



# Nevada Connections Academy

## 2022 CHARTER RENEWAL APPLICATION

### Submitted to Nevada State Public Charter School Authority

Submission Date: October 15, 2022

Submitted By: Chris McBride, Superintendent

Phone: 541-203-0602

Email: [cmcbride@nca.connectionsacademy.org](mailto:cmcbride@nca.connectionsacademy.org)



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## 1. Executive Summary

### Mission Statement for the Next Charter Term

Nevada Connections Academy (NCA) is the top-rated 9-12 virtual school in Nevada currently providing 1,102 students with an innovative and highly sought-after virtual curriculum in partnership with Connections Education LLC dba Pearson Virtual Schools USA (Pearson),<sup>1</sup> and hereby seeks renewal of its charter for grades 9-12. NCA's mission has been to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program with a focus on increasing graduation and promotion rates; math proficiency and a schoolwide focus on social and emotional learning to improve support for our student population. For this next chart term NCA is adjusting the mission statement to "NCA will produce college/career ready graduates equipped with the social and emotional skills necessary to contribute positively to society."

Since its inception in 2007, NCA has been helping students ignite their passions and find a path to success. NCA has fulfilled a need in the Nevada community by serving a diverse population of Nevada families and students for whom a full-time distance education program provides the best educational fit for their unique needs. NCA is dedicated to providing a high-quality, full-time virtual option to children of all backgrounds. NCA provides an asynchronous model that uses synchronous support. In synchronous learning, students and teachers work together at the same time in the same virtual place (e.g., LiveLesson® rooms). Typical synchronous instruction involves teacher-facilitated lessons, group projects, and class discussions. In asynchronous learning, students work at their own pace and place, completing coursework within defined time limits. Some students thrive with one-on-one attention while others crave the space to work through problems independently at their own pace. Offering a combination of the two learning approaches allows NCA to create a more personalized learning experience that supports different learning styles.

A notable indicator of NCA's success is its consistent and significant improvement of its high school graduation rate, having increased 10.4% in one school year, jumping from 69.9% in 2018-2019 to 80.3% in 2019-2020 and increasing another 5.8% to a record number of 86.1% in 2020-2021.<sup>2</sup> In accordance with NAC 388A.415(10) academic performance of pupils as measured by the SPCSA's Academic Performance Framework and the Nevada School Performance Framework (NSPF) will be given the greatest weight in the renewal decision. Since the state has not released Star Ratings since the 2018-2019 school year, the continual improvement in NCA's graduation rate provides evidence of progress since the most recent ratings. Additionally, despite the lack of official star ratings, NCA did earn 70 points on the NSPF for the 2021-2022 school year and would have earned NCA 4-stars.<sup>3</sup>

NCA meets the needs of families across the state who choose the school for a wide variety of reasons. Those who thrive using NCA's individualized learning model include students who work at a different pace than their peers, students who were bullied at a previous school, students or parents with medical issues requiring prolonged hospital care or frequent doctor's visits, students with mental health concerns, students with accommodations that make it difficult to succeed in a traditional classroom, and families simply looking for a different option other than their zoned public school.

Given these distinguishing reasons families choose NCA, the population of students that NCA serves is highly mobile. For example, many students enroll with NCA for a short period of time to address a short-term issue or

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<sup>1</sup> Pearson is a leading national course provider approved by the Nevada Department of Education. Connections Education LLC is the approved course provider's legal name.

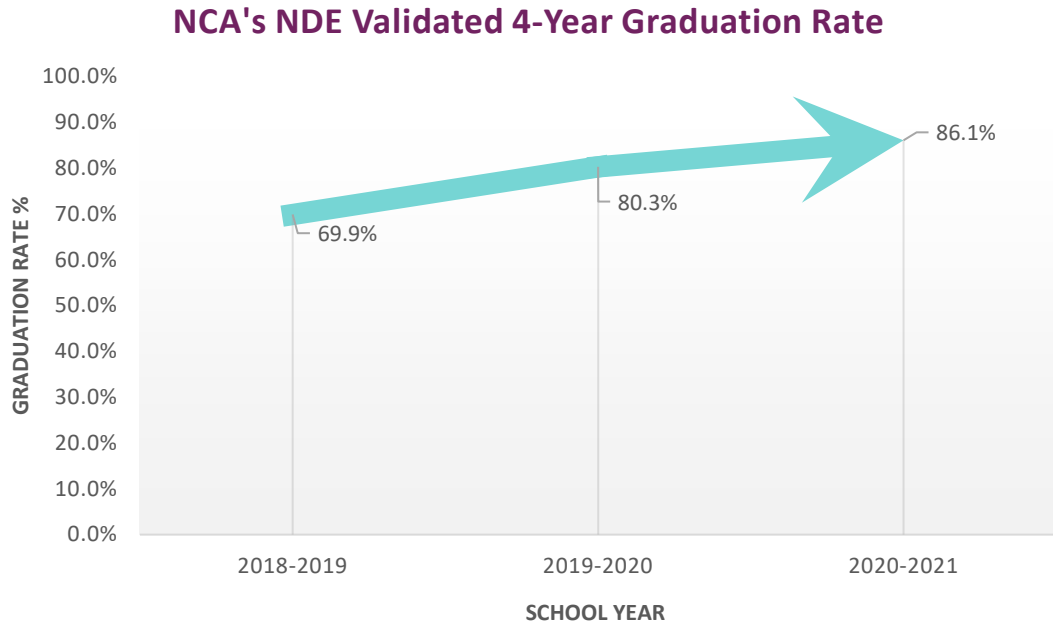
<sup>2</sup> Source: Four Year Cohort Graduation Rate Report, <http://nevadareportcard.nv.gov>; See also Figure 1.

<sup>3</sup> Source:

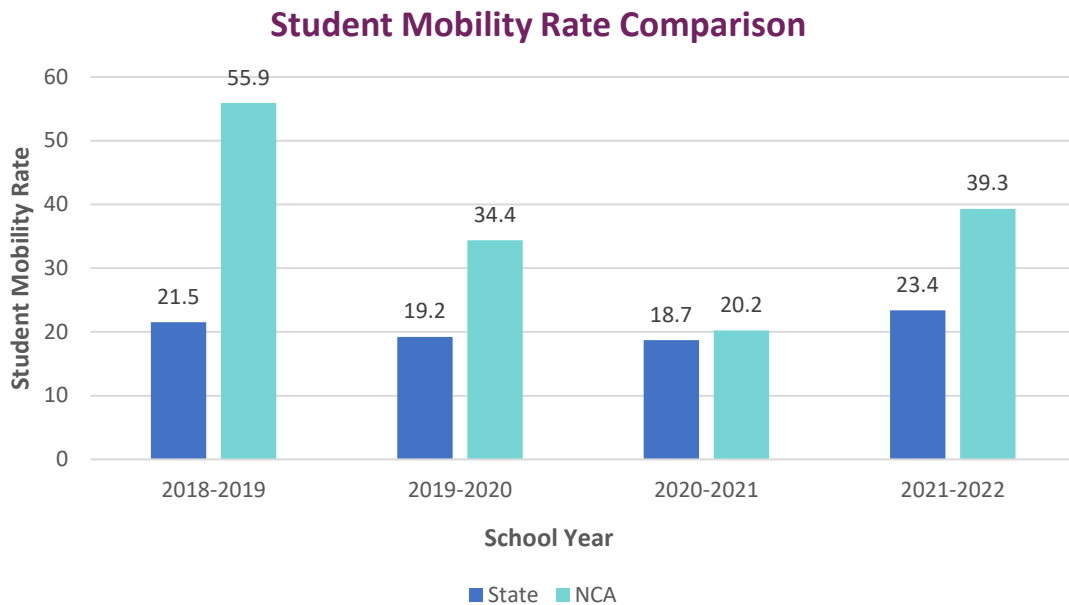
[http://nevadareportcard.nv.gov/DI/nv/state\\_public\\_charter\\_school\\_authority/nevada\\_connections\\_academy/2022/nspf/](http://nevadareportcard.nv.gov/DI/nv/state_public_charter_school_authority/nevada_connections_academy/2022/nspf/)

challenge (academically, socially, or personally) and return to their previous school once they have navigated the issue; other students find NCA the perfect fit and remain enrolled. NCA’s student mobility rate is consistently higher than the state average: 34.4% v. 19.2% in school year 2019-2020, 20.2% v. 18.7% in school year 2020-2021, and 39.3% v. 23.4% in school year 2021-2022.<sup>4</sup>

**Figure 1. NCA's Four-Year Graduation Rate Demonstrating Positive Growth**



**Figure 2. NCA and State Student Mobility Rate Comparison**



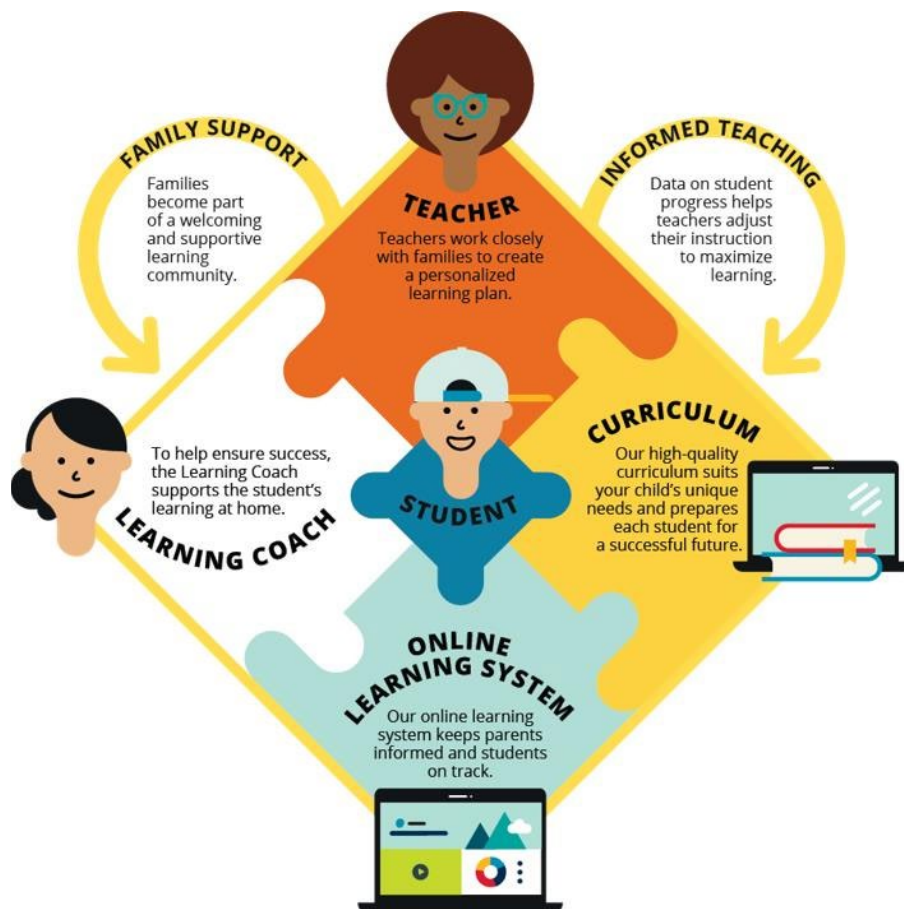
<sup>4</sup> Source: Transiency/Student Mobility Report, <http://nevadareportcard.nv.gov>; See also Figure 2.

NCA was formed by parents who have utilized the Pearson school model and by education experts who are familiar with the high-quality reputation and services Pearson offers as a virtual school provider. Offering far more than just virtual courses, NCA provides a full-time school experience with a virtual learning community that connects students, teachers, and families through unique technology tools as well as face-to-face interaction. For example, NCA students participate in electives, in-person community activities, and group field trips as part of a comprehensive learning experience. NCA is uniquely equipped to offer its students academic, behavioral, emotional, and college and career support, such as career fairs several times a year; science experiments to explore the curriculum with a hands-on approach; and career-centered field trips. The recent Nevada School Climate/Social Emotional Learning (NV-SCSEL) Survey<sup>5</sup> revealed positive results for NCA, which scored most favorable or favorable across all topic areas – just one indicator of the efficacy of NCA’s well-rounded approach to learning (see [Section 6](#) for details).

### Key Design Elements of NCA

An individualized and supported educational program facilitates the development of self-direction and personal responsibility among its students. NCA strives to develop students who are self-motivated, competent, lifelong learners. To achieve these goals, NCA implements the Pearson instructional model as a key design element. The Pearson instructional model focuses on student-centered learning and incorporates key facets, including multiple sources of guidance and support, and teaching methods to foster student motivation.

Figure 3. Pearson’s Student-Centered Instructional Model



<sup>5</sup> Source: <https://reports.nevadaschoolclimate.org/>

**Multiple Sources of Guidance and Support:** The instructional model relies on the support of certified teachers, supportive Learning Coaches, and a high quality, standards-aligned curriculum. Each student has a staff of experts, including Nevada-certified teachers, working together to leverage the school's myriad of resources — technological, instructional, and interpersonal — for success. Learning Coaches are also encouraged to, and typically function as, an integral part of the student's learning team.

Certified Teachers – Students benefit from committed educators and involved parents who provide total support. Each student has certified Nevada teachers specially trained in teaching in an online environment, the Pearson curriculum, and specific instructional methods.

Students are taught by a certified teacher with expertise in a particular grade level or content area. Teachers work closely with each student on a one-on-one basis using innovative technology tools. The teacher is responsible for teaching, evaluating assignments and work products, providing instructional assistance, assigning and scoring assessment activities, and providing feedback on the student's performance.

Based on a student's demonstrated mastery of the material, teachers add, expand, or replace assignments; they also grade students in each subject, and make promotion or retention decisions. Depending on the needs of the learner, teacher direct contact — via telephone, LiveLesson session, and email — with the student and Learning Coach may be as frequent as several times a day, and at minimum twice per week. Teachers view the students' attendance, participation, and performance on a daily basis via the EMS teacher's dashboard on their home page. Teachers do not wait to be contacted; they are proactive participants in their students' learning plans. Teachers in virtual schools often comment that they understand their students better in the virtual environment than in a traditional classroom since they work with students one-on-one.

Counselors – High school students are assigned a counselor who provides an extra layer of monitoring for the whole student. High school counselors focus on preparing students for college and career readiness. Counselors assist with course scheduling, understanding graduation requirements, college and scholarship searches, and even navigating social and emotional needs.

Advisory Teachers – Students in grades 9-12 are assigned advisory teachers upon enrollment. These certified teachers work closely with the students and the Learning Coaches to acclimate them to the online learning experience. Students benefit from an additional layer of personalized support in their Advisory Teacher, who has a holistic view of student performance and liaises with subject area teachers. They keep an eye on the students' grades, attendance, and engagement in course work. If a student is struggling in a course, the advisory teacher works with the subject-specific teacher to make sure the student gets the help they need.

Supportive Learning Coaches – Each student has a Learning Coach (a parent, extended family member, or trusted adult designated by the parent/guardian) who is encouraged to work in person with the student. Typically, a Learning Coach helps keep students motivated and on track and regularly communicates with the students' Nevada-certified teachers. At the high school level, the Learning Coach is less involved with daily instruction but is encouraged to continue serving as an important supervisory role for the student.

A High Quality, Standards-Aligned Curriculum – The Pearson's research-based core language arts and math curriculum is aligned to the Nevada Academic Content Standards. The developmentally appropriate curriculum increases its integration of technology as students advance through the grades.

**Student Motivation:** Teachers are trained to apply the following three engagement strategies to their instruction to create a motivational online learning environment: make instruction fun and engaging, provide a safe way to respond, and help students succeed.

The school employs a multi-tiered instruction model so that every student has access to the resources they need to be successful: Tier I Core Curriculum with Differentiation, Tier II Supplemental Instructional Supports (two to three times per week), and Tier III Supplemental Instructional Supports (four to five times per week). Student

Support and IEP teams meet regularly to develop an intervention plan and strategies for improvement for students who are struggling.

### **Proposed Changes for the Next Charter Term and Rationale**

NCA continues to build a robust program to support students in College and Career Readiness. All NCA students are required to participate in a College and Career Readiness track to ensure that as many students as possible graduate college and/or are career ready. NCA's College and Career Readiness Program offers three program pathways for a diverse student body, which include an AP/Honors pathway, Career and Technical Education (CTE) pathway, and a Dual Enrollment pathway. For the 2021-2022 school year, 85.5% of graduating seniors were classified as a Post-Secondary Preparation Participants and 62.2% as Post-Secondary Preparation Completers, as defined by the Nevada School Performance Framework (NSPF). It should be noted that these rates earned NCA the maximum points possible in these areas on the NSPF for the 2021-2022 school year.

NCA's Career and Technical Education (CTE) program includes four options: Marketing, Business, Community Health Science, and Hospitality & Tourism. Each pathway is taught by a teacher who is a content expert. Students are provided with opportunities to explore careers in their selected pathway, attend LiveLesson sessions with guest speakers from the field, and in the near future, can attend field trips specific to their area of interest. About 80% of NCA students are enrolled in one of the CTE pathways offered.

NCA's Dual Enrollment program allows students to take college courses through a Nevada Community College partner. In the 2021-2022 school year NCA students earned a total of 240 dual enrollment credits. Previously, NCA partnered with Truckee Meadows Community College (TMCC). NCA chose to end their partnership with TMCC and establish a new partnership with the College of Southern Nevada starting in the Fall of 2022.

NCA's Advanced Placement (AP) program offers a variety of AP courses for students who are interested in preparing for college by getting a head start on college requirements. Sixty-three AP exams were administered to students in the 2021-2022 school year. NCA students participating in AP courses continues to grow and the number of students completing AP exams in the Spring of 2023 is anticipated to increase.

Finally, NCA continues to place additional focus on student engagement. As a result, NCA has begun a variety of initiatives, including school-wide LiveLesson sessions to give students the opportunity to connect with teachers more often, a school-wide Community Board that encourages students to share information about themselves, their family, and their culture, the creation of an interactive School Events Calendar to inform families of upcoming events (both virtual and in-person), and the continuation of student-created and student-led clubs. NCA also continues to provide students the opportunities to attend and participate in in-person events.



## 2. Renewal Application

### A. Application Form

#### 2022 WRITTEN APPLICATION FOR RENEWAL OF CHARTER

<b>School Name &amp; Contact Info</b>	Name: Nevada Connections Academy Address: 555 Double Eagle Court, Suite 2000, Reno, NV 89521 Phone: 775-826-4200 Website: <a href="https://www.connectionsacademy.com/nevada-virtual-school/">https://www.connectionsacademy.com/nevada-virtual-school/</a>	
<b>School Leader Name &amp; Contact Info</b>	Name: Chris McBride Title: Superintendent Contact info: <a href="mailto:cmcbride@nca.connectionsacademy.org">cmcbride@nca.connectionsacademy.org</a>	
<b>Governing Board Names &amp; Contact Info</b>  <i>Add rows/names as may be necessary</i>	Chair/President	Name: Dr. Scott Harrington Email: <a href="mailto:sharring@me.com">sharring@me.com</a> Phone: (775) 560-0135
	Treasurer	Name: Tom Prutzman Email: <a href="mailto:tom@prutzmanwm.com">tom@prutzmanwm.com</a>
	Member	Name: Jamie Castle Email: <a href="mailto:yosephah@gmail.com">yosephah@gmail.com</a>
	Member	Name: Christine Williams Email: <a href="mailto:chrissy2665@gmail.com">chrissy2665@gmail.com</a>
	Member	Name: Kimberly Stephens Email: <a href="mailto:kcastephens1@aol.com">kcastephens1@aol.com</a>

### ACADEMIC PERFORMANCE<sup>6</sup>

<b>2019 NSPF Rating</b> <i>Complete campus boxes as may be applicable</i>	Campus 1 (Elementary School)	Campus 2 (Middle School)	Campus 3 (High School)		
	1 star	2 stars	1 star		
	Campus 4 (name)	Campus 5 (name)	Campus 6 (name)		
	N/A	N/A	N/A		
<b>2018 NSPF Rating</b> <i>Complete campus boxes as may be applicable</i>	Campus 1 (Elementary School)	Campus 2 (Middle School)	Campus 3 (High School)		
	1 star	1 star	1 star		
	Campus 4 (name)	Campus 5 (name)	Campus 6 (name)		
	N/A	N/A	N/A		
<b>2017 NSPF Rating</b>	Elementary School Rating	Middle School Rating	High School Rating		
	1 star	3 stars	N/A		
<b>CSI or TSI Identification</b>	Please list any years in which your school was identified as a CSI (Comprehensive Support and Improvement) or TSI (Targeted Support and Improvement) school by NDE.				
	2016-17	2017-18	2018-19	2019-20	2020-21
<b>NDE-Validated Four-Year Graduation Rate</b>	45%	63.8%	69.9%	80.3%	86.2%

<sup>6</sup> For schools applying for a third charter term or beyond, NAC 388A.415 provides that the State Public Charter School Authority will give the academic performance of pupils a greater weight than that assigned to it on the first renewal. SPCSA staff will include academic performance data for any previous charter term for the Authority's consideration.

## OPERATIONAL OVERVIEW

CURRENT YEAR ENROLLMENT & DEMOGRAPHIC DETAILS							
Total Student Enrollment [as of first day of school 2022] = 648							
Gender*		Ethnicity / Race					
Female	Male	White	Black	Hispanic/Latino	Asian	Mixed Race	Other
352	295	297	74	175	18	73	11
Special Populations				Students on Waitlist			
Students w/ disabilities (number)	ELLs (number)	Homeless Students (number)	Free/Reduced Lunch Eligibility (number)	Number of Students on Waitlist		Percentage of Waitlist Students w/ Preference Status	
108	11	0	175	0		0	
Staff Retention				Discipline Data (2021 - 22)			
Number of Instructional Staff	Total Number of Staff	Percentage returning staff 2021-22	Percentage returning staff 2022-23	Number of out of school suspensions		Number of expulsions	
43	56	90.9%	92.9%	0		0	
Year-to-Year Mobility [Student Retention from Oct. 1 to Oct. 1] <sup>7</sup>							
2017 - 2018		2018 - 2019		2019 - 2020		2020 - 2021	2021 - 2022
1,543 students from 2017 returned in 2018 out of 2774 eligible students**= 55.6%		1,674 students from 2018 returned in 2019 out of 2,910 eligible students**= 57.5%		1,089 students from 2019 returned in 2020 out of 1,634 eligible students**= 66.6%		834 students from 2020 returned in 2021 out of 1,104 eligible students**= 75.5%	391 students from 2021 returned in 2022 out of 849 eligible students**= 46.1%

\*One student identifies as Other.

\*\*Students eligible to return excludes 12th graders because they would be graduating.

## ACADEMIC PERFORMANCE

SPCSA Authority Academic Programmatic Audit Findings	
2019-20	Notice of Breach
2018-19	No Notice*
2017-18	No Notice*
2016-17	No Notice*
2015-16	No Notice*

\*Notices pertaining solely to NCA's Elementary School and Middle School, which closed following the 2019-20 school year, are not included in the chart above.

## FINANCIAL PERFORMANCE

SPCSA Authority Financial Programmatic Audit Findings	
2019-20	No Notice
2018-19	No Notice
2017-18	No Notice
2016-17	No Notice
2015-16	No Notice

## ORGANIZATIONAL PERFORMANCE

SPCSA Authority Organizational Programmatic Audit Findings	
2019-20	No Notice
2018-19	No Notice
2017-18	No Notice
2016-17	No Notice
2015-16	No Notice

<sup>7</sup> To calculate student retention, subtract the number of students from year 2 not returning from year 1, and divide this result by the total number of students in year 1. For example, if there were 5 students in year 1, and 1 student did not return in year 2, the retention calculation would be: (5-1)/5, or 80%.

## NEXT CHARTER TERM

Current Enrollment Cap & Grade Spans for next charter term						
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Planned Enrollment Caps	*850 total for grades 9-10	*850 total for grades 9-10	*850 total for grades 9-10	*850 total for grades 9-10	*850 total for grades 9-10	*850 total for grades 9-10
Planned Grade Spans	9-12	9-12	9-12	9-12	9-12	9-12

\* NCA may serve up to 850 students in grades 9 and 10 combined and may serve students in grades 11 and 12 who matriculate through the school but may not enroll any new students into the 11th or 12th grade.

*Note: the enrollment cap and grade span information provided above should match current levels approved by the Authority, including previously approved amendments (such as expansions/new campuses) that have yet to take effect. These totals were provided in the school in the Performance Summary report submitted to the school by SPCSA staff on or before June 30.*

*Should the school propose a change in the enrollment cap or grade configuration during the upcoming charter term, please outline this change and provide a short rationale and additional information for the proposed change. Note that a change to the enrollment cap or grade configuration requires separate Authority approval.*

## BOARD MEMBER ASSURANCE STATEMENT

*I certify that the governing body of this charter school has voted that the school and its staff will adhere to the renewal process expectations outlined in the Renewal Guidelines. The information provided in this charter renewal application is true and correct. I also certify that the governing body of this charter school understands that any academic, financial, or organizational performance data collected during the period of the current charter term which is analyzed and reported following a renewal vote may be considered by the Authority in making performance and accountability decisions in the subsequent charter term.*

Signature of Head of School: Chris McBride  
 Date: 10/13/2022

Signature of President/Chair of Governing Body: Dr. Scott Harrington (Oct 13, 2022 12:08 PDT)  
 Date Governing Body voted to approve application for renewal: 09/27/2022

## B. Written Narrative

### Enrollment

NCA is open to all eligible students and does not discriminate in its admission policies or practices. NCA's student population is representative of the diverse population of the state of Nevada; the school actively works to maintain a racial and ethnic balance in the school, but in such a manner to ensure nondiscriminatory preference or practices.

Through community outreach and full disclosure about the school's program, NCA attracts those students and families who are most committed to student success in a distance education setting. As part of that process, NCA provides parents with a clear and accurate picture of the virtual learning experience so they can make the most appropriate choices for their students. This is accomplished through personal telephone conversations, emailed communications, parent-led virtual sessions, and virtual information sessions. NCA strongly encourages families to review the school website, talk to enrollment team members, and attend a webinar prior to enrollment to learn the benefits and importance of understanding how the school operates and what to expect.

### Retention

NCA understands that parent satisfaction and retention rates are strongly tied to how prepared the family feels for the first day of school. As such, NCA leverages significant resources to create a comprehensive onboarding program that facilitates the transition to distance education and prepares the family for success at the school.

The onboarding process begins when a family first expresses interest in the school, continues through the first few months of being enrolled, and is supplemented by ongoing support throughout the school year. The goal is to ensure everyone in the family understands their role in a virtual school environment, they set up appropriate routines, and are aware of resources available to assist them further. The onboarding program is a combination of proactive communications (welcome phone call from teachers, email series, welcome kit) as well as resources that can be accessed any time (orientation courses, in-person and virtual orientation sessions, dedicated website). NCA ensures that every student who enrolls, along with his or her parent or legal guardian, is provided with a parent-student orientation.

It is important to note that NCA's transiency rate is higher than that of the state.<sup>8</sup> The Nevada Legislature recognized the high mobility of students in virtual schools and created a virtual framework to measure school and student success. Extensive research exists on the adverse effects of students moving from one school to another, with negative effects sometimes lasting for multiple years.<sup>9</sup> NCA is continuing to grapple with the effects this has on its ratings under the NSPF, particularly the overall academic proficiency and growth measures of achievement.

In order to encourage students to stay with NCA, and to retain those students who indicate their intention to do so, the school will:

- **Continue to build relationships with students and families.** The more connected students feel to the school, the more likely they are to stay. The goal of staff will be to continue to engage families.
- **Onboard students.** If students start the school year off successfully (with a welcome call and completed orientations), they are more likely to be successful and stay for the school year.

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<sup>8</sup> Source: Transiency/Student Mobility Report, <http://nevadareportcard.nv.gov>; See also Figure 2.

<sup>9</sup> Source: See, e.g., Moving Matters: The Causal Effect of Moving Schools on Student Performance, <https://files.eric.ed.gov/fulltext/ED556782.pdf>

- Teach families about the expectations of virtual learning before students enroll. The more knowledge families have during the enrollment process, the better decisions families can make.
- Implement reteach and relearn policies so students are able to show mastery of the material and not be penalized by an early bad grade. Students who are successful will be more likely to stay in the school.

NCA teachers are trained to apply three engagement strategies to their instruction to create a motivational online learning environment: 1) making instruction fun and engaging, 2) providing a safe way to respond, and 3) helping students succeed.

