

# STATE PUBLIC CHARTER SCHOOL AUTHORITY



## 2019 CHARTER SCHOOL REQUEST FOR AMENDMENT TO CHARTER CONTRACT APPLICATION

For the: **SLAM Academy of Nevada**

Date Submitted: **October 15, 2019**

Current Charter Contract Start Date: **July 1, 2016**

Charter Contract Expiration Date: **June 30, 2022**

Key Contact: **Tony Schwartz**

Key Contact title: **Board Chair, SLAM Academy of Nevada Board of Directors**

Key Contact email and phone: [REDACTED]

Date of School Board approval of this application: **October 11, 2019**

This Request For Amendment (RFA) is submitted to request a contract amendment regarding (place an "X" to the right of the specific RFA type(s) you are applying for):

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

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## Section I: Introduction

The mission of the State Public Charter School Authority (SPCSA) is to improve and influence 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.” This mission includes assisting chartered public schools in making orderly enrollment, facility, financing and other changes to enable them to provide high-quality educational choices to students and their parents in Nevada.

As SPCSA public schools grow and progress they may wish to consider changes, additions or other improvements to their structure, facilities, legal relationships, school size or location(s). NRS 388A, NAC 388A and individual

chartered public school contracts list various potential changes a school may consider making. These changes require that the school request and receive approval of the SPCSA Board to a Request For Amendment (RFA) before proceeding, except in the case of an emergency. The school must submit the RFA to the SPCSA describing the intended change and providing documentation to support approval of the requested change, to be confirmed by an amendment to the school's charter contract signed by a representative of the board or the designee of the board.

These considered changes can be made through amendments to charter school contracts with the SPCSA, pursuant to NRS 388A.223 *et seq*, NAC 388A.305 *et seq*, and their respective Charter Contract. This Request For Amendment (RFA) application is provided by the SPCSA in fulfillment of its responsibility to develop a policy and procedure "for amending a written charter or charter contract and the criteria for determining whether a request for such an amendment will be approved..." NRS 388A.223. This RFA describes the "manner in which such procedures and criteria will differ if the sponsor determines that the amendment is material or strategically important." NRS 388A.223.

This universal RFA application replaces all prior specific project RFA applications the SPCSA provided. It includes two sections. The first is a standard section which all RFA applicants must complete. It calls for general information about the school. The second section contains specific requests for supporting documentation to support the applicant's request for specific contract amendments. Applicants need only submit one complete application for one or more amendments being recommended. That application should include supporting documentation for the general application section and specific supporting documentation for each specific amendment being requested.

## **Section II: Eligibility Requirements**

To be eligible for consideration of approval of a contract amendment a school must submit a complete and accurate RFA, in accordance with the requirements and directions stated herein prior to the deadlines stated herein.

To be eligible to submit an amendment, the school must be in good standing in all three domains of the Authority's academic, financial, and organizational performance frameworks and it must not be considered a low-performing school or otherwise ineligible according to any definition set forth in law or regulation. "All schools begin outside of the intervention ladder and are considered to be in Good Standing." Charter School Performance Framework<sup>1</sup>. Schools with questions about their eligibility should contact SPCSA staff.

Ineligible schools may include, but are not limited to, those schools which operate an elementary, middle, or high school rated below the three star level; schools which operate an elementary, middle, or high school program that is a priority or focus school; schools which operate high schools with graduation rates below 60 percent; schools with compliance issues, including participation warnings or penalties on the Nevada School Performance Framework; and schools with financial framework deficiencies.

A school which does not have at least one independent financial audit and one year of academic performance data in the Nevada system of accountability is ineligible to apply for an expansion amendment unless the school was approved by the Authority as an EMO replication of a high performing charter school in another state or the operator applied as a CMO applicant and has replicated a high performing charter school model from another state. In such cases, the school will be required to submit updated academic, financial, and organizational performance data in all three domains from the replicated EMO school or CMO school network. In the event that the Authority mandates a system-wide assessment to supplement the statewide test and provide for additional data in the event of a testing irregularity or a change in state testing provider, schools should expect that data from that assessment will outweigh data provided from a school's internal assessment system.

All applications and the actions being requested for approval must be in compliance with NRS 388A, NAC 388A and all other relevant federal laws and regulations and SPCSA policy.

Schools with questions about eligibility should contact SPCSA staff for further clarification.

## **Section III: Amendment Types**

NRS 388A, NAC 388A and individual chartered public school contracts list potential changes a school may consider

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<sup>1</sup> <http://charterschools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Performance%20Framework.pdf>

making. The school must request and receive approval from the SPCSA Board of the Request For Amendment before the school may proceed with the intended change.

The following is a list of the RFA applications which are now being replaced by this universal RFA application. The approval for any material change considered for a school, including affecting facilities or operations, for which an express amendment was or was not earlier provided may now be handled through this single RFA application. Actions requiring an amendment to a charter school contract include those in the following list. Schools should contact the SPCSA if they are considering any change or addition to what was approved in their charter contract. For all RFAs, the General Section of this application must be completed according to the instructions herein. Specific RFA requirements for the below RFAs have specific requirements which must also be completed.

1. [Add Distance Education](#)
2. [Add Dual-Credit Program](#)
3. [Change Mission and/or Vision](#)
4. [Eliminate a grade level or other educational services](#)
5. [EMOs: Entering, amending, renewing, terminating Charter Contract with an EMO](#)
6. [Enrollment: Expand Enrollment in Existing Grade Level\(s\) and Facilities](#)
7. [Enrollment: Expand Enrollment in New Grade Levels](#)
8. [Facilities: Acquire or Construct a new or additional Facility that will not affect approved enrollment](#)
9. [Facilities: Occupy new or additional facility](#)
10. [Facilities: Occupy a Temporary Facility](#)
11. [Facilities: Relocate or Consolidate Campuses](#)
12. [RFA: Transportation](#)
13. [Other changes requiring or not requiring approved RFAs:](#)
  - a. As described in NAC 388A.335 regarding a request for **an amendment not otherwise described**
    - i. If the governing body of a charter school wishes to amend its written charter or charter contract, as applicable, in **a way that is not described** in NAC 388A.310 to 388A.335.
    - ii. **Material amendments** to the written charter or charter contract, as applicable. If the sponsor determines that the proposed amendment is material, the governing body must obtain approval from the sponsor before the amendment becomes effective.
    - iii. **Nonmaterial amendment** to the written charter or charter contract, as applicable. If the sponsor determines that the proposed amendment is not material, the governing body is not required to obtain approval from the sponsor before the amendment becomes effective.
  - b. Other **non-amendment changes**. Pursuant to NAC 388A.340 the governing body of a charter school (1) shall notify the sponsor of the charter school not later than 10 days after the charter school makes any change to the mailing address, telephone number, facsimile number, articles of incorporation or bylaws of the charter school.

Applicants seeking more than one amendment may now use this RFA template and provide supporting documentation as requested in the general and applicable specific sections below.

The General Requirements Sections of this application describe general supporting documentation required for RFAs.

The Special Sections describe specific supporting documentation required for specific RFAs requested to enable specific changes being pursued by the school board.

For applicants seeking to make changes for which amendments are not listed above, contact SPCSA staff regarding what, if any, documentation may be required.

## Section IV: Processing Schedule

RFA applications are processed according to the following schedule. Boards/Schools must submit their completed amendment request into the Charter Amendment section of Epicenter by 5:00 pm PT within the deadline schedule provided below for the relevant Spring or Fall application cycle.



If a below date falls on a federal or state officially recognized holiday, the submittal will be due no later than 5 p.m. Pacific Time on the first working day following said holiday.

## Section V: Deadlines

	Spring Cycle	Fall Cycle
<b>Notice<sup>2</sup> of Intent to submit Request for Charter Amendment (RFA)</b>	<b>Due between March 1 - 15</b>	<b>Due between September 1 - 15</b>
<b>Request For Amendment (RFA)</b>	<b>Due between April 1 – 15</b>	<b>Due between October 1 – 15</b>
<b>Board Meeting for Possible Action</b>	<b>June board meeting</b>	<b>December board meeting</b>

Charter school expansion (i.e., additional campuses and/or grade levels) requests **must be submitted** at least 9 months prior to the proposed implementation. For example, a school wishing to expand in the 2020-2021 school year must submit an amendment to Authority staff no later than the fall cycle of 2019.

## Section VI: Application Process

1. The school board determines that an applicable change is or may be required. The board may direct a representative of the school to contact the SPCSA to explain the potential change and request guidance or may direct a representative to prepare and submit a Notice of Intent and RFA including supporting documentation according to the deadlines set forth above.
  - a. Pursuant to NAC 388A.305(1) the “governing body of a charter school shall hold a public meeting that complies with the provisions of chapter 241 of NRS before the governing body submits to the sponsor of the charter school a written request for an amendment to its written charter or charter contract, as applicable, pursuant to NRS 388A.276. The governing body of a charter school may not request such an amendment unless a majority of members of the governing body vote to approve making the request.”
2. Applicant submits a timely submitted notice.
3. SPCSA transmits a confirmation of receipt of the NOI and may contact the applicant with any questions or comments.
4. Applicant submits a timely submitted and Request for Amendment (RFA) including all applicable requested supporting documentation.
5. SPCSA transmits a confirmation of receipt of the RFA and may contact the applicant with any questions or comments.
6. SPCSA staff, and potentially external reviewers, begin the completeness check process. SPCSA Staff may contact the applicant for more information, for more clarity, or to let the applicant know their application is insufficiently complete and cannot be processed at this time without substantial improvements to completeness, clarification or other aspects.
7. Staff transmits to applicant confirmation of completeness or determination that the RFA application is substantially incomplete so that it will not be processed at this time.
8. Upon confirmation of completeness, SPCSA staff, and potentially external reviewers, begin the review process of the RFA. SPCSA Staff may contact the applicant for further clarification and with requests for additional information or to explain issues with the RFA.
9. Staff will discuss with applicant SPCSA staff’s likely recommendation based on staff’s review and analysis of the RFA submitted. Applicant may determine if it wishes to proceed.
10. Staff will schedule a Board meeting date during which to present applicant’s RFA along with staff’s recommendation.
11. If the Agency Board approves the RFA, then staff will
  - a. work with the applicant to make the amendment changes to the contract and to secure an updated, mutually executed contract, to enable the school to proceed to implement the terms of the amendment.

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<sup>2</sup> Notice or Letter of Intent

- b. implement the process to monitor the fulfillment of any conditions of the amendment, pursuant to the amended contract.
12. In the alternative, pursuant to NAC 388A.305(2) and except “as otherwise provided in NAC 388A.310 to 388A.335, inclusive, if the governing body of a charter school requests an amendment to its written charter or charter contract, as applicable, pursuant to NRS 388A.276, the sponsor of the charter school may authorize its staff to approve the amendment as the sponsor deems appropriate.” In such a case, staff will
  - a. work with applicant to make the amendment changes to the contract and secure an updated, mutually executed contract,
  - b. implement the process to monitor the fulfillment of any conditions of the amendment.

Applicants may contact the following SPCSA staff with any questions regarding this RFA Application.

1. Mike Dang, 702.486.8879, [mdang@spcsa.nv.gov](mailto:mdang@spcsa.nv.gov)
2. Danny Peltier, 775-687-9178, [dpeltier@spcsa.nv.gov](mailto:dpeltier@spcsa.nv.gov)
3. Mark Modrcin, 702-486-8271, [mmodrcin@spcsa.nv.gov](mailto:mmodrcin@spcsa.nv.gov)

## Section VII: Application Instructions

### Specifications

1. It is the responsibility of the applicant to ensure that the content is complete, detailed, and easily understood and followed by reviewers; external experts; and parents, families, and the general public.
2. Application responses made in this file should add no more than 50 pages to this approximately 40 page “core” application for a total of up to 90 pages—in addition to all required appendices/attachments.
3. RFA submittals must all be in an electronic format. The RFA “core” application must be in a searchable pdf format. (Do not print it to hard copy and scan it.) Site, architectural and similar plans which can only forward may be in the pdf format submitted to the applicant by their consultant or professional.
4. Leave the text of the questions in the document and add your responses following each question. This will facilitate reviews, document access (hyperlinked table of contents) and enable better public transparency.
5. Begin each major section (Executive Summary, Meeting the Need, Academic Plan, etc.) on a separate page.
6. All pages in the core application must remain consecutively numbered, as they are, in the footer and include the total number of pages, such as “Page 25 of 80.”
7. A RFA may not require all attachments described in this document. Place an “N/A” where appropriate—next to the respective “Attachment \_\_.” Do not leave them blank.
8. The name of each attachment, e.g. “Attachment 1,” etc. must be placed in the header of the first page and header/footer of remaining pages to facilitate review and navigation. Bookmarking individual sections and attachments in Acrobat is strongly encouraged to enhance readability and facilitate a thorough review.
9. Attachments may have independent page numbering.
10. The table of contents must identify the page number of each major section of the narrative and each required attachment—or simply respond within the MS Word version of this Application with its Table of Contents.
11. You do not need to try to fix the Microsoft Word formatting in this application if the formatting doesn’t automatically generate the correct or best font or outline number/letter when you enter text. As long as you include your response in the proper section we will ignore a misplaced outline number/letter.
12. References and citations should be placed in the footer.
13. If a particular question does not apply to your team or application, simply respond with a statement explaining why the question is not applicable AND including the term “not applicable” or “N/A” within the sentence.
14. All questions, including those identified as “Not Applicable” and tables not utilized must be left in the document. Tables which are accompanied with directions permitting the school to modify the number of rows and to customize the designated content may be changed as indicated.
15. Any budget or numerically oriented sheets must be submitted in a working Microsoft Office Excel file in addition to a pdf attachment.
16. When submitting resumes and biographies of proposed new board members and staff, label each document with the individual’s affiliation with the proposed school (board member, principal, teacher, etc.) and combine the files into a single converted PDF document.
17. Review all elements of your request for completeness before submitting. Incomplete requests will not be accepted, and schools are not able to amend, revise, or supplement their request after it has been submitted unless the SPCSA, at its sole discretion, requests additional information or the SPCSA board votes to reject the request and the applicant chooses to resubmit a revised request at a later date.
18. Schools are strongly encouraged to maintain final Microsoft Word versions of all written materials. In the event that a school elects to resubmit a request with additional content and documentation, the school will be

expected to use the Track Changes function to identify any additions or deletions to the application. Specific format requirements for such resubmissions will be furnished to applicants upon request.

19. Applicants are reminded that all requests for facilities or enrollment expansion amendments are public records and are posted on the SPCSA web site. Once a request is approved, it is expected that the complete charter application and the approved amendments will be posted on the school's web site or will otherwise be made available via electronic means upon request from any member of the public. To ensure the broadest range of accessibility for public documents, the SPCSA strongly encourages applicants to consult the Accessibility Guidance offered by our peer authorizer, the Massachusetts Department of Elementary and Secondary Education: <http://www.doe.mass.edu/nmg/MakingAccessibleDocuments.pdf> and <http://www.doe.mass.edu/nmg/accessibility.html>.

Applicants MUST submit amendment requests electronically in Epicenter, the statewide document management center for school submissions to the State Public Charter School Authority. All documents, other than budget documents and data submissions better suited to Excel, must be submitted as PDF documents. All PDF documents, other than those individual pages containing signatures or facilities documentation, must be submitted as converted (not scanned) documents.

## Section VIII: Attachments for Applications

- 1) A letter (1-3 pages) approved and submitted by the governing body of the charter school clearly summarizing and explaining the RFA and the contract changes being requested, submitted with documentation (meeting minutes) showing the request was approved and submitted by the governing board of the charter school following a public meeting held pursuant to chapter 241 of NRS.
- 2) Letters of Community Support/Partnership
  - a) May be scanned to PDF.
- 3) School and network leadership team job descriptions
- 4) Resumes for proposed school leader
  - a) For RFAs where a new school leader would be installed
- 5) Student achievement data with NSPF rankings
  - a) For the greater of the prior three, two, or one year(s), if available.
- 6) Competencies used for school leader selection
  - a) For RFAs where a new school leader would be installed
- 7) Regional Director resume or job description
  - a) Where applicable
- 8) CMO/Local Network organizational charts
  - a) Where CMOs/EMOs are or will be involved
- 9) New Board Member Information Sheets
  - a) For any current board members new since the opening or the last prior RFA
- 10) Incubation Year Planning Table
  - a) For expansions into new facilities
- 11) EMO agreement documentation
  - a) If school will contract with a non-profit or for-profit EMO for additional services or
  - b) This expansion will result in additional payments to an existing EMO
  - c) OR an assurance that the school is not contracting with an EMO
- 12) Operational execution plan
- 13) Budget narrative
  - a) Include a description of planned/projected changes to enrollments with resulting budget impacts to revenues and expenses.
- 14) Financial Plan
  - a) Submit working Excel model showing budgeted new/marginal/additional revenue and expense changes contemplated from proposed changes as well as impacts on surplus/deficits and statement of position
  - b) Include copy of most recent annual budget submitted
- 15) Local Network Budget
  - a) Where applicable

- 16) For schools which replicate an EMO or CMO model from another state which do not yet have Nevada performance data:
- a) School performance data sheet and data from network's internal assessments demonstrating that the Nevada school is performing at a level similar to schools in other geographies.
  - b) Historical financial documents for the entity including
    - i) audited financial records for the entity and,
    - ii) if any of the schools operated by the management organization are technically separate entities,
      - (1) audited financials for each such school as well as any other campus by campus financial evaluations conducted by charter school authorizers.
  - c) At least three years of school financial audits are required for any school operating for three years or longer. This may be provided in the format of your choosing.
- 17) School Data Worksheet

## Section IX: Elements of Successful RFAs

Successful amendment requests demonstrate the following characteristics:

Domain	Criteria
<b>Organizational and Governance Accountability</b>	Strong Governing Team that Significantly Exceeds Statutory Minimum Criteria with Proven Track Record of Transparently and Accountably Governing a Multi-Million Dollar Public Entity
<b>Leadership</b>	School and Network Leaders with Exemplary Track Record of Academic and Operating Results with Similar Model/Population  Strong Operating Team with Proven Track Record of Transparently and Accountably Operating a Multi-Million Dollar Public Entity
<b>Academic Accountability</b>	Proven School Model With Proven Track Record of Producing 4/5 Star Results with Target Population
<b>Fiscal Accountability</b>	Strong School and Network Financial Model With Proven Track Record of Increasing Annual Fund Balances <sup>3</sup>  Track Record of Clean Audits
<b>Business Relationships</b>	Transparent and Appropriate Client/Vendor Relationship with Any Identified Service Providers

<sup>3</sup> Such fund balance increases are intended to track free cash on hand, and should be exclusive of any capital refresh, expansion, or bond-mandated reserves budgeted for and maintained by the school.

## Section X: General Requirements Section

### A) EXECUTIVE SUMMARY

*4 Pages or less per RFA*

Provide a brief overview of your school, including:

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

Sports Leadership and Management Academy (SLAM) of Nevada is a public charter school, currently serving grades 6-12. The school is located at: 1095 Fielders Street, Henderson, NV 89011.

The school first opened its doors in August 2016 to a diverse community of students in the urban corridor of Henderson, Nevada and has grown to a current enrollment of 1,038 students.

The school is currently led by Principal Dan Triana and is governed by a 7-member Board of Directors. Currently, the SLAM Board of Directors is actively seeking to fill one empty seat.

2. Statement and overview of the mission and vision

**Mission:** The mission of Sports Leadership and Management Academy of Nevada (SLAM) is to prepare students for postsecondary studies and careers through an engaging educational program emphasizing sports leadership and management career preparation.

**Vision:** The vision of SLAM is to provide viable innovative educational choices for students ultimately yielding college-bound and career-oriented graduates. SLAM students will develop advanced skills through unique, hands-on experience, utilizing community partnerships, innovative ideas, and state-of-the-art technologies essential for students to become successful scholars, professionals, and future leaders. SLAM students will thrive as contributing members of our local and global community.

3. Specific statement of the request

(Example:) "The Board of the above named charter school, operating under a current contract with a start date of July 1, 2016 and a six-year expiration date of June 30 2022 requests that the SPCSA approve this request to amend its charter school contract with the SPCSA regarding the following (check all that apply):

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

(See full list above of RFA amendment types)

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

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

#### 3. Enrollment: Expand enrollment in existing grades and facilities

SLAM Academy of Nevada (SLAM) is seeking approval from the Nevada State Public Charter School Authority to amend its current charter to allow the expansion of its enrollment in existing grade levels from 1,096 (during the 2019-20 school year) to 1,243 students during the 2020-21 school year.

#### 4. Enrollment: Expand enrollment in new grade levels

SLAM is requesting to expand the charter to include grades K-5.

#### 6. Facilities: Acquire or construct a new or additional facility that will not affect approved enrollment

The purchasing options have opened up in SLAM Academy of Nevada's lease, which now allow the school to exit the 2-3% escalators of their current lease and enter into a fair interest rate for the next 30 years in the bond market.

#### 5. Description of proposed target model and target communities

SLAM's target model provides a unique and viable educational choice, which will ultimately yield college bound and career-oriented graduates.

Currently, the school serves a diverse student population where approximately 55% of the student population identify as Hispanic/Latino, 22% as White, 13% as Black/African-American, and 5% as Two or More in middle and high school grade levels.

With the proposed expansion into elementary grades (Kindergarten through 5<sup>th</sup> Grade) SLAM will market to elementary grade students and families from its target population in the southeastern region of the Las Vegas Valley.

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

SLAM hopes to be approved for the addition of elementary grade levels, permission to purchase the property and facilities through the bond market and expand its existing enrollment beyond 10%.

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

SLAM's educational model is derived from research-based strategies proven successful in raising student achievement nationwide. The program is based on the "career academy" concept and grounded on the philosophy of the three R's: Rigor, Relevance, and Relationships. The three R's represent the essential components that must be in place to effectively prepare students for the demands of the 21st Century. Attributed to the work of Dr. Bill Daggett<sup>4</sup>, the three R's model has been linked by research to higher attendance and graduation rates, stronger test scores, and safer schools. A study conducted in 2008 by the University of California's Linguistic Minority Research Institute states, "poor academic achievement, as early as elementary school, is one of the strongest predictors of dropping out." Students in grades K-5 will develop a foundation to think critically and apply knowledge across disciplines. Sports will be used as the hook to engage students and develop their love for learning. There will be an emphasis on sports science in the STEM fields through STEM project-based learning courses as well as a computer science course. Through this unique curriculum, students will have opportunities to engage in both predictable and unpredictable real-world situations, which ensures relevance. Students will be empowered to create positive relationships with peers, parents, teachers, and community mentors. This provides a framework for a seamless transition to middle school, high school and beyond, ultimately producing career-oriented graduates.

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

SLAM's Principal, Dan Triana is uniquely qualified to lead the school's addition of elementary grade levels. His past experience at several Clark County School District Alternative Education programs and multiple at-risk high schools in the Las Vegas Valley matched with his passion for helping students realize their potential provide the exact type of leadership necessary to connect with the students SLAM hopes to attract. Moreover, SLAM's Governing Board consists of highly respected community members. Members include two prominent attorneys, experienced educators, including former and current school leaders, instructors with TESL certification, and educators with a vast background in physical education and athletic coaching experience. SLAM's ability to effectively serve its students will be further bolstered by its partnership with the original SLAM school in Miami-Dade County, Florida. SLAM NV is replicating SLAM Miami's model that has already produced highly effective results with low-income, diverse populations.

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<sup>4</sup> <http://www.leadered.com/our-philosophy/rigor-relevance-framework.php>



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

At the local level, SLAM has established the following partnerships:

- University of Nevada, Las Vegas (UNLV)
- College of Southern Nevada (CSN)
- Vegas Golden Knights
- PIMA Medical Institute
- Centennial Hills Physical Therapy
- Desert Springs Physical Therapy
- Boys and Girls Club
- Young Men's Christian Association (YMCA)
- Desert Orthopedic Center
- PGA
- Boxing and Ultimate Fighting Championship (UFC)
- Desert Radiology

On a wider scale, SLAM has also created or is seeking to create, the following national partnerships through their affiliation with SLAM, Inc. in Florida:

- National SLAM Foundation – Providing professional development for teacher and staff, access to mentors and SLAMified lessons. The SLAM Foundation will provide access for SLAM NV to the following SLAM partners through MOUs in place with the SLAM Foundation:
  - XM Sirius Radio – The SLAM Foundation has its own XM radio station run by broadcasting students at SLAM Miami headquarters. The station allows for all SLAM schools to participate in the day-to-day operations and broadcasting. This is a key component for the Sports Broadcasting Academy and it unites all SLAM Broadcasting Academies across the nation. (At SLAMNV, this falls under the Sports Marketing and Entertainment Media Academy). Currently, the station serves as a major internship component for broadcasting students at SLAM.
- NASCAR / Hendricks Motorsports: Assists with STEM initiatives using the sport of racing as the foundation for activities.
- NBA Cares Foundation - Brings athletes and mentors to speak at SLAM Schools and participate in extracurricular activities with students.
- GOOGLE - SLAM has an afterschool Science club which teaches 6th graders to code while creating their favorite fashion, music and sports video games; working with GOOGLE engineers to implement afterschool programs for SLAMNV.
- GALLUP - Uses Gallup's Principal and Teacher Insight assessments as part of the hiring and recruitment process.

### ***NOTE***

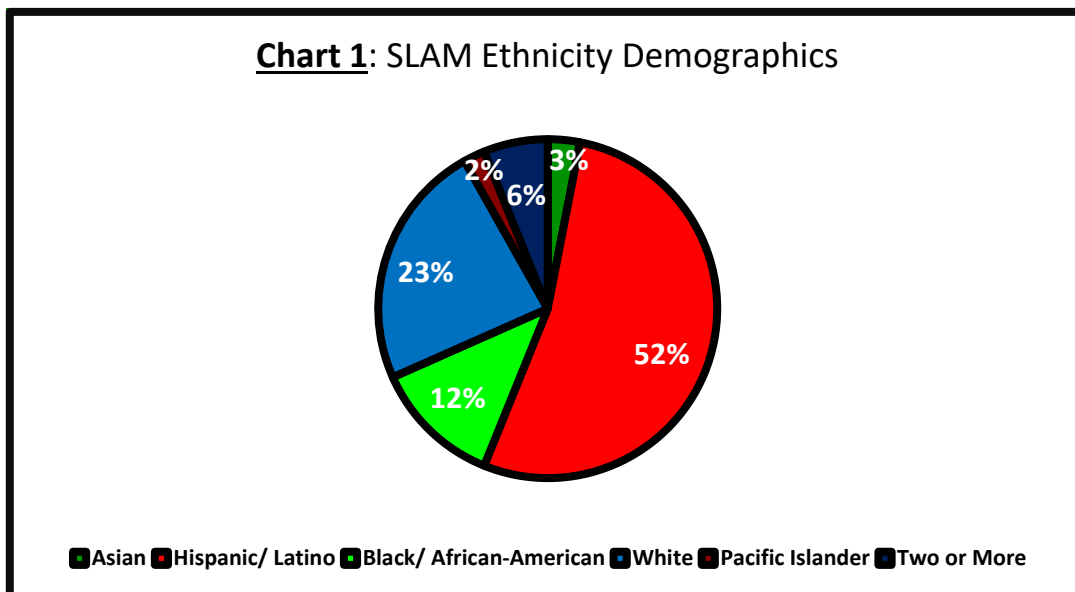
1. **For all remaining General Requirements Sections:** Complete and submit all RFAs by answering remaining General Requirements Section questions.
2. **Indicate “No change” for any below requested response that has not changed from your charter school contract.**
3. **Indicate “N/A” for any below requested response in this General Requirements Section that is not applicable to your request. Applicants do not need to respond “N/A” to any Specific Requirements RFA section for which they are not applying.**

## **B) MEETING THE NEED**

### **TARGETED PLAN**

- (1) Identify the community you wish to serve as a result of the expansion or RFA and describe your interest in serving this specific community.

Sports Leadership and Management Academy of Nevada (SLAM) first opened its doors in August 2016 to a diverse community of students in the urban corridor of Henderson, Nevada. During its first year of operation, the school welcomed approximately 500 students in grades 6th-9th. Now, in its fourth year of operation, the school currently serves approximately 1,038 students in 6<sup>th</sup>-12<sup>th</sup> grade. Currently, the school’s population is approximately 52% Hispanic/Latino, 23% White, 12% Black/African-American, and 6% Two or More. Additionally, 12% are English Language Learners (ELL), 12% are students with an Individualized Education Plan (IEP) and 65% are students who qualify for Free/Reduced Lunch (FRL) services.

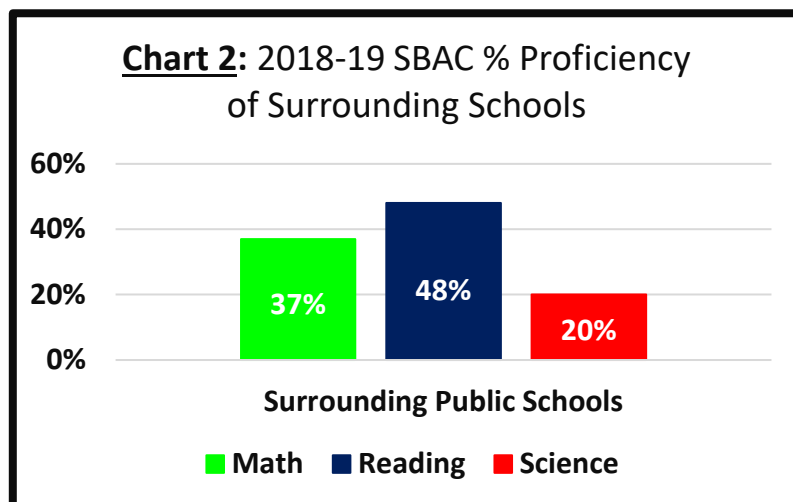


Given the expressed demand from parents and community members for an expansion to the elementary grades, SLAM’s Governing Board is requesting an amendment to the school’s existing charter to expand into elementary grade levels. SLAM intends to serve a similar population demographic, as described above, at the elementary level in their requested expansion to the elementary grade levels.

- (2) Explain how your expansion model or RFA, and the commitment to serve this population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.

SLAM’s target community, as briefly described in the previous question, is located in the southeast corner of the Las Vegas Valley. This region is home to several under-performing public schools at the elementary, middle, and high school level. Additionally, many of these schools demonstrate significant achievement gaps for minority student subgroups.

On average, less than half of all elementary-aged students attending public schools within a three-mile radius of SLAM Academy achieved “Proficiency” on the 2018-19 NV-CRT exam in any subject. Please see **Chart 2<sup>5</sup>** below:



Additionally, SLAM serves areas of “high need” as designated by the SPCSA’s *2019 Needs Assessment* report. Around 94% of students currently enrolled at SLAM reside in zip codes with “Identified Academic Need” from the SPCSA’s *District Snapshot*. These zip codes include 89002, 89011, 89014, 89015, 89030, 89031, 89032, 89074, 89081, 89084, 89101, 89102, 89103, 89104, 89106, 89107, 89108, 89110, 89115, 89119, 89120, 89121, 89122, 89123, 89129, 89130, 89141, 89142, 89147, 89148, 89156, 89169, 89178, and 89183.

In order to meet the need for quality education at the elementary level, SLAM will utilize its sports-themed curriculum as a hook to engage students in academically rigorous instruction. SLAM plans a transformative experience to increase student achievement while attracting students throughout the Las Vegas Valley seeking their unique choice option.

To produce college bound and career-oriented graduates, SLAM will deliver Rigor and Relevance while cultivating Relationships in its educational program. These attributes, incorporated in the specific instructional strategies in the academies, in addition to differentiated instructional techniques in the core curriculum, are the basis for SLAM achieving its mission. SLAM will actively seek and encourage both parental and community involvement in the school’s programs to foster relationships that empower students to continuously strive for academic and personal success. The program will promote higher levels of student engagement in the curriculum through mentoring opportunities, community service projects, career advisors and athletes as role models, allowing for students to build positive relationships with their peers, their teachers, and their community.

The requested expansion of enrollment in existing grade levels will not alter SLAM’s educational model or commitment to serve its target population and current student body.

## GROWTH RATE AND RATIONALE

- (1) Describe the school’s six-year growth plan for developing new schools in Nevada and other states. Please describe the proposed scope of growth over the next 6 years, including both the schools that the campuses the school has already been approved to open, those it is currently applying to open and any additional campuses that it anticipates applying to open in the next six years (number of campuses, locations, proposed six-year enrollment projections, and grade configuration/type of schools).

Sports Leadership and Management Academy of Nevada (SLAM) first opened its doors in August 2016 to a diverse community of students in the urban corridor of Henderson, Nevada. During its first year of operation, the school welcomed approximately 500 students in grades 6th-9th. Now, in its fourth year of operation, the school currently serves approximately 1,038 students in 6<sup>th</sup>-12<sup>th</sup> grade.

<sup>5</sup> Nevada Report Card. *Data Portal*. <http://nevadareportcard.nv.gov>. Last accessed September 2019.

Recently, it has become the intent of our Governing Board of Directors to establish an elementary school educational experience for the younger siblings of currently enrolled students as well as additional elementary-aged students in our target community. Establishing a new SLAM campus with elementary school grades would not only provide families an opportunity to benefit from SLAM's unique educational model at the elementary level, but it would also create greater unity and outcomes for all students attending the school, as it will provide earlier exposure to the school's rigorous culture and educational model. As students at the elementary grades acclimate to the school's unique culture, they will be better prepared for academic success and outcomes at the middle and high school grade levels where they can focus more on academic achievement, rather than having to simultaneously acculturate and perform well academically by beginning at the upper school levels.

- a. Provide a rationale for the proposed six-year growth plan; for example, how the school determined the appropriate pace and scope of the proposed growth and why the school is well-positioned to implement the growth plan. If locating in a new community within your present county of location or a new county within Nevada, please explain the rationale for the geographic expansion. If planning to operate new campuses in other states, please explain the rationale for that expansion.

SLAM's Governing Board is targeting a community that needs greater school choice at the elementary level. SLAM will grow at the proposed pace with the understanding of the high demand for their services in their target area. Furthermore, SLAM is committed to offering all their students an excellent school experience from Kindergarten-12<sup>th</sup> Grade.

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

Examples may include:

- a. Inability to secure facilities/facilities financing;

The owner of the property and facilities that SLAM leases already has plans to construct an additional phase of the building on a portion of unused property at the same address. This phase of construction was already contemplated as SLAM was initially approved for 1600 students which the first phase of construction cannot hold. However, when first contemplated, it was intended to hold part of the 6<sup>th</sup> through 12<sup>th</sup> grade population already approved in the charter contract. SLAM is located at 1095 Fielders St., Henderson, NV 89015. The undeveloped portion of the lot for the proposed elementary site sits adjacent to the existing upper school building, or just south of the campus. See **Image 1** below:

**Image 1:** SLAM Elementary Site



SLAM used Nevada Sports Properties, LLC to build its upper school campus and anticipates this relationship will continue on to serve as the financing option for the proposed elementary building. SLAM will also consider other financing solutions to give the school the best financial outcome possible.

b. Difficulty raising philanthropic funding;

SLAM does not rely on philanthropic funding for the operation of its school; therefore, difficulties in raising donor funds do not pose a risk to SLAM. Additionally, SLAM does engage in strategic fundraisers designed to provide additional resources to its students beyond what is allocated in its budgets. For example, SLAM Academy was awarded approximately \$112,552.41 in grant funds during the 2018 calendar year alone.

c. Insufficient talent pipeline/difficulty recruiting faculty;

To recruit highly qualified and successful teachers, SLAM will:

- 1) Recruit teachers through the Nevada Department of Education and teacher recruitment websites such as Teacher to Teacher;
- 2) Seek to partner with community organizations to recruit teachers that are familiar with sports, sports medicine, sports journalism, and sports leadership and management;
- 3) Seek to partner with Teach for America for the provision of a limited number of licensed staff (recognizing that Teach for America staff are on a short term commitment to the profession, the number of staff sought through this program will most likely be limited to avoid constant turnover);
- 4) Join with SLAM Inc.'s schools in recruiting qualified licensed staff through the Spanish Consulate's Visiting Teachers Program, which provides highly skilled instructors;
- 5) Place advertisements in local publications; and
- 6) Coordinate efforts to partner with postsecondary educational institutions to serve as host school for interns, whenever possible (as a means to train and recruit potential future staff). Recruitment efforts will also include advertisements in local newspapers and on the school's website, presentations and fliers at local universities, school job fairs, and via word of mouth.

Teacher retention will be a focus and responsibility of both the board and the school administrator. Teachers will be paid salaries commensurate with their experience and comparable to the local school district. A competitive benefits program will be offered to teachers and staff to ensure their retention and employment satisfaction.



Teacher's input will be valued. Accordingly, they will be provided opportunities for shared decision making with the school principal. All faculty and staff members employed by the school will possess the personal characteristics, knowledge base of, and belief in the educational and curriculum design as described in this proposal, as well as an ability and motivation to work as part of a team with parental involvement.

d. Insufficient leadership pipeline/difficulty recruiting school leaders;

Using similar means to those described in the previous question above, SLAM will recruit both within and outside their system to provide quality leaders for the new elementary campus. The Governing Board of SLAM Academy of Nevada appointed Mr. Daniel Triana as Lead Principal to oversee all school administration and operations for both the middle and high schools already in operation as well as the newly proposed elementary grade levels. Principal Triana will work with other SLAM administration personnel to make sure that the Assistant Principals, Lead Teachers, and teachers are being prepared to take leadership roles within SLAM Academy of Nevada. SLAM will also utilize the Doral Leadership Institute<sup>6</sup> as an additional resource in identifying quality school leaders.

e. Misalignment between the founding school and leader and new campuses and leaders, and;

SLAM Academy's Board will guide all principals and school leaders to ensure that the new elementary campus stays true to SLAM's vision and mission. Furthermore, the Board conducts annual performance reviews of both the middle and high school grades and will continue to do so for the newly proposed elementary grades. From these reviews, the Board will monitor the progress being made at each level and hold the school leaders and principals accountable for ensuring their respective campuses are meeting SLAM Academy of Nevada's mission and vision.

f. Ambiguous student performance outcomes and the need to curtail expansion if performance drops.

SLAM has gone to great lengths to develop performance metrics that adequately and reliably detail student performance and will implement these same metrics at the elementary level. The Board will employ user-friendly performance dashboards at meetings and will receive academic performance updates for each school level (elementary, middle, high).

Furthermore, SLAM has implemented a curriculum that is designed to ensure academic growth for all students including those in general education, special education, as well as educationally disadvantaged students. With these measures in place, SLAM is confident that its students will maintain year-over-year academic growth; thus, precluding the need to curtail expansion due to inadequate student performance.

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

During its second year of operation, SLAM Academy experienced a decline in student performance. The NSPF awarded the school a 2 Star rating as opposed to a 3 Star it earned the previous year. The leadership team took a closer look at the data and determined that the students, especially those within the various subgroups, did not experience much growth in their ELA (1% growth) and math (5% growth) courses. The iReady assessments were being used, however, without much fidelity.

Leading into the school's third year, the leadership team created a plan to address the deficiencies discovered through a careful review of the academic supports needed to help raise student growth. Students participated in benchmark assessments to determine their strengths and weaknesses. The leadership team built into the school schedule 45 minutes extra of instruction and after school supports. With those extra minutes, intensive math and reading courses were built into students' schedules, USA Test Prep bell ringer questions/problems were added at the beginning of each class for students to answer and complete and Achieve 3000 was made available for students needing extra language supports. Data folders were created and used throughout the quarters and maintained by students, which contained

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<sup>6</sup> The Doral Leadership Institute is a comprehensive leadership program designed to prepare educators to become instructional leaders.



WiDA, iReady, and SBAC scores which were analyzed more closely with interventions created and monthly check-ups to help move students along more readily. The leadership team also recognized students needed more time in the core classes. As a result, elective courses were replaced by intensive math and ELA classes with targeted interventions used based upon iReady data collected week to week as teachers progressed monitored students' understanding of specific skills. In order to carry this out, 14 teachers sold their preparation periods in order to offer these remedial and intensive courses. Additionally, an administrator was hired to oversee the EL and Zoom programs. To help motivate students to achieve at a greater rate, incentives such as field trips were sponsored and carried out throughout the school year. When students were caught up and refocused on achievement, they were permitted to return to their original elective courses.

Currently, the school has dedicated math and reading intervention teachers who are licensed in those specific content areas and has two instructional coaches to help support teachers as they collaborate on lesson plans, evaluate assessment data, and create additional supports to target specific interventions.

SLAM Academy earned a 3 Star rating from the State for the 2018-19 school year. Although this is a fair score, we are not satisfied with the results of our efforts. We still need to fine tune our approach in order for our students to experience greater growth in their ELA and math courses. The priorities established to drive achievement will be to utilize the iReady assessment as it was designed to be implemented. It will be scheduled as part of our day-to-day operations with built-in time to carefully analyze the results. Instruction will be designed with these results in mind and additional supports will be created more plentifully. PLCs will be instituted in order to have productive dialogue among the instructional staff with specific conversations centered around student growth in ELA and mathematics.

## **PARENT AND COMMUNITY INVOLVEMENT**

- (1) Describe the role to date of any parents, neighborhood, and/or community members involved in the proposed expansion of the school.

SLAM will actively seek and encourage both parental and community involvement in the school's programs to foster relationships that empower students to continuously strive for academic and personal success. The program will promote higher levels of student engagement in the curriculum through mentoring opportunities, community service projects, career advisors and athletes as role models, allowing for students to build positive relationships with their peers, their teachers, and their community.

- (2) Describe how you will engage parents, neighborhood, and community members from the time that the application is approved through the opening of the new campus(es) or grade levels. What specific strategies will be implemented to establish buy-in and to learn parent priorities and concerns during the transition process and post opening?

SLAM will use multiple modes of marketing to ensure that all families are informed of this educational option. Their grassroots marketing campaign includes: school website, social media such as Facebook, flyers, direct mailers, advertisements in varying English and Spanish media, building relationships with community groups, and a "door to door" approach. SLAM will post flyers in local public facilities such as the post office, community centers and other locations of public access. The goal is to reach parents by using various means of information delivery. Promotional flyers and/or postcards will be distributed via direct mail and/or directly to community groups and churches to ensure that harder-to-reach families are aware of the school and their eligibility to apply for enrollment.

To engage parents and other community members through the application approval process, SLAM will set up several community meetings at the school where parents and students can learn of the proposed expansion and what this can mean for them.

Additionally, SLAM's Governing Board has been building relationships with community groups and organizations wherein they can share information regarding the expansion at open forums events. Some of these groups and organizations include community centers, parks, and libraries, among others, and will be held to inform the public about its new elementary school expansion and its offerings.

- (3) Describe how you will engage parents in the life of the expanded school (in addition to any proposed governance roles). Explain the plan for building family-school partnerships that strengthen support for

learning and encourage parental involvement. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents.

While parental involvement is never required at SLAM, faculty and staff will also continue to encourage parental engagement through:

- Quarterly Parent/Teacher Conferences: hosted in the evenings at the school where parents can discuss topics that affect their children's educational progress.
- Open houses, Career Fairs, Family Day: events held yearly to recruit new students, maintain communication and involvement between the School and the surrounding community.
- PTO: Parent Teacher Organization coordinates extra-curricular events involving the community. Through the PTO and other such committees, parent and community members will also be able to partake in the school's decision-making process. The school plans to provide parent workshops on education-related topics, such as decision-making regarding school performance and student assessment needs.

There are also parent representatives on the Board and on the Board's Academic Committee. The purpose of the Academic Committee shall be to review school data, ensure academic expectations and goals are being met, and provide insight to instructional activities that meet specific needs of the students. In addition, the public, especially parents, are notified of Board meetings and may be active participants at the Board meeting by providing public comment and bringing relevant matters to the Board's attention.

- (4) Discuss the community resources that will be available to students and parents at the expanded school. Describe any new strategic partnerships the expanded school will have with community organizations, businesses, or other educational institutions that are part of the school's core mission, vision, and program other than dual-credit partners discussed in subsequent sections. Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities. Include, as an **Attachment** \_\_, existing evidence of support from new community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.

The school's educational model (The R's framework), along with a standard-based curriculum aligned to the Nevada Academic Content Standards (NVACS) and national best practices, will prepare students to think critically and apply knowledge across disciplines, and in real world situations. SLAM's unique program intends to provide an innovative educational option that sets high academic standards for all students, engages and enables them to succeed through real world application initiatives, and empowers them through relationships with school and community mentors. Through this motivating program, students at SLAM benefit from a rigorous curriculum, allowing them to understand their own unique learning styles, evaluate their post-secondary and career interests, and enable them to make informed decisions about their future.

Since its inception, SLAM has understood the importance of community engagement and actively seeks parental and neighborhood involvement in the school's programs and activities. Underlying these efforts is SLAM's objective to foster relationships, which will empower students, to continuously strive towards both academic and personal success.

At the local level, SLAM has established the following partnerships in order to help achieve this objective:

- University of Nevada, Las Vegas (UNLV)
- College of Southern Nevada (CSN)
- Vegas Golden Knights
- PIMA Medical Institute
- Centennial Hills Physical Therapy
- Desert Springs Physical Therapy
- Boys and Girls Club
- Young Men's Christian Association (YMCA)
- Desert Orthopedic Center
- PGA
- Boxing and Ultimate Fighting Championship (UFC)
- Desert Radiology

On a wider scale, SLAM has also created or is seeking to create, the following national partnerships through their affiliation with SLAM, Inc. in Florida:

- National SLAM Foundation – Providing professional development for teacher and staff, access to mentors and SLAMified lessons. The SLAM Foundation will provide access for SLAM NV to the following SLAM partners through MOUs in place with the SLAM Foundation:
  - XM Sirius Radio – The SLAM Foundation has its own XM radio station run by broadcasting students at SLAM Miami headquarters. The station allows for all SLAM schools to participate in the day-to-day operations and broadcasting. This is a key component for the Sports Broadcasting Academy and it unites all SLAM Broadcasting Academies across the nation. (At SLAMNV, this falls under the Sports Marketing and Entertainment Media Academy). Currently, the station serves as a major internship component for broadcasting students at SLAM.
  - NASCAR / Hendricks Motorsports: Assists with STEM initiatives using the sport of racing as the foundation for activities.
  - NBA Cares Foundation - Brings athletes and mentors to speak at SLAM Schools and participate in extracurricular activities with students.
  - GOOGLE - SLAM has an afterschool Science club which teaches 6th graders to code while creating their favorite fashion, music and sports video games; working with GOOGLE engineers to implement afterschool programs for SLAMNV.
  - GALLUP - Uses Gallup's Principal and Teacher Insight assessments as part of the hiring and recruitment process.

Furthermore, SLAM will also continue to work extensively with its affiliate schools in Florida to improve academic outcomes for their ELL student population. With over 20 years of experience and proven results with ELL student populations, these SLAM-affiliate schools offer valuable best practices and supports to the school.

Community Colleges and Universities will also continue to work with students to continue develop opportunities, provide professional development to teachers, and provide guidance for SLAM's Advisory Committee. SLAM's Advisory Committee is committed to meeting at least three times per year and will continue to offer feedback in grant program activities, initiatives, interventions, and coursework. The committee will advise and guide the comprehensive school-wide programming so that students are provided with the right skills in demand by industry that will lead to success in postsecondary education and secure employment and eliminate language barriers to academic achievement.

- (5) Describe the school's ties to and/or knowledge of the target community. How has the school learned from and engaged with this community to date? What initiatives and/or strategies will you implement to learn from and engage the neighborhood, community, and broader city/county?

SLAM is an established and respected component of the southeastern Las Vegas community. Having operated in this region since 2016, SLAM understands the central role a school plays in a neighborhood. As previously mentioned, SLAM has established partnerships with the following community organizations and businesses: University of Nevada, Las Vegas (UNLV), College of Southern Nevada (CSN), Vegas Golden Knights, PIMA, Medical Institute, Centennial Hills Physical Therapy, Desert Springs Physical Therapy, Boys and Girls Club, Young Men's Christian Association (YMCA), Desert Orthopedic Center, PGA, Boxing and Ultimate Fighting Championship (UFC), Desert Radiology.

Furthermore, SLAM's Governing Board consists of highly respected community members. Members include two prominent attorneys, experienced educators, including former and current school leaders, instructors with TESL certification, and educators with a vast background in physical education and athletic coaching experience.

- (6) Identify any organizations, agencies, or consultants that are partners in planning and expanding the school, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school's development. If the school is new to this county, describe how your previous work has prepared you to establish relationships and supports in this new community.

SLAM Academy of Nevada's Board has partnered with SLAM, Inc. (the replicated school model and partner) and Academica Nevada (the Educational Management Organization) for the planning and establishment of SLAM's

elementary school. SLAM, Inc. and Academica Nevada's roles are further described throughout the application's Academic Plan, Operational Plan, and Financial Plan.

## **C) ACADEMIC PLAN**

The requested expansion of enrollment in existing grade levels will not affect SLAM's current Academic Plan.

### **MISSION & VISION**

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

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

No change.

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

No change.

### **CURRICULUM & INSTRUCTIONAL DESIGN**

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

#### **(1) Historical Performance**




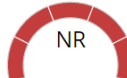
- (a) **Performance Data:** schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority's eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar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

*SLAM-A Proven Model*—In 2013, SLAM Academy (Miami) opened its doors in Miami’s urban core. This innovative, tuition-free public charter school became a beacon of hope for neighborhood kids by serving over 1,000 students in grades 6 through 12. At SLAM Miami, students are defeating these odds. SLAM is transforming the lives of its students by closing the achievement gap and increasing the level of education, especially for minority and economically disadvantaged students. The student body is 96% minority, comprised of 86.4% Hispanic, 9.6% Black, 3.5% White, and .5% other. Eighty-seven percent (87%) of students at SLAM receive free and/or reduced price lunch—often a measure of poverty.

SLAM is graduating these student populations at much higher rates than the surrounding district in Miami and the state of Florida. SLAM’s graduation rate of 92.4% exceeds District and State averages in Florida. In 2016, 96% of SLAM graduates matriculated to 2-year/4-year college or universities and one percent selected work, military service, or a technical instruction.

SLAM Academy of Nevada is following the same principles and methodology found in the SLAM Florida schools. With continued focus on academics and student growth, SLAM Academy of Nevada will see continued results as seen in our affiliate schools.

#### Nevada School Performance Framework

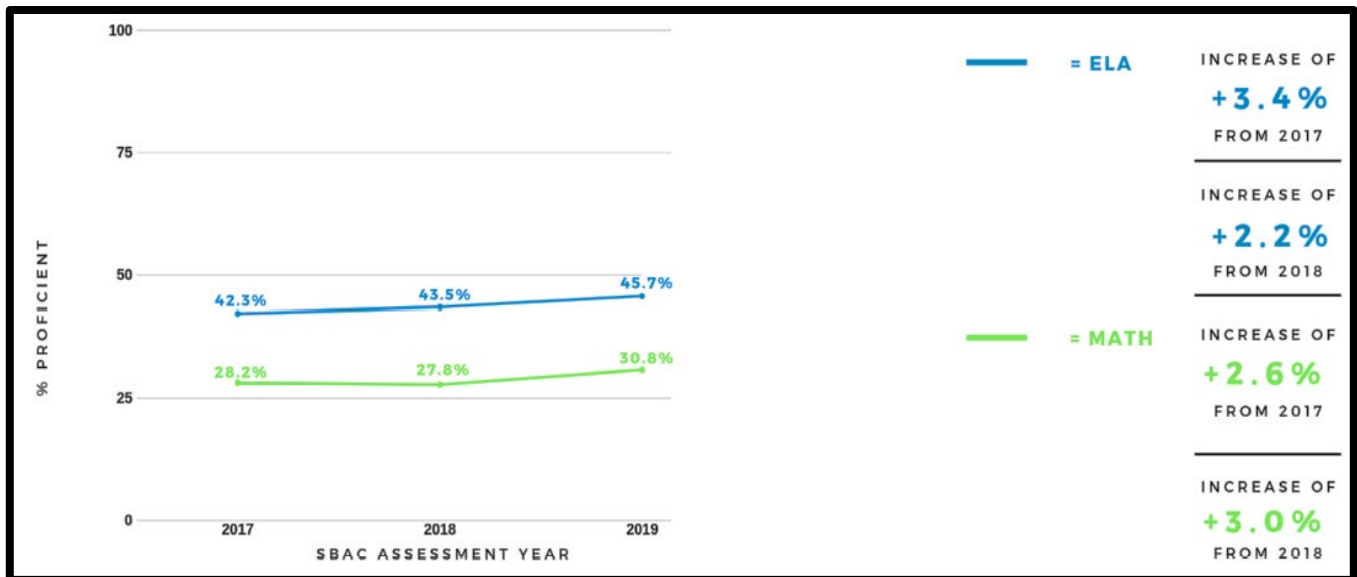
	SLAM Academy Middle School Star Rating	SLAM Academy High School Star Rating
2018-19	 Index Score: 68 Star Rating: 3 Star	 Index Score: 70 Star Rating: Not rated*
2017-18	 Index Score: 47.5 Star Rating: 2 Star	 Index Score: 72 Star Rating: Not rated*

\*Because the school opened in 2016, there is no prior data. In addition, SLAM will have its first graduating class in 2020; therefore, there is no high school star rating assigned to the school.

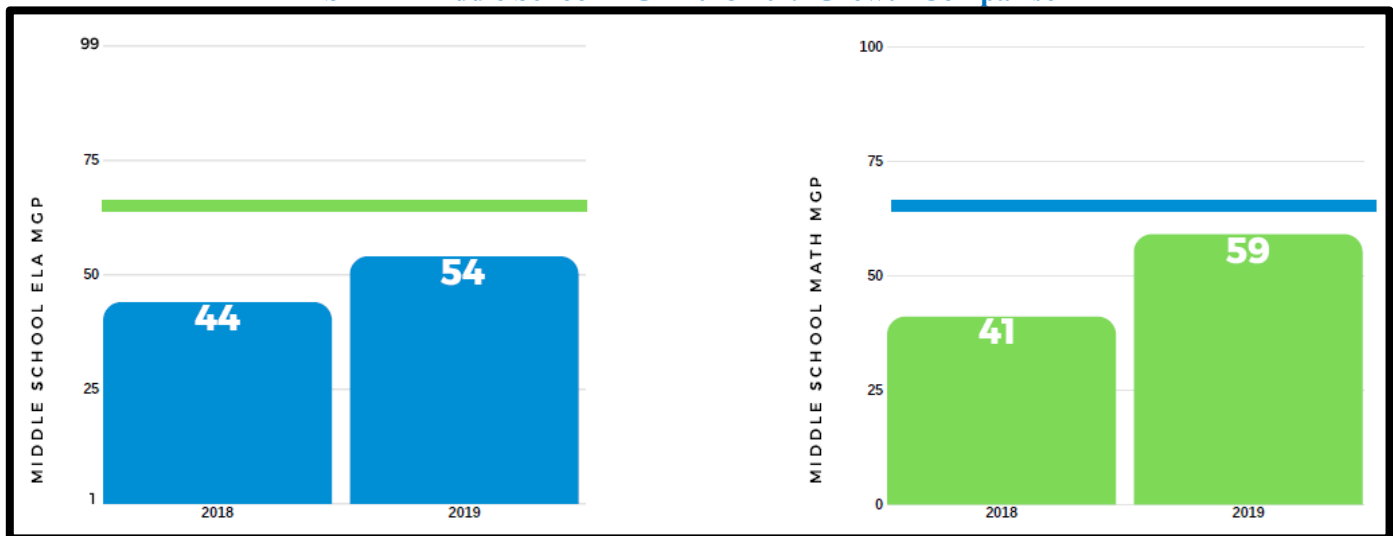
Below is our interpretation of the SLAM Academy’s most recent academic performance metrics based on 2019 SBAC exams.

- SLAM MS increased in their overall index score by an impressive 20.5% in a single school year
- Overall middle school ELA proficiency increased by 2.2%
- Overall middle school Math proficiency increased by 3%
- The ELA growth median (MGP) went from a 44 in 2018 to a 54 in 2019. The result of improved growth was a reduction in the ELA opportunity gap by an additional 4.5% from the previous year.
- The Mathematics growth median (MGP) went from a 41 in 2018 to a 59 in 2019. The result of improved growth was a reduction in the Mathematics opportunity gap by an additional 8% from the previous year.
- Between 2018 and 2019, the percentage of students who successfully met their individual growth targets (as determined by the state AGP) increased by 6.9% in Math and 4% in ELA.
- One of SLAM's most commendable achievements in the results achieved in supporting their English Learners. In 2018, 22.2% of SLAM's English Learners were meeting their individual growth targets (as determined by the WiDA assessment). This more than doubled in 2019 with 51.7% of their English Learners meeting their targets (a measure which earned SLAM full points on the 2019 NSPF. This also significantly exceeds the District Average (SPCSA) which is 38.3%.
- English Learner performance was replicated in their High School results where 58% SLAM HS English learners achieved their individual growth targets, also significantly exceeding the District rate of 24.3%.

