

Transportation Plan and Funding Application 2023-24 School Year



**Nevada State Public
Charter School
Authority**

Respectfully submitted by Ignacio Prado on behalf of
the board of trustees of Futuro Academy Charter School

July 12, 2023

1 APPLICATION COVER SHEET

1.1 GENERAL INFORMATION

Charter School/Holder: Futuro Academy Charter School

Campus Name¹: Futuro Academy Charter School

Sponsor Name: State Public Charter School Authority

School Year²: 2023-24

Title I Status: School *identified* as Title I for the 23-24 SY School *not identified* as Title I for the 23-24 SY

Street Address: 920 N. Lamb Boulevard

City: Las Vegas State: NV Zip: 89110

Primary Contact Name³: Ignacio Prado

Phone Number: 702-509-1612 Email: director@futuroacademy.org

1.2 APPLICATION SUBMISSION

Date of Charter School's Board's Approval of Transportation Plan: 6/28/23

As Attachment 1, provide the copy of the board meeting minutes, draft or final, for the meeting in which the governing body authorized the submission of the transportation plan and funding request. Note that sample board motions for the approval and submission of the transportation plan can be found in Appendix B.

1.3 EXECUTIVE SUMMARY

Total Amount of Funding Requested: \$216,000

Briefly describe the transportation plan and how you plan to use the requested funding, if approved. (300 words or less)

Futuro Academy Charter School is a K-5 Title I elementary school (CEP). The transportation funding will be utilized to provide consistent, reliable, low-barrier bus transportation to students within an approximate radius of 4 miles from the Futuro Academy Campus in East Las Vegas. The chief objectives of this transportation program will be:

1. Remove barriers to consistent attendance, transportation resilience via centralized transit, i.e. providing for transportation challenges, work schedule changes and other barriers, and
2. Remove barriers to enrollment for any family within the immediate area of Futuro Academy that would otherwise require transportation assistance.

¹ Transportation plans must be submitted at the charter school campus level. Each distinct, non-adjacent address is considered a separate charter school campus. If a charter holder wishes to apply for funding for multiple campuses (distinct addresses), a transportation plan must be submitted for each campus.

² School year for which transportation funding is being requested.

³ If the transportation plan is approved, the school's primary contact will be added to the Nevada Department of Education's Emergency Service Directory for Transportation.

1.4 ACKNOWLEDGEMENT

The school acknowledges the following:

- Charter schools that are awarded funding for daily transportation to and from school may not charge any fees for daily transportation to and from school.
- Charter schools providing transportation are responsible for complying with all applicable state and federal laws and regulations pertaining to the transportation of students.
- A school that receives an award will be reimbursed for expenditures made, upon submission of proof of payment of those expenditures. A school that receives an award may request a waiver to the reimbursement requirement. Waiver requests must be made in writing, thoroughly articulated, and align to the transportation plan.
- Before implementing an approved transportation plan a charter school must provide the following, as they pertain to the components of the transportation plan:
 - Provide evidence of proper insurance coverage pursuant to NRS 386.795;
 - Provide evidence that any school buses have inspected by the Department of Public Safety to ensure that the vehicle is mechanically safe and meets the minimum specifications established by the State Board of Education;
 - Provide written attestation that any vans or other vehicles that are designed for up to 10 passengers are in good repair pursuant to NRS 386.830; and
 - Complete the driver certification form demonstrating that bus, van, or other vehicle driver(s) have met all training, testing, and fingerprinting requirements.
- Charter schools providing transportation are required to submit certain reports to the Nevada Department of Education, including but not limited to the Annual Transportation Report and the Stop Arm Violation Report.

Ignacio Prado

7/3/23

Primary Contact Name

Date

Signature



2 TRANSPORTATION PLAN

2.1 DEMONSTRATION OF NEED

- 1) Describe the current transportation options available to students and identify the gaps and limitations. Include data on the number of students who need transportation and their geographic distribution.

Currently, Futuro Academy families are solely responsible for transporting students, with the exception of at-risk students (homeless, foster) who may qualify for RTC passes.

We expect approximately 460 students to be enrolled at Futuro Academy in SY23-24, with the vast majority residing within a 4-mile commute concentrated in the Northeast of the valley south of Nellis Air Force Base.

This densely populated distribution, along with our location on the cross streets of two arterial streets (Lamb Boulevard and Washington Avenue) provide a unique challenge in transporting students to and from school. Arrival and dismissal take approximately 20 minutes to clear each session, and require a tightly controlled system to manage vehicle flow. This can create a serious burden on the average family, requiring a significant investment in time and resources from each household to simply drop off and pick up students.