### Attendance

Regular attendance is imperative to maximize student learning. Because NCA provides distance education, students have a great deal of flexibility with their schedules. For example, NCA offers flexibility regarding how many hours each day students spend on schoolwork and which days of the week they complete that work. Due to this flexibility, NCA has zero tolerance for truancy and its attendance rate has been over 95% since the 2018 – 2019 school year.<sup>10</sup> Parents/guardians are held legally responsible for ensuring that their students are fully participating in school, even if another individual is designated as the student’s Learning Coach.

In order to avoid truancy, the parent/guardian must ensure the following activities are taking place:

- The Learning Coach enters attendance hours each day of school;
- The student completes all assigned lessons and assessments;
- The student participates in educational activities for an appropriate number of hours, as outlined in the school handbook;
- The student is available for regularly scheduled telephone calls with teachers;
- The student attends all assigned LiveLesson sessions;
- The student is able to demonstrate that he/she is doing his/her own schoolwork;
- The student attends mandatory state testing; and
- The Learning Coach has communicated with the homeroom teacher in advance if the student needs to deviate from the regular school calendar (for example, switching a vacation and school day).

If a student’s teachers become aware that the student is not fully participating in school as required by state law and school policy, the student may be marked with an unexcused absence at the teacher’s discretion. In addition, the Attendance Coordinator may override the number of attendance hours previously entered by a Learning Coach by entering the code for an unexcused absence (U) if the student’s teachers believe the student has not participated as required.

Missing a day of school will be defined as missing a day’s worth of hours in one week.

In turn, the school ensures the following actions are completed:

- Review Attendance Records – Teachers monitor and review attendance records on a weekly basis. They remind Learning Coaches to enter hours of schooling for all days of the week.
- Monitor Attendance Issues – The school’s Attendance Coordinator monitors student attendance. They contact families with low attendance rates and work to help them stay in compliance. Attendance Coordinators also identify and record excused absences and can alter Learning Coaches’ attendance records with proper documentation, if necessary.

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<sup>10</sup> Source: Average Daily Attendance Report, <http://nevadareportcard.nv.gov>

- Maintaining the Integrity of the Attendance Data – After the weekly records are reviewed by the teacher, NCA locks the system to prohibit further editing. Any requests for adjustments to the previously verified records must be submitted in writing to the school for review, approval, and adjustment.
- Official Attendance Record – The attendance system in the EMS is the record of Learning Coach–documented attendance. It is, however, only one of many sources used to determine if a student is meeting the required minimum instructional hours. In certain cases, where it has been determined that a student has not completed enough work or that certain other program requirements have not been fulfilled, the Attendance Coordinator may invalidate the Learning Coach record resulting in sanctions up to and including withdrawal.

Students must meet all regulatory requirements for attending public school in the state of Nevada.

## Discipline

All students enrolled in NCA are expected to conduct themselves in accordance with the rules for the school, and parents and Learning Coaches are expected to cooperate with the school staff in helping students to maintain this conduct. For school years 2019-20 and 2020-21, NCA had zero students receive a suspension or expulsion and zero incidents of bullying or cyber bullying reported.<sup>11</sup>

The school has a detailed student handbook that includes a Code of Conduct with clear and fair set of roles and responsibilities for students, Learning Coaches, and school staff that complies with the students' due process rights guaranteed by the 14<sup>th</sup> Amendment to the Constitution and aligns with the school's mission. Parents/guardians are provided with access to the handbook at the beginning of the enrollment process.

### Restorative Disciplinary Practices

In accordance with Nevada state law, NCA utilizes restorative disciplinary practices rather than removing students from the classroom. Restorative disciplinary practices are intended to repair harm done as a result of breaking a rule.

Restorative disciplinary practices include, but are not limited to:

- Holding students accountable for their behavior;
- Restoration directly related to the behavior of the student;
- Relief for any victim of the student's behavior; and
- Changing the behavior of the student.

NCA will establish a Restorative Discipline Plan which will include the input of the NCA Superintendent or Principal, School Administration, staff, and the parent(s) of enrolled students. More information regarding the Restorative Discipline Plan can be found in [Academic Improvements Undertaken or Planned](#) in Section 3 and NCA's Restorative Discipline Plan in [Appendix A](#). This plan is subject to change pursuant to collaboration and feedback from stakeholders.

### Discipline Measures

There are three levels of disciplinary measures currently utilized by the school: 1) Warning, 2) Suspension, and 3) Expulsion. Each level has associated conduct breach definitions and corresponding disciplinary actions that may occur. NCA's suspension and expulsion policies are distributed in the school handbook. NCA's discipline, suspension, and expulsion policies are in accordance with student's rights and with applicable law. Since

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<sup>11</sup> Source: Discipline Report, <http://nevadareportcard.nv.gov>

students learn by example, NCA administrators, faculty, staff, and volunteers strive to demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying or harassment, which is strictly prohibited.

Warning – Students that receive warnings from the school have a conference (via phone or in person) with their parent(s) and the school administrator(s), and the incident is formally documented in writing and becomes part of the student’s permanent record. The student does not have a disruption in schooling and will continue to have access to the EMS. Warnings are issued when a student demonstrates a breach of expected conduct, but not as serious as those warranting suspension and/or expulsion. When warnings are issued, all measures of the Restorative Discipline Plan, as outlined in [Appendix A](#), will be utilized.

Before suspension or expulsion is imposed, NCA must provide the student and/or parent(s) notification of the student’s conduct breach, an explanation of any evidence, and given the opportunity for a hearing.

Suspension – When a student is suspended, he or she is temporarily removed from the EMS or a school-sponsored program or activity. The length of a suspension is determined by the School Leader (up to 10 days at a time). A suspension is documented in writing and becomes part of a student’s permanent record. During a period of suspension as defined by the School Leader, a student’s permission to log on to and/or use parts of the EMS is restricted. Student access to email, the message boards, virtual clubs/activities, and/or all of the EMS may be revoked. In such cases where the student’s access is completely revoked, the Learning Coach is responsible for logging on to the EMS and obtaining the student’s assignments, responding to email, and recording assessment responses for the student. The student should continue with his or her schoolwork during a suspension.

NCA will develop a Restorative Discipline Plan in consultation with the student and their parent(s) after the first suspension.

Expulsion – In accordance with Nevada state law, NCA utilizes restorative disciplinary practices rather than removing students from the classroom. Restorative disciplinary practices are intended to repair harm done as a result of breaking a rule. Restorative disciplinary practices include, but are not limited, holding students accountable for their behavior, restoration directly related to the behavior of the student, relief for any victim of the student’s behavior, and changing the behavior of the student.

NCA will establish a Restorative Discipline Plan which will include the input of the NCA Superintendent or Principal, School Administration, staff, and the parent(s) of enrolled students.

### Faculty/Staff Retention

NCA prioritizes staff retention and currently has a staff member serving on the Advocates of Culture and Engagement Committee spearheaded by Pearson whose primary focus is staff satisfaction. Using best practices, NCA leadership focuses on fostering a positive culture and working environment.

The principles of equal employment opportunity are vital to the school’s success and extend to all aspects of employment, including recruiting, hiring, assigning, training, compensating, promoting, transferring, and terminating staff as well as providing competitive benefits, educational assistance, and social/recreational programs to retain its teaching staff. NCA is committed to creating and fostering a work environment free from unlawful discrimination and harassment and one in which decisions and terms of employment are not based in any way on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local human rights commission, disability, sexual orientation, age or genetic information, or other category protected by federal and/or Nevada law.

NCA’s faculty and staff retention rate was above 90% for the 2021-2022 and 2022-2023 school years at 90.9%

and 92.9% respectively.<sup>12</sup>

The quality of teachers is very important to the NCA Board. Professional development is provided to NCA's teachers to equip them with the necessary skills and pedagogy to teach virtually and maximize their skill set. The professional development of teachers in a virtual environment is essential. Teachers never stop learning, so they can continue to excel at teaching. High-quality, Nevada-certified teachers paired with superior professional development opportunities creates a school where teachers stay, and students thrive.

## Demographics

NCA's demographics do not yet match state averages. As a public school of choice, we can encourage, but not force, students to enroll. There are some challenges, such as the necessity of a Learning Coach and travel for state testing that may lead families to choose a different educational option. NCA also has significant enrollment limitations that affect our recruitment efforts and the gaps in student demographics between NCA, the state, and SPCSA. NCA may serve up to 850 students in grades 9 and 10 combined and may serve students in grades 11 and 12 who matriculate through the school but may not enroll any new students into the 11th or 12th grade. In the most recent Academic Performance Framework in the 2020-2021 school year, NCA did receive a 'meets standard' rating from the SPCSA for the Enrollment Diversity Indicator.<sup>13</sup>

In the 2020-2021 school year, approximately 51.4% of NCA students are non-white compared to 70% of students statewide and 65.3% of SPCSA students; 46.8% of NCA students qualify for free or reduced-price meals compared to 73.2% of students statewide and 39.5% of SPCSA students; 9.8% of NCA students have an IEP compared to 12.6% of students statewide and 9.6% of SPCSA students.<sup>14</sup>

We strive to be an option for all types of students since a subset of students, regardless of background, may learn best in an online model. To make our school more accessible we provide a laptop and internet subsidy to families in need, send our staff to testing sites across the state so no student has to travel more than 50 miles for state testing, and provide remote and, if required, in-person Special Education services.

NCA provides diversity, equity and inclusion training for faculty and staff to build a supportive and inclusive school culture. Faculty and staff are also required to complete trainings in Online Safety, Student Safety, Youth Suicide Awareness, Prevention & Postvention, and Students Experiencing Homelessness.

## Other Relevant Information

NCA continues to build a robust program to support students in College and Career Readiness (CCR) and offers three program pathways for a diverse student body, which include an AP/Honors pathway, Career and Technical Education (CTE) pathway, and a Dual Enrollment pathway. For the 2021-2022 school year, 85.5% of graduating seniors were classified as a Post-Secondary Preparation Participants and 62.2% as Post-Secondary Preparation Completers, as defined by the Nevada School Performance Framework (NSPF). It should be noted that these rates earned NCA the maximum points possible in these areas on the NSPF for the 2021-2022 school year.

The NCA Board, teachers, and staff are all committed to improving our rankings. The school's graduation rate improved over 16% from the graduating class of 2018-2019 to 2020-2021, from 69.9% to 86.1%.<sup>15</sup> This was an outstanding climb, and NCA's graduation rate exceeded the state's 81.3% graduation rate in 2020-2021.<sup>16</sup>

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<sup>12</sup> Source: Nevada Connections Academy

<sup>13</sup> Source: [https://charterschools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Performance\\_Reports/2020-21\\_SPCSA\\_AcademicPerformanceFramework\\_NVConnectionsHS.pdf](https://charterschools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Performance_Reports/2020-21_SPCSA_AcademicPerformanceFramework_NVConnectionsHS.pdf)

<sup>14</sup> Source: Demographic Profile Report, <http://nevadareportcard.nv.gov>

<sup>15</sup> Source: Four Year Cohort Graduation Rate Report, <http://nevadareportcard.nv.gov>

<sup>16</sup> Source: Four Year Cohort Graduation Rate Report, <http://nevadareportcard.nv.gov>



### C. Required Supporting Documents

#### Proposed Calendar for the First Year of the New Charter Term

##### DRAFT NCA School Calendar

Note: The School Status Legend below the calendar reflects the possible school statuses for each event. All events which show a status of School In Session indicates they are school days for students. All events which show any other status indicates they are NOT school days for students. Please refer to the legend to determine whether teachers and/or administrator staff are available for each event according to its status.

Event	School Status	Date
<i>First Day of School (Students)</i>	School and Office Open	July 31, 2023
<b>Labor Day</b>	School and Office Closed	September 4, 2023
<b>Nevada Day</b>	School Closed/Office Open	October 27, 2023
<b>Veterans' Day</b>	School Closed/Office Open	November 10, 2023
<b>Thanksgiving Break</b>	School and Office Closed	November 20-24, 2023
<i>First Semester End Date</i>	NA	December 15, 2023
<b>Winter Break</b>	School Closed/Office Open	December 18-21, 2023
	School and Office Closed	December 22, 2023-January 1, 2024
<i>Staff Work Day</i>	Staff Work Day	January 2, 2024
<i>Second Semester Start Date</i>	School and Office Open	January 3, 2024
<b>Martin Luther King, Jr. Day</b>	School and Office Closed	January 15, 2024
<b>Presidents' Day</b>	School Closed/Office Open	February 19, 2024
<b>Spring Break</b>	School Closed/Office Open	April 1-5, 2024
	School and Office Closed	April 8, 2024
<i>Last Day of School (Students)</i>	School and Office Open	May 15, 2024
<b>School Closed - Additional Administrator/12 Month Employee Days:</b> November 20-22,2023; December 22, 2023; April 8, 2024		
<b>School Status Legend:</b>		
School Closed/Office Open = Students and Teachers are not in school but Admin are on duty		
School and Office Closed = No one is in school		
School and Office Open = Everyone is in school		
Staff Work Day = Students are not in school but Admin and Teachers are on duty		

#### Daily Schedule for All Grade Levels

The time commitment required by students in NCA is comparable to that of a traditional school day. Based on a 180-day school year, 5.5 hours (330 minutes) of class time per day are required. These are the minimum hours/minutes required by the state and students are responsible for mastering all material, which may require additional time. The standard daily schedule is six classes.

The in-depth application of concepts that is often relegated to homework in a conventional school setting is an integral part of the learning day; the application of discrete skills, extended projects, and remedial and enrichment activities is part of the daily routine for students and their Learning Coaches. The program provides for and offers more than the legally mandated minimum instructional minutes.

The schedule below represents an example of a schedule for a high school student. Activities vary based upon student needs, coursework, and personal schedules. Learning is integrated within individual activities as well as

LiveLesson sessions and phone calls with teachers. The daily routine may include checking WebMail messages, looking at the To Do List in the EMS, reviewing the student’s Planner, attending scheduled synchronous sessions, and completing lessons and assessments.

*Sample Schedule for a High School Student*

**Figure 5. Sample Weekly Schedule for High School Student**

	Sun, 15	Mon, 16	Tue, 17	Wed, 18	Thu, 19	Fri, 20	Sat, 21
all day		English 9 A - The Scarlet Ibis: Hurst (3) 	Math Benchmark testing @ 12 pm in Ms. Smith's Live lesson room	English 9 A - The Scarlet Ibis: Hurst (3) 	Reading Benchmark testing @ 12 pm in Ms. Smith's Live lesson room	Ms. Smith's Office Hours @ 11 am	
		Honors Algebra 1 A - Multiplying and Dividing Real 	English 9 A - The Scarlet Ibis: Hurst (3) 	Honors Algebra 1 A - The Distributive Property 	English 9 A - My Brother's Keeper: Bennett (2) 	Ms. Mustell's 9am-10am Open Office Hours for English 9A	
		Honors Earth Science A - Star Composition Lab (2) 	Honors Algebra 1 A - Multiplying and Dividing Real 	Honors Earth Science A - Sun's Layers 	Honors Algebra 1 A - Foundations for Algebra Unit Review 	English 9 A - My Brother's Keeper: Bennett (2) 	
		Introductory Astronomy - Scientific Methods in 	Honors Earth Science A - Star Composition Lab (2) 	Introductory Astronomy - Scientific Methods in 	Honors Earth Science A - Sun's Magnetism 	Honors Algebra 1 A - Foundations for Algebra Unit Review 	
		Japanese I A - Suuji no kyu	Japanese I A - Suuji no ju	Japanese I A - Suuji no ju-ichi 	Japanese I A - Suuji no ju-ni	Honors Earth Science A - Solar Weather 	
		Psychology A - The Roots of Psychology (3) 	Psychology A - The Roots of Psychology (3) 		Psychology A - The Roots of Psychology (3) 	Introductory Astronomy - Motion, Energy, and Gravity 	
						Japanese I A - Suuji no ju-san 	

### 3. Academic Plans for the Proposed Charter Term

#### Academic Vision & Plans

For the next charter term, both administrators and teachers will focus on helping students master grade-level academic content as designed by the standards and closing achievement gaps between relevant student subgroups. The data available in the EMS will support this focus and provide a variety of data points to assess progress. Teachers and administrators will track many metrics, some of which are content-based (how successful is the student in class) and others that are formative assessment-based (what conclusions can a teacher draw from the analysis of a student's assessments or state test results). When considering all the data, the teacher will provide support via targeted LiveLesson sessions where more individualized instructional support can be given based on each student's performance and particular achievement gaps.

In addition, at both the section and individual student levels, the school will generate Student Performance Reports, displaying not only the essential skills and standards for a course, but also exactly where in the curriculum each is assessed. The Student Performance Reporting provides real-time student performance data on assessments. The reports identify the student score and the performance against each item. For some courses, objective level performance data is also provided. Teachers can utilize this data to determine which students need more help with a particular concept. They may then participate in individual or small group virtual tutoring with these students targeting specific skills.

This method accomplishes the following:

- enhances the multitiered instruction model;
- identifies essential skills and standards by subject/grade level;
- identifies how and where these essential skills and standards are assessed within the program;
- adheres to the Response to Intervention (RTI) model;
- provides access to and analysis of real-time data to determine mastery/proficiency;
- incorporates data-driven decisions throughout instruction;
- maximizes use of the instructional support programs, resources, and data;
- identifies the need for tiered interventions for non-mastered/proficient skills and standards; and
- identifies students' responses to the implemented interventions.

#### Key Design Elements

The centerpiece of instruction at the school will be the Personalized Performance Learning (PPL) process, which provides for individualized instruction tailored to the learning needs of each student. The PPL is an extensive process that will start at the beginning of the school year by the Nevada-credentialed teacher in consultation with the student and the student's Learning Coach (usually the parents/guardians). The PPL process builds from a combination of baseline assessments of both academic skills/knowledge and learning modalities, information gathered from the Learning Coach, and input directly from the student. Learning needs that go beyond the purely academic (such as study habits and interpersonal skills) are addressed in the process as well. The PPL process then guides the student's pathway through the Pearson curriculum aligned to the Nevada Academic Content Standards.

NCA will continue to deliver instruction primarily through distance education learning strategies providing students with choice over time, place, path and/or pace of their learning. NCA's instructional methods,

educational philosophy, and program will include unique elements from Pearson. Pearson will provide specific educational products and services, always with the oversight and approval of the NCA Board. The following descriptions of Pearson's unique systems and techniques explain how the needs of the NCA students and families will be met through our distance education program.

**Student Performance Reporting:** Reports provide real-time student performance data on assessments. The reports identify the student score and the performance against each item. For some courses, objective level performance data is also provided. Teachers can use this data to determine which students need more help with a particular concept. Teachers may then participate in individual or small group tutoring virtually with these students targeting specific skills.

**Collaboration Among Students:** Using technology-enabled LiveLesson sessions, teachers group students in break-out rooms to allow collaboration. Teachers then "visit" each room to observe student collaboration, redirect, etc. This audio/video web conferencing tool allows teachers the flexibility to group students, conduct small group instruction, utilize a whiteboard for illustration, and allows students to work together in a collaborative space. Additionally, for each section of students that a teacher teaches in a course, the teacher creates a section message board. On the section message board, teachers assign additional collaboration opportunities or have students work together in the virtual space to share information, post documents, and respond to one another. Students are graded on both the content of the projects and their participation in collaborative activities. Sessions are recorded for later viewing and review.

**Curriculum-Based Assessments:** Teachers conduct curriculum-based assessments (CBAs), via telephone conversation or through one-on-one LiveLesson sessions, as a quick and effective way to gather information on students' understanding of concepts. CBAs are used to validate a student's understanding of concepts against the collected formative data within the EMS and identify areas where they may need additional support or practice. CBAs also assist teachers in verifying that students are doing their own work, pinpoint strengths and weaknesses in student mastery of concepts, and verify that student learning is on track.

**Education Management System (EMS):** Pearson Online Classroom is the platform for organizing and supporting NCA's entire educational environment. This suite of web-based software delivers assignments and tracks activities (whether conducted virtually or offline) while monitoring the completion of individual lessons as well as mastery of discrete skills and knowledge, all under the watchful eye of administrators, teachers, and Learning Coaches. The EMS operates within a secure, robust technology infrastructure protecting data from loss and intrusion while maintaining a safe environment.

Students, teachers, administrators, and Learning Coaches access the EMS to organize, document, and interact, ensuring a robust level of engagement. The EMS is continually updated and improved upon for the success of schools and families. All new releases and updates of the EMS are automatically provided.

**Interactive Reviews:** Interactive reviews are additional practice opportunities embedded in the curriculum and serve to give students targeted feedback on concepts and skills.

**Intervention Indicators:** Intervention Indicators are data-driven codes that assist teachers in making decisions using the multitiered instruction model. They are displayed on the Teacher Home Page in the EMS to facilitate teachers' ability to identify which of their students may be in need of an instructional intervention and ensure that all students have access to high-quality instruction. The Intervention Indicators change in relation to a student's performance on formative assessments taken throughout the school year or previous year's test scores.

**Learning Coach:** Each student will have a Learning Coach, typically a parent, extended family member, or similarly qualified adult designated by the parent who works in person with the student as a Learning Coach under the guidance of the credentialed teacher. The Learning Coach helps keep students motivated and on

track, and regularly communicates with the student's teachers. The Learning Coach and student interact with the teacher via telephone, WebMail message, LiveLesson sessions, and in-person meetings. NCA provides a unique log in and ongoing training, support, and resources to help the Learning Coach carry out this important role.

**Multitiered Instruction:** NCA employs a multitiered instruction framework based upon the Response to Intervention (RTI) model that deeply links curriculum, standards, assessments, and interventions that have a direct impact on student mastery and resulting standardized test performance. Through this model every student has access to the resources they need to be successful: Tier I Core Curriculum with Differentiation, Tier II Targeted Instructional Supports, and Tier III Intensive Instructional Supports. Student Support teams (SST) meet regularly to develop an intervention plan and strategies for improvement for students who need more frequent, targeted learning support.

**Progression Plan:** Within the EMS, there is a Progression Plan tool that assists teachers, administrators, and school counselors with implementing a plan for high school students that defines and tracks requirements to keep high school students on target for graduation, meeting their college and career goals.

**State Testing:** As a public school, students will participate in required state testing, including summative assessments as well as general assessments.

**Student Status/Escalation Process:** NCA will continue to track and report ongoing student progress based on the objective quantitative data generated by the EMS. Staff members will analyze attendance, participation, performance, assessment submissions, and teacher contact. The student status is displayed on the home page for instant identification of potential challenge areas. The Escalation Process goes into effect when students are in statuses other than "On-Track" to ensure students continue to gain the full benefits of this educational option.

**Synchronous Contact / LiveLesson® Session:** In a virtual school setting, synchronous contact is defined as a live interaction occurring in real time between teachers and students. A real-time, interactive web conferencing tool, LiveLesson sessions allow teachers to work synchronously and directly with students using voice-over IP, electronic whiteboard, and shared web surfing. These sessions are also recorded so students can watch on their own schedule. This live support is a direct reflection of formative assessment that indicates to the teacher where additional efforts are needed to help students master the content. Teachers document all synchronous contact with a student within the student's Log in the EMS. NCA will meet the requirements of a virtual provider to maintain synchronous contact with students.

**Teachers:** NCA will continue to be comprised of experienced, Nevada-credentialed teachers, as required by law, who are also specially trained in virtual delivery and personalized instruction, and maintain a one-on-one relationship with each student. Teachers work from either a school office location and/or work remotely to deliver instruction to a virtual classroom of students through highly interactive, technology-facilitated communication tools. Moreover, teachers provide quality, timely feedback on assignments and assessments.

**WebMail System:** This proprietary email system is securely located within the EMS. Students, Learning Coaches, and teachers use it to communicate with each other, protecting them from spam, contact from those outside of the EMS, and other mainstream email issues.

### Programs, Structures & Principles

NCA will continue to use Pearson's high-quality proprietary curriculum that integrates digital versions of textbooks from major publishers with enhanced multimedia, interactive materials and resources, discussions, and communication/conferencing tools. In addition, students have offline assignments, projects, lab experiences, and practice work. The school will use a variety of multimedia and interactive practices to reinforce

standards for language arts and math at each grade level. LiveLesson sessions, which provide for real-time direct instruction with individual and small groups of students using Internet-based phone service, chat, electronic whiteboard, and shared web surfing, allow teachers and students to interact with one another in real time in the virtual classroom. At the high school level, NCA will provide four levels of academic coursework aligned to Nevada State Content Standards: Foundations, Standard, Honors, and Advanced Placement® (AP). While all levels are designed to meet standards and provide students a rigorous curriculum, each enables differentiation based on student needs and college and career goals. Students will work with an academic placement advisor or their school counselor to determine appropriate course level placement.

### Academic Improvements Undertaken or Planned

NCA consistently monitors and analyzes a variety of student learning data to make improvements that support student achievement and growth. For example, NCA is working on additional processes to assist students in developing self-regulation skills to support improved learning outcomes. For instance, NCA staff supports students in establishing their own academic and learning goals and consistently checks in with students on their progress towards these personal goals to provide needed support.

NCA also engages in Professional Learning Communities (PLCs). Recently, PLCs have established a clear focus on identifying five to eight essential standards in each course. This supports PLCs in identifying the necessary prior knowledge students may need in order to be successful in mastering these essential standards and also allows PLCs to outline the expectations of student success to support intentional instruction through a variety of learning experiences within each course. In identifying these five to eight essential standards, PLCs are also working to provide students with additional project-based learning experiences. Additionally, NCA is working to increase both the amount and quality of teacher feedback that students receive and are including students in the feedback cycle to enhance student learning outcomes.

Finally, NCA also continues to improve upon the established systems and processes to monitor student attendance. This is in an effort to continue to increase attendance rates and reduce chronic absenteeism rates.

### Restorative Discipline Plan

Before imposing expulsion as a method of student discipline, NCA will provide a Restorative Discipline Plan for the student based on restorative justice which includes, but is not limited to:

- Positive behavioral interventions and support;
- A plan for behavioral intervention;
- A referral to a team of student support;
- A referral to an individualized education program (IEP) team;
- A referral to appropriate community-based services; or
- A conference with NCA's Superintendent or Principal or their designee and any other appropriate staff.

When a student is expelled, they are separated from the school for an extended period of time, or permanently, for disciplinary reasons. An expulsion will be documented in writing and will become part of a student's permanent record.

Violations that may lead to expulsion include, but are not limited to, any behavior that indicates that a student is a serious threat to the safety of others, possession of firearms, dangerous weapons, bombs, or explosives, criminal behavior, arson, under the influence of or possession of, or sale of controlled substances or paraphernalia. Suspensions or expulsions for children designated as exceptional follow all appropriate state and federal policies, regulations, and laws.

For those students with disabilities under the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act of 1973, the disciplinary procedures required by the IDEA will be followed. In the event a student has disabilities under both Section 504 and the IDEA, both policies shall be followed in determining appropriate disciplinary actions.

#### **Plans to Monitor for Potential Disproportionate Discipline Practices**

Given that NCA is a fully virtual program, the school rarely has instances in which discipline practices are utilized. In the event that a disciplinary outcome would be utilized, NCA documents and tracks this within the Educational Management System. This data is always readily available to review, disaggregate, and analyze.

NCA will review all discipline data annually to ensure there are not disproportionate discipline practices. Should any be revealed, NCA will develop and implement an action plan to reduce any disproportionality.

#### **Plans to Address Any Opportunity Gaps for Specific Student Groups (Ex. Race/Ethnicity, FRL, EL, IEP)**

Intervention Indicators are displayed in the EMS on the Teacher Homepage, to facilitate a teacher's identification of students who may need additional instruction or intervention in math, reading, or both.

These indicators are data-driven codes and are the first step of multi-tiered instruction. The indicators facilitate teachers' abilities to ensure that all students learn at high levels of achievement. Intervention indicator codes are used to identify students who may be at-risk of failure, assist teachers in determining and implementing appropriate instructional interventions, and monitor the effectiveness of interventions.

In addition, at both the section and individual student levels, Student Performance Reports can be generated to identify the student score and the performance against each item. For some courses, objective level performance data is also provided. Teachers can use this data to determine which students need more help with a particular concept. They may then participate in individual or small group tutoring virtually with these students targeting specific skills.

Data can also be used to identify students who have mastered or not mastered specific objectives. Teachers can run this report as frequently as needed to determine how students are progressing regarding each of the skills and standards for that subject and grade.

The school counseling team will have an established system for early identification of students who are behind in earning high school credits, or those who are off track for graduation. Once students are identified, School Counselors will work with these students to create a graduation recovery plan to identify strategies to successfully earn credits and get back on track to graduate with his/her cohort. School Counselors will work with students and families individually to identify and develop an effective plan to meet the needs of each student.

