

STATE PUBLIC CHARTER SCHOOL AUTHORITY



2021 CHARTER SCHOOL REQUEST FOR AMENDMENT TO CHARTER CONTRACT APPLICATION

For Additional Instructions, please see the [Amendment Application Guidance Document](#)

For the: **Nevada Virtual Academy**

Date Submitted: 6/13/2022

Current Charter Contract Start Date: 2019

Charter Contract Expiration Date: 2025

Key Contact: Dr. Yolanda Hamilton

Key Contact title: Executive Director

Key Contact email and phone: yhamilton@nvvacademy.org, 702-204-1747

Date of School Board approval of this application: 5/24/22

Deadlines

	Spring Cycle	Fall Cycle
Notice ¹ of Intent to submit Request for Charter Amendment (RFA)	No Later Than: March 1	No Later Than: September 1
Request For Amendment (RFA)	Due between April 1 – 15	Due between October 1 – 15
Board Meeting for Possible Action (tentative and subject to change)	June board meeting	December board meeting

RFA application processing includes an initial high-level completeness check followed by an ongoing completeness check as specific, relevant sections of the application are reviewed in detail.

¹ Notice or Letter of Intent

This Request For Amendment (RFA) is submitted to request a contract amendment regarding the following (identify which RFA changes you are requesting approval for).

1. [Add Distance Education](#)
2. [Add Dual-Credit Program](#)
3. [Change Mission and/or Vision](#)
4. [Eliminate a Grade Level or Other Educational Services](#)
5. [EMOs: Entering, Amending, Renewing, Terminating Charter Contract with an EMO](#)
6. [Enrollment: Expand Enrollment in **Existing** Grade Level\(s\) and Facilities](#)
7. [Enrollment: Expand Enrollment in **New** Grade Levels](#)
8. [Facilities: Acquire or Construct a New or Additional Facility that will not affect approved enrollment](#)
9. [Facilities: Occupy New or Additional Facility](#)
10. [Facilities: Occupy a Temporary Facility](#)
11. [Facilities: Relocate or Consolidate Campuses](#)
12. [RFA: Transportation](#)
13. [Change of Incorporation Status](#)
14. [Other changes](#)

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Introduction

The SPCSA seeks to continuously improve its processes and the quality of its services. Over the past few years we have, for example, been able to significantly reduce the amount of paperwork involved in the processing of Request For Amendment (RFA) Applications (RFAAs), primarily by separating primarily instructional and guidance information to a separate Technical Guidance document.

The SPCSA have now add a new, brief, simple guidance section to this application. This next section is designed to provide guidance and processing steps to schools for applying for most frequently requested RFA applications.

If you're submitting RFAs in one of these areas, the following guidance may help you prepare and process your application faster

The first three and the fifth may be handled in the Consent Agenda section of the board meeting, also.

Most Frequent Request For Amendment Applications

Here are the four most frequently Request For Amendment (RFA) application types submitted to the Authority for approval by the SPCSA board. If you are requesting one of these RFA types, then you may follow the below described abbreviated process.

- 1. Dual credit RFA applications**
- 2. Distant education RFA applications**
- 3. Enrollment additions or contractions and grade expansions or contractions**
- 4. Facilities acquisitions or leases**
- 5. Lotteries and lottery changes**

Below are the processing requirements of the RFA types above. Complete the following check marked items (☒) from the overall application requirements list below. You do not need to respond to the unchecked areas.

Sections Required

The below focused requirements are only for schools seeking approval for the above RFA types. RFAs for Facility acquisitions or expansions have additional requirements described below:

- Executive Summary
- Meeting The Need
 - Expansions to new grade levels or new campuses must complete the Meeting the Need section.
 - Lottery RFAs must include Meeting the Need section for relevant sections.
 - Academic Plan (required if expanding to new grades that are currently not being offered)
- Financial Plan
 1. Not required for Dual Credit or Distance Education RFAs assuming fiscal cost impacts less than 5%.
 2. Enrollment RFAs: complete the tab labeled “General” in the “RFA Pro Forma” MS Excel file to show the planned fiscal impacts of the RFA.
 3. Facility RFAs: complete the appropriate tab under the “**Facilities**” section below including the “RFA Pro Forma” MS Excel file to show the planned fiscal impacts of the facility RFA.
- Operations Plan
- RFA Specific Sections (as applicable for your RFA, as opposed to General Sections). This includes completing the “**Facilities**” related RFA section below.

All other amendment types require applicants to complete each applicable section below. Should you have questions, please reach out to Mike Dang for further guidance.

Section I: Standard RFA Requirements

A) EXECUTIVE SUMMARY

Required for all submissions. 4 Pages or less per RFA, If your RFA submission includes more than one requested change, this must be listed in the Executive Summary. Should you have questions, please contact Mike Dang.

Provide a brief overview of your school, including:

1. Identification of the school, its location(s), enrollment(s)(most recent ADE quarter), brief history, brief description of its board members and key leadership team members

Nevada Virtual Academy (NVVA), currently located at 4801 S. Sandhill in Las Vegas, is a public online charter school that has served students throughout Nevada since 2007. Currently serving grades 6-12 and fully accredited by Cognia, NVVA is authorized by the State Public Charter School Authority, in good standing. With a student population of approximately 2,200 students, NVVA employs 112 staff members including Highly Qualified teachers, Operations and Student Support teams, the School Leadership team and an Executive Director. The current make-up of the Leadership team has been in place for about 4 years, working to improve instruction, student achievement, and culture. The Executive Director is Dr. Yolanda Hamilton, and the Middle and High School Principals are Dr. Andre Denson and TBD, respectively. NVVA is governed by a 5-member Board of Directors, led by Mrs. Samantha Morris, Board President, Ms. Elizabeth McFadden, Board Vice President, and Mrs. Shannon Dangle, Board Treasurer. Nevada Virtual Academy is only seeking an amendment to its Charter to relocate, not to increase the number of student seats.

Nevada Virtual Academy has acquired a building site to lease at 8645 S. Eastern. The building is move-in ready. There are 8 large classroom spaces, 4 more than we currently have, space for a culinary kitchen in the future, and office space for staff. Not impacting moving in, and in the future, NVVA would like to add a temporary foldable wall to portion off one of the larger spaces.

2. Statement and overview of the mission and vision

At Nevada Virtual Academy, we will make a difference by meeting the unique needs of our diverse students, preparing them for college or career in the 21st century through high quality instruction in our virtual platform; serving every student, every day.

3. Specific statement of the request

(Example:) “The Board of the above named charter school, operating under a current contract with a start date of _____ and a six-year expiration date of _____ requests that the SPCSA approve this request to amend its charter school contract with the SPCSA regarding the following (check all that apply):

- 1. Dual-Credit Programs
- 2. EMOs: Amend charter contract with an EMO or CMO
- 3. Enrollment: Expand enrollment in existing grades and facilities
- 4. Enrollment: Expand enrollment in new grade levels
- 5. Enrollment: Eliminate a grade level or other educational services
- 6. Facilities: Acquire or construct a new or additional facility that will not affect approved enrollment
- 7. Facilities: Occupy additional sites
- 8. Facilities: Relocate or consolidate campuses
- 9. Facilities: Occupy a temporary facility
- 10. Other (specify): _____

(See full list above of RFA amendment types)

Attach a copy of the document(s), including minutes, confirming approval of the RFA.

4. A summary explanation of the reasons that the charter school is seeking to make this specific requested change.

Nevada Virtual Academy is seeking an amendment only to relocate (not to increase the number of seats) because their lease ended in June of 2021. Unable to locate a suitable building prior to the lease ending, it was extended through June of 2022. The school has outgrown the facility for both students and staff. Additional classrooms to accommodate the face-to-face Blended program, space for its expanding CTE program, as well as additional office space is needed. Furthermore, a safer neighborhood is needed due to an excessive homeless population frequenting the area, as well as a high crime rate that deters families from enrolling and wanting to come on campus.

5. Description of proposed target model and target communities

Nevada Virtual Academy is a state-wide, virtual, online school. We serve students all over Nevada, primarily in Clark County and will continue to target students statewide. The school sought to have its offices and campus for Blended in a part of Las Vegas that has accessibility to public transportation, nearby highways, and in an area parents would feel safe bringing their students.

6. Statement of outcomes you expect to achieve across the network of campuses

Nevada Virtual Academy expects to continue to improve student achievement, increase participation in CTE, Dual Credit, and AP courses, and improve the graduation rate, thereby increasing ratings on the Nevada School Performance Framework.

7. Key components of your educational model for the expanded school

Nevada Virtual Academy will continue its virtual schooling taught by highly qualified, licensed teachers in required class sessions and its Blended program model to support credit deficient and failing students.

8. Describe the charter school's plan to ensure that proper restorative justice principles are practiced. Describe plans, including record keeping, to monitor for potential disproportionate discipline practices.

NVVA will continue to follow the NRS as it pertains to restorative justice principles and disciplinary practices identified in our Student & Family Handbook. Students who are disciplined, as well as various data points, according to the restorative justice principles, are reviewed weekly by school leadership to ensure compliance, equity, and compassion in working with all students. As a result of our student behavior policies and procedures, and indicated by published data, NVVA has very few disciplinary incidences.

9. Describe the charter school's plan to ensure enrollment diversity and equity, commensurate with the neighborhood and zip codes it serves. Include plans to close any proficiency gaps among diverse student groups (ex. race/ethnicity, FRL, EL, IEP) as well as family and community engagement strategies.

Nevada Virtual Academy enrollment serves the entire state of Nevada and ensures equity is followed by ensuring several layers of support is available to all families including, FRL, EL, IEP, and McKinney Vento (MKV) during and after the enrollment process. NVVA provides staff to help with enrollment paperwork based on need. NVVA also provides supports such as: computer approvals, bus passes, personalized onboarding, and community resources to help complete the enrollment process. NVVA provides a robust community engagement opportunity in person and virtual such as clubs, field trips and monthly speakers based on the heritage calendar, in addition to others. Students can choose activities based on their interest and/or request events based on local happenings. NVVA will continue to lead the SPCSA's portfolio in having a diverse and robust campus. Data from 2021-22 indicated that NVVA has a diverse campus by serving a multitude of ethnicities, FRL students, and IEP students. The school will continue to work with families to increase our EL student population by targeting impacted area codes for enrollment and emphasizing our EL initiatives to families.

10. The values, approach, and leadership accomplishments of your school or network leader and leadership team

The leadership team at NVVA is a support to students, teachers, and staff. It is their job to ensure structures, supports, processes, and resources are available for teachers to teach and students to learn and be successful. Their work begins with Every Student, Every Day and flows from there. This year NVVA had very successful audits demonstrating their commitment to formalized, effective and efficient processes that leads to organizational and academic success. Audits such as Grant Monitoring, SPCSA Site Evaluation, Internal Compliance Audits, as well as Cognia Reaccreditation were very successful. Their commitment to partnering with parents to ensure student success is woven into all interactions.

11. Key supporters, partners, or resources that will contribute to your expanded school's success.

Nevada Virtual Academy partners with several businesses to help ensure student success through community partnerships. The Las Vegas Chamber of Commerce, the NVVA CTE Advisory Committee comprised of various community leaders and business owners, as well as local college and universities contribute to the school's success.

NOTES

1. **For all remaining General Requirements Sections:** Complete and submit all RFAs by answering remaining General Requirements Section questions.
2. **Indicate “No change” for any below requested response that has not changed from your charter school contract.**
3. **Indicate “N/A” for any below requested response in this General Requirements Section that is not applicable to your request. Applicants do not need to respond “N/A” to any Specific Requirements RFA section for which they are not applying.**
4. *If your school is seeking an amendment outside of the Fall or Spring Amendment Cycle, please include at the front of the application:*
 - a. *Letter from the Board chair requesting Good Cause Exemption;*
 - b. *Agenda for the Board Meeting where Board voted to request the Good Cause Exemption; and*
 - c. *The draft or approved minutes for the Board Meeting where the Board voted to request the Good Cause Exemption.*
5. **To expand any closed section(s) below, put your cursor on the left side of a heading below and click the triangle (▲) left of that heading.**

B) MEETING THE NEED

TARGETED PLAN

- (1) **Identify the community you wish to serve** as a result of the expansion or RFA and describe your interest in serving this specific community.
- (2) **Explain how your expansion model or RFA, and the commitment to serve this population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.**

GROWTH RATE AND RATIONALE

- (1) **Specifically identify the key risks associated with this growth plan** and describe the steps the school is taking to mitigate these risks. Respondents should demonstrate a sophisticated and nuanced understanding of the challenges of replication in general and as they relate specifically to their school growth plans based on current and historic experience of charter school management organizations and similar types of multi-site social enterprises and non-profit and for-profit organizations. The response should detail specific risks and explain how the school will minimize the impact of each of these risks, and ideally provide contingency plans for them.

Examples may include:

- a. Inability to secure facilities/facilities financing;
- b. Difficulty raising philanthropic funding;
- c. Insufficient talent pipeline/difficulty recruiting faculty;
- d. Insufficient leadership pipeline/difficulty recruiting school leaders;
- e. Misalignment between the founding school and leader and new campuses and leaders, and;
- f. **Ambiguous student performance outcomes and the need to curtail expansion if performance drops.**

- (2) Discuss lessons learned during the school’s past replication efforts and those of any replicated school or organization from another jurisdiction. For example: specifically identify each challenge encountered and how the school addressed them, as well as how the school would minimize such challenges for the proposed campuses.

PARENT AND COMMUNITY INVOLVEMENT

- (1) Describe the role to date of any parents, neighborhood, and/or community members involved in the proposed expansion of the school.**
- (2) Describe how you will engage parents, neighborhood, and community members from the time that the application is approved** through the opening of the new campus(es) or grade levels. What specific strategies will be implemented to establish buy-in and to learn parent priorities and concerns during the transition process and post opening?
- (3) Describe how you will engage parents in the life of the expanded school (in addition to any proposed governance roles).** Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents.
- (4) Discuss the community resources that will be available to students and parents at the expanded school.** Describe any new strategic partnerships the expanded school will have with community organizations, businesses, or other educational institutions that are part of the school’s core mission, vision, and program other than dual-credit partners discussed in subsequent sections. Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities. Include, as an **Attachment** __, existing evidence of support from new community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.
- (5) Describe the school’s ties to and/or knowledge of the target community.** How has the school learned from and engaged with this community to date? What initiatives and/or strategies will you implement to learn from and engage the neighborhood, community, and broader city/county?
- (6) Identify any organizations, agencies, or consultants that are partners in planning and expanding the school,** along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school’s development. If the school is new to this county, describe how your previous work has prepared you to establish relationships and supports in this new community.

C) ACADEMIC PLAN

MISSION & VISION

The mission of your school should describe the purpose of your school, including the students and community to be served and the values to which you will adhere while achieving that purpose. The vision of your school should describe what success looks like for students, for the school as a whole, and for any other entities that are critical to your mission. The mission and vision statement should align with the purposes of the Nevada charter school law and the mission of the State Public Charter School Authority and serves as the foundation for the entire proposal.

Explain whether the proposed mission and vision for the school/network is different from the existing school’s mission and vision and how they differ. Describe the reasoning behind any modifications.

Explain whether the mission and vision outlined will replace the current mission and vision of the charter holder, or if the school proposes to complement a broader organizational mission and vision with campus or grade-level specific variants. How will the entity as a whole ensure consistency and coherence of its mission and vision?

CURRICULUM & INSTRUCTIONAL DESIGN

The framework proposed for instructional design must both reflect the needs of the anticipated population and ensure all students will meet or exceed the expectations of the Nevada Academic Content Standards.

(1) Historical Performance

- (a) **Performance Data:** schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority's eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state.
 - (i) A school is welcome to provide any additional historical academic performance metrics that fall outside of the operator's contractual performance plan (e.g. average student growth on an adaptive test such as ACT Aspire, NWEA MAP, SCANTRON, Renaissance Learning's STAR, etc.). If provided, describe student performance on these metrics.
 - (ii) *Please only provide data in vendor-produced score reports and note that the Authority may require additional time and resources to review and vet such data.*
- (b) **Interventions:** Please explain any past performance that has not met the organization's expectations. How was the underperformance diagnosed, how were appropriate intervention(s) determined, and how are they being implemented? What are the key areas in which existing schools/campuses need to improve, and what are the priorities to drive further success?

(2) Academic Vision and Theory of Change

- (a) **Model Non-Negotiables:** What are the key non-negotiables (i.e. the key school design components, policies, practices, etc. that underlie school culture and academic outcomes) of your school model? Please include details about the critical elements that are constant across the organization's schools and those that may vary. Discuss any campus-level autonomies in implementing the educational plan.

(3) Performance Management

- a) **Measuring Progress:** Describe the school's approach to performance management across the network and with individual campuses, including the systems used to measure and evaluate both academic and non-academic performance of each site and of the network as a whole.
 - a. What performance management systems, processes, and benchmarks will the school use to formally assess this progress?
 - b. Explain how the school addresses underperformance and describe the corrective action plan procedures.
- b) **Closure:** Describe the conditions that would cause the school to petition the Authority close a consistently low performing campus. Be specific about threshold metrics the school would use to inform its decision.
- c) **College Readiness (HS Only):** Describe the mechanisms that the school employs to accurately, reliably, and consistently track college acceptance, enrollment, and persistence rates. If historical data is available on college acceptance, enrollment, and/or persistence rates, please include it. Cite the percent of total alumni for which the school has data on each metric. If data is not available, please include plans to create mechanisms to accurately, reliably, and consistently track student acceptance, enrollment, and persistence rates.
- d) **Readiness to Replicate:** What academic, financial, and operational metrics does the school and its Board use to determine readiness for replication?
- e) **Compliance:** Describe the proposed academic program and how it complies with the requirements of NRS 388A.366(1)(f) and NRS 389.018. Please complete the scope and sequence/standards alignment template (Excel document at http://CharterSchools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Alignment_Template.xlsx) for each class scheduled to be provided by the school for each grade level to be served following this proposed expansion. For example, a school that currently serves students in K, 1, and 2 which seeks to add grades 3 and 4 would provide the scope and sequence/standards alignment for each class/subject area in the grades currently served along with the scope and sequence/alignment for each of the proposed new grades.

- f) **Instructional Strategies:** Describe the instructional strategies that you will implement to support the education plan and why they are well suited for the anticipated student population—including a detailed discussion of these strategies for both the expanded grades and for all existing grades. For each grade level to be served by the charter school following the expansion, identify and describe in detail the data, methods, and systems teachers will use to provide differentiated instruction to students. Please note that SPCSA schools typically start with students performing across a broad spectrum from years below grade level to advanced learners. Include the professional development teachers will receive to ensure high levels of implementation.
- g) **Remediating Academic Underperformance:** Describe the school’s approach to help remediate students’ academic underperformance both for both the expanded grades and for all existing grades. Detail the identification strategy, interventions, and remediation to be implemented. Cite the research/rationale for the chosen methods. How will you measure the success of your academic remediation efforts (in year 1 of the expansion, year 3, year 5, and beyond)? How will you communicate the need for remediation to parents? How will staffing be structured to ensure that gifted students are adequately supported?
- h) **Identifying Needs:** Describe how you will identify the needs of all students in both the expanded grades and for all existing grades. Identify the research-based programs, strategies and supports you will utilize to provide a broad continuum of services, ensure students’ access to the general education curriculum in the least restrictive environment, and fulfill NV’s required Response to Intervention model.
- i) **Intellectually Gifted Students:** Explain how the school will identify and differentiate to meet the needs of intellectually gifted students in both the expanded grades and for all existing grades in a way that extends their learning and offers them unique, tailored opportunities. Please note that Nevada law classifies intellectually gifted students as eligible for specific support services. How will staffing be structured to ensure that gifted students are adequately supported?
- j) **Enrichment Opportunities:** Describe the enrichment opportunities that will be available to students performing at or above grade level in both the expanded grades and for all existing grades as part of the school’s comprehensive strategy to ensure that all pupils are making accelerated academic progress.
- k) **Matriculation:** Explain how students will matriculate through the school (i.e., promotion/retention policies) and how stakeholders will be informed of these standards.

SCHOOL STRUCTURE: CALENDAR AND SCHEDULE

- a) Discuss the annual academic schedule for the school, including the calendar for the proposed new grades. Explain how the calendar reflects the needs of the student population and the educational model.
- b) Describe the structure of the school day and week for both the proposed new grades and for existing grades. Include the number of instructional minutes/hours in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. Explain why the school’s daily and weekly schedule will be optimal for the school model and for student learning. Provide the minimum number of hours/minutes per day and week that the school will devote to academic instruction in each grade.
- c) Describe your goal for student attendance and explain how you will ensure high rates of student attendance. Who will be responsible for collecting and monitoring attendance data? What supports will be in place to reduce truancy and chronic absenteeism?

DISTANCE EDUCATION

(Distance Education Expansion Amendments)

A charter school that wishes to provide distance education (online, virtual, cyber, etc.) courses and/or programs (NRS 388.820-388.874 and NAC 388.800-388.860) must submit a distance education application to the Nevada Department of Education prior to or in conjunction with its amendment request to the SPCSA.

For applicants who do not propose to offer a program of distance education or who already have approval to operate such a program, please provide a brief statement explaining that the questions in this section are not applicable.

- (1) Describe the system of course credits that the school will use.
- (2) Describe how the school will monitor and verify the participation in and completion of courses by pupils.
- (3) Describe how the school will ensure students participate in assessments and submit coursework.
- (4) Describe how the school will conduct parent-teacher conferences.
- (5) Describe how the school will administer all tests, examinations or assessments required by state or federal law or integral to the performance goals of the charter school in a proctored setting.

PRE-KINDERGARTEN PROGRAMS

(All Operators Currently Operating or Proposing to Operate Pre-K)

A charter school that wishes to provide pre-kindergarten services to students who will later enroll in its K-12 programs must apply separately to the Nevada Department of Education to offer education below the kindergarten level following charter approval. Approval to offer pre-kindergarten cannot be guaranteed. Consequently, revenues and expenditures related to pre-kindergarten should not be included in the initial charter application budget. Please note that state-funded pre-kindergarten programs are not directed through the state Distributive Schools Account for K-12 education. In addition to a limited amount of state pre-kindergarten funding available through the Department of Education, the SPCSA is also a sub-recipient of a federal grant to expand early childhood services in certain high-need communities through programs approved by NDE. Applicants are encouraged to review resources available at http://www.doe.nv.gov/Early_Learning_Development/. For applicants who do not propose to offer pre-kindergarten, please provide a brief statement explaining that the questions in this section are not applicable.

- (1) Identify whether the school plans to offer pre-kindergarten in the first year of operation at the new campus or in any subsequent year of the charter term.
- (2) Identify whether the school will offer fee-based pre-kindergarten services. If the school does plan to offer fee-based pre-kindergarten, explain how the school will ensure that parents will be informed both initially and on an ongoing basis that both state and federal law preclude a K-12 charter school from giving admissions preference to students to whom it has previously charged tuition.
- (3) Describe the school's plans for ensuring that the pre-kindergarten program aligns with the mission, vision, and program of the school's other grades and meets all other state requirements.
- (4) Explain how the school's proposed pre-kindergarten program may meet the federal pre-kindergarten expansion grant criteria.

HIGH SCHOOL GRADUATION REQUIREMENTS AND POSTSECONDARY READINESS

(New High School Amendments Only)

High schools approved by the SPCSA will be expected to meet or exceed Nevada graduation requirements. For operators who do not propose to operate a high school program during the initial charter term or who already have approval to operate a high school, please provide a brief statement explaining that the questions in this section are not applicable.

- (1) Explain how the school will meet state requirements. Describe how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed those required by the State of Nevada, explain the additional requirements.
- (2) Explain how the graduation requirements will ensure student readiness for college or other postsecondary opportunities (e.g., trade school, military service, or entering the workforce).
- (3) Explain what systems and structures the school will implement for students at risk for dropping out and/or not meeting the proposed graduation requirements, including plans to address students who are

verage for grade, those needing to access credit recovery options, and those performing significantly below grade level.

SPECIAL POPULATIONS

Pursuant to State and federal law, SPCSA schools are required to serve the needs of all students in special populations. Beginning in the 2017-18 school year, the State of Nevada will switch to a weighted formula for special education. For the first time, this will provide for equitable special education funding across all Nevada public schools. Over time, this will necessitate current SPCSA-sponsored charter schools moving from a defined continuum of service to a broader continuum of services. All operators submitting amendment requests to the SPCSA after the conclusion of the 2015 Legislative Session should plan on offering students a broad continuum of services.

The SPCSA operates under the following principles with regards to special populations of students:

SPCSA schools serve all eligible students. SPCSA schools do not deny the enrollment of any student based on needs or disability.

1. SPCSA schools are to ensure streamlined access for all students requiring special programs.
2. SPCSA schools develop programs to support the needs of their students.
3. SPCSA schools do not counsel or kick any students out.
4. SPCSA schools utilize best practices to expose students to the most inclusive environments appropriate.
5. If needed, an SPCSA school is responsible for developing more restrictive placements to meet the needs of the highest needs students, including but not limited to clustered placements in consortium with other charter schools.
6. SPCSA schools are responsible for providing high functioning, trained special education teams, which focus on student advocacy and high expectations. IEP teams (including school's leadership) make placement decisions at IEP meetings. Decisions are made based on evidence/data to support what is best for the student.

Special Education

- (1) Track Record: Please explain the extent to which the board and leadership team (instructional leader, etc.) has experience working to achieve high academic outcomes of students with disabilities, including students with mild, moderate, and severe disabilities.
- (2) Identification: Describe in detail the school's Child Find process. How will the school identify students in need of additional supports or services?
 - a) (*Elementary Schools Only*) How will the school accurately identify students prior to and following enrollment (e.g., those who require pre-school special education and related services) and in the early grades (PreK, K, 1, or 2) for appropriate services?
 - b) (*Middle and High Schools*) How will the school identify and serve students who require special education services and develop transition plans?
- (3) (*All Schools*) How will the school handle over-identification of students as having a disability that qualifies them for special education services? What will be the process to transition a student out of special education who has been incorrectly identified as having a disability in the past?
 - a) Continuum of Services: How will the school provide a broad continuum of instructional options and behavioral supports and interventions for students with a range of disabilities? Specifically describe how students with severe intellectual, learning, and/or emotional disabilities will be served. Provide a chart which graphically illustrates the continuum of services which identifies, by disability and level of severity, the means by which students with disabilities will be able to receive an appropriate public education in the least restrictive environment (note—this graphic may be created using a commercial program like Microsoft Visio or a free or low-cost internet-based solution such as Lucidchart). Identify the resources, personnel (including administrative responsibilities), and direct and related services the school is likely to provide both within general education classrooms and in other settings (e.g., collaborative team teaching (CTT), Special Education

Teacher Support Services (SETSS), speech therapy, physical therapy, occupational therapy, counseling, etc.) as well as the services or settings that will be provided through a consortium or other collaborative initiative with other charter schools or through a third party contract.

- (4) Enrollment: Describe the school's strategy and plan to recruit, enroll, and retain students with disabilities. How will the school proactively address parent and community perceptions around the availability and appropriateness of the charter school to the needs of students with disabilities?
- (5) General Education Collaboration/Access: How will special education and related service personnel collaborate with general education teachers (e.g., team teaching, team planning, etc.) to ensure that all students are able to access a rigorous general academic curriculum?

Staffing

How will you ensure qualified staffing to meet the needs of students with disabilities across a broad continuum? Note: Federal and Nevada law requires licensure for the special education teachers, related service personnel, and psychologists at all charter schools, including those which are permitted to waive other licensure requirements due to their academic track record.

- (1) Staff Development: How does the school plan to train general education teachers to modify the curriculum and instruction to address the unique needs of students with disabilities across a broad continuum?
- (2) Discipline: Explain how the school will protect the rights of students with disabilities in disciplinary actions and proceedings and exhaust all options in order to promote the continuation of educational services in the home school.
- (3) Monitoring: What are your plans for monitoring and evaluating both the progress and success of students who qualify for special education and related services across a broad continuum, and the extent to which your special education program complies with relevant federal and state laws? How will curriculum and instructional decisions be tracked and monitored by IEP teams and school personnel?
- (4) Parental Involvement: What appropriate programs, activities, and procedures will be implemented for the participation of parents of students with a broad range of disabilities?
- (5) For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum. *If you are not proposing to operate a distance education or virtual school, please explain that this is not applicable.*

D) FINANCIAL PLAN

This section must be completed for all applications.

- (1) Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.
- (2) Depending on the type of RFA requested, staff may require applicant to submit additional documentation regarding the potential fiscal impact of the proposed changes. Fiscal impact documentation is required for all facility acquisition/construction RFAs.
- (3) **Attachment ____**. Present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative. Include the following: A detailed discussion of Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.
 - (a) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources

expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of **Attachment ____**. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.

- (b) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.
 - (c) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated, including both the scenarios identified in subsections e and f.
 - (d) Year 1 cash flow contingency in the event that state and local revenue projections are not met in advance of opening.
 - (e) Year 1 cash flow contingency in the event that outside philanthropic revenue projections are not met in advance of opening.
- (4) Submit a completed financial plan for the proposed school as an **Attachment ____** (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
 - (5) Submit, as an **Attachment ____**, a detailed budget for the operator at the network level (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
 - (6) Provide, as an **Attachment ____**, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.
 - (7) Complete the audit data worksheet in **Attachment ____**. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in **Attachment ____**.
 - (8) Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.
 - (9) Describe the campus, school, and any management organization distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.

E) OPERATIONS PLAN

◆ **Indicate "No Change" to the sections or subsections below, where applicable. Otherwise, all applications require completion of this section.**

1. Historical performance
 - (a) Performance Data: schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority's eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state.

- Please provide a narrative demonstrating that the school meets the organizational criteria for approval.
- (b) Interventions: Please explain any past organizational/compliance performance that has not met expectations. How did the governing body diagnose the under-performance, how were appropriate intervention(s) determined by the governing body, how are they being implemented by staff, and how is the governing body monitoring implementation of the interventions on a monthly basis?
 - (c) What are the key areas in which the existing school or schools/campuses need to improve, as determined by the governing body, and what are the priorities to drive further success?