#### SLAM Middle School Academic Achievement Summary 2017-2019

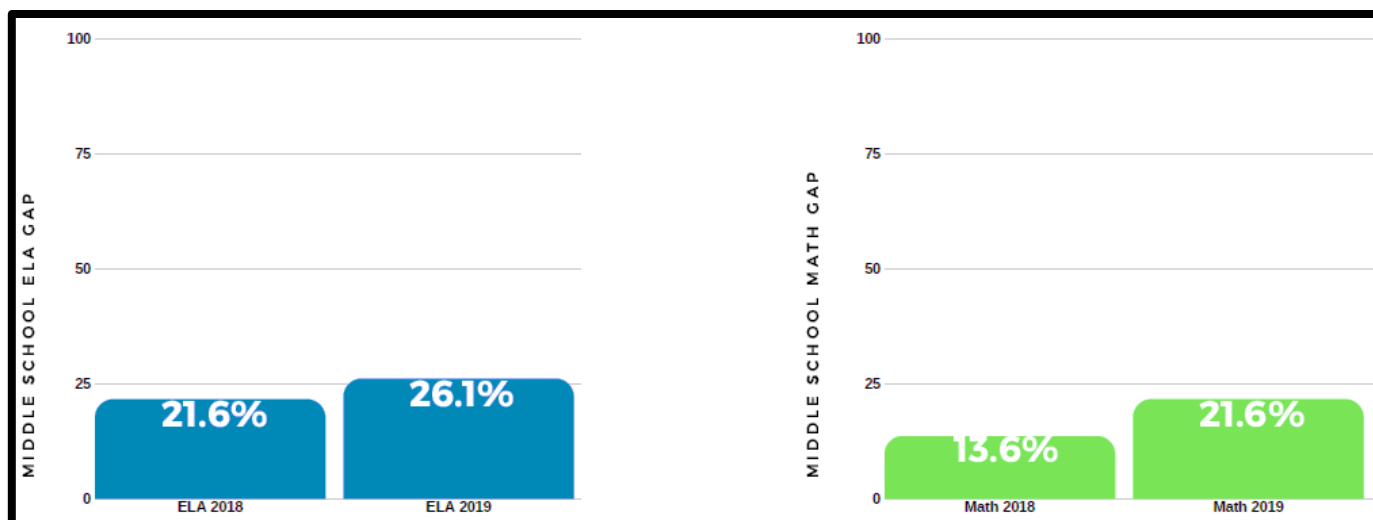


### SLAM Middle School MGP 2018-2019 Growth Comparison



### SLAM Middle School AGP 2018-2019 Growth Comparison





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

During the second year of operation, SLAM Academy experienced a decline in student performance. The NSPF awarded the school a 2 Star rating as opposed to a 3 Star it earned the previous year. The leadership team took a closer look at the data and determined that the students, especially those within the various subgroups, did not experience much growth in their ELA (1% growth) and math (5% growth) courses. The iReady assessments were being used, however, the data was not being analyzed closely and instruction through iReady was limited.

Leading into the school's third year, the leadership team created a plan to address the deficiencies discovered through a careful review of the academic supports needed to help raise student growth. Students participated in benchmark assessments to determine their strengths and weaknesses. The leadership team built into the school schedule 45 minutes extra of instruction and after school supports. With those extra minutes, intensive math and reading courses were built into students' schedules, USA Test Prep bell ringer questions/problems were added at the beginning of each class for students to answer and complete and Achieve 3000 was made available for students needing extra language supports. Data folders were created and used throughout the quarters and maintained by students which contained WiDA, iReady, and SBAC scores which were analyzed more closely with interventions created and monthly check-ups to help move students along more readily. The leadership team also recognized students needed more time in the core classes. As a result, elective courses were replaced by intensive math and ELA classes with targeted interventions used based upon iReady data collected week to week as teachers progressed monitored students' understanding of specific skills. In order to carry this out, 14 teachers sold their preparation periods in order to offer these remedial and intensive courses. Additionally, an administrator was hired to oversee the EL and Zoom programs. To help motivate students to achieve at a greater rate, incentives such as field trips were sponsored and carried out throughout the school year. When students were caught up and refocused on achievement, they were permitted to return to their original elective courses.

Currently, the school has dedicated math and reading intervention teachers who are licensed in those specific content areas and has two instructional coaches to help support teachers as they collaborate on lesson plans, evaluate assessment data, and create additional supports to target specific interventions.

SLAM Academy earned a high 3 Star rating from the State for the 2018-19 school year. Although this is a fair score, we are not satisfied with the results of our efforts. We still need to fine tune our approach in order for our students to

experience greater growth in their ELA and math courses. The priorities established to drive achievement will be to utilize the iReady assessment as it was designed to be implemented. It will be scheduled as part of our day-to-day operations with built-in time to carefully analyze the results. Instruction will be designed with these results in mind and additional supports will be created more plentifully. PLCs will be instituted in order to have productive dialogue among the instructional staff with specific conversations centered around student growth in ELA and mathematics.

## (2) Academic Vision and Theory of Change

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

SLAM's educational model is derived from research-based strategies proven successful in raising student achievement nationwide. The program is based on the "career academy" concept and grounded on the philosophy of the three R's: Rigor, Relevance, and Relationships. The three R's represent the essential components that must be in place to effectively prepare students for the demands of the 21st Century. Attributed to the work of Dr. Bill Daggett<sup>7</sup>, the three R's model has been linked by research to higher attendance and graduation rates, stronger test scores, and safer schools.

*Campus Level Autonomies*—A study conducted in 2008 by the University of California's Linguistic Minority Research Institute states, "poor academic achievement, as early as elementary school, is one of the strongest predictors of dropping out." Students in grades K-5 will develop a foundation to think critically and apply knowledge across disciplines. Sports will be used as the hook to engage students and develop their love for learning. There will be an emphasis on sports science in the STEM fields through a STEM project-based learning courses as well as a computer science course.

Through this unique curriculum, students will have opportunities to engage in both predictable and unpredictable real world situations, which ensures relevance.

Students will be empowered to create positive relationships with peers, parents, teachers, and community mentors. This provides a framework for a seamless transition to middle school, high school, and beyond, producing career-oriented graduates.

## (3) Performance Management

- (a) **Measuring Progress:** Describe the school's approach to performance management across the network and with individual campuses, including the systems used to measure and evaluate both academic and non-academic performance of each site and of the network as a whole.
  - a. What performance management systems, processes, and benchmarks will the school use to formally assess this progress?

The School is accountable to all stakeholders (students, parents, community, et. al.) in its responsibility to provide a good education for all students. Thus, the School will participate in the statewide assessment program, and utilize state standardized assessment data and results to inform instruction, as well as formative assessments for monitoring progress towards and measure mastery of the Nevada Academic Content Standards.

**Baseline Achievement Data.** i-Ready Diagnostic screening will establish baseline at the beginning of the school year for ELA and mathematics. In addition, any available data from previous school year (e.g. coursework, report card grades, Standardized assessments results will help to form individual baseline. The baseline will allow teachers to plan for intervention and differentiation to remediate or enrich students' instruction and inform class placement.

**Interim/Progress Monitoring Assessments.** The proper use of data will enable each grade level and individual instructors to identify the strengths and weakness of each individual student or view the students' progression by class periods. The i-Ready Diagnostic will be administered 3 times per year (September, February, and May) to determine student needs and as an ongoing progress monitoring tool to determine whether students are on track to achieve end-

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<sup>7</sup> <http://www.leadered.com/our-philosophy/rigor-relevance-framework.php>

of-year targets in reading and mathematics in grades K-5. Results will be used to target instruction on the Nevada Academic Content Standards in ELA, Mathematics, Social Studies, and NGSS standards in Science. It is not just learning content and skills, but learning how students learn best. SLAM will incorporate multiple forms of assessments as means of progress monitoring throughout the year:

- *Mid-Year Assessments* (generated at the student, classroom, school level) will be administered, used for differentiation of instruction, progress reporting, and as a measure for revising future programming and achievement goals.
- *Teacher-generated quizzes and Assessments Rubric*
- *Textbook adopted assessments*
- *Quarterly Examinations, projects/investigations*
- *Portfolios and presentations and PBL rubrics*
- *Portfolios*: Allowing students to create their own portfolios allows them to play in active part in their assessment and develop their ability to reflect and self-criticize. Students will be able to compile a body of their work, noting their improvements and progress.
- *Observations*: Observing student behavior and their interactions with their peers is a crucial component of assessing their interpersonal skills as well as their ability to work in teams.
- *Parent/ Teacher Ratings*: Parent and teacher input on the student's progress will provide a more complete assessment of their attitude, motivation, and overall achievement.
- *Student Foldables*: Students will create a foldable to act as a reinforcement and study guide towards the assessments, while targeting the benchmarks that need improvements. Teachers will be able to use this hands-on activity as an alternative assessment tools to evaluate student progress or for students to evaluate their own progress, while providing a sense of student ownership in mastering the curriculum.
- *Bell Ringers/Exit Slips*: Teachers will identify the questions that students score the lowest on assessments and allow students to work on questions for 10-15 minutes of each class period either in the form of a bell-ringer or exit slip. Students will have a section in their folders labeled "bell ringers" where the questions will be stored and used as a reference prior to the SBAC's (grades 3-5) and Statewide Science Assessment (grade 5) creating a phenomenal resource for the students and teachers.

In addition, providing online skills assessment and supplementary curriculum platforms will allow teachers to generate and share curriculum lessons and formative/summative within their perspective subject areas. Online supplementary resources are effective in their ability to offer just-in-time student assessment and evaluation. This capability has two effects. First, it provides instructors with data regarding the progress of the class and whether the objectives are being met. Second, it provides reinforcement of the concepts taught and provides opportunity for remediation.

- b. Explain how the school addresses underperformance and describe the corrective action plan procedures.

Student assessment and performance data will be used to not only evaluate school effectiveness but more importantly to inform continuous improvement efforts by targeting benchmarks indicating which students need additional support to master specific standards and/or grade level skills. Accordingly, the responsibility to manage, evaluate and interpret student data will be a collaborative effort.

Teachers will be trained by the SLAM Leadership Team on how to properly analyze and record the data in the individual student data folder. Teachers will be expected to use the data folders to group students by strengths and weaknesses for differentiated instruction and intervention. During their differentiated instruction centers/intervention, students receive remediation in the skills they are weakest in and are reassessed to determine progress. Teachers will be expected to report back to their grade level weekly/bi-weekly on progress. Lead Teachers will present data at faculty team meetings. The Principal will report the most up-to-date data at the subsequent SLAM Academy Board of Director's meeting.

Based on the data analysis, the principal and lead teachers collaboratively develop an instructional focus calendars with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of the calendars, student assessment data will drive-decisions for continuous improvement of the teaching and learning process. Lead Teachers will conduct data chats with teachers on classroom data. Teachers will in turn have regular data chats with their students. For example, teachers will set specific reading goals with students during data chats and will monitor the reading goals as a part of their independent reading and accountability strategies embedded into their weekly

instruction. The data chat will open a line of communication and act as a source of motivation between the teacher and students. For primary grade students, the school will have a form that will go home to parents to keep ongoing dialogue on relevant data. Students will use personal data trackers to track their growth data by benchmark. Data folders are sent home for parents to review, sign and return to the teacher.

- b) **Closure:** Describe the conditions that would cause the school to petition the Authority close a consistently low performing campus. Be specific about threshold metrics the school would use to inform its decision.

SLAM Academy operates under a set of academic, operational, and financial goals, as set forth in the Academy's original charter. If SLAM Academy fails to meet any of these goals, a corrective action plan will be implemented, which utilizes internal data analysis and detailed breakdowns of student performance by analyzing data to identify key trends in achievement shortfalls. The analyses and corrective actions would be aligned to the Board by implementing SLAM's goals and procedures, developing strategic professional development plan to adequately address academic shortfalls, and diligently monitor ongoing student and school performance towards these goals. By implementing these corrective actions, SLAM hopes to proactively address any chronic underperformance that warrants closure under Nevada State Law. If continual underperformance continues and necessary closure as prescribed under State Law is initiated, SLAM Academy will work with the SPCSA to implement the proper steps in closing low performing campus(es).

- c) **College Readiness (HS Only):** Describe the mechanisms that the school employs to accurately, reliably, and consistently track college acceptance, enrollment, and persistence rates. If historical data is available on college acceptance, enrollment, and/or persistence rates, please include it. Cite the percent of total alumni for which the school has data on each metric. If data is not available, please include plans to create mechanisms to accurately, reliably, and consistently track student acceptance, enrollment, and persistence rates.

Not applicable.

- d) **Readiness to Replicate:** What academic, financial, and operational metrics does the school and its Board use to determine readiness for replication?

SLAM Academy uses the Nevada Performance Framework and its internal assessment data system to determine its academic readiness to replicate. SLAM Academy annually conducts a financial audit and reviews the findings of the year-audit to determine if the school is in a financial position to expand.

Metrics used to identify the school's financial ability to expand will include days-cash-on-hand, annual surplus and debt service ratio. SLAM Academy will assess the operational ability to expand by reviewing the parent-teacher surveys, teacher-administrator surveys, and educational management annual review. The Board will additionally seek professional training opportunities regarding Board Governance.

- e) **Compliance:** Describe the proposed academic program and how it complies with the requirements of NRS 388A.366(1)(f) and NRS 389.018. Please complete the scope and sequence/standards alignment template (Excel document at [http://CharterSchools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Alignment\\_Template.xlsx](http://CharterSchools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Alignment_Template.xlsx)) for each class scheduled to be provided by the school for each grade level to be served following this proposed expansion. For example, a school that currently serves students in K, 1, and 2 which seeks to add grades 3 and 4 would provide the scope and sequence/standards alignment for each class/subject area in the grades currently served along with the scope and sequence/alignment for each of the proposed new grades.

SLAM Academy is currently in the process of developing and finalizing its proposed academic program at the elementary school level. The primary instructional strategies implemented at SLAM's middle and high school grade levels have proven to be highly successful with the economically disadvantaged and primarily minority student populations. As such, the school will continue to utilize these same strategies and academic programs for grades PK-5 at the proposed new campus.

In the development of the academic programs for the proposed elementary school grade levels, SLAM Academy will ensure that all components of its program comply with the requirements of NRS 388A.366(1)(f) and NRS 389.018.

Additionally, SLAM Academy will also ensure that all elementary content areas are delivered with integrity to the Nevada Academic Content Standards to improve academic success and mastery of the standards. SLAM Academy will use state-adopted instructional materials, including digital software and multimedia in the instruction of all subject areas.

- f) **Instructional Strategies:** Describe the instructional strategies that you will implement to support the education plan and why they are well suited for the anticipated student population—including a detailed discussion of these strategies for both the expanded grades and for all existing grades. For each grade level to be served by the charter school following the expansion, identify and describe in detail the data, methods, and systems teachers will use to provide differentiated instruction to students. Please note that SPCSA schools typically start with students performing across a broad spectrum from years below grade level to advanced learners. Include the professional development teachers will receive to ensure high levels of implementation.

### **Rigor in the SLAM Academy Classroom:**

As educators we are challenged to come up with the best practices in the classroom that will lead to the best results. SLAM Academy will remain innovative in its practices as students' needs and strengths shift. We believe that our best practices should always be grounded in research but should always be transforming and moving toward the next best approach, tool or strategy.

*Differentiated Instruction:* Differentiated Instruction Centers will be set up throughout the classroom in various areas that allow students to work independently or in a small group setting, using instructional materials to explore and expand their skill development. During this time, students are engaged in a variety of activities that reinforce and extend learning without the assistance of the classroom teacher. Students will practice newly taught skills while using such materials as magnetic letters, sound letter cards, and math manipulatives to increase active participation and provide additional guided practice through multi-sensory approaches.

*STEM Project-Based Learning:* The following is a project-based learning process compiled from various project-based, integrated STEM programs that were evaluated and proven to be effective STEM education programs:<sup>8</sup>

1. Reflection: expose students to problems so they can begin to think about something they want to investigate.
2. Research: this is a combination of student-lead and teacher-lead lessons. While it is intended to be student-centered, teachers will ensure that students are focused on learning the concepts relevant to the project.
3. Discovery: Students begin to understand what is known and what is still unknown. This is a good opportunity for students to collaborate with their peers and build on their strengths to come up with some potential solutions to the unknown.
4. Application: Students will model a solution (usually through creating an artifact) that sufficiently solves the problem.
5. Communication/Share: One of the most important parts of this process is allow students to present the model and solution to their peers and the community.

SLAM will hold a community open house once a quarter for students to show off their projects. The final step provides an opportunity for authentic assessment and real world expressing for making or breaking a deadline. Each quarter students will have an opportunity to investigate a topic of their choice within the STEM field. In the early grades students will learn the process of project-based learning with teacher-directed projects in the STEM field. As students get older, it will become less teacher-lead and more student-lead. As students' progress through each grade students will begin to think in more complex ways. Naturally they will be working in Quadrant D, the Adaptation quadrant where they are full immersed in putting their knowledge to use. The STEM Project-Based Learning course will increase motivation for learning.

For optimal instruction, students will be grouped in various ways and in flexible settings to accommodate varying instructional levels and learning styles. Teachers will utilize the methods of whole-group instruction, small-group instruction, individual instruction, and independent skill development to address the various needs of the students. In all content areas, the opportunity to develop differentiated instruction is evident. Teaching with diverse materials, such

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<sup>8</sup> <http://www.rondout.k12.ny.us/common/pages/DisplayFile.aspx?itemId=16466975>



as books, videos, manipulatives, interactive notebooks, and online resources, making the content seem more relevant to the students. Teachers will attempt to teach around a topic, genre, idea or issue so students can explore the relationship between course content and the real world. In the classroom, material will be analyzed and deconstructed so students may understand the content more clearly. Discussion will also be encouraged to not only develop communication skills, but also to assess student understanding. Finally, the incorporation of writing tasks can provide insight into student intellect. Teachers will use differentiated instructional strategies that connect with individual student's learning needs. These instructional practices will include:

- *Systematic & Explicit Instruction*: The School will use formative and summative assessment data to realign the instructional framework and provide systematic and explicit instruction for content that is grade level appropriate. This instruction is structured and based on mastery learning.
- *Scaffolding*: Teachers will identify the current developmental skills of individual students based on assessments and provide support structures to help students move to the next level. As the year goes on, the student becomes more adept at skills and at directing his or her learning, and becomes more autonomous.
- *Cooperative Learning*: Teachers will guide small-group learning, to increase communication and team-building skills. It is based on grouping small teams of students heterogeneously according to ability, interest, background, etc. Instruction involving collaboration among peers is important in these grades, particularly in group discussions and some writing activities. Also important is student collaboration with teachers in the planning of learning tasks.
- *Inquiry-Based Learning*: To better understand what they read and hear, students benefit from an inquiry- and discovery-based environment. Based on the scientific method, this student centered strategy will require students to conduct investigations independent of the teacher, unless otherwise directed or guided through the process of discovery. Teachers will use this strategy in developing critical thinking and problem solving skills.
- *Information Processing Strategies*: Teaching students "how to" process information is a key factor in teaching students how to strategically organize, store, retrieve, and apply information presented. Such strategies will include memorization, KWL, reciprocal teaching, graphic organizing, scaffolding, or webbing.
- *Close Reading*: Close Reading is a strategy used to help students understand the purpose in reading, seeing ideas in a text as being interconnected, looking for and understanding systems of meaning, engaging in a text while reading, getting beyond "surface" reading or skimming; formulating questions and seeking answers to the questions while reading. Close reading strategies can help students read with purpose and identify key evidence that will increase comprehension. It will impact the way students think while they read and give them tools to observe and analyze the text from multiple perspectives.
- *Word Walls*: Teachers will create effective word walls that consist of high frequency words, word patterns or phonic elements, and interesting, exciting words. Students will use word wall during lessons and activities to practice recognizing words quickly and accurately.
- *Technology*: Wonderworks is used as an intervention resource. If teachers feel that it does not provide enough rigor, teachers can deliver differentiated instruction and intervention using the i-Ready toolbox which identifies specific domains of need.
- *Multi-Modal Learning*: Learning mathematics through the use of multiple representations, including algebraic, numerical, graphical, and verbal methods, increases students' abilities to make mathematical connections and become effective communicators of mathematics.
- *Think-Pair-Share*: This strategy gets students to think critically, and use each other as resources before going to the teacher. Students will think independently about the answer to a question they were prompted with. After, students share their response with a partner. They have an opportunity to discuss whether their answers agreed or if one or both need to go back to the drawing board. Next, they share responses with the entire class.
- *Think-alouds*: using explicit explanations of the steps of problem solving through teacher modeling metacognitive thought. Often students see a problem and hear the answer but don't know what happened in between. When a teacher works through what is going on in his/her brain as a problem is solved, students can begin to fill in the gaps.
- *Graphic organizers*: visual displays to organize information into things like trees, flowcharts, webs, etc. These help students to consolidate information into meaningful whole and they are used to improve comprehension of stories, organization of writing, and understanding of difficult concepts in word problems.
- *Student-generated word problems*: students create word problems for a specific math skill. Through the construction of a problem, students learn what to look for when solving word problems are assigned. It also makes mathematics relevant to their own lives.



- *Real World Connections:* To build upon prior knowledge and experiences, they must be actively engaged in the learning process with meaningful, worthwhile tasks. This engagement affords students opportunities to become confident in their learning and to develop a genuine interest in pursuing ways to solve increasingly difficult problems. This will provide for reinforcement of mathematical terminology, real world applications of mathematical concepts, and organization/visualization of mathematical concepts (e.g. word walls, journals for hypothesizing and/or subsequent reflection of mathematical conclusions, graphing software, etc.)

### **Relevance in the SLAM Academy Classrooms:**

*SLAM-ified Lessons*—Teachers at SLAM Academy will be expected to “SLAM-ify” their lessons. The integrity of “what” is being taught (i.e. NACS and NGSS Standards) will be maintained with fidelity; however, all teachers will be required to SLAM-ify “how” the standards are taught. By definition, SLAM-ify means to teach standards through sports concepts. This is yet another way for students to connect their core subject to the real-world. For example, in science, students may learn about friction by examining the effects of a ball or puck on different surfaces. In doing so, this will further enhance the relevance of the subject matter and allowing students to apply their knowledge across disciplines and in real world predictable and unpredictable situations.

### **Relationships in the SLAM Academy ELA Classrooms:**

*Student-Teacher Relationships*—Teachers will be intentional in creating safe, nurturing, democratic classrooms so that self-esteem and trust develop in students. Students need to feel comfortable to stand in front of the class to recite a poem or share an expository piece.

*Student-Student Relationships*—Students will be given plenty of opportunities to foster positive relationships amongst each other in the classroom. For example, if the teacher is conducting a lesson on persuasive writing, students may be asked to team up and put together an outline supporting whether or not college-athlete should be paid or simply serve as one another’s study buddy on the upcoming vocabulary test.

*Student-Community Relationships*—Students often communicate and collaborate with people beyond their classroom (i.e. community members, other students, experts and other staff members). This may be in the form of inviting a local artist to do a music or art lesson with the students. SLAM Academy recognizes that inspiration may come from outside of the classroom so the school will work hard to foster those relationships with local community members.

### **Relationships in the SLAM Academy Mathematics Classrooms:**

*Student-Teacher Relationships*—Just as coaches challenge their athletes to step up to the plate, teachers will challenge their students; however, to maximize a student’s potential, students must first trust their teachers. Once students trust their teachers, teachers will be able to challenge them to push their limits. For the shy student in class, this may be working out a problem on the board and knowing that he or she is in a safe environment if it is done incorrectly.

*Student-Student Relationships*—The community of learners is strong so that students are committed to their own success, as well as the success of their peers. Again, a team is only as strong as its weakest link. In math, there are plenty of opportunities for students to work together. Sometimes it’s beneficial for a student hear a problem broken down by another student. Similarly, it may motivate the struggling student to study more seeing that his peer is able to understand the material.

*Student-Community Relationships*—A math teacher can enroll his or her class in fantasy football and have a local home town star play along with them. This allows students to engage with positive mentors outside the walls of the building but see the local star outside his or her element. Students will be able to see that the local star is able to be successful on the field but also values education and takes school seriously. If students know that a NFL player is part of their Fantasy Football Competition, they will be more motivated to participate. Students will have fun while learning.

- g) **Remediating Academic Underperformance:** Describe the school’s approach to help remediate students’ academic underperformance both for both the expanded grades and for all existing grades. Detail the identification strategy, interventions, and remediation to be implemented. Cite the research/rationale for the chosen methods. How will you measure the success of your academic remediation efforts (in year 1 of the expansion, year 3, year 5, and beyond? How will you communicate the need for remediation to parents? How will staffing be structured to ensure that gifted students are adequately supported?

At SLAM, we understand that needs are not always created out of deficits but also strengths. For our students to thrive, learning must be centered on a standard of excellence. A standard of excellence means that all children achieve at levels that are challenging—but not so challenging that they are not attainable. Grade-level learning experiences will provide the correct match for many children at a particular grade level but not for all. All learning experiences for a particular age group will not “fit” all children appropriately. No child will be held back or inappropriately challenged because she is a particular age; rather, learning opportunities will match the individual needs of the students. SLAM Academy will identify at-risk students as those who have a higher probability of failing academically. Circumstances such as homelessness, serious health issues, domestic violence, transiency, or other conditions, or it may refer to learning disabilities, low test scores, disciplinary problems, grade retentions, or other learning-related factors can jeopardize their ability to complete school and adversely affect the educational performance and attainment of some students.

SLAM Academy will provide Differentiated Instruction (DI) within the MTSS-RtI framework. Differentiated Instruction and Response to Intervention (RtI) share a central goal: to modify instruction until it meets the needs of all learners. But both are built on two basic concepts: that education is most effective when we treat students as individuals with different levels of readiness, learning profiles, and interests; and that teachers have a professional obligation to help all students succeed. Instruction will be differentiated within the 3-tier Response to Intervention Framework<sup>9</sup> and occur naturally within each tier.

*Differentiated Instruction*— SLAM teachers will provide a classroom environment that will maximize student growth and individual success. Dr. Virgil Ward (1983) stated, “One of the objectives of free public education in a democracy is to provide equal opportunity for all youth to develop their potential abilities to the fullest. In attempting to reach this objective, educators have come to the realization that equal opportunity does not mean identical opportunity.” Ward (1980) coined the term differential learning to describe the concept that is now known as differentiated instruction. Differentiated instruction is a principle of a learning environment that does not only help meet, but also exceed, standards. This method of teaching entails that the instructor adapts to each student, making the delivery of the content flexible, yet effective. SLAM Academy’s educational model promotes differentiated instruction so old methods of distributing uniform worksheets and outdated lectures are obsolete.

Each student is different, and it is a teacher’s responsibility to identify these differences and plan lessons accordingly to keep students interested and engaged. At no point will have a one-size-fits all format. It is unfair to have some children struggling with assignments that are too difficult, just as it is unfair to have some children waiting for something new to learn. Fairness means matching the level of complexity and the pace of learning to the child’s readiness, interest in the concept or topic, and/or learning profile.

Communicating with families will be a continuous practice at SLAM Academy. Not only will structured Parent-Teachers-Student conferences be scheduled, additional opportunities will be required of teachers to communicate progress through Reports of Progress sent home to families. Parents will also be involved in the RtI process from the start. Conferences will be scheduled to explain deficiencies, the plan in place, the student’s immediate goals, and how the school will monitor the progress toward those goals.

Just as the students who are struggling needs are being met, gifted students will be supported as well. Differentiated instruction is designed in such a way that it meets the needs of students at all levels of the academic spectrum. Section (i) below explains the specific ways that these students’ needs are met.

- h) **Identifying Needs:** Describe how you will identify the needs of all students in both the expanded grades and for all existing grades. Identify the research-based programs, strategies and supports you will utilize to provide a broad continuum of services, ensure students’ access to the general education curriculum in the least restrictive environment, and fulfill NV’s required Response to Intervention model.

Response to Intervention will provide a framework that will drive general, gifted, remedial, and special education support while maintaining a high-quality, standards-based instruction that matches students’ academic, social-emotional, and behavior needs. SLAM Academy’s Problem Solving/Leadership Team (PSLT) will guide general

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<sup>9</sup> <http://www.rtinetwork.org/learn/what/whatisrti>

education intervention services for at risk students who have academic and /or behavioral difficulties. SLAM administration will organize school resources so that students receive instructional support in a timely manner based on student assessment data.

SLAM will identify and meet the learning needs of students who are performing below grade level, struggle with learning, and behavior using the Problem Solving Process; furthermore, the school will monitor their progress by providing a Multi-Tiered Systems of Support-Response to Intervention (MTSS-RtI). RtI combines high quality core instruction, assessment, and intervention within a multi-tiered system to increase student achievement and reduce behavior problems within the general education curriculum. The Problem Solving Process includes 4 steps within a 3-tiered system. The following 4-steps drive the RtI:

1. Problem Identification-what is the problem?
2. Problem Analysis-Why is it occurring?
3. Intervention-What are we going to do about it?
4. Response to Intervention-Is it working?

Tier I instructional content is a research-based instructional practice based on the Nevada Academic Content Standards and applicable NGSS Standards for each specific content area. The recognition of diverse learners is essential in planning lessons since each individual has varying skills and experience with reading, writing, thinking, problem solving, and speaking. The teacher's responsibility will be to connect content, process, and product. For example, differentiating content will include using various delivery formats such as video, readings, lectures, or audio. Content may also be chunked, shared through graphic organizers, addressed through jigsaw groups, or used to provide different techniques for solving equations. Differentiating process will include providing time for students to reflect and digest the learning activities before moving on to the next segment of a lesson.

Differentiating product will include the teacher offering choices where students pick from formats or where students propose their own designs. Furthermore, group work is essential to build upon social skills and implement the importance of collaboration. Providing time for group work allows students to engage in conversations and exchange thoughts and ideas amongst one another. Moreover, incorporating problem solving and real world issues into class curriculum will enhance student's understanding of key concepts. Finally, choice is an important factor in the incorporation of differentiated instruction. By giving students assignment options they feel they have a stake in their education and remain more engaged, while also revealing to teachers their students' interests and diverse needs that can be used to develop future class content.

Screening and progress monitoring will be used to continually identify and address the academic and behavior needs of each student. Benchmark assessments will be used for of all students at least three times a year to identify need for intervention and ongoing progress monitoring. Ongoing professional development should equip teachers with necessary tools to ensure that students receive quality instruction.

Instruction will include modeling, multiple examples, corrective feedback, and multiple opportunities for student practice. Tier I (or core) instruction is present at all four levels of the tiered model. To maximize instruction students will be offered more of the following:

- Repeated opportunities for practice and review;
- Additional opportunities for correction and feedback;
- Increased time on task, engaged in instruction and practice; and
- Drill repetition and/or practice review.

When Tier I strategies have been implemented and a student shows no signs of significant improvement (Is it working?), SLAM Academy will activate its RtI plan to provide additional attention, focus, and support and usually take place in the general education classroom. Tier II interventions will begin as soon as possible after students have been identified through screening or benchmark assessments and will be monitored more frequently than students in Tier I to ensure the effectiveness of the instruction or the specific interventions (academic or behavioral). Materials and strategies will be specialized, research or evidence-based interventions that are based on the needs of the students needing the intervention and will be implemented with fidelity. Materials and strategies will also be aligned with Tier I instruction, and will include more opportunities for modeling, providing examples, corrective feedback, and student practice.

Tier II instruction has a two-fold purpose:

1. To remediate skill or concept deficits of students who are not making adequate academic gains or have mild or moderate difficulties in the area of social competence.
2. To enrich and enhance the education of students who have demonstrated proficiency in the benchmarks of the standards for a given discipline.

Again, if it is determined that students are not responding to Tier I or II instruction and interventions, Tier III the Intervention Design must be modified. As soon as a student shows no significant improvement from Tier II strategies, the PSLT is called upon for assistance. The PSLT will provide the structure and RtI will be the process. Tier III interventions will be provided by a specialized teacher/counselor or special education teacher who is highly skilled in the particular area of weakness. Tier III interventions can happen in the general education classroom but will usually take place outside the general education classroom (could be before or after school). Materials and strategies will be specialized research or evidence-based interventions based on the needs of the students who will receive the intervention. Instruction will include more opportunities for modeling, providing multiple examples and a wider range of examples, corrective feedback, etc.

If the PSLT finds that Tier III strategies implemented with fidelity is not helping a student make appropriate gains, the PSLT will consider referral for special education evaluation. SLAM Academy will grant parental requests for a formal evaluation. It should be noted that at any point in an RtI process, IDEA 2004 allows parents to request a formal evaluation to determine eligibility for special education. The RtI process will not be used to deny or delay a formal evaluation for special education. The goal of the MTSS-RtI is to provide a positive and proactive approach to educating every child. Through this framework, SLAM Academy will be able to provide early interventions in order to prevent academic, social-emotion, and/or behavior difficulties early-on. The school will provide parents response to intervention results in students' annual evaluation.

The goal of the MTSS-RtI is to provide a positive and proactive approach to educating every child. Through this framework, SLAM Academy will be able to provide early interventions in order to prevent academic, social-emotion, and/or behavior difficulties early-on.

- i) **Intellectually Gifted Students:** Explain how the school will identify and differentiate to meet the needs of intellectually gifted students in both the expanded grades and for all existing grades in a way that extends their learning and offers them unique, tailored opportunities. Please note that Nevada law classifies intellectually gifted students as eligible for specific support services. How will staffing be structured to ensure that gifted students are adequately supported?

The School will offer various services to meet the needs of the gifted student based on the Educational Plan. Specific instructional strategies include an effective and differentiated approach designed for the abilities of gifted students. The following curriculum differentiation strategies will be in place to ensure that each individual student progresses in the curriculum to the maximum extent appropriate: (1) Acceleration, (2) Differentiation, (3) Flexible Grouping, (4) Ability Grouping, (5) Independent Study, (6) Curriculum Compacting, (7) Learning Centers, and (8) Enrichment Clusters. A range of service delivery options will be available to meet each gifted student's special needs based on the student's Educational Plan (EP) and will be provided with administrative support to assure adequate funds for materials and professional development. The following delivery models may be available for students depending on the number of students enrolling in the school:

*Gifted/Self-Contained Class*— The teacher of the gifted provides total instruction in these models in which all of the students have met gifted eligibility. Content and pacing is differentiated to the degree that activities are clearly intended for students evidencing a need beyond the general curriculum as indicated by their individual EP.

*Alternate Setting*—The setting is other than the general education classroom for the special instructional period. Curriculum should have an academic content-based foundation, and focus on activities as related to the EPs of the students. Content and pacing should be differentiated to the degree that activities are clearly intended for students evidencing a need beyond the general curriculum. The teacher of the gifted provides total instruction in these models in which all of the students have met gifted eligibility.



*Cluster Grouping*—Identified gifted students with strengths in the same content area(s) placed as a group - typically three to six identified students with similar strengths - into an otherwise heterogeneous general classroom. If there are more than six students, more clusters could be formed based on their areas of strength. Classroom teacher has the gifted endorsement in addition to the required certification. The gifted-endorsed teacher clearly documents in lesson plans the curriculum modifications/differentiation for students who are gifted to address the EP goals.

*Advanced Content Class for gifted and non-gifted students*—Students are grouped on the basis of achievement and interest in specific content area, and the class may include students who have and who have not been identified as gifted. The content, pacing, process skills emphasis, and expectations of student outcomes differ from other courses in the same content area. The gifted-endorsed teacher will clearly document in the lesson plans the differentiation provided as necessary to match the student's EP goals.

*Support Facilitation*—The teacher of the gifted provides support for the gifted students' achievement in the general classroom. Gifted-endorsed teacher, general classroom teacher, and the gifted student (as appropriate) collaboratively plan the development of challenging assignments that substitute for or extend core curriculum objectives to meet the needs of the student. The teacher documents curriculum modifications through (a) separate lesson plans, (b) time log of collaborative planning, and (c) individual student contracts. The teacher of the gifted may provide support facilitation by working and moving among two or more classrooms working with teachers and students identified as gifted as needed. Frequency and intensity of support varies based upon students' and/or educators' need for assistance. Services may include revised lessons, independent research or related activities for gifted learners.

- j) **Enrichment Opportunities:** Describe the enrichment opportunities that will be available to students performing at or above grade level in both the expanded grades and for all existing grades as part of the school's comprehensive strategy to ensure that all pupils are making accelerated academic progress.

Available enrichment opportunities in the existing grades include Honors and AP courses and an accelerated track in middle school. SLAM Academy offers three CTE pathways specifically in Sports Medicine, Marketing and Entertainment, and Media Production. The school also participates in a pilot program offered through UNLV wherein juniors and seniors are enrolled in the UNLV dual credit program. There were 25 seats available to students in the valley and SLAM is proud to have enrolled 7 students in this program. Academic clubs are available to both middle and high school students including NJHS, NHS, Skills USA, DECA, and HOSA. Other extensions of our academic focus include eSports, Electric Geeks Club, and Robotics. Teachers avail themselves each day to sponsors these clubs and offer academic support to meet student needs. Other activities outside the school that extend learning include field trips to UNLV and shadowing opportunities aligned to the specific career pathway.

In the expanded grades, students will engage in STEM activities where hands on learning will enrich the educational experiences for all students. Through these activities, teachers will be able to expand on topics related to items of relevance to the students. Additional opportunities will be extended through the school's character education through Martial Arts, music, STEM, and PE. Enrichment opportunities after school will include both academic and interest driven clubs such as Math Club, Battle of the Books, Science Fair, Multi-cultural Fair, Chess Club, eSports, etc. Students will also have access to participate in the Nevada Choice Schools Activities Association Sports League thus fulfilling the mission of the school.

- k) **Matriculation:** Explain how students will matriculate through the school (i.e., promotion/retention policies) and how stakeholders will be informed of these standards.

Accountability for student achievement will be the primary mission at SLAM Academy. Assessments will assist teachers and the admin team in determining student mastery of Nevada Academic Content Standards and assist in determining whether students are equipped with the necessary knowledge and skills they need to be college and career ready. Therefore, every child enrolled at SLAM will participate in academic assessments.

SLAM Academy does not recognize parent opt out or parent/student refusal to test. If a parent keeps their child home during mandatory testing, the school will utilize the progressive attendance policy and the test will be made up upon the student's return to school. If a student is at school and refuses to take the assessment, the school will respond with progressive discipline measures.

SLAM Academy will implement a strict policy regarding retention. Students must meet specific levels of performance in order to be promoted. For students who are not meeting grade level performance standards and are at risk for retention, the parent/guardian will be notified to provide opportunities for intervention and remediation. At the end of the year, the student's data will be reviewed, in conjunction with the parent/guardian, and a final determination of grade level promotion or retention will be made by administration. If a student reaches twenty (20) absences in a school year, that student may be retained dependent on academic growth. The final determination will be made by administration.

#### **SCHOOL STRUCTURE: CALENDAR AND SCHEDULE**

- a) Discuss the annual academic schedule for the school, including the calendar for the proposed new grades.

Explain how the calendar reflects the needs of the student population and the educational model.

SLAM Elementary will operate on a 7-hour school day. Comparatively to traditional public schools in the Clark County, this is approximately 50 minutes longer. This allows for teachers to fully implement all components of the instructional model with fidelity and ensure that students are able to effectively master grade level standards. For start and end dates of school, holidays and other larger breaks, SLAM Elementary will follow the calendar of the current SLAM Academy of Nevada, keeping in mind that siblings of students may attend school in CCSD; therefore, the calendar follows the CCSD calendar as closely as possible to help those families who may have other school aged children.



## 2020-21 SLAM Elementary Calendar

August 2020						
Su	M	Tu	W	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
Su	M	Tu	W	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
Su	M	Tu	W	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
Su	M	Tu	W	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
Su	M	Tu	W	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
Su	M	Tu	W	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
Su	M	Tu	W	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
Su	M	Tu	W	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021						
Su	M	Tu	W	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021						
Su	M	Tu	W	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

First Day of Quarter

Holiday/ No School

Professional Dev/No School

Parent Teacher Conference

Last Day of School

Instructional Days	
Q1	44
Q2	43
Q3	48
Q4	45
Total Days	180

- b) Describe the structure of the school day and week for both the proposed new grades and for existing grades. Include the number of instructional minutes/hours in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. Explain why the school's daily and weekly schedule will be optimal for the school model and for student learning. Provide the minimum number of hours/minutes per day and week that the school will devote to academic instruction in each grade.

SLAM elementary school's proposed schedule for each school day for year one would be as follows for all grades:

- 8:00 a.m. – 3:00 p.m.
- 7 hours each day
- 420 minutes per day
- 75,600 minutes per year

The drop-off system called "car loop" would operate 30 minutes before and after each school day.

SLAM Academy will comply with NAC 387.131, NRS 385.080, 387.123 by exceeding the minimum amount of instructional minutes which are:

- Full Day Kindergarten: 240 minutes
- Grades 1 and 2: 240 Minutes
- Grades 3-6: 300 minutes

In order to ensure time for teachers and staff to be available before school for parent meetings, staff meetings, duty help, tutoring for students, etc., all full-time administrators, teachers and support staff contracted work day is 7:30 a.m. – 3:30 p.m.

The breakdown of the instructional minutes by subject area modeled for students in grades K-5 would be as follows:

Content/Subject	Minutes
Reading	100
Language Arts	60
Mathematics	80
Science	30
Social Studies	30
Specials (STEM, Music, PE, Martial Arts)	50
Lunch/Recess	40
Intervention/Enrichment	30
<b>TOTAL</b>	<b>420</b>

- c) Describe your goal for student attendance and explain how you will ensure high rates of student attendance. Who will be responsible for collecting and monitoring attendance data? What supports will be in place to reduce truancy and chronic absenteeism?

SLAM Academy will strive to reach at least 95% attendance rates throughout the year. The school's Registrar (Office Manager if the Registrar position has not been filled) will be responsible for monitoring student attendance. The attendance policy will be communicated to students and their families through the Parent Student Handbook. Details on the policy, as well as how truancy and chronic absenteeism will be addressed, are below.

#### **Attendance Policy- General Policy**

Attendance is extremely important and will be a focus at SLAM Academy. The state of Nevada tracks student attendance and the school is held accountable for students attending school. Aside from state reporting, students need to learn the life skill of arriving on time. This also aligns with our vision of students being successful in college and career. Students may earn attendance incentives for coming to school on time, every day. The incentives may be individual or whole class incentives. Accountability and consequences may occur for those who do not follow attendance protocol.

For each day a student is absent, parents/guardians must submit supporting documentation explaining the reason for the absence. Documentation submitted more than 3 days (72 hours) after the student's return to school will not be accepted, and the absence(s) will be deemed unexcused. Students with excessive absences will be referred to administration. Attendance Review Committee referrals will be issued after reaching the school's maximum allowance (15 days), and may result in the student's report card reflecting insufficient attendance for receiving a grade and/or being promoted to the next grade level.

Pre-arranged absences must be submitted 3 days in advance using the Pre-Arranged Absence Form available in the office and on the school website. They will be deemed excused or unexcused based on the attendance guidelines of what constitutes an excused or unexcused absence.

#### **Elementary Attendance Policy**

In accordance with School Daily Attendance policies, students must be physically present in school for a minimum of 50% of the school day in order to be counted as present for attendance purposes.

## Elementary Excessive Absences / Tardies / Early Releases

Every tardy/absence	Parents receive automated notification of absence/tardy through Infinite Campus.
5 tardies/absences	Registrar emails/sends a reminder letter to parents of the school's attendance policies
10 tardies/absences Excused or Unexcused	Registrar emails/sends a reminder letter to parents of the school's attendance policies Request for Parent Conference with administration
15 tardies/absences Excused or Unexcused	Registrar emails/sends a reminder letter to parents of the school's attendance policies Required Parent Conference with administration Intervention plan developed
20+ Absences	Registrar emails/sends a reminder letter to parents of the school's attendance policies Required Parent Conference with administration Possible retention (if low academically) Possible educational neglect files Intervention plan reviewed and revised

## Chronic Absenteeism

Research shows that attendance matters and that chronic absenteeism places students at risk of negative academic consequences. Chronic absenteeism is defined as missing 10 percent, or more, of the days for any reason, including excused, unexcused or disciplinary absences. Students who are absent due to school sponsored activities are not considered absent for the purposes of this calculation.

## Pre-Arranged Absences

A form to request pre-approved absences is available in the front office and on the school website. The maximum number of pre-arranged absences is 10 per school year. The completed form must be signed by the parent, student, and teacher(s) before being turned into the Registrar, and is due 3 days PRIOR to the first day of the absence.

## Unexcused Absences

Any absence that does not fall into one of the excused absence categories will be considered unexcused. Any student who has been absent from school will be marked with an unexcused absence until the required documentation is received. Failure to provide the required documentation within three school days upon the return to school, will result in an unexcused absence.

Unexcused absences include:

- Unverified absence due to illness
- Vacations without being pre-arranged
- Truancy
- Attending non-school event, program or sporting activity without being pre-arranged.
- Absences resulting from providing day care for siblings
- Illness of others
- Non-compliance with immunization requirements (unless lawfully exempt)

## Student Attendance Reporting

SLAM Academy will follow required Student Attendance Reporting Procedures. Official documentation must be provided by an organization on official letterhead as evidence of the excused absence (i.e. medical note, police ticket, tow receipt, etc.).

Excused School Absence:

- Personal illness of the student. Medical evidence may be required by the administration or designee for absences exceeding three consecutive days. The written statement must include all days the student was absent from school. If a student is continually sick and repeatedly absent from school due to a specific medical condition, the student must be under the supervision of a health care provider in order to receive excused absences from school.
- Medical/Dental appointment. If a student is absent from school due to a medical appointment a written statement from a health care provider indicating the date and time of the appointment must be submitted to the Attendance Clerk within 3 days.
- Death in immediate family
- Approved school activity
- Attendance at a center under Department of Children and Families supervision.
- Observance of a religious holiday or service.
- Military Waiver – SLAM Academy is committed to assist students from military families and will continue efforts to facilitate the development and implement policies that directly impact children of military personnel. Students who have parents that may be deployed or on “Black Leave”, will be allowed up to five days of excused absences each academic year. The absences are pre-approved by the school administration or designee after being turned into the Attendance Clerk. Students shall have a reasonable amount of time to complete make-up work.
- School-sponsored event, or educational enrichment activity that is not a school-sponsored event, as determined and approved by administration. The student must receive advance written permission from administration. Examples of special events include public functions, conferences, and regional, state and national competitions.
- Court appearance of the student, subpoena by law enforcement agency or mandatory court appearance.
- Absences beyond the control of the parent or student, as determined and approved by the administration.

### **Tardies**

Any child who is not in their classroom on time will be marked TARDY. There is no grace period. Carloop will close 5 minutes prior to the start of school and students will be sent through the offices. If students arrive after the commencement of school, they must report directly to the main office to obtain a tardy slip. Students who are tardy are not eligible for perfect attendance certificates. Secondary students will be marked tardy for the period in which they arrive late. If a student is tardy between classes, this will be viewed as a disciplinary issue and will fall under progressive disciplinary policies and procedures.

### **DISTANCE EDUCATION**

*(Distance Education Expansion Amendments)*

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

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

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

*This amendment is to add elementary grades to the current charter; therefore, this item is not applicable.*

### **PRE-KINDERGARTEN PROGRAMS**

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

*A charter school that wishes to provide pre-kindergarten services to students who will later enroll in its K-12 programs must apply separately to the Nevada Department of Education to offer education below the kindergarten level following charter approval. Approval to offer pre-kindergarten cannot be guaranteed. Consequently, revenues and expenditures related to pre-kindergarten should not be included in the initial charter application budget. Please note that state-funded pre-kindergarten programs are not directed through the state Distributive Schools Account for*

*K-12 education. In addition to a limited amount of state pre-kindergarten funding available through the Department of Education, the SPCSA is also a sub-recipient of a federal grant to expand early childhood services in certain high-need communities through programs approved by NDE. Applicants are encouraged to review resources available at [http://www.doe.nv.gov/Early\\_Learning\\_Development/](http://www.doe.nv.gov/Early_Learning_Development/). For applicants who do not propose to offer pre-kindergarten, please provide a brief statement explaining that the questions in this section are not applicable.*

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

*SLAM Academy will not be operating a Pre-K program; therefore, this section is not applicable.*

## **HIGH SCHOOL GRADUATION REQUIREMENTS AND POSTSECONDARY READINESS**

*(New High School Amendments Only)*

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

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

*This amendment is to add elementary grades to the current charter; therefore, this item is not applicable.*

## **SPECIAL POPULATIONS**

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

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

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

1. *SPCSA schools are to ensure streamlined access for all students requiring special programs.*
2. *SPCSA schools develop programs to support the needs of their students.*
3. *SPCSA schools do not counsel or kick any students out.*
4. *SPCSA schools utilize best practices to expose students to the most inclusive environments appropriate.*
5. *If needed, an SPCSA school is responsible for developing more restrictive placements to meet the needs of the highest needs students, including but not limited to clustered placements in consortium with other charter schools.*



6. *SPCSA schools are responsible for providing high functioning, trained special education teams, which focus on student advocacy and high expectations. IEP teams (including school's leadership) make placement decisions at IEP meetings. Decisions are made based on evidence/data to support what is best for the student.*

### **Special Education**

- (1) Track Record: Please explain the extent to which the board and leadership team (instructional leader, etc.) has experience working to achieve high academic outcomes of students with disabilities, including students with mild, moderate, and severe disabilities.

Ms. Shannon Evers currently serves as the Assistant Principal of SLAM! Nevada with a student population of 1040 students in grades 6-12. Ms. Evers supervises the special education team which consists of one site facilitator, six teachers, and nine aides. The special education staff provides both pullout and inclusion services to approximately 120 special education students, including students with learning disabilities, autism, intellectual disabilities, health impairments, ADHD, and emotional disturbances. Occupational therapy, physical therapy, and speech and language services are also available to students who benefit from these services.

Ms. Evers works closely with the special education team, is an active member of IEP meetings (including serving as LEA), collaborates with parents and advocates on a frequent basis, provides training to all teachers and staff on how to ensure students' IEP needs are being met with fidelity, and collaborates with teachers on writing IEP present levels, goals, and accommodations. Additionally, SLAM! Nevada has a referral process for students who display characteristics of dyslexia and an RTI system in place in order to quickly identify students who may need additional services.

Ms. Evers has taken part in several trainings in special education through ASCD, the National Charter School Conference, and Kagan. Prior to working at SLAM! Nevada, Ms. Evers worked as a teacher, assistant principal, and principal in both the public, charter, and private settings over her twenty-six year career in both Arizona and Nevada.

- (2) Identification: Describe in detail the school's Child Find process. How will the school identify students in need of additional supports or services?
- a) (*Elementary Schools Only*) How will the school accurately identify students prior to and following enrollment (e.g., those who require pre-school special education and related services) and in the early grades (PreK, K, 1, or 2) for appropriate services?

As part of the school's registration process (after the student has been accepted in lottery), parents will be asked if the student has an IEP. If the parent marks "Yes", a pop-up window requests the parent to provide the student's current IEP, MDT report, and eligibility statement. The paperwork will be collected and a caseload spreadsheet of all enrolling students with special education eligibility will be created. Parents will also be requested to turn in 504's. In addition, the school registrar will request special education records from the student's previous school.

All students will be assessed using SLAM Academy's universal progress monitoring (i-Ready Diagnostic). Analysis of the progress monitoring will allow the school to begin to identify students who may need additional support. Students will then be scheduled into classes based on need (i.e. intervention classes). Students who are identified as academically "at risk" via the i-Ready diagnostic process and who are not already identified with an IEP, will be referred to SLAM's Response to Instruction (RtI) Team. SLAM's RTI team will be comprised of a staff member from every general education level and the special education teacher or designee selected by the teacher. The classroom teacher notifies the parent(s) that his/her child will be entering the RtI program, which will provide interventions in all areas of the student's deficiencies.

During RtI, a goal is written in the deficit academic and/or behavioral area, the student is provided with additional interventions, and the student has weekly progress monitoring related to the goal. The data is collected and analyzed every 4-6 weeks. If the student is not making adequate progress toward the grade level expectation, then instruction becomes more intensive by increasing the amount of time in intervention, increasing the number of sessions in intervention, or changing the teaching method. If after 12-16 weeks, the student's data still shows a lack of adequate progress, the student will be referred to special education.

Should the student qualify for special education, the student will receive support in regular education with supplementary aides and services. Progress monitoring continues. If a student shows no academic growth, the resource



room is added and can be added up to 50% of the school day to provide the necessary interventions to show academic growth.

SLAM Academy is committed to ensuring that all students receive appropriate instruction, particularly in reading, prior to placement in special education. SLAM Academy will monitor the stage-environment fit within their school culture, which tailors the environment to meet the needs of all students. SLAM will assess the perceptions of students who need remediation and ensure their individual needs are being met. Most importantly, implementing Multi-Tiered Systems of Support, will reduce the overall number of students referred for special education services and increase the number of students who succeed within general education.

*(Middle and High Schools)* How will the school identify and serve students who require special education services and develop transition plans?

*(All Schools)* How will the school handle over-identification of students as having a disability that qualifies them for special education services? What will be the process to transition a student out of special education who has been incorrectly identified as having a disability in the past?

Students who are inappropriately placed in special education will be identified by progress monitoring students in special education on a routine weekly basis on their IEP goals. Students will also take trimester universal progress monitoring assessments (i-Ready diagnostic) that all students in the school are given. The special education teacher will complete an analysis of data each month to determine if students are meeting their goals. If students are meeting their behavioral and/or academic goals and progress monitoring is showing growth, the IEP team will meet to discuss the exit of students who are no longer showing academic or behavioral needs. If the school has a student who needs transitioning out of special education, the IEP team may transition the student out by revising the IEP to provide consultation services during the reevaluation period. If the team determines that a student no longer needs an IEP, the student will be referred to the school psychologist who, with parent permission, will reevaluate the student. The MDT will then meet to determine if the student is still in the eligibility category or does not meet eligibility.

a) Continuum of Services: How will the school provide a broad continuum of instructional options and behavioral supports and interventions for students with a range of disabilities? Specifically describe how students with severe intellectual, learning, and/or emotional disabilities will be served. Provide a chart which graphically illustrates the continuum of services which identifies, by disability and level of severity, the means by which students with disabilities will be able to receive an appropriate public education in the least restrictive environment (note—this graphic may be created using a commercial program like Microsoft Visio or a free or low-cost internet-based solution such as Lucidchart). Identify the resources, personnel (including administrative responsibilities), and direct and related services the school is likely to provide both within general education classrooms and in other settings (e.g., collaborative team teaching (CTT), Special Education Teacher Support Services (SETSS), speech therapy, physical therapy, occupational therapy, counseling, etc.) as well as the services or settings that will be provided through a consortium or other collaborative initiative with other charter schools or through a third party contract.

The continuum of services offered by SLAM Academy will begin in regular education classes. All students will be given a universal progress monitoring assessment three times each school year. Then the school will analyze the data. Each quarter, the school will meet as a team during Data Days which allow the school to discuss children scoring in the bottom 15% or another cut score as determined by the school. Students who score in the bottom 15% and students who are failing will be discussed and an intervention plan is developed. The staff will then brainstorm different interventions that may help the student grow academically and/or behaviorally. In general education, intervention and enrichment periods in both reading and math will be scheduled daily school-wide to provide instruction commensurate to each student's ability level for all students. In addition, before and after school tutoring clubs and blended learning programs will provide instructional level interventions.

Students with severe intellectual disabilities will also benefit from combining inclusion and resource room time. In the general education classroom having the following will allow the student to remain with typical peers and be exposed to grade level content: peer models, online blended learning programs, direct whole group instruction, and small group instruction.

## Continuum of Services

Less Restrictive Environment Less Support		More Restrictive Environment More Support	
Regular Education Classroom		Resource Room and Regular Ed Combined	
Consultation Services	Inclusion Regular Education Setting, Co-Teaching and/or Small Group	Pull out for Intensive Small group and/or individual students	Combination of Regular Education and Resource Room
<p><b>Service Providers</b> Regular Education Teachers (Regular Education Classroom Only)</p> <p><b>Special Education Teachers</b> Instructional Aides (All Classroom Environments)</p>			
<p><b>Related Services</b> As determined by IEP Team Including but not limited to:</p> <ul style="list-style-type: none"> <li>• Speech and Language <ul style="list-style-type: none"> <li>• Counseling</li> </ul> </li> <li>• Nursing Services</li> <li>• Occupational Therapy <ul style="list-style-type: none"> <li>• Physical Therapy</li> </ul> </li> <li>• Extended School Year</li> </ul>			

Students with severe emotional disabilities will also benefit from combining inclusion with resource room. In addition, a Check-In/Check-Out system will be very effective for students with emotional needs. A mentor will be assigned to the student and the student has a daily progress-monitoring sheet, which will be sent home daily. The parent can help to bridge behavior at school to positive incentives at home. Depending on the students' needs, the mentor will check in with the student at least three times daily or more as needed. In addition, the school counselor and/or administration will help the family with locating appropriate community support.

(3) Enrollment: Describe the school's strategy and plan to recruit, enroll, and retain students with disabilities. How will the school proactively address parent and community perceptions around the availability and appropriateness of the charter school to the needs of students with disabilities?