NCA complies with the Individuals with Disabilities Education Act (IDEA), Section 504, and the Family Education Rights and Privacy (FERPA) and the Americans with Disabilities Act (ADA). The school provides a free and appropriate public education to children with disabilities, as identified under such policies. These supports include, but are not limited to, identifying, evaluating children with disabilities, and planning individualized education programs that meet each student's unique needs, in accordance with state and federal requirements. NCA special education leaders and intervention specialists work closely with the general education teachers to ensure that every student receives accommodations, modifications, and all needed services to access and progress in the general education curriculum in the Least Restrictive Environment according to each student's Individualized Education Plan (IEP).

NCA provides students with equal access to the education program. Students with disabilities receive access through the delivery of resources and accommodations tailored to each student's individual abilities and needs, including assistive technologies and individualized support. Consultative support is provided to general education teachers to provide modifications and accommodations to the general education curriculum. The EMS

provides teachers with immediate access to students' accommodations and modifications. On the teacher homepage and in the grade book, a yellow triangle appears next to each student requiring accommodations and modifications. When teachers hover over this yellow triangle, a pop-up window appears listing all accommodations and modifications. This triangle is available for students with IEPs, students with Section 504 plans, Gifted Learners, and English Learners (EL).

The SPCSA's 2022 Renewal Report for NCA issued June 30, 2022 noted that cultural/inclusivity initiatives have included unconscious bias as well as allyship trainings for all staff. School staff was recognized to be committed to a representative and inclusive curriculum for student population, including using names, language, vocabulary, pronouns, and visuals that include a diverse representation of race, gender, socio-economic background, orientation, abilities, and religion.

**Support Available to Each Pupil, in His or Her Home or Community, Including, Without Limitation, the Availability and Frequency of Interactions Between the Pupil and Teachers**

NCA students have numerous opportunities to engage in interaction with teachers and other pupils daily:

- A real-time, interactive web conferencing tool, LiveLesson® sessions allow teachers to work synchronously and directly with students using voice-over IP, electronic whiteboard, and shared web surfing.
- Teachers conduct curriculum-based assessments, via telephone conversation or through one-on-one LiveLesson sessions, as a quick and effective way to gather information on students' understanding of concepts. CBAs are used to pinpoint strengths and weaknesses in student mastery of concepts and to validate a student's understanding of concepts against the collected formative data within the EMS. CBAs also assist teachers in verifying that students are doing their own work.
- High school courses incorporate graded asynchronous online discussions which are required for all students. These discussions create opportunities for collaboration and interaction among students, increase problem solving skills, and provide opportunities for a "real-world" audience.
- NCA provides a robust school counseling program to serve all students, delivered by certified school counselor(s). The counseling program offers individual, group, and class counseling, as needed, and focuses on academic development, personal and social growth, and college and career readiness activities through a variety of communication tools (LiveLesson sessions, phone calls, message boards, newsletters, and face-to-face events that will take place throughout the state). The counseling team works to engage students and support both their academic and emotional growth.
- NCA offers students access to student-to-student interactions through Global Clubs and Activities (Art Club, Author's Corner, Chess Club, Debate Club, Drama Club, Gaming and Technology Club, Leadership Club, Movement Club, etc.). Students are offered access to a wide range of nationally facilitated virtual clubs and special events throughout the school year. Clubs are co-curricular and teacher facilitated. Clubs and activities are facilitated by local school staff, national school staff, or Pearson certified staff depending upon the club. Participation in these virtual clubs and activities enhances students' feeling of connectedness, provides socialization opportunities, and improves academic achievement and school retention rates. All clubs and activities are non-credit and have no impact on student grades.
- Students also can participate in regular field trips and outings facilitated by NCA staff and Community Coordinators – parent volunteers supported by NCA in organizing such activities for families who live nearby.

In the SPCSA's 2022 Renewal Report for NCA issued June 30, 2022, observers noted consistency in schoolwide expectations, procedures, practices throughout the school, and communication with students and parents, such



as the use of chat boxes during LiveLesson sessions and virtual discussions. Students commented on the ability to always connect with the teachers and that the one-to-one teacher time is a big factor in why they liked online learning, noting it allows them to have direct, meaningful, communications with their teachers.

### **The Methods to Be Used to Administer Any Test, Exam or Assessment Required by State or Federal Law**

Participation in state testing is mandatory for all NCA students. NCA student will participate in the Nevada Proficiency Examination Program (NPEP). Requirements for participation in NCA's testing program and consequences for failing to do so are outlined in the school's handbook. All required state assessments are proctored at pre-specified locations throughout the state of Nevada in accordance with NCA's written charter agreement.

The Pearson State Testing Team supports NCA with a State Test Plan each school year. The test plan addresses the tests, testing schedule, testing sites, student registration, test security, site security, and Special Education accommodations. The State Test Plan also includes a strategy to create an awareness and communication campaign for families, track student registration, participation, and make-up testing, all to help ensure that the 95% Accountability Rate testing requirement is met.

All staff members who serve as test proctors will be trained on the specific state rules and requirements for testing. Training will be conducted synchronously by NCA's Testing Coordinator with staff members at least two to three weeks before testing commences. Each staff member acknowledges that they have been trained and understand the importance of maintaining test security. Tests and related materials are kept secure at the school site or an approved designated location. Paper and pencil tests, when transported to students throughout the state, are moved in locked cases (such as a locked suitcase or other device). The Pearson State Testing Team supports NCA with online testing requirements and opportunities.

NCA follows a detailed process to implement the NPEP. Practice tests are provided throughout the year in all courses to help prepare for all in-person state testing. A WebMail that details state mandated exam requirements is sent to all enrolled students prior to September 30th. NCA uses message boards, WebMails, phone calls and data views to reach out and communicate with families regarding state testing. Families will be verbally made aware of testing dates and locations starting in November.

Additionally, for required coursework (per NAC 390.440) outside of the scope of EOC Examinations that require formal proctoring, NCA has a plan to ensure appropriate supervision. Courses in this category include American Government, American History, Arts and Humanities, English, Health, Mathematics, Physical Education, Use of Computers, and Science.

NCA's system for proctoring final exams includes the following options:

- A. Students may log into a designated Live Lesson room that is staffed by a licensed teacher. The teacher will require the student to share his/her screen and will grant microphone rights to the student. The teacher will observe the student log into and complete his/her end-of-course exam. The teacher will document exam proctoring in each student's individual data view field within the school's EMS.
- B. Parents, Caretakers, or guardians may arrange for a face-to-face proctor to observe his/her student while completing exams. The school will provide a verification form that must be signed by an outside proctor. Verification forms must be submitted to the school (advisory or homeroom teacher) for verification and documentation of approved proctoring
- C. Where available, a licensed teacher of the school may utilize a webcam system to verify student identity and observe completion of end-of-course exams.

- D. Students may complete end-of-course exams in person at a designated time and location (Reno office or other appropriate space) if arrangements are made in advance with the teacher of record and/or another licensed Nevada Connections Academy staff member.

### **The Methods to Be Used to Assess the Academic Success of Pupils**

NCA adheres to state-established accountability measures, administers state assessments, and follows proficiency measures defined by Nevada policy and legislation, in addition to using its own internal assessment tools. NCA uses assessments that are aligned with the curriculum, performance goals, and state standards.

The following describe specific methods and assessments that NCA will continue to use to evaluate student progress and academic success.

- **Placement:** During enrollment in the program, each new student takes part in a placement process that includes review of previous school records and assessment results, review with parents, and use of placement tests as needed. Academic Placement Advisors from Pearson and Counselors at NCA then determine a grade-level and/or course placement in consultation with parents.
- **Formative Assessments:** NCA uses the Renaissance Star 360<sup>®</sup> assessment, the most comprehensive interim and formative assessment suite available, which delivers the valid, reliable screening, progress monitoring, and student growth data NCA educators need to make informed decisions throughout the academic year. Renaissance Star 360 enables greater student growth as teachers lead students toward mastery of state-specific learning standards.
- **Ongoing Informal Assessments:** Students engage in several formative in-course assessments that tap into all levels of student learning such as scored daily assignments, daily checks for understanding which require students to apply and integrate new skills in a thoughtful manner, and regular online skills checks, quick checks, and online practices to measure understanding of newly presented material. These assessments provide immediate objective feedback. In math courses, students also engage in regular reflection activities to build and monitor a growth mindset.
- **Unit Assessments and Offline and Online Portfolio Assignments:** Throughout each logical unit of study, students are required to complete a series of offline and online assessments. Offline assessments include written compositions, science lab reports, short-answer questions and essays, book responses, and a variety of work samples. These assessments require direct teacher evaluation. Online assessments include quizzes and tests. While the quizzes are brief and frequent, more comprehensive tests occur at the end of units, and at the end of the semester. Online assessments provide students and families with immediate objective feedback, while offline assessments provide valuable reflection, feedback, and expertise from certified teachers. Student progress reports and grades include a combination of quizzes, tests, work samples, and teacher feedback.
- **Curriculum-Based Assessments:** NCA uses curriculum-based assessments as a quick and effective way to gather additional information on students' understanding of concepts, through telephone conversations. Diagnostic curriculum-based assessments (DCBA) pinpoint strengths and weaknesses in the student's mastery of concepts. Verification curriculum-based assessments (VCBA) authenticate student learning of concepts previously graded as completed with scores of B or higher.
- **Baseline Achievement Data:** Whenever possible, standardized test results are integrated into an incoming student's basic information in the EMS. Likewise, results for standardized tests that students take while enrolled at NCA, which are proctored face-to-face at a physical location throughout the state, are included in the EMS, along with internal pre-, mid-, and post-test data. This data is used to monitor

student progress from year-to-year and within the year and to inform course placement and instructional needs of students.

- **State-mandated assessments:** NCA is dedicated to meeting and exceeding all of Nevada's grade level requirements. Students will participate in all assessments depending upon grade level, or course enrollment, as required by state law.

Scheduled phone calls, LiveLesson sessions, and face-to-face meetings that may occur throughout the state are all used to help teachers gauge the student's mastery of concepts and to determine appropriate instructional recommendations. The student's teacher conducts follow-up conversations with parent-teacher/teacher-student conferences using WebMail messages, LiveLesson sessions, feedback when grading, Discussion Board postings, and phone conversations.

These essential skills, along with each student's assessment data, are documented in the student's Personal Learning Plan (PLP). Interventions or other needs related to the student's mastery of those essential skills are also documented in the student's PLP. Regular check-ins are conducted with students to help ensure progress.

### **The Criteria Pupils Must Meet to Be Eligible for Enrollment**

NCA enrollment eligibility is determined by the state's virtual school eligibility requirements. NCA enrollment is open only for grades 9 and 10. At this time, NCA will not be opening enrollment for students that entered high school in or before the 2020–2021 school year. Academic documentation will be requested to confirm the school year a student entered high school. Additionally, families must provide basic eligibility requirements such as proof of state residence, proof of age, and evidence of having met the Nevada immunization requirements to enroll in a Nevada public school.

NCA abides by all applicable federal, state, and local statutes, policies, and guidelines for student enrollment and does not impose enrollment requirements that are inconsistent with these policies and guidelines. These policies and guidelines include compliance with the McKinney-Vento Act regarding homeless or foster care students. The School Leader serves as the liaison for homeless students. Students who meet the definition of homeless shall not be barred from enrolling due to lack of required documents. NCA maintains and posts the enrollment and admissions process and procedures which comply with applicable law. The school will not charge tuition or have other admission requirements, except as otherwise provided in State law.

## 4. Organizational Viability and Plans for the Proposed Charter Term

### A. Written Narrative

#### Current Governing Board's Capacity, Skills, and Qualifications

NCA's Board Members are parents, educators, and business and community leaders who are committed to providing innovative distance education to students. NCA's current members have a broad range of unique skills and qualifications in education, technology, internal controls, and financial analysis. As shown in the biographies that follow, the NCA Board includes representation from parents, educators, and business leaders, all with deep roots in Nevada communities. These qualifications help ensure the success of NCA in serving its students and the effective representation of key stakeholders.

#### **Dr. Scott W. Harrington, Board Chair & President**

Dr. Scott W. Harrington is currently the Behavior Specialist for Churchill County School District. He has been working with people with disabilities since 1990, when he earned his Bachelor's degree in Psychology at CSU Long Beach. He earned his Master's degree in Psychology (Behavior Analysis) at the University of the Pacific in Stockton, CA, and his Doctorate, also in Psychology (Behavior Analysis), at the University of Nevada, Reno (UNR). Dr. Harrington has written and directed multiple projects to help individuals with disabilities live more independent lives. He is a founder of the first elementary charter school in Nevada, Sierra Nevada Academy Charter School (SNACS), and a former middle school mathematics teacher. He has presented over 40 papers on data-based interventions to assist persons with disabilities, has several publications across multiple areas, and taught at UNR in the College of Education. His research interests include inclusion, integrated employment, transition, intrinsic motivation, attitudes about disabilities, and interagency collaboration. Dr. Harrington is a Board Certified Behavior Analyst (BCBA-D), a Licensed Behavior Analyst (LBA) a member of the Association for Behavior Analysis (ABA), and on several advisory boards.

#### **Mr. Tom Prutzman, Board Treasurer**

Mr. Tom Prutzman is a seasoned financial professional with nearly 25 years in the financial services industry. Born and raised in Reno, Nevada, Mr. Prutzman left northern Nevada to attend the School of Hotel Administration at Cornell University, where he graduated in three and a half years. While at Cornell, he gained a broad education in finance and business management, and also honed a skill for operating in high-pressure environments. After receiving his bachelor of science degree in 1995, Mr. Prutzman moved to San Francisco to work with Morgan Stanley and began his career in the financial services, investment, and brokerage industries. He was later promoted to associate vice president. In 2004, Mr. Prutzman moved to Los Angeles and founded Prutzman Wealth Management (PWM), an independent, 401(k) fiduciary advisor that develops customized financial planning and investment solutions for clients' personal, retirement, and charitable goals. Now based in Reno, Nevada, PWM's mission is to simplify investing for its clients and to help them reach their lifelong goals and aspirations. Mr. Prutzman is excited to be a board member of Nevada Connections Academy. He plans to use his skill in strategy to help navigate the future for this successful learning platform.

#### **Jamie Castle, Board Member**

Ms. Jamie Castle is co-founder of Nevada Connections Academy. She served on the NCA board for 6 years as Chair before stepping down to become a teacher with the school. Ms. Castle has also served and chaired for the Children's Museum of Northern Nevada's governing board. She holds a Bachelor of Arts Degree from Eastern Washington University in Education with an emphasis on Reading and Math. She is a highly qualified elementary teacher of 22 years. Throughout the course of her career, she has taught both in the classroom and in a virtual

setting. Her experience spans from Kindergarten through 3rd grade as well as, 8th grade Math, English Language Arts and Reading credit recovery program.

**Christine Williams, Board Member**

Christine Williams is a parent of a Nevada Connections Academy student. She is involved in her son's education and wants to do the best she can to help improve the Nevada Connections Academy. She has an Associate's degree in Geothermal Energy from Truckee Meadows Community College. She has had both her children enrolled in Nevada Connections Academy off and on for over the past 11 years. Raised in Reno, she has spent the last 11 years focusing on education her children.

**Ms. Kimberly Stephens, Board Member**

Ms. Kimberly Stephens is currently employed as VP Sr. Commercial Lender with Bank of Nevada in Las Vegas. She has spent most of her professional career in the financial services industry. She has a Bachelor's degree in Business Administration from Louisiana State University and completed the College of Commercial Credit with Wells Fargo Bank thereafter. She joined the Nevada Connections Academy Board in January 2022.

**Growth Plan for Adding/Replacing Board Members**

The NCA Board is comprised of individuals with a desire to bring quality distance education to Nevada families. The NCA Board consists of five voting members serving staggered terms of one, two, or three years, with three-year renewal terms. The method for staggering terms serving in three classes is described in the NCA Board Bylaws.

Additional members will be recruited as necessary to form a diverse and well-balanced board. The Board must be at least five but not more than nine members at any time. Any member of the greater Nevada community may seek appointment to the Board, with the exception of employees of NCA, Pearson, or any person who has been convicted of a felony or is unable to successfully pass the NCA Board-approved background check clearance process. The NCA Board works to maintain a parent of an enrolled student on the board.

NCA Board members attend any state-required governance trainings to ensure that they have ongoing knowledge about governance, oversight requirements, department rules, policies, and procedures.

Additional training may also be conducted by a reputable third-party vendor to ensure smooth operations and effective board practices. Other trainings may include Effective Board Governance of Public Charter Schools online training module series as well as specific training provided in person, via the Internet, and in print. Training topics may include charter school basics, responsibilities, conflict of interest, effective meeting management, quality Board leadership and policy development. In addition, NCA Board members will have the opportunity to participate in various regional and national conferences to network with other charter board members and further their development as effective board members.

**Any Organizational Improvements Undertaken or Planned**

The NCA Board has worked consistently to strengthen their governance and oversight responsibilities by partnering with the National Charter Schools Institute. During the two-year process they held strategic retreats resulting in the formation of three Board committees: the Finance Committee, Academic Committee, and Governance Committee. Furthermore, the Board has recently implemented a governance portal in support of its governance responsibilities.

## Board Oversight and Monitoring of the Services Provided by the Education Management Organization

The NCA Board contracts with Pearson to provide high-quality professional educational services. The Board leverages Pearson's over 20 years of experience being a high-quality virtual school provider partner and its significant resources to the benefit of the school. NCA uses Pearson's curriculum, which is aligned with Nevada Academic Content Standards. In addition, Pearson provides support in the areas of staffing, performance management, facilities management, professional learning, enrollment, technology, and other areas as outlined in the Statement of Agreement.

While Pearson will assist with curriculum, technology, and other support services in compliance with Nevada law, the Board will maintain responsibility for ensuring NCA meets all educational, fiscal, and programmatic goals outlined in the charter.

The Board will regularly review the services provided by Pearson. Under the Statement of Agreement, Pearson will be subject to a performance review, conducted at the Board's discretion. The Board is responsible for determining the appropriate services for the school and ensuring the performance of Pearson with its obligations under the Statement of Agreement, as well as ensuring compliance with Nevada law.

## B. Supporting Documentation

### Current Resumes for All Governing Board Members

Please see [Appendix B](#) for the current resumes of all Governing Board Members.

### Board Member Information Sheet and Board Chair/Member Assurance Statement

Per guidance from the SPSCA, we have completed the Board Member Information Sheet and the Board Chair/Member Assurance Statement included in [Section 2.A](#) of this document.

### Draft Contract with the EMO for the Upcoming Term

Please see [Appendix C](#) for NCA's draft Statement of Agreement with Pearson for the upcoming term.

## 5. Fiscal Soundness and Plans for the Proposed Charter Term

### A. Written Narrative

#### Current Fiscal State of NCA

Nevada Connections Academy continues to undergo an annual financial audit by an independent auditor. Since the School's last renewal, NCA has successfully passed their audits with no findings or material weaknesses noted. The NCA Board uses sound budgeting and forecasting policies and procedures to monitor revenue and authorize expenditures according to any restrictions placed on such revenue.

The development of the annual budget is an interactive process that incorporates input from key stakeholders. A preliminary budget based on initial assumptions is presented to the NCA Board each year. It is then approved by the NCA Board before the start of the school year. Once the beginning enrollment and updated per pupil funding figures are known, a revised budget is prepared for the NCA Board's consideration. This budget is then compared to actual and forecasted results on a monthly basis.

NCA uses an industry-accepted and widely-adopted accounting software that is compatible with the State's reporting requirements. The accounting software also includes strong controls, data integrity and backup, and data security.

NCA implements rigorous internal financial controls as follows.

- **Segregation of Duties:** NCA develops and maintains simple check request and purchase order forms to document the authorization of non-payroll expenditures. All proposed expenditures must be approved by the School Leader, who reviews the proposed expenditure to determine whether it is consistent with the NCA Board-adopted budget and sign the check request form. All approved check requests and purchase orders are provided to the NCA Board designee and are signed by an NCA Board member or a designee who has been approved as a signatory on the school's checking account to initiate payment. All transactions are posted on an electronic general ledger.
- **Authorization and Processing of Disbursements:** To ensure fiscal responsibility and compliance, the NCA Board meets regularly to review the operations and financial performance of the school. Supporting documentation for all expenditures is provided in advance of these meetings. The school does not authorize any payment until it has reviewed such support. The NCA Board has established fiscal policies covering school expenditures. It also designates specific check signing authority.
- **Safeguard Assets:** All state, federal, and other monies received by NCA are deposited in its accounts within 24 hours or one banking day of receipt per federal and state regulations.
- **Banking Arrangements/Reconciliation:** NCA maintains its accounts at a federally insured financial institution, Nevada State Bank. Funds are deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments. For all funds, the NCA Board appoints and approves all individuals authorized to sign checks in accordance with these policies. All bank accounts require multiple signatures on checks or other forms of disbursement. Bank statements from private banking institutions are sent directly to the school's finance committee, who submits a copy for reconciliation. This reconciliation is provided to the committee for review monthly.
- **Policies and Procedures:** Policies and procedures to safeguard payroll and employee information are implemented by the NCA Board.

### Plans for the Upcoming Charter Term to Ensure NCA Remains Financially Viable

The NCA Board will continue to monitor its financial performance by engaging in regular discussion with school leadership over significant financial matters. The NCA Board reviews a monthly re-forecasted revenue and expense statement and compares it with the approved budget at its regularly scheduled meetings. Through this process, the NCA Board is made aware of anticipated results and takes appropriate measures to minimize the impact of any negative developments.

The NCA Board will also continue to monitor its financial position and has demonstrated its ability to use its resources in a manner that preserves the school's financial viability while maximizing the resources devoted to instruction and instructional support activities. NCA will pursue further opportunities to identify efficiencies with its use of existing resources to provide an excellent educational experience for students. Despite potential decreases in enrollment and unknown future funding, the school is positioned financially to maintain a high-level of operation.

Under NCA's arrangement with Connections, most current obligations are initially paid for by Connections and are reimbursed only when funds become available to the school. This allows the school to direct more of its resources to the educational program while minimizing any concern that current obligations will not be met. Additionally, at the end of each fiscal year, Connections reviews its fees with NCA and provides service credits by an amount that allows NCA to consistently end each fiscal year with a positive net asset balance. Through the unique arrangement between NCA and Connections, the school will maintain financial stability. The NCA Board anticipates continuing its partnership with Connections to provide instructional products and services to the school.

### Financial Improvements Undertaken or Planned

A financial audit is conducted annually by an approved independent auditor and presented to the NCA Board. The audit results are reviewed carefully by the NCA Board to determine areas of improvement and to make determinations as to financial management. The NCA Board negotiates and oversees contracts for services such as financial accounting, legal services, and other services.

### Budget for the Current and Upcoming Fiscal Years (FY23 and FY24)

The budget is included in the required budget template provided by the SPCSA starting on the following page.



Steve Sisolak  
Governor

Jhone Ebert  
Superintendent of  
Public Instruction



Southern Nevada Office  
9890 S. Maryland Parkway,  
Suite 221  
Las Vegas, Nevada 89183  
(702) 486-6458  
Fax: (702) 486-6450

**STATE OF NEVADA**  
**DEPARTMENT OF EDUCATION**  
700 E. Fifth Street | Carson City, Nevada 89701-5096  
Phone: (775) 687-9200 | [www.doe.nv.gov](http://www.doe.nv.gov) | Fax: (775) 687-9101

## Charter School Budget - Renewal

Nevada Connections Academy

Renewal Budget

**ENROLLMENT AND PUPIL CENTERED FUNDING PLAN INFORMATION**  
**Nevada Connections Academy**  
**Renewal Budget**

	WEIGHTED ACTUAL ADE PRIOR YEAR ENDING 06/30/22	WEIGHTED ACTUAL ADE CURRENT YEAR ADE ENDING 06/30/23	WEIGHTED ESTIMATED ADE - YEAR ENDING 06/30/24
1. Pre-kindergarten (NRS 387.123)	<u>                    </u> x .6 = <u>0.0</u>	<u>                    </u> x .6 = <u>0.0</u>	<u>                    </u> x .6 = <u>0.0</u>
2. Kindergarten	<u>                    </u> x .6 = <u>0.0</u>	<u>                    </u> x .6 = <u>0.0</u>	<u>                    </u> x .6 = <u>0.0</u>
Kindergarten	<u>                    </u> x 1 = <u>0.0</u>	<u>                    </u> x 1 = <u>0.0</u>	<u>                    </u> x 1 = <u>0.0</u>
3. Elementary	<u>                    </u>	<u>                    </u>	<u>                    </u>
4. Secondary	<u>          1,198          </u>	<u>          1,100          </u>	<u>          927          </u>
5. Ungraded	<u>                    </u>	<u>                    </u>	<u>                    </u>
6. Subtotal	<u>          1,198.0          </u>	<u>          1,099.6          </u>	<u>          927.1          </u>
7. Students transported into Nevada from out-of-state	<u>                    </u>	<u>                    </u>	<u>                    </u>
8. Students transported to another state	<u>                    </u>	<u>                    </u>	<u>                    </u>
9. Total WEIGHTED enrollment	<u>          1,198.0          </u>	<u>          1,099.6          </u>	<u>          927.1          </u>
10. Hold Harmless	<u>                    </u>	<u>                    </u>	<u>                    </u>
11. Adjusted Base Per Pupil Rate as of FY21-23 (found in Pupil Centered Funding Plan Payment Book)			<u>          \$7,117          </u>
Total Adjusted Base Allocation (ADE * per pupil rate)			<u>          \$6,598,028          </u>
12. Total Local Special Education Distributions		<u>          \$360,944          </u>	
13. Total English Learner Allocation (if applicable)		<u>          \$31,085          </u>	
14. Total At-Risk Student Allocation (if applicable)		<u>          \$108,728          </u>	
15. Total Gifted and Talented Allocation (if applicable)		<u>          \$0          </u>	
16. TOTAL PUPIL CENTERED FUNDING PLAN (Number 11 + 12 + 13 + 14 + 15)			<u>          \$7,098,785          </u>

Fiscal Year 2023-2024 Charter School Nevada Connections Academy

Form 3		(1)	(2)	(3)	(4)	(4)
Nevada Connections Academy Renewal Budget		ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	BUDGET YEAR TENTATIVE APPROVED	ENDING 06/30/24 FINAL APPROVED	AMENDED FINAL APPROVED
REVENUE						
<b>1000</b>	<b>LOCAL SOURCES</b>					
1100	Taxes					
1110	Ad Valorem Taxes					
1111	Net Proceed of Mines					
1120	Sales & Use/School Support Taxes					
1140	Penalties & Interest on Tax					
1150	Residential Construction Tax					
1190	Other					
	Revenue from Local Govmt Units other than School					
1200	Districts					
1300	Tuition					
1400	Transportation Fees					
1500	Investment Income					
1600	Food Services					
1610	Daily Sales - Reimbursable Program					
1620	Daily Sales - Non-Reimbursable Program					
1630	Special Functions					
1650	Daily Sales - Summer Food Program					
1700	District Activities					
1800	Community Service Activities					
1900	Other Revenues					
1910	Rent					
1920	Donations					
1930	Gains/Loss on Sales of Capital Assets					
1940	Textbook Sales & Rentals					
1950	Misc Revenues from Other Districts					
1951	Pass Through dollars from sponsored district					
1960	Misc Revenues from Other Local Govt					
1970	Operating Revenues					
1980	Refund of Prior Year's Expenditures					
1990	Miscellaneous - local sources	54				
<b>TOTAL LOCAL SOURCES</b>		54	0	0	0	0
<b>3000</b>	<b>REVENUE FROM STATE SOURCES</b>					
3100	Unrestricted Grants-in-Aid					
3110	<b>PCFP - Adjusted Base Funding</b>	9,422,633	7,825,569	6,598,028		
3113	<b>PCFP - Auxillary Services - Transportation</b>					
3114	<b>PCFP - Auxillary Services - Food Service</b>					
3115	<b>Local Special Education Funding under PCFP</b>	369,416	360,944	360,944		
3200	State Govt Restricted Funding					
3210	Special Transportation					
3220	Adult High School Diploma Program Fnd					
3230	Class Size Reduction					
3250	<b>PCFP - (restricted use)</b>					
3254	<b>PCFP - Englisht Learner (restricted use)</b>	34,327	31,085	31,085		
3255	<b>PCFP - At-Risk (restricted use)</b>	133,202	108,728	108,728		
3256	<b>PCFP - Gifted and Talented (restricted use)</b>					
3270	<b>State Special Ed Funding</b>					
3800	Revenue in Lieu of Taxes					
3900	Revenue for/on Behalf of School Dist					
<b>TOTAL STATE SOURCES</b>		9,959,578	8,326,326	7,098,785	0	0

