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CASE NO: A-19-797192-W
Department 25

Attorney for Plaintiff,
NEVADA VIRTUAL ACADEMY

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY NEVADA

NEVADA VIRTUAL ACADEMY,

Plaintiff,

vs.

STATE OF NEVADA, ex Rel. STATE PUBLIC
CHARTER SCHOOL AUTHORITY, a political
subdivision of the State of Nevada, and REBECCA
FEIDEN, in her official capacity as Executive
Director of the State Public Charter School
Authority,

Defendants.

Case No. _____

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF,
PETITION FOR JUDICIAL REVIEW,
AND PETITION FOR WRIT OF
MANDATE/PROHIBITION**

Plaintiff, NEVADA VIRTUAL ACADEMY (“NVVA” or “Plaintiff”), by and through its undersigned counsel, Jeffery A. Garofalo of Procopio, Cory, Hargreaves & Savitch, LLP, hereby files this Complaint for Declaratory and Injunctive Relief, Petition for Judicial Review, and Petition for Writ of Mandate and Writ of Prohibition (collectively, “Complaint”). In support thereof, Plaintiff states as follows:

I. INTRODUCTION

This Court’s immediate intervention is necessary to prevent the Nevada State Public Charter School Authority (the “SPCSA”) from imposing unlawful conditions upon NVVA in connection with negotiating the contract for NVVA’s new six-year charter school contract, and

1 which it threatens to unilaterally terminate if NVVA does not accede to the unlawful conditions
2 and sign the contract **by June 30, 2019.**

3 NVVA is an online accredited Nevada state public charter school that serves as a unique
4 safe haven to enhance the achievement of its students, many of whom are economically
5 disadvantaged or from diverse backgrounds that make success in a conventional public school
6 more difficult. For example, the percentage of NVVA students qualifying for Free or Reduced
7 Lunch is more than double the SPCSA average. A significant number of NVVA's students enter
8 the school with credit deficiencies that must be made up in order for students to graduate, yet
9 NVVA has increased its graduation rate to 83.7 percent for the most recent 2017/2018 school year,
10 exceeding the statewide graduation rate of 83.2 percent and the SPCSA average of 70 percent.
11 LGBTQ students have gravitated to the school because of perceived greater safety and support,
12 including transgender students who are in the process of transitioning.

13 This student population is extremely vulnerable to threats of closure from the SPCSA, as
14 NVVA is the school of last resort for many students. Not only has the SPCSA's board sought to
15 impose illegal termination provisions in its draft contract, it has also threatened to summarily and
16 immediately close NVVA if NVVA does not submit to the illegal conditions and sign the contract
17 as it is written. As the SPCSA's board chair stated in an open meeting on May 31, 2019, **"...if**
18 **there is no contract signed by the end of the month (of June), then there is no NVVA. Do you**
19 **understand that?"**¹, Although she ignored her own board's culpability for the present situation,
20 SPCSA board member Moulton conceded the immediate and irreparable harm facing NVVA and
21 its students. She stated:

22 **I think that it behooves us...to make sure that the board members realize what they're**
23 **getting into financially and – the risk of these children. I mean, there's thousands of**
24 **children that are now, you know, affected if – if something happens to that contract."**²

25 This striking admission concerning the urgency of this matter and the irreparable harm facing
26 NVVA and its students if it does not give in to the SPCSA's illegal strong-arm tactics is proof

27 ¹ Transcript of public hearing for the SPCSA, May 31, 2019, page 152:14-17, pertinent portions of which are attached
28 hereto as Exhibit 1.

² *Id.* at page 155:16-24.

1 enough that NVVA meets its burden for the relief it requests. Accordingly, the intervention of this
2 Court is urgently requested, **as the current charter contract expires on June 30, 2019.**

3 NVVA is presently operating under a six-year charter contract that expires with the
4 2018/2019 school year. In compliance with governing Nevada statutes and regulations, NVVA
5 timely submitted an application to renew its charter for another six-year term, commencing with
6 the 2019/2020 school year that begins in fall of this year. The SPCSA's power to approve or deny
7 charter school applications, and to terminate charter school contracts, is not unlimited. Those
8 powers are defined within NRS Chapter 388A. When the SPCSA voted to approve NVVA's
9 application for renewal, it attempted to impose "conditions" which plainly contradict and exceed its
10 statutory authority, and which effectively deprive NVVA of its due process rights. The SPCSA did
11 not submit a proposed draft contract to NVVA until March 21, 2019, nearly four months after the
12 application was approved, but when it did the document contained provisions that give the SPCSA
13 power to terminate NVVA's contract summarily, without due process of law, and to do so even if
14 NVVA is meeting all of the performance metrics that the SPCSA is by law authorized to consider.

15 Specifically, the SPCSA has mandated that if either NVVA's middle school or high school
16 program achieves a score of less than 50 points on the Nevada School Performance Framework
17 ("NSPF") for two consecutive school years, then the program must cease operations at the end of
18 the school year when the ratings are released. A score of 50 points on the NSPF scale is a "Three
19 Star Rating" and a score of 29 to 49 points is a "Two Star Rating." Nothing in the statutory
20 scheme for charter schools allows a school to be summarily terminated for two consecutive years
21 of Two Star Ratings. As such, this condition is unlawful.

22 More critically, the SPCSA's proposed contract mandates that, for purposes of evaluating
23 NVVA's compliance with the contract, it will count the 2017/2018 school year as "year one" and
24 the 2018/2019 school year as "year two," when neither school year is part of the new six-year
25 charter commencing 2019/2020 that NVVA has been awarded. NRS Chapter 388A does not
26 provide for the retroactive application of a school's prior ratings to a new six-year charter period.
27 Moreover, NVVA argues that the arbitrary and capricious conditions required by the SPCSA are
28 specifically prejudicial to NVVA and calculated to eliminate NVVA's middle school program

1 without following the due process requirements of the governing statute, because the SPCSA
2 knows that the middle school program achieved a Two Star Rating for the 2017/2018 school year.
3 If the middle school program does not achieve a Three Star Rating for 2018/2019³, then it will
4 receive notice of termination before it can even complete the first full year of its new six-year
5 charter for the 2019/2020 school year! Under Chapter 330A, a charter school can only be
6 summarily terminated if it receives the lowest possible One Star Rating in any three of five
7 consecutive years.

8 The proposed contract language far exceeds the SPCSA's power and works a severe and
9 immediate hardship on NVVA, its staff, the public, and its approximately 1,700 students. It seeks
10 to impose more stringent NSPF criteria and penalties than the SPCSA is allowed to impose. The
11 proposed contract language would impose a closure penalty against NVVA without following the
12 due process rights guaranteed in the charter school law itself and Nevada's Administrative
13 Procedures Act. It also impermissibly applies NVVA's performance in two prior school years
14 retroactively, to accelerate the accumulation of ratings less than Three Stars and summarily
15 terminate NVVA's middle school program.

16 **II. PARTIES**

17 1. Plaintiff NVVA is an online accredited Nevada state public charter school,
18 founded in 2007, that serves approximately 1,700 students from 6th grade through 12th grade,
19 including students from vulnerable populations, such as those who suffer from serious health
20 ailments, have been victims of bullying, have learning differences, and come from economically
21 disadvantaged backgrounds. NVVA is sponsored by the SPCSA, a political subdivision of the State
22 of Nevada. NVVA maintains offices and conducts operations in the County of Clark, State of
23 Nevada.

24 2. Defendant STATE OF NEVADA, ex rel. STATE PUBLIC CHARTER SCHOOL
25 SPCSA (the "Agency") is a governmental entity created pursuant to NRS Chapter 388A with
26 jurisdiction to carry out its SPCSA as set forth under NRS Chapter 388A relative to Charter
27 Schools it sponsors in Nevada.

28 ³ Those ratings have not yet been released.

1 3. Defendant REBECCA FEIDEN (the "Director") is the Executive Director of the
2 SPCSA.

3 4. Defendants maintain offices and conduct business in the County of Clark, State of
4 Nevada.

5 **III. JURISDICTION AND VENUE**

6 5. This Court has jurisdiction for purposes of declaratory and injunctive relief pursuant
7 to NRS 233B.130, NRS 33.010, NRCP 65, NRS 30.030 and NRS 30.040.

8 6. NVVA is aggrieved by the SPCSA's demand that NVVA execute a contract and
9 agree to be bound by terms that are unlawful and that severely prejudice NVVA and its students, in
10 that NVVA is faced with the option to either sign the charter contract that evaluates its
11 performance based on two prior school years, with more rigorous criteria and penalties than
12 allowed by statute, or refuse to sign and per the SPCSA's board chair have its school closed on
13 June 30, 2019, resulting in irreparable harm to NVVA and extreme prejudice to NVVA's
14 approximately 1,700 students who will be forced to find alternate education arrangements on
15 extremely short notice.

16 7. This Court has jurisdiction of the Complaint pursuant to NRS 30.040 because
17 NVVA's rights or other legal relations are affected under a written charter constituting a written
18 Charter School Contract (the "Contract"), NVVA's rights, status or other legal relations are
19 affected by a statute, and NVVA seeks to have determined questions of construction or validity
20 arising under the Contract and statute and obtain a declaration of rights, status or other legal
21 relations thereunder. A copy of the proposed Contract is attached to this Complaint as Exhibit 2.

22 8. This Court has jurisdiction over the petition for writ of review because the
23 challenged conditions in the proposed contract for NVVA's renewed charter, including but not
24 limited to retroactive application of two prior school years' ratings and application of criteria and
25 penalties more strict than allowed by statute are arbitrary and capricious, in excess of the Agency's
26 jurisdiction, and this Court's action is necessary to enjoin the SPCSA and its Director from forcing
27 these unlawful provisions upon NVVA as a condition of NVVA operating under its renewed
28 charter for the next six school years.

1 9. A writ of mandate should issue requiring the SPCSA to issue a contract for NVVA's
2 renewed charter based on NVVA's approved renewal application that does not contain illegal
3 conditions, that does not retroactively assess NVVA's performance using the 2017/2018 and
4 2018/2019 school years, and that does not apply more stringent criteria and penalties to evaluate
5 NVVA's performance than is allowed by statute. In the alternative, a write of prohibition should
6 issue commanding the SPCSA to refrain from imposing the unlawful conditions on NVVA as a
7 condition of entering into a contract for NVVA's renewed charter, and to refrain from exceeding its
8 authority under the law pertaining to charter schools, and to refrain from incorporating
9 performance from the 2017/2018 or 2018/2019 school years, and to refrain from imposing more
10 stringent criteria and penalties upon NVVA than is allowed by statute.

11 10. This Court has jurisdiction to issue a writ of mandate pursuant to NRS 34.150 et
12 seq. or, in the alternative, a writ of prohibition pursuant to NRS 34.320 to command the SPCSA to
13 refrain from the above-referenced actions, or to mandate that the requested actions set forth above
14 be undertaken by the SPCSA.

15 11. On or about November 30, 2018, the SPCSA voted to approve NVVA's charter
16 renewal application for a six-year term, commencing with the 2019/2020 school year. NVVA's
17 current charter is in its sixth year and ends on June 30, 2019.

18 12. On or about March 21, 2019, nearly four months after the renewal application was
19 approved and after numerous promises by the SPCSA that a draft contract would be sent to NVVA
20 at earlier dates, the SPCSA issued to NVVA a proposed draft of a contract to govern the new six-
21 year term.

22 13. Both in its vote to approve the renewal application and in its proposed contract for
23 the new charter term, the SPCSA inserted conditions that are unlawful and outside its authority,
24 including but not limited to (1) incorporating NVVA ratings from the 2017/2018 and 2018/2019
25 school years to assess NVVA's performance in the new charter term and (2) utilizing criteria and
26 penalties that are more stringent than allowed by statute. These conditions may cause NVVA's
27 middle school or high school programs to be summarily terminated without the due process
28 requirements set forth in the state charter school law and the Nevada Administrative Procedures

1 Act, and to face termination when the schools are actually meeting statutory requirements. These
2 conditions are outside of the SPCSA's authority to impose and they are unlawful. NVVA disputes
3 that it can lawfully be required to execute a contract to remain open past June 30, 2019 that
4 contains prejudicial conditions that are outside the SPCSA's authority and unlawful and has
5 objected to these conditions.

6 14. The unlawful conditions put NVVA at a disadvantage compared to other charter
7 schools, judge NVVA more harshly, and would result in termination for NVVA in situations where
8 other schools would continue to be allowed to operate.

9 15. Exhaustive attempts were made by NVVA to negotiate a resolution with respect to
10 its objections to the unlawful conditions, but in each instance where a proposal was advanced for
11 consideration by both sides, the SPCSA ultimately rejected it. The SPCSA has steadfastly refused
12 to make any modifications to the unlawful conditions to alleviate the prejudice to NVVA and to
13 curtail the SPCSA's abuse of its authority and its activity outside of statutory mandates.

14 16. Jurisdiction is proper because the SPCSA and its Director have failed, and continue
15 to fail, to perform their legal duty to (a) act within their statutorily defined authority; (b) make
16 determinations consistent with applicable law; and (c) render a decision based on substantial
17 evidence rather than subjective opinions and erroneous conclusions.

18 **IV. BACKGROUND**

19 **A. NVVA's Valuable Contribution to Underserved Student Communities That Would Be** 20 **in Jeopardy if the School Closed.**

21 17. NVVA is an online public charter school serving approximately 1,700 students in
22 grades 6 through 12, with students residing throughout the state of Nevada. NVVA provides
23 students with an individualized and adaptive curriculum to meet their diverse needs through highly
24 qualified Nevada-licensed educators. NVVA offers an online curriculum, a blended program that
25 combines online learning with face-to-face instruction, a high school program that provides
26 students with an individualized pathway to graduation and career and college preparation, and a
27 dual credit program in collaboration with the Western Nevada College, providing juniors and
28 seniors with an opportunity to earn college credit up to an associate degree while enrolled in

1 NVVA. NVVA is a publicly funded charter school sponsored by SPCSA and was initially
2 approved by the Nevada's State Board of Education in 2007.

3 18. Many of NVVA's students are considered academically, economically, or
4 situationally disadvantaged. As compared to the SPCSA's student population as a whole, statistics
5 for the 2017/2018 year demonstrate that NVVA has nearly 30 percent more students who utilize an
6 Individualized Education Program (IEP). For that same year, 48.74 percent of NVVA's students
7 were engaged with the Free or Reduced Lunch (FRL) program, as compared to only 21.94 percent
8 of the SPCSA's student population as a whole. Some of NVVA's students have severe health
9 problems, or have family members with severe health problems, such that attending a conventional
10 brick and mortar school is difficult or impossible. NVVA provides a means for such students to
11 pursue their degree and maintain academic progress.

12 19. NVVA also assists students who are credit deficient in their grade level, so they can
13 ultimately graduate. For students newly enrolled in NVVA's high school during the 2018/2019
14 school year as of January 2019, over 50 percent were credit deficient. For these students, NVVA
15 provides guidance and 365 days per year schooling to assist the students in catching up and
16 ultimately graduating. NVVA's graduation rate has increased significantly over the past four
17 years, and as of the 2017/2018 school year its graduation rate of 83.7 percent exceeded the state's
18 overall rate, and significantly outpaced the SPCSA's global average of 70 percent.

19 20. NVVA's student body also contains LGBTQ students, many of whom consider
20 NVVA to be a safe harbor for learning that is free from bullying. Transgender students have
21 reported less anxiety with respect to their ability to transition and still maintain studies, and with
22 respect to avoiding confrontations about selection of male or female restrooms. NVVA staff
23 respect transgender students' choice of pronoun, something not true for all students within the
24 Nevada public education system.

25 21. If either NVVA's middle school or high school program is unjustly terminated when
26 it should not be, because of the unlawful conditions imposed by the SPCSA, or if the SPCSA
27 extinguishes NVVA unilaterally because it will not sign an illegal contract, then NVVA's student
28 population will be subjected to great risk. Many of NVVA's students will not thrive if forced into

1 a conventional public school environment, and there is a significant risk of dropouts and decreased
2 academic performance.