As a public school in Nevada, SLAM Academy welcomes students with special needs. Upon acceptance, parents will be asked to provide their child's IEP to the school's special education department so that placement to meet the child's needs can happen on day one.

SLAM Academy hereby agrees to adopt and implement the Nevada Department of Education policies and procedures with respect to serving students with disabilities, including the procedures for identifying students with special needs, developing Individualized Education Plans, and 504 Plans (as applicable). Special Education students will be provided with programs implemented in accordance with federal, state, and local policies (specifically, the Individuals with Disabilities Education Act (IDEA); the Americans with Disabilities Act of 1990 (ADA); and Section 504 of the Rehabilitation Act of 1993. Additionally, the School will follow guidelines and procedures detailed in the *SLAM Academy Special Education Manual*.

In order to ensure students with disabilities receive FAPE in the least restrictive environment, the School will work with the students and their families to provide, to the maximum extent appropriate, that children with disabilities are educated with children who are nondisabled. A school district shall use the term "inclusion" to mean:

- that a student is receiving education in a general education regular class setting reflecting natural proportions and age-appropriate heterogeneous groups in core academic and elective or special areas within the school community;
- a student with a disability is a valued member of the classroom and school community;
- the teachers and administrators support universal education and have knowledge and support available to enable them to effectively teach all children; and
- a student is provided access to technical assistance in best practices, instructional methods, and supports tailored to the student's needs based on current research.

(4) General Education Collaboration/Access: How will special education and related service personnel collaborate with general education teachers (e.g., team teaching, team planning, etc.) to ensure that all students are able to access a rigorous general academic curriculum?

Collaboration between general education teachers, special education teachers, and related service personnel is necessary for student growth. General education teachers will post their lesson plans online through Planbook.com. Special Education teachers will have access to this tool. Then, during weekly meetings, the Special Education teachers review the students' IEP goals/accommodations/modifications and the general education teacher's education teacher's lesson plans to interconnect the lessons. The teachers will form a collaborative plan and the daily special education lessons are then written and provided to the general education teachers and all instructional assistants that will interconnect IEP goals and core instruction.

Students with disabilities are provided services by a team of trained teachers and instructional assistants to ensure their individual needs are being met. Instructional assistants have been provided with professional development in order to assist the general education teachers in the regular classroom setting. This allows the special education students an environment in which they can interact with their peers, thus learning social if necessary.

All teachers in the special education department are highly trained generalists and degreed in their specific areas or currently working towards their licensure. The staff attends trainings in order to keep up-to-date on the latest trends in special education that will assist the students in being successful.

SLAM has a site facilitator in order to organize and follow through on all of the compliance checks necessary to fulfill a student's individualized education plan. The facilitator also trains the instructional assistants, special education, and general education teachers to capitalize on their knowledge on how to best serve students with disabilities.

The assistant principals and principal meet regularly with the site facilitator to share information gained from trainings and meetings all have attended to make sure the students are receiving the best education possible.

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

SLAM Academy's administration team will recruit highly qualified special education teachers through multiple means. The administration will use job-recruiting websites such as Teachers to Teachers. Administration will attend and recruit teachers at local teacher job fairs as well as teacher fairs in several states including Utah, Arizona, Minnesota, and New York. Teachers who are not licensed in Nevada will apply for teacher licensure.

All related service personnel, including speech and language therapist and school psychologists, are licensed in the State of Nevada or they have to apply for a license before they are hired.

(1) Staff Development: How does the school plan to train general education teachers to modify the curriculum and instruction to address the unique needs of students with disabilities across a broad continuum?

SLAM Academy has scheduled professional development days. During these days, professional development is offered in the areas of intensive interventions and research validated methods addressing the unique needs of students

with disabilities. The Special Education Facilitator, the Special Education Teachers, and the related services personnel (e.g. SLP and OT) will communicate with teachers providing instructional information on how to modify the curriculum and how to address the unique needs of students with disabilities.

- (2) Discipline: Explain how the school will protect the rights of students with disabilities in disciplinary actions and proceedings and exhaust all options in order to promote the continuation of educational services in the home school.

If a disabled student has a discipline problem, the administration contacts the parent for a parent meeting. If the student is suspended, the student's parent or guardian will pick up all of the student's schoolwork, on a daily basis, and return the finished work so that the student's grades are not affected by his or her absence from school. If necessary, a teacher would provide service in the home setting or the student will have alternative instruction in an after-school program. The MDT/IEP team will also meet after 9 days of suspension to complete a manifestation determination IEP meeting. The team will brainstorm other service and community resources that may benefit the student to prevent further behavior disruptions. A behavior analysis will be completed and the team will reconvene to write a Behavior Intervention Plan (BIP). The team may also request a behavior therapist to help in the process.

- (3) Monitoring: What are your plans for monitoring and evaluating both the progress and success of students who qualify for special education and related services across a broad continuum, and the extent to which your special education program complies with relevant federal and state laws? How will curriculum and instructional decisions be tracked and monitored by IEP teams and school personnel?

SLAM's special education programs will comply with all federal and state laws. The role of the special education facilitator will be to complete compliance reviews on all IEP's before and after the IEP meetings. In addition, the school will conduct monthly reviews of every confidential folder. The Special Education Facilitator will ensure that all meetings are held on time.

Special Education teachers will monitor their students' weekly progress to evaluate for growth and success. If a student shows no academic growth, then resource room is added to his/her IEP. Resource Room can be added up to 50% of the day to provide the necessary interventions to achieve academic growth. If a student shows academic growth, then the student is provided a less restrictive placement with support. As a student successfully progresses towards full-time in the general education curriculum, the special education teachers may direct services in the regular education classroom with supplementary aides and services until the student receives consultation services. Quarterly progress reports will be sent home. Progress reports will also be sent home more frequently as determined by an IEP team. Student grades will also be monitored weekly to see academic growth. If students are not receiving enough support determined by weekly progress monitoring and grade checks then the IEP will be revised.

All elementary school students will use daily monitoring sheets that general education teachers will use to complete a check out daily. The sheet will include items such as the following: direct instruction participation, class work participation, homework turned in, and citizenship. Each teacher will sign the student out of class. Copies of the form will go home with the student for his or her parent's signature. Special Education teachers will keep a copy. Students will return the signed copy the next day when they pick up his/her new monitoring sheet.

The Special Education Facilitator will help monitor the academic and behavioral growth of disabled students to ensure that the students' needs are being met. Adjustments to instructional programs will be made accordingly through the collaboration and progress monitoring of the general education teacher(s) and special education teachers.

- (4) Parental Involvement: What appropriate programs, activities, and procedures will be implemented for the participation of parents of students with a broad range of disabilities?

Staff will follow all IDEA procedures when implementing appropriate programs related to the evaluation, reevaluation, and any type of IEP by phoning parents to set up meetings and then following with two prior written notices. Check-In/Check Out systems and progress-monitoring reports will be sent home on a predetermined frequency: daily or weekly. Quarterly progress reports and report cards will be mandatory universal grade reports. Special education teachers and related staff will be expected to have frequent communication with parents of students with emotional and/or behavioral needs.

In this digital age, teachers will communicate with parents via email and text messages throughout the day if necessary to give updates, if a parent requests. In addition, the school will use Infinite Campus.

- (5) For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum. *If you are not proposing to operate a distance education or virtual school, please explain that this is not applicable.*

This amendment is to add elementary grades to the current charter; therefore, this item is not applicable.



## **D) FINANCIAL PLAN**

**This section must be completed for all applications.**

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

The SLAM Academy of Nevada Board oversees all aspects of the fiscal management of the school. The auditors, accountants, and educational management company retained by the Board, work as a team to develop financial statements and accounting reporting templates to ensure compliance with state and federal reporting guidelines. Under the supervision of the Board's Treasurer and in conjunction with the school's audit firm, Academica Nevada is responsible for the school's bookkeeping, financial reporting, and financial liability. The school principal will supervise the day-to-day cash collections at the school.

The person designated to draw all orders in pursuant to NRS386.573 for the payment of monies belonging to the charter school is the Principal. Each campus employs an office manager to work with Academica Nevada. All claims for payment from charter school funds are processed by Academica Nevada in conformance with charter school procedures. Payment is authorized against invoices properly supported by approved purchase orders with properly submitted vouchers approved by the governing body.

The campus principals are responsible for assuring that budget allocations are observed and that total expenditures do not exceed the amount allocated in the budget. The Board outsources payroll processes to a 3rd party vendor. Preparation of payroll, including time schedules and payroll periods, will be done in accordance with each employee's agreement with the governing body. Employee health, accident, dental and other types of insurance will be provided as outlined in the agreements. mandatory payroll deductions will be withheld as required by state and federal law. Payroll information will be uploaded by the office manager into the portal provided by the vendor in time for the payroll vendor to process all payroll information.

SLAM Academy of Nevada complies with the Model Financial Procedures for Charter Schools, developed by the NDE in 2008 and as may be revised by the SPCSA. The function of charter school purchasing is to serve the educational program by providing the necessary supplies, equipment, and services. The governing body will appoint the purchasing agent. He/She will be responsible for developing and administering the charter school's purchasing program. Any officer or employee of the governing body may incur no obligation unless that expenditure has been authorized in the budget or by governing body action and/or governing body policy. In all cases, calling for the expenditure of charter school money, except payrolls, a requisition and purchase order system must be used. Unless authorized by the administrator, no purchase will be authorized unless covered by an approved purchase order. No bills will be approved for payment unless purchases were made on approved orders. The administrator will review bills due and payable for the purchase of supplies and services to determine if they are within budget amounts. After appropriate administrative review, the administrator will direct payment of the just claims against the charter school. The administrator is responsible for the accuracy of all bills and vouchers.

- (2) **Attachment 13.** Present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative. Include the following:
  - (a) A detailed discussion of Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.

The budget created for SLAM Academy of Nevada includes the per-pupil revenue assumption of \$7,167 for the current fiscal year of operation (2019-2020), with an estimated 1.30% increase each subsequent year thereafter. Assumption of \$7,167 was based on the per-pupil revenue currently being funded during the 19-20 school year.

- (b) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of **Attachment 13**. Please ensure that

your narrative specifically references what page this evidence can be found on in the attachment.

Refer to [Attachment 13 \(Budget Narrative\)](#) for a more detailed overview of all anticipated funding sources.

- (c) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.

Refer to [Attachment 13 \(Budget Narrative\)](#) for a more detailed overview of all anticipated expenditures.

- (d) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated, including both the scenarios identified in subsections e and f.

SLAM Academy of Nevada has presented a fiscally conservative budget for their first 5-years of operation. However, if student enrollment is lower than expected, many budgeted expenses will decrease as a result; this includes EMO/CMO Fees, student supplies, IT fees, etc. Refer to [Attachment 13 \(Budget Narrative\)](#) for a more detailed overview of all anticipated budgeted expenses.

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

SLAM Academy of Nevada collaborates closely with Academica Nevada in searching and applying to receive grants deemed beneficial to the school in order to further support the planning and implementation of the charter.

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

SLAM Academy of Nevada did not rely on philanthropic revenue for their operations in their budget. Refer to [Attachment 14 \(School Budget\)](#) for a detailed overview of all the budgeted revenue and expenses.

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

Refer to [Attachment 14 \(School Budget\)](#)

- (4) Submit, as an **Attachment 15**, a detailed budget for the operator at the network level (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

Refer to [Attachment 14 \(School Budget\)](#) – [Attachment 15 \(Network Budget\)](#) Not Applicable

- (5) Provide, as an **Attachment 16**, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.

Available upon request.

- (6) Complete the audit data worksheet in **Attachment 17**. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in **Attachment 17**.

Refer to [Attachment 17 \(Audit Data\)](#)

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

SLAM Academy of Nevada does not rely on fundraising programming to support the day-to-day operation of their school and as such this question is not applicable to SLAM Academy of Nevada.

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

The financial policies and procedures adopted by the Board are reflected at each of the campuses. The Board, SLAM Academy Lead Principal, and Academica Nevada will work with and train the school principal and office manager in all financial policies and procedures. The SLAM Academy of Nevada Board oversees all aspects of the fiscal management of the school. The Board will review financial statements at minimum once per quarter and Academica Nevada will prepare the financial statements for the designated board meetings. Academica will meet with school principals during the development of annual budgets to collaborate in creating a complete budget. Academica Nevada will then present annual budgets to the Board for their consideration. Under the supervision of the Board's Treasurer and in conjunction with the School's audit firm, Academica Nevada is responsible for the school's bookkeeping, financial reporting, and financial liability. The principal of the school will supervise the budget and day-to-day cash collections at the school. Academica Nevada will meet regularly with the school principals to review their budgets.

## **E) OPERATIONS PLAN**

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

1. Historical performance

- (a) Performance Data: schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority’s eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state. Please provide a narrative demonstrating that the school meets the organizational criteria for approval.

SLAM Academy reviewed the findings from its annual financial audit and other metrics such as days-cash-on-hand, annual surplus and debt service ratio and determined the school is in a financial position to expand. SLAM Academy assessed the parent-teacher surveys, teacher-administrator surveys, educational management annual review, and SPCSA organizational performance framework findings and determined the school is also in an organizational position to expand.

- (b) Interventions: Please explain any past organizational/compliance performance that has not met expectations. How did the governing body diagnose the under-performance, how were appropriate intervention(s) determined by the governing body, how are they being implemented by staff, and how is the governing body monitoring implementation of the interventions on a monthly basis?

During its second year of operation, SLAM Academy experienced a decline in student performance. The NSPF awarded the school a 2 Star rating as opposed to a 3 Star it earned the previous year. The leadership team took a closer look at the data and determined that the students, especially those within the various subgroups, did not experience much growth in their ELA (1% growth) and math (5% growth) courses. The iReady assessments were being used, however, without much fidelity.

Leading into the school’s third year, the leadership team created a plan to address the deficiencies discovered through a careful review of the academic supports needed to help raise student growth. Students participated in benchmark assessments to determine their strengths and weaknesses. The leadership team built into the school schedule 45 minutes extra of instruction and after school supports. With those extra minutes, intensive math and reading courses were built into students’ schedules, USA Test Prep bell ringer questions/problems were added at the beginning of each class for students to answer and complete and Achieve 3000 was made available for students needing extra language supports. Data folders were created and used throughout the quarters and maintained by students, which contained WiDA, iReady, and SBAC scores which were analyzed more closely with interventions created and monthly check-ups to help move students along more readily. The leadership team also recognized students needed more time in the core classes. As a result, elective courses were replaced by intensive math and ELA classes with targeted interventions used based upon iReady data collected week to week as teachers progressed monitored students’ understanding of specific skills. In order to carry this out, 14 teachers sold their preparation periods in order to offer these remedial and intensive courses. Additionally, an administrator was hired to oversee the EL and Zoom programs. To help motivate students to achieve at a greater rate, incentives such as field trips were sponsored and carried out throughout the school year. When students were caught up and refocused on achievement, they were permitted to return to their original elective courses.

Currently, the school has dedicated math and reading intervention teachers who are licensed in those specific content areas and has two instructional coaches to help support teachers as they collaborate on lesson plans, evaluate assessment data, and create additional supports to target specific interventions.

SLAM Academy earned a 3 Star rating from the State for the 2018-19 school year. Although this is a fair score, we are not satisfied with the results of our efforts. We still need to fine tune our approach in order for our students to experience greater growth in their ELA and math courses. The priorities established to drive achievement will be to utilize the iReady assessment as it was designed to be implemented. It will be scheduled as part of our day-to-day operations with built-in time to carefully analyze the results. Instruction will be designed with these results in mind and additional supports will be created more plentifully. PLCs will be instituted in order to have productive dialogue among the instructional staff with specific conversations centered around student growth in ELA and mathematics.

- (c) What are the key areas in which the existing school or schools/campuses need to improve, as determined by the governing body, and what are the priorities to drive further success?

The key priority in which the existing school has focused on improvement is in academic achievement and growth. During the second year of operation, SLAM Academy experienced a decline in student performance. The NSPF awarded the school a 2 Star rating as opposed to a 3 Star it earned the previous year. A plan was put into place to address the deficiencies going into the third year of operation, and in the most recent ratings, SLAM Academy received a 3-star rating. While the governing board is proud of the improvement, the Principal has continued to focus on the data and fine tune data analysis and student supports to continue the academic growth of the school's students, which is explained in more detail in the Academic Plan.

2. Organization governance structure & board development:

- (a) Describe how the organization's governance structure will adapt to oversee and support the 6-year growth plan and addition of new school(s). Include any impact on: (1) the composition of the Board, the Board's roles and responsibilities, and the Board's development priorities and (2) the Board's relationship to individual campuses.

The school is currently led by Principal Dan Triana and is governed by a 7-member Board of Directors. SLAM's governance structure will not change significantly, but there is currently a vacancy and the board will soon begin the process of finding a parent to fill the position that complements the expertise current members possess. The new elementary school will be led by Shannon Evers, the school's current assistant principal.

The board will continue to ensure that the school works towards its mission specific goals by focusing on strategic questions, planning and directing all decisions toward the fulfillment of the school's mission, vision, and purpose. The board will also continue to exercise reasonable care, good faith, and due diligence in governing and managing the affairs of the school, especially in regard to monitoring the performance of new grade levels and the proposed new facility.

- (b) Describe the diverse skillsets that currently exist on the Board and note any additional type of expertise that the Board may seek to help support the growth plan.

The current members have the necessary skillset to support the growth plan. The diverse skillsets include expertise in employment and business law, accounting, education, special education, school administration, business administration, and sports leadership. As mentioned before, there is a vacant seat and SLAM will be seeking a parent member to fill that vacancy.

- (c) Identify any Board development requirements relative to the organization's governance needs at each stage of growth.

Board members are required to complete at least 4 hours of professional development annually. If necessary, the board will receive additional professional development necessary to help guide them through the necessary elements of any corrective action plan it develops to address underperformance.

- (d) Describe how the Board identifies and addresses conflicts of interest. Attach a code of ethics that includes a formal conflict of interest policy and specifies the procedures for implementing the policy.

The Board's Conflict of Interest policy (Attached) contains the following procedures to identify and address conflicts of interest:

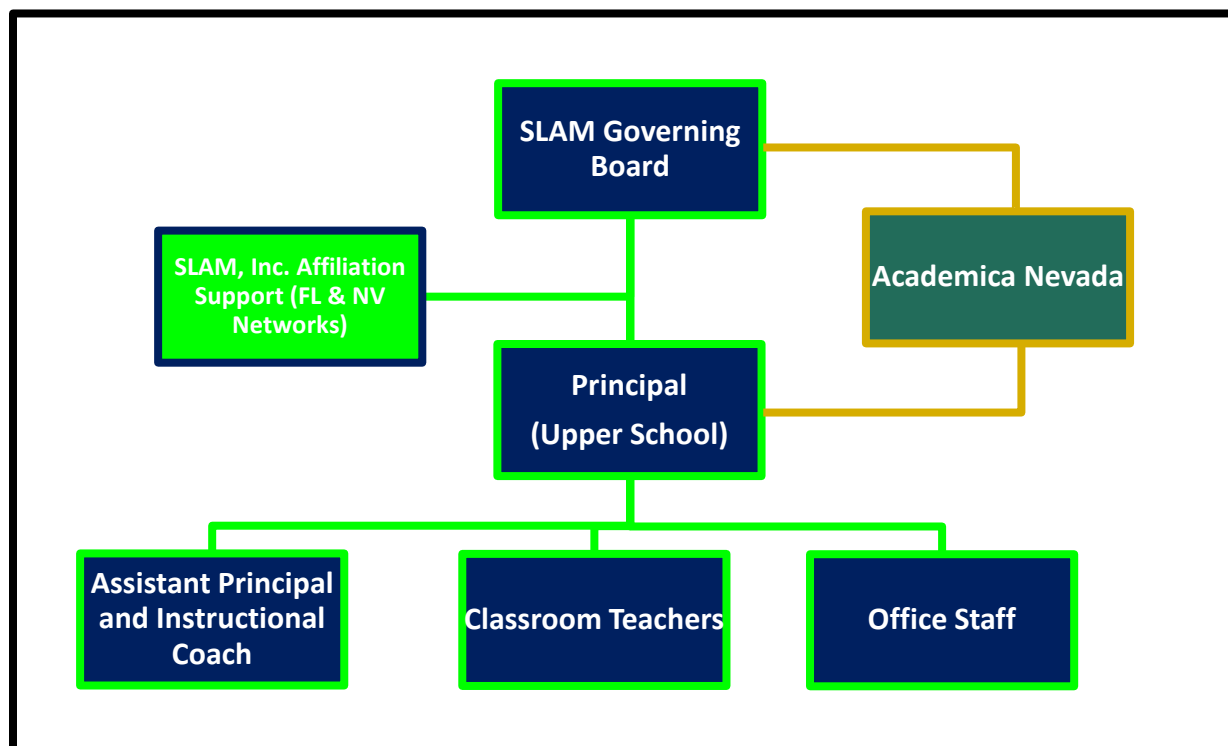
- 1) Duty to Disclose – In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board or Executive Committee.
- 2) Recusal of Self – Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.



- 3) Determining Whether a Conflict of Interest Exists – After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or Executive Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Executive Committee members shall decide if a conflict of interest exists.
- 4) Procedures for Addressing the Conflict of Interest:
  - a) An interested person may make a presentation at the Board or Executive Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - b) The Chairperson of the Board or Executive Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c) After exercising due diligence, the Board or Executive Committee shall determine whether SLAM Academy of Nevada can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Executive Committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in SLAM Academy of Nevada's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

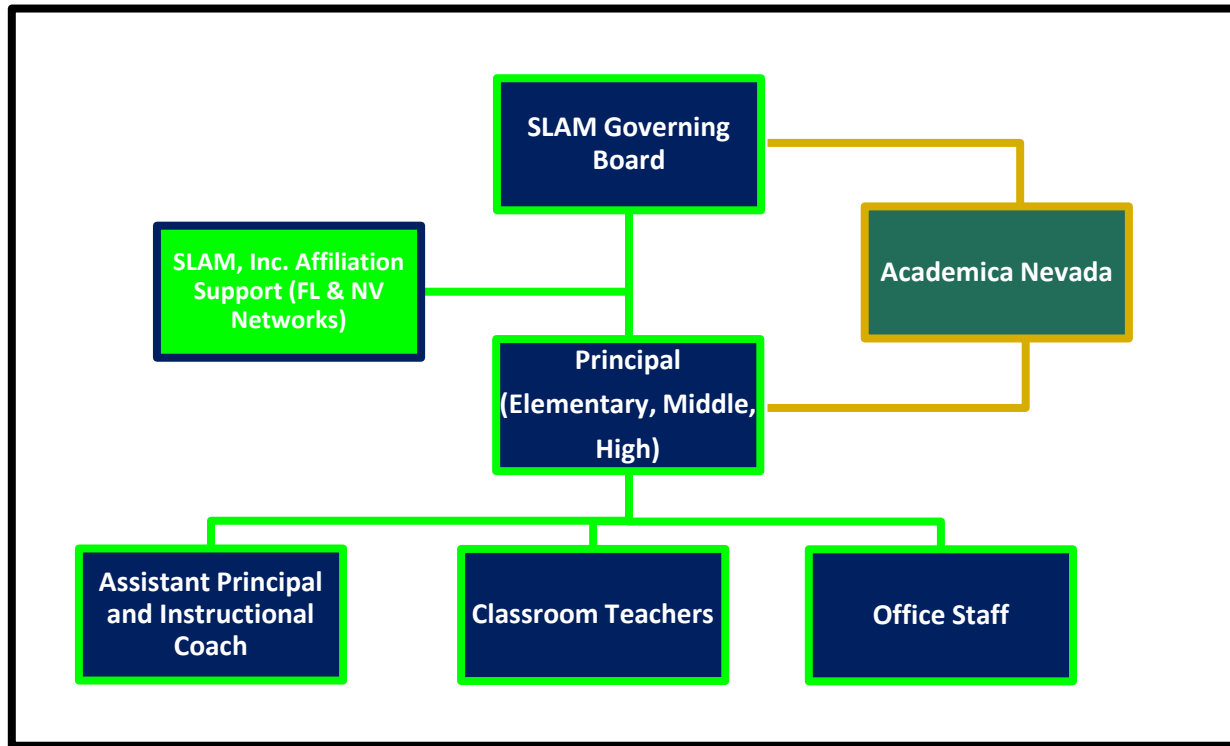
3. Organization charts and decision-making authority:

- (a) Provide the following organizational charts:



(i) Current

- (ii) Vision for school in three years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within three years)



(iii) Vision for school in six years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within six years)

The vision/organization for the school will remain the same in six years. Please refer to the chart above.

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

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

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

The new elementary school principal is SLAM's current Principal, Dan Triana, therefore achievement data is the same as outlined in previous sections.

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

- School leadership;
- School business operations and finance;
- Governance management and support to the Board;
- Curriculum, instruction, and assessment;
- At-risk students and students with special needs;
- Performance management; and
- Parent and community engagement.

SLAM's Principal, Dan Triana is uniquely qualified to lead the school's addition of elementary grade levels. His past experience at several Clark County School District Alternative Education programs and multiple at-risk high schools in the Las Vegas Valley matched with his passion for helping students realize their potential provide the exact type of leadership necessary to connect with the SLAM's students. Before beginning his teaching career, Dan Triana worked for a nonprofit organization where he served the underprivileged in Johannesburg, South Africa; Istanbul, Turkey; Mexico City, Mexico; and Manila, Philippines. Witnessing the devastating effects of poverty, oppression, and a lack of education fueled his passion to serve diverse learners in his own community.

Mr. Triana began his teaching career as an English Language Learner specialist at Cortney Middle School, where he once again enjoyed working with diverse learners from various parts of the world, helping them to develop language acquisition and literacy skills through math, social studies, and English Language Arts. Dan Triana served as an administrator with the Clark County School District for 14 years where he gained both knowledge and expertise assisting teachers in standards based curricular issues, instructional techniques, and classroom management at both the middle and high school levels. Most recently before becoming the Principal of SLAM, Mr. Triana was able to refine his leadership skills serving as principal in alternative schools for eight years.

The combined experience of Mr. Triana and Ms. Shannon Evers (Assistant Principal) gives SLAM's governing board the confidence that they have the capacity to implement the new school. Academica Nevada will continue to provide support in business operations and finance and governance support. SLAM's ability to effectively serve its students will be further bolstered by its partnership with the original SLAM school in Miami-Dade County, Florida.

6. Explain who is responsible for school leader coaching and training and what those processes will look like in action. Please include any existing competencies used for school leader selection and evaluation, if available (provide as an **Attachment**\_\_\_).

Through the affiliation with SLAM, Inc. the school's leaders receive on-site principal training and professional development. SLAM, Inc. also hosts retreats for school leaders to share best practices occurring across the SLAM Inc network.

The board's minimum qualifications for a principal requires a Master's Degree or higher from an accredited college or university and a minimum of five years of school experience, including a minimum of three years of experience as a principal or assistant principal.

7. Explain your school leader's role in the successful recruitment, hiring, development and retention of a highly effective staff.

Principal Dan Triana and Assistant Principal Shannon Evers will be responsible for building a team of qualified personnel to execute SLAM's Mission and Vision in the new elementary school. They will have administrative support from Academica Nevada to help coordinate travel to recruitment fairs and list job postings. Once they have identified qualified personnel, they will ensure appropriate professional development is provided to make sure all personnel are continually prepared to educate students in SLAM's community. Mr. Triana and Ms. Evers will be responsible for fostering a culture of equity, collaboration, and communication that allows both teachers and students to thrive. Additionally, Ms. Evers, Mr. Triana and the board will work together to provide competitive compensation and benefits packages to assist in the retention of high quality educators.

8. Explain your campus instructional leader's role in providing instructional guidance and school culture guidance. How will the leadership team work in support of the campus instructional leader's guidance?

Through the SLAM Academy, Inc. affiliation, the SLAM Elementary School administration will receive instructional and school culture guidance. The administration will then proceed to provide PD in these areas to the educational staff.

9. What systems are in place in your leadership team structure to ensure redundancies in knowledge and skill?

Mr. Triana and Ms. Evers will work collaboratively and receive the same support through the SLAM, Inc. affiliation, which will help to ensure redundancies in knowledge and skill on the SLAM school model and in best practices.

## 2. LEADERSHIP FOR EXPANSION

- a) Describe the operator's current or planned process for recruiting and training potential network leaders. Explain how you have developed or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.
- b) Identify the proposed regional director candidate, if applicable, and explain why this individual is qualified to lead the expansion of the organization (provide a resume as an **Attachment** \_\_\_\_). Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school network.
- c) If a regional director candidate has not yet been identified, provide the job description (as an **Attachment** \_\_\_\_ ) or qualifications and discuss the timeline, criteria, and recruiting and selection process for hiring the regional director. Note: It is strongly encouraged that schools proposing to open new campuses in the 2018-19 school year, identify the regional leader (*Regional Director, Executive Director, etc.*) in the proposal. The SPCSA reserves the right to require schools which do not have network leadership and support position candidates identified to defer opening new campuses until the 2018-19 school year and to add additional criteria to the pre-opening requirements for such campuses.

This section is not applicable because SLAM Nevada will not be hiring a network leader. Each campus principal will report directly to the governing board.

## 3. STAFFING

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

**Sample Excerpt—Complete using Excel file**

Year	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
<b>Management Organization Positions</b>						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						

Please see *Attachment 13 & Attachment 14*.

## 4. HUMAN CAPITAL STRATEGY

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

- a) **Recruitment:** Identify whether recruitment will be managed at the campus or network level. Identify key partnerships and/or sources the operator will rely upon of teachers and leaders. Identify the process the operator will rely upon to identify and develop high-quality leaders and high-quality teachers.

The principal will be responsible for recruiting staff. She will use multiple means to identify qualified staff including attending recruitment fairs, posting on job sites, and coordinating with postsecondary educational institutions.

SLAM supports the development of high quality teachers with frequent feedback through observations and evaluations and supportive mentoring. SLAM is committed to the implementation of instructional strategies and methods focused on the key areas of collaboration, communication, creativity and critical thinking. To achieve this goal, the school must attract and retain highly qualified teachers who are committed to the ideas behind these strategies and willing to do the work necessary to create an engaging learning environment. The principal will identify and hire effective teachers who strongly believe in the mission of the school, and will then provide the professional development and compensation plans necessary to ensure a high retention rate.

- b) **Leadership Pipeline: Discuss the specific measures and timelines the organization will employ to identify and develop organizational and school leaders. For example, explain:**
- 1) How the school plans to identify leadership internally and externally;
  - 2) Who will be responsible for hiring leaders;
  - 3) Formal and informal systems that will prepare leaders for their responsibilities;
  - 4) The school's philosophy regarding internal promotions;
  - 5) The timing for identifying leaders in relation to the launch of a new campus; and,
  - 6) Internal or external leadership training programs.

SLAM Nevada has already selected the leader for the elementary grades proposed in this application. SLAM supports staff to develop into leaders through professional development and supporting certification in educational leadership. The Educational Leadership Reimbursement Program cultivates and develops future school leadership. Under this program, full-time certified teachers who have been teaching for at least three (3) years, have been teaching at SLAM for at least one (1) year, and have consistently exceeded their performance standards on their employee evaluations may receive reimbursement of graduate level courses required to obtain state certification in educational leadership. Preliminary approval for educational leadership tuition reimbursements will be granted at the sole discretion of the principal.

Consistently effective staff members are encouraged to apply to the Doral Leadership Institute. This institute is designed to create a leadership pipeline into charter schools. Modules are covered in the institute which focus specifically on leadership within a charter school network and include:

- Effective Leadership
- Human Resources
- Positive School Culture
- Budgets and Fiscal Responsibility
- Effective School Operations
- Special Programs
- School Safety
- Community Partnerships and Public Relations

- c) **Professional Development:** Identify the school's plan to meet professional development needs. Include whether professional development will be managed at the school or network level and how new campuses will be added to existing professional development. Also identify the method the school will use to determine the effectiveness of professional development.

Prior to the new school year, the principals will work together to train teachers and staff on the school's mission and visions, educational philosophy, and programmatic elements of SLAM's thematic curriculum model will have planning opportunities to work collaboratively on scopes and sequences and thematic units for the year.

SLAM will offer PD opportunities throughout the school year in a variety of forms. Appropriate and relevant school wide professional development will occur on teacher planning days as well as on early release dates. All staff will participate in school-initiated and other relevant and necessary workshops for professional development, and a member of the administrative team will coordinate, assist and monitor the staff development process. In-house workshops and meetings will be held monthly by administrators and may occur as often as biweekly through team leaders, in order to facilitate support, encourage communication, allow for team planning, and troubleshoot concerns and needs. Professional Development offered to teachers will align with current student achievement data, curriculum and instructional personnel needs, and annual school improvement plans. Select teachers will attend local, state and national conferences and serve as "trainers" to the remainder of the staff at the school.



In addition to school-wide professional development opportunities, faculty members will each complete a Professional Development Growth Plan as a means to document and identify areas for personal targeted professional growth, including the identification of strategies for obtaining specified goals, its' compatibility to ensuring the professional development exercise will serve to benefit the student, and a timeframe in which the staff development exercise should occur. The principal or member of the administrative staff, together with the teacher, will commit to this plan, including the allocation of necessary resources for plan implementation, and providing support for new/struggling teachers by veteran/mentor teachers.

- d) **Performance Evaluations and Retention:** Identify the school's approach to staff performance evaluations. Identify how frequently the organization plans to: evaluate teachers, campus administrators, and network leaders and staff, who will evaluate whom, and how the organization plans to retain high-performing teachers and administrators?

In line with best practices, the principal will administer reviews/evaluations of teachers and staff members annually. The principal will observe the staff in day-to-day activities to determine strengths and areas of deficiency, and if necessary, the appropriate remediation. The principal will provide regular performance feedback to staff members including but not limited to, constructive remediation, problem-solving support, and recognition for exemplary performance, formal and informal evaluations. All employees will be observed on an ongoing basis by the principal, using both formal and informal observations. Formal observations may include a pre-observation conference as well as a post-observation feedback session. First year teachers will have at least three formal observations (observation cycles before 40, 80 and 120 days of instruction), and second year teachers will have at least two formal observations (observation cycles before 80 and 120 days of instruction) per year. All teachers will have at least one formal observation per year.

The governing board will be responsible for evaluating the principal one time per year. The evaluation process will give the administrator an opportunity to set personal and professional goals in alignment with the charter prior to the beginning of the school year. The formal evaluation will consist of documentation demonstrating the principal's progress toward meeting school and professional goals and setting new goals. The evaluation process will also provide opportunities to recognize exemplary performance or correct concerning behavior.

SLAM believes that one of the most important factors in retaining teachers is having supportive school leadership. The two principals will strive to create a culture that allows educators to take ownership of the curriculum and make important pedagogical decisions in and out of the classroom. The school will also provide time for common planning for teachers by subject area/grade level in order to strengthen and maintain positive relationships among this professional learning community. Our goal is to create a culture of "teamwork" amongst all stakeholders in an environment where students are inspired to learn and teachers are empowered and treated as the professionals they are.

- e) **Compensation:** Explain the board's compensation strategy and salary ranges for network and school level staff. Discuss how the compensation structure enables the organization to attract and retain high quality staff and describe any incentive structures such as bonuses or merit pay. Compare the proposed salary ranges to those in other organizations, charter schools and local districts, as applicable.

Salary ranges for employees will be as follows:

**TABLE 5: Proposed Salary Ranges**

Position	Salary Range
Principal	\$100,000-\$130,000
Assistant Principal	\$70,000-\$85,000
Counselor	\$50,000-\$60,000
Instructional Coach	\$50,000-\$60,000
Office Manager	\$40,000-\$50,000
Registrar	\$35,000-\$45,000

Teachers	\$40,000-\$55,000
Secretary/Receptionist	\$12.00-\$14.00/hour
Security/Maintenance	\$12.00-\$14.00/hour

For further information on Salaries, refer to the *Budget Narrative Attachment*.

In addition to receiving a competitive benefits program, teachers will be paid salaries commensurate with their experience and comparable to the Clark County School District and other charter schools within the area. Furthermore, in an effort to retain high performing teachers, returning teachers will be eligible for retention bonuses and pay-for-performance raises based upon their evaluations from the previous school year.

## 5. SCALE STRATEGY

- a) Describe the steps that you will take to scale your model to new sites, including the people involved and the resources contributed both by the founding campus and the new campuses.

SLAM will rely on the expertise the existing Principal, SLAM, Inc. Academica Nevada, and local community partners to scale to the new elementary school. SLAM, Inc. can a resource to help the new school administrator, provide professional development, assist in developing scopes and sequences, etc. as it did when the 6-12 campus opened.

Academica staff will also work with the new principal to procure all furniture, fixtures, equipment, technology, etc. SLAM Nevada already possesses the land needed for the proposed elementary school building. The lot for the proposed elementary site sits adjacent to the existing upper school building, just south of the campus. SLAM used Nevada Sports Properties, LLC to build its upper school campus and anticipates this relationship will continue on to serve as the financing option for the proposed elementary building. SLAM will also consider other financing solutions to give the school the best financial outcome possible.

- b) If the school is affiliated with a CMO or EMO that operates schools in other states, compare your efforts to scale operations to Nevada to past scale efforts in other states.

SLAM does use an EMO, Academica Nevada, however this question is not applicable to Academica Nevada, because although Academica nationally supports charter schools across several states, Academica Nevada has operated in Nevada since 2011 and already supports five performing, organizationally sound, and financially prudent charter schools across 24 campuses in Nevada. SLAM anticipates that the efforts made by Academica Nevada to scale operations for other schools will be similar. Academica Nevada has already been able to assist SLAM Nevada in identifying sites, procuring facilities and equipment financing, recruiting staff, enrolling students, creating marketing materials, and providing training on school policies and procedures.

- c) Describe your plan for embedding the fundamental features of the model that you described in the transformational change section in each new campus that you plan to open.

The new campus will maintain the same underlying purpose of the 6-12 campus by continuing its affiliation with SLAM, Inc. Through the affiliation, the school leader will receive coaching and training regarding the SLAM, Inc. instructional model. The principal will also receive training from the current principal. The main focus of the training will be on how to implement the SLAM educational philosophy. The principal will receive a multi-day training in Florida from SLAM, Inc. administrators, as well as weekly communication regarding the implementation of the SLAM educational model through principal chats.

- d) Explain any shared or centralized support services the management organization will provide to campuses in Nevada.

Academica Nevada primarily provides shared centralized support services including but not limited to the following:

- Assist the Board in creating budgets and financial forecasts;
- Monitor and assure compliance with all state reports;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;

- Assist with systems development;
- At the Board's direction, prepare agendas and post notices of all board meetings;
- Assist the Board in identifying and retaining an employee leasing company; and
- Provide human resources related services such as dispute resolution; and
- Contract preparation and review.

SLAM, Inc. primarily provides:

- On site principal training and professional development;
- On site teacher training and professional development;
- Classroom critique and assessment;
- Technology training; and
- Help attaining accreditation

- e) Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among campuses, and specific service goals of the network. Please also include how the school will measure successful delivery of these services. In the case of a charter management organization proposing to contract with an education management organization, service goals should be outlined in the term sheet and draft contract provided later in **Attachment \_\_\_\_**. Note that Nevada law allows charter schools to contract for the management or operation of the school with either a for-profit or non-profit education management organization.

There is no change to the current structure, services to be provided, or costs to those services from the current Academica Nevada contract and the SLAM, Inc. affiliation agreement.

- f) Using the table below, summarize the division school- and organization-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc. This division of responsibilities will be evaluated both in the context of Nevada law and regulation and best organizational and authorizing practices nationally.

Function	Mgmt Org Decision-Making	Network Leader Decision-Making	Board Decision-Making	Campus Leader Decision-Making
<b>Performance Goals</b>	Academica Nevada does not set school-based Performance Goals.	N/A	The Board and principals set annual goals to address student performance and organizational management.	SLAM Administrators set quarterly student performance goals. The Administration is responsible for monitoring student assessment throughout the school year to assess student and teacher performance.
<b>Curriculum</b>	Academica works with the School's administration to procure curriculum.	N/A	The Board delegates the identification of curriculum to principals. The Board will verify that all curriculum purchased by the school are aligned with state/federal requirements.	Based upon teacher and student feedback and student performance data the Administration is in charge of aligning curriculum to ensure success.

<b>Professional Development</b>	Academica will identify opportunities for board member, teacher, and administrator professional development.	N/A	The Board participates in professional development annually.	A member of the Administrative team will oversee, coordinate, assist and monitor the staff development process. The administrative team will be responsible for collaborating with SLAM, Inc. for joint professional development and training.
<b>Data Mgmt &amp; Interim Assessments</b>	Academica works to identify and procure data management systems for the school.	N/A	The Board oversees that data management is being compiled in a compliant and effective way. The Board provides resources to the Administration to procure highly effective assessment tools for the school.	The administration will determine the best possible interim assessment systems to use for the progression of their students. The school administration and teachers will be responsible for interpreting the data and setting individual campus goals.
<b>Promotion Criteria</b>	Academica assists, if requested, in making suggestions to the Board in creating promotion criteria that is used in successful charter school systems throughout the country.	N/A	The Board has adopted a Pay for Performance model that includes input from the administration and teachers.	The administrative team will be responsible for communicating promotion criteria to staff and making evaluations of staff.
<b>Culture</b>	At the direction of the Board, Academica will assist to create a school culture survey and disaggregate the data to be presented to the Board annually.	N/A	The Board and adopts policies and procedures to help create a culture that fosters the Mission and Vision of Mater Academy of Nevada.	School leadership teams will lead in a way to promote a healthy and enjoyable school environment for their teachers, students, and parents.
<b>Budgeting, Finance, and Accounting</b>	Academica is responsible for developing the school's annual budgets and financial forecasting. Academica will help implement and draft financial policies under the direction of the Board to help the school maintain financial viability.	N/A	The Board oversee all aspects of the fiscal management of the school. The Board's Treasurer specifically is responsible for reviewing and approving school financials. The Board has adopted a financial policies and procedures manual that is in line with	The school principal will oversee portions of the budget such as expenses related to curriculum, office supplies, printing, copiers, travel, etc. The principal will review their budget with Academica on a monthly basis.

	Academica is responsible for bookkeeping and monitoring the school accounts to keep the school within their budget. Academica helps conduct and assist the Board's chosen accounting firm in their annual audit.		financial best practices of charter schools across the country.	
<b>Student Recruitment</b>	Academica assists the Board and the administration to develop and implement recruitment plans, including but not limited to: websites, social media, flyers, mailers, advertisements, open houses, etc.	N/A	The Board will develop a campus budget in their start-up year for marketing and student recruitment. If the school is unable to attain the full enrollment, funds will be allocated for student recruitment.	The principal and administration are responsible for attending events to help recruit students. The principal is instrumental and a focal point in recruiting students during start-up and operational years of the school.
<b>School Staff Recruitment &amp; Hiring</b>	Academica assists the Board if requested to help identify candidates for principal positions. Academica, if asked, will assist with principal searches by conducting a national recruiting campaign.	N/A	The Board develops and reviews specific personnel policies to support its goals and to ensure fairness and compliance with state and federal law. The Board will interview and hire the new campus's principal.	The school principal and school administration will interview and hire all teachers and support staff. The school principal and school administration will attend teacher recruitment fairs if needed.
<b>HR Services (payroll, benefits, etc.)</b>	Academica, at the Board's request, will identify and recommend a 3rd party pay roll company. Academica is a school resource for questions or issues related to payroll and benefits. Academica will help the Board and school administration with HR Services to make sure that all proper steps and procedures are taken when dealing with staff, students, and parents.	N/A	The Board chose a 3rd party payroll company to contract with for the processing of Mater Academy payroll.	The office staff, school principal and administration will serve as a HR resource to their teachers and staff. The school administration will work with Academica to make sure that HR policies and procedures are followed correctly.



<b>Development/ Fundraising</b>	Under the Direction of the Board, Academica will use their resources to find development/financial groups to work with the school. Academica will be a resource to the Board in the development phase as they have opened more than 100 schools across the country.	N/A	With the assistance of the Administration and Academica, the Board will fundraise through its relationships in the community. The Board will decide which development groups they will deal with for the building of a facility.	The school administration will assist the Board in its development and fundraising efforts.
<b>Community Relations</b>	Academica assists the Board and school administration with public relations and planning events within the community.	N/A	The Board builds relationships with groups and organizations in the community that support Mater Academy of Nevada's vision and mission.	The school administration will network and engage community businesses and organizations for the purposes of after-school programs, fundraising, field trips, educational programs, guest speakers, etc.
<b>IT</b>	Academica, at the Board's request, helps the Board identify a 3 <sup>rd</sup> party IT service provider.	N/A	The Board chose a 3 <sup>rd</sup> Party IT company to contract with for IT services.	The principal is responsible for reviewing the service provided by the IT company.
<b>Facilities Mgmt</b>	With input and approval from the school principals and Board, Academica manages 3 <sup>rd</sup> party contractors for the maintenance and repair of MAN's facility.	N/A	In compliance with all public-bidding laws, the Board selects vendors.	The school principal will have staff notify them of any facility concerns. The school principal will contact Academica with any issues regarding the facility for repair.
<b>Vendor Management / Procurement</b>	Under the direction of the Board, Academica issues requests for proposals from vendors, reviews contracts, and offers recommendations. Academica is responsible for procurement of the School's furniture, fixtures and equipment.	N/A	In compliance with all public-bidding laws, the Board selects vendors.	The school principal gives feedback to the Board and Academica regarding the quality of service provided by vendors, and will contact Academica for any changes or corrective action that needs to take place with vendors.
<b>Student Support Services</b>	Academic Nevada will help identify a 3 <sup>rd</sup> party Student Support Organization.	N/A	The Board allocates resources to the school budget for	The principal will develop programs to assist students in overcoming personal

			student support services.	concerns and academic deficiencies that could impair their ability to succeed as students.
<b>Other operational services, if applicable</b>	N/A	N/A	N/A	N/A

## 6. STUDENT RECRUITMENT AND ENROLLMENT

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

- Explain the plan for student recruitment and marketing for the new campuses that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure. For schools which are giving one or more statutorily permissible admissions preferences pursuant to NRS 386.580 or SB390 (2015 session), please indicate if you plan to focus your student recruitment efforts in specific communities or selected attendance areas.

SLAM will use similar marketing and recruitment tactics they used when the original campus opened. This includes utilizing the school's website and social media pages, buying ads on social media to reach a broader audience, and participating in informational fairs. In compliance with NRS 388a.450, SLAM will circulate mailers within a two-mile radius of the school to households with children in order to inform families when the school will be opening, how to apply, and the process for enrollment.

SLAM Nevada wants to ensure all families are informed about their educational options, including youth at risk of academic failure. Often, these families are harder to reach and may not have access to the internet to view online outreach. In order to reach these families, SLAM Nevada will post flyers in local public facilities, such as community centers and libraries. Additionally, SLAM will have informational booths at community events and at parks, community centers, grocery stores, etc. SLAM will utilize relationships with community groups that it has already established, like the Boys and Girls Club, the YMCA, and local church groups.

- Provide a detailed discussion of the school's track record in recruiting and retaining students that reflect the ethnic, socio-economic, linguistic, and special needs diversity of the current charter school and each campus to at least the level reflected by the attendance zones where the charter school will operate facilities before approving the proposal. Please provide the school's past enrollment and retention performance for all years since the inception of the school broken out by race, ethnicity, language other than English, disability and 504 status, and eligibility for free and reduced priced lunch both as a school and in comparison, to the school's current zoned schools.

SLAM Nevada Student Demographic, Year by Year				
	2016-17	2017-18	2018-19	2019-20
<b>Am In/AK Native</b>	N/A	-	.3%	2%
<b>Asian</b>	N/A	3%	3%	3%
<b>Hispanic/Latino</b>	N/A	51%	52%	52%
<b>Black/African-American</b>	N/A	8%	12%	12%
<b>White</b>	N/A	29%	23%	23%
<b>Native Hawaiian/Pacific Isl.</b>	N/A	-	2%	2%

<b>Multi-Racial</b>	N/A	7%	6%	6%
<b>IEP</b>	N/A	9%	10%	12%
<b>ELL</b>	N/A	7%	10%	12%
<b>FRL</b>	N/A	33%	52%	65%

According to data obtained from the Nevada Report Card on demographics of surrounding middle and high schools, SLAM's demographics closely match those of surrounding CCSD schools (Cortney JHS, Burkholder MS, White MS, Chaparral HS, Del Sol Academy, Green Valley HS).

Surrounding CCSD Schools	
2018-19	
Am In/AK Native	.5%
Asian	5%
Hispanic/Latino	48%
Black/African-American	13%
White	25%
Native Hawaiian/Pacific Islander	2%
Multi-Racial	7%
IEP	13%
ELL	14%
FRL	66%

- c. Detail how the school's programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a weighted lottery<sup>10</sup> which provides additional opportunities for specific target populations to be admitted to the school in a manner consistent with state and federal law; and (5) other enrollment policies and strategies which have had a demonstrated track record of success in dramatically increasing the diversity of student populations in a high achieving charter school to at least the poverty, disability, and ELL profile of the zoned school.

SLAM believes that the tactics outlined above have been successful in recruiting a student demographic that is representative of the zoned schools its students would otherwise attend.

- d. What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting applications and how long the enrollment window will last prior to conducting a lottery.

SLAM plans to begin operations of the new elementary school in the 2020-2021 school year. Open enrollment shall commence at the beginning of January, 2020 beginning and continue through the end of February 2020 and will occur

<sup>10</sup> See <http://www.publiccharters.org/wp-content/uploads/2015/09/CCSP-Weighted-Lottery-Policy-factsheet-updated-GS-8-27-2015-2.pdf> for one possible approach in this evolving area of charter school policy.

during a similar time frame in subsequent years. A lottery will be held after the Open Enrollment period. Families will be notified via email or phone of their child's acceptance into the school through the computerized lottery program.

- e. What enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination? What are the minimum, planned, and maximum projected enrollment at each grade level? Outline specific targets in the table below.

The Board and new school principal will strive to attain the targets as set forth in the table shown below in the response to Question (3) in this section. The re-enrollment rate target is 95%, which is based off schools that Academica Nevada works with.

- f. What systems will you put in place to ensure that staff members are knowledgeable about all legal enrollment requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?

The school is committed to providing an equal opportunity education to all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all applicable federal, state and local laws. Staff will be trained by the principal, prior to the open enrollment period, about the legal requirements of enrollment. In addition to having in-house education meetings to discuss the rules, SLAM will use any state-sponsored education summits for professional development. Daily and weekly monitoring of enrollment calls and meetings will take place to ensure compliance.

- g. Describe the student recruitment plan once your school has opened. In what ways will it be different than your pre-opening year, in terms of the strategies, activities, events, persons responsible and milestones? How will the school backfill vacancies in existing grades?

Through genuine community involvement and the collaboration between existing students, families, teachers, Board members, and community partners, SLAM Nevada will consistently focus on student recruitment by hosting events at the school's campuses that are welcome to all community members, and will welcome school tours during the school year to show families what the school is like in action and will also host parent information meetings in the evening. SLAM will also continue its efforts to recruit a diverse population by hosting a variety of recruitment and informational events at nearby parks, recreational centers, and retail stores children and families frequent. SLAM will use its waiting list to fill any vacancies that may occur by grade level.

- h. Complete the following tables for the proposed school to open in 2019-20. Schools applying for multiple campuses must complete enrollment summary tables for each school campus opening in fall 2019 and fall 2020.

Please see Attachment 13 and Attachment 14.

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

**Sample Excerpt**

	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
<i>WFE Gross Value</i>	\$ 7,162	\$ 7,255	\$ 7,349	\$ 7,445	\$ 7,542
<i>Total Students (FTEs)</i>	1,489	1,836	2,041	2,162	2,294
<b>Kinder</b>	75	75	75	75	75
<b>1st Grade</b>	100	100	100	100	100
<b>2nd Grade</b>	100	100	100	100	100
<b>3rd Grade</b>	75	50	100	100	100
<b>4th Grade</b>	50	50	50	100	100
<b>5th Grade</b>	25	50	50	100	100
<b>6th Grade</b>	192	180	180	180	180
<b>7th Grade</b>	192	192	180	180	180
<b>8th Grade</b>	192	192	180	180	180

<i>9th Grade</i>	160	192	180	180	180
<i>10th Grade</i>	146	192	185	180	180
<i>11th Grade</i>	112	146	180	180	180
<i>12th Grade</i>	70	100	150	150	180
<i>Total Students (FTEs)</i>	<i>1,489</i>	<i>1,619</i>	<i>1,710</i>	<i>1,805</i>	<i>1,835</i>

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

Sample Excerpt

	<i>20-21</i>	<i>21-22</i>	<i>22-23</i>	<i>23-24</i>	<i>24-25</i>
<i>WFE Gross Value</i>	<i>\$ 7,162</i>	<i>\$ 7,255</i>	<i>\$ 7,349</i>	<i>\$ 7,445</i>	<i>\$ 7,542</i>
<i>Total Students (FTEs)</i>	<i>1,489</i>	<i>1,836</i>	<i>2,041</i>	<i>2,162</i>	<i>2,294</i>
<i>Kinder</i>	75	75	75	75	75
<i>1st Grade</i>	100	100	100	100	100
<i>2nd Grade</i>	100	100	100	100	100
<i>3rd Grade</i>	75	50	100	100	100
<i>4th Grade</i>	50	50	50	100	100
<i>5th Grade</i>	25	50	50	100	100
<i>6th Grade</i>	192	180	180	180	180
<i>7th Grade</i>	192	192	180	180	180
<i>8th Grade</i>	192	192	180	180	180
<i>9th Grade</i>	160	192	180	180	180
<i>10th Grade</i>	146	192	185	180	180
<i>11th Grade</i>	112	146	180	180	180
<i>12th Grade</i>	70	100	150	150	180
<i>Total Students (FTEs)</i>	<i>1,489</i>	<i>1,619</i>	<i>1,710</i>	<i>1,805</i>	<i>1,835</i>

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

Sample Excerpt

	<i>20-21</i>	<i>21-22</i>	<i>22-23</i>	<i>23-24</i>	<i>24-25</i>
<i>WFE Gross Value</i>	<i>\$ 7,162</i>	<i>\$ 7,255</i>	<i>\$ 7,349</i>	<i>\$ 7,445</i>	<i>\$ 7,542</i>
<i>Total Students (FTEs)</i>	<i>1,489</i>	<i>1,836</i>	<i>2,041</i>	<i>2,162</i>	<i>2,294</i>
<i>Kinder</i>	75	150	150	150	150
<i>1st Grade</i>	100	150	150	150	150
<i>2nd Grade</i>	100	100	150	150	150
<i>3rd Grade</i>	75	100	100	150	150
<i>4th Grade</i>	50	75	100	100	150
<i>5th Grade</i>	25	50	75	100	100
<i>6th Grade</i>	192	217	217	192	217
<i>7th Grade</i>	192	192	217	217	217
<i>8th Grade</i>	192	192	192	217	217
<i>9th Grade</i>	160	192	192	192	217
<i>10th Grade</i>	146	160	192	192	192



<i>11th Grade</i>	112	146	160	192	192
<i>12th Grade</i>	70	112	146	160	192
<i>Total Students (FTEs)</i>	<i>1,489</i>	<i>1,836</i>	<i>2,041</i>	<i>2,162</i>	<i>2,294</i>

- a. Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated above. Note: particular weight will be given to rationales which prioritize academic achievement over financial returns.

The number is based on ensuring adequate resources to provide a robust system of student support for at-risk subgroups, including, but not limited to ELL students, students in need of Special Education Services, and Gifted and Talented students. Bringing together the resources involved to successfully implement the vast network of data and behavioral resources to support student achievement requires the critical mass set forth in the above initial enrollment plans. In addition, the current Middle/High school Principal will be able to support the new Elementary school principal and school administration to proactively address many of the organizational and academic challenges that typically come with serving large student bodies in a start-up environment.

- b. Schools proposing to open new elementary facilities with more than 400 students or more than 3 grade levels should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.

SLAM's parent community has expressly requested that the board open an elementary school, and the governing board believes that it can provide a high-quality elementary school option not only for the siblings of current families, but also for students in the surrounding community. Less than half of all elementary-aged students attending public schools within a three-mile radius of SLAM Academy achieved "Proficiency" on the 2018-19 NV-CRT exam in any subject on average, as discussed in the Meeting the Need section above.

Establishing a new SLAM campus with elementary school grades would not only provide families an opportunity to benefit from SLAM's unique educational model at the elementary level, but it would also create greater unity and outcomes for all students attending the school, as it will provide earlier exposure to the school's rigorous culture and educational model. As students at the elementary grades acclimate to the school's unique culture, they will be better prepared for academic success and outcomes at the middle and high school grade levels where they can focus more on academic achievement, rather than having to simultaneously acculturate and perform well academically by beginning at the upper school levels.

- c. Schools proposing to add a new middle or high school facility with more than 200 newly enrolled students in sixth grade or above or more than 2 grades above fifth grade should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.

This is not applicable – SLAM is proposing to add a new elementary school.

