

# STATE PUBLIC CHARTER SCHOOL AUTHORITY



## 2023 CHARTER SCHOOL REQUEST FOR AMENDMENT TO CHARTER CONTRACT APPLICATION

For Additional Instructions, please see the [Amendment Application Guidance Document](#)

For the: **Coral Academy of Science Las Vegas**

Date Submitted: February 15, 2024

Current Charter Contract Start Date: July 1, 2019

Charter Contract Expiration Date: June 30, 2025

Key Contact: Ercan Aydogdu

Key Contact title: Executive Director and CEO

Key Contact email and phone: [edaydogdu@coralacademylv.org](mailto:edaydogdu@coralacademylv.org) / (702) 776-6529

Date of School Board approval of this application: January 17, 2024

### Deadlines

	Spring Cycle	Fall Cycle
Notice <sup>1</sup> of Intent to submit Request for Charter Amendment (RFA)	No Later Than: March 1	No Later Than: September 1
Request For Amendment (RFA)	Due between April 1 – 15	Due between October 1 – 15
Board Meeting for Possible Action <i>(tentative and subject to change)</i>	June board meeting	December board meeting

*RFA application processing includes an initial high-level completeness check followed by an ongoing completeness check as specific, relevant sections of the application are reviewed in detail.*

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<sup>1</sup> Notice or Letter of Intent

This Request For Amendment (RFA) is submitted to request a contract amendment regarding the following (identify which RFA changes you are requesting approval 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](#)
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.  [Change of Incorporation Status](#)
14.  [Other changes](#)

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## **Introduction**

The SPCSA seeks to continuously improve its processes and the quality of its services. Over the past few years we have, for example, been able to significantly reduce the amount of paperwork involved in the processing of Request For Amendment (RFA) Applications (RFAAs), primarily by separating primarily instructional and guidance information to a separate Technical Guidance document.

The SPCSA have now add a new, brief, simple guidance section to this application. This next section is designed to provide guidance and processing steps to schools for applying for most frequently requested RFA applications.

If you're submitting RFAs in one of these areas, the following guidance may help you prepare and process your application faster

The first three and the fifth may be handled in the Consent Agenda section of the board meeting, also.

### **Most Frequent Request For Amendment Applications**

Here are the four most frequently Request For Amendment (RFA) application types submitted to the Authority for approval by the SPCSA board. If you are requesting one of these RFA types, then you may follow the below described abbreviated process.

- 1. Dual credit RFA applications**
- 2. Distant education RFA applications**
- 3. Enrollment additions or contractions and grade expansions or contractions**
- 4. Facilities acquisitions or leases**
- 5. Lotteries and lottery changes**

Below are the processing requirements of the RFA types above. Complete the following check marked items (☒) from the overall application requirements list below. You do not need to respond to the unchecked areas.

#### **Sections Required**

**The below focused requirements are only for schools seeking approval for the above RFA types. RFAs for Facility acquisitions or expansions have additional requirements described below:**

- Executive Summary
- Meeting The Need
  - Expansions to new grade levels or new campuses must complete the Meeting the Need section.
  - Lottery RFAs must include Meeting the Need section for relevant sections.
  - Academic Plan (required if expanding to new grades that are currently not being offered)
- Financial Plan
  1. Not required for Dual Credit or Distance Education RFAs assuming fiscal cost impacts less than 5%.
  2. Enrollment RFAs: complete the tab labeled "General" in the "RFA Pro Forma" MS Excel file to show the planned fiscal impacts of the RFA.
  3. Facility RFAs: complete the appropriate tab under the "**Facilities**" section below including the "RFA Pro Forma" MS Excel file to show the planned fiscal impacts of the facility RFA.
- Operations Plan

☒ RFA Specific Sections (as applicable for your RFA, as opposed to General Sections). This includes completing the “**Facilities**” related RFA section below.

All other amendment types require applicants to complete each applicable section below. Should you have questions, please reach out to Mike Dang for further guidance.

## Section I: Standard RFA Requirements

### **A) EXECUTIVE SUMMARY**

**Required for all submissions. 4 Pages or less per RFA, If your RFA submission includes more than one requested change, this must be listed in the Executive Summary. Should you have questions, please contact Mike Dang.**

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

Coral Academy of Science Las Vegas (“CASLV”) - Nellis Air Force Base (“AFB”) Campus is located at 107 Stafford Drive on Nellis AFB in North Las Vegas. Founded in 2016, the school primarily serves military-connected families and students. This campus is part of the CASLV charter network.

CASLV is headed by Mr. Ercan Aydogdu, Executive Director of CASLV, who was responsible for achieving the highest rating for the school in the State of Nevada. He is committed to making all resources available for the success of all seven campuses, and he will make it his priority to make CASLV one of the top charter networks in the State of Nevada.

Under Mr. Aydogdu’s leadership, CASLV has provided strong guidance for how it operates as a charter network, with the key bedrock facets being:

- **Proven educational program:** The same successful educational model in all aspects will be implemented at the new location. Feedback from school administration, parents, and students, and later from the school staff, may cause other site-specific programs to develop.
- **CASLV Central Office support and supervision:** CASLV Central Office will supervise every step of the startup and program implementation at the new additional facilities at Nellis AFB campus. CASLV has a proven replication model at multiple locations in the Las Vegas Valley.
- **Seed administrators and teachers to ensure successful replication:** As previously done at already replicated CASLV schools, some existing administrators and teachers at current schools will be transferred to the newly expanded site to implement the educational program at the campus. In order to facilitate a smooth transition and long-term sustainability, the central office will transfer some of its core teaching faculty and administration to this new additional facility when the campus expands. This strategy has been successful in effectively instituting CASLV’s proven educational model.
- **Proven human resources management:** The CASLV central office will handle teacher recruitment for when the campus expands with its new additional facility.
- **Professional training:** A thorough professional development program will be incorporated.

- **Weekly coordination meetings:** The CASLV Nellis Campus school principal, the campus leadership team and central office staff will hold weekly meetings to oversee the entire expansion process.

**The CASLV Executive Team** consists of:

Ercan Aydogdu, Executive Director  
Nick Sarasahin, Chief Financial Officer  
Selim Tanyeri, Chief Operating Officer  
Mustafa Gunozu, Chief Academic Officer  
Bridget Johnson-Peevy, Chief People Officer

**Board members** consist of:

Ann Diggins, President  
Brin Gibson, Esq., Vice President  
Beth Kazelskis, Secretary  
Chan Lengvasath, Treasurer  
Dr. Carryn Bellomo Warren, Member  
Feyzi Tandogan, Member  
Arlene Hayman, Member

## 2. Statement and overview of the mission and vision

CASLV is a STEM-focused, college-prep public charter school network that gives students an opportunity to achieve their full potential. The mission of CASLV is to provide a safe, rigorous college preparatory environment that promotes social responsibility and a culturally diverse community dedicated to becoming lifelong learners bound for success. CASLV currently serves over 5300 students across the valley and has more than 5000 students on its waitlist.

CASLV’s stellar reputation has only grown in magnitude since its inception. Having started off as a replication model of Coral Academy of Science-Reno (CASR), which is a renowned school in Northern Nevada, CASLV has raised the bar even higher by adding more components to its already rigorous education programs. The top accreditation organization, Cognia, has successfully renewed CASLV’s existing accreditation on January 24, 2024.

CASLV’s faculty and staff are dedicated to challenging all students academically, instilling college awareness at all grade levels, and motivating them towards STEM careers by providing the necessary tools to help develop 21st century leadership skills.

## 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 \_\_\_\_\_ and a six-year expiration date of \_\_\_\_\_ 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 or CMO
- \_\_\_ 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

**X 10. Other (specify): Construct additional facility to expand campus, which will affect approved enrollment. Enrollment will expand in existing grade levels beyond approved cap once additional facility is complete.**

(See full list above of RFA amendment types)

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

Included as Attachment J.

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

CASLV has been engaged with the Office of Local Defense Community Cooperation (OLDCC) of the Office of the Secretary of Defense (OSD) in the past few years. In Spring 2018, OLDCC took the initiative to rank the condition and capacity of all public schools on military installations. OLDCC ranked all of the schools in order of “most dire to least dire”. OLDCC stated that there would be funding to help improve the physical quality of the school.

The deeper thinking behind the entire initiative was that the quality of education and school should not be something someone serving away from home should have to worry about. By having one less thing to worry about, service members can be more mission-focused.

OLDCC visited the CASLV Nellis AFB Campus and evaluated it in March 2018. When the results of the rankings were made available two months later, CASLV Nellis AFB Campus ranked in the 50s. OLDCC told CASLV that they would eventually be in contact when their time would come—budget pending.

OLDCC developed the Public Schools on Military Installations (PSMI) Grant. It was how it would fund the improvement of the schools. It is a rigorous process that requires an abundance of information. OLDCC goes back-and-forth with each school until the grant is sufficient for approval.

In return, after a thorough process and review, the school would be rewarded with the requested money it asked for in its grant application. The grant award would be dedicated to improving the physical quality of the school. The grant is reimbursable and does not need to be paid back.

In spring 2022, OLDCC contacted to inform that CASLV Nellis AFB made it to the Deputy Secretary of Defense’s Schools Priority Listing. Over the course of the next 18 months, CASLV has been going back-

and-forth with OLDCC on budgets, timelines, schematics, environmental matters, charter logistics, and so much more.

In its grant application, CASLV has requested approximately \$72 million to improve the condition and capacity of its current campus. CASLV would owe nothing (\$0) to anyone because this grant would cover it all. With the timeline of the grant process, if awarded, CASLV plans to have its expansion ready by the start of the 2026–2027 school year.

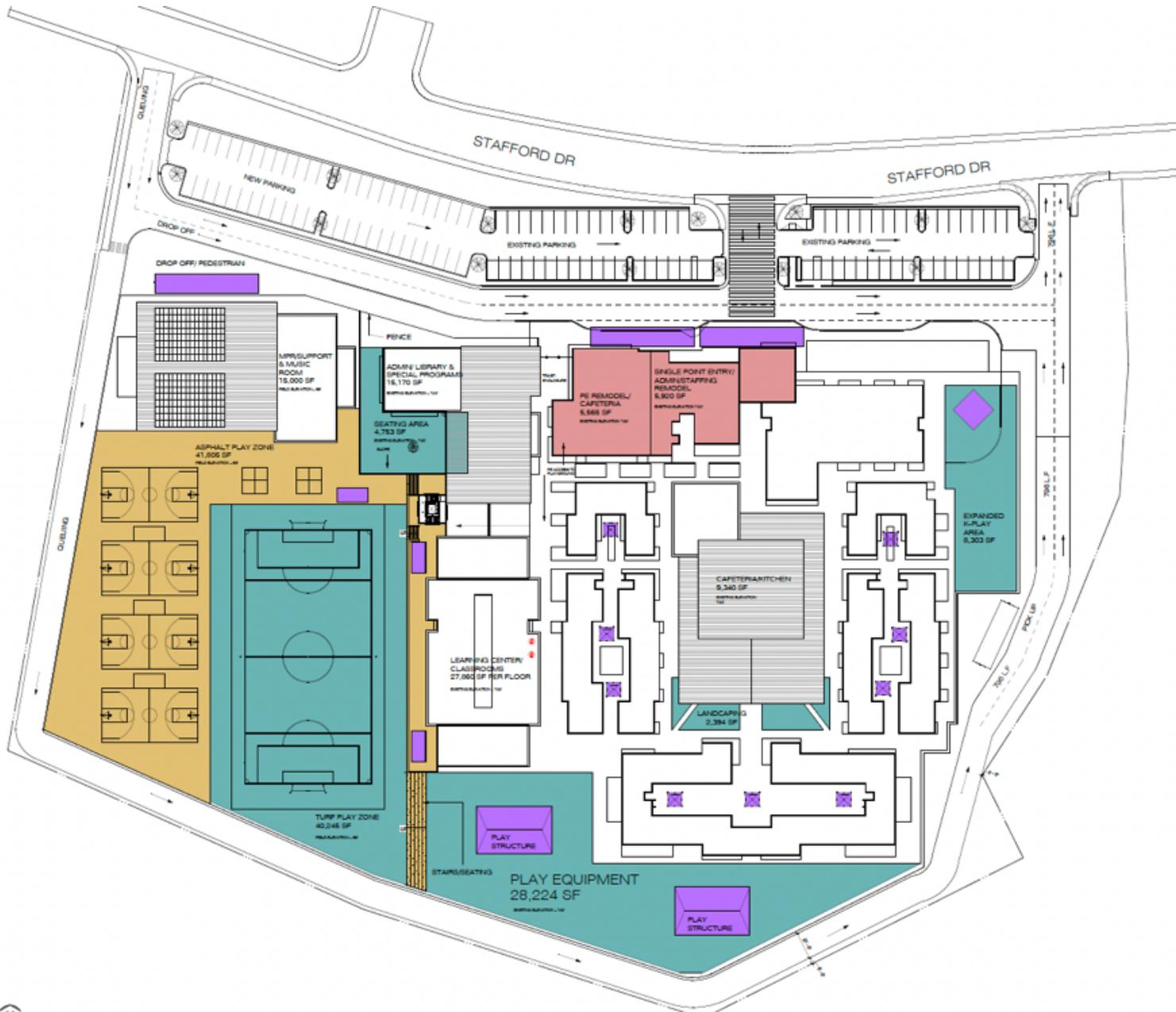
Part of the proposed project is to expand the campus on an adjacent, empty parcel of land next to the campus. Below is an aerial view of the CASLV Nellis AFB Campus and the available land highlighted in yellow.