3 22. The SPCSA's board members have conceded the urgency of this situation, stating at
4 their May 31, 2019, board meeting that they acknowledge that if the contract is not finalized, then
5 there is no school and "that means we have to figure out how to transition all of your middle school
6 and all of your high school to other schools by next school year, and we have to do that in roughly
7 six weeks."⁴ As referenced and cited in the Introduction herein, board members also conceded the
8 risk that NVVA's students are subjected to in the event of an unjust or unlawful closure of its
9 schools.

10 **B. Authority to Terminate a Charter Due to a School's Academic Performance.**

11 23. The SPCSA is permitted to utilize the above-referenced Nevada School
12 Performance Framework ("NSPF") to assess a school's academic performance, however the
13 implementation and use of the NSPF has been far from perfect, with the result that the Legislature
14 enacted NRS 388A.300(2) which states: "[A] charter school's annual rating pursuant to the
15 statewide system of accountability based upon the performance of the charter school must not be
16 included in the count of annual ratings for purposes of subsection 1 for (a) Any school year before
17 the 2015-2016 school year and (b) the 2016-2018 school year."⁵ Therefore, NSPF scores before
18 the 2018/2019 school year may not be utilized by the Authority to assess school performance due
19 to flaws and irregularities inherent in the scoring process for those earlier years. In summary, the
20 statewide system to evaluate schools like NVVA is far from exacting or perfect.

21 24. The other framework that the SPCSA would be authorized to utilize in assessing a
22 school's performance is the SPCSA Charter School Performance Framework (the "SPCSA
23 Framework"). This framework is generally incorporated into charter contracts by the SPCSA and
24 also provides performance criteria to assess charter schools, and provides metrics for measuring

25
26 ⁴ Transcript of public hearing for the SPCSA, May 31, 2019, page 152:20-24, pertinent portions of which are attached
hereto as Exhibit 1.

27 ⁵ It should be noted that an amendment to this provision of law will take effect on January 1, 2020, which will remove
28 "the 2016-2018 school year" language. However, current law today states that a charter school's annual rating must
not be included for any school years prior to the 2015-2016 school year or the 2016-2018 school year.

1 financial, organizational, and academic performance. However, with respect to measurements of
2 academic performance, the SPCSA Framework is suspended and cannot be used by the SPCSA
3 until such time as it lifts its own suspension.

4 25. While a charter school's past performance may be evaluated in deciding whether to
5 renew a charter, there is no provision in the statutory scheme of NRS Chapter 388A, the applicable
6 enabling legislation, that permits the SPCSA to look back to a prior charter school term and use a
7 school's previous negative ratings history as a strike against a new charter term. It as if the SPCSA
8 is attempting to unilaterally amend the current charter contract, which expires on June 30, 2019, to
9 allow the SPCSA to potentially close NVVA's middle school program based on the last two years
10 of the current contract, again without statutory authority to impose such a penalty.

11 26. In this instance, the SPCSA received and considered NVVA's application for
12 renewal of its Charter and its performance history, and it voted to renew. Any ability of the
13 SPCSA to employ NVVA's performance history from the 2018/2019 school year on back ceased at
14 that moment. The SPCSA still maintains the ability to monitor a school's performance, but only
15 with respect to ongoing performance in a current six-year charter period.

16 27. The conditions imposed by the SPCSA in its proposed renewal contract with NVVA
17 are violative of statute and outside the scope of its powers. For instance, NRS 388A.330 provides,
18 in pertinent part:

19 Except as otherwise provided in NRS 388A.300:

20 1. Except as otherwise provided in subsection 6, the sponsor of a charter school may
21 reconstitute the governing body of a charter school, revoke a written charter or
22 terminate a charter contract before the expiration of the charter if the sponsor
23 determines that:

24 (a) The charter school, its officers or its employees:

25 (1) Committed a material breach of the terms and conditions of the written charter
26 or charter contract;

27 (2) Failed to comply with generally accepted standards of fiscal management;

28

(3) Failed to comply with the provisions of this chapter or any other statute or regulation applicable to charter schools; or

(4) If the charter school holds a charter contract, has persistently underperformed, as measured by the performance indicators, measures and metrics set forth in the performance framework for the charter school;...

(Emphasis added).

The “performance framework for the charter school” referenced in subsection (1)(a)(4) above is the very same SPCSA Framework that is currently suspended by the SPCSA.

28. Significantly, the SPCSA’s decision to terminate under this provision of law triggers a series of due process requirements, including a public hearing and an opportunity for the charter school to cure deficiencies. The statute states:

2. Before the sponsor reconstitutes a governing body, revokes a written charter or terminates a charter contract, the sponsor shall **provide written notice** of its intention to the governing body of the charter school. The written notice must:

(a) Include a statement of the deficiencies or reasons upon which the action of the sponsor is based;

(b) Except as otherwise provided in subsection 4, **prescribe a period, not less than 30 days, during which the charter school may correct the deficiencies**, including, without limitation, the date on which the period to correct the deficiencies begins and the date on which that period ends;

(c) Prescribe the date on which the sponsor will make a determination regarding whether the charter school has corrected the deficiencies, which determination may be made **during the public hearing** held pursuant to subsection 3; and

(d) Prescribe the date on which the sponsor will hold a public hearing to consider whether to reconstitute the governing body, revoke the written charter or terminate the charter contract.

3. Except as otherwise provided in subsection 4, not more than 90 days after the notice is provided pursuant to subsection 2, **the sponsor shall hold a public**

1 **hearing** to make a determination regarding whether to reconstitute the governing
2 body, revoke the written charter or terminate the charter contract. **If the charter**
3 **school corrects the deficiencies to the satisfaction of the sponsor within the time**
4 **prescribed in paragraph (b) of subsection 2, the sponsor shall not reconstitute**
5 **the governing body, revoke the written charter or terminate the charter**
6 **contract of the charter school.** The sponsor may not include in a written notice
7 pursuant to subsection 2 any deficiency which was included in a previous written
8 notice and which was corrected by the charter school, unless the deficiency recurred
9 after being corrected or the sponsor determines that the deficiency is evidence of an
10 ongoing pattern of deficiencies in a particular area.... (Emphasis added.)

11 29. In contravention of NRS 330A.300, the SPCSA in this case has imposed illegal
12 conditions on the renewed charter contract that will look retroactively back at NVVA’s 2017/2018
13 and 2018/2019 school year performance, when there is no provision for that in the law. Moreover,
14 the performance metric they propose to justify automatic termination is two consecutive years
15 below a Three Star Rating, rather than complying with the law and evaluating whether NVVA “**has**
16 **persistently underperformed, as measured by the performance indicators, measures and**
17 **metrics set forth in the performance framework for the charter school**” (which is currently
18 suspended by the SPCSA) to determine if termination is appropriate. Even worse, in its proposed
19 contract language that would trigger termination, the SPCSA has provided **no notice and**
20 **opportunity to be heard, no public hearing, and no right to cure,** when these due process
21 protections are expressly required by the language of the statute.⁶

22 30. What the SPCSA’s illegal conditions effectively allow is termination or revocation
23 of a charter contract without adherence to procedural standards based upon ratings of the charter
24 school as underperforming. Fortunately, there’s a statute for that. NRS 388A.300 provides:

25 388A.300. Revocation of written charter, termination of charter contract or
26 restart of charter school by sponsor: **Grounds for revocation, termination**
27 **or restart *without adherence to procedural standards*** based upon ratings of

28 ⁶ Proposed Contract, page 23, sections 7.5.2 and 7.5.3, attached hereto as Exhibit 2.

1 charter school as underperforming; submission of written report to
2 Department; regulations governing restart of charter school

3 1. The sponsor of a charter school shall revoke the written charter or
4 terminate the charter contract of the charter school or restart the charter
5 school under a new charter contract **if the charter school receives, in any**
6 **period of 5 consecutive school years, three annual ratings established as**
7 ***the lowest rating possible* indicating underperformance of a public**
8 **school, as determined by the Department pursuant to the statewide**
9 **system of accountability for public schools.**

10 2. A **charter school's annual rating** pursuant to the statewide system of
11 accountability based upon the performance of the charter school **must not**
12 **be included** in the count of annual ratings for the purposes of subsection 1
13 **for: (a) Any school year before the 2015-2016 school year or (b) the**
14 **2016-2018 school year.”** (Emphasis added.)

15 The lowest possible rating referenced in the statute is a One Star Rating. Therefore, pursuant to the
16 statutory scheme governing charter schools, summary termination during a current charter school
17 term is only appropriate when a school scores three years of One Star Ratings within a five-year
18 period. In contravention of this, the SPCSA in this case seeks to terminate without due process if
19 NVVA achieves two ratings in a row below a Three Star Rating.

20 31. NRS Chapter 330A clearly establishes the minimum ratings under which a
21 termination without due process can occur. It requires three One Star Ratings within five years.
22 The SPCSA's illegal conditions impose a standard on NVVA of two Two Star Ratings in a row.
23 Thus, the bar set for NVVA and its students to be eradicated without any due process has been set
24 much higher for NVVA than is allowed by law.

25 32. In addition to being deprived of due process, held to a higher standard than
26 proscribed by statute, and subject to termination in a shorter time and with higher ratings than
27 allowed by law, NVVA faces the further injustice of having its prior year ratings used against it in
28 a new charter term. In the 2017/2018 school year, NVVA's high school received a Three Star

1 Rating, and its middle school received a Two Star Rating. The middle school's score would have
2 been within half a point of a Three Star Rating, but it received a penalty because it failed to meet a
3 95 percent participation level for state-mandated assessments. The 2018/2019 ratings are not yet
4 released, and cannot be predicted in advance with certainty. Regardless, under the unlawful
5 conditions imposed by the SPCSA, NVVA starts its new six-year charter with one strike against it
6 because of its 2017/2018 Two Star Rating. If it should receive another Two Star Rating for
7 2018/2019, then it will have its new charter contract unilaterally and summarily cancelled, without
8 due process of law, based on ratings earned in two years of the prior charter term. There is
9 nothing in the law that sanctions this type of outcome, which would irreparably harm both NVVA
10 and its students.

11 33. It is anticipated that the SPCSA will argue that regulations it has developed vest it
12 with authority to commit the atrocities outlined herein. However, an agency's regulations may not
13 exceed or contravene the statutory scheme that permits the agency to exist in the first place.

14 34. On information and belief, the SPCSA is intentionally attempting to circumvent
15 statutory mandates for evaluating charter schools like NVVA, and diligently seeking to avoid
16 compliance with due process requirements. The SPCSA proposed legislation during the 2017
17 session that would dramatically roll back due process protections for those the SPCSA oversees.
18 Thankfully, the legislation was not successful. Nevertheless, on information and belief the
19 unlawful conditions imposed on NVVA are reflective of the SPCSA's desire to circumvent due
20 process and to magnify and solidify its power. This cannot be permitted or condoned.

21 35. The SPCSA's imposition of illegal conditions on NVVA appears to be one part of a
22 concerted effort to eliminate NVVA as a charter school entirely, as soon as possible, and without
23 scrutiny or due process. For instance, SPCSA Director of Authorizing Mark Modrcin has
24 interjected himself into NVVA's efforts to develop and gain approval for CTE Pathway
25 Submissions, which are required for NVVA to earn the requisite number of points to be rated at a
26 Three Star level. Although the development and approval process is supposed to flow through the
27 Nevada Department of Education, Mr. Modrcin inserted himself, stated that he needed to have
28

1 independent experts in the field evaluate the submissions, and otherwise obstructed NVVA's clear
2 path to meeting an objective for its curriculum and to reach its performance metrics.

3 36. NVVA educates a student body that is generally underserved in the community.
4 The challenges faced by its students in some cases negatively impact the objective scoring of
5 NVVA's academic proficiency. However, it has not performed below the minimum standards
6 established by statute that would permit its charter to be terminated with notice or otherwise. The
7 SPCSA's power must be confined to what it is permitted to do under the statute. The unlawful
8 conditions that it has strong armed into NVVA's proposed new contract must be eliminated, and
9 NVVA must be permitted to operate under its renewed charter, be judged consistent with the law,
10 and be allowed due process and a right to cure in the event of a performance deficiency.

11 **V. COMPLAINT FOR DECLARATORY & INJUNCTIVE RELIEF**

12 1. NVVA re-alleges and incorporates by reference the allegations set forth above as
13 though set forth in full.

14 2. The conditions imposed by the SPCSA with respect to the proposed contract for
15 NVVA's new six-year charter are unlawful and violative of NVVA's due process rights. The
16 SPCSA's challenged actions are arbitrary and capricious, and exceed the SPCSA's authority.

17 3. NVVA respectfully asserts that a dispute has arisen and an actual controversy exists
18 with respect to the unlawfulness of the SPCSA's challenged conditions within the proposed
19 contract.

20 4. NVVA is entitled to a declaratory order against the Defendants that the SPCSA's
21 proposed conditions to (1) include NVVA's 2017/2018 and 2018/2019 school year ratings as
22 performance metrics for the new six-year charter term commencing with the 2019/2020 school
23 year, (2) impose termination on NVVA schools if they are rated with a Two Star Rating in any two
24 consecutive years, and (3) allow termination without a hearing, right to cure, and/or due process of
25 law (collectively referred to herein from time to time as the "Unlawful Conditions") are unlawful,
26 unconstitutional, and violative of NVVA's due process rights.

27 5. Defendants and each of them should be immediately enjoined from imposing the
28 Unlawful Conditions upon NVVA within the proposed contract for NVVA's renewed charter

1 commencing with the 2019/2020 year and should be directed to issue a contract for the renewal
2 that is lawful, constitutional and in compliance with Nevada law in all respects.

3 6. Because the SPCSA has refused to negotiate toward removing or altering the
4 Unlawful Conditions such that NVVA cannot sign the contract without substantial risk of harm and
5 impairment of its rights, and because the current charter for NVVA may otherwise expire without a
6 renewed contract being executed, it is respectfully submitted that this Court should enter an order
7 enjoining the SPCSA from allowing the existing NVVA contract to lapse on June 30, 2019, and
8 directing the SPCSA to extend same as long as may be necessary to maintain the status quo,
9 preserving NVVA students' rights and preventing irreparable harm that would otherwise occur.

10 7. If Defendants are not immediately enjoined from imposing the Unlawful
11 Conditions and directed to issue a lawfully compliant contract for the renewed Charter term, and/or
12 to maintain the status quo and prevent the lapse or expiration of the current charter contract so that
13 operation of the NVVA school is uninterrupted, NVVA, its staff, its students, and the public will
14 suffer irreparable harm for which monetary damage will not compensate Plaintiff. Public charter
15 schools in Nevada have capped enrollment levels. Parents and students are reasonably in fear that
16 if they wait too long before commencement of the 2019/2020 school year, the parents and students
17 could be left with no alternative for a charter school to meet their unique needs. The same is true
18 for NVVA teachers who fear that other available teaching positions in the State of Nevada will fill
19 before a Court can act to protect NVVA and prevent the imposition of the Unlawful Conditions.
20 As plead above, the SPCSA's board members have conceded that if NVVA's charter contract
21 lapses, and there is no new contract signed for the next six-year charter term, then students will be
22 placed at substantial risk. NVVA submits that there would be turmoil finding substitute schools for
23 its students in a much shorter time than is practicable. Inevitably, students will be placed in less
24 ideal conditions, conditions they in many cases fled to enroll with NVVA, where their academic
25 success is much less certain. Defendants' actions are threatening parents' and students' rights to
26 educational choice and their actions are dangerous, unlawful, and if allowed to continue will
27 impose irreparable harm to NVVA and across our state.

28

1 8. As a result of Defendants' conduct, it has been necessary for NVVA to obtain
2 services of an attorney to pursue this matter, and thus NVVA is entitled to recover reasonable
3 attorney's fees and costs incurred.