2. Organization governance structure & board development:

- (a) Describe how the organization's governance structure will adapt to oversee and support the 6-year growth plan and addition of new school(s). Include any impact on: (1) the composition of the Board, the Board's roles and responsibilities, and the Board's development priorities and (2) the Board's relationship to individual campuses
- (b) Describe the diverse skillsets that currently exist on the Board and note any additional type of expertise that the Board may seek to help support the growth plan.
- (c) Identify any Board development requirements relative to the organization's governance needs at each stage of growth.
- (d) Describe how the Board identifies and addresses conflicts of interest. Attach a code of ethics that includes a formal conflict of interest policy and specifies the procedures for implementing the policy.

3. Organization charts and decision-making authority:

- (a) Provide the following organizational charts:
 - (i) Current
 - (ii) Vision for school in three years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within three years)
 - (iii) Vision for school in six years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within six years)

The organization charts should represent all national and state operations and clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the governing board, staff, any related bodies (e.g., advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools. If the school intends to contract with an education management organization or other management provider, clearly show the provider's role in the organizational structure of the school, explaining how the relationship between the governing board and school administration will be managed. Please *include* all shared/central office positions and positions provided by *the Management Organization (CMO or EMO) in the organizational chart, if applicable.*

4. Describe the proposed organizational model; include the following information:

- a) Job descriptions for each leadership or shared/central office role identified in the organizational chart (provide as an **Attachment** ___)
- b) Resumes of all current leadership (provide as an **Attachment** ___).
- c) Previous student achievement data for the proposed instructional leaders at each proposed campus (if available) (provide as part of **Attachment** ___)

5. Describe the leadership team's individual and collective qualifications for implementing the multi-site school design and business and operating plan successfully, including capacity in areas such as:

- (a) School leadership;
 - (b) School business operations and finance;
 - (c) Governance management and support to the Board;
 - (d) Curriculum, instruction, and assessment;
 - (e) At-risk students and students with special needs;
 - (f) Performance management; and
 - (g) Parent and community engagement.
6. Explain who is responsible for school leader coaching and training and what those processes will look like in action. Please include any existing competencies used for school leader selection and evaluation, if available (provide as an **Attachment** ___).
 7. Explain your school leader’s role in the successful recruitment, hiring, development and retention of a highly effective staff.
 8. Explain your campus instructional leader’s role in providing instructional guidance and school culture guidance. How will the leadership team work in support of the campus instructional leader’s guidance?
 9. What systems are in place in your leadership team structure to ensure redundancies in knowledge and skill?

LEADERSHIP FOR EXPANSION

- a) Describe the operator’s current or planned process for recruiting and training potential network leaders. Explain how you have developed or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.
- b) Identify the proposed regional director candidate, if applicable, and explain why this individual is qualified to lead the expansion of the organization (provide a resume as an **Attachment** ___). Summarize the proposed leader’s academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school network.
- c) If a regional director candidate has not yet been identified, provide the job description (as an **Attachment** ___) or qualifications and discuss the timeline, criteria, and recruiting and selection process for hiring the regional director. Note: It is strongly encouraged that schools proposing to open new campuses in the 2022-23 school year, identify the regional leader (*Regional Director, Executive Director, etc.*) in the proposal. The SPCSA reserves the right to require schools which do not have network leadership and support position candidates identified to defer opening new campuses until the 2023-2024 school year and to add additional criteria to the pre-opening requirements for such campuses.

STAFFING

- a) **Complete and submit a working copy of the RFA Staffing & Enrollment Worksheets Excel file.** indicating projected staffing needs for the proposed campuses over the next six years. Schools should also complete the second table outlining projected staffing needs for the entire network over the next six years. Include full-time staff and contract support that serve the network 50% or more. Change or add functions and titles and add or delete rows as needed to reflect organizational plans.

Sample Excerpt—Complete using Excel file

Year	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Management Organization Positions						
<i>Complete this form using the Excel file</i>						
[Specify]						
[Specify]						

[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						

HUMAN CAPITAL STRATEGY

Describe your strategy, plans, and timeline for recruiting and hiring teachers for a multi-site charter school. Explain key selection criteria and any special considerations relevant to your school design. *Note: schools with strong track records of academic success, as determined by the Department of Education, are eligible to waive teacher licensure requirements for all teachers except for special education and ELL professionals as long as they meet all other federal and state requirements. Maintaining such a waiver is contingent on the school continuing to achieve at the 3 Star level or higher (or equivalent) on the statewide system of accountability. Please refer to Section 46 of SB509 (2015 session) for additional information.*

- a) **Recruitment:** Identify whether recruitment will be managed at the campus or network level. Identify key partnerships and/or sources the operator will rely upon of teachers and leaders. Identify the process the operator will rely upon to identify and develop high-quality leaders and high-quality teachers.
- b) **Leadership Pipeline: Discuss the specific measures and timelines the organization will employ to identify and develop organizational and school leaders. For example, explain:**
 - 1) How the school plans to identify leadership internally and externally;
 - 2) Who will be responsible for hiring leaders;
 - 3) Formal and informal systems that will prepare leaders for their responsibilities;
 - 4) The school’s philosophy regarding internal promotions;
 - 5) The timing for identifying leaders in relation to the launch of a new campus; and,
 - 6) Internal or external leadership training programs.
- c) **Professional Development:** Identify the school’s plan to meet professional development needs. Include whether professional development will be managed at the school or network level and how new campuses will be added to existing professional development. Also identify the method the school will use to determine the effectiveness of professional development.
- d) **Performance Evaluations and Retention:** Identify the school’s approach to staff performance evaluations. Identify how frequently the organization plans to: evaluate teachers, campus administrators, and network leaders and staff, who will evaluate whom, and how the organization plans to retain high-performing teachers and administrators?
- e) **Compensation:** Explain the board’s compensation strategy and salary ranges for network and school level staff. Discuss how the compensation structure enables the organization to attract and retain high quality staff and describe any incentive structures such as bonuses or merit pay. Compare the proposed salary ranges to those in other organizations, charter schools and local districts, as applicable.

SCALE STRATEGY

- a) Describe the steps that you will take to scale your model to new sites, including the people involved and the resources contributed both by the founding campus and the new campuses.
- b) If the school is affiliated with a CMO or EMO that operates schools in other states, compare your efforts to scale operations to Nevada to past scale efforts in other states.
- c) Describe your plan for embedding the fundamental features of the model that you described in the transformational change section in each new campus that you plan to open.

- d) Explain any shared or centralized support services the management organization will provide to campuses in Nevada.
- e) Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among campuses, and specific service goals of the network. Please also include how the school will measure successful delivery of these services. In the case of a charter management organization proposing to contract with an education management organization, service goals should be outlined in the term sheet and draft contract provided later in **Attachment** ____. Note that Nevada law allows charter schools to contract for the management or operation of the school with either a for-profit or non-profit education management organization.
- f) Using the table below, summarize the division school- and organization-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc. This division of responsibilities will be evaluated both in the context of Nevada law and regulation and best organizational and authorizing practices nationally.

Function	Mgt Org Decision-Making	Network Leader Decision-Making	Board Decision-Making	Campus Leader Decision-Making
Performance Goals				
Curriculum				
Professional Development				
Data Mgt & Interim Assessments				
Promotion Criteria				
Culture				
Budgeting, Finance, and Accounting				
Student Recruitment				
School Staff Recruitment & Hiring				
HR Services (payroll, benefits, etc.)				
Development/ Fundraising				
Community Relations				
IT				
Facilities Mgt				

Vendor Management / Procurement				
Student Support Services				
Other operational services, if applicable				

STUDENT RECRUITMENT AND ENROLLMENT

Like all public schools, public charter schools must be open to any such child, regardless of that child’s race, gender, citizenship, or need for accommodations or special education services. Thus, recruitment and enrollment practices should demonstrate a commitment to providing all students equal opportunity to attend the school, and help schools avoid even the appearance of creating barriers to entry for eligible students.

- g. Explain the plan for student recruitment and marketing for the new campuses that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure. For schools which are giving one or more statutorily permissible admissions preferences pursuant to NRS 386.580 or SB390 (2015 session), please indicate if you plan to focus your student recruitment efforts in specific communities or selected attendance areas.
- h. Provide a detailed discussion of the school’s track record in recruiting and retaining students that reflect the ethnic, socio-economic, linguistic, and special needs diversity of the current charter school and each campus to at least the level reflected by the attendance zones where the charter school will operate facilities before approving the proposal. Please provide the school’s past enrollment and retention performance for all years since the inception of the school broken out by race, ethnicity, language other than English, disability and 504 status, and eligibility for free and reduced priced lunch both as a school and in comparison, to the school’s current zoned schools.
- i. Detail how the school’s programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a weighted lottery² which provides additional opportunities for specific target populations to be admitted to the school in a manner consistent with state and federal law; and (5) other enrollment policies and strategies which have had a demonstrated track record of success in dramatically increasing the diversity of student populations in a high achieving charter school to at least the poverty, disability, and ELL profile of the zoned school.
- j. What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting applications and how long the enrollment window will last prior to conducting a lottery.

² See <http://www.publiccharters.org/wp-content/uploads/2015/09/CCSP-Weighted-Lottery-Policy-factsheet-updated-GS-8-27-2015-2.pdf> for one possible approach in this evolving area of charter school policy.

- k. What enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination? What are the minimum, planned, and maximum projected enrollment at each grade level? Outline specific targets in the table below.
- l. What systems will you put in place to ensure that staff members are knowledgeable about all legal enrollment requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?
- m. Describe the student recruitment plan once your school has opened. In what ways will it be different than your pre-opening year, in terms of the strategies, activities, events, persons responsible and milestones? How will the school backfill vacancies in existing grades?
- n. Complete the following tables for the proposed school to open in 2021-22. Schools applying for multiple campuses must complete enrollment summary tables for each school campus opening in fall 2021 and fall 2022.

1) **Minimum Enrollment** (Must Correspond to Break Even Budget Scenario Assumptions discussed in budget narrative) *Complete using Excel file “RFA Staffing and Enrollment Worksheets.”*

Sample Excerpt

Grade Level	Number of Students				
	2022-23	20023-24	2024-25	2025-26	2026-27
Pre-K					
K					
1					
2...					
10					
11					
12					
Total					

2) **Planned Enrollment** (Must Correspond to Budget Worksheet Assumptions) *Complete using Excel file “RFA Staffing and Enrollment Worksheets.”*

Sample Excerpt

Grade Level	Number of Students				
	2022-23	20023-24	2024-25	2025-26	2026-27
Pre-K					
K...					
12					
Total					

3) **Maximum Enrollment** (Note: Enrolling more than 10 percent of the planned enrollment described in subsection b will necessitate a charter amendment) *Complete using Excel file “RFA Staffing and Enrollment Worksheets.”*

Sample Excerpt

Grade Level	Number of Students				
	2022-23	20023-24	2024-25	2025-26	2026-27
Pre-K					
K					
12					

Total					
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- a. Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated above. Note: particular weight will be given to rationales which prioritize academic achievement over financial returns.
- b. Schools proposing to open new elementary facilities with more than 400 students or more than 3 grade levels should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.
- c. Schools proposing to add a new middle or high school facility with more than 200 newly enrolled students in sixth grade or above or more than 2 grades above fifth grade should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.

BOARD GOVERNANCE

Complete this section only to the extent it is different from what is shown in the application for the school. Otherwise, indicate “No change from original application or most recent amendment. See attached.”

- o. Explain the governance philosophy that will guide the board, including the nature and extent of involvement of key stakeholder groups.
- p. Describe the governance structure of the expanded school when the board is fully composed, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies. Explain how this governance structure and composition will help ensure that a) the school will be an educational and operational success; b) the board will evaluate the success of the school and school leader; and c) there will be active and effective representation of key stakeholders, including parents.
- q. Please submit board member information for current and proposed new board members in the provided Board Member Template (provide as part of **Attachment** ____). Please note that at least 75% of new board members for SY 2021-2022 must be identified at the time of the submission of the expansion request.
- r. Provide, as part of **Attachment** ____, a completed and signed Board Member Information Sheet for each proposed new Board member as well as the board member’s resume and a thoughtful biographical summary outlining the particular qualifications of each board member as relates to both service on a public charter school board and to the specific needs of this particular charter school.
- s. Describe the board’s ethical standards and procedures for identifying and addressing conflicts of interest. Will the board be making any changes to its Bylaws, Code of Ethics, and Conflict of Interest policy in light of the expansion or new statutory or regulatory requirements, including SB509?
- t. Identify any existing, proposed, or contemplated relationships that could pose actual or perceived conflicts if the expansion request is approved, including but not limited to any connections with landlords, developers, vendors, or others which will receive compensation or other consideration directly or indirectly from the school; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts, including the new requirements of a Code of Ethics in SB509 and the nepotism regulations applicable to charter schools.
- u. Describe the board’s history since inception, including a discussion of turnover. How does the board proactively manage governance and succession? How does the board propose to significantly exceed the statutory minimum criteria for board qualifications in light of the complexity and risk associated with governing a large, multi-site charter school network? What elements, characteristics, and behaviors of specific, analogous high performing multi-site charter school networks, non-profit social enterprises,

and for-profit organizations with similar levels of revenues or complexity has the governing body elected to emulate in its governance and in the operation of the school? Describe concrete and specific plans for increasing the capacity of the governing board. How will the board continue expand and develop over time?

- v. Describe the kinds of orientation or training new board members will receive and what kinds of ongoing development existing board members will receive. The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.
- w. Describe the working relationship between the board and staff (academic, operations, and financial) and the working relationship between the board, staff, and any education management organization. Outline the regular reports that will be provided to the board, their frequency, and who will provide them. This may include financial, operational, and/or or academic reports.
- x. Describe any advisory bodies or councils to be formed, including the roles and duties of those bodies. Describe the planned composition; the strategy for achieving that composition; the role of parents, students, and teachers (if applicable); and the reporting structure as it relates to the school’s governing body and leadership.
- y. Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school.
- z. What goals will be established for the board and how will board members be held accountable? Outline the key expectations for board members in the table below. What actions would trigger removal from the board and under what process?

Goal	Purpose	Outcome Measure

INCUBATION YEAR DEVELOPMENT (for approved schools that have not yet opened)

- aa. Provide a detailed start-up plan as well as specific organizational goals for the planning year (SY 2021-2022) to ensure that the school is ready for a successful launch in fall 2022. Using the template provided, outline key activities, responsible parties, and milestones and submit as an **Attachment** ____.
- bb. Please describe the plans for leadership training and development of the selected school leader during the incubation year prior to school opening and how these plans support your year 0 goals. If partnering with an organization, please briefly describe the main components of the training program.
- cc. Explain who will work on a full-time or nearly full-time basis immediately following assignment of a location to lead development of the school(s) and the plan to compensate these individuals.

SCHOOL MANAGEMENT CONTRACTS

Indicate “Not Applicable” if the school does not intend to amend an existing management contract or enter into a new management contract with a for-profit or non-profit education management organization (EMO) or charter management organization (CMO).

- dd. How and why was the EMO or CMO selected?
- ee. Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).
- ff. Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.
- gg. Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable.
- hh. Please provide the following in **Attachment ___**:
 1. A term sheet setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;
 2. A draft of the proposed management contract which complies with NRS 386.562 and SB509 (2015 session) and all other applicable laws and regulations;
 3. As an exhibit to the proposed management contract, a crosswalk of the academic, financial, and organizational goals of the charter school set forth in the SPCSA Charter School Performance Framework, including the school’s mission-specific goals, and a clear identification of each of the performance goals and expectations for the education management organization related to each charter school goal. This will serve as the board’s primary evaluative tool for the education management organization.
 4. Documentation of the service provider’s for-profit or non-profit status and evidence that it is authorized to do business in Nevada.
 5. Provide a brief overview of the EMO/CMO's history.
 6. List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shorted or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
 7. Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and all other authorizer personnel contacted. Include a summary

of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

8. List any and all management contract non-renewals, shortened or conditional renewals, or renegotiations or reductions in services provided for any of the schools managed by the organization and provide explanations. For all such schools which are still in operation, please provide contact information, including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

SERVICES

9. Provide **Attachment** ___ describing how the school leadership team will support operational execution.
10. Provide narrative or evidence illustrating the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below.
11. In this space and in the finances section, demonstrate how you will fund the provision of the services below which you are requesting approval to implement.
 - i. Transportation: Describe your plans for providing student transportation. If the school will not provide transportation, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.
 - ii. Food Service: Outline your plans for providing food service at the school, including whether and how you will be your own school food authority or will contract with another provider. If the school will not provide food service, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.
 - iii. Facilities maintenance (including janitorial and landscape maintenance)
 - iv. Safety and security (include any plans for onsite security personnel)
 - v. Other services
12. Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.
13. Student Information Management: Timely communication of accurate student information is critical for payments to schools, compliance, and performance monitoring. Please describe how you will manage student information using the statewide Infinite Campus system, and how you will build capacity around the use of the software in order to independently maintain the system. Detail the staff members who will enter data along with the project manager who will commit to trainings and regularly monitor student information for accuracy.
14. Data Security: SPCSA charter schools record, generate and consume data that falls under strict requirements for security, privacy, and retention (including FERPA and recent legislation related to the protection of personally identifiable information (PII)). Describe the systems and procedures you will implement in order to ensure you are compliant with these obligations.
15. Provide, as an Attachment ___, a detailed operational execution plan which discusses the planning and provision of these and other essential operational services in greater detail.

ONGOING OPERATIONS

16. SPCSA schools coordinate emergency management with local authorities. Explain your process to create and maintain the school's Emergency Management Plan required by the State of Nevada. Include the types of security personnel, technology, equipment, and policies that the school will employ. Who will be primarily responsible for this plan? Does the school anticipate contracting with the local school district for school police services? How will the school communicate with and coordinate with lead law enforcement agencies and other public safety agencies?
17. Discuss the types of insurance coverage the school will secure as a result of the expanded scope of operation and the attendant risks, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability insurance for staff and students, indemnity, directors and officers, automobile, and any others required by Nevada law or regulation. As the minimum coverage required by Nevada law and regulation is intended as a baseline requirement for schools which operate at a significantly smaller scale, schools requesting an amendment are expected to research the levels of and types of insurance coverage typically required of and obtained by multi-site charter school networks in other states, including but not limited to Arizona, California, Colorado, the District of Columbia, Massachusetts, and New York, and crosswalk those levels of coverage with those the school intends to obtain to ensure that the governing body and network leadership is fully cognizant of the complexity of risk management in a multi-site context.

Section II: SPECIFIC RFA SECTIONS

RFA: Academic Amendments

1. RFA: Add Distance Education

- a. Executive Summary
 - i. An overview of the mission and vision for the expanded school or network, noting any revisions to the approved mission and vision for the school relating to the addition of a distance education program.
 - ii. A list of the current school campuses
 - iii. Proposed model and target communities by zip code
 - iv. The outcomes you expect to achieve across the network of campuses with the addition of the distance education program.
 - v. The key components of your educational model and how the distance education program aligns with the educational model.
 - vi. Key supporters, partners, or resources that will contribute to the distance education program
- b. Targeted Plan
 - i. Identify the community you wish to serve as a result of the distance education program and describe your interest in serving this specific community.
 - ii. Explain how your distance education model, and the commitment to serve the population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.
- c. Distance Education Requirements
 - i. Describe the system of course credits that the school will use.
 - ii. Describe how the school will monitor and verify the participation in and completion of courses by pupils.
 - iii. Describe how the school will ensure students participate in assessments and submit coursework.
 - iv. Describe how the school will conduct parent-teacher conferences.
 - v. Describe how the school will administer all tests, examinations or assessments required by state or federal law or integral to the performance goals of the charter school in a proctored setting.
- d. Special Education
 - i. For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum.

- ii. What systems will you put in place to ensure that staff members are knowledgeable about all legal distance education requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?
- e. Scale Strategy
 - i. Describe the steps that you will take to scale your model to new sections, including the people involved and the resources contributed both by the founding campus and the new distance education program.
 - ii. If the school is affiliated with a CMO or EMO that operates distance education in other states, compare your efforts to scale distance education operations to Nevada to past scale distance education efforts in other states.
- f. Student Recruitment and Enrollment
 - i. Explain the plan for student recruitment and marketing for the new distance education program that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure.
 - ii. What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting distance education applications and how long the window will last prior to conducting a lottery.
 - iii. What distance education enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination?
- g. Services
 - i. Provide a description of how the school leadership team will support the distance education operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school’s plan for supporting all operational needs of the school, including but not limited to those listed below. In this space and in the finances section, demonstrate how you will fund the provision of these services.
 - ii. Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers—including new investments necessary to support this distance education expansion. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.
- h. Financial

Describe the costs associated with the inclusion of the Distance Education program including technology infrastructure and support mechanisms across your school, staff, and teachers—including new investments necessary to support this distance education expansion. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.

2.RFA: Add Dual-Credit Program

Charter schools which would like to provide a program where a student may earn college credit for courses taken in high school must request this amendment by responding to the general sections of this RFA and the following specific program questions.

- a. Describe the proposed duration of the relationship between the charter school and the college or university and the conditions for renewal and termination of the relationship.
- b. Identify roles and responsibilities of the governing body of the charter school, the employees of the charter school and the college or university.

- c. Discuss the scope of the services and resources that will be provided by the college or university.
- d. Explain the manner and amount that the college or university will be compensated for providing such services and resources, including, without limitation, any tuition and fees that pupils at the charter school will pay to the college or university.
- e. Describe the manner in which the college or university will ensure that the charter school can effectively monitor pupil enrollment and attendance and the acquisition of college credits.
- f. Identify any employees of the college or university who will serve on the governing body of the charter school.

Provide as an **Attachment** ____, a draft memorandum of understanding between the charter school and the college or university through which the credits will be earned and a term sheet confirming the commitment of both entities to the specific terms outlined in this charter application. If the school is not planning to provide a dual-credit program, please upload an attestation explaining that this request is inapplicable.

3.RFA: Change Mission and/or Vision

For an RFA to accomplish this objective:

- a. Complete and submit your RFA with the General application sections above completed.
- b. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.
- c. Indicate “N/A” for any below requested response that is not applicable to your request.

4.RFA: Eliminate a grade level or other educational services

For an RFA to accomplish this objective, pursuant to NAC 388A.325:

- a) Complete and submit your RFA with the General Requirements sections above completed.
- b) The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

5.RFA: EMOs/CMOs: Entering, amending, renewing, terminating charter contract with EMO/CMO

a) School Management Contracts

- 1. RFAs for “entering into, amending, renewing or terminating a contract with an educational management organization” are processed pursuant to NAC 388A.575
- 2. Contracts with EMOs are regulated in part pursuant to NAC 388A.580.
- 3. Limitations on the provision of teachers and other personnel by EMOs is regulated pursuant to NAC 388A.585.
- 4. Please provide the EMO’s Tax Identification Number (EIN), Organizational Location Address, and Organizational Mailing Address.
- 5. How and why was the EMO selected?
- 6. If this amendment would result in the approval of an EMO other than that approved in the initial charter application, please explain in detail the rationale for the change.
- 7. Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).
- 8. Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls (including any compensatory controls) that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.
- 9. Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any other current or prospective vendor or contractor (including the landlord), prospective employee of the charter school, a member of the

committee to form a charter school or the board of directors of the charter management organization, as applicable.

10. Provide a brief overview of the organization's history.
11. List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shorted or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
12. Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and all other authorizer personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
13. List any and all management contract non-renewals, shortened or conditional renewals, or renegotiations or reductions in services provided for any of the schools managed by the organization and provide explanations. For all such schools which are still in operation, please provide contact information, including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shorted or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

b) Financial Plan

1. Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.
2. Present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.).
3. Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed

campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.

4. Describe the campus', school's, and any management organization's distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.
5. Submit a completed financial plan for the proposed school as an **Attachment** ___ (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
6. Submit, as an **Attachment** ___, a detailed budget for the operator at the network level (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
7. Provide, as an **Attachment** ___, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.
8. Complete the audit data worksheet in **Attachment** ___. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in **Attachment** ___.

Attachments Necessary for EMO Amendment

- 1) A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.
- 2) Agenda for Board Meeting Where Board Voted to Request an Amendment to Contract with an Educational Management Organization, Renew a Contract with an Educational Management Organization, Terminate a Contract or Discontinue Negotiations with an Educational Management Organization, and/or Amend a Contract with an Educational Management Organization.
- 3) Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Contract Educational Management Organization, Renew a Contract with an Educational Management Organization, Terminate a Contract or Discontinue Negotiations with an Educational Management Organization, and/or Amend a Contract with an Educational Management Organization.
- 4) Final Term Sheet
- 5) Final, negotiated and executed contract between charter school and educational management organization which complies with NRS 388A, NAC 388A and all other applicable laws and regulations.
- 6) A term sheet signed by the Chief Executive Officer of the Service Provider setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;
- 7) Crosswalk of academic, organizational, and financial framework deliverables under the charter contract which will be delegated to or supported in whole or in part by the Educational Management Organization.
- 8) Documentation of Service Provider's non-profit or for-profit status
- 9) Documentation of Service Provider's authorization to do business in Nevada (e.g. current business license)
- 10) Budget Narrative

- 11) School Budget
- 12) Network Budget
- 13) Historical Audits
- 14) Audit Data Worksheet
 - (a) Academic Performance Worksheet
 - (b) Good Cause Exemption Letter
 - (c) A final crosswalk of the academic, financial, and organizational goals of the charter school set forth in the SPCSA Charter School Performance Framework, including the school’s mission-specific goals, and a clear identification of each of the performance goals and expectations for the education management organization related to each charter school goal. This will serve as the board’s primary evaluative tool for the education management organization.

6. RFA: Enrollment: Expand Enrollment In Existing Grade Level(s) And Facilities

The purpose of this Expansion Amendment Request is to assess the potential of existing charter school boards to produce high-quality student outcomes and function as highly effective, accountable, and transparent providers of public education as they add new students and demonstrate the capability and maturity to achieve at consistently high levels in all domains while continuing to scale their impact in their communities and in other communities across the state.

- a. Please detail how this proposed expansion aligns to the current [SPCSA Academic and Demographic Needs Assessment](#).
- b. Please provide academic performance data broken down by subgroups. What is the school’s assessment of its current work in preventing performance gaps? If gaps exist, how is the school working to ensure that these gaps are reduced? How will the school work to prevent gaps with expanded enrollment?
- c. Please provide an overview of discipline data, broken down by subgroup. What is the school’s assessment of its current work in preventing disproportionate discipline practices? How will the school work to prevent disproportionate discipline practices with expanded enrollment? Please be sure to speak to the restorative justice practices implemented at the school.

What is your current enrollment for the prior years in your current contract?

Year						
Enrollment						

What is your projected enrollment for the years for which you are requesting an expansion?

Year						
Enrollment						

7. RFA: Enrollment: Expand Enrollment in New Grade Level(s)

For an RFA to accomplish this objective:

- a) Complete and submit your RFA with the General application sections above completed.
- b) The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

The purpose of this Expansion Amendment Request is to assess the potential of existing charter school boards to produce high-quality student outcomes and function as highly effective, accountable, and transparent providers of public education as they add new students and demonstrate the capability and maturity to achieve at consistently high levels in all domains while continuing to scale their impact in their communities and in other communities across the state.

The expansion request is evaluated based on the strength of the plan in each of those domains, while applicants are evaluated based on their capacity to execute the program they've proposed both based on the coherence, thoroughness, and thoughtfulness of each element of the application and on the data gathered during both the (discretionary) capacity interview process and background research and due diligence on both proposed members of the expanded governing board and proposed staff members. Successful requests will share many of the same characteristics.

This amendment request form pre-supposes that the school plans to utilize the existing facility.

If the current facility requires no construction or renovation to accommodate the addition of these new grades, then provide a brief narrative at each attachment attesting to that fact. Each attestation must be signed by the chair of the governing body and the school leader, must be notarized, and must be remediated to be accessible pursuant to Section 508 of the Rehabilitation Act.

If the existing campus or campus(es) requires any construction or renovation after the date of submission of this request and prior to the commencement of instruction, then answer the applicable specific facility related section questions.

- a. Please detail how this proposed expansion aligns to the current [SPCSA Academic and Demographic Needs Assessment](#).
- b. Please provide academic performance data broken down by subgroups. What is the school's assessment of its current work in preventing performance gaps? If gaps exist, how is the school working to ensure that these gaps are reduced? How will the school work to prevent gaps with expanded enrollment?
- c. Please provide an overview of discipline data, broken down by subgroup. What is the school's assessment of its current work in preventing disproportionate discipline practices? How will the school work to prevent disproportionate discipline practices with expanded enrollment? Please be sure to speak to the restorative justice practices implemented at the school.

8. RFA: Lottery: Change(s) in Charter Lottery Policy

The SPCSA considers changes to the admission process for sponsored schools to be a material amendment to their charter contract.

To incorporate a weighted lottery program, a Request For Amendment must present, in at least three to five narrative pages, plus any spreadsheet, a description of the following:

1. The current academic model including current student demographics and academic performance, including performance by student group,
2. An updated Meeting the Need section noting relevant sections and changes. The projected impacts from the proposed weighted lottery on student demographics,
3. How the school will ensure strong academic results for all students, including any adjustments to the school model and/or staffing to account for expected changes in student demographics,
4. A summary of the current fiscal state of the school under the current model, such as by a copy of the current school budget, and
5. A summary of the projected fiscal impact to revenues, expenditures, reserves, and surplus (deficit).

Additionally, include a copy of the current lottery policy as well as a copy of the charter school board-approved, proposed weighted lottery policy.

The draft of your proposed lottery policy must include a thorough explanation/rationale for any adjustments to lottery priorities and/or weights. Proposed policies must demonstrate alignment to [NRS 388A.456](#) and/or [R131-16](#). If your school/network is proposing a weighted lottery, please be sure to provide a thorough explanation for the proposed weighting system.

Provide a plan and timeline for communicating the proposed lottery changes to your charter school/network community. How will the charter/network ensure that prospective families are aware of these changes?

Attach a revised student enrollment form to be used under the proposed policy³.

Facility RFAs

General Facility RFA requirements

1. Describe the school's capacity and experience in facilities acquisition and development, including managing build-out and/or renovations, as applicable. Provide a description and analysis of any construction or development delays which have impacted a school or campus calendar and schedule in the past and a discussion of any organizational or operational adjustments that have been made to prevent recurrence in the future.