This parcel is owned by Nellis AFB, but CASLV already has a mutually-agreed-upon ground lease in place with the Base, so that CASLV can use the land for the expansion of the campus.

As part of the project, CASLV will demolish some of its parking spaces and recreation area of its existing campus. It will then construct additional facilities and include more recreation space. It will also renovate the main office, fix current issues, and upgrade any outdated items to the existing facilities.

Below is a current iteration of the proposed expansion of the campus.



Additional learning spaces include more general classrooms, an art room, a music room, a library, science labs, and robotics rooms. There will be a multi-use gymnasium. An important addition will be a larger cafeteria. There will be more outdoor recreation spaces.

Currently, the waitlist for the 2023–2024 academic year at CASLV Nellis Campus exceeds 400 students. Per the U.S. Air Force, there are 4,047 active-duty dependents ages 5-14 assigned to Clark County, including those on Nellis Air Force Base. Through the expansion of the campus, CASLV Nellis will have

the capacity to admit additional students from its waitlist, particularly those identified as Free or Reduced Lunch (FRL), English Learners (EL), and Special Education (SPED) students.

CASLV Nellis Campus serves mainly military-connected families and students. Many of those students fall into special population categories. 38% of the student population is on FRL. 1% of the student population qualifies as an EL. 17% of the student population participates in the SPED program.

CASLV Nellis is also designated as an EFMP (Exceptional Family Member Program) school by the U.S. Air Force and Department of Defense. There are only a handful of U.S. military bases designated like this around the world. This means that families with certain special-needs students (like wheelchair-bound students) have a greater chance of being stationed at Nellis AFB because the school has the ability to provide services that many other military base schools may not provide. Another goal of the campus expansion is to make CASLV Nellis an ADA-inclusive campus, not just ADA-accessible.

Considering the scope of this initiative, OLDCC expects the CASLV Nellis AFB Campus to serve 1600 students if awarded this grant for campus expansion. However, OLDCC is in need of assurances that this is possible for CASLV to do.

Rebecca Feiden, in her capacity as the Executive Director of SPCSA, provided a letter endorsing the increase of student capacity to 1600, conditional on SPCSA Board approval when the amendment request comes from CASLV and as long as CASLV is in good standing. In turn, OLDCC requested a more formal and authorized assurance, explicitly confirming CASLV's authorization to expand its enrollment to 1600 students.

Therefore, there are two requests from this Request for Amendment.

This **Request for Amendment seeks to increase the planned enrollment for CASLV Nellis AFB Campus from 890 students to 1600 students.** We plan to do this gradually, with the incremental growth shown below:

- 1100 for the 2026-2027 school year
- 1350 for the 2027-2028 school year
- 1600 for the 2028-2029 school year

Since enrollment increases go hand-in-hand with the grant award, **this Request for Amendment also seeks to allow the CASLV Nellis AFB Campus to expand its current campus with the construction of additional facilities** on available land next to its existing facilities.

With this being out of the amendment cycle, a Good Cause Letter Exemption has been included as **Attachment A**.

The PSMI Grant application is attached as **Attachment B**.

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

The target community is military-connected families and students at Nellis AFB. The target audience for this campus is K–8 school students. Starting in the school year 2025-2026, campus enrollment will steadily grow. By the start of the 2028–2029 school year, the campus will begin serving 1600 students.

Targeted enrollment will be met due to the high need for quality elementary and middle schools in the area. CASLV Nellis AFB Campus serves as the best option for military-connected families living and working at Nellis AFB. With CASLV's current lottery waitlist numbers, the opportunity is ripe for the expansion of the campus and allowing for more students to enroll off the waitlist. There will be a targeted campaign for CASLV transfers and new applications.

Also, with more students and families identifying free or reduced lunch earners on Nellis AFB, CASLV will grow in helping those families in need. CASLV also implements a pre-K program for low-income students (contingent on grant funding).

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

Our goal across the network of campuses is to deliver high-quality education that not only meets but exceeds expectations. We aim to achieve higher levels of parent satisfaction, increased student attendance, greater parent involvement, and exemplary success in state assessments. Furthermore, it is our goal to consistently secure 4 and 5-star ratings on the state report card annually. This comprehensive approach underscores our commitment to excellence in education, fostering a supportive and engaging learning environment for our students and their families.

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

The educational model to accomplishing this mission are organized under two main headings: specific elements and whole-school design.

The specific design elements fall into five categories:

- 1) rigorous curricula, instruction, and assessment;
- 2) leadership, governance, and staffing;
- 3) parent and community involvement;
- 4) technology; and
- 5) financing.

The whole-school design involves the comprehensive and continuing effort to realize these five essential elements in an integrated manner.

We believe that every child possesses a natural curiosity and a passion for learning, alongside distinct intelligence, abilities, and ways of learning. Bearing this in mind, we aim to inspire our students to reach for their utmost potential, taking into account their individual learning preferences. This approach is designed to nurture a lifelong love of learning within each student, encouraging them to continually pursue knowledge and growth.

At CASLV, we expect continuous improvement, persistent innovation, a positive embrace of change, and an unwavering commitment to growth from all individuals and programs. It is essential that both the public's resources and those provided by the Board of Directors are strategically allocated to meet these

expectations. Only through such dedicated efforts can we blend our proven educational vision with the dynamism of local innovation. This synergy will strengthen the support network among students, teachers, and parents/guardians, fulfilling our mission to inspire each student with the motivation and resources necessary to achieve their highest potential and pursue their greatest aspirations.

The Board of Directors, in partnership with the community, is tasked with steering the school to remain faithful to its mission. To achieve this, the Board of Directors will offer the necessary support, guaranteeing the ideal conditions for the success, as well as the ongoing growth and development, of every student.

**8. Describe the charter school’s plan to ensure that proper restorative justice principles are practiced. Describe plans, including record keeping, to monitor for potential disproportionate discipline practices.**

CASLV is focused on preventative discipline and a restorative practice approach when dealing with student disciplinary situations. CASLV believes that a consistent implementation of restorative practices enhances its network-wide behavior program, providing an alternative to exclusionary disciplinary practices in certain incidents.

The Restorative Action Plan is posted to the main CASLV website. It is included as **Attachment C**.

Within the CASLV network, a dedicated School Climate and Culture Coordinator plays a pivotal role in shaping the educational environment. This coordinator meticulously tracks behavior statistics, oversees discipline decisions, implements restorative practices, promotes socio-emotional learning, and supports positive behavior interventions. By engaging in this comprehensive monitoring, the coordinator ensures that all aspects of student behavior are addressed constructively and positively.

In collaboration with school leadership teams, the coordinator's efforts are crucial in maintaining a culture of equity, fairness, and reasonableness in discipline across all CASLV campuses. This involves regular assessment and refinement of disciplinary strategies to align with best practices in educational psychology and behavior management. The ultimate goal is to cultivate a nurturing and inclusive school climate that supports the holistic development of every student, ensuring that disciplinary measures are not only corrective but also educational and supportive of students' socio-emotional growth.

**9. Describe the charter school’s plan to ensure enrollment diversity and equity, commensurate with the neighborhood and zip codes it serves. Include plans to close any proficiency gaps among diverse student groups (ex. race/ethnicity, FRL, EL, IEP) as well as family and community engagement strategies.**

CASLV institutes a weighted lottery for its Nellis AFB Campus to ensure that FRL-qualifying families get access to CASLV’s top-quality education program. CASLV will continue having a pre-k program that prioritizes enrollment for students coming from low-income families. The success of the Nellis AFB Campus pre-k program will help set the model for this campus as it grows.

CASLV is dedicated to being inclusive in its recruiting practices of at-risk families, such as FRL, ELL, and IEP students, and other special populations. CASLV is continually working to create more streamlined pathways for the application process - particularly for single-parent families, low socio-economic households, second language families, and other hard-to-reach families. CASLV is making more families aware of public charter schools, the CASLV network, and their eligibility to apply for enrollment.

CASLV uses comprehensive outreach strategies to target interested students and parents have equal access to apply. This focused marketing for entire neighborhoods and communities. These initiatives target economically disadvantaged students and families, those who may have limited English proficiency and/or special physical or academic needs or may be “at risk” of academic failure.

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

The new school will embody CASLV’s mission and vision. CASLV has received the top Nevada Department of Education designations “High Achieving,” “5-star School,” “Quality School,” “Governor-designated STEM School” and “Reward School” for each school year it has been operational. In addition, CASLV is the #1 high school in Nevada and #72 in the nation according to the Washington Post’s “America’s Most Challenging High Schools” list of 2014. It has been consistently ranked among the top schools in Nevada for U.S. News & World Report school rankings. CASLV has exceeded expectations on each and every factor defined in your Statement of Objectives.

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

- Nellis Air Force Base
- Clark County Board of Commissioners
- Henderson Chamber of Commerce
- City of North Las Vegas
- College of Southern Nevada
- Boys & Girls Clubs of Southern Nevada

### ***NOTES***

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.**
4. ***If your school is seeking an amendment outside of the Fall or Spring Amendment Cycle, please include at the front of the application:***
  - a. ***Letter from the Board chair requesting Good Cause Exemption;***
  - b. ***Agenda for the Board Meeting where Board voted to request the Good Cause Exemption; and***
  - c. ***The draft or approved minutes for the Board Meeting where the Board voted to request the Good Cause Exemption.***
5. **To expand any closed section(s) below, put your cursor on the left side of a heading below and click the triangle ( ) left of that heading.**

## **B) MEETING THE NEED**

## TARGETED PLAN

- (1) Identify the community you wish to serve as a result of the campus relocation describe your interest in serving this specific community.**

To clarify, this is not a relocation. This is an expansion of the current campus. With the campus footprint being expanded, the goal is to serve more military-connected families. Currently, CASLV only has the capacity to support half of the current need for military-connected families. Further, CASLV's current facility does not have the capacity to fully support the needs of all exceptional students. This is extremely important due to the fact that Nellis is an Exceptional Family Member Program (EFMP) base, and the special needs population is statistically higher than average. With expanded facilities, the campus can serve more military-connected students and serve the students with exceptional needs better.

- (2) Explain how your relocation, 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.**

Military-connected students, with their unique experiences and lifestyles, bring a rich diversity to our educational community. Recognizing the distinct challenges and resilience that come with military life, including the mobility of families and the unique experiences children may face, we are deeply committed to creating a nurturing and academically challenging environment tailored to meet the specific needs of the military child, as well as those of exceptional learners. Our goal is to make sure that every student succeeds academically and thrives within a framework that recognizes and builds on their individual experiences and strengths.

## PARENT AND COMMUNITY INVOLVEMENT

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

CASLV Nellis AFB campus will not be relocating; however, there are multiple methods by which parents and community members become involved with the current CASLV Nellis AFB Campus. Below are a few examples that are available to parents and community members:

- Parent/Teacher Conferences.
- Open Houses, Career Fairs, and Family Nights
- Parent Teacher Organization (PTO)
- Volunteering for School Events
- Connecting with School Liaison Program Manager

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

CASLV also provides many opportunities for parents to attend school-wide events, community events, and education-focused nights. A few examples are:

- New Family Night: CASLV hosts an event welcoming new families to the school community, providing information and introductions to key staff members.
- Meet the Teacher: Parents have the opportunity to meet their child's teachers, learn about classroom expectations, and discuss any concerns or questions.
- Back to School Night: an annual event where parents can familiarize themselves with the curriculum, school policies, and upcoming activities for the academic year.
- Open House: CASLV organizes Open House events to showcase student work, classroom activities, and extracurricular opportunities to parents and visitors.
- Parent Conferences: Scheduled meetings between teachers and parents to discuss individual student progress, academic performance, and areas for improvement.
- Board meetings: opportunities for parents to participate in school governance, voice concerns, and stay informed about decisions affecting the school community.
- Literacy Nights: Events focused on promoting literacy skills and encouraging reading habits among students and families through interactive activities and workshops.
- Trunk-or-Treat: A festive Halloween event where families decorate car trunks and distribute treats in a safe and fun environment.
- Family Movie Night: CASLV hosts movie nights for families to enjoy quality time together, watch family-friendly films, and bond with other members of the school community.
- Back to School Picnic: an outdoor gathering where families can socialize, enjoy a meal together, and kick off the new school year in a relaxed setting.
- Awards Assemblies: activities to recognize student achievements, academic excellence, attendance and contributions to the school community.

**(3) 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?

In 2016, Nellis AFB selected CASLV as the charter school operator for its on-base school, establishing a mutually beneficial partnership. CASLV has collaborated with the base to relocate operations from the eastern business side to the western housing side of the base, fostering a positive relationship and enhancing accessibility for students and families.

Since its first year on Nellis AFB, CASLV has gained insurmountable knowledge of the base and its operations. The Base has a dedicated School Program Liaison Manager that works closely with CASLV and helps support students and families. CASLV has participated in many initiatives that support military families over the years as well. The Nevada Department of Education bestowed upon CASLV Nellis AFB Campus the designation "Purple Star School" for its efforts in helping military families.

Many Base military members, including top-ranking officials, have enrolled their children at CASLV Nellis AFB Campus. Many military spouses are employees of the campus at any point in time as well.