4 **VI. PETITION FOR JUDICIAL REVIEW**

5 1. NVVA re-alleges and incorporates by reference the allegations set forth above as
6 though set forth in full.

7 2. This Court may review the SPCSA's decisions and assess whether the SPCSA has
8 acted in violation of the law or exceeded its statutory SPCSA. When a reviewed decision exceeds
9 the body's statutory SPCSA or is otherwise in violation of the law, this Court should reverse that
10 decision.

11 3. In this case, the SPCSA has made the decision to the Unlawful Conditions within
12 the proposed contract governing NVVA's renewed charter, and stated unequivocally that it will not
13 modify or nullify those Unlawful Conditions. The SPCSA has also stated that if the proposed
14 contract imposing the Unlawful Conditions is not signed then as of June 29, 2019 **there will be no**
15 **more school.**

16 4. The Unlawful Conditions stated herein exceed the SPCSA's statutory authority, are
17 in contravention and violation of law, and violate NVVA's due process and constitutional rights.

18 5. Under NRS 233B.130(1)(b) the SPCSA's decision to impose the Unlawful
19 Conditions, and to unilaterally require NVVA to enter into an unlawful contract under penalty of
20 having its Charter expire are immediately reviewable by this Court because there is no other
21 adequate remedy at law to preserve NVVA's charter and to prevent NVVA from being forced to
22 operate under unlawful conditions and in deprivation of due process - the damage will be done to
23 NVVA given the pending uncertainty of the school, its board, its staff, parents and above all, its
24 students.

25 6. The SPCSA's decisions at issue here were arbitrary, capricious, characterized by an
26 abuse of discretion, in violation of constitutional and statutory provisions, in excess of statutory
27 authority, made upon unlawful procedure, and clearly erroneous in view of the reliable, probative
28 and substantial evidence on the whole record. Accordingly, given that NVVA's rights are

1 substantially prejudiced by the SPCSA's decisions, reversal of those decisions is appropriate under
2 NRS 233B.135.

3 **VII. PETITION FOR WRIT OF MANDATE OR WRIT OF REVIEW/PROHIBITION**

4 51. NVVA re-alleges and incorporates by reference the allegations set forth above as
5 though set forth in full.

6 52. In the event this Court determines that judicial review of the SPCSA's decision to
7 issue its Notice of Intent to Terminate NVVA's Charter Contract is not available, then it is
8 respectfully submitted that this Court should evaluate whether a writ of mandate or writ of
9 review/prohibition is appropriate.

10 53. This Court should issue a writ of mandate, prohibition or writ of review where
11 necessary to compel the performance of an act that the law requires, or to control an arbitrary or
12 capricious exercise of discretion as occurred here.

13 54. The SPCSA's imposition of the Unlawful Conditions and its strong-arm tactic to
14 threaten immediate closure of NVVA's schools if NVVA does not sign the contract are arbitrary
15 and capricious, and done outside of the SPCSA's lawful authority, in contravention of the
16 constitutional and due process rights of NVVA, and at the expense of irreparable harm foisted on
17 NVVA, its staff, the public, and its students.

18 55. A writ of mandate should issue requiring Defendants to withdraw the Unlawful
19 Conditions, and to extend the present charter school contract between NVVA and the SPCSA for
20 as long as necessary to allow a reviewed and legally compliant contract to be issued by the SPCSA.
21 In the alternative, a writ of prohibition should issue to prevent the SPCSA from imposing any
22 Unlawful Conditions, to prevent the SPCSA from terminating NVVA's current contract if a new
23 lawful contract cannot be completed by June 30, 2019, and to prevent the SPCSA from taking any
24 actions against NVVA that are in violation of law pending further order of this Court.

25 **VIII. PRAYER FOR RELIEF**

26 Wherefore, NVVA prays for judgment against the Defendants and each of them as follows:

27 1. That the Court issue a declaration against Defendants and each of them that the
28 SPCSA's proposed conditions to (1) include NVVA's 2017/2018 and 2018/2019 school year

1 ratings as performance metrics for the new six-year charter term commencing with the 2019/2020
2 school year, (2) impose termination on NVVA if it is rated with a Two Star Rating in any two
3 consecutive years, and (3) allow termination without a hearing, right to cure, and/or due process of
4 law (collectively referred to as the “Unlawful Conditions”) are unlawful, unconstitutional, and
5 violative of NVVA’s due process rights and/or;

6 2. That Defendants and each of them should be immediately enjoined from imposing
7 the Unlawful Conditions upon NVVA within the proposed contract for NVVA’s renewed charter
8 commencing with the 2019/2020 year and that Defendants be directed to issue a contract for the
9 renewal that is lawful, constitutional and in compliance with Nevada law in all respects and/or;

10 3. That the Court enter an order enjoining the SPCSA from allowing the existing
11 NVVA contract to lapse on June 30, 2019, and directing the SPCSA to extend same as long as may
12 be necessary to maintain the status quo, preserving NVVA students’ rights and preventing
13 irreparable harm that would otherwise occur; and/or

14 4. That the SPCSA’s decision to impose the Unlawful Conditions and to force NVVA
15 into the lapse of its existing contract be reversed pursuant to NRS 233B.135, and that an order on
16 judicial review issue setting aside the Unlawful Conditions and striking them from the proposed
17 contract; and/or

18 5. That a writ of mandate issue requiring Defendants and each of them to withdraw the
19 Unlawful Conditions, and to extend the present charter school contract between NVVA and the
20 SPCSA for as long as necessary to allow a reviewed and legally compliant contract to be issued by
21 the SPCSA, or in the alternative, to issue a writ of prohibition to prevent the SPCSA from
22 imposing any Unlawful Conditions, to prevent the SPCSA from terminating NVVA’s current
23 contract if a new lawful contract cannot be completed by June 30, 2019, and to prevent the SPCSA
24 from taking any actions against NVVA that are in violation of law pending further order of this
25 Court; and

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6. For such other relief that the Court deems just and proper; and
7. For reasonable attorneys' fees and costs of suit.

DATED: June 20, 2019

PROCOPIO, CORY, HARGREAVES
& SAVITCH LLP

By: 

Jeffery A. Garofalo (Bar No. 7345)
3960 Howard Hughes Pkwy, Suite 500
Las Vegas, NV 89169
Attorneys for Plaintiff,
NEVADA VIRTUAL ACADEMY

EXHIBIT “1”

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TRANSCRIPT OF TAPE-RECORDED

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PUBLIC HEARING OF THE

11

NEVADA STATE PUBLIC CHARTER SCHOOL AUTHORITY

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MAY 31, 2019

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Job Number: 555541

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1 your school.

2 Um, and, uh, if there was some problem with the
3 contract, I would expect the school to come and talk
4 to us, and not just send us a letter from their
5 attorney, and expect us to respond to that without
6 hearing from the school board.

7 Because again, it's not the attorneys that decide
8 these issues. It's the boards, the respective boards
9 that decide these issues.

10 So, uh, so that's my only frustration really with
11 folks not coming. And they don't -- certainly don't
12 have to. But it really -- it stunts the process. And
13 here's the risk now that you're facing.

14 And I need -- I think you need to take this back
15 to the decision makers on this -- is that if there is
16 no contract signed by the end of the month, then there
17 is no NVVA. Do you understand that?

18 I mean, I -- I hope you understand that. And if
19 there's no contract, that means that there's no
20 school. And if there's no school, that means we have
21 to figure out how to transition all of your middle
22 school and all of your high school to other schools by
23 next school year, and we have to do that in roughly
24 six weeks.

25 That seems like an irresponsible posture for the

1 MS. MOULTON: Mr. Chairman --

2 MR. GUINASSO: Yes, please. Member Moulton.

3 MS. MOULTON: I know that you have just explained
4 the seriousness, very seriousness of this
5 consequences. And I guess it goes back to, uh, my
6 membership on a -- on a board of a charter school.

7 And I don't know that I always realized those
8 things. And I -- I think -- I just will reiterate the
9 importance of professional development for our board
10 members. I mean, and maybe I'm wrong, maybe other
11 board members understood and realized what the
12 consequences were of not being here. But I think that
13 there's a lot of nativity [sic], being naïve, about,
14 uh, being on a board.

15 And I share that because I think that although we
16 don't have a responsibility, I -- I think that it
17 behooves us, and I know that CSAN's working hard too,
18 to make sure that board members realize what they're
19 getting into financially and -- and the risk of these
20 children.

21 I mean, there's thousands of children that are
22 now, you know, affected if -- if something happens to
23 that contract. So I just had to -- to bear those
24 feelings.

25 MR. GUINASSO: Uh, Mr. Herrick, uh, I -- I

EXHIBIT “2”

RENEWED CHARTER SCHOOL CONTRACT

between

**The Nevada State Public
Charter School Authority**

and

Nevada Virtual Academy

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RENEWED CHARTER SCHOOL CONTRACT

This agreement constitutes a Charter School Contract (the "Charter Contract") executed on this ____ day of _____ 2019 by and between the Nevada State Public Charter School Authority (the "Authority"), and Nevada Virtual Academy (the "Applicant(s)") (collectively, the "Parties") to establish and operate Nevada Virtual Academy (the "Charter School" or "NVVA"), an independent and autonomous public school authorized to operate in the State of Nevada.

RECITALS

"WHEREAS, The primary consideration of the legislature in enacting legislation to authorize charter schools is to serve the best interests of all pupils, including pupils who may be at risk; and

WHEREAS, The intention of the legislature is to provide:

1. The board of trustees of school districts with a method to experiment with providing a variety of independent public schools to the pupils of this state;
2. A framework for such experimentation;
3. A mechanism by which the results achieved by charter schools may be measured and analyzed; and
4. A procedure by which the positive results achieved by charter schools may be replicated and the negative results may be identified and eliminated; and

WHEREAS, It is further the intention of the legislature to provide teachers and other educational personnel, parents, legal guardians and other persons who are interested in the system of public education in this state the opportunity to:

1. Improve the learning of pupils and, by extension, improve the system of public education;
2. Increase the opportunities for learning and access to quality education by pupils;
3. Encourage the use of different and innovative teaching methods;
4. Establish appropriate measures for and assessments of the learning achieved by pupils who are enrolled in charter schools;

5. Provide a more thorough and efficient system of accountability of the results achieved in public education in this state; and
6. Create new professional opportunities for teachers and other educational personnel, including, without limitation, the opportunity to increase the accessibility and responsibility of teachers and other educational personnel for the program of learning offered;"

WHEREAS, The Authority is authorized by the Legislature to sponsor charter schools pursuant to NRS 388A.150; and

WHEREAS, in 2007 the Charter School and the Nevada State Board of Education entered into an agreement (the "Written Agreement") for the establishment of the School; and

WHEREAS, prior to the expiration of the Written Agreement, the Authority and the Charter School agreed to enter into a "Renewal Contract" on or about June 28, 2013; and

WHEREAS, the Renewal Contract was amended by agreement of the parties in October 2016;

WHEREAS, on or about October 15, 2018, the Charter School submitted an application for renewal of its charter contract ("2018 Charter Renewal Application"); and

WHEREAS, on November 30, 2018 the Authority approved the 2018 Charter Renewal Application as set forth in Exhibit 3 hereto, the terms of which are incorporated by reference herein and are subject to the conditions set forth in this Agreement; and

WHEREAS, the Parties intend that this Renewed Charter Contract serve as a performance contract that governs the operation of the Charter School; and

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and Charter School agree as follows:

Part I: Operation of the School

1.1 Establishment

- 1.1.1 As authorized by the Nevada Revised Statute (NRS) 388A.150, the Authority hereby authorizes the operation of the Charter School with the aforementioned conditions, and in accordance with the terms and conditions set forth in this Charter Contract.
- 1.1.2 This Charter Contract is entered into between the Charter School, its governing body (the “Charter Board”) and the Authority.

1.2 Parties

- 1.2.1 The person authorized to sign the Charter Contract on behalf of the Charter School is the President of the Charter Board (“Charter School Representative”).
- 1.2.2 The person authorized to sign on behalf of the Authority is the Chair of the Authority or, in the absence of the Chair, the Acting Chair.
- 1.2.3 The Charter School Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter School and has authority to sign this Charter Contract on behalf of the Charter School.

1.3 Term of Charter Contract

- 1.3.1 The Term of this Charter Contract shall be six (6) years.
- 1.3.2 This Charter Contract is effective upon execution, and the term of the Charter Contract begins July 1, 2019 and will terminate on June 30, 2025, unless earlier terminated as provided herein.

1.4 General

- 1.4.1 The Charter School shall not operate for profit and may be incorporated as a nonprofit corporation pursuant to the provision of chapter 82 of NRS.
- 1.4.2 The Charter School certifies that all contracts obligating the Charter School have been and will be undertaken by the Charter School in accordance with NRS 388A.095.
- 1.4.3 The Charter School and its Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authority policies applicable to charter schools.
- 1.4.4 The Charter School shall be deemed a public school subject to all applicable provisions of local, state and federal law and regulation, specifically including but not limited to health and safety, civil rights, student assessment and assessment administration, data collection, reporting, grading, and remediation requirements, except to the extent such provisions are inapplicable to charter schools.
- 1.4.5 The Charter School is considered a school of the Local Education Agency pursuant to NRS 388A.159.

1.5 Charter School Governing Body

- 1.5.1 The Charter School shall be governed by the Charter Board, and deemed a public body, in a manner that is consistent with the terms of this Charter Contract so long as such provisions are in accordance with applicable state, federal, and local law and regulation. (NRS 388A.320)
- 1.5.2 The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the Charter School, and the fulfillment of the Charter Contract.
- 1.5.3 The Charter Board shall be the final authority in matters affecting the Charter School, including but not limited to staffing, job titles, employee salary and benefits, financial accountability and curriculum.
- 1.5.4 The Charter Board shall act in accordance with and is subject to the Nevada Open Meeting Law, Public Records Law, and Nevada Local Government Purchasing laws (NRS 332.039-.148)
- 1.5.5 The Charter Board shall have authority for and be responsible for policy and operational decisions of the Charter School. The Charter Board shall govern the Charter School pursuant to the following terms and conditions:
 - 1.5.5.1 Articles of Incorporation and Bylaws. The articles of incorporation, if applicable, and bylaws of the Charter Board shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law, regulation and this Charter Contract. The articles of incorporation, if applicable, are set forth in Exhibit #2 (initially or as amended, the “Articles of Incorporation”) and incorporated herein by reference. The Charter School shall notify the sponsor of changes to the bylaws or Articles of Incorporation.
 - 1.5.5.2 Composition. The composition of the Charter Board shall at all times be determined by and consistent with the articles of incorporation, if applicable, and bylaws and all applicable law and regulation. The complete roster of the Charter Board and each member’s affidavit, resume, and Request for Information shall be maintained in the Authority’s established document library (AOIS). The Charter Board shall notify the Authority of any changes to the Board Roster and submit an amended Board Roster to the documents library within ten (10) business days of their taking effect. The Parties agree that a material term of this Renewed Charter Contract is substantial compliance with all statutes and regulations related to or regarding Charter Board composition and compliance. Should the Authority have any concerns regarding the Composition of the Charter Board, they shall notify the Charter Board in writing of the same and the Charter Board shall have 90 days to address the concern and cure any identified defect.
 - 1.5.5.3 Affiliation. Notwithstanding any provision to the contrary in the Charter

Contract, the Articles of Incorporation, if applicable, or the bylaws, in no event shall the Charter Board, at any time, include more than two directors, officers, employees, agents or other affiliates of any single entity, with the exception of the Charter School itself, regardless of whether said entity is affiliated or otherwise partnered with the Charter School. (NAC 388A.525(3))

1.5.5.4 Conflicts of Interest. The Charter Board shall adopt a Conflicts of Interest Policy (the “Conflicts of Interest Policy”), including provisions related to nepotism and consistent with this section and applicable law by December 1, 2013. The Charter Board shall, at all times, comply with the provisions of the Conflicts of Interest Policy. The adopted and approved Conflicts of Interest Policy shall be maintained in the Authority’s established document library (EPICENTER). Any modification of the Conflicts of Interest Policy must be submitted to the Authority within five (5) days of approval by the Charter Board.

