

## **Table of Contents**

SCHOOL MANAGEMENT CONTRACTS	1
FINANCIAL PLAN	7

### **ATTACHMENTS**

Attachment 1	11
Attachment 2	12
Attachment 3	14
Attachment 4	15
Attachment 5	20
Attachment 6	36
Attachment 7	44
Attachment 8	45
Attachment 9	48
Attachment 10	50
Attachment 11	52
Attachment 12	53
Attachment 13	57
Attachment 14	68
Attachment 15	69
Attachment 16	70
Attachment 17	71

## **SCHOOL MANAGEMENT CONTRACTS**

- (1) Please provide the EMO's Tax Identification Number (EIN), Organizational Location Address, and Organizational Mailing Address.

EIN: 82-0925866

Location and Mailing Address:  
VMV CONSULTING, LLC  
19935 E Chandler Heights Road  
Queen Creek, AZ 85142

- (2) How and why was the EMO selected?

The governing board (the "Board") of American Leadership Academy - North Las Vegas ("ALA NLV") chose ALA NLV due to the EMO member's experience developing and operating highly successful charter schools from start-up onward, the competitive pricing, and the extensive range of services that the EMO would be able to provide to help ALA NLV manage its School.

The Board discussed the benefits of hiring an EMO versus providing the services themselves and determined that it would be more cost effective to hire VMV, and also determined that VMV would likely provide the services in a professional and efficient manner. The Board hired independent counsel to review the EMO Agreement to ensure the terms were drafted in the best interest of the School and to ensure that the Agreement complied with Nevada state law. The Board also discussed a comparison against other EMO's rates which revealed that VMV's price is very competitive and fair for the services being rendered. Specifically, Legacy Traditional School of Henderson indicated costs of \$1,072 per student paid to their management organization. The Board determined that the fees paid to the EMO are fair and would result in cost savings over time as VMV is able to purchase items on an economy of scale model and is able to share resource they have already established. The Board also discussed whether the term of the Agreement was reasonable, whether ALA VMV had the option to terminate the Agreement, and whether there were specific performance metrics by which ALA NLV could hold VMV accountable.

- (3) If this amendment would result in the approval of an EMO other than that approved in the initial charter application, please explain in detail the rationale for the change.

ALA NLV's charter application disclosed a relationship with American Leadership Academy, Inc. ("ALA"), more specifically that ALA NLV would enter into a licensing agreement with ALA in order to ensure that the same high level of achievement that has been obtained by ALA in Arizona, will be obtained by ALA NLV in Nevada.

Since the submittal of ALA NLV's charter application, the founders of ALA have formed an EMO named VMV Consulting, LLC. It has been the intent of the ALA founders to create a separate entity that would operate as an EMO for the past few years. However, the entity was not formed prior to submitting ALA NLV's charter application and therefore ALA NLV disclosed the relationship with ALA, with the knowledge that the founders of ALA were forming an EMO and with the intent to enter into an Agreement with the EMO that was subsequently established.

- (4) Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).

The EMO will provide services to the charter school as a whole.

- (5) Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls (including any compensatory controls) that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.

The role of Service Provider is to serve at the will and guidance of the board. Service Provider will carry out the defined responsibilities found in the agreement in a manner that is consistent with the school mission.

The Board is responsible for overseeing all of ALA NLV's operations and determining the academic direction of the School. It is the responsibility of the Board to carry out the provisions of NRS 386.490 through 386.610. It shall be the responsibility of the Board to know the law and regulations governing the school, attend conferences and technical assistance meetings, avoid conflicts of interest, assign student interests and academic achievement as the top priority of the school, maintain a diverse governing body, and maintain accountability and transparency in all operations.

The Board expects Service Provider to perform each of the specific duties of the Agreement. The Board expects Service Provider to provide regular and effective professional development resources which result in improved instruction and academic performance, as measured by the administrator's teacher evaluations and student assessments. The Board expects Service Provider to successfully assist ALA NLV in completing the accreditation process. The Board expects Service Provider to work closely with the Executive Director in developing open and ongoing communication which includes assistance in problem solving, successful planning strategies, and shared technology programs and training.

Annually, each Board Member and the Executive Director will evaluate Service Provider in three main areas, including: Academic, Financial, and Operational.

In evaluating the Service Provider, the Board and the Executive Director will use the following rubric:

1. Exceeds Expectations: The Service Provider exceeds expectations by providing an excellent level of service. Service Provider anticipates problems and responds immediately to urgent requests.
2. Satisfactory: The Service Provider consistently meets all performance expectations in timeliness, accuracy, responsiveness, efficiency, and integrity. In the rare event of failing to meet expectations, the Service Provider acknowledges the deficiency and takes appropriate corrective action.
3. Needs Improvement: The Service Provider has occasionally failed to meet expectations, or has made a material error but otherwise has performed satisfactorily. In response to such failure, the Service Provider is slow to respond or challenges the facts rather than focusing on solving the problem proactively.

4. Unsatisfactory: The Service Provider consistently fails to meet expectations, is inflexible when urgent requests are made, does not respond quickly to communication, and does not embody ALA NLV's mission and vision.

The Board will adopt sound financial policies and accounting procedures in accordance with Nevada Law. These policies will ensure effective internal controls over revenues, expenses and fixed assets and will be evaluated on a regular basis to ensure compliance with all statutory and regulatory authorities.

The Executive Director will be responsible for all aspects of School operations within the scope of operating policy and budgetary approval by the Board. The School's on-site administration/faculty and staff will report directly to the Assistant Director, who then reports to the Director, who then reports to the Executive Director, who then reports to the Board. The EMO, contracted by the Board, will provide financial services if determined to be necessary and approved by the Board. The Board will be responsible for the following:

1. Reviewing and approving a preliminary annual budget prior to the beginning of the fiscal year;
2. Reviewing quarterly financial statements, which include a balance sheet and statement of revenue, expenditures and changes in fund balance, at each public board meeting;
3. Annually adopting and maintaining operating budget for the School;
4. Retaining the services of a certified public accountant/auditor to conduct the annual independent financial audit;
5. Reviewing and approving the audit report, including audit findings and recommendations; and
6. Reporting to all applicable legal agencies including the charter school's sponsor.

The Director will manage the daily operations and site-based finances, including expenditures and receivables and seek prior approval from the Board for expenditures over a pre-approved amount. The Director and EMO will report on a monthly basis to the Board on all payroll reports, financial statements, and any other information requested by the Board.

The Board will contract with an independent accounting and audit firm to perform internal control testing and review annually. School Administration, Office Managers, and staff will be required to work closely with the independent accounting and audit firm to develop and implement all necessary internal controls to ensure accurate and honest accounting at all campus locations.

The Board may hire independent counsel to advise and guide the Board in any necessary contract oversight and enforcement. The independent counsel will NOT represent the Service Provider in any capacity. The Board may terminate the Agreement if they are unsatisfied with the performance of VMV.

- (6) Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business

entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any other current or prospective vendor or contractor (including the landlord), prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable.

The Executive Director of ALA NLV, Jeremy Christensen, is currently employed by the EMO. The proposed Assistant Director of ALA NLV is also currently employed by the EMO. Both individuals will resign from the EMO prior to officially commencing employment with ALA NLV. No members of the Board of Directors have any relationship with the EMO.

(7) Please provide the following Attachments:

(a) As Attachment 4: A term sheet signed by the Chief Executive Officer of the Service Provider setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;

Please see Attachment 4.

(b) As Attachment 5: A final proposed management contract which complies with NRS 386.562 and SB509 (2015 session) and all other applicable laws and regulations;

Please see Attachment 5.

(c) As Attachment 6: A final crosswalk of the academic, financial, and organizational goals of the charter school set forth in the SPCSA Charter School Performance Framework, including the school's mission-specific goals, and a clear identification of each of the performance goals and expectations for the education management organization related to each charter school goal. This will serve as the board's primary evaluative tool for the education management organization.

Please see Attachment 6.

(d) As Attachment 7: Documentation of the service provider's for-profit or non-profit status.

Please see Attachment 7.

(e) As Attachment 8: Documentation that the service provider is authorized to do business in Nevada.

Please see Attachment 8.

(8) Provide a brief overview of the organization's history.

The founders of American Leadership Academy formed VMV Consulting, LLC in March of 2017. VMV currently operates twelve campuses in the Southeast Phoenix valley, serving more than a total of 9,500 students. VMV is comprised of individuals that together represent nearly two decades of experience in the charter school market. Combined, they have participated in the startup of over forty charter schools across the nation. Their experience helps them identify the conditions necessary for a charter school to succeed. For example, American Leadership Academy began in Arizona in 2009 when it took over a failing charter school program. The history of American leadership Academy is discussed further below.

Started with a mission. Grown with a vision.

American Leadership Academy was founded in 2009, based on its mission to provide the best educational experience to as many students as possible in a moral and wholesome environment. The founders of ALA wanted to create a school where they would feel comfortable sending their own children-where they could feel confident their children were learning everything they needed to learn to succeed in school and in life, without the distractions and problems students face in other schools. This message has resonated with parents. In response to community demand, ALA has grown from one campus serving 180 students in portables to thirteen campuses serving over 10,500 students. Through ALA's growth, the organization has diligently worked to bring to life its vision to learn, lead, and change the world.

- (9) List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shortened or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

None-Not applicable.

- (10) Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and all other authorizer personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

Not applicable-There have never been any performance deficits or compliance violations that have

led to formal authorizer intervention with any school managed by VMV Consulting, LLC.

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

None-Not applicable.

(12) Provide a copy of the Academic Performance Worksheet as Attachment 17.

Please see Attachment 17.

## **FINANCIAL PLAN**

- (1) Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school, and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.

ALA Enterprise will employ a Business Manager to manage school accounting and purchasing. Accounting will be accomplished using a reputable government accounting software platform such as Intacct. The Business Manager will be trained on the Nevada State chart of accounts for school finance and will follow GAAP and GASB standards. All purchase requests will be handled by the Business Manager to ensure school policy is followed and that optimal pricing is secured. The following administrators may expend the following amounts without prior authorization inasmuch as the expense is in alignment with school priorities and receipts submitted.

Non-recurring expenditures: Campus Director authorization \$1000; Executive Director \$5000; VMV President / CEO \$1000 and greater than \$10000 if approved by committee (CFO, CEO, Exec Director).

The Business Manager shall account for all monies received and expended and make regular reports to the Executive Director.

All bank accounts, credit cards, and debit cards will be obtained in the name of the school. The Business Manager shall be responsible for establishing and maintaining all school accounts. The EMO will be given access to certain school accounts to complete payroll transactions.

Payroll will be handled by the EMO finance team, which consists of one Chief Financial Officer, one Finance Director, one Payroll Specialist, and one Finance Specialist. The EMO currently processes payroll for over 1000 employees and has established the procedures and processes necessary to ensure the accurate and timely completion of payroll. All payroll information shall be maintained in the hosted software to ensure visibility between ALA NLV and the EMO. The Executive Director shall authorize payroll expenditures prior to releasing funds.

A qualified third-party CPA will be secured to perform an annual financial audit of the school to ensure compliance with GAAP, GASB, Nevada Department of Education, and school policy. The CPA shall submit a report to the Board of Directors at the completion of the audit to establish accountability of school leadership.

The EMO shall also conduct unannounced visits to the school to monitor and train ALA NLV personnel on cash handling procedures and other financial matters. The EMO shall also conduct an annual audit of school finance and operations to ensure all school policies are being followed and that the school is in good operational standing. The results and findings of the internal audits will be communicated to the Executive Director, with significant results and findings being reported to the Board.

- (2) As Attachment 12, present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school



budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative in Attachment 12. Include the following:

- (a) Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.
- (b) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of Attachment 10. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.
- (c) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.
- (d) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated, including both the scenarios identified in subsections e and f.
- (e) Year 1 cash flow contingency in the event that state and local revenue projections are not met in advance of opening.
- (f) Year 1 cash flow contingency in the event that outside philanthropic revenue projections are not met in advance of opening.

Please see Attachment 12.

- (3) Submit a completed financial plan for the proposed school as Attachment 13 (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

Please see Attachment 13.