Further, CASLV Nellis has collaborated with many Nellis AFB organizations and departments to provide training and supports to staff. Some of these organizations and/or departments include, but are not limited to, Exceptional Family Members Program, American Red Cross, USO, Department of Resiliency, Family Advocacy, etc.

## C) ACADEMIC PLAN – No Change

### 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.

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?

### 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.
  - (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?

#### (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.

#### (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?

- b. Explain how the school addresses underperformance and describe the corrective action plan procedures.
- 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.
- 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.
- d) **Readiness to Replicate:** What academic, financial, and operational metrics does the school and its Board use to determine readiness for replication?
- 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/AlignmentTemplate.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.
- 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.
- 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?
- 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.
- 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?

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

## **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.
- 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.
- 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?

## **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.

## **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.

## **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.

## **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.
- (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?
  - b) (*Middle and High Schools*) How will the school identify and serve students who require special education services and develop transition plans?
- (3) (*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?
  - 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.
- (4) 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?
- (5) 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?

## 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.

In light of the national teacher shortage, some of CASLV best practices for hiring qualified teachers: posting jobs on educational niche job boards, reaching out to CASLV alumni, referrals from current and former employees, job fairs, routine salary analysis, stay and exit interviews.

- (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?
- (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.
- (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?
- (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?
- (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.*

## D) FINANCIAL PLAN

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

- (1) **Attachment \_\_\_\_**. 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 detailed discussion of Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.
  - (a) 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 \_\_\_\_**. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.
  - (b) 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.

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

The budget narrative is included **Attachment D**.

- (2) 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).

CASLV’s financial plan remains unchanged from previous amendments. CASLV has maintained a strong financial background over the years. CASLV has gained and kept a strong bond rating. It has also passed its financial audits with flying colors year-over-year.

As part of proof of the success of CASLV’s financial planning, CASLV has included its latest financial audit as **Attachment E**.

Also, the RFA Budget Worksheet is included as **Attachment R**.

## **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 **NO CHANGE**
  - (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.
  - (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?
  - (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?
2. Organization governance structure & board development: **NO CHANGE**

- (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
  - (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.
  - (c) Identify any Board development requirements relative to the organization’s governance needs at each stage of growth.
  - (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.
3. Organization charts and decision-making authority: **NO CHANGE**
- (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 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: **NO CHANGE**
- a) Job descriptions for each leadership or shared/central office role identified in the organizational chart (provide as an **Attachment** \_\_\_)
  - b) Resumes of all current leadership (provide as an **Attachment** \_\_\_).
  - c) Previous student achievement data for the proposed instructional leaders at each proposed campus (if available) (provide as part of **Attachment** \_\_\_)
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: **NO CHANGE**
- (a) School leadership;
  - (b) School business operations and finance;
  - (c) Governance management and support to the Board;
  - (d) Curriculum, instruction, and assessment;
  - (e) At-risk students and students with special needs;
  - (f) Performance management; and
  - (g) Parent and community engagement.
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** \_\_\_). **NO CHANGE**

7. Explain your school leader’s role in the successful recruitment, hiring, development and retention of a highly effective staff. [NO CHANGE](#)
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? [NO CHANGE](#)
9. What systems are in place in your leadership team structure to ensure redundancies in knowledge and skill?

[NO CHANGE](#)

## 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. [NO CHANGE](#)
- 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. [NO CHANGE](#)
- 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 2023-24 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 2024-2025 school year and to add additional criteria to the pre-opening requirements for such campuses. [NO CHANGE](#)

## 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.

This data is also included in [Attachment Q - RFA Staff & Enrollment Worksheets](#).

<b>Elementary School Staff</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>	<b>28-29</b>
Principals	0.5	0.5	0.5	0.5	0.5	0.5
Assistant Principals	1	1	1	1	2	2
Dean	0.5	0.5	0.5	1	1	1
Reading/Math Strategist	2	3	3	4	4	4
Instructional Coach	1	1	1	2	2	2
Student Success Coordinator	0	0.5	0.5	0.5	0.5	0.5

Classroom Teachers (Core Subjects)	26	26	26	34	42	50
Classroom Teachers (Specials)	4	4	4	6	8	8
Special Education Teachers	3	3	3	4	5	6
ELL/TESOL Teachers						
Student Support Position 1 [e.g., Social Worker]	2	2	2	4	4	4
Specialized School Staff 1 [TBD]	1	1	1	2	2	2
Specialized School Staff 2 [TBD]	3	3	3	5	6	6
Teacher Aides and Assistants	28	28	28	38	46	55
School Operations Support Staff				1	1	1
<b>Total FTEs at Elementary Schools</b>	<b>72</b>	<b>73.5</b>	<b>73.5</b>	<b>103</b>	<b>124</b>	<b>142</b>
<b>Middle School Staff</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>	<b>28-29</b>
Principals	0.5	0.5	0.5	0.5	0.5	0.5
Assistant Principals	1	1	1	1	2	2
Add'l School Leadership Position 1: Dean	0.5	0.5	0.5	1	1	1
Add'l School Leadership Position 1: Student Success Coordinator	0	0.5	0.5	0.5	0.5	0.5
Executive Director	1	1	1	1	1	1
Director of Community partners					1	1
Counselor	1	1	1	2	2	2
Director of operations			1	1	1	1
Director of Finance			1	1	1	1
Classroom Teachers (Core Subjects)	10	10	10	12	13	15
Classroom Teachers (Specials)	4	4	4	5	6	7
Student Support Position 1 [e.g., Social Worker]	2	2	2	4	4	4
Special Education Teachers /ELL	1	2	2	4	4	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.
- Attend job fairs
  - Host their own job fairs
  - Advertisements in local media sources
  - LinkedIn blitz
  - Word of Mouth
  - Staff Recommendation Incentive Programs
- 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.

CASLV Central Office is responsible for hiring the principal, and all subsequent hiring decisions for the leadership team are subject to approval by the Central Office. Additionally, Central Office supports the hiring and onboarding processes, ensuring alignment with the school's objectives and values. Once appointed, the principal retains autonomy in selecting the remaining team members, ensuring a collaborative and supportive environment while adhering to Central Office guidelines and approval procedures.

CASLV has been actively encouraging its current teaching staff to pursue administrative credentials, fostering a mentoring program, and offering opportunities for them to assume leadership roles within the school community. This initiative aims to build their leadership capacity and align with the school's vision, ultimately preparing them for future roles as school leaders. Additionally, the school collaborates with colleges to create pipelines for internal candidates, further supporting the development of future leaders from within the school community.

As CASLV Nellis AFB continues to expand and is already well-established, leadership positions are already filled. This focused hiring cycle and interviewing process enable us to identify the best candidates possible for the available positions.

The leadership team at CASLV Nellis AFB adopts a comprehensive approach to professional development, which includes participating in weekly leadership Professional Learning Communities (PLCs), attending all professional development sessions together, engaging in leadership book circles to deepen their understanding of educational leadership, and conducting joint instructional rounds to observe and provide feedback on teaching practices. These collaborative activities not only strengthen teamwork and communication among leaders but also contribute to continuous improvement and alignment of instructional strategies throughout the school.

- 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.

The school's commitment to professional development encompasses various elements. The school leadership team conducts regular analyses of school performance data to identify areas for improvement, which informs the creation of the School Performance Plan. This plan serves as a guiding document for designing all professional learning activities for instructional staff, ensuring alignment with school goals and priorities. Additionally, professional learning activities are systematically tracked to facilitate ongoing growth and development for all staff members.

In addition to the creation of the School Performance Plan, teachers receive essential training during orientation days and benefit from five dedicated professional development (PD) days throughout the school year. These PD sessions cover a wide range of topics, including instructional strategies, student engagement techniques, classroom management strategies, working with special student populations, school safety protocols, and social-emotional aspects of teaching and learning.

Moreover, the school provides ongoing support through an instructional coach who not only models effective teaching practices but also provides personalized assistance in specific areas as needed. This collaborative approach ensures that teachers have the resources and guidance necessary to continuously improve their instructional practices and effectively meet the diverse needs of their students.

Furthermore, school performance data is reviewed three times a year to monitor progress, evaluate effectiveness, and identify staff needs necessary to enhance student achievement. This comprehensive approach to professional development and data-driven decision-making ensures that the school remains focused on continuous improvement and student success.

- 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?

CASLV uses Nevada Education Performance Framework to evaluate its teachers. In order for CASLV to retain its teachers, CASLV focuses on the benefits it provides to teachers in terms of autonomy, rigorous lesson planning support, and strong school culture.

The school's approach to staff performance evaluations is guided by the Nevada Educator Performance Framework (NEPF) principles. Each staff member undergoes one evaluation per year, ensuring a comprehensive assessment of their performance. The School Principal's evaluation is conducted by central office leaders, providing valuable feedback and support for leadership development. In turn, the Principal evaluates all staff within their building, fostering accountability and alignment with school goals.

Network leaders are evaluated by the board and the executive director, ensuring oversight and alignment with organizational objectives. CASLV utilizes research-based, approved tools for evaluations, ensuring

reliability and validity in the assessment process. By implementing these practices, the organization demonstrates a commitment to fostering continuous growth and excellence among its staff, ultimately contributing to the retention of high-performing teachers and administrators.

- 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.

CASLV is continually analyzing its salary table and measuring it against Clark County School District. CASLV has been competitive with CCSD and plans to keep doing so. As matter of fact, CASLV Nellis staff receive more compensation than its other campuses.

CASLV invested almost all of its latest per pupil revenue funding increase towards teachers’ salaries. It was a historic increase for teacher salaries in CASLV history. This decision represents CASLV’s commitment to recruiting and retaining high-quality educators.

Attached as **Attachment F** are the teaching staff salary tables for its Nellis AFB Campus and for the rest of the CASLV network.

**SCALE STRATEGY NO CHANGE**

- 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.
- 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.
- 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.
- d) Explain any shared or centralized support services the management organization will provide to campuses in Nevada.
- 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.
- 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	Mgt Org Decision-Making	Network Leader Decision-Making	Board Decision-Making	Campus Leader Decision-Making
Performance Goals				

Curriculum				
Professional Development				
Data Mgt & Interim Assessments				
Promotion Criteria				
Culture				
Budgeting, Finance, and Accounting				
Student Recruitment				
School Staff Recruitment & Hiring				
HR Services (payroll, benefits, etc.)				
Development/ Fundraising				
Community Relations				
IT				
Facilities Mgt				
Vendor Management / Procurement				
Student Support Services				
Other operational services, if applicable				

## 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.

- a. 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.

The additional enrollment request is based on the current waiting list of students. The current capacity of CASLV Nellis does not meet the needs of NAFB military families. Many of Nellis AFB senior leadership, including the top two highest-ranking Colonels, have enrolled their students at CASLV Nellis AFB Campus. Two new Colonels are being stationed soon to Nellis AFB and have already applied to have their children attend CASLV Nellis AFB Campus.

Many airmen want to follow the lead of senior leadership and place their children into CASLV Nellis AFB Campus; however, with lottery procedures in place, there is always a waitlist and not getting in is a possibility. Furthermore, the need of families is compounded by the poor quality of local zoned schools.

For many families on the waitlist, they are selecting to homeschool their children or send them to private school if they are not able to attend CASLV Nellis AFB Campus in lieu of attending zoned public schools. This lack of access creates huge disparities in the quality of education and educational services available for military connected students.

- b. 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.

CASLV has a strong track record of recruiting and retaining students from special populations. Using Nevada's accountability report card database, CASLV was able to generate the data needed.

Attached as **Attachment P** is CASLV Nellis' historical enrollment and retention data. It includes a comparison with zoned neighborhood schools: Lowman Elementary, Manch Elementary, and Johnston Elementary. This data is sourced from [nevadareportcard.nv.gov/](http://nevadareportcard.nv.gov/).

- 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>2</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.

Recommended by NRS 388A.456 1.(c).(4) and approved by CASLV Board, CASLV Nellis AFB offers additional priorities for military and department of defense applicants. At the time of applying, they are asked targeted questions regarding their employment, residence location, rank, and site location.

CASLV Nellis AFB participates in the NevadaReady! Pre-kindergarten program for low-income families. We validate their eligibility for enrollment following the state's 200% poverty guidelines.

CASLV offers a weighted lottery for families that qualify for the FRL program. At the time of applying, families are given the option to upload income documentation for validation of eligibility based on the guidelines provided by the Nevada Department of Agriculture. The enrollment office sends communications inviting families that did not submit documentation at the time they applied to submit documentation up until the day before the lottery is run. If a family indicates that they are eligible for Free and Reduced Lunch Program, but do not submit documentation, CASLV sends at a minimum, 3 communications requesting the documentation for validation. These communications can be found in our third-party application system, SchoolMint.

CASLV's lottery procedures are included as **Attachment F**.

- 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.

The enrollment window starts every November 1st. Applications open on that day at 12:01 a.m. Currently, the lottery is held on the first business day of March.

- 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 enrollment targets are set by the head registrar, COO, principal and campus registrar. The target re-enrollment rate is always 100%. We understand that is not feasible for a school on a military base with base transfers. The average re-enrollment rate is 75%.

- 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?

CASLV takes a comprehensive approach to ensuring the needs of special populations are met and all state and federal requirements are adhered to. To this end, we have established a robust support system

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<sup>2</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.

comprising legal counsel, a dedicated network special education director, an English Language Learner (ELL) coordinator, and a school culture climate coordinator. The network leadership members play a crucial role in providing comprehensive training for our staff. Leveraging their expertise and experience, the special education coordinator delivers targeted professional development sessions designed to enhance the skills and knowledge of our teachers. By facilitating these training opportunities, CASLV ensures that our staff are equipped with the tools and strategies necessary to excel in their roles and effectively support student achievement. Additionally, we have a family-based liaison from Nellis AFB, further enhancing our ability to support students and families from military backgrounds.