1.5.5.5 Non-Commingleing. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authority.

1.6 Location

1.6.1 The Charter School shall provide educational services, including, without limitation, delivery of instruction or conduct operations at the following location(s):

4801 South Sandhill Road, Las Vegas, Nevada, 89121

1.7 Facilities

1.7.1 The building(s) in which the Charter School is to be located shall be known as the Charter School Facilities (the “Facilities”).

1.7.2 The Authority or its designee may, at the Authority’s discretion, conduct health and safety inspections of the Facilities.

1.7.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public charter schools.

1.7.4 The Charter School’s relocation to different Facilities shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change

requested in the amendment until the amendment is approved, in writing, by the Authority, approval which will not be unreasonably withheld.

- 1.7.5 In the event that legally viable Facilities and/or necessary certificates and permits are not in place, the Charter School may not provide instruction at the Facilities or otherwise admit pupils into the Facilities. In such event, the Authority reserves the right to enforce any of the consequences for failure to act in accordance with the material terms and conditions of this Charter Contract.

1.8 Charter School Independence

- 1.8.1 Neither the Authority nor the board of trustees of the local school district in which the Charter School is located may assign any pupil who is enrolled in a public school or any employee who is employed in a public school to the Charter School. Neither the Authority nor the local school district in which the Charter School is located may interfere with the operation and management of the Charter School except as authorized by NRS 388A.010 *et seq.*, inclusive, and any other statute or regulation applicable to the Charter School or its officers or employees.
- 1.8.2 The Charter School will be subject to review of its operations and finances by the Authority, including related records, when the Authority, in its sole discretion, deems such review necessary.

Part 2: School Operations

2.1 Open Meetings and Public Records

- 2.1.1 The Charter School shall maintain and implement policies and procedures to ensure that it complies with all applicable laws and regulations relating to public meetings and records.

2.2 Mission Statement

- 2.2.1 The Charter School's mission statement (initially or as amended, the "Mission Statement") shall be as presented in the approved 2018 Charter Renewal Application appearing in Exhibit #3 and incorporated by reference herein. Any change to the Mission Statement shall be a material amendment to this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

2.3 Age; Grade Range; Number of Students

- 2.3.1 The Charter School shall provide instruction to pupils in grades 6 through 12.
- 2.3.2 The Charter School may modify the number of students in any particular grade, and number of students within a class, to accommodate staffing exigencies and attrition patterns provided such modifications are consistent with this Charter Contract.
- 2.3.3 The number of students in each grade shall not exceed the following:

Middle School:

6th Grade: 260 students

7th Grade: 260 students

8th Grade: 260 students

Total middle school enrollment: 780 students

High School:

9th Grade: 260 students

10th Grade: 260 students

11th Grade: 260 students

12th Grade: 230 students

Total high school enrollment: 1010 students

Total enrollment: 1790 students

2.3.4 The Charter School may exceed the number of students set forth in section 2.3.3 of this Renewed Charter Contract upon the following terms and conditions:

2.3.4.1 Middle School: The Charter School may increase the enrollment in grades 6 through 8 by 10% in each grade level in the event that grade levels 6 through 8 show an annual increase over a consecutive three-year period of 10% in ELA proficiency and an 18% increase in Math proficiency as measured by the NSPF.

2.3.4.2 High School: The Charter School may increase the enrollment in grades 9 through 12 by 10% in each grade level in the event that the Charter School's high school receives an adjusted index score of 50 index points or greater pursuant to the NSPF for three consecutive years. For purpose of this section as it relates to the Charter School's high school, the NSPF ratings for the 2017-2018 school year shall be counted as the first of the three required consecutive school years. If the high school drops below an adjusted index score below 50 points, the consecutive year count resets back to zero. Furthermore, should the NVVA high school program earn less than 50 adjusted index score points according to the NSPF, the Authority will work with the NVVA Board to determine the appropriate and reasonable measures and thresholds to determine if and when the school warrants expansion, consistent with this subsection.¹

Non-discrimination

¹ Any references herein to "Adjusted Index Score" shall apply equally to any raw index score or total index score in the event that NVVA does not receive any adjustments to its index score under the NSPF.

2.3.5 The Charter School shall not discriminate against any student, employee or other person on the basis of race, color, creed, ethnicity, national origin, gender, marital status, religion, ancestry, disability, need for special education services, income level, athletic ability, proficiency in the English language or any other grounds that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.

2.4 Student Recruitment, Enrollment and Attendance

2.4.1 The Charter School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, need for special education services or status as credit-deficient. In no event may the Charter School limit admission based on race, ethnicity, national origin, gender, disability, income level, athletic ability, status as credit-deficient or proficiency in the English language, except as authorized by NRS 388A.453(9).

2.4.2 The Charter School shall adopt and adhere to a Truancy and Absence Policy pursuant to NAC 388A.160(5).

2.4.3 If there are more applications to enroll in the charter school than there are spaces available in each grade level, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public.

2.4.4 Pursuant to NRS 388A.453, Charter School may give enrollment preference based upon criteria established in law and regulation. Should state laws or regulations be amended to alter the nature or application of enrollment preferences, Charter School shall comply therewith upon the effective date of the changes. Before the Charter School enrolls pupils, who are eligible for enrollment, the Charter School may enroll a child who:

2.4.4.1 Is a sibling of a pupil currently enrolled;

2.4.4.2 Was enrolled in a tuition-free prekindergarten program at the Charter School or affiliated program with the Charter School;

2.4.4.3 Is a child of a person who is:

2.4.4.3.1 Employed by the Charter School;

2.4.4.3.2 A member of the Committee to Form the Charter School; or

2.4.4.3.3 A member of the Charter Board;

2.4.4.4 Is in a particular category of at-risk and the child meets the eligibility requirements prescribed by the Charter School for that particular category; or

2.4.4.5 Resides within the school district and within two (2) miles of the Charter School if the Charter School is located in an area that the Authority determines includes a high percentage of children who are at-risk.

2.5 Tuition, Fees and Volunteer Requirements

- 2.5.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment. The Charter School may not impose any fees that a school district would be prohibited by applicable law or regulation from imposing.
- 2.5.2 Nothing in this section shall be interpreted to prohibit the Charter School from imposing fees that a school district would be permitted to impose.
- 2.5.3 Any requirement that a parent commit a number of volunteer hours shall be prohibited unless such a requirement considers individual family circumstances and allows for a waiver of volunteer hours.

2.6 School Calendar; Hours of Operation

- 2.6.1 The Charter School shall adopt a school calendar with an instructional program to provide annually at least as many days of instruction as are required of other public schools located in the same school district as the Charter School is located, unless written approval from the Superintendent of Public Instruction provides for a waiver of this requirement. (NRS 388A.366)

2.7 Student Conduct and Discipline

- 2.7.1 The Charter School shall adopt and adhere to a student discipline policy (the "Discipline Policy") pursuant to NRS 388A.495 and regulation. The Charter School may not remove, withdraw, suspend or expel a pupil against a parent's wishes for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655 – 392.4675 or other applicable statute or regulation. Nothing in this provision precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable law and regulation.

2.8 Service Agreements, Contracts, Facility Lease or Purchase

- 2.8.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into a contract or other agreement related to the operation of the school. The Charter School shall include in any agreement or contract entered into that the provisions of any such agreement are enforceable only to the extent they are compliant with applicable law and regulation. The Charter Board is responsible for ensuring that all contracts or other agreements are compliant with existing law and regulation.
- 2.8.2 The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Authority, or the Department of Education.

2.9 Contracts with an Educational Management Organization (EMO)

- 2.9.1 The provisions appearing under 2.9 apply to contracts with an EMO.
- 2.9.2 Should the Charter School intend to enter into an agreement with an EMO as defined by NRS 388A.030, the following provisions shall apply:

- 2.9.2.1 The Charter School shall comply with all Authority requests for information about the EMO that are reasonably related to the Authority's duty to ensure that the Charter School is in compliance with all provisions of this Charter Contract and NRS 388A.393; and NAC 388A.570, 388A.580, 388A.585, 388A.160, and 388A.175 or other applicable statute and regulation.
 - 2.9.2.2 In no event shall the Charter Board delegate or assign its responsibility for fulfilling the terms of this Charter Contract.
 - 2.9.2.3 Any management contract entered into by Charter School shall include an indemnification provision for the Charter School as follows: "The management company shall indemnify, save and hold harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, 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 management company on the premises of the Charter School, or from conduct committed by the management company's employees, officers, directors, subcontractors, or agents, during the term of this 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."
 - 2.9.2.4 Should the Charter School propose to enter into a contract with an EMO, the Charter School agrees to submit all information requested by Authority regarding the management arrangement, including a copy of the proposed contract and a description of the EMO, with identification of its principals and their backgrounds. Entering into a contract with an EMO when an EMO was not previously engaged, terminating a contract with an existing EMO, or replacing an existing EMO with another EMO is considered a material amendment of the Charter Contract and the Charter School shall not enter into or terminate such contracts without written Authority approval.
 - 2.9.2.5 Renewal or renegotiation of an existing contract with an EMO requires the Charter School to notify the sponsor, only, and is not considered a material amendment.
- 2.10 Employment Matters**
- 2.10.1 All employees of the Charter School shall be deemed public employees.
 - 2.10.2 The Charter School agrees to comply with the provisions of NRS 388A.533

- regarding employment status and NRS 388A.518 regarding teacher licensure.
- 2.10.3 Neither the Charter School, nor its employees, agents, nor contractors are employees or agents of the Authority; nor are either the Authority or its employees, agents, or contractors, employees or agents of the Charter School. None of the provisions of this Charter Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Charter Contract.
- 2.10.4 The Charter School shall have ultimate responsibility for employment, management, dismissal and discipline of its employees, including key personnel employed by an EMO. The Charter School will establish and implement its own dispute resolution process for employment matters.
- 2.10.5 The Charter School may not employ instructional personnel whose certificate or license to teach has been revoked or is currently suspended by the state board of education in this state or another state. (NRS 388A.524)
- 2.10.6 An employee of a charter school is eligible for all benefits for which the employee would be eligible for employment in a public school, including, without limitation, participation in the Public Employees Retirement System in a manner consistent with NRS 388A.533.
- 2.10.7 The Charter School shall conduct criminal background checks and act in accordance with NRS 388A.515.
- 2.10.8 The Charter School shall maintain employee files as identified in the Operations Manual, which are subject to audit by the Authority or other appropriate entity.
- 2.10.9 If the Charter School receives Title I funding, it must ensure that 100% of teachers in core academic subjects are Highly Qualified (as defined in the Elementary and Secondary Education Act) or are working pursuant to a plan to achieve Highly Qualified status.
- 2.11 **Student Health, Welfare and Safety**
- 2.11.1 The Charter School shall comply with all applicable federal and state laws and regulations concerning student health, welfare, and safety, including but not limited to state laws regarding the reporting of child abuse, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.
- 2.12 **Transportation**
- 2.12.1 The termination or change of transportation shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

Part 3: Educational Program

3.1 Design Elements

- 3.1.1 The Charter School shall have control over and responsibility for delivery of the educational program and for attainment of the performance standards as set forth in the charter school performance framework (the “Charter School Performance Framework”) Exhibit #1 incorporated herein. The Charter School shall have discretion to modify, amend, adapt, and otherwise change the educational program as it deems necessary to achieve the performance standards so long as such changes are consistent with the Charter Application and the Charter Contract.
- 3.1.2 In determining whether or not the Charter School complies with the essential terms of the educational program, the Authority will use the 2018 Charter Renewal Application as the basis to assess fidelity.

3.2 Curriculum

- 3.2.1 The Charter School’s educational program shall meet or exceed Nevada’s content standards.

3.3 Student Assessment

- 3.3.1 The Charter School shall be subject to and comply with all requirements related to the state assessment and accountability system for public schools.
- 3.3.2 Nothing in this section prohibits the Charter School or the Authority from assessing student learning outside of and in addition to the state’s testing program.
- 3.3.3 Educational program matters not specifically identified in this Charter Contract shall remain within the Charter School’s authority and discretion.

3.4 Special Education

- 3.4.1 The Authority is the “local education agency” (“LEA”) for purposes of compliance with the Individuals with Disabilities Education Act (“IDEA”).
- 3.4.2 The Charter School shall provide services and accommodations to students with disabilities as set forth in the Charter Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 *et seq.*) (the “IDEA”), the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) (the “ADA”), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to enrolled students with disabilities in accordance with the individualized education program (“IEP”) prescribed by a student’s IEP team. The Charter School shall comply with all applicable requirements of state law and regulation concerning the provision of services to students with disabilities.
- 3.4.3 An annual Memorandum of Understanding which defines the rights and responsibilities of the Charter School acting as a school of the LEA and the

Authority acting as LEA will be annually updated and disseminated by the Authority and signed by the Parties.

- 3.4.4 The Charter School shall maintain a special education reserve as a financial reserve or demonstrate, to the Authority's satisfaction, that the Charter School carries an insurance policy with sufficient coverage to ensure compliance with the indemnification and financial obligations of the Charter School. Such reserve or insurance product shall not in any way limit the Charter School's obligation in the event the special education reserve or insurance product is insufficient to fully pay costs incurred in connection with any claim or claims, and the Charter School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The Charter School shall keep any special education reserve separate from and not utilize it to satisfy any other requirements applicable to the Charter School. Any special education reserve shall be maintained in a separate bank account and shall be equal to \$25,000 plus the interest that has been earned in this account to date. The Charter School shall fully fund any reserve account by the end of its fifth year of operation and contribute to it in a manner that can reasonably be expected to reach this goal. If money is withdrawn from the reserve account, unless otherwise agreed to in writing by the Authority, the Charter School shall be required to replace all sums withdrawn by the end of the subsequent fiscal year.

3.5 **English Language Learners**

- 3.5.1 The Charter School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The Charter School shall adhere to policies and procedures for identifying, assessing and exiting English language learners, consistent with all applicable laws and regulations. The Authority and the Charter School will work to assure compliance with any and all requirements of the state and federal law regarding services to English language learners.

Part 4: Charter School Finance

4.1 **Financial Management**

- 4.1.1 The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. The Charter School shall operate on a fiscal year that begins July 1 and ends June 30.
- 4.1.2 At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls, including without limitation: (1) commonly accepted accounting practices and the capacity to implement them; (2) a bank account maintained within this State; (3) adequate payroll

procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with applicable federal and state law.

- 4.1.3 The Charter School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit will be provided to the Authority in written form in accordance with the date established by law and regulation and identified in the Reporting Requirements Manual. The Charter School shall pay for the audit.
- 4.1.4 The Charter School shall prepare quarterly financial reports for the Authority in compliance with this Charter Contract. Such reports shall be submitted to the Authority no later than fifteen (15) days following the end of each quarter, as defined in the Reporting Requirements Manual.
- 4.1.5 The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the Nevada Department of Education (the "Department") and/or Authority and to make such records available upon request.
- 4.1.6 The Charter School shall use and follow the chart of accounts and any grant codes as defined by the Department in the Nevada Common Elements for Accounting and Reporting K-12 Educational Finances.
- 4.1.7 The Charter School shall assure that all financial records for the school are maintained, posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.
- 4.1.8 The Charter School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School's budget.
- 4.1.9 Pursuant to NAC 387.770, the Charter School shall maintain a complete and current inventory of all school property and shall perform a physical inventory annually. Any asset acquired by the Charter School is the property of the Charter School for the duration of the Charter Contract and any subsequent renewals. The Charter School shall take reasonable precautions to safeguard assets acquired with public funds. The Charter School shall manage all assets consistent with the requirements of applicable law and regulation, including without limitation NAC 387.335, 387.342 and 387.360; and NRS 388A.306.
- 4.1.10 If the Charter School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public

assets.