N/A

2. Identify the entity responsible for acquiring and maintaining school facilities and describe that entity's relationship to both the school and any management organization. If costs related to the facility will be borne by the proposed school's education management organization or a related party such as a foundation, it should identify the level of capital support the organization (or related party) is willing to provide to the school.

Nevada Virtual Academy's Board secured a broker to help find the building. NVVA employs a facilities manager who will be responsible for the maintenance and upkeep of the interior of the building. The HOA is responsible for the outside of the building.

3. List names and roles of any parties which could be deemed financially interested and describe the potential or actual interest relating to the current or proposed facility. This includes any existing or potential conflicts of interest or existing, direct or indirect, potential ownership interests with the current and/or proposed facility.

Nevada Virtual Academy's Board has entered into a 3-year lease with Diamond Creek Holdings.

4. Show the fiscal impact of the proposed facility plan for the first three years after implementation of your plan using the SPCSA Financial Performance Ratings model (ask staff for a copy of the most recent model for your school). Explain plans to address any pro forma rating declines—if any—to at least the below areas from implementation of the plan.
 - a) Current Ratio (CR)
 - b) Unrestricted Days Cash on Hand (UDCOH)
 - c) Cash Flow (CF)
 - d) Debt to Asset Ratio (D/A)
 - e) Debt (or Lease) Service Coverage Ratio (DSCR or LSCR)

³ Note: if the charter/network is proposing a weighted lottery, additional information asked of students and families should be clearly labeled as optional.

See attachment #1

5. If a proposed facility **has been** identified and **requires no construction or renovation** prior to the commencement of instruction, provide only the relevant post construction, post renovation items described below:

a) The physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility.

See attachment #2

b) A copy of the current deed on the property (if the school owns the facility) or a copy of the proposed lease or rental agreement noting any additional square footage to be leased.

See attachment #3

c) A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement.

See attachment #3

d) A copy of the floor plan of the facility and all other documentation required pursuant to [NAC 388A.315](#) ("Request to occupy new or additional facility"). Include notations of all included campus facilities with a **table or statement describing the square footage** of the facility AND an assurance **the school will submit any final versions of the documentation** called for here and in [NAC 388A.315](#).

i) **Include conditioned space square footage, total campus acreage acquired/ under control of the school. (Do not simply refer reviewers to architectural drawings which may or may not include specific dimensions.)**

See attachment #4

e) The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as an **Attachment 5**.

Diamond Creek Holdings, LLC Series 82764 Lake Sahara Dr., #115 Las Vegas NV 89117, 702-795-8100 – There are no known relationships between current owner and anyone affiliated with the school.

f) A copy of the Certificate of Occupancy at **Attachment 6**.

g) Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as an **Attachment 7**.

h) **The most recent project schedule showing milestone dates including Temporary and Final Certificates of Occupancy, other governmental permits, waivers, modifications or variations which may be required and their planned approval dates.**

See attachment #6

i) If the landlord or owner is under contract to deliver the facilities ready for occupancy then indicate "N/A"...If the school is managing the tenant improvements, then provide documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 388A.315388A.315 as an **Attachment** ____.

N/A

j) **A copy of the school's traffic flow plan including exhibits showing the planned traffic flows during the arrival and pick up times, the associated times and the designated areas for the pickup and drop off activities.**

See attachment #8

6. **N/A**

If a proposed facility has **NOT** been identified or the proposed facility **requires any construction or renovation** prior to the commencement of instruction, please provide:

- d) Either a discussion of the desired community of location and the rationale for selecting that community **AND** an assurance that the school will submit the documentation required in 1(a) for review and approval prior to acquisition of any facility in compliance with NAC 388A.315 as an **Attachment** ___ OR the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as an **Attachment** ___.
- e) Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility **AND** an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 388A.315 as an **Attachment** ___ OR, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as an **Attachment** ___.
- f) Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage **AND** an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 388A.315 as an **Attachment** ___ OR, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet **AND** an assurance that the school will submit final documentation in compliance with NAC 388A.315 as an **Attachment** ___.
- g) Either a description of the process and resources the school will use to identify a facility **AND** an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 388A.315 as an **Attachment** ___ OR, If a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as an **Attachment** ___.
- h) A detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school **AND** documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 388A.315 as an **Attachment** ___.
- i) A detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school **AND** documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 388A.315 as an **Attachment** ___.
- j) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 388A.315 as an **Attachment** ___.
- k) **The organization's plans/methods to finance these facilities, including:**
 - i) **Whether the school is seeking:**
 - (1) A loan (CDFI or other),
 - (a) For Construction financing,
 - (b) For Permanent financing,
 - (c) Refinancing
 - (2) Bond Financing,

- (a) For Construction financing,
- (b) For Permanent financing,
- (c) Refinancing
- (d) Tax-exempt
- (e) Rated
- (f) Privately placed

(3) Identification and description of bond instrument terms, including a schedule showing planned face amount, years/term to maturity, coupon/interest rate(s).

(4) A schedule of bond or loan issuance costs, including legal, consultant, conduit, issuer fees, and planned/budgeted fees.

- b) Comparison schedule/table (using SPCSA MS Excel file to be completed and returned in working MS Excel file format) showing for the first five years from issuance the current full lease rates and conditioned space square footage information compared to the post issuance conditioned space annual payment schedule and square footage with amortization table showing principal and interest payments and principal balance, as well as any balloon or graduated payment increases and refinancing. (A 3 year requirement described earlier in this document regards the SPCSA financial performance ratings model compared with this 5 year comparison of facility costs under current and proposed conditions).
- c) What is the required “breakeven” enrollment number of students for the project to be feasible, as well as the breakeven percentage of the planned enrollments (Breakeven Enrollment/ Planned Enrollment), (e.g., “Breakeven Enrollment to Planned Enrollment is 380/420, or 90%”)?
 - i) State the planned total classroom student capacity of the new facilities (e.g., “24,750 sqft total planned for up to 450 students at 55 square feet per pupil”).
- d) Will the financing/refinancing trigger any prepayment penalties? Yes, No.
 - i) If “Yes”, describe the amount.
- e) May any interested parties be entitled to receive any success fees, loans, real estate or other equity interests or other financial interest(s) or gain from this transaction? Yes, No. If so, please identify the parties and describe the interest(s).
- f) Total overall project costs, with project cost breakdowns for land acquisition and improvements and developer/builder/contractor fees.
- g) Identify and describe recurring costs which will now be directly borne by the applicant which may currently be part of the applicant’s facility costs, such as utility and Common Area Maintenance costs and/or reserve expenses.
- h) Information (e.g., broker offering statements, web pages) on at least two comparable facilities considered/reviewed including location, acreage, square footage, cost/lease rates or purchase price of those facilities.
- i) Financing and financing assumptions. If leases will be used, show the year over year lease rates and lease escalator percentage rate(s) on unabated as well as abated rents, if applicable.
- j) Total facility costs, including debt service, lease, maintenance, utilities, reserves (e.g., capital, facility, contingencies, other reserves), etc., pursuant to NRS 388A.565.
- k) A copy of the school’s traffic flow plan including exhibits showing the planned traffic flows during the arrival and pick up times, the associated times and the designated areas for the pickup and drop off activities.

7. *N/A*

For schools which are seeking to occupy multiple facilities over several years, list the number of facilities you project operating in each of the next six years and identify all potential target jurisdictions at the county and municipal levels, including any unincorporated areas.

- a) Describe the strategy and process for identifying and securing multiple facilities, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, bond or third-party financing, etc.
- b) Charter school facilities must comply with health and safety requirements and all other mandates prescribed in

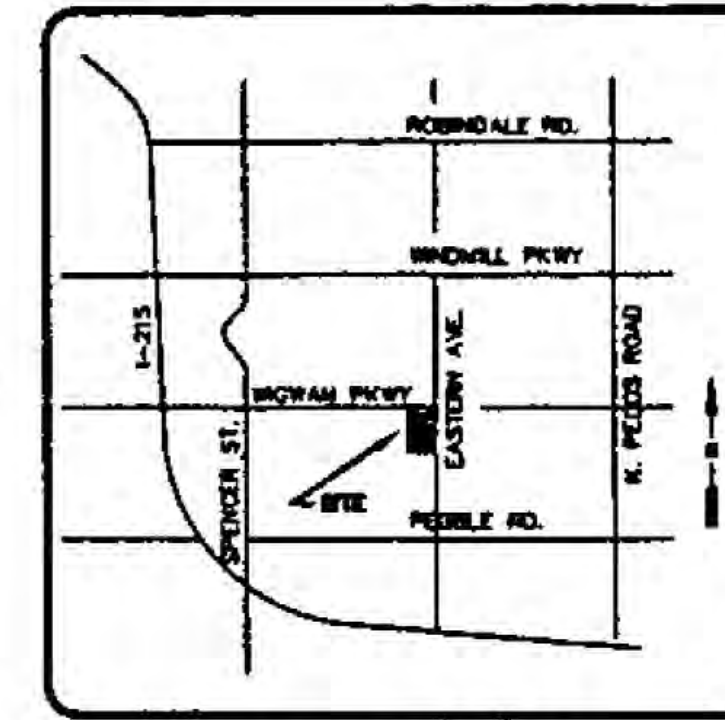
statute and regulation. In addition, charter schools must be prepared to follow applicable county and municipal review procedures which vary significantly between jurisdictions. Schools are expected demonstrate that they have thoroughly researched the different local requirements and adjust their permitting, construction, and inspection timelines accordingly. Discuss the research and planning that has occurred to date for each of the targeted jurisdictions, including both municipalities and unincorporated areas. Provide documentation of the current inspection and approval processes and timelines for the state, municipal, or county agencies within your proposed jurisdictions which will issue each Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 388A.315 as part of an **Attachment** ____. Provide documentation of building, fire, safety, health and sanitation code compliance inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all such code inspections within your proposed jurisdictions, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 388A.315 as part of **Attachment** ____.

Facility RFA Attachments required

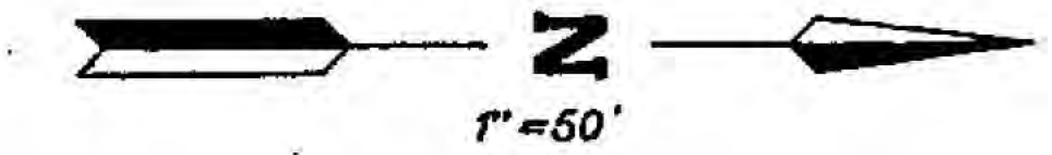
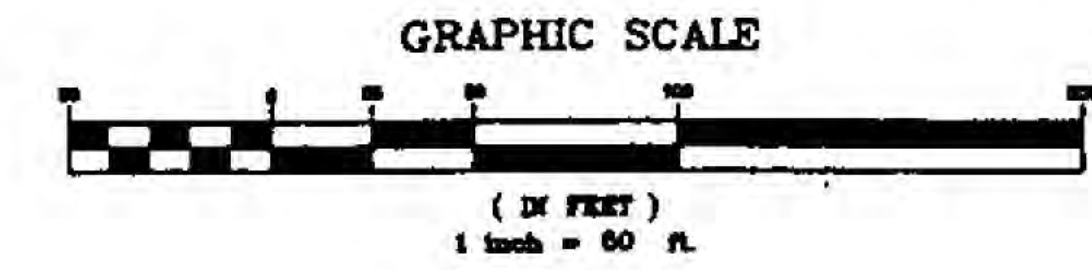
Eastern & Ford Site Plan Exhibit

PROPERTY INFORMATION

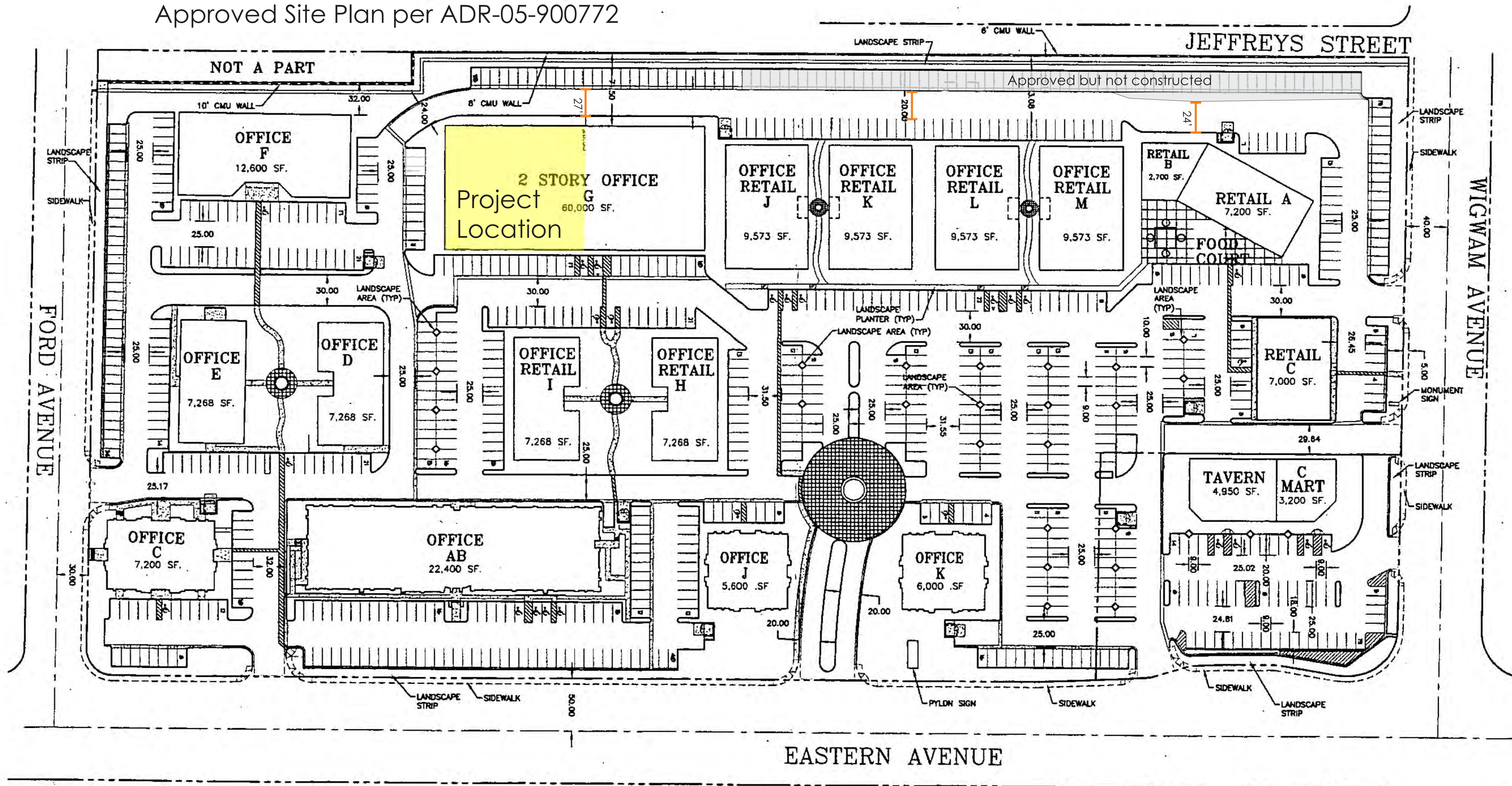
LAND AREA:	824,435 SF
ACRES:	+/- 18.47
TOTAL BUILDING AREA:	200,330 SF
LAND/BUILDING RATIO:	25.0%
TOTAL PARKING REQUIRED:	801 SPACES
HANDICAP SPACES REQUIRED:	17 SPACES
VAN ACCESS. SPACES REQUIRED:	3 SPACES
TOTAL PARKING PROVIDED:	801 SPACES
HANDICAP SPACES PROVIDED:	21 SPACES
VAN ACCESS. SPACES PROVIDED:	4 SPACES



VICINITY MAP
NTS



Approved Site Plan per ADR-05-900772





STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET (DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only 6/1/2022, is made by and between Diamond Creek Holdings, LLC Series 8 ("Lessor") and Nevada Virtual Academy, a Nonprofit Corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 8645 S. Eastern Ave #100, Las Vegas, NV 89123 ("Premises"). The Premises are located in the County of Clark, and are generally described as (describe briefly the nature of the Premises and, if applicable, the "Project"): School. (See also Paragraph 2)

1.3 **Term:** 3 years and 1 months ("Original Term") commencing 6/1/2022 ("Commencement Date") and ending 7/31/2025 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing June 1, 2022 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$38,000 per month ("Base Rent"), payable on the 1st day of each month starting after the Commencement Date. Notwithstanding the foregoing, the Base Rent shall be abated for 7/1/22 ("Abatement"). (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$38,000 for the period of the Original Term, subject to the Abatement.

Security Deposit: \$46,100 ("Security Deposit"). (See also Paragraph 5)

(b) **Association Fees:** Included in CAM : for the period _____.

(c) **Other:** CAM for \$8,100.

(d) **Total Due Upon Execution of this Lease:** \$92,200.

1.7 **Agreed Use:** K-12 school and ancillary uses thereto. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "Insuring Party" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation.** The following real estate broker(s) ("Broker(s)") and brokerage relationships exist in this transaction (check the applicable boxes):

_____ represents Lessor exclusively ("Lessor's Broker");

Mike McLeod of Albright Callister & Associates, LLC and Gina Kemple of Parker Realty represents Lessee exclusively ("Lessee's Broker"); or

_____ represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or 3 % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** No Guarantor to this Lease.

1.11 Lessor shall cooperate with Lessee in the acquisition of the special use permit for K-12 school and ancillary uses thereto ("Special Use Permit"), and receiving such Special Use Permit. Should the Special Use Permit be denied by Clark County, Lessee may terminate the lease at the end of the month of such denial or any month thereafter.

1.12 **Parking.** Lessor shall provide to Lessee the number of parking spaces required for a school and required by the Special Use Permit that will be considered directly dedicated and exclusive to Lessee.

1.13 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

an Addendum consisting of Paragraphs 51 through 51;

a plot plan depicting the Premises;

a current set of the Rules and Regulations;

a Work Letter;

other (specify): Rent Adjustment.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. The approximate square footage of _____ square feet. Additionally, assuming Lessor has the required number of spaces available, Lessor shall designate the number of parking spaces required by Clark County, NV for a school that will be treated as exclusive parking spaces for Lessee.

2.2 Condition; Lessor's Work; Lessor's FF&E.

(a) Lessor shall deliver the Premises to Lessee on the Commencement Date or the Early Possession Date,

whichever first occurs ("**Start Date**"), and,

- (b) Lessor shall, at Lessor's sole cost and expense, perform the following work (collectively, the "Lessor's Work"): (i) professionally clean all carpets in the Premises, (ii) professionally clean the entire Premises, including, without limitation, all bathrooms and break areas, and (iii) replace all damaged, stained or missing ceiling tiles in the Premises with new ceiling tiles that match the remaining ceiling tiles, and
- (c) Lessor shall cause all existing furniture located within the Premises (collectively the "Lessor's FF&E"), and shall permit Lessee to use Lessor's FF&E free of charge for the duration of the Lease Term. On or before the Lease Expiration Date or earlier termination of the Lease, Lessee shall return Lessee's FF&E to Lessor in the condition existing as of the Commencement Date, ordinary wear and tear and damage from casualties or any condemnation excepted, and
- (d) Lessor warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on the Commencement Date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense.

2.3 Compliance. Subject to the required Special Use Permit approval, Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Subject to the required Special Use Permit approval, said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. If the Premises does not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. Other than the required Special Use Permit approval that Lessor already has knowledge of, if Lessee does not give Lessor written notice of a non-compliance with this warranty within 12 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof less those expenses comparable with uses by tenants in general, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements and the Special Use Permit. If the Capital Expenditures

are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges as of the Commencement Date that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; and (e) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in

addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance

and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 Association Fees. In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent. The Association Fees are included in the CAM.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. Should the Agreed Use be amended to accommodate a material change in the business of Lessee that materially increases the security or risk to the Premises or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased and materially more than ordinary wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied solely to the extent required in the Lease by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. **THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.**

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a material nuisance, or that materially disturbs occupants of or causes material damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use. If Lessor fails to reply within 7 days after such request, such request shall be treated as approved by Lessor. Notwithstanding anything in this Lease to the contrary, Lessor covenants that until such time as this Lease shall have expired or shall have been duly terminated in accordance with the provisions hereof, Lessee, shall quietly hold, possess, occupy and enjoy the Leased Premises during the Term without hindrance, ejection or molestation by Lessor, any party lawfully claiming through or under Lessor, or any other person.

6.2 Hazardous Substances.

- (a) The term "Hazardous Substance" as used in this Lease shall be interpreted broadly to mean any substance or material defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, ordinance, regulation or rule presently in effect, as the same may be amended from time to time (the "Environmental Laws"); and it shall be interpreted to include, but not be limited to, any substance (including, without limitation, pollutants, lead, asbestos, radon and petroleum products) which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.
- (b) Lessor shall be responsible for environmental liability resulting from Hazardous Materials in existence at the Premises before Lessee takes occupancy.
- (c) Lessee, invitees, or any other 3rd party (not sent on behalf of lessor) shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the

environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as

concrete encasements) and/or reasonably increasing the Security Deposit.

- (d) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.
- (e) **Lessee Remediation.** Unless approved by Lessor for Lessee to use Hazardous Substance, Lessee shall not knowingly cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was directly caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.
- (f) **Lessee Indemnification.** If approved by Lessor to permit Lessee to use Hazardous Substance and Lessor actively uses Hazardous Substance on the Premises, Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees materially arising out of or involving any Hazardous Substance brought onto the Premises directly by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects from the Hazardous Substance approved of any contamination or injury to person from Hazardous Substance, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.
- (g) Except solely for Hazardous Substance for which Lessee brings onto the Premises after the Commencement Date of this Lease, Lessor shall be solely responsible, both as to performance and payment of costs, for removal (and remediation) of asbestos and all other Hazardous Substance from the Premises and Lessor, on its behalf and on behalf of its successors, hereby waives all rights of contribution and indemnity from Lessee. Any such work of removal, remediation and abatement shall be conducted in such manner as shall interfere as little as practicable with the conduct of business in the Premises. Nothing herein shall, however, preclude Lessor from seeking contribution or indemnity from any other Lessee or other person who may be responsible with respect for such Hazardous Substance.
- (h) Finally, in the event Lessee discovers any Hazardous Substance and the removal of same would increase the cost of or delay Lessee's opening for its normal business operations, or otherwise adversely affect Lessee, then Lessee shall, in addition to all other rights and remedies to which Lessee is entitled under this Lease, at law and/or in equity, shall also have the right to terminate this Lease by delivering written notice of termination to Lessor. Notwithstanding the foregoing, nothing herein shall be construed to obligate Lessee to remove any such Hazardous Substance.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. Lessor shall enforce all of its Applicable Requirements, and the terms, covenants and conditions in each and every lease for space in the Premises, in a uniform and non-discriminatory manner. Notwithstanding anything contained in this Lease to the contrary, Lessor shall not amend or modify any of the Applicable Requirements if the effect thereof shall be to increase, limit, reduce or eliminate any of the rights, privileges or benefits given to Lessee pursuant to this Lease.

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice and reasonable approval by Lessee, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such

inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to \$100. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities used only by the Premises, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), floors, stairs, windows, doors, plate glass, skylights. Through CAM payment, Lessor shall manage at Lessor's expense, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways, and utility main connections (plumbing, sewer, gas and electrical) located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Premises in a condition similar to its condition upon the Commencement Date (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 105% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month).

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain inside the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. Through CAM payment, Lessor shall at minimum manage and keep in good condition and repair, at Lessor's expense, the foundations, exterior walls, structural condition of interior bearing walls, the roof structure, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways, and utility main connections (plumbing, sewer, gas and electrical) located in, on, or adjacent to the Premises. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition

or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post and record notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs. Pursuant to Nevada Revises Statutes ("NRS") Section 108.234, Lessor hereby informs Lessee that Lessee must comply with the requirements of NRS 108.2403 with respect to any work or alteration Lessee performs or causes to be performed at the Premises. Lessee acknowledges the requirements thereunder with respect to Lessee's recording of a notice of posted security in the Official Records of the County in Nevada wherein the Premises are located, in accordance with NRS 108.2403, and either (i) establishing a construction disbursement account pursuant thereto or (ii) furnishing and recording, in accordance therewith, a surety bond for the prime contract for Lessee's work that meets the requirements of NRS 108.2415. The parties acknowledge that Lessor is intended to be a "disinterested owner" as defined in NRS 108.234(7) with respect to all works of construction, alterations, repairs, or improvements on the Premises by or for Lessee. Accordingly, Lessee shall comply with all requirements set forth in NRS 108.2403 and NRS 108.2407. Without limiting the generality of the forgoing, prior to commencing any such work on the Premises, Lessee shall deliver to Lessor (i) a conformed copy of the recorded notice of posted security recorded pursuant to NRS 108.2403(1)(a), containing the information required by NRS 108.2403(2) and showing the County Recorder's applicable recording information; (ii) written evidence confirming that Lessee has either established such construction disbursement account or obtained and recorded such surety bond pursuant to NRS 108.2403(1)(b); and (iii) the name, address, and telephone number of Lessee's prime contractor for such work, which shall be delivered within five (5) days of Lessee and such prime contractor entering into a contract for such work.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous

Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment For Insurance. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation'

endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof.. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity.

- (a) Lessor shall defend, indemnify and hold harmless Lessee, its agents, affiliates, partners, or other entities controlling, controlled by or under common control with Lessee, from and against any and all claims or liabilities arising either before or after the Commencement Date from the negligent acts or willful misconduct of Lessor, its agents or affiliates. In case Lessee, its agents or affiliates are made a party to any litigation commenced by or against Lessor, then Lessor shall protect and hold Lessee harmless and shall pay all reasonable costs, expenses and attorneys' fees incurred or paid by Lessee in connection with the litigation.
- (b) Lessee shall defend, indemnify and hold harmless Lessor, its agents, affiliates, partners, or other entities controlling, controlled by or under common control with Lessor, from and against any claims or liabilities arising either before or after the Commencement Date from; (i) Lessee's use or occupancy of the Premises, the Building or the Project, including those arising from accident, injury, or damage, however and by whomsoever caused (except to the extent of any claim arising out of Lessor's negligence or willful misconduct), (ii) the conduct of Lessee's business or anything else permitted by Lessee, (iii) a breach or default in the performance of Lessee's obligations under the Lease, or (iv) from any negligent act or willful misconduct of Lessee, its agents, employees, contractors, invitees or licensees. In case Lessor, its agents or affiliates are made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all reasonable costs, expenses and attorneys' fees incurred or paid by Lessor in connection with the litigation.

8.8 Deleted.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by

the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessor receives insurance funds from Lessor's insurance or adequate assurance thereof within said 10 day period, Lessor is responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 30 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6. Commencing on the date that Total Destruction renders the Premises unusable for Lessee's business operations, and ending on the date the damage is repaired or this Lease is terminated, whichever occurs first, the rental to be paid under this Lease shall be abated in the same proportion that the floor area of the Premises that is rendered unusable by the damage bears to the total floor area of the Premises.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished. Commencing on the date that such damage renders the Premises unusable for Lessee's business operations, and ending on the date the damage is repaired or this Lease is terminated, whichever occurs first, the rental to be paid under this Lease shall be abated in the same proportion that the floor area of the Premises that is rendered unusable by the damage bears to the total floor area of the Premises.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 30 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises are located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises or the reassessment of the Project; (ii) a change in the improvements thereon; and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 Payment of Taxes. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 Joint Assessment. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 Personal Property Taxes. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 20 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 50% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 50% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat

such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits material waste, a material nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, or (viii) material safety data sheets (MSDS), where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies.

1. Remedies of Lessor for Lessee Default

If Lessee fails to perform any of its affirmative duties or obligations, within 30 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 105% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach that remains uncured after 30 days, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises

are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through any provisional remedy of summary eviction, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

(d) Mitigation of Damages. Notwithstanding anything to the contrary set forth in this Lease, Lessor agrees to use its commercially reasonable efforts to mitigate its damages resulting from a Lessee Default. Any costs or damages set forth in this Lease shall not include costs normally paid by a new Lessee and in no event shall include costs beyond restoring the Leased Premises to a "warm, lit" shell (i.e., with Lessee's interior improvements removed, and with heating, water and electricity available to the space).

2. Remedies of Lessee for Lessor Default

(a) If Lessor materially defaults in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days after Lessee sends written notice specifying such material default (except in case of emergency in which case no notice shall be required), or if such default requires more than thirty (30) days for remedy, then if Lessor materially fails to commence curing such default within the thirty (30) day period or fails to thereafter diligently continue curing such default until completion, then Lessee, in addition to all other rights or remedies to which Lessee is entitled under this Lease, at law and/or in equity, may, at its option, (i) terminate this Lease, or (ii) incur any expense necessary to perform the obligation of Lessor, and thereafter be reimbursed by Lessor for all such costs and expenses incurred by Lessee (including, but not limited to, reasonable attorney's fees and disbursements), plus interest from the date any such sum is incurred by Lessee at the prime rate of interest per annum charged by Citibank, N.A. or, if not available, a successor bank reasonably selected by Lessee, which shall be payable, at Lessee's option, either (i) as an offset or reduction against sums next becoming payable by Lessee under the Lease or (ii) as a cash payment upon demand by Lessee. Lessee shall have no liability to Lessor or any other party with respect to such work and Lessor hereby agrees to indemnify and hold Lessee harmless from any claim, loss, demand, liability or expense incurred by Lessee in connection with such work. If the Term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall still be recoverable by Lessee as damages. The terms set forth in this paragraph above shall survive the expiration or termination of this Lease.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 5% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 5% per annum but shall not exceed the maximum rate allowed by law.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

13.7 Exculpation. Lessor shall look solely to Lessee for any default by Lessee under this Lease or for the recovery of any judgment arising in connection herewith or with Lessee's operation, repair, alteration of the Premises or any other matter relating to the Premises. None of the Lessee's agents, employees, contractors, Lessees, sublessees, licensees, customers and invitees (collectively, "Lessee Parties") shall have any personal liability therefor, and Lessor hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Lessor. The limitations of liability contained in this Section 25.5 shall inure to the benefit of Lessee and the Lessee Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Lessee (if Lessee is a partnership), or trustee or beneficiary (if Lessee or any partner of Lessee is a trust), have any liability for the performance of Lessee obligations under this Lease.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; Lessee waives all rights to any part of such award including any rights pursuant to NRS 37.115. Lessee shall, however, be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on

a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

(a) No waiver by either party of the Default or Breach of any term, covenant or condition hereof by the other party, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by the other party, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) The Parties acknowledge: (i) receipt from Brokers of a Nevada Real Estate Division "Duties Owed by a Nevada Real Estate Licensee" form, and, if one Broker is acting for both Lessor and Lessee, a "Consent to Act" form, and (ii) that they have read and understand such forms and the duties owed to them by Brokers. The Parties also agree to execute and deliver to Brokers said forms. **NOTE:** The use of a broker in a real estate transaction does not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. If legal or tax advice is desired, a Party should consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited

to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving this Lease or the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

32. Auctions. Lessee shall not conduct, nor permit to be conducted, any for-profit auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whetherto permit an auction.

33. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements and no signs shall have any impact on visibility of Lessee's signs.

34. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

35. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

36. Guarantor.

36.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

36.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to

obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

37. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

38. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

38.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

38.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

38.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

38.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a). An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

39. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.**

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act. Lessor hereby represents to Lessee that, on the date hereof and on the "Commencement Date" (as defined below) that the Premises, as well as the Premises (and the sidewalk adjacent thereto), shall comply with all applicable Requirements, including, without limitation, all Requirements relating to "Hazardous Substance" (as defined below) and with the Americans with Disabilities Act, as amended and related local laws, statutes, regulations, ordinances and other governmental requirements (collectively, "ADA") . In addition, Lessor shall indemnify, defend and hold Lessee and all persons and entities claiming by, through and under Lessee harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including, without limitation, reasonable attorney's fees and disbursements, paid, suffered or incurred as a result of a violation of any such Requirements, Lessor hereby representing to Lessee that on the date hereof (and on the Commencement Date) there are and will be no such violations noted or issued. Lessor shall, at Lessor's sole cost and expense, comply at all times with all Requirements and with any direction of any public officers, which shall impose any violation, order or duty upon Lessor or Lessee with the respect to the Premises. Lessor shall also be responsible for paying any and all fines and penalties assessed by any governmental or quasi-governmental authority, agency or board if all or any part of the Premises fails to meet any Requirements during the Term of this Lease with respect to items Lessor is responsible for as set forth in this Lease.

50. "Force Majeure" means any event or condition beyond the reasonable control of Lessee which disables the Lessee from operating its business and Lessee loses its funding accordingly, including, without limitation, the foregoing: (a) strikes, lockouts, work stoppages, war, civil unrest, rioting, acts of a public enemy, invasions, insurrections, blockades, sabotage, effects of nuclear radiation, or national or international calamities, malicious mischief, embargo, earthquake, flood, hurricane, fire or other casualties, material interruption of utility services, government restrictions or moratoria, unavailability of or unusual delay in the delivery of labor or material despite reasonable diligence, condemnation, unavailability or moratorium in the issuance of any governmental approvals, unforeseeable governmental delays, restrictions or inaction, accidents, failure of supply, the inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish required services, (b) the passage or enactment of, or the interpretation or application of, any governmental requirement by any governmental authority having jurisdiction over Lessee or the Project not caused by the actions of Lessee, (c) acts of God, terrorism or other events or circumstances beyond the reasonable control of Lessee (excluding lack of funds), (d) environmental conditions relating to the Land that are materially different than the conditions disclosed by the [environmental reports], (e) geotechnical conditions that make construction of the Project materially more difficult or time-consuming than reasonably anticipated, and (f) the conditions of supply and demand which have been or shall be affected by any event or condition described in the foregoing. If either party to this Lease, as the result of any (i) strikes, lockouts or labor disputes, (ii) inability to obtain labor or materials or reasonable substitutes therefor, (iii) acts of God, governmental action, condemnation, civil commotion, fire or other casualty, or (iv) other conditions similar to those enumerated in this Section (other than inability to pay monies due under this Lease) beyond the reasonable control of the party obligated to perform, fails punctually to perform any non-monetary obligation on its part to be performed under this Lease, then such failure shall be excused and not be a breach of this Lease by the party in question, but only to the extent occasioned by such event. If any right or option of either party to take any action with respect to this Lease is conditioned upon the same being exercised within any prescribed period of time, then such prescribed period of time shall be deemed to be extended or delayed, as the case may be, for a period equal to the period of the delay occasioned by an event described in this paragraph above.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES,**

THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN NEVADA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

[Signature Page Follows]

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Las Vegas, NV
On: 6/5/2022

Executed at: 4801 S Sandhill 89121
On: 6/2/2022

By LESSOR:

Diamond Creek Holdings, LLC Series 8

DocuSigned by:

By: Dawn Zirolì

Name Printed: Dawn Zirolì

Title: Manager

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Attn: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker License #: _____

Agent License #: _____

By LESSEE:

Nevada Virtual Academy a Nonprofit Corporation

DocuSigned by:

By: Samantha Morris

Name Printed: Samantha Morris

Title: board president

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Attn: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker License #: _____

Agent License #: _____

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RENT ADJUSTMENT(S) STANDARD LEASE ADDENDUM

Dated: 5/6/2022

By and Between

Lessor: Diamond Creek Holdings, LLC Series 8

Lessee: Nevada Virtual Academy a Nonprofit Corporation

Property Address: 8645 S. Eastern Ave, Las Vegas, NV 89123
(street address, city, state, zip)

Paragraph: 51

A. RENT ADJUSTMENTS

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below:

(Check Method(s) to be Used and Fill in Appropriately)

I. Cost of Living Adjustment(s) (COLA)

a. On (Fill in COLA Dates): _____ the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): CPI W (Urban Wage Earners and Clerical Workers) or CPI U (All Urban Consumers), for (Fill in Urban Area): _____, All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or (Fill in Other "Base Month"): _____. The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the Base Rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

II. Market Rental Value Adjustment(s) (MRV)

a. On (Fill in MRV Adjustment Date(s)): _____ the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party appraiser or broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the

Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but not be limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new 'Base Month' for the purpose of calculating any further Adjustments.

✓ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):

6/1/2022 - 6/30/2022

7/1/2022 - 7/31/2022

8/1/2022 - 5/31/2023

6/1/2023 - 5/30/2024

6/1/2024 - 7/31/2025

The New Base Rent shall be:

Base Rent \$38,000 + Estim CAM \$8,100 =
Total Rent \$46,100

Base Rent Abated + Estim CAM \$8,100 =
Total Rent \$8,100

Base Rent \$38,000 + Estim CAM \$8,100 =
Total Rent \$46,100

Base Rent \$40,280 + Estim CAM \$8,100 =
Total Rent \$48,380

Base Rent \$42,696.80 + Estim CAM \$8,100 =
Total Rent \$50,796.8

B. NOTICE

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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ADDENDUM TO LEASE

Date: 5/6/2022

By and Between

Lessor: Diamond Creek Holdings, LLC Series 8

Lessee: Nevada Virtual Academy a Nonprofit Corporation

Property Address: 8645 S. Eastern Ave, Las Vegas, NV 89123
(street address, city, state, zip)

Paragraph: 52

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

- 1. It is advised that the Lessee rekeys all locks immediately. Lessee may provide a key to management office if they wish. Should Lessee lock themselves out of their unit/office, it is Lessee's sole responsibility (and at Lessee's expense) to gain safe access back into their unit using a licensed, insured, and bonded locksmith. Upon Lease termination, all keys must be surrendered.
- 2. Lessee must install and recharge fire extinguishers and maintain them as needed. Lessee must provide Lessor will invoices showing completed job.
- 3. Lessee is responsible for the installation and removal of signage. Lessee to obtain written approval from Lessor prior to the install/removal.
- 4. Lessee is to obtain all required occupancy permits and licenses for their respective business.
- 5. All vendors hired by Lessee must be licensed and insured. Lessor must be named as additional insured prior to beginning work. Lessor must give written approval for all modifications to building.
- 6. Lessee must service air conditioners every six months and change filters at least quarterly, or as needed. Lessee must provide Lessor with the preventative maintenance report showing completed job. Contractor must be licensed and insured. Failure to perform Lessee HVAC obligations as defined in this Lease within 10 days of the due date gives Lessor the ability to perform such obligations on Lessee's behalf. Lessee shall promptly pay to lessor a sum equal to 105% of the cost thereof, per section 7.1c of this lease.

TENANT INITIALS ^{DS}
SM

- 7. Vehicle washing is not allowed on the premises.
- 8. Lessee to provide Lessor, no later than 60-days prior to lease expiration, with intent of renewal or non-renewal of lease, in writing.
- 9. Pest control is a Lessee responsibility.
- 10. Lessee must replace smoke detector and thermostat batteries as needed, if applicable.
- 11. Please do not lower thermostat below 75 degrees. Lower temperatures may cause damage to the HVAC units. Damage, as a result of lower settings, is the responsibility of the Lessee to repair/replace.
- 12. Lessee may not modify the unit/office thermostat in any way.
- 13. Solar screens, window coverings and blind repairs are the responsibility of the Lessee, if any.
- 14. No smoking within 30 feet of the building.
- 15. Lessee shall be responsible for its individual expenses relating to its use of the Premises, including, expenses for alarm, interior maintenance/repairs, phone, utilities, and internet.
- 16. Should Lessee default on lease, any commission paid to leasing agent for placement commission will be due from Lessee and/or real estate agent.
- 17. Any scheduled appoints that are missed will be subject to a \$50 trip charge.
- 18. Window washing/cleaning is the responsibility of the Lessee.
- 19. Carpet cleaning is a Lessee responsibility. Lessees must use a floor mat to protect the carpet from rolling chairs or similar. Any carpet damage caused by lack of protection will be billed to the tenant. New carpet may be required should the carpet become damaged.
- 20. NO PETS ALLOWED. No pets, whether they belong to the Lessee or not, are permitted anywhere on the property, even temporarily, without the prior written approval of the Lessor. (SERVICE ANIMALS EXCLUDED)
- 21. Should fixtures and/or equipment be damaged as a result of negligent or abusive use, practice or behavior, Lessee shall be solely responsible for repair/replacement of such fixtures and/or

equipment.

22. Lessee must transfer all individually metered utilities into Lessee's name prior to taking possession.

23. Utilities must remain on in Lessee's name for move-out inspection.

24. If abated rent is included in the terms of the Lease, such abatement is based on fulfillment of the full term of the Lease. Should Lessee default of the Lease, Lessee shall be responsible for payment of rent and CAM charges during the full period of abatement.

25. All payments to Lessor including but not limited to rent, fees and common area maintenance charges, etc. shall be made in the form of an Automated Clearing House (ACH) payment. Instructions and account number(s) will be provided upon execution of lease documents.

26. Lessor is not required to send monthly rental invoices. Rent is due without notice to Lessee.

27. An NSF fee of \$50 will be charged for all checks returned by the bank. Additionally, a late charge will be charged for all replacement funds received by the Lessor after the 5th of the month.

28. A minimum fee in the amount of \$250.00 will be billed to tenant for any and all lease changes/modifications.

29. DO NOT PUT HOLES IN THE WALLS OR HANG ARTICLES FROM THE WALLS. YOU WILL BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH THE RESTORATION OF THE DRYWALL/WALLS AND PAINT.

30. Lessee has the option to renew the Lease Term for 2 additional periods of 5 years with 3% annual rent escalations beginning the first year. Lessee's broker commission to be 1.5% of base rent for FIRST lease renewal term only.

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RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Date: 5/6/2022

By and Between

Lessor: Diamond Creek Holdings, LLC Series 8

Lessee: Nevada Virtual Academy a Nonprofit Corporation

Property Address: 8645 S. Eastern Ave, Las Vegas, NV 89123
(street address, city, state, zip)

GENERAL RULES

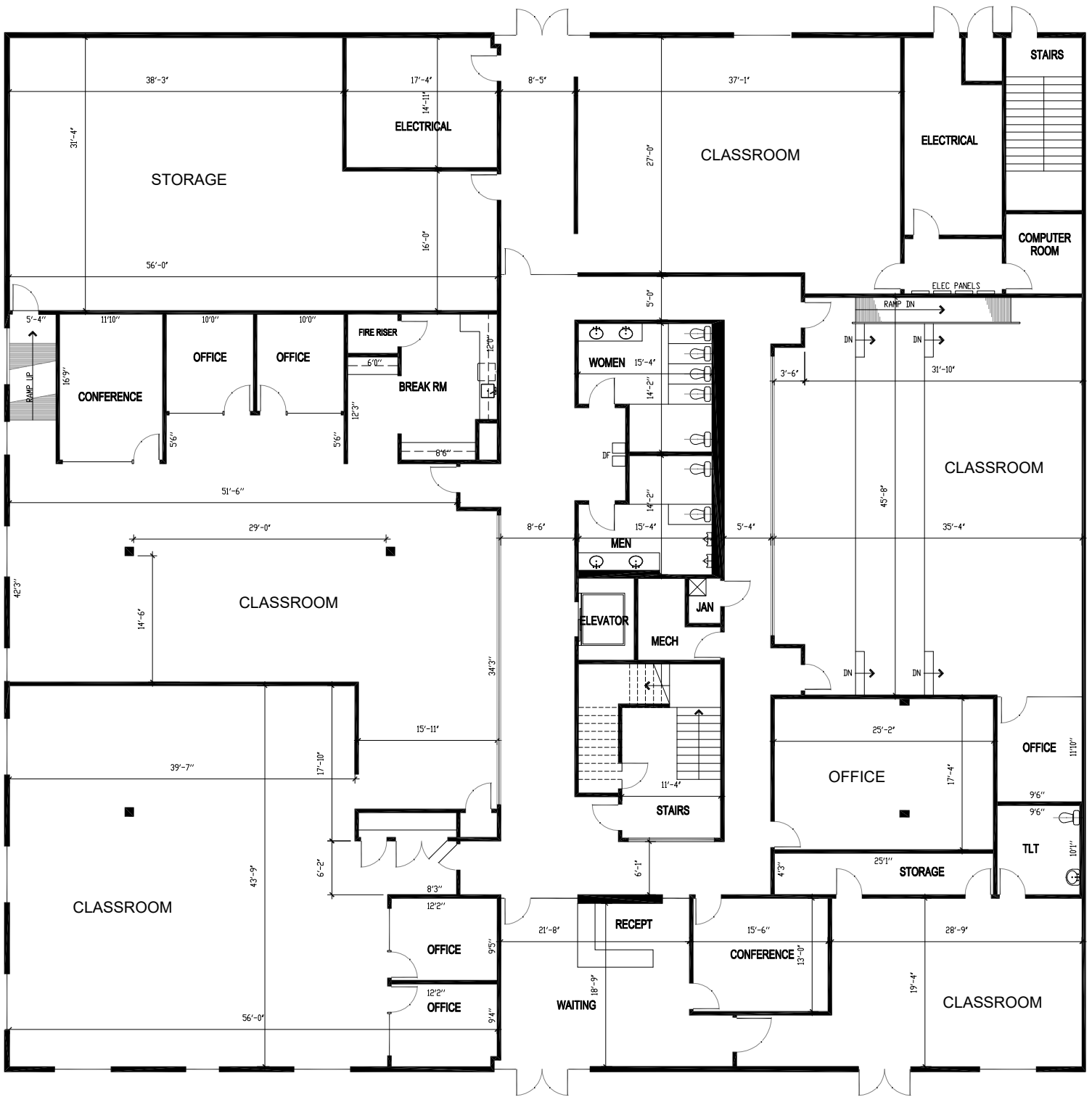
1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of _____ P.M. and _____ A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
6. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
7. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
8. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
9. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
10. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
11. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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8645 S. Eastern Ave. St. 100 First Floor Plan

8.15.2014



8645 S. Eastern Ave. St. 100 Second Floor Plan

8.15.2014

Diamond Creek Holdings, LLC Series 82764 Lake Sahara Dr., #115 Las Vegas NV
89117, 702-795-8100 – There are no known relationships between current owner and
anyone affiliated with the school.



DEPARTMENT OF DEVELOPMENT SERVICES

4701 W. RUSSELL RD. LAS VEGAS, NEVADA 89118 (702) 455-3000

CERTIFICATE OF OCCUPANCY

Permit #: 06-22514 Zone: C-2
Site Address: 8645 S EASTERN AVE
Prop. Description: EASTERN & WIGWAM PLAT BOOK 108 PAGE 48 PT LOT 1
Project Name: NEXTWAVE BROADBAND OFF REMODEL
Tenant Name: NEXTWAVE BROADBAND, INC Tenant #: 100
Owner Name: EASTERN CANYON PLAZA L L C
Contractor Name: JON C COOKE ENTERPRISES State Lic. #: 0032482
Contractor Addr.: 3330 WYNN ROAD SUITE C LAS VEGAS NV 89102
Ctr. Phone: (702) 248-3933 Parcel #: 177-14-710-037 # of Units: 0
Principal Design Professional:
Construction Type: II-B Occupancy: B Occupant Load: 470
Sq. Ft.: 26615 Building Final: 8/01/07 Issue Date: 8/02/07
Application Type: OFFICE BUILDING-REMODEL
Description of Work: TENANT IMPROVEMENT-OFFICE

NOTICE TO APPLICANT

This structure is deemed to be in substantial compliance with fire, life safety and structural provisions of the adopted codes of construction. Records concerning the construction of this building are on file with the building department in compliance with the appropriate records procedures.

This Certificate must be posted and maintained within any non-single family building or structure referenced above. Any construction to be done beyond the final building inspection date, above, requires a new building permit.

8/02/07

DATE APPROVED

[Signature] for RONALD L. LYNN, BUILDING OFFICIAL

This Certificate of Occupancy provides no warranty or guarantee either expressed or implied.



DEPARTMENT OF DEVELOPMENT SERVICES

4701 W. RUSSELL RD. LAS VEGAS, NEVADA 89118 (702) 455-3000

CERTIFICATE OF OCCUPANCY

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8/02/07

DATE APPROVED

[Signature] for RONALD L. LYNN, BUILDING OFFICIAL

This Certificate of Occupancy provides no warranty or guarantee either expressed or implied.

Inspection and Testing Certificate

Presented To

8645 S. Eastern Avenue Suite 100

For

15-017 8645 S. Eastern Avenue Suite 100

8645 S. Eastern Avenue
Suite 100
Las Vegas, Nevada 89123
United States

This site has been inspected and tested in compliance with applicable standards.

Completed
Wednesday, February 23, 2022

Test Session :02/23/22 1st Semi Annual

ACCEPTED BY

8645 S. Eastern Avenue Suite 100
8645 S. Eastern Avenue
Suite 100
Las Vegas, Nevada 89123
United States

TESTED BY

Charlie Fontanez
EDS Electronics Inc
2675 W. Cheyenne Ave
North Las Vegas, NV 89032
United States



Inspection Summary

Building Information

PROPERTY	15-017 8645 S. Eastern Avenue Suite 100	CONTACT
ADDRESS	8645 S. Eastern Avenue Suite 100	PHONE
CITY/STATE/ZIP	Las Vegas, Nevada 89123	MOBILE
COUNTRY	United States	EMAIL

Inspector Information

COMPANY	EDS Electronics Inc	CONTACT	Charlie Fontanez
ADDRESS	2675 W. Cheyenne Ave North Las Vegas, NV 89032	LICENSE NUMBER	F-2233/G-2233
COUNTRY	United States	PHONE	+1 702-480-9795
		EMAIL	cfontanez@edselectronicsinc.com

Testing Summary

EQUIPMENT TYPE	TOTAL	TESTED	PASSED	FAILED
Alarm Notification Appliance	72	72(100%)	72(100%)	0(0%)
Emergency Control Equipment	37	8(22%)	4(11%)	4(11%)
Fire Control Panel	4	4(100%)	4(100%)	0(0%)
Initiating Device	66	43(65%)	43(65%)	0(0%)
Other	2	2(100%)	2(100%)	0(0%)
Power Supplies	9	9(100%)	9(100%)	0(0%)
Supervising Station Transmitting Equipment	1	0(0%)	0(0%)	0(0%)
Water-Based Fire Protection Systems	1	1(100%)	1(100%)	0(0%)

Certification

The equipment specified herein was inspected and tested according to the NFPA 72 standard for fire alarm and signaling systems, with the inspection completed on Wednesday, February 23, 2022



ACCEPTED BY 02/23/2022

Building Representative

TESTED BY 02/23/2022
Charlie Fontanez
Technician

System Details

Control Units

MANUFACTURER	EST	DESCRIPTION	EST QS-1 FACP
MODEL	QS-1	S/W VERSION	
SERIAL NUMBER		LAST UPDATE	
INSTALL DATE	06/23/2007	S/W LOCATION	

Secondary Power

TYPE	Battery - Sealed Lead-acid	DESCRIPTION	12ah FACP Battery 1
NOMINAL VOLTAGE	12	LOAD VOLTAGE	
AMP HOURS	12	STANDBY HOURS	24
ALARM MINUTES	5	BATTERY LOCATION	Inside FACP
CHARGER VOLTAGE			
TYPE	Battery - Sealed Lead-acid	DESCRIPTION	12ah FACP Battery 2
NOMINAL VOLTAGE	12	LOAD VOLTAGE	
AMP HOURS	12	STANDBY HOURS	24
ALARM MINUTES	5	BATTERY LOCATION	Inside FACP
CHARGER VOLTAGE			
TYPE	Battery - Sealed Lead-acid	DESCRIPTION	7ah PS1 Battery 1
NOMINAL VOLTAGE	12	LOAD VOLTAGE	
AMP HOURS	8	STANDBY HOURS	24
ALARM MINUTES	5	BATTERY LOCATION	Inside power supply
CHARGER VOLTAGE			
TYPE	Battery - Sealed Lead-acid	DESCRIPTION	7ah PS1 Battery 2
NOMINAL VOLTAGE	12	LOAD VOLTAGE	
AMP HOURS	8	STANDBY HOURS	24
ALARM MINUTES	5	BATTERY LOCATION	Inside power supply
CHARGER VOLTAGE			
TYPE	Battery - Sealed Lead-acid	DESCRIPTION	7ah PS2 Battery 1
NOMINAL VOLTAGE	12	LOAD VOLTAGE	
AMP HOURS	8	STANDBY HOURS	24
ALARM MINUTES	5	BATTERY LOCATION	Inside power supply
CHARGER VOLTAGE			
TYPE	Battery - Sealed Lead-acid	DESCRIPTION	7ah PS2 Battery 2
NOMINAL VOLTAGE	12	LOAD VOLTAGE	
AMP HOURS	8	STANDBY HOURS	24
ALARM MINUTES	5	BATTERY LOCATION	Inside power supply
CHARGER VOLTAGE			
TYPE	Battery - Sealed Lead-acid	DESCRIPTION	7ah Radio Battery
NOMINAL VOLTAGE	12	LOAD VOLTAGE	
AMP HOURS	8	STANDBY HOURS	24
ALARM MINUTES	5	BATTERY LOCATION	Inside Radio

CHARGER VOLTAGE

TYPE	Battery - Sealed Lead-acid	DESCRIPTION	Pre-action Batt 1
NOMINAL VOLTAGE	12	LOAD VOLTAGE	
AMP HOURS	8	STANDBY HOURS	24
ALARM MINUTES	5	BATTERY LOCATION	Pre-action panel

CHARGER VOLTAGE

TYPE	Battery - Sealed Lead-acid	DESCRIPTION	Pre-action Batt 2
NOMINAL VOLTAGE	12	LOAD VOLTAGE	
AMP HOURS	8	STANDBY HOURS	24
ALARM MINUTES	5	BATTERY LOCATION	Pre-action panel

CHARGER VOLTAGE

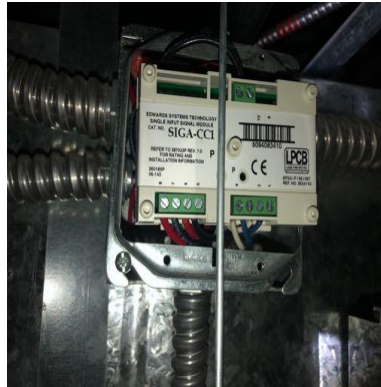
Monitoring Information

00272265	7750-F-8 Radio		
TYPE	Radio Alarm Transmitter	INSTALL DATE	07/30/2015
MANUFACTURER	AES Intellinet	TEST START	02/23/2022
MODEL	7750-F-8	TEST COMPLETE	02/23/2022
SERIAL NUMBER		Time to Transmit to Supervising Station	
MONITORING ORGANIZATION	EDS Electronics Inc.	ALARM SIGNAL	
MONITORING ORGANIZATION PHONE	(702)871-3733	ALARM RESTORE	
MONITORING ORGANIZATION EMAIL	Email@edselectronicsinc.com	TROUBLE SIGNAL	
MONITORING ORGANIZATION ACCOUNT NUMBER	EDS5322	TROUBLE RESTORE	
MONITORING PHONE LINE 1	833-871-3733	SUPERVISORY SIGNAL	
MONITORING PHONE LINE 2		SUPERVISORY RESTORE	
MONITORING RETRANSMISSION ENTITY			

Open Corrective Action & Solution Summary

The following 4 corrective action(s) remain open following the system inspection, testing or maintenance activities

EQUIPMENT TYPE	ADDRESS	DESCRIPTION
HVAC Shutdown	m169 00326018	Shutdown-1st flr. Fc-14 office 117
	Created By:	Charlie Fontanez
	Creation Date:	02/23/2022
	Corrective Action:	Upon testing the Duct Detector it reported to the panel. Unit was on when testing. It did not shutdown, waited several minutes unit is still on.
	Proposed Solution:	Trouble duct detector and shutdown module. EST DD Siga-Sd. EST module Siga CC1. Need 8ft ladder to reach.
	Manufacturer:	EST
	Model:	Cc1



HVAC Shutdown	m151 00326015	Shutdown-1st flr. Fc-7 office 111
	Created By:	Charlie Fontanez
	Creation Date:	02/23/2022
	Corrective Action:	When testing Duct detector the unit did not shutdown upon activation.
	Proposed Solution:	Troubleshoot shutdown for DD. Located in 1st floor empty suite NW in front of office open area. Need 8ft ladder. Siga-SD Dd, siga-CC1 for module.
	Manufacturer:	EST
	Model:	Cc1



HVAC Shutdown	m160 00326013	Shutdown-1st flr. Fc-3 office 109A
	Created By:	Charlie Fontanez
	Creation Date:	02/23/2022
	Corrective Action:	Upon activation the unit did not turn off.
	Proposed Solution:	Troubleshoot shutdown on DD. Siga-Sd Dd and Siga-CC1 module need 8ft ladder. In SE corner open office next to window.
	Manufacturer:	EST
	Model:	Cc1

EQUIPMENT TYPE	ADDRESS	DESCRIPTION
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HVAC Shutdown	m187 00326025	Shutdown-2nd flr. RT-9 office 230
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Created By:	Charlie Fontanez
Creation Date:	02/23/2022
Corrective Action:	Upon activation the unit did not turn off.
Proposed Solution:	Troubleshoot shutdown. Located 2nd floor open small office above desk may need extension ladder to reach.
Manufacturer:	EST
Model:	Cc1



Resolved Corrective Action & Solution Summary

The following 1 corrective action(s) were resolved during the system inspection, testing or maintenance activities

EQUIPMENT TYPE	ADDRESS	DESCRIPTION
HVAC Shutdown	m168 00326019	Shutdown-1st flr. Fc-11 office 117
	Created By:	Larry Smith
	Creation Date:	08/16/2021
	Corrective Action:	The shut down module activated but the unit continued to run. Need an 8 foot ladder to access and it is located in the room adjacent to the fire panel, the closest one in that room.
	Resolution:	Service was performed and shutdown was tested at time of service.
	Resolved By:	Charlie Fontanez
	Resolved On:	02/23/2022
	Manufacturer:	EST
	Model:	Cc1



Testing Details

Alarm Notification Appliance

Passed

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
Audible	00622690	Mini horn 1st floor office	Manual	2/23/2022 8:23:20 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible And Visible	00542788	Horn/Strobe 2nd floor open office	Manual	2/23/2022 8:23:22 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible And Visible	00622688	Horn/Strobe first floor conference room	Manual	2/23/2022 8:23:24 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible	00622689	Mini horn 1st floor office	Manual	2/23/2022 8:23:26 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible	00622687	Mini horn Office first floor	Manual	2/23/2022 8:23:28 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible	00622686	Mini horn Office first floor	Manual	2/23/2022 8:23:30 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible And Visible	00890441	Horn/Strobe 2nd Floor Men's Restroom Wall	Manual	2/23/2022 8:23:32 AM
		Manufacturer	Edwards	
		Model	EGI-HDVM	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00890564	H/S Data room	Manual	2/23/2022 8:23:34 AM
		Manufacturer	Gentex	
		Model	GEC3-24WR	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	60	
Audible And Visible	00890567	H/S Data Center power room	Manual	2/23/2022 8:23:36 AM
		Manufacturer	Gentex	
		Model	GEC3-24WR	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	60	
Audible And Visible	00890568	Horn/Strobe data room	Manual	2/23/2022 8:23:38 AM

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00890569	Horn/Strobe data room	Manual	2/23/2022 8:23:40 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00542804	Horn/Strobe wall 1st floor data c-r power room	Manual	2/23/2022 8:23:42 AM
		Manufacturer	Edwards	
		Model	EGI-HDVM	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00542798	Horn/Strobe 2nd floor conference room corridor	Manual	2/23/2022 8:23:44 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00542789	Horn/Strobe 2nd floor open office	Manual	2/23/2022 8:23:46 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible And Visible	00542801	Horn/Strobe 2nd floor conference room	Manual	2/23/2022 8:23:48 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible And Visible	00542800	Horn/Strobe 2nd floor conference room	Manual	2/23/2022 8:23:51 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible And Visible	00542799	Horn/Strobe 2nd floor conference room	Manual	2/23/2022 8:23:52 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible And Visible	00890563	H/S Data room	Manual	2/23/2022 8:23:55 AM
		Manufacturer	Gentex	
		Model	GEC3-24WR	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	60	
Audible	00542797	Mini horn 2nd floor Corridor	Manual	2/23/2022 8:23:56 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible And Visible	00542796	Horn/Strobe 2nd floor auditorium	Manual	2/23/2022 8:23:58 AM