Nevada Connections Academy

Budget Fiscal Year 2023-2024

	(1)	(2)	(3)	(4)	(4)
	ACTUAL PRIOR	ESTIMATED CURRENT	BUDGET YEAR	ENDING 06/30/24	AMENDED

REVENUE	YEAR ENDING 06/30/22	YEAR ENDING 06/30/23	TENTATIVE APPROVED	FINAL APPROVED	FINAL APPROVED
<b>4000 FEDERAL SOURCES</b>					
4100 Unrestricted Grants-in-Aid DIRECT from Fed Govt					
4103 E-Rate Funds	4,064	3,000	3,000		
Unrestricted Grants-in-Aid from Fed Govt pass thru the State					
4200 Restricted Grants-in-Aid Direct - Fed					
4300 Restricted Grants-in-Aid Fed Govnt pass-thru the State	1,403,630	1,202,685	896,906		
4500 Grants-in-Aid from Fed Govt Thru Other Intermediate Agencies					
4700 Revenue in Lieu of Taxes					
4800 Revenue in Lieu of Taxes					
4900 Revenue for/on Behalf of School District					
<b>TOTAL FEDERAL SOURCES</b>	1,407,694	1,205,685	899,906	0	0
OTHER RESOURCES AND FUND BALANCE	(1) ACTUAL PRIOR YEAR ENDING 06/30/22	(2) ESTIMATED CURRENT YEAR ENDING 06/30/23	(3) BUDGET YEAR ENDING 06/30/24 TENTATIVE APPROVED	(4) FINAL APPROVED	(4) AMENDED FINAL APPROVED
<b>5000 OTHER FINANCING SOURCES</b>					
5100 Issuance of Bonds					
5110 Bond Principal					
5120 Premium of Discount on the Issuance of Bonds					
5200 Fund Transfers In					
5300 Gain/Loss on Disposal of Assets					
5400 Loan Proceeds					
5500 Capital Lease Proceeds					
5600 Other Long-Term Debt Proceeds					
<b>6000 Other Items</b>					
6100 Capital Contributions					
6200 Amortization of Premium on Issuance of Bonds					
6300 Special Items					
6400 Extraordinary Items					
<b>TOTAL OTHER SOURCES</b>	0	0	0	0	0
<b>8000 OPENING FUND BALANCE</b>					
Reserved Opening Balance					
Unreserved Opening Balance	4,403,112	3,893,621	3,362,608		
<b>TOTAL OPENING FUND BALANCE</b>	4,403,112	3,893,621	3,362,608	0	0
Prior Period Adjustments					
Residual Equity Transfers					
<b>TOTAL ALL RESOURCES</b>	15,770,438	13,425,632	11,361,299	0	0

Budget Fiscal Year 2023-2024

Nevada Connections Academy Form 4 Renewal Budget PROGRAM FUNCTION OBJECT	(1)	(2)	(3)		(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	BUDGET YEAR ENDING 06/30/24		FINAL APPROVED	AMENDED FINAL APPROVED
			TENTATIVE APPROVED			
<b>100 REGULAR PROGRAMS</b>						
1000 Instruction						
100 Salaries	2,077,369	1,673,609	1,540,328			
200 Benefits	947,395	747,466	689,105			
300/400/500 Purchased Services	1,168,076	805,828	715,489			
600 Supplies	2,914,047	2,311,269	2,059,874			
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries	748,983	822,682	788,051			
200 Benefits	304,012	340,001	325,084			
300/400/500 Purchased Services	2,182,052	2,125,480	1,916,058			
600 Supplies	3,008	3,000	3,000			
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>100 TOTAL REGULAR PROGRAMS</b>	10,344,942	8,829,335	8,036,988	0	0	
<b>140 Summer School for Reg Programs</b>						
1000 Instruction						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services	44,200	21,000	18,000			
600 Supplies						
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>140 TOTAL Summer School - Reg Prog</b>	44,200	21,000	18,000	0	0	

Nevada Connections Academy PROGRAM FUNCTION OBJECT	(1)	(2)	(3)		(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	BUDGET YEAR ENDING 06/30/24		FINAL APPROVED	AMENDED FINAL APPROVED
			TENTATIVE APPROVED			
<b>200 SPECIAL PROGRAMS</b>						
1000 Instruction						
100 Salaries	414,248	323,958	288,516			
200 Benefits	199,579	152,260	135,603			
300/400/500 Purchased Services	602,569	510,944	472,807			
600 Supplies						
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services	271,279	225,527	188,147			
600 Supplies						
700 Property						
800 Other	0					
<b>200 SPECIAL PROGRAMS</b>	<b>1,487,675</b>	<b>1,212,689</b>	<b>1,085,073</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>240 Summer School for Special Programs</b>						
1000 Instruction						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other	0					
<b>240 TOTAL Summer School - Spec Prog</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)		(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	BUDGET YEAR ENDING 06/30/24		FINAL APPROVED	AMENDED FINAL APPROVED
			TENTATIVE APPROVED			
<b>300 Vocational &amp; Technical Programs</b>						
1000 Instruction						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>300 Total Vocational &amp; Technical Prog</b>	0	0	0		0	0

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)		(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/24	FINAL APPROVED	AMENDED FINAL APPROVED
<b>340 Summer School for Voc &amp; Tech</b>						
1000 Instruction						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>340 Total Summer School for Voc &amp; Tech</b>	0	0	0	0	0	0
<b>420 English for Speakers of Other Lang</b>						
1000 Instruction						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>420 Total Speakers of Other Lang</b>	0	0	0	0	0	0



PROGRAM FUNCTION OBJECT	(1)	(2)	(3)		(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/24	FINAL APPROVED	AMENDED FINAL APPROVED
<b>430 At Risk Education Programs</b>						
1000 Instruction						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>430 Total At Risk Education Programs</b>	0	0	0	0	0	0
<b>440 Summer School for Other Inst Prog</b>						
1000 Instruction						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>440 Total Summer School for Other Inst Prog</b>	0	0	0	0	0	0

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	BUDGET YEAR ENDING 06/30/24		AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>450 Gifted and Talented Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>440 Total Gifted and Talented Programs</b>	0	0	0	0	0
<b>490 Other Instructional Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>490 Total Other Instructional Programs</b>	0	0	0	0	0

Form 4 Expenditures

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<b>800 Community Services Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>800 Total Community Services Programs</b>	0	0	0	0	0
<b>900 Co-curricular &amp; Extra-Curricular</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>900 Co-curricular &amp; Extra-Curricular</b>	0	0	0	0	0

Form 4 Expenditures

2/15/2022

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)		(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	BUDGET YEAR ENDING 06/30/24		FINAL APPROVED	AMENDED FINAL APPROVED
			TENTATIVE APPROVED			
<b>000 UNDISTRIBUTED EXPENDITURES</b>						
<b>2100 Support Services-Students</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>2100 SUBTOTAL</b>	0	0	0	0	0	0
<b>2200 Support Services-Instruction</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>2200 SUBTOTAL</b>	0	0	0	0	0	0
<b>2300 Support Services-Gen Admin</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>2300 SUBTOTAL</b>	0	0	0	0	0	0
<b>2400 Support Serv-School Admin</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>2400 SUBTOTAL</b>	0	0	0	0	0	0
<b>2500 Central Services</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>2500 SUBTOTAL</b>	0	0	0	0	0	0

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)		(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	BUDGET YEAR ENDING 06/30/24		FINAL APPROVED	AMENDED FINAL APPROVED
			TENTATIVE APPROVED			
<b>2600 Operating/Maintenance Plant Service</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>2600 SUBTOTAL</b>	0	0	0		0	0
<b>2700 Student Transportation</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>2700 SUBTOTAL</b>	0	0	0		0	0
<b>2900 Other Support (All Objects)</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>2900 SUBTOTAL</b>	0	0	0		0	0
<b>2000s TOTAL SUPPORT SERVICES</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>
<b>3100 Food Service</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>3100 TOTAL FOOD SERVICES</b>	0	0	0		0	0

Form 4 Expenditures

2/15/2022

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)		(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	BUDGET YEAR ENDING 06/30/24		FINAL APPROVED	AMENDED FINAL APPROVED
			TENTATIVE APPROVED			
<b>4100 Land Acquisition</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>4100 SUBTOTAL</b>	0	0	0		0	0
<b>4200 Land Improvement</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>4200 SUBTOTAL</b>	0	0	0		0	0
<b>4300 Architecture/Engineering</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>4300 SUBTOTAL</b>	0	0	0		0	0
<b>4400 Educational Specifications Dev</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>4400 SUBTOTAL</b>	0	0	0		0	0
<b>4500 Building Improvement</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>4500 SUBTOTAL</b>	0	0	0		0	0
<b>4600 Site Improvement</b>						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>4600 SUBTOTAL</b>	0	0	0		0	0

Form 4 Expenditures

2/15/2022

	(1)	(2)	(3)	(4)	(5)
		ESTIMATED	BUDGET YEAR ENDING 06/30/24		

PROGRAM FUNCTION OBJECT	ACTUAL PRIOR YEAR ENDING 06/30/22	CURRENT YEAR ENDING 06/30/23	TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
<b>4700 Building Improvement</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4700 SUBTOTAL</b>	0	0	0	0	0
<b>4900 Other (All Objects)</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4900 SUBTOTAL</b>	0	0	0	0	0
<b>4000s TOTAL FACILITIES ACQUISITION &amp; CONSTR</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>5000 Debt Service</b>					
<b>000 TOTAL UNDISTRIBUTED EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ALL EXPENDITURES</b>	<b>11,876,817</b>	<b>10,063,024</b>	<b>9,140,061</b>	<b>0</b>	<b>0</b>
<b>6300 Contingency</b> (not to exceed 3% of Total Expenditures)	XXXXXXXXXXXXXX XXXXXXXXXXXXXX XXXXXXXXXXXXXX				
<b>8000 ENDING FUND BALANCE</b>					
Reserved Ending Balance					
Unreserved Ending Balance	3,893,621	3,362,608	2,221,238		
<b>TOTAL ENDING FUND BALANCE</b>	<b>3,893,621</b>	<b>3,362,608</b>	<b>2,221,238</b>	<b>0</b>	<b>0</b>
<b>TOTAL APPLICATIONS</b>	<b>15,770,438</b>	<b>13,425,632</b>	<b>11,361,299</b>	<b>0</b>	<b>0</b>

<b>CHECKS:</b>	<b>Contingency cannot exceed:</b>	XXXXXXXXXX	301,891	274,202	0	0
	<b>Calculated Total Ending Fund Balance:</b>	3,893,621	3,362,608	2,221,238	0	0

**Nevada Connections Academy**

Budget Fiscal Year 2023-2024

Form 4 Expenditures

2/15/2022

<b>Renewal Budget: 2023-2024</b>		Obj 100	Obj 200	Obj 300-900	
	(1) PROGRAM OR FUNCTION	(2) SALARIES AND WAGES	(3) EMPLOYEE BENEFITS	(4) SERVICES SUPPLIES AND OTHER	(5) SUB-TOTAL REQUIRE- MENTS
<b>PROGRAM EXPENDITURES</b>					
100	Regular	2,328,378	1,014,189	4,712,421	8,054,988
200	Special	288,516	135,603	660,954	1,085,073
300	Vocational	0	0	0	0
400	Other PK-12	0	0	0	0
500	Nonpublic School				0
600	Adult Education				0
800	Community Services	0	0	0	0
900	Co-Curricular/Extra Curricular	0	0	0	0
<b>PROGRAM TOTALS</b>		<b>2,616,895</b>	<b>1,149,792</b>	<b>5,373,375</b>	<b>9,140,061</b>
000	Undistributed Expenditures				
2000	Support Services	0	0	0	0
3100	Food Service	0	0	0	0
4000	Facility Acquisition and Construction			0	0
5000	Debt Service			0	0
6300	Contingency				0
8000	Ending Balance				2,221,238
<b>UNDISTRIBUTED TOTALS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>2,221,238</b>
<b>TOTAL ALL FUNDS TENTATIVE</b>		<b>2,616,895</b>	<b>1,149,792</b>	<b>5,373,375</b>	<b>11,361,299</b>
<b>FINAL BUDGET 2023-2024</b>		Obj 100	Obj 200	Obj 300-900	
	(1) PROGRAM OR FUNCTION	(2) SALARIES AND WAGES	(3) EMPLOYEE BENEFITS	(4) SERVICES SUPPLIES AND OTHER	(5) SUB-TOTAL REQUIRE- MENTS
<b>PROGRAM EXPENDITURES</b>					
100	Regular	0	0	0	0
200	Special	0	0	0	0
300	Vocational	0	0	0	0
400	Other PK-12	0	0	0	0
500	Nonpublic School	0	0	0	0
600	Adult Education	0	0	0	0
800	Community Services	0	0	0	0
900	Co-Curricular/Extra Curricular	0	0	0	0
<b>PROGRAM TOTALS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
000	Undistributed Expenditures				
2000	Support Services	0	0	0	0
3100	Food Service	0	0	0	0
4000	Facility Acquisition and Construction			0	0
5000	Debt Service			0	0
6300	Contingency				0
8000	Ending Balance				0
<b>UNDISTRIBUTED TOTALS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ALL FUNDS FINAL BUDGET</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Nevada Connections Academy

Budget Fiscal Year 2023-2024

Form 5 Exp Summary

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<b>FINAL AMENDED BUDGET - Estimate</b>	Obj 100	Obj 200	Obj 300-900	
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	(1) PROGRAM OR FUNCTION	(2) SALARIES AND WAGES	(3) EMPLOYEE BENEFITS	(4) SERVICES SUPPLIES AND OTHER	(5) SUB-TOTAL REQUIRE- MENTS
<b>PROGRAM EXPENDITURES</b>					
100	Regular	0	0	0	0
200	Special	0	0	0	0
300	Vocational	0	0	0	0
400	Other PK-12	0	0	0	0
500	Nonpublic School	0	0	0	0
600	Adult Education	0	0	0	0
800	Community Services	0	0	0	0
900	Co-Curricular/Extra Curricular	0	0	0	0
<b>PROGRAM TOTALS</b>		0	0	0	0
000	Undistributed Expenditures				
2000	Support Services	0	0	0	0
3100	Food Service	0	0	0	0
4000	Facility Acquisition and Construction			0	0
5000	Debt Service			0	0
6300	Contingency				0
8000	Ending Balance				0
<b>UNDISTRIBUTED TOTALS</b>		0	0	0	0
<b>TOTAL FINAL AMENDED BUDGET</b>		0	0	0	0

Nevada Connections Academy

Budget Fiscal Year 2023-2024

Form 5 Exp Summary

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2/15/2022

**PROPRIETARY OR ENTERPRISE FUND**

**Nevada Connections Academy**

Fund:  REVENUE	(1)	(2)	(3) (4)	
	ACTUAL PRIOR YEAR ENDING 06/30/22	ESTIMATED CURRENT YEAR ENDING 06/30/23	BUDGET YEAR ENDING 06/30/24	
			TENTATIVE APPROVED	FINAL APPROVED
<b>1000 LOCAL SOURCES</b>				
1300 Tuition				
1400 Transportation Fees				
1500 Investment Income				
1600 Food Services				
1700 District Activities				
1800 Community Service Activities				
1900 Other Revenues				
<b>TOTAL LOCAL SOURCES</b>	0	0	0	0
<b>3000 REVENUE FROM STATE SOURCES</b>				
3100 Unrestricted Grants-in-Aid				
3200 State Govt Restricted Funding				
<b>TOTAL STATE SOURCES</b>	0	0	0	0
<b>4000 FEDERAL SOURCES</b>				
4100 Unrestricted Grants-in-Aid DIRECT from Fed Govt				
4200 Unrestricted Grants-in-Aid from Fed Govt pass thru the State				
4300 Restricted Grants-in-Aid Direct - Fed				
4500 Restricted Grants-in-Aid Fed Govnt pass thru the State				
4700 Grants-in-Aid from Fed Govt Thru Other Intermediate Agencies				
<b>TOTAL FEDERAL SOURCES</b>	0	0	0	0
<b>5000 OTHER FINANCING SOURCES</b>				
5200 Fund Transfers In				
5300 Proceeds from the Disposal of Real or Personal Property				
5400 Loan Proceeds				
5500 Capital Lease Proceeds				
5600 Other Long-Term Debt Proceeds				
<b>6000 Other Items</b>				
<b>TOTAL OTHER SOURCES</b>	0	0	0	0
<b>8000 OPENING FUND BALANCE</b>				
Reserved Opening Balance				
Unreserved Opening Balance				
<b>TOTAL OPENING FUND BALANCE</b>	0	0	0	0
<b>TOTAL ALL RESOURCES</b>	0	0	0	0

Form 6 Proprietary/Enterprise	(1)	(2)	(3) (4)	
	ACTUAL PRIOR YEAR ENDING	ESTIMATED CURRENT YEAR ENDING	BUDGET YEAR ENDING 06/30/24	
			TENTATIVE	FINAL

FUNCTION / OBJECT	06/30/22	06/30/23	APPROVED	APPROVED
<b>EXPENSES</b>				
1000 Instruction				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other				
SUBTOTAL INSTRUCTION EXPENSES:	0	0	0	0
2000 Support Services				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other				
SUBTOTAL SUPPORT EXPENSES:	0	0	0	0
3100 Food Service				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other				
SUBTOTAL FOOD SERVICE EXPENSES:	0	0	0	0
4000 Facilities Acquisition & Construction				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other				
SUBTOTAL FOOD SERVICE EXPENSES:	0	0	0	0
5000 Debt Service				
6000 Miscellaneous				
SUBTOTAL OTHER SERVICES	0	0	0	0
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
8000 ENDING FUND BALANCE				
Reserved Ending Balance				
Unreserved Ending Balance				
TOTAL ENDING FUND BALANCE	0	0	0	0
<b>TOTAL APPLICATIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Nevada Connections Academy**  
**Renewal Budget**  
 ALL EXISTING OR PROPOSED

- |                                    |  |
|------------------------------------|--|
| * - Type - use codes 1-11          | 6 - Medium-Term Financing - Lease Purchase |
| 1 - General Obligation Bonds       | 7 - Capital Leases                         |
| 2 - G. O. Revenue Supported Bonds  | 8 - Special Assessment Bonds               |
| 3 - G. O. Special Assessment Bonds | 9 - Mortgages                              |
| 4 - Revenue Bonds                  | 10 - Other (Specify Type)                  |
| 5 - Medium-Term Financing          | 11 - Proposed (Specify Type)               |

(1) NAME OF LOAN List and Subtotal By Fund	(2) Type *	(3) Number of Months of TERM	(4) ORIGINAL AMOUNT OF ISSUE	(5) ISSUE DATE	(6) FINAL PAYMENT DATE	(7) INTEREST RATE	(8) BEGINNING OUTSTANDING BALANCE 7/1/2022	(9) (10) REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/24		(11) (9) + (10) 6/30/2024 TOTAL
								INTEREST PAYABLE	PRINCIPAL PAYABLE	
FUND:										
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
<b>TOTAL ALL DEBT SERVICE</b>			<b>\$0</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Nevada Connections Academy  
Renewal Budget

REPORT FOR ALL FUNDS		2023-2024	FROM DISTRICTS WITHIN NEVADA		FROM DISTRICTS OUTSIDE NEVADA	
			(1) TUIION	(2) TRANSPORTATION	(3) TUIION	(4) TRANSPORTATION
<b>REVENUES</b>	<b>Revenue CODES</b>		1310 NV Individual 1321 NV School Dist	1410 NV Individual 1421 NV School Dist	1310 Out-of-state Ind 1331 Out-of-state SD	1410 Out-of-state Ind 1431 Out-of-state SD
Nevada Individuals	1310/1410					
Nevada School Districts	1321/1421					
Out-of-state Individuals	1310/1410					
Out-of-State School Districts	1331/1431					
			\$0	\$0	\$0	\$0

EXPENDITURES		Object Codes	TO DISTRICTS WITHIN NEVADA		TO DISTRICTS OUTSIDE NEVADA	
			561	511	562	512
100 - Regular Programs						
200 - Special Programs						
300 - Vocational Programs						
400 - Other PK-12 Programs						
500 - Nonpublic Programs						
600 - Adult Programs						
<b>TOTALS</b>			\$0	\$0	\$0	\$0

Nevada Connections Academy

Budget Fiscal Year 2023-2024

**Nevada Connections Academy  
Renewal Budget**

(1) FUND TYPE	TRANSFERS IN		TRANSFERS OUT	
	(2) FROM FUND	(3) AMOUNT	(4) TO FUND	(5) AMOUNT
<b>GENERAL FUND</b>				
<b>SUBTOTAL</b>	0	0	0	0
<b>SPECIAL REVENUE FUNDS</b>				
<b>SUBTOTAL</b>	0	0	0	0
<b>TOTAL TRANSFERS</b>	0	0	0	0



School Name: Nevada Connections Academy

Budget: Renewal Budget

Select whether this budget is Tentative, Final or Amended from the drop down box in cell B2.

Projected Cash Flow

Projected Cash Flow

2023-2024	PROJECTED July	PROJECTED August	PROJECTED September	PROJECTED October	PROJECTED November	PROJECTED December	PROJECTED January	PROJECTED February	PROJECTED March	PROJECTED April	PROJECTED May	PROJECTED June	TOTAL PROJECTED BUDGET	TOTAL REVENUES FROM FORM 3	VARIANCE
<b>REVENUES</b>															
Basic Support / PCFP	561,487	561,487	561,487	561,487	561,487	561,487	561,487	561,487	561,487	561,487	561,487	561,487	6,737,841		
Charter Sponsorship Fee															
State Special Ed	30,079	30,079	30,079	30,079	30,079	30,079	30,079	30,079	30,079	30,079	30,079	30,079	360,944		
IDEA - Early Childhood (Part C)															
IDEA - Special Education (Part B)	9,322	9,322	9,322	9,322	9,322	9,322	9,322	9,322	9,322	9,322	9,322	9,322	111,863		
Title I	16,779	16,779	16,779	16,779	16,779	16,779	16,779	16,779	16,779	16,779	16,779	16,779	201,353		
Title II	3,946	3,946	3,946	3,946	3,946	3,946	3,946	3,946	3,946	3,946	3,946	3,946	47,357		
Title III															
Title IVA															
Pre K															
E-Rate Funds										3,000			3,000		
Gifted and Talented															
SPCSA Charter Loan															
ESSER	28,816	28,816	28,816	28,816	28,816	28,816	28,816	28,816	28,816	28,816	28,816	28,816	345,793		
CTE Funding	6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264	6,264	75,172		
Title IV	3,201	3,201	3,201	3,201	3,201	3,201	3,201	3,201	3,201	3,201	3,201	3,201	38,406		
Title I SIG	6,413	6,413	6,413	6,413	6,413	6,413	6,413	6,413	6,413	6,413	6,413	6,413	76,962		
<b>Total Revenues</b>	<b>666,308</b>	<b>666,308</b>	<b>666,308</b>	<b>666,308</b>	<b>666,308</b>	<b>666,308</b>	<b>666,308</b>	<b>666,308</b>	<b>666,308</b>	<b>669,308</b>	<b>666,308</b>	<b>666,308</b>	<b>7,998,691</b>		<b>7,998,691</b>
<b>Total Revenues Y-T-D</b>	<b>666,308</b>	<b>1,332,615</b>	<b>1,998,923</b>	<b>2,665,230</b>	<b>3,331,538</b>	<b>3,997,846</b>	<b>4,664,153</b>	<b>5,330,461</b>	<b>5,996,769</b>	<b>6,666,076</b>	<b>7,332,384</b>	<b>7,998,691</b>			
<b>Percent of Revenues Y-T-D</b>	<b>8.33 %</b>	<b>16.66 %</b>	<b>24.99 %</b>	<b>33.32 %</b>	<b>41.65 %</b>	<b>49.98 %</b>	<b>58.31 %</b>	<b>66.64 %</b>	<b>74.97 %</b>	<b>83.34 %</b>	<b>91.67 %</b>	<b>100.00 %</b>			
	PROJECTED July	PROJECTED August	PROJECTED September	PROJECTED October	PROJECTED November	PROJECTED December	PROJECTED January	PROJECTED February	PROJECTED March	PROJECTED April	PROJECTED May	PROJECTED June	TOTAL PROJECTED BUDGET	TOTAL EXPENSES From FORM 5	VARIANCE
<b>EXPENDITURES</b>															
Salaries	218,075	218,075	218,075	218,075	218,075	218,075	218,075	218,075	218,075	218,075	218,075	218,075	2,616,895		
Benefits	95,816	95,816	95,816	95,816	95,816	95,816	95,816	95,816	95,816	95,816	95,816	95,816	1,149,792		
Purchased Services	275,875	275,875	275,875	275,875	275,875	275,875	275,875	275,875	275,875	275,875	275,875	275,875	3,310,501		
Supplies	171,906	171,906	171,906	171,906	171,906	171,906	171,906	171,906	171,906	171,906	171,906	171,906	2,062,874		
Other															
<b>Total Expenditures</b>	<b>761,672</b>	<b>761,672</b>	<b>761,672</b>	<b>761,672</b>	<b>761,672</b>	<b>761,672</b>	<b>761,672</b>	<b>761,672</b>	<b>761,672</b>	<b>761,672</b>	<b>761,672</b>	<b>761,672</b>	<b>9,140,061</b>		<b>9,140,061</b>
<b>Total Expenditures Y-T-D</b>	<b>761,672</b>	<b>1,523,344</b>	<b>2,285,015</b>	<b>3,046,687</b>	<b>3,808,359</b>	<b>4,570,031</b>	<b>5,331,702</b>	<b>6,093,374</b>	<b>6,855,046</b>	<b>7,616,718</b>	<b>8,378,389</b>	<b>9,140,061</b>			
<b>Percent of Expenditures Y-T-D</b>	<b>8.33 %</b>	<b>16.67 %</b>	<b>25.00 %</b>	<b>33.33 %</b>	<b>41.67 %</b>	<b>50.00 %</b>	<b>58.33 %</b>	<b>66.67 %</b>	<b>75.00 %</b>	<b>83.33 %</b>	<b>91.67 %</b>	<b>100.00 %</b>			
<b>Net Change</b>	<b>(95,364)</b>	<b>(95,364)</b>	<b>(95,364)</b>	<b>(95,364)</b>	<b>(95,364)</b>	<b>(95,364)</b>	<b>(95,364)</b>	<b>(95,364)</b>	<b>(95,364)</b>	<b>(92,364)</b>	<b>(95,364)</b>	<b>(95,364)</b>	<b>(1,141,370)</b>		<b>(1,141,370)</b>
<b>Net Change Y-T-D</b>	<b>(95,364)</b>	<b>(190,728)</b>	<b>(286,092)</b>	<b>(381,457)</b>	<b>(476,821)</b>	<b>(572,185)</b>	<b>(667,549)</b>	<b>(762,913)</b>	<b>(858,277)</b>	<b>(950,641)</b>	<b>(1,046,006)</b>	<b>(1,141,370)</b>			
<b>Percent of Net Change Y-T-D</b>	<b>8.36 %</b>	<b>16.71 %</b>	<b>25.07 %</b>	<b>33.42 %</b>	<b>41.78 %</b>	<b>50.13 %</b>	<b>58.49 %</b>	<b>66.84 %</b>	<b>75.20 %</b>	<b>83.29 %</b>	<b>91.64 %</b>	<b>100.00 %</b>			

Projected Cash Balance

Projected Cash Balance

	PROJECTED July	PROJECTED August	PROJECTED September	PROJECTED October	PROJECTED November	PROJECTED December	PROJECTED January	PROJECTED February	PROJECTED March	PROJECTED April	PROJECTED May	PROJECTED June	TOTAL PROJECTED BUDGET
Net Change in Cash (F/B)	(95,364)	(95,364)	(95,364)	(95,364)	(95,364)	(95,364)	(95,364)	(95,364)	(95,364)	(92,364)	(95,364)	(95,364)	(1,141,370)
Begin Cash Balance(F/B)		(95,364)	(190,728)	(286,092)	(381,457)	(476,821)	(572,185)	(667,549)	(762,913)	(858,277)	(950,641)	(1,046,006)	
End Cash Balance (F/B)	(95,364)	(190,728)	(286,092)	(381,457)	(476,821)	(572,185)	(667,549)	(762,913)	(858,277)	(950,641)	(1,046,006)	(1,141,370)	(1,141,370)



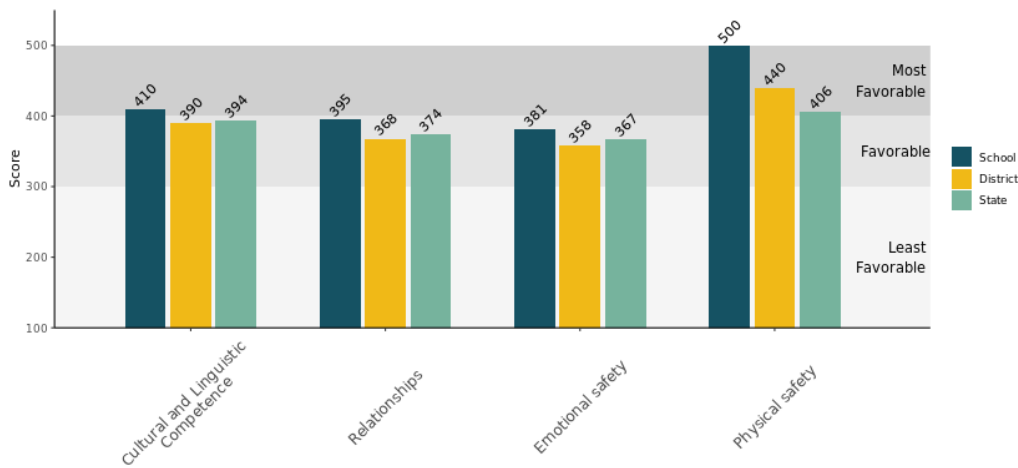
## 6. Additional Information from the Governing Board Supporting Renewal

### Social Emotional Learning Survey Results for NCA

The Nevada School Climate/Social Emotional Learning Survey (NV-SCSEL) is administered to students across Nevada to measure key school climate topics: Cultural and Linguistic Competence, Relationships, Emotional Safety, Physical Safety, as well as Social and Emotional Competencies. The NV-SCSEL surveys are aligned to performance-level benchmarks developed by the U.S. Department of Education.