- 4.1.11 Except as may be expressly provided in this Charter Contract, as set forth in any subsequent written agreement between the Charter School and the Authority pursuant to NRS 388A.381, or as may be required by law, neither the Charter School nor the Authority shall be entitled to the use of or access to the services, supplies, or facilities of the other. Any service agreements between the Authority and the Charter School shall be subject to all terms and conditions of this Charter Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this contract or set forth in any subsequent written agreement between the Charter School and the Authority or required by law, shall not be a condition of the approval or continuation of this contract.
- 4.1.12 The Charter School shall comply with other requirements as may be imposed through state law or regulation, from time to time, on charter school finances, budgeting, accounting, and expenditures, provided that the Authority shall provide technical assistance regarding material changes to state law and regulation, and the Parties will collaborate to assure that they each remain reasonably current on the impact of any modifications on charter schools. The Parties agree that the Charter School retains primary responsibility for compliance with state law and regulation.
- 4.1.13 The Charter School is solely responsible for all debt it incurs, and the Authority shall not be contractually bound on the Charter School's account to any third party. A statement to this effect shall be a provision of any and all contracts entered into by the Charter School.

4.2 **Budget**

- 4.2.1 In accordance with law and regulation and as identified in the Reporting Requirements Manual, the Charter School shall submit to the Department and the Authority the school's tentative budget for the upcoming fiscal year and the Charter School shall submit to the Department and the Authority the school's final budget for the upcoming fiscal year. The budget shall:
 - 4.2.1.1 Be presented on forms prescribed by the Nevada Department of Taxation; and
 - 4.2.1.2 Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues plus beginning fund balances.

4.3 **Charter School Funding**

- 4.3.1 Charter School shall receive, directly from the Department, state and local aid in an amount equal to its weighted count of enrollment multiplied by the per pupil Distributive School Account amount for the county of residence of each student plus the per pupil Outside Revenue amount for that county. The count of pupils for calculating the basic support for distribution to a charter school is the "Average daily enrollment" as defined by NRS 387.1211.

- 4.3.2 The Charter School shall maintain and transmit all necessary student information in the format prescribed by the Department to evidence enrollment and attendance of students for purposes of receiving state aid. The Charter School will receive state payment from the Distributive School Account directly from the Department, based on "Average daily enrollment" as defined by NRS 387.1211..
- 4.3.3 The Charter School shall receive state aid payments quarterly unless the quarterly payments exceed \$500,000 at which time the Department will pay state aid in monthly installments directly to the Charter School.
- 4.3.4 All state aid payments to the Charter School are subject to correction pending the outcome of the Department's annual Pupil Enrollment and Attendance Audit.
- 4.4 **Authority Funding**
 - 4.4.1 The yearly sponsorship fee to be paid by the Charter School to the Authority must be in an amount of money not to exceed two (2) percent but at least one (1) percent of the total amount of money apportioned to the Charter School during the school year pursuant to NRS 387.124. (NRS 388A.411)
 - 4.4.2 The Authority shall notify the Charter School in February of the fee anticipated to be charged pursuant to NRS 388A.411 in the following fiscal year.

Part 5: Insurance and Legal Liabilities

5.1 Insurance

- 5.1.1 The Charter School shall provide and maintain, at its sole expense without reimbursement, adequate insurance, pursuant to NAC 388A.190, necessary for the operation of the school, including but not limited to, property insurance, general liability insurance, workers' compensation insurance, unemployment compensation insurance, motor vehicle insurance, and errors and omissions insurance covering the Charter School and its employees. Should the State legislature or State Board of Education change the amount and/or type of insurance coverage required, the Charter School shall take necessary steps to ensure compliance with the law or regulation within thirty (30) days of receiving notice by the Authority of such change. The Authority shall be named as additional insured under all insurance policies identified under NAC 388A.190.

5.2 Liability

- 5.2.1 As required by NRS 388A.366, the Charter School agrees that the Authority is not liable for the acts or omissions of the Charter School, its officers, agents, or employees. The Charter School agrees to defend, indemnify, and hold the Authority, its agents and employees, harmless from all liability, claims and demands on account of contract, injury, sickness, disease, death,

property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the Charter School's operations.

- 5.2.2 If the Charter School files a voluntary petition for bankruptcy or is declared bankrupt during a school year, neither the State of Nevada nor the Authority may be held liable for any claims resulting from the bankruptcy pursuant to NRS 388A.423.

Part 6: Transparency and Accountability

6.1 Charter School Reporting

- 6.1.1 The Authority shall provide the Charter School with a Reporting Requirements Manual on or before the commencement of the contract year and updated at least annually. The Authority shall endeavor to make the Reporting Requirements Manual as complete as possible. The Charter School shall be responsible for submitting timely and complete reports in accordance with the Reporting Requirements Manual.
- 6.1.2 The Authority shall provide the Charter School with an Operations Manual on or before the commencement of the contract year and updated at least annually.

6.2 Additional Reporting

- 6.2.1 The Charter School shall be responsible for additional reporting as required for compliance with state law and regulation, federal requirements, and other applicable external reporting requirements.
- 6.2.2 The Charter School shall also be responsible for the following additional reporting:
 - 6.2.2.1 Quarterly reports to the Authority in regard to the middle school until the middle school earns at least 50 adjusted index score points according to the NSPF and/or earns 3-star status. The Parties shall agree to a mutually-agreeable form and format for such quarterly reports. Should the high school earn a rating pursuant to the NSPF that is below 50 adjusted index score points and/or fail to earn 3-star status, quarterly updates to the SPCSA Board would also be required; and
 - 6.2.2.2 Attendance and course completion updates each quarter as applicable to the middle school and high school based on the qualifications listed in the previous condition and the Authority may, at its option schedule on a quarterly basis a visit to NVVA to discuss and view the aforementioned attendance and course completion data.

6.3 Authority Reporting

- 6.3.1 The Authority shall produce and make available reports to the Charter School in a manner consistent with the Reporting Requirements Manual.

Part 7: Oversight

7.1 Authority

- 7.1.1 Pursuant to NRS 388A.150, the Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Charter Contract, the Charter Application, and applicable law and regulation. The Authority's oversight of the Charter School shall include, but not be limited to, the following activities:
 - 7.1.1.1 Oversight, intervention, termination, renewal, and closure processes and procedures for the Charter School;
 - 7.1.1.2 Reviewing the performance and compliance of the Charter School within the terms of this Charter Contract and applicable laws, policies and regulations;
 - 7.1.1.3 Ensuring the Charter School's compliance with reporting requirements;
 - 7.1.1.4 Monitoring the educational, legal, fiscal, and organizational condition of the Charter School;
 - 7.1.1.5 Providing guidance to the Charter School on compliance and other operational matters, and

7.2 Inspection

- 7.2.1 All records established and maintained in accordance with the provisions of this Charter Contract, applicable policies and/or regulations, and federal and state law shall be open to inspection by the Authority and other applicable agencies, entities, or individuals within a reasonable period of time after request is made.

7.3 Site Visits

- 7.3.1 The Authority shall visit the Charter School at least once as a component of the Mid-Term evaluation as defined in the Charter School Performance Framework. Authority may, at its discretion, conduct formal, targeted school visits. Such site visits may include any activities reasonably related to fulfillment of its oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter School; and interviews of school and other stakeholders.

7.4 Notification

- 7.4.1 The Charter School shall notify the Authority immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter Contract or the Charter Application. Such notification shall not be construed as relief from the Charter School's responsibility to correct such conditions.
- 7.4.2 The Charter School shall notify the Authority immediately of any circumstances requiring the closure of the Charter School, including but not limited to natural disaster, other extraordinary emergency, or destruction of or damage to the school facility.

- 7.4.3 The Charter School shall immediately notify the Authority of the arrest or charge of any members of the Charter Board or any Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter Board or any Charter School employee for child abuse.
- 7.4.4 The Charter School shall notify the Authority immediately of any change to its corporate legal status.
- 7.4.5 The Charter School shall notify the Authority immediately of any default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 7.4.6 The Charter School shall notify the Authority immediately if at any time the Charter School receives notice or is informed that the Charter School or the Authority are parties to a legal suit.

7.5 **Intervention**

- 7.5.1 Consistent with any oversight practices set out in the Charter School Performance Framework, the Authority shall follow a progressive system of notification and calls for corrective action on the part of the Charter School.
- 7.5.2 Notwithstanding the foregoing, the Authority and the Charter School agree the Charter School's middle school shall cease operations at the end of the school year that the NSPF ratings are released if the Charter School's middle school does not earn an index score of 50 index points or greater for two consecutive years. Given that the Charter School's middle school earned an index score of less than 50 index points pursuant to the NSPF for the 2017-2018 school year, a rating of less than 50 index points for the Charter School's middle school for the 2018-2019 school year shall result in the Charter School's middle school ceasing operations at the end of the 2019-2020 school year.
- 7.5.3 Notwithstanding the foregoing, the Authority and the Charter School agree the Charter School's high school shall cease operations at the end of the school year that the NSPF ratings are released if the Charter School's high school does not earn an index score of 50 index points or greater for two consecutive years. Given that the Charter School's high school earned an index score above 50 index points pursuant to the NSPF for the 2017-2018 school year, two consecutive years of ratings pursuant to the NSPF of less than 50 index points for the Charter School's high school, beginning with the 2018-2019 school year, shall result in the Charter School's high school ceasing operation no sooner than the end of the 2020-2021 school year.
- 7.5.4 Notwithstanding the foregoing, nothing contained herein, including the provisions of Sections 7.5.2 and 7.5.3 constitutes a waiver of the Charter School's right or ability to contest the Authority's reliance on NSPF data

prior to the 2015-2016 school year.

- 7.5.5 Any complaints or concerns received by the Authority about the Charter School or its operation including but not limited to complaints filed with the Office for Civil Rights, the Nevada Attorney General's Office, and Equal Employment Opportunity Commission, shall be forwarded promptly by the Authority to the Charter School.
- 7.5.6 The Charter School shall promptly forward to the Authority any formal complaints or concerns received by the Charter School filed with or from the Office for Civil Rights, the Nevada Attorney General's Office, Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the Charter Board. Such forwarding of complaints or concerns shall not relieve Charter School of the responsibility of resolving the complaints or concerns.
- 7.5.7 The Charter School shall indemnify the Authority for any costs, attorney fees, and/or financial penalties imposed on the Authority by state and/or federal authorities due to actions or omissions of the Charter School relative to regulatory compliance.
- 7.5.8 To the extent that concerns or complaints received by the Authority about the Charter School may trigger Authority intervention, including termination or non-renewal of the Charter Contract, the Authority may monitor the Charter School's handling of such concerns or complaints. In such cases, the Authority may request and the Charter School shall provide information regarding the Charter School's actions in responding to those concerns or complaints.

Part 8: Termination and Default Termination

Termination

- 8.1.1 As provided by law, this Charter Contract may at any time be terminated by the Authority before its expiration upon determination and majority vote of the Authority that the Charter School, its officers or its employees:
 - 8.1.1.1 Committed a material breach of the terms and conditions of the Charter Contract;
 - 8.1.1.2 Failed to comply with generally accepted standards of fiscal management;
 - 8.1.1.3 Failed to comply with the provisions of NRS 388A.555 *et seq.*, inclusive, or any other statute or regulation applicable to charter et; or
 - 8.1.1.4 Persistently underperformed, as measured by the performance indicators, measures and metrics set forth in the Charter School Performance Framework for the Charter School.
- 8.1.2 The Charter Contract may be terminated by the Authority if the Charter School has filed for a voluntary petition of bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the

Charter School cannot continue to operate.

- 8.1.3 The Charter Contract may be terminated by the Authority if the Authority determines that termination is necessary to protect the health and safety of the pupils who are enrolled in the Charter School or persons who are employed by the Charter School from jeopardy, or to prevent damage to or loss of property of the school district or the community in which the Charter School is located.

- 8.1.4 In any instance of termination, the Authority shall provide to the Charter School written notice of termination, which notice shall include its findings and reasons for such action and adhere to the process outlined in NRS 388A.300 *et seq.*

8.2 **Default Termination**

- 8.2.1 The Authority shall terminate the Charter Contract if the school receives three consecutive annual ratings established as the lowest rating possible indicating underperformance of a public school, as determined by the Department pursuant to the statewide system of accountability for public schools.

8.3 **Other Remedies**

- 8.3.1 The Authority may impose other appropriate remedies for breach including, but not limited to, a required corrective action plan.

Part 9: Closure

9.1 **Closure**

- 9.1.1 See Section 7.5.2, *supra*, regarding closure of the Charter schools' middle and/or high school upon certain conditions.
- 9.1.2 In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, termination, or voluntary surrender of the Charter Contract, the Charter School shall cooperate fully with the Authority to ensure the orderly closure of the Charter School in a manner consistent with state law and regulation (NRS 388A.306), including, but not limited to:
 - 9.1.1.1 Securing student records; assisting students with their enrollment in other schools; financial responsibilities and preserving financial records.

Part 10: Dispute Resolution

10.1 **Dispute Resolution**

- 10.1.1 Parties agree to implement the following dispute resolution plan in good faith:

For purposes of this section, a "dispute" is a disagreement over a non-material matter concerning the operation of the charter school. In the event a dispute arises between the Charter School and the Authority or its staff, the charter school shall submit, in writing, a statement outlining its complaint and proposed resolution to the Director of the Authority or

his/her designee for review. The Director will respond to the complaint and proposed resolution, in writing, within thirty (30) calendar days outlining whether or not he/she agrees with the complaint and whether he/she accepts the proposed resolution or offers an alternative resolution to the complaint. If the charter school is not satisfied with the response from the Director, it may request, in writing, a review by the President of the Authority. The President of the Authority will respond, in writing, within fifteen (15) calendar days stating whether or not he/she agrees with the complaint and if so, whether he/she agrees with the proposed resolution, or proposing an alternative resolution to the charter school. In the event these representatives are unable to resolve the dispute informally, pursuant to this procedure, the complaint and proposed resolution will be submitted to the Authority at the next available meeting for its consideration. The Authority will decide whether or not it agrees with the complaint or any proposed resolution. Any decision by the Authority is final.

Part 11: School Performance Standards and Review

11.1 Performance Standards

11.1.1 The Charter School Performance Framework is composed of indicators, measures, metrics, targets, and ratings to measure the academic, financial, organizational and mission specific, if applicable, performance of the Charter School. Pursuant to NRS 388A.270, the performance framework is incorporated into this Charter Contract as set forth in the Charter School Performance Framework in Exhibit #1.

11.1.1.1 The Authority may, upon request for a material amendment from the Charter Board, include additional rigorous, valid and reliable performance indicators that are specific to the Mission of the Charter School and complementary to the existing measures.

11.1.1.2 The Charter School Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the approved Charter Application and not explicitly incorporated into the Charter School Performance Framework. The specific terms, form and requirements of the Charter School Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authority and will be binding on the Charter School.

11.1.2 According to the Charter School Performance Framework, the Charter School shall annually:

11.1.2.1 Meet or exceed standards on the academic indicators;

11.1.2.2 Demonstrate financial sustainability through meeting standards on the financial indicators;

11.1.2.3 Operate in compliance with the terms and conditions of this Charter Contract; and

- 11.1.2.4 If applicable, demonstrate sound performance on mission specific indicators.

11.2 Review

- 11.2.1 The Authority shall monitor and periodically report on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Charter School Performance Framework. Such reporting shall take place at least annually.
- 11.2.2 The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Charter School Performance Framework shall provide the basis upon which the Authority will decide whether to renew the Charter Contract at the end of the term.
- 11.2.3 The Parties intend that, where this Charter Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments, if said federal or state law requires application of the new law to occur mid-contract. The specific terms, form and requirements of the Charter School Performance Framework may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Charter School Performance Framework as initially established in the Charter Contract.

Part 12: Contract Construction

12.1 Entire Charter Contract

- 12.1.1 The Parties intend this Charter Contract, including all exhibits hereto, to represent a final and complete expression of their agreement, which shall be considered the Charter Contract. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter Contract may be approved from time to time hereafter.