Given that the most common withdrawal reason is transportation, and that we are still seeing approximately 33.4% chronic absenteeism, we believe anywhere between 15-40% of our students would benefit from centralized transportation to improve their on-time attendance rate and their average daily attendance.

- 2) Describe how the school's Transportation Plan, if approved and funded, is likely to materially improve access to education in the region served by the transportation plan.

Given that the most common withdrawal reason is transportation, and that we are still seeing approximately 33.4% chronic absenteeism, we believe anywhere between 15-40% of our students would benefit from centralized transportation.

This benefit does not capture firm, quantitative data regarding the number of students who are currently either choosing not to apply or to persist in the enrollment process due to transportation barriers. Although Futuro Academy has always maintained target enrollment with waitlists, we are keenly aware that this may be due to high demand in our community due to general school overcrowding, school quality concerns, and other variables which households with the means and motivation to overcome the lack of transportation services provide.

The multi-year effect of providing transportation may also materially increase the number of students within a tighter radius of the school, ensuring it is truly reflective of the community, as it is likely to capture students who live close to our campus but cannot walk the distance to our campus.

2.2 PROGRAM DESIGN

For those charter schools sponsored by the SPCSA that do not already have approval to transport students to and from school, the Program Design section will constitute an amendment request pursuant to NAC 388A.330(4).

- 1) Describe the transportation program. Include the following:
 - a. How do you plan to provide transportation to students?
 - b. How many students will be served by the proposed transportation plan?
 - c. What grade levels will be served by the proposed transportation plan?
 - d. What geographic area(s) will be served by the proposed transportation plan?
 - e. Describe all policies pertaining to the transportation program such as student eligibility, how students will be prioritized if the transportation program is oversubscribed, etc.
 - f. Describe the implementation timeline for the transportation program.

- a. Futuro Academy intends to fund a centralized bussing program comprising 3 routes targeting between 15-40% of our enrolled student body.
- b. Futuro Academy intends to enroll between 120-180 students via centralized bussing.
- c. The program will serve grades Kindergarten-5th Grade
- d. The area served by centralized bussing will comprise an approximate 4 mile radius around the Futuro Academy campus.
- e. Futuro Academy will utilize the exact mechanisms of its existing lottery and enrollment system to prioritize students in the event it is over-subscribed (defined application period>lottery with defined enrollment priorities codified in Futuro Academy's enrollment policy>initial randomized waitlist>rolling basis waitlist).
- f. Futuro Academy is in the process of information sharing with vendors in order to establish launch readiness. Futuro Academy targets transportation launching in Fall of 2023 as soon as practicable given all necessary approvals from the SPCSA and governing and licensing bodies for transportation providers.

- 2) List and thoroughly describe any partnerships or contracts under which the school may provide the transportation services. As Attachment 2 provide a copy of the contract (or draft contract).

Futuro Academy will only undertake transportation services in the SY2023-24 or SY24-25 timeframe is a qualified, approved vendor is provided.

There has been no specific vendor awarded a contract, but initial conversations with Opportunity 180, a local educational philanthropy, have taken place to receive technical assistance identifying a vendor.

Additionally, exploratory conversations and high-level needs analysis has taken place with Yellow Lines, LLC to potentially partner for contracted services, including a non-binding Letter of Intent (LOI) to engage services if approved (attached as Attachment 2a), a draft contract for services (attached as Attachment 2b), and a draft scope of work to be completed (attached as Attachment 2c).

Schools proposing to provide bus or van/vehicle transportation must answer questions 3-8. This section is not required if the school's plan only contemplates the use of public transportation.

- 3) Describe the scope and scale of the transportation that will be offered:
- Provide the number of vehicles, make and model of each vehicle, and capacity of each vehicle;
 - Provide the number of daily routes operated; and
 - Provide the average number of students per route (to calculate the average number of students per route, take the total of students transported, including pre-K and special education, and divide by the number of routes).

Futuro Academy intends to contract with a qualified provider whom will be solely responsible for retention and maintenance of vehicles, optimized routing, and maintaining safety, including all applicable ratios for student ratios. Tentatively, Futuro Academy seeks to requisition the following:

- Futuro Academy intends to contract 3 routes transporting between 40-60 students each (120-180 students), presumably serviced by at least 3 vehicles for before and after school routes.
- 3 routes before and after the school day
- Between 40-60 students per school bus

- 4) Describe the proposed transportation routes and schedules, including a description of the pick-up/drop-off location(s) and how they comply with NRS 386.840. If possible, provide a tentative map of the transportation routes.