- (4) Submit, as Attachment 14, a detailed budget for the operator at the network level (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

Please see Attachment 14.

- (5) Provide, as Attachment 15, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any

school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.

Please see Attachment 15.

- (6) Complete the audit data worksheet in Attachment 16. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in Attachment 15.

Please see Attachment 16.

- (7) Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.

This question is not applicable as ALA NLV has not raised any funds to date to support its school and the budget does not include any significant fundraising activity. The majority of ALA NLV revenues will be DSA funding from the State of Nevada as DSA funding. Historically, fundraising has not been a major source of revenue for schools under the EMO's management.

- (8) Describe the campus', school's, and any management organization's distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.

VMV will provide financial services for ALA NLV, including, but not limited to, coordination of external audits, internal auditing, and payroll. ALA NLV will pay the costs for all third party services. Accounting records will be the property of ALA NLV, financial records will be retained by VMV. VMV will conduct internal financial compliance audits of ALA NLV. The results and findings of the internal audits will be communicated to the Executive Director of ALA NLV, and significant results and findings will be reported to the Board.

The Executive Director of ALA NLV will be responsible for all aspects of School operations within the scope of operating policy and budgetary approval by the Board. The School's on-site administration/faculty and staff will report directly to the Assistant Director, who then reports to the Director, who then reports to the Executive Director, who then reports to the Board.

The Director will manage the daily operations and site-based finances, including expenditures and receivables and seek prior approval from the Board for expenditures over a pre-approved amount. The Director and EMO will report on a monthly basis to the Board on all payroll reports, financial statements, and any other information requested by the Board.

The Board will adopt sound financial policies and accounting procedures in accordance with Nevada Law. These policies will ensure effective internal controls over revenues, expenses and fixed assets and will be evaluated on a regular basis to ensure compliance with all statutory and regulatory authorities. VMV will train ALA NLV staff on its financial policies and procedures, best practices, cash handling, reimbursements, etc. The Board will contract with an independent accounting and audit firm to perform internal control testing and review annually. School Administration, Office Managers, and staff will be required to work closely with the independent accounting and audit firm to develop and implement all necessary internal controls to ensure accurate and honest accounting at all campus locations. The Board will also be responsible for the following:

1. Reviewing and approving a preliminary annual budget prior to the beginning of the fiscal year;
2. Reviewing quarterly financial statements, which include a balance sheet and statement of revenue, expenditures and changes in fund balance, at each public board meeting;
3. Annually adopting and maintaining operating budget for the School;
4. Retaining the services of a certified public accountant/auditor to conduct the annual independent financial audit;
5. Reviewing and approving the audit report, including audit findings and recommendations; and
6. Reporting to all applicable legal agencies including the charter school's sponsor.

**American Leadership Academy North Las Vegas**

August 25, 2017

Sent Via First Class U.S. Mail

Mr. Patrick Gavin, Director  
Nevada State Public Charter School Authority  
1749 N. Stewart Street, Suite 40  
Carson City, NV 89706

Re: 2017 Charter School Management Organization Amendment Request

Dear Mr. Gavin:

As Board Chair of American Leadership Academy North Las Vegas (“ALA NLV”), I am formally requesting authority from the State Public Charter School Authority (“SPCSA”) for ALA NLV to contract with VMV Consulting, LLC, an Educational Management Organization, for school management services. We are not requesting a change to ALA NLV’s approved academic program.

ALA NLV’s Board voted and approved the request to amend its charter to contract with an EMO at a properly convened public meeting on June 19, 2017.

ALA NLV respectfully requests approval of this amendment. If you have any questions or concerns, please contact ALA NLV’s Executive Director, Mr. Jeremy Christensen at [jchristensen@nv.alaschools.org](mailto:jchristensen@nv.alaschools.org) or 480-221-9855. Thank you for your prompt attention to this matter.

Sincerely,

*Mike Montandon*

Board Chair  
American Leadership Academy North Las Vegas

**NOTICE OF A MEETING OF THE BOARD OF DIRECTORS  
OF  
AMERICAN LEADERSHIP ACADEMY NORTH LAS VEGAS  
AND  
AMERICAN LEADERSHIP ACADEMY, CENTENNIAL HILLS**

Notice is hereby given that the Board of Directors of American Leadership Academy North Las Vegas, a public charter school, will conduct a public meeting on June 19, 2017, beginning at 5:00 p.m. at 777 E Ann Rd in North Las Vegas, Nevada 89081. The public is invited to attend.

Attached hereto is an agenda of all items scheduled to be considered. Unless otherwise stated, the Board President may 1) take agenda items out of order; 2) combine two or more items for consideration; or 3) remove an item from the agenda or delay discussion related to an item.

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any person requiring assistance may contact Jeremy Christensen at (480) 221-9855 or [jchristensen@alanevada.org](mailto:jchristensen@alanevada.org) two business days in advance so that arrangements may be conveniently made.

Public comment may be limited to three minutes per persona at the discretion of the President. Public Notice to be posted at the following locations no later than 9 am on the third working day before the meeting:

1. Aliante Library
2. American Leadership Academy NLV temporary offices
3. School website

**Meeting Agenda**  
**Of a meeting of the Board of Directors of**  
**American Leadership Academy North Las Vegas**  
**and**  
**American Leadership Academy, Centennial Hills**  
**Held at 5:00pm on June 19, 2017**

1. Call to order & Roll Call
2. Pledge of Allegiance
3. Invocation
4. Public Comment
5. Approval of Minutes of the previous Board meeting.
6. 2017-18 Tentative Budget (Discussion and possible action)
7. School Policy Adoption (Discussion and possible action)
8. EMO Agreement (Discussion and possible action)
9. School update (Discussion)
10. Centennial Hills application update and continuation determination (Discussion and possible action)
11. Adjournment

**Meeting Minutes**  
**Of a meeting of the Board of Directors of**  
**American Leadership Academy North Las Vegas**  
**Held at 5:00pm on June 19, 2017**

1. Call to order & Roll Call by Board Chair Mike Montandon, Board Member Kyle Bybee absent
2. Invocation was offered by Board Member Makeli Scholer
3. Pledge of Allegiance was led by Board Chair Mike Montandon
4. Public Comment – no public present for comment
5. Approval of Minutes of the previous Board Meeting – Motion to approve, Mike Montandon, vote was unanimous
6. 2017-18 Tentative Budget discussed – Motion to approve from Board Member Makeli Scholer, vote was unanimous
7. School Policy Adoption – Discussed and tabled for review by Board Chair, Mike Montandon
8. EMO Agreement – Motion to approve from Board Member Melissa Hardman, vote was unanimous
9. School Update – discussion led by Executive Director Jeremy Christensen
  - On-schedule for July 28<sup>th</sup> expected finish
  - Furniture Delivery set for July 29<sup>th</sup>
  - Teacher training to begin July 31<sup>st</sup>
  - Looking for Kindergarten, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup>, and dance teachers as well as Special Education teacher and Special Education Coordinator
  - School has reached full enrollment and currently has a waitlist
10. Centennial Hills application update and continuation determination – Discussed, Motion to withdraw application by Board Member Megan Curtis, vote was unanimous
11. Adjournment – motion to adjourn made by Board Chair Mike Montandon

## TERM SHEET

**Proposed Duration of Contract:** Unless otherwise restricted by local, state or federal law or earlier terminated, the initial term of the Charter School Services and Support Agreement (the “Agreement”) shall commence on July 1, 2017 and shall continue through June 30, 2019.

### Roles and Responsibilities

**School Governing Board (the “Board”):** Nothing in the Agreement shall be construed to interfere with the Board’s authority and duty to exercise its statutory, legal, contractual and fiduciary responsibilities. The Board has, and shall retain, the right to request, accept, and apply for any services, equipment, or goods provided or offered by the Service Provider.

American Leadership Academy, North Las Vegas Inc. (hereinafter shall be referred to as “ALA NLV” or the “School”) shall be governed by its Board, which is responsible for overseeing all of ALA NLV’s operations and determining the academic direction of the school. It is the responsibility of the Board to carry out the provisions of NRS 386.490 through 386.610. It shall be the responsibility of the Board to know the law and regulations governing the school, attend conferences and technical assistance meetings, avoid conflicts of interest, assign student interests and academic achievement as the top priority of the school, maintain a diverse governing body, and maintain accountability and transparency in all operations.

### School Staff:

The Executive Director of ALA NLV shall be responsible for the effective operation of the School; general administration of all instructional, business or other operations of the organization; and for advising and making recommendations to the Board with respect to such activities. The Executive Director is responsible for providing leadership to achieve strategic goals established by the Board and to ensure fidelity to the ALA NLV model amongst all of the campuses that they have been assigned to supervise. The Executive Director shall possess the right to speak on all matters before the Board, but not to vote. The Executive Director shall enforce all provisions of law and all rules and regulations relating to the management of the School and other educational, social, and recreational activities under the direction of the Board.

The Director, as the instructional leader, will be responsible for all aspects of day-to-day administration of the School within the scope of the Board’s operating policy and in compliance with district, state, and federal guidelines. The Director will establish and implement procedures for the day-to-day operations of the School. The Director will hire, oversee, and evaluate faculty and staff. The School’s on site administration (Director, Assistant Director, and lead staff) will ensure the operations of the School (resources, courses, policies) are in accordance with the mission, vision, and values of the School. The Director will have authority to delegate additional administrative tasks to supporting administrative positions. The faculty and staff will be responsible for carrying out ALA NLV procedures in their daily activities and in interactions with students, parents, and the community. The School’s on-site administration is responsible for working with the teaching staff, and addressing student- related issues. Teachers, paraprofessionals, aides will report to the Assistant Director.

The Chief Academic Officer, Chief Financial Officer, Finance Director, Payroll Specialist, Human Resources Specialist will be employees of Service Provider. Other School staff, including teachers,



Office Manager, Executive Director, Director, and Assistant Director, will be primarily employees of ALA NLV.

**Service Provider:** the role of Service Provider is to serve at the will and guidance of the board. Service Provider will carry out the defined responsibilities found in the agreement in a manner that is consistent with the school mission.

ALA NLV will hire Service Provider to provide specific support services thereby freeing up School administration to focus on the educational goals set by the Board. The scope of services that Service Provider will provide to ALA NLV are listed below.

**Scope of Services and Resources to be Provided by Service Provider:**

- **Academic Development.** Service Provider shall assist ALA NLV in aligning its curricula standards with applicable Nevada state academic standards and any federal program standards in accordance with Board approval. In addition, Service Provider shall recommend and provide oversight to curriculum mapping, pacing guides, and other specialized programs of instruction as such shall be approved and adopted by the Board for the benefit of all students attending the School.
- **Information Technology.** Service Provider shall manage and provide support for all information systems of the School. Service Provider agrees to provide software planning, design and development services, and shall provide support services for computer or network-related issues. In addition to support services, Service Provider shall provide training to School personnel with respect to information technology systems.
- **Professional Development and Training.** Service Provider shall conduct in-house teacher training programs in subject content, classroom management, assessment design and state and federal law compliance including special education compliance to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development required by applicable laws. Non-instructional personnel shall receive such training as Service Provider determines reasonable and necessary. Service Provider shall ensure that such training and development is consistent with the guidelines released by the Nevada Department of Education.
- **Accounting and Financial Services.** Service Provider shall manage all accounts, finances, and financial records related to the operation of the School, including but not limited to:
  - *Taxes.* Service Provider shall be responsible for preparing required income, property and sales tax returns in a timely manner and as required by local and federal law.
  - *Record Keeping.* Service Provider shall be responsible for preparing and maintaining all financial records related to the School. Such records include but are not limited to: income statements, balance sheets, statements of cash-flows, and other financial statements and documents related to the operations of the School. Service Provider shall assure that all financial records for the school are maintained, posted and reconciled at least monthly. Service Provider agrees to prepare and recommend an annual budget for approval by the Board. Once approved, Service Provider shall submit the approved budget, on behalf of the School, to the Nevada Department of Education, and to any other

agency. Service Provider agrees to assume responsibility for all financial reporting requirements to all financial institutions as required by contract or applicable law.