## 7. BOARD GOVERNANCE

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

- a. Explain the governance philosophy that will guide the board, including the nature and extent of involvement of key stakeholder groups.

No change from original application. See attached.

- b. Describe the governance structure of the expanded school when the board is fully composed, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies. Explain how this governance structure and composition will help ensure that a)

the school will be an educational and operational success; b) the board will evaluate the success of the school and school leader; and c) there will be active and effective representation of key stakeholders, including parents.

No change from original application. See attached.

- c. Please submit board member information for current and proposed new board members in the provided Board Member Template (provide as part of **Attachment** \_\_\_\_). Please note that at least 75% of new board members for SY 2018-2019 must be identified at the time of the submission of the expansion request.

All current board member information was submitted upon appointment.

- d. Provide, as part of **Attachment** \_\_\_\_, a completed and signed Board Member Information Sheet for each proposed new Board member as well as the board member's resume and a thoughtful biographical summary outlining the particular qualifications of each board member as relates to both service on a public charter school board and to the specific needs of this particular charter school.

All current board member information was submitted upon appointment.

- e. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Will the board be making any changes to its Bylaws, Code of Ethics, and Conflict of Interest policy in light of the expansion or new statutory or regulatory requirements, including SB509?

See answer to question 2.d. above. The board will not be making any changes to its Bylaws, Code of Ethics and Conflict of Interest Policy in light of the expansion or statutory requirements.

- f. Identify any existing, proposed, or contemplated relationships that could pose actual or perceived conflicts if the expansion request is approved, including but not limited to any connections with landlords, developers, vendors, or others which will receive compensation or other consideration directly or indirectly from the school; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts, including the new requirements of a Code of Ethics in SB509 and the nepotism regulations applicable to charter schools.

Not applicable. There are no existing, proposed, or contemplated relationships that could pose actual or perceived conflicts.

- g. Describe the board's history since inception, including a discussion of turnover. How does the board proactively manage governance and succession? How does the board propose to significantly exceed the statutory minimum criteria for board qualifications in light of the complexity and risk associated with governing a large, multi-site charter school network? What elements, characteristics, and behaviors of specific, analogous high performing multi-site charter school networks, non-profit social enterprises, and for-profit organizations with similar levels of revenues or complexity has the governing body elected to emulate in its governance and in the operation of the school? Describe concrete and specific plans for increasing the capacity of the governing board. How will the board continue expand and develop over time?

The Board has had a consistently diligent and committed team of highly qualified volunteers since its inception from a variety of relevant fields. Three of the six original committee to form members are still on the governing board. Board turnover to this point has been mostly a result of natural transitions in Board member families. When vacancies arise, the board creates a description of the board member role with specific qualities the board is looking to add, ensuring compliance with statutory requirements and ensuring a diverse set of skills necessary to successfully oversee the school. The board advertises vacancies on the school's website and through direct communication (email, letters, etc.) to parents of enrolled students. SLAM's continuous cultivation of community resources ensures a wide pool of candidates in cases of succession.

In order to increase capacity of the governing board, all board members are required to attend a yearly board retreat where the goals of the board are evaluated and further defined. A board self-evaluation is conducted at that time where the performance of the board will be critiqued. Additional meetings may be held during the year in which outside speakers present information on effective board leadership and/or other pertinent topics.

The board goals include 4 hours of professional development, two of which must be related to their office on the board, if applicable. Lastly, the board shall conduct a board visit day at least once every academic year. During this time, board members will visit classrooms; talk with the faculty, staff, and students; and become familiar with current school concerns.

- h. Describe the kinds of orientation or training new board members will receive and what kinds of ongoing development existing board members will receive. The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.

No change from original application. See attached.

- i. Describe the working relationship between the board and staff (academic, operations, and financial) and the working relationship between the board, staff, and any education management organization. Outline the regular reports that will be provided to the board, their frequency, and who will provide them. This may include financial, operational, and/or or academic reports.

No change from original application. See attached.

- j. Describe any advisory bodies or councils to be formed, including the roles and duties of those bodies. Describe the planned composition; the strategy for achieving that composition; the role of parents, students, and teachers (if applicable); and the reporting structure as it relates to the school's governing body and leadership.

No change from original application. See attached.

- k. Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school.

The school values open and proactive communication among and between the members of the school community, including parents, students, faculty, staff, administration, and the Board. As such, SLAM created a grievance policy consisting of four steps that is designed for settling differences in a prompt and equitable manner. These procedures guide how any adult member of the school community – parent, employee (faculty or nonfaculty), administrator, or other adult – is expected to express grievances about other members of the community. The school's administration and Board both expect that conflict will be addressed and proactively dealt with following the fewest number of steps possible.

The steps include:

- (1) addressing the situation directly with the other person(s) involved;
- (2) enlisting the assistance of an administrator to assist in facilitating a resolution;
- (3) preparing a written grievance for the Principal, who then reviews and acts upon that grievance as appropriate; and
- (4) preparing a written grievance for the Board of Directors, who then may choose to hear additional information at a Board meeting and will ultimately make a final decision, not subject to appeal.

It is important to emphasize that the Board will not become involved in a grievance until the final step of the process. Board members are expected to refer any member of the school community who may approach them with a grievance to the school's grievance policy and the proper process for resolving the issue. This process is designed to avoid Board micromanagement and the creation of factions within the school.

1. What goals will be established for the board and how will board members be held accountable? Outline the key expectations for board members in the table below. What actions would trigger removal from the board and under what process?

No change from original application.

Goal	Purpose	Outcome Measure

## 8. INCUBATION YEAR DEVELOPMENT

- a. Provide a detailed start-up plan as well as specific organizational goals for the planning year (SY 2017-2018) to ensure that the school is ready for a successful launch in fall 2018. Using the template provided, outline key activities, responsible parties, and milestones and submit as an **Attachment 19**.

Please see *Attachment 19 – Incubation Planning Year*.

- b. Please describe the plans for leadership training and development of the selected school leader during the incubation year prior to school opening and how these plans support your year 0 goals. If partnering with an organization, please briefly describe the main components of the training program.

SLAM's Principal, Dan Triana is uniquely qualified to lead the school's addition of elementary grade levels. His past experience at several Clark County School District Alternative Education programs and multiple at-risk high schools in the Las Vegas Valley matched with his passion for helping students realize their potential provide the exact type of leadership necessary to connect with the students SLAM hopes to attract. Moreover, SLAM's Governing Board consists of highly respected community members. Members include two prominent attorneys, experienced educators, including former and current school leaders, instructors with TESL certification, and educators with a vast background in physical education and athletic coaching experience. SLAM's ability to effectively serve its students will be further bolstered by its partnership with the original SLAM school in Miami-Dade County, Florida. SLAM NV is replicating SLAM Miami's model that has already produced highly effective results with low-income, diverse populations.

- c. Explain who will work on a full-time or nearly full-time basis immediately following assignment of a location to lead development of the school(s) and the plan to compensate these individuals.

Please see response from previous question above.

## 9. SCHOOL MANAGEMENT CONTRACTS

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

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



including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shorted or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

This question is not applicable. SLAM is not seeking an amendment to their existing charter with their current EMO.

## 10. SERVICES

1. Provide **Attachment** \_\_\_ describing how the school leadership team will support operational execution.

Not applicable. The school's Operational Execution Plan will not be affected by the requested amendments.

2. Provide narrative or evidence illustrating the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below.
3. In this space and in the finances section, demonstrate how you will fund the provision of the services below which you are requesting approval to implement.
  - i. Transportation: Describe your plans for providing student transportation. If the school will not provide transportation, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.

The school will not provide transportation for the students to and from school. The school will work with the parents and guardians of students to facilitate parents interested in creating carpooling groups enabling other means of transportation to and from school.

The school does have a bus to provide transportation for field trips and extra-curricular activities. SLAM's transportation plan for field trips and extra-curricular activities has previously been approved by the Nevada State Public Charter School Authority.

- ii. Food Service: Outline your plans for providing food service at the school, including whether and how you will be your own school food authority or will contract with another provider. If the school will not provide food service, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.

SLAM is its own school food authority and participates in the National School Lunch Program. The new elementary grades will as well.

- iii. Facilities maintenance (including janitorial and landscape maintenance)

SLAM has a multi-tiered plan for maintaining the facility:

1. On-Site Campus Monitor(s)/Custodian(s). Their role is to maintain the cleanliness of the facility during the school day in conjunction with contracted janitorial services.
2. The school will contract with a janitorial company to provide a cleaning service 5 nights a week.
3. The EMO, Academica, coordinates facility maintenance, repairs, etc. as well as coordinates with the contracted janitorial service provider.

iv. Safety and security (include any plans for onsite security personnel)

The campus will have Campus Monitor(s) provide onsite security and work in conjunction with the Principal to implement the Emergency Management Plan. The Principal and Campus Monitor will have primary responsibility over proper implementation of the Emergency Management Plan.

v. Other services

4. Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.

SLAM's planned technology infrastructure and support mechanisms:

- Internet will be provided by a reliable Internet Service Provider protected by an enterprise router.
  - Local area networking is provided by managed switches and wireless access points.
  - Hardware: Each classroom will have one teacher computer and two student computers. Each office staff member will have a computer to utilize. There will be two computer labs and at least one laptop cart per grade level with the goal of having 1-to-1 technology within 3 years.
  - SLAM will contract with a service provider for support in device management and user support.
  - SLAM will modify its Acceptable Use Policy to accommodate elementary grade expectations.
5. Student Information Management: Timely communication of accurate student information is critical for payments to schools, compliance, and performance monitoring. Please describe how you will manage student information using the statewide Infinite Campus system, and how you will build capacity around the use of the software in order to independently maintain the system. Detail the staff members who will enter data along with the project manager who will commit to trainings and regularly monitor student information for accuracy.

The current SLAM campus has staff that are well versed in utilizing Infinite Campus who can help appropriate staff in the elementary grades. Additionally, Academics has staff that are experts at managing student information using the statewide Infinite Campus system. SLAM's elementary will hire a full time registrar and a school-wide leader in managing the system. Academics will provide registrar trainings including one specifically on Infinite Campus. Additionally, the school registrar and Academics staff will attend trainings hosted by the SPCSA.

6. Data Security: SPCSA charter schools record, generate and consume data that falls under strict requirements for security, privacy, and retention (including FERPA and recent legislation related to the protection of personally identifiable information (PII)). Describe the systems and procedures you will implement in order to ensure you are compliant with these obligations.

The principal will be responsible for ensuring student records are maintained accurately and up-to-date, as well as safe and with limited access to only appropriate personnel. Student records will be accurately maintained and kept in a safe, locked area of the school's main office in secure cabinets, and in accordance with all State of Nevada Laws. Only authorized staff and administration will have access to the files.

In accordance with NRS 386.650, the school will participate in Student Automated Information System (SAIN). The school will report data required by NRS 386.650 to its sponsor by the beginning of the school's first year of operation.

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students." Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required

to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies. Parents or eligible students have the right to request that a school correct record that they believe to be inaccurate or misleading. Schools may disclose, without consent, "directory" information. Schools must notify parents and eligible students annually of their rights under FERPA.

In addition, the school will comply with state law to ensure that any and all school service providers provide written disclosure of the types of personally identifiable information collected by the school service and the plan for ensuring data security. Additionally, the school principal will ensure that all teachers and other licensed educational personnel complete professional development regarding the use of school service providers and the security of data concerning pupils.

7. Provide, as an Attachment **13**, a detailed operational execution plan which discusses the planning and provision of these and other essential operational services in greater detail.

The budget narrative provides additional details on cost and percent of budget on the above items as well as other operational services. Please see *Attachment 13*.

## **11. ONGOING OPERATIONS**

1. SPCSA schools coordinate emergency management with local authorities. Explain your process to create and maintain the school's Emergency Management Plan required by the State of Nevada. Include the types of security personnel, technology, equipment, and policies that the school will employ. Who will be primarily responsible for this plan? Does the school anticipate contracting with the local school district for school police services? How will the school communicate with and coordinate with lead law enforcement agencies and other public safety agencies?

SLAM treats the safety and security of its students, staff, and visitors with the highest priority. To ensure best-case outcomes for regular practices and emergencies, the school principal will create, and the governing board will approve, an Emergency Management Plan developed in conjunction with local, state, and federal policies, regulations, and laws. Safety and security is the job of every member of the SLAM community, but the school principal and school administrators will have primary responsibility over proper implementation of the Emergency Management Plan. All students will be taught drill procedures for evacuations (in the event of a fire emergency), lockdowns and shelter-in place procedures (for chemical, environmental, or community threat emergencies), active shooter, and AED emergency procedures. These procedures will be practiced at least quarterly and more where required by state or federal regulation. In all drills, students will be expected to complete the correct procedures seriously and respectfully to ensure preparedness for a real emergency. Training for staff on emergency drill procedures will take place during the summer staff training and training for students will take place during student orientation and throughout the school year.

2. Discuss the types of insurance coverage the school will secure as a result of the expanded scope of operation and the attendant risks, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability insurance for staff and students, indemnity, directors and officers, automobile, and any others required by Nevada law or regulation. As the minimum coverage required by Nevada law and regulation is intended as a baseline requirement for schools which operate at a significantly smaller scale, schools requesting an amendment are expected to research the levels of and types of insurance coverage typically required of and obtained by multi-site charter school networks in other states, including but not limited to Arizona, California, Colorado, the District of Columbia, Massachusetts, and New York, and crosswalk those levels of coverage with those the school intends to obtain to ensure that the governing body and network leadership is fully cognizant of the complexity of risk management in a multi-site context.

The school's insurance coverage will include coverage for general liability, abuse, employee benefits, professional educators' legal liability, auto, property, equipment breakdown, crime, excess liability, Directors & Officers/Employment Practices, student accident, and Worker's Compensation. SLAM is currently part of a consortium plan made available through Academica Nevada to provide increased levels of insurance for multi-site charters. All required insurance coverages are in place at levels above Nevada-mandated baseline requirements, and will be adjusted as student population increases each year. Please see the table below for the policy limits for each category of this coverage:

<b><u>Coverages:</u></b>	<b><u>2019- 2020</u></b>	<b><u>Notes</u></b>
General Liability Aggregate	\$17,000,000	Includes Umbrella/Excess Limits of \$15M
General Liability Per Occurrence	\$16,000,000	
Products/Completed Operations Aggregate	\$17,000,000	
Personal and Advertising Injury	\$16,000,000	
Abuse or Molestation Per Occurrence	\$16,000,000	Includes Umbrella/Excess Limits of \$15M
Abuse or Molestation Aggregate	\$17,000,000	
Student Accident - per accident	\$25,000	
Employee Benefits Liability Per Occurrence	\$16,000,000	Includes Umbrella/Excess Limits of \$15M
Employee Benefits Liability Aggregate	\$17,000,000	
Commercial Auto Liability	\$16,000,000	Includes Umbrella/Excess Limits of \$15M
Building Limit	100% Replacement	
Employee Dishonesty/Crime	\$100,000	
Educators Legal Liability Per Occurrence	\$10,000,000	Shared Limits with D&O/EPLI
Educators Legal Liability Aggregate	\$10,000,000	
		Shared Limits with Educators/EPLI
Directors & Officers Liability Per Occurrence	\$10,000,000	
Directors & Officers Liability Aggregate	\$10,000,000	
Employment Practices Liability Per Occurrence	\$10,000,000	Shared Limits with D&O/Educators
Employment Practices Liability Aggregate	\$10,000,000	
Excess/Umbrella Liability	\$15,000,000	
Workers Compensation	\$1,000,000	
Excess/Umbrella Liability	\$3,000,000	

## **SPECIFIC RFA SECTIONS**

### **RFA: Academic Amendments**

#### **1. RFA: Add Distance Education**

- a. Executive Summary
  - i. An overview of the mission and vision for the expanded school or network, noting any revisions to the approved mission and vision for the school relating to the addition of a distance education program.
  - ii. A list of the current school campuses
  - iii. Proposed model and target communities by zip code
  - iv. The outcomes you expect to achieve across the network of campuses with the addition of the distance education program.
  - v. The key components of your educational model and how the distance education program aligns with the educational model.
  - vi. Key supporters, partners, or resources that will contribute to the distance education program
- b. Targeted Plan
  - i. Identify the community you wish to serve as a result of the distance education program and describe your interest in serving this specific community.
  - ii. Explain how your distance education model, and the commitment to serve the population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.
- c. Distance Education Requirements
  - i. Describe the system of course credits that the school will use.
  - ii. Describe how the school will monitor and verify the participation in and completion of courses by pupils.
  - iii. Describe how the school will ensure students participate in assessments and submit coursework.
  - iv. Describe how the school will conduct parent-teacher conferences.
  - v. Describe how the school will administer all tests, examinations or assessments required by state or federal law or integral to the performance goals of the charter school in a proctored setting.
- d. Special Education
  - i. For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum.
  - ii. What systems will you put in place to ensure that staff members are knowledgeable about all legal distance education requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?
- e. Scale Strategy
  - i. Describe the steps that you will take to scale your model to new sections, including the people involved and the resources contributed both by the founding campus and the new distance education program.
  - ii. If the school is affiliated with a CMO or EMO that operates distance education in other states, compare your efforts to scale distance education operations to Nevada to past scale distance education efforts in other states.
- f. Student Recruitment and Enrollment
  - i. Explain the plan for student recruitment and marketing for the new distance education program that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure.
  - ii. What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting distance education applications and how long the window will last prior to conducting a lottery.
  - iii. What distance education enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination?
- g. Services



- i. Provide a description of how the school leadership team will support the distance education operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below. In this space and in the finances section, demonstrate how you will fund the provision of these services.
- ii. Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers—including new investments necessary to support this distance education expansion. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.
- h. Financial
 

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

## 2. RFA: Add Dual-Credit Program

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

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

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

## 3. RFA: Change Mission and/or Vision

For an RFA to accomplish this objective:

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

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

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

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

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

- a) School Management Contracts



1. RFAs for “entering into, amending, renewing or terminating a contract with an educational management organization” are processed pursuant to NAC 388A.575
2. Contracts with EMOs are regulated in part pursuant to NAC 388A.580.
3. Limitations on the provision of teachers and other personnel by EMOs is regulated pursuant to NAC 388A.585.
4. Please provide the EMO’s Tax Identification Number (EIN), Organizational Location Address, and Organizational Mailing Address.
5. How and why was the EMO selected?
6. If this amendment would result in the approval of an EMO other than that approved in the initial charter application, please explain in detail the rationale for the change.
7. Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).
8. Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls (including any compensatory controls) that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.
9. Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any other current or prospective vendor or contractor (including the landlord), prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable.
10. Provide a brief overview of the organization's history.
11. List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shorted or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
12. Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and all other authorizer personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
13. List any and all management contract non-renewals, shortened or conditional renewals, or renegotiations or reductions in services provided for any of the schools managed by the organization and provide explanations. For all such schools which are still in operation, please provide contact information, including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shorted or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

## **b) Financial Plan**

1. Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.
2. Present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.).
3. Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.
4. Describe the campus', school's, and any management organization's distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.
5. Submit a completed financial plan for the proposed school as an **Attachment**\_\_\_ (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
6. Submit, as an **Attachment**\_\_\_, a detailed budget for the operator at the network level (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
7. Provide, as an **Attachment**\_\_\_, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.
8. Complete the audit data worksheet in **Attachment**\_\_\_. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in **Attachment**\_\_\_.

### **Attachments Necessary for EMO Amendment**

- 1) A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.
- 2) Agenda for Board Meeting Where Board Voted to Request an Amendment to Contract with an Educational Management Organization, Renew a Contract with an Educational Management Organization, Terminate a Contract or Discontinue Negotiations with an Educational Management Organization, and/or Amend a Contract with an Educational Management Organization.
- 3) Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Contract Educational Management Organization, Renew a Contract with an Educational Management Organization, Terminate a Contract or Discontinue Negotiations with an Educational Management Organization, and/or Amend a Contract with an Educational Management Organization.
- 4) Final Term Sheet
- 5) Final, negotiated and executed contract between charter school and educational management organization which complies with NRS 388A, NAC 388A and all other applicable laws and regulations.

- 6) A term sheet signed by the Chief Executive Officer of the Service Provider setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;
- 7) Crosswalk of academic, organizational, and financial framework deliverables under the charter contract which will be delegated to or supported in whole or in part by the Educational Management Organization.
- 8) Documentation of Service Provider's non-profit or for-profit status
- 9) Documentation of Service Provider's authorization to do business in Nevada (e.g. current business license)
- 10) Letter from Board chair requesting Good Cause Exemption.
- 11) Agenda for Board Meeting Where Board Voted to Request Good Cause Exemption.
- 12) Draft or Approved Minutes for Board Meeting Where Board Voted to Request Good Cause Exemption.
- 13) Budget Narrative
- 14) School Budget
- 15) Network Budget
- 16) Historical Audits
- 17) Audit Data Worksheet
  - (a) Academic Performance Worksheet
  - (b) Good Cause Exemption Letter
  - (c) A final crosswalk of the academic, financial, and organizational goals of the charter school set forth in the SPCSA Charter School Performance Framework, including the school's mission-specific goals, and a clear identification of each of the performance goals and expectations for the education management organization related to each charter school goal. This will serve as the board's primary evaluative tool for the education management organization.

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

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

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

2019-2020	6	7	8	9	10	11	12	Total
Enrollment	192	192	192	192	146	112	70	1096

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

2020-21	6	7	8	9	10	11	12	Total
Enrollment	217	192	192	192	192	146	112	1243

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

For an RFA to accomplish this objective:

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

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

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

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

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

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

## **Facility RFAs**

### **8. RFA: Acquire or construct a facility that will not affect approved enrollment (NAC 388A.320)**

- a. Complete the general sections above and the general and specific facility sections below
- b. If there is no change to any part of the below specific section or specific sub-sections from your current contract...state "No change to section" in a row inserted below the heading of the applicable section.
- c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.
- d. Provide a narrative explaining the proposed use of any savings generated through lower facilities occupancy costs.

### **9. RFA: Occupy New or Additional Sites (NAC 388A.315)**

- a. Complete the general sections above and the general and specific facility sections below
- b. If there is no change to any part of the below specific section or specific sub-sections from your current contract...state "No change to section" in a row inserted below the heading of the applicable section.
- c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

### **10. RFA: Occupy a Temporary Facility**

- a. Complete the general sections above and the general and specific facility sections below
- b. If there is no change to any part of the below specific section or specific sub-sections from your current contract...state "No change to section" in a row inserted below the heading of the applicable section.
- c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

### **11. RFA: Relocate or Consolidate Campuses**

- a. Complete the general sections above and the general and specific facility sections below
- b. If there is no change to any part of the below specific section or specific sub-sections from your current contract...state "No change to section" in a row inserted below the heading of the applicable section.
- c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

## **General Facility RFA requirements**

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

### ***Bond Amendment***

In regards to the amendment request to enter into a bond agreement, this will be SLAM Academy of Nevada's first purchase of a facility. Member(s) of the board have experience in regards to facility acquisition and development through the issuance of bonds. SLAM began operations in the 2016-2017 school year in a ground up campus currently

roughly 80,000 sf and hosts a student capacity of roughly 1,900. SLAM will be looking to acquire their campus when their purchase option window becomes available. SLAM will look to purchase their campus through the issuance of bonds.

SLAM has partnered with professional organizations such as Nevada Sports Properties LLC, Academica Nevada, Nevada General Construction, and Ethos Three Architecture to accomplish these undertakings.

SLAM has not encountered developmental delays to the campus calendar year with the construction of their campuses.

#### *Facility Construction*

In regards to the construction of its new building, SLAM has already demonstrated the capacity to develop school property through the establishment of the current campus at which SLAM's grades 6-12 operate. SLAM engaged Nevada Sports Properties LLC in 2016 to build its current facility which is approximately 80,000 square feet. SLAM and Nevada Sports Properties worked together to ensure the design and phasing of the project would meet SLAM's needs. The facility was developed in two phases to meet SLAM's budgetary needs of not incurring the full cost of development in the initial year of operation. SLAM has not experienced any construction or development delays that have impacted the school calendar in the past, and the team who successfully built SLAM's current facilities will use their experience in the design, entitlement, permitting and construction processes to ensure no delays in the future.

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

#### *Bond Amendment*

SLAM partnered with the Nevada Sports Properties LLC to acquire and construct the SLAM facility. The SLAM board entered into a Triple Net Lease which requires the school to maintain the facility. The school will now propose to acquire its facility when their purchase option window becomes available. The board members of SLAM do not present a conflict of interest in dealing with Nevada Sports Properties LLC or any other development group with which they would choose to do business.

No costs related to the facility will be borne by Academica Nevada or a related party such as a foundation.

#### *Facility Construction*

Nevada Sports Properties LLC was the entity responsible for acquiring, entitling, financing and overseeing construction for the first two phases of the school. The school entered into a triple net lease with Nevada Sports Properties LLC. The school is responsible for the maintenance of the facility. No costs will be borne by the school's EMO related to construction or development of the new building.

3. If a proposed facility **has been** identified and **requires no construction or renovation** prior to the commencement of instruction, please provide:

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

Refer to *Attachment 4 (Proof of Facility Location)*

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

Refer to *Attachment 5 (Lease Agreement)*

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

Refer to *Attachment 5 (Lease Agreement)*

- d) A copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance the school will submit final documentation in compliance with NAC 386.3265.

Refer to *Attachment 6 (Floor Plan)*

- e) The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and



any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as an **Attachment 7**.

Refer to *Attachment 7 (Current Facility Owner)*

- f) A copy of the Certificate of Occupancy at **Attachment 8**.

Refer to *Attachment 8 (Certificate of Occupancy)*

- g) Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as an **Attachment 9**.

Refer to *Attachment 9 (Facility Safety Compliance)*

- h) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as an **Attachment 10**.

Refer to *Attachment 10 (Facility Code Compliance)*

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

- a) Either a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit the documentation required in 1(a) for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment** OR the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as an **Attachment**.

SLAM is requesting that its current landlord undertake the design, permitting, financing and construction of an additional building on the site of its existing facility. The physical address of the facility is 1095 Fielders Street, Henderson. The parcel number is 16134202003. A copy of the Assessor's Parcel Map is attached as *Attachment 11*.

- b) Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment** OR, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as an **Attachment**.

SLAM's current landlord, Nevada Sports Properties LLC will construct an approximately 47,000 square foot building on the site of its existing facility, designed in cooperation with SLAM for students in grades K-5. SLAM and its landlord will enter into an amendment to SLAM's current lease for the additional facilities by the end of Fall, 2019. SLAM will submit a copy of the lease amendment to the SPCSA in compliance with NAC 386.3265

- c) Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment** OR, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance that the school will submit final documentation in compliance with NAC 386.3265 as an **Attachment**.

Please see the floor plans attached as *Attachment 6* which shows the square footage of the to-be-constructed addition.

- d) Either a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment** OR, If a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of



consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as an **Attachment** \_\_\_\_.

Nevada Sports Properties LLC, 6457 Sunset Drive, Miami, Florida 33143 is the current landlord for the SLAM school located at 1095 Fielders Street, Henderson. Nevada Sports Properties LLC will build the new facility for the K-5 students on a vacant portion of the land already leased to SLAM. Thus the ownership of the facility and relationships between all parties will remain unchanged from the current status, with Nevada Sports Properties LLC as the owner and developer of the facility and SLAM as the long-term tenant under a triple-net lease. There is no relationship other than that of Landlord and Tenant between the school board, school facilities employees and facility owner.

There is some common ownership within Nevada Sports Properties LLC and the school's educational management organization, Academica Nevada, LLC. This has been disclosed to SLAM and, to ensure that an arm's-length relationship exists between the school and developer, the terms of the lease amendment for the proposed additional facilities will be evaluated for fairness by a third party appraiser selected by the school. Furthermore, the Lease is entirely independent of the management agreement; the school's Board could terminate the management agreement with no impact to its rights as tenant under the Lease. Neither the Lease nor the management agreement infringes on the Board's authority to independently govern the school. The school will have its independent counsel review the lease amendment, in addition to the review by SPCSA staff.

- e) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as an **Attachment** \_\_\_\_.

Please see *Attachment 18 – Gannt Chart*

- f) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as an **Attachment** \_\_\_\_.

This is answered under subsection (e).

- g) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as an **Attachment** \_\_\_\_.

The school will request an OSHA inspections in compliance with NAC 386.3265 well in advance of occupying the new addition. The school will send the authority a copy of such communication with the Division of Industrial Relations of the Department of Business and Industry.

- 5. For schools which are seeking to occupy multiple facilities over several years, please list the number of facilities you project operating in each of the next six years and identify all potential target jurisdictions at the county and municipal levels, including any unincorporated areas.
  - a) Describe the strategy and process for identifying and securing multiple facilities, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, bond or third-party financing, etc.
  - b) Charter school facilities must comply with health and safety requirements and all other mandates prescribed in statute and regulation. In addition, charter schools must be prepared to follow applicable county and municipal review procedures which vary significantly between jurisdictions. Schools are expected demonstrate that they have thoroughly researched the different local requirements and adjust their permitting, construction, and inspection timelines accordingly. Discuss the research and planning that has occurred to date for each of the targeted jurisdictions, including both municipalities and unincorporated areas. Provide documentation of the

current inspection and approval processes and timelines for the state, municipal, or county agencies within your proposed jurisdictions which will issue each Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of an **Attachment** \_\_\_\_\_. Provide documentation of building, fire, safety, health and sanitation code compliance inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all such code inspections within your proposed jurisdictions, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of **Attachment** \_\_\_\_\_.

None of these questions are applicable as SLAM is not seeking to occupy multiple facilities at this time.

6. Please include the organization's plans to finance these facilities, including:

- a) Indicate whether the school intends to finance these facilities through the Department of Business and Industry (B&I) or another bond conduit. If the school is not using the B&I conduit, please identify the proposed issuer of the bonds. Please provide a rationale for the selection of this issuer, and a comparative analysis with any other issuers considered by the school.

Not applicable. The school does not intend to finance these facilities through B&I. Financing is the responsibility of SLAM's landlord. SLAM believes that its landlord will obtain bank financing, but the landlord is solely responsible to obtain and service the bank debt.

- b) Total project cost for each facility

Estimated project cost for the approximately 47,000 square foot addition is \$9,000,000.

- c) Financing and financing assumptions

The financing assumptions for the requested bond amendment are 5.5% over 30 years.

- d) Total facility costs that the financial model can handle – debt service + lease + maintenance + utilities + etc. for each facility and for the network as a whole.

Attachment 14 contains the school's budget which includes the additional base lease payments for the additional facilities, as well as facilities maintenance, utilities, etc. expenses.

SLAM - Facility Costs					
Facility Expense	19-20	20-21	21-22	22-23	23-24
Scheduled/Anticipated Lease Payments	\$ 1,500,000.00	\$ 1,655,000.00	\$ 1,655,000.00	\$ 1,655,000.00	\$ 1,655,000.00
Facility and School Insurances	\$ 28,688.00	\$ 30,122.00	\$ 31,629.00	\$ 33,210.00	\$ 34,870.00
Public Utilities	\$ 145,000.00	\$ 225,000.00	\$ 275,000.00	\$ 283,250.00	\$ 291,748.00
Fire and Security alarms	\$ 8,500.00	\$ 17,000.00	\$ 17,510.00	\$ 18,035.00	\$ 18,576.00
Contracted Janitorial	\$ 105,745.00	\$ 158,618.00	\$ 163,376.00	\$ 168,277.00	\$ 173,326.00
Facility Maintenance	\$ 34,000.00	\$ 68,000.00	\$ 71,400.00	\$ 74,970.00	\$ 78,719.00
Lawn Care	\$ 12,000.00	\$ 12,600.00	\$ 12,978.00	\$ 13,367.00	\$ 13,768.00
AC Maintenance & Repair	\$ 16,000.00	\$ 20,000.00	\$ 21,000.00	\$ 22,050.00	\$ 23,153.00

<b>Total:</b>	<b>\$ 1,849,933.00</b>	<b>\$ 2,186,340.00</b>	<b>\$ 2,247,893.00</b>	<b>\$ 2,268,159.00</b>	<b>\$ 2,289,160.00</b>
<b>Breakeven Total:</b>	<b>\$ 2,150,000.00</b>	<b>\$ 2,490,000.00</b>	<b>\$ 2,550,000.00</b>	<b>\$ 2,570,000.00</b>	<b>\$ 2,590,000.00</b>

### Facility RFA Attachments required

1. A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.
2. Agenda for Board Meeting Where Board Voted to Request an Amendment to Add Additional Grades, Expand Enrollment, or Occupy a New or Additional Facility
3. Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Add Additional Grades, Expand Enrollment, or Occupy a New or Additional Facility
4. If a facility has been identified, the physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility OR, if a facility has not been identified, a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
5. If a facility has been identified, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement OR a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
6. If a facility has been identified, a copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet OR, if a facility has not been identified, a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
7. If a facility has been identified, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school OR a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
8. Full Certificate of Occupancy OR a detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265
9. Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation OR a detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265.
10. Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265

## 12. RFA: Transportation

1. See (NAC 388A.330(4))
2. Describe the school's plan for transportation. Be sure to include:

- The number of students to receive transportation, including their grades
  - The hours transportation is to be provided
  - The physical location(s) proposed as pick-up and drop-off locations
  - The entity/vendor providing transportation
3. Provide a statement of assurance confirming that Somerset has met all vehicle regulations for the state.
  4. Describe how the school and/or transportation vendor will comply with NRS 386.815 regarding operating a school bus for extended periods of time (as necessary).
  5. Describe how the school and/or transportation vendor will comply with NRS 386.820, specifically:
    - The proposed schedule for practicing student evacuation
    - A description of the bus safety program
  6. Confirm that the driver(s) of the school bus will meet the minimum qualifications as described in NRS 386.825. Furthermore, please describe how the school will maintain all required employer documentation per NDE regulatory guidance for school bus operations.
  7. Confirm that the school meets the safety standards and requirements as outlined in NRS 386.830 – NRS 386.840 as well as any additional local and federal requirements.

### **13.RFA: Other Changes**

#### **1. For certain other RFA requests**

- a. See NAC 388A.330
- b. The governing body must submit a written request to the sponsor of the charter school for a determination of whether a proposed amendment is material or nonmaterial if the charter school wishes to amend its written charter or charter contract in a way that is not described in NAC 388A.310 to 388A.335, inclusive.

#### **2. For all other RFA requests not otherwise described**

- a. See NAC 388A.335
- b. Complete all applicable sections above, general and specific
- c. **For material amendments** to the written charter or charter contract, as applicable. If the sponsor determines that the proposed amendment is material, the governing body must obtain approval from the sponsor before the amendment becomes effective.
- d. The notice of intent and the RFA must include an explanation of the reasons along with any requested supporting documentation that the charter school is seeking to make this specific requested change.

#### **3. Nonmaterial amendments**

- a. NAC 388A.335(2)
- b. For all other RFA requests not otherwise described in NAC 388A.335
- c. If the sponsor determines that the proposed amendment is not material, the governing body is not required to obtain approval from the sponsor before the amendment becomes effective.

# Attachment 1A Summary Letter



October 14, 2019

State Public Charter School Authority  
1749 North Steward Street, Suite 4D  
Carson City, Nevada 89706

***Re: SLAM Request for Amendment***

Executive Director Feiden:

Sports Leadership and Management Academy (SLAM) submits the attached Request for Amendment the Charter Contract. As part of this amendment request, SLAM is requesting the following:

1. Expansion of enrollment in existing grades (6 through 12) and facilities. SLAM's current enrollment in the 2019-2020 school year is 1096 students. SLAM seeks to amend its current charter to allow expansion to 1243 students in the 2020-2021 school year, with the following grade level enrollments:

Grade level	6	7	8	9	10	11	12	Total
2019/20	192	192	192	192	146	112	70	1096
2020/21	217	192	192	192	192	146	112	1243

This increase allows us to continue to grow organically and does not include any increase to enrollment in new grade levels.

2. Expansion of enrollment in new grade levels. Under the current charter contract, SLAM is approved to serve students in grades 6 through 12. SLAM seeks to amend its charter to serve students in grades Kindergarten through 5<sup>th</sup> starting in 2020-2021 school year.
3. Acquire the current facilities. The purchasing options have opened up in SLAM Academy of Nevada's lease, which now allow the school to exit the 2-3% escalators of their current lease and enter into a fair interest rate for the next 30 years in the bond market.

SLAM is submitting these amendment requests in the customary amendment application cycle in order to continue offering SLAM's unique high-quality sports integrated education to students of all ages.

Sincerely,

/s/ Tony Schwartz

SLAM Academy of Nevada, Board Chair

# Attachment 1B - Letter of Transmittal



## SLAM ACADEMY OF NEVADA 6630 Surrey St. Las Vegas, NV 89119

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October 8, 2019

State Public Charter School Authority  
Attn: Rebecca Feiden  
1749 North Steward Street, Suite 40  
Carson City, Nevada 89706

***Re: Amendment Request for SLAM Academy of Nevada for the acquisition of their facility***

Dear Ms. Feiden,

Below is the summary for SLAM Academy of Nevada to amend their charter contract with the SPCSA to acquire their facility:

SLAM Academy of Nevada proposes to amend their charter contract with the SPCSA to acquire their facility. In August of 2016, SLAM Academy of Nevada entered into their current lease which has a purchase option window of roughly 4-5 years. If this option is not exercised, the school will be locked into the lease schedule which contains an escalator over the next 30 years. A bond will allow for the school to minimize its facility costs as a percentage of their operating budget.

SLAM Academy of Nevada requests that the Authority approve SLAM's campus acquisition amendment request.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Schwartz", written over a horizontal line.

Tony Schwartz  
SLAM Academy of Nevada, Board Chair



Attachment 2 - Agenda  
**NOTICE OF PUBLIC MEETING**  
of the  
Board of Directors of  
SLAM Academy of Nevada

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Notice is hereby given that the Board of Directors of SLAM Academy of Nevada, a public charter school, will conduct a telephonic public meeting on October 11, 2019; beginning at 12:00 p.m. The call-in information is as follows:

**Call-in Number: 1-866-244-8528**

**Access Code: 251188#**

The public is invited to attend. Anyone who wishes to make public comment is welcome to attend the meeting at 6630 Surrey Street, Las Vegas, Nevada 89119.

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

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any persons requiring assistance may contact Annette Christensen at (702) 431-6260 or [annette.christensen@academicanv.com](mailto:annette.christensen@academicanv.com) two business days in advance so that arrangements may be conveniently made.

If you would like copies of the meeting agenda, support materials or minutes, please visit the schools website at <https://www.slamnv.org/>. For copies of meeting audio, please email [annette.christensen@academicanv.com](mailto:annette.christensen@academicanv.com).

Public comment may be limited to three minutes per person at the discretion of the Chairperson.

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## Attachment 2 - Agenda

# AGENDA

## October 11, 2019 Telephonic Meeting of the Board of Directors of SLAM Academy of Nevada

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(Action may be taken on those items denoted “For Possible Action”)

1. Call to order and roll call (For Possible Action)
2. Public Comment and Discussion *(No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)*
3. Approval to Submit an Application to Request an Amendment to the Charter to Purchase SLAM Academy of Nevada Through Bonds (For Possible Action)
4. Approval to Submit an Application to Request an Amendment to the Charter to Expand Enrollment for the 2019/2020 School Year at SLAM Academy of Nevada (For Possible Action)
5. Approval to Submit an Application to Request an Amendment to the Charter for the Addition of Elementary Grades at SLAM Academy of Nevada (For Possible Action)
6. Public Comments and Discussion *(No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)*
7. Adjournment (For Possible Action)

This notice and agenda has been posted on or before 9 a.m. on the third working day before the meeting at the following locations:

- (1) SLAM Academy - 1095 Fielders St., Henderson, Nevada 89011
- (2) Henderson City Hall – 240 South Water Street, Henderson, Nevada
- (3) Las Vegas City Hall – 495 S. Main St., Las Vegas, Nevada
- (4) North Las Vegas City Hall – 2250 Las Vegas Boulevard North, North Las Vegas, Nevada
- (5) [Notices.nv.gov](http://Notices.nv.gov)

# Attachment 3 - Draft Board Minutes

## **MINUTES of the telephonic meeting of the BOARD OF DIRECTORS of SLAM ACADEMY OF NEVADA October 11, 2019**

The Board of Directors of SLAM Academy of Nevada held a public telephonic meeting on October 11, 2019 at 12:00 p.m.

### **1. Call to Order and Roll Call**

Board Chair Tony Schwartz called the meeting to order at 12:01 p.m. with a quorum present. In attendance were Board members Tony Schwartz, Tiffany Bailey, Matthew Durham, and Ernie Jauregui.

Board members Phil Bateman and Rodger Fairless were not present.

Also present were Principal Dan Triana and Academica representative Colin Bringhurst.

### **2. Public Comments and Discussion**

There was no request for public comment.

### **3. Approval to Submit an Application to Request an Amendment to the Charter to Purchase SLAM Academy of Nevada through Bonds**

Mr. Colin Bringhurst addressed the Board and stated that the amendment would allow SLAM Academy of Nevada to go through the bond market, when it was the most advantageous for the school, to purchase the building and the property the school was on. Mr. Bringhurst also stated that the lease would allow the purchase to take place in the upcoming year.

**Member Durham moved to approve the submission of an application to request an amendment to the charter to purchase SLAM Academy of Nevada through bonds. Member Jauregui seconded the motion, and the Board voted unanimously to approve.**

### **4. Approval to Submit an Application to Request an Amendment to the Charter to Expand Enrollment for the 2019/2020 School Year at SLAM Academy of Nevada**

Mr. Bringhurst stated that the contract that SLAM Academy of Nevada had with the State Public Charter School Authority (SPCSA) stated that if enrollment grew by more than 10% from any one year to the next that an amendment would need to be submitted for approval. He also explained that in the original charter application, which had been approved by the SPCSA, enrollment projections for the fourth year

## Attachment 3 - Draft Board Minutes

were provided; adding that the enrollment had been estimated to be around 1,600. However, due to the 10% increase in enrollment from last year, the submission of an amendment was now required.

**Member Bailey moved to approve the submission of an application to request an amendment to the Charter to expand enrollment for the 2019/2020 school year at SLAM Academy of Nevada. Member Jauregui seconded the motion, and the Board voted unanimously to approve.**

### **5. Approval to Submit an Application to Request an Amendment to the Charter for the Addition of Elementary Grades at SLAM Academy of Nevada**

Mr. Bringhurst stated that the amendment would be used to expand SLAM Academy of Nevada from 6<sup>th</sup> through 12<sup>th</sup> grade to Kinder through 12<sup>th</sup> grade; adding that it would also include an amendment to increase enrollment from this year to next year, allowing for the enrollment of elementary grades. Mr. Bringhurst stated further that bill AB462 had been passed at the last legislature meeting requiring the SPCSA to report to the State and school district of any growth. The bill also required charter schools to show that they were meeting the needs of children that were disadvantaged. Mr. Bringhurst explained that part of the application covered how SLAM Academy of Nevada would meet the needs of disadvantaged students. He also stated that the application included the fact that SLAM Academy of Nevada was a Title I school with 65% of its students receiving free or reduced lunch while meeting the educational needs by providing a close to a 4-Star education to the students.

Principal Dan Triana addressed the Board and stated that the elementary grades would actually be Pre-K through 5<sup>th</sup> grade; to which Mr. Bringhurst replied that Pre-K was funded on a different format and not through the state; adding that the application was for Kinder through 5<sup>th</sup> grade. Principal Triana stated that his understanding was that as a Title I school, SLAM Academy of Nevada would qualify for a Pre-K, to which Mr. Bringhurst replied that the school would qualify, but was not part of the regular disbursement for students. Principal Triana thanked Mr. Bringhurst for clarifying the matter, and Mr. Bringhurst stated that the SPCSA would encourage the school to have the Pre-K as well.

**Member Jauregui moved to approve the submission of an application to request an amendment to the Charter for the addition of elementary grades at SLAM Academy of Nevada. Member Durham seconded the motion, and the Board voted unanimously to approve.**

### **6. Public Comment and Discussion**

No request for public comment.

## Attachment 3 - Draft Board Minutes

### 7. **Adjournment**

The meeting was adjourned at 12:13 p.m.

Approved on: \_\_\_\_\_

\_\_\_\_\_  
Secretary of the Board of Directors  
SLAM Academy of Nevada.

## Attachment 4: Proof of Facility Location

GENERAL INFORMATION	
PARCEL NO.	161-34-202-003
OWNER AND MAILING ADDRESS	NEVADA SPORTS PROPERTIES L L C 6340 SUNSET DR MIAMI FL 33143
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	1095 FIELDS ST HENDERSON
ASSESSOR DESCRIPTION	PT S2 NW4 SEC 34 21 62
RECORDED DOCUMENT NO.	* 20160121:00333
RECORDED DATE	Jan 21 2016
VESTING	NS
COMMENTS	SF 212-93

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	528
APPRAISAL YEAR	2018
FISCAL YEAR	2019-20
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	687841

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2018-19	2019-20
LAND	301321	338987
IMPROVEMENTS	3938911	4706379
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	4240232	5045366
TAXABLE LAND+IMP (SUBTOTAL)	12114949	14415331
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	4240232	5045366
TOTAL TAXABLE VALUE	12114949	14415331

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	5.49 Acres
ORIGINAL CONST. YEAR	2016
LAST SALE PRICE MONTH/YEAR SALE TYPE	620000 1/2016 R - Recorded Value
LAND USE	41.410 - Offices, Professional and Business Services. Schools
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE				
1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV



Attachment 4: Proof of Facility Location

2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE	High School (Entire)	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

Attachment 4: Proof of Facility Location

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

MAP LEGEND

Parcel Boundary

Sub Boundary

PM/LD Boundary

Road Easement

Match / Leader Line

Historic Lot Line

Historic Sub Boundary

Historic PM/LD Boundary

Section Line

Condominium Unit

Air Space PCL

Right of Way PCL

Sub-Surface PCL

001 Road Parcel Number

001 Parcel Number

1.00 Acreage

202 Parcel Sub/Seq Number

PB 24-45 Plat Recording Number

5 Block Number

5 Lot Number

GL5 Gov. Lot Number

BOOK

T21S R62E

139	140	141
162	161	160
177	178	179
191	190	189

Scale: 1" = 200'

SEC.

34

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Rev: 8/14/2019

MAP

S 2 NW 4

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

161-34-2

The map displays several parcels with their respective road parcel numbers and acreages:

- Parcel 201:** 001, 2.41 acres. Labeled "LEASE".
- Parcel 202:** 003, 5.49 acres.
- Parcel 203:** 001, 35.42 acres.
- Parcel 204:** 002, 2.95 acres.
- Parcel 205:** 001, 2.62 acres.
- Parcel 301:** 001, 0.14 acres.
- Parcel 505:** Labeled "PT 161-34-302-006".
- Parcel 528:** Located at the bottom right.

The map also shows the U.S. 95 Fwy, Stephanie Pl, and various lot numbers (e.g., 001, 002, 003, 004, 006, 007, 008, 009, 010, 016, 022, 023, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 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997, 998, 999, 1000).

TAX DIST 505

## **LEASE AGREEMENT**

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**NEVADA SPORTS PROPERTIES LLC  
AS LANDLORD**

**-and-**

**SLAM ACADEMY OF NEVADA  
AS TENANT**

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**PREMISES:** Approximately 66,129 rentable square foot charter school facility  
located south of Russell Road Recreation Complex in Henderson, Nevada

**DATE:** As of June 1, 2016

## Attachment 5: Lease Agreement

**THIS LEASE AGREEMENT** ("Lease") is made as of June 1, 2016, by and between Nevada Sports Properties LLC, a Nevada limited liability company, having an office at 6457 Sunset Drive, Miami, Florida 33143 ("Landlord"), and SLAM Academy of Nevada, a political subdivision of the State of Nevada, having an address of 1378 Paseo Verde Parkway, Suite 200, Henderson, Nevada 89012 ("Tenant").

### **RECITALS:**

**WHEREAS**, Landlord is the owner of that certain parcel of property located in Clark County, Nevada more particularly described on Schedule A attached hereto and made a part hereof (the "Land") and the Improvements, as further defined herein, on the Land (the Land and the Improvements, collectively, shall be referred to as the "Property");

**WHEREAS**, the Tenant desires to lease from the Landlord the Property for the sole purpose of operating a public charter school for grades 6 through 12, as more particularly hereinafter set forth;

**WHEREAS**, Landlord agrees to lease the Property to Tenant for Tenant's purposes.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, Landlord and Tenant agree to the terms, provisions, covenants and conditions of this Lease as follows:

### **WITNESSETH:**

1.1 **Recitals and Definitions.** Each of the foregoing recitals is true and correct, are incorporated in this Lease, and are made an integral part of this Lease. In addition to other terms which may be defined herein, the following terms shall have the meanings set forth in this Article 1 unless the context otherwise requires:

1.2 "Additional Rent" shall have the meaning set forth in Section 4.6.

1.3 "Affiliate" means, when used with reference to a specified Person (i) any Person who directly or indirectly controls, is controlled by or is under control with the specified Person, (ii) any Person who is an officer, member or trustee of, or serves in a similar capacity with respect to, the specified Person, or for which the specified Person is an officer, member or trustee or serves in a similar capacity, (iii) any Person who, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the owner of ten percent (10%) or more of any class of equity securities, (iv) any relative of the specified Person, and (v) any Person controlling, controlled by or under common control with, directly or indirectly, the specified Person.

## Attachment 5: Lease Agreement

1.4 "Buildings" shall mean the school facilities, together with parking and ancillary facilities, described in the attached Schedule F, to be constructed by Landlord.

1.5 "Capacity Enhancements" shall mean the additional surface parking (together with a pedestrian way connecting such parking to the Land) to be located on the property commonly known as 1001 New Beginnings Drive, Henderson, Nevada (the "Church Parking Area"), internal roadways, landscaping and local government and utility capacity fees and charges, necessary to allow enrollment at the Demised Premises to exceed 850, but not more than 1,020, students.

1.6 "Charter" means that certain Charter School Agreement between Tenant and the Nevada State Board of Education (the "Board"), dated \_\_\_\_\_, 201\_, pursuant to which Tenant operates or will operate a charter school on the Property (the "School").

1.7 "Demised Premises" shall mean the Land and the Improvements.

1.8 "Environmental Laws" shall have the meaning set forth in Section 6.2.

1.9 "Event of Default" shall have the meaning set forth in Article 21.

1.10 "Expiration" and "Expiration Date" shall mean the date upon which this Lease actually expires or terminates, whether at the end of the Initial Term or Extended Term or upon any earlier termination hereof for any reason whatsoever.

1.11 "Extended Term" shall have the meaning set forth in Section 3.2.

1.12 "First Mortgage" shall mean any first mortgage (deed of trust) lien that now or hereafter encumbers Landlord's fee or other interest in the Property.

1.13 "Fixed Charges" shall mean as to any measuring period: (i) all base rent (i.e. payments under leases of real property or equipment of an original term of more than one year) due, plus (ii) all principal and interest due in respect of borrowed money (including payments under guaranties, financial support agreements and the like with respect to which the underlying obligation is in default for non-payment), plus (iii) all installment payments due in respect of installment purchase contracts of an original term of more than one year.

1.14 "Fixed Charge Coverage Ratio" shall mean, for any fiscal year of the Tenant, the ratio of (i) Net Revenues Available for Fixed Charge Payments to (ii) the total Fixed Charges for such period.

1.15 "Fixed Rent" shall have the meaning set forth in Section 4.1.

1.16 "Governmental Authorities" shall mean all federal, state, county, municipal, town, village and local governments, and all departments, commissions, boards, bureaus, agencies, offices and officers thereof, having or claiming jurisdiction over all or any part of the Property or the use thereof.

1.17 "Hazardous Materials" shall have the meaning set forth in Section 6.2.

## Attachment 5: Lease Agreement

1.18 "Impositions" shall mean all duties, taxes, water and sewer rents, rates and charges, assessments (including all assessments for public improvement or benefit), charges for public utilities, excises, levies, license and permit fees (excluding any license or permit fees relating to the development of the Initial Improvements), sales tax on rent, commercial rent tax, gross receipts tax based on rent, fees and assessments imposed by any owners' association and other charges, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which have been or may be laid, levied, assessed or imposed upon or become due and payable during the Term out of or in respect of, or become a lien on, the Property, Tenant's Personal Property or any other property or rights included in the Property, or any part thereof or appurtenances thereto, or which are levied or assessed against the rent and revenues (but not taxes levied with respect to the net income of the Landlord) received by Landlord from the Property, by virtue of any present or future law, order or ordinance of the United States of America, the State or of any state, county, city or local government or of any department, office or bureau thereof or any other Governmental Authority.

1.19 "Improvements" shall mean the improvements now or hereafter constructed on, over or under the Land, including, without limitation, the Buildings and all replacements thereof and additions thereto, all walkways, parking and road improvements of whatever nature, utility and sewage lines (to the extent of Landlord's interest therein) and all apparatus, machinery, devices, fixtures, appurtenances and equipment necessary for the proper operation and maintenance of the foregoing now or hereafter owned by Landlord or hereafter acquired by Tenant and, as herein provided, to be surrendered to Landlord upon the Expiration of this Lease and attached to and used in connection with the Buildings and the Land.

1.20 "Initial Term" shall have the meaning set forth in Section 3.1.

1.21 "Land" shall mean the land described in Schedule A annexed hereto and incorporated herein by reference.

1.22 "Landlord" shall mean Nevada Sports Property LLC and its successors and assigns as landlord under this Lease.

1.23 "Landlord's Mortgages" shall have the meaning set forth in Section 28.1.

1.24 "Law" or "Laws" shall have the meaning set forth in Article 9.

1.25 "Lease Date" shall mean the date that the facilities described in Schedule F (other than the gymnasium) are made tenantable and granted a certificate of occupancy or a temporary certificate of occupancy (in the latter case, if and only if a certificate of occupancy is subsequently issued without material interruption of Tenant's use of the applicable facilities), but no sooner than August 15, 2016. Landlord shall provide notice to Tenant on or before July 25, 2016, of Landlord's reasonable conclusion that the Lease Date will be later than August 31, 2016.

1.26 "Lease Interest Rate" shall mean the lesser of (a) the highest lawful rate which at the time may be charged by Landlord to Tenant under the Laws of the State or (b) 15% per annum.



## Attachment 5: Lease Agreement

1.27 "Lease Year" shall mean the twelve (12) calendar month period commencing on each July 1 during the Term of this Lease; provided however that the period commencing on the Lease Date and ending on June 30, 2017 shall be treated as the first Lease Year.

1.28 "Net Revenues Available for Fixed Charges" shall mean, for any period, the sum of (i) all revenues of the Tenant (from any source), less (ii) the sum of all costs and expenses of operations and maintenance (determined in accordance with generally accepted accounting principles) of the Tenant, except for Fixed Charges.

1.29 "Notices" shall have the meaning set forth in Section 24.1.

1.30 "Option Notice" shall have the meaning set forth in Article 47.

1.31 "Option Period" shall have the meaning set forth in Article 47.

1.32 "Owner" shall mean the Owner of the fee title to the Land.

1.33 "Permits" shall have the meaning set forth in Article 9.

1.34 "Permitted Encumbrances" shall mean those certain liens, easements, rights of way and other encumbrances set forth on Schedule B annexed hereto and incorporated herein by reference.

1.35 "Person" shall mean and include any individual, corporation, partnership, limited liability company, unincorporated association, trust, Governmental Authority or other entity.

1.36 "Plans" shall mean the plans and specifications for charter school buildings, including the site plan, detailed design drawings and materials specifications prepared by Ethos Three Architecture under project number 2015102, last revised March 24, 2016.

1.37 "Pro Forma Fixed Charge Coverage Ratio" shall mean the Fixed Charge Coverage Ratio calculated upon the assumption that a particular additional Fixed Charge obligation is undertaken by Tenant, and that the associated revenues and other expenses accrue to Tenant, all such assumptions based upon reasonable business projections documented in writing to or by the board of Tenant, and forming the basis for the decision of the board of Tenant to undertake or not undertake such additional Fixed Charge obligation.

1.38 "Property" shall mean the Demised Premises.

1.39 "Provisions" shall have the meaning set forth in Article 34.

1.40 "Renewal Notice" shall have the meaning set forth in Section 3.2.

1.41 "Repairs" shall have the meaning set forth in Section 8.1.

## Attachment 5: Lease Agreement

1.42 "Restorations" shall have the meaning set forth in Section 16.2.

1.43 "School" shall have the meaning set forth in Section 1.6.

1.44 "State" shall mean the State of Nevada, the state in which the Demised Premises are located.

1.45 "Tenant" shall mean the Tenant named herein and, at any given time, its permitted successors and assigns as tenant under this Lease.

1.46 "Tenant Alterations" shall mean each and every (a) demolition of the whole or any part of any Improvement now or hereafter erected upon the Land; (b) excavation at any time made or to be made in, on or about the Demised Premises; (c) repair, addition, installation, betterment, rebuilding, or fixturing made by Tenant of, to, in, on or about the Property or any part thereof; (d) play field or other recreational or athletic field or improvement whatsoever; and (e) construction of any additional Improvements by Tenant upon the Land.