12.2 Authority

- 12.2.1 The individual officers, agents and employees of the Parties do hereby individually represent and warrant that they have full power and lawful authority to execute this Charter Contract.

12.3 Notice

- 12.3.1 Any notice required, or permitted, under this Charter Contract shall be in writing and shall be effective upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when

sent by certified mail, postage prepaid to the following:

In the case of State Public Charter School Authority:

Executive Director
1749 N. Stewart St, Suite 40
Carson City, NV 89706

In the case of Charter School:

NVVA Board President
4801 South Sandhill Road
Las Vegas, Nevada, 89121

With copy to:
Kara B. Hendricks
10845 Griffith Peak Dr., Ste. 600
Las Vegas, NV 89135

12.4 Waiver

12.4.1 The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or taken to constitute a waiver of any succeeding or other breach.

12.5 Non-Assignment

12.5.1 Neither party to this Charter Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Charter Contract unless the other party agrees in writing to any such assignment.

12.6 Applicable Law

12.6.1 This Charter Contract shall be governed by and construed in accordance with the laws of the State of Nevada, including all requirements imposed by regulation and Authority policy, and all applicable federal laws of the United States.

12.6.2 The Parties intend that, where this Charter Contract references federal or state laws, they be bound by any amendments to such laws upon the effective date of such amendments if said federal or state law requires application of the new law to occur mid-contract.

12.7 Material Amendments

12.7.1 Material amendments require Authority approval. Pursuant to NRS 388A.276 and NRS 3881.279 any material amendment to this Charter Contract will be effective only if approved in writing by the Authority. The

proposed amendment must be submitted in a manner consistent with applicable law and regulation and defined in the Operations Manual. A material amendment shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Changes in operation that are considered material and require the Charter School to obtain an amendment to this Charter Contract include, but are not limited to, the following:

- 12.7.1.1 Change in the Charter School's location (change of site and/or adding or deleting sites) (see 1.7.4);
 - 12.7.1.2 Changes to the Mission Statement (see 2.2.1);
 - 12.7.1.3 Elimination of a grade level served or expansion to serve a grade level not served (see 2.3.3);
 - 12.7.1.4 10% annual increase or decrease in total enrollment pursuant to 2.3.3 of this Charter Contract;
 - 12.7.1.5 Changes to the name of the Charter School;
 - 12.7.1.6 Entering into a contract with an Educational Management Organization or terminating a contract with an Educational Management Organization pursuant to 2.10.2.4 of this Charter Contract;
 - 12.7.1.7 Changes to the Mission Specific indicators (see 11.1.1.1);
 - 12.7.1.8 Changes to pupil transportation plans (see 2.13.2).
- 12.8 Non-Material Change - Notification Required**
- 12.8.1 Changes to this Charter Contract listed below do not require amendment as described in NRS 388A.276 and NRS 388A.279; rather, such changes shall be accomplished through written notification. Changes requiring notification include, but are not limited to:
- 12.8.1.1 Mailing address, phone and fax number of the Charter School;
 - 12.8.1.2 Changes in the lead administrator of the Charter School;
 - 12.8.1.3 Changes in the composition of the Charter Board (see 1.5.5.2);
 - 12.8.1.4 Changes to the Bylaws and/or Articles of Incorporation (see 1.5.5.1);
- and
- 12.9 Other Changes – Determination as Material or Non-Material, Requiring Notification or Not.**
- 12.9.1 The Charter School may, from time to time, contemplate a change to the Charter School that is not identified within this Charter Contract as a Material Amendment or as a Non-Material Change that requires notification. In such an event, the Charter School is obligated to request, in writing, the determination of the Authority as to whether or not such a change requires a Material Amendment (12.7) or Notification (12.8).
- 12.10 Severability**
- 12.10.1 The provisions of this Charter Contract are severable. Any term or

condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Charter Contract shall remain in effect unless otherwise terminated by one or both of the Parties.

12.11 Third Parties

12.11.1 This Charter Contract shall not create any rights in any third parties who have not entered into this Charter Contract; nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Charter Contract.

12.12 Counterparts; Signatures

12.12.1 The Charter Contract may be signed in counterparts, which shall together constitute the original Charter Contract. Signatures received by facsimile or email by either of the Parties shall have the same effect as original signatures.

12.13 Material Breach

12.13.1 A material breach is defined as a violation of this Charter Contract which is substantial and significant as determined by the Authority.

12.14 Contract Does Not Affect Rights Under NRS 233B.

This contract shall not waive any rights or obligations of the Parties under NRS 233B, nor shall it grant any new rights or expand any existing rights or obligations that the Parties have under NRS 233B.

12.15 Preservation of Rights; No Waiver by Either Party.

Nothing contained herein shall be construed as limiting or restricting the obligations or rights of the Parties under any applicable statute or regulation or be considered a waiver of any obligation, right, or remedy afforded by the Parties by any such statute or regulation or in law or equity.

IN WITNESS WHEREOF, the Parties have executed this Charter Contract:

President, Charter School Governing Body

Please print your name: _____

Date: _____

Chair, State Public Charter School Authority

Please print your name: _____

Date: _____

EXHIBIT #1

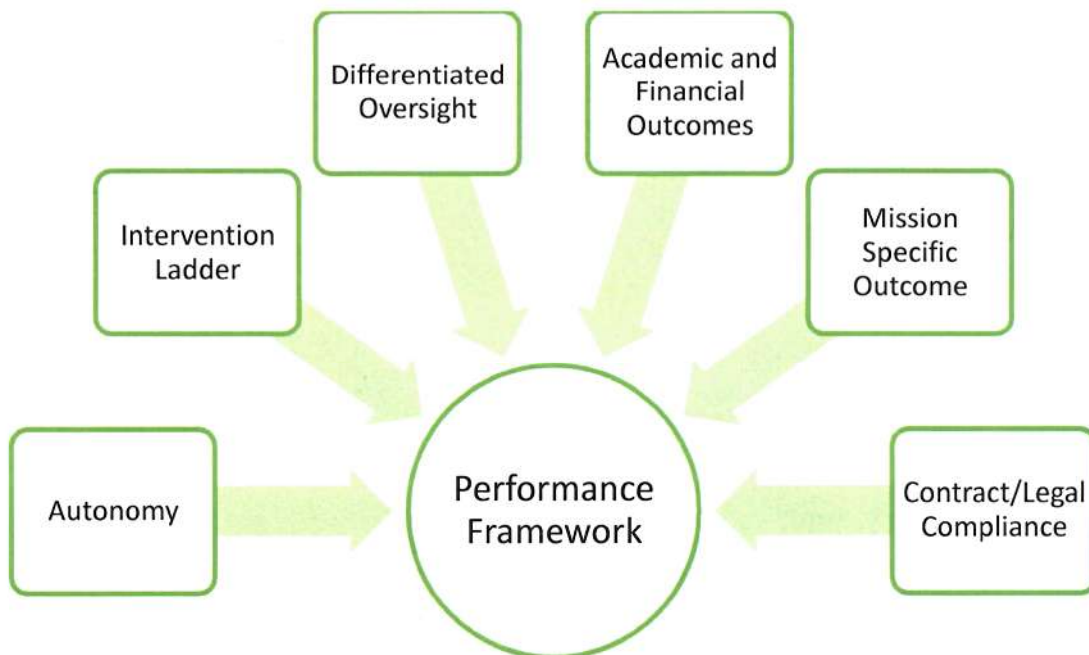
Charter School Performance Framework

Charter School Performance Framework

Objective:

To provide charter school boards and leaders with clear expectations, fact-based oversight, and timely feedback while ensuring charter autonomy.

- Clear standards, timely feedback, and maximum transparency
- Objective information for schools, students, and families
- Differentiated oversight including incentives for charter schools designated as quality
- Comprehensive information to guide charter renewal determinations



Section 1: Introduction

This document describes the Charter School Performance Framework, the accountability mechanism for all charter schools sponsored by the State Public Charter School Authority (Authority).

This document provides:

- A conceptual overview of the Charter School Performance Framework (the body of the document); along with
- The specifics regarding Performance Framework implementation, and the academic, financial, organizational and mission specific performance standards.

In addition to establishing performance criteria for charter schools, the Charter School Performance Framework also ensures that the Authority is accountable to charter schools.

The Authority is accountable for implementing a rigorous and fair oversight process that respects the autonomy that is vital to charter school success. This mutual obligation drives the Charter School Performance Framework – a collaborative effort with the common mission of improving and influencing public education in Nevada by sponsoring public charter schools that prepare all students for college and career success and by modeling best practices in charter school sponsorship.

Charter School Performance Framework Authority Obligations

- Clearly communicate standards and expectations to schools;
- Conduct a transparent, consistent, and predictable oversight process;
- Conduct an oversight process that is respectful of schools' autonomy;
- Emphasis on student outcomes rather than compliance and process;
- Provide fact-based feedback to schools and communities indicating where schools stand relative to performance framework standards and expectations.

Section 2: Objective of the Charter School Performance Framework

Through its mission, the Authority has the responsibility to ensure its sponsored schools prepare all students for college and career success and to model best practices in charter school sponsorship.

The Authority acknowledges that charter schools need autonomy in order to develop and apply the policies and educational strategies that maximize their effectiveness.

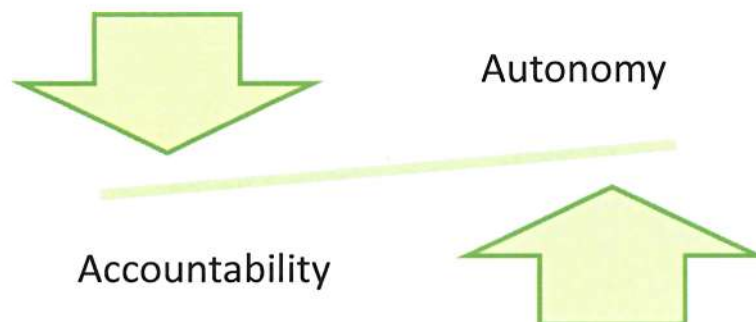
The Charter School Performance Framework balances these two considerations.

The objective of the Charter School Performance Framework is to provide charter school boards and leaders with clear expectations, fact-based oversight, and timely feedback while ensuring charter school autonomy.

In addition to achieving this objective, the Performance Framework should deliver important secondary benefits:

- Incentives for charter schools designated as quality that regularly achieve their academic, financial, organizational, and mission specific performance standards;
- Comprehensive information for data-driven and merit-based charter renewal and contract revocation/termination;
- Differentiated oversight based on each school's performance and maturity;
- Maximum transparency so all stakeholders can understand where charter schools are meeting or exceeding performance standards, and where they are failing to achieve performance standards; and
- Objective information for students and families who want to learn more about the charter schools in their community.

The Performance Framework describes methods that seek the optimal balance between oversight and autonomy, while delivering the secondary benefits important to each targeted stakeholder. The Performance Framework is a dynamic process subject to continuous review and improvement.



Section 3: Performance Framework Components

The Performance Framework provides for the evaluation of schools based on their ability to operate as sound, independent entities that successfully serve all students. The Authority has selected components that strike the balance between easy-to-submit documents and data that provide fact-based insight on school performance.

Routine Year Round Submissions

During the year, schools are required to submit a variety of documents to the Authority and the Department of Education. It is vital that this information is submitted by the given due date. These required submissions are often linked to funding allotments or federal reporting requirements. See the Reporting Requirements Manual for greater detail on each requirement and its function.

Academic, Financial, Organizational and Mission Specific Indicators

Academic – Academic achievement determinations for all schools will be based on student progress over time (growth), student achievement (status), and college and career readiness.

Financial – The near term fiscal health of schools is assessed through four measures: 1) Current Ratio; 2) Unrestricted Days Cash on Hand; 3) Enrollment Forecast Accuracy; and 4) Debt Default. The fiscal sustainability of schools is assessed through four different measures: 1) Total Margin; 2) Debt to Asset Ratio; 3) Cash Flow; and 4) Debt Service Coverage Ratio. These measures will be evaluated quarterly and a profile published annually based on each school's audited financial statements.

Organizational – Defines the operational standards to which a charter school should be accountable to its sponsor and the public. It is designed to treat all schools as though they are the same only in terms of meeting minimum legal and ethical requirements.

Mission Specific – The Authority may, upon request of the governing body of a charter school, include additional rigorous, valid and reliable performance indicators that are specific to the mission of the charter school and complementary to the existing framework measures.

Annual Review

The annual review is a process that compiles data from the routine year-round submissions; academic, financial, organizational and mission specific indicators and oversight to provide an evaluation of school performance. In the annual review, each school will receive an academic and financial profile, an organizational overview of compliance, and a review of mission specific indicators

Annual reviews will be provided to charter school boards and school leaders each fall following the release of the State's star ratings. We are committed to clearly communicating information from the annual review to families, schools, and the public. These reviews will also be posted on the Authority website.

Mid-Term Review

The mid-term review is a process that compiles all annual reviews and provides a three year longitudinal evaluation of school performance. The mid-term review includes a site visit to gather qualitative data that complements the quantitative findings. The results of the mid-term review provide stakeholders with a multi-year analysis of school performance and status of the school related to expectations at time of renewal.

Section 4: Performance Framework Process Description

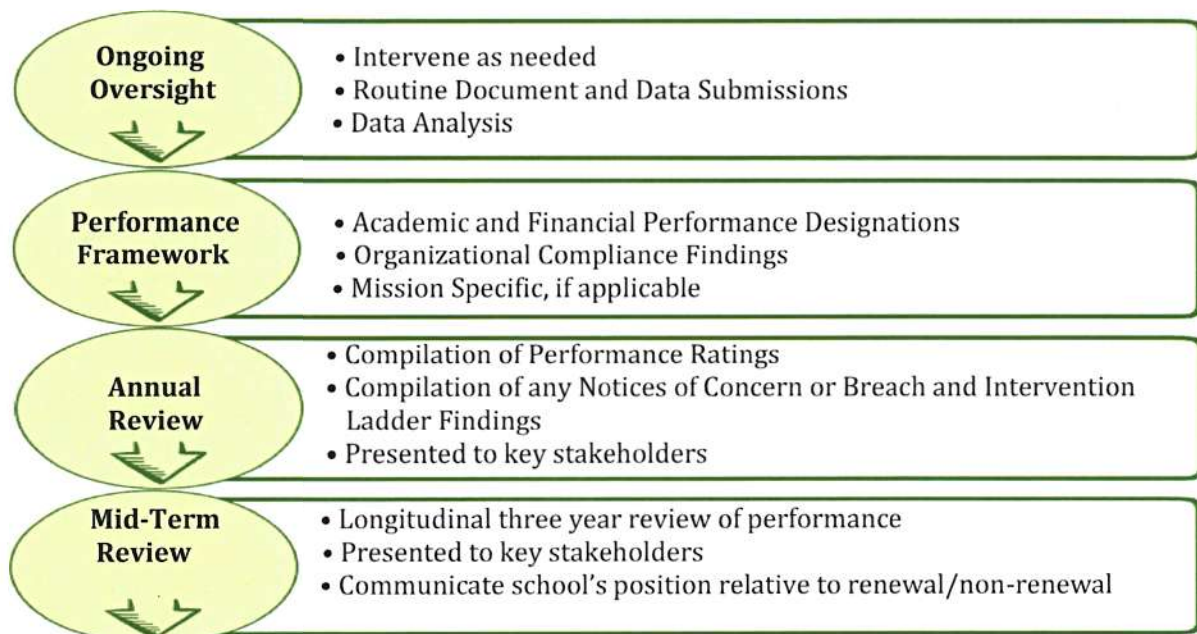
The Authority has studied best practices to develop the Performance Framework process depicted in this flowchart. Throughout the school year, every charter school will submit scheduled documents and data that enable us to assess their compliance with laws and regulations, and their progress in achieving important school milestones.

The routine year round submissions are indicated in the Reporting Requirements Manual.