- *Payroll.* Service Provider shall be responsible to provide payroll processing for all employees of ALA NLV. Unless specifically authorized in the annual budget, Service Provider shall obtain, in writing, authorization prior to expending funds or obligating the School. Service Provider will oversee the payment of all payroll taxes and applicable withholdings for state, federal and local purposes.
- *Purchasing.* Service Provider shall, upon approval from the Board, coordinate on behalf of ALA NLV the purchasing of all furniture, fixtures, equipment, textbooks, software, information technology supplies, and other items necessary for School operations.
- **Exceptional Student Services.** Service Provider shall assist ALA NLV in understanding state and federal special education laws, and suggest policies and procedures to the Board that will assist ALA NLV in complying with such laws. Service Provider shall coordinate with ALA to ensure the maintenance of all special education records. In providing this service, Service Provider will oversee all case management handbooks for all School personnel, and will provide all special education teachers and staff with periodic training and make recommendations to the Board relating to hiring, or contracting with third party service providers to provide additional special education services. Service Provider shall assist ALA NLV in researching and drafting grant applications or other funding applications for special education. Written applications shall be provided to and approved by ALA NLV or the Board before submission.
- **Human Resources.** Service Provider shall assist ALA NLV with all aspects of human resources including hiring and management of ALA NLV employees. Such assistance shall include but not be limited to:
  - *Staffing.* Service Provider shall manage and supervise employees, but ALA NLV shall maintain sole authority to hire and discharge all employees. Service Provider may provide leased employees to ALA NLV. In such circumstances, Service Provider shall have full decision-making authority with respect to such leased employees. For any leased employees, Service Provider will comply with all state and federal laws applicable to School personnel including, without limitation, initial and updated criminal background checks and clearances.
  - Service Provider shall prepare a hiring chart for the School and will assist, as needed and authorized by ALA NLV, with job fairs, recruiting initiatives, candidate interviews, and other initiatives aimed at hiring the most qualified individuals for employment at the School.
  - Service Provider shall assist ALA NLV in complying with all state and federal laws applicable to School personnel including, without limitation, initial and updated criminal background checks and clearances.
  - *Benefits.* Service Provider shall coordinate, on ALA NLV's behalf, all benefit programs including health and retirement benefits for all School employees.

- **Section 504 of the Rehabilitation Act of 1973 and Subsequent Amendments.** Service Provider shall assist ALA NLV in understanding state and federal laws relating to Section 504, and suggest policies and procedures to the Board that will assist ALA NLV in complying with such laws.
- **Marketing.** Service Provider, as enumerated below, shall oversee the many aspects of marketing and branding for ALA NLV and will develop an effective marketing plan to promote ongoing enrollment. Such work may include the use of internet, social media, public announcement, print and email advertising.
  - *Website.* At the request of ALA NLV's authorized representative, Service Provider shall assist in the design, hosting and maintenance of a website for ALA NLV, which shall include ALA NLV related announcements, donations section, calendar and any additional information deemed necessary by either party.
- **Enrollment.** Service Provider shall create, maintain and oversee all enrollment policies and processes for ALA NLV, subject to approval by the Board, that are compliant with applicable federal, state and local law. Service Provider shall provide ongoing support and training for such efforts.
- **Grants.** At the request of the Board, Service Provider may solicit grants available for the funding of ALA NLV from various government and private institutional sources that may be available.
- **Food Services.** Service Provider shall be responsible for ALA NLV's Food Service Program. Service Provider may contract with third-party vendors who have expertise in the area of Food Services Management provided that ALA NLV bears the entire cost of such contracts. No contract with third-party vendors shall be entered into without the express written approval of the Board.
- **Physical Facilities Management**

It is understood that Service Provider will NOT do the following:

- Draw orders for the payment of money, as that responsibility is limited strictly to the Board and Executive Director;
- Use fees paid by American Leadership Academy NLV to benefit or subsidize schools located outside of Nevada.
- None of the services provided by ALA NLV will overlap those provided by Service Provider.

**Performance Evaluation Measures and Mechanisms:** The Board expects Service Provider to perform each of the specific duties of the contract.

The Board expects Service Provider to provide regular and effective professional development resources which result in improved instruction and academic performance, as measured by the administrator's teacher evaluations and student assessments.

The Board expects Service Provider to successfully assist ALA NLV in completing the accreditation process.

The Board expects Service Provider to work closely with the Executive Director in developing open and ongoing communication which includes assistance in problem solving, successful planning strategies, and shared technology programs and training.

Annually, each Board Member and the Executive Director will evaluate Service Provider in three main areas, including: Academic, Financial, and Operational.

In evaluating the Service Provider, the Board and the Executive Director will use the following rubric:

1. Exceeds Expectations: The Service Provider exceeds expectations by providing an excellent level of service. Service Provider anticipates problems and responds immediately to urgent requests.
2. Satisfactory: The Service Provider consistently meets all performance expectations in timeliness, accuracy, responsiveness, efficiency, and integrity. In the rare event of failing to meet expectations, the Service Provider acknowledges the deficiency and takes appropriate corrective action.
3. Needs Improvement: The Service Provider has occasionally failed to meet expectations, or has made a material error but otherwise has performed satisfactorily. In response to such failure, the Service Provider is slow to respond or challenges the facts rather than focusing on solving the problem proactively.
4. Unsatisfactory: The Service Provider consistently fails to meet expectations, is inflexible when urgent requests are made, does not respond quickly to communication, and does not embody ALA NLV's mission and vision.

Detailed Explanation of all fees and compensation to be paid to the provider: ALA NLV shall pay to Service Provider an annual fee in an amount equal to \$760 per student enrolled at the School (the "Service Fee"). The Service Fee shall be payable in equal monthly installments, beginning on July 1, 2017 and on or before the fifth (5<sup>th</sup>) day of each month thereafter in an amount equal to one-twelfth (1/12) of the Service Fee. However, ALA NLV shall have no obligation to pay such fee before receiving its FTE funding from the state of Nevada, such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received.

**Financial Controls and Oversight:** The Board will adopt sound financial policies and accounting procedures in accordance with Nevada Law. These policies will ensure effective internal controls over revenues, expenses and fixed assets and will be evaluated on a regular basis to ensure compliance with all statutory and regulatory authorities.

The Executive Director will be responsible for all aspects of School operations within the scope of operating policy and budgetary approval by the Board. The School's on-site administration/faculty and staff will report directly to the Assistant Director, who then reports to the Director, who then reports to the Executive Director, who then reports to the Board. The EMO, contracted by the Board, will provide financial services if determined to be necessary and approved by the Board. The Board

will be responsible for the following:

1. Reviewing and approving a preliminary annual budget prior to the beginning of the fiscal year;
2. Reviewing quarterly financial statements, which include a balance sheet and statement of revenue, expenditures and changes in fund balance, at each public board meeting;
3. Annually adopting and maintaining operating budget for the School;
4. Retaining the services of a certified public accountant/auditor to conduct the annual independent financial audit;
5. Reviewing and approving the audit report, including audit findings and recommendations; and
6. Reporting to all applicable legal agencies including the charter school's sponsor;

The Director will manage the daily operations and site-based finances, including expenditures and receivables and seek prior approval from the Board for expenditures over a pre-approved amount. The Director and EMO will report on a monthly basis to the Board on all payroll reports, financial statements, and any other information requested by the Board.

The Board will contract with an independent accounting and audit firm to perform internal control testing and review annually. School Administration, Office Managers, and staff will be required to work closely with the independent accounting and audit firm to develop and implement all necessary internal controls to ensure accurate and honest accounting at all campus locations.

**Methods of Contract Oversight and Enforcement by the Governing Board and/or School Staff:**

The Board may hire independent counsel to advise and guide the Board in any necessary contract oversight and enforcement. The independent counsel will NOT represent the Service Provider in any capacity.

**Investment Disclosure:** Service Provider will not invest any ALA NLV school funds.

**Conditions for Renewal and Termination of the Contract:** The initial term may be extended upon written approval by the ALA NLV Board at least one hundred eighty (180) days prior to the termination of the current term. Please see Article VI of the Agreement for termination conditions.

**TERMS SUBJECT TO CHANGE BASED ON SPCSA APPROVAL OF EMO CONTRACT.**

Respectfully,

**VMV CONSULTING, LLC**

*Brent McArthur*  
Brent McArthur  
CEO

## CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

**THIS CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT** (this “Agreement”) is dated this July 1, 2017 (the “Effective Date”) by and between AMERICAN LEADERSHIP ACADEMY, NORTH LAS VEGAS INC., a Nevada non-profit corporation (“ALA”) and VMV CONSULTING, LLC, an Arizona limited liability company (the “Service Provider”).

### RECITALS

WHEREAS, ALA has entered into a contract with the State Public Charter School Authority (the “Charter School Contract”) for the purpose of operating a charter school in Nevada (the “School”) pursuant to the laws and regulations of the State of Nevada; and

WHEREAS, the Governing Board of ALA which is also the governing body of the School (the “Board”) may carry out any act and ensure the performance of any function by ALA and the School that is compliant with the Nevada and US Constitution; Nevada Education Code, other federal, state or local statutes and regulations, orders and rulings applicable to Nevada charter schools; and the Charter School Contract, and;

WHEREAS, ALA desires that its Schools’ operations are professionally managed in accordance with the aforementioned laws and regulations; and

WHEREAS, among other things, Service Provider provides comprehensive educational and support services to charter schools;

WHEREAS, ALA has determined that it is in its best interest to engage Service Provider in connection with the development and operation of its schools, and Service Provider is willing to accept such engagement and provide certain services to School pursuant to the terms and conditions of this agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ALA and Service Provider mutually agree as follows:

### ARTICLE I CONTRACTING RELATIONSHIP

**1.1 Engagement.** ALA hereby: (i) engages Service Provider for the purpose of providing the services herein and, (ii) grants Service Provider the right, power, and authority that is necessary to perform the services set forth in this services agreement to the fullest extent permitted by law. Service Provider accepts such engagement, for the term herein specified, and agrees to act on behalf of ALA for the purposes outlined in this agreement with such authority as granted to it by ALA and this instrument.

**1.2 Board Authority.** Notwithstanding any provision herein Service Provider expressly acknowledges and agrees that ALA is and shall always be governed by their Board which has responsibility for overseeing this agreement and all School operations. Service Provider agrees to provide the services contained herein subject to the Board’s oversight, polices, directives, and other applicable law. Furthermore, the parties hereby reaffirm and acknowledge that nothing in this Agreement shall preclude the Board to duly exercise its

statutory, contractual and fiduciary authority and responsibility to govern its corporate and School operations.

**1.3 Agreement.** ALA hereby contracts with Service Provider, to the extent permitted by law, for the services set forth herein pursuant to the terms and conditions of this Agreement. Service Provider's obligations to ALA shall only be as expressly set forth in this Agreement. Duties which are not expressly set forth herein as being Service Provider's responsibility shall remain ALA's responsibility.

**1.4 Status of the Parties.** Service Provider is an Arizona limited liability company, and is not a division or a part of ALA. ALA is a Nevada public charter school with 501(c)(3) IRS designation (pending) authorized by its Charter School Contract, and is not a division or part of Service Provider. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and does not create an employer employee relationship. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or to otherwise create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein. Except as expressly provided in this Agreement, no agent or employee of Service Provider shall be deemed to be the agent or employee of ALA. Service Provider shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. Service Provider alone possesses the sole duty to supervise, manage, operate, control and direct performance of the duties and obligations outlined in this Agreement, subject to the rights, supervision, review and approval of ALA, as described herein. The relationship between Service Provider and ALA is based solely on the terms of this Agreement, and the terms of any other written agreement(s) between Service Provider and ALA.

## **ARTICLE II TERM**

This Agreement shall become effective as of the Effective Date and shall continue up to and including June 30, 2019, unless otherwise restricted by state law or earlier terminated as provided herein. The term may be extended by the Board any time prior to one hundred eighty (180) days before termination of the initial term, or as agreed to in writing by the parties.

## **ARTICLE III FUNCTIONS OF SERVICE PROVIDER**

**3.1 Responsibility.** Service Provider shall be responsible and accountable to the Board for the operation and performance of ALA's charter schools in accordance with the Charter School Contract. Service Provider's responsibility is expressly limited by: (i) ALA's annual budget, which is to be submitted and approved by the Board, and (ii) the availability of state funding to pay for said services.