1.47 "Tenant's Architect" and "Tenant's Engineer" shall mean, respectively, a duly qualified architect and engineer, licensed in the State, selected and paid by Tenant.

1.48 "Tenant Deliveries" means the following instruments and documents to be executed, acknowledged and/or delivered by Tenant to Landlord and at such time or times as the same are reasonably requested by Landlord, including, without limitation, in conjunction with a sale of the Property by Landlord: (a) Tenant Estoppel Certificate in form acceptable to Landlord and its lenders or potential purchasers of the Property; (b) the Short Form Lease Agreement in the form attached hereto as Schedule C; (c) the insurance certificate required pursuant to Section 10.4; (d) the subordination, non-disturbance and attornment agreement provided for in Section 29.2; and (e) one or more legal opinions from outside counsel for Tenant licensed in the State and/or jurisdiction of their state and nation of formation acceptable to Landlord ("Tenant's Counsel Opinion"), stating that (A) Tenant is duly formed, validly existing, and in good standing under the laws of its state of formation and is qualified to conduct business in the State; (B) the person executing the Lease is duly appointed and authorized by Tenant to execute the Lease; (C) the Lease has been duly authorized, executed and delivered by Tenant, and constitutes a legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms subject to exceptions relating to bankruptcy, insolvency and the application of equitable principles; (D) Tenant has full power and authority to execute, deliver and perform its obligations under the Lease and to carry on its businesses as presently conducted; (E) to the current, actual knowledge of Tenant's counsel based on due inquiry to Tenant, the execution, delivery and performance of the Lease will not conflict with or result in a breach or violation of any term or provision of, or constitute a default under (1) the Articles of Incorporation or Bylaws of Tenant, (2) any loan agreement, mortgage, deed of trust, lease, license or other agreement or instrument to which Tenant is a party or by which Tenant is bound, (3) any statute, order, rule or regulation of any governmental body or agency or instrumentality thereof, or (4) any order, writ, injunction or decree of any court or any arbitrator having jurisdiction over Tenant; and (F) such other matters as Landlord may reasonably require. Tenant shall permit, and shall cause Tenant's counsel to permit, any holder of the First Mortgage to rely on Tenant's Counsel Opinion if one or more subject

## Attachment 5: Lease Agreement

matters of such opinion is (are) (x) required by the holder of the First Mortgage as a condition to the closing of the First Mortgage and (y) of the type customarily required by institutional lenders.

1.49 "Tenant's Personal Property" shall mean (a) all items that are owned by third parties and leased to Tenant, (b) Tenant's trade fixtures, (c) inventory and moveable equipment at the Demised Premises owned by Tenant, and (d) all other items of personal property purchased or otherwise acquired by Tenant, except in discharge of Tenant's obligations hereunder.

1.50 "Term" shall have the meaning set forth in Article 3 and shall include the Initial Term and any Extended Term.

1.48 "Unavoidable Delays" shall mean causes or events which are beyond a party's reasonable control which prevent such party's performance under this Lease which events may include: acts of God, fire, earthquake, flood, storm, explosion, war, invasion, insurrection, civil commotion, embargo, riots, mob violence, vandalism, lockouts, strikes, sabotage, picketing, inability to procure or general shortage of labor, equipment, facilities, supplies or materials, failure of transportation, litigation, condemnation, requisition, governmental restriction, including inability or delay in obtaining governmental consents or approvals, material adverse weather conditions, or any other cause, whether similar or dissimilar to the foregoing, not within such party's control; provided reasonably satisfactory evidence of the occurrence of each instance thereof shall be furnished by the party claiming Unavoidable Delays to the other party. Financial inability of a party shall not be the basis of an Unavoidable Delay.

2. **Demise.** Landlord, for and in consideration of the rents hereinafter reserved by Landlord and the Provisions herein contained on the part of Tenant to be paid, kept and performed, has leased, rented, let and demised, and by these presents does hereby lease, rent, let and demise to Tenant, and Tenant does hereby take and hire from Landlord, the Property, upon and subject to the Provisions herein set forth. Subject to completion of the Buildings substantially in accordance with the Plans, the lease of the Property is "**As Is, Where Is**" and "**WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN,**" in its present state and condition as of the effective date of the Lease and again as of the date of the Certificate of Use/Occupancy following construction of the Improvements, with no rights or recourse, set-off, or counterclaim against Landlord (or any Landlord parties or any other related or affiliated party) with respect to such state or condition. Tenant acknowledges that Tenant has been given a full and complete opportunity to conduct its own inspections and investigations as to any and every matter, fact, condition, circumstance or issue, which might influence or affect Tenant's decision to lease the Demised Premises. Tenant has made thorough independent inspections and investigations of the Demised Premises and all pertinent matters thereto, without exception, including, but not limited to, the following: state of title; zoning; use; fitness of the Land; land surveys; soil conditions, as to every aspect thereof; access; utility services (availability and adequacy); sewers; storm drainage (collectively, the "Property Conditions"). Tenant represents and warrants as of the effective date, that Tenant is not relying on any representations, promises or agreements of Landlord, other than those if any, expressly set forth herein. Tenant understands and acknowledges that Landlord makes no representations or warranties, expressed or implied, regarding, and will not have any liability, whatsoever, to Tenant with respect to, the Property Conditions. Landlord hereby assigns to Tenant all of the warranties of Landlord's contractor (including its subcontractors and equipment manufacturers) for the Buildings (except as to those elements of the Buildings for

## Attachment 5: Lease Agreement

which Landlord is responsible hereunder for repair and maintenance), and Landlord has notified and received consent from its contractor for such assignment.

AS A MATERIAL PART OF THE INDUCEMENT TO LANDLORD FOR THE LEASING OF THE PROPERTY, TENANT, ON BEHALF OF ITSELF, AND ITS SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY FOREVER DISCHARGES AND RELEASES LANDLORD AND ITS RESPECTIVE PARTNERS, MEMBERS, PRINCIPALS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, ATTORNEYS AND EMPLOYEES (COLLECTIVELY, THE "LANDLORD PARTIES") FROM ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, DEMANDS, OBLIGATIONS, DAMAGES, CAUSES OF ACTION (AT LAW OR IN EQUITY) AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, OTHER THAN THOSE FOR BREACH OF LANDLORD'S REPRESENTATIONS AND WARRANTIES, IF ANY, EXPRESSLY SET FORTH HEREIN, THAT ARE BASED DIRECTLY OR INDIRECTLY ON, ARISE FROM OR IN CONNECTION WITH, OR ARE, IN ANY MANNER WHATSOEVER, RELATED TO: (A) ANY PAST, PRESENT OR FUTURE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS MATERIALS AT THE PROPERTY, (B) ANY AND ALL STATEMENTS, REPRESENTATIONS, WARRANTIES, DETERMINATIONS, CONCLUSIONS, ASSESSMENTS, ASSERTIONS, OR ANY OTHER INFORMATION CONTAINED IN ANY OF THE DOCUMENTS PREPARED BY THIRD PARTIES AND DELIVERED TO TENANT IN CONNECTION HERewith AND THE PROPERTY, OR (C) ANY DEFECT, INACCURACY OR INADEQUACY IN THE CONDITION OF TITLE TO THE PROPERTY, LEGAL DESCRIPTION OF THE PROPERTY, OR ANY COVENANTS, RESTRICTIONS, ENCUMBRANCES, OR OTHER MATTERS OF RECORD, OR ENCROACHMENTS WHICH AFFECT THE PROPERTY.

SUBJECT, however, to the following:

2.1 Present and future building, environmental, zoning, use and other laws of all Governmental Authorities.

2.2 The condition and state of repair of the Property or any part thereof as the property may be on the Lease Date.

2.3 Rights, if any, of others relating to water, gas, sewer, electric, telephone and other utility lines, wires, poles, pipes, conduits and other equipment of any kind whatsoever and the maintenance thereof.

2.4 Liens for Impositions attributable to the period from and after the Lease Date (but not prior thereto).

2.5 The Permitted Encumbrances.

### 3. Term.

3.1 This Lease shall continue in force for a period commencing on the Lease Date and ending at 11:59 P.M. on June 30, 2036 (the "Initial Term"), unless extended as provided in Section 3.2 or sooner terminated as herein provided. Notwithstanding anything to the contrary

## Attachment 5: Lease Agreement

set forth herein, in the event that Landlord has not delivered the Buildings (other than the gymnasium, as to which the delivery date is intended to be not later than January 31, 2017, and shall not be later than July 1, 2017, it being understood that Landlord has given Tenant a rent concession reflected in Schedule D as to the later delivery of the gymnasium and other matters) to Tenant in tenantable condition on or before August 31, 2016, Landlord shall either make available to Tenant alternative temporary facilities adequate to conduct Tenant's business intended to be conducted on the Property until Landlord is able to deliver the Buildings (other than the gymnasium, as noted above) in tenantable condition (the cost of such temporary facilities to be borne by Landlord), or Tenant shall be entitled to terminate this Lease as of right, upon which all obligations of Landlord and Tenant hereunder shall terminate and be of no further force and effect.

3.2 Tenant shall have the right to extend the Term for two successive additional periods of five (5) years each, the first of which commencing on the day following the last day of the Initial Term and ending on the day preceding the fifth (5th) anniversary thereof (as so extended and subsequently extended, the "Extended Term"), provided that (i) Landlord receives a notice from Tenant exercising its right to extend the Term (each, a "Renewal Notice") not less than one hundred and eight (180) calendar days and not more than four hundred fifty (450) calendar days prior to the expiration of the Initial Term (or of the first Extended Term, respectively), and (ii) there is no Event of Default outstanding at the time of the Renewal Notice or at the expiration of the Initial Term (or of the Extended Term), unless such Event of Default is waived in writing by Landlord. The second right to extend is subject to the conditions and requirements stated above for the first such right to extend, and the further condition that the first extension has been granted and performed.

3.3 The Fixed Rent payable during the Extended Term shall be as set forth in Section 4.2. Upon the giving of the Renewal Notice, and the satisfaction of the conditions applicable thereto, this Lease shall thereupon be deemed extended for the Extended Term with the same force and effect as if such Extended Term had been originally included in the Term.

3.4 All other terms, provisions, covenants and conditions of this Lease shall continue in full force and effect during the Extended Term except that Fixed Rent shall be as provided in Section 4.2 and there shall be no further renewal terms.

### 4. Rent.

4.1 During the Initial Term, Tenant covenants and agrees to pay to Landlord rent for the Property ("Fixed Rent") in the amounts set forth in Schedule D attached hereto, as the same shall be modified by agreement of the parties in the event of additional phases of the charter school facilities on the Land, by written amendment to this Lease.

4.2 During the Extended Term, if any, Tenant covenants and agrees to pay to Landlord Fixed Rent in the amounts set forth in Schedule E attached hereto.

4.3 Fixed Rent shall be accounted for and paid by Tenant to Landlord in monthly payments, made in advance starting on the Lease Date, and thereafter on the first day of each calendar month during the Term. Fixed Rent for any period during the Term which is less

## Attachment 5: Lease Agreement

than one full month shall be prorated based upon the actual number of days of the month involved. All Fixed Rent shall be payable without defense, set-off, or counterclaim.

4.4 All Fixed Rent and all Additional Rent (as hereinafter defined) payable to Landlord shall be paid by Tenant to Landlord by payment to Landlord at its address set forth herein, or to such other place and Person as Landlord shall direct in writing.

4.5 If Tenant shall fail to make payment of any installment of Fixed Rent or Additional Rent payable to Landlord hereunder within five (5) calendar days from the date upon which the same shall first have been due hereunder then and in each such event Tenant shall pay Landlord on demand, in addition to the installment or other payment due, as Additional Rent hereunder, a late payment fee in the amount of five (5%) percent of the amount due to compensate Landlord for legal, accounting and other expenses incurred by Landlord in administering the delinquent account by reason of such late payment. For the purposes of this Section 4.5, payments shall be deemed made upon the date of actual receipt by Landlord or as directed by Landlord at the place specified in or pursuant to Section 4.4 hereof. The late payment fee required to be paid by Tenant pursuant to this Section 4.5 shall be in addition to all other rights and remedies provided herein or by Law to Landlord for such nonpayment.

4.6 It is the purpose and intent of Landlord and Tenant that the Fixed Rent shall be net to Landlord and that Tenant shall pay as additional rent ("Additional Rent"), without notice or demand, and without abatement, deduction, defense, counterclaim or set-off, and save Landlord harmless from and against, all costs, Impositions, insurance premiums to which the Demised Premises is subject and all other expenses and obligations of every kind and nature whatsoever related to, or arising in connection with, the use and occupancy of the Property or any portion thereof or as otherwise provided in this Lease (including reasonable attorneys' fees and disbursements incurred in connection with any Event of Default hereunder, in the event that there is any Event of Default, whether or not a suit or proceeding is brought to enforce any right or remedy of Landlord) which may arise or become due prior to or during the Term, other than (a) payments under any mortgage or other indebtedness of Landlord; and (b) other obligations, if any, which are the specified responsibility of Landlord under the terms of this Lease. Tenant acknowledges that on the Lease Date it will give notice to all public and private utilities that it is in possession of the Demised Premises and will assume liability for all such charges imposed by such utility companies from and after the Lease Date to the Expiration of the Lease, including but not limited to, charges for water, gas, electric and other utilities and shall prorate with Landlord any utility bill for a period during which the Lease Date occurs. In the event of any nonpayment of any of the foregoing, Landlord shall have, in addition to all other rights and remedies, all of the rights and remedies provided for herein or by law in the case of nonpayment of Fixed Rent. Landlord agrees that it will give Tenant prompt notice of any intent to pay any sum which would be deemed Additional Rent and Landlord will make such payment only if it does not receive assurance to its reasonable satisfaction (and including written evidence) that such payment has been or is being timely made by or on behalf of Tenant within five (5) days of Tenant's receipt of Landlord's notice; provided however, nothing herein shall be deemed to preclude Landlord from paying any amount which would otherwise be deemed to be Additional Rent directly and immediately if, in Landlord's judgment, there is an emergency or an extraordinary circumstance warranting such payment.



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### 5. Payment of Impositions.

5.1 During the Initial Term and the Extended Term, except as set forth herein, Tenant shall pay all Impositions, or cause the same to be paid, as and when due and payable, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof; provided however, that:

(a) If, by Law, any Imposition, at the option of the taxpayer may be, and customarily is, paid in installments, whether or not interest shall accrue on the unpaid balance of such Imposition, Tenant may, so long as no Event of Default shall then exist under this Lease, exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event shall pay such installments as may become due during the Term together with any interest thereon as the same respectively become due and before any fine, penalty, additional interest or cost may be added thereto; and

(b) Any Imposition (including assessments which have been converted into installment payments by Tenant) relating to a fiscal period of a taxing authority, a part of which is included within the Term and a part of which is included in a period of time prior to the Lease Date or after the Expiration Date shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect of or become a lien upon the Property, or any part thereof, or shall become due and payable during the Term) be prorated between Landlord and Tenant as of the Lease Date or the Expiration of this Lease, as the case may be so long as, in the case of any proration in favor of Tenant, no Event of Default shall then exist hereunder.

5.2 Except as provided in this Section, Tenant shall not be required to pay income taxes assessed against Landlord, or any capital levy, corporation franchise, or gross receipts tax based on Landlord's income, excess profits, estate, succession, inheritance taxes or transfer, documentary, excise or similar taxes of Landlord; provided however, that if at any time during the Term, the present method of taxation shall be changed so that in lieu of or as a substitute for the whole or any part of any Impositions on real estate and the improvements thereon there shall be levied, assessed or imposed on Landlord a new capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents or the present or future Improvements, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Impositions" for the purposes hereof, but only to the extent that the same would be payable if the Property were the only property of Landlord, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Impositions. In the event that the present method of taxation is changed as aforesaid, Landlord and Tenant agree to meet to equitably adjust the Impositions to be paid by Tenant.

5.3 Tenant shall obtain and after payment shall furnish to Landlord official receipts of the appropriate entity levying such Imposition, or other evidence reasonably satisfactory to Landlord, evidencing the payment of any Impositions.

5.4 Landlord and Tenant acknowledge that, pursuant to NRS 361.096(1), the Property is eligible for exemption from ad valorem taxation as of the Lease Date based upon its permitted use under the education exemption granted (public charter school), and that otherwise

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ad valorem taxes would be included within Additional Rent hereunder, payable by the Tenant. The amount of payment required by the charter school pursuant to the agreement is reduced in an amount which is at least equal to the amount of tax that would have been imposed if the property were not exempt pursuant to subsection 1 of NRS 361.096. The parties agree to cooperate to obtain and maintain such ad valorem tax exemption (including that Landlord shall provide to Tenant a copy of this lease to deliver to the county assessor with cover letter from Landlord), at the expense of Tenant. Notwithstanding the foregoing, should there come due during the Lease Term any other Impositions (whether as a result of a change in law or interpretation or otherwise, and whether or not in lieu of ad valorem taxes), Tenant shall pay, prior to delinquency, all such Impositions as Additional Rent. Tenant agrees to use its best efforts in assisting Landlord with obtaining any and all ad valorem property tax exemptions including, without limitation, by submitting information and executing documents as may be reasonably requested by Landlord and shall otherwise reasonably cooperate with Landlord in obtaining same.

5.5 During the Term, Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition (it being understood that it is Tenant's obligation to timely prepare and deliver to Landlord the documents necessary to obtain exemption from ad valorem taxes pursuant to the use exemption for public charter schools), by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof in which event Tenant shall have the right to postpone or defer payment of such Imposition, in each case only if:

(a) Neither the Property nor any part thereof would by reason of such postponement or deferment be in imminent danger of being subjected to foreclosure proceedings, forfeited or lost; and

(b) Tenant shall either (i) have posted with Landlord the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may be assessed against or become a charge on the Property or (ii) have posted with Landlord or with the authority imposing the Imposition or a court of competent jurisdiction security reasonably satisfactory to Landlord or a bond by a surety company approved by Landlord, whereby such surety undertakes to pay such Imposition in the event that Tenant shall fail to pay the same upon the final disposition of the contest (including appeals) or the Property or any part thereof is, in the reasonable judgment of Landlord in imminent danger of being forfeited or lost during the pendency of such contest. The initial deposit or bond shall be in an amount equal to 125% of the amount so contested and unpaid. Any deposit made by Tenant under the Provisions of this subsection, together with any additions thereto and all interest, if any, earned thereon, shall be held in trust and disposed of as hereinafter provided.

5.6 Upon the termination of any proceeding (including appeals), conducted pursuant to Section 5.5 hereof, or if Tenant should so elect, at any time prior thereto, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceeding, the payment of which may have been deferred during the prosecution of such proceeding, together with any costs, fees, interest, penalties or other liabilities in connection therewith, and upon such payment, Landlord shall return any amount deposited with it (and not previously applied by it as herein provided) with respect to such Imposition. Such payment, at Tenant's request, shall be

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made by Landlord out of and to the extent of the amount deposited with it with respect to such Imposition, any balance due shall promptly be paid by Tenant, and any balance remaining shall be paid to Tenant with interest, if any, accrued thereon. If, at any time during the continuance of such proceeding, the Property or any part thereof is, in the reasonable judgment of Landlord, in imminent danger of being forfeited or lost, Landlord may require the amount theretofore deposited with Landlord to be applied to the payment of such Imposition (or Landlord may require application of the bonded amount by the surety company, if a bond has been furnished) as provided in the preceding sentence, any balance due shall promptly be paid by Tenant, and any balance remaining due shall be returned to Tenant with interest, if any, accrued thereon. Notwithstanding anything to the contrary set forth in this Section, no such deposit held by Landlord, or any part thereof, or interest thereon, shall be returned to Tenant so long as any Event of Default shall then exist hereunder.

5.7 Landlord shall have the right: (a) to seek a reduction in the valuation or other basis of the Demised Premises and/or the Improvements and/or any portion or part thereof assessed or measured for Imposition purposes; (b) at Landlord's expense to participate in any such proceeding commenced by Tenant at Landlord's insistence or otherwise; and (c) to commence a proceeding with Notice to Tenant, or to intervene in and prosecute any proceeding commenced by Tenant, for a reduction of such assessed valuation or other basis which shall in whole or in part be for any period of time subsequent to the Expiration of this Lease. Tenant shall be obligated to reimburse Landlord in connection with any proceeding referenced in clauses (a) and (c) above (including reasonable attorney's fees), but only to the extent of the aggregate amount of savings in Impositions that are actually realized by Tenant during the Term as a result of such proceeding.

5.8 To the extent to which any tax refund payable as a result of any proceeding which Landlord or Tenant may institute, or payable by reason of compromise or settlement of any such proceeding, may be based upon a payment made by or for the account of Tenant and shall not relate to a period prior to the Lease Date or subsequent to the Expiration of this Lease, subject to Tenant's obligation to reimburse Landlord forthwith as Additional Rent hereunder for any expense incurred by Landlord in connection with such proceeding (including reasonable attorney's fees), and so long as no Event of Default shall exist, Tenant shall be authorized to collect the same.

5.9 Landlord shall not be required to join in any proceeding referred to in Section 5.5 hereof unless the provisions of any Law at the time in effect shall require that such a proceeding be brought by and/or in the name of Landlord or any owner of the Property, in which event Landlord shall, upon written request, join in such proceeding or permit the same to be brought in its name, upon compliance by Tenant with the requirements of Section 5.5 and this Section. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any costs or expenses (including reasonable attorneys' fees) or liabilities in connection with any such proceeding, if such proceeding has been requested or initiated by Tenant.

5.10 The certificate, advice or bill of the appropriate official designated by Law to make or issue the same or to receive payment of any Imposition, of payment or non-payment of such Imposition, shall be prima facie evidence that such Imposition is paid or due and unpaid at the time of the making or issuance of such certificate, advice or bill.

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As set forth above, Landlord, with Tenant's cooperation including timely delivery of necessary documentation to Landlord, shall apply for any applicable ad valorem tax exemption that may be allowed by Law. In the event that the foregoing exemption is granted, then, the exempted amount of taxes (i.e. one of the types of Impositions) shall be deducted from the Additional Rent. This paragraph is meant to clarify the benefit to be derived by the Tenant and provided for by law, it being understood that the rent paid by Tenant herein is composed of Fixed Rent and Additional Rent and that the benefit derived by any exemption shall be applied against the Additional Rent otherwise due hereunder.

5.12 In the event that Tenant fails to timely comply with its monetary obligations contained in Article 5, any amounts not paid when due shall accrue interest at the Lease Interest Rate.

### **6. Use and Operation of Property.**

6.1 (a) Tenant shall have the right to use and occupy the Property for the sole purpose of operating a charter school and for such other lawful purposes as may be incidental thereto (including a pre-kindergarten program of Tenant's choice). Tenant shall be responsible for all of its obligations under this Lease notwithstanding the loss of its Charter or any permits or authorizations needed or convenient to the operation of the School; provided however that in the event of loss of the Charter, enforcement of the obligations of Tenant hereunder shall be limited to recourse to the assets (funds and any other tangible or intangible assets) of the Tenant, and there shall be no personal liability of any member of the board or other governing body of the Tenant for Fixed Rent or Additional Rent, or any deficiency judgment against the Tenant for Fixed Rent or Additional Rent, except for sums due hereunder as a result of the willful misconduct of Tenant (or, as to a member of its board or governing body, the willful misconduct of such member).

(b) Tenant agrees that it will at all times maintain the Property in a state of repair and maintenance as required under Article 8; will not commit waste, overload the floors or structure of the Buildings or subject the Demised Premises to any use that would damage the Demised Premises; and will provide adequate security for the Property.

6.2 (a) Without the prior written consent of Landlord, Tenant shall not use, maintain, permit or allow the use, or maintenance of the Demised Premises or any part thereof to treat, store, dispose of, transfer, release, convey or recover, or permit or suffer these to be present on, under or about the Demised Premises, any Hazardous Materials nor shall Tenant otherwise, in any manner, possess or allow the possession of any Hazardous Materials on or about the Demised Premises, except for incidental cleaning, educational and landscaping supplies used and stored in compliance with all Environmental Laws (as hereinafter defined), whether such Hazardous Materials existed on the Demised Premises prior to the Lease Date or after the Lease Date. Should Landlord consent in writing to Tenant bringing, using, storing or treating any Hazardous Material(s) in or upon the Demised Premises or if Tenant is allowed to bring, use store or treat Hazardous Materials in or upon the Demised Premises pursuant to this Section, Tenant shall strictly obey and adhere to any and all Environmental Laws, which in any way regulate, govern or impact Tenant's possession, use, storage, treatment or disposal of said Hazardous Material(s).

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(b) "Hazardous Materials" shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (x) cause or significantly contribute to an increase in mortality or in serious illness, or (y) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable Laws (collectively "Environmental Laws").

(c) Tenant shall immediately notify Landlord of the presence or suspected presence of any Hazardous Materials, on or about the Demised Premises and shall deliver to Landlord any notice received by Tenant relating thereto.

6.3 Landlord and its employees, contractors and agents shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon at any time to determine whether or the extent to which there is Hazardous Materials on the Demised Premises. Landlord shall have the right to immediately enter upon the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, unless such loss or damage results from Landlord's gross negligence or willful misconduct. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Materials, then, the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent. Tenant shall execute affidavits, representations and estoppels from time to time, in form reasonably acceptable to Tenant, at Landlord's request, concerning Tenant's knowledge and belief regarding the presence of any Hazardous Materials on the Demised Premises or Tenant's intent to store or use Hazardous Materials on the Demised Premises. Tenant shall indemnify, defend, and hold harmless Landlord from any and all claims, loss, liability, costs, expenses or damage, including reasonable attorneys' fees and other costs of remediation, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

6.4 Tenant shall not use or occupy or permit the Property or any part thereof to be used or occupied, for any unlawful purpose or in violation of the Charter or any certificate of occupancy, certificate of compliance, Permit or Law covering or affecting the use of the Property or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Demised Premises or any part thereof which may, in Law, constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

6.5 Tenant shall not use, occupy or improve or permit the Property or any part thereof to be used, occupied or improved, so as to violate any of the terms, conditions or covenants of the Permitted Encumbrances or any other easements, restrictions, covenants or agreements hereafter affecting the Property.

### 7. Surrender of the Property; Holding Over.

7.1 Tenant shall, on the Expiration of this Lease, or upon any re-entry by Landlord upon the Demised Premises pursuant to this Lease, surrender and deliver up the Property into the possession and use of Landlord, without delay and in the same state of repair and maintenance as the state of repair and maintenance of the Property on the Lease Date, ordinary wear excepted and casualty damage excepted, free and clear of all lettings and occupancies, free and clear of all liens, charges and encumbrances except (i) the Permitted Encumbrances and any easements, restrictions, covenants, charges or other encumbrances existing as of the Lease Date, (ii) the First Mortgage, if any, together with any other instruments securing the indebtedness secured by the First Mortgage, and (iii) all those which Landlord causes after the Lease Date or to which Landlord expressly consents in writing (which, for the purposes of this Section 7.1, shall be deemed to be additional Permitted Encumbrances). On the Expiration of this Lease, title to and ownership of the Improvements shall automatically vest in Landlord without the execution of any further instrument and without any payment therefor by Landlord. On or about sixty (60) days prior to the Expiration of the Lease, Landlord and Tenant shall conduct a joint inspection of the Property to determine its physical condition and Tenant's compliance with its obligations hereunder, including without limitation, those set forth in Article 8. Landlord's participation in such inspection shall not be deemed to preclude or stop Landlord from thereafter making a claim against Tenant with respect to any condition, circumstance or event related to the Property for which Tenant is responsible under this Lease or otherwise, provided that Landlord must make any claim for such condition, circumstance or event within ninety (90) days of the later of (a) the Expiration Date, and (b) the date on which Landlord regains physical possession of the Property, and provided further that the foregoing time limit on Landlord's right to assert claims shall not apply to conditions which are not readily ascertainable with reasonable diligence or without resort to invasive testing, including by way of example and not limitation, subsurface soil and water conditions that exist as a result of Tenant's use of the Property. Tenant shall remove all its signs from the Property upon expiration of this Lease and shall promptly repair any damage to the Improvements and the Land resulting from such removal. Tenant shall remove Tenant's Personal Property upon Expiration of this Lease and Tenant shall promptly repair any damage to the Improvements and the Land resulting from such removal. Any of Tenant's signs or other Personal Property remaining on the Demised Premises in excess of sixty (60) days following the Expiration of this Lease shall, at the option of Landlord, be deemed abandoned and become Landlord's property. In addition, Landlord shall have the right to remove any of Tenant's Personal Property upon the Expiration of this Lease, and to store the same, all at the sole cost and expense of Tenant. Tenant shall, on demand, execute, acknowledge and deliver to Landlord a written instrument, in recordable form, confirming such Expiration, as well as any further assurances of title to the Improvements as Landlord may reasonably request, together with instruments in recordable form evidencing the Expiration of this Lease and the Memorandum of this Lease of even date herewith.

7.2 In the event of any holding over by Tenant after Expiration or in the event Tenant continues to occupy the Property after the termination of Tenant's right of possession pursuant to this Lease, occupancy of the Property subsequent to such termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but Tenant shall, throughout the entire holdover period, pay rent (on a per month basis without reduction for any partial months during any such holdover if such holdover exceeds five (5) calendar days and on a per diem basis if such holdover is five (5) calendar days or less) equal to



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one hundred fifty percent (150%) of the Fixed Rent due for the period immediately preceding such holding over and the actual Additional Rent accruing on a prorata basis during the holdover period, provided that in no event shall Fixed Rent and Additional Rent during the holdover period be less than the fair market rental for the Property. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Term of this Lease shall be construed to extend the Term or prevent Landlord from recovery of immediate possession of the Property by summary proceedings or otherwise. Tenant shall be liable to Landlord for all actual damage which Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify Landlord against any and all proved claims made by any other tenant or prospective tenant against Landlord for delay by Landlord in delivering possession of the Property to such other tenant or prospective tenant.

7.3 The Provisions of this Article 7 shall survive the Expiration of this Lease.

### **8. Repairs and Maintenance.**

8.1 Throughout the Term, Tenant, at its sole cost and expense, shall: (a) maintain in first-class condition and repair the interior and exterior of the Demised Premises, including but not limited to: the electrical systems (except as set forth in Paragraph 8.7), heating and air conditioning systems, plate glass, windows and doors; sprinkler, plumbing (except as set forth in Paragraph 8.7) and sewage systems and facilities; fixtures; interior and exterior walls; floors; ceilings; gutters, downspouts, sidewalks, parking lot pavement, parking areas, grounds, recreational and landscaped areas of the Demised Premises; all electrical facilities and equipment including but not limited to, interior and exterior lighting fixtures, lamps, fans and any exhaust equipment and systems; electrical motors; and kitchen and all other appliances, fixtures and equipment of every kind and nature located in, upon or about the Demised Premises; and all glass, both interior and exterior (and any broken glass shall be promptly replaced at Tenant's expense by glass of like kind, size and quality); (b) keep the Property in the same order, repair and condition as of the applicable Lease Date with respect to each phase, respectively; and (c) make all necessary or appropriate repairs, replacements and renewals, and all necessary or appropriate alterations and restorations thereto, interior and exterior, ordinary and extraordinary, and foreseen and unforeseen (collectively, "Repairs"). Without limiting the generality of the foregoing, Tenant shall, at its expense, contract with a professional HVAC contractor reasonably acceptable to Landlord for the maintenance and repair of all HVAC components, including for purposes of ensuring proper seasonal preventive maintenance on the heating, ventilating and air conditioning systems, and shall provide a report to Landlord showing compliance with this requirement. Tenant shall provide to Landlord a copy of such agreement (and replacement agreements from time to time as entered) when entered, and written notice of termination or default under such agreement.

8.2 The necessity for and adequacy of Repairs to the Property made or required to be made pursuant to Section 8.1 shall be measured by standards which are appropriate for school buildings of similar age and containing similar facilities in the locality and which are necessary to maintain the Property in a state of repair and maintenance as close as reasonably possible to the state of repair and maintenance of the Property as at the applicable Lease Date as to each phase, respectively. Whenever a portion of the Demised Premises must be replaced in order to comply with the requirements of this Article 8, new equipment and materials of a quality equal to or superior to the quality of the equipment and/or materials being replaced shall be used. Tenant

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shall, within thirty (30) days after demand by Landlord, begin to make such Repairs, or perform such items of maintenance, to the Property as Landlord may reasonably require in order to maintain the Property at the standards required by this Lease and thereafter Tenant shall diligently and continuously pursue and promptly complete such Repairs.

8.3 Landlord shall not be required to furnish any services or facilities or to make any Repairs in or about the Property or any part thereof, Tenant hereby assuming the full and sole responsibility for all Repairs to, and for the condition, operation, maintenance and management of, the Property as of the Lease Date and during the Term.

8.4 Tenant shall, at its sole cost and expense, keep the sidewalks, curbs, entrances, passageways, roadways and parking spaces, planters and shrubbery and public areas adjoining (excluding areas not the responsibility of Landlord under applicable Law) or appurtenant to or constituting part of the Property in a clean and orderly condition, free of ice, snow, rubbish and obstructions.

8.5 Tenant shall be entitled to the benefit of any and all third-party warranties given or running in favor of Landlord with respect to the Property which would in any way be useful to Tenant in fulfilling its obligations under this Article 8; and Landlord shall have the obligation to cooperate with Tenant in making available to Tenant the benefit of any and all third-party warranties given or running in favor of Landlord with respect to the Property which would in any way be useful to Tenant in fulfilling its obligations under this Article 8. Further, Landlord agrees that it will cooperate with Tenant in a commercially reasonable manner in connection with claims against third parties regarding Tenant's repair and maintenance obligations hereunder upon Tenant's request and provided Tenant shall be responsible for the reasonable costs and expenses incurred by Landlord as a result of such cooperation.

8.6 The foregoing obligations of Tenant and Landlord are subject to the provisions of Articles 11, 12, and 16 and, in the event of a conflict between this Article 8 and Articles 11, 12, or 16, the provisions of Articles 11, 12, or 16, as the case may be, shall control.

8.7 Tenant shall immediately upon discovery give to Landlord telephonic notice, followed immediately by written notice, of any damage to the roof or roof structural components. Except for damages caused by the Tenant's negligence (or Tenant's licensees or invitees), Landlord shall be responsible for the maintenance of the roof and roof structural components. With regard to plumbing and electrical systems, notwithstanding the above responsibilities of Tenant, the Landlord shall be responsible for Repairs to the plumbing (from the source of water to the point of connection to the fixtures but excluding any such damages caused by the Tenant or the Tenant's licensees or invitees) or electrical wiring (from the source of electricity (i.e. the utility meter) to the point of connection to the fixtures but excluding any such damages caused by the Tenant or the Tenant's licensees or invitees) that originate with the walls.

8.8 If Tenant fails to perform any repair or maintenance for which it is responsible and such failure is not corrected within five (5) days after written notice from Landlord, Landlord may perform such work and be reimbursed by Tenant for the cost thereof, together with interest thereon at the Lease Interest Rate, within thirty (30) days after demand therefor. Notwithstanding anything to the contrary contained herein: (i) Tenant shall bear the full cost of

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any repair of damage to any part of the Demised Premises that is caused by Tenant, its agents, employees, invitees, or contractors, or exacerbated by Tenant's delay in repair or maintenance obligations; and (ii) Landlord shall be entitled to take all action necessary at any time and at the sole expense of Tenant necessary, in the sole determination of Landlord, to protect the Demised Premises from loss, damage or waste and to assure Tenant's compliance with this Section 8.

### **9. Compliance with Laws; Maintenance of Licenses and Charter; Rate Covenant; Operating Reserve.**

9.1 Throughout the Term, Tenant, at its own sole cost and expense, shall comply with all present and future laws, ordinances, statutes, administrative and judicial orders, rules, regulations and requirements, including, without limitation, the Americans with Disabilities Act (each individually, a "Law," and collectively, "Laws") of all Governmental Authorities, foreseen and unforeseen, ordinary as well as extraordinary, applicable to the Property or any part thereof, the appurtenances thereof and, to the extent required by any Laws, the sidewalks, curbs, alleyways and passage-ways, adjoining the Demised Premises, or to the use or manner of use of the Property or the owners, tenants or occupants thereof whether or not any such Laws necessitate structural changes or improvements or interfere with the use or enjoyment of the Property. Tenant shall also procure, pay for and maintain all permits, licenses, approvals and other authorizations (collectively, "Permits,") necessary for the lawful operation of its business at the Demised Premises and the lawful use and occupancy of the Property in connection therewith.

9.2 Tenant shall, at its own sole cost and expense, observe and comply with all of the obligations of Tenant under the Charter, and shall operate the School in accordance therewith and with all applicable Laws. Tenant shall give immediate written notice to Landlord of any default or breach under the Charter, or of any suspension, termination, amendment or extension thereof. Tenant shall timely make application for extension of the Charter such that the Charter shall remain in full force and effect for the Term.

9.3 Upon Landlord's written consent, Tenant shall have the right to contest by appropriate legal proceedings, conducted in good faith, in the name of Tenant or Landlord or both, the validity or application of any Laws of the nature referred to in Section 9.1, and Landlord, in its discretion, may execute and deliver any appropriate papers which may be necessary or proper to permit Tenant so to contest the validity or application of any such Law, subject to the following:

(a) If by the terms of any such Law, compliance therewith pending the prosecution of any such proceedings may legally be delayed without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, and without subjecting the Property or any part thereof to any lien, charge, forfeiture, loss or suspension of operations, and Tenant (i) furnishes security reasonably satisfactory to Landlord against loss or injury by reason of such contest or delay and (ii) diligently and continuously prosecutes the contest to completion, then Tenant may delay compliance therewith until the final determination of any such proceeding.

(b) Tenant agrees that it will indemnify, defend, and hold Landlord harmless against any costs, expenses or liabilities it may sustain by reason of any act or

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thing done or omitted to be done by Tenant pursuant to this Section 9.3, up to the limits set forth in NRS 40.035. The limits of NRS 40.035 shall not operate to limit the ability to indemnify, defend, and hold Landlord harmless to the extent of proceeds available through any applicable insurance policy.

9.4 Tenant represents and warrants to Landlord that it has complied with the public meeting requirements applicable to it with respect to all meetings of its board concerning the execution and delivery of this Lease (including public notice), and with all Laws applicable to its operation of the School.

9.5 Tenant covenants and agrees to maintain, for each fiscal year of Tenant commencing with the fiscal year ending June 30, 2017, a Fixed Charge Coverage Ratio of not less than 1.10 to 1.00. In the event of (i) Tenant's failure to comply with this covenant, or (ii) a default in the payment obligations of the Tenant (without limiting Landlord's right to exercise other remedies upon the occurrence of any such or other default hereunder), Tenant shall employ promptly a Financial Consultant for purposes of obtaining a report of such firm containing recommendations as to changes in the operating policies of Tenant designed to maintain its Fixed Charge Coverage Ratio at not less than 1.10 to 1.00, and shall follow such recommendations to the full extent practicable until such failure is remedied.

9.6 In addition to the foregoing covenant, Tenant covenants and agrees that it will not undertake any additional material obligation for Fixed Charges unless the Pro Forma Fixed Charge Coverage Ratio is not less than 1.10 to 1.00.

### **10. Insurance.**

10.1 Tenant, at its sole cost and expense, shall throughout the Term procure and maintain:

(a) Comprehensive general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Demised Premises, such insurance to (i) be on the so-called "occurrence" form; (ii) afford immediate protection at the Lease Date to the limit of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate (including any umbrella coverage); (iii) continue at not less than the said limits until required to be changed by Landlord in writing by reason of changed economic conditions making such protection inadequate; and (iv) cover at least the following hazards: (A) premises and operations; and (B) independent contractors on an "if any" basis;

(b) Workers' compensation insurance in an amount not less than the statutory requirements and adequate employee's liability insurance covering all persons employed by Tenant at the Demised Premises;

(c) At all times when Tenant Alterations are being made, Tenant shall have insurance providing the following coverage for its Tenant Alterations (i) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned comprehensive general public liability insurance policy; (ii) contractual liability insurance covering the indemnity contained in Section 20.1 hereof; and (iii) builder's risk completed value coverage (A) for 100% of the contract price, (B) on a nonreporting form,

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(C) deleting all co-insurance provisions, (D) against all risks insured against pursuant to Section 10.1(a) hereof with the addition of damage due to faulty materials, workmanship and errors in design, and (E) including permission to occupy the Demised Premises;

(d) Casualty/property damage insurance, all risk, on the Improvements (including flood insurance, if Property is in a designated flood zone) on a replacement cost basis and for an amount not less than the loan amount under any First Mortgage financing (with deductibles as to wind coverage not greater than 5%, and as to other coverages, not greater than \$100,000); and

(e) Such other insurance, including auto liability coverage, and in such amounts as may from time to time be reasonably required by Landlord, or the holder of the First Mortgage, if any, against other insurable hazards.

### 10.2 Reserved.

10.3 In the event of failure of Tenant to maintain such coverages as are determined under this Article 10, Landlord may at its option place such insurance (or as similar thereto as Landlord is able to procure) and the cost thereof, plus interest at the Lease Interest Rate, shall become Additional Rent due hereunder, or terminate this Lease.

10.4 All insurance provided for in this Article 10 shall be effected under valid and enforceable policies, in such forms and, from time to time after the Lease Date, in such amounts as is required hereunder, issued by financially sound and responsible insurance companies having a Best Policyholder Rating of not less than "A-", a financial rating of not less than XI or such higher rating as the holder of the First Mortgage may require, and authorized to do business in the State. On or before one day prior to the Lease Date and not less than 30 calendar days prior to the expiration dates of the policies theretofore furnished pursuant to this Article, Acord Form 28 certificates of insurance (or substantively comparable certificates) evidencing such policies and payment therefore shall be delivered by the party responsible for obtaining the subject insurance to the other party. In addition, in the event that Landlord conveys its interest in the Property and this Lease, Tenant shall provide an Acord Form 28 certificate of insurance (or substantively comparable certificates) naming the grantee of such conveyance as an additional insured of the insurance required to be maintained by Tenant pursuant to this Article 10 (excluding workers' compensation insurance); such insurance certificate shall be delivered to Landlord within five (5) business days of its request therefor. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article 10 to be furnished by, or which may be reasonably required to be furnished by, Landlord unless Landlord is included therein as an additional insured, with loss payable to Landlord. Tenant shall immediately notify Landlord of the taking out of any such separate insurance and shall cause the certificates therefor to be delivered as required in this Section 10.4.

10.5 All policies of insurance provided for or contemplated by this Article to be obtained by Tenant shall name Tenant as the insured and, other than workers' compensation insurance, Landlord as an additional insured and loss payee and the holder of the First Mortgage as an additional insured and loss payee, as their respective interests may appear. Such policies of insurance shall, to the extent obtainable, contain clauses or endorsements to the effect that:

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(a) No act or negligence of Tenant, or anyone acting for Tenant, which might otherwise result in a forfeiture of such insurance or any part thereof shall in any way affect the validity or enforceability of such insurance insofar as Landlord, or the holder of the First Mortgage are concerned;

(b) Such policies shall not be changed or canceled without at least 30 days' written notice to Landlord and; if required under the First Mortgage, to the holder thereof; and

(c) Neither Landlord nor the holder of the First Mortgage shall be liable for any premiums thereon or subject to any assessments thereunder.

10.6 All insurance policies required hereunder shall provide for waiver of subrogation as to Landlord.

### **11. Damage or Destruction by Fire or Other Casualty.**

11.1 In the event of any damage or loss by fire or other casualty or cause whatsoever (including by title defect) to the Demised Premises or any part or portion thereof during the Term, Tenant shall give immediate Notice thereof to Landlord. If, with respect to any such damage or loss, (a) the period to restore the Demised Premises, as reasonably estimated by Landlord and Tenant, or if Landlord and Tenant are unable to agree, according to the written estimate of a qualified contractor selected by Landlord and reasonably satisfactory to Tenant, exceeds 365 days from the date of the damage, or (b) any such damage or loss occurs during the last year of the Term and the period of time to restore the Demised Premises, as reasonably estimated by Landlord and Tenant, or if Landlord and Tenant are unable to agree, according to the written estimate of a qualified contractor selected by Landlord and reasonably satisfactory to Tenant, exceeds 120 days from the date of the damage, then Landlord or Tenant may elect to terminate this Lease upon notice to the other party within thirty (30) days after the determination of the estimated restoration period. All insurance proceeds (plus any retention or deductible of Tenant, which shall be delivered within 30 days of the event of loss) shall be paid over to Landlord, to be applied to repair and restoration of the Demised Premises if so required hereunder and otherwise applied by Landlord in its sole discretion. In addition, Landlord shall have the right to terminate this Lease upon the occurrence of any damage or loss by fire or other casualty or cause whatsoever (including by title defect) which would require or permit Landlord to prepay in whole any Landlord's Mortgage financing applicable to the Demised Premises, and all insurance proceeds (plus any retention or deductible of Tenant which shall be delivered to Landlord within 30 days of the event of loss) shall be the delivered to Landlord.

11.2 In the event of any damage or loss by fire or other casualty or cause whatsoever to the Demised Premises for which neither Landlord nor Tenant has the right to terminate this Lease (or, if such right exists, but neither Landlord nor Tenant elects to terminate this Lease), then Landlord shall, but solely from insurance proceeds available under policies or other coverage maintained on the Demised Premises under Article 10 (including self-insured retention or deductible to be paid by Tenant, or repair reserves or other funds or obligations of Tenant, all of which funds shall be timely delivered by Tenant), as soon as reasonably possible, but in any event within sixty (60) days after the settlement of the insurance (or such other sums) with respect to such damage or



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loss, commence to rebuild or repair the Demised Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition in which they were immediately prior to the happening of the casualty (subject to the Laws), except that Landlord shall not be required to rebuild, repair or replace any part of Tenant's Personal Property or any Tenant Alterations which may have been placed by Tenant on the Demised Premises. Notwithstanding any contrary provision contained herein: (i) in the event the holder of any First Mortgage should require that the insurance proceeds be used to retire the mortgage debt, or (ii) the insurance or other loss proceeds are materially inadequate to pay the costs of rebuilding, repairing or replacing the damaged Demised Premises, then in either case Landlord shall have no obligation to rebuild and this Lease shall terminate upon notice to Tenant. Any insurance that is carried by Landlord against loss or damage to the Demised Premises shall be for the sole benefit of Landlord and under its sole control.

11.3 In the event of any damage or loss by fire or other casualty or cause (including loss of title) to the Demised Premises, unless such damage or loss is the result of the negligence or intentional tortious conduct of Tenant or Tenant's employees, agents, contractors or invitees (excluding Landlord or any Affiliate of Landlord), then during the period from the occurrence of the damage or loss until the substantial completion of the required rebuilding or repairs, the Fixed Rent payable by Tenant hereunder shall be equitably reduced by an amount which takes into account the reduction in useable classroom space (in accordance with all Laws) which materially and adversely interferes with Tenant's permitted use of the Demised Premises. The foregoing shall not apply to the extent that such damage does not render more than 15% of the building space in the Buildings unusable by Tenant and so long as the number of students allowed to occupy the Buildings is not diminished.

11.4 Any replacement Improvements to be constructed shall be as nearly as possible of a size, type and character equal to the damaged or destroyed Improvements, subject to changes in building codes and other then-current Laws.

11.5 Except as otherwise specifically provided in this Article 11, no destruction of or damage to the Improvements or any part or item thereof, by fire or other casualty or cause whatsoever, whether such damage or destruction be partial or total or otherwise, shall entitle or permit Tenant to surrender or terminate this Lease or shall relieve Tenant from its liability to pay in full the Fixed Rent and Additional Rent hereunder, or from any of its other obligations under this Lease.

### **12. Tenant Alterations.**

12.1 Tenant shall have no right at any time to undertake or cause to be made, Tenant Alterations, except with the Landlord's express written consent in each case. In no event shall Tenant make any Tenant Alterations which (i) would preclude or materially increase the costs of the Phase 2 Facilities (defined in Section 14.3 below), or (ii) add student capacity to the Demised Premises until completion of the Phase 2 Facilities. Any Tenant Alterations which violate the terms of the preceding sentence may be removed or demolished by Landlord without compensation of any kind to Tenant.

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12.2 Tenant covenants and agrees that any Tenant Alterations to which Landlord has given its consent will be made in compliance with, and Tenant hereby covenants that it will comply with, each of the following Provisions:

(a) All Tenant Alterations shall be made with reasonable diligence and dispatch (subject to Unavoidable Delays) in a first class manner and with materials and workmanship comparable to the quality of the Improvements existing on the Lease Date;

(b) Tenant shall furnish copies of plans and specifications prepared in connection with any Tenant Alteration to Landlord, which plans and specifications shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld or delayed;

(c) Before any Tenant Alterations are begun, Tenant shall procure, at its own sole cost and expense, all necessary Permits from all Governmental Authorities and shall deliver photocopies thereof to Landlord. Upon Tenant's request, Landlord shall join in the application for such Permits whenever such action is necessary, and Tenant covenants that Landlord will not suffer, sustain or incur any costs, expense or liability by reason thereof;

(d) All Tenant Alterations shall be made in compliance and conformity with all applicable (a) Laws of all Governmental Authorities (including all building and zoning Laws); (b) Permits; and (c) rules, regulations, orders and requirements of Insurance Boards;

(e) In making any Tenant Alterations, Tenant shall not violate the terms or conditions of any insurance policy obtained or required pursuant to the Provisions hereof affecting or relating to the Property or any part thereof, or the terms of any covenants, restrictions or easements affecting the Demised Premises;

(f) Promptly after the completion of any Tenant Alterations, Tenant shall procure, at Tenant's sole cost and expense, all Permits of Governmental Authorities, if any, for the complete Tenant Alterations as may be required by any applicable Laws of Governmental Authorities, and all Insurance Boards' approvals, if any, as may be required or customary in connection therewith, and on demand, shall promptly deliver photocopies thereof to Landlord;

(g) Tenant shall pay all costs, expenses and liabilities arising out of, in connection with, or by reason of any Tenant Alterations, and shall keep the Property free and clear of all liens, claims and encumbrances in any way arising out of, in connection with, or by reason of, any Tenant Alterations, subject to the Provisions of Article 13 hereof;

(h) No Tenant Alterations shall create any encroachment upon any easement, street or adjacent premises;

(i) No Tenant Alterations shall be made which would tie in or connect any Improvement with any other building or structure located outside the boundary lines of the Demised Premises without prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion for any reason or no reason;

(j) Unless Tenant Alterations (i) are performed entirely within the enclosed walls of any Improvement then existing on the Demised Premises, or (ii) would not be

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reflected on a survey of the Demised Premises, Tenant shall, upon completion thereof, promptly deliver to Landlord a copy of an ALTA "as built" survey of the Demised Premises showing such Tenant Alterations;

(k) No Tenant Alterations shall be made which would render title to the Demised Premises or any part thereof unmarketable, or which would reduce the value of the Property for the uses permitted herein below the value thereof immediately prior to the making of such Tenant Alterations;

(l) Landlord shall not be required to make any contribution to the cost of any Tenant Alterations or any part thereof, and Tenant covenants that Landlord shall not be required to pay any cost, expense or liability arising out of or in connection with or by reason of any Tenant Alterations.; and

(m) Tenant shall at all times comply with NRS Chapter 108 in order to allow Landlord to properly record and effectuate notices of non-responsibility, including, without limitation, NRS 108.2403 and NRS 108.2407.

### **13. Discharge of Liens.**

13.1 Tenant shall not create or permit to be created or to remain, and shall promptly pay and discharge, any lien, encumbrance or charge levied on account of any Imposition or any mechanic's, contractor's, subcontractor's, laborer's, or materialman's lien for which Tenant is responsible under this Lease, or any mortgage, deed of trust or otherwise which might or does constitute a lien, encumbrance or charge upon the Property or any part thereof, or the income therefrom, unless the same arises from any act of Landlord, and, other than matters created by Landlord, Tenant will not suffer any other matter or thing whereby the estate, rights and interests of Landlord in the Property or any part thereof might be impaired; provided that any Imposition may, after the same becomes a lien on the Property, be paid or contested in accordance with Article 5 hereof, and any mechanic's, laborer's, or materialman's lien may be discharged in accordance with Section 13.2 hereof.

13.2 If any such mechanic's, laborer's or materialman's lien shall at any time be filed against the Property or any part thereof, other than matters created by Landlord, Tenant, within 30 days after filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within such period then, in addition to any other right or remedy, Landlord may (after so notifying Tenant), but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor, with interest, costs and allowances. In any event, if any suit, action or proceedings shall be brought to foreclose or enforce any such lien (whether or not the prosecution thereof was so compelled by Landlord), Tenant shall, at its own sole cost and expense, promptly pay, satisfy and discharge any final judgment entered therein, in default of which Landlord, at its option, may so. Any and all amounts so paid by Landlord as in this Section provided, and all costs and expenses paid or incurred by Landlord in connection with any or all of

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the foregoing matters, including reasonable attorneys' fees, together with interest thereon at the Lease Interest Rate from the respective dates of Landlord's making of such payments, shall be paid by Tenant to Landlord on demand as Additional Rent hereunder.

13.3 Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Property or any part thereof. Notice is hereby given that Landlord shall not be liable for any labor or materials or services furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Landlord in the Property or in this Lease. At Landlord's request, Tenant shall execute a written instrument to be recorded for the purpose of providing notice of the existence of the provisions of the preceding sentence, and take all such other actions as may be necessary to effectuate the foregoing in accordance with Nevada law.

### **14. Condition of and Title to Property.**

14.1 Subject to the provisions of this Article 14, Landlord hereby covenants to improve the Demised Premises with the facilities substantially as shown in the plans and specifications listed on **Schedule F** attached hereto, including all approved revisions or modification (the "Plans"), and in accordance with all applicable laws, regulations and rules of governmental entities having jurisdiction thereover. Such Improvements shall be completed in tenantable condition (certificate of occupancy or temporary certificate of occupancy issued, and punch list items excepted) on or before August 25, 2016, subject to force majeure events. In the event that Landlord is unable to deliver the first phase of the Improvements in tenantable condition by such date, Landlord shall give written notice thereof to Tenant not later than July 25, 2016. Tenant's sole remedy for delay by Landlord beyond August 31, 2016, subject to force majeure events, shall be the right to defer commencement of the date on which Rent shall begin to accrue; provided however if occupancy of the first phase of the Improvements is not provided by September 30, 2016, then Tenant's sole additional remedy shall be to terminate this Lease. Notwithstanding the foregoing, the gymnasium building constituting a portion of the Improvements, is not required to be delivered in tenantable condition prior to January 31, 2017. In addition, upon written request of Tenant delivered to Landlord not less than one hundred fifty (150) days prior to the date on which the same is requested to be completed, Landlord hereby covenants to complete the Capacity Enhancements at its sole cost and expense, subject to the terms of that certain Mutual Access Easement Agreement, between Landlord and Central Christian Church, a Nevada nonprofit corporation ("Church"), dated as of January 12, 2016 and recorded as Instrument Number 20160121-0000334, in the public records of Clark County, Nevada (as amended, the "Easement Agreement"), at the sole cost and expense of Landlord, providing access for construction, for shared use of the parking lot to be constructed on a portion of the property owned by the Church. In such event, the Landlord's costs of insurance, indemnity expenses, and maintenance and repair expenses associated with the Easement Agreement and associated pedestrian ways shall be reimbursed by Tenant as Additional Rent.

14.2 Landlord shall assign all contractor or materialman warranties with respect to such Improvements to Tenant, subject to Landlord's rights to enforce such warranties on its own

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behalf as to repair or replacement obligations of Landlord under this Lease or in the event of a failure by Tenant to discharge its repair or replacement obligations under this Lease. Tenant acknowledges and agrees that except as otherwise expressly set forth in this Lease, no representations, statements, or warranties, express or implied, as to merchantability, fitness for a particular purpose or use, or otherwise, have been made by or on behalf of Landlord in respect of the Demised Premises, the status of title, physical condition, income, profit potential or expenses of operation thereof, the zoning or other Laws, regulations, rules and orders applicable thereto, Impositions, or of any other matter or thing affecting or relating to the Property, and that Tenant has relied on no such representations, statements or warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY TENANT OF THE PROPERTY, OR ANY PORTION THEREOF. TENANT ACKNOWLEDGES THAT LANDLORD IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT TENANT IS LEASING THE PROPERTY AS IS. Landlord hereby assigns all of the manufacturers' and contractors' warranties related to the Improvements to Tenant, without representation or warranty; provided that the foregoing assignment shall not apply as to any warranties applicable to those elements of the Improvements as to which Landlord retains an obligation for maintenance or repair under this Lease, or to the extent that such assignment would void or terminate a particular warranty.

14.3 Landlord and Tenant acknowledge and agree that it is the intent of the parties that the School enrollment increase over time, and that to accommodate such growth (in addition to the growth in enrollment provided by the Capacity Enhancements), Tenant may need, and Landlord may provide, an additional classroom wing on the Demised Premises for up to an additional 400 students (the "Phase 2 Facilities"). In the event that enrollment demand exceeds the capacity of the Buildings (taking into account the Capacity Enhancements, whether then constructed or not), the parties shall negotiate in good faith the provision of the Phase 2 Facilities, including delivery schedule, capacity, associated rent, revisions to the purchase option provided in Section 45 of this Lease, and related terms and conditions of this Lease.