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00542795	Horn/Strobe 2nd floor auditorium	Manual	2/23/2022 8:24:00 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00542794	Horn/Strobe 2nd floor Conference Room	Manual	2/23/2022 8:24:02 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible	00542793	Mini horn 2nd floor IDF Room	Manual	2/23/2022 8:24:04 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible	00542792	Mini horn 2nd floor office	Manual	2/23/2022 8:24:06 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible	00542791	Mini horn 2nd floor office	Manual	2/23/2022 8:24:08 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible	00542790	Mini horn 2nd floor office	Manual	2/23/2022 8:24:11 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible And Visible	00542787	Horn/Strobe 2nd floor open office	Manual	2/23/2022 8:24:13 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible	00542786	Mini horn 2nd floor office	Manual	2/23/2022 8:24:15 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible And Visible	00542777	Horn/Strobe 2nd floor open office	Manual	2/23/2022 8:24:16 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible	00542785	Mini horn 2nd floor office	Manual	2/23/2022 8:24:18 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
Audible	00542784	Mini horn 2nd floor office	Manual	2/23/2022 8:24:20 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible	00542783	Mini horn 2nd floor office	Manual	2/23/2022 8:24:22 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible And Visible	00542782	Horn/Strobe 2nd floor office	Manual	2/23/2022 8:24:25 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible	00542781	Mini horn 2nd floor office	Manual	2/23/2022 8:24:27 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible	00542780	Mini horn 2nd floor office	Manual	2/23/2022 8:24:29 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible	00542779	Mini horn 2nd floor office	Manual	2/23/2022 8:24:31 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible And Visible	00542778	Horn/Strobe 2nd floor open office	Manual	2/23/2022 8:24:33 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible And Visible	00542776	Horn/Strobe 2nd floor open office	Manual	2/23/2022 8:24:35 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible And Visible	00542775	Horn/Strobe 2nd floor open office	Manual	2/23/2022 8:24:37 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible And Visible	00542774	Horn/Strobe 2nd floor office	Manual	2/23/2022 8:24:43 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	15	
Audible And Visible	00542773	Horn/Strobe 2nd floor corridor	Manual	2/23/2022 8:24:45 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
		Functional Inspection Candela Rating	Passed 15	
Audible And Visible	00543224	Horn/Strobe 2nd floor corridor	Manual	2/23/2022 8:24:47 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 95	
Audible And Visible	00543223	Horn/Strobe 2nd floor corridor	Manual	2/23/2022 8:24:49 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 30	
Audible And Visible	00543222	Horn/Strobe 2nd floor corridor	Manual	2/23/2022 8:24:51 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 30	
Audible And Visible	00543221	Horn/Strobe 2nd floor Break Room	Manual	2/23/2022 8:24:53 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 30	
Audible	00543220	Mini horn 1st floor Restroom	Manual	2/23/2022 8:24:56 AM
		Manufacturer Model Visual Inspection Functional Inspection	Edwards EG1F-P Passed (Manual) Passed	
Audible And Visible	00543219	Horn/Strobe 1st floor Open office	Manual	2/23/2022 8:24:58 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 30	
Audible And Visible	00543218	Horn/strobe 1st floor Front Entrance	Manual	2/23/2022 8:25:00 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 15	
Audible And Visible	00543217	Horn/Strobe 1st floor Restroom	Manual	2/23/2022 8:25:02 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 15	
Audible And Visible	00543216	Horn/Strobe 1st floor Restroom	Manual	2/23/2022 8:25:04 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 15	
Audible And Visible	00543215	Horn/strobe 1st floor Back Entrance	Manual	2/23/2022 8:25:07 AM
		Manufacturer Model Visual Inspection	Edwards EGCF-HDVMH Passed (Manual)	

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
		Functional Inspection Candela Rating	Passed 30	
Audible And Visible	00543214	Horn/strobe 1st floor Corridor	Manual	2/23/2022 8:25:09 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 30	
Audible And Visible	00543213	Horn/strobe 1st floor Corridor	Manual	2/23/2022 8:25:10 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 30	
Audible And Visible	00543212	Horn/strobe 1st floor Corridor	Manual	2/23/2022 8:25:13 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 30	
Audible	00543211	Mini horn 1st floor corridor	Manual	2/23/2022 8:25:15 AM
		Manufacturer Model Visual Inspection Functional Inspection	Edwards EG1F-P Passed (Manual) Passed	
Audible And Visible	00543209	Horn/Strobe Support	Manual	2/23/2022 8:25:18 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 30	
Audible And Visible	00543208	Horn/Strobe Support	Manual	2/23/2022 8:25:20 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 30	
Audible	00543210	Mini horn Office	Manual	2/23/2022 8:25:22 AM
		Manufacturer Model Visual Inspection Functional Inspection	Edwards EG1F-P Passed (Manual) Passed	
Audible And Visible	00543207	Horn/Strobe 1st floor lab	Manual	2/23/2022 8:25:24 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 30	
Audible And Visible	00543206	Horn/Strobe 1st floor conference room	Manual	2/23/2022 8:25:26 AM
		Manufacturer Model Visual Inspection Functional Inspection Candela Rating	Edwards EGCF-HDVMH Passed (Manual) Passed 15	
Audible And Visible	00543204	Horn/Strobe 1st floor Open office	Manual	2/23/2022 8:25:28 AM
		Manufacturer Model Visual Inspection Functional Inspection	Edwards EGCF-HDVMH Passed (Manual) Passed	

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
		Candela Rating	30	
Audible And Visible	00543203	Horn/Strobe 1st floor Open office	Manual	2/23/2022 8:25:30 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00543202	Horn/Strobe 1st floor Open office copy room	Manual	2/23/2022 8:25:32 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00543201	Horn/Strobe 1st floor Open office	Manual	2/23/2022 8:25:34 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00543200	Horn/Strobe 1st floor Open office	Manual	2/23/2022 8:25:36 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00543199	Horn/Strobe 1st floor Open office	Manual	2/23/2022 8:25:38 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00543193	Horn/Strobe 1st floor Open office	Manual	2/23/2022 8:25:40 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible And Visible	00543194	Horn/Strobe wall electrical room	Manual	2/23/2022 8:25:42 AM
		Manufacturer	Edwards	
		Model	EGI-HDVM	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	
Audible	00543196	Mini horn IDF1	Manual	2/23/2022 8:25:45 AM
		Manufacturer	Edwards	
		Model	EG1F-P	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible	00543195	Horn wall FACP room	Manual	2/23/2022 8:25:47 AM
		Manufacturer	Edwards	
		Model	870-G5	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Audible And Visible	00683455	Horn/Strobe 2nd Floor womens Restroom wall	Manual	2/23/2022 8:25:50 AM
		Manufacturer	Edwards	
		Model	EGI-HDVM	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
		Candela Rating	30	
Audible And Visible	00683456	Horn/Strobe	Manual	2/23/2022 8:25:52 AM
		Manufacturer	Edwards	
		Model	EGCF-HDVMH	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Candela Rating	30	

Emergency Control Equipment

Passed

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
Central Station Signal Relay	5286725074	Water Flow relay to CS	Manual	2/23/2022 8:23:08 AM
		Manufacturer	EST	
		Model	SIGA-MCR	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Function	Communication w C/S	
Central Station Signal Relay	5286928840	Supervisory relay to CS	Manual	2/23/2022 8:23:10 AM
		Manufacturer	EST	
		Model	SIGA-MCR	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Function	Communication w C/S	
Central Station Signal Relay	5286731389	Trouble relay to CS	Manual	2/23/2022 8:23:12 AM
		Manufacturer	EST	
		Model	SIGA-MCR	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Function	Communication w C/S	
Central Station Signal Relay	5286725067	Alarm relay to CS	Manual	2/23/2022 8:23:13 AM
		Manufacturer	EST	
		Model	SIGA-MCR	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Function	Communication w C/S	

Skipped

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
HVAC Shutdown	m168 00326019	Shutdown-1st flr. Fc-11 office 117	Manual	2/23/2022 9:53:37 AM
	Comment:	Unable to verify shutdown unit is not on at this time.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m159 00326004	Shutdown-1st flr. Fc-6 office 109B	Manual	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m158 00326006	Shutdown-1st flr. Fc-7 office 109B	Manual	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m161 00326012	Shutdown-1st flr. Fc-5 office 109A	Manual	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m162 00326009	Shutdown-1st flr. Fc-4 office 109A	Manual	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m163 00326023	Shutdown-1st flr. Fc-19 recept. 101	Manual	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m165 00326040	Shutdown-1st flr. Fc-17 cust-125	Manual	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m164 00326039	Shutdown-1st flr. Fc-18 conf. 127	Scan	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m166 00326037	Shutdown-1st flr. Fc-16lab 126	Scan	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m167 00326034	Shutdown-1st flr. Fc-15 lab 126	Scan	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m188 00326027	Shutdown-2nd flr. RT-10 map room 233	Manual	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit is off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m190 00326057	Shutdown-2nd flr. RT-16 room 201	Manual	2/23/2022 3:11:05 PM
	Comment:	Unit was off could not verify shutdown.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m191 00326055	Shutdown-2nd flr. RT-5 room 209	Manual	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m180 00326053	Shutdown-2nd flr. RT-4 office 209	Manual	2/23/2022 3:11:05 PM
	Comment:	Could not verify shutdown I, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m177 00326047	Shutdown-2nd flr. RT-3 office 222	Manual	2/23/2022 3:11:05 PM
	Comment:	Unable to verify shutdown, unit was off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m175 00542807	Shutdown-2nd flr. RT-8	Manual	2/23/2022 3:11:06 PM
	Comment:	Unable to verify shutdown, unit is off.		
		Manufacturer	EST	
		Model	Cc1	
HVAC Shutdown	m176 00542808	Shutdown-2nd flr. RT-2	Manual	2/23/2022 3:11:06 PM
	Comment:	Unable to verify shutdown, unit is off.		
		Manufacturer	EST	
		Model	Cc1	
Failed				
EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
HVAC Shutdown	m169 00326018	Shutdown-1st flr. Fc-14 office 117	Manual	2/23/2022 9:55:38 AM
		Manufacturer	EST	
		Model	Cc1	
		Visual Inspection	Failed (Manual)	
		Functional Inspection	Failed	
HVAC Shutdown	m151 00326015	Shutdown-1st flr. Fc-7 office 111	Manual	2/23/2022 10:47:51 AM
		Manufacturer	EST	
		Model	Cc1	
		Visual Inspection	Failed (Manual)	
		Functional Inspection	Failed	
HVAC Shutdown	m160 00326013	Shutdown-1st flr. Fc-3 office 109A	Manual	2/23/2022 2:02:31 PM
		Manufacturer	EST	
		Model	Cc1	
		Visual Inspection	Failed (Manual)	
		Functional Inspection	Failed	
HVAC Shutdown	m187 00326025	Shutdown-2nd flr. RT-9 office 230	Manual	2/23/2022 2:11:02 PM
	Comment:	Unable to test		
		Manufacturer	EST	
		Model	Cc1	
		Visual Inspection	Failed (Manual)	
		Functional Inspection	Failed	

Fire Control Panel

Passed

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
Remote Annunciator	00543205	Annunciator Front Lobby 1st floor	Manual	2/23/2022 7:53:37 AM
		Manufacturer	EST	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
NAC Power Extender Panel	00272268	Power Supply 2-2nd flr. Roof access room	Manual	2/23/2022 8:25:54 AM
		Manufacturer	EST	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Area Served	Tenant spaces	
		Location	Next to FACP	
		Power Source	HPG2 Brk 33	
NAC Power Extender Panel	28654003	Power Supply 1	Manual	2/23/2022 8:25:56 AM
		Manufacturer	EST	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Area Served	Tenant spaces	
		Location	Next to FACP	
		Power Source	HPG2 Brk 33	
Fire Alarm Panel	28653868	EST QS-1 FACP	Manual	2/23/2022 3:10:59 PM



Manufacturer

EST

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
		Model	QS-1	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	


Initiating Device

Passed

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
Manual Fire Box	D137 00272267	Pull station-1st flr. Elect. Room	Manual	2/23/2022 7:50:56 AM
		Manufacturer	EST	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Valve Tamper Switch	D153 00272264	Tamper-2nd floor back flow	Manual	2/23/2022 7:51:40 AM
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Valve Tamper Switch	D152 00272263	Tamper-1st floor back flow	Manual	2/23/2022 7:51:55 AM
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Mechanical, Electrosonic, or Pressure Waterflow Device	D145 00272259	Waterflow-2nd floor	Manual	2/23/2022 7:54:50 AM
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Mechanical, Electrosonic, or Pressure Waterflow Device	D138 00272262	Waterflow-1st floor	Manual	2/23/2022 7:55:22 AM
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Valve Tamper Switch	D146 00272260	Tamper-2nd floor	Manual	2/23/2022 7:58:16 AM
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Valve Tamper Switch	D139 00272261	Tamper-1st floor	Manual	2/23/2022 7:58:35 AM
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	D1 00326021	SD 1st floor electrical room	Manual	2/23/2022 8:22:30 AM
		Manufacturer	EST	
		Model	PS	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	D27 00326001	SD first floor IDF room	Manual	2/23/2022 8:42:52 AM
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	d45 00624249	1st floor electrical room 119A	Manual	2/23/2022 8:43:00 AM
		Manufacturer	EST	
		Model	PS	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d24 00326020	DD 1st flr. Fc-11 office 117	Manual	2/23/2022 9:43:19 AM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d26 00326017	DD 1st flr. Fc-14 office 117	Manual	2/23/2022 9:55:23 AM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
Supervisory	D195	1st Floor Suppres System Supervisory	Manual	2/23/2022 10:17:19 AM
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d13 00326016	DD 1st flr. Fc-7 office 111	Manual	2/23/2022 10:43:59 AM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	D10 00326002	SD 1st fl by data room SW corner	Manual	2/23/2022 10:45:20 AM
		Manufacturer	EST	
		Model	PS	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Supervisory - High/Low Air Pressure Switch	00890575	Hi/Lo pre-action	Manual	2/23/2022 11:14:19 AM
		Manufacturer	System Sensor	
		Model	EPS40-2	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Valve Tamper Switch	00890576	Tamper-1st floor preaction closet	Manual	2/23/2022 11:15:16 AM
		Manufacturer	Victaulic	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Mechanical, Electrosonic, or Pressure Waterflow Device	00890574	Waterflow-1st floor preaction closet	Manual	2/23/2022 11:20:06 AM
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	00890565	SD data center power room	Manual	2/23/2022 11:28:23 AM
		Manufacturer	Hochiki	
		Model	SLR-24V	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	00890566	SD data center power room	Manual	2/23/2022 11:28:29 AM
		Manufacturer	Hochiki	
		Model	SLR-24V	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	00890448	SD data room under tile	Manual	2/23/2022 12:00:26 PM
		Manufacturer	Hochiki	
		Model	SLR-24V	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	00890445	SD data room under tile	Manual	2/23/2022 12:00:28 PM
		Manufacturer	Hochiki	
		Model	SLR-24V	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	00890443	SD data room under tile	Manual	2/23/2022 12:00:30 PM
		Manufacturer	Hochiki	
		Model	SLR-24V	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	00890442	SD data room under tile	Manual	2/23/2022 12:00:32 PM
		Manufacturer	Hochiki	
		Model	SLR-24V	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	00890444	SD data room under tile	Manual	2/23/2022 12:00:36 PM

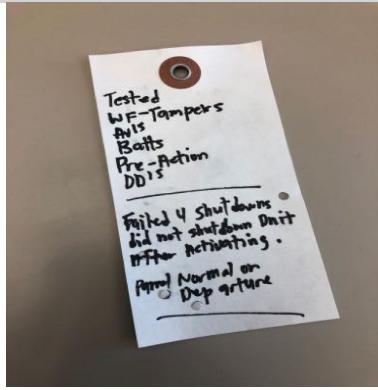
EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
		Manufacturer	Hochiki	
		Model	SLR-24V	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - General	00890447	SD data room under tile	Manual	2/23/2022 12:00:39 PM
		Manufacturer	Hochiki	
		Model	SLR-24V	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d44 00326058	DD 2nd flr. RT 16 room 201	Manual	2/23/2022 1:10:54 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d35 00326056	DD 2nd flr. RT -5 room 209	Manual	2/23/2022 1:24:08 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d34 00326054	DD 2nd flr. RT-4 office 209	Manual	2/23/2022 1:28:51 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d31 00326048	DD 2nd flr. RT-3 office 222	Manual	2/23/2022 1:33:46 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d30 00542809	DD 2nd flr. RT-2 office 222	Manual	2/23/2022 1:39:42 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d29 00542806	DD 2nd flr. RT-8 office 222	Manual	2/23/2022 1:41:46 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d42 00326026	DD 2nd flr. RT 10 map room 233	Manual	2/23/2022 1:48:48 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d15 00326003	DD 1st flr. Fc-6 office 109B	Manual	2/23/2022 2:01:46 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d14 00326005	DD 1st flr. Fc-7 office 109B	Manual	2/23/2022 2:01:54 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
Smoke Detector - Duct	d41 00326024	DD 2nd flr. RT 9 office 230	Manual	2/23/2022 2:10:51 PM
	Comment:	Tested with Magnet.		
				
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d17 00326011	DD 1st flr. Fc-5 office 109A	Manual	2/23/2022 2:48:05 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d18 00326010	DD 1st flr. Fc-4 office 109A	Manual	2/23/2022 2:48:35 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d19 00326022	DD 1st flr. Fc-19 recept. 101	Manual	2/23/2022 2:48:56 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d21 00326041	DD 1st flr. Fc-17 cust-125	Manual	2/23/2022 2:49:06 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d20 00326038	DD 1st flr. Fc-18 conf. 127	Manual	2/23/2022 2:49:45 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d22 00326036	DD 1st flr. Fc-16 lab 126	Manual	2/23/2022 2:49:54 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
Smoke Detector - Duct	d23 00326035	DD 1st flr. Fc-15 lab 126	Manual	2/23/2022 2:50:28 PM
		Manufacturer	EST	
		Model	SD	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	

Other

Passed

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
[Other]		Back tag	Manual	2/23/2022 3:09:28 PM



Visual Inspection Passed (Manual)
 Functional Inspection Passed

[Other]		Front tag	Manual	2/23/2022 3:09:40 PM
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Visual Inspection Passed (Manual)
 Functional Inspection Passed

Power Supplies

Passed

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
Battery - Sealed Lead-acid	00272270	7ah PS2 Battery 2	Manual	2/23/2022 8:30:51 AM
	Comment:	13.1v/202		
		Manufacturer	Power Patrol	
		Model	FAS-1075	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Alarm Minutes	5	
		Amp Hours	8	
		Battery Location	Inside power supply	
		Nominal Voltage	12	
		Stand By Hours	24	
Battery - Sealed Lead-acid	00272269	7ah PS2 Battery 1	Manual	2/23/2022 8:32:28 AM
	Comment:	13.0v/195		
		Manufacturer	Interstate	
		Model	SLA1075	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Alarm Minutes	5	
		Amp Hours	8	
		Battery Location	Inside power supply	
		Nominal Voltage	12	
		Stand By Hours	24	
Battery - Sealed Lead-acid	00272266	7ah Radio Battery	Manual	2/23/2022 8:39:30 AM
	Comment:	13.0v/180		
		Manufacturer	Interstate	
		Model	SLA1075	
		Visual Inspection	Passed (Manual)	

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
		Functional Inspection	Passed	
		Alarm Minutes	5	
		Amp Hours	8	
		Battery Location	Inside Radio	
		Nominal Voltage	12	
		Stand By Hours	24	
Battery - Sealed Lead-acid	28654005	7ah PS1 Battery 2	Manual	2/23/2022 8:40:23 AM
	Comment:	13.0v/148		
		Manufacturer	Interstate	
		Model	SLA1075	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Alarm Minutes	5	
		Amp Hours	8	
		Battery Location	Inside power supply	
		Nominal Voltage	12	
		Stand By Hours	24	
Battery - Sealed Lead-acid	28654004	7ah PS1 Battery 1	Manual	2/23/2022 8:41:29 AM
	Comment:	13.0v/158		
		Manufacturer	Interstate	
		Model	SLA1075	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Alarm Minutes	5	
		Amp Hours	8	
		Battery Location	Inside power supply	
		Nominal Voltage	12	
		Stand By Hours	24	
Battery - Sealed Lead-acid	00890561	Pre-action Batt 1	Manual	2/23/2022 10:18:53 AM
	Comment:	13.6/194		
		Manufacturer	Interstate	
		Model	FAS1075	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Alarm Minutes	5	
		Amp Hours	8	
		Battery Location	Pre-action panel	
		Nominal Voltage	12	
		Stand By Hours	24	
Battery - Sealed Lead-acid	00890562	Pre-action Batt 2	Manual	2/23/2022 10:19:05 AM
	Comment:	13.6/194		
		Manufacturer	Power Patrol	
		Model	FAS1075	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Alarm Minutes	5	
		Amp Hours	8	
		Battery Location	Pre-action panel	
		Nominal Voltage	12	
		Stand By Hours	24	
Battery - Sealed Lead-acid	28653869	12ah FACP Battery 1	Manual	2/23/2022 10:21:59 AM
	Comment:	13.7/296		
		Manufacturer	Power Sonic	
		Model	PS1212	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Alarm Minutes	5	
		Amp Hours	12	
		Battery Location	Inside FACP	
		Nominal Voltage	12	
		Stand By Hours	24	

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
Battery - Sealed Lead-acid	28653870	12ah FACP Battery 2	Manual	2/23/2022 10:22:09 AM
	Comment:	13.7/255		
		Manufacturer	Power Sonic	
		Model	PS1212	
		Visual Inspection	Passed (Manual)	
		Functional Inspection	Passed	
		Alarm Minutes	5	
		Amp Hours	12	
		Battery Location	Inside FACP	
		Nominal Voltage	12	
		Stand By Hours	24	

Water-Based Fire Protection Systems

Passed

EQUIPMENT TYPE	ADDRESS	DESCRIPTION	METHOD	DATE/TIME
Riser - Preaction/Deluge	00890560	Pre-action panel	Manual	2/23/2022 12:00:10 PM



Emergency Power Off in place	Passed	Manufacturer	Fike protection systems
		Model	10-063
		Visual Inspection	Passed (Manual)
		Functional Inspection	Passed

Device/Equipment Details

Alarm Notification Appliance

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
Audible And Visible					
00683456	Horn/Strobe	Edwards	EGCF-HDVMH		08/08/2016
00683455	Horn/Strobe 2nd Floor womens Restroom wall	Edwards	EGI-HDVM		08/08/2016
00543194	Horn/Strobe wall electrical room	Edwards	EGI-HDVM		08/08/2016
00543193	Horn/Strobe 1st floor Open office	Edwards	EGCF-HDVMH		08/08/2016
00543199	Horn/Strobe 1st floor Open office	Edwards	EGCF-HDVMH		08/08/2016
00543200	Horn/Strobe 1st floor Open office	Edwards	EGCF-HDVMH		08/08/2016
00543201	Horn/Strobe 1st floor Open office	Edwards	EGCF-HDVMH		08/08/2016
00543202	Horn/Strobe 1st floor Open office copy room	Edwards	EGCF-HDVMH		08/08/2016
00543203	Horn/Strobe 1st floor Open office	Edwards	EGCF-HDVMH		08/08/2016
00543204	Horn/Strobe 1st floor Open office	Edwards	EGCF-HDVMH		08/08/2016
00543206	Horn/Strobe 1st floor conference room	Edwards	EGCF-HDVMH		08/08/2016
00543207	Horn/Strobe 1st floor lab	Edwards	EGCF-HDVMH		08/08/2016
00543208	Horn/Strobe Support	Edwards	EGCF-HDVMH		08/08/2016
00543209	Horn/Strobe Support	Edwards	EGCF-HDVMH		08/08/2016
00543212	Horn/strobe 1st floor Corridor	Edwards	EGCF-HDVMH		08/08/2016
00543213	Horn/strobe 1st floor Corridor	Edwards	EGCF-HDVMH		08/08/2016
00543214	Horn/strobe 1st floor Corridor	Edwards	EGCF-HDVMH		08/08/2016
00543215	Horn/strobe 1st floor Back Entrance	Edwards	EGCF-HDVMH		08/08/2016
00543216	Horn/Strobe 1st floor Restroom	Edwards	EGCF-HDVMH		08/08/2016
00543217	Horn/Strobe 1st floor Restroom	Edwards	EGCF-HDVMH		08/08/2016
00543218	Horn/strobe 1st floor Front Entrance	Edwards	EGCF-HDVMH		08/08/2016
00543219	Horn/Strobe 1st floor Open office	Edwards	EGCF-HDVMH		08/08/2016
00543221	Horn/Strobe 2nd floor Break Room	Edwards	EGCF-HDVMH		08/08/2016
00543222	Horn/Strobe 2nd floor corridor	Edwards	EGCF-HDVMH		08/08/2016
00543223	Horn/Strobe 2nd floor corridor	Edwards	EGCF-HDVMH		08/08/2016
00543224	Horn/Strobe 2nd floor corridor	Edwards	EGCF-HDVMH		08/08/2016
00542773	Horn/Strobe 2nd floor corridor	Edwards	EGCF-HDVMH		08/08/2016
00542774	Horn/Strobe 2nd floor office	Edwards	EGCF-HDVMH		08/08/2016
00542775	Horn/Strobe 2nd floor open office	Edwards	EGCF-HDVMH		08/08/2016
00542776	Horn/Strobe 2nd floor open office	Edwards	EGCF-HDVMH		08/08/2016
00542777	Horn/Strobe 2nd floor open office	Edwards	EGCF-HDVMH		08/08/2016
00542778	Horn/Strobe 2nd floor open office	Edwards	EGCF-HDVMH		08/08/2016
00542782	Horn/Strobe 2nd floor office	Edwards	EGCF-HDVMH		08/08/2016
00542787	Horn/Strobe 2nd floor open office	Edwards	EGCF-HDVMH		08/08/2016
00542788	Horn/Strobe 2nd floor open office	Edwards	EGCF-HDVMH		08/08/2016
00542789	Horn/Strobe 2nd floor open office	Edwards	EGCF-HDVMH		08/08/2016
00542794	Horn/Strobe 2nd floor Conference Room	Edwards	EGCF-HDVMH		08/08/2016
00542795	Horn/Strobe 2nd floor auditorium	Edwards	EGCF-HDVMH		08/08/2016
00542796	Horn/Strobe 2nd floor auditorium	Edwards	EGCF-HDVMH		08/08/2016
00542798	Horn/Strobe 2nd floor conference room corridor	Edwards	EGCF-HDVMH		08/08/2016
00542799	Horn/Strobe 2nd floor conference room	Edwards	EGCF-HDVMH		08/08/2016

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
00542800	Horn/Strobe 2nd floor conference room	Edwards	EGCF-HDVMH		08/08/2016
00542801	Horn/Strobe 2nd floor conference room	Edwards	EGCF-HDVMH		08/08/2016
00542804	Horn/Strobe wall 1st floor data c-r power room	Edwards	EGI-HDVM		08/08/2016
00622688	Horn/Strobe first floor conference room	Edwards	EGCF-HDVMH		08/07/2017
00890441	Horn/Strobe 2nd Floor Men's Restroom Wall	Edwards	EGI-HDVM		08/06/2018
00890563	H/S Data room	Gentex	GEC3-24WR		08/06/2018
00890564	H/S Data room	Gentex	GEC3-24WR		08/06/2018
00890567	H/S Data Center power room	Gentex	GEC3-24WR		08/06/2018
00890568	Horn/Strobe data room	Edwards	EGCF-HDVMH		08/06/2018
00890569	Horn/Strobe data room	Edwards	EGCF-HDVMH		08/06/2018

Audible

00543195	Horn wall FACP room	Edwards	870-G5		08/08/2016
00543196	Mini horn IDF1	Edwards	EG1F-P		08/08/2016
00543210	Mini horn Office	Edwards	EG1F-P		08/08/2016
00543211	Mini horn 1st floor corridor	Edwards	EG1F-P		08/08/2016
00543220	Mini horn 1st floor Restroom	Edwards	EG1F-P		08/08/2016
00542779	Mini horn 2nd floor office	Edwards	EG1F-P		08/08/2016
00542780	Mini horn 2nd floor office	Edwards	EG1F-P		08/08/2016
00542781	Mini horn 2nd floor office	Edwards	EG1F-P		08/08/2016
00542783	Mini horn 2nd floor office	Edwards	EG1F-P		08/08/2016
00542784	Mini horn 2nd floor office	Edwards	EG1F-P		08/08/2016
00542785	Mini horn 2nd floor office	Edwards	EG1F-P		08/08/2016
00542786	Mini horn 2nd floor office	Edwards	EG1F-P		08/08/2016
00542790	Mini horn 2nd floor office	Edwards	EG1F-P		08/08/2016
00542791	Mini horn 2nd floor office	Edwards	EG1F-P		08/08/2016
00542792	Mini horn 2nd floor office	Edwards	EG1F-P		08/08/2016
00542793	Mini horn 2nd floor IDF Room	Edwards	EG1F-P		08/08/2016
00542797	Mini horn 2nd floor Corridor	Edwards	EG1F-P		08/08/2016
00622686	Mini horn Office first floor	Edwards	EG1F-P		08/07/2017
00622687	Mini horn Office first floor	Edwards	EG1F-P		08/07/2017
00622689	Mini horn 1st floor office	Edwards	EG1F-P		08/07/2017
00622690	Mini horn 1st floor office	Edwards	EG1F-P		08/07/2017