These expert staff members work diligently to oversee compliance with state and federal regulations, provide tailored support services, and foster an inclusive and supportive environment for all students. Their collective expertise and commitment underscore CASLV's unwavering dedication to meeting the diverse needs of our student population and ensuring every learner receives the resources and support necessary for academic success.

- 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?

Utilizing both traditional and digital media, CASLV will communicate its mission to potential students and families through the following mediums in multiple languages in a good faith effort to reach a broad range of students, including low-income, multicultural students, English Learners, and any other group of students who are at risk of academic failure:

- Social Media – Messages will be posted on social media platforms such as Facebook, Twitter, and Instagram.
- Direct Mail – Direct mail will be used to target those students in the subject grades near campus.
- Mobile Campaigns – CASLV will utilize the latest technologies to message mobile devices either through search, social media, or geo-targeted messages.
- Open Houses – CASLV will hold regular open houses
- Community Outreach – CASLV will participate in community events and meetings to share its message

- h. Complete the following tables for the proposed school to open in 2023-24. Schools applying for multiple campuses must complete enrollment summary tables for each school campus opening in fall 2023 and fall 2024.

This data is also included in **Attachment Q - RFA Staff & Enrollment Worksheets**.

- 1) **Minimum Enrollment** (Must Correspond to Break Even Budget Scenario Assumptions discussed in budget narrative)

Grade Level	Number of Students					
	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29

Pre-K	40	40	40	40	40	40
K	92	90	90	110	158	160
1	111	90	90	110	158	155
2	93	113	90	110	135	155
3	89	90	113	110	135	155
4	97	90	90	110	135	155
5	77	90	90	110	133	155
6	75	77	90	110	133	155
7	78	68	68	90	99	155
8	62	68	68	90	90	155
Total	813	814	828	990	1215	1440

2) **Planned Enrollment** (Must Correspond to Budget Worksheet Assumptions)

Grade Level	Number of Students					
	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Pre-K	40	40	40	40	40	40
K	102	100	100	125	175	175
1	123	100	100	125	175	175
2	103	125	100	125	150	175
3	99	100	125	125	150	175
4	108	100	100	120	150	175
5	85	100	100	120	125	175
6	83	85	100	120	150	170
7	87	75	75	100	110	170
8	69	75	75	100	100	170
Total	899	900	915	1100	1350	1600

3) **Maximum Enrollment** (Note: Enrolling more than 10 percent of the planned enrollment described in subsection b will necessitate a charter amendment)

Grade Level	Number of Students					
	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Pre-K	40	40	40	40	40	40
K	112	110	110	148	170	193
1	135	110	110	148	170	193
2	113	138	110	148	165	193
3	109	110	138	148	165	193
4	119	110	110	148	165	192
5	94	110	110	120	160	190

6	91	94	110	120	150	190
7	96	83	83	100	150	190
8	76	83	83	100	150	190
Total	985	986	1003	1210	1485	1760

- 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.

CASLV is wanting to expand its enrollment number to 1115 students in SY 2026-2027, 1350 students in SY 2027-2028, and 1600 in SY 2028-2029. Per the PSMI grant, the OLDCC wants CASLV to keep as many students off of its waitlist as possible. The Nellis AFB leadership identified that it was possible to enroll 1600 students given how many military-connected families live and/or work on Nellis AFB. By SY 2028-2029, CASLV will enroll more than 1600 students.

With that said, the incremental increases from SY25-26 to SY28-29 allow for organic growth. This helps CASLV with trying to keep with an academic slow growth model. It also allows for a slow growth to the staffing model. It lets leadership recruit, train and retain its teachers and staff better.

Increasing the enrollment at CASLV Nellis AFB Campus from 890 to 1600 students incrementally is a strategic approach that ensures the quality of education and the infrastructure can adapt effectively to the larger student body. Gradual expansion allows for careful planning and implementation of necessary resources, such as hiring additional qualified faculty, expanding classroom space, and enhancing facilities to accommodate the increased demand. This phased approach also enables the school to maintain its educational standards and student support services without compromising on the quality due to sudden growth. Furthermore, it provides an opportunity to monitor and adjust the expansion process based on real-time feedback and operational challenges, ensuring a smooth transition to the higher enrollment capacity.

- 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.

*Not Applicable*

- 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.

*Not Applicable*

## BOARD GOVERNANCE NO CHANGE

**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.”**

- i. Explain the governance philosophy that will guide the board, including the nature and extent of involvement of key stakeholder groups.
- j. 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.
- k. 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 2023-2024 must be identified at the time of the submission of the expansion request.
- l. 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.
- m. 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?
- n. 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.
- o. 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?
- p. 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.
- q. 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.

- r. 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.
- s. 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.
- t. 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?

Goal	Purpose	Outcome Measure

**INCUBATION YEAR DEVELOPMENT** (for approved schools that have not yet opened)

**NOT APPLICABLE**

- a. Provide a detailed start-up plan as well as specific organizational goals for the planning year (SY 2022-2023) to ensure that the school is ready for a successful launch in fall 2023. Using the template provided, outline key activities, responsible parties, and milestones and submit as an **Attachment** \_\_\_\_.
- 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.
- 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.

**SCHOOL MANAGEMENT CONTRACTS** **NOT APPLICABLE**

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) or charter management organization (CMO).

- a. How and why was the EMO or CMO 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 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.
  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.

## **SERVICES NO CHANGE**

1. Provide **Attachment** \_\_\_ describing how the school leadership team will support operational execution.
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.
  - 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.
  - iii. Facilities maintenance (including janitorial and landscape maintenance)
  - iv. Safety and security (include any plans for onsite security personnel)
  - 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.
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.
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.

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

## **ONGOING OPERATIONS NO CHANGE**

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?
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.

## **Section II: SPECIFIC RFA SECTIONS**

### **Facility RFAs**

#### **1.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. 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.

CASLV is the entity responsible for maintaining the school. It is also the main party responsible for trying to be awarded the PSMI grant.

2. List names and roles of any parties which could be deemed financially interested and describe the potential or actual interest relating to the current or proposed facility. This includes any existing or

potential conflicts of interest or existing, direct or indirect, potential ownership interests with the current and/or proposed facility.

Nellis Air Force Base is the other party associated with the possible expansion. It provided the ground lease for the campus to be built on. However, Nellis AFB would not be financially interested.

3. Show the fiscal impact of the proposed facility plan for the first three years after implementation of your plan using the SPCSA Financial Performance Ratings model (ask staff for a copy of the most recent model for your school). Explain plans to address any pro forma rating declines—if any—to at least the below areas from implementation of the plan.
  - a) Current Ratio (CR)
  - b) Unrestricted Days Cash on Hand (UDCOH)
  - c) Cash Flow (CF)
  - d) Debt to Asset Ratio (D/A)
  - e) Debt (or Lease) Service Coverage Ratio (DSCR or LSCR)

There will be zero fiscal impact. CASLV is applying for the PSMI grant, which it was invited to by the Office of Secretary of Defense. If CASLV is not awarded this grant, then it will not construct additional facilities to expand its campus.

4. If a proposed facility **has been** identified and **requires no construction or renovation** prior to the commencement of instruction, provide only the relevant post construction, post renovation items described below: **Not Applicable**
  - 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.
  - 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.
  - c) A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement.
  - d) A copy of the floor plan of the facility and all other documentation required pursuant to NAC 388A.315 ("Request to occupy new or additional facility"). Include notations of all included campus facilities with a table or statement describing **the square footage** of the facility AND an assurance the school will submit any final versions of the documentation called for here and in NAC 388A.315.
    - i) Include conditioned space square footage, total campus acreage acquired/ under control of the school. (Do not simply refer reviewers to architectural drawings which may or may not include specific dimensions.)
  - 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** \_\_\_\_.

- f) A copy of the Certificate of Occupancy at **Attachment** \_\_\_\_.
- 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** \_\_\_\_.
- h) The most recent project schedule showing milestone dates including Temporary and Final Certificates of Occupancy, other governmental permits, waivers, modifications or variations which may be required and their planned approval dates.
- i) If the landlord or owner is under contract to deliver the facilities ready for occupancy then indicate “N/A”...If the school is managing the tenant improvements, then provide 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 388A.315388A.315 as an **Attachment** \_\_\_\_.
- j) A copy of the school’s traffic flow plan including exhibits showing the planned traffic flows during the arrival and pick up times, the associated times and the designated areas for the pickup and drop off activities.

### **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.

A letter of transmittal is included as **Attachment H**.

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

This RFA was approved at CASLV’s January 17, 2024 Board Meeting. The board meeting agenda is attached as **Attachment I**.

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

A draft of the meeting minutes for CASLV’s January 17, 2024 Board Meeting is attached as **Attachment J**.

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 388A.315

A parcel map showing the adjacent parcel of land next to the campus is attached as **Attachment K**.

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 388A.315

The land belongs to Nellis Air Force. CASLV has a ground lease with Nellis Air Force Base for the available parcel. The ground lease is attached as **Attachment L**.

The school will submit any facility-related documentation needed to any entities associated with the campus expansion as construction nears.

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 388A.315

Please see attachment for schematic of the proposed new floor plan, with square footages, is included as **Attachment M**.

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 388A.315

The current owner of the Nellis AFB Campus is CASLV. The current owner of the land is Nellis Air Force Base.

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 388A.315

CASLV already has an existing certificate of occupancy from Nellis AFB for its campus. It will follow the same process for the expanded facilities of its campus if it is necessary.

If the grant is awarded this spring, the new campus expansion is planned to open on August 2026 - in time for the start of the 2026-2027 school year.

Attached is a projected timeline for construction is included as **Attachment N**. The timeline start time is incorrect but the timeline provides an idea of the duration needed for each component of the project. CASLV can provide an updated timeline once the start of construction nears.

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 388A.315.

A list of permits that CASLV will need for this project is attached as **Attachment O**. CASLV can provide more construction-related documents as it nears.

The timeline was included in the previous section.

Request For  
Amendment  
  
Attachments

# Attachment A

## Good Cause Letter Exemption



## CORAL ACADEMY OF SCIENCE LAS VEGAS

To: Nevada State Public Charter School Authority

From: Coral Academy of Science Las Vegas

Date: January 17, 2024

Re: Good Cause Exemption for Nellis AFB Campus

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Coral Academy of Science Las Vegas (CASLV) respectfully requests a good cause exemption from the current amendment schedule to amend their charter contract with the State Public Charter School Authority (SPCSA) in order to:

- **Increase the planned enrollment for CASLV Nellis AFB Campus from 890 students to 1600 students, incrementally with the growth plan below:**
  - 1100 for the 2026-2027 school year
  - 1350 for the 2027-2028 school year
  - 1600 for the 2028-2029 school year
- **expand its current campus with the construction of additional facilities on available land next to its existing facilities.**

The CASLV Governing Board has approved both the proposed amendment as well as this request to seek a good cause exemption from the current amendment schedule prior to this submission. This proposed change will permit the school to continue focusing on the educational excellence and development of the campus' students, especially those coming from military-connected families.

We appreciate the support of SPCSA staff and are asking that a good cause exemption be granted, and that the request for amendment be approved.

Sincerely,

Ann Diggins  
Board President

# Attachment B

## Public Schools on Military Installations Grant Application



**Coral Academy of Science Las Vegas  
Nellis Air Force Base Campus**

**PSMI Proposal  
September 2023**



# Introduction

In 2015, the Local Educational Authority (Clark County School District, known as CCSD) decided not to renew its 50-year lease of operating Lomie Heard ES on NAFB. After a bidding process, Coral Academy of Science Las Vegas (known as CASLV) was awarded to be the operator of the campus. In Fall 2016, CASLV established its NAFB Campus - taking over the Lomie Heard Building.



Along with deficiencies in the 2018 Facility Assessment Condition Report (FACR)<sup>34</sup>, the Lomie Heard building would struggle greatly with day-to-day operations:

- HVAC system and water heater would consistently go out
- Plumbing would consistently get backed up
- Restroom ventilation system was non-existent
- 4 different gas leaks from 2016-2019
- Pipes in the walls were constantly bursting
- Irrigation system was broken
- Flooding in buildings every time it rained
- Access to roof ladders could not be secured
- Living birds and insects were found in buildings
- Poor grading and drainage in exterior areas
- No designated pedestrian walkways in parking lot

Due to the deterioration of the Lomie Heard building, we worked with NAFB to build a new campus in a more convenient location in Area 3 (Housing side of NAFB). This is where most families reside on the installation.



CASLV and the U.S. Air Force came to an agreement on a ground lease for a parcel of land on Nellis Air Force Base's Area 3 Housing side. CASLV broke ground on what would be a state-of-the-art campus. We had an accelerated timeline to complete the campus and open some time during the 2019-2020 school year.



Construction was completed on the campus in March 2020. CASLV planned to move operations midyear, but a pandemic forced us to go virtual. However, it was apparent from its completion that the campus had many shortcomings, and CASLV didn't even have students in the building yet.