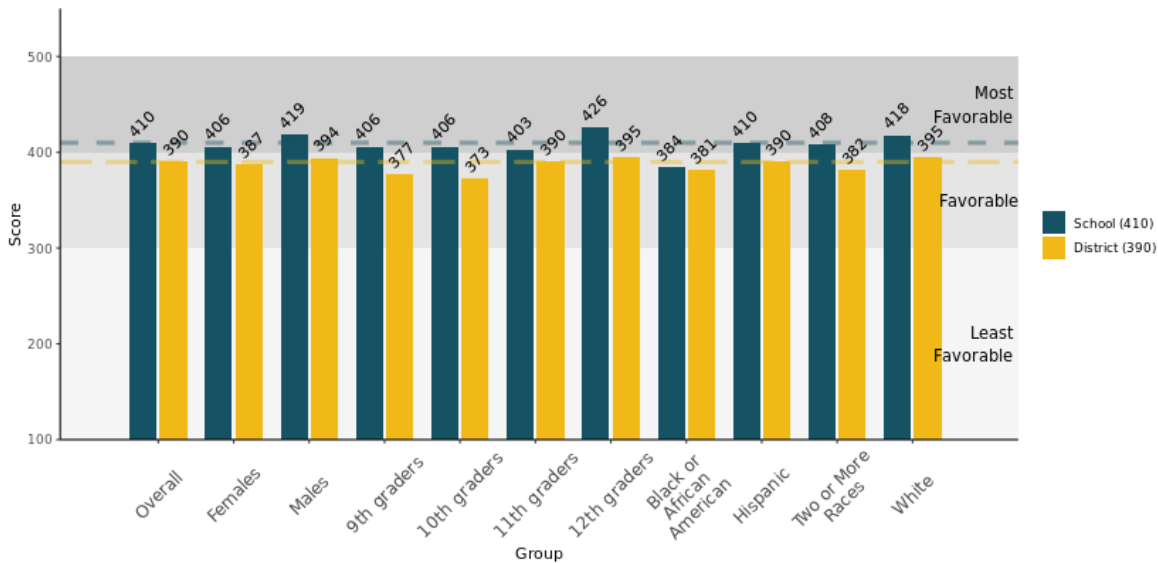
In 2020-2021, NCA students rated the school as favorable or most favorable in all areas and outperformed the average ratings for other NV state-sponsored charter schools and the state. Note that the charts below are from the Nevada Department of Education website (<https://reports.nevadaschoolclimate.org/>).

Figure 6. NV-SCSEL Survey Results for NCA



On cultural competence (see below), Black or African American, Hispanic, and multiracial students rated NCA more favorably than students at state-sponsored charter schools.

Figure 7. NV-SCSEL Survey Cultural Competence Results for NCA



NCA also outperformed matched peer schools using the Nevada Peer Matching Tool. The tool allows for the comparison of one school to a similar school based on %CCR Math and ELA proficient, 4-year graduation rates, and ethnicity.

**Figure 8. NV-SCSEL Peer Matching Survey Results for NCA**

Survey Scale	Your School	Peer Schools
Cultural and Linguistic Competence	410	399
Relationships	395	375
Emotional Safety	381	363
Physical Safety	500	441
Social and Emotional Competencies	73	72

Source: [Nevada state and district school climate survey data](#) (2020-21 school year)

### **Agenda and Draft Minutes of the Board Meeting**

As required in the 2022 Charter Renewal Application, prior to filing this renewal application we submitted in Epicenter the agenda and draft minutes for the meeting where the governing body voted to approve the submission of the renewal application.

# Appendices



## CONTENTS

As required with the Charter Renewal Application, the following information and documentation are provided in this attachment:

- [Appendix A: Restorative Discipline Plan](#)
- [Appendix B: Board Member Resumes](#)
- [Append C: Draft Statement of Agreement with the EMO for the Upcoming Term](#)

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**Appendix A:**  
**Restorative Discipline Plan**

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## NCA's Restorative Discipline Plan

This plan is subject to change as it will be reviewed on or before September 15th each year. The NCA Superintendent or Principal will collaborate with NCA staff, school administrators, teachers, and parents/caretaker(s) of students enrolled at NCA during the review process.

### Introduction

At NCA, maintaining a safe and productive learning environment for all students is a top priority. This is imperative to help students feel empowered, give them the opportunity to expand their knowledge and improve their skills that will aid them in meeting NCA's mission by the time they graduate from high school.

**NCA's Mission:** The mission of NCA is to help each student maximize their potential and meet the highest performance standards through a uniquely individualized learning program at our virtual school in Nevada.

It is for this reason that all students are expected to follow NCA policies and regulations. Students who disregard established policies, rules, or regulations are subject to disciplinary action. All students are expected to adhere to appropriate standards of conduct while participating in LiveLessons, communications via webmail or taking part in any school sponsored activity.

### Restorative Discipline Practices

Restorative discipline practices are strategies that use underlying principles of restorative justice instead of traditional punishment measures. Restorative discipline practices are implemented in schools across the state of Nevada to promote and support schools in building a positive, safe climate for all students and staff.

Restorative discipline practices represent positive steps forward in helping all students learn how to take ownership of their behaviors. They are designed to empower students to learn from their mistakes.

NCA will utilize restorative discipline practices for behaviors that fall under the following: **bullying, threats, extortion, violence, abuse, cheating and plagiarism**. The severity of the violation connected to one (or more) of the behaviors above will be determined by NCA Administration and the following steps will be followed:

## Violations

**First Violation:** The NCA Staff member who witnessed the violation will provide a written warning to the student describing the violation and expectations for appropriate behavior. The written warning will also be sent to the student's parent(s)/caretaker(s).

**Second Violation:** The NCA Staff member who witnessed the violation will follow the steps for the **First Violation** noted above. The involved student will also be required to participate in NCA's Truancy Diversion Program which will connect the student to an Education Advocate. The student will meet with the Education Advocate weekly to monitor progress, discuss behaviors and any other concerns noted in the written warning.

**Third Violation:** The NCA Staff member who witnessed the violation will refer student to NCA Administration. NCA Administration will hold a required conference with the student's parent(s)/caretaker(s) to discuss violations and the consequences of continued violations. Action steps will be set, a follow up meeting will be scheduled, and a review of action based on restorative justice will be provided.

**Continued Violations:** If a student continues to violate the code of conduct, they may be suspended for up to ten (10) days at the NCA Superintendent or Principals discretion. The suspension of up to an additional ten (10) days is at the discretion of the Discipline Committee. The NCA Superintendent or Principal will make a recommendation to the Board of Directors regarding long-term suspension, expulsion, or an alternative. The NCA Board of Directors will then make the determination of the student's standing at NCA.

Students, in accordance with Nevada law, will be deemed a habitual disciplinary problem if the student, on school property including within LiveLesson sessions or at a school related event or activity, threatens or extorts any other person, initiates more than one (1) fight or has a record of five (5) suspensions from the school for any reason. NCA will develop a Restorative Discipline Plan in consultation with the student and their parent(s)/caretaker(s) after the first suspension. The parent(s)/caretaker(s) may choose not to have the student participate in the Restorative Discipline Plan.

If deemed a habitual disciplinary problem, the student may be suspended from school as determined by the seriousness of violations which were the basis for discipline or expelled under extraordinary circumstances. A suspension may not exceed one (1) full semester.

A student who is identified as a continuing danger to other NCA students, NCA Staff, school property or is a continual disruption to the academic process, who is selling or distributing any controlled substance or who is found to be in possession of a dangerous weapon (as provided in NRS 392.466) may be removed from NCA, after the NCA Board has made a reasonable effort to complete a plan of action based on restorative disciplinary with the student in accordance with Nevada state law.

Students with special education accommodations who face suspension or expulsion will have circumstances reviewed by the NCA Board and action will be determined in compliance with IDEA.

### **Student Removal**

Per Nevada law a teacher or other staff member may temporarily remove a student from the class or the school premises and assign a temporary alternative placement if:

- The student has engaged in disruptive behavior that seriously disrupts the teacher's ability to teach;
- The student has engaged in disruptive behavior that seriously disrupts the other student's ability to learn.

If a student is removed from the class or the school premises the NCA Superintendent or Principal will provide an explanation of the removal and the duration of the removal to the student. The student will be provided an opportunity to respond to the explanation. The student's parent(s)/caretaker(s) will also be notified within twenty-four (24) hours of the removal of the student by the NCA Superintendent or Principal. Once the duration of their removal is complete the parent(s)/caretaker(s) will be notified that the student may return.

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**Appendix B:**  
**Board Member Resumes**

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**Scott Winslow Harrington, Board Chair & President**  
sharring@mac.com

**PROFESSIONAL EXPERIENCE**

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**2005 – Present**

*Nevada Center for Excellence in Disabilities (NCED), University of Nevada, Youth Transition Director*

**2008 – 2010**

*Consumer Direct Personal Care, Behavioral Consultant (Autism)*

**2005**

*Quality Behavioral Outcomes, Behavioral Treatments Director/ Research Coordinator*

**2004**

*Sierra Nevada Academy Charter School, Director of Behavioral Sciences*

**2003 – 2004**

*Sierra Nevada Academy Charter School, Math Teacher (Grades 5 – 8)*

**1999 - 2003**

*Sierra Nevada Academy Charter School, Director of Learning Resource Center*

**1999**

*The Wilson Group, Organizational Consultant*

**1998 – 1999**

*Sierra Developmental Center, Behavioral Consultant*

**1997 – 1999**

*Washoe County Unified School District, Behavioral Consultant*

**1996 - 1998**

*Independent Living Skills Training, CILA Project, University of Nevada, Project Supervisor*

**1994 – 1996**

*Washoe County Unified School District, Behavioral Consultant*

*S.T.E.P. Project, University of Nevada, Employment Supervisor Support*

*Stockton Unified School District, Behavioral Consultant (ADHD Specialist)*

**1993 - 1994**

*Bright House Board & Care, Community Re-Entry Program, Behavioral Specialist*

*Crisis Intervention Center (CIC) and Psychiatric Holding Facility (PHF), SJ County Mental Health, Mental Health Specialist*

**1991 - 1994**

*University of the Pacific's Behavior Medicine Clinic, ADHD Specialist*

**1991 – 1993**

*Eden Park Socialization Center, Community Re-Entry Program, Graduate Coordinator*

**1988 – 1990**

*Orange County Mental Health Association's Homeless Program, Intake staff*

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## **EDUCATION & CREDENTIAL**

### **University of Nevada**

*Ph.D., Psychology*

### **University of the Pacific**

*Master of Arts, Applied Behavior Analysis*

### **California State University**

*Bachelor of Arts, Applied Psychology*

### **Noteworthy Credentials**

- Membership in Professional Organizations
  - American Psychological Association (APA), Division 25
  - Association for Behavior Analysis (ABA): International and California Divisions
  - American Association on Intellectual and Developmental Disabilities (AAIDD: National and Region II)
- Graduate/Undergraduate Teaching Experience
  - Career & Community Life: Persons with Severe Disabilities (EDSP 720). Graduate course at the University of Nevada, College of Education-Education Specialties, Fall 2008-10

- *Transition for Students with Severe Disabilities*. Guest lecturer for EDS 720, Career and Community Life: Persons with Severe Disabilities, Fall 2005-07. University of Nevada, College of Education, Reno, NV
- *Experimental control in research designs*. Lecture for undergraduate class in Applied Behavior Analysis, University of Nevada, Reno, NV
- Field Experience in Behavior Analysis (PSY 440). Undergraduate course at the University of Nevada, College of Arts & Science, Psychology Department, Spring & Fall semesters 1996
- Professional Activities
  - College Readiness Research Committee, Washoe County School District and University of Nevada/Truckee Meadows Community College Collaborative. (2009-present)
  - School Review Subcommittee, Nevada Partnership for Inclusive Education (Northern NV-PIE). (2009-present)
  - Chair Elect & Board Member, Note-Ables Musical Group, Reno, NV (2009-present)
  - Member at Large, American Association on Intellectual and Developmental Disabilities (AAIDD) Region II (2008-present)
  - Co-Chairman, Disability Awareness Coalition, Reno, NV (2009-present)
  - Peer Review Panel, USDE, National Institute on Disability and Rehabilitation Research-NIDRR (2007-present)
  - Member, State of Nevada Autism Task Force, Transition, Employment, and Community Inclusion Subcommittee (2007-present)
  - Member, University of Nevada Intercultural Council, Disability Studies Subcommittee, (2007-present)
  - Committee Member, Employment Alternatives Committee, State of Nevada, Office of Disability Services (2007-2009)
  - Reading Liaison for Anderson Elementary School, Reno South Rotary (2007-present) Co-Chairman, Disability Awareness Coalition, Reno, NV (2006-2008)
  - Conference Co-Coordinator, Nevada National Service Summit, Nevada Commission for National & Community Service, Fallon, NV (April 2006)
  - *Member of the Year* selection committee, Nevada Commission for National & Community Service, Fallon, NV (April 2006)
  - Subcommittee Appointee, Interagency Advisory Board on Transition Services (ITAB), State of Nevada, Dept. of Health & Human Services, Office of Disability Services, (2005-present)
  - Member, Ad Hoc Committee on Performance Standards, Head Start Policy Council, Reno, NV (2004-2005)
  - Fatherhood Coordinator, Head Start Policy Council, Reno, NV (2004-2005)  
Fatherhood Coordinator, Early Head Start Policy Council, Reno, NV (2003-2004)

- Chairman, Early Head Start Policy Council, Early Head Start, Reno, NV (2003-2004) Chairman, Finance Committee, Early Head Start, Reno, NV (2002-2004)
- Treasurer, Early Head Start, Reno, NV (2002-2003)
- President, Sierra Nevada Academy Charter School, Reno, NV (1999-2000)
- Founding Board Member, Sierra Nevada Academy Charter School, Reno, NV (1999)
- Board Member, CHildren and Adults with Attention Deficit Disorder (CHADD), Reno, Nevada Chapter (1996-1999)
- Treasurer, Alliance for the Mentally Ill (AMI), San Joaquin County Chapter (1991-1993)
- Certifications & Licenses/ Honors
  - Board Certified Behavior Analyst (BCBA): Certification # 1-05-2260 (recertification June 2011)
  - Society for the Advancement of Behavior Analysis Student Presenter Grant Award (2005)
  - Psi Chi, California State University, Long Beach Chapter (December 1990)
- Grants (funded proposals; dollars/year)
  - Harrington, S. W. (2010). Nevada Employment Policy Summit Outcomes Workplan. Nevada Governor's Council on Developmental Disabilities, \$70,000., S.W. Harrington, Principal Investigator.
  - Cullinane, P., Harrington, S. W. (2010). WCSD Job Readiness Summer Camp. (Grant # 1QACMS030324/02). Center for Medicaid & Medicare, \$4,500., S.W. Harrington, Consultant.
  - Harrington, S. W. & Rock, S. (2009). Employment Summit 2010: A Blueprint for Change in Nevada. Nevada Governor's Council on Developmental Disabilities, \$98,880., S.W. Harrington, Principal Investigator.
  - Harrington, S. W. & Bryant, M. (2008). Statewide Assessment of Employment for People with Disabilities in Nevada. Nevada Department of Health and Human Services: Division of Health Care Financing & Policy (DHCFP), \$103,522., S.W. Harrington, Co-Investigator.
  - Bryant, M. & Harrington, S. W. (2008-2012). VISTA Youth Transition Project. Corporation for National and Community Service. \$120,000., S.W. Harrington, Co-Investigator.
  - Rock, S., Johnson, J., Harrington, S. W., McKinlay, G., Brancamp, T., Bryant, M. & Youngs, S. (2008-2012). Nevada University Center for Excellence in Developmental Disabilities. Administration on Developmental Disabilities, Department of Health and Human Services. \$520,000., S.W. Harrington, Co-Investigator.
  - Harrington, S. W., Bryant, M. H., & Johnson, J. J. (2006-2007). AmeriCorps Youth Transition Project (# 06AC059945). Corporation for National and Community Service. \$162,000., S.W. Harrington, Principle Investigator.

Bryant, M. H., Harrington, S. W. & Johnson, J. J. (2005). AmeriCorps Youth Transition Project Planning Grant (# 03AFHNV0010008). Corporation for National and Community Service. \$15,000., S.W. Harrington, Principle Investigator.

Harrington, S. & Regan, K. (2000-2002). Remedial Education Programs or Tutoring for Pupils to Reach Proficiency (Project # 01-26103433), Nevada Department of Education. \$8,000., S.W. Harrington, Principle Investigator.

Harrington, S. W. & Elkins, R. (1999-2002). Public Charter Schools program. (CFDA: 84.282). U.S. Department of Education, Elementary and Secondary Education: Public Charter Schools Program 1999-2002. \$150,000., S.W. Harrington, Principle Investigator.

- Publications (peer-refereed)

Dixon, M. R., Aban, I. B., Hayes, L. J., & Harrington, S. W. (1999). A regression model of subjective probability. *Psychological Reports, 84*, 399-403.

Wilder, D., Gonzales, D., Silva, J., Dixon, M., Harrington, S., & Williams, W. L. (1996). A Review of Psychological Consultation: Introduction to Theory and Practice. *Journal on Developmental Disabilities, 5*, 86-90.

Hannon, R., Adams, P., Harrington, S., Fries-Dias, C., & Gipson, M. T. (1995). Effects of brain injury and age on prospective memory self-rating and performance. *Rehabilitation Psychology, 40*, 289- 298.

Harrington, S. W., Noe, S., Frazer, N., Wagner, J., & Howells, G. N. (1994). Identification of attention problems using the WISC-III, the Gordon Diagnostic System, and various processing speed tasks. *Proceedings of the First Annual International Interdisciplinary Conference on Cognitive Assessment of Children and Youth in School and Clinical Settings*. Fort Worth: Cyberspace Publishing Company.

- Publications (non-refereed)

Harrington, S., Bryant, M., & Scott, L. (2009). Employment for Persons with Disabilities in Nevada. (Tech. Rep. No. 1). Reno, Nevada: Nevada Center for Excellence in Disabilities (UCEDD).

Harrington, S. W. (2009). Certification in Transition. *Nevada Access, 17, 1, 5*.

Harrington, S. W. (2009). Give it the old college try: An interview with Stephen Shumacher. *Nevada Access, 17, 1, 14*.

Harrington, S. W. (2009). Partnerships for success: Hall County and Barrow County, Georgia. *Nevada Access, 17, 1, 20*.

Harrington, S. W. (2008). Summary of best practices for youth and young adults with Autism in transition. *Recommendations from the Nevada Autism Task Force (ATF) Subcommittee on Transition, Employment, and Community Inclusion*.

Harrington, S. W. (2007). Best practices in community collaboration. *Nevada Access, 15, 22*.

- Harrington, S. W. (2004). *Effects of reinforcement schedules on intrinsic motivation and the over justification effect* (Doctoral dissertation, University of Nevada, Reno, 2004). Dissertation Abstracts International, B-66, 02.
- Harrington, S. W. (2004). *Conditioned taste aversion: A review of behavioral processes*. Unpublished manuscript, University of Nevada, Reno.
- Harrington, S. W. (2003). *Measuring hallucinations in the chronically mentally ill*. (Master's thesis, University of the Pacific, 2003). Masters Abstracts International, 42, 04.
- Workshops & In-service Trainings
    - Harrington, S. W. & Scott, L. (April 2009). *People First employment options: Getting paid for your passion*. Paper presented at the 2<sup>nd</sup> Annual People First of Nevada Conference, Reno, NV.
    - Harrington, S. (July 2008). *Customized Employment: Improving Employment Outcomes for People with Disabilities*. In-service Training for Nevada Partners in Policymaking, HealthInsight Community Room, Las Vegas, NV.
    - Harrington, S. W. (November 2007). *Transition for Persons with Significant Disabilities*. Keynote presentation for the American Association on Intellectual and Developmental Disabilities (AAIDD) Region II. Los Angeles, CA.
    - Harrington, S. W., Granata, D., Velazquez, M., & Berston, B. (April 2007). *Customized Employment: Improving Employment Outcomes for People with Disabilities*. In-service Training for Nevada Partners in Policymaking. Northeast Community Center, Reno, NV.
    - Harrington, S. W., Granata, D., Velazquez, M., & Berston, B. (April 2007). *Customized Employment: The Individualized Career Planning Model at UMRI*. In-service Training for Nevada Partners in Policymaking. Northeast Community Center, Reno, NV.
  - Invited Paper Presentations
    - Harrington, S. W. & Bryant, M. (March 2009). *Findings from the Statewide Assessment of Employment for People with Disabilities in Nevada*. Interagency Transition Advisory Board (ITAB) Meeting, Reno, NV.
    - Harrington, S. W. (February 2009). *Findings from the Statewide Assessment of Employment for People with Disabilities in Nevada*. Local Focus Group Meeting on Transition: Disability/Education/ Employment, Reno, NV.
    - Harrington, S. W. & Bryant, M. (February 2009). *Findings from the Statewide Assessment of Employment for People with Disabilities in Nevada*. Nevada Department of Health and Human Services: Division of Health Care Financing & Policy (DHCFP) Advisory Board Meeting, Reno, NV.
    - Harrington, S. W. (2008). *Statewide Assessment of Employment for People with Disabilities in Nevada*. Nevada Department of Health and Human Services: Division of Health Care Financing & Policy (DHCFP) Advisory Board Meeting, Las Vegas, NV.
    - Harrington, S. W. (2006). *AmeriCorps Youth Transition Project: Replicating an Innovative Model for Transitioning Students with Disabilities*. Invited presentation at the Nevada Department of Employment, Training and Rehabilitation (DETR), Reno, NV.

- Harrington, S. W. (2006). *AmeriCorps Youth Transition Project: Replicating an Innovative Model for Transitioning Students with Disabilities*. Invited presentation at the Sierra Developmental Center, Reno, NV.
- Harrington, S. W. (2002). *The effect of stachybotrys on Sierra Nevada Academy kindergarten attendance for years 2001-2002 and 2002-2003*. Invited presentation at the 2003 Sierra Nevada Academy Mold Meeting, Reno, NV.
- Harrington, S. W. (2002). *Behavior Management in the Classroom: Skills used with Regular and Special Education Students*. Invited paper presentation at the Nevada Charter School Conference, Reno, NV.
- Harrington, S. W. (2000). *Parent Satisfaction with Sierra Nevada Academy's Performance*. Invited paper presentation to the Board of Trustees, Sierra Nevada Academy, Reno, NV.
- Harrington, S. W. (1999). *Behavioral interventions at home and in school with ADHD children*. Invited paper presentation at the Reno Chapter ChADD, Reno, NV.
- Stark, R., Harrington, S., Gabbart, F., Moritz, M., Casper, T., Gunderson, R., & Mintz, C. (1999.) *Motivating tough students*. Invited presentation at the WCSD's "Institute Day," Reno, NV.
- Harrington, S. W. (1998). *Behavior analysis in the classroom*. Invited presentation at the Assessment in Classroom Settings Lecture, School of Education, University of Nevada, Reno, NV.
- Harrington, S. W., Gabbart, F., Stark, R., Moritz, M., & Gunderson, R. (1998). *Measurement in the Day Treatment Program*. Invited paper presentation at the School Counselors Training for Washoe County School District.
- Harrington, S. W. & Meyers, K. (1996). *Increasing communication patterns between ADHD adolescents and their parents*. Invited paper presentation at the Delta Valley ChADD conference, Stockton, CA.
- Selected Paper Presentations
    - Wallace, M., Mintz, C., & Harrington, S. (2006). *Evidence against the notion 'Punished by Rewards': A behavioral analytic analysis of the effects of reinforcement on intrinsically motivated behavior*. Paper presented at the California Association for Behavior Analysis, San Francisco, CA.
    - Harrington, S. W. & Hayes, S. C. (1997). Developmental contextualism: A comprehensive analysis. Presented in S. W. Harrington (Chair). *Philosophical and applied aspects of contextualism*. Symposium conducted at the International Association for Behavior Analysis, Chicago, IL.
    - Harrington, S. W. & Hayes, S. C. (1996). *Rule-following in children with attention problems: A historical analysis*. Paper presented at the International Association for Behavior Analysis, San Francisco, CA.
    - Harrington, S. W., Ruckstuhl, L. E., & Ghezzi, P. M. (1995). *PSI at UNR*. Paper presented at Northern California Association for Behavior Analysis, Oakland/Berkeley, CA.
    - Ruckstuhl, L. E., Harrington, S. W., MacLin, O., & Ghezzi, P. M. (1995). *Can we do this better: Traditional lecture versus PSI in an introductory psychology class*. Paper presented at Northern California Association for Behavior Analysis, Oakland/Berkeley, CA.

Harrington, S. W. (1993). *Behavior modification with attention deficit disordered children*. Paper presented at the meeting of Children and Adults with Attention Deficit Disorders (ChADD).

Harrington, S. W., Noe, S., Frazer, N., Wagner, J., & Howells, G. N. (1994). *Identification of attention problems using the WISC-III, the Gordon Diagnostic System, and various processing speed tasks*. Paper presented at the International Interdisciplinary Conference on Cognitive Assessment of Children and Youth in School and Clinical Settings, South Padre Island, TX.

Harrington, S. W. & Noe, S. (1993). *Vigilance and impulsivity in the differential diagnosis of ADHD versus oppositional/conduct disorders and dysthymia*. Paper presented at the meeting of outpatient children's services at San Joaquin County Mental Health, Stockton, CA.

Harrington, S. W. (1992). *Eden Park Center: A model for the development of social, recreational, health and leisure time skills*. Presented in M. P. Gipson (Chair). *Community re-entry program: A behavioral internship strategy delivers long-term advantages to the chronically M I while reducing mental health system costs*. Symposium conducted at Northern California Association for Behavior Analysis, Oakland/Berkeley, CA.

- Selected Poster Presentations

Vigil, D., Ganz, C., Green, K., McKinlay, G., & Harrington, S. W. (2008). *Autism outcome data in Nevada*. Poster presented at the Association for University Centers in Disabilities (AUCD) Annual Meeting and Conference, Washington, DC.

Cleveland, J., Najdowski, A. C., Wallace, M. D., Clark, K., & Harrington, S. W. (2003). *Treatment of disruption and off-task behavior within classrooms*. Poster presented at the International Association for Behavior Analysis, San Francisco, CA.

Burkholder, E., Dozier, C., Harrington, S., Harrison, C., Kellum, K., Nicolson, A., Patel, M. & Williams, W. L. (1998, June). *Process analysis of an undergraduate field experience course in behavior analysis*. Poster presented at the Nevada Conference on Organizational Change, Reno, NV.

Dixon, M. R, Dams, P. C., Pellicciarini-Hilton, J., Gonzales, D., & Harrington, S. W. (1997). *Enhancing educational and professional opportunities for behavior analysis students*. Poster presented at the International Association for Behavior Analysis, Chicago, IL.

Harrington, S. W. & Carr, J. E. (1997). *A revised methodology for evaluating the effectiveness of methylphenidate on the behaviors of children with attention-related disorders*. Poster presented at the International Association for Behavior Analysis, Chicago, IL

Browning, H., Harrington, S. W. & Schock, K. (1997). *Behavioral interventions to reduce voluntary falling in a schizophrenic male*. Poster presented at the Northern California Association for Behavior Analysis, Oakland/Berkeley, CA.