Emergency Control Equipment

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
Central Station Signal Relay					
5286725067	Alarm relay to CS	EST	SIGA-MCR		07/31/2015
5286731389	Trouble relay to CS	EST	SIGA-MCR		07/31/2015
5286928840	Supervisory relay to CS	EST	SIGA-MCR		07/31/2015
5286725074	Water Flow relay to CS	EST	SIGA-MCR		07/31/2015
HVAC Shutdown					
m168 00326019	Shutdown-1st flr. Fc-11 office 117	EST	Cc1		08/03/2015
m169 00326018	Shutdown-1st flr. Fc-14 office 117	EST	Cc1		08/03/2015
m159 00326004	Shutdown-1st flr. Fc-6 office 109B	EST	Cc1		08/03/2015
m158 00326006	Shutdown-1st flr. Fc-7 office 109B	EST	Cc1		08/03/2015
m151 00326015	Shutdown-1st flr. Fc-7 office 111	EST	Cc1		08/03/2015
m160 00326013	Shutdown-1st flr. Fc-3 office 109A	EST	Cc1		08/03/2015
m161 00326012	Shutdown-1st flr. Fc-5 office 109A	EST	Cc1		08/03/2015

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
m162 00326009	Shutdown-1st flr. Fc-4 office 109A	EST	Cc1		08/03/2015
m163 00326023	Shutdown-1st flr. Fc-19 recept. 101	EST	Cc1		08/03/2015
m165 00326040	Shutdown-1st flr. Fc-17 cust-125	EST	Cc1		08/03/2015
m164 00326039	Shutdown-1st flr. Fc-18 conf. 127	EST	Cc1		08/03/2015
m166 00326037	Shutdown-1st flr. Fc-16lab 126	EST	Cc1		08/03/2015
m167 00326034	Shutdown-1st flr. Fc-15 lab 126	EST	Cc1		08/03/2015
m187 00326025	Shutdown-2nd flr. RT-9 office 230	EST	Cc1		08/03/2015
m188 00326027	Shutdown-2nd flr. RT-10 map room 233	EST	Cc1		08/03/2015
m186 00326029	Shutdown-2nd flr. RT-11 trng. Room 235	EST	Cc1		08/03/2015
m185 00326031	Shutdown-2nd flr. RT-12 trng. Room 235	EST	Cc1		08/03/2015
m184 00326061	Shutdown-2nd flr. RT-13 conf. Room 237	EST	Cc1		08/04/2015
m123 00326059	Shutdown-2nd flr. RT-14 conf. Room 238	EST	Cc1		08/04/2015
m190 00326057	Shutdown-2nd flr. RT-16 room 201	EST	Cc1		08/04/2015
m191 00326055	Shutdown-2nd flr. RT-5 room 209	EST	Cc1		08/04/2015
m180 00326053	Shutdown-2nd flr. RT-4 office 209	EST	Cc1		08/04/2015
m179 00326052	Shutdown-2nd flr. RT-6 office 209	EST	Cc1		08/04/2015
m178 00326050	Shutdown-2nd flr. RT-7 office 222	EST	Cc1		08/04/2015
m177 00326047	Shutdown-2nd flr. RT-3 office 222	EST	Cc1		08/04/2015
182 00542803	Shutdown-2nd flr. RT-15	EST	Cc1		08/08/2016
m174 00542805	Shutdown-2nd flr. RT-1	EST	Cc1		08/08/2016
m175 00542807	Shutdown-2nd flr. RT-8	EST	Cc1		08/08/2016
m176 00542808	Shutdown-2nd flr. RT-2	EST	Cc1		08/08/2016
01338192	Shutdown-1st flr. Fc-14 office 117	EST	Cc1		08/03/2015

Elevator Recall

00890581	Elevator primary recall	Edwards	SIGA-CC1		08/06/2018
00890582	Elevator alt. recall	Edwards	SIGA-CC1		08/06/2018
00890583	Elevator 3rd recall	Edwards	SIGA-CC1		08/06/2018

Fire Control Panel

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
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Fire Alarm Panel

28653868	EST QS-1 FACP	EST	QS-1		06/24/2007
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NAC Power Extender Panel

28654003	Power Supply 1	EST			07/31/2015
00272268	Power Supply 2-2nd flr. Roof access room	EST			08/03/2015

Remote Annunciator

00543205	Annunciator Front Lobby 1st floor	EST			08/08/2016
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Initiating Device

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
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Smoke Detector - General

D1 00326021	SD 1st floor electrical room	EST	PS		08/03/2015
D43 00693399	2nd floor IDF closet	EST	PS		08/03/2015

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
D10 00326002	SD 1st fl by data room SW corner	EST	PS		08/03/2015
d2 00335198	SD 1st floor elev. equipment Room	EST	PS		02/05/2016
d3 00335199	SD 1st floor elev. lobby	EST	PS		02/05/2016
D27 00326001	SD first floor IDF room				02/14/2017
d4 00624251	SD 2nd fl electrical room				02/14/2017
d45 00624249	1st floor electrical room 119A	EST	PS		02/22/2018
00890442	SD data room under tile	Hochiki	SLR-24V		08/06/2018
00890444	SD data room under tile	Hochiki	SLR-24V		08/06/2018
00890443	SD data room under tile	Hochiki	SLR-24V		08/06/2018
00890445	SD data room under tile	Hochiki	SLR-24V		08/06/2018
00890447	SD data room under tile	Hochiki	SLR-24V		08/06/2018
00890446	SD data room under tile	Hochiki	SLR-24V		08/06/2018
00890448	SD data room under tile	Hochiki	SLR-24V		08/06/2018
00890449	SD data room	Hochiki	SLR-24V		08/06/2018
00890450	SD data room	Hochiki	SLR-24V		08/06/2018
00890452	SD data room	Hochiki	SLR-24V		08/06/2018
00890451	SD data room	Hochiki	SLR-24V		08/06/2018
00890579	SD data room	Hochiki	SLR-24V		08/06/2018
00890578	SD data room	Hochiki	SLR-24V		08/06/2018
00890577	SD data room	Hochiki	SLR-24V		08/06/2018
00890565	SD data center power room	Hochiki	SLR-24V		08/06/2018
00890566	SD data center power room	Hochiki	SLR-24V		08/06/2018
d5 00890459	SD 2nd floor elev. lobby	EST	PS		08/06/2018
Manual Fire Box					
D137 00272267	Pull station-1st flr. Elect. Room	EST			08/03/2015
Smoke Detector - Duct					
d24 00326020	DD 1st flr. Fc-11 office 117	EST	SD		08/03/2015
d26 00326017	DD 1st flr. Fc-14 office 117	EST	SD		08/03/2015
d15 00326003	DD 1st flr. Fc-6 office 109B	EST	SD		08/03/2015
d14 00326005	DD 1st flr. Fc-7 office 109B	EST	SD		08/03/2015
d13 00326016	DD 1st flr. Fc-7 office 111	EST	SD		08/03/2015
d16 00326014	DD 1st flr. Fc-3 office 109A	EST	SD		08/03/2015
d17 00326011	DD 1st flr. Fc-5 office 109A	EST	SD		08/03/2015
d18 00326010	DD 1st flr. Fc-4 office 109A	EST	SD		08/03/2015
d19 00326022	DD 1st flr. Fc-19 recept. 101	EST	SD		08/03/2015
d21 00326041	DD 1st flr. Fc-17 cust-125	EST	SD		08/03/2015
d20 00326038	DD 1st flr. Fc-18 conf. 127	EST	SD		08/03/2015
d22 00326036	DD 1st flr. Fc-16 lab 126	EST	SD		08/03/2015
d23 00326035	DD 1st flr. Fc-15 lab 126	EST	SD		08/03/2015
d41 00326024	DD 2nd flr. RT 9 office 230	EST	SD		08/03/2015
d42 00326026	DD 2nd flr. RT 10 map room 233	EST	SD		08/03/2015
d40 00326028	DD 2nd flr. RT 11 trng. Room 235	EST	SD		08/03/2015

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
d39 00326030	DD 2nd flr. RT 12 trng. Room 235	EST		SD	08/03/2015
d38 00326062	DD 2nd flr. RT 13 conf. Room 237	EST		SD	08/04/2015
d37 00326060	DD 2nd flr. RT 14 conf. Room 238	EST		SD	08/04/2015
d36 00542802	DD 2nd flr. RT 15 exec. Conf. Room 240	EST		SD	08/04/2015
d44 00326058	DD 2nd flr. RT 16 room 201	EST		SD	08/04/2015
d35 00326056	DD 2nd flr. RT -5 room 209	EST		SD	08/04/2015
d34 00326054	DD 2nd flr. RT-4 office 209	EST		SD	08/04/2015
d33 00326051	DD 2nd flr. RT-6 office 209	EST		SD	08/04/2015
d32 00326049	DD 2nd flr. RT-7 office 222	EST		SD	08/04/2015
d31 00326048	DD 2nd flr. RT-3 office 222	EST		SD	08/04/2015
d28 00543120	DD 2nd flr. RT-1 office 222	EST		SD	08/08/2016
d29 00542806	DD 2nd flr. RT-8 office 222	EST		SD	08/08/2016
d30 00542809	DD 2nd flr. RT-2 office 222	EST		SD	08/08/2016
D25 00624250	DD 1st flr. Fc-14 office 117	EST		SD	02/22/2018

Valve Tamper Switch

D146 00272260	Tamper-2nd floor				08/03/2015
D139 00272261	Tamper-1st floor				08/03/2015
D152 00272263	Tamper-1st floor back flow				02/05/2016
D153 00272264	Tamper-2nd floor back flow				02/05/2016
00890576	Tamper-1st floor preaction closet	Victaulic			08/06/2018

Mechanical, Electrosonic, or Pressure Waterflow Device

D145 00272259	Waterflow-2nd floor				08/03/2015
D138 00272262	Waterflow-1st floor				08/03/2015
00890574	Waterflow-1st floor preaction closet				08/06/2018

Supervisory - High/Low Air Pressure Switch

00890575	Hi/Lo pre-action	System Sensor	EPS40-2		08/06/2018
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Supervisory

D195	1st Floor Suppres System Supervisory				
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Other

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
[Other]					
	Front tag				02/17/2020
	Back tag				02/17/2020

Power Supplies

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
Battery - Sealed Lead-acid					
28653869	12ah FACP Battery 1	Power Sonic	PS1212		04/13/2018
28653870	12ah FACP Battery 2	Power Sonic	PS1212		04/13/2018
00272266	7ah Radio Battery	Interstate	SLA1075		02/22/2021
28654004	7ah PS1 Battery 1	Interstate	SLA1075		08/10/2018
28654005	7ah PS1 Battery 2	Interstate	SLA1075		08/10/2018
00272269	7ah PS2 Battery 1	Interstate	SLA1075		02/22/2021

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
00272270	7ah PS2 Battery 2	Power Patrol	FAS-1075		02/22/2021
00890561	Pre-action Batt 1	Interstate	FAS1075		05/20/2020
00890562	Pre-action Batt 2	Power Patrol	FAS1075		03/20/2020

Supervising Station Transmitting Equipment

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
Radio Alarm Transmitter					
00272265	7750-F-8 Radio	AES Intellinet	7750-F-8		07/31/2015

Water-Based Fire Protection Systems

ADDRESS	DESCRIPTION	MANUFACTURER	MODEL	SERIAL	INSTALL DATE
Riser - Preaction/Deluge					
00890560	Pre-action panel	Fike protection systems	10-063		08/06/2018



Treasure Trove St

VAC 2005 1101-6821

VAC 2005 1101-6821

EASTERN AND WIGWAM

S Eastern Ave

PM 112-20

E-UNIT 2

S

PT UNMBR

PT UNMBR

PT UNMBR

PT UNMBR

CHERRY

CHERRY

25

24

CHERRY

22

21

Hawk Canyon St

**AGENDA
BOARD MEETING
BOARD OF DIRECTORS**

Nevada Virtual Academy

Tuesday – June 28, 2022

5:00PM

NVVA Office

8645 S. Eastern Avenue Suite 100

Las Vegas, NV. 89123

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS

*Persons wishing to attend via conference call may do so by calling the Nevada Virtual Academy Office **24 hours in advance** at 702-407-1825 for phone number and passcode. Posted on the internet at nvva.k12.com, on www.notice.nv.gov, and at physical locations of 8645 S. Eastern Avenue Suite 100, Las Vegas, NV. 89123; Green Valley Library, 2797 N. Green Valley Pkwy, 89014; Durango Hills YMCA, 3521 N. Durango Dr., Las Vegas, NV 89129; and Truckee Meadows Community College address 7000 Dandini Blvd, Reno, NV 89512.*

The Nevada Virtual Academy (“School”) welcomes your participation at the School’s Board meetings. The purpose of a public meeting of the Board of Directors (“Board”) is to conduct the affairs of the School in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided.

1. Agendas are available to all audience members at the door to the meeting, by requesting the agenda from Nestor Pineda, Board Liaison (702-407-1825) or on the School’s website at: <https://nvva.k12.com>. Presentation materials discussed during the meeting may be viewed by using the following link: <https://us06web.zoom.us/j/84772336772?pwd=azF3RHNyT2pSNzJvYUttBTitxY0VGZz09>
Passcode: 062822
2. “Requests to Speak” forms are available to all audience members who wish to speak on any agenda items or under the general category of “Oral Communications.” Speakers may also request to be placed on “Speakers List” by calling the School’s Office (702-407-1825) seventy-two hours in advance of the meeting.
3. The “Oral Communications” portion is set-aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not take action. These presentations are limited to three (3) minute//s. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
4. With regard to items that are on the agenda, you may specify that agenda item on your request form and you will be given an opportunity to speak for up to three (3) minutes when the Board discusses that item. Written public comments can be provided to Nestor Pineda up to two hours prior to the scheduled meeting via email to nepineda@nvvacademy.org
5. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
6. Citizens may request that a topic related to school business be placed on a future agenda by submitting a written request at least seventy-two (72) hours in advance of any regular meeting. Once such an item is properly agenzed and publicly noticed, the Board can respond, interact, and act upon the item.
7. Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. PRELIMINARY

Call to Order; Roll Call;

Member	Title	Term Ending	Present In Person OR Telephone	Absent	In	Out
Mrs. Samantha Morris	President	10/2023				
Ms. Elizabeth McFadden	Vice President	8/2022				
Mrs. Shannon Dangl	Member	8/2022				
Mr. Glen Curry	Member	11/2022				
Mrs. Shannon Barry	Member	9/2022				

Pledge of Allegiance

II. PUBLIC COMMENT #1

ORAL COMMUNICATIONS/PUBLIC COMMENTS: No individual comment shall be for more than three (3) minutes. Board members may respond to comments however no action can be taken. The Board may give direction to staff following comment.

III. STANDARD ORDER OF BUSINESS

A) Reports of Officers and Standing Committees

- a. School Report – Dr. Yolanda Hamilton**
 - a. New Building Update**
 - b. Graduation / EOY Celebrations**
 - c. End of Year Academic Update**
 - d. CTE Update**

B) Previous Board Meeting Minutes

Review and Possible Approval of the Minutes from the May 24, 2022 Board Meeting.

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry					
Mr. Glen Curry					
Mrs. Shannon Dangl					
Ms. Elizabeth McFadden					
Mrs. Samantha Morris					
Motion	Carried ()	Not Carried ()	Vote, (Y) (N) (AB)		Tabled ()

IV. CONSENT AGENDA ITEMS

(Information/Possible Action/Public Comment -If discussion is needed on any item then it shall be placed in Scheduled for Action V)

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board

V. SCHEDULED FOR POSSIBLE ACTION

(Information/Possible Action/Public Comment on the following voting items)

A. BUSINESS

20220628-01_IV-BDRPT *(for possible action)* **Consideration and Possible Amendment to the 2022-2023 NVVA School Budget to add a budget line item to hire a local IT person.**

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry					
Mr. Glen Curry					
Mrs. Shannon Dangel					
Ms. Elizabeth McFadden					
Mrs. Samantha Morris					
Motion	Carried ()	Not Carried ()	Vote, (Y) (N) (AB)		Tabled ()

20220628-02_IV-BDRPT *(for discussion)* **For discussion and public acknowledgement of a 5% Increase to Pay Scale for NVVA Staff.**

20220628-03_IV-BDRPT *(for possible action)* **Consideration and Possible Approval to submit a Request for Amendment (RFA) to move location of school to SPCSA .**

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry					
Mr. Glen Curry					
Mrs. Shannon Dangel					
Ms. Elizabeth McFadden					
Mrs. Samantha Morris					
Motion	Carried ()	Not Carried ()	Vote, (Y) (N) (AB)		Tabled ()

20220628-04_IV-BDRPT *(for possible action)* **Consideration and Possible Approval of awarding 1 full credit per 3 credit college level course for dual credit courses.**

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry					
Mr. Glen Curry					
Mrs. Shannon Dangel					
Ms. Elizabeth McFadden					
Mrs. Samantha Morris					
Motion	Carried ()	Not Carried ()	Vote, (Y) (N) (AB)		Tabled ()

0220628-05_IV-BDRPT *(for possible action)* **Consideration and Possible Approval to add Juneteenth to the 2022-2023SY staff calendar as a paid day off.**

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry					
Mr. Glen Curry					
Mrs. Shannon Dangel					
Ms. Elizabeth McFadden					
Mrs. Samantha Morris					
Motion	Carried ()	Not Carried ()	Vote, (Y) (N) (AB)		Tabled ()

School Financial Report: Paul Mazarella, Director, Finance

20220628-06_IV-BDRPT (for possible action) Consideration and Possible Approval of Payment to K12 for Products and Services Provided

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry					
Mr. Glen Curry					
Mrs. Shannon Dangl					
Ms. Elizabeth McFadden					
Mrs. Samantha Morris					
Motion	Carried ()	Not Carried ()	Vote, (Y) (N) (AB)		Tabled ()

VI. ITEMS SCHEDULED FOR INFORMATION

School Credit Card Review: Shannon Dangl, Board Treasurer

VII. CLOSING PROCEDURES

A. PUBLIC COMMENTS #2

No individual comment shall be for more than three (3) minutes. Board members may respond to comments; however, no action can be taken. The Board may give direction to staff following comment.

B. ADJOURNMENT

The next board meeting is scheduled for August 9, 2022.

**AGENDA MINUTES DRAFT
BOARD MEETING
BOARD OF DIRECTORS**

Nevada Virtual Academy

Tuesday – June 28, 2022

5:00PM

NVVA Office

8645 S. Eastern Avenue Suite 100

Las Vegas, NV. 89123

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS

*Persons wishing to attend via conference call may do so by calling the Nevada Virtual Academy Office **24 hours in advance** at 702-407-1825 for phone number and passcode. Posted on the internet at nvva.k12.com, on www.notice.nv.gov, and at physical locations of 8645 S. Eastern Avenue Suite 100, Las Vegas, NV. 89123; Green Valley Library, 2797 N. Green Valley Pkwy, 89014; Durango Hills YMCA, 3521 N. Durango Dr., Las Vegas, NV 89129; and Evelyn Mount Community Center, 1301 Valley Road, Reno NV, 89512.*

The Nevada Virtual Academy (“School”) welcomes your participation at the School’s Board meetings. The purpose of a public meeting of the Board of Directors (“Board”) is to conduct the affairs of the School in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided.

1. Agendas are available to all audience members at the door to the meeting, by requesting the agenda from Nestor Pineda, Board Liaison (702-407-1825) or on the School’s website at: <https://nvva.k12.com>. Presentation materials discussed during the meeting may be viewed by using the following link: <https://us06web.zoom.us/rec/share/g6E833aC504a3FMwQbgBNvg4FHec2uSuSLKVoVknhdHMJ-XwoSpOoBLbQADf5BZx.biDaNxfLZXchn8BW>
Passcode: .u=0EAqs
2. “Requests to Speak” forms are available to all audience members who wish to speak on any agenda items or under the general category of “Oral Communications.” Speakers may also request to be placed on “Speakers List” by calling the School’s Office (702-407-1825) seventy-two hours in advance of the meeting.
3. The “Oral Communications” portion is set-aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not take action. These presentations are limited to three (3) minute//s. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
4. With regard to items that are on the agenda, you may specify that agenda item on your request form and you will be given an opportunity to speak for up to three (3) minutes when the Board discusses that item. Written public comments can be provided to Nestor Pineda up to two hours prior to the scheduled meeting via email to nepineda@nvvacademy.org
5. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
6. Citizens may request that a topic related to school business be placed on a future agenda by submitting a written request at least seventy-two (72) hours in advance of any regular meeting. Once such an item is properly agenzed and publicly noticed, the Board can respond, interact, and act upon the item.
7. Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. PRELIMINARY

Call to Order; Roll Call;

Member	Title	Term Ending	Present In Person OR Telephone	Absent	In	Out
Mrs. Samantha Morris	President	10/2023	IP		5:02 PM	6:10 PM
Ms. Elizabeth McFadden	Vice President	8/2022	T		5:02 PM	6:10 PM
Mrs. Shannon Dangl	Member	8/2022	T		5:02 PM	6:10 PM
Mr. Glen Curry	Member	11/2022	T		5:02 PM	6:10 PM
Mrs. Shannon Barry	Member	9/2022	IP		5:02 PM	6:10 PM

Pledge of Allegiance

II. PUBLIC COMMENT #1

Mrs. Morris informed the public that the first set of public comment would be for agenda items only, the second set of public comments could be open about anything else. There was no public comment.

ORAL COMMUNICATIONS/PUBLIC COMMENTS: No individual comment shall be for more than three (3) minutes. Board members may respond to comments however no action can be taken. The Board may give direction to staff following comment.

III. STANDARD ORDER OF BUSINESS

A) Reports of Officers and Standing Committees

- a. School Report – Dr. Yolanda Hamilton**
 - a. New Building Update**
 - b. Graduation / EOY Celebrations**
 - c. End of Year Academic Update**
 - d. CTE Update**

June 28, 2022

We are all moved in! After 7 days of moving, we are totally out of Sandhill and into our new building. We've got lots of unpacking to do, but we are excited to get organized and ready for our Orientations with new students and families. Internet was installed yesterday, a big shoutout to Russ, our Stride IT guy for getting it up. Moving forward, we are looking to having phones operational, continue making progress with our SUP, asking the SPCSA for an amendment to relocate our physical Blended program, and planning new and exciting opportunities for students and families in our new building.

Graduation on May 25th was a huge success! About 160 students participated. We had a fantastic guest speaker recommended by the Las Vegas Chamber of Commerce who inspired all and the student speakers were amazing.





📌 Middle School EOY Academic Highlights:

D2L (DATA Tracker) Goals:

D2L (Goals)	Course Passing Rates (80%)	Passing all Courses (65%)	Failing 50% of Courses (<10%)	TSR (85%)	ECC (90%)
As of 5/29	ELA- 81% Math- 92% Sci- 87%	73%	7%	88%**	93%

Chronic Absenteeism:

Our goal was to remain under 2% Chronic Absenteeism for the year, .2 was achieved (last year was .44%).

HS Promotion Rates:

As of today, we are at 95%, which exceeded our goal of 90%.

This is subject to change as final grades are coming in and we have summer school for these students. Our final tabulation of this data will be in late June.

 **High School:**


	English 88%	Math 95%	Science 89%	Elective 91%
9th	80%	91%	84%	90%
10th	96%	94%	90%	89%
11th	80%	95%	93%	90%
12th	99%	99%	96%	96%

Honor Roll Numbers:


HS		MS	
A-HR	A/B-HR	A-HR	A/B-HR
125	188	87	216

 **Special Education Data**

21 Special Education Graduates		15 Special Education Exits	
19 Standard Diplomas	2 Alternative Diplomas	10 Middle School	5 High School

 **Enrollment** - Our current enrollment so far for next school year is 1,975 students. We have 680 MS students and 1,295 HS students slated to start the year with us. We are still capped at 2,100 students, with the ability to go over by 10% for a total of 2,310 students. We have 266 (12.92%) special education students. There are 20 students on our waitlist, 207 students in the pipeline.

Grade levels	6	7	8	9	10	11	12	Total
Approved as of 06/21/2022	0	182	301	321	287	269	258	1618
Approved for 22-23 SY	70	57	70	38	47	50	25	357
NVVA 06/27/2021	70	239	371	359	334	319	283	1975

 **CTE Update - Nestor Pineda**

Mr. Pineda discussed the Chamber of Commerce Expo that NVVA took place in. Showed pictures from the event and reviewed his experience. He then reviewed pass rates and successes from the past year. He discussed the need for a hospitality and culinary arts teacher and that the position is posted in multiple sites.



Mrs. Morris gave an update with discussion with Stride and contracts. They met with Mrs. Morris and Mrs. Barry. Mrs. Morris thanked Katrina and James for meeting with them. They will be discuss details when they meet on Friday ensuring that contracts are ready. Mrs. Morris thinks the outcome is very positive and that Stride came with the most sincerity. We are looking at a 1 year contract with Stride and we can discuss what is needed or to be changed in the future for the years following. The new contract will be in effect July 1st.

B) Previous Board Meeting Minutes

Review and Possible Approval of the Minutes from the May 24, 2022 Board Meeting.

Motion to approve by Mrs. Barry Second by Mrs. Dangl, Motion passed.

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry	M	X			
Mr. Glen Curry		X			
Mrs. Shannon Dangl	2nd	X			
Ms. Elizabeth McFadden		X			
Mrs. Samantha Morris		X			
Motion	Carried (X)	Not Carried ()	Vote, (Y5) (N0) (AB0)		Tabled ()

IV. CONSENT AGENDA ITEMS

(Information/Possible Action/Public Comment -If discussion is needed on any item then it shall be placed in Scheduled for Action V)

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board

V. **SCHEDULED FOR POSSIBLE ACTION**

(Information/Possible Action/Public Comment on the following voting items)

A. **BUSINESS**

20220628-01_IV-BDRPT *(for possible action)* **Consideration and Possible Amendment to the 2022-2023 NVVA School Budget to add a budget line item to hire a local IT person.**

Dr. Hamilton discussed the need for a local IT person. Breaking away from Stride, we will need someone to monitor grant funded materials (Apple and desktop Lab) and someone to help troubleshoot for students. Through savings and through grants, Dr. Hamilton put \$40,000 in a grant for the position already, what would be left is the remaining. and starting the position at \$50,000 depending on experience along with 40% for benefits. Mrs. Morris adds that it's a vital position to the school as we take on may of the things that Stride has previously done for us. Dr. Hamilton ran it by the Stride Financial team and Sarah Olivas. Paul Mazzarella from Stride had a question. The total cost would cost \$72,000, and wanted to clarify that the different from the \$40,000 in grants would come from the general budget. Dr. Hamilton would like to use savings from rent, staff member salaries, and having the \$32,000 come from there. SPCSA said the board could vote to make adjustments to the general budget and we would not have to submit an amendment to the state. Dr. Hamilton was going to get clarification for Paul.

Motion to approve by Mrs. Barry Second by Ms. McFadden, Motion passed.

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry	M	X			
Mr. Glen Curry		X			
Mrs. Shannon Dangel		X			
Ms. Elizabeth McFadden	2nd	X			
Mrs. Samantha Morris		X			
Motion	Carried (X)	Not Carried ()	Vote, (Y5) (N0) (AB0)		Tabled ()

20220628-02_IV-BDRPT *(for discussion)* **For discussion and public acknowledgement of a 5% Increase to Pay Scale for NVVA Staff.**

Mrs. Morris explained that the budget is tight, especially next year. The funding had changed and it took a lot to get the 5% for all NVVA staff. Dr. Hamilton wanted to acknowledge this in a public meeting although it was voted for in a previous meeting with the budget approval.

20220628-03_IV-BDRPT *(for possible action)* **Consideration and Possible Approval to submit a Request for Amendment (RFA) to move location of school to SPCSA .**

Dr. Hamilton explained that they have been talking about the new building, new brokers, and the contract to come up with the lease and was unaware from the last meeting that while it was discussed, it needed a formal board vote to

submit the amendment to have a blended site at the new building so that we could instruct students. Mrs. Morris noted that Dr. Hamilton has been working with Mark at the SPCSA and working with Paul to make sure that this has been done correctly.

Motion to approve by Mrs. Barry Second by Ms. McFadden, Motion passed.

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry	M	X			
Mr. Glen Curry		X			
Mrs. Shannon Dangl		X			
Ms. Elizabeth McFadden	2nd	X			
Mrs. Samantha Morris		X			
Motion	Carried (X)	Not Carried ()	Vote, (Y5) (N0) (AB0)		Tabled ()

20220628-04_IV-BDRPT (for possible action) Consideration and Possible Approval of awarding 1 full credit per 3 credit college level course for dual credit courses.

Dr. Hamilton explained that the state allows for a board to decide how much credit can be awarded for a 3 credit college level course. Previously we have been awarding 0.5 credits and we would like to offer 1 credit moving forward.

Motion to approve by Mrs. Dangl, Second by Mrs. Barry, Motion passed.

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry	2 nd	X			
Mr. Glen Curry		X			
Mrs. Shannon Dangl	M	X			
Ms. Elizabeth McFadden		X			
Mrs. Samantha Morris		X			
Motion	Carried (X)	Not Carried ()	Vote, (Y5) (N0) (AB0)		Tabled ()

0220628-05_IV-BDRPT (for possible action) Consideration and Possible Approval to add Juneteenth to the 2022-2023SY staff calendar as a paid day off.

Dr. Hamilton explained that this would only impact 11 and 12 month employees this day off. We approved our calendar early in the year prior to legislation passed for Juneteenth to be an approved holiday.

Motion to approve by Mrs. Barry Second by Ms. McFadden, Motion passed.

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry	M	X			
Mr. Glen Curry		X			
Mrs. Shannon Dangl		X			
Ms. Elizabeth McFadden	2 nd	X			
Mrs. Samantha Morris		X			
Motion	Carried (X)	Not Carried ()	Vote, (Y5) (N0) (AB0)		Tabled ()

Mr. Mazzarella is reporting on the end of May. In general the major changes that occurred was due to the office space. The first lease payment was in June and they would have to account for moving costs. Mr. Mazzarella noted there is an accounting pronouncement that has been issued which is called the Government Accounting Standards Board #87 which is accounting for leases. And because the school has entered into a long-term lease agreement before June 30, 2022 the school has to implement the accounting pronouncement. The balance sheet in August will show the implementation of this pronouncement. This means that the school recognizes an asset for the building and the related liability for the 37 months of the lease. The amount is calculated by taking the present value of the lease payments and set up an asset and a course funding liability for that amount which is estimated to be \$1.6 million. Mr. Mazzarella said he can talk more to this in the future with the CPA and Mike Dang from the SPCSA. Mr. Mazzarella discussed the balance sheet, the school received over \$1.7 million of reimbursements this month. The school received enough money for the board to approve the payment to K12 to get the accruals down and to get the cash down to a reasonable level. Mrs. Morris asked if that will cover all the invoices for this year to stride. Mr. Mazzarella said there would still be \$2.3 million owed plus or minus \$100,000, and Mrs. Morris asked if we would still be expecting that money from somewhere this school year. Mr. Mazzarella said because of the requirement to have positive cash flow, and at year end we will end with \$3.5 million, and we will use that pay. Mrs. Morris and Mr. Mazzarella confirmed that in August we will be all paid up to Stride.