**3.2 Ongoing Services.** Service Provider agrees to provide the services listed in this Article III on an as-needed basis throughout the term of this Agreement (the "Ongoing Services"). The Ongoing Services include the items listed in Section 3.3 through 3.15.

**3.3 Curriculum.** Service Provider shall assist ALA in aligning its curricula standards with applicable Nevada state academic standards and any federal program standards in accordance with Board approval. In addition, Service Provider shall recommend and provide oversight to curriculum mapping, pacing guides, and other specialized programs of instruction as such shall be approved and adopted by the Board for the benefit of all students attending the School.

**3.4 Information Technology.** Service Provider shall manage and provide support for all information systems of the School including the following:

**3.4.1 Student Information System.** Service provider shall provide support for the School(s) student information system. In the event that the student information system is hosted by a third-party software provider, the cost of such provider shall be borne solely by ALA. Any costs incurred shall be approved by the Board or their designee prior to incursion unless specifically provided for in the annual budget.

**3.4.2 Infrastructure Support.** ALA shall be responsible for providing all computers, projectors, copy machines, network equipment, software, and all other equipment of whatever nature and kind for use at the School. All such equipment costs shall be borne solely by ALA. Service Provider agrees to provide software planning, design and development services, and shall provide support services for computer or network-related issues. In addition to support services, Service Provider agrees to provide training to School personnel with respect to information technology systems.

**3.5 Professional Development and Training.** Service Provider shall conduct in-house teacher training programs in subject content, classroom management, assessment design and state and federal law compliance including special education compliance to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development required by applicable laws. Non-instructional personnel shall receive such training as Service Provider determines reasonable and necessary. Service Provider shall ensure that such training and development is consistent with the guidelines released by the Nevada Department of Education.

ALA acknowledges that the provision of these training modules and ongoing support reduces and may even eliminate the need to pay for and attend trainings and conferences that would otherwise be provided by outside industry providers. Nothing contained in this Agreement shall prevent the ALA Board members, employees, administrators and/or support staff from choosing to participate in additional training or professional development not provided by Service Provider, but in such event, all such costs shall be borne solely by ALA or the individual attending such training or development.

**3.6 Accounting and Financial Services.** Service Provider shall manage all accounts, finances, and financial records related to the operation of the School(s) including but not limited to:

**3.6.1 Annual Audit.** ALA shall be responsible for the cost of any annual audit required by the Charter Contract, any other contract to which ALA is a party, and as required by applicable law. Service Provider shall cooperate in the preparation of the annual audit and any other accounting reviews which are undertaken by independent



auditors approved or selected by ALA. Service Provider shall make all of ALAs records available to the auditor as required by law.

**3.6.2 Taxes.** Service Provider shall be responsible for preparing required income, property and sales tax returns in a timely manner and as required by local and federal law. ALA shall bear responsibility for the filing of all such returns. ALA agrees to cooperate with Service Provider in providing Service Provider with all necessary information needed in order to fulfill the obligations of the preceding sentence. Fees for the preparation of tax returns shall be borne solely by ALA. ALA shall be responsible for the payment of its own taxes.

**3.6.3 Record Keeping.** Service Provider shall be responsible for preparing and maintaining all financial records related to the School. Such records include but are not limited to: income statements, balance sheets, statements of cash-flows, and other financial statements and documents related to the operations of the school. Service Provider agrees that all financial records, reports, and financial data are and will forever be the property of ALA, and, as such, Service Provider agrees to make all such records available to ALA at all reasonable times and during all regular business hours. Financial statements will be prepared in such a way as to show budget vs. actual results on a monthly basis. All permanent records shall be maintained at the School site.

Additionally, Service Provider shall assure that all financial records for the school are maintained, posted and reconciled at least monthly. ALA shall assure that all financial records for the school are open for public inspection during reasonable business hours.

The parties acknowledge that the approval of the annual budget for ALA is the sole responsibility of ALA. Service Provider shall have no authority to approve the annual budget. However, Service Provider agrees to prepare and recommend an annual budget for approval by the Board. Once approved, Service Provider shall submit, on behalf of the School, to the Nevada Department of Education, and to any other agency, the approved budget.

Service Provider agrees to assume responsibility for all financial reporting requirements to all financial institutions as required by contract or applicable law.

**3.6.4 Payroll.** Service Provider shall be responsible to provide payroll processing for all employees of ALA. Service Provider reserves the right to contract with a third-party to assist with any and all payroll services, and ALA agrees to bear the costs associated with such third party. Unless specifically authorized in the annual budget, Service Provider shall obtain, in writing, authorization prior to expending funds or obligating the School. Service Provider will oversee the payment of all payroll taxes and applicable withholdings for state, federal and local purposes.

**3.6.5 Banking.** ALA shall be responsible for establishing all necessary bank accounts and banking relationships on behalf of ALA and in accordance with state law for operation of its School(s). ALA and Service Provider shall be listed on all School bank accounts and shall be entitled to receive copies of any financial reports and statements of account prepared and produced by the bank. The proceeds of all such School accounts are the property of the School.

**3.6.6 Purchasing.** Service Provider shall, upon approval from the Board, coordinate on behalf of ALA the purchasing of all furniture, fixtures, equipment, textbooks, software, information technology supplies, and other items necessary for School operations. ALA shall be solely responsible to bear the costs of such purchases. Service Provider shall not obligate ALA without first receiving approval from an authorized ALA employee, administrator and/or Board.

**3.10 Exceptional Student Services.** Service Provider shall assist ALA in understanding state and federal special education laws, and suggest policies and procedures to the Board that will assist ALA in complying with such laws. Ultimately, ALA is solely responsible to ensure compliance with all applicable local, state, and/or federal laws.

Service provider, in accordance with Board policies and procedures, and in compliance with state and federal law and the terms and conditions of this Agreement, shall coordinate with ALA to ensure the maintenance of all special education records. In providing this service, Service Provider will oversee all case management handbooks for all School personnel, and will provide all special education teachers and staff with periodic training and make recommendations to the Board relating to hiring, or contracting with third party service providers to provide additional special education services. The parties acknowledge that the fees incurred by such third-party contracts with third party service providers shall be paid entirely by ALA and are not included in Service Provider's fee as outlined in Article V of this Agreement.

Service Provider shall assist ALA in researching and drafting grant applications or other funding applications for special education. Written applications shall be provided to and approved by ALA or the Board before submission.

**3.11 Human Resources.** Service Provider shall assist ALA with all aspects of human resources including hiring and management of ALA employees. Such assistance shall include but not be limited to:

**3.8.1 Staffing.** It is understood and agreed that all of the faculty, staff, and administrators of the School(s) shall be employees of ALA. The Service Provider's role in employment decisions is purely advisory. ALA hereby conveys authority to Service Provider to manage and supervise employees, but ALA shall maintain sole authority to hire and discharge all employees.

The preceding sentence shall not apply to employees of Service Provider who are leased to ALA. In such circumstances, Service Provider shall have full decision-making authority with respect to such leased employees. For any leased employees, Service Provider will comply with all state and federal laws applicable to School personnel including, without limitation, initial and updated criminal background checks and clearances.

Service Provider shall prepare a hiring chart for each School(s) and will assist, as needed and authorized by ALA with job fairs, recruiting initiatives, candidate interviews, and other initiatives aimed at hiring the most qualified individuals for employment at the School.

In addition, Service Provider shall assist ALA in complying with all state and federal laws applicable to School personnel including, without limitation, initial and updated criminal background checks and clearances.

**3.8.2 Benefits.** ALA hereby authorizes Service Provider to coordinate on its behalf all benefit programs including health and retirement benefits for all School employees. In carrying out this responsibility, Service Provider may contract with a third party or parties to administer health care and retirement plans. Service Provider agrees to use its best efforts to find qualified, reputable and cost effective third parties for such services, and will seek authorization from the Board to contract, on behalf of the School, with such third parties. The costs of contracting with third parties shall be borne solely by ALA upon approval from the Board.

**3.9 Section 504 of the Rehabilitation Act of 1973 and Subsequent Amendments.** Service Provider shall assist ALA in understanding state and federal laws relating to Section 504, and suggest policies and procedures to the Board that will assist ALA in complying with such laws. Ultimately, ALA is solely responsible to ensure compliance with all applicable local, state, and/or federal laws.

ALA hereby grants, and Service Provider accepts from ALA authority to act as Section 504 Coordinator and Compliance Officer on behalf of ALA. ALA shall complete all requirements necessary to appoint Service Provider as Coordinator and Compliance Officer.

**3.10 Marketing.** Service Provider, as enumerated below, shall oversee the many aspects of marketing and branding for ALA and will develop an effective marketing plan to promote ongoing enrollment. Such work may include the use of internet, social media, public announcement, print and email advertising. Service Provider's role in all marketing is strictly managerial in nature and any and all costs associated with marketing, branding, and website development shall be the sole responsibility of ALA and approved by the Board.

**3.10.1 Website.** At the request of ALA's authorized representative, Service Provider shall assist in the design, hosting and maintenance of a website for ALA, which shall include ALA related announcements, donations section, calendar and any additional information deemed necessary by either party. ALA shall be responsible to ensure website content is up to date and accurate. ALA's current website, <http://www.alanevada.org/> is and at all times will remain the property of ALA.

**3.10.2 Costs.** For purposes of clarification, ALA shall be solely responsible for all costs of marketing including but not limited to: (i) Printing fees for marketing materials specific to each campus including but not limited to, flyers for enrollment drives, fundraising documents and forms, shipping costs for mailers and other wide-scale distribution, etc., and (ii) Service Provider may charge ALA for the use of an outside marketing agency if said agency work directly benefits ALA and is deemed by Service Provider to be necessary to promote full enrollment for the schools, to the extent such work has been approved by ALA or the Board.

**3.11 Enrollment.** Service Provider shall create, maintain and oversee all enrollment policies and processes for ALA, subject to approval by the Board, that are compliant with applicable federal, state and local law. The primary responsibility for enrollment and retention of students shall reside with ALA, but Service Provider shall

provide ongoing support and training for such efforts. All student records, including enrollment records, are the property of the School and shall be maintained by the School and stored on-site.

**3.12 Grants.** At the request of the Board, Service provider may solicit grants available for the funding of ALA from various government and private institutional sources that may be available. Because the time expended on obtaining grants is difficult to estimate, Service Provider may charge ALA additional fees for such efforts. The parties to this Agreement shall agree to such additional fees prior to Service Provider commencing such work.

**3.13 Food Services.** Service Provider shall be responsible for ALA's Food Service Program and shall provide lunch and other a la carte food items for purchase by students and staff at the school facilities. Any revenues generated from food service programs provided by Service Provider are the property of the Service Provider. Moreover, Service Provider shall assist the School by providing management and oversight in the following areas:

**3.13.1 Staff.** Service Provider shall find, interview, and recommend to ALA qualified personnel to be hired by ALA specifically to work in the Food Services Department of the School. As pertaining to all hiring and terminating decisions of School employees, Service Provider's role is only advisory.

**3.13.2 Training.** Service Provider shall provide the School with policies and procedures related to Food Services that are aligned with state and local health laws and regulations. Upon approval of such policies and procedures from the Board, Service Provider will train all food service personnel in accordance with approved policy and ensure that all food items are prepared in accordance with all the aforementioned laws and regulations.

**3.13.3 Accounting.** Service Provider shall maintain the point of service software provided by the School for the collection of all fees and monies generated through the purchase of food and beverage products sold at the School. Service Provider shall include financial statements related to Food Services with the other Financial Statements required under this Agreement and shall provide the Board and designated School Administrator(s) online access to accounting portals and reports.

**3.13.4 Kitchen and Food Preparation Equipment.** Service Provider shall oversee the maintenance and repair of all equipment used for Food Services. Such oversight shall include ensuring that equipment is properly cared for and is in good repair.

**3.13.5 Third Party Vendors.** In carrying out its responsibilities under Section 3.14, Service Provider may contract with third-party vendors who have expertise in the area of Food Services Management provided that ALA bears the entire cost of such contracts. No contract with third-party vendors shall be entered into without the express written approval of the Board.