Futuro Academy will contract with a qualified vendor who will assume responsibility of optimized routing and compliance, including production of transportation route schedules and maps, and compliance with legal requirements. The contractual relationship will be contingent on performance of these requirements, including compliance with NRS 386.840.

In providing anonymized, high-level information to potential partners and technical assistance organization, Futuro Academy expects to run 3 routes to the North, East, and South, with a relatively less dense amount of enrollments to the West of the campus where arterial streets collide with I-15 which serves as a barrier.

A tentative 3 route map with tentative stop schedule is provided as Supplemental A.

- 5) Explain how the school will ensure compliance with [Nevada's School Bus Standards](#), and Nevada Revised Statutes and Regulations, particularly NRS 386.790 through NRS 386.845 and NAC 386.500 through NAC 386.555.

Futuro Academy Charter School will contract with a qualified vendor, and make contractual relationship contingent on performance of this requirement, including the ability to inspect records and regularly monitor compliance, and require necessary documentation, including specifically compliance with the Nevada School Bus Standards, and Nevada Revised Statutes and Regulations, particularly NRS 386.790 through NRS 386.845 and NAC 386.500 through NAC 386.555.

Additional detail regarding specific requirements that will be monitored can be reviewed in a master compliance checklist for this purpose provided as Supplemental B.

- 6) Describe how the school will comply with requirements and protocols for driver training and safety. For school bus transportation, confirm that the driver(s) of the school bus will meet the minimum qualifications as described in NRS 386.825 and describe how the school will maintain all required employer documentation per Nevada Department of Education regulatory guidance for school bus operations.

Futuro Academy Charter School will contract with a qualified vendor, and make contractual relationship contingent on performance of this requirement, including the ability to inspect records and regularly monitor compliance, and require necessary documentation, particularly NRS386.825.

Additional detail regarding specific requirements that will be monitored can be reviewed in a master compliance checklist for this purpose provided as Supplemental B.

- 7) Describe how the school and/or transportation vendor will ensure student safety, including complying with NRS 386.820, as applicable. Include:
- a. The proposed schedule for practicing student evacuation
 - b. A description of the bus/vehicle safety program

Futuro Academy Charter School will contract with a qualified vendor, and make contractual relationship contingent on performance of this requirement, including the ability to inspect records and regularly monitor compliance, and require necessary documentation, including NRS 386.820. As a requirement of the contractual relationship, the selected vendor must demonstrate proof of performance of evacuation drills, and development of a vehicle safety program.

Additional detail regarding specific requirements that will be monitored can be reviewed in a master compliance checklist for this purpose provided as Supplemental B.

- 8) **Optional:** For schools that intend to transport students to and from activities and programs, describe how the school and/or transportation vendor will comply with NRS 386.815 regarding operating a school bus for extended periods of time, if applicable. *Note that transportation funding cannot be used to cover the expenses associated with field trips and extracurricular activities. However, SPCSA-sponsored schools should complete this question if they are seeking a transportation amendment and intend to transport students to and from activities and programs.*

Futuro Academy Charter School will contract with a qualified vendor, and make contractual relationship contingent on performance of this requirement, including the ability to inspect records and regularly monitor compliance, and require necessary documentation.

Futuro Academy will explore partnerships for field trips (approximately 6 annually) that will NOT be funded by AB400 funding. Previously these services have been provided by coach bus operators not qualified to provide daily school bussing operations.

If services are provided by the same vendor who provides daily transportation requirements, strict segregation of billing for coding and reimbursement purposes will be required.

2.3 SCHOOL INFORMATION

- 1) Explain why academic, financial and organizational performance of the charter school indicates the transportation plan is in the interest of the students who will be served by the transportation plan.

ACADEMIC:

Futuro Academy continues to suffer from abnormally high chronic absenteeism (approximately 33.4% as of end of year SY2022-23). It is the most unambiguous opportunity area for growth in the Nevada School Performance Framework. Approximately 1 in 3 students, currently, is at academic risk regardless of any other school-based intervention due to their low average attendance. Centralized transportation will directly address transportation resilience to ensure students attend the greatest amount of time possible excluding insurmountable obstacles like illness or emergencies.