20220628-06_IV-BDRPT (for possible action) Consideration and Possible Approval of Payment to K12 for Products and Services Provided

Motion to approve by Mrs. Dangl Second by Mrs. Barry, Motion passed.

Member	Motion	Aye	No	Abstain	Absent
Mrs. Shannon Barry	2 nd	X			
Mr. Glen Curry		X			
Mrs. Shannon Dangl	M	X			
Ms. Elizabeth McFadden		X			
Mrs. Samantha Morris		X			
Motion	Carried (X)	Not Carried ()	Vote, (Y5) (N0) (AB0)		Tabled ()

VI. ITEMS SCHEDULED FOR INFORMATION

School Credit Card Review: Shannon Dangl, Board Treasurer

Mrs. Dangl found no issues. Dr. Hamilton noted she got the paperwork from Sarah Olivas to request the limit increase by \$10,000 and paper was scanned and sent over after finding a missing signature.

VII. CLOSING PROCEDURES

A. PUBLIC COMMENTS #2

No individual comment shall be for more than three (3) minutes. Board members may respond to comments; however, no action can be taken. The Board may give direction

to staff following comment.

Kara Hendricks, NVVA Attorney discussed guidance for public comment since there was a number of people on the line. It will be 3 minutes per person to be timed by Nestor Pineda. It is not a time for anyone to respond or have a dialogue. Concerns are taken seriously by the board, and the board is listening even though they are not responding. It is also important for the board to consider the privacy of students and staff.

William Bukovi spoke to the board and thanked them for time to speak. He has been with NVVA since 2007 as a board member, teacher, and blended administrator. He noted his time and the school going from 1 star to 3 star and the trials with the SPCSA. He wanted to speak about Janine Calhoun not being offered a position for this upcoming school year. He noted a major reason for successes and the SIG grant. He described the PDs, data dives, and how Janine's vision helped teachers grow and do what's best for kids. It was understood that the board does what is best for the school and he respects their decision and to find someone who will do what Janine had done for the school.

Carmen Sakurai who was a parent of a student in the jump start program. "I am extremely disheartened to hear that Principal Calhoun is not being asked to return to NVVA. She has always been the one to keep us grounded and calm, especially when the school was going through several changes - and anticipated changes such as the elimination of the high school program. All were quite frightening and stressful for students, parents, staff, and teachers alike. Through it all, Principal Calhoun remained our rock. I also know teachers and staff highly appreciate Principal Calhoun for her ability to make everyone feel heard and appreciated... and make them feel they belong when they felt unsure about their position. She has a natural way about her that validates how you feel and think and that is so extremely valuable in a leader. Most important, she was always there to guide and support my son and his classmates. Because of his goal to become a cardiothoracic surgeon since age 3, I've always taken his education and mental/emotional health very seriously. Principal Calhoun continuously partnered with us to make certain he was always heading down the most productive, effective, and healthiest path. I feel it is of the utmost DISSERVICE to take her away from students, parents, teachers, and the NVVA staff. It's as though you are pulling out the foundation from under everyone. Please rethink your decision and bring her back!"

B. ADJOURNMENT

Motion to adjourn meeting by Mrs. Morris.

Meeting was adjourned at 6:10 PM

The next board meeting is scheduled for August 9, 2022.

NVVA Board Presentation

May 2022 Financials
June 28, 2022



May 2022 Financials

1. FY22 Forecast and Budget (separate attachment)
2. Balance Sheet
3. Cash Flow
4. Financial Framework

Balance Sheet



Without GASB 68

With GASB 68

	Jun-21	May-22	\$ Change	% Change
ASSETS:				
Current assets:				
Cash	\$ 3,527,006	\$ 3,579,346	\$ 52,340	1%
Accounts Receivable	2,267,339	3,210,169	942,830	42%
Other Current assets	49,438	224,409	174,971	354%
Total Current Assets	5,843,783	7,013,924	1,170,140	17%
Total Fixed Assets	21,696	-	(21,696)	
Total Other Assets	25,250	25,250	-	0%
TOTAL ASSETS	\$ 5,890,729	\$ 7,039,173	\$ 1,148,445	16%
LIABILITIES AND EQUITY:				
Current liabilities:				
Accounts Payable	\$ 3,150,768	\$ 4,558,245	\$ 1,407,477	45%
Other Current Liabilities	994,691	725,658	(269,033)	-27%
Total Current Liabilities	4,145,459	5,283,903	1,138,444	22%
Total Other Liabilities	-	-	-	
Total Equity	\$ 1,745,270	\$ 1,755,270	\$ 10,000	1%
TOTAL LIABILITIES AND EQUITY	\$ 5,890,729	\$ 7,039,173	\$ 1,148,444	16%

	Jun-21	May-22	\$ Change	% Change
ASSETS:				
Current assets:				
Cash	\$ 3,527,006	\$ 3,579,346	\$ 52,340	1%
Accounts Receivable	2,267,339	3,210,169	942,830	42%
Other Current assets	49,438	224,409	174,971	354%
Total Current Assets	5,843,783	7,013,924	1,170,140	17%
Total Fixed Assets	21,696	-	(21,696)	
Total Other Assets	\$ 1,662,660	\$ 1,662,660	\$ -	0%
TOTAL ASSETS	\$ 7,528,139	\$ 8,676,583	\$ 1,148,445	13%
LIABILITIES AND EQUITY:				
Current liabilities:				
Accounts Payable	\$ 3,150,768	\$ 4,558,245	\$ 1,407,477	45%
Other Current Liabilities	996,148	727,115	(269,033)	-27%
Total Current Liabilities	4,146,916	5,285,360	1,138,444	22%
Total Other Liabilities	11,670,122	11,670,122	-	0%
Total Equity	\$ (8,288,899)	\$ (8,278,899)	\$ 10,000	0%
TOTAL LIABILITIES AND EQUITY	\$ 7,528,139	\$ 8,676,583	\$ 1,148,444	13%

Cash Flow



	ACTUAL Q1	ACTUAL Q2	ACTUAL Jan-22	ACTUAL Feb-22	ACTUAL Mar-22	ACTUAL Q3	ACTUAL Apr-22	ACTUAL May-22	BUDGET Jun-22	BUDGET Q4
Beginning Cash Balance	\$ 3,527,006	\$ 1,566,801	\$ 2,290,972	\$ 840,728	\$ 1,704,212	\$ 2,290,972	\$ 2,242,103	\$ 4,286,866	\$ 3,579,346	\$ 2,242,103
Basic Formula Funding	3,786,758	4,481,222	-	1,645,180	1,259,471	2,904,651	2,645,044		1,474,070	4,119,114
Grant Reimbursement	378,036	606,385	86,616	353,645	119,745	560,006	278,899	54,336	1,540,196	1,873,431
Other Deposits	3,436	8,488	1,854	19,685	3,360	24,899	4,217	8,508	4,419	17,143
Payments - Non K12	(2,383,347)	(2,361,598)	(796,712)	(830,541)	(844,685)	(2,471,938)	(883,397)	(770,364)	(1,019,178)	(2,672,938)
Payments - K12	(3,745,088)	(2,010,325)	(742,003)	(324,485)		(1,066,488)			(294,315)	(294,315)
Proposed Payments - K12	-	-							(1,692,511)	(1,692,511)
Ending Cash Balance	\$ 1,566,801	\$ 2,290,972	\$ 840,728	\$ 1,704,212	\$ 2,242,103	\$ 2,242,103	\$ 4,286,866	\$ 3,579,346	\$ 3,592,028	\$ 3,592,028

Commentary: As of June 23, 2022, NVVA has a cash balance of \$5,424,382

- Proposed payment to K12 Inc. for K12 invoices: \$1,692,510.50

Date	Invoice Number/Description	Amount
K12 Management Inc.		
1/19/2022	INV-003-4865 Materials	\$96,664.00
1/19/2022	INV-003-4913 Student Curriculum	\$943,478.50
1/19/2022	INV-003-4822 Student Computers	\$41,800.00
1/24/2022	INV-003-5031 Teacher Curriculum	\$114,400.00
2/14/2022	INV-003-5206 Materials	\$67,781.50
2/14/2022	INV-003-5257 Student Curriculum	\$275,664.50
2/14/2022	INV-003-5165 Student Computers	\$53,982.50
3/11/2022	INV-003-5578 Materials	\$54,244.50
3/11/2022	INV-003-5531 Student Computers	\$44,495.00
Total K12 Management Inc.		\$ 1,692,510.50

NV State Public Charter School Authority Metrics- FY22 Forecast



**NEVADA
VIRTUAL
ACADEMY**

The Financial Performance Framework includes eight indicators, four are aimed at assessing the near-term financial health of NVVA and four are aimed at assessing the long-term sustainability and viability of NVVA.

Near-term Indicators

1. CURRENT RATIO

Ratio must be at least 1.1

Current Ratio (CA/CL) (MS >=1.1 or...)	
Total Current Assets (Operating)	\$7,013,924
Total Current Liabilities (Operating)	5,283,903
Current Ratio	1.33 x
Rating	MS

2. UNRESTRICTED DAYS CASH ON HAND

At least 60 days or 30 days with a positive trend

Unrestricted Days Cash On Hand (>= 60 days, unless...)	
Unrestricted Cash	\$3,579,346
Total Expenses, Operating	18,689,608
Total Expenses, Net	\$18,689,608
Average Daily Expenses	\$51,204
UDCOH	69.9 Days
Rating	MS

3. ENROLLMENT FORECAST ACCURACY

At least 95% accuracy- Not currently being measured

4. DEBT DEFAULT

None = **MS**

NV State Public Charter School Authority Metrics- FY22 Forecast



Long-Term Indicators

5. TOTAL MARGIN

Must be positive

Total Margin (Not in default and not delinquent w/debt service)	
Current Year Net Surplus	\$10,000
Current Year Total Revenue	18,699,608
Current Year Margin	0.1%
<hr/>	
3 Year	
Surplus (Deficit)	\$(610,476)
Revenue	\$50,714,389
Aggregated 3 Year Margin	(1.2)%
Rating	DNMS

6. DEBT TO ASSET RATIO

Ratio must be less than .90

Debt to Asset Ratio (W/facilities, bonds. W/o Net Pension Liability...)	
Total Debt	5,283,903
Total Assets	\$7,039,174
Debt to Asset Ratio	75.1%
Rating	MS<90%

7. CASH FLOW

Must be positive

Cash Flow	
Total Cash Balance	\$3,579,346
Multi Year Cash Flow (3 yr)	\$2,388,504
One Year Cash Flow (1 yr)	\$52,340
Rating	MS

8. DEBT OR LEASE SERVICE COVERAGE RATIO

Ratio must be at least 1.10

Debt and/or Lease Service Coverage Ratio (MS >=1.1)	
Net Surplus (Deficit)	\$10,000
Depreciation	140,244
Operating Lease Expense	144,909
NI b4 DIA	\$295,153
Operating Lease Expense	144,909
Debt (& Lease) Service	\$144,909
DSCR or LSCR ***	2.04
Rating	MS>=1.1

	Board Budget v. 11+1 Summary		
	Approved Board Budget	Basic, Sped, Title I & Title IV 11+1 Forecast	All Funding Difference in Budget
K5	-	-	-
MS	1,125	1,026	(99)
HS	1,151	1,228	77
Ending Enrollment (Avg. for Totals)	2,276	2,253	(22)
Funding Sources			
Basic Formula Funding - K-8 and HS	\$ 16,576,097	\$ 15,162,183	\$ (1,413,915)
Special Education Funding - K-8 and HS	885,654	719,457	(166,197)
Other Federal Funds	-	1,159,621	1,159,621
Other Funding/Inc - Included in M&T base	4,419	4,419	-
Other Funding/Inc - Non M&T Base	719,374	719,992	618
State & Federal Funding	\$ 18,185,544	\$ 17,765,672	\$ (419,872)
Estimated K12 Contribution	1,630,906	-	(1,630,906)
Total Funding (including K12 Credits)	\$ 19,816,450	\$ 17,765,672	\$ (2,050,778)
Instruction - Teachers			
Salaries Summary	\$ 4,622,878	\$ 4,630,003	\$ 7,125
Salary - Regular	\$ 3,186,420	\$ 3,478,995	\$ 292,575
Salary - Special Ed	580,466	496,148	(84,318)
Salary - ICs / Advisors / Counselors	702,841	631,228	(71,613)
Salary - Title	52,480	(4,267)	(56,747)
Salary - Other Restricted	71,607	-	(71,607)
Stipends	29,065	27,900	(1,165)
Instructional Temp/Contract Labor	-	1,260	1,260
Benefits	1,972,630	2,147,331	174,701
Travel	13,871	15,500	1,629
Phone	49,621	65,875	16,254
K12 Instructional Materials	8,000	4,562	(3,438)
K12 Curriculum Delivery	251,854	219,224	(32,630)
K12 Charges-3rd Party Teacher	-	-	-
Teacher Laptops	35,249	35,000	(249)
Non-Instructional Materials & Supplies	8,100	-	(8,100)
Conf., Teacher Training & Prof. Dev.	28,106	12,556	(15,550)
Tuition reimb.	781	762	(20)
ISP	76,575	96,875	20,300
Non-K12 Other	-	41	41
Total Instruction - Teachers	\$ 7,067,665	\$ 7,228,990	\$ 161,324
Instruction - Students			
PPR			
Proctored Exams & Test Administration	\$ 94,038	\$ 101,402	\$ 7,364
K12 Curriculum Delivery	3,736,023	3,665,926	(70,096)
K12 Instructional Materials	1,650,722	1,452,304	(198,417)
K12 Computer, Peripherals, & Software	574,570	492,240	(82,330)
K12 Charges Other	51,233	31,813	(19,421)
Non-K12 Other	295,800	228,893	(66,907)
Total Instruction - Students	\$ 6,402,386	\$ 5,972,578	\$ (429,807)
Student and Family Services			
Special Ed Contracted Svcs & Other Related Exp.	\$ 394,331	\$ 326,075	\$ (68,255)
School Events	5,750	30,000	24,250
Non-K12 Other	-	10,790	10,790
Total Student and Family Services	\$ 400,081	\$ 366,865	\$ (33,215)
School Administration & Governance			
K12 Educational Services	\$ 2,619,926	\$ 1,915,640	\$ (704,285)
Oversight/Sponsor Fee	218,272	198,520	(19,751)
Legal Services	85,000	57,314	(27,686)
Auditing - External	24,000	27,550	3,550
Board Development & Training	5,000	10,000	5,000
Administrator Travel	8,472	9,894	1,422
Non-Instructional Administrative Staff Salaries	747,299	763,019	15,720
Non-Instructional Administrative Staff Benefits	125,938	160,300	34,362
Consultants	2,280	3,600	1,320
Administrative Temp/Contract Labor	21,000	81,021	60,021
Non-K12 Other	-	3,913	3,913

11+1 Detail by Fund							
Basic & Sped	Title I	Title IV	Basic, Sped, Title I, & Title IV	IDEA	Title II	CARES	Total
\$ 15,162,183	-	-	15,162,183	-	-	-	15,162,183
719,457	-	-	719,457	-	-	-	719,457
1,159,621	-	-	1,159,621	-	-	23,511	1,183,132
4,419	-	-	4,419	-	-	-	4,419
7,705	662,213	50,074	719,992	265,513	182,738	473,339	1,641,581
\$ 17,053,385	\$ 662,213	\$ 50,074	\$ 17,765,672	\$ 265,513	\$ 182,738	\$ 496,850	\$ 18,710,772
\$ 4,307,808	\$ 294,895	\$ 27,300	\$ 4,630,003	\$ 60,935	\$ 66,360	\$ 132,939	\$ 4,890,237
3,229,257	249,738	-	3,478,995	-	48,213	\$ 67,469	3,594,676
496,148	-	-	496,148	52,755	-	-	548,902
586,671	44,557	-	631,228	-	-	-	631,228
(4,267)	-	-	(4,267)	-	4,267	-	0
-	-	-	-	-	-	-	-
-	600	27,300	27,900	8,180	13,880	65,470	115,430
1,260	-	-	1,260	-	-	-	1,260
2,031,989	115,342	-	2,147,331	21,102	20,992	30,000	2,219,425
15,500	-	-	15,500	3,084	24,969	-	43,553
65,875	-	-	65,875	-	-	-	65,875
4,562	-	-	4,562	-	-	-	4,562
219,224	-	-	219,224	-	-	-	219,224
-	-	-	-	-	-	-	-
35,000	-	-	35,000	-	-	-	35,000
-	-	-	-	-	-	-	-
9,688	-	2,869	12,556	7,707	21,533	12,510	54,306
762	-	-	762	-	-	-	762
96,875	-	-	96,875	-	-	-	96,875
-	-	41	41	-	-	18,215	18,256
\$ 6,788,542	\$ 410,237	\$ 30,210	\$ 7,228,990	\$ 92,828	\$ 133,853	\$ 193,664	\$ 7,649,335
\$ 101,402	\$ -	\$ -	\$ 101,402	\$ -	\$ -	\$ 5,055	\$ 106,457
3,665,926	-	-	3,665,926	-	-	-	3,665,926
1,452,304	-	-	1,452,304	-	-	-	1,452,304
492,240	-	-	492,240	-	-	-	492,240
31,813	-	-	31,813	-	-	-	31,813
136,099	88,566	4,228	228,893	4,088	18,487	63,204	314,672
\$ 5,879,784	\$ 88,566	\$ 4,228	\$ 5,972,578	\$ 4,088	\$ 18,487	\$ 68,259	\$ 6,063,412
\$ 326,075	\$ -	\$ -	\$ 326,075	\$ -	\$ -	\$ -	\$ 326,075
30,000	-	-	30,000	-	-	7,430	37,430
41	-	10,749	10,790	-	-	-	10,790
\$ 356,117	\$ -	\$ 10,749	\$ 366,865	\$ -	\$ -	\$ 7,430	\$ 374,295
\$ 1,915,640	\$ -	\$ -	\$ 1,915,640	\$ -	\$ -	\$ -	\$ 1,915,640
198,520	-	-	198,520	-	-	-	198,520
57,314	-	-	57,314	-	-	-	57,314
27,550	-	-	27,550	-	-	-	27,550
10,000	-	-	10,000	-	-	-	10,142
9,894	-	-	9,894	-	28,758	142	38,652
643,864	115,535	3,620	763,019	120,247	120	28,000	911,386
114,085	46,214	-	160,300	48,069	-	-	208,369
3,600	-	-	3,600	-	-	-	3,600
81,021	-	-	81,021	280	-	-	81,301
3,913	-	-	3,913	-	-	-	3,913

Total School Administration & Governance	\$ 3,857,186	\$ 3,230,773	\$ (626,413)
Technology			
K12 Technology Services	\$ 1,222,632	\$ 338,008	\$ (884,624)
Total Technology	\$ 1,222,632	\$ 338,008	\$ (884,624)
Facilities / Insurance / Other			
Rent	\$ 420,000	\$ 267,914	\$ (152,086)
Maintenance/Repair Facility	25,000	15,000	(10,000)
Water & Electric	40,500	29,369	(11,131)
Telephone	86,000	72,500	(13,500)
Internet Connection	27,113	30,000	2,887
Conference calls	1,000	363	(637)
Copier / Fax Lease	14,400	12,424	(1,976)
Office Postage and Shipping	11,000	8,000	(3,000)
Office supplies and equipment	63,072	67,926	4,854
General Liability Insurance	49,740	49,740	-
Bank fees	9,905	9,000	(905)
Depreciation	98,770	21,698	(77,073)
Non-K12 Other	10,000	34,522	24,522
Not Yet Allocated	-	-	-
Total Facilities / Insurance / Other	\$ 856,500	\$ 618,457	\$ (238,043)
Total School Expenditures This Period	\$ 19,806,450	\$ 17,755,671	\$ (2,050,779)
Surplus (Deficit)	\$ 10,000	\$ 10,000	\$ (0)
K12 Charges	\$ 10,114,959	\$ 8,119,718	\$ (1,995,241)
NET K12 Charges	\$ 10,114,959	\$ 8,119,718	\$ (1,995,241)

\$ 3,065,403	\$ 161,750	\$ 3,620	\$ 3,230,773	\$ 168,596	\$ 28,878	\$ 100,220	\$ 3,528,467
\$ 338,008	\$ -	\$ -	\$ 338,008	\$ -	\$ -	\$ -	\$ 338,008
\$ 338,008	\$ -	\$ -	\$ 338,008	\$ -	\$ -	\$ -	\$ 338,008
\$ 267,914	\$ -	\$ -	\$ 267,914	\$ -	\$ -	\$ -	\$ 267,914
15,000	-	-	15,000	-	-	2,800	17,800
29,369	-	-	29,369	-	-	-	29,369
72,500	-	-	72,500	-	-	-	72,500
30,000	-	-	30,000	-	-	-	30,000
363	-	-	363	-	-	-	363
12,424	-	-	12,424	-	-	-	12,424
8,000	-	-	8,000	-	-	1,677	9,677
65,000	1,659	1,267	67,926	-	1,519	117,400	186,845
49,740	-	-	49,740	-	-	-	49,740
9,000	-	-	9,000	-	-	-	9,000
21,698	-	-	21,698	-	-	-	21,698
34,522	-	-	34,522	-	-	5,400	39,922
-	-	-	-	-	-	-	-
\$ 615,530	\$ 1,659	\$ 1,267	\$ 618,457	\$ -	\$ 1,519	\$ 127,277	\$ 747,253
\$ 17,043,385	\$ 662,212	\$ 50,074	\$ 17,755,671	\$ 265,512	\$ 182,738	\$ 496,850	\$ 18,700,770
\$ 10,000	\$ 0	\$ (0)	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000



2022-2023 SALARY SCALE – LICENSED 5%

6-12 TEACHERS								
COMPLETED YEARS EXP.	STEP	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F	CLASS G
		BA/BS	+ 16	+32	MA/MS	+16	+32	PHD
0-1	1	\$40,770.44	\$42,299.36	\$43,885.55	\$45,531.26	\$47,238.70	\$49,010.15	\$50,848.05
	2	\$42,401.27	\$43,991.32	\$45,640.99	\$47,352.26	\$49,128.25	\$50,970.56	\$52,881.96
	3	\$44,097.01	\$45,750.65	\$47,466.30	\$49,246.52	\$51,093.02	\$53,009.01	\$54,996.86
	4	\$45,861.50	\$47,581.31	\$49,365.61	\$51,216.82	\$53,137.46	\$55,130.10	\$57,197.49
	5	\$47,694.75	\$49,483.30	\$51,338.92	\$53,264.11	\$55,379.47	\$57,333.85	\$59,483.86
	6	\$49,600.55	\$50,840.57	\$53,390.34	\$55,392.46	\$57,189.36	\$59,624.82	\$61,558.99

SECONDARY MATH & SCIENCE TEACHERS								
COMPLETED YEARS EXP.	STEP	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F	CLASS G
		BA/BS	+ 16	+32	MA/MS	+16	+32	PHD
0-1	1	\$43,316.61	\$44,795.59	\$47,730.72	\$48,027.51	\$49,734.95	\$51,506.39	\$53,344.28
	2	\$44,947.45	\$46,487.57	\$48,137.22	\$49,848.75	\$51,624.48	\$53,466.80	\$55,378.19
	3	\$46,665.93	\$48,011.54	\$49,962.53	\$51,742.52	\$53,589.27	\$55,505.25	\$57,493.09
	4	\$48,407.68	\$50,108.09	\$51,861.84	\$53,713.05	\$55,633.69	\$57,626.33	\$59,402.55
	5	\$50,240.91	\$51,979.53	\$53,835.16	\$55,760.36	\$57,757.78	\$59,830.09	\$61,980.09
	6	\$52,146.71	\$53,956.82	\$55,886.59	\$57,888.70	\$59,965.94	\$62,121.07	\$64,356.98

TOSA – Teacher on Special Assignment								
COMPLETED YEARS EXP.	STEP	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F	CLASS G
		BA/BS	+ 16	+32	MA/MS	+16	+32	PHD
0-1	1	\$47,564.07	\$49,347.26	\$51,197.78	\$53,117.69	\$55,109.60	\$57,176.21	\$59,320.31
	2	\$49,466.39	\$51,321.13	\$53,245.69	\$55,242.39	\$57,313.99	\$59,463.27	\$61,693.14
	3	\$51,445.25	\$53,373.61	\$55,375.15	\$57,451.70	\$59,606.14	\$61,841.36	\$64,160.44
	4	\$53,505.09	\$55,509.30	\$57,590.91	\$59,750.58	\$61,991.23	\$64,315.88	\$66,727.72
	5	\$55,643.86	\$57,728.20	\$59,892.78	\$62,138.99	\$64,469.19	\$66,886.80	\$69,395.07
	6	\$57,865.40	\$62,286.24	\$62,286.24	\$64,621.97	\$67,045.29	\$69,559.50	\$72,167.97

SCHOOL COUNSELORS					
COMPLETED YEARS EXP.	STEP	CLASS A	CLASS B	CLASS C	CLASS D
		MA/MS	+16	+32	PHD
0-1	1	\$53,117.69	\$57,176.21	\$58,605.61	\$59,320.31
	2	\$55,242.39	\$58,746.82	\$59,463.27	\$61,693.14
	3	\$57,451.70	\$61,096.28	\$61,841.36	\$64,160.44
	4	\$59,750.58	\$63,540.99	\$64,315.88	\$66,727.72
	5	\$62,138.99	\$66,080.91	\$66,886.80	\$69,395.07
	6	\$64,621.97	\$68,721.43	\$69,559.50	\$72,167.97

AP/ADMIN			
COMPLETED YEARS EXP.	STEP	CLASS A	CLASS B
		B-M	PHD
0-1	1	\$69,121.99	\$73,684.03
	2	\$71,983.88	\$76,734.81
	3	\$74,956.52	\$79,903.65
	4	\$78,043.75	\$83,194.63
	5	\$81,249.38	\$86,611.84



Nevada Virtual Academy
2022-2023 Staff Calendar

2022

Monday, August 1	Licensed Employees Begin Work Year
Monday, August 8	Classes Begin
Monday, September 5	Labor Day (No School)
Monday, October 3	Staff Professional Development (No School for students)
Friday, October 7	End of First Grading Period (44 days)
Friday, October 28	Nevada Day Observed (No School)
Friday, November 11	Veterans Day Observed (No School)
Mon-Wed, November 21-23	No School for Students and Licensed Employees
Thurs-Fri, November 24, 25	Thanksgiving Day and Family Day (No School all students and staff)
Friday, December 2	HS Staff Professional Development (Work for students)
Friday, December 9	MS Staff Professional Development (Work for students)
Friday, December 16	End of Second Grading Period (42 days)
	End of First Semester (86 days)
	Winter Break Begins – End of Day for Students and Licensed Teachers

2023

Tuesday, January 3	Office staff returns- Licensed Staff Professional Development (No school for students)
Wednesday, January 4	Classes Resume for Students
	Second Semester Begins
Monday, January 16	Martin Luther King, Jr. Day (No School)
Monday, February 20	Presidents' Day Observed (No School)
Friday, February 24	Stride Promising Practices
Friday, March 10	End of Third Grading Period
	Spring Break Begins – End of Day for Students and Licensed Teachers
	No School March 13- March 17
Monday, March 20	Classes Resume
Friday April 7	Contingency Day 1 (No School)
Monday, April 10	Contingency Day 2 (No School)
Monday, April 17	Staff Professional Development (No School for students)
Friday, May 12	All Staff End of Year Professional Development (No School for students)
Wednesday, May 24	Last Day of Classes
	End of the Second Semester/Fourth Grading Period
Thursday, May 25	Contingency Day 3 (if needed)
Monday, May 29	Memorial Day (Office Closed)
Wednesday, May 31	Last day for 10-month Licensed Employees
Monday, June 19	Juneteenth (Office Closed)
Friday, June 30	Last day for 11-month Licensed Employees





June 20, 2022

Nicole Russell
Senior Planner
Clark County
500 S. Grand Central Pkwy
Las Vegas, NV 89155

RE: Eastern & Ford
Pre-Application Comment Response Letter for (APR-22-100732)

Dear Nicole:

On behalf of our client, Nevada Virtual Academy, we wish to address the comments received on June 9, 2022 for the application listed above.

Application Materials

1. Provide a properly completed Disclosure form for the owner and the applicant. The disclosure form should list the names of individuals holding more than 5% ownership or financial interest in the business entity. Listing the managers or the president does not fill the requirement unless the ownership is held by a publicly traded company. Publicly traded corporations shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. If the owner or applicant is a publicly traded company, provide documents to support this.
RESPONSE: Please see attached the revised Disclosure forms. Nevada Virtual Academy is a non-profit.

Site Plan

2. It appears that the site plan provided is not accurate in regard to the parking constructed on the site. It would be helpful to have an accurate parking count and actual widths of the drive aisles (mainly behind the buildings) for the queuing area
RESPONSE: Please see attached the revised site plan showing the parking constructed on site, parking count and drive aisle widths behind the buildings.
3. Remove floor plans from Accela.
RESPONSE: Floor plans have been removed.
4. Provide photographs of the existing landscaping on the site close to the building where the use is proposed. The photos must be one PDF document.
RESPONSE: Please see attached the existing landscape exhibit showing the landscape around the section of the building for the proposed use.

Additional Items:

5. The proposed Special Use with within 500 feet of the City of Henderson, which would make the use classified as a Project of Regional Significance per code. This requires RISE reports to be included as part of the application. Please complete the forms that pertain to the proposed use and upload the completed form into Accela.
RESPONSE: Noted. RISE reports completed and attached.

We would respectfully request your consideration of the above responses and would appreciate any request for further clarification or expansion you may require.