	<b><u>CASLV</u></b>	<b><u>Lomie Heard</u></b>
Highest Student Population	890	650
Maximum Allowable Occupancy	1799	2500
Campus Sq ft	50,000 sq ft	80,000 sq ft
Avg Classroom Size	650 sq ft	900 sq ft
# of Full-Sized Classrooms	42	46

Budget issues were the downfall of the construction. Due to this, CASLV could not replicate the scope of a CCSD school. CASLV encountered these problems:

- Bond Financing
- Bureaucratic Hurdles
- Rising Materials Costs & Shipping Delays
- Excessive Contingency Use
- Working on an Accelerated Timeline

CASLV had to remove many features from its original design due to costs. These items include:

- Play Structures
- Turf Field
- Classroom Technology Features
- Shade Structures
- Outdoor Amphitheater

Ultimately, when compared to CCSD, CASLV’s construction paled in comparison in its investment and output. With costs in mind, CASLV decided to construct the campus on only a partial part of its allocated land.

	<b><u>CASLV</u></b>	<b><u>Clark County SD</u></b>
Construction Cost	\$14 million	\$40 million
Dollar/Sq ft	\$250/sq ft	\$400/ sq ft

If awarded this grant, there are two major components planned for this project.

The first component is to expand the campus. In the photo below, the remaining available land of the original 10.18 acres is shaded in yellow. CASLV wants to construct on the available land to expand the campus, solve its capacity deficiencies, and serve more students.



The second component is for CASLV to rectify existing issues with its current campus. CASLV wants the current facilities to last as long as the new construction.

Altogether, this project will help CASLV serve more military-connected families every school year for the considerable future.

# 1) Project Components

## Proposal Request

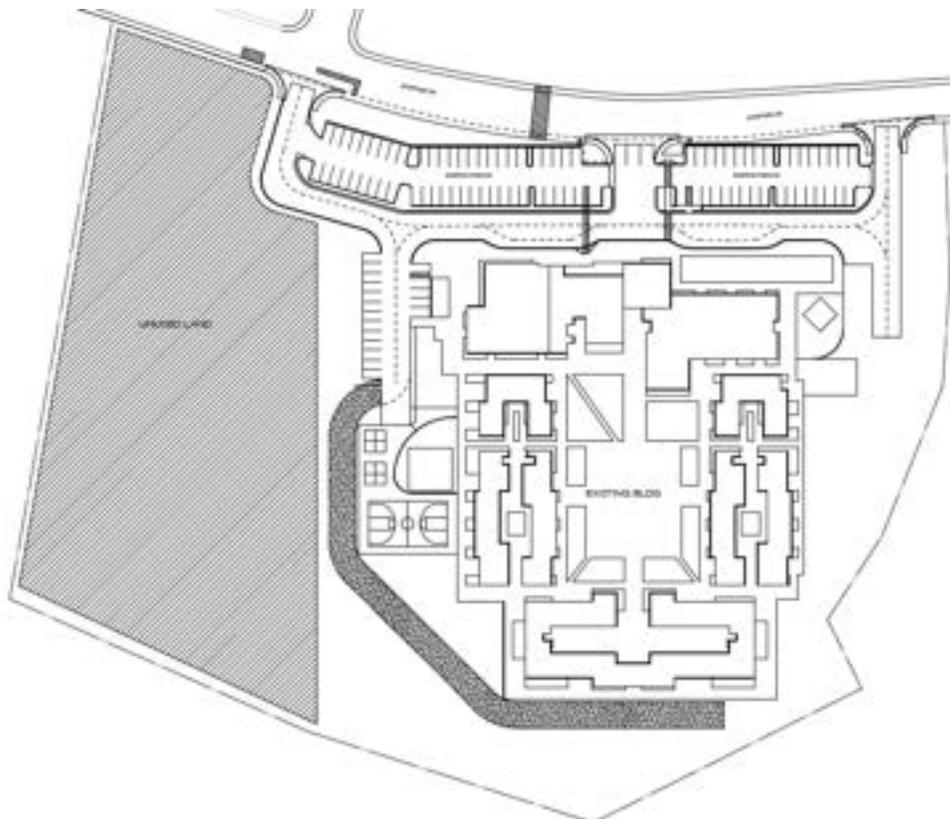
CASLV is requesting \$71,175,977 to ensure that CASLV can operate its Nellis Campus over the next 30 years with new facilities and upgrades to existing facilities. The grant will allow the campus to construct two new buildings.

The grant will also allow for a remodel of its existing front office, add recreational play spaces, and improve car and pedestrian safety. The grant will also help furnish the new buildings. It will also help improve the existing technology capabilities for the entire campus. It will also add a second cafeteria and kitchen.

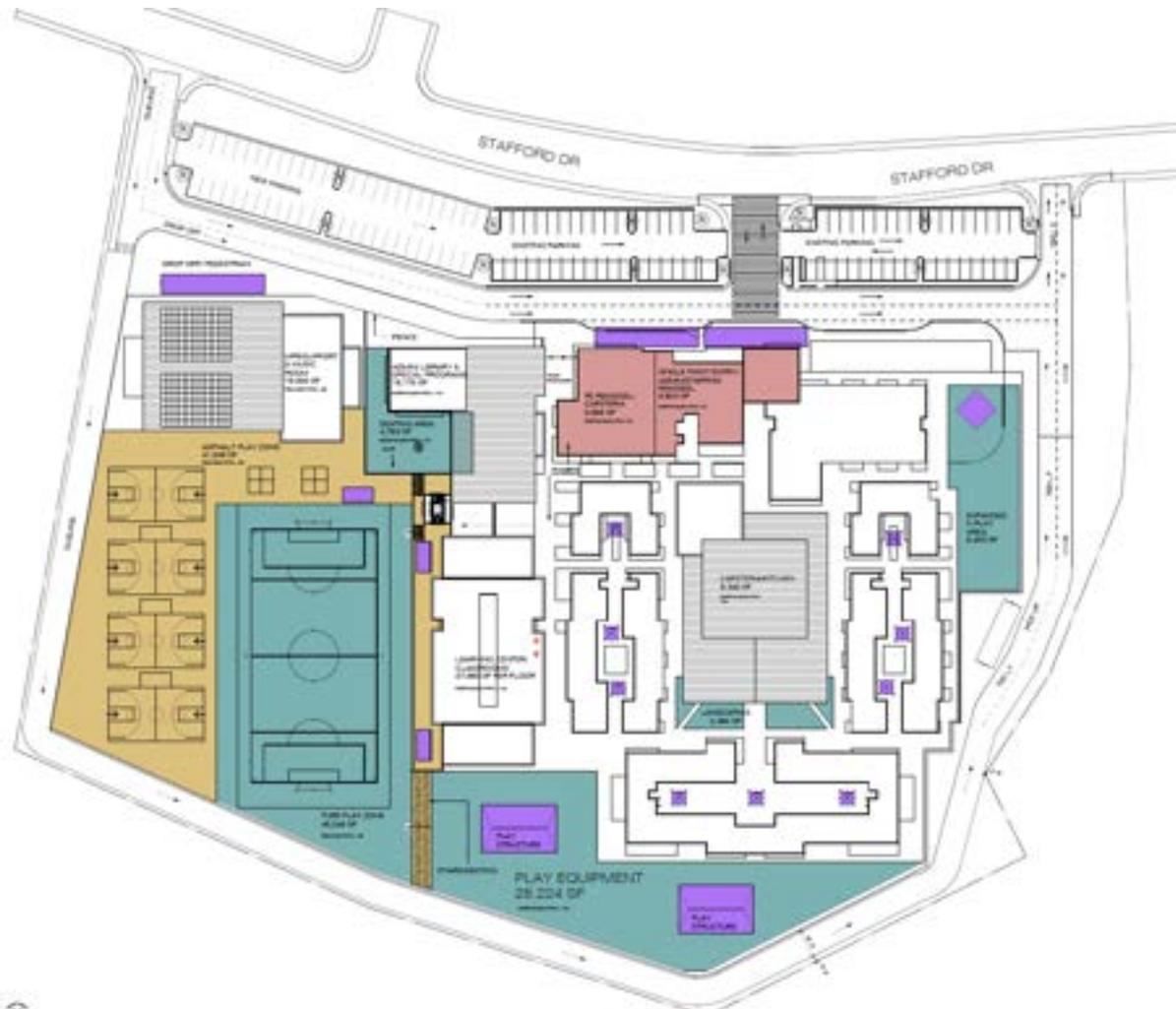
The State Public Charter School Authority (the authorizer for CASLV) has reviewed the proposal request and supports the expansion of the campus. It believes that the project will allow CASLV to serve 1,600 students. This will get many military-connected families off its waitlist.

## Site Plans

Currently, the site plan for the CASLV Nellis AFB campus looks like this:



When entirely completed, the goal of the project is for the campus overview to look like the following:



### Construction on Unused Land (Buildings)

Two new buildings would be constructed on the unused land. This new construction would total approximately 58,000 square feet of the site work.

The first building would have:

- Gymnasium
- Performance Stage Included in Gymnasium
- Locker Rooms
- Stage
- 1 Music Classroom

The other building be three stories, and it would have the following:

- 27 General Classrooms (900 sq. ft. per classroom - 45-person occupant load)
- 2 STEM Classrooms
- 2 Computer Labs
- 1 Library
- 1 Art Room
- Extra office spaces
- Extra storage spaces

### **Existing Site Renovations and Additions**

Another part of the PSMI grant is to fortify and uphold the current condition of the existing facility for the next 30 years.

The front office would have to be renovated. In this remodel, the front office would become more accessible. Currently, many families have to wait in a tight space, and the workspace is not efficient. The remodel would make the office more open and add more functionality to the area.

The remodel will include these improvements to the main office:

- Relocate offices for better space
- Add conference room
- Add more storage
- Create more waiting space capacity for visitors
- Keep single point of entry for visitors
- Add panic button for the campus to alert base emergency personnel

There will also be improvements to the existing building:

- Making sure the existing campus is ADA-compliant
  - Front Doors
  - Covered Walkways
  - Upgrading the Nurse's Office-Wheelchair bound students
- Finish installing VCT (vinyl composite tiling) flooring in D Building
- Extend Fencing from edge of front building, to block access for Pre-K
- Pre-K playground to be re-done to be ECERS-3-compliant. (ECERS-3 is the Early Childhood Environment Rating System 3rd Edition, which is an observation tool that assesses the quality of the overall learning environment. Pre-K programs and components are observed to this scale.)
- Windows being re-sealed
- Removing rocks and substitute with garden bed
- Include a second kitchen and cafeteria in the quad area

- Build restrooms into the MPR (Multi-Purpose Room, currently used as the school's cafeteria)
- Soundproof the MPR
- Rehab specialty classrooms to be specialized spaces for its elective
- Add shade coverage for all door openings
- Ensure an clearly-defined alternate point-of-egress for emergencies

Along with this, there will also be technology upgrades for the existing campus and the new campus that should be noted. This includes:

- Add most up-to-date technology smartboards to all classrooms, admin meeting spaces & assembly spaces
- Add HVAC unit to the Main Distribution Frame room, where the main IT server is located
- Network labeling for all wall plates
- Add additional Closed Circuit Television (CCTV) interior and exterior security cameras
- Separating CCTV and educational networks for better bandwidth
- Add student ID badge scanning stations to common spaces for safety
- Add key card system for entry and egress at major entry points of the campus

### **Exterior Additions**

Many exterior additions will help make the campus more functional, safe. A long queueing road will be added around the campus. This will help alleviate the issues of a backlog onto the neighborhood streets.

The new design will create more parking for campus. With more students comes more staff, these extra spaces will be needed.

Safety bollards will be added to the sidewalk next to the parking lot, because the campus has many students who walk and ride their bikes to school. A perimeter fence will be added to ensure that there is a single point of entry to the entire campus.

Shade structures will be added to many parts of the campus. Currently, the only shade structures are at the pre-K play area. With the goal to lower the temperature of the campus and keep it cool for everyone, shade structures will be added all throughout the existing campus and newly-planned recreation area. There will be enough shade to have class underneath during the warmest of months. With the addition of the shade structures and new buildings, the campus should cool considerably during the warmer months as compared to present day.