**3.13.6 Authority.** The Board retains the sole decision making power in determining participation in local, state, and federal programs related to food services. The

Service Provider shall not apply for or accept outside funds without the written approval of the Board.

**3.14 Physical Facilities Management.** Service Provider shall be primarily responsible for the management and maintenance of all School physical facilities. Service Provider shall find and interview qualified professionals with expertise in facilities management, custodial, landscaping, and facility improvements, and make recommendations to the Board for the hiring of the same. Service Provider may also make recommendations for contracting with third-parties with expertise in physical facilities management. In any case, ALA shall bear all costs associated with physical facilities management. All costs not specifically approved in the School budget must receive authorization from the Board or authorized designee prior to incursion. Service Provider agrees to provide management services to all physical facilities personnel and/or third parties, and to train them in accordance with approved policies and procedures. Service Provider's level of support will be to ensure that all physical facilities are maintained to a reasonable standard of care that supports ALA's brand and image, fosters a safe environment, and is in compliance with building codes and specifications. Should any facility require a major improvement beyond the scope of normal maintenance, Service Provider shall promptly bring the issue to the attention of ALA and its Board and will cooperate with ALA to remedy the situation.

**3.15 Compliance.** Service Provider acknowledges that this Agreement is subject to the terms of the Charter School Contract and any other laws and regulations applicable to charter schools in Nevada. Service Provider agrees to provide its services in a manner consistent with said laws and regulations. Should ALA be found to be out of compliance, Service Provider shall work to remedy such non-compliance and shall oversee any corrective action plan imposed by the State Charter Authority or other state or federal agency insofar as such non-compliance findings or corrective action plans are related to the Services provided herein.

**3.16 Contracting.** ALA acknowledges and agrees that Service Provider may contract or subcontract any part of or all of the Services required by this Agreement thereby delegating performance of but not responsibility for such Services. Service Provider is hereby granted authority to contract or subcontract with qualified entities, persons, expert or professional advisors. Service Provider agrees to bear the costs of such contracts unless ALA agrees, in writing to bear such cost burdens.

#### **ARTICLE IV INTELLECTUAL PROPERTY**

**4.1 License Grant.** As part of the services provided under this Agreement, Service Provider hereby grants to ALA the revocable, non-exclusive right to use its Intellectual Property including use of the AMERICAN LEADERSHIP ACADEMY name and AMERICAN LEADERSHIP ACADEMY LOGOS (the "Marks") as set forth in **Exhibit A**, solely in connection with ALA's performance under this Agreement to operate the charter school(s) and only in connection with charter schools for which Service Provider provides Services (the "License"). The License includes the right and obligation to use the AMERICAN LEADERSHIP ACADEMY mark in the name of the charter school.

**4.2 Term of License.** The License shall terminate for the School upon the termination of this Agreement. Upon termination of the License ALA shall immediately cease all use of the Marks in connection with that School, except that ALA shall have up to 90 days following termination to change the name of the School that incorporates the AMERICAN LEADERSHIP ACADEMY mark(s) to a name that does not incorporate the AMERICAN LEADERSHIP ACADEMY mark and obtain the necessary regulatory authority. For good cause shown, this time period will be extended upon receipt of a written request from the School.

For purposes of this Agreement, "Intellectual Property" shall mean all tangible and intangible rights associated with works of authorship, whether original or reproduced by Service Provider or any other individual or entity that is originally authored, originated, discovered and invented by Service Provider or licensed to Service Provider, regardless of whether the same have been registered, copyrighted, trademarked, or patented. Intellectual Property shall include, but is not limited to, all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by Service Provider and/or American Leadership Academy Inc., its employees, agents or subcontractors and all trademarks, service marks, design marks, trade names, domain names, registrations and applications for registration thereof, and any common law rights pertaining thereto, belonging to Service Provider and/or American Leadership Academy.

No later than thirty (90) days after termination of this Agreement, ALA shall surrender and return all Intellectual Property to Service Provider. Failure to do so will subject ALA to a monthly charge equal to ten percent (10%) of the monthly Service Fee that would otherwise be due and payable if the Agreement was in full force and effect, which shall continue to accrue each month until the Intellectual Property has been returned to Service Provider.

## **ARTICLE V COMPENSATION**

**5.1 Compensation for Ongoing Services.** In return for providing the Ongoing Services and Intellectual Property License provided by Service Provider, ALA shall pay Service Provider an amount equal to \$760 per student Full Time Equivalent (FTE) enrolled at ALA (the "Service Fee"). The Service Fee shall be payable in equal monthly installments, beginning on July 1, 2017 and on or before the fifth (5<sup>th</sup>) day of each month thereafter in an amount equal to one-twelfth (1/12) of the Service Fee. However, ALA shall have no obligation to pay such fee before receiving its FTE funding from the state of Nevada, such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received.

**5.2 Additional Services.** As referenced in this Agreement, certain additional services provided by Service Provider outside of the Ongoing Services may be recommended by Service Provider for approval by ALA or the Board. The costs for the additional services, after approval by ALA or the Board, shall be charged separately to ALA. ALA recognizes that Service Provider possesses the time, expertise, negotiating power and the ability to procure such additional services beyond the time, expertise, negotiating power and ability available to ALA. In procuring such reimbursable additional services, ALA is

exercising and utilizing its time, expertise, negotiating power and ability, which in and of itself is a valuable service provided for ALA.

**5.3 Reimbursement of Costs.** Service Provider shall be reimbursed for actual costs incurred that are the responsibility of ALA as defined in this Agreement. ALA agrees to pay all reimbursements owed to Service Provider within 60 days after receipt of invoice from Service Provider.

**5.4 Interest.** In the event ALA fails to pay any fee, cost, expense, or reimbursement due to Service Provider, and unless otherwise stated in this Agreement, all unpaid amounts shall be subject to an interest charge at an annual rate equal to the greater of the following: (1) the prime rate (or similar rate) as published in the Wall Street Journal plus five percent (5%); or (2) ten percent (10%) whichever is lower.

## **ARTICLE VI TERMINATION**

This Agreement may terminate upon the occurrence of any of the following events as provided in Sections 6.1 through 6.5 below.

**6.1** If either party provides written notice of its intent to terminate the Agreement, for any reason, at least one hundred eighty (180) days prior to the date of termination.

**6.2** If the Nevada state legislature or any other source of public funding fails to appropriate funds for the operation of charter schools in the state of Nevada. In such an event, this Agreement shall terminate on the last date that funds are appropriated for the operation of the charter school. Additionally, if any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may terminate this agreement upon 30 days' notice.

**6.3** If ALA's Charter School Contract is revoked or not renewed by the State of Nevada, this Agreement shall terminate on the date the Charter Contract expires or on the date of revocation, as applicable.

**6.4** If ALA commits any material breach which is not cured within thirty (30) days, or Default as defined in Section 9.1, Service Provider may elect to immediately terminate this Agreement, which termination shall be effective upon delivery of written notice to ALA pursuant to the provisions of Section 11.12 herein.

**6.5** If Service Provider commits any material breach which is not cured within thirty (30) days or Default as defined in Section 9.1, ALA may elect to immediately terminate this Agreement, which termination shall be effective upon delivery of written notice to Service Provider pursuant to the provisions of Section 11.12 herein. ALA may elect to waive such Default, and continue receiving services from and utilizing the Intellectual Property provided by Service Provider in consideration for its fulfillment of each of the duties and obligations provided for in this Agreement through the end of the current fiscal year.

**ARTICLE VII  
WARRANTIES AND REPRESENTATIONS**

**7.1 ALA Warranties and Representations.** ALA represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

**7.2 Service Provider Warranties and Representations.** Service Provider warrants and represents that it is a limited liability company in good standing. Service Provider further warrants that the services it provides shall be performed by adequately trained persons in a professional and workmanlike manner.

**7.3 Mutual Warranties.** ALA and Service Provider mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE VIII  
INDEMNIFICATION**

Each party to this Agreement does hereby indemnify, defend, save and hold harmless the other and their respective directors, officers, employees, agents and other representatives from and against any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from (i) its own negligent or willful acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business. The indemnification obligations contained in this Section shall survive the termination of this Agreement.

Service Provider shall indemnify, save and hold harmless ALA and its Board against any and all claims, demands, suits, action, proceedings, losses, costs, judgments, damages, or other form of liability to third parties, of every kind and description, actual or claim, including but not limited to attorneys' fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the management company or from conduct committed or alleged to have been committed by the on the premises of the School, or from conduct committed by the management company's employees, officers, directors, subcontractors, or agents during the term of the Charter Contract or any renewal thereof. Additionally, the management company shall defend the Authority in any such action or proceedings brought thereon. This provision shall survive the termination of this contract.

**ARTICLE IX  
DEFAULT; ALTERNATIVE DISPUTE RESOLUTION.**

**9.1 Default.** An event of default by either party shall be limited to the following: (i) ALA fails to make any payment due hereunder within thirty (30) days after the date such



payment was due; (ii) ALA or Service Provider materially breaches any of its obligations under this Agreement and fails to cure such material breach within sixty (60) days after notice of such breach; (iii) If Service Provider commences any case or proceeding, or files any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain undismissed for more than sixty (60) days; and/or (iv) if Service provider is found by an administrative or judicial body had revoked any license that may be required for Service Provider to carry on its business and perform its obligations and functions under this Agreement.

**9.2 Dispute Resolution.** In the event that any dispute arises relating to this Agreement between Service Provider and ALA, the parties agree to first submit the dispute to non-binding arbitration pursuant to the provisions below.

**9.2.1** Written notice requesting arbitration will be sent by the initiating party via certified mail or registered mail, return receipt requested, to the other party. The notice shall state the nature of the dispute, the amount involved, if any, and the remedy sought.

**9.2.2** The parties hereto shall mutually agree to retain one arbitrator to hear the dispute. The arbitration shall take place in or near Clark County, Nevada and in accordance with the rules promulgated by the American Arbitration Association in place at the time of such dispute. If the parties cannot agree to one arbitrator, each party hereto shall retain an arbitrator, and those arbitrators shall agree on a third arbitrator. The dispute shall then go before the three arbitrators.

**9.2.3** The arbitrator(s) will issue an award in writing based upon a hearing at which evidence may be introduced without following strict rule of evidence but in which cross-examination and rebuttal will be allowed. The arbitrator(s) will make an award within thirty (30) days following the termination of the hearings unless the parties agree to an extension.

**9.2.4** The parties hereto shall pay the total fees and costs incurred in arbitration evenly, unless a three-arbitrator panel is utilized in which case each party shall be individually responsible for the fees associated with their selected arbitrator and shall divide all other costs and fees evenly.

**9.2.5** Each party shall bear their own costs and attorneys' fees incurred in arbitration and the arbitrator shall not award attorneys' fees and costs associated in arbitration to any other party.

## **ARTICLE X INSURANCE**

Each party shall maintain adequate insurance coverages for liability and property loss with limits commensurate for charter schools in Nevada, as well as worker's compensation insurance in compliance with federal, state and local law including but not limited to NAC 386.215. The Authority shall be named as an additional insured under all insurance policies identified under NAC 386.215.

## **ARTICLE XI MISCELLANEOUS**

**11.1 Conflicts of Interest.** No officer, shareholder, employee or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter School Contract.

**11.2 Place of Performance.** It is understood and agreed that Service Provider may perform functions other than those normally performed on the physical campus of the School(s) such as purchasing, professional development, and administrative functions off-site at other Service Provider locations unless prohibited by contract or applicable law.

**11.3 Student Records.** All educational records, including student records, are records of ALA and shall be maintained by ALA in a reasonably accessible electronic and/or physical form and in accordance with any and all applicable laws. Service Provider shall adhere to all federal and state laws and regulations protecting the confidentiality of student records including but not limited to the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA") and the applicable state freedom of information and/or open records laws. ALA hereby designates the employees and managers of the Service Provider as "other school officials" and agents of ALA, as having a legitimate educational interest in the schools, and as acting as a contractor providing institutional services and functions solely for the purpose of entitling such people's access to education records under FERPA 20 U.S.C. §1232g and 34 C.F.R. § 99.31.