### **15. Entry on Property by Landlord.**

15.1 Tenant shall permit Landlord and its authorized representatives and designees to enter the Property at all reasonable times upon reasonable prior notice for the purposes of (a) completing improvements in accordance with the Plans and the Capacity Enhancements, (b) completing the Phase 2 Facilities in the event that the parties agree thereto, (c) inspecting the Property, and (d) making any Repairs thereto and performing any work therein that may be necessary by reason of Tenant's failure to perform the same for five (5) days after Notice from Landlord (or without Notice in case of emergency). Nothing herein contained shall be construed as imposing any duty upon Landlord to do any work not otherwise required by the terms of this Lease. The performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same, and Landlord shall have the right to receive reimbursement in respect thereof as provided in Article 27.

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15.2 Landlord may, during the progress of any work at the Demised Premises performed or caused to be performed by it in accordance with this Article, keep and store thereon all necessary materials, tools, supplies and equipment. Landlord shall not be liable for reasonable inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of the making of Repairs pursuant to Section 15.1 or the performance of any such work, or on account of bringing materials, tools, supplies and equipment into or through the Demised Premises during the course thereof, except due to its gross negligence or willful misconduct, and the obligations of Tenant under this Lease shall not be affected thereby. In making any Repairs pursuant to Section 15.1 or doing any such work, Landlord shall proceed with such work so as to avoid to the extent possible unreasonable inconvenience to Tenant, including dangerous or unsafe conditions for Tenant, staff, faculty and students.

15.3 Landlord and its designees shall have the right to enter the Demised Premises at all reasonable times during usual business hours upon reasonable prior notice for the purpose of showing the Property to prospective purchasers and mortgagees and, during the last two (2) years of the Term or following any Event of Default by Tenant for so long as such default remains uncured or if Tenant has vacated the Demised Premises for more than thirty (30) days, to prospective tenants.

15.4 In exercising its right of entry pursuant to this Article 15, Landlord shall use commercially reasonable efforts to minimize any disruption of Tenant's business operations at the Demised Premises.

### **16. Condemnation.**

16.1 If at any time during the Term hereof all or a material portion (as defined in Section 16.7 hereof) of the Demised Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement in lieu of condemnation between Landlord and those authorized to exercise such right (a) the obligations of Tenant to comply with the Provisions of this Lease which are unaffected by such taking shall continue unimpaired until the date of the taking; (b) this Lease and the Term shall Expire on the date of such taking; (c) the Fixed Rent and all Additional Rent hereunder shall be apportioned and paid to the date of such taking; and (d) the entire award received (exclusive of the award that Tenant is entitled to by virtue of the taking pursuant to Section 16.6) shall be paid to Landlord.

16.2 If at any time during the Term (a) less than a material portion of the Demised Premises shall be taken, or (b) if any appurtenances to the Demised Premises or any areas outside the boundaries of the Demised Premises or rights in, under or above the streets adjoining the Demised Premises, or the rights and benefits of light, air or access from or to such streets, shall be so taken, or the grade of any such streets shall be changed (each a "Partial Taking"), except as provided in Section 16.3 below, this Lease shall continue in full force and effect without reduction, abatement or effect of any nature whatsoever upon the Term or the liability of Tenant to pay in full the Fixed Rent or any Additional Rent hereunder. Tenant shall give prompt Notice of any Partial Taking to Landlord and Landlord shall proceed, with reasonable diligence, and to the full extent of the award for such Partial Taking, to perform any necessary repairs and restorations (subject to the Laws), including any necessary alterations (collectively, "Restoration"). All awards



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payable as a result of any such Partial Taking (exclusive of any award made directly to Tenant for any taking of Tenant's Personal Property or otherwise pursuant to Section 16.6) shall be paid to Landlord.

16.3 In the case of any Partial Taking, the Fixed Rent payable by Tenant hereunder shall be equitably reduced by an amount which takes into account the actual amount of the Improvements taken, any other part of the Demised Premises or any other right, privilege or easement appurtenant to the Demised Premises taken which materially and adversely interferes with Tenant's permitted use of the Demised Premises. The foregoing shall not apply to the extent that such taking does not render more than 15% of the building space in the Buildings unusable by Tenant or so long as the number of students allowed to occupy the Buildings is not diminished.

16.4 If the temporary use of the whole or any part of the Demised Premises shall be taken at any time during the Term for any public or quasi-public purpose by any lawful power or authority or by the exercise of the right of condemnation or eminent domain or by agreement in lieu of condemnation between Tenant and those authorized to exercise such right, the Term shall not be affected in any way, and Tenant's obligations for the payment of Fixed Rent and Additional Rent hereunder shall continue unabated, and, subject to the other Provisions of this Section, Tenant shall be entitled to receive any award or payment for such use. If such award or payment made for such use is paid in a lump sum, such award shall be paid to Landlord, and after deducting an amount equal to the present value (computed on the basis of a discount equal to the current yield of United States Government securities having a term as near as possible to the period of such temporary taking) of the Fixed Rent and Additional Rent due or which will become due during the period covered by such lump-sum award (it being agreed that the amount of such lump sum award retained by Landlord shall be deemed to satisfy Tenant's Fixed Rent and Additional Rent obligation for such period), Landlord shall remit the balance to Tenant except to the extent allocable to a period subsequent to the Expiration of this Lease. In the event that such taking, condemnation or use is for the balance of the Term of this Lease and is for all or a material portion of the Demised Premises, the provisions of Section 16.1 shall apply. If and to the extent that the amount of any Additional Rent for such period is not ascertained or ascertainable as at the date of the payment of such lump-sum award, Landlord shall estimate the amount thereof, subject to adjustment at such time as the amount thereof is ascertained. If such taking results in changes or alterations in the Demised Premises which would necessitate an expenditure, after repossession, to repair the Demised Premises to their former condition, and such award or payment includes an amount to compensate for such expenditure and is made prior to the Expiration of this Lease, then the amount of such award or payment specified as compensation for the expenses of such repair shall be paid to Landlord. If possession of the Demised Premises shall revert to Tenant prior to the Expiration of this Lease, Tenant shall, at its sole cost and expense, repair the Demised Premises so that the Demised Premises in every material respect shall, upon completion of such repair, be the same as though no such taking had occurred, and when Landlord shall have received evidence satisfactory to it that such repair has been completed and paid for, the portion of such award or payment deposited with and held by Landlord for such purpose shall be paid over to Tenant. If Tenant shall not so repair the Demised Premises, the sum so deposited with Landlord shall be paid to Landlord to be applied by Landlord toward Landlord's damages occasioned by such default.

16.5 If, for the purposes of Sections 16.1, 16.2 and 16.4 hereof, Landlord or Tenant shall dispute whether there has been a taking of all or a material portion of the Demised

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Premises, either party may submit the matter to binding appraisal by Notice to that effect to the other party and shall in such Notice appoint an MAI Appraiser who has been a member of The American Institute of Real Estate Appraisers for not less than ten (10) years and has performed appraisals of net leased commercial properties in the State throughout that period (an "Appraiser") who shall have had experience in appraising commercial properties for financial institutions, as Appraiser on its behalf. Within twenty (20) days thereafter, the other party shall by Notice to the first party appoint a second disinterested Appraiser on its behalf. If the two Appraisers thus appointed cannot reach agreement on the question presented on the basis aforesaid within 45 days after the appointment of the second Appraiser, then the Appraisers thus appointed shall appoint a third disinterested Appraiser possessing all of the other aforesaid qualifications, and such third Appraiser shall alone as promptly as possible determine the question presented, provided that:

(a) If the second Appraiser shall not have been appointed as aforesaid, the first Appraiser shall alone proceed to determine such matter; and

(b) If the two Appraisers appointed by the parties shall be unable to agree, within 45 days after the appointment of the second Appraiser, either on the question presented or on the appointment of a third Appraiser, they or either of them shall give Notice of such failure to agree to the parties, and, if the parties fail to agree upon the selection of such third Appraiser within 15 days after the Appraisers appointed by the parties have given such Notice, then within 30 days thereafter either of the parties, upon Notice to the other party, may request such appointment by the American Arbitration Association (or any successor thereto) in the State or on its failure, refusal or inability to act, may apply for such appointment to a court of competent jurisdiction.

(c) The determination made as above provided shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The Appraiser(s) chosen by the parties appointed as above provided shall give Notice to the parties stating their or his determination, and shall furnish to each party a signed copy of such determination.

(d) Each party shall pay the fees and expenses of the Appraiser appointed by such party and one-half of the other expenses of the appraisal properly incurred hereunder.

16.6 Subject to the provisions of Section 16.4, as applicable, Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking of the Demised Premises; provided, however, that Tenant shall have the right to make a separate claim with the condemning authority for (a) any moving expenses incurred by Tenant as a result of such taking, (b) any costs incurred and paid by Tenant in connection with any Tenant's Alterations, (c) the value of any of Tenant's Personal Property taken, and (d) any other separate claim which Tenant may be permitted to make, provided that any claim under this Section 16.6 shall not reduce or adversely affect the amount of Landlord's award.

16.7 As used in this Article 16, a taking of all or a material portion of the Demised Premises shall mean a taking: (a) of 16% or more of the net classroom area of the Buildings on the Demised Premises; or (b) which renders unavailable access to the Demised

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Premises, and access reasonably necessary for Tenant's operations cannot be restored; or (c) which otherwise renders the continued operation of the remainder of the Property not economically feasible as determined by Landlord in its reasonable discretion; provided, however, that an election to treat a taking as a taking of all or a material portion of the Demised Premises, as hereinabove provided, shall be made by Notice to the other party given within 45 days after the taking. Any dispute as to whether there has been a Partial Taking or a taking of all or a material portion of the Demised Premises shall be submitted to arbitration and appraisal in accordance with Section 16.5 hereof.

17. **Memorandum of Lease.** Concurrently with the execution hereof, Landlord and Tenant are executing and acknowledging a Short Form Lease Agreement, in form annexed as **Schedule C**, which shall be recorded in the appropriate public land records. Upon the Expiration of this Lease, Tenant shall promptly execute, acknowledge, and deliver to Landlord a document in recordable form acknowledging and confirming that this Lease is expired and/or terminated.

18. **Estoppel Certificates; Counsel Opinion.**

18.1 Tenant agrees at any time and from time to time, upon request from Landlord or the holder of any Landlord's mortgage, to execute, acknowledge and deliver, without charge, to Landlord or to any Person designated by Landlord or the holder of any Landlord's Mortgage, a statement in writing certifying that: (a) this Lease is unmodified (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof); (b) Tenant has not received any Notice of default or Notice of termination of this Lease (or if Tenant has received such a Notice, that it has been revoked, if such be the case); (c) to Tenant's knowledge, that no Event of Default exists hereunder (or if any such Event of Default does exist, specifying the same and stating that the same has been cured, if such be the case); (d) that Tenant has no claims or offsets against Landlord hereunder (or if Tenant has any such claims or offsets, specifying the same); (e) the dates to which Fixed Rent and Additional Rent payable by Tenant hereunder have been paid; and (f) such other information as may be reasonably requested by Landlord or the holders of any Landlord's mortgage and can be supplied by Tenant without unreasonable expense. Failure to timely deliver the foregoing estoppel certificate shall constitute an Event of Default under this Lease. Tenant also agrees at any time and from time to time, upon request from Landlord or the holder of any Landlord's mortgage, to deliver, without charge, to Landlord or to any Person designated by Landlord or the holder of any Landlord's mortgage, a Tenant's Counsel Opinion.

18.2 Landlord agrees at any time and from time to time, upon not less than fifteen (15) days' Notice by Tenant, to execute, acknowledge and deliver, without charge, to Tenant, or to any Person designated by Tenant, a statement in writing certifying that: (a) this Lease is unmodified (or if there be modifications, identifying the same by the date thereof and specifying the nature thereof); (b) that no Notice of default or Notice of termination of this Lease has been served on Tenant (or if Landlord has served such Notice, that the same has been revoked, if such be the case); (c) that to Landlord's knowledge, no Event of Default exists under this Lease (or if any such Event of Default does exist, specifying the same); and (d) the dates to which Fixed Rent and Additional Rent have been paid by Tenant.

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### 19. Assignment and Subletting.

19.1 Tenant shall not assign or transfer this Lease or any interest therein or sublease or grant any license, concession or other right of occupancy of the Property or any portion thereof or otherwise permit the use of the Property or any portion thereof by any party other than Tenant (any of which events is hereinafter called a "Transfer") without the prior written consent of Landlord.

(a) In addition, except as set forth herein, Tenant shall not encumber, mortgage, assign or collaterally assign its interest in this Lease or the Property or any portion thereof as security for any loan, obligation or liability of Tenant or any Affiliate of Tenant without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion for any reason or no reason.

(b) Any attempted Transfer in violation of the terms of this Article shall, at Landlord's option, be void. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights as to any subsequent Transfers.

(c) In the event Landlord consents to any such Transfer, the documentation effecting the Transfer shall be in a form reasonably acceptable to Landlord, including but not limited to, a written agreement satisfactory to Landlord wherein the transferee assumes and agrees to be bound by all of the terms and conditions of this Lease, if an assignment, and if a sublease (which term shall include any grant of right of occupancy other than an assignment), an acknowledgement that such sublease is subject and subordinate to the terms and conditions of this Lease applicable to the portion of the Demised Premises being sublet, and Tenant shall bear all third party out-of-pocket costs and expenses incurred and paid by Landlord in connection with the review and approval of such documentation including reasonable attorneys' fees and expenses.

19.2 In addition to any other rights Landlord may have in connection with an Event of Default by Tenant hereunder which has not been cured prior to the expiration of applicable cure periods, Landlord shall have the right to contact any transferee and require that all payments made pursuant to the Transfer shall be made directly to Landlord up to the amount then due and payable by Tenant under the Lease.

19.3 If Tenant is a corporation and if at any time during the Term the Person or Persons who own a majority of the voting shares at the time of the execution of this Lease cease for any reason, including, but not limited to, merger, consolidation or other reorganization involving another corporation, to own a majority of such shares, or if Tenant is a partnership or limited liability company and if at any time during the Term the partner(s) or member(s) who own a majority of the partnership interests in the partnership or membership interests in the limited liability company at the time of the execution (or, in the case of a permitted assignee, assumption) of this Lease, cease for any reason to own a majority of such interests [except as the result of transfers by gift, bequest or inheritance to or for the benefit of members of the immediate family of such original shareholder(s) or partner(s) or member(s)], such an event shall be deemed to be a Transfer. The preceding sentence shall not apply whenever either Tenant is a corporation, the outstanding stock of which is listed on a recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another corporation, the voting stock of which is so listed.

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19.4 Any Transfer (regardless of whether the consent of Landlord is required) shall be only for the permitted use pursuant to Section 6.1 and for no other purpose, and in no event shall any Transfer release or relieve Tenant or any guarantor or surety of Tenant's obligations under this Lease from any obligations under this Lease.

### **20. Indemnification; Subrogation.**

20.1 Tenant shall indemnify, defend, and save Landlord harmless from and against, and promptly upon demand shall reimburse Landlord for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, in contract or otherwise, including reasonable architects' and attorneys' fees and costs, which may be imposed upon or incurred or paid by or asserted against Landlord or Landlord's interest in the Property by reason of or in connection with any of the following occurring during the Term of this Lease:

(a) The completion of any Tenant Alterations and anything done in, on or about the Property or any part thereof in connection therewith;

(b) The use, non-use, possession, occupation, condition, operation, maintenance or management of the Property, or any part thereof, or, to the extent that Tenant is legally responsible therefor, any street, alley, sidewalk, curb, passageway or space adjacent thereto;

(c) Any negligent or tortious act on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees, to the extent of insurance coverage and thereafter up to the limits set forth in NRS 41.035;

(d) Any accident, injury, death or damage to any Person or property occurring in, or about the Property or, to the extent that Tenant is legally responsible therefor, any part thereof of any street, alley, sidewalk, curb, passageway or space adjacent thereto, to the extent of insurance coverage and thereafter up to the limits set forth in NRS 41.035;

(e) Any failure on the part of Tenant to perform or comply with any of the Provisions contained in this Lease on its part to be performed or complied with; and

(f) Any violation of the Permitted Encumbrances by Tenant, its officers, employees or agents.

20.2 Nothing contained in Section 20.1 shall be deemed to require Tenant to indemnify Landlord for any acts or omissions of Landlord, its agents, contractors, servants, employees, licensees or invitees or breach of this Lease by Landlord except to the extent covered by Tenant's insurance obligations under Section 10.

20.3 In case any action or proceeding is brought against Landlord by reason of any claim referred to in this Section 20, Tenant, upon Notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding, in Landlord's name, if necessary, by counsel for the insurance company, if such claim is covered by insurance, otherwise by counsel approved

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by Landlord, which approval shall not be unreasonably withheld or delayed. Landlord agrees to give Tenant prompt Notice of any such claim or proceeding.

20.4 The Provisions of this Section 20 shall not in any way be affected by the absence in any case of any covering insurance or by the failure or refusal of any insurance company to perform any obligation on its part. If any provision of this Lease requires that either Landlord or Tenant provide indemnification to the other with respect to any claim or liability identified therein, the indemnified party shall promptly give Notice of any such claim or liability to the indemnifying party and said indemnifying party shall have the right to participate in the prosecution and/or settlement of any such claim or liability.

20.5 Notwithstanding any contrary provision contained in this Lease, Landlord and Tenant hereby, on behalf of themselves, their respective agents, employees, invitees, successors, assigns, and subrogees, each waive and release all liability against the other for any claims, losses or damages relating to property and caused by fire or other insurable property peril that may have been caused by the fault or neglect of the other party or anyone for whom the other party may be legally responsible, to the extent insured by either party hereunder or required to be insured by the claimant party to this Lease, and accordingly do hereby release each other from any and all liabilities and responsibilities and all rights of action against the other or owing to the other or anyone else claiming through or under or by way of subrogation or otherwise, for any loss or damage to property caused by fire or property peril to the extent insured by either party hereunder or required to be insured by the claimant party to this Lease, that may have been caused by the fault or neglect of the other party or anyone for whom the other party may be legally responsible. To the extent of any deductibles carried by either party with respect to any insurance coverage obtained, the foregoing waivers of liability and of subrogation shall be operative to the same extent as if third party insurance (with appropriate clauses permitting a waiver of subrogation or liability) had been provided. Landlord and Tenant agree, further, that the "all-risk" policies, and other insurance covering the Premises or the contents, furniture, fixtures, inventory, equipment and improvements therein shall contain a waiver of subrogation in favor of the other party and a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

20.6 Tenant shall carry and maintain the insurance coverages required hereunder, naming Landlord as an additional insured; notwithstanding the foregoing, and the potential or actual recovery by Tenant or Landlord under such policies of insurance, Tenant does not waive the liability limitations set forth in NRS 41.035.

### **21. Default Provisions.**

21.1 The following shall constitute events of default ("Events of Default") hereunder:

(a) If default shall be made in the due and punctual payment to Landlord of any installment of Fixed Rent payable under this Lease when and as the same shall have become due and payable, and the same remains uncured for a period ending on the fifth day after such due date; or



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(b) If default shall be made in the due and punctual payment of any Additional Rent payable by Tenant under this Lease when and as the same shall become due and payable, or if default shall be made in the delivery of any Tenant Deliveries when due, and the same remains uncured for a period ending on the fifth day after such due date; or

(c) If (i) the Demised Premises shall be abandoned by Tenant and Tenant shall fail to make adequate arrangements for the maintenance and security of the Property during the period Tenant is not occupying the Demised Premises or (ii) if default shall be made by Tenant in the performance of or compliance with any of the provisions contained in this Lease other than those referred to in the foregoing subsections 21.1(a) or 21.1(b), or if any representation or warranty of Tenant contained herein is untrue as of the date made, and either such default shall continue for a period of 30 days after Notice thereof from Landlord to Tenant, or, in the case of a default or a contingency which is susceptible of being cured but which cannot with due diligence be cured within such period of 30 days, Tenant fails to commence with all due diligence within such period of 30 days to cure the same and thereafter to continuously prosecute the curing of such default with all due diligence [it being intended that in connection with a default susceptible of being cured but which cannot with due diligence be cured within such period of 30 days that the time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the curing thereof continuously and with all due diligence but in no event to exceed 120 days in the aggregate]; or

(d) Subject to the Provisions of Section 21.3 hereof, if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any present or future Federal Bankruptcy Code or any other present or future applicable Law ("Bankruptcy Law") that is not discontinued or otherwise vacated within 90 days, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as the same become due (collectively, "Acts of Bankruptcy"); or

(e) Subject to the Provisions of Section 21.3 hereof, if within 90 days after the commencement of any proceedings against Tenant seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any Bankruptcy Law, such proceedings shall not have been dismissed, or if, within 90 days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of Tenant, or of all or any substantial part of its properties or the Property (other than a result of Landlord's acts unrelated to the enforcement of Landlord's rights under this Lease), such appointment shall not have been vacated or stayed on appeal or otherwise, or within 90 days after the expiration of any such stay such appointment shall not have been vacated, or if within 60 days, an execution, warrant, attachment, garnishment levied or fixed against the Property, or any part thereof, or against Tenant (other than as a result of Landlord's acts unrelated to the enforcement of Landlord's rights under this Lease), shall not be bonded, vacated or discharged (each of such events also being an "Act of Bankruptcy"); or

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(f) If Tenant shall fail at any time to obtain and keep in full force and effect any insurance required under this Lease on the terms and conditions set forth herein, whether or not Landlord gives notice of such failure to Tenant; or

(g) If there is any default under the Charter or the Charter fails to be in full force and effect for any reason.

21.2 Upon the occurrence of any Event of Default, Landlord at any time thereafter (but prior to the curing of such Event of Default) may give Notice to Tenant stating that this Lease and the Term shall have terminated and expired, and on the date of such Notice this Lease and the Term shall expire with the same force and effect as though the date so specified were the date herein originally fixed as the Expiration Date of the Term, but Tenant shall remain liable as hereinafter provided.

21.3 No Act of Bankruptcy of Tenant set forth in subsection 21.1(d) or 21.1(e) occurring or taken by or against Tenant shall be grounds for an Event of Default pursuant to this Article unless the same shall be taken or brought by or against the Person which then is the owner of the interests of tenant under this Lease.

21.4 Upon any Expiration of this Lease or upon re-entry by Landlord hereunder, Tenant shall quit and peaceably surrender the Property. Landlord, in addition to all other remedies herein reserved to it, upon or at any time after such Expiration or re-entry, may, without further Notice, enter upon and re-enter the Demised Premises and possess and repossess itself thereof by summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and all other Persons and property from the Property, and may have, hold and enjoy the Property and the right to receive all income of and from the same.

21.5 At any time or from time to time after any such Expiration or re-entry by Landlord hereunder, or otherwise, Landlord may relet the Property or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions (which may include concessions, free rent and alterations) as Landlord, in its reasonable discretion, may determine, and may collect and receive the rent therefor. Tenant agrees to pay Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination of the Lease, whether through inability to relet the Property on satisfactory terms or otherwise, including all costs of such reletting and any deficiency that may arise by reason of any reletting or failure to relet.

21.6 No Expiration of this Lease or re-entry by Landlord hereunder shall relieve Tenant of its liability under this Lease, and such liability shall survive any such Expiration or re-entry. In the event of any such Expiration or re-entry, whether or not the Property or any part thereof shall have been relet, Tenant shall pay Landlord the Fixed Rent and Additional Rent to be paid by Tenant up to the time of such Expiration of this Lease, and thereafter Tenant, until the end of what would have been the Term in the absence of such Expiration or re-entry, shall be liable to Landlord for, and shall pay Landlord, as and for liquidated and agreed current damages for Tenant's default, (a) the equivalent of the amount of Fixed Rent and Additional Rent which would be payable under this Lease by Tenant if this Lease were still in effect, less the proceeds, if any,

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of any reletting effected pursuant to the Provisions of Section 21.5 hereof, and (b) an amount equal to all of Landlord's actual expenses in connection with such reletting, including, but not limited to, brokerage commissions, attorneys' fees, the cost of cleaning, renovation, repair and alteration of the Demised Premises, advertisements, marketing, the cost of caring for the Property while vacant, free rent and other concessions to a new tenant. Tenant shall pay the damages provided for in subdivision (a) above ("Deficiency") to Landlord monthly on the days on which Fixed Rent would have been payable under this Lease if this Lease were still in effect (provided that Landlord has given Tenant reasonable advance notice of the amount of the Deficiency then due), and Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise or shall have the right to accumulate monthly Deficiencies and sue to recover the same from time to time as Landlord may determine. Tenant shall pay to Landlord the damages provided for in subdivision (b) above on demand. At any time after such Expiration, whether or not Landlord shall have collected any monthly Deficiency as aforesaid, Landlord, at Landlord's election, shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present worth of the excess of the Fixed Rent reserved under this Lease from the date of such Expiration over the fair and reasonable rental value of the Property for what would be the then unexpired portion of the Term if the same had remained in effect (less any Fixed Rent paid by Tenant for the period after the Expiration Date), said present worth to be computed on the basis of a discount equal to the current yield of United States Government securities having a term as near as possible to the amount of time remaining on the Term of this Lease and on a net lease basis. For the purposes of this Section 21.6, to the extent the Fixed Rent for the unexpired portion of the Term cannot be ascertained with certainty, the highest annual Fixed Rent in effect during the three (3) most recently ended Lease Years or, if fewer than three (3) Lease Years shall have elapsed since the Lease Date, then during all prior Lease Years, or portions thereof, which have so elapsed.

21.7 Landlord and Tenant each agrees that it will refrain from exercising any legal or equitable remedy available to it until the expiration of the applicable cure periods set out herein. All notice and cure periods set forth in this Article 21 shall run concurrent with any and all statutory notice and/or cure periods.

21.8 No failure by either party to insist upon the strict performance of any Provision of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any breach, shall constitute a waiver of any such breach or such Provision. No Provision of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every Provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

21.9 Except as may be otherwise provided in this Lease, in the event of any breach or if Landlord has knowledge of a threatened breach by Tenant of any of the Provisions of this Lease, Landlord shall be entitled to enjoin such breach or threatened breach.

21.10 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity and, subject to the provisions of Section 21.7, the

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exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity. Each right and remedy of Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity and, subject to the provisions of Section 21.7, the exercise or beginning of the exercise by Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Tenant of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity. Notwithstanding the foregoing, in no event shall Tenant have the right or remedy of termination of this Lease, unless the same is expressly provided elsewhere herein, but shall have its other remedies available at Law or hereunder.

21.11 Landlord shall not be deemed to be in default under this Lease unless (a) Tenant has given Notice to Landlord specifying the default claimed, and (b) Landlord has failed for 30 days (or for such longer period as may be required with the exercise of due diligence) to cure such default, if curable, or to institute and diligently pursue reasonable corrective or ameliorative efforts towards a non-curable default. In the event Landlord shall fail to repair any damage or perform any other acts for which Landlord is responsible under this Lease and has had prior notice of such obligation and Tenant's intention to perform the same, or in the event Landlord's default results in an emergency or life threatening condition and such default is not promptly cured after notice from Tenant of such default and Tenant's intention to cure the same, Tenant shall have the right to perform such obligation and to receive reimbursement from Landlord of the reasonable costs associated therewith, plus interest at the Lease Interest Rate, within thirty (30) days after delivery to Landlord of invoices supporting such reimbursement claim.

21.12 In the event that either Landlord or Tenant commences a suit for the collection of any amounts for which the other may be in default or for the performance of any other covenant or agreement hereunder, the prevailing party, as determined by the court having jurisdiction over the suit, shall be entitled to recover its reasonable costs and expenses, including, but not limited to, all attorneys' fees and expenses incurred in enforcing such obligations and/or collecting such amounts, as determined by such court.

21.13 In addition to its other rights hereunder, in the event of a default hereunder by Tenant, Landlord shall have the right to engage a financial advisor to review the books, records, operating procedures, staffing, management and all other aspects of Tenant, and Tenant shall permit such financial advisor full access (to the extent permitted by law) to its books, records, facilities and personnel, and to the extent permitted by Law, Tenant shall comply with the recommendations of such financial advisor to effect improvement to Tenant's business and financial condition. Failure by Tenant to comply with the requirements of this paragraph shall constitute an Event of Default hereunder.

21.14 Notwithstanding anything to the contrary contained herein, enforcement of the obligations of Tenant hereunder, whether or not as a result of an event of default, shall be limited to recourse to the assets (funds and any other tangible or intangible assets) of the Tenant,

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and there shall be no personal liability of any member of the board or other governing body of the Tenant, or any deficiency judgment against the Tenant, except for sums due hereunder as a result of the willful misconduct of Tenant (or, as to a member of its board or governing body, the willful misconduct of such member).

### **22. Representations and Warranties of Tenant and Landlord.**

Tenant represents and warrants to Landlord, which representations and warranties shall be deemed to be continuing throughout the Term:

(a) *Organization and Power.* Tenant is a governmental entity, and is duly organized and validly existing, under the laws of the State, and has all requisite power and authority and all necessary licenses and permits to own, lease and operate its properties and to carry on its business as it is now being conducted and as it is presently proposed to be conducted. Tenant has all requisite power and authority and all necessary licenses and permits to own, lease and operate its properties and to carry on its business as it is now being conducted and as it is presently proposed to be conducted.

(b) *Pending Litigation and Taxes.* Except as otherwise disclosed to Landlord, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Tenant, after making due inquiry with respect thereto, threatened against or affecting Tenant in any court or by or before any governmental authority or arbitration board or tribunal, which involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Tenant, or the ability of Tenant to perform its obligations under this Lease, or which, in any way, would adversely affect the validity or enforceability of any agreement or instrument to which Tenant is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby, nor is Tenant aware of any facts or circumstances presently existing which would form the basis for any such actions, suits, or proceedings. Tenant is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Tenant have been duly filed, and all taxes, assessments, and other governmental charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Tenant in good faith, have been paid or adequate reserves have been made for the payment thereof.

(c) *Agreements Are Authorized.* The execution and delivery by Tenant of this Lease, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of Tenant, (ii) do not conflict with or constitute on the part of Tenant a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (except as set forth herein) upon any property of Tenant under the provisions of any bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Tenant is a party or by which Tenant or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or

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demand of any court or governmental agency or body having jurisdiction over Tenant, or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Tenant. This Lease is the valid, legal, binding, and enforceable obligation of Tenant, subject to the customary exceptions for bankruptcy and the application of equitable remedies. The officers of Tenant executing this Lease are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of Tenant.

(d) *Governmental Consents.* Neither Tenant nor any of its business or properties, nor any relationship between Tenant and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Tenant of its obligations under this Lease is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of Tenant in connection with the execution, delivery, and performance of this Lease, consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, other than the filing of financing statements or instruments effective as financing statements perfecting the security interests created by hereby.

(e) *No Defaults.* No event has occurred and no condition exists that would constitute an Event of Default or which, with the lapse of time or with the giving of notice or both, would become an Event of Default. Tenant is not in default or violation in any material respect under the Charter, its charter documents, or other agreement or instrument to which it is a party or by which it may be bound. The Charter is in full force and effect and to the best of Tenant's knowledge, there are no grounds for termination prior to expiration of its term.

(f) *Compliance with Law.* Tenant is not in violation of any laws, ordinances, or governmental rules or regulations to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, and conditions (financial or otherwise) of Tenant.

(g) *Restrictions on Tenant.* Except as otherwise disclosed to Landlord, Tenant is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its business, properties, assets, operations, or condition (financial or otherwise).

(h) *Tax-Exempt Organization.* As of the date of this Lease, (i) Tenant is a governmental entity under the laws of Nevada (N.R.S. 361.096) and is exempt from taxation under the Internal Revenue Code of 1986 (a "Tax-Exempt Organization"), (ii) such status as a Tax-Exempt Organization has not been adversely modified, limited, or revoked, and (iii) the facts and circumstances which formed the basis for the status of Tenant have not materially changed, and substantially exist for Tenant. Tenant is organized and operated exclusively for governmental purposes and not for pecuniary profit and no

## Attachment 5: Lease Agreement

part of the net earnings of Tenant inures to the benefit of any Person, private stockholder or individual.

(i) *Disclosure.* The representations of Tenant contained in this Lease and in any certificate, document, written statement, or other instrument furnished by or on behalf of Tenant to the Landlord or the Board in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that Tenant has not disclosed to the Landlord that materially and adversely affects or in the future may (so far as Tenant can now reasonably foresee) materially and adversely affect the operation of the School or the properties, business, operations, prospects, profits, or condition (financial or otherwise) of Tenant, or the ability of Tenant to perform its obligations hereunder.

(j) *Licenses and Permits.* Tenant currently has or will secure all necessary permits, consents, licenses and authorizations for the operation of the School from all appropriate governmental entities, agencies, departments and bureaus which permits, consents, licenses and authorizations.

(l) *Financing Statements.* Except as set forth herein, there are no currently effective Uniform Commercial Code financing statements naming Tenant as debtor, except as shall have been disclosed by Tenant to Landlord prior to the effective date hereof.

Landlord represents and warrants to Tenant as of the date of this Lease:

(i) *Organization and Power.* Landlord is a Nevada limited liability company duly organized, validly existing, and its status is "active" under the laws of the State of Nevada, and has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as it is now being conducted and as it is presently proposed to be conducted.

(ii) *Pending Litigation.* To the knowledge of Landlord, there are no actions, suits, proceedings, inquiries, or investigations pending or threatened against or affecting Landlord in any court or by or before any governmental authority or arbitration board or tribunal, which involve the likelihood of materially and adversely affecting the ability of Landlord to perform its obligations under this Lease.

(iii) *Agreements Are Authorized.* The execution and delivery by Landlord of this Lease, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (x) are within the power, legal right, and authority of Landlord, (y) do not conflict with or constitute on the part of Landlord a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (except as set forth herein) upon any property of Landlord under the provisions of any bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Landlord is a party or by which Landlord or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction,



## Attachment 5: Lease Agreement

decree, or demand of any court or governmental agency or body having jurisdiction over Landlord, or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Landlord. This Lease is the valid, legal, binding, and enforceable obligation of Landlord, subject to the customary exceptions for bankruptcy and the application of equitable remedies. The agents of Landlord executing this Lease are fully authorized and empowered to execute the same for and on behalf of Landlord.

(iv) *Governmental Consents.* Landlord's performance of its obligations under this Lease do not require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority.

(v) *No Defaults.* To the knowledge of Landlord, no event has occurred and no condition exists that would constitute an event of default on the part of Landlord under this Lease or which, with the lapse of time or with the giving of notice or both, would become an event of default on the part of Landlord under this Lease.

(vi) *Compliance with Law.* To the knowledge of Landlord, Landlord is not in violation of any laws, ordinances, or governmental rules or regulations to which it is subject with respect to the lease of the Demised Premises.

(vii) *Restrictions on Landlord.* Landlord is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that precludes the entry into this Lease by Landlord.

**23. Invalidity of Particular Provisions.** If any Provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such Provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each Provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

### **24. Notices.**

24.1 All notices, requests, demands, consents, approvals and other communications which may or are required to be served or given hereunder ("Notices") shall be in writing and shall be personally delivered with a receipt signed by the recipient, sent by electronic mail as to which proof of receipt is received by sender, or sent by a nationally recognized courier service providing evidence of delivery addressed as follows:

If to Landlord: Nevada Sports Properties LLC  
6457 Sunset Drive, Miami, Florida 33143  
Attention: Rosanne Wright

with a copy to: David Cohen, Esq.  
Edwards Cohen  
200 West Forsyth Street  
Suite 1300  
Jacksonville, Florida 32202

## Attachment 5: Lease Agreement

If to Tenant: SLAM Academy of Nevada  
1378 Paseo Verde Parkway, Suite 200  
Henderson, Nevada 89012  
Attention: Chairman

with a copy to: \_\_\_\_\_

\_\_\_\_\_, Nevada 89\_\_\_\_

24.2 Either party may, by Notice, change its address for all subsequent Notices. Notice given by counsel for a party shall be deemed Notice by such party; provided however that notice is properly given hereunder for all purposes when it is given to the party to be notified, whether or not such party's counsel receives a copy of such notice.

24.3 Except where otherwise expressly provided to the contrary in this Lease, Notices shall be deemed given when received or, when delivery is refused.

25. **Quiet Enjoyment.** Landlord covenants that Tenant, upon paying when due Fixed Rent and Additional Rent herein provided for and observing and keeping all Provisions of this Lease on its part to be observed and kept, shall quietly have and enjoy the Property during the Term of this Lease, without hindrance or molestation by Landlord, or anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations, and Provisions of this Lease.

26. **Excavation and Shoring.** If any excavation shall be made or contemplated to be made for building or other purposes upon property or streets adjacent to or nearby the Property from and after the Lease Date, Tenant shall do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the Improvements from injury or damage and to support the same by proper foundations. All such work done by Tenant shall be at Tenant's sole cost and expense. Tenant shall not, by reason of any such excavation or work, have any claim against Landlord for damages or indemnity, except work done by or on behalf of Landlord, or for suspension, diminution, abatement or reduction of rent under this Lease.

27. **Landlord's Right to Perform Tenant's Covenants.**

27.1 If Tenant shall at any time fail to pay any Imposition in accordance with the Provisions of Article 5 hereof, or to take out, pay for, maintain or deliver any of the insurance policies to be provided by Tenant in Article 10 hereof, or shall fail to make any other payment on its part to be made, then Landlord, without Notice and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to):

(a) Pay any Imposition payable by Tenant pursuant to the Provisions of Article 5 hereof; or

(b) Take out, pay for and maintain any of the insurance policies to be provided by Tenant in Article 10 hereof; or

## Attachment 5: Lease Agreement

(c) Make any other payments on Tenant's part to be made as provided in this Lease; and

(d) May enter upon the Property for any such purpose and take all reasonable action thereon as may be necessary therefor.

27.2 All sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon at the Lease Interest Rate from the respective dates of Landlord's making of each such payment or incurring of each such cost and expense, shall be paid by Tenant to Landlord on demand as Additional Rent hereunder, and Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the minimum amount of insurance required by the Provisions of this Lease, and damages, costs and expenses of suit suffered or incurred by reason of damage to, or destruction of, the Improvements occurring during any period when Tenant shall have failed or neglected to provide such insurance.

### **28. Landlord's Right to Mortgage, Sell or Assign Rents.**

28.1 Landlord shall have the right at any time and from time to time to place one or more mortgages or deeds of trust (including the First Mortgage) on all or any part of the Property (the First Mortgage and all such mortgages or deeds of trust and any increases, renewals, modifications, consolidations, refinancings, replacements and extensions thereof being collectively called "Landlord's Mortgages"). It is understood and agreed that wherever in this Lease Tenant may be required to make any policies of insurance payable to the holder of the First Mortgage, such requirements shall apply to the holder of any Landlord's Mortgage of which Landlord gives Tenant Notice, but (as to insurance) only to the extent of Landlord's entitlement to such proceeds under the Provisions of this Lease.

28.2 Except as otherwise provided in this Section, nothing contained in this Lease shall be deemed in any way to limit, restrict or otherwise affect Landlord's absolute right at any time or times to convey its interest in the Property, subject to this Lease, or to assign its interest in this Lease, or to assign from time to time the whole or any portion of Fixed Rent or Additional Rent at any time paid or payable hereunder by Tenant to Landlord, to a transferee which assumes in writing Landlord's obligations under this Lease and is designated by Landlord in a Notice to Tenant, and in any such case Tenant shall pay Fixed Rent and Additional Rent payable by Tenant to Landlord, or the portion thereof so assigned, subject to the Provisions of this Lease, to Landlord's designee at the address mentioned in any such Notice. In addition, Landlord may assign this Lease and sums due hereunder, for collateral purposes, from time to time without notice to or consent from Tenant.

## Attachment 5: Lease Agreement

### 29. Subordination and Non-Disturbance.

29.1 Subject to the provisions of Section 28.2, Tenant accepts this Lease subject and subordinate to any Landlord's Mortgage. This clause shall be self-operative and no further instrument of subordination shall be required. In the event Tenant fails to execute a subordination document consistent with this Article 28 within ten (10) business days of receipt of a request by Landlord and Tenant provides no reasonable objection to Landlord's request, Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any Landlord's Mortgage, and Tenant agrees upon demand to execute such further instruments subordinating this Lease, acknowledging the subordination of this Lease or attorning to the holder of any such Landlord's Mortgage as Landlord may request. If any person shall succeed to all or part of Landlord's interests in the Property whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if and as so requested or required by such successor-in-interest, Tenant shall, without charge, attorn to such successor-in-interest, provided said successor-in-interest shall agree that so long as no uncured Event of Default exists under the Lease, Tenant's right to quiet possession shall not be disturbed and the terms of the Lease shall remain unchanged.

29.2 The mortgage loan documents with respect to the First Mortgage and any other Landlord's Mortgage shall provide (or shall require that the holder thereof shall enter into an agreement providing) that Tenant's rights under this Lease shall not be disturbed in the event of foreclosure, sale or otherwise, so long as Tenant attorns to such mortgagee or transferee and there is not otherwise an uncured Event of Default under this Lease. Tenant shall promptly execute and deliver one or more agreements reasonably requested by the holder of any such Landlord's Mortgage in form and substance common in the commercial mortgage lending industry.

30. Unavoidable Delays. Except for the obligation to pay Fixed Rent, Additional Rent and other charges or sums payable hereunder which shall continue without deferral or extension of time, whenever a party is required to perform an act under this Lease by a certain time, said time shall be deemed extended so as to take into account events of Unavoidable Delays.

31. Financial Statements. Tenant shall keep adequate records and books of account with respect to its business activities in which proper entries are made in accordance with [generally accepted accounting principles ("GAAP")][is this correct?] reflecting all its financial transactions, and cause to be prepared and furnished to Landlord the following (all to be prepared in accordance with GAAP applied on a consistent basis, unless the Tenant's certified public accountants concur in any change therein and such change is disclosed to Landlord and is consistent with GAAP):

- (a) not later than 120 days after the close of each fiscal year, Tenant's audited financial statements (which term includes balance sheets and statement of activities and changes in net assets) as of the end of such year, certified by a firm of independent certified public accountants of recognized standing selected by Tenant and reasonably satisfactory to Landlord;
- (b) not later than 45 days after the close of each fiscal quarter, Tenant's financial statements as of the end of such quarter, certified by the chief financial officer of

## Attachment 5: Lease Agreement

Tenant, together with student enrollment information and discussion of variances to budget, in form and substance reasonably satisfactory to Landlord, and such other financial statements reasonably requested by Landlord; and

- (c) not later than 30 days after the date on which such survey is required to be delivered to the Board, each enrollment survey in respect of the School.

**32. Obligations Absolute.** Fixed Rent, Additional Rent and all other sums payable by Tenant pursuant to this Lease are the absolute and unconditional obligations of Tenant, and shall not be subject to set-off, defense, deduction, counterclaim or abatement, and except as expressly set forth to the contrary in this Lease, Tenant shall not be entitled to any credit against such payment obligations for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Property or any part thereof; (iii) any restriction or interference with Tenant's use of the Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Property or any part thereof; or (v) any dispute between Tenant and Landlord, any vendor or manufacturer of any part of the Property, or any other person.

**33. Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, all such counterparts together shall constitute one and the same instrument, and signature pages from one counterpart may be removed and added to another counterpart to create a single, integrated counterpart with all necessary signatures.

**34. Provisions Deemed Conditions and Covenants.** All of the terms, covenants, agreements, limitations, conditions and provisions of this Lease (collectively, "Provisions") shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate Provision hereof.

**35. Reference to Termination.** Any reference herein to the termination of this Lease shall be deemed to include any termination hereof by Expiration, or pursuant to Article 11, 16, or 21 hereof, or otherwise.

**36. No Waste.** Tenant shall not do or suffer any waste to the Property or any part thereof.

**37. Captions and Construction.**

37.1 The captions and table of contents in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Lease nor in any way shall affect this Lease or the construction of any Provision hereof.

37.2 The terms "include," "including" or words of like import shall be construed as meaning "including, without being limited to."

37.3 Wherever the context so requires in this Lease, the neuter gender includes the masculine and/or feminine gender, and the singular number includes the plural.

37.4 The phrase "provided no default [or Event of Default] shall exist hereunder

## Attachment 5: Lease Agreement

...” and any similar phrase shall be construed in this Lease as meaning “provided no uncured default [or Event of Default] exists as to the payment of a liquidated sum of money, and no other uncured default [or Event of Default] exists as to which Landlord has notified Tenant; however, if any such default [or Event of Default] exists and is later cured within the applicable time period set forth in this Lease, but in any event before the Expiration of this Lease, all remaining rights of Tenant hereunder shall be restored, including but not limited to the right to receive funds or proceeds but for such default [or Event of Default].”

**38. No Partnership or Joint Venture.** Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other Person, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other Person.

**39. Oral Change or Termination.** This Lease and the documents referred to herein contain the entire agreement between the parties pertaining to the subject matter hereof, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Lease cannot be changed or terminated orally.

**40. Successors and Assigns.** The Provisions in this Lease shall bind and inure to the benefit of Landlord and Tenant, and, except as otherwise provided in this Lease, their respective legal representatives, executors, successors and assigns.

**41. Governing Law.** This Lease shall be governed by, and interpreted under, the laws of the State of Nevada, without regard to conflict of laws principles. Any action to enforce or interpret the terms hereof shall be exclusively in a court with competent jurisdiction in Clark County, Nevada.

**42. SUITS BY TENANT.** TENANT HEREBY COVENANTS THAT, PRIOR TO THE FILING OF ANY SUIT FOR AN ALLEGED DEFAULT BY LANDLORD HEREUNDER, IT SHALL GIVE ALL MORTGAGEES WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES ON THE PROPERTY (TOGETHER WITH THEIR RESPECTIVE NOTICE ADDRESSES), NOTICE AND TIME TO CURE SUCH ALLEGED DEFAULT BY LANDLORD AS ARE PROVIDED IN SECTION 21.11, MEASURED FROM THE DATE OF RECEIPT OF NOTICE.

**43. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO SUITS BY TENANT FOR ANY MONETARY DAMAGES OR JUDGMENT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY (INCLUDING RENTAL INCOME AND THE PROCEEDS FROM THE SALE OF THE PROPERTY), AND TENANT AGREES TO LOOK SOLELY TO LANDLORD’S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT LANDLORD SHALL NOT BE PERSONALLY LIABLE NOR SHALL ANY OF LANDLORD’S OTHER ASSETS BE SUBJECT TO ANY LIABILITY FOR ANY JUDGMENT

## Attachment 5: Lease Agreement

OR DEFICIENCY.

**44. US Patriot Act.** Tenant represents and warrants to Landlord that (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) Tenant is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) neither Tenant (nor any person, group, entity or nation which owns or controls Tenant, directly or indirectly) has conducted or will conduct business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person.

**45. Option to Purchase.** For a period commencing on July 1, 2020 and ending at 5:00 p.m., Henderson, Nevada time on June 30, 2021 (the "Option Period"), Tenant shall have the option to purchase the Demised Premises (the "Option") in accordance with the terms and conditions set forth in this Section below; provided, however that in the event that the parties have determined to negotiate for the delivery of the Phase 2 Facilities, this Section 45 shall be amended as part of such negotiations, including as to the Purchase Price:

(a) Tenant shall exercise the Option by delivering written notice (the "Option Notice") to Landlord at any time during the Option Period.

(b) The purchase price ("Purchase Price") for the Demised Premises pursuant to the Option shall be Seventeen Million Five Hundred Thousand Dollars (\$17,500,000.00).

(c) The closing pursuant to the Option shall be conducted through an escrow established at a title company acceptable to Landlord. All deliveries shall be deposited in escrow and all closing deliveries and disbursements shall be made through the escrow. The closing shall occur on the date specified in the Option Notice (the "Closing Date"), which shall be not earlier than 90 calendar days nor later than 180 calendar days after the date of delivery of the Option Notice. During the period following the delivery of the Option Notice, through the Closing Date, this Lease shall remain in full force and effect, and if for any reason Tenant fails to close on the Property, this Lease shall continue in full force and effect (with any defaults in existence at such time remaining as such unless and until cured by Tenant, provided that failure to close under the Option shall not itself constitute and event of default under this Lease). At closing, each party shall pay its own legal fees. Landlord shall pay the cost of removing any title exceptions which are not permitted below. All other closing costs (including documentary stamps on the deed, search fees, escrow fees, title insurance premiums, recording costs, financing costs and transfer taxes) shall be paid by Tenant. There shall be no proration of taxes or other expenses. At closing, any rent



## Attachment 5: Lease Agreement

payable by Tenant shall be prorated (with any rent paid by Tenant attributable to the period from and after the Closing Date to be credited against the Purchase Price).

(d) The absence of any Event of Default, or event or circumstance which would, with the passage of time or the giving of notice, or both, constitute an Event of Default under this Lease, and the absence of any taking, order of taking, or other proceeding or notice of eminent domain by any governmental entity with respect to the Demised Premises (in whole or in part), shall be conditions precedent to both the effectiveness of any Option Notice (as of the date thereof) and the closing of acquisition of the Demised Premises (as of the date thereof). If there is any default or Event of Default under this Lease, or any such proceeding or notice of proceeding as of the scheduled Closing Date, Landlord shall have the right to revoke the exercise of the Option, in which event Landlord shall have no obligation to sell to Tenant, and Tenant shall have no right to purchase from Landlord, the Demised Premises.

(e) Landlord shall convey to Tenant fee simple title to the Demised Premises by special warranty deed (warranting title by, through, or under Landlord, but not otherwise) subject only to the Permitted Encumbrances, any matters created by or through Tenant and those matters which a correct survey would show. In addition, if the Capacity Enhancements have been provided, Landlord shall also convey, by quit claim or similar instrument, its interests in the Parking Easement. Tenant may revoke its election to exercise the Option by giving notice to Landlord at any time before the closing if (i) the Demised Premises is materially damaged by casualty, (ii) the Demised Premises suffers environmental contamination not caused by Tenant, its agents, contractors, employees, subtenants, customers or invitees, or (iii) any condemnation has occurred or is pending or threatened which in Tenant's reasonable opinion could materially, adversely affect the use of the Demised Premises for Tenant's intended purposes. In the event of such revocation, or of any failure of Tenant to close for any reason (other than nonperformance by Landlord) Tenant's Option shall terminate and be of no further force and effect, and this Lease shall continue in full force and effect as if such Option had not existed.

(f) THE DEMISED PREMISES SHALL BE CONVEYED TO AND ACCEPTED BY TENANT IN "AS IS" CONDITION IN ALL RESPECTS, IT BEING AGREED THAT LANDLORD HAS NOT MADE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER PERTAINING TO THE DEMISED PREMISES, THE CONDITION THEREOF, THE VALUE THEREOF, THE SUITABILITY FOR TENANT'S INTENDED USE, OR ANY OTHER MATTER WHATSOEVER, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE DEED, AND LANDLORD SHALL HAVE NO OBLIGATION TO MAKE OR REMOVE ANY IMPROVEMENTS WHATSOEVER WITH RESPECT TO THE DEMISED PREMISES AS REGARDS THE OPTION TO PURCHASE THE DEMISED PREMISES.

(g) Tenant's exercise of the Option is irrevocable except as expressly provided in paragraphs (d) and (e) above. Time is of the essence. Tenant may not assign this Option.

(h) If Tenant exercises the Option and fails to close on the purchase of the Demised Premises for any reason other than a default by Landlord or a revocation of the exercise of

## Attachment 5: Lease Agreement


the Option as expressly provided in paragraphs (d) and (e) above, then the Option shall terminate and be of no further force and effect, and this Lease shall continue in full force and effect in all other respects.


(i) Any termination of this Lease prior to the expiration of the Option Period shall terminate the Option.


## Attachment 5: Lease Agreement


IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

### WITNESSES:

  
Print Name: Annette M. Irala

  
Print Name: Willy R. Perez

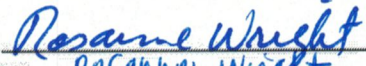
  
Print Name: Nancy Baker

  
Print Name: Alexis Holman

### LANDLORD:

NEVADA SPORTS PROPERTIES LLC


a Nevada limited liability company

By:   
Name: Rosanne Wright  
Title: Manager

### TENANT:

SLAM ACADEMY OF NEVADA

a Nevada charter school

By:   
Name: MATTHEW DUETMAN  
Title: Chairman

**SCHEDULE A**

**LEGAL DESCRIPTION OF LAND**

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34; THENCE NORTH 89°23'21" WEST ALONG THE NORTH LINE OF SAID SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, A DISTANCE OF 996.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40°17'54" WEST, A DISTANCE OF 959.46 FEET TO THE NON-TANGENT CURVE, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. 95 FREEWAY (I-515); THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, ALONG SAID CURVE TO THE LEFT (WITH A RADIAL BEARING OF SOUTH 39°53'21" WEST), HAVING A RADIUS OF 5,150.00 FEET, A CENTRAL ANGLE OF 03°24'55", AN ARC LENGTH OF 306.99 FEET; THENCE NORTH 53°31'34" WEST, A DISTANCE OF 101.90 FEET TO THE POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT WITH A RADIAL BEARING OF NORTH 62°49'35" WEST, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 29°06'09", AN ARC LENGTH OF 507.94 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 34; THENCE SOUTH 89°23'21" EAST, A DISTANCE OF 834.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN REAL PROPERTY DESCRIBED IN DOCUMENT RECORDED JULY 31, 2013 IN BOOK 20130731 AS INSTRUMENT NO. 03873 OF OFFICIAL RECORDS.

**SCHEDULE B**

**PERMITTED ENCUMBRANCES**

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.
3. Any taxes that may be due as provided under NRS 361.4725.
4. General and special taxes and assessments.
5. Reservations and provisions as contained in Patent from the United States of America, recorded November 17, 1966, in Book 759 of Official Records, as Instrument No. 609751.
6. A relinquishment of access to and from U.S. Highway No. 95, as contained in that certain Final Order of Condemnation recorded March 25, 1987 in Book 870325 as Instrument No. 00924 of Official Records.
7. The effect of a map purporting to show the land and other property, filed in File 56, Page 35 of Record of Surveys.
8. Covenants, conditions, restrictions and easements in the document recorded January 13, 1995 in Book 950113 as Instrument No. 01397 of Official Records.
9. An easement for public utilities and incidental purposes in the document recorded June 29, 1999 in Book 990629 as Instrument No. 01450 of Official Records.
10. An easement for a temporary construction easement to facilitate the construction of the Lower Pittman Channel improvements and incidental purposes in the document recorded January 8, 2003 in Book 20030108 as Instrument No. 02138 of Official Records.
11. The terms and provisions contained in the document entitled "Memorandum of Agreement" recorded November 29, 2011 in Book 20111129 as Instrument No. 03794 of Official Records.
12. The terms and provisions contained in the document entitled "Memorandum of Agreement" recorded November 29, 2011 in Book 20111129 as Instrument No. 03795 of Official Records.
13. A document entitled "Ordinance No. 2980" recorded December 5, 2012 in Book 20121205 as Instrument No. 00976 of Official Records.

## Attachment 5: Lease Agreement

14. An easement for temporary construction and incidental purposes in the document recorded July 31, 2013 in Book 20130731 as Instrument No. 03876 of Official Records.

15. The following matters disclosed by an ALTA/ACSM survey made by G.C. Wallace Companies on August 4, 2015, designated Job No. Central Christian - North Parcel:

- Variation between the location of the chain link fence and the southeast boundary line.
- Variation between the location of the concrete curb and the north boundary line.
- South face of concrete curb lies up to 0.7 feet south of the north boundary line.
- South face of concrete curb lies up to 0.3 feet north of the north boundary line.
- Area lights lie up to 4.0 feet north of the northerly boundary line.
- Gate within chain link fence at the southwest corner. Except to the rights of third parties to use, access and maintain.
- Unrecorded access easement as noted on survey. Except to the rights of third parties to use and access.
- Failure of the right of access to the nearest public right of way.

16. Mutual Access Easement Agreement by and between Central Christian Church, a Nevada nonprofit corporation ("Church"), and Nevada Sports Properties LLC, a Nevada limited liability company, dated January 12, 2016 and recorded January 21, 2016 in Book 20160121 as Instrument No. 0000334.

17. Unrecorded Agreement between Las Vegas Paving Corporation and Central Christian Church dated January 19, 2015.

18. Any statutory lien for labor or materials arising by reason of any work of improvement arising from Las Vegas Paving Corporation's use of the property for the purposes described in Agreement between Las Vegas Paving Corporation and Central Christian Church dated January 19, 2015.

**SCHEDULE C**

**SHORT FORM LEASE AGREEMENT**

(See Attached)



## Attachment 5: Lease Agreement

APN 161-34-202-003

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

---

### **SHORT FORM LEASE AGREEMENT**

This Short Form Lease Agreement is made as of June 1, 2016, between Nevada Sports Properties LLC, a Nevada limited liability company, with an address of 6457 Sunset Drive, Miami, Florida 33143, hereinafter designated as Lessor, and SLAM Academy of Nevada, a Nevada charter school, with an address of 1378 Paseo Verde Parkway, Suite 200, Henderson, Nevada 89012, hereinafter designated as Lessee.