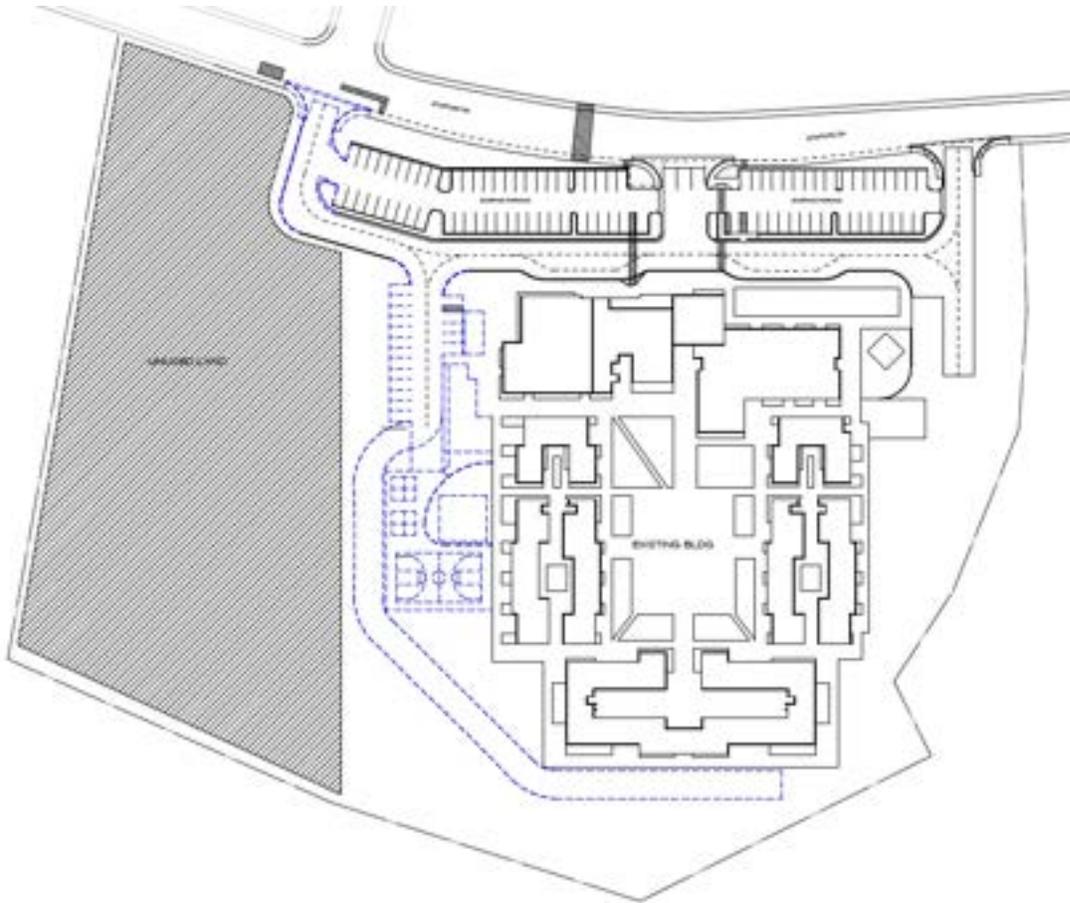
The student recreation space will be improved greatly. Currently, there is only one basketball court and one play structure for any non-pre-K students. The proposed project will have the following:

- 4 Basketball Courts
- Mixed-Use Turf Soccer Field
- 2 Play Structures
- Additional Turf

### **Demolition Plan**

With the new construction and exterior additions, some parts of the current campus will have to be demolished. With these changes happening to the exterior, no swing space will be needed.

The queueing road, trash enclosure, play structure, basketball court, and part of the parking lot entry will be demolished. This is reflected in blue on the following map.



### **Current Campus & FACR Condition Deficiencies**

The intent of the new construction was to build a state-of-the-art facility. In doing so, the new facility would address many of the condition concerns that the 2018 Facility Condition Assessment Report flagged about the Lomie Heard Building.

The condition report states the deficiencies found in the 2018 report. These were major issues in the Lomie Heard building that needed constant attention. The current campus does address most of these deficiencies.

<b>CONDITION REPORT</b>		
<b>Lomie Heard Building Deficiencies (per assessment report in 2018)</b>	<b>Resolved in 2020 New Coral Facility</b>	<b>Additional Notes</b>
HVAC Systems	Yes	
Casework	Yes	
Exit Lights	Yes	
Exterior Doors	Somewhat	Motorized doors frequently jam up or malfunction. Various exterior doors do not properly open/close due to heat exposure and other factors.
Flooring/Floor Finishes	Yes	
HVAC Cooling	Yes	
HVAC Heating	Yes	
HVAC Distribution	Yes	
HVAC Hydronics	Not Applicable	No evaporative chilling system at new site
Intercom/PA System	Yes	
Interior Doors	Yes	
Kitchen Hoods	Not Applicable	New kitchen was designed to be a warming kitchen rather than a full working kitchen due to lunch provider
Plumbing Fixtures	Yes	
Plumbing Piping	Yes	
Roof Coverings	Somewhat	Various areas of the building have frequent leaks during rain
Wall Finishes	Somewhat	Various areas of the building have frequent leaks during rain
Branch Circuits	Yes	
Ceiling Finishes	Yes	
Emergency Lights	Yes	

Fire Alarm System	Yes	
Lighting	Yes	

With that said, in the first year of operation, the campus had warranty from the builder. However, the first year was during the pandemic and the building was only used marginally. Even so, the campus was able to determine the major deficiencies that were still lingering.

During the first year of operation, it never rained in Southern Nevada. There was an extreme drought. Due to that, CASLV thought the roof coverings and wall finishes were in perfect condition.

After the warranty expired, it has rained quite a bit (for desert standards) and has exposed the condition of the roof coverings and wall finishes. There is quite a bit of leaking that happens, and it pours enough into the building to cause a safety hazard. It does not help that the window frames (not flagged in the 2018 report) are also in poor condition, so that adds to the amount of water coming into the facility.

### Current Campus & FACR Capacity Deficiencies

With the upgrade in condition, there was a noticeable downgrade in capacity. Of the spaces that received poor capacity grades, those spaces are still deficient. (The only exception being the kitchen, but it was designed to only be a warming kitchen.) Other spaces that were graded highly, they became deficient.

In the table below, you can see the difference in square footage when comparing the old facility with the new facility. For example, general purpose classrooms in the new facility have fewer average sq. ft. compared to the old facility.

<b>Space Category</b>	<b>Grade from prev. facility (in 2018 report)</b>	<b>Number provided at previous site [Lomie Heard]</b>	<b>Provided at Previous Facility (sf) [Lomie Heard]</b>	<b>Number provided at current site [CASLV]</b>	<b>Currently Provided (avg. sf) [CASLV]</b>	<b>Difference in area (sf). Current campus vs Lomie Heard</b>	<b>Is this space deficient in capacity?</b>
General Purpose Classroom	B	37	812	32	682	-130	Yes
Kindergarten	B	4	930	5	591	-339	Yes
PK	A	2	1482	2	591	-891	Yes
Cafeteria	A	1	4752	1	4832	80	No
Computer Lab	A	1	1800	0	644	-1156	Yes

Special Needs	C	1	1260	1	542	-718	Yes
Art Room	F	2	747	1	780	33	Yes
Food Service	F	1	968	1	327	-641	No
General Music Room	D	1	966	1	769	-197	Yes
Gymnasium/ Multipurpose (PE area)	F	1	1504	2	663	-841	Yes
Information Center (Library)	F	1	2300	0	644	-1656	Yes

In the table below, you can see the difference in square footage when comparing the new facility with DoDEA schools.

<b>Space Category</b>	<b>Currently Provided (avg. sf) [CASLV]</b>	<b>DoDEA Ed Spec (sf)</b>	<b>Difference in area (sf). Current campus vs DoDEA Ed Spec (sf)</b>
General Purpose Classroom	682	950	-268
Kindergarten	591	1150	-559
PK	591	1150	-559
Cafeteria	4832	4278	554
Computer Lab	644	1300	-656
Special Needs	542	1600	-1058
Art Room	780	1650	-870
Food Service	327	2732	-2405
General Music Room	769	1500	-731
Gymnasium/Multipurpose (PE area)	663	6000	-5337
Information Center (Library)	644	4498	-3854

If those capacity issues were solved, CASLV can serve more students off the waitlist. That is why it is important for the campus to expand. It will address the functional deficiencies of the current campus. Once complete, the overall campus will address the entirety of the 2018 report.

## Additional Deficiencies

After being in operation, campus leadership has identified other deficiencies of the campus. Many of these items were originally planned but had to be taken away during early construction phases due to budget costs.

<b>Room/Location</b>	<b>Deficiency</b>	<b>Deficiency Description</b>
All classrooms	Low Voltage	Needs new networking, audio, visual, data, HDMI. Current HDMI/USB ports leading to interactive display do not work properly due to improper installation.
Outdoor	Shade Structures	Shade structures are non-existent in the majority of the campus. The majority of classrooms open to the exterior, and there is a lack of indoor space for recreation. This poses a safety issue due to exposure to excessive heat and inclement weather.
Recreational Area	Turf	There should be turf for students to play on during recess year-round
Recreational Area	Sports Field	There should be an adequate sports field for multiple use in PE and various sports.
Recreational Area	Asphalt	More basketball courts, tetherball courts, and four-square
Front Office Space	Conference Room	There is no conference room. We have to use free classrooms.
Front Office	Storage	There is no dedicated storage for confidential student files
Front Parking Lot	Parking Spaces & Queueing	Should have more parking spaces for staff and families; should alleviate queueing issues for safe arrival and dismissal
Front Parking Lot	Safety Bollards	There should be safety bollards in place to protect from drivers driving onto the sidewalk and possible into the building.
Cafeteria	Acoustics	There are ineffective sound guards to reduce noise.
Art Classroom	Dedicated/Custom Art Classroom	There is no utility sink to specifically clean art supplies in general classrooms, which are currently being used for art room.
Music Classroom	Dedicated/Custom Music Classroom	There is no utility sink to specifically clean music supplies in general classrooms, which are currently being used for music room.
Computer Lab	Dedicated/Custom Computer Lab	Should not share space with library.
Library	Dedicated/Custom Library	Should not share space with computer lab.

Science Lab	Dedicated/Custom Science Lab	There is no specialty science labs, with proper storage and safety features. Any science experiments that require special science labs are not performed.
Parking Lot	Exterior	Should have more parking spaces for staff and families; should alleviate queueing issues for safe arrival and dismissal. This is a major concern as the carline queue backs up into the streets of the neighborhood.

## Design Requirements

The only state and/or local design requirements are minimal and program-based. Pre-k and kindergarten classrooms should have their own restrooms or be in very close proximity to a restroom. Self-contained special education rooms need to have their own restrooms. Art and music rooms should have their own storage and special sinks for cleaning their utensils and instruments. STEM classrooms and laboratories should be equipped with the necessary safety precautions.

Local school districts in Nevada set their own design standards. CCSD has their own design prototypes, and architects for those schools based their work off that. For CASLV, there really is no prototype. Its Nellis AFB Campus was its first ever ground-up, new-build construction.

Architect Cameron Tate, CASLV's consultant on this project, advised CASLV to develop an academic program that would meet current capacity needs while maintaining condition. In an effort to achieve net-zero status, CASLV was advised to utilize the Guiding Principles for Sustainable Federal Buildings design guide from the Council on Environmental Quality. CASLV will work with Nellis AFB Civil Engineering to ensure the drawings meet Nellis AFB's design standards.

## Nellis Air Force Base Civil Engineering & Other Support Needs

Permission has been granted to use the land through the CASLV's ground lease with Nellis AFB. As of now, Civil Engineering and Security Forces have been positive about our current plans. Civil Engineering has requested to see drawings at 30%, 60%, 90% and 100% completion marks. In working with Nellis AFB Civil Engineering, they will incorporate all pertinent departments to join them. This includes environmental, security forces, traffic control, emergency management, and base leadership among others.

CASLV will hire a project manager for the project. That project manager will work with the contractor's project manager to ensure that the project remains on track. The City of North Las Vegas will work with the team to determine water connections. Nellis AFB Fire will support emergency access development. The Southern Nevada Health District has guidelines for playground features.

## Soft Costs & Other Elements

Soft costs will total **\$17,477,129**. This includes permits, plan review, geotechnical testing, legal fees, cost estimating, and project management fees. As also part of the soft costs, furniture, fixtures and equipment will cost \$5,369,885. The architect plans to match CCSD's cost package for furnishings.

<b>SOFT COSTS</b>				
Plan Review & Permitting Fee	1%	%	\$53,698,848	\$268,495
Utility Fees	1%	%	\$53,698,848	\$536,989
Testing & Inspections	1.50%	%	\$53,698,848	\$805,483
A/E Fees	12%	%	\$53,698,848	\$6,443,862
Preconstruction Fees	0.50%	%	\$53,698,848	\$268,495
Property Survey	1	LS	\$15,000	\$15,000
Legal Fees		NIC	\$0	\$0
Environmental Fees		NIC	\$0	\$0
Land Acquisition Costs		NIC	\$0	\$0
Other Reimbursable Costs	1	LS	\$10,000	\$10,000
Project Management Fees	2%	%	\$53,698,848	\$1,073,977
FF&E	10%	%	\$53,698,848	\$5,369,885
Owner / Construction Contingency	5%	%	\$53,698,848	\$2,684,943
<b>SUB-TOTAL</b>				<b>\$17,477,129</b>

The front office remodel will have to have its entry and some of its offices torn down on the inside. This will make way for the front office remodel. This plans to take place during the summer, when school is out of session. This will ensure that no swing space is needed for the entire project.

## Delivery Method, Scheduling/Phasing, and Match

It will be required to be a design-bid build delivery method. This is critical because it will weed out inexperienced architecture firms and contractors. It will help CASLV decipher between competitive bidders to ensure that they know local and current design and construction standards. If the grant is approved by December 2023, it is CASLV's goal to complete the RFP and selection process by the end of March 2024.

There is an approximate 26-month schedule, and it encompasses only one major phase for the entire project. This is possible because staff and students do not need to be in a swing space for operations during construction.

Pre-design phase is tentatively planned to start in April 2024. If that date holds, then construction begins in January 2025. Final completion of the construction will take place in August 2026 based on that timeline. This would be enough time to prepare the school for the start of the school year in mid-August of 2026.

Lastly, this project does meet the 20% match requirement. Since CASLV had already built a campus to meet the condition of the FACR report, it does qualify to be reimbursed for 20% of its construction. However, since money was technically already spent, CASLV was advised to do an appraisal of the current campus buildings. That appraisal came out to \$18 million. Using \$18 million as the 20% match, CASLV capped its budget to \$72 million.