The Authority believes in conducting its oversight in a manner that is respectful of school autonomy and differentiated based upon charter school performance and maturity. Charter schools with a track record of compliance and performance do not need the same level of oversight as charter schools without such a track record. The Authority's oversight plan includes the opportunity for schools during their first three years of operation, based on compliance and performance, to transition from demonstrated compliance to assumed compliance.

Every charter school will receive an Annual Review and a three year Mid-Term review. The reviews analyze a school's academic, financial, organizational, and mission specific performance along with information collected from the ongoing oversight processes. The parameters of these analyses are indicated in detail in Appendix A, "Detailed Academic Performance Indicator Descriptions", Appendix B, "Detailed Financial Performance Indicator Descriptions", and Appendix C, "Detailed Organizational Performance Indicator Descriptions." The mission specific indicators will be finalized at the beginning of the second school year using the first school year as the baseline.

Site visits afford a sponsor with an opportunity to appreciate a qualitative aspect of the school not directly measured in ways other than observation or personal interaction. The Authority has two types of official site visits: Mid-Term Review and Targeted. The Mid-Term Review site visit is guided by a clear purpose and rubric that complements the quantitative findings. A Targeted site visit is driven by specific circumstances where the frequency and intensity of the visit will depend upon a particular circumstance.



Section 5: Intervention Ladder

Occasionally, the routine Performance Framework process will result in adverse findings. Charter schools may fall out of compliance on important legal or contractual requirements. Academic standards may not be met. Financial sustainability may become an issue. When these situations occur, the Authority may need to intervene.

Level 1: Notice of Concern

A school enters Level 1 upon receiving a Notice of Concern.

All schools begin outside of the intervention ladder and are considered to be in Good Standing. Schools in good standing receive non-intrusive regular oversight and submissions tracking. Schools must meet performance targets and expectations including compliance and maintain open communication with us in exchange for this level of non-intrusive oversight.

Level 2: Notice of Breach

A school enters Level 2 when it fails to comply with a material term or condition of its charter contract.

Schools can enter Level 1 of the intervention ladder if the Authority receives a verified complaint of material concern, or if regular oversight generates significant questions or concerns. We will communicate with school leaders, parents, and any other necessary stakeholders to verify complaints. We will contact the Board president and school leaders to issue a formal Notice of Concern. The Notice of Concern contains specific actions and due dates required to remedy the concern. Upon remedying the concern, the school returns to Good Standing. If the concern is not remedied in the time allotted, the school progresses to Level 2 of the intervention ladder.

Level 3: Intent to Revoke

A school enters Level 3 when it fails to meet its requirements or schedule to remedy a Notice of Breach.

At Level 2, the school is issued a Notice of Breach. The Notice of Breach outlines the actions necessary to cure the breach. A school can enter the ladder at Level 2 if it fails to comply with a material term or condition of its charter contract. Once a Notice of Breach is issued, the Authority monitors the school's implementation of the steps required to cure the breach. Once the school has met the Notice of Breach requirements, they exit from Level 2 and return to Good Standing.

Failure to meet the requirements specified in the Notice of Breach will result in entry to Level 3, charter school revocation/termination review. The review may include additional visits to the school or an in-depth audit to assess financial and organizational health. Schools in Level 3 are at risk of contract revocation/termination. Schools may also progress on the ladder to Level 3 if they receive repeated Notices of Breach in the same school year. Findings from the Intent to Revoke will determine whether a school enters into revocation/termination proceedings or is granted a revised Notice of Breach, returning to Level 2.

In unfortunate cases, data gathered from the Performance Framework process can be used to directly initiate charter school revocation/termination proceedings. The Authority recognizes the severity of this process and will use this right only in the case of persistent shortcomings or a grave incident that threatens the health, safety, or welfare of children.

Section 6: High-Stakes Decisions

The Authority will consider the collective record of a school's academic, financial, organizational and mission specific performance when making high-stakes decisions, though the academic performance will be the most important factor in most decisions.

Contract Renewal

The Performance Framework provides information necessary for merit-based charter renewal decisions. Decisions will be made in accordance with statute and regulation and based on longitudinal information over a school's charter term. Once a school is recommended for renewal and approved by the Authority the school will receive a renewal term length of six years as defined by law.

Performance Expectation

- Academic: Schools seeking renewal must be designated "Adequate" or above on the Authority Academic Framework plus receive a three-star rating or above on the Nevada School Performance Framework in the preceding school year.
- Financial: Schools must be rated as financially sustainable.
- Organization: Schools must be considered compliant with the material terms and conditions of its charter contract.

Streamlined Renewal

Schools designated as quality schools by the Authority may qualify for the streamlined renewal process. Quality schools are schools ranked on the Authority Academic Framework as "Exceeds" or "Exceptional" and on the Nevada School Performance Framework as a four or five-star school.

Contract Termination

The following performance outcomes may be cause for revocation/termination of a school's charter:

- Persistent Underperformance: A school with any combination of "Unsatisfactory" or "Critical" designations on the Authority Framework and two-star or one star ranking on the Nevada School Performance Framework for three consecutive academic reporting cycles.

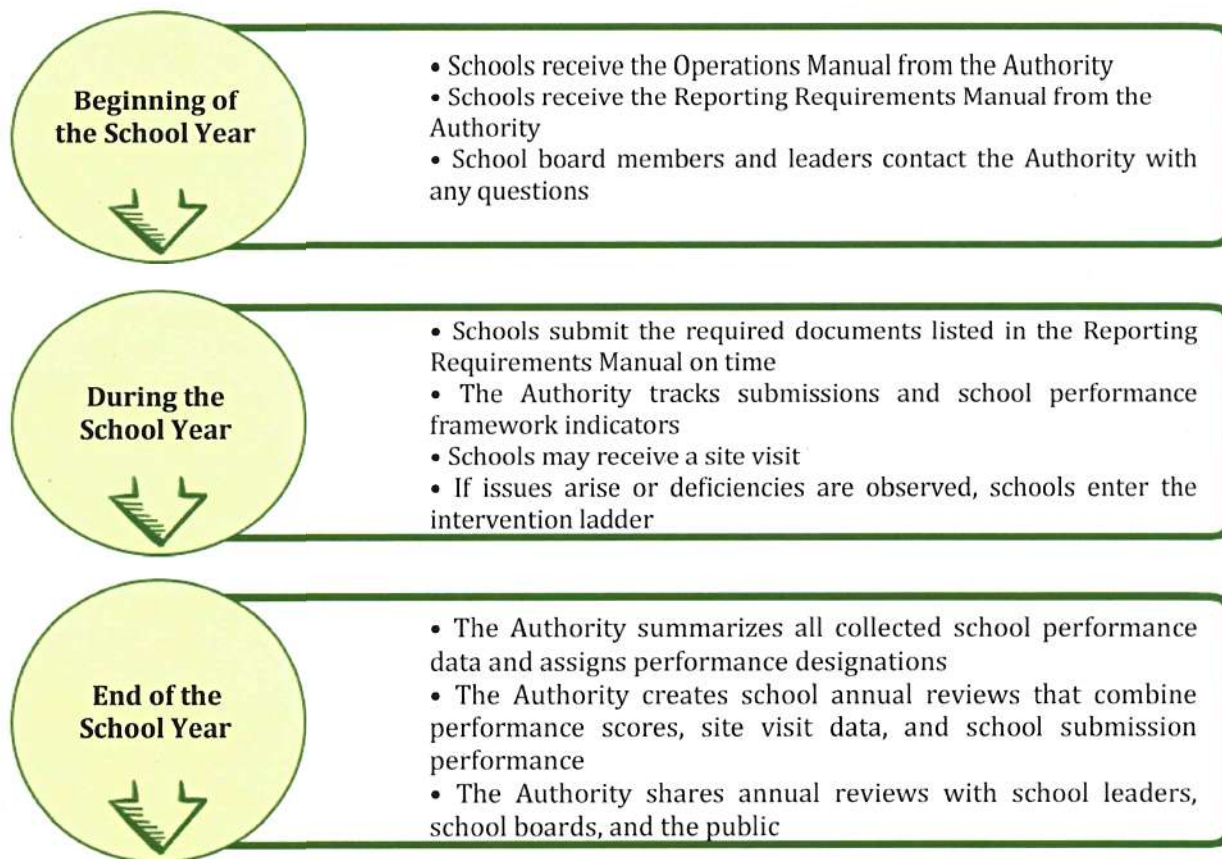
Auto-Termination

As defined by law, starting with the 2013-2014 school year, a charter school must be closed after obtaining three consecutive ratings of one-star on the Nevada School Performance Framework.

Performance Framework Ranking/Designation				
Designation	NSPF		Authority	Timeframe
Contract Renewal Expectation	3-stars or above	AND	"Adequate" or above	Preceding Year
Quality	4-star or 5-star	AND	"Exceptional" or "Exceeds	Preceding Year
Contract Termination	Any combination of 1-star or 2 star	AND	Any combination of "Unsatisfactory" & "Critical"	Three consecutive years
Auto-Termination	1-star			Three consecutive years starting in 2013-2014

Section 7: Performance Framework Timeline

The Performance Framework is implemented according to an annual timeline. The goals of the timeline: a) to set clear expectations for the Authority interaction with schools; while b) standardizing the oversight process.



Schools should contact the Authority at any time for additional support on and information about meeting any of the Performance Framework components.

Appendix A: Detailed Academic Performance Indicator Descriptions

Designations			Points awarded for designation
Quality	Exceptional	EX	97.5
	Exceeds	EC	85.5
Meets Standard	Adequate	AD	62.5
Does Not Meet Standard	Approaches	AP	37.5
	Unsatisfactory	U	15
	Critical	C	2.5
	Missing or not applicable	NA	

Designations		Minimum score for designation	Maximum score for designation
Quality	EX	95	100
	EC	75	94.9
Meets Standard	AD	50	74.9
Does Not Meet Standard	AP	25	49.9
	U	5	24.9
	C	0	4.9

Elementary	Indicator	Growth	Status	
	Weight	60.00%	40.00%	

Middle School	Indicator	Growth	Status	
	Weight	60.00%	40.00%	

High School	Indicator	Growth	Status	College & Career Readiness
	Weight	40.00%	30.00%	30.00%

Academic Performance Framework—June 5, 2013 version

2.1 Student Progress Over Time (Growth)

2.1.a Are schools making adequate progress based on the school's Median Student Growth Percentiles in reading?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile
2.1.b Are schools making adequate progress based on the school's Median Student Growth Percentiles in math?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile
2.1.c Are schools making adequate growth based on the percentage of students meeting AGP in reading?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds :	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile
2.1.d Are schools making adequate growth based on the percentage of students meeting AGP in math?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.1.e Using Adequate Growth results, are schools meeting AGP in reading when compared with the traditional schools that charter school student would otherwise attend? The difference between the AGP of the charter and the weighted AGP of the traditional school is:	
Exceptional:	≥ 20
Exceeds:	≥ 10 and < 20
Adequate:	≥ 0 and < 10
Approaches:	≥ -10 and < 0
Unsatisfactory:	≥ -20 and < -10
Critical:	< -20
2.1.f Using Adequate Growth results, are schools meeting AGP in math when compared with the traditional schools that charter school student would otherwise attend? The difference between the AGP of the charter and the weighted AGP of the traditional schools is:	
Exceptional:	≥ 20
Exceeds:	≥ 10 and < 20
Adequate:	≥ 0 and < 10
Approaches:	≥ -10 and < 0
Unsatisfactory:	≥ -20 and < -10
Critical:	< -20
2.1.g Are students in sub-groups (FRL, ELL, IEP) making adequate growth based on the percentage of students meeting AGP in reading?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile
2.1.h Are students in sub-groups (FRL, ELL, IEP) making adequate growth based on the percentage of students meeting AGP in math?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.2 Student Achievement (Status)

2.2.a Are students achieving proficiency on state examinations in reading?

Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.2.b Are students achieving proficiency on state examinations in math?

Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.2.c Using proficiency rates, are schools achieving proficiency in reading when compared with the traditional schools that charter school student would otherwise attend? **The difference between the proficiency rate of the charter school and the weighted proficiency rate of the traditional schools is:**

Exceptional:	≥ 30
Exceeds:	≥ 15 and < 30
Adequate:	≥ 0 and < 15
Approaches:	≥ -15 and < 0
Unsatisfactory:	≥ -30 and < -15
Critical:	< -30

2.2.d Using proficiency rates, are schools achieving proficiency in math when compared with the traditional schools that charter school student would otherwise attend? **The difference between the proficiency rate of the charter school and the weighted proficiency rate of the traditional schools is:**

Exceptional:	> 30
Exceeds:	≥ 15 and < 30
Adequate:	≥ 0 and < 15
Approaches:	≥ -15 and < 0
Unsatisfactory:	≥ -30 and < -15
Critical:	< -30

2.2.e Are students in sub-groups (FRL, ELL, IEP) achieving proficiency on state examinations in reading?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.2.f Are students in sub-groups (FRL, ELL, IEP) achieving proficiency on state examinations in math?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.3: Career and College Readiness

2.3.a Based on scores obtained from EXPLORE and PLAN, are students making adequate growth for being college ready by the time they graduate?	
Exceptional:	Average growth for all students in Math would be ≥ 3 points Average growth for all students in English would be ≥ 3 points
Exceeds:	Average growth for all students in Math would be ≥ 2.3 points and < 3 points Average growth for all students in English would be ≥ 2.4 and < 3 points
Adequate:	Average growth for all students in Math would be ≥ 2 points and < 2.3 points Average growth for all students in English would be ≥ 2 points and < 2.4 points
Approaches:	Average growth for all students in Math would be ≥ 1.5 points and < 2 points Average growth for all students in English would be ≥ 1.5 points and < 2 points
Unsatisfactory:	Average growth for all students in Math would be ≥ 1 point and < 1.5 points Average growth for all students in English would be ≥ 1 point and < 1.5 points
Critical:	Average growth for all students in Math would be < 1 point Average growth for all students in English would be < 1 point

2.3.b Are students on target for being college ready by the time they graduate as measured by the EXPLORE and PLAN college readiness bench marks in English and Math?

English	
Exceptional:	$\geq 76\%$
Exceeds	$\geq 66\%$ and $< 76\%$
Adequate:	$\geq 56\%$ and $< 66\%$
Approaches:	$\geq 46\%$ and $< 56\%$
Unsatisfactory:	$\geq 36\%$ and $< 46\%$
Critical:	$< 36\%$
Math	
Exceptional:	$\geq 45\%$
Exceeds	$\geq 35\%$ and $< 45\%$
Adequate:	$\geq 25\%$ and $< 35\%$
Approaches:	$\geq 15\%$ and $< 25\%$
Unsatisfactory:	$\geq 5\%$ and $< 15\%$
Critical:	$< 5\%$

2.3.c Are students graduating from high school?

- Based on a four-year adjusted cohort graduation rate
- Based on a five-year adjusted cohort graduation rate

Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.3.d Do students have the content and skill knowledge needed to succeed beyond high school?

Exceptional:
Exceeds:
Adequate:
Approaches:
Unsatisfactory:
Critical:

Appendix B: Detailed Financial Performance Indicator Descriptions

The Financial Performance Framework is composed of both near term and sustainability indicators, each having four measures. It is important to note that the Framework is not designed to evaluate a school's spending decisions. It does not include indicators of strong financial management practices, which are laid out in the organizational performance framework. The Financial Performance Framework analyzes the financial *performance* of a charter school, not its processes for managing that performance.

Near Term	Indicator
1.a. Current Ratio:	
Current Assets divided by Current Liabilities	Measure
Meets Standard: <input type="checkbox"/> Current Ratio is greater than 1.1 or <input type="checkbox"/> Current Ratio is between 1.0 and 1.1 <i>and</i> one-year trend is positive (current year ratio is higher than last year's)	Metric
Note: For schools in their first or second year of operation, the current ratio must be greater than 1.1.	Target
Does Not Meet Standard: <input type="checkbox"/> Current Ratio is between 0.9 and 1.1 Or <input type="checkbox"/> Current Ratio is between 1.0 and 1.1 <i>and</i> one-year trend is negative	
Falls Far Below Standard: <input type="checkbox"/> Current ratio is less than 0.9	

Near Term Measures

1) The current ratio depicts the relationship between a school's current assets and current liabilities.