### **WITNESSETH:**

Lessor, upon the terms and conditions more particularly set forth in that certain Lease Agreement dated as of even date herewith by and between Lessor and Lessee (the "Lease Agreement"), which terms and conditions are incorporated herein by reference, and in consideration of the rent and covenants therein provided, does hereby lease to Lessee, and Lessee hereby accepts that certain property more particularly described on Exhibit A attached hereto and incorporated herein by reference ("the Property") for an initial term commencing on or about August 31, 2016 and ending on June 30, 2036, upon the terms and conditions set forth in the Lease Agreement.

1. Lessee further has the option to extend the initial term for up to two successive additional periods of five years each upon the terms and conditions set forth in the Lease Agreement (the "Extension Option"). For purposes of providing notice to third parties hereunder, it shall be presumed that the Extension Option has been exercised in the future unless Lessee executes and records in the public records an instrument which indicates that an Extension Option has not been exercised or this Short Form has been terminated. Lessee has the option to purchase the Property upon the terms and conditions set forth in the Lease Agreement.

2. Lessor covenants that Lessee, on paying the rent and performing the covenants set forth in the Lease Agreement, shall peaceably and quietly have, hold and enjoy the Property.

3. **AS PROVIDED IN THE LEASE, NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS OR SERVICES FURNISHED OR TO BE FURNISHED TO TENANT UPON CREDIT, AND THAT NO MECHANIC'S OR OTHER LIEN FOR ANY SUCH LABOR, MATERIALS OR**

## Attachment 5: Lease Agreement

SERVICES SHALL ATTACH TO OR AFFECT THE FEE OR REVERSIONARY OR OTHER ESTATE OR INTEREST OF LANDLORD IN THE PROPERTY OR IN THIS LEASE. PRIOR TO COMMENCING ANY IMPROVEMENTS, TENANT SHALL EXECUTE, DELIVER TO ITS CONTRACTOR AND RECORD IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA A WRITTEN INSTRUMENT PROVIDING NOTICE OF THE EXISTENCE OF THE PROVISIONS OF THE PRECEDING SENTENCE IN ACCORDANCE WITH SECTIONS 108.2403 AND 108.2407, N.R.S.

4. It is understood that this is a Short Form Lease Agreement, which is for the same rents and upon the same Agreement, which Lease Agreement is incorporated herein by reference and shall be a part of this instrument as fully and completely as if the same were set forth herein.

IN WITNESS WHEREOF, Lessor and Lessee have signed, sealed and delivered this Short Form Lease Agreement as of the date and year first above written for the purpose of providing recorded notice of Lessee's rights under the Lease Agreement.

Signed, sealed and delivered  
in the presence of:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Lessor:  
Nevada Sports Properties LLC

\_\_\_\_\_, Manager

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the Manager of Nevada Sports Properties LLC, on behalf thereof. He is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(NOTARY SEAL)

Signed, sealed and delivered  
in the presence of:

Witness: Alexis Holman

clg

Lessee:  
SLAM Academy of Nevada  
Matthew Durham  
Name: MATTHEW DURHAM  
Title: CHAIRMAN

Attachment 5: Lease Agreement

Witness: Chad Olsen

STATE OF NEVADA  
COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 6 day of June, 2016 by Matthew L. Durham, the Chairperson of SLAM Academy of Nevada on behalf thereof. He is personally known to me or who has produced Nevada Driver's License as identification.



Nancy Lynn Babas  
NOTARY PUBLIC

Print Name: Nancy Lynn Babas  
My Commission Expires: 5-9-2017  
(NOTARY SEAL)

## Attachment 5: Lease Agreement

### EXHIBIT A

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34; THENCE NORTH 89°23'21" WEST ALONG THE NORTH LINE OF SAID SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, A DISTANCE OF 996.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40°17'54" WEST, A DISTANCE OF 959.46 FEET TO THE NON-TANGENT CURVE, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. 95 FREEWAY (I-515); THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, ALONG SAID CURVE TO THE LEFT (WITH A RADIAL BEARING OF SOUTH 39°53'21" WEST), HAVING A RADIUS OF 5,150.00 FEET, A CENTRAL ANGLE OF 03°24'55", AN ARC LENGTH OF 306.99 FEET; THENCE NORTH 53°31'34" WEST, A DISTANCE OF 101.90 FEET TO THE POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT WITH A RADIAL BEARING OF NORTH 62°49'35" WEST, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 29°06'09", AN ARC LENGTH OF 507.94 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 34; THENCE SOUTH 89°23'21" EAST, A DISTANCE OF 834.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN REAL PROPERTY DESCRIBED IN DOCUMENT RECORDED JULY 31, 2013 IN BOOK 20130731 AS INSTRUMENT NO. 03873 OF OFFICIAL RECORDS.

## Attachment 5: Lease Agreement

### **SCHEDULE D** **FIXED RENT**

From Lease Date through June 30, 2017:

Fixed Rent: Fixed Rent shall be \$37,369.17 a month which is obtained by multiplying the amount of \$6.56 per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2017 through June 30, 2018:

Fixed Rent: Fixed Rent shall be \$64,321.75 a month which is obtained by multiplying the amount of \$11.28 per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, ) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2018 through June 30, 2019:

Fixed Rent: Fixed Rent shall be \$89,547.92 a month which is obtained by multiplying the amount of \$15.71 per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2019 through June 30, 2020:

Fixed Rent: Fixed Rent shall be \$93,407.21 a month which is obtained by multiplying the amount of \$16.95 per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2020 through June 30, 2021:

Fixed Rent: Fixed Rent shall be \$94,784.90 a month which is obtained by multiplying the amount of \$17.20 per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

The Fixed Rent shall be adjusted annually ("Adjusted Fixed Rent") as set forth below.

Adjustment Computation. Commencing on July 1, 2021, and thereafter on each annual anniversary of such date, the Fixed Rent shall be adjusted from time to time as follows:

(a) The Fixed Rent in effect for each Lease Year shall be equal the product of the Initial Fixed Rent, multiplied by the fraction in which the Adjustment CPI (as defined below) is the numerator and Base CPI (as defined below) is the denominator. In no event shall any adjustment made pursuant to this Schedule or any decrease in the CPI ever result in a decrease in the Fixed Rent for any Lease Year below the Fixed Rent in effect at the end of the preceding Lease Year, which Fixed Rent shall, in that event, continue in effect until the next adjustment hereunder. Payment of the

## Attachment 5: Lease Agreement

Adjusted Fixed Rent amount shall begin on the first day of the first calendar month of the Lease Year to which such Adjusted Fixed Rent applies.

(b) If (i) the CPI (as defined below) ceases using the 1982-1984 average of 100 as the basis of calculation, (ii) a significant change is made in the number or nature (or both) of items used to determine the CPI, (iii) Landlord and Tenant agree that the Adjustment CPI does not accurately reflect, in relationship to the Base CPI, the purchasing power of the dollar, or (iv) the CPI shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the CPI, together with information which will make possible the conversion to the new index in computing the Adjusted Fixed Rent hereunder. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, Landlord and Tenant shall instead accept and use such other index or comparable statistics on the cost of living in the city or region in which the Premises is located that is computed and published by an agency of the United States or a responsible financial periodical of recognized authority.

(c) If for any Lease Year the adjustment in the Fixed Rent as set forth above is less than 2.5%, then in such case the Fixed Rent for the subject Lease Year shall be 2.5% higher than the Fixed Rent for the immediately prior Lease Year.

Payment Dates. All Fixed Rent, together with applicable sales tax, shall be due and payable on the 1st day of each calendar month, in advance, commencing on the Lease Date (on which date, if the same is not the first day of a calendar month, the partial month Fixed Rent and the next calendar month's full Fixed Rent shall be due and payable). All other Additional Rent shall be due and payable within ten days of receipt of written notice thereof from Landlord. Fixed Rent for any period during the Term which is less than one full month shall be prorated based upon the actual number of days of the month involved.

Definitions. As used herein, the term "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. As used herein, the term "Base CPI" means the most recently published CPI as of the last day of the last month immediately preceding July 1, 2021. As used herein, the term "Adjustment CPI" means the most recently published CPI as of the last day of the last month immediately preceding the commencement of the Lease Year for which the adjustment in Fixed Rent is being determined. Unless otherwise specifically defined in this Schedule, capitalized terms shall have the same respective meanings as set forth in the Lease.

**SCHEDULE E**  
**FIXED RENT FOR EXTENDED TERM**

**Fixed Rent.** The Fixed Rent (annually, subject to adjustment as set forth below) for the first Lease Year of the Extended Term shall be computed as product obtained by multiplying 106% of the per square foot Fixed Rent rate for the last year of the Initial Term times the square footage of the Building ("Initial Fixed Rent"). The Initial Fixed Rent shall be adjusted annually ("Adjusted Fixed Rent") as set forth below.

**Adjustment Computation.** Commencing with the first day of the second Lease Year during the Extended Term, and thereafter on each annual anniversary of such date during the Extended Term (including via the exercise of the option to extend for the second five-year extension period), the Fixed Rent shall be adjusted from time to time as follows:

(a) The Fixed Rent in effect for each Lease Year shall be equal the product of (i) the Initial Fixed Rent, multiplied by (ii) the greater of (A) one (1) or (B) the fraction in which the Adjustment CPI (as defined below) is the numerator and Base CPI (as defined below) is the denominator. In no event shall any adjustment made pursuant to this Schedule or any decrease in the CPI (as defined below) ever result in a decrease in the Fixed Rent for any Lease Year below the Fixed Rent in effect at the end of the preceding Lease Year, which Fixed Rent shall, in that event, continue in effect until the next adjustment hereunder. Payment of the Adjusted Fixed Rent amount shall begin on the first day of the first calendar month of the Lease Year to which such Adjusted Fixed Rent applies.

(b) If (i) the CPI ceases using the 1982-1984 average of 100 as the basis of calculation, (ii) a significant change is made in the number or nature (or both) of items used to determine the CPI, (iii) Landlord and Tenant agree that the Adjustment CPI does not accurately reflect, in relationship to the Base CPI, the purchasing power of the dollar, or (iv) the CPI shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the CPI, together with information which will make possible the conversion to the new index in computing the Adjusted Fixed Rent hereunder. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, Landlord and Tenant shall instead accept and use such other index or comparable statistics on the cost of living in the city or region in which the Premises is located that is computed and published by an agency of the United States or a responsible financial periodical of recognized authority.

**Definitions.** As used herein, the term "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. As used herein, the term "Base CPI" means the most recently published CPI as of the last day of the last month of the Initial Term. As used herein, the term "Adjustment CPI" means the most recently published CPI as of the last day of the last month immediately preceding the commencement of the Lease Year for which the adjustment in Fixed Rent is being determined. Unless otherwise specifically defined in this Schedule, capitalized terms shall have the same respective meanings as set forth in the Lease.



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### **SCHEDULE F** **DESCRIPTION OF FACILITY**

A 66,129 square foot (more or less, not subject to measurement) charter school facility, plus gymnasium, to be located on an approximate 8.5-acre tract, including ingress and egress, and parking areas, substantially as described in the following drawings prepared by Ethos Three Architecture, under Job No. 2015102, last revised March 24, 2016. The charter school facility, other than the gymnasium, is intended to be substantially complete on or before August 25, 2016, and the gymnasium is intended to be completed on or before January 31, 2017. See attached Lease for provisions regarding late delivery of such facilities.

<b>Plan Sheet Number</b>	<b>Plan Sheet Title</b>	<b>Last Revision Date</b>
A0_00	Cover Sheet	March 16, 2016
A1_10	Site Plan	February 11, 2016
A2_01	Overall Floor Plan	January 14, 2016
A2_10	First Floor Plan/Area A	March 24, 2016
A2_11	First Floor Plan/Area B	February 9, 2016
A2_20	Second Floor Plan/Area A	March 24, 2016
A2_21	Second Floor Plan/Area B	February 9, 2016
A2_30	Third Floor Plan/Area A	March 24, 2016
A2_31	Third Floor Plan/Area B	February 9, 2016

**ADDENDUM TO LEASE AGREEMENT**

**THIS ADDENDUM TO LEASE AGREEMENT** ("Addendum") is made and is effective as of April \_\_, 2018, by and between Nevada Sports Properties LLC, a Nevada limited liability company, having an office at 6457 Sunset Drive, Miami, Florida 33143 ("Landlord"), and SLAM Academy of Nevada, a political subdivision of the State of Nevada, having an address of 6630 Surrey Street, Las Vegas, Nevada 89119 ("Tenant").

**WITNESSETH:**

**WHEREAS**, the Landlord and Tenant have entered into that certain Lease Agreement, dated as of June 1, 2016 (the "Original Lease;" capitalized terms used and not otherwise defined herein have the meanings assigned thereto in the Original Lease);

**WHEREAS**, the Tenant has requested that Landlord construct certain additional improvements on a portion of the open space within the Demised Premises, as described in Schedule 1 attached hereto (the "Classroom Facility"), consisting of an agreed-upon 13,509 square feet of leaseable area, and Landlord has agreed to construct the Classroom Facility, pursuant to the terms and conditions set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Demise**. For and in consideration of the rents hereinafter reserved by Landlord and the Provisions contained herein on the part of Tenant to be paid, kept and performed, Landlord by these presents does hereby lease, rent, let and demise to Tenant, and Tenant does hereby take and hire from Landlord, the Classroom Facility, upon the Completion Date (defined below) and subject to the Provisions herein set forth. The Classroom Facility is hereby made a part of the Demised Premises and of the Property for all purposes under the Original Lease, including the Term, but with the rent provisions herein contained.

2. **Rent**. Schedule D attached to the Original Lease is hereby deleted and replaced by "Schedule D" attached hereto, effective as of the date hereof. The term "Completion Date" shall mean the first business day following delivery by Landlord to Tenant of a permanent or temporary certificate of occupancy for the Classroom Facility (provided that a final certificate of occupancy is issued prior to the expiration of the temporary certificate of occupancy, as extended). Increases in Additional Rent occasioned by the existence of the Classroom Facility shall be due and payable as provided for existing sums constituting Additional Rent under the Original Lease, commencing on and as of the Completion Date.

## Attachment 5: Lease Agreement

3. **Amendment to Purchase Option.** Section 45 of the Original Lease is hereby deleted in its entirety and replaced by the following:

**45. Option to Purchase.** For a period commencing on July 1, 2020 and ending at 5:00 p.m., Henderson, Nevada time on June 30, 2021 (the "Option Period"), Tenant shall have the option to purchase the Demised Premises (the "Option") in accordance with the terms and conditions set forth in this Section below:

(a) Tenant shall exercise the Option by delivering written notice (the "Option Notice") to Landlord at any time during the Option Period.

(b) The purchase price ("Purchase Price") for the Demised Premises pursuant to the Option shall be Twenty-One Million Three Hundred Fifty Thousand Dollars (\$21,350,000.00).

(c) The closing pursuant to the Option shall be conducted through an escrow established at a title company acceptable to Landlord. All deliveries shall be deposited in escrow and all closing deliveries and disbursements shall be made through the escrow. The closing shall occur on the date specified in the Option Notice (the "Closing Date"), which shall be not earlier than 90 calendar days nor later than 180 calendar days after the date of delivery of the Option Notice. During the period following the delivery of the Option Notice, through the Closing Date, this Lease shall remain in full force and effect, and if for any reason Tenant fails to close on the Property, this Lease shall continue in full force and effect (with any defaults in existence at such time remaining as such unless and until cured by Tenant, provided that failure to close under the Option shall not itself constitute and event of default under this Lease). At closing, each party shall pay its own legal fees. Landlord shall pay the cost of removing any title exceptions which are not permitted below. All other closing costs (including documentary stamps on the deed, search fees, escrow fees, title insurance premiums, recording costs, financing costs and transfer taxes) shall be paid by Tenant. There shall be no proration of taxes or other expenses. At closing, any rent payable by Tenant shall be prorated (with any rent paid by Tenant attributable to the period from and after the Closing Date to be credited against the Purchase Price).

(d) The absence of any Event of Default, or event or circumstance which would, with the passage of time or the giving of notice, or both, constitute an Event of Default under this Lease, and the absence of any taking, order of taking, or other proceeding or notice of eminent domain by any governmental entity with respect to the Demised Premises (in whole or in part), shall be conditions precedent to both the effectiveness of any Option Notice (as of the date thereof) and the closing of acquisition of the Demised Premises (as of the date thereof). If there is any default or Event of Default under this Lease, or any such proceeding or notice of proceeding as of the scheduled Closing Date, Landlord shall have the right to revoke the exercise of the Option, in which event Landlord shall have no



## Attachment 5: Lease Agreement

obligation to sell to Tenant, and Tenant shall have no right to purchase from Landlord, the Demised Premises.

(e) Landlord shall convey to Tenant fee simple title to the Demised Premises by special warranty deed (warranting title by, through, or under Landlord, but not otherwise) subject only to the Permitted Encumbrances, any matters created by or through Tenant and those matters which a correct survey would show. In addition, if the Capacity Enhancements have been provided, Landlord shall also convey, by quit claim or similar instrument, its interests in the Parking Easement. Tenant may revoke its election to exercise the Option by giving notice to Landlord at any time before the closing if (i) the Demised Premises is materially damaged by casualty, (ii) the Demised Premises suffers environmental contamination not caused by Tenant, its agents, contractors, employees, subtenants, customers or invitees, or (iii) any condemnation has occurred or is pending or threatened which in Tenant's reasonable opinion could materially, adversely affect the use of the Demised Premises for Tenant's intended purposes. In the event of such revocation, or of any failure of Tenant to close for any reason (other than nonperformance by Landlord) Tenant's Option shall terminate and be of no further force and effect, and this Lease shall continue in full force and effect as if such Option had not existed.

(f) THE DEMISED PREMISES SHALL BE CONVEYED TO AND ACCEPTED BY TENANT IN "AS IS" CONDITION IN ALL RESPECTS, IT BEING AGREED THAT LANDLORD HAS NOT MADE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER PERTAINING TO THE DEMISED PREMISES, THE CONDITION THEREOF, THE VALUE THEREOF, THE SUITABILITY FOR TENANT'S INTENDED USE, OR ANY OTHER MATTER WHATSOEVER, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE DEED, AND LANDLORD SHALL HAVE NO OBLIGATION TO MAKE OR REMOVE ANY IMPROVEMENTS WHATSOEVER WITH RESPECT TO THE DEMISED PREMISES AS REGARDS THE OPTION TO PURCHASE THE DEMISED PREMISES.

(g) Tenant's exercise of the Option is irrevocable except as expressly provided in paragraphs (d) and (e) above. Time is of the essence. Tenant may not assign this Option.

(h) If Tenant exercises the Option and fails to close on the purchase of the Demised Premises for any reason other than a default by Landlord or a revocation of the exercise of the Option as expressly provided in paragraphs (d) and (e) above, then the Option shall terminate and be of no further force and effect, and this Lease shall continue in full force and effect in all other respects.

(i) Any termination of this Lease prior to the expiration of the Option Period shall terminate the Option.

## Attachment 5: Lease Agreement

### 4. Miscellaneous.

- a. The anticipated Completion Date for the Classroom Facility is on or before September 30, 2018. In the event that the Completion Date is delayed beyond September 30, 2018, Base Rent and Additional Rent due under the Original Lease shall continue as if the Classroom Facility did not exist until the Completion Date. Base Rent and Additional Rent shall be prorated for any partial month. Tenant grants to Landlord all necessary access and occupation of the existing Demised Premises necessary or convenient for the prosecution of the improvements described herein, and Landlord agrees to use commercially reasonable efforts to minimize disruptions to Tenant's operation of its schools on the Demised Premises, it being understood that Landlord will necessarily block access to the site of construction and related laydown areas.
- b. The Original Lease, as modified herein, is and remains in full force and effect. All references in the Original Lease to "this Lease" shall be deemed to be references to the Original Lease as modified in this Addendum.
- c. Tenant shall execute and deliver such amended or additional subordination, non-disturbance and attornment agreements pursuant to Article 29 of the Original Lease as Landlord shall reasonably request, with respect to the amendment of the Original Lease by this Addendum. Tenant shall execute and deliver such Memorandum of Lease or Short Form Lease (or amendments thereto), including the terms of this Addendum, in recordable form, as Landlord shall reasonably request, which may be recorded at Landlord's option. Tenant's address for notices is as set forth on the first page of this Addendum.
- d. All representations and warranties of the parties set forth in the Original Lease are hereby remade by each party, respectively, as of the date hereof. Tenant represents and warrants that there is no default, event of default, or condition or occurrence which would, with the passage of time or the giving of notice, constitute a default or event of default on the part of Landlord, and that Tenant has accepted without condition all of the Improvements and the other components of the Demised Premises, under the Original Lease, any such claims to the contrary by Tenant in respect thereof as of the date hereof being hereby voluntarily waived and released.
- e. This Addendum may be executed in several counterparts, each of which shall be deemed an original, all such counterparts together shall constitute one and the same instrument, and signature pages from one counterpart may be removed and added to another counterpart to create a single, integrated counterpart with all necessary signatures.



## Attachment 5: Lease Agreement

- f. Mold and mildew can occur in buildings under certain circumstances, unless care is taken to avoid such occurrence. The occurrence of mold or mildew may pose health hazards to certain individuals. Landlord has not investigated AND MAKES NO REPRESENTATION CONCERNING the existence or non-existence of mold or mildew in the Classroom Facility as of the Completion Date, or thereafter. The Tenant is taking the Classroom Facility in its "As Is" condition as of the Completion Date (except as expressly set forth to the contrary herein) and shall make all of its own investigations concerning mold and mildew. It is the obligation of Tenant to maintain the Demised Premises, including the Classroom Facility, in good condition, which includes the prevention and elimination of mold or mildew or the factors that could lead to the presence thereof and as otherwise provided in the Original Lease.
- g. This Addendum cannot be changed or terminated orally. The provisions in this Addendum shall bind and inure to the benefit of Landlord and Tenant, and, except as otherwise provided in the Lease, their respective legal representatives, executors, successors and assigns.

### **5. Condition of Property.**

Landlord hereby covenants to construct the Classroom Facility substantially as shown in the plans and specifications prepared by Ethos Three listed on Schedule 1 attached hereto, including all approved revisions or modifications (the "Plans"), and in accordance with all applicable laws, regulations and rules of governmental entities having jurisdiction thereover. Landlord shall assign all contractor or materialman warranties with respect to the Classroom Facility to Tenant, subject to Landlord's rights to enforce such warranties on its own behalf as to repair or replacement obligations of Landlord under this Lease or in the event of a failure by Tenant to discharge its repair or replacement obligations under this Lease. Tenant acknowledges and agrees that except as otherwise expressly set forth in this Lease, no representations, statements, or warranties, express or implied, as to merchantability, fitness for a particular purpose or use, or otherwise, have been made by or on behalf of Landlord in respect of the Classroom Facility. EXCEPT AS EXPRESSLY SET FORTH IN THIS ADDENDUM OR THE ORIGINAL LEASE, LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY TENANT OF THE PROPERTY, OR ANY PORTION THEREOF. TENANT ACKNOWLEDGES THAT LANDLORD IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT TENANT IS LEASING THE PROPERTY AS IS. Landlord hereby assigns all of the manufacturers' and contractors' warranties related to the Classroom Facility to Tenant, without representation or warranty; provided that the foregoing assignment shall not apply as to any warranties applicable to those elements of the Classroom Facility as to which Landlord retains an obligation for maintenance or repair under this Lease, or to the


## Attachment 5: Lease Agreement


extent that such assignment would void or terminate a particular warranty, in which case Landlord shall enforce such warranty on behalf of Tenant.

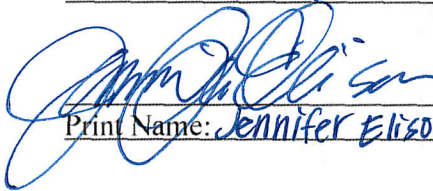
**IN WITNESS WHEREOF**, the parties hereto have duly executed this instrument as of the day and year first above written.

### WITNESSES:

  
Print Name: Annette M. Iraola

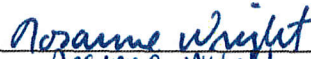
  
Print Name: Duane R. Penner

  
Print Name: DENA THOMPSON

  
Print Name: Jennifer Ellison


### LANDLORD:

NEVADA SPORTS PROPERTIES LLC,  
a Nevada limited liability company

By:   
Name: Rosanne Wright  
Title: Manager

### TENANT:

SLAM ACADEMY OF NEVADA,  
a Nevada charter school

By:   
Name: MATTHEW DURHAM  
Title: Chairman



## Attachment 5: Lease Agreement

### **SCHEDULE 1** **DESCRIPTION OF CLASSROOM FACILITY**

13,509 square foot Classroom Facility as shown on the below-referenced site plan, substantially as described in the following drawings prepared by Ethos Three, under Project No. 2017133:

Drawing Number	Drawing Name	Final Drawing Date
A1.10	Site Plan	2-15-18
A2.10	Floor Plans	3-6-18
A5.10	Exterior Elevations	2-15-18

## Attachment 5: Lease Agreement

### SCHEDULE D FIXED RENT

From Lease Date through June 30, 2017:

Fixed Rent shall be \$37,369.17 per month which is obtained by multiplying the amount of \$6.787114 [*corrects scrivener's error in Original Lease*] per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2017 through June 30, 2018:

Fixed Rent shall be \$64,321.75 per month which is obtained by multiplying the amount of \$11.67205 [*corrects scrivener's error in Original Lease*] per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, ) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2018 through June 30, 2019:

Fixed Rent shall be (i) prior to the Completion Date, \$89,547.92 per month, which is obtained by multiplying the amount of \$16.24968 [*corrects scrivener's error in Original Lease*] per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises prior to the Completion Date, not subject to measurement) and then dividing that sum by 12 months (to obtain a monthly amount), and pro rata for any partial month; or (ii) on and after the Completion Date, the amount of \$110,993.46, which is obtained by multiplying the amount of \$16.7247 per square foot times 79,638 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises upon the Completion Date, not subject to measurement) and then dividing that sum by 12 months (to obtain a monthly amount).

From July 1, 2019 through June 30, 2020:

Fixed Rent shall be \$115,496.11 per month which is obtained by multiplying the amount of \$17.40317 per square foot times 79,638 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises upon the Completion Date, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2020 through June 30, 2021:

Fixed Rent shall be \$117,536.47 a month which is obtained by multiplying the amount of \$17.71061 per square foot times 79,638 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

The Fixed Rent shall be adjusted annually ("Adjusted Fixed Rent") as set forth below.

## Attachment 5: Lease Agreement

Adjustment Computation. Commencing on July 1, 2021, and thereafter on each annual anniversary of such date, the Fixed Rent shall be adjusted from time to time as follows:

(a) The Fixed Rent in effect for each Lease Year shall be equal the product of the Fixed Rent for the Lease Year ending June 30, 2021, multiplied by the fraction in which the Adjustment CPI (as defined below) is the numerator and Base CPI (as defined below) is the denominator. In no event shall any adjustment made pursuant to this Schedule or any decrease in the CPI ever result in a decrease in the Fixed Rent for any Lease Year below the Fixed Rent in effect at the end of the preceding Lease Year, which Fixed Rent shall, in that event, continue in effect until the next adjustment hereunder. Payment of the Adjusted Fixed Rent amount shall begin on the first day of the first calendar month of the Lease Year to which such Adjusted Fixed Rent applies.

(b) If (i) the CPI (as defined below) ceases using the 1982-1984 average of 100 as the basis of calculation, (ii) a significant change is made in the number or nature (or both) of items used to determine the CPI, (iii) Landlord and Tenant agree that the Adjustment CPI does not accurately reflect, in relationship to the Base CPI, the purchasing power of the dollar, or (iv) the CPI shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the CPI, together with information which will make possible the conversion to the new index in computing the Adjusted Fixed Rent hereunder. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, Landlord and Tenant shall instead accept and use such other index or comparable statistics on the cost of living in the city or region in which the Premises is located that is computed and published by an agency of the United States or a responsible financial periodical of recognized authority.

(c) If for any Lease Year the adjustment in the Fixed Rent as set forth above is less than 2.5%, then in such case the Fixed Rent for the subject Lease Year shall be 2.5% higher than the Fixed Rent for the immediately prior Lease Year.

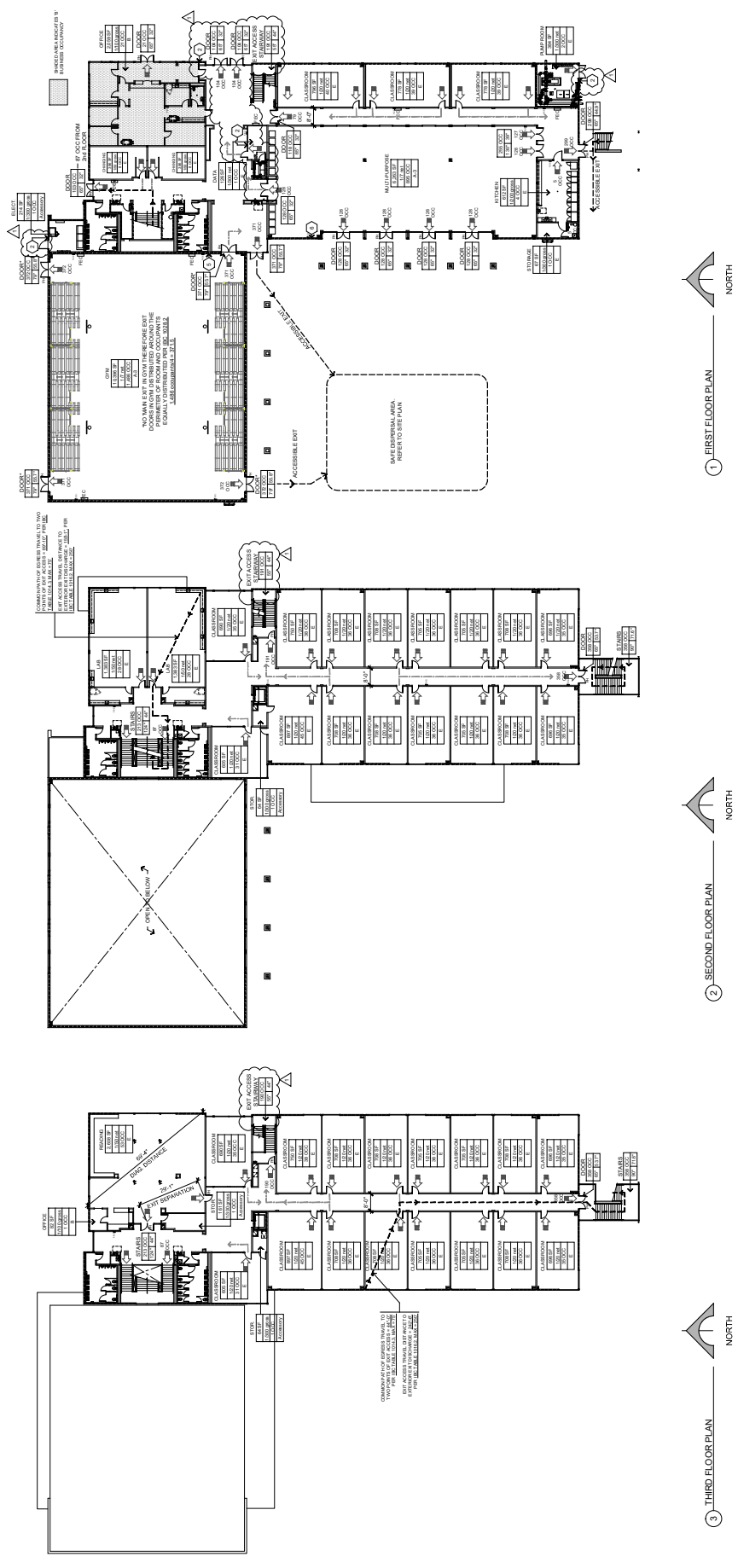
Payment Dates. All Fixed Rent, together with applicable sales tax, shall be due and payable on the 1st day of each calendar month, in advance, commencing on the Lease Date (on which date, if the same is not the first day of a calendar month, the partial month Fixed Rent and the next calendar month's full Fixed Rent shall be due and payable). All other Additional Rent shall be due and payable within ten days of receipt of written notice thereof from Landlord. Fixed Rent for any period during the Term which is less than one full month shall be prorated based upon the actual number of days of the month involved.

Definitions. As used herein, the term "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. As used herein, the term "Base CPI" means the most recently published CPI as of the last day of the last month immediately preceding July 1, 2020. As used herein, the term "Adjustment CPI" means the most recently published CPI as of the last day of the last month immediately preceding the commencement of the Lease Year for which the adjustment in Fixed Rent is being

## Attachment 5: Lease Agreement

determined. Unless otherwise specifically defined in this Schedule, capitalized terms shall have the same respective meanings as set forth in the Lease.





EXITING PLAN LEGEND

- |           |    |  |
|-----------|----|--|
| X         | OC | INDICATED NUMBER OF OCCUPANTS AT<br>INDICATED SUITE SET    |
| PH        | —  | INDICATED PAPER HANDLING PROVIDED AT EXIT                  |
| —         | —  | EXIT SIGN WITH PHOTO ILLUSTRATION                          |
| D         | —  | INDICATED LOCATION OF THE EXIT SIGN CURRENT WITH A SIGNAGE |
| FEC       | —  | TRAILER LOCATION OF FIRE                                   |
| ROOM NAME |    |  |
| RSF       | ←  | ROOM SQUARE FOOTAGE  |
| W/F       | ←  | OCCUPANT LOAD FACTOR PER IBC TABLE 1003.1                  |
| W/O       | ←  | WALL OR WINDOW   |
| X         | ←  | ROOM OCCUPANCY TYPE PER IBC CHAPTER 10                     |
|           |    |  |
|           | ←  | OCCUPANT LOAD  |
|           | ←  | DOOR EJECTOR REQUIRED                                      |

## EXITING PLAN KEYNOTES

- [illegible]

## GENERAL NOTES

1. PLANS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO INSTALLING ANY GATES. SPEED LIMITS SHALL BE DETERMINED BY THE APPROPRIATE AGENCY FOR THE APPROVED ROADWAY.
2. PLANS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO INSTALLING ANY GATES. SPEED LIMITS SHALL BE DETERMINED BY THE APPROPRIATE AGENCY FOR THE APPROVED ROADWAY.
3. CONTRACTOR TO PROVIDE A FIRE WIRE ALARM COMMUNICATION SYSTEM.



1 — PORTABLE FIRE EXTINGUISHERS TO BE PROVIDED PER 100C SECTION 906. QUANTITIES AND LOCATIONS TO COMPLY WITH TABLE 906.3(1) WITH MINIMUM TRAVEL DISTANCE TO EACH

## Attachment 7: Current Facility Owner

### **Property Owner Contact Information:**

Nevada Sports Properties LLC  
6457 Sunset Drive  
Miami, FL 33143  
Attn: Rosanne Wright



CITY OF HENDERSON  
Department of Building & Safety  
240 Water Street  
Henderson, NV 89015  
(702) 267-3620



# CERTIFICATE OF OCCUPANCY

THIS CERTIFICATE IS ISSUED PER THE BUILDING AND FIRE SAFETY ADMINISTRATIVE CODE

At the time of issuance, this building was deemed to be in substantial compliance with fire, safety and structural provisions of the adopted building codes and based upon periodic inspections of work during construction. This certificate of occupancy should not be relied upon as evidence that the construction is in actual compliance with all applicable building codes or that the construction meets the minimum standards of a specific industry.

1095 FIELDERS ST

Situs Address

BEDC 2016004190

Building Permit Number

E

Occupancy Group

IIIB SP

Construction Type

MP

Zone Code

MASTER DEVELOPMENT PL

Description

August 23, 2016

Date

Building Official

CHURCH CHRISTIAN CENTRAL

1001 NEW BEGINNINGS DR

HENDERSON NV 890111606

POST IN A CONSPICUOUS PLACE



August 18, 2016

Academica Nevada  
1378 Paseo Verde Parkway  
Suite #200  
Henderson, NV 89012

**NON-USE OF ASBESTOS CERTIFICATION**

PROJECT NAME: SLAM ACADEMY

PROJECT ADDRESS: 1095 Fielders Street, Henderson, NV 89011

I certify that for the project described above that no asbestos-containing material (ACBM) was specified as a building material in any construction document for the building, or, to the best of my knowledge, no ACBM was used as any building material.

ethos three ARCHITECTURE

John C. Lopeman, AIA



## FOOD ESTABLISHMENT PERMIT EVALUATION

280 SOUTH DECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1110 (DIRECT) • 702-759-1000 (24 HOURS)

## FACILITY INFORMATION

PERMIT # PR0119496	SR #	NAME SLAM ACADEMY SLAM ACADEMY 6-12 KIT FPR - HIGH SCHOOL KITCHENS	PHONE # (702) 715-5916	PRIMARY SAN EE7000665					
ADDRESS 1095 FIELDERS ST Henderson, NV 89011	DISTRICT 18	LOCATION	RISK CAT	MILES	TRAVEL TIME				
NEVADA CLEAN INDOOR AIR ACT: COMPLIANCE <input type="checkbox"/> REQUIRED <input type="checkbox"/> EXEMP		CONTACT PERSON:							
CURRENT ACTION EHS 653	SERVICE 7/16/16	DATE 8-24-16	TIME IN 9:10	TIME OUT 9:30	PERMIT STATUS PENDING	RESULT	FUTURE ACTION	ACTION	DATE

SPECIAL NOTES:

COMMENTS:

IN = In compliance

OUT = Not In compliance

N/O = Not observed

N/A = Not applicable

PERMIT IS NOT APPROVED; CALL REPRESENTATIVE TO SCHEDULE INSPECTION

## GENERAL FOOD ESTABLISHMENT EQUIPMENT

		#	IN	OUT	NA	NO
1	BROILER/CHARBROILER GRILL			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	SALAMANDER/CHEESE MELTER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	BLAST CHILLER/TUMBLER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	BUFFET HOT/COLD EQUIPMENT			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	WAIT STATION / WATER FILLER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	COLD PREP/PIZZA/SALAD UNIT			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	CONFECTIONARY-ENROBE, COATER, DIPPER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	COOK & HOLD EQUIPMENT (ALTO-SHAAM)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	DEEP FRYER/DOUGHNUT FRYER		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	DIPPER WELL			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	DISHWASHER-FLIGHT, CONV, SINGLE TANK			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	DISHTABLE/DRAINBOARD (NON-INTEGRAL)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	DISPLAY CASES - HOT/COLD/CASE ONLY			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	DOUGH RETARDER/PROOFER BOX			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	DOUGH SHEETER, OTHER BAKERY EQUIP			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	DRINK DISPENSERS - SODA/JUICE/MILK			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	DUMP/UTILITY/SERVICE SINK/NULL			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	FOOD SHIELDS-BUFFET/VERTICAL/CANTILEVER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	FREEZERS - REACH IN/UC			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	FREEZERS - WALK IN			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	GRIDDLE - /FLAT /PANINI			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	HOOD -VENT. TYPE 1/TYPE 1 W/SUPPRESS			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	HOT HOLDING: BAIN MARIE/HOT/WELLS/CABINETS		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	ICE BINS/ NON-REFRIG DRAINING WELLS			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	ICE MACHINES			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	MEAT GRINDER/PERF/BANDSAW			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	MICROWAVE OVEN			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28	MIXER/BLENDER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	OVENS- CONV/ROTARY/BAKERY			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	OVENS - CONVEYER, TORTILLA		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31	PASTA /RICE COOKER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32	PREP SINK ( SINGLE COMP)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33	PREP SINK (DOUBLE COMP)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34	PROCESSING/ CUSTOM EQUIPMENT			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35	RANGE-MULTI/STOCK POT/WOK			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36	REFRIGERATORS - REACH IN/ROLL/UC/ DRAWER/WORKTOP			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37	REFRIGERATORS - WALK IN		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38	ROP BAGGING EQUIPMENT/VACUUM SEALER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39	SALVADOR UNIT (NO WASTE GRINDER)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40	SHELVING - DRY STOCK POTS			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41	SLICER/CHOPPER/FOOD PROCESSOR			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42	SMOKER/ BBQ (INTERNAL/EXTERNAL)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43	SOFT SERVE MACHINE			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44	SPLASH GUARDS			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45	STEAM/PRESSURE COOKER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46	STEAM JACKET KETTLE			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47	SUSHI CASE			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48	TILT SKILLET/FRYER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49	TOASTER/ TOASTER OVEN/CONVEYOR			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50	TWO-COMPARTMENT POT WASH SINK			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
51	WORK TABLES			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BAR / BEVERAGE SPECIFIC EQUIPMENT		#	IN	OUT	NA	NO
52	BAR DIE/BACK BAR			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



53	BEER BOX REFRIGERATOR			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
54	BLENDER STATION			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
55	DRAFT TOWER - BEER/WINE W/SCUPPER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
56	DUMP/UTILITY/SERVICE SINK			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
57	ESPRESSO/BARISTA/COFFEE			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
58	FROZEN DRINK MACHINE			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
59	GLASS CHILLER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
60	GLASS WASHER W/CLEAN & DIRTY DRAINBOARD			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
61	JOCKEY BOX W/SCUPPER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
62	KEG COOLER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
63	SCUPPER DRAINS (OTHER)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
64	WAIT STATION/WATER FILLER			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
65	OPEN FOOD REFRIGERATOR			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
66	SODA GUNS/BAG IN BOX			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLUMBING				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
67	CAN WASH / MAT WASH AREA	#	IN	OUT	NA	NO	
68	CHASE LINES/RUNS COMPLIANT		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
69	FLOOR SINKS / DRAINS - INSTALLED AS NEEDED/FLUSH		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
70	HOSE BIBS/HOSE REELS AS NEEDED		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
71	INDIRECT WASTE FOR FOOD EQUIPMENT		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
72	GREASE CAPTURE - INTERCEPTOR/MACHINE		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
73	TROUGH DRAINS AS NEEDED		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
74	OVERHEAD WASTE LINES ABSENT OR PROTECTED		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
75	RPZ / VACUUM BREAKERS/PVB LOCATED WHERE REQUIRED/TESTED		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
76	UTILITY LINES (PRESSURE/DRAINAGE/ ELECTRICAL) INSTALLED PROPERLY		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
REQUIRED FOR ALL PERMITTED ESTABLISHMENTS		#	IN	OUT	NA	NO	
77	EMPLOYEE RESTROOM W/ VENT/SELF-CLOSE WC/LAV, STOCKED		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
78	HOT & COLD WATER SERVICE AT PRESSURE		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
79	LIGHT INTENSITY 20/50 FC		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
80	LIGHT FIXTURES SHIELDED		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
81	MOP SINK		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
82	SEWAGE DISPOSAL APPROVED & OPERATIONAL		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
83	VENTILATION (OTHER)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
84	WEATHER TIGHT/AIR CURTAINS/DOCK BOOT/PEST CONTROL		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ADDITIONAL REQUIRED FOR ALL OPEN FOOD HANDLING ESTABLISHMENTS		#	IN	OUT	NA	NO	
85	HANDSINK(S) - SEPARATE, DISTINCT, WALL-HUNG OR APPROVED ALT., STOCKED (SOAP/TOWELS)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
86	THREE-COMP SINK W/ CLEAN/DIRTY DRAIN BOARDS		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
87	CUSTOMER RESTROOMS		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
FINISHES		#	IN	OUT	NA	NO	
88	BASE COVING		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
89	CABINETRY/BASE DESIGN & MATERIALS COMPLIANT		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
90	CEILINGS, FLOORS, WALLS		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
91	FOOD ZONE MATERIALS		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
92	NON-FOOD ZONE MATERIALS		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
93	SEAMS, FLASHING, CLEARANCES		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ADMINISTRATIVE		#	IN	OUT	NA	NO	
94	NCIAA COMPLIANT/EXEMPT*		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
95	MENU REVIEW -ADVISORY		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
96	VARIANCE AS REQUIRED		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
97	OPERATION PLAN/WAIVER/HACCP/LABELS APPROVED		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
98	REQUIRED SIGNAGE		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OPERATIONAL REQUIREMENTS - MUST BE CORRECTED PRIOR TO RELEASE OF PERMIT		#	IN	OUT	NA	NO	
99	ACCURATE THERMOMETERS PROVIDED /INSTALLED		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
100	SANITIZER SOLUTION;TEST KITS AVAILABLE;		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
101	PERSON IN CHARGE KNOWLEDGEABLE; FOODHANDLER CARDS		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
102	REFRIGERATION ADEQUATE & AT REQUIRED TEMPERATURES		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
103	COOKING /HOLDING EQUIPMENT FUNCTIONAL		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
104	ELECTRICAL SERVICE FUNCTIONAL		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
105	POTABLE WATER SERVICE FUNCTIONAL AND ADEQUATE HOT WATER AVAILABLE		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
106	SEWER SERVICE; SEWAGE DISPOSED OF IN APPROVED MANNER		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
107	TCO/CO FOR BUILDING		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
108	CONDITIONS UNLIKELY TO CAUSE CONTAMINATION OF FOOD OR PREP SURFACES		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
109	ADEQUATE EMPLOYEE HAND WASHING FACILITIES AND TOILETS		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PERMIT APPROVED. RELEASED TO DISTRICT EHS.

PERMIT IS NOT APPROVED; CALL REPRESENTATIVE TO SCHEDULE INSPECTION.

Received by (signature)

Received by (printed)

EHS (signature)

Reviewed By:



# Attachment 9: Facility Safety Compliance

SOUTHERN NEVADA HEALTH DISTRICT

## SCHOOL INSPECTION REPORT

Page 1 of 2

280 SOUTH DECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1110 (DIRECT) • 702-759-1000 (24 HOURS)

### FACILITY INFORMATION

PERMIT #	ESTABLISHMENT NAME	PHONE #	COMPLIANCE SCHEDULE DATE	PRIMARY EHS
PR0119495	SLAM ACADEMY SLAM ACADEMY 6-12	(702) 715-5916		EE7000665
ADDRESS 1095 FIELDERS ST Henderson, NV 89011			DISTRICT 18	LOCATION MILES
CONTACT PERSON:				
CURRENT SERVICE EHS 653	SERVICE 929	DATE 8-24-16	TIME IN 9:50	TIME OUT 10:05
TRAVEL TIME		PERMIT STATUS PENDING		RESULT
SPECIAL NOTES			ACTION DATE	

In = In compliance    OUT = Not In compliance    N/O = Not observed    N/A = Not applicable    COS = Corrected on-site during inspection    R = Repeat violation

### Imminent Health Hazards - Notify SNHD and cease Operations as Directed

Loss or interruption of electrical service other utility required for the operation of the heating and air conditioning. (NAC 444.56822.2.b.1)	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT
Interruption or contamination of potable water supply. (NAC 444.56822.2.b.3)	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT
Presence of insects, rodents or other vermin that constitutes a significant threat to health or safety. (NAC 444.56822.2.b.5)	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT
Improper disposal of sewage or liquid waste. (NAC 444.56822.2.b.4)	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT
Any condition or equipment used that constitutes unreasonable risk of physical injury. (NAC 444.56822.2.b.8)	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT
Presence of toxic material that is labeled, stored or used improperly. (NAC 444.56822.2.b.6)	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT
Toxic or noxious gases, vapors, fumes, mist or particulates in concentrations which are dangerous to life or health. (NAC 444.56822.2.b.7)	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT
Classrooms and other areas that occupy students or staff that has ambient temperatures less than 60 or more than 93 degrees Fahrenheit. (NAC 444.56822.2.b.9)	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT

### SECTION 1 - Student Health

1 Isolation of sick students ensured. Resting surfaces of non-absorbing material cleaned and sanitized before use by a student	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
2 Medications stored inaccessible to students in cabinets or in locked container in refrigerator	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R

### SECTION 2 - Classrooms-Instruction and Vocational

3 Installed eye-wash stations and showers in classrooms in which acidic, basic, flammable or other hazardous materials are handled	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
4 Classrooms including specialty classrooms (art, music, home economics, PE, special education) maintained in good condition, clean and free from hazards or litter	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
5 Equipment for specialty classrooms (art, photography, graphics, science, woodwork and auto shops) properly located, installed/vented as required and maintained in good condition. Access by authorized persons only. Warnings and information conspicuously posted	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
6 Pets kept or handled in classroom as required by NAC 444.56834	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input checked="" type="checkbox"/> NO <input type="checkbox"/> R
7 Areas or Rooms used for vocational activities or science laboratory must have at least one hand wash sink supplied with hot and cold water and with paper towels and soap that are properly dispensed. Eating and drinking prohibited in such areas or rooms.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R

### SECTION 3 - Gym and Locker Rooms

8 Gym, locker rooms and associated activity or storage rooms maintained clean, in good condition, with sound surfacing and free from hazards.	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input checked="" type="checkbox"/> NO <input type="checkbox"/> R
9 Showers maintained free of leaks, floors free of litter or stains. When used, showers are provided with hot and cold water at a maximum temperature of 110°F.	<input type="checkbox"/> IN <input type="checkbox"/> OUT <input checked="" type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R

### SECTION 4 - Utilities, Custodial, Facilities

10 Custodian(s) prepared to remediate areas contaminated by hazardous, biological or chemical materials.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
11 Drinking fountains accessible to students in classrooms or nearby study/work areas, clean and in good operating condition; supply of drinking water provided at outdoor events and gymnasiums.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
12 Lighting adequate as required. Bulbs/tubes lit and fixtures in good condition.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
13 Utility rooms/areas (electrical panels, riser, boiler, chiller) in good order, clean and secured inaccessible to unauthorized persons. GFCI installed and functioning as and where required.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R

SECTION 4 - Utilities, Custodial, Facilities

14	Water from approved source, free from cross connections and available. Backflow prevention devices installed and tested and passed as required.	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
15	Hazardous materials (flammables, toxic chemicals, paint) properly stored and secured inaccessible to unauthorized persons	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
16	Equipment properly drained to sewer. Sewage disposed of in an approved manner.	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
17	Building(s) protected from vermin access.	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
18	Fresh air in classrooms and other indoor instruction/occupied areas maintained at between 65oF and 85oF.	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
19	Restroom facilities adequate, accessible, clean, in good condition and with properly sized containers for refuse disposal, appropriately placed.	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
20	Restroom fixtures in good, clean and working condition.	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
21	Toilet tissue available in stalls from approved dispensers.	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
22	Lavatories provided where required. Adequate, properly installed and stocked. Lavatories provided with warm water of adequate flow and adequate time.	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R

SECTION 5 - Playgrounds, Field, External Grounds

23	Playground and field equipment properly installed, and maintained to CPSC requirements in a clean condition.	<input type="checkbox"/> IN	<input type="checkbox"/> OUT	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
24	Playground/Field surfacing in good condition. Area clean and free from hazards. Meets CPSC requirements.	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
25	Walkways properly constructed and maintained	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
26	Garbage/refuse properly disposed of	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
27	Exterior of facility clean and free from litter and hazards	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R

SECTION 6 - Food Service

28	Food storage in approved location; Refrigerators protected from vermin/spoilage	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
29	Snack bar or student store maintained and operating as required by health permit.	<input type="checkbox"/> IN	<input type="checkbox"/> OUT	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R
30	Unpermitted food activities occurring on campus.	<input checked="" type="checkbox"/> IN	<input type="checkbox"/> OUT	<input type="checkbox"/> N/A	<input type="checkbox"/> COS	<input type="checkbox"/> NO	<input type="checkbox"/> R

VIOLATION COMMENTS

Violations and Corrective Actions:

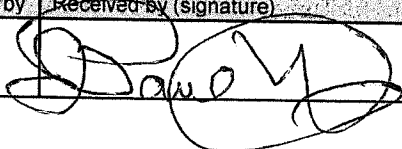
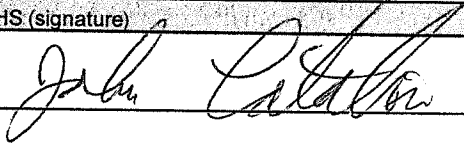
Violation	Corrective Action
No violations	

Overall Inspection Comments:

Gym not completed at time of final inspection.  
contact SNHD to schedule inspection of gym when complete.  
118.00 special circumstance fee will apply

Inspector name and phone number:

John Cataline (702) 754-0579

Reviewed by	Received by (signature)	Received by (printed)	EHS (signature)
		J. Paul Medrick	



## Attachment 9: Facility Safety Compliance

SOUTHERN NEVADA HEALTH DISTRICT

Page 1 of 3

## FIELD SCHOOL BUILDING PLAN REVIEW CHECKLIST

280 SOUTH DECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1110 (DIRECT) • 702-759-1000 (24 HOURS)

## FACILITY INFORMATION

PERMIT #	ESTABLISHMENT NAME	PHONE #	COMPLIANCE SCHEDULE	PRIMARY
PR0119495	SLAM ACADEMY SLAM ACADEMY 6-12	(702) 715-5916	DJIF	EHS EE7000665
ADDRESS 1095 FIELDERS ST Henderson, NV 89011			DISTRICT 18	LOCATION MILES
CONTACT PERSON:				
CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN
	653	910	8-24-16	9:30
		TIME OUT	PERMIT STATUS	RESULT
		9:50	PENDING	
SPECIAL NOTES			ACTION	DATE

YES = In compliance NO = Not In compliance N/A = Not applicable

## CLASSROOMS

- |   |                           |  |
|---|---------------------------|--|
| 1 | LAVS H/C/TEMP 110 degrees | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 2 | DURABLE                   | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 3 | CLEANABLE                 | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 4 | NON-ABSORBENT             | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |

## LIGHTING

- |   |                    |  |
|---|--------------------|--|
| 5 | CLASS 30 F/C       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 6 | Art / Labs. 50 F/C | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 7 | OTHER 20 F/C       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 8 | FOUNT. 18# FR. LAV | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |

## HVAC

- |    |                         |  |
|----|-------------------------|--|
| 9  | CHILLER BACKFLOW        | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 10 | TOWER TREATMENT         | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 11 | 65 degrees - 85 degrees | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |

## LABORATORIES/ART

- |    |                         |  |
|----|-------------------------|--|
| 12 | E/W & SHOWER STA.       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 13 | CHEM. RESISTENT         | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 14 | SINK W/ H/C 110 degrees | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 15 | FUME HOOD               | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 16 | SAFETY CABINETS         | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 17 | GAS SHUT OFF            | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 18 | GFCI CIRCUITS           | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 19 | TILE FLOORS             | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 20 | DW BACKFOW              | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 21 | LOCKED STORAGE          | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 22 | VENTED KILN HOOD        | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |

## VOCATIONAL

- |    |                         |  |
|----|-------------------------|--|
| 23 | SAFE STORAGE            | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 24 | SINK W/ H/C 110 degrees | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 25 | SECURED EQUIPMENT       | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 26 | SAFETY ZONES MARKED     | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 27 | POSTED ZONES/ INSTR.    | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 28 | E/W                     | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 29 | GAS CYLINDER SECURED    | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |

## HOME ECONOMICS

- |    |                    |  |
|----|--------------------|--|
| 30 | DOMESTIC KITCH. OK | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 31 | VENTHOODS          | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |



Attachment 9: Facility Safety Compliance		Facility Name:	Date:	Page 2 of 3
SCHOOL BUILDING PLAN REVIEW CHECKLIST		SLAM ACADEMY	8-24-16	
PR0119495				
<b>HOME ECONOMICS</b>				
32	GFCI	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
33	SINK W/ H/C 110 degrees	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
34	H/C ALL SINKS 110 degrees	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
<b>HEALTH ROOM</b>				
35	LOCKED CABINETS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
36	TILE/CLEANABLE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
37	E/W	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
38	GFCI	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
39	NON-ABSORBENT	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
40	ISOLATED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
<b>CUSTODIAL</b>				
41	LOCKED ACCESS	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
42	BOILER BACKFLOW	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
43	MOPSINKS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
<b>PLAYGROUNDS (CPSC)</b>				
44	DRAINAGE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
45	SURFACE MEDIA	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
46	MEDIA DEPTH	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
47	RESTRICT. HEIGHT 8#	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
48	APPROVED EQUIP.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
49	ACCESS / COVER	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
50	FALL ZONES 6#	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
<b>SNACK/STORE</b>				
51	NON-PHF SEALED	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
52	DOMESTIC OK	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
53	TILE (NO CARPET)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
54	LIGHT COLOR	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
55	VERMIN PROOF	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
56	SHELVING	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
<b>WATER SUPPLY/SEWAGE</b>				
57	APPROVED (WELL)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
58	20 PSI	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
59	CROSS-CONNECTION CONTROL	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
60	ADEQUATE HOT DISTR	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
61	NON-POTABLE MARK.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
62	BACKFLOW (OTHER)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
63	NO LEAD	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
64	APPROVED SYSTEM	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
65	NO CHEMICAL TOILET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
<b>RESTROOMS/GYM (UPC GUIDES)</b>				
66	CLEANABLE/NONAB	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
67	250 FT. MAX CLASS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
68	TP/SOAP DISP.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
69	H/C/TEMP SINK 110 degrees	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
70	FAUCET 20 SECS.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
71	TOWELS/DRYERS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
72	FOUNT. @ PG/GYM	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
73	SHOWERS 110 degrees PER UPC	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
74	TILE / IMPERVIOUS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
75	1 LAV / 2 WC	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
76	ES BOYS 1:30	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A

RESTROOMS/GYM (UPC GUIDES)		
77	ES GIRLS 1:25	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
78	MS/HS BOYS 1:40	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
79	MS/HS GIRLS 1:30	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
80	KG 15# TOILETS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
WASTE		
81	DUMPSTER AREA	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
82	CAN WASH AREA	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
83	OTHER:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
VIOLATION COMMENTS		

**Violations and Corrective Actions:**

Violation	Corrective Action
No	
violations	

**Overall Inspection Comments:**

Gym not completed at time of inspection.  
 contact SNHD for gym inspection when complete  
 118.00 special circumstance fee will apply for additional inspection

Approved for operation

Inspector's name: Susan Lane John Cataline (702) 759-0579			
Reviewed by	Received by (signature)	Received by (printed)	EHS (signature)
		A. Paul Fredrickson	John Cataline

## Attachment 9: Facility Safety Compliance

08-19-2016	9899 - FIRE FINAL	08-19-2016	PASS	STASIK, BRADLEY	702-275-6523
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Attachment 10: Facility Code Compliance  
STATE OF NEVADA

BRIAN SANDOVAL  
*Governor*

BRUCE BRESLOW  
*Director*



STEVE GEORGE  
*Administrator*

TODD R. SCHULTZ CSP, CSHM, CPM  
*Chief Administrative Officer*

DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INDUSTRIAL RELATIONS  
SAFETY CONSULTATION AND TRAINING SECTION

August 4, 2016

Mr. Jacob Smoot  
Facility Manager  
SLAM Academy of Nevada  
1378 Paseo Verde Parkway, Suite 200  
Henderson, NV 89012

Dear Mr. Smoot:

This letter confirms your August 4, 2016 request for an on-site consultation survey.