### **Attachment 1.1 - State Public Charter School Authority Letter of Support**

The State Public Charter School Authority has written a letter stating that it will authorize CASLV Nellis Campus to enroll 1600 students in the first school year after substantial completion.

### **Attachment 1.2 - Academic Program**

CASLV leadership planned what the academic courses would look like if this proposed project became a reality. The program helped guide design decisions.

### **Attachment 1.3 - 2020 Guiding Principles for Sustainable Federal Buildings**

CASLV used this guide to help . Their goal is to be environmentally friendly and help achieve the LEED status the client is looking for. In this project, the goal is to be LEED gold.

### **Attachment 1.4 - USAF Nellis-Creech Development and Design Handbook**

Nellis AFB Civil Engineering will review the drawings with this design guide in mind. If any alterations are needed, CASLV will do so accordingly.

## **2) Existing Site & Proposed Location**

The existing site is located at 107 Stafford Dr, Las Vegas, NV 89115. The campus opened in March 2020. It moved from the Lomie Heard building, where NAFB's school was located for more than 50 years.

The original plan for the existing site was to build on some of the provided land, and then have a second phase of construction in the future on the remaining portion of the parcel.

### **Attachment 2.1 - CASLV Nellis Campus Floor Plan & Footprint**

A floor plan and an aerial view of the campus footprint is shown. This provides perspective of what the current land was built on and how much of the land can still be developed for this potential project.

### **Attachment 2.2 - Original Drawings for the Campus**

This set of drawings are the original drawings for the campus that CASLV currently occupies. Some changes were made to some landscaping and walkways, but this set best reflects the current buildings of the campus.

### **Attachment 2.3 - Key Installation Assets Map**

This map developed by NAFB Civil Engineering shows the school in relation to key installation assets for families.

### **Attachment 2.4 - Zoned School Maps**

For students living on Nellis AFB who are not accepted into CASLV, they have to attend the locally-zoned CCSD school if they are not accepted into another public charter, magnet program, or private school.

For elementary school, students are zoned for Manch Elementary and Lowman Elementary. For middle school, students are zoned for Johnston Middle School. The provided maps show directions from CASLV to each school.

### **Attachment 2.5 - Conceptual Site Plan**

When construction is completed for this proposed project, this is what an overhead of the campus would look like. The entire amount of land available to CASLV would have been developed for this future project.

### **Attachment 2.6 - Conceptual Schematic Drawings**

These are preliminary drawings based on the academic program developed by CASLV administrators and requests from the campus staff. It also contains the site demolition plan.

### **Attachment 2.7 - Conceptual Renderings**

The provided conceptual renderings are a visual preview of the project's outcome.

### 3) Feasibility Analysis

Building on the empty adjacent land to the campus is the most feasible alternative. In reality, it is the only alternative. CASLV has a 50-year ground lease with the U.S. Air Force. In that lease, it gives CASLV the rights to build on that ground. CASLV used a partial amount of the land for its campus, with the remainder saved for a 'Phase 2' construction in the future. In meetings with Nellis AFB Civil Engineering, they have stated that the ground is ready to go for any construction.

CASLV wanted to maximize the remaining land. It noticed flaws in its design for traffic flow. It wanted to incorporate that. CASLV wanted to incorporate more recreational features for its students. CASLV wanted to add more shade structures. CASLV wanted to add facilities that would help support its academic rigor and serve more military students.

CASLV served 960 students at its Nellis AFB Campus in SY 2021-2022. That has been maximum enrollment year-over-year. Due to its lottery system, CASLV cannot serve all military families that apply to its lottery. For the same school year, there were 616 students on the waitlist.

#### Zoned Schools

Many families who do not get a spot are waitlisted and have to attend the zoned neighborhood schools if they don't have any other option. With the school being in walking proximity to 90% of the housing on Nellis AFB, a child could have a 1-minute walk to the campus but not be able to attend due to not being chosen in the lottery. The nearby district schools can be bussed from on the base to its neighborhood school off the base. These schools are 1- to 2- star schools, have overcrowding in them, and may not have the best teacher quality.

	<b>CASLV</b>	<b>Clark County School District (as a whole)</b>
<b>ACT Math</b>	60	27
<b>ACT Read</b>	52	49
<b>ACT Sci.</b>	37	20
<b>2021 Grad Rate</b>	100%	80.94%

## **Addressing the Facility Assessment Condition Report**

This project is mainly focused on addressing the capacity issues created by the new campus. With the downgrade in capacity from the old Lomie Heard building to the new campus, it has been difficult to operate. However, FACR condition deficiencies were addressed with the new construction.

## **Other Points of Analysis**

The average CCSD budget for construction in 2019 was \$300 per square foot. In 2023, the standard is now \$450 per square foot. This price escalation could continue trending upwards as construction nears. This is based on knowledge from multiple companies who have been working on CCSD schools within the past 20 years.

For comparison's sake, a school of the same build in Utah would cost half the price. Nevada has healthy labor laws backed by strong unions.

The standards for any new build is for the building to last for 50 years. That is the plan with this campus. The State of Nevada and Clark County do not enforce any replacement guidelines on Nellis AFB. Previous engineering reports for the construction of the current campus can be easily updated since they are less than 10 years old. Not much has changed environmentally on base to affect any change in the reports.

CASLV is aiming for an environmentally-friendly campus that is net-zero. The project will try to incorporate panels for offsetting emissions for clean energy. The goal is to retrofit the existing space and build the new space with energy efficiency in mind.

## **Attachment 3.1 - CASLV-Nellis AFB Ground Lease**

This is the agreement referenced between CASLV & Nellis AFB. Per Nellis AFB Civil Engineering, the ground lease gives CASLV the right to move forward with any construction. This provides strong feasibility to make this project happen.

## 4) Reports & Studies

We have included four relevant reports and studies.

### **Attachment 4.1 - 2015 Phase I Environmental Report**

Phase I Environmental Site Assessment conducted for the current campus prior to construction, which revealed no evidence of recognized environmental conditions in connection with the property and school site. Engineering firm Ninyo & Moore has stated that the report is still valid for the remaining empty land parcel.

### **Attachment 4.2 - 2017 Environmental Management and Mitigation Plan**

This report was developed prior to campus construction. It ensured that the construction of any school would have environmental impact mitigation. It brought to light a few things to consider:

- Impact to threatened or endangered species federally protected under the Endangered Species Act (ESA)
- Impact on ground-nesting birds at the project site
- Impact of construction-generated emissions from ground surface preparation at the project site
- Impacts at the project site from an accidental leak or spill of fuels or chemicals
- Impact to traffic accessing security gates for Area III (main base housing side) during school commute times
- Impact to ambient noise to some homes adjacent to the project site

The original school construction was successful in managing these mitigating factors to the environment. The new construction would look to replicate this.

### **Attachment 4.3 - 2018 Geotechnical Evaluation Report**

Engineering firm Ninyo & Moore conducted a geotechnical soils report of the land the school was built on. This was completed prior to the start of construction of the original campus. Acres of the land remain untouched for new construction, and the soil quality has been unaffected. The soil is ready for construction of an addition to the campus.

### **Attachment 4.4 - 2022 Traffic Study**

The NAFB Traffic Safety Coordination Group (TSCG) reviews sites on Base that are affected by traffic flow. They identified the campus as one of the areas on base that need improvement. Their review provides recommendations for what to do next. These have been taken into consideration for the next improvements.

## 5) Current Cost Estimate

The current cost estimate is \$71,175,977. This includes the cost for fees & permits (including architectural, engineering, environmental compliance, etc.), construction costs (renovations to existing campus, any demolition needed, new construction, etc.) and any general requirements (contingencies, equipment, etc.).

This initial estimate was conducted by a consultant who has designed multiple CCSD schools. All project elements were included in his estimate. The estimate was based on current market conditions. There is a plan to hire a 3rd party cost estimator to verify or adjust the estimate after the initial full-set of drawings is completed. Then, at each milestone, 30%-60%-90% completion marks, the estimator would provide an estimate at design.

If the 3rd party cost estimate differs from the primary estimate in a design-bid build, the contractor would provide an estimate as well. Everyone would come together for reconciliation. There would be a meeting led by the contractor and estimator. Each estimate should have a variable of 1-2%. During this time, subcontractors would be asked to provide values, historical data would be looked into, and other project data would be viewed.

A cost risk is the current inflation period. Local market conditions have driven up the price on many key construction materials. By the time materials are ordered, there is a possibility that prices can skyrocket. Due to working with taxpayer money in Nevada, any workers on this project must be paid prevailing wage. This will drive up the cost of subcontractors. Contractor delays are always a possibility, so strong project management is required. However, whenever working with third parties, there is always a possibility of materials taking longer to be delivered than expected and/or certain parts of the project taking longer to complete due to weather, labor, etc.

The contingencies were determined by a percentage of unforeseen conditions. There is an escalation in projects. The design and construction and design contingencies are a percentage of that cost.

### **Attachment 5.1 - Estimated Budget**

The estimated budget identifies the project costs in the following areas:

- Project administration
- Architectural / Engineering, Design
- Preparation of environmental documentation
- Inspection and Testing
- Construction
- Equipment and Furnishings
- Contingency Costs
- Demolition of facilities being replaced, renovated or repaired

## 6) Comparison of Costs & Construction Standards

CASLV has to submit a request for amendment (RFA) to its charter with its authorizer, the State Public Charter School Authority. The RFA will request two things for its Nellis AFB Campus: 1) to increase its student enrollment and; 2) for the construction project to allow the campus to occupy additional space. This RFA will be submitted during after the funding is approved.

### Comparison of CCSD New Build Standards vs CASLV Nellis AFB Campus

CCSD New Build Standards	Current CASLV Nellis AFB Campus
85,000 sq feet	50,000 sq feet
Audio-Enhanced Classrooms	Classrooms with no audio enhancements
Turf area designed for year-round activities	No turf play space
4 basketball courts, 3 playgrounds & 2 shade structures	1 basketball court, 1 playground, 1 shade structure
Library & Computer Lab in their own dedicated spaces	Using cooldown room to be Library & Computer Lab
Art & Music Specific Classrooms w/ unique elements	Art & Music Classes in Generic Classrooms
Science Labs with proper equipment & storage	No dedicated science spaces
Multipurpose room with a stage	Multipurpose room has no stage
Every entry & egress is covered from elements	Only the kindergarten hallway provides coverage
Outdoor walkways have element coverage	No outdoor element coverage
Car queueing is up to local traffic standards	Car queueing backs up traffic in the neighborhood
Main office has a conference room for meetings	No conference room available

### CCSD New Build Costs

CCSD has had many projects within the last 10 years due to their 2015 capital improvement bond. Below, you will find a sample size of the construction projects, the number of students the school is projected to serve after construction, the total price, the square footage and the price per square footage.

School	# of Students Served	Total Cost	Sq Footage	Price/Sq Foot
Abston Elementary	850	\$25,000,000	100,532	\$248.68

Barber Elementary	850	\$24,000,000	100,913	\$237.83
Ellis Elementary	850	\$24,000,000	101,620	\$236.17
Griffith Elementary	850	\$46,200,000	79,000	\$584.81
Jenkins Elementary	850	\$26,630,000	105,922	\$251
Ullom Elementary	850	\$40,900,000	106,000	\$385.85
Wasden Elementary	850	\$42,300,000	95,000	\$445.26

All of these projects reference the same time period, because they have been completed within the last 10 years. Cost escalation usually being at the midpoint of a project, so variance is low if conditions were the same. Conditions though can vary based on square footage, number of students being served, the design of the school, academic program, etc.

The estimated project cost is higher now than many of the CCSD projects for a variety of reasons:

- Currently in a period of inflation
- Market volatility for materials
- Nevada has now required any state projects have to have prevailing wage
- Aim to be have a strong LEED status and be NEPA-compliant
- 

**Attachment 6.1 - CCSD Elementary School Design Prototype**

CCSD uses this design prototype manual as the baseline requirements for any elementary school new build. Architects build their designs off of this prototype.

**Attachment 6.2 - CCSD Middle School Design Prototype**

CCSD uses this design prototype manual as the baseline requirements for any middle school new build. Architects build their designs off of this prototype.

**Attachment 6.3 - CCSD Capital Improvement Construction Costs**

In recent years, CCSD has completed many renovations, replacement schools (complete remodel of existing school) and brand new school builds. The attachment includes a comparison of what some of these schools cost, which was sourced from a CCSD-provided [website for their capital improvement plan](#).

**Attachment 6.4 - Example of Construction Budget for CCSD School**

CASLV was able to receive a construction budget from a local contractor that is working with CCSD to build a school for them. This is an estimated budget for reference to costs of a school that started construction in summer 2023.

## **7) Permits Needed**

### **Installation/Federal Permits**

NAFB will require a dig permit since more than 100 cubic yards will be excavated for this project.

### **Local Permits**

A City of North Las Vegas off site permit may be needed to tie in new water lines to existing lines. A dust control permit will be needed from Clark County's Division of Air Quality.

### **State Permits**

Nevada Division of Environmental Protection stormwater construction permit will be needed.

### **Any Special State or Local Reviews and Approval Processes**

CASLV has to submit a request for amendment (RFA) to its charter with its authorizer, the State Public Charter School Authority. The RFA will request two things for its Nellis AFB Campus: 1) to increase its student enrollment and; 2) for the construction project to allow the campus to occupy additional space. This RFA will be submitted during summer 2023 after the funding is approved.