**11.4 Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement.

**11.5 No Benefit to Others.** This Agreement is not intended to create any rights of a third party beneficiary, whether a constituent of Service Provider or otherwise.

**11.6 Entire Agreement: Amendment.** This Agreement constitutes the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual, written consent of the parties. Any substantial amendment to this Agreement shall require approval of the Board.

**11.7 Waiver.** No Waiver or provision of this Agreement shall constitute a waiver of any other provision of the Agreement, nor shall a waiver constitute an ongoing waiver, unless otherwise expressly stated.

**11.8 Severability.** If any term, provision or section of this Agreement shall be found to be unenforceable, that term, provision, or section shall be stricken from this Agreement and shall not affect the validity or enforceability of the remaining terms, provision and sections of this Agreement. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the

extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as enforceable.

**11.9 Governing Law.** The laws of the State of Nevada shall govern this Agreement and any legal determination of rights, duties and remedies of the parties arising from a dispute related to the Agreement. The courts located in Clark County, Nevada shall have jurisdiction over any dispute arising out of this Agreement.

**11.10 Assignment.** Neither party may assign this Agreement to another party without the prior written consent from the other party. Notwithstanding the foregoing, Service Provider may delegate the performance of, but not the responsibility for, specific portions of this Agreement to qualified third party contractors, professional service providers or experts, subject to ALA's approval, which approval shall not be unreasonably withheld.

**11.11 Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided herein, this Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**11.12 Notice.** Any notice, demand or communication required or permitted to be given to a party by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) delivered personally, or (ii) sent by registered or certified mail, postage prepaid, addressed to the party at the address set forth below. Except as otherwise provided herein, any such notice shall be deemed to be given on the date on which the same was personally delivered, or, if sent by registered or certified mail, three days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid. The inability to deliver any such notice because of a changed mailing address, facsimile or email, of which no notice was given, or because of the rejection or refusal to accept such notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver, rejection or refusal to accept.

If to ALA:  
AMERICAN LEADERSHIP ACADEMY, NORTH LAS VEGAS INC  
Attn: Jeremy Christensen  
777 E Ann Rd  
North Las Vegas, NV 89081  
(480) 221-9855  
jchristensen@alanevada.org

If to Service Provider:  
VMV CONSULTING, LLC  
Attn: Brian J. Holmes, Esq.  
19935 E Chandler Heights Road  
Queen Creek, AZ 85142  
(480) 223-0919

brian@holmeslawaz.com

**11.13 Headings.** The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

**11.14 Adequate Consideration.** Each party hereto acknowledges that consideration for this Agreement consists only of the terms set forth in this Agreement, and agree that such consideration is fair, adequate, and substantial.

**11.15 Independent Counsel.** Each party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The signatures affixed to this Agreement represent that the parties are entering into this Agreement freely and without coercion by any other party or non-party hereto.

**11.16 Facsimile and pdf Signatures.** The parties agree that, if a duly authorized representative of one party signs this Agreement and transmits such Agreement to the other party via facsimile or email transmission, and a duly authorized representative of the other party then signs such transmission, then this Agreement shall have been validly executed by both parties. In such case, the fully signed document and the facsimile or pdf of such document (bearing all signatures and transmitted to the party that originally signed such document), shall be deemed original documents.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written below.

**AMERICAN LEADERSHIP ACADEMY,  
NORTH LAS VEGAS INC.**  
a Nevada non-profit corporation

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**VMV CONSULTING, LLC**  
an Arizona limited liability company

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**American Leadership Academy North Las Vegas**  
**Goal Crosswalk and EMO Responsibility**  
**ACADEMIC FRAMEWORK: STUDENT PROGRESS OVER TIME**

<b>ACADEMIC FRAMEWORK: STUDENT PROGRESS OVER TIME</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
<b>2.1.a</b> Are schools making adequate progress based on the school's Median Student Growth Percentiles in reading?	Students attending ALA will achieve median growth percentiles above the 50th percentile in both mathematics and reading as measured by the Smarter Balance assessment	1. Recruit highly qualified instruction staff
<b>2.1.b</b> Are schools making adequate progress based on the school's Median Student Growth Percentiles in math?	Same as School Goal described in section 2.1.a above.	2. Provide professional development to instructional staff.
<b>2.1.c</b> Are schools making adequate growth based on the percentage of students meeting AGP in reading?	Same as School Goal described in section 2.1.a above.	3. Implement ALA program of instruction
<b>2.1.d</b> Are students making adequate growth based on the percentage of students meeting AGP in math?	Same as School Goal described in section 2.1.a above.	4. Monitor instructional practices and pacing
<b>2.1.e</b> Using Adequate Growth results, are schools meeting AGP in reading when compared with traditional school that charter school students would otherwise attend?	Same as School Goal described in section 2.1.a above.	5. Evaluate teacher performance.
<b>2.1.f</b> Using Adequate Growth results, are schools meeting AGP in math when compared with traditional school that charter school students would otherwise attend?	Same as School Goal described in section 2.1.a above.	6. Implement assessment program to measure student progress.
<b>2.1.g</b> Are students in sub-groups (FRL, ELL, IEP) making adequate growth based on the percentage of students meeting AGP in reading?	Students within the designated sub-groups of FRL, ELL, and IEP will maintain median growth percentiles above the 50th percentile in both mathematics and reading as measured by the Smarter Balance assessment	7. Propose adaptations and modifications, as necessary, to achieve goal.

**ACADEMIC FRAMEWORK:**

<p><b>2.1.h</b> Are students in sub-groups (FRL, ELL, IEP) making adequate growth based on the percentage of students meeting AGP in math?</p>	<p>Same as School Goal described in section 2.1.g above.</p>	<p>7. Propose adaptations and modifications, as necessary, to achieve goal.</p>
--	--	---

**American Leadership Academy North Las Vegas  
 Goal Crosswalk and EMO Responsibility  
 ACADEMIC FRAMEWORK: STUDENT ACHIEVEMENT**

<b>ACADEMIC FRAMEWORK:                      STUDENT ACHIEVEMENT</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
<p><b>2.2.a</b> Are students achieving proficiency on state examinations in reading?</p>	<p>Students attending ALA will achieve a minimum score of 80% proficiency in mathematics and reading as measured by the Smarter Balance assessment at the end of the fifth academic year.</p>	<p>1. Recruit highly qualified instruction staff</p>
<p><b>2.2.b</b> Are students achieving proficiency on state examinations in math?</p>	<p>Same as School Goal described in section 2.2.a above.</p>	<p>2. Provide professional development to instructional staff.</p>
<p><b>2.2.c</b> Using proficiency rates, are schools achieving proficiency in reading when compared with the traditional school that charter school student would otherwise attend?</p>	<p>Same as School Goal described in section 2.2.a above.</p>	<p>3. Implement ALA program of instruction</p>
<p><b>2.2.d</b> Using proficiency rates, are schools achieving proficiency in math when compared with the traditional school that charter school student would otherwise attend?</p>	<p>Same as School Goal described in section 2.2.a above.</p>	<p>4. Monitor instructional practices and pacing</p>
<p><b>2.2.e</b> Are students in sub-groups (FRL, ELL, IEP) achieving proficiency on state examinations in reading?</p>	<p>Students within the designated sub-groups of FRL, ELL, and IEP will achieve a minimum score of 50% proficiency in both mathematics and reading as measured by the Smarter Balance assessment at the end of the fifth academic year.</p>	<p>5. Evaluate teacher performance.</p>

<b>ACADEMIC FRAMEWORK: STUDENT ACHIEVEMENT</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
<b>2.2.f</b> Are students in sub-groups (FRL, ELL, IEP) achieving proficiency on state examinations in math?	Same as School Goal described in section 2.2.e above.	6. Implement assessment program to measure student progress.  7. Propose adaptations and modifications, as necessary, to achieve goal.

**American Leadership Academy North Las Vegas  
Goal Crosswalk and EMO Responsibility  
ACADEMIC FRAMEWORK: CAREER AND COLLEGE READINESS**

<b>ACADEMIC FRAMEWORK: CAREER AND COLLEGE READINESS</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
<b>2.3.a</b> Based on scores obtained from EXPLORE and PLAN (ASPIRE), are students making adequate growth points for being college ready by the time they graduate?	95% of 8th graders will complete the ASPIRE summative assessment and 100% of regular ed students that have attended ALA for 3 years or more will score at or above the ACT Readiness Benchmarks in English (422 points), reading (424 points), and mathematics (425 points) to demonstrate adequate progress towards college and career readiness by the end of the fifth academic year.	1. Deliver program of instruction to prepare students to succeed on the ASPIRE assessment
<b>2.3.b</b> Are students on target for being college ready by the time they graduate as measured by the EXPLORE and PLAN (ASPIRE) college readiness bench marks in English and Math?	Same as School Goal described in section 2.3.a above.	2. Assess students to measure progress towards college readiness
English	Same as School Goal described in section 2.3.a above.	3. Deliver Leadership program to prepare students for career
Math	Same as School Goal described in section 2.3.a above.	Same as EMO responsibility described in section 2.3.b English, above.
<b>2.3.c</b> Are students graduating from high school?	N/A	Same as EMO responsibility described in section 2.3.b English, above.



<b>ACADEMIC FRAMEWORK: CAREER AND COLLEGE READINESS</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
2.3.d Do students have the content and skill knowledge needed to succeed beyond high school?		Same as EMO responsibility described in section 2.3.b English, above.

**American Leadership Academy North Las Vegas  
Goal Crosswalk and EMO Responsibility  
FINANCIAL FRAMEWORK: NEAR TERM MEASURES**

<b>FINANCIAL FRAMEWORK: NEAR TERM MEASURES</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
1. Current Ratio	Maintain a current ratio of 1.1 or greater	Ensure full enrollment to maximize revenue. Maintain accurate record of enrollment to ensure accurate forecasting
2. Unrestricted days cash on hand	Establish a reserve of 45 days cash on hand by end of year 1	Safeguard limited funds, follow established budget
3. Enrollment forecast accuracy	Forecast enrollment with 95% or great accuracy	Complete an annual finance and attendance compliance audit of ALA.
4. Debt default	Maintain all debts current (no delinquent accounts)	Maintain accurate financial records to forecast near-term and long-term liabilities. Adjust the budget to meet perceived needs. Secure additional funding, as necessary.

**American Leadership Academy North Las Vegas  
Goal Crosswalk and EMO Responsibility  
FINANCIAL FRAMEWORK: SUSTAINABILITY MEASURES**

<b>FINANCIAL FRAMEWORK: SUSTAINABILITY MEASURES</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
1. Total Margin	Maintain a positive total margin	Limit debt and maximize assets
2. Debt to asset ratio	Maintain a Debt to Asset Ratio less than 0.90 by end of year 1	Manage AP and AR to maintain positive cash flow.
3. Cash Flow	Maintain positive cash flow	Manage financial statements.
4. Debt service coverage ratio	Maintain Debt Service Coverage Ratio equal to or greater than 1.10	Minimize debt through austerity measures

**American Leadership Academy North Las Vegas**  
**Goal Crosswalk and EMO Responsibility**  
**OPERATIONAL FRAMEWORK: EDUCATIONAL PROGRAM**

<b>OPERATIONAL FRAMEWORK: EDUCATIONAL PROGRAM</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
1. Essential terms of the charter agreement	Maintain 100% compliance with the essential terms of the charter contract	Follow the essential terms of the charter contract. Audit contract compliance and make corrections where necessary.
2. Education requirements	Meet all educational requirements included in Nevada Statute	Deliver the adopted program of instruction to meet or exceed state education requirements
3. Students with disabilities	Serve students with disabilities in accordance with state and federal law. Provide an exceptional educational experience for students with disabilities. Meet 90% or more of IEP goals each school year	Align staff, vendors, and parents to help each student with disabilities succeed.
4. English Language Learner Students	Properly identify ELL students within 45 days of enrollment and ensure each is evaluated in accordance with Nevada Statute. Reclassify no less than 25% of ELL students to Full English Proficiency.	Implement student identification protocols, deliver specialized instruction to reach reclassification goals. Measure progress.