Wilder, D. A., Harrington, S. W., Drake, A., & Ghezzi, P. M. (1997). *The effect of the provision of test items in a PSI taught college course*. Poster presented at the Northern California Association for Behavior Analysis, Oakland/Berkeley, CA.

Harrison, C., Nichols, S., & Harrington, S. W. (1997). *Effects of public posting and textual reinforcement on elementary school teachers' compliance*. Poster presented at the Northern California Association for Behavior Analysis, Oakland/Berkeley, CA.



- Nichols, S., Harrison, C., & Harrington, S. W. (1997). *The role of self-management in chronic asthma: A case study*. Poster presented at the Northern California Association for Behavior Analysis, Oakland/Berkeley, CA.
- Harrington, S. W., McCloskey, P. W., Clayton, M. C., & Ghezzi, P. M. (1996). *The effects of quiz-item sequence difficulty on student performance in a PSI course in introductory psychology*. Poster presented at the International Association for Behavior Analysis, Oakland/Berkeley, CA.
- Harrington, S. W., McCloskey, P. W., Harrison, C., & Williams, W. L. (1996). *Successful supported employment: A model program at the University of Nevada*. Poster presented at the International Association for Behavior Analysis, Oakland/Berkeley, CA.
- McCloskey, P. W., Nichols, S., & Harrington, S. W. (1996). *Utilization of visual prompts to increase on-task behavior in a supported employment environment*. Poster presented at the International Association for Behavior Analysis, Oakland/Berkeley, CA.
- Meyers, K. S., Howells, G. N., & Harrington, S. W. (1995). *What we as psychologists are not measuring in ADHD*. Poster presented at the Western Psychological Association, Los Angeles, CA.
- Rehfeldt, R. A., Dixon, M. R., Harrington, S. W., Steinagle, R., Boylan, E., Collier, C., Yeater, E., Ponce, A., & Hayes, L. J. (1995). *Service outcomes of a supported employment project*. Poster presented at the International Association for Behavior Analysis, Washington D. C.
- Harrington, S. W. McCloskey, P. W., & Hayes, L. J. (1995). *Increasing natural supports in a supported employment environment*. Poster presented at the Northern California Association for Behavior Analysis, Oakland/Berkeley, CA
- Harrington, S. W. & Hayes, L. J. (1995). *Teaching undergraduates the foundations of data collection*. Poster presented at the Northern California Association for Behavior Analysis, Oakland/Berkeley, CA.
- Harrington, S. W., Meyers, K. S., & Howells, G. N. (1994). *An ADHD in-service training program utilizing applied behavior analysis principles*. Poster presented at the Berkshire Conference on Behavior Analysis and Therapy, Amherst, MA.
- Harrington, S. W., Schock, K., Noe, S., Bryson, C., Ireland, S., Rodriguez, L., Desiak, G., & Gipson, M. T. (1994). *Implementing a non-smoking policy with the chronically mentally disabled*. Poster presented at meeting of the Western Psychological Association, Hilo, HI.
- Hannon, R., Adams, P., Harrington, S., Fries-Dias, C., & Gipson, M. T. (1993). *Prospective memory self-rating and performance in younger, older, and brain-injured adults*. Poster presented at the meeting of the Western Psychological Association, Phoenix, AZ.

## Thomas Prutzman, Board Treasurer

### PROFESSIONAL EXPERIENCE

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#### 2006 – Present

##### ***Prutzman Wealth Management, President***

- Manages more than one hundred 401k retirement plans
- Provides financial planning to over 2,000 participants

#### 1997 – 2006

##### ***Morgan Stanley, Associate Vice President***

- Successfully managed accounts through the dot-com era
- Advised accounts to over \$1.5 billion in assets

### EDUCATION & CREDENTIAL

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#### **Cornell University**

*Bachelor of Science, Finance and Business Management*

#### Noteworthy Credentials

- Fields of study include marketing, finance, accounting, and human resources

**Jamie Castle, Board Member**  
yosephah@gmail.com

**PROFESSIONAL EXPERIENCE**

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**2015 – Present**

***Nevada Connections Academy Charter School, Educator***

- Serves as 1<sup>st</sup> grade teacher
- Coordinates Measures of Academic Process
- Serves as Assistant Testing Coordinator/ Lead for ACT, SBAC, and EOC exams
- Mentors teachers
- Assists with website development

**2013 – 2015**

***Carson Montessori Charter School, Educator***

- Served as 2<sup>nd</sup> grade teacher 2013 - 2015
- Served as long term substitute for 1<sup>st</sup> grade in 2013

**2005**

***Carson City School District, Substitute Teacher***

- Served as substitute teacher

**1998 – 2004**

***Clark County School District, Educator***

- Served as Literacy Specialist at Bruner Elementary School
- Served as 3<sup>rd</sup> grade teacher at Bruner Elementary School
- Served as kindergarten teacher at Antonello Elementary School and Bruner Elementary School

**EDUCATION & CREDENTIAL**

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**Eastern Washington University**

*Bachelor of Arts, Reading Education with Minor in Math*

**Spokane Falls Community College**

*Associate of Arts*

## Noteworthy Credentials

- K- 8 Teaching License
- Crisis Prevention Intervention
- Trauma Informed Schools
- Noteworthy college credits: CDL Plain Talk -Literacy and Learning Conference, Mathematics in a PLC at Work - Grades K-5 – CEU, Teaching K-12 through Technology, Power Point Pizzazz, Weather in Education, TESL - Assessment of Limited-English-Proficient Students, TESL - Methods for English as a Second Language, TESL- School, Community and Culture
- Professional Development Experiences: Read by Grade 3 Share Fair, Math We Got this 1 and 2, Reading Activities, National Charter School Convention, iNACOL, Hyper Studio in the classroom, Interact Online, Inspirations, Fostering Literate Communities, Minerals in Society, MARS math assessments, Facilitating and participating in a MACE study group integrating FOSS kits in the classroom
- Community Volunteer Experiences: Children’s Museum of Northern Nevada Governing Board (volunteer, governing the museum, and currently serve as president since 2009), Nevada Connections Academy Governing Board (Founding Member; president for 6 years; vice-president for 1 year); Lakeland Village College in Residence Volunteer Program (completed over 1000 hours of service to the clients of Lakeland Village Developmentally Disabled Community)

**Kimberly C. Stephens, Board Member**  
kacstephens1@aol.com

**PROFESSIONAL EXPERIENCE**

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**2018 – Present**

***Bank of Nevada-Las Vegas, Vice President Sr Commercial Lender***

- Solicits and interviews commercial loan prospects to meet client and bank financial goals
- Reviews franchise agreements when applicable to loan request
- Consistently reviews of FranchiseDirect.com for franchise news, reports, and trends
- Engages in business development activities and solicitation of new business based on target markets
- Develops and maintains customer data base including calls and results on all new business relationships; provides reports to superiors as requested/required
- Performs basic pre-qualification assessment and analysis of financial condition and risk of financing requests within framework of bank credit culture and current economic and industry trends
- Consults with bank credit administration about changes in credit policies, credit lines, standards and procedures to maintain bank performance standards on all applicants
- Effectively manages loan ticklers and covenants to ensure loan compliance
- Proactively advises clients of applicable loan products/solutions and acceptable structure
- Partners with bank Relationship Managers to expand client base and grow existing portfolios
- Represents the bank in various community and civic reinvestment functions to further enhance the Bank's image and develop additional business; assists the bank in establishing and maintaining market position in the financing arena

**2014 – 2018**

***Regions Bank-Houston, Vice President Commercial Lender III – Team Lead***

- Investigated and developed bank lending profile and loan products for “Allstate Insurance” bank financing to compete with All State Bank, Oak Street and PPC
- Assisted with bank development of loan products/procedures to finance Primrose Early Development schools
- Reviewed franchise agreements when applicable to loan request
- Consistently reviewed FranchiseDirect.com for franchise news, reports, and trends to stay on top of expansions, success and default rates on specific franchises
- Engaged in business development activities and solicitation of new business based on target market
- Developed and maintained customer data base including calls and results on all new business relationships; provided reports to superiors as requested/required

- Performed pre-qualification assessment and analysis of financial condition and risk of financing requests within framework of bank credit culture and current economic and industry trends
- Consulted with bank credit administration about changes in credit policies, credit lines, standards and procedures to maintain bank performance standards on all applicants
- Compiled preliminary loan presentation to remit to underwriting for complete credit analysis
- Effectively managed loan ticklers and covenants to ensure loan compliance
- Proactively advised clients of applicable loan products/solutions and acceptable structure
- Partnered with bank Relationship Managers to expand client base and grow existing portfolio
- Identified, prioritized, and developed relationship strategy for high value retention, expansion, and acquisition of clients and/or prospects
- Designated #1 Loan Officer based on Percentage of Loan Goals for the entire bank in 2015
- Managed a Portfolio of \$62MM; personally developed \$30MM from scratch
- Served as Assistant Manager of 8 commercial lenders on the team
  - Interviewed, coached, and trained new commercial lenders
  - Assisted team members with complex account relationships, marketing strategies, prospecting
  - Shadowed new lenders on outside sales calls to solicit new business

## 2013 – 2014

### ***Wells Fargo Bank-Houston, Vice President Commercial Lender III***

- Managed, retained, and deepened portfolio of business clients in stable/mature stage with annual revenue greater than \$5 million
- Provided business deposit and cash management solutions to all existing clients and prospects
- Produced \$40MM in new loans- C & I and CRE in year 1
- Actively recruited clients with revenues between \$10MM and \$100MM
- Maintained portfolio to ensure loans remained in compliance with all covenants and bank policies
- Compiled, reviewed, and underwrote loan request in credit proposal system (Athena Blast) for credit approval by area credit officer
- Coordinated processing of approved loans; ensured loans were processed according to agreement, customer needs, and conforming to bank lending policies and approval
- Collected all information necessary to present financing request to senior management and/or loan committee for approval
- Served as a risk management leader; in-depth understanding of managing risks in business, adhering to policies, procedures, and controls to ensure compliance with applicable bank laws, rules & regulations

### 2011 – 2013

#### ***Business First Bank-Baton Rouge, Vice President Commercial Lender III***

- Proactively developed and expanded commercial loan portfolio
- Produced \$15-20MM in loans from 2011-2013
- Collected, reviewed, and analyzed client and potential client financials for loan opportunities
- Maintained and established professional business relationships with customers and potential clients
- Planned, developed, and implemented effective marketing strategies
- Coached, monitored, and directed assistants and employees in my area concerning marketing strategies
- Conducted employee performance meetings and implemented disciplinary actions accordingly

### 2008 – 2011

#### ***MidSouth Bank-Baton Rouge, Vice President Commercial Lender II***

- Proactively developed and expanded commercial relationships in a new market
- Built \$30MM portfolio from scratch in year 1
- Produced \$12MM-20MM in new loans consistently from 2008-2011
- Collected, reviewed, and analyzed client and potential client financials for loan opportunities
- Maintained and established professional business relationships with customers and potential clients
- Planned, developed, and implemented effective marketing strategies
- Coached, monitored, and directed assistants and employees in my area concerning marketing techniques

### 2004 – 2006

#### ***First Bank-New Orleans, Business Banking***

### 2000 – 2004

#### ***Wells Fargo-Houston, Business Banking***

### 1991 – 2000

#### ***First Interstate Bank - Las Vegas, Business Banking***

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## EDUCATION & CREDENTIAL

### **Duke Sanford School of Public Policy**

*Louisiana Effective Leadership Fellow (LaELP)*

**College of Commercial Credit**

*Wells Fargo Bank*

**Louisiana State University – Baton Rouge**

*Bachelor of Science, Business Administration*

**Louisiana State University - Alexandria**

*Associate of Business Management*

**Noteworthy Activities**

- Western Alliance Juris Team Member 2018-Present
- WAL's Women's Alliance- 2018 Present
- Professional Women's Network of Houston-Vice President, 2017
- Board of Governors of Beta Gamma Sigma Honoree April 27, 2012
- Gala on The Bluff- Committee Chair 2013
- Gala on The Bluff- Committee Member 2009-2012
- Liturgical Minister-Catholic Church 2001-Present



**Christine Williams, Board Member**  
Williams2665@gmail.com

**PROFESSIONAL EXPERIENCE**

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**2018 – Present**

**Walmart, Apparel Processor**

- Serves in the roles of stocker, cashier, and processor
- Works with Softline goods

**1999 – 2011**

**Grand Sierra Resort and Casino, Room Service Runner**

- Served in the roles of cashier, prep cook, waitress, and busser

**1997 – 1999**

**Target Corporation, Employee**

- Worked with hardline and Softline goods
- Unloaded trucks
- Served as cashier
- Served as a back-room stocker

**EDUCATION & CREDENTIAL**

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**Truckee Meadows Community College**

*Certificate of Achievement of Plant Operator, 2014*

*Currently pursuing Associate Degree of Applied Science in Geothermal Energy*

**Noteworthy Certifications and Skills**

- OSHA 10
- Alcohol Awareness Card Holder
- Microsoft Office Training
- Information Services
- Able to troubleshoot circuits, industrial controls, motor circuits, control circuits, and repair, build and operate computers

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**Appendix C:**

**Draft Statement of Agreement with the EMO for the Upcoming Term**

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**CONNECTIONS ACADEMY OF NEVADA, LLC**  
**VIRTUAL LEARNING PROGRAMS**  
**STATEMENT OF AGREEMENT**

**Customer Name: Nevada Connections Academy**

**Contact Person: Dr. Scott Harington, Board Chair**

**Phone Number: (775) 560-0135**

**Email Address: sharring@me.com**

**Effective Date: July 1, 2023**

**Expiration Date: June 30, 2027**

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1. **Background Information.** Nevada Connections Academy (“Customer”) is contracting with Connections Academy of Nevada, LLC (“Connections”) to receive access to certain virtual education products through Connections’ education management system (“EMS”), along with associated support services, as more fully set forth in the attached Schedules (collectively “the Education Program”). Customer and Connections together are sometimes collectively referred to herein as Parties and individually as a Party. The Parties’ rights and responsibilities are set forth in the schedules attached hereto and incorporated herein by reference, and for the convenience of the Parties are organized as set forth below. Upon mutual written agreement of the Parties, schedules can be amended or restated without amending or restating the remainder of the schedules or this cover page.
  2. **Term.** This Agreement will commence on July 1, 2023 and expire on June 30, 2027 (the “Term”). In the event the Parties determine to negotiate a continuation of their relationship beyond the expiration date, and such renewal negotiations continue beyond the expiration date, such that Connections continues to provide services consistent with its obligations set forth in this Agreement, without a renewal agreement being executed, except as otherwise prohibited by Nevada law, the terms and conditions of this Agreement shall continue to govern the relationship of the parties until such time as the parties: (i) execute a new agreement; or (ii) one party provides the other party with notice of its intent to terminate the Parties’ relationship without a new agreement being executed. If the notice of intent to terminate the Parties’ relationship without executing a renewal agreement occurs on a date two weeks prior to, on or after the start of an Academic Year, then the notice of intent to terminate shall take effect at the close of that Academic Year.
  3. **Connections Rights and Responsibilities.**
    - a. Provision of the Education Program, described on Schedule 1;
    - b. Provision of Special Education Services, described on Schedule 2;
    - c. Provision of Employment and Staffing, described on Schedule 3;
    - d. Provision of Human Resources Services, described on Schedule 4

- e. Provision of Partner School Leadership Team Services and Program Management Services, described on Schedule 5.
- f. Provision of Enrollment, Academic Placement and Public Information Campaign services, described on Schedule 6;
- g. Provision of Student Record Services, described on Schedule 7;
- h. Provision of Technology and Facility Services, described on Schedule 8;

4. **Customer Responsibilities.**

- a. Customer shall at all times relevant hereto maintain direct control of educational services, financial decisions, the appointment of members of the governing body, and the hiring and dismissal of staff employed by the School;
- a. All responsibilities not specifically delegated to Connections are the responsibility of Customer and are generally organized for Customer’s convenience in Schedule 10, with additional references to Customer’s responsibilities in other attached schedules.

5. **Additional Schedules.**

- a. Collection of Funds, Pricing and Payment Terms, described on Schedule 9;
- b. Insurance Policies, described on Schedule 11;
- c. Notice Information, described on Schedule 12;
- d. Legal Terms, described on Schedule 13;
- e. Index of Defined Terms, described on Schedule 14.

This Agreement, including the attached Schedules, comprises the entirety of the Parties’ agreement.

Agreed to by:

**Connections Academy of Nevada, LLC**

**Nevada Connections Academy**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule 1

### Education Program

1. **Curriculum**. Connections will provide the Education Program for those grades the Customer serves pursuant to the terms of its Charter, which includes educational content and materials delivered primarily through the internet and other electronic means (“Curriculum”) which, when supplemented with Teacher provided additions and modifications, meets the State standards. The Curriculum includes:
  - a. Connections standard Course offerings, access to teacher-directed extended learning activities, non-School directed extracurricular activities, and other special events.
  - b. Access to ready to learn and learning to learn resources, professional development/training and assessment tools.
  - c. A license to use Connections’ standard instructional materials (“Instructional Materials”). Instructional Materials will be provided in compliance with Students’ individualized education plan (“IEP”) or 504 Plan when available.
  - d. Connections may offer additional programs at the School such as Career Technical Education, STEM, Dual Credit, extended year and accelerated options to the extent permitted by State law, enrollment demand, and programmatic considerations. For no additional fee, the School and Connections have agreed to partner to implement a CTE education program using Connections’ existing standard curriculum offering that aligns with State standards. Any requested modifications/additions to or deviations from the standard curriculum offering may result in the assessment of an increased fee, which increased fee will be agreed to in writing by the Parties prior to implementation of any such modification/addition/deviation.
  - e. To the extent reasonably possible and so long as within the existing capability of the scope of products and services provided as part of the Education Program, provide services and accommodations for assessments, instructional approach and/or lesson presentation to meet individual needs of a Student to the extent documented on an IEP or 504 plan and provided to Pearson.
  - f. Provide logistic services in connection with the Connections provided physical Curriculum materials, including procurement, contracting, storage, fulfillment, and other services required to obtain, deliver, collect and warehouse these materials.
2. **EMS Access**. Connections grants Customer a license for the duration of the Term to access and use Connections’ proprietary technology platform (the “EMS”), so that Students, Caretakers of Students, Learning Coaches, Teachers and Administrative Staff have access to the Education Program.
3. **Personalized Learning Plan Protocol**. Provide Teachers with resources and assistance designed to enhance their effectiveness in creating a Personalized Learning Plan (“PLP”) for

each Student, as required to meet or exceed any educational standards established by the State or otherwise required by the Charter.

4. **Testing:** Connections shall notify all Students of their obligation to participate in State standardized tests and support the School as is necessary for the delivery of such tests including, but not limited to: testing facilities, appropriate assessment technology and the monitoring of testing participation. Assessments: Connections will support the annual administration of assessments to Students to gauge mastery of core concepts and readiness for the State of Nevada’s assessments including: (a) a placement evaluation, as needed; (b) other quantitative and qualitative assessments that will vary based on the grade and the Student’s progress as shall be mutually agreed upon by the school and Connections; and (c) Progress Reports available in real time. Individual Student assessment information will be accessible to designated NCA personnel through the EMS.
5. **Training.**
  - a. Provide Customer and Instructional Staff with necessary training on Connections’ protocols and continuing professional development and other related training, leadership development and peer to peer networking opportunities (collectively “Training”) that support the School’s mission and delivery of the Education Program, access to ready to learn and learning to learn training resources and which will allow the respective School Staff to comply with applicable laws that specify Training requirements.
  - b. Provide training and support programs and materials to Students, Learning Coaches, Caretakers and community coordinators on the Curriculum, use of the EMS, various Connections policies and procedures, and other topics relevant to successfully engaging the Education Program.
  - c. All costs associated with such Training shall be the responsibility of Connections, including related travel, housing, meal and hospitality costs, except to the extent Connections notifies the School at least three months prior to the Training opportunity of those costs the School will be required to cover. Connections’ sponsored training will be for the purpose of supporting the Charter School’s education mission and other related official school business.
6. **NCAA.** So long as the School meets the Connections NCAA criteria and agrees to deliver courses and instruction in compliance with the NCAA Guidelines for Connections Academy Schools (both criteria and Guidelines found here: <https://www.connexus.com/library/launch.aspx?id=80237>), the School will be included in the Connections Academy “district” for NCAA purposes at no additional fee, which will entitle Students to receive access to high school courses that meet the NCAA Eligibility.
7. **Public Website.** Maintain a public web site on behalf of the School that will contain or link to any information required by applicable law. The web site, its design, layout, metadata and non-School specific content and data analytics is the exclusive property of Connections.
8. **Health and Safety.** Assist the Customer in the development of training and policies related to the following standards regarding health and safety:
  - a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring, as required by state law;

- b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco in school operated facilities or at school sponsored events;
  - c. Adopting policies prohibiting bullying, sexual harassment, harassment, and other social behaviors prohibited under applicable law; and
  - d. Complying with all state immunization law.
9. **Counseling and Related Services.** Provide services to support, monitor, and train the School in its provision of academic counseling, social/emotional counseling, college and career counseling, as well as completion of counseling tasks (transcription, AP exam scheduling, graduation counseling, etc.) and other related services to Students, including assisting in the development of protocols and providing consultative support in connection with the protocols.
  10. **Additional Programs.** Make available additional programs such as Career Technical Education, STEM, extended year and accelerated options to the extent permitted by State law, and taking into consideration enrollment demand, funding availability, and other programmatic considerations Connections deems relevant in determining the feasibility of implementing such programs.
  11. **Facilitation of Customer Oversight Responsibilities.** Pursuant to the terms of this Agreement, and as a part of the Connections fee for the Education Program and Connections responsibilities, Connections shall make key personnel reasonably available for advisement and consultation with Customer's representatives who are responsible for managing or overseeing the Education Program. Except to the extent otherwise agreed, all costs, including reasonable hospitality related expenses, incurred in connection with Program Oversight, shall be paid out of the fee for Educational Services paid to Connections and, therefore, Customer shall not be separately assessed for any costs incurred by Connections in connection with its Program Oversight related responsibilities outlined in this Section.
  12. **Periodic Review.** Connections has invested substantial money and resources in developing a nationally recognized virtual education program under the "Connections Academy" brand and it has an inherent interest in protecting the goodwill generated in connection therewith and the academic integrity of the Education Program. The Parties also recognize that the Customer has a vested interest in Connections protecting such goodwill, as well as the academic integrity of the Education Program in connection with the School's mission to advance the education interests of its Students. Accordingly, subject to applicable federal and state laws, Connections is hereby obligated and authorized to perform ongoing and periodic reviews of School records documenting the manner in which the Education Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers and to report to the Customer, Administrative Staff and/or Teachers any deviations from established Connections policies, procedures and protocols, federal or state legal requirements, or established best practices, or other deficiencies Connections takes note of in connection with such ongoing or periodic review.

## Schedule 2

### Special Education Services

1. The Education Program shall comply with the requirements of the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), 20 U.S.C. §§ 1400-1482; Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794; the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101–12213; and any and all state and federal regulations promulgated in connection therewith.
2. Connections will:
  - a. Develop and implement the Special Education Protocols that will govern the manner in which Special Education Services are provided and which shall be in compliance with federal and state special education regulations and statutes;
  - b. Implement and deliver the following services in support of the Special Education Services provided by the School, including but not limited to:
    - i. Provide periodic compliance assessments to the Customer of the School's delivery of Special Education Services;
    - ii. Support the School with ongoing professional learning and monitoring in the areas of special education, Section 504, English Learner (“EL”) and gifted;
    - iii. Meet, at a minimum, once per month with the School’s Special Education Director or School leadership members, as applicable;
    - iv. Monitor the implementation of the Special Education Protocols as well as compliance with EL federal and state requirements;
    - v. Provide data support in connection with the State specific Special Education reporting systems;
  - c. Provide assistive technology for eligible students;
  - d. Provide oral and written English translations for limited English proficient caretakers in their native language in accordance with state and federal law;
  - e. Contract directly with related service providers for therapies, evaluations, closed captioning, consulting for vision and hearing impaired and pay invoices for all such services.
3. Adoption of and Compliance with Special Education Protocols. The School will adopt the Special Education Protocols. In consultation with Connections, the Special Education Protocols will be subject to review and revision from time to time throughout the Term, and all modifications to the Special Education Protocols are subject to Pearson’s approval. The Special Education Director will fully and consistently implement such Special Education Protocols in the provision of Special Education Services and will accept guidance from Connections with respect to providing Special Needs Students with a free and appropriate public education (“FAPE”).



### Schedule 3

#### **Employment and Staffing** **Administrative Staff and Customer Staff**

##### 1. **Instructional Staff.**

- a. The Customer is the employer of the Instructional Staff.
- b. For each year of the Term, by December 31 immediately preceding the Academic Year at issue, the Customer shall notify Connections of any recommended modifications to the then current staffing plan it would like to discuss. The parties shall then establish a timeline to meet and discuss the suggested changes, as well as possible operations and fiscal impact. In addition, throughout the Term and on an as needed basis, the Customer shall consult with Connections determining such matters as composition of Instructional Staff and their respective job responsibilities; impact on the school budget; and Instructional Staff job performance related matters such as job descriptions and performance evaluations.
- c. The Lead School Administrator who shall be employed by Connections as further discussed below, shall be responsible, in consultation with the School's Academic Success Partner, for assigning, supervising, evaluating, and disciplining Instructional Staff, and for recommending to the Customer the hiring and dismissal of Teachers. The Lead School Administrator shall carry out his/her delegated responsibilities in accordance with the law, the Charter, School-adopted policies and procedures and Connections processes and protocols.
- d. In circumstances where there is a vacancy or the School's enrollment is insufficient to support one or more full-time Instructional Staff positions, and to the extent permitted by the law of the state, Connections may utilize the services of qualified educators from Connections until such time as the relevant vacant position is filled or there are sufficient number of Students to support a particular full-time position, respectively.
- e. Connections shall have the right to request in writing ("Instructional Staff Notice") that the Customer replace any member of Instructional Staff in the event that Connections determines a particular Instructional Staff member's job performance does not meet the Connections Academy standards, is negatively impacting the School's overall performance, or is otherwise creating an unacceptable reputational risk to the Connections Academy brand. In the event that the Customer does not comply with Connections' request, the Customer shall have thirty (30) days to develop an Instructional Staff Improvement Plan that fully and consistently addresses Connections' concerns raised in the Instructional Staff Notice ("Instructional Staff Improvement Plan"). The Instructional Staff Improvement Plan shall be developed in consultation with and is subject to the written approval of Connections. It is the Customer's responsibility to require full and consistent implementation of all Instructional Staff Improvement Plans.

##### 2. **Administrative Staff.**

- a. Connections is the employer of all Administrative Staff.

- b. The Lead School Administrator shall be responsible for assuring the delivery of the Educational Services. The Customer Staff shall report to the Lead School Administrator or such individual as shall have been designated by him or her, and the Lead School Administrator shall work collaboratively with the Academic Success Partner, or his/her designee, who will provide day-to-day direction to the Lead School Administrator, all under the oversight of the Customer. The Lead School Administrator shall comply with Connections practices and protocols in the delivery of the Educational Services and shall report to Connections as to the operations of the School.
  - c. Customer Directed Action. The Customer may, at any time, request that the Lead School Administrator, supported by Connections' human resource support services, promptly instruct the relevant direct manager to commence an investigation into and take action to address any complaints or concerns regarding the performance or conduct of any Teacher or other member of the Administrative Staff. The Lead School Administrator shall ensure that a prompt report is made to the Customer on any and all actions taken in response to such a request. The Customer may inform the Lead School Administrator of its intent to remove or replace a Teacher and specify the time and manner in doing so. The Lead School Administrator shall reasonably and promptly respond to such instruction upon receipt of written notice from the Customer. Any such written notice shall set forth the basis on which the Customer is relying, in requiring any Teacher removals or requesting removal of a member of the Administrative Staff. Similarly, the Customer may, at any time, raise to the Academic Success Partner any matters of concern related to the Lead School Administrator, and the Academic Success Partner shall reasonably and promptly respond to expressions of concern upon receipt of written notice from the Customer. Any such written notice shall set forth the basis on which the Customer is relying in raising such concerns to the Academic Success Partner. If Connections has a concern about the legality of any Customer action (including what Connections believes is a failure to act), in connection with the removal of a Teacher, Connections may refer the matter to the Customer's counsel of record for review and analysis.
3. Administrative Staff and Instructional Staff may be full-time dedicated resources to the School or part-time resources, including possible third-party contractors, based on the School's enrollment and other factors.
  4. The Administrative Staff and Instructional Staff shall be licensed and/or credentialed in accordance with Applicable Law.
  5. Connections will notify the Customer as soon as is practicable of any Administrative Staff or Instructional Staff member who Connections learns has been convicted of a felony or misdemeanor involving a crime of moral turpitude.