We would like to commend you on your decision to seek our assistance to help improve your company's safety and health programs.

As soon as our schedule permits, one of our consultants will contact you to arrange a date and time for your consultation visit.

To assist us in providing you with an efficient and productive visit, we request that the following information be made available to our consultant during the onsite visit: certificate of workers compensation insurance; the Log of Work-Related Injuries and Illnesses (OSHA Form 300) and associated documentation; any written materials developed for your business that address health and safety issues; any written safety and health programs; safety training program outlines and documentation of training completed; and Safety Data Sheets (SDS's) for all chemicals, batch materials, or similar commercial and industrial products in use at your facility.

While not required, we request that the company's officer-in-charge participate in the consultation visit opening conference so that they can be made aware of the services to be provided and of the employer's responsibilities associated with using our service. We also encourage you to allow employee participation in our visit since the outcome of our survey will directly affect your workforce.

In addition, if you have a union work force, an employee representative must be offered the opportunity to participate in the opening conference, physical inspection of the facility, and the closing conference. If there is an objection to holding joint opening and closing conferences, the

*Your Partner for a Safer Nevada*

[www.4safenv.state.nv.us](http://www.4safenv.state.nv.us)

## Attachment 10: Facility Code Compliance

consultant will conduct separate conferences with the employer and the employee representatives. If you have a union workforce, please ensure that the employee representatives are notified of the opening and closing conference dates and times.

The consultation program is designed to help you establish and maintain a safe and healthful workplace. We look forward to working with you to implement an effective safety and health program that will improve productivity and reduce occupational injuries and illnesses.

If you need any assistance with occupational safety and health issues before we are able to schedule a consultation visit, please call our office and request to speak with one of our consultants.

Sincerely,



Bob Harris  
Consultation Supervisor

*Your Partner for a Safer Nevada*

[www.4safenv.state.nv.us](http://www.4safenv.state.nv.us)

Attachment 11 - Parcel Map

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

MAP LEGEND

PARCEL BOUNDARY

SUB BOUNDARY

PM/LD BOUNDARY

ROAD EASEMENT

MATCH / LEADER LINE

HISTORIC LOT LINE

HISTORIC SUB BOUNDARY

HISTORIC PM/LD BOUNDARY

SECTION LINE

CONDOMINIUM UNIT

AIR SPACE PCL

RIGHT OF WAY PCL

SUB-SURFACE PCL

001

ROAD PARCEL NUMBER

001

PARCEL NUMBER

1.00

ACREAGE

202

PARCEL SUB/SEQ NUMBER

PB 24-45

PLAT RECORDING NUMBER

5

BLOCK NUMBER

5

LOT NUMBER

GL5

GOV. LOT NUMBER

BOOK

T21S R62E

SEC.

34

MAP

S 2 NW 4

161-34-2

139

140

141

162

161

160

177

178

179

191

190

189

Scale: 1" = 200'

Rev: 8/14/2019

0

100

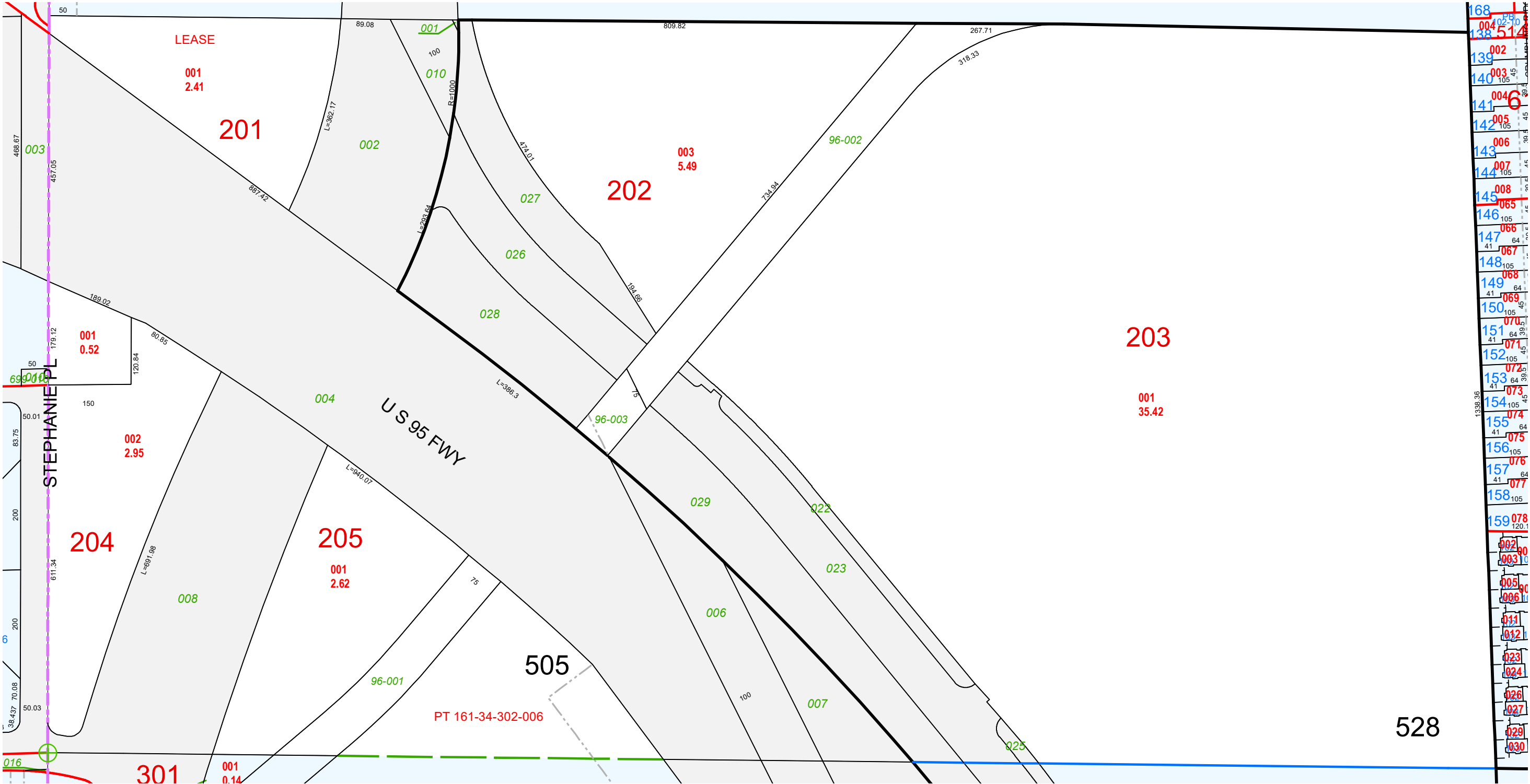
200

400

600

800

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL



## SLAM Academy of Nevada Budget Narrative

The following narrative provides an overview of SLAM's projected revenue and expenses.

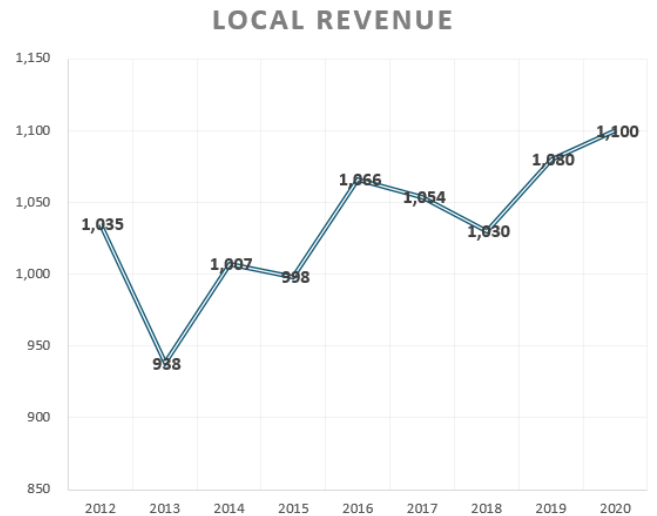
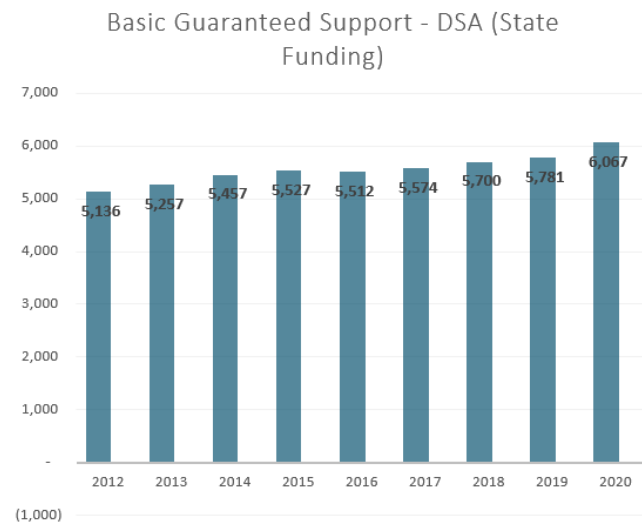
### Revenue

#### Per-Pupil Revenue:

The budget created for SLAM includes the per-pupil revenue assumption of \$7,167 for the current fiscal year of operation (2019-2020), with an estimated 1.30% increase each subsequent year thereafter. Assumption of \$7,167 was based on the per-pupil revenue anticipated to be funded during the 19-20 school year.

15     **Sec. 3.** The basic support guarantee for school districts, charter  
16 schools and university schools for profoundly gifted pupils for  
17 operating purposes for Fiscal Year 2019-2020 is an estimated  
18 weighted average of \$6,218 per pupil. For each respective school  
19 district, the basic support guarantee per pupil for Fiscal Year 2019-  
20 2020 is:

22	Carson City	\$7,184
23	Churchill	\$7,006
24	Clark	\$6,067
25	Douglas	\$6,086
26	Elko	\$7,891
27	Esmeralda	\$20,750
28	Eureka	\$11,032
29	Humboldt	\$7,431
30	Lander	\$3,517
31	Lincoln	\$12,131
32	Lyon	\$7,724
33	Mineral	\$10,152
34	Nye	\$7,967
35	Pershing	\$9,691
36	Storey	\$6,136
37	Washoe	\$6,034
38	White Pine	\$8,512





## Attachment 13: Budget Narrative

### **National School Lunch Program (NSLP):**

The budget created SLAM Academy of Nevada includes an assumptive NSLP revenue of \$35,000 per year. The National School Lunch Program is a federally assisted meal program that provides nutritionally balanced, low-cost or free lunches to children each day.

### **Special Education Funding (Part B):**

Anticipated \$950 per SPED student – Revenue is budgeted based upon prior year SPED counts which take place in October of each year.

### **SPED Discretionary Unit:**

Anticipated \$3,300 per SPED student – Revenue is budgeted based upon prior year SPED counts.

## **Expenses**

### **Expense Categories:**

1. Personnel	pg. 2
2. Benefits	pg. 4
3. Contractual	pg. 5
4. Contracted Services	pg. 5
5. Equipment	pg. 6
6. Supplies	pg. 6
7. Facility	pg. 7
8. Travel	pg. 8
9. Accounting, Audit, Legal Fees	pg. 8
10. Technology	pg. 8
11. Other	pg. 9

### **Personnel:**

#### ***Approx. 41.40% of the budget (Year 1 – Year 5)***

In the 19-20 school year, SLAM Academy of Nevada will have a combined total staff of 67, including 47 total teachers and 20 total administrative and support staff; with a total enrollment of 1,096 students. By the 23-24 school year, SLAM Academy of Nevada is estimated to expand to a total staff of 124 and a total student enrollment of 1,835; adding, throughout the years, the necessary staff in order to effectively manage the actual/projected student enrollment increases. Below are the actual and anticipated staffing positions, including the starting salary of each position:

Principal - \$124,902/year – *Develop/Implement policies, programs, curriculum activities, and budgets in a manner that promotes the educational development of each student and the professional development of each staff member.*

Assistant Principal - \$79,800/year – *Develop/implement the total school program by assisting the principal in the overall running of the school.*

## Attachment 13: Budget Narrative

Counselor - \$50,000/year – *Act as advocates for students' well-being, and as valuable resources for their educational advancement.*

Curriculum Coach - \$60,000/year – *Serves as a content specialist to assist in the development and implementation of campus instructional plans.*

Classroom Teachers (Core) - \$45,050/year – *Prepare and educate students for the world by creating lesson plans and tracking student progress to ensure academic goals are met.*

Classroom Teachers (Special) - \$45,050/year – *Prepare and educate students for the world by creating lesson plans and tracking student progress to ensure academic goals are met.*

Special Ed. Teachers - \$45,050/year – *Prepare and educate students with a wide range of learning disabilities by adapting general lesson plans and tracking student progress to ensure academic goals are met.*

Special Ed. Facilitator - \$55,000/year – *Prepare and educate students with a wide range of learning disabilities by adapting general lesson plans and tracking student progress to ensure academic goals are met.*

Office Manager - \$45,000/year – *Ensures the smooth running of day-to-day office operations by organizing and coordinating administrative duties and procedures.*

Registrar - \$40,000/year – *Responsible for maintaining student records; includes processing student enrollment, transfers, and withdrawals.*

Teacher Assistants - \$13.00/hour – *Reinforce lessons presented by teachers, as well as assist teachers with recordkeeping.*

Clinic Aide - \$13.50/hour – *Renders basic first aid to students and performs health-related records/data file management duties.*

Receptionist - \$13.50/hour – *Greet visitors, parents and students; while facilitating communication within the school and assuring records and schedules are kept up to date.*

Campus Monitor/Custodian - \$12.75/hour – *Supervise/Monitor students on school grounds while enforcing appropriate student behavior and ensuring school safety.*

Cafeteria Manager - \$12.75/hour – *Responsible for planning, managing, and supervising a small food service facility (cafeteria).*

Below are the anticipated staffing needs each year; including the anticipated student enrollment and the anticipated total staffing cost each year:

## Attachment 13: Budget Narrative

	19-20	20-21	21-22	22-23	23-24
<b>Anticipated Enrollment:</b>	1,096	1,619	1,710	1,805	1,835
<b>Position</b>	19-20	20-21	21-22	22-23	23-24
Principal	1	1	1	1	1
Assistant Principal	2	4	4	4	4
Classroom Teachers (Core)	35	55	60	64	65
Classroom Teachers (Special)	6	12	13	14	15
Special Education Teachers	6	6.0	7.0	7	7
SPED Facilitator	1	1	1	1	1
Counselor/ Student Support Advocate	2	2	3	3	3
Curriculum Coach	0	2	2	2	2
Office Manager	1	2	2	2	2
Registrar	1	1	1	1	1
Clinic Aide / FASA	1	2	2	2	2
Receptionist	1	2	2	2	2
Teacher Assistants (Including SPED)	5	8	10	11	12
Campus Monitor/Custodian	3	4	5	5	5
Cafeteria Manager	2	2	2	2	2
<b>Total Staff:</b>	<b>67</b>	<b>104</b>	<b>115</b>	<b>121</b>	<b>124</b>
<b>Total Staff Costs:</b>	<b>\$ 2,922,619</b>	<b>\$ 4,597,774</b>	<b>\$ 5,113,365</b>	<b>\$ 5,447,156</b>	<b>\$ 5,621,402</b>

*All salaries are anticipated to increase by 1.50% each year*

*Additional staff positions will be added in the following years based upon the growth of these charter schools.*

### Benefits:

**Approx. 19.65% of the budget (Year 1 – Year 5)**

Employee benefits will cover all employees except for substitute teachers and other contracted services; as they are not employed by the school. Employee benefits include, but are not limited to, the following:

- PERS (Retirement)
- Medicare
- Workers Comp
- Medical/Dental/Vision/Life/Disability

These expenses are figured at approximately 46.50% of salaries in the 19-20 school year, increasing incrementally each subsequent year thereafter. Using the total cost of salaries each year from the personnel chart above, the anticipated cost of employee benefits each year is as followed:

	19-20	20-21	21-22	22-23	23-24
Total Salaries and Wages:	\$ 2,922,619	\$ 4,597,774	\$ 5,113,365	\$ 5,447,156	\$ 5,621,402
Benefits % of Salaries:	46.50%	46.65%	46.95%	47.25%	47.55%
<b>Total Cost of Benefits:</b>	<b>\$ 1,359,018</b>	<b>\$ 2,144,861</b>	<b>\$ 2,400,725</b>	<b>\$ 2,573,781</b>	<b>\$ 2,672,977</b>

Incentives/Bonuses – SLAM Academy of Nevada’s teacher retention bonus calculation for the 19-20 school year is approximately \$65,000, calculations for each year thereafter are done after the conclusion of each year to better gauge the financial situation of each school.

## Attachment 13: Budget Narrative

### **Contractual:**

#### ***Approx. 7.36% of the budget (Year 1 – Year 5)***

Academica Nevada Management Fee – \$450 per student – Academica Nevada is an Educational Management Service Provider whose services to SLAM include, and are not limited to, the following:

- Identification, design, and procurement of facilities and equipment
- Staffing recommendations and human resource coordination
- Regulatory compliance and state reporting
- Legal and corporate upkeep
- Public relations and marketing
- The maintenance of the books and records of the charter school
- Bookkeeping, budgeting and financial forecasting

SLAM Academy, Inc. Affiliation Fee – 1.00% of DSA revenue – Trademark License Agreement between SLAM Academy, Inc. (“Licensor”), and the school, SLAM Academy of Nevada (“Licensee”). SLAM Academy, Inc. grants SLAM Academy of Nevada a non-exclusive, non-transferable, royalty-free license to use the trademark in connection with the development and establishment of the school of SLAM Academy of Nevada in the State of Nevada.

- 0.50% of the 1.00% SLAM Academy, Inc. Affiliation Fee goes back to the school for Professional Development.

### **Contracted Services:**

#### ***Approx. 3.35% of the budget (Year 1 – Year 5)***

Special Education Contracted Services –Anticipated expense of \$943,203 during the 19-20 school year, increasing incrementally as SPED student enrollment increases and as the newer campuses begin to grow. Special Education Contracted Services include speech therapy, occupational therapy, physical therapy, nursing, and psychological services. The budgeted expenses are based off the charter schools Academica Nevada works closely with.

Data Analyst Contracted Services – \$2,102 annual expense for the 19-20 school year, incrementally increasing each year thereafter. The SLAM Data Analyst maintains accurate data files of student achievement and works with site based staff to interpret the data and plan for improved instructions. Essential duties include:

- Analyze and prepare reports from local, state, and national assessment data as it relates to individual’s student performance and school improvement.
- Develop and maintain historical student and school data files to monitor track performance.
- Interpret and review assessment data with administrators and teachers; support the planning of action steps.
- Compile data from multiple assessments to develop student, subject, grade-level, or school achievement profiles.
- Work with staff in schools in one-on-one and group settings to conduct training in the use of data to improve student results.

## Attachment 13: Budget Narrative

Substitute Teachers - \$165/day – *Manage the learning environment while providing instruction in the absence of a classroom teacher.* (10 days per teacher) SLAM will contract with a staffing agency for substitute teachers. Pricing is based on the rates given by Kelly Educational Staffing, an experienced provider of substitute teachers nationwide, who has and is currently serving charter schools similar in size of the proposed charter. The substitute teacher services provided, which include educational staffing and placement needs; are conservatively priced at \$165 per day, for 10 days per teacher.

### **Equipment:**

#### ***Approx. 3.20% of the budget (Year 1 – Year 5)***

FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academica Nevada's standing relationship with the lending institution Vectra Bank allows SLAM to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The leases include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45<sup>th</sup> month for a 6% residual. SLAM budgets \$1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years.

Below is a yearly breakdown of the actual and anticipated FFE Lease cost over the next 5 years:

	SLAM
<b>2019-2020</b>	\$ 296,394.96
<b>2020-2021</b>	\$ 372,434.28
<b>2021-2022</b>	\$ 299,893.74
<b>2022-2023</b>	\$ 273,248.22
<b>2023-2024</b>	\$ 231,029.88

The amounts budgeted for FFE Lease payments include slight cushions to account for any potential overages any of the schools may have.

Copier/Printing – Anticipated copier lease at a rate of roughly \$55,000 annually. Includes a cushion to account for overages in printing, which will also incrementally increase as student enrollment increases.

### **Supplies:**

#### ***Approx. 2.12% of the budget (Year 1 – Year 5)***

Consumables – \$95 per student except for the first year of operation where most of the materials are incorporated into the FFE Lease. This includes items that can't be used more than once or by multiple students (i.e. workbooks).

Office Supplies – \$13 per student – utilized by administrative staff

Classroom Supplies – \$27 per student – utilized by teaching staff

Copier Supplies – \$4 per student

Nursing Supplies – \$2.50 per student

SPED Supplies – \$120 per SPED student– utilized by SPED teaching staff

## Attachment 13: Budget Narrative

### Facility:

#### ***Approx. 19.22% of the budget (Year 1 – Year 5)***

Scheduled Lease Payment – Within SLAM’s current lease agreement contains an option agreement granting the tenant the option to purchase the premises in accordance with the terms and conditions of such option agreement. The first option date is 47 months after the lease commencement date.

Below is a breakdown of SLAM’s yearly lease payments and the anticipated lease payments:

<b>Scheduled Lease Payment</b>		
<b>Year</b>	<b>SLAM</b>	<b>Notes</b>
<b>2019-2020</b>	<b>\$ 1,500,000</b>	<b><i>07/01/20 - First Purchase Option Date</i></b>
<b>2020-2021</b>	<b>\$ 1,931,328</b>	
<b>2021-2022</b>	<b>\$ 2,226,766</b>	
<b>2022-2023</b>	<b>\$ 2,374,422</b>	
<b>2023-2024</b>	<b>\$ 2,433,783</b>	

Scheduled Bond Payment – As mentioned above, SLAM’s lease agreement contains an option agreement granting the tenant the option to purchase the premises 47 months after the lease commencement date. Issuing a Charter School Lease Revenue Bond allows SLAM to be able to finance the cost of acquiring, constructing and equipping their facility.

Below is the anticipated bond payment schedule for SLAM:

<b>Scheduled Bond Payment</b>		
<b>Year</b>	<b>SLAM</b>	<b>Notes</b>
<b>2019-2020</b>	<b>\$ -</b>	<b><i>Bond Series 2020 - anticipated payments</i></b>
<b>2020-2021</b>	<b>\$ 1,655,000</b>	
<b>2021-2022</b>	<b>\$ 1,655,000</b>	
<b>2022-2023</b>	<b>\$ 1,655,000</b>	
<b>2023-2024</b>	<b>\$ 1,655,000</b>	

Facility/School Insurance - \$28,688 annually - based upon the current yearly figures being paid as part of the SLAM Academy of Nevada insurance bundle. Increasing by 5% each subsequent year thereafter

Fire & Security Alarms - Approximately \$8,500 in the 19-20 school year, based upon actual expenses of prior years. Increasing by 3% each subsequent year thereafter.

Public Utilities (electricity, water, sewer, trash) – Utility expenses have a direct correlation to the size and student population of a school; as student enrollment increases, public utilities increase as well. Each campus, on average, is budgeted for roughly \$145,000 for the 19-20 school year increasing substantially to account for the increased enrollment anticipated in the 20-21 school year.

Contracted Janitorial – Approximately \$0.11 per sq. ft. per month (rate at which the charter schools working with Academica Nevada pay as of right now), including a cushion for any major/miscellaneous janitorial expenses.

Custodial Supplies - \$15 per student

## Attachment 13: Budget Narrative

Facility Maintenance – Estimated \$34,000 per year, dependent on facility size and student population, amount will vary per campus.

Lawn Care - basic lawn care assumption of \$12,000 annually, increasing by 3% each subsequent year thereafter.

AC Maintenance & Repair – basic AC Maintenance & Repair assumption of \$16,000 annually, increasing as student enrollment increases and to account for general AC wear and tear.

### **Athletics:**

***Approx. 0.52% of the budget (Year 1 – Year 5)***

Athletics – SLAM Academy of Nevada has budgeted \$40,000 for the 19-20 school year for their athletic program, incrementally increasing each year as student enrollment increases.

### **Travel:**

***Approx. 0.02% of the budget (Year 1 – Year 5)***

Travel costs associated with recruitment and staff development are estimated to be \$2,000 per campus per year.

### **Accounting, Audit, and Legal Fees:**

***Approx. 0.26% of the budget (Year 1 – Year 5)***

Audit/Accounting – anticipated \$22,000 per year – includes an annual audit expense and expenses associated with accounting. Based upon previous audits performed and the rates of other charter schools working closely with Academica Nevada.

Legal Fees - 5,000 per year – based upon actual expenses and the expenses of other charter schools working with Academica Nevada.

### **Technology:**

***Approx. 0.90% of the budget (Year 1 – Year 5)***

Intellatek IT Monthly Services - IT services will include set-up and continual maintenance/monitoring of computers, server, network, firewall and other technology related hardware. For continual maintenance/monitoring of technology related hardware for the school, a fee of \$3.50 per month per student is necessary to insure quality work is being done and the needs of the school are being met taking into consideration enrollment growth (equates to \$42.00 per year per student).

Intellatek IT Set-up Fees - Intellatek's initial start-up fee is dependent on how much new equipment is acquired by a school and/or if a school is opening for the first time. The initial start-up fee can be as high as \$15,000 per year per campus and as low as \$5,000 per year per campus. The budget reflects this wide variance and takes into consideration how much new equipment each school is anticipated to need each year, and whether it's a school's first year of operation.

Infinite Campus - \$2,000 per campus per year. Infinite campus is an education software utilized by both the faculty of the school and parents/guardians of the students.

Website - \$3,000 per campus per year – Amount allocated for website upkeep and maintenance.



## Attachment 13: Budget Narrative

Phone & Communications – annual average contract expense of \$20,000 per year per campus for the 19-20 school year, with an estimated 5.00% contract increase each subsequent year thereafter.

### **Other:**

#### ***Approx. 1.76% of the budget (Year 1 – Year 5)***

State Administrative Fee - 1.5% of DSA revenue – the state charges 1.5% of DSA revenue for the state sponsor fee.

Tuition Reimbursement – \$5,000 per year– Employee benefits in which the school pays all, or a portion, of an employee's tuition for coursework and/or training.

Dues and Fees - Assumption of \$5,000 annually.

Lunch Program - Assumes SLAM will qualify for reimbursed student meals from the National School Lunch Program and School Breakfast Program. Assumes that meals will be paid for by students not eligible for these programs. The amount of \$1,000 per year has been budgeted for any potential overages or one-time costs associated with providing food services.

Loan Payments – Loan payments to Academica Nevada for start-up loan, will be paid back by the end of the 2019-2020 school year.

Postage - Estimate of \$1,000 per year, based upon prior year usage; incrementally increasing as student enrollment increases.

Background and Fingerprinting - \$75 per new employee

Miscellaneous Expenses (Other Purchases) – Estimate of \$1,000-\$1,500 per year per campus, for miscellaneous expenses that may arise throughout the year.

# Attachment 14: School Budget

SLAM	19-20	20-21	21-22	22-23	23-24	24-25
WLTE Gross Value \$	7,167	\$ 7,260	\$ 7,355	\$ 7,450	\$ 7,547	\$ 7,645
Total Students (FTEs)	1,096	1,619	1,710	1,805	1,835	1,835
Kinder	-	75	75	75	75	75
1st Grade	-	100	100	100	100	100
2nd Grade	-	100	100	100	100	100
3rd Grade	-	75	100	100	100	100
4th Grade	-	50	50	100	100	100
5th Grade	-	25	50	100	100	100
6th Grade	192	180	180	180	180	180
7th Grade	192	192	180	180	180	180
8th Grade	192	192	180	180	180	180
9th Grade	192	192	180	180	180	180
10th Grade	146	192	185	180	180	180
11th Grade	112	146	180	180	180	180
12th Grade	70	100	150	150	180	180
Total Students (FTEs)	1,096	1,619	1,710	1,805	1,835	1,835
<b>Prior Year Numbers</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
SPED	88	130	137	145	147	147
ELL	-	-	-	-	-	-
Gate	-	-	-	-	-	-
FRL %	-	-	-	-	-	-
<b>TEACHING STAFF</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
Classroom Teachers	35	55	60	64	65	65
SPED Teachers	6	6	7	7	7	7
Art Teacher	1	2	2	2	2	2
Music	1	2	2	2	2	2
PE Teacher	1	2	2	2	2	2
Dance	0	0	0	0	0	0
Technology (STEM)	1	2	2	2	2	2
Additional Core	0	0	0	0	0	0
Spanish / Language	1	2	2	2	2	2
Additional Elective Teachers	1	2	3	4	4.5	4.5
<b>Total Teaching Staff</b>	<b>47.00</b>	<b>73.00</b>	<b>80.00</b>	<b>85.00</b>	<b>86.50</b>	<b>86.50</b>
<b>ADMIN &amp; SUPPORT</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
Executive Director & Assistant	0	0	0	0	0	0
Principal	1	1	1	1	1	1
Assistant Principal	2	4	4	4	4	4
Lead Teacher(s)	0	0	0	0	0	0
Counselor/ Student Support Advocate	2	2	3	3	3	3
Curriculum Coach	0	2	2	2	2	2
Office Manager	1	2	2	2	2	2
Registrar	1	1	1	1	1	1
Clinic Aide/ FASA	1	2	2	2	2	2
Receptionist	1	2	2	2	2	2
Teacher Assistants (Including SPED)	5	8	10	11	12	12
Campus Monitor/Custodian	3	4	5	5	5	5
Cafeteria Manager	2	2	2	2	2	2
SPED Facilitator	1	1	1	1	1	1
Speech Pathologist	0	0	0	0	0	0
School Psychologist	0	0	0	0	0	0
School Nurse	0	0	0	0	0	0
Gate Teacher	0	0	0	0	0	0
<b>Total Admin &amp; Support</b>	<b>20.00</b>	<b>31.00</b>	<b>35.00</b>	<b>36.00</b>	<b>37.00</b>	<b>37.00</b>
<b>Total # Teachers</b>	<b>47.00</b>	<b>73.00</b>	<b>80.00</b>	<b>85.00</b>	<b>86.50</b>	<b>86.50</b>
<b>Total # Admin &amp; Support</b>	<b>20.00</b>	<b>31.00</b>	<b>35.00</b>	<b>36.00</b>	<b>37.00</b>	<b>37.00</b>
<b>Total Staff</b>	<b>67.00</b>	<b>104.00</b>	<b>115.00</b>	<b>121.00</b>	<b>123.50</b>	<b>123.50</b>
<b>Total Salaries &amp; Benefits as % of Expenses</b>	<b>56.64%</b>	<b>60.79%</b>	<b>62.43%</b>	<b>63.42%</b>	<b>64.04%</b>	<b>64.52%</b>
<b>Instruction Salaries as % of Total Salaries</b>	<b>72.45%</b>	<b>72.64%</b>	<b>72.67%</b>	<b>73.58%</b>	<b>73.63%</b>	<b>73.61%</b>
<b>Admin &amp; Support Salaries as % of Total Salaries</b>	<b>27.55%</b>	<b>27.36%</b>	<b>27.33%</b>	<b>26.42%</b>	<b>26.37%</b>	<b>26.39%</b>
<b>Rent as % of Expenses</b>	<b>19.27%</b>	<b>14.70%</b>	<b>13.54%</b>	<b>12.89%</b>	<b>12.59%</b>	<b>12.47%</b>
<b>REVENUE (@ 100%)</b>						
Budget Revenue	7,855,032	11,754,217	12,576,286	13,447,543	13,848,772	14,028,806
NSLP	35,000	35,000	35,000	35,000	35,000	35,000
Special Ed Funding (Part B)	83,600	123,493	130,434	137,681	139,969	139,969
SPED Discretionary Unit	290,400	428,976	453,088	478,259	486,208	486,208
Other:	-	-	-	-	-	-
<b>Total Revenues</b>	<b>8,264,032</b>	<b>12,341,686</b>	<b>13,194,808</b>	<b>14,098,483</b>	<b>14,509,949</b>	<b>14,689,983</b>

# Attachment 14: School Budget

EXPENSES						
Personnel Costs	19-20	20-21	21-22	22-23	23-24	24-25
Principal	124,902	126,776	128,677	130,607	132,566	134,555
Assistant Principal(s)	168,685	321,215	326,033	330,924	335,888	340,926
Lead Teacher	-	-	-	-	-	-
Curriculum Coach	-	120,000	121,800	123,627	125,481	127,364
Counselor / Student Support Advocate/Dean	102,921	104,465	161,032	163,447	165,899	168,387
Teachers Salaries	1,847,050	3,065,250	3,390,850	3,677,700	3,804,075	3,859,725
SPED Teachers	270,300	274,500	325,150	330,050	334,950	339,850
Office Manager/ Registrar / Banker	90,782	137,143	139,200	141,288	143,408	145,559
Secretary & FASA	41,040	83,600	85,120	86,640	88,160	89,680
Teacher Assistants (including SPED)	93,600	152,640	194,400	217,800	241,920	246,240
Campus Monitors	73,440	99,840	127,200	129,600	132,000	134,400
<b>Unrestricted Salaries</b>	<b>2,812,719</b>	<b>4,485,429</b>	<b>4,999,463</b>	<b>5,331,684</b>	<b>5,504,347</b>	<b>5,586,686</b>
<b>Restricted Salaries</b>						
SPED Facilitator	55,000	55,825	56,662	57,512	58,375	59,251
Speech Pathologist	-	-	-	-	-	-
School Psychologist	-	-	-	-	-	-
School Nurse	-	-	-	-	-	-
Cafeteria Manager	34,200	34,920	35,640	36,360	37,080	37,800
NSLP Manager	-	-	-	-	-	-
On Campus Sub	20,700	21,600	21,600	21,600	21,600	21,600
<b>Total Salaries and Wages</b>	<b>2,922,619</b>	<b>4,597,774</b>	<b>5,113,365</b>	<b>5,447,156</b>	<b>5,621,402</b>	<b>5,705,337</b>
PERS - 29.25%	854,866	1,344,849	1,495,659	1,593,293	1,644,260	1,668,811
Insurances/Employment Taxes/Other Benefits	504,152	800,013	905,066	980,488	1,028,717	1,061,193
Incentives / Bonuses	65,000	-	-	-	-	-
Tuition Reimbursements	5,000	5,000	5,000	5,000	5,000	5,000
Subst. Teachers (10 days/Teacher)	56,850	98,850	110,400	118,650	121,125	121,125
<b>Total Payroll / Benefits and Related</b>	<b>4,408,488</b>	<b>6,846,485</b>	<b>7,629,490</b>	<b>8,144,588</b>	<b>8,420,504</b>	<b>8,561,465</b>
<b>Operations</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
Consumables	104,120	153,805	162,450	171,475	174,325	174,325
Zion's FFE Lease - payments	300,000	375,000	300,000	275,000	235,000	175,000
Office Supplies	14,248	21,047	22,230	23,465	23,855	23,855
Classroom Supplies	29,592	43,713	46,170	48,735	49,545	49,545
Copier Supplies	4,384	6,476	6,840	7,220	7,340	7,340
Nursing Supplies	2,740	4,048	4,275	4,513	4,588	4,588
SPED Supplies	10,560	15,599	16,476	17,391	17,680	17,680
Athletics	40,000	55,000	60,000	65,000	70,000	75,000
Dues and Fees	5,000	10,000	10,000	10,000	10,000	10,000
Lunch Program	1,000	1,000	1,000	1,000	1,000	1,000
Travel Reimbursement	2,000	2,000	2,000	2,000	2,000	2,000
Special Education Contracted Services	109,600	242,850	342,000	361,000	367,000	367,000
Contracted Data Services	2,102	2,207	2,317	2,433	2,555	2,683
Management Fee	493,200	728,550	769,500	812,250	825,750	825,750
Payroll Services	18,080	26,960	29,600	31,040	31,640	31,640
Audit/Tax	22,000	23,100	24,255	25,468	26,741	28,078
Legal Fees	5,000	5,000	5,000	5,000	5,000	5,000
IT Services - Monthly	46,032	67,998	71,820	75,810	77,070	77,070
IT Set-up Fees	5,000	15,000	10,000	5,000	5,000	5,000
Website	3,000	3,000	3,000	3,000	3,000	3,500
Copier / Printing	55,000	82,500	86,625	90,956	95,504	100,279
Infinite Campus	2,000	2,000	2,000	2,000	2,000	2,000
State Administrative Fee (1.5%)	117,825	176,313	188,644	201,713	207,732	210,432
Affiliation Fee - Inc. (1/2 of 1%)	39,275	58,771	62,881	67,238	69,244	70,144
Affiliation Fee - Professional Development (1/2 of 1%)	39,275	58,771	62,881	67,238	69,244	70,144
Phone and Communications (with E-rate discount)	20,000	21,000	22,050	23,153	24,310	25,526
Postage	1,000	1,250	1,500	1,500	1,500	1,500
Background and Fingerprinting	1,000	1,250	1,250	1,250	1,250	1,250
Facility and School Insurances	28,688	30,122	31,629	33,210	34,870	36,614
Loan Payments	15,000	-	-	-	-	-
Other Purchases	1,000	1,000	1,000	1,500	1,500	1,500
<b>Total</b>	<b>1,537,722</b>	<b>2,235,331</b>	<b>2,349,394</b>	<b>2,436,557</b>	<b>2,446,243</b>	<b>2,405,443</b>
<b>Facilities</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
Public Utilities	145,000	225,000	275,000	283,250	291,748	300,500
Fire and Security alarms	8,500	17,000	17,510	18,035	18,576	19,134
Contracted Janitorial	105,745	158,618	163,376	168,277	173,326	178,525
Custodial Supplies	16,440	24,285	25,650	27,075	27,525	27,525
Facility Maintenance / Repairs / Capital Outlay	34,000	68,000	71,400	74,970	78,719	82,654
Lawn Care	12,000	12,600	12,978	13,367	13,768	14,181
AC Maintenance & Repair	16,000	20,000	21,000	22,050	23,153	24,310
<b>Total</b>	<b>337,685</b>	<b>525,503</b>	<b>586,914</b>	<b>607,025</b>	<b>626,814</b>	<b>646,830</b>
<b>Total Expenses</b>	<b>6,283,894</b>	<b>9,607,318</b>	<b>10,565,798</b>	<b>11,188,170</b>	<b>11,493,561</b>	<b>11,613,738</b>
<b>Scheduled Lease Payment</b>	<b>1,500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Anticipated Bond Payment Addition</b>		<b>1,655,000</b>	<b>1,655,000</b>	<b>1,655,000</b>	<b>1,655,000</b>	<b>1,655,000</b>
<b>Surplus (Revenues-Total Expenses-Lease-Bond)</b>	<b>480,138</b>	<b>1,079,367</b>	<b>974,010</b>	<b>1,255,313</b>	<b>1,361,388</b>	<b>1,421,245</b>
	5.8%	8.7%	7.4%	8.9%	9.4%	9.7%
<b>SLAM</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>

# Attachment 17: Audit Information

## INDEPENDENT AUDIT DATA

Supply the requested data from each independent audit performed for the organization or a school in the past four years  
 - Please check the calculated values below and make sure they correspond with internal records  
 - Discrepancies between published data and reported data must be thoroughly explained on next tab

Entity Description Data						Independent Audit Data																	
State	Entity ID	School ID	School/Entity Name (as it appears on Independent Audit)	First Fiscal Year of Operation	Fiscal Year	Cash	Total Current Assets	Non Current Assets	Total Assets	Current Liabilities	Non Current Liabilities	Total Liabilities	Net Assets	Funding	Expenditures	Change in Net Assets	Current Ratio	Unrestricted Days Cash	Debt to Asset Ratio	Surplus Margin	Cash Flow	Net Position (Beginning of Year)	Net Position (End of Year)
NV	46-5122331		Mater Academy of Nevada	2017-2018	2018	\$ 1,148,834	\$ 2,692,203	\$ 1,019,659	\$ 3,711,862	\$ 1,674,528	\$ 8,091,330	\$ 9,765,858	\$ 622,328	\$ 16,318,578	\$ 16,183,403	\$ 135,175	1.61	25.91	2.63	0.01	\$ 784,110	\$ 487,151	\$ 622,328
NV	46-1907920		Doral Academy of Nevada	2017-2018	2018	\$ 7,357,580	\$ 12,699,531	\$ 25,153,736	\$ 37,763,267	\$ 5,104,883	\$ 49,645,937	\$ 54,750,820	\$ 133,138	\$ 40,161,058	\$ 40,296,127	\$ (115,069)	2.47	66.64	1.45	(0.00)	\$ 2,453,338	\$ 268,205	\$ 133,138
NV	45-5065099		Pinecrest Academy of Nevada	2017-2018	2018	\$ 4,820,215	\$ 6,421,426	\$ 2,064,927	\$ 8,486,353	\$ 2,956,409	\$ 22,187,036	\$ 25,143,445	\$ (1,349,665)	\$ 33,862,243	\$ 34,610,981	\$ (748,738)	2.17	50.83	2.96	(0.02)	\$ 2,298,770	\$ (600,924)	\$ (1,349,665)
NV	27-5393412		Somerset Academy of Las Vegas	2017-2018	2018	\$ 12,990,269	\$ 22,651,001	\$ 81,543,668	\$ 104,197,669	\$ 5,233,509	\$ 127,051,103	\$ 132,284,612	\$ (8,423,736)	\$ 52,196,541	\$ 52,197,610	\$ (1,069)	4.33	90.84	1.27	(0.00)	\$ 6,192,714	\$ (9,423,668)	\$ (9,424,737)
NV	81-1668405		SLAM Academy of Nevada	2017-2018	2018	\$ 515,858	\$ 729,115	\$ 466,470	\$ 1,195,585	\$ 558,550	\$ 2,447,603	\$ 3,006,153	\$ 427,123	\$ 5,828,120	\$ 5,770,865	\$ 57,255	1.31	32.63	2.51	0.01	\$ 515,858	\$ 369,868	\$ 427,123
NV	81-5173587		Doral Academy of Northern Nevada	2017-2018	2018	\$ 1,781,896	\$ 15,446,574	\$ 5,439,812	\$ 20,886,386	\$ 454,498	\$ 21,235,793	\$ 21,690,291	\$ (658,806)	\$ 1,397,866	\$ 2,056,672	\$ (658,806)	33.99	316.24	1.04	(0.47)	\$ 1,781,896	\$ -	\$ (658,806)
NV	81-5174782		Mater Academy of Northern Nevada	2017-2018	2018	\$ 335,769	\$ 506,324	\$ 139,789	\$ 646,113	\$ 532,759	\$ 100,759	\$ 633,518	\$ 216,396	\$ 1,815,934	\$ 1,599,538	\$ 216,396	0.95	76.62	0.98	0.12	\$ 335,769	\$ -	\$ 216,396
NV	46-5122331		Mater Academy of Nevada	2016-2017	2017	\$ 364,724	\$ 1,493,205	\$ 462,215	\$ 1,955,420	\$ 1,018,780	\$ 4,917,293	\$ 5,936,073	\$ 487,151	\$ 9,507,679	\$ 9,708,043	\$ (200,364)	1.47	13.71	3.04	(0.02)	\$ 356,208	\$ 687,515	\$ 487,151
NV	46-1907920		Doral Academy of Nevada	2016-2017	2017	\$ 4,904,242	\$ 5,600,581	\$ 2,563,608	\$ 8,164,189	\$ 3,187,829	\$ 15,971,347	\$ 19,159,176	\$ 268,205	\$ 29,501,449	\$ 29,762,798	\$ (261,349)	1.76	60.14	2.35	(0.01)	\$ 2,727,428	\$ 529,554	\$ 268,205
NV	45-5065099		Pinecrest Academy of Nevada	2016-2017	2017	\$ 2,521,445	\$ 5,288,828	\$ 2,289,463	\$ 7,578,291	\$ 2,917,222	\$ 14,957,746	\$ 17,874,968	\$ (600,924)	\$ 29,305,075	\$ 28,912,184	\$ 392,891	1.81	31.83	2.36	0.01	\$ 1,437,951	\$ (993,815)	\$ (600,924)
NV	27-5393412		Somerset Academy of Las Vegas	2016-2017	2017	\$ 6,797,555	\$ 15,299,189	\$ 39,409,597	\$ 54,708,786	\$ 5,079,923	\$ 73,904,866	\$ 79,884,789	\$ (9,423,668)	\$ 47,015,649	\$ 48,334,574	\$ (1,318,925)	2.56	51.33	1.46	(0.03)	\$ 592,318	\$ (8,104,743)	\$ (9,423,668)
NV	81-1668405		SLAM Academy of Nevada	2016-2017	2017	\$ -	\$ 448,520	\$ 431,549	\$ 880,069	\$ 458,505	\$ 312,026	\$ 770,531	\$ 369,868	\$ 3,677,755	\$ 3,307,887	\$ 369,868	0.98	0.00	0.88	0.10	\$ -	\$ -	\$ 369,868
NV	46-5122331		Mater Academy of Nevada	2015-2016	2016	\$ 8,516	\$ 942,949	\$ 487,174	\$ 1,430,123	\$ 700,717	\$ 1,666,226	\$ 2,366,943	\$ 687,515	\$ 6,557,805	\$ 6,028,026	\$ 529,779	1.35	0.52	1.66	0.08	\$ (9,632)	\$ 157,736	\$ 687,515
NV	46-1907920		Doral Academy of Nevada	2015-2016	2016	\$ 2,176,814	\$ 3,879,919	\$ 1,549,618	\$ 5,429,537	\$ 1,891,290	\$ 7,779,693	\$ 9,670,983	\$ 529,554	\$ 18,055,798	\$ 17,316,796	\$ 739,002	2.05	45.88	1.78	0.04	\$ 690,337	\$ (209,448)	\$ 529,554
NV	45-5065099		Pinecrest Academy of Nevada	2015-2016	2016	\$ 1,083,494	\$ 3,212,540	\$ 1,521,307	\$ 4,733,847	\$ 1,785,354	\$ 5,094,084	\$ 6,879,358	\$ (993,815)	\$ 17,665,570	\$ 16,256,319	\$ 1,409,251	1.80	24.33	1.45	0.08	\$ (78,315)	\$ (2,403,066)	\$ (993,815)
NV	27-5393412		Somerset Academy of Las Vegas	2015-2016	2016	\$ 6,205,237	\$ 18,817,850	\$ 34,828,815	\$ 53,646,665	\$ 4,552,047	\$ 62,872,574	\$ 67,474,621	\$ (8,104,743)	\$ 39,665,718	\$ 39,382,738	\$ 282,980	4.13	57.51	1.26	0.01	\$ 2,250,201	\$ (8,387,723)	\$ (8,104,743)
NV	46-5122331		Mater Academy of Nevada	2014-2015	2015	\$ 18,148	\$ 234,180	\$ 248,284	\$ 482,464	\$ 299,143	\$ 178,898	\$ 478,041	\$ 157,736	\$ 2,165,379	\$ 2,007,643	\$ 157,736	0.78	3.30	0.99	0.07	\$ 18,148	\$ -	\$ 157,736
NV	46-1907920		Doral Academy of Nevada	2014-2015	2015	\$ 1,486,477	\$ 2,551,892	\$ 1,058,788	\$ 3,610,680	\$ 1,185,892	\$ 2,905,228	\$ 4,091,120	\$ (209,448)	\$ 11,540,277	\$ 9,970,714	\$ 1,569,563	2.15	54.42	1.13	0.14	\$ 976,173	\$ (1,779,011)	\$ (209,448)
NV	45-5065099		Pinecrest Academy of Nevada	2014-2015	2015	\$ 1,161,809	\$ 1,945,012	\$ 507,728	\$ 2,353,540	\$ 715,222	\$ 3,680,102	\$ 4,395,324	\$ (2,403,066)	\$ 6,780,349	\$ 6,647,802	\$ 12,547	2.58	63.79	1.87	0.01	\$ (460,432)	\$ (2,455,654)	\$ (2,403,066)
NV	27-5393412		Somerset Academy of Las Vegas	2014-2015	2015	\$ 3,955,036	\$ 19,406,000	\$ 32,421,280	\$ 51,827,280	\$ 3,529,571	\$ 56,026,029	\$ 59,555,600	\$ (8,387,723)	\$ 31,560,824	\$ 30,105,962	\$ 1,454,862	5.50	47.95	1.15	0.05	\$ 2,251,253	\$ (9,842,585)	\$ (8,387,723)
NV	46-1907920		Doral Academy of Nevada	2013-2014	2014	\$ 510,304	\$ 1,017,714	\$ -	\$ 1,017,714	\$ 247,888	\$ 17,831	\$ 265,719	\$ 751,995	\$ 4,920,517	\$ 4,168,522	\$ 751,995	4.11	44.68	0.26	0.15	\$ 510,304	\$ -	\$ 751,995
NV	45-5065099		Pinecrest Academy of Nevada	2013-2014	2014	\$ 1,622,241	\$ 1,776,283	\$ 21,274	\$ 1,797,557	\$ 338,444	\$ -	\$ 338,444	\$ 1,459,113	\$ 6,060,552	\$ 5,339,215	\$ 721,337	5.25	110.90	0.19	0.12	\$ 660,279	\$ 737,776	\$ 1,459,113
NV	27-5393412		Somerset Academy of Las Vegas	2013-2014	2014	\$ 1,723,783	\$ 3,902,921	\$ 173,984	\$ 4,076,905	\$ 1,241,017	\$ 104,959	\$ 1,345,976	\$ 2,730,929	\$ 19,468,500	\$ 18,097,343	\$ 1,371,157	3.14	34.77	0.33	0.07	\$ 514,475	\$ 1,359,772	\$ 2,730,929
NV	45-5065099		Pinecrest Academy of Nevada	2012-2013	2013	\$ 961,962	\$ 1,114,206	\$ -	\$ 1,114,206	\$ 376,430	\$ -	\$ 376,430	\$ 737,776	\$ 4,758,906	\$ 4,021,130	\$ 737,776	2.96	87.32	0.34	0.16	#REF!	\$ -	\$ 737,776
NV	27-5393412		Somerset Academy of Las Vegas	2012-2013	2013	\$ 1,209,308	\$ 2,238,199	\$ -	\$ 2,238,199	\$ 878,427	\$ -	\$ 878,427	\$ 1,359,772	\$ 11,486,000	\$ 10,585,090	\$ 900,910	2.55	41.70	0.39	0.08	\$ 154,430	\$ 458,062	\$ 1,359,772
NV	27-5393412		Somerset Academy of Las Vegas	2011-2012	2012	\$ 1,054,878	\$ 1,092,540	\$ 4,099,196	\$ 5,191,736	\$ 623,352	\$ 4,317,489	\$ 4,940,841	\$ 250,895	\$ 6,324,089	\$ 6,073,194	\$ 250,895	1.75	63.40	0.95	0.04	\$ 1,054,878	\$ -	\$ 250,895

# Attachment 18: Gantt Chart

## SLAM ACADEMY PHASE IV


ID	Task Name	Duration	Start	Finish	3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	Notice to Proceed	1 day	Thu 8/1/19	Thu 8/1/19	◆	8/1													
2	Schematic Design	20 days	Fri 8/2/19	Thu 8/29/19															
3	Design Development	30 days	Fri 8/30/19	Thu 10/10/19															
4	Construction Documents	40 days	Fri 10/11/19	Thu 12/5/19															
5	Administrative Use Permit	20 days	Fri 8/23/19	Thu 9/19/19															
6	<b>Building Permit</b>	<b>30 days</b>	<b>Fri 12/6/19</b>	<b>Thu 1/16/20</b>															
7	City of Henderson	30 days	Fri 12/6/19	Thu 1/16/20															
8	Nevada State Fire Marshal	30 days	Fri 12/6/19	Thu 1/16/20															
9	Southern Nevada Health District	10 days	Fri 12/6/19	Thu 12/19/19															
10	Bidding	30 days	Fri 12/6/19	Thu 1/16/20															
11	<b>Construction</b>	<b>146 days?</b>	<b>Fri 1/17/20</b>	<b>Fri 8/7/20</b>															
12	Grading/Utilities	20 days	Fri 1/17/20	Thu 2/13/20															
13	Building	120 days	Fri 2/7/20	Thu 7/23/20															
14	Sitework	30 days	Fri 5/29/20	Thu 7/9/20															
15	Final Inspections	5 days	Fri 7/24/20	Thu 7/30/20															
16	Certificate of Occupancy	1 day	Fri 7/31/20	Fri 7/31/20															
17	Owner Move In	5 days	Mon 8/3/20	Fri 8/7/20															
18																			

Project: 20191002 SLAM Schedule Ow Date: Wed 10/2/19	Task		Manual Summary Rollup	
	Split		Manual Summary	
	Milestone		Start-only	
	Summary		Finish-only	
	Project Summary		External Tasks	
	Inactive Task		External Milestone	
	Inactive Milestone		Deadline	
	Inactive Summary		Progress	
	Manual Task		Manual Progress	
	Duration-only			




















## Attachment 18: Gantt Chart

### SLAM ACADEMY

#### PHASE IV

ID		Task Name	Duration	Start	Finish	3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
						Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
19																				
20																				
21					t															



Project: 20191002 SLAM Schedule Ow Date: Wed 10/2/19	Task		Manual Summary Rollup	
	Split		Manual Summary	
	Milestone		Start-only	
	Summary		Finish-only	
	Project Summary		External Tasks	
	Inactive Task		External Milestone	
	Inactive Milestone		Deadline	
	Inactive Summary		Progress	
	Manual Task		Manual Progress	
	Duration-only			

## Attachment 19: Incubation Year Planning

### Incubation Year Planning Table

Using the table below, outline a detailed start-up plan as well specific organizational goals for the planning year (SY 2019-2020) to ensure that the school is ready for a successful launch in fall 2020. Feel free to add rows as needed.

<b>2018-2019 Planning Year Milestones (SMART Goals) by Work Stream</b>	<b>Activity</b>	<b>Key Personnel</b>	<b>Milestone Date(s)</b>
INSTRUCTION	Professional Development	E.D. and Principal	August 15, Opening Year
TALENT	Teacher Recruitment	Site Principal, Academica	Major Teacher Recruitment Campaign during planning year months Feb-May. School fully Staffed by July 1 <sup>st</sup> of Planning Year
OPERATIONS	Property/Facility under Contract	Developer, Board, Academica	6 Months Prior to School Opening
OPERATIONS	Lease Finalized	Developer, Board	6 Months Prior to School Opening
OPERATIONS	Construction and Permits Completed	Developer, General Contractor	1 Month Prior to School Opening
TECHNOLOGY	Technology Purchased	Principal, Academica	4 Months Prior to School Opening
TECHNOLOGY	Technology Installed	IT Company, Academica	3 Weeks Prior to School Opening



## Attachment 19: Incubation Year Planning

FINANCE	Lending for FFE Secured	Academica, Board, Lender	6 Months Prior to School Opening
PARENT & COMMUNITY ENGAGEMENT	Community Meetings for Student Recruitment	Principal, Academica	Multiple Community meetings starting Dec- July of Planning Year
PARENT & COMMUNITY ENGAGEMENT	Marketing Campaign	Principal, Staff, Academica	Dec-July of Planning Year
SCHOOL SYSTEMS & CULTURE	Staff Trainings and Introductions	Principal and ED	July and August of Opening Year
OTHER			