FINANCIAL:

Although Futuro Academy does not intend to increase overall enrollment and is on a multi-year trend of strong financial health, providing transportation will address the threat of enrollment decline due to saturation or trends in enrollment as an additional access point for a greater amount of households in the immediate area of the campus. Additionally, transporting students to school consistently and increasing attendance will lift a fiscal burden from other Tier 2 or Tier 3 intervention systems such as tutoring or summer school if consistent attendance addresses the underlying cause of educational underperformance.

ORGANIZATIONAL:

The arrival and dismissal systems which are generally utilized by greater than 95% of families driving a vehicle onto the Futuro Academy log place a heavy operational burden, disproportionately utilizing staff time and energy on operational, safety, or school culture related tasks. A transportation system could reduce the duty load by as much as 50% for some key staff who can focus on other areas of organizational performance.

- 2) For charter schools not sponsored by the SPCSA, provide a summary of any findings under the Authorizer's Performance Framework (NRS 388A.273) for the preceding three years and the actions taken by the school to address the findings. Include as Attachment 3 copies of the Authorizer's Performance Framework reports for the preceding three years.

N/A

- 3) For schools not sponsored by the SPCSA, provide as Attachment 4 the current charter contract, including evidence that the school has been approved to provide transportation. If the school has not been approved to provide transportation, describe the school's plans to receive approval pursuant to NAC 388A.330(4).

N/A

3 BUDGET

Pursuant to Assembly Bill 400, Section 28.5(3)(e), schools may be funded up to the average per pupil cost for transportation in the school district in which the charter school is located.

- 1) What is the total number of students enrolled at the charter school campus based on the 4th quarter Average Daily Enrollment (ADE) from the 2022-23 school year? *New schools and those schools that were approved for an Exceptional Enrollment Growth Adjustment (EEGA) should report the audited enrollment number.*

458.88

- 2) As Attachment 5, provide a copy of the 4th quarter ADE report. *New schools and those schools that were approved for an Exceptional Enrollment Growth Adjustment (EEGA) should provide a copy of the signed funding request.*

- 3) Which county is the charter school campus located in? Clark County

For reference, per pupil funding amounts by school district are included below.

School District	Per Pupil Transportation Funding (Based on the FY19-FY22 four-year average)
Carson City	\$359
Churchill County	\$519
Clark County	\$481
Elko County	\$480
Washoe County	\$392
White Pine County	\$968

- 4) Use the Transportation Budget Workbook to show how the transportation funds being requested will be used to support the school’s proposed Transportation Plan. For each item in the budget include Object Code; Function Code; Quantity; Salary, Rental or Unit Cost; and Narrative. The Narrative should include details on the purpose, justification for the cost, and the cost calculation. Submit the Transportation Budget Workbook as Attachment 6.

- 5) If necessary, provide any additional narrative in support of the budget details.

Futuro Academy is seeking to add 3 routes to be contracted by a qualified vendor and fund those routes on a per-route basis.

Additionally, Futuro Academy is requesting support staff duty time directly related to the objective of providing this transportation in order to account for additional duties incurred related to staging, loading and unloading, and safely transporting students as they may be performed by a Futuro Academy staff member.



Futuro Academy Charter School
920 N. Lamb Boulevard
Las Vegas, NV 89110
Tel: 702-509-1612

From: John Pictum, Futuro Board of Trustees President

Date: 7/12/23

Subject: Contract Amendment Request and Good Cause Exemption

To:

State Public Charter School Authority (SPCSA)

1749 N. Stewart Street, Suite 40

Carson City, NV 89706

Dear Honorable Members of the SPCSA and SPCSA Staff,

On behalf of Futuro Academy Charter School in East Las Vegas (Futuro), I am requesting the SPCSA grant us a Good Cause Exemption to amend our charter outside of the traditional amendment cycle. The historic increase of funding ratified in June 2023 at the Nevada Legislature has created the path to meaningfully address providing centralized transportation via funding provided by AB400 and prioritizing class size. Due to the timely nature of completing these changes in time for the 2023-24 school year, we request our amendment be considered outside of the next possible timeframe in Fall 2023.

The Futuro Board of Trustees unanimously approved this request to amend our charter at our meeting held June 28, 2023.

Thank you for your consideration of our request.