## Schedule 4

### Human Resources and Compliance Services

#### 1. Human Resources Services

- a. Provide talent acquisition, employee relations, employee engagement, state reporting support, communication services, compensation, and compliance services including credential/clearance compliance and required HR business insurances for all Customer hired staff.

#### 2. Payroll Administration

- a. Process payroll including the calculations of necessary teacher pro-rations, School pay structures, management and tracking of payroll adjustments and workers compensation support.
- b. Register with all required state and local taxing authorities.

#### 3. Benefits Administrative Support.

- a. Support and fulfill administration services for Customer employee benefits programs, leave management, accommodations and employee programs. Design and implement Connections benefits plan including health and supplemental benefits in accordance with federal and state law.
- b. Full-service benefits administration includes the design and maintenance of the Connections benefits suite. Provide leave management services, accommodations and manage employee programs (i.e. Tuition Reimbursement).

#### 4. Pension Administration.

- a. Support employee enrollment, processing and submission to the School's retirement program.
- b. Administer retirement plan on behalf of Customer, remit withholdings and process annual census as required by law.

#### 5. Compliance Services

- a. Provide business-related compliance Customer support including: policy creation for all Customer stakeholders (e.g. staff, general and school supplement handbooks) ad hoc board policies, health, safety and emergency preparedness, research and guidance on course alignment and tracking, school calendars, business risk management, and board of director compliance and tracking services;
- b. Connections will be responsible for criminal background checks to be conducted on staff assigned to the School, and on Community Coordinators, to the extent required by State law, and will maintain documentary evidence of such background checks and fingerprinting. Upon the Customer's request, Connections will provide documentary evidence of its compliance with this section, subject to any privacy restrictions or confidentiality requirements imposed by State law.

6. Handbooks. Continue to support development and maintenance of the staff handbook and school handbook. Substantive content and/or policy revisions to the handbook(s) will be submitted to the Customer for review and adoption as needed.

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## Schedule 5

### **Customer Success Partner Team: School Success Partner, Solutions Partner and Academic Success Partner**

Connections will provide the School a School Success Partner, a Solutions Partner, and an Academic Success Partner from the Customer Success Partner team whose responsibilities are set forth below.

1. Solutions Partner Team. The Solutions Partner (sometimes referred to as “SP”) will serve as the first point of contact for School administrative issues. Solutions Partners support issue resolution, business measurement and reporting, and support with data needs.
  - a. Solutions Partners generally act as a liaison between Connections and Customer providing support in relationship to:
    - i. Day to day school operation concerns;
    - ii. School and Connections processes; and
    - iii. Addressing school needs that require interfacing with other Connections departments and requests.
  - b. Solutions Partners help ensure processes related to marketing, enrollment, placement, instruction, product, curriculum, progress monitoring of students, and business functions are followed.
2. Academic Success Partners Team. The Academic Success Partner is responsible for monitoring the Education Program to ensure the School is implementing it with fidelity to the Connections model, including established protocols and interventions.
  - a. The Academic Success Partner supports the School’s academic performance and operational health by providing guidance, oversight, and support on
    - i. School Improvement Planning (SIP);
    - ii. Problem solving;
    - iii. Management;
    - iv. Administrative Staff and School Staff Supervisor;
    - v. Establishment of and adherence to School policy;
    - vi. Analysis of School performance and other key data metrics;
    - vii. Leadership development and concerns; and
    - viii. Targeted intervention strategies.
3. School Success Partner Team. The School Success Partner is responsible for the academic, financial, and operational health of the school and will serve as the first point of contact for the Board or Authorizer, as applicable.
  - a. School Success Partners generally act as a liaison between Connections and Customer providing support in relationship to:
    - i. Address Customer strategic concerns;
    - ii. Ensure delivery of the terms of the Agreement; and
    - iii. Support the school relationship with the State Department of Education and authorizer, if applicable.

4. Customer Success Partner Team Communication with School Leaders:

- a. All School Administrators, School Success Partners, Academic Success Partners, and Solutions Partners will participate in:
- i. A weekly Connections Academy School Leader Update (SLU) Information email includes updates or information on items that school leadership teams need to be aware of and/or complete.
  - ii. Monthly School Leadership team meetings with all Connections Academy principals, assistant principals, School Success Partners, Academic Success Partners and Solutions Partners to talk about timely topics. All Principals and Assistant Principals are encouraged to attend these monthly meetings.
  - iii. Professional development sessions for school leadership team members. These include monthly meetings on school data, school improvement planning, and other topics. If a school leader is struggling in an area and needs professional development, these sessions may be assigned as mandatory professional development sessions.
  - iv. Quarterly School Improvement update sessions. Each school will report on the current results of their school improvement plan. These sessions are required and should be attended by school leaders, the leadership team, and anyone else at the school who owns one of the school action plans. Members of the Academic Success Partners, School Success Partners, and Solutions Partners teams will also attend. Schools are encouraged to invite other stakeholders.

5. School Leaders and their assigned School Success Partner, Academic Success Partner and Solutions Partner will participate in:

- a. Weekly one-on-one check-in sessions to touch base and stay informed about:
- i. School Year Cycle topics;
  - ii. School metrics;
  - iii. School Improvement Planning (SIP); and
  - iv. Daily school operations.
- These meetings/check-in sessions may include only the School Leader or may include other members of the school leadership team as well. For a larger school, other members of the leadership team should attend.
- b. Performance management meetings, where the following will be discussed with the Academic Success Partners:
- i. Goal setting for school leader;
  - ii. School Leader performance level with improvement suggestions;
  - iii. Improvement planning; and
  - iv. Formalized performance review sessions (mid-year and end of year reviews).

## Schedule 6

### **Enrollment, Academic Placement and Public Information Campaign**

1. **Enrollment and Academic Placement Processing.** Implement and conduct the School enrollment process on behalf of the Customer, in accordance with placement and withdrawal policies and procedures adopted by the Customer and Connections, and consistent with local, state and federal law.
  - a. The Customer appoints Connections as the School's agent throughout the enrollment and placement process for purposes of obtaining and delivering information from and to Students and Caretakers in connection with the enrollment and placement process.
  - b. Connections shall maintain a list of the Students enrolled in the School and shall provide such list to the Customer promptly upon request.
  - c. Students shall be permitted to participate in dual enrollment programs to the extent permitted by state law and consistent with any dual enrollment requirements adopted by the School in consultation with Connections.
  - d. Part-time enrollment will not be permitted unless mutually agreed upon by Connections and Customer.
2. **Public Information Campaign.**
  - a. Connections will develop and implement a Public Information Campaign ("PIC") to inform potential students, their Caretakers, and other interested parties about the Education Program. Connections will not implement PIC initiatives promoted by the Customer that Connections determines may have a negative impact on its brand identity and/or reputation in the Marketplace, including in connection with the School.
  - b. To the extent there is more than one Connections supported school in the State, the Customer acknowledges aspects of the PIC will be designed to benefit all such schools located within the State. Enrollment Leads generated from such PIC will benefit all Connections supported schools in the State, taking into consideration each respective school's stated enrollment goals. Absent an enrollment cap, siblings of an existing student in a particular school will be placed in that same school, returning students, including students who withdraw and return, are placed in the school of initial enrollment, students who specifically request a particular school are placed in the school of choice, or specific enrollment criteria of a particular school prohibits a particular student from being enrolled in that school. Once a school has reached its enrollment cap, efforts will be made to direct families to other Connections-supported schools in the state until such a time as they have reached their enrollment cap, if any.
  - c. Any methods, processes, collateral, and Enrollment Leads that are obtained, developed and/or used in connection with the PIC is proprietary Connections Confidential Information, and is the property of Connections.
  - d. Connections maintains an Enrollment Lead data base of all generated leads developed through Connections' PIC efforts, including Enrollment Leads who later enroll in a particular Connections supported school. The Enrollment Lead data base is the exclusive property of Connections, regardless of whether an Enrollment Lead begins the enrollment process, converts to an enrolled student or takes no further steps toward enrollment after

becoming an Enrollment Lead. Enrollment Leads and Data received by Connections on or after February 1 of the last Academic Year of the Term, are presumed to be in support of schools that are Connections customers during the Academic Year immediately following the last Academic Year of the Term and Customer has no right to benefit from such Enrollment Leads and Data.

- e. Connections is authorized by Customer to access Student Records for communications directly with Caregivers and Students in support of the School's education mission about education enrichment related opportunities of potential interest, including post high-school opportunities, clubs and activities, academic contests and competitions, summer school opportunities, internships and job training opportunities. Connections may authorize other Connections affiliated businesses to send such communications, so long as Connections approves of the communication content.
- f. Connections will keep Customer's PIC coordinator, if any, apprised throughout the Term of the PIC details, including development and implementation.
- g. The Customer delegates responsibility for the PIC to Connections and shall not undertake any independent PIC or other marketing activities without the express written consent of Connections and then only under the terms Connections establishes for any such independent PIC or other marketing activities.
- h. Public information and Enrollment Services supporting a given Academic Year commence during the prior Academic Year but are covered by invoices issued to the School on or after the first day of the Academic Year for which they are intended to benefit. For the sake of clarity, the public information and enrollment services related to the 2023-2024 school year may begin as early as January 2023, but the invoicing for them will not commence until on or after July 2023. Connections will have no obligation to develop and implement a PIC or perform enrollment services for the Academic Year that follows any termination and non-renewal of this Agreement. For example, if the Agreement terminates and non-renews on June 30, 2028, then during the 2027-2028 Academic Year, Connections has no obligation to develop and implement a PIC or conduct enrollment activities to support the recruitment and enrollment of students for the 2028-2029 Academic Year.



## Schedule 7

### Student Records and Data

1. **Repository of School Records.** The Customer hereby appoints Connections its repository of electronic Student Records and other electronic School records, including financial records, subject to the access, confidentiality, and privacy requirements of FERPA, the IDEA, Section 504, and other state and federal law.
  - a. Connections will store and maintain such electronic records in accordance with state, local and federal requirements and consistent with commercially reasonable technical and organizational measures intended to protect against (i) accidental or unauthorized destruction; (ii) accidental or intentional loss or alteration; or (iii) unauthorized disclosure or access.
  - b. In the event the Agreement terminates, Connections will maintain such repository of records for a period of four (4) years following such termination for no additional fee.
2. **Student Records Support.** In furtherance of its enrollment and placement related obligations set forth in this Agreement and in connection with its repository obligations set forth above:
  - a. Connections shall receive from Caretakers all Student Records on the School's behalf that are submitted electronically through its secure, password-protected system.
  - b. All Student Record information remain the property of the School, and, to the extent not immediately available through the School's on-demand access, shall be provided to the Customer via a secure means without unreasonable delay upon written request for such information. To the extent permitted by law, Connections may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the Customer provides written notice requesting that specific records be returned or Destroyed.
  - c. Connections shall certify to the Customer within 30 days from the date Connections receives instructions from Customer to return or Destroy a particular Student's Student Records that such Student Records have been or will be returned or Destroyed in a period of time consistent with applicable law.
3. **Protection of Student Records.** Connections and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the Parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA (also referred to herein as "Student Records"). The Parties acknowledge that the School at all times owns the Student Records and each Party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Connections and the School each designate the Lead School Administrator, School Staff, Customer, third party service providers (including Connections and volunteers who are providing educational and/or administrative services to the Students as agents of the School) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Connections and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.
4. **Confidential Information.** Each Party shall maintain the confidentiality of Student Records in accordance with applicable federal and state laws as more fully set forth in Schedule 13 (Legal Terms).

5. **Aggregated Data.** Student specific data, including corresponding Caretaker data, is the property of the School, Student and/or the Caretaker (“Student Information”). Connections will not use any such School-owned Student Information for any non-school related purpose without obtaining the written permission of the School or the Student or Student's Caretaker (as the case may be).
  - a. Connections may freely aggregate School owned Student Information so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student's Caretaker.
  - b. All such aggregated data shall be the property of Connections. Connections may freely use all such aggregated data and identify its source as being the Nevada Connections Academy.
  - c. Connections shall, from time to time, provide to the School reports in an electronic format requested by the School to the extent Connections’ systems and capabilities permit. Upon receipt of such request from the School, Connections will work with the School to formulate queries, formats and designs that will generate Student Information in a manner most useful to the School, based on the School's objectives and Connections’ existing capabilities.
6. **Communications from Connections.** Customer acknowledges and agrees that Connections may periodically contact Authorized Users for the School in connection with the Education Program, as well as to inform Caretakers and Students of educational opportunities related to such Students’ academic pursuits in compliance with state and federal law. Unless prohibited by law, the School specifically consents to such communications being delivered to Caretakers and Students via the EMS e-mail portal and message boards, personal email to the extent such information is available, and direct mail. Except as expressly permitted by law, Connections will not deliver communications to Students that constitute targeted advertising based on personally identifiable information from Student Records. Telephone communications will be limited to School related communications of an immediate nature that impact a Student's access to the Education Program or are related to the Student’s academic participation and/or academic achievement. By accessing the Licensed Collateral, the School and Authorized Users will be deemed to have consented to receive such communications.

## Schedule 8

### Technology and Facility

1. **Technology.** Connections will provide the following Computer Technology and services associated therewith:
  - a. **School Staff.** Connections will provide and maintain in working condition Computer Technology for School Staff and the Lead School Administrator. Any Computer Technology provided by Connections will be the exclusive property of Connections or its contractors and will be returned upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner.
  - b. **Students.** Connections will ensure access to Computer Technology is available to each household that has a Student enrolled with the School to fully access the Education Program and as otherwise required by law. Such Computer Technology will be the exclusive property of Connections or its contractors and will be returned upon the termination of this Agreement, or when the Student is no longer enrolled, whichever is sooner. Connections may invoice Students, unless prohibited by law, for Computer Technology not returned.
  - c. **Technology Support.** Provide 24/7/365 technical support through on-line Help (in the EMS) and live phone support via Pearson Support Services to families and staff . Procedures for contacting Pearson Support Services are shared during the onboarding process and are posted for families and staff in the EMS. For Students not using computer technology provided by Pearson, Pearson shall provide initial technical support to ensure Students have the minimum requirements necessary to participate in the Education Program, and ongoing technical support on an as needed basis for the Students' use of the EMS.
  - d. **Student Technology Support Stipend Administration.** To the extent the Customer has established a student technology support stipend program, Connections shall act as the agent for administering such a program. Payment of the stipend to eligible households would be facilitated by Connections, which will be issued to the Caretaker (and in certain circumstances, the Student) according to the schedule outlined in the School handbook, which shall be consistent with the rate used in the development of the budget, when applicable. The Customer's student technology support stipend program will be limited to the eligibility and amount required by law unless Connections has agreed to a program that exceeds the minimum required by law.
2. **Facility Support.** The School has elected to have Connections, or its designee, provide the following Facility Management and Maintenance:
  - a. Procure administrative office space on behalf of the School, subject to the Customer's approval. Connections or its designee will oversee the buildout of the office space to accommodate the needs of the School.
  - b. Provide management and maintenance responsibilities for the administrative office space on behalf of the School, including management and maintenance of equipment, furniture, and utilities.

- c. The office space shall continue to be compliant with the Americans with Disabilities Act and meet any other requirements of applicable law.
- d. If this Agreement is terminated prior to its expiration, any capital equipment or furniture and fixtures (“Capital Assets”) owned by Connections and located in the facility may be purchased by the Customer at the then current book value as recorded on Connections’ financial records.
- e. Any Capital Assets not otherwise the property of the Landlord pursuant to the terms of the lease, as well as any other furniture, equipment or fixtures purchased by Connections on behalf of the School using federal or state grant funds or any other sources of public money, will continue to be deemed the property of the School.

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## Schedule 9

### Customer Responsibilities

1. General. The Customer is responsible for overseeing Connections' provision of services, monitoring the Education Program quality and efficacy, implementation of the Connections model with fidelity, monitoring Student safety and well-being, and ensuring the School's financial accountability, as well as adopting any necessary policies to comply with State law in oversight of the School, and overseeing the day to day affairs of the School, except for those services to be performed by Connections under this Agreement.
2. Employment. Employment responsibilities related to Customer Staff, as described on Schedule 3 (Employment).
3. Benchmark Assessment Participation. Mandate Student participation and Teacher engagement in all benchmark assessments.
4. Curriculum Modification Requests. Engage the Solutions Partner with respect to all Curriculum Modification Requests as early as possible. Information regarding timelines and process to be followed for Curriculum Modification Requests can be found at <https://www.connectionsacademy.com/product-highlights>. Connections prioritizes Course Modification Requests that relate to or arise out of a change in regulatory standards. Connections cannot guarantee other requested modifications will be available by the requested date, but will work with Customer to deliver such modifications within a commercially reasonable timeframe given complexity of request, resource availability, and other such relevant considerations. In the event a specific Curriculum Modification Request cannot be implemented or Connections is unwilling to implement any Curriculum Modification Request, Connections shall provide Customer with a written explanation with specificity of its decision and engage Customer on other options available to it, given Customer's motivation for the particular modification.
5. Diplomas. Grant School diplomas for students graduating from the School based on attainment of minimum requirements for graduation.
6. Standardized Testing Administration. Administer all state required testing and other state mandated assessments.
7. Collection of Funds due from other Districts. Except to the extent prohibited by State law, the Customer shall use reasonable efforts to assist in the collection of any amounts that are due from other governmental entities, federal, state and local, but shall not be responsible for any amounts that fail to be collected.
8. Insurance. Maintain the insurance identified on Schedule 11.
9. Student Data Transfer/Access Requests. Customer is responsible for determining that any Customer request for access to or transfer of Student personally identifiable information or Customer information to any third-parties, including government agencies, is appropriate, accurate and compliant with applicable local or Customer policies and procedures, as well as compliant with state or federal law, and for informing Pearson of any restrictions Pearson must follow in providing such requested access or transfer. To the extent permitted by law, the Customer shall hold Pearson harmless and indemnify Pearson regarding such access.

10. Abide by Established Protocols, Policies and Procedures. The Customer shall abide by all Connections established protocols, policies and procedures in connection with the Education Program, including requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma, and return and recovery policies in connection with the use of Connections-provided Computer Technology and Instructional Materials. In the event Customer becomes aware of a known or potential conflict with federal, State or local law, that makes compliance with this paragraph impossible or impracticable, Customer shall immediately provide Connections with written notification of the known or potential conflict and work with Connections to satisfactorily resolve such conflict. During any period of time that the Customer fails to: (i) implement the Education Program with fidelity; (ii) timely and consistently implement any Customer Staff Improvement Plan; or (iii) take corrective action with regard to any issue(s), matter(s), or concern(s) related to implementation of the Education Program brought to the Customer's attention by Connections, Connections and its agents, employees, and assigns, will not be deemed to have engaged in any wrongdoing, misconduct, negligence, or default under Schedule 13 - Indemnification, of this Agreement
11. Regular Meetings. The Customer shall meet regularly with Connections' School Success Partner team to discuss updates related to the School operation and performance, school leader performance, as well as the parties' relationship.
12. Other Services. To the extent there are products and services not included in the Education Program and the School elects to contract with a third party other than Connections for such products or services, it shall be the School's responsibility to ensure that such products or services are provided consistent with the Budget and in accordance with any requirements of applicable law and any requirements in the Charter.
13. Charter Agreement: The terms of the Charter Agreement effective as of \_\_\_\_\_ by and between the Customer and the Authorizer ("Charter Agreement") is a critical document, the terms of which were and remain fundamental to Connections' decision to enter into and remain a party to this Agreement. Customer hereby provides written assurances that it will not enter into any amendment to the Charter Agreement without consulting with Connections and obtaining its written consent to any amendment terms. Failure to obtain such written consent prior to execution of any such amendment shall be considered a material breach of this Agreement.

## Schedule 10

### Collection of Funds, Pricing and Payment Terms

#### 1. Pricing and Payment Terms.

- a. Payments. Connections shall receive funds in accordance with the annual schedule of fees for services (the “Fee Schedule”), attached and incorporated hereto. Connections reserves the right to increase any or all fees, not calculated as a percentage of revenue, set forth in the Fee Schedule for each subsequent year of the Term, but in no event will such fee increase exceed 3% in any given year (“Cap”), and Connections shall notify the Customer by June 1 of the current Academic Year of such proposed increase. Connections shall update the Fee Schedule in connection with any such increase. Notwithstanding anything to the contrary, the Cap shall not apply to any discretionary services offered by Connections.
- b. Invoicing.
  - i. Connections shall invoice Customer monthly, unless the Parties agree in writing otherwise. Customer shall remit payment to Connections for these invoices within thirty (30) days of receipt. The Parties may establish alternate payment arrangements by mutual agreement. In no event shall failure by Connections to invoice Customer, in part or in full, constitute an abrogation of Customer’s obligation to make payment to Connections as provided for in this Schedule.
  - ii. Connections may charge interest at the rate of one-half percent (0.5%) per month for any invoices paid more than sixty (60) days after the date of invoice, unless such failure to pay is the result of: (i) funds being withheld from the Customer due to a failure by Connections to perform under the terms of this Agreement and then only to the extent Customer has timely notified Connections of such failure; or (ii) delay by the State to disburse funds due to Customer and Customer has insufficient funds on hand to timely pay the invoice without receipt of such disbursement, in which event Customer shall use its best efforts to cause the funds to be disbursed and the shortfall will be paid as soon as reasonably practicable after the funds are received; or (iii) Customer or Connections disputes any charges and then only for such disputed charges. Customer or Connections, as the case may be, shall notify the other of any dispute and the basis for any dispute within five (5) days of receipt of the invoice and shall work to resolve the dispute within thirty (30) days. All amounts other than any amounts in dispute shall be paid according to the terms herein.
  - iii. In the event Connections refunds or otherwise remits to Customer a sum greater than a refund or other payment obligation due, Customer is obligated to return any overpayment to Connections upon receipt of notice of such overpayment

2. School Funds. The Customer is responsible for using its portion of all funding it is entitled to receive under the Charter Agreement and not owed or reasonably to be owed to Connections (“School Funds”) to pay all of the Customer’s required expenses, such as legal expenses and audit fees and insurance premiums. Further, the Customer shall exercise its discretion such that at no time shall the School fall into a forecasted, school year ending deficit, but rather will at all times reflect a forecasted, school year ending fund balance equal to or greater than the

amount required by State law. Any costs required by the Charter Agreement not included in this Agreement shall be paid by the Customer.

3. **Payment Agent.** The parties may agree to have Connections or its designee act as its payment agent for various expenditures, in which case Connections shall act as payment agent for payment of Customer Staff compensation during the Term, in accordance with the Budget. Connections will submit to the Customer appropriate documentation evidencing payment of such expenditures and upon said submission shall be entitled to a dollar for dollar reimbursement for these expenses. All such payment agent services provided by Connections or its designee shall be exclusively for expenses accruing in Academic Years covered by the Term. Connections can, at any time, request the Customer prepay the amount of the expenditure prior to issuing payment on the Customer's behalf.
4. **Funding Collection.** Customer shall work with Connections to collect all Funding to which the School is entitled to receive. Connections shall provide to the Governing Board any and all documentation required by Nevada state law to demonstrate compliance with respect to the use of the funds it receives for its services under this Agreement.
5. **Funds Character.** All School funds received by the Customer, from whatever source, retain their character as charter school funds until such time as they are paid out to a third party, including Connections, as payment for a service performed (or to be performed) for, or at the direction of, the Customer or for a product obtained at the direction of the Customer, at which time such monies paid to such third parties shall lose their charter school fund character.
6. **Budgets.** No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Connections will present to the Customer's Finance Committee or its designee a proposed balanced budget (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year developed under the direction of the Customer or its designee. The Budget shall be in reasonable detail and shall be based on the applicable Fee Schedule. In the event that the Customer and Connections do not agree on a Budget, the Parties agree that Connections will continue to perform all of its responsibilities under this Agreement and will use the then current approved Budget and the corresponding Fee Schedule as the basis for operations until the Parties agree to a new Budget. Connections will use the staffing model in existence as of such date to release new positions that need to be filled in order to accommodate the projected growth in enrollment for the following Academic Year, which will allow Connections to recruit, hire, and train new staff in time for the start of the following Academic Year.
7. **State Audit Adjustments.** To the extent that any adjustments as a result of a state audit are the result of Connections' failure to adequately perform its responsibilities under this Agreement, Connections will be required to either, at the choice of Connections: (i) return funds to the Customer in the amount determined as a result of a State audit adjustment; or (ii) to the extent that funds are withheld from future payments to the Customer, reduce amounts invoiced to the Customer by the amount funding is withheld.



**8. Protection Against Deficits and Service Credit.**

- a. In the event that as of June 30 of each year during the Term, funds received by the School from whatever source in a given Academic Year, whether from state, local, or federal government agencies, including but not limited to Federal Title funds, grants, income, or other funding sources (“Total Revenues”) are less than the School's expenditures, including payments to Connections as well as those incurred and paid by the School, but excluding any payments for capital expenditures (the “Total Expenditures”), and in the event that the School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in a written budget amendment, Connections shall issue a credit or discount to the School to the extent required to maintain positive Net Assets at least equal to Ten Thousand Dollars (\$10,000) (or higher if so required by law) as of each June 30 during the Term of this Agreement (“Service Credit”). Any credit or discount offered under this clause will not be recoverable by Connections in subsequent years.
- b. In order for the School to qualify for such deficit protection, both Parties must formally approve the School's annual budget and any amendments to it during the year, such budget and amendment(s) to be reduced to a writing approved by both Parties. To the extent the School engages in spending outside the approved budget, as may be amended from time to time, the gross sum of such expenditures shall not be eligible for a Service Credit. For example, if at the end of year two (2) of the Term, the School runs a deficit of three hundred thousand dollars (\$300,000) that would otherwise be eligible for a Service Credit and fifty thousand dollars (\$50,000) of such deficit is attributable to expenses incurred on spending not approved in the School's annual budget for that year, then only two hundred and fifty thousand dollars (\$250,000) of such deficit is covered by the Service Credit. Further, to the extent the fifty thousand dollars (\$50,000) in spending is carried forward to future Academic Years, such spending shall not be covered by Service Credits in such future years unless and then only to the extent expressly agreed to in writing by Connections.

**9. School Financial Services.** Connections shall:

- a. Provide accounting support services to the Customer, including providing all necessary supporting reports for all Connections’ activities under this Agreement.
- b. Assist the Customer in the development of a Budget for the Customer's consideration and approval on an annual basis.
- c. Provide audit support and local, state and federal financial reporting support, as well as related consultation support to the Governing Board, its finance committee and its audit committee.
- d. Serve as an invoice payment processor for payments and receipts for the School’s operations. Connections will act as a pay agent on behalf of the School. All costs associated with the payment processing, however, remain the responsibility of the School and will be reimbursed at cost to Connections. In the event Customer requests invoice processing for an invoice Connections reasonably believes (i) the Customer lacks sufficient funds to reimburse Connections within thirty (30) days of presentation or (ii) so timely reimbursing

Connections will result in the Customer not having sufficient funds to timely pay Connections for services rendered pursuant to the terms of this Agreement or (iii), payment of such invoice is for services that supports the Customer for an Academic Year during which Connections is not going to be providing services under this Agreement or a renewal of this Agreement, Connections in its sole discretion, may refuse to process such invoice or require prepayment of the reimbursement as a condition of processing the invoice.