Overview: The current ratio measures a school's ability to pay its obligations over the next twelve months. A current ratio of greater than 1.0 indicates that the school's current assets exceed its current liabilities, thus indicating ability to meet current obligations. A ratio of less than 1.0 indicates that the school does not have sufficient current assets to cover its current liabilities and is not in a satisfactory position to meet its financial obligations over the next 12 months.

Source of Data: Audited balance sheet.

Near Term
Current Assets divided by Current Liabilities
Meets Standard: <input type="checkbox"/> Current Ratio is 1.1 or greater. or <input type="checkbox"/> Current Ratio is between 1.0 and 1.1 <i>and</i> one-year trend is positive. Note: For schools in their first or second year of operation, the current ratio must be greater than 1.1.
Does Not Meet Standard: <input type="checkbox"/> Current Ratio is between 0.9 and .99 Or <input type="checkbox"/> Current Ratio is between 1.0 and 1.1 <i>and</i> one-year trend is negative.
Falls Far Below Standard: <input type="checkbox"/> Current ratio is less than 0.9

2) The unrestricted days cash on hand ratio indicates how many days a school can pay its operating expenses without another inflow of cash.

Overview: The unrestricted days cash ratio defines whether or not the school has sufficient cash to meet its day-to-day obligations.

Source of Data: Audited balance sheet and income statement.

Near Term
Unrestricted Cash divided by (Total Expenses/365)
Meets Standard: <input type="checkbox"/> 60 Days Cash or more or <input type="checkbox"/> Between 30 and 60 Days Cash <i>and</i> one-year trend is positive Note: For schools in their first or second year of operation, they must have a minimum of 30 Days Cash.
Does Not Meet Standard: <input type="checkbox"/> Days Cash is between 15 and 29 days Or <input type="checkbox"/> Days Cash is between 30 and 60 days <i>and</i> one-year trend is negative
Falls Far Below Standard: <input type="checkbox"/> Less than 15 Days Cash

3) Enrollment forecast accuracy tells authorizers whether or not the school is meeting its enrollment projections, thereby generating sufficient revenue to fund ongoing operations.

Overview: The enrollment forecast accuracy depicts actual versus projected enrollment. A school budgets based on projected enrollment but is funded based on actual enrollment; therefore, a school that fails to meet its enrollment targets may not be able to meet its budgeted expenses.

Source of Data:

- Projected enrollment – Charter school board-approved enrollment budget for the year in question.
- Actual enrollment.

Near Term
Actual Enrollment divided by Enrollment Projection in Board-Approved Budget
Meets Standard: <input type="checkbox"/> Enrollment Forecast Accuracy equals or exceeds 95% in the most recent year <i>and</i> equals or exceeds 95% each of the last three years Note: For schools in their first or second year of operation, Enrollment Forecast Accuracy must be equal to or exceed 95% for each year of operation.
Does Not Meet Standard: <input type="checkbox"/> Enrollment Forecast Accuracy is between 85% and 94% in the most recent year or <input type="checkbox"/> Enrollment Forecast Accuracy is 95% or greater in the most recent year <i>but does not</i> equal or exceed 95% or greater each of the last three years
Falls Far Below Standard: <input type="checkbox"/> Enrollment Forecast Accuracy is less than 85% in the most recent year

4) Debt default indicates if a school is not meeting debt obligations or covenants.

Overview: This metric addresses whether or not a school is meeting its loan covenants and/or is delinquent with its debt service payments.

Source of Data: Notes to the audited financial statements.

Near Term
<i>Meets Standard:</i> <input type="checkbox"/> School is not in default of loan covenant(s) and is not delinquent with debt service payments
<i>Does Not Meet Standard:</i> <input type="checkbox"/> Not Applicable
<i>Falls Far Below Standard:</i> <input type="checkbox"/> School is in default of loan covenant(s) or is delinquent with debt service payments

Sustainability Measures

1) Total margin measures the deficit or surplus a school yields out of its total revenues; in other words, whether or not the school is living within its available resources

Overview: The total margin measures if a school operates at a surplus (more total revenues than expenses) or a deficit (more total expenses than revenues) in a given time period. The aggregated three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations on the single year total margin indicator.

Source of Data: 3 years of audited income statements

Sustainability
Net Surplus divided by Total Revenue
Aggregated Total Margin:
Total 3 Year Net Surplus divided by Total 3 Year Revenues
<i>Meets Standard:</i> <input type="checkbox"/> Aggregated Three-Year Total Margin is positive <i>and</i> the most recent year Total Margin is positive or <input type="checkbox"/> Aggregated Three-Year Total Margin is greater than -1.5%, the trend is positive for the last two years, <i>and</i> the most recent year Total Margin is positive Note: For schools in their first or second year of operation, the aggregate Total Margin must be positive.
<i>Does Not Meet Standard:</i> <input type="checkbox"/> Aggregated Three-Year Total Margin is greater than -1.5%, but the trend is negative.
<i>Falls Far Below Standard:</i> <input type="checkbox"/> Aggregated Three-Year Total Margin is less than -1.5% or <input type="checkbox"/> Current year Total Margin is less than -10%

2) The debt to asset ratio measures the amount of liabilities a school owes versus the assets they own; the extent to which the school relies on borrowed funds to finance its operations.

Overview: The debt to asset ratio compares the school's liabilities to its assets. Simply put, the ratio demonstrates what a school owes against what it owns. A lower debt to asset ratio generally indicates stronger financial health.

Source of Data: Audited balance sheet

Sustainability
Total Liabilities divided by Total Assets
<i>Meets Standard:</i> <input type="checkbox"/> Debt to Asset Ratio is less than 0.90
<i>Does Not Meet Standard:</i> <input type="checkbox"/> Debt to Asset Ratio is between 0.90 and 1.0
<i>Falls Far Below Standard:</i> <input type="checkbox"/> Debt to Asset Ratio is greater than 1.0

3) The cash flow measure indicates a school's change in cash balance from one period to another.

Overview: Cash flow indicates the trend in the school's cash balance over a period of time. This measure is similar to days cash on hand, but indicates long-term stability versus near-term. Since cash flow fluctuations from year-to-year can have a long-term impact on a school's financial health, this metric assesses both three year cumulative cash flow and annual cash flow.

Source of Data: 4 years of audited balance sheets

Sustainability
Three-Year Cash Flow = (Prior Year 3 Total Cash) – (Year 0 Total Cash) One-Year Cash Flow = (Prior Year 1 Total Cash) – (Year 0 Total Cash)
Meets Standard: <input type="checkbox"/> Three-year cumulative cash flow is positive <i>and</i> cash flow is positive each year. or <input type="checkbox"/> Three-year cumulative cash flow is positive, cash flow is positive in two of three years, <i>and</i> cash flow in the most recent year is positive. Note: For schools in their first or second year of operation, they must have positive cash flow.
Does Not Meet Standard: <input type="checkbox"/> Three-year cumulative cash flow is positive, but the trend is negative.
Falls Far Below Standard: <input type="checkbox"/> Three year cumulative cash flow is negative.

4) The debt service coverage ratio indicates a school's ability to cover its current year debt obligations.

Overview: This ratio measures whether or not a school can pay the principal and interest due on its debt based on the current year's net income. Depreciation expense is added back to the net income because it is a non-cash transaction and does not actually cost the school money. The interest expense is added back to the net income because it is one of the expenses an entity is trying to pay, which is why it is included in the denominator.

Source of Data:

- Net income: audited income statement
- Depreciation expense: audited cash flow statement
- Interest expense: audited cash flow statement
- Principal and interest obligations: provided from the school

Sustainability
(Net Income + Depreciation + Interest Expense)/(Principal and Interest Payments)
Meets Standard: <input type="checkbox"/> Debt Service Coverage Ratio is equal to or exceeds 1.10
Does Not Meet Standard: <input type="checkbox"/> Debt Service Coverage Ratio is less than 1.10
Falls Far Below Standard: <input type="checkbox"/> Blank

Appendix C: Detailed Organizational Performance Indicator Descriptions

I. Educational Program

1. Essential terms of the charter agreement

- a. The school complies with the essential terms of the education program as stated in the charter.
- b. The school, if intended primarily for at-risk pupils, complies with NRS 386.500 and NAC 386.150(9) regarding serving at-risk pupils.

2. Education requirements

- a. The school complies with NRS 386.550(1)(i) and NRS 389.018(1) by providing instruction in the core academic subjects.
- b. The school complies with NRS 386.550(1)(i) by providing the courses of study required for promotion or graduation.
- c. The school complies with NRS 386.550(1)(f) and NAC 386.350(7) regarding amount of instructional time.
- d. The school complies with NRS 386.583 regarding academic retention requirements.
- e. The school complies with applicable promotion and graduation requirements.
- f. The school complies with applicable statutes and regulations regarding the state's adopted curriculum content standards.
- g. The school complies with NRS 386.550(1)(g) and Chapters 389 of NRS and NAC regarding state assessments and testing practices.
- h. The school complies with all applicable requirements regarding programming and reporting resulting from federal or non-DSA state funding including Title I, Title IIa, and Title III.

3. Students with disabilities

- a. The Charter School assures that it will adopt procedures that align with state and federal requirements in the following areas: [special education].

4. English Language Learner Students

- a. Proper steps for identification of students in need of ELL services.
- b. Appropriate and equitable delivery of services to identified students.

- c. Appropriate accommodations on assessments.
- d. Evaluation of ELLs': English Language Progress and Attainment (Exiting from program-Proficiency), and content Achievement.
- e. Ongoing monitoring of exited students (for 2 years after program exit).
- f. Assess the success of the ELL program and modify it where needed.
- g. Collection and Reporting of Timely and Accurate Data upon Request of the NDE/SPCSA.

II. Financial Management and Oversight

1. Financial Reporting and compliance

- a. The school complies with NAC 387.625, NAC 387.775(5), NAC 387.775(6) and NAC 387.775(9) regarding completion and on-time submission of the annual independent audit and corrective action plans, if applicable.
- b. The school complies with NRS 386.570 regarding all money received must be deposited in a financial institution in this state.
- c. The school complies with NRS 386.550, NAC 387.720 and NAC 387.725 regarding the adoption of a budget.
- d. The governing body of the school complies with NRS 387.303 regarding the annual report of budget.
- e. The governing body of the school complies, in writing, with NRS 386.573 regarding orders for payment of money.
- f. The school has submitted required expenditure reporting to In\$ite (Schoolnomics Consulting Services) required by the Legislative Counsel Bureau as authorized by **NRS 218E.625 and NRS 386.605**: yes/no.

2. Financial management and oversight

- a. An unqualified audit opinion in an annual independent audit as required by NAC 387.625 and NAC 387.775.
- b. An annual independent audit, as required by NAC 387.625 and NAC 387.775, devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses.

- c. An annual independent audit, as required by NAC 387.625 and NAC 387.775 that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report.
- d. The school's governing body has adopted written financial policies.
- e. Internal control consideration as a basis for design of the annual independent audit in conformity with NAC 387.625 and NAC 387.775.
- f. Financial Transaction Testing in conformity with NAC 387.625 and NAC 387.775.

III. Governance and Reporting

1. Governance and reporting

- a. Board policies adopted by the board and housed in AOIS' Permanent Files, if such policies have been adopted by the board and submitted into AOIS.
- b. NRS 386.520, Board bylaws as approved by the sponsor.
- c. NRS 386.550, Open Meeting Law.
- d. NRS 386.549, Conducting at least quarterly meetings.
- e. NRS 386.549, Salary for meeting attendance.
- f. NRS 386.549, Submission of signed and notarized affidavit for board service.
- g. NRS 386.549, Board composition/required membership.
- h. NAC 387.770(3), Designation of the person responsible for the maintenance of property, equipment and inventory records.
- i. NRS 386.605, Annual report of accountability.
- j. NRS 385.357(6), Plan to improve the achievement of pupils.

2. Management accountability

- a. NAC 386.405(5), Evaluation of any EMO with which the school has contracted, per the written performance agreement between the board and the EMO if applicable.
- b. NAC 386.405(6), Provision by the EMO, if applicable, of the financial report.
- c. NAC 386.410(5), Evaluation of the performance of each entity with whom the board has entered into a contract, including the school administrator.

- d. NAC 386.405(4), If applicable, approval of the appointment of key personnel who are directly employed and provided to the school by an EMO.

3. Reporting requirements

- a. The school complies with reporting requirements as described in the AOIS Reporting Requirements Manual including those related to the AOIS Permanent Files.
- b. The school complies with reporting requirements related to an authorizer-imposed corrective action plan or notice of concern, if applicable.

IV. Students and Employees

1. Rights of students

- a. The school's lottery method, maintenance of an enrollment waiting list, and enrollment practices are consistent with guidance provided by the Authority on its website.
- b. The school's enrollment recruiting and advertising comply with the school's charter school application as stated in Required Element A.7.4 and elsewhere.
- c. The school collects, protects and uses student information appropriately.
- d. The school complies with NRS 386.555 regarding the prohibition of support by or affiliation with religion or religious organizations.
- e. The school complies with NRS 386.585 and NRS 392.4655-.4675 regarding school discipline.

2. Attendance goals

- a. The school complies with NAC 386.350 regarding attendance.

3. Staff credentials

- a. The school complies with NRS 386.590 regarding staff credentialing.

4. Employee rights

- a. The school complies with NRS 386.595 regarding employee rights.

5. Background checks

- a. The school complies with NRS 386.588 regarding criminal history of employees.

V. School Environment

1. Facilities and transportation

- a. Have current fire, building, health and asbestos inspection documents and approvals, including the certificate of occupancy, been submitted into AOIS in compliance with NAC 386.170?
- b. The school complies with NAC 386.215 regarding insurance coverage by submitting into AOIS the current Affidavit for Provision of Insurance Coverage.
- c. The school complies with Section C.4 of its charter school application and NRS 392.300-392.410 regarding pupil transportation.

2. Health and safety

- a. The school complies with NRS 389.065 (sex education); NRS 391.207-391.208 (nursing services); NRS 392.420, 392.425, 392.430, 392.435, 392.437, 392.439, 392.443, 392.446, and 392.448 (school health and safety); and NAC 389.2423, 389.2938, 389.381, and 389.455.
- b. The school complies with NRS 392.616 regarding establishment of a crisis and emergency response development committee.
- c. The school complies with NRS 392.624 regarding annual review and update of the NRS 392.620 plan for responding to a crisis or emergency.

3. Information management

- a. The school complies with the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment, and the Military Recruiter Provisions of the NCLB Act of 2001.
- b. The school complies with applicable state or federal freedom of information requirements.
- c. The school complies with applicable student record transfer requirements.
- d. The school complies with applicable requirements for the proper and secure maintenance of testing materials.

VI. Additional Obligations

1. Additional obligations

- a. The school and its governing body comply with the terms and conditions of its charter.

- b.** The school complies with NAC 386.342 and NAC 387.770 regarding inventory documentation.
- c.** The school (applicable only to high schools) complies with NRS 386.550(1)(m) and NAC 386.350(10) regarding notification of accreditation status.
- d.** The school complies with NRS 386.550(1)(c) and Section C.2 of its charter school application regarding fees.
- e.** The school complies with requirements regarding maintenance of personnel records.
- f.** The school complies with NAC 386.345(2) and NRS 332.800 regarding purchasing and prohibition of board member interest in contracts.
- g.** The school complies with NRS 392.040 regarding age of enrollment in grades K, 1 and 2.

EXHIBIT #2

Articles of Incorporation, if applicable

Not Applicable

EXHIBIT #3

2018 Charter Renewal Application