John Pictum

Printed Name of Charter School Representative

Board President

Title

**Futuro Academy Public Charter School
Board of Trustees Special Meeting Agenda**



June 28, 2023 | 6:00 pm
Location: 920 N. Lamb Boulevard, Las Vegas, NV 89110 - Room: 156 (Conference Room)

Call In Information:
Meeting ID: 873 1418 7032
Passcode: 353783
+1(669) 900-9128

I. Order & Roll Call	
II. Public Comment	Public Comment*
III. Information	<p>Enrollment Update – YTD update as of 6/28/23, Historical Review and Class Size Comparisons</p> <p>The Executive Director will provide the exact counts of registrations completed as of 6/28/23 via a SchoolMint extract to inform SY23-24 realistic enrollment to date with an effective target of 490 through at least 6/28/23. The executive director will provide a historical review of ADE by SY2017-18 to SY2022-23 and correlated class sizes compared with the overall average of the SPCSA and CCSD, as well as the nearest comparison elementary schools specifically.</p>
IV. For Possible Action	<p>Motion to request Good Cause Exemption for Contract Amendments</p> <p>Motion as attached to request good cause exemption for requesting contract amendments outside of the regular window due to two unknown variables during the Spring Amendment window:</p> <ol style="list-style-type: none"> 1. The passage and approval of AB400 during the legislative session ending in June providing charter school transportation funding, hence causing Futuro Academy to seek a transportation vendor to provide transportation for students. 2. The passage and approval of the education budget bill during the legislative session ending funding Pupil Centered Funding Plan revenues at much higher rates than FY23 (greater than 20% increase in overall state funding) causing Futuro Academy to request a change in enrollment pattern from to the current contracted 522 students (29 per homeroom) to a reduced number to maintain progress on lowering class size. The Board will be presented with a sensitivity analysis to finalize the exact requested baseline enrollment.
VI. Public Comment	Public Comment*
	Adjournment

This is a stacked agenda. Agenda items may be reordered or combined for consideration. Futuro Academy makes reasonable accommodations for participants, for any accommodation requests, or for a copy of any meeting materials, please contact Ignacio Prado at director@futuroacademy.org

*No action may be taken upon matters raised under public comment unless the matter itself is specifically included on the agenda. At the discretion of the chair, public comment may be restricted in overall time or maximum per speaker time in order to conduct public business in reasonable time. Futuro Academy does not discriminate based on viewpoint.

Meeting notices posted:

Futuro Academy – 920 N. Lamb Boulevard, Las Vegas, NV 89110 | East Las Vegas Community Center, 250 N. Eastern Ave, NV 89101
East Las Vegas Library, 2851 E Bonanza Road, Las Vegas, NV 89110 | Grant Sawyer Building, 555 E. Washington Ave, Las Vegas, NV 89101



**Board of Trustees Special Meeting
June 28, 2023
920 N. Lamb Boulevard, Las Vegas, NV
Room – Conference Room**

I. Call To Order

A Special Meeting of the Futuro Academy Charter School Board of Trustees, a Nevada nonprofit corporation, was held on June 28, 2023 and was called to order at approximately 6:05 pm. Those in attendance did constitute a quorum:

Present (remotely): Ela Garcia, David Dzarnoski, Jennifer Roberts, Erik Simpkins

Absent: John Pictum, Richard Manhattan, Chelsea Parado

Also in attendance:

- In person - Ignacio Prado (Lead Founder & Executive Director)

II. Public Comment – 6:06 pm

None present.

Information/Possible Action

III. Enrollment Update – YTD as of 6/28/23, Historical Review and Class Size Comparisons

The Executive Director provided current projections for Day 1 and Count Day of SY2023-24 school year, along with comparison data for the State of Nevada, the SPCSA, the CCSD, and two comparison schools (Cambeiro and Mater Bonanza) as references for comparisons of instructional staff and class size ratios.

IV. Motion to Request Good Cause Exemption for Contract Amendments

Discussion: The Executive Director presented two amendment scenarios for consideration of the board:

- addition of transportation services
- reduction to a budget ADE below our contracted limit of 470 (90% of 522, the current baseline number)

The board reviewed several multi-year scenarios ranging from 441 ADE – 468 ADE for enrollment ranges below the current contractual range. After discussion regarding the financial impacts of changing the multi-year forecast to address concerns raised by Trustee Roberts during the 6/21/23 meeting, the board arrived at a consensus of a 450 ADE baseline while setting an operating target of 460 students to ensure sustainability and financial health as it provided a much stronger outlook than the initial 441 ADE model.