**American Leadership Academy North Las Vegas  
Goal Crosswalk and EMO Responsibility  
OPERATIONAL FRAMEWORK: FINANCIAL MANAGEMENT and OVERSIGHT**

<b>OPERATIONAL FRAMEWORK: FINANCIAL MANAGEMENT and OVERSIGHT</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
1. Financial Reporting and compliance	Maintain 100% compliance with state reporting guidelines including the timely submission of required reports and submissions.	Maintain school financial records.
2. Financial management and oversight	Annual independent audit reveals no significant findings or deficiencies.	Complete internal and external financial reports. Implement financial controls, including cash controls. Complete an annual finance audit of ALA. Provide financial consultation as requested.

**American Leadership Academy North Las Vegas  
Goal Crosswalk and EMO Responsibility  
OPERATIONAL FRAMEWORK: GOVERNANCE and REPORTING**

<b>OPERATIONAL FRAMEWORK: GOVERNANCE and REPORTING</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
1. Governance and reporting	Maintain 100% compliance with Nevada Statute and Academic Code pertaining to board governance & composition, Open Meeting Law, required filings, and required reports.	Maintain board meeting notifications and minutes on school property and website.
2. Management accountability	Complete annual evaluation of school leadership and the EMO.	Complete an annual compliance audit of ALA. Provide policy support and legal counsel as requested.
3. Reporting requirements	Complete 100% of required reports on time.	Complete all required reports in a timely manner.

**American Leadership Academy North Las Vegas  
Goal Crosswalk and EMO Responsibility  
OPERATIONAL FRAMEWORK: STUDENTS and EMPLOYEES**

<b>OPERATIONAL FRAMEWORK: STUDENTS and EMPLOYEES</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
1. Rights of students	Board policy.	Provide policy support and legal counsel as requested.
2. Attendance goals	Maintain attendance rates of 95% or greater.	Complete biannual attendance audits of ALA.
3. Staff credentials	Maintain an instructional staff or 90% or more Highly Qualified teachers.	Screen all potential applicants to ensure that proper qualifications are in place. Monitor expiration date of credentials and provide regular reports.
4. Employee rights	Board policy.	Provide policy support and legal counsel as requested.
5. Background checks	Maintain a safe environment.	Refrain from authorizing payroll disbursements for employees without first obtaining a background check assurance.

**American Leadership Academy North Las Vegas  
Goal Crosswalk and EMO Responsibility  
OPERATIONAL FRAMEWORK: SCHOOL ENVIRONMENT**

<b>OPERATIONAL FRAMEWORK: SCHOOL ENVIRONMENT</b>	<b>School Goal</b>	<b>EMO Responsibility</b>
1. Facilities and transportation 2. Health and safety 3. Information management	Maintain a safe and inviting educational environment.	Complete an annual compliance audit of ALA. Provide health and IT training and support. Manage school SIS.

Page intentionally left blank.

DO NOT WRITE ABOVE THIS LINE: RESERVED FOR ACC USE ONLY.

**ARTICLES OF ORGANIZATION**

**1. ENTITY TYPE:** LIMITED LIABILITY COMPANY

**2. ENTITY NAME:** VMV CONSULTING, LLC

**3. FILE NUMBER:** L21709435

**4. STATUTORY AGENT NAME AND ADDRESS:**

Street Address:

Mailing Address:

GLENN L WAY

19935 E CHANDLER HEIGHTS ROAD

QUEEN CREEK , AZ 85142

**5. ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:**

19935 E CHANDLER HEIGHTS ROAD

QUEEN CREEK , AZ 85142

**6. DURATION:** Perpetual

**7. MANAGEMENT STRUCTURE: Member-Managed**

The names and addresses of all Members are:

**1 BRIAN J HOLMES**

19935 E CHANDLER HEIGHTS ROAD  
QUEEN CREEK, AZ 85142

**2 WILLIAM R GUTTERY**

19935 E CHANDLER HEIGHTS ROAD  
QUEEN CREEK, AZ 85142

**3 GLENN L WAY**

19935 E CHANDLER HEIGHTS ROAD  
QUEEN CREEK, AZ 85142

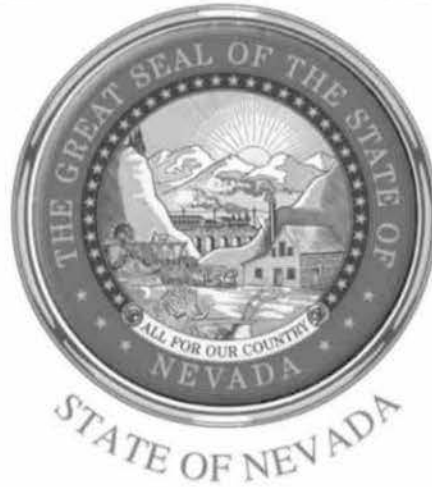
**4 PAUL BRENT MCARTHUR**

19935 E CHANDLER HEIGHTS ROAD  
QUEEN CREEK, AZ 85142

**ORGANIZER:** Glenn L Way

3/21/2017

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

**VMV CONSULTING LLC**

Nevada Business Identification # NV20171192847

**Expiration Date: March 31, 2018**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on March 24, 2017

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE  
Secretary of State

***You may verify this license at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.***

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived.**

# SECRETARY OF STATE



## CERTIFICATE OF REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am the legal custodian of the records pertaining to Limited Liability Companies, and that I am the proper officer to execute this certificate.

I further certify upon said records that **VMV CONSULTING LLC**, a Limited Liability Company organized under the laws of the State of Arizona did, on March 23, 2017 qualify pursuant to the provisions of the Nevada Revised Statutes and is currently registered to transact business in this State as a Limited Liability Company.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on March 24, 2017.

*Barbara K. Cegavske*

BARBARA K. CEGAVSKE

Secretary of State

Certified By: Haley Goletto  
Certificate Number: C20170323-1618  
You may verify this certificate  
online at <http://www.nvsos.gov/>



**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:**

ENTITY NUMBER

VMV CONSULTING LLC

E0141542017-7

NAME OF LIMITED-LIABILITY COMPANY



FOR THE FILING PERIOD OF  TO

USE BLACK INK ONLY - DO NOT HIGHLIGHT

**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvsilverflume.gov](http://www.nvsilverflume.gov)\*\***

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

**IMPORTANT:** Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A **Manager, or if none, a Managing Member** of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A **copy fee of \$2.00 per page** is required for **each additional copy** generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number <b>20170126671-43</b>
	Filing Date and Time <b>03/24/2017 10:11 AM</b>
	Entity Number <b>E0141542017-7</b>

(This document was filed electronically.)  
**ABOVE SPACE IS FOR OFFICE USE ONLY**

**ANNUAL LIST FILING FEE:** \$150.00 **LATE PENALTY:** \$75.00 (if filing late)

**BUSINESS LICENSE FEE:** \$200.00 **LATE PENALTY:** \$100.00 (if filing late)

**CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW**

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

**NOTE:** If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes  
001 - Governmental Entity  
005 - Motion Picture Company  
006 - NRS 680B.020 Insurance Co.

NAME <input type="text" value="BRIAN J HOLMES"/>		MANAGER OR MANAGING MEMBER	
ADDRESS <input type="text" value="19935 E CHANDLER HEIGHTS ROAD , USA"/>	CITY <input type="text" value="CHANDLER"/>	STATE <input type="text" value="AZ"/>	ZIP CODE <input type="text" value="85142"/>
NAME <input type="text" value="GLENN L WAY"/>		MANAGER OR MANAGING MEMBER	
ADDRESS <input type="text" value="19935 E CHANDLER HEIGHTS ROAD , USA"/>	CITY <input type="text" value="CHANDLER"/>	STATE <input type="text" value="AZ"/>	ZIP CODE <input type="text" value="85142"/>
NAME <input type="text" value="PAUL B MCARTHUR"/>		MANAGER OR MANAGING MEMBER	
ADDRESS <input type="text" value="19935 E CHANDLER HEIGHTS ROAD , USA"/>	CITY <input type="text" value="CHANDLER"/>	STATE <input type="text" value="AZ"/>	ZIP CODE <input type="text" value="85142"/>
NAME <input type="text" value="WILLIAM R GUTTERY"/>		MANAGER OR MANAGING MEMBER	
ADDRESS <input type="text" value="19935 E CHANDLER HEIGHTS ROAD , USA"/>	CITY <input type="text" value="CHANDLER"/>	STATE <input type="text" value="AZ"/>	ZIP CODE <input type="text" value="85142"/>

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** BRIAN J HOLMES Title  Date

**Signature of Manager, Managing Member or Other Authorized Signature**

## **Request for Good Cause Exemption**

American Leadership Academy North Las Vegas hereby requests a Good Cause exemption and petitions your consideration of the attached Charter Amendment for an EMO provider.

American Leadership Academy North Las Vegas originally wrote in their charter application that they would be using American Leadership Academy, Inc. ("ALA, Inc.") as their EMO provider. Since that time, the EMO has determined that it is necessary for ALA, Inc. to establish a separate entity to act as an EMO to avoid negative tax, financial, and organizational concerns. The name of the separate entity is VMV Consulting, LLC.

The delay in submitting this amendment request has several factors; some of which will be outlined below.

First, both the school and the EMO have worked ardently to create a mutually beneficial agreement based on best practices. Upon the realization that a separate EMO entity would need to be created, ALA, Inc. initiated a nation-wide review of EMO organizations to ensure that the structure they put into place would be based upon best practices. After conducting their own research, ALA, Inc. opted to hire a lawyer with extensive experience establishing EMO networks across the United States. The process of reviewing various models and aligning them with ALA's own goals and objectives took several months. Once a draft agreement was created, both school and EMO staff traveled to Carson City to petition the input of SPCSA staff, who also helped review the contract. After additional changes were made based on SPCSA staff recommendations, the school then procured independent legal assistance to review the agreement. The independent attorney review initiated another round of negotiations between the school and the EMO. This careful process of drafting and revising the document has taken several months, but has resulted in a better agreement that meets the needs of both organizations as well as the obligations stipulated in Nevada law.

Second, when all negotiations were complete and the contract ready for submission, the Executive Director of ALA-NLV talked to SPCSA staff over the phone to obtain instructions for submittal. Unfortunately, the Executive Director submitted the charter amendment incorrectly. Following that, ALA NLV resubmitted an amendment that aligned with SPCSA instructions. The delay caused by the miscommunication, however, resulted in lost time and created an additional work load during a time that school staff was exceedingly busy, as will be discussed below.

Finally, ALA NLV has been, of necessity, operating on a skeleton staff. As a new charter school, ALA NLV has limited resources and must operate in a financially viable manner. School administration has been working around the clock for months performing all of the required tasks to start a 1100 student school ex-nihilo. As such, school administration has been overwhelmed by the number of urgent tasks that have needed to be completed. With the delay listed above, the school discovered that it needed to complete additional documentation at exactly the same time the school's pre-opening tasks reached a fever pitch. Between receiving and moving curriculum, finishing staff recruitment, requesting and organizing student records, selling school uniforms, communicating with parents, finishing construction on a new facility, performing staff training, and all of the other tasks that were necessary; school administration was simply unable to dedicate the time necessary to complete this submittal prior to now.

American Leadership Academy North Las Vegas is dedicated to improving education in Nevada. We pride ourselves on being organized, timely, and compliant with all required reports and mandates.

Now that school has started and funding began, we have additional personnel to help us fulfill these obligations. We apologize for the delayed submittal of these documents, but humbly petition your approval of this necessary charter amendments.

Sincerely,

*Mike Montandon*

Board Chair

American Leadership Academy North Las Vegas

**NOTICE OF A MEETING OF THE BOARD OF DIRECTORS  
OF  
AMERICAN LEADERSHIP ACADEMY NORTH LAS VEGAS**

Notice is hereby given that the Board of Directors of American Leadership Academy North Las Vegas, a public charter school, will conduct a public meeting on August 30, 2017, beginning at 5:00 p.m. at 777 E Ann Rd in North Las Vegas, Nevada 89081. The public is invited to attend.