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## Schedule of fees for the Educational Program under the terms of the Agreement:

<b>Fee Type</b>	<b>Rate</b>	<b>Basis</b>
Educational Resource Center	\$126.00	<i>per each enrolled student, calculated as an average over the school year</i>
Connexus™ Application Services	\$600.00	<i>per each enrolled student, calculated as an average over the school year</i>
Technical Support and Repairs	\$50.00	<i>per each enrolled student, calculated as an average over the school year</i>
Direct Course Instruction Support	\$2.75	<i>per student day; based on enrollment at a point in time each month in a Pearson Online Academy supported course</i>
Short Term Substitute Teaching Services	\$300.00	<i>per day of service provided by Pearson</i>
Hardware/Software - Employees	\$600.00	<i>per each staff member employed at the end of the year</i>
Voice Over IP Services	\$360.00	<i>per each staff member employed at the end of the year</i>
School Curriculum Supplies	\$500.00	<i>per each teacher employed at the end of the year</i>
Student Technology Assistance - Laptop	\$605.00	<i>per each computer provided by Pearson at any time during the school year</i>
Internet Subsidy Payment Processing	\$25.00	<i>per each household enrolled at any time during the school year</i>
Curriculum Postage	\$33.00	<i>per each student enrolled (Stage 4) at any time during the school year</i>
Tangible and Intangible Instructional Materials - Kindergarten	\$600.00	<i>per each Kindergarten student enrolled (Stage 4) at any time during the school year</i>
Tangible and Intangible Instructional Materials - 1st-5th Grade	\$950.00	<i>per each 1st - 5th grade student enrolled (Stage 4) at any time during the school year</i>
Tangible and Intangible Instructional Materials - 6th-12th Grade	\$1,075.00	<i>per each 6th - 12th grade student enrolled (Stage 4) at any time during the school year</i>
School Administration	12.50%	<i>of all revenue from governmental sources, excluding any special education revenue</i>
Special Education Oversight and Liability	2.50%	<i>of all revenue from governmental sources, excluding any special education revenue</i>
Special Education Direct Services	100%	<i>of all special education revenue</i>
Employee Benefits	24.00%	<i>per actual gross wages and bonus accrual for administration and teachers</i>
Community Outreach	\$566,500	<i>Annual contribution toward outreach effort</i>

Pearson will be reimbursed at cost (no mark-up and not included in table above) for all School Staff compensation expense as it is incurred. School Staff compensation expense includes base salary, bonus and payroll taxes.

**Schedule 11**

**Notice Information**

**Notices.** All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to Connections:	Connections Academy of Nevada, LLC c/o Connections Education LLC dba Pearson Virtual Schools USA 10960 Grantchester Way Columbia, MD 21044 Attn: Thomas Ap Simon, President
With a copy to:	Connections Academy of Nevada, LLC c/o Connections Education LLC dba Pearson Virtual Schools USA 10960 Grantchester Way Two Merriweather Columbia, MD, 21044 Attn: Legal E-mail: <a href="mailto:Legal-PearsonOBL@pearson.com">Legal-PearsonOBL@pearson.com</a>
If to the Customer:	NCA Board Chair Scott Harrington Nevada Connections Academy 555 Double Eagle Court Reno, NV 89521 Email: <a href="mailto:sharring@me.com">sharring@me.com</a> ; <a href="mailto:sharring@mac.com">sharring@mac.com</a>
With a copy to:	Laura Granier Holland & Hart LLP 5441 Kietzke Ln, Suite 200 Reno, NV 89511 <a href="mailto:lkgranier@hollandhart.com">lkgranier@hollandhart.com</a>

**Schedule 12**  
**Insurance**

1. **Connections Requirements.** Connections will maintain and keep in force insurance policies and limits no less than such amounts as outlined below, to cover insurable risks associated with operations under this Agreement. The below limits of liability may be provided under the primary insurance policies, or in a combination with the limits provided by an Umbrella or Excess policy. If the terms of this Agreement include insurance procurement services on behalf of the School, the School will be included as an additional named insured under the policies as allowed by law, or Connections shall procure stand-alone policies on behalf of the School with similar coverage and limits, but in no event less than required by the charter, applicable law, or both.
  - a. Workers' Compensation insurance, including Employer's Liability coverage with limits of at least \$1,000,000 for each coverage provided thereunder.
  - b. Employment Practices Liability in an amount no less than \$1,000,000 each claim and in the annual aggregate.
  - c. Commercial General Liability insurance with limits of at least \$10,000,000 per occurrence and in the annual aggregate.
  - d. Sexual Abuse and Molestation coverage with limits of at least \$5,000,000 per each abusive conduct limit and in the aggregate.
  - e. Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount no less than \$1,000,000 each accident.
  - f. Educator's Legal Liability insurance in an amount no less than \$1,000,000 each claim and in the annual aggregate.
  - g. Crime Insurance in the amount of no less than \$500,000 each claim and in the annual aggregate. Each claim limit applies separately to Crime coverages: Employee Theft, Forgery or Alteration, Computer and Funds Transfer Fraud, Money Orders & Counterfeit Currency, and Money & Securities inside and outside the premises.
  - h. Connections will assist the School with procuring Directors and Officer's Insurance in the amount required by the Authorizer and/or State law, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.
2. **Customer Requirements.** Except for that insurance identified above, obtain and maintain the insurance as may be required and/or permitted by applicable law and as appropriate in connection with Customer's responsibilities under this Agreement. To the extent permitted by applicable law and if explicitly authorized in writing by the Customer's insurer, Connections shall be added as additional named insureds on all policies of insurance obtained and maintained by and for the benefit of the School. Additionally, for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the School.

### Schedule 13

#### Legal Terms – Charter School

1. **Term.** The Term of this Agreement shall be as described on the cover page of this Agreement, Section 2.
2. **Termination.** Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Notices of termination must be made in writing and delivered to the addresses set forth herein no later than December 15 of the current Academic Year, unless another date is specifically provided for, and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
  - a. By both parties if they agree in writing to the termination.
  - b. By either party, immediately, if one (1) party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect the cure and the breach at issue does not objectively lend itself to cure within that thirty (30) day period, then such additional time as necessary to complete the cure, but in no event longer than sixty (60) days following written notification of the breach;
  - c. By Connections, if the payments to which Connections is entitled in Schedule 9 of this Agreement are materially reduced as a result of a change in funding provided to the School or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Connections is unwilling or unable to make the required changes. Termination under this provision may only take effect on the earlier of the effective date of the change in funding provided to the School, the implementation date of the materially different requirements, or at the end of the then current Academic Year;
  - d. By Connections, if there are unresolvable differences between the Parties relating to what Connections, in its sole discretion, considers to be conduct that reflects materially and unfavorably upon Connections' reputation with respect to the manner in which School carries out its responsibilities under the terms of this Agreement and Connections provides the School with thirty (30) days written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to Connections satisfaction the circumstances giving rise to the unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;
  - e. By either party, immediately, if the Charter is terminated or if the School is no longer authorized by the Authorizer as required by applicable state law and regulation;
  - f. By Customer, if Customer determines at the end of an Academic Year that the Education Program set forth in this Agreement does not meet the requirements for a publicly funded virtual school, as defined by applicable laws and regulations, but only if Connections is unable to cure the identified deficiency within 60 days after being given reasonable notice of the deficiency and the requirements to cure the deficiency, and, in the event Customer determines Connections' cure efforts do not cure the deficiency, Connections is provided reasonable time, which shall be no less than 30 days, to address the areas of deficiency identified by Customer. Any deficiency determination that arises out of or is related to a

change in regulatory requirements that goes into effect after the Effective Date shall not be considered grounds for early termination under this provision until Connections has been given adequate time (which shall be no more than one (1) full year from the date of notice to Connections of the regulatory mandated change, to bring the Education Program into compliance with such change;

3. **Obligations on Termination.** In the event this Agreement is terminated by either party for any reason:

- a. Connections shall provide reasonable assistance to Customer in the transition of the responsibilities from Connections to the Customer to minimize the disruption to the Students; provided, however, that this provision shall not apply if the Agreement was terminated due to Customer's material breach thereof.
- b. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;
- c. All access to the EMS and other educational products and services contracted for herein shall be discontinued upon the effective date of any such termination;
- d. Connections shall provide to Customer copies of all Student Records not otherwise in the School's possession, or able to be taken into Customer's possession through self-help means available to the Customer through its access rights, within a reasonable time after receipt of such request, taking into account Connections' competing priorities;
- e. The Customer shall pay Connections all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination. Customer acknowledges and agrees this shall include fees associated with any services provided by Connections for the Academic Year following a termination of the Agreement by its terms or under Paragraph 2 of this Schedule 13, including but not limited to, PIC, enrollment and Customer specified curriculum modification requests, which began during the Academic Year preceding the termination.
- f. Customer's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement. The Customer agrees that within thirty (30) calendar days from the date of termination, all references to "Connections Academy" or "Pearson", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.

4. **Grant of Rights and Access.**

- a. **License.** Connections hereby grants to the School a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use the EMS and the Content and Instructional Materials and other Intellectual Property contained in the EMS (collectively the "Licensed Collateral"). The School's right to access and use the Licensed Collateral is solely for the intended purpose for which the access is granted and is subject to Connections' Intellectual Property provisions of this Agreement set forth below. Connections may update the features and functions of the EMS from time to time. Any right to use the Content and Instructional Materials shall be solely

for the applicable Course for which a Student is enrolled or that an Authorized User is otherwise authorized to access.

b. Permitted and Prohibited Uses.

i. All rights not expressly granted to the School and Authorized Users pursuant to the Agreement are reserved to Connections, and any uses of the Licensed Collateral by the School and Authorized Users not expressly permitted in the Agreement are strictly prohibited.

ii. Unless otherwise authorized by Connections in furtherance of the delivery of Education Program related services, School will not, and will not permit Authorized Users, School's employees or agents or any third party to: (i) access the Content and Instructional Materials or the EMS, except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content and Instructional Materials or of the EMS; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of the EMS; (vi) take any actions that may circumvent, disable, damage or impair the control or security systems of the EMS or the Content and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages the EMS, Content, Instructional Materials, Connections or its content providers, or in any manner that Connections may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information or permit access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information.

c. Usage Guidelines and Rules of Conduct. The School (including its employees and agents) and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The School will comply and assure compliance by its employees, agents and the Authorized Users with Terms of Use of the EMS, Privacy Policy, and other applicable Connections policies, as may be updated from time to time by Connections in its sole discretion. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the EMS login page. The School acknowledges that Connections may also institute basic rules for academic and personal conduct for Authorized Users' use of the Licensed Collateral, and that Connections will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct are prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through the EMS, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to the EMS. The School shall immediately provide Connections with written notice of any unauthorized use or distribution of the Content, Instructional Materials, or Education Program of which the



School becomes aware and shall take all necessary steps to ensure that such unauthorized use or distribution is terminated.

- d. Security and Use of Passwords. Each Authorized User will have a username and password for the purpose of accessing the EMS and the Content and Instructional Materials (the “Log-In Information”). The School and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. The School and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of the EMS and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.
- e. Availability and Support. Connections strives to provide access to the EMS twenty-four (24) hours per day, seven (7) days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions and that those interruptions may be for an extended period of time during times of social disruption; a cyber-security incident, or catastrophic system failure. Any system access failures resulting from degradation or loss of internet access is outside the control of Connections and cannot be attributed to Connections.
- f. School Name. During the Term, Connections grants a limited, royalty free, nontransferable license for the duration of the Term, unless terminated earlier as described herein, to use the name Nevada Connections Academy as the name for the School being operated under the terms of this Agreement. Any aesthetic changes, such as font and color scheme, to the Connections Academy brand, including to the star person design mark or other design mark that Connections adopts to be used in proximity to the Connections Academy brand, Customer agrees to adopt as requested by Connections. The Customer agrees that Connections is permitted to place in proximity to the School’s name an Connections endorsement, including but not limited to “by Pearson.” Customer agrees that even in circumstances where the licensed School name does not contain the Connections Academy brand as part of its name, the goodwill associated with the School name is directly attributable to the use of the Connections Academy Education Program and the interactions between Students, Caregivers and Learning Coaches, as well as School Staff and Connections systems, curriculum and tools, and service providers and that changing the School name is essential to protecting Connections goodwill and reputation in the marketplace.
- g. Social Media. As part of its public relations and marketing service offering to Customer, Connections has agreed to develop, manage and maintain a website and other social media presence, which currently consists of a Facebook page, but may expand to other social media platforms such as Instagram and Twitter (collectively “Social Media Channels”), exclusively for the use of the School. The design, branding/name, URL, content (including quoted material from School teachers and families obtained by Connections) are for use on the website and Social Media Channels, and are developed and maintained by Connections. School is hereby granted a beneficial license to the website and Social Media Page Channels during the term of this Agreement, and any extension thereto. Customer is

prohibited from creating branded Social Media Channels without the express written consent of Connections, which consent can be freely withheld. Updates to the website or Social Media Channels, except updates required by law, shall no longer be made as of February 20 of the last year of the Term and Social Media Channels will be deactivated as of April 30 of the last year of the Term. Further, except for graduation support, no School specific public relations services will be provided after April 30 of the last year of the Term. Under no circumstances is Customer permitted to copy and paste or use any content from Connections' developed and maintained website and Social Media Page Channels to its collateral. All search history, metadata, and similar attributes of use of the website and Social Media Page Channels inure to the exclusive benefit of Connections.

5. **Trademarks.**

- a. Connections and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. Connections trademarks can be found at: <https://www.connectionsacademy.com/Portals/75/documents/trademarks/common-law-trademarks.pdf> (collectively, the "Licensed Marks"). Connections grants to the School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Connections. The School agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by Connections, the most up-to-date version of which can be found at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. Connections retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Connections.
- b. Upon termination of this Agreement, the School's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement or by applicable law. The School agrees that within thirty (30) calendar days from the date of termination, all references to "Connections Academy", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.

6. **Intellectual Property:**

- a. **Limitations on Use.** The Licensed Collateral, including but not limited to, the EMS and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Connections trademarks and copyrighted works, and the trade name "Nevada Connections Academy" are the Intellectual Property of Connections. The School's right to use and benefit from said Intellectual Property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination of expiration of this Agreement.
- b. **No Sale.** Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Connections to the School, School Staff, Students, Caretakers, or Learning Coaches.
- c. **No Use of School Funds to Develop or Procure.** No School funds shall be used by Connections to develop or procure Courses or Content or Instructional Materials or

improvements to the EMS, provided, however, any School funds paid to Connections for provision of the Education Program hereunder, once paid, shall not be deemed to be School funds.

7. **Confidentiality.**

- a. **Confidential Information.** The receiving party shall use the Confidential Information of the disclosing party only in connection with the furtherance of the business relationship between the parties, and the receiving party shall make no further use, in whole or in part, of any such Confidential Information. The receiving party agrees not to disclose, deliver or provide access to all or any portion of the disclosing party's Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same. The receiving party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information in connection with the performance of the Agreement and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving party will treat the Confidential Information with the same degree of care and confidentiality that the receiving party provides for similar information belonging to the receiving party that the receiving party does not wish disclosed to the public, but not less than holding it in strict confidence.
- b. **Student Records.** Connections and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA (also referred to herein as "Student Records"). The parties acknowledge that the School at all times retains ownership of Student Records and that each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Connections and the School each designate the Lead School Administrator, School Staff, Customer, third party service providers (including Connections and volunteers who are providing educational and/or administrative services to the Students as agents of the School) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Connections and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.
- c. **Exceptions.** The foregoing shall not prevent the receiving party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving party shall promptly notify the disclosing party of any such request for disclosure in order to allow the disclosing party full opportunity to seek the appropriate protective orders, and (ii) the receiving party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this is not intended to permit the disclosure of education records referenced in the sub-section above, unless permitted by Applicable Law.
- d. **Directory Information.** To the extent permitted by law, Connections is authorized by Customer without submitting a formal public records request, to collect Directory Information from School for purposes of supporting Connections' advocacy efforts on School's behalf and for communicating with families about other educational opportunities available through Connections or its affiliated businesses.

- e. Return of Confidential Information. The receiving party agrees that it will, within ten (10) days after written request by the disclosing party, return to the disclosing party, or at the option of the disclosing party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing party, including copies, reproductions, electronic files or any other materials containing Confidential Information.
  - f. Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Notwithstanding the foregoing, the Parties recognize and agree that the School is subject to the provisions of the Nevada Public Records Law, as codified in chapter 239, Nevada Revised Statutes. Therefore, any claim by Connections that its records or work is confidential, or a trade secret must be made in compliance with chapter 239, Nevada Revised Statutes. If the School receives a public records request for materials Connections has previously and specifically indicated in writing to the School that is a trade secret, then the School agrees to use reasonable efforts to timely notify Connections of such public records request, at which time Connections may independently pursue a court order protecting the disclosure of such information. Excepting information designated by Connections as a trade secret under Nevada law, the foregoing shall not be deemed the School's guaranty of the non-disclosure of any and all information provided by Connections to the School pursuant to the School's legal obligation to comply with a Public Records request. Should a request be made for disclosure of Confidential Information of Connections, the School shall provide notice to Connections who may then, at its discretion, respond to the request. Should Connections not disclose the records/documents, Connections shall defend and indemnify the School for any fees and costs which are incurred or taxed against it as a result of the non-disclosure.
8. Indemnification.
- a. Indemnification Obligations. Each party shall defend, indemnify, save and hold harmless the other party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together "Indemnified Party") against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney's fees) made, brought, incurred, or alleged by any third party ("Claim") to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement. Connections acknowledges and agrees that the State of Nevada, Nevada State Public Charter School Authority and Nevada Department of Education are not parties to this agreement and, although those entities may be entitled to indemnification hereunder they are not subject to the indemnification requirements set forth herein. Connections' indemnification obligations with respect to claims arising out of the provision of Special Education Services remain in effect so long as Connections is the employer of Administrative Staff and Special Education Teachers, and provider of Special Education

Services. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of this Agreement.

- b. **Indemnification Procedure.** The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the Indemnifying Party to control the defense, including selection and appointment of legal counsel, and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party does not promptly assume the Indemnified Party's defense against any third-party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party's expense.
9. **Power and Authority; Authorization.** Each Party has the power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. The Customer has provided and will provide Connections with the authority and power necessary and proper to undertake its obligations and responsibilities pursuant to this Agreement.
10. **Sales Tax, Gross Receipts Tax or Other Business Tax (collectively "Business Tax").** The School shall provide Connections with support that it is tax exempt. The School shall be responsible for all state or local Business Tax assessed, if any, based on the Education Program provided by Connections hereunder, regardless of whether such law assigns responsibility for payment of the tax to Connections.
11. **Limitation of Liabilities.** In no event will either Party, or such Party's Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other Party or such Party's Affiliates, directors, officers, employees, or agents.
12. **Governing Law.** This Agreement shall be governed and controlled by the laws of the State of Nevada. Any legal actions prosecuted or instituted by any party under this Agreement shall be brought in a court of competent jurisdiction located in the State of Nevada, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.
13. **Dispute Resolution.** Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section, including disputes related to whether a Party has breached this Agreement, unresolvable difference between the Parties, or Customer's payment of sums owed to Connections under this Agreement.
  - a. **Negotiation.** The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the SVP, Business Development and Customer Success for Connections and the Board President for Customer or his/her designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Connections and the School as the Parties mutually deem appropriate.
  - b. **Mediation.** In the event the parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit the matter to

- a third party agreed upon by the Parties, who will establish the processes and procedures by which such unresolved disputes will be mediated. In the event the dispute arises out of an early termination provision allowing for a cure period, mediation must occur within the cure time frame permitted under such provision.
- c. **Confidentiality.** The Parties agree to treat all discussions and sharing of documents related to this Section 13 as confidential and not subject to disclosure to any third party to the extent permissible by law, except as consented to by the disclosing Party. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other party ten (10) calendar days' notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.
14. **Attendance at Meetings.** The parties agree that during the Term, Connections is hereby invited (through a Connections-designated individual or individuals) to attend all Governing Board closed session meetings except to the extent such attendance: (i) is prohibited by applicable law; (ii) will result in a waiver of the attorney/client privilege; (iii) will result in Connections being present during discussions concerning negotiations regarding the renewal or termination of this Agreement, or (iv) will result in Connections being present during discussions regarding such other matter with respect to which Connections has a conflict of interest.
15. **Non-Discrimination.** Neither Connections nor the Customer will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or State law.
16. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect; provided, however, that if such nullification, in Connections' sole discretion, materially affects Connections' ability to provide the Education Program, Connections may terminate this Agreement.
17. **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Connections or its managing member or an assignment from or to a wholly owned subsidiary of Connections, notice of which shall be provided by Connections to Customer, shall not be deemed a violation of this Agreement if such assignment is made without prior written permission.
18. **Complete Agreement; Modification and Waiver.** This Agreement, including all schedules attached thereto, constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties, provided, however, the parties may execute written amended (including restated) schedules without amending the entirety of the Agreement. Unless any amendment results in a

modification of fee for services or other remuneration to either party, the Head of Customer Success Partners is authorized by Connections to execute schedule amendments. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

19. **Force Majeure.** If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
20. **No Third-Party Rights.** This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.
21. **Professional Fees and Expenses.** Each party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
22. **501(c)(3) Status.** The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance of a determination from the IRS that the School is a tax exempt organization under Internal Revenue Code Section 501(c)(3) (only applicable where a school has applied for 501(c)(3) designation).
23. **Counterparts.** This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.
24. **Compliance with Laws, Policies, Procedures, and Rules.** Each Party will comply with all applicable federal and state laws and regulations including all the specific requirements of the Charter, applicable local ordinances and the School's policies whether or not specifically listed in this Agreement.
25. **Interpretation of Agreement.** The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.
26. **Headings; Exhibits.** The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
27. **Authority to Enter into Agreement.** Each Party represents and warrants that it has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms. Each Party further warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

28. **Electronic Signatures.** This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. This Agreement may also be signed in counterparts, which shall together constitute the signed original Agreement. Each Party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
29. **Survival.** The rights and responsibilities the parties with respect to Fees and State Audit Adjustments; Trademarks; Derivative Works; Confidentiality; Obligations on Termination; Indemnification; Limitation of Liabilities; Notice; Governing Law; Resolution of Disputes; No Third-Party Rights; Professional Fees and Expenses; Compliance with Laws, Policies, Procedures and Rules; Interpretation of Agreement; and Status and Relationship of Parties, shall survive the termination of this Agreement.
30. **Status and Relationship of the Parties.** Connections is a limited liability company organized under the laws of the State of Nevada and is not a division or a part of the Customer. The Customer is the governing board of a State public charter school authorized by State law and is not a division or part of Connections. The parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. No agent or employee of Connections shall be deemed to be an agent or employee of the Customer. Connections shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Customer shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Connections and the Customer is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Connections and the Customer. The Parties acknowledge that Connections has the right to provide the Education Program to others within and outside of the State.



## Schedule 14

### Index of Defined Terms – Nevada Connections Academy

“Academic Year” shall mean the school year as defined by the School Calendar under which the School operates.

“Administrative Staff” means any and all individuals employed by or otherwise providing administrative services for or on behalf of the Education Program operated by the School, including but not limited to Lead School Administrator, Principal, Assistant Principals and Special Education leader whose primary job responsibilities involve day to day operations of the School, including oversight of the Instructional Staff.

“Affiliates” means any entity controlling, controlled by or under common control with another entity. With respect to Connections, Affiliate shall also include Pearson plc and its Affiliates. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

“Applicable Law” is defined herein as the Constitution of the United States, Constitution of the State, the State education laws and/or code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to virtual public charter schools in the State.

“Authorizer” shall mean the agency or other governmental entity authorized by law in the state in which the School is contracting with Connections under the terms of the Agreement to provide the Education Program.

“Authorized Users” shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, Learning Coaches, and School Board members who are authorized to access the EMS, the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

“Caretaker” shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student’s Caretaker.

“Charter” shall mean the authorization to operate a cyber charter school granted by the Authorizer.

“Charter School Law” shall mean the applicable laws and regulations governing charter schools as codified in statutes and code of regulations of the State of Nevada.

“Community Coordinators” shall mean individuals who volunteer their services to coordinate school-sanctioned community activities and field trips that enhance the educational experience

of Students and provide them with the opportunity to engage other Students residing in the immediate geographic area who also attend the School.

“Computer Technology” shall mean (a) computer hardware, software, or both, that shall meet or exceed any specifications required by law, for each eligible student in which one (1) or more Students reside, and (b) any computer hardware, software, or both, required by Administrative Staff or Teachers.

“Confidential Information” shall mean proprietary business, technical and financial information of each of the Parties, including for example and without limitation, each party’s respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement; (h) login and password information for the EMS; (i) technical information such as development methods, computer software, research, inventions, the design and operation of the EMS; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving party or to which the receiving party is otherwise given access by the disclosing Party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing party at all times, and the Parties hereby acknowledge and agree that all such Confidential Information of a Party are its trade secrets. Except as specifically provided for herein, nothing contained in this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving Party, by license or otherwise.

“Content” means the components of a Course and/or Service Delivery Resource (as each is defined herein) licensed, designed, developed, owned or provided by Connections and its third party content partners and delivered in an online format through the EMS (as defined herein) or in an offline format (textbooks and other materials) to teach students in various subjects in grades K–12 and/or to deliver resources in connection with the Services (defined herein). Content may include the courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet® tutorials and LiveLesson® sessions. Connections reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided that the School will receive reasonable notification concerning any substitution or withdrawal that is substantial.

“Course(s)” shall be comprised of a set of lessons and assessments, including Instructional Materials, that shall meet the educational content or other standards established by the State of

Nevada in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

“Curriculum” means a program of instruction provided by Pearson, which includes Content and Instructional Materials accessed primarily through the EMS, that, together with Teacher provider additions and/or modifications, shall meet the educational content or other standards established by the State of Nevada in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

“Derivative Works” include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content or Instructional Materials or other Licensed Collateral may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content or Instructional Materials.

“Destroyed” means at minimum removing personally identifiable information from the Student Record stored on Pearson’s production systems.

“Education Program” has that meaning ascribed to it in Section 1.

“EMS” means the website or Education Management System (also sometimes referred to as Learning Management System, EMS or LMS) with the URL <http://www.Connexus.com>, or such other URL as Pearson or its Affiliates may designate from time to time, through which Authorized Users access Pearson Content via a secure, password protected website. The features and functions of the EMS may be modified and/or updated from time to time by Pearson. Access to the EMS is governed by the Terms of Use located at <https://www.Connexus.com/public/termsOfUse.html> and defined herein.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

“Governing Board” shall mean the governing board of the School.

“Instructional Staff” shall mean all staff providing teaching services to the School, including Teachers, School Counselors, counseling leaders, and Administrative Support Staff (such as administrative assistant).

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include Enrollment Leads, data and materials and other related collateral developed by Pearson, regardless of whether such data, materials and collateral are developed specifically for the School.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, which shall be subject to the review and approval annually by the Customer. Learning Coaches are not employees or contractors of either the School or Pearson; shall not receive any compensation for their services from either Pearson or the Customer; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of “Instructional Aides”.

“Licensed Collateral” shall mean The EMS and all technology, programs, services, and materials hosted thereon to which Customer is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works and other Intellectual Property to which Customer is granted a right of use (whether in digital, print or both and including third party content contained therein or linked to therefrom), and all Pearson trademarks, and the trade name “Nevada Connections Academy”.

“Enrollment Leads” shall mean the Caretaker names, contact information, demographic and other information developed and collected through Pearson marketing efforts (including but not limited to Public Information Campaigns defined herein) at any time before, during or after the initial or any renewal term of this Agreement, including leads, developed and collected through radio, online and television advertisements, online and in person information sessions, the Connections Academy website, surveys and petition gathering efforts, and other marketing activities performed on behalf of Pearson and/or the School.

“Marketplace” shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

“Public Information Campaigns” or “PIC” shall mean such activities as marketing and outreach efforts by offline medial advertising, online advertising, direct mail, telephone calls, traditional public relations, and other advertising efforts, as well as online and in person information sessions, managing social media messaging, etc.

“Privacy Policy” means that certain statement of Pearson’s practices for handling personally identifiable and non-personally identifiable information gathered by Pearson through the EMS or any web site maintained by Pearson from time to time.

“Related Services” shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, social skill development, psych-educational evaluations, closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, adapted physical education, assistive technology, and other services of a similar nature.

“School Calendar” shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. Pearson will provide Educational Products and Services on those days established to be the School

Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under State law. The School Calendar for each Academic Year is subject to the prior approval of the Customer, taking into account all reasonable comments and suggestion by Pearson, and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

“School Staff” shall refer collectively to Lead School Administrator, Administrative Staff and Teachers.

“School Handbook” shall mean the set of policies, rules, and guidelines that are to be followed by Teachers, Students and their Caretakers.

“SDR” means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through the EMS or otherwise.

“Services” means any service provided by Pearson to Students, including therapeutic or educational services, under the terms of the Agreement between the School and Pearson.

“Special Education Protocols” shall mean the policies, procedures and protocols that govern the provision of Special Education Services and shall, at minimum comply with applicable state and federal law requirements.

“Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.

“Special Needs Students” shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEA”) or Section 504 of the Federal Rehabilitation Act of 1973.

“Student” means any person actively enrolled in the School.

“Student Records” shall mean those “educational records,” as defined in subsection (a)(4)(A) of FERPA (as defined herein), which the School or Pearson is required to retain in accordance with state law.

“Teacher” means any and all educators (including Pearson Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of this Agreement and the Charter.

“Terms of Use” means certain rules governing how Authorized Users may and may not use EMS and any Content and Instructional Materials accessible through the EMS. The most current version is located at <https://www.Connexus.com/public/termsofuse.html>.

“Website” means the Pearson website with the URL <http://www.connectionsacademy.com/home.aspx> and any subpages connected thereto.

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