The board members also asked several questions about the cost of adding a transportation program. The Executive Director indicated that AB400 had specifically added a per-pupil amount to be added to cover transportation expenses, and that our proposal would be a cost-neutral program that funds the cost of a vendor and additional duties. Trustee Dzarnoski inquired about additional insurance costs, to which the Executive Director indicated that they are likely to occur and not actually be covered by the grant. Even if doubled, the potential liability insurance

exposure is around \$20,000 (the current umbrella policy is approximately \$19,000), for which the board understood may be encumbered but is well within the range of our current operating surplus.

Motion to approve the Good Cause Exemption to request an contract change to an ADE baseline of 450 annually (25 students per homeroom), and to additionally request transportation be added per the new program established by AB400 made by Dzarnoski. Seconded by Garcia.

-Passed Without Dissent

VI. Public Comment – 7:02 pm

IX. Adjournment

Motion to adjourn by Garcia at approximately 7:02 pm.

Date of Approval

Secretary

Date Signed

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is by and between Bright Yellow Lines, LLC, a Nevada Limited Liability Company ("Yellow Lines") with an address of 48 Vallejo Verde Street and Futuro Academy Public Charter School, a Nevada charter school with an address of 920 N Lamb Blvd, Las Vegas, NV 89110 ("Charter School") and is effective as of the date signed by the Charter School ("Effective Date").

THE PARTIES HEREBY AGREE TO BE BOUND BY THE FOLLOWING TERMS:

1. (RESERVED)
2. Term. The term of this Agreement ("Term") shall commence on the Effective Date and, unless earlier terminated pursuant to the terms of this Agreement, shall continue until either the last day the Charter School holds classes in the 2023-2024 school year or May 31st, 2024, whichever is later (the "Lapse Date").
3. Services. Rates. and Payment. Yellow Lines agrees to perform the following services for the Charter School at the following rates:
 - a. Services. During the Term, on each day the Charter School is in session and students are attending class (as reflected on the Charter School's school calendar available on its website or as otherwise identified in writing by the Charter School), Yellow Lines will provide the following services (collectively, the "Services"):
 - a Provide a sufficiently sized bus for each route (the "Bus");
 - b To pick-up all the students identified by the Charter School from time to time (the "Bus Riders");
 - c During the scheduled times agreed upon during route planning.
 - d Drop the Bus Riders off at their respective stops as identified on the route map, as reflected in Charter School's approved transportation plan to the SPCSA, and as may be amended from time to time upon mutual written agreement of the parties (the "Route").

In the event of any delay in Service for any reason, Yellow Lines will immediately notify the Charter School of the delay's cause and estimated length. Yellow Lines will do everything it can, at its sole cost and expense, to minimize the delay and still provide Services that school day, including but not limited to providing a replacement Bus (meeting the requirements of this Agreement) to provide the Services.

** If Gas prices rise about 4.75, there will be an additional charge to help cover the cost of gas at 100.00 per bus per month
 - b. Fee. In consideration of the Services, the Charter School will pay Yellow Lines \$6,600 per bus for each month Yellow Lines provides the Services (the "Fee"), up to 10 months. In the event Yellow Lines is unable to provide the Services on a school day or provides significantly delayed Services, as determined by the Charter School, Yellow Lines will credit the Charter School an amount equal to the daily Fee for the given route.
 - c. The Bus. Yellow Lines will ensure, at its sole cost and expense, every Bus it uses to provide the Services: (i) has properly functioning air conditioning and heat at all times; (ii) is clean and in

safe operating condition; (iii) is lawfully able to be operated on public roads and highways in compliance with all applicable laws, regulations, and industry standards; and (iv) is well-maintained, properly serviced, and is at all times compliant with all applicable standards of the industry, including NDE, NDOT and NDPS guidelines and requirements.