Attached hereto is an agenda of all items scheduled to be considered. Unless otherwise stated, the Board President may 1) take agenda items out of order; 2) combine two or more items for consideration; or 3) remove an item from the agenda or delay discussion related to an item.

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any person requiring assistance may contact Jeremy Christensen at (480) 221-9855 or [jchristensen@alanevada.org](mailto:jchristensen@alanevada.org) two business days in advance so that arrangements may be conveniently made.

Public comment may be limited to three minutes per persona at the discretion of the President. Public Notice to be posted at the following locations no later than 9 am on the third working day before the meeting:

1. Aliante Library
2. American Leadership Academy NLV Campus Lobby
3. School website

**Meeting Agenda**  
**Of a meeting of the Board of Directors of**  
**American Leadership Academy North Las Vegas**  
**To be held at 5:00pm on August 30, 2017**

1. Call to order & Roll Call
2. Pledge of Allegiance
3. Invocation
4. Public Comment
5. Approval of Minutes of the previous Board meeting.
6. Board Training
7. School Policy Adoption (Discussion and possible action).
8. Good Cause Exemption (Discussion and possible action)
9. School Update (Discussion)
10. Adjournment

**Meeting Minutes**  
**Of a meeting of the Board of Directors of**  
**American Leadership Academy North Las Vegas**  
**held at 5:00pm on August 30, 2017**

1. Call to order & Roll Call
  - a. Mike Montandon – Present
  - b. Makeli Scholer – Present
  - c. Kyle Bybee – Absent, arrived during agenda item 6.
  - d. Megan Burtis - Present
2. Pledge of Allegiance
3. Invocation – Offered by Jeremy Christensen, Executive Director ALA-NLV
4. Public Comment – No Member of the public present
5. Approval of Minutes of the previous Board Meeting – Tabled
6. Board Training – Attendance of the upcoming CSAN conference was discussed.
7. School Policy Adoption (Discussion and possible action)

The Board discussed various proposed policies as a group.

Makeli Scholer made the motion to approve the policies, as proposed.  
Mike Montandon seconded the motion and it passed unanimously.
8. Bank Signer Authorization (Discussion and possible action).

Mr. Christensen outlined the necessity of adding another signer to the school’s bank Account in order to facilitate accounts payable as well as the need to modify the organization’s Articles of Incorporation to qualify for a 501(c)3 designation.

Makeli Scholer made the motion to approve Rodney Richins as a signer on the bank account and modify the organization’s Articles of Incorporation per IRS feedback.

Kyle Bybee seconded the motion and it passed unanimously.
9. Good Cause Exemption (Discussion and possible action)

Makeli Scholer made the motion to approve the submittal of a Good Cause Exemption request for the EMO Charter Amendment Request.

Megan Curtis seconded the motion and it passed unanimously.
10. School Update (Discussion)

Mr. Christensen gave the board members an update on the progress of the school.
11. Adjournment – motion to adjourn made by Board Chair Mike Montandon

**American Leadership Academy North Las Vegas  
Budget Narrative**

**(a) Per-Pupil Revenue**

The per-pupil revenue for ALA NLV was established by entering the total estimated enrollment for year one into the “County DSA” tab of the Authority-provided spreadsheet. The calculated per-pupil revenue was \$6,506. The DSA sponsorship fee amounts to 1.5% or \$97.56 per student leaving the net per-pupil revenue at \$6,408.44.

**(b) Anticipated Funding Sources**

ALA NLV has a Letter of Intent from Schoolhouse Development in the amount of \$1,250,000 in start-up assistance funds. These funds include a four month waiver of lease payments at the commencement of school. In order to reflect the reduced lease amount for the base year, the square footage of the facility was reduced in the spreadsheet. We recognize this change impacts the estimated utility costs, but the school projects surplus revenue sufficient to cover the difference in utility costs.

ALA NLV was awarded \$854,000.00 CSP grant funds from the State of Nevada.

**(c) Anticipated Expenditures**

- ***Personnel***

Costs for personnel were estimated utilizing the staffing plan included in the application. The staffing plan was developed to ensure adequate staffing given the estimated student enrollment. ALA NLV will maintain a student to teacher ratio of 1:22 in kindergarten and 1:30 in all grades thereafter.

The salary ranges for administrators and teachers was established by comparing published Clark County School District salary scales, talking to current teachers in Nevada, and reviewing the numbers submitted by other charter schools which have received approval to open during the same school year as ALA NLV.

- ***Benefits***

Health care benefit rates were determined by utilizing current EMO medical coverage rates and participation percentages.

The FICA rate was determined by subtracting the Social Security rate from the published FICA rates for the State of Nevada. Pursuant to information received during the research process, schools are not required to pay Social Security since their teachers participate in NVPERS.

The state retirement rates were determined utilizing information obtained from the Nevada PERS website, discussions with current Charter School Operators, and a comparison of available charter school applications.

- ***Professional Development***

ALA NLV is committed to providing comprehensive professional development both before and during the school year. For this reason, ALA NLV has included \$30,000 in start-up cost for initial staff training and roughly \$20,000 each year thereafter. ALA NLV will utilize school leadership and EMO personnel to complete much of the staff training. Training for some curricular programs is provided free of charge by the publisher based on the size of the order.

The estimate for professional development is derived from historical professional development expenditures experienced by the EMO.

- ***Recruitment & Marketing***

ALA NLV has allocated \$20,000 for student recruitment and marketing. This figure represents the cost of maintaining the school's website, printing fliers, sending email campaigns, conducting community events, and completing social media campaigns.

- ***Curriculum***

The cost of new curriculum for the school was established by determining the quantity of materials required for each grade level, based on anticipated enrollment, and then multiplying the quantity by the estimated cost of each product. The EMO, VMV, LLC, has established relationships with the chosen curriculum vendors and is able to estimate pricing based on previous curriculum costs and published per-unit pricing.

- ***Library Books***

ALA NLV will not operate a central library. The \$50,000 figure represents the estimated cost for purchasing grade-level libraries that will be stored in the classrooms. ALA NLV recognizes the importance of literature and has included core literature selections in the cost of curriculum. An additional \$5,000 is allocated each succeeding year to augment grade-level libraries.

- ***Food Services***

ALA NLV will own but not operate its own kitchen, equipment, smallwares, etc. ALA NLV will utilize the services of Sodexo, an international food service organization with years of experience working with schools. The \$20,000 figure listed here represents the anticipated cost of free lunches the school will provide to high-need families. Free lunches will be \$1 or less to ensure minimal financial impact on the school while also ensuring each student receives nutrition.

- ***Office Supplies***

ALA NLV anticipates spending roughly \$15,000 in general office supplies to set the school up, then an additional \$15,000 throughout the school year. Office supplies include paper, pens, pencils, staples, post-its, tape, and various other office materials required to maintain an operational office.



- ***Assessment Costs***

ALA NLV has allocated \$30,000 to assessment software and materials each year. This figure represents \$10,060 for Galileo, \$6,000 for DIBELS, \$10,000 for ASPIRE assessments, and the remainder for CogAT and other smaller assessments. These numbers were derived using quotes and estimates from provider websites.

- ***Contracted SPED***

ALA NLV seeks to meet the needs of all students. Since the exact needs of Special Education students cannot be determined until they are enrolled, this number is purposely estimated on the high side to ensure adequate resources are available to provide related services to our special education population.

- ***Remaining General Operating Expenses***

The remainder of general operating expenses were estimated using data from existing schools and best faith estimates.

- ***Bus Contracting Costs***

\$10,000 was included in the budget to account for transportation services required by IEPs and McKinney-Vento compliance. Transportation services will be provided by a third-party provider, if needed.

- ***Computer Costs***

Computer costs were estimated based on the cost of a Mac Mini, monitor, and peripherals. The EMO has an existing relationship with both Apple and Dell to ensure access to favorable pricing.

- ***Server***

ALA NLV will not own a local server. Instead, ALA NLV will utilize cloud solutions to ensure data redundancy, security, access, and minimal overhead.

- ***School Furniture***

Estimates for school furniture were obtained through a quote by Hertz Furniture. The EMO has worked with Hertz in the past and sought a quote specific to this project. Costs for faculty furniture versus student furniture were broken out based on that quote.

#### **(d) Contingency Plan**

In the case of reduced revenue, ALA NLV will immediately implement austerity measures to preserve limited financial resources. ALA NLV will reduce staffing and purchasing to minimize overhead costs.

ALA NLV has the support of the EMO and could petition the EMO for financial support. Additionally, ALA NLV has access to lending institutions through the EMO that may be willing to extend credit based on the success of school model.

In order to prevent any deficiencies in funds, ALA NLV will continuously seek funding opportunities. ALA NLV will seek grant funding and may seek a loan from the State of Nevada, as provided in Nevada statute. Additionally, ALA NLV will continuously develop business associations. These associations may help provide additional avenues for revenue.

**(e) Year 1 cash flow contingency in the event that state and local revenue projections are not met in advance of opening.**

ALA NLV has obtained a commitment to start-up funding from Schoolhouse Development that provides the school a smooth financial transition into the school year and will mitigate minor setbacks in state and local funding. ALA NLV will seek to distribute curriculum and technology costs over several months through vendor negotiations to minimize the assets expended early in the school year and preserve operating capital.

**(f) Year 1 cash flow contingency in the event that outside philanthropic revenue projections are not met in advance of opening.**

ALA NLV is not relying on philanthropic revenue to open. In the event that Schoolhouse Development cannot fulfill the promise of start-up funds, ALA NLV may need to delay the opening of the school.

## **Budget for the Operator at the Regional Network Level**

The regional budget table, below, outlines the projected revenues, expenses, and income for the American Leadership Academy Las Vegas North region. As outlined in the charter narrative, multiple individuals are seeking to replicate the American Leadership Academy model in Nevada. To facilitate these concurrent paths, the state has been divided into regions and each charter school operator will remain constrained to their region. This budget pertains only to the Las Vegas North Region, which is comprised of the geographical area of North of Craig Road in Las Vegas, NV.

### **American Leadership Academy Las Vegas North Regional Budget (Projected)**

**2017 TOTAL REVENUE:** \$6,712,170

2017 Personnel: \$3,358,598

2017 Technology & Equipment: \$375,972

2017 Operating Expenses: \$493,474

2017 Facilities: \$1,042,198

**2017 TOTAL EXPENSES:** \$5,270,242

**2017 NET INCOME: \$377,168**

**2018 TOTAL REVENUE:** \$7,427,636

2018 Personnel: \$3,670,568

2018 Technology & Equipment: \$115,944

2018 Operating Expenses: \$532,885

2018 Facilities: \$1,705,375

**2018 TOTAL EXPENSES:** \$6,024,772

**2018 NET INCOME: \$565,752**

**2019 TOTAL REVENUE:** \$7,427,497

2019 Personnel: \$3,778,216

2019 Technology & Equipment: \$97,444

2019 Operating Expenses: \$532,748

2019 Facilities: \$1,705,375

**2019 TOTAL EXPENSES:** \$6,113,783

**2019 NET INCOME: \$754,336**

**2020 TOTAL REVENUE:** \$14,139,667  
2020 Personnel: \$7,339,313  
2020 Technology & Equipment: \$474,884  
2020 Operating Expenses: \$1,031,744  
2020 Facilities: \$2,747,573  
**2020 TOTAL EXPENSES:** \$11,593,515  
**2020 NET INCOME: \$942,920**

## **Budget Assumptions**

### *Revenue*

Revenue is calculated as \$6,536.33 per student. It is anticipated that a new American Leadership Academy campus will open in 2020 in the proscribed region. Growth targets will be reevaluated on an annual basis to ensure the success of the organization and the students it serves.

### *Expenses*

VMV Consulting, LLC will employ the majority of non-instructional personnel for the campuses operating in the Las Vegas North Region. This includes human resources, legal, clerical staff, and support staff. The expenses are based on the estimated staffing plan for the subject region.

### *Operating Expenses*

Operating expenses have been calculated to cover administrative overhead expense both at the regional and national level of the EMO.

### **EMO Audits and Historical Financial Documents**

VMV Consulting, LLC was recently formed and therefore has no audit or financial history.

### **EMO Audits and Historical Financial Documents**

VMV Consulting, LLC was recently formed and therefore has no audit or financial history.