Sincerely,

Melissa Eure
President



A Planning & Development Services Corporation

1055 Whitney Ranch Dr., Suite 210, Henderson, NV 89014
Telephone: (702) 435-9909 Facsimile: (702) 435-0457 E-Mail: ggarcia@gcgarciainc.com



DISCLOSURE FORM

CLARK COUNTY COMPREHENSIVE PLANNING DEPARTMENT

OWNERSHIP/INTEREST FORM FOR APPLICANT AND PROPERTY OWNER

Clark County Unified Development Code (Title 30), Section 30.16.240(a)16, requires applicants to list the names of individuals holding more than 5% ownership or financial interest in the business entity appearing before the Board, except for publicly traded corporations as provided below. A disclosure form(s) shall be submitted with each application when required in accordance with the application submittal requirements. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Publicly traded corporations shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest.

The disclosure requirement extends to both applicant and the property owner.

Use the available fields below to list all names¹. Note: for a Non-Profit Organization, list all Directors; for Trusts, list Trustee(s)/Beneficiary(ies):

Names listed below are for Applicant, Property Owner, or Applicant and Property Owner

Full Name	Title
Diamond Creek Holdings LLC Series 8	100%
Dawn Ziroli	Owner 50%
Clement Ziroli Jr	Owner 50%

¹ Requires documentation evidencing listed names to be submitted concurrently with form.

Additional list of names is attached hereto.

I certify under penalty of perjury, that all the information provided herein is current, complete, and accurate. I also understand final action on land use approvals will not occur without the completed disclosure form.

Clement Ziroli, Jr.
Print Name

6/10/22
Date



DISCLOSURE FORM

CLARK COUNTY COMPREHENSIVE PLANNING DEPARTMENT

OWNERSHIP/INTEREST FORM FOR APPLICANT AND PROPERTY OWNER

Clark County Unified Development Code (Title 30), Section 30.16.240(a)16, requires applicants to list the names of individuals holding more than 5% ownership or financial interest in the business entity appearing before the Board, except for publicly traded corporations as provided below. A disclosure form(s) shall be submitted with each application when required in accordance with the application submittal requirements. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Publicly traded corporations shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest.

The disclosure requirement extends to both applicant and the property owner.

Use the available fields below to list all names¹. Note: for a Non-Profit Organization, list all Directors; for Trusts, list Trustee(s)/Beneficiary(ies):


Names listed below are for Applicant, Property Owner, or Applicant and Property Owner

Full Name	Title
Nevada Virtual Academy	100%
Samantha Morris	President 0%
Elizabeth McFadden	Vice President 0%
Shannon Dangle	Treasurer 0%
Shannon Barry	Board Member 0%
Glen Curry	Board Member 0%

¹ Requires documentation evidencing listed names to be submitted concurrently with form.

Additional list of names is attached hereto.

I certify under penalty of perjury, that all the information provided herein is current, complete, and accurate. I also understand final action on land use approvals will not occur without the completed disclosure form.

Samantha Morris 

 Print Name

05/18/2022

 Date



Comprehensive Planning CURRENT PLANNING DIVISION RISE/PFNA REPORTS (revised 05/1/18)

(REQUIRED for nonconforming zone changes, high impact projects, text amendments to amend mixed use overlay district, and major projects)

The attached RISE Reports must be completed by the applicant and submitted to the Current Planning Division with any application for a nonconforming zone change, high impact project, text amendment to amend the mixed use overlay district, or major project.

An application for project of regional significance will require submittal of the specific reports noted below with an asterisk (*).

1. Water Supply Report
2. Wastewater Treatment Report
3. Transportation Report*
4. Geotechnical Report
5. Flood Control and Drainage
6. Fire Protection and Emergency Services Report*
7. Police Services Report*
8. Educational Services*
9. Neighborhood, Economic and Employment*
10. Parks and Trails*
11. Desert Conservation Program (Habitat and Species Conservation Questions)
12. Air Quality
13. Water Quality Report

Incomplete reports and/or inaccurate information will delay application submittal and processing.

The Current Planning Division will distribute completed RISE/PFNA Reports to the reviewing agencies, except when in conjunction with a project of regional significance. RISE/PFNA reports for a project of regional significance will be distributed to the appropriate City.

NOTE: Per Chapter 30.16.240 of the Clark County Code, all submitted documents are available to the public for inspection and copying and must be legible and suitable for microfilm and imaging reproduction. All plans must be accurate, drawn to a standard scale not smaller than one (1) inch equals sixty (60) feet, or one-eighth (1/8) inch equals one (1) foot, dimensioned, and folded so they can be placed into a legal size file.

CLARK COUNTY COMPREHENSIVE PLANNING RISE/PFNA REPORTS

(REGIONAL INFRASTRUCTURE SERVICES EVALUATION)

GENERAL PROJECT INFORMATION

Applicant required to complete all reports

Date _____

Correspondent Name _____

Phone _____ email _____

Street intersection _____

APN _____

Application # _____

The proposed development known as _____ is required to submit RISE reports. Review and comment from your agency is required to determine impacts to service or infrastructure. The following is a summary of the proposed development:

If there is a change of scope of the project, additional forms will be submitted.

Use	Units/Area	Acreage	ADT
Residential			
SFR	Units		
MF	Units		
Commercial	30,000 Sq. Ft.		
Industrial	Sq. Ft.		
Tourist Accommodations			
Hotel/Motel	Rooms		
Other	Sq. Ft.		
Resort Hotel Rooms	Rooms		
Casino	Sq. Ft.		
Other	Sq. Ft.		

Development/Construction Schedule (Including Demolition and Phasing)

Target Date	Process	

COPIES TO:

- LAS VEGAS VALLEY WATER DISTRICT
- WATER RECLAMATION DISTRICT
- REGIONAL TRANSPORTATION COMMISSION
- CLARK COUNTY PUBLIC WORKS – DEVELOPMENT REVIEW
- DEVELOPMENT SERVICES BUILDING DIVISION
- REGIONAL FLOOD CONTROL DISTRICT
- CLARK COUNTY FIRE DEPARTMENT
- METROPOLITAN POLICE DEPARTMENT
- CLARK COUNTY SCHOOL DISTRICT
- PARKS AND TRAILS
- DESERT CONSERVATION PROGRAM
- DEPARTMENT OF AIR QUALITY AND ENVIRONMENTAL MANAGEMENT
- WATER RECLAMATION DISTRICT - CLARK COUNTY WATER QUALITY PLANNING

**CLARK COUNTY COMPREHENSIVE PLANNING RISE/PFNA REPORT
TRANSPORTATION**

APN _____

PROJECT NAME _____

APPLICATION # APR-22-100732 TRAFFIC STUDY H.T.E.# TBD

****If project requires Traffic Study submittal, applicant may submit a summary of the study in place of this report. ****

Trips Generated – ITE Tables

Proposed Zoning (Max allowed) ADT = _____
 Existing Master Plan (Max allowed) ADT = _____
 Increase/Decrease in Traffic ADT = _____

Traffic impacts to roadways adjacent to project and those in the area impacted by the project size

Arterials, including impacts to interchanges and freeways – traffic distribution from above increase			
Street name	Existing traffic per Master Plan (ADT)	Adjustment/proposed traffic per zoning (ADT)	Street capacity (ADT)
Local streets			
Street name	Current traffic (ADT)	Proposed traffic (ADT)	Street capacity (ADT)

Report, graph or site plan including existing, proposed and mitigation for the following:

- Capacities of Roads serviced by the development
- Access to site, including proposed driveways and access roadways
- Streets proposed to be vacated – impacts to local traffic patterns
- Access Controls
- Pedestrian Bridges
- Pedestrian Circulation
- Mass Transit for both Employees and Visitors
- Alternative Transportation Modes (car pool, bike lane)
- Streets proposed for dedication – impacts to local traffic patterns

Copies to:

Regional Transportation Commission

600 S. Grand Central Pkwy
 Ste 350
 Las Vegas, NV 89106
 Attn.: Mike Hand
 Phone: 702-676-1500

**Department of Public Works
 Development Review**

500 S. Grand Central Pkwy
 Las Vegas, NV 89155-4000
 Attn.: Denise Lemoine
 Phone 702-455-6146
 Email: denisel@clarkcountynv.gov

<http://www.rtcnv.com/>

**CLARK COUNTY COMPREHENSIVE PLANNING RISE/PFNA REPORT
FIRE PROTECTION AND EMERGENCY SERVICES**

APN _____

PROJECT NAME _____

APPLICATION # _____

ENTIRE PROJECT

Use	NUMBER OF UNITS			TOTAL SQUARE FEET		
	Proposed Property	Existing Property	Net <i>(Proposed - Existing)</i>	Proposed Property	Existing Property	Net <i>(Proposed - Existing)</i>
Casino			0			0
Convention			0			0
Back-of-House			0			0
Front-of-House			0			0
Theater(s)			0			0
Retail(s)			0			0
Pool(s)			0			0
Night Club(s) (Night/Day)			0			0
Ballroom(s)			0			0
Hotel Units			0			0
Condominium Units			0			0
Service Areas			0			0
Industrial Areas			0			0
Office Areas	15	21	0	19,786	16,000	3,786
Parking Garages			0			0
Central Plant			0			0
Warehouse			0			0
Other Ancillary Areas	21	15	0	10,214	14,000	3,786
TOTAL	36	36	0	30,000	30,000	0

Note: All cells must be filled out. Indicate not applicable or zero if necessary.

Analyze project demand with respect to existing Clark County Fire Department facilities and services in the following areas at a minimum:

- Adequate water supply _____
- Location of a project with respect to the existing service area _____
- Special hazards accompanying storage, use or processing of hazardous materials associated with the project _____
- Highest Occupied Floor Level _____
- Lowest Occupied Floor Below Grade _____
- Radio Communication _____
- Project Estimated Start Date _____
- Project Completion Date _____

Clark County Fire Department

575 E. Flamingo Rd.
Las Vegas, NV 89119
Attn: Chief Kelly Blackmon
Chief Jeff Buchanan

Comments:

Phone: (702) 455-7311

E-mail: kjb@clarkcountynv.gov

Jeff.buchanan@clarkcountynv.gov

Website: <http://www.clarkcountynv.gov/depts/fire/pages/default.aspx>

**CLARK COUNTY COMPREHENSIVE PLANNING RISE/PFNA REPORT
POLICE SERVICES**

APN _____

PROJECT NAME _____

APPLICATION # _____

Number of police calls in the vicinity and the average response time. _____

Identify security measures to be provided.

Address the effect of any officially adopted plans and/or schedules for publicly provided improvements.

Distance from site to where nearest police services are provided.

If existing police services are not adequate, how will these services be augmented to provide adequate protection?

Metropolitan Police Department

3141 E. Sunrise Ave.

Las Vegas, NV 89101

Attn: AJ Delap

Brian O'Callaghan

Sam Diaz

Phone: (702) 828-5538

E-mail: A5458D@LVMPD.com

B5623O@LVMPD.com

S12886@LVMPD.com

Comments:

**CLARK COUNTY COMPREHENSIVE PLANNING RISE/PFNA REPORT
EDUCATIONAL SERVICES**

APN _____

PROJECT NAME _____

APPLICATION # _____

Student Yield	Elementary School	Middle School	High School
Single-Family Units	x 0.196=	x 0.101=	x 0.137=
Multi-Family Units	x 0.140=	x 0.058=	x 0.064=
Resort Condo Units			
Total			

Single family unit is defined as single family detached, manufactured home, townhome
 Multi- family unit is defined as apartment, multiplexes and condominiums
 Resort condominium units for tracking purposes only.

Schools serving the area (to be completed by CCSD)					
Name	Address	Grade	Capacity	Enrollment	Site Date

**Clark County School District
Real Property Management**

1180 Military Tribute Pl
Henderson, NV 89044

Attn: Christopher Dingell
Dimitrios Karapanagiotis

Phone: (702) 799-5214

E-mail: dingec@nv.ccsd.net
karapda@nv.ccsd.net

CCSD Comments:

Please also see the following website to submit information:

**** <http://ccsd.net/departments/real-property/school-development-tracking-process>

CLARK COUNTY COMPREHENSIVE PLANNING RISE/PFNA REPORT

NEIGHBORHOOD, ECONOMIC AND EMPLOYMENT IMPACT REPORT

APN _____

PROJECT NAME _____

APPLICATION # _____

What is the estimated impact of the proposal on the following (attach additional sheets if necessary):
Public services not addressed by other reports (parks, utilities)?

What is the existing land use pattern within ¼ mile of proposed development?

What is the plan to accommodate housing needs generated by the proposed development?

Population generated by proposed project? _____

Amenities within ¼ quarter mile from the proposed site, including but not limited to open spaces, planned recreation areas, resort hotels, shopping centers, and theaters and in general places open to the public. The list must also include all possible ways each amenity may be accessed from the site.

What are the estimated economic benefits of the proposal, including the potential number of temporary and permanent jobs created by the proposal?

What are the estimated economic costs of the proposal, including potential devaluation of nearby properties?

Describe how each amenity can be accessed from the proposed project?

Comments:

CLARK COUNTY COMPREHENSIVE PLANNING RISE/PFNA REPORT

PARKS/TRAILS/FEDERAL LAND

APN _____

PROJECT NAME _____ APPLICATION # _____

Describe the impact on recreation and cultural services provided by Clark County Parks and Recreation Department, specifically regarding the minimum standard of 2.5 acres of programmable recreation space and 1.5 acres of open space for a total of 4 acres of parks per 1000 residents in an urban area or 6.0 acres of programmable recreation space per 1000 residents in a rural area?

Detail plans to ensure that the County's standard is maintained in accordance with the estimated population increase.

Identify any recreational facilities, public art projects, or parks/trails to be developed as a part of this project and provide a detailed plan for maintaining and securing such amenities.

Identify amenities (i.e. parks, recreation centers, trails, public art etc.) accessible from the proposed project within a 5 (five) mile radius

Address density, intensity, geographic, transportation barriers and safety and security issues or other unusual conditions will affect access and use of recreation facilities.

Identify existing or planned trails and possible linkages to the Las Vegas Valley Pedestrian/Bicycle Trail System.

Does the project border a thoroughfare or location identified on the Regional Primary Trails Plan as a trail corridor? Yes or No (Circle One)

If yes, describe how you intend to meet and accommodate this requirement

Is the project on lands that are currently in private ownership? Yes or No (Circle One)

If no, describe where you are in the process of acquiring such lands.

Copies to:

Clark County Comprehensive Planning – Federal Lands, Parks and Trails

500 S. Grand Central Parkway

Las Vegas, Nevada 89155

Attn. Scott Hagen, Nathan Bouvet, Ron Gregory

Phone: (702) 455-4314

Email: SHAGEN@clarkcountynv.gov; Nathan.Bouvet@clarkcountynv.gov; RGY@clarkcountynv.gov

http://www.accessclarkcounty.com/DEPTS/COMPREHENSIVE_PLANNING/POST/Pages/default.aspx

Parking Analysis

Total Building Area for Center:	200,330+/- Sq ft
TOTAL PARKING REQUIRED:	801 SPACES
HANDICAP SPACES REQUIRED:	17 SPACES
VAN ACCESS. SPACES REQUIRED:	3 SPACES
TOTAL PARKING PROVIDED:	801 SPACES
HANDICAP SPACES PROVIDED:	21 SPACES
VAN ACCESS. SPACES PROVIDED:	4 SPACES

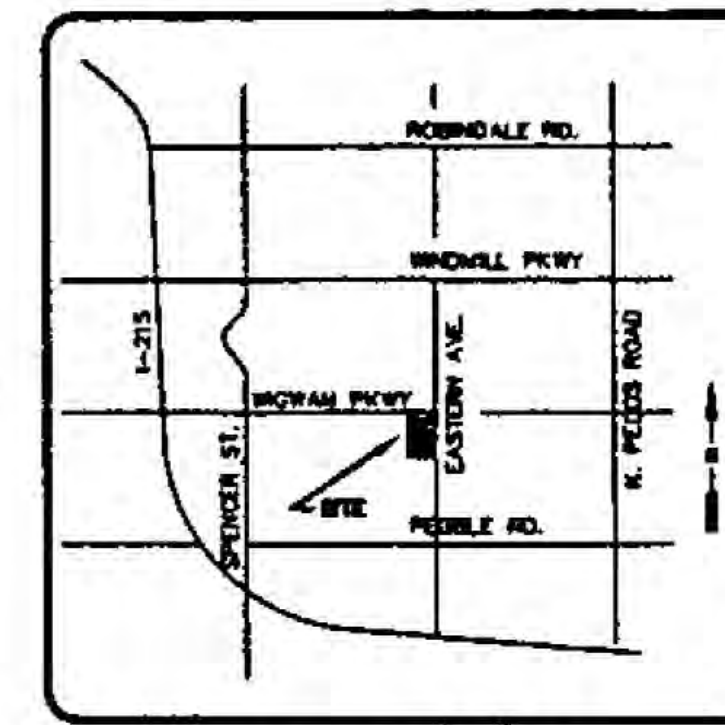
Eastern & Ford Site Plan Exhibit



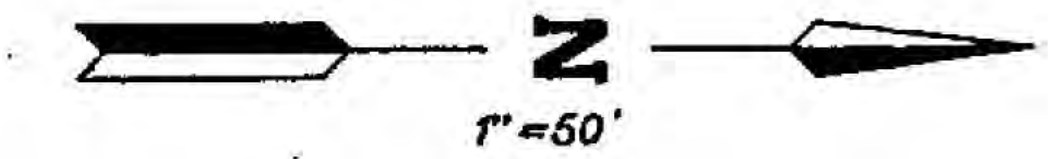
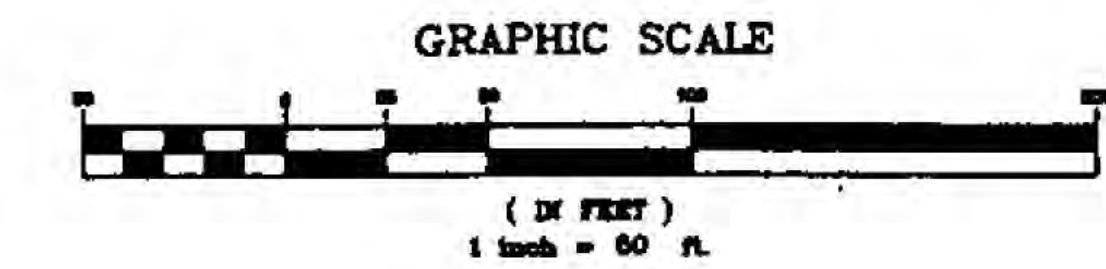
A Planning & Development Services Corporation
June 2022

PROPERTY INFORMATION

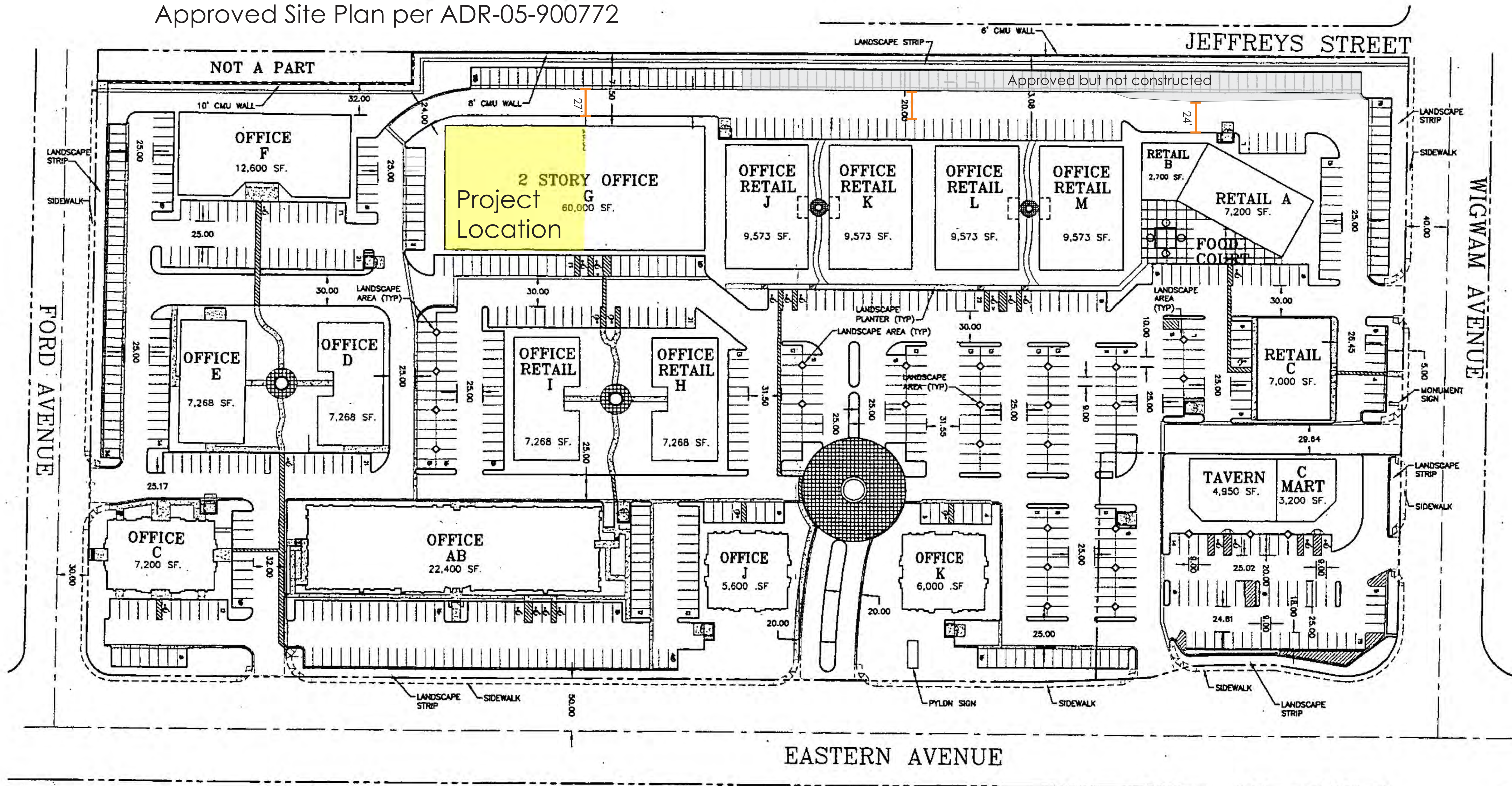
LAND AREA:	824,435 SF
ACRES:	+/- 18.47
TOTAL BUILDING AREA:	200,330 SF
LAND/BUILDING RATIO:	25.0%
TOTAL PARKING REQUIRED:	801 SPACES
HANDICAP SPACES REQUIRED:	17 SPACES
VAN ACCESS. SPACES REQUIRED:	3 SPACES
TOTAL PARKING PROVIDED:	801 SPACES
HANDICAP SPACES PROVIDED:	21 SPACES
VAN ACCESS. SPACES PROVIDED:	4 SPACES



VICINITY MAP
NTS



Approved Site Plan per ADR-05-900772



Wigwam

Treasure Trove St

VAC 2005 1101-8821

VAC 2005 1101-8821

EASTERN AND WIGWAM

Eastern S Eastern Ave

Ford

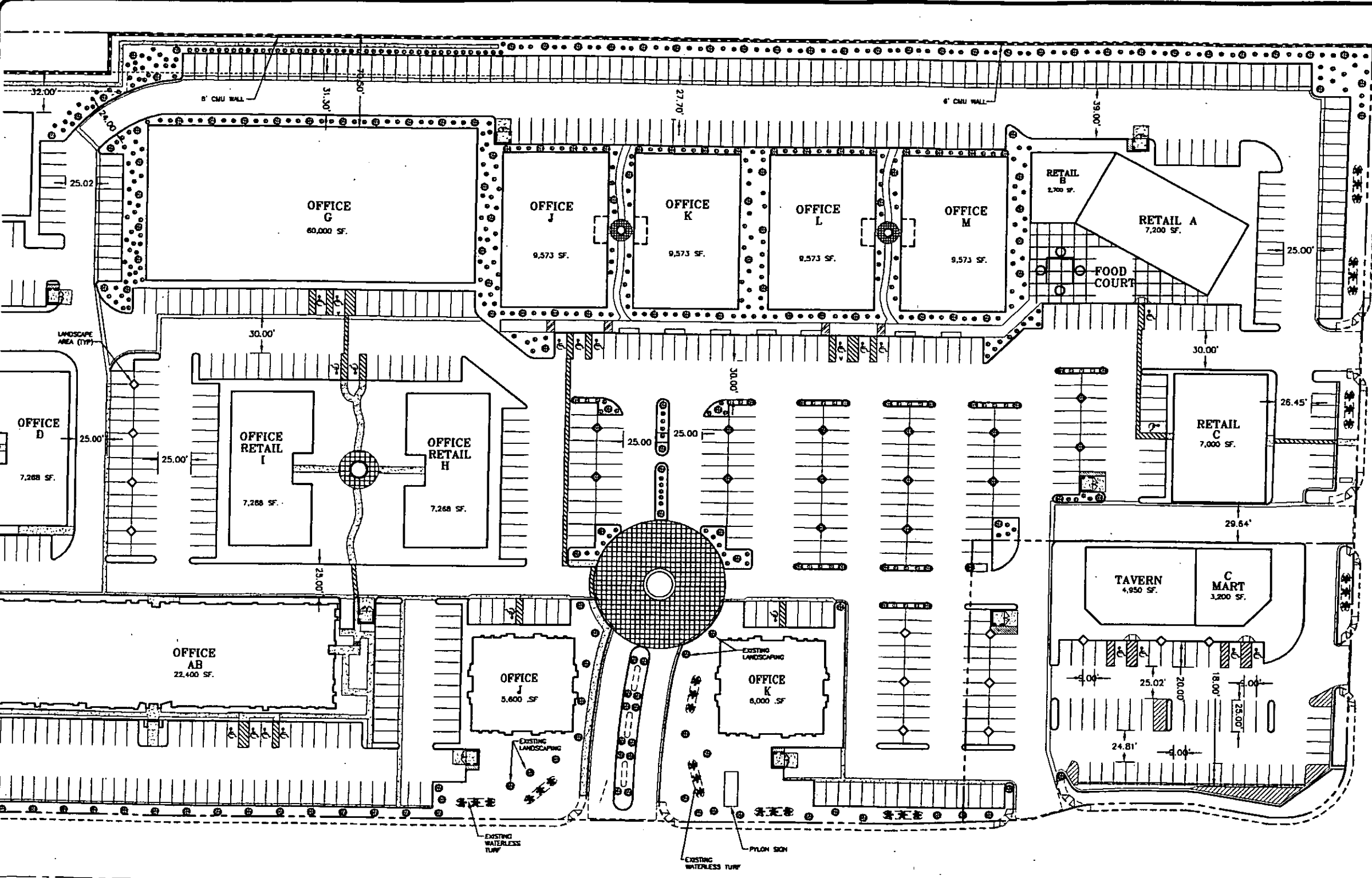
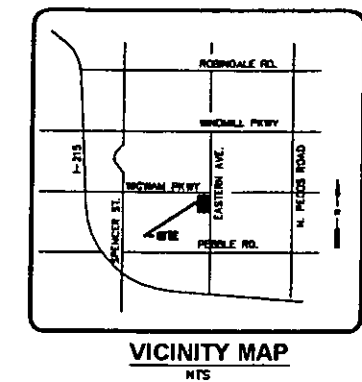
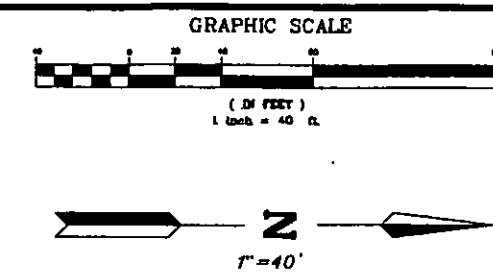
PM 112-20

UNIT 2



Eastern & Ford Existing Elevations Exhibit





EASTERN AVENUE

BENCHMARK

THE BENCHMARK USED FOR THIS PROJECT IS CLARK COUNTY BENCHMARK C0211112000. A RIVET AND SQUARE ALUMINUM PLATE IN TOP CURB, NORTHWEST CORNER OF WINDMILL LANE AND ASPENDALE DRIVE NEAR PC OF WINDMILL LANE.
ELEVATION IS 643.805 METERS OR 2112.217 FEET NAVD 88.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PROJECT IS GRID NORTH, AS DEFINED BY THE NEVADA COORDINATE SYSTEM OF 1983 (NCS83), EAST ZONE, AS DETERMINED BY PUBLISHED VALUES BY NATIONAL GEODETIC SURVEY - HIGH ACCURACY REFERENCE NETWORK AS SHOWN BY MAP OR FILE IN FILE 88, PAGE 33 OF SURVEYS IN THE CLARK COUNTY, NEVADA RECORDERS OFFICE.

SYMBOL	GENUS	COMMON NAME	SIZE	QUANTITY
TREES				
⊙	LIQUSTRUM	JAPANESE PRIVOT	36" / 24" BOX	139
✻	PHOENIX	PHOENIX PALM	36" / 24" BOX	
SHRUBS				
⊙	LIQUSTRUM	TEXAS PRIVOT	15 GAL	636
GROUND COVER				
		3/8" RAINBOW ROCK		

PELICAN DEVELOPMENT CORP.
PROJECT DEVELOPER
4130 S. SANDHILL, SUITE A-18
LAS VEGAS, NV 89121
PH. (702) 587-2888
FAX. (702) 587-0300

LSUE CONSULTING ENGINEERS, INC.
PROJECT NO. 2013.78
SHEET NO. LS1
DATE 06/28/05
SCALE 1" = 40'

LANDSCAPE PLAN
EASTERN CANYON PLAZA
COMMERCIAL DEVELOPMENT

SHEET NO. 06/28/05
DESIGNED BY: K.E.
CHECKED BY: K.E.
PROJECT NO. 2013.78
FILE NAME: LS-201-28.DWG

SCALE
HORIZONTAL: 1" = 40'
VERTICAL: N/A
SHEET
LS1
1 OF 1 SHEETS
PROJECT NO.

Eastern & Ford Existing Landscape Exhibit



GCGARCIA
A Planning & Development Services Corporation
June 2022