- d. Invoices. At the beginning of each month, Yellow Lines will deliver an invoice reflecting the Fee, the number of actual days the Services were provided to the Charter School, as well as any credits due to the Charter School arising from the immediately preceding month. The Charter School will remit payment to Yellow Lines within 5 days of receiving Event Source's invoice ("Due Date"). In the event the Charter School has not sent payment within than five (5) days after the Due Date, then a \$25 late fee will be charged to the Charter School per day. In the event the Charter School has not sent payment within 15 days after the Due Date, Yellow Lines, in its sole discretion, has the absolute right to suspend its provision of Services to the Charter School until the invoice is paid by the Charter School, at which point Yellow Lines will resume the Services.
- e. Notice of termination of contract: Either party may terminate this Agreement, in its sole discretion and without further liability, by providing 30 days written notice to the other party.
- f. Insurance. At its expense, Contractor shall always maintain insurance coverage sufficient to cover its obligations under this Agreement, including at least:
 - a. General commercial liability insurance of \$ 1,000,000 per occurrence and \$2,000,000 in the aggregate, including abuse and molestation coverage of at least \$ 1,000,000 per occurrence, advertising injury coverage, products and completed operations coverage, and independent contractors' coverage.
 - b. comprehensive commercial automobile liability insurance covering all owned, non-owned, and hired automobiles with coverage (not excluding passengers) of at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage; and
 - c. workers' compensation insurance meeting the statutory requirements and limits in Nevada.

For coverages (a) and (b), Yellow Lines will ensure the Charter School property is a covered location, will provide the Charter School with certificates of insurance and endorsements naming "Vista College Preparatory and its directors, officers, employees, and agents" as additional insureds and will provide a waiver of subrogation in favor of "Vista College Preparatory." All policies maintained by Yellow Lines in satisfaction of this Section must be issued on a primary and noncontributory basis and may not contain any insured vs. insured exclusions that would prejudice the Charter School's rights under the policies. Coverages required in this Section may be satisfied through a combination of coverages, including through an umbrella policy; however, all policies must be issued from a company rated A or better by A.M. Best and be licensed to do business in Nevada. Yellow Lines will provide the school with thirty (30) days' written notice of any cancellation, renewal, or material change to coverages.

The Charter School is not responsible for any fees arising out of this Agreement unless Yellow Lines provides the Charter School with effective certificates of insurance, endorsements, and waivers of subrogation, as required by this Section.

- g. Personnel. Throughout the Term, Yellow Lines will ensure that all persons providing Services, including Bus Aides and Drivers meet all requirements for Nevada school transportation personnel. Upon the Charter School's reasonable request, Yellow Lines will promptly (the person will not have further contact with Bus Riders unless approved in writing by the Charter School) replace any person it has assigned to provide Services with someone acceptable to the Charter School and who meets the above identified qualifications. Yellow Lines will ensure all its personnel conduct themselves at all times in a professional manner, enforce the Charter School's expectations for student conduct, and promptly report any Bus Rider misbehavior to the Charter School.

In addition to the foregoing and in accordance with all applicable Nevada statute and regulations, Yellow Lines will ensure all transportation personnel involved in carrying out Yellow Lines' s duties under this Agreement, including all drivers, possess: the appropriate license class for the size of school bus being operated, as issued by the Department of Transportation; a bus endorsement issued by the Department of Transportation; and a school bus certificate issued by the Department of Public Safety. Such personnel shall also maintain minimum standards and completed training and instruction, as required by Nevada statute and regulations.

- h. Compliance with Laws. At all times during the Term, Yellow Lines will remain compliant with all applicable state, local, and federal laws and regulations relating to the transportation of children.

The Charter school will provide a 100% fully refundable deposit in the amount of two weeks of transportation services at the beginning of the school year, that The Charter school would get back at the end of the school year. The deposit could be applied to the last invoice of the year or be paid back in full to the school.

4. Contractual Obligations of Charter School. The Charter School is responsible for the following under this Agreement:

- a. The Charter school will provide timely notice to Yellow Lines of any specialized transportation needs of Bus Riders and Yellow Lines shall thereafter, at Yellow Lines' s sole cost, fully meet such needs.
- b. The parties understand and agree that nothing in this Agreement shall be construed to create a partnership, joint venture, or employee/employer relationship between the parties and that Yellow Lines shall always be free to perform the same or similar transportation services for others, as well as engage in any other business activities or other fields of business.
- c. The Charter school will, in its sole discretion, notify Yellow Lines, in a timely manner, of any complaints made by Charter School staff or Bus Riders relating to any of Yellow Lines' s staff and Yellow Lines shall promptly investigate, respond to, and, as necessary, remedy the issue underlying the complaint.

- d. Yellow Lines will provide to the school a copy of the Bus Insurance, drivers name, driver's license, fingerprint card and First Aid and CPR card.

Agreement and that they are not a party to any agreements, written or otherwise, that would materially conflict with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written in the preamble herein.

BRIGHT YELLOW LINES, LLC

FUTURO ACADEMY PUBLIC CHARTER SCHOOL

BY _____

BY _____

DATE _____

DATE _____

DRAFT

Bright Yellow Lines

Full Transportation Services Scope of Work for Futuro Academy

For an annual contract of \$66,000 per route, Bright Yellow Lines (BYL) will support Futuro Academy in launching and operating a.m. and p.m. student transportation services.

Under this agreement, Futuro will not need to hire any drivers, purchase any buses, or budget for any unexpected expenses such as maintenance or fuel. BYL will invoice Futuro for a monthly fee and then will operate all aspects of the transportation operation.

Prior to providing any student transportation services to The School, BYL will provide the following services:

1. Provide a template for The School's State Public Charter School (SPCSA) Transportation Plan and funding request regarding the addition of pupil transportation.
2. Present to The School's board of directors on the benefits, costs, and compliance implications of pupil transportation.
3. Engage in route planning and scheduling.
4. Support The School's operations team with creating bus safety routines and procedures documentation (e.g., afternoon drop-off procedures for kindergarten riders who do not have an older sibling on the bus).
5. Support The School in drafting parent communication about bus routes.
6. Support The School in creating bus rider registration forms.
7. Review The School's student arrival and dismissal procedures and recommend bus loading and unloading procedures (DISCLAIMER: BYL are not civil engineers, so any implications for The School's traffic and circulation plans, or related permits are outside of this scope of work. However, BYL is available to consult with The School's civil engineer)
8. Provide a template for student bus expectations and discipline procedures. BYL will not interface with parents regarding student discipline decisions and ridership privileges.

Beginning in August 2023, BYL will provide the following ongoing services:

1. Provide before and after school transportation services based on the on the schedule mutually agreed upon between BYL and Futuro.
2. Support The School in submitting compliance reporting and reimbursement requests related to pupil transportation services.
 - a. Note: the specifics of this service are not yet defined because regulations and processes are not yet written, and requested funding for transportation is not yet guaranteed.

Nevada Department of Education
FY23 Quarterly Average Daily Enrollment Certification



6/30/2023

I, Ignacio Prado hereby certify that:

I, or my designated representative, have validated the Q3 of FY23 student enrollment data calculated and generated by Infinite Campus Nevada State Reporting Average Daily Enrollment reports, including resolving any overlaps to the best of our ability and confirming district of residence, in accordance with the *ADE Validation & Certification Guidance (Updated 8/1/2022)* and the direction of NDE SAIN Support.

The following validated reports have been downloaded from Infinite Campus and uploaded to Bighorn under Files > Fiscal Reporting under the appropriate school and/or district folder, and I affirm their completeness and accuracy for the purposes of Pupil-Centered Funding payments:

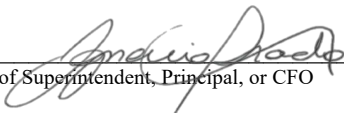
- x School Detail Report
- x District/Charter Summary Report
- Non-Traditional Student Supplemental Attendance (N/A)
- x Enrollment Overlap Report, with justification
- Supplementary Reports of Enrollment and Attendance, to include, as applicable: (N/A)
 - Out of State Pupils
 - Resident Pupils Attending School Out of State
 - Interlocal Students
 - Pupils receiving Residential Treatment in a Hospital or other Facility

For Futuro Academy Charter School , the total Average Daily Enrollment Count is 458.88. This number is calculated from the **Detail** report and has been rounded to the **second decimal place** pursuant to the *2022 ADE Validation & Certification Guidance*.

I understand that all ADE figures are subject to review, verification, and potential adjustment by the Nevada Department of Education, including requested adjustments, which must be authenticated by audit prior to the annual True-Up.

The primary contact in my local education agency for ADE questions is:

ADE Preparer	Ignacio Prado
Title	Executive Director
Phone Number	702-509-1612
Email	Director@futuroacademy.org



Signature of Superintendent, Principal, or CFO

6/30/23
Date

Charter School/Holder Name: Futuro Academy Charter School

Campus Name: Futuro Academy Elementary

Object Code	Function Code	Quantity	Salary, Rental or Unit Cost	Narrative
Student Transportation Service	Transportation	3	66,000	Futuro Academy: 3 routes to service between 40 to 60 students each, at a rate of \$66,000 per route provided by Yellow Lines, LLC or equivalent vendor.
Salaries	Transportation	150	35	Futuro Academy: 150 RTC 30-day passes for transportation supports for at-risk students not within centralized transportation range.