Southern Nevada Health District and Nevada Department of Education both need to review any play structures that may be utilized by pre-k students.

### **Attachment 7.1 - Permits List from Original Construction Meeting 44 Minutes**

During the original construction of the current campus, weekly owner's meetings were held. The meeting minutes from each meeting listed the overall number of permits needed for the construction. These specific set of minutes support the permits above.

## 8) Proposed Schedule

An estimated time schedule for design, permitting, bidding and construction has been completed. It is based on a standard timeline for LEA new school build construction projects.

An in-depth construction schedule would be created by the contractor upon bidding. OLDCC grant actions would be reviewed monthly by CASLV, the project manager, the architect and the contractor. This will ensure that CASLV is on top of all matters.

The NEPA timeline will be developed by the engineer contracted by the architect.

The warranty period will last 1-year after completion of construction.

### **Attachment 8.1 - Preliminary Schedule**

This attachment shows the preliminary schedule for the project. The schedule shows the duration needed for each phase of the project process. (Please disregard the start and end date columns.)

The total project begins after grant approval in December 2023 and substantial completion is aimed for August 2026. The new facilities will be ready for the start of the 2026-2027 school year.

## **9) Installation Support**

An installation support letter in the form of a memo from Nellis AFB.

### **Attachment 9.1 - Installation Support Letter**

The 99th Air Base Wing Mission Support Group has provided an installation support memo on behalf of Nellis Air Force Base. The memo was signed by Col. Kevin Mares.

## **10) Non-Flood Zone**

The proposed construction area is not located in a FEMA-identified special flood hazard area. The current campus was built on the site in 2020, and any rain (including heavy, monsoon-like rains during late summer in Southern Nevada - known locally as “monsoon season”) has not led to catastrophic flooding of the school.

### **Attachment 10.1 - FEMA Flood Zone Map**

Using FEMA’s website, we were able to confirm that the school is not located in a flood zone. It is identified as an “Area with Reduced Flood Risk due to Levee.”

### **Attachment 10.2 - Drainage Ditch Location**

Directly located to the east of the campus, there is a drainage ditch. This helps mitigate flooding for an already developed site. On this map, it is highlighted in purple.

## 11) Matching Funds

In addressing condition deficiencies from 2018, the cost of the new facility that opened in 2020 was \$14,000,000. However, since CASLV already tried to address the deficiency report by building a new campus, it was determined that CASLV would perform an appraisal of its buildings.

The appraisal stated the current campus facility is worth \$18,000,000. Therefore, CASLV's request is for \$18,000,000.

The table below describes the work completed in the new campus that helped improve the condition deficiencies addressed in the 2018 report. This helps support why the current facility should be used as the 20% match.

Item No.	Description of Work	Total Completed and Stored to Date	%	Balance to Finish
0	Schedule of Values	0.00	0.00%	0.00
1.1	General Conditions and Temporary Facilities	537,321.00	100.00%	0.00
1.2	Final Cleaning	10,500.00	100.00%	0.00
1.3	Temporary Fencing	12,151.00	100.00%	0.00
2.1	Surveying and Staking	28,900.00	100.00%	0.00
2.2	SWPPP	10,500.00	100.00%	0.00
3.1	Building Concrete	571,076.00	100.00%	0.00
3.2	On site Concrete	359,928.00	100.00%	0.00
3.3	Off site Concrete	29,747.00	100.00%	0.00
4.1	Masonry	146,500.00	100.00%	0.00
4.2	Retaining Walls	49,220.00	100.00%	0.00
5.1	Structural Steel	748,869.00	100.00%	0.00
6.1	Wood Framing	1,106,402.00	100.00%	0.00
6.2	Mill Work	243,650.00	100.00%	0.00
7.1	Waterproofing and Sealants	35,548.00	100.00%	0.00
7.2	Metal Berridge Panels	88,252.00	100.00%	0.00
7.3	TPO Roofing	478,537.00	100.00%	0.00
7.4	Insulation	135,245.00	100.00%	0.00
8.1	HM Doors, Frames, and Hardward	359,360.00	100.00%	0.00
8.2	Glass and Glazing	327,976.00	100.00%	0.00
8.3	Overhead Doors	5,807.00	100.00%	0.00
9.1	Exterior Stucco	950,000.00	100.00%	0.00
9.2	Flooring	352,120.00	100.00%	0.00

9.3	Polished Concrete	34,090.00	100.00%	0.00
9.4	Light Buage Framing/ ACT/Drywall Paint	790,322.00	100.00%	0.00
10.1	Whiteboards/Markerboards	41,444.00	100.00%	0.00
10.2	Toilet Accessories	85,784.00	100.00%	0.00
10.3	Fire Extinguishers	4,410.00	100.00%	0.00
12.1	Window Furnishings	65,250.00	100.00%	0.00
21.1	Fire Supression	338,650.00	100.00%	0.00
22.1	Plumbing	476,500.00	100.00%	0.00
23.1	HVAC	903,850.00	100.00%	0.00
26.1	Electrical	1,332,654.00	100.00%	0.00
27.1	Teledata/Comm/Security/Safety	645,350.00	100.00%	0.00
31.1	Earthwork and Grading	587,811.00	100.00%	0.00
32.1	Landscaping/Site furnishings/ Fencing	249,426.00	100.00%	0.00
32.2	Striping/Signage	14,639.00	100.00%	0.00
33.1	Site Utilities	308,400.00	100.00%	0.00
9.1	General Liability Insurance	56,963.00	100.00%	0.00
99.2	Builder's Risk Insurance	77,000.00	100.00%	0.00
99.3	Payment and Performance Bonds	154,000.00	100.00%	0.00
99.4	Contractor's Contingency	189,875.00	100.00%	0.00
99.5	Contractors Overhead and Profit	506,336.00	100.00%	0.00
99.6	Architectural Fees	57,416.00	100.00%	0.00
99.7	Owner's Contingency	300,000.00	100.00%	0.00
10001	RFC 01: Utility Exploration	0.00	0.00%	0.00
10002	RFC 02: Schedule Extension	0.00	0.00%	0.00
10003	RFC 03: Utility Exploration	0.00	0.00%	0.00
10004	RFC 04: CCA 4, Delta 6, & Stem Walls	0.00	0.00%	0.00
10005	RFC 05: Hydrant Flow Test	0.00	0.00%	0.00
10006	TFC 06: Owner Contingency	(234,005.82)	100.00%	0.00
10007	RFC 07: Playground Installation	0.00	0.00%	0.00
<b>Grand Totals</b>		<b>\$13,573,773.18</b>	<b>100.00%</b>	<b>0.00</b>

CASLV can acquire matching funds if a full reimbursement is not granted and is then required to pay a 20% match for whatever reason. CASLV can find ways to curb construction costs by redesigning its plans if needed.

CASLV has experience with past construction bonds. CASLV was approved for a construction bond in 2020 for \$35 million. This was used to fund the construction of CASLV's Cadence Campus in Henderson, Nevada.

**Attachment 11.1 - Letter Match Request Letter**

A match request letter was written by CASLV Nellis AFB Campus Principal Miadora Nelson.

**Attachment 11.2 - Building Appraisal**

This appraisal details the worth of the current campus. The appraisal appraised the buildings but not the land itself.

## 12) NEPA

Nellis AFB Civil Engineering conducted a NEPA report in 2015. The report was to identify alternatives for the future of its school on base. The NEPA report went through many environmental indicators. It narrowed the alternatives down to four possibilities.

Due to the NEPA report, when Nellis AFB partnered with CASLV to be its school operator, Nellis AFB provided its preferred alternative for a future school site, which is where the current campus is located today.

Given that the area is an already-developed, liveable place, the environmental impact should be minimal. Since the area already experienced the current campus construction, Nellis AFB and CASLV have shown they can mitigate environmental impacts.

If the grant is awarded, CASLV will hire an engineer to focus specifically on NEPA. CASLV will ensure that Nellis AFB Civil Engineering and their environmental team are looped in at all times regarding NEPA.

### **Attachment 12.1 - 2015 NEPA Report from Nellis AFB**

In a meeting with Nellis AFB Civil Engineering, the Civil Engineering team stated that the NEPA report is still valid for the given site.

### **Attachment 12.2 - NEPA Schedule**

A NEPA review was integrated into the construction schedule (disregard start and end dates). This will happen in the first month before full design begins. There will be routine checkpoints throughout the process to make sure the project is adhering to NEPA standards. A checklist will be made to help with the process.

## **13) Financial Audits**

We have included the last 4 years of financial audits of Coral Academy of Science Las Vegas. These audits show the fiscal viability of the organization.

### **Attachment 13.1 - School Year 2021-2022 Audit Report**

Financial statements addressed on June 30, 2022.

### **Attachment 13.2 - School Year 2020-2021 Audit Report**

Financial statements addressed on June 30, 2021.

### **Attachment 13.3 - School Year 2019-2020 Audit Report**

Financial statements addressed on June 30, 2020.

### **Attachment 13.4 - School Year 2018-2019 Audit Report**

Financial statements addressed on June 30, 2019.

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# Attachment C

CASLV

Restorative Justice Plan



## CORAL ACADEMY of SCIENCE LAS VEGAS 2023-2024 RESTORATIVE DISCIPLINE PLAN

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Nevada Law SB 89 was passed in 2019. It amended NRS 392.4644 to read as follows:

1. The principal of each public school shall establish a plan to provide for the **restorative discipline** of pupils and on-site review of disciplinary decisions. The plan must:
  - (a) Be developed with the input and participation of teachers and other educational personnel and support personnel who are employed at the school, and the parents and guardians of pupils who are enrolled in the school.
  - (b) Be consistent with the written rules of behavior prescribed in accordance with NRS 392.463.
  - (c) Include, without limitation, provisions designed to address the specific disciplinary needs and concerns of the school.
  - (d) Provide restorative disciplinary practices which include, without limitation:
    - (1) **Holding a pupil accountable for his or her behavior;**
    - (2) **Restoration or remedies related to the behavior of the pupil;**
    - (3) **Relief for any victim of the pupil; and**
    - (4) **Changing the behavior of the pupil.**
  - (e) Provide for the temporary removal of a pupil from a classroom or other premises of a public school in accordance with NRS 392.4645.
  - (f) Include the names of any members of a committee to review the temporary alternative placement of pupils required by NRS 392.4647.

Nevada Law SB 168 was also passed in 2019. It defined restorative justice as:

Per NRS 392.472(6)(b), "restorative justice" means nonpunitive intervention and support provided by the school to a pupil to improve the behavior of the pupil and remedy any harm caused by the pupil. Restorative justice requires more focus on repairing relationships, mediation techniques, alternative accountability, and community collaboration in working with the holistic development and improvement of each student.

**Discretion:** In all circumstances, school administrators will make decisions based upon the health, safety and welfare of all students. Decisions will be made regardless of real or perceived race, creed, religion, sex, sexual orientation, gender identity, economic status, and/or disability status - with a focus on student success and their pathway to graduation. The use of restorative justice can be used in conjunction with progressive discipline as needed, ***at the administrator's discretion.***

**Needs of a Campus:** Each campus may have different disciplinary needs than the others. Given a variety of factors, what may work for the Sandy Ridge Campus may not work at the Centennial Hills Campus for example. Likewise, what works at for middle school grades may not work for early education grades. The supports at each campus will vary based on its needs, as determined by campus leadership.

**Written Rules of Behavior:** Per NRS 392.463, CASLV has its written rules of behavior documented in its parent-student handbook. The parent-student handbook for each campus is posted to the campus' website and has to be acknowledged by all parents at the start of each school year (via signature form). In spring 2020, the parent-student handbook was revised to include restorative practices and this restorative discipline plan. Moving forward, the parent-student handbook (with the restorative discipline plan in it) is revised every spring for the following school year and has to be approved by the Board.

## IMPORTANT ANNUAL COMPLIANCE DATES

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On or before **September 15** of each year: Input from Stakeholders

Each spring, the principal of each school must review the district's Restorative Discipline Plan and, in consultation with teachers, school administrators, other educational and support personnel, parents/guardians, and students who are enrolled in the school, make recommendations for revisions. The Director of Operations compiles all recommendations from each campus principal. The DOO works with Central Office staff will finalize the key revisions to the Restorative Discipline Plan. At the final board meeting of each school year, the DOO will share these revisions to the Board during the student handbook changes presentation. The Board will decide on revision approvals at that time.

On or before **November 15** of each year: Report to the Superintendent's Office

Each district Board of Trustees shall submit a written report to the Superintendent of Public Instruction that describes the progress made by each school in the district with respect to complying with the requirements of AB 168. The progress report must also be posted on the district's website. The report will be compiled by the DOO and presented to the Board in a fall Board meeting prior to November 15. If approved by the Board, the DOO will submit the report.

Each quarter of each year (AB 490, 2019): Suspension & Discipline Reporting

The principal of each school must report data related to student discipline to the district Board of Trustees which must include, without limitation: the number of expulsions and suspensions of pupils and the number of placements of pupils in another school. Such data must be disaggregated into subgroups of students and types of offense. The principals will present this data to the Director of Operations. The DOO will present this quarterly data to the Board at the next appropriate Board meeting.

## PBIS & MTSS

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Positive Behavioral Interventions & Supports (PBIS) practices have been incorporated into this restorative discipline plan. PBIS and restorative discipline are both whole-school models that can be used hand-in-hand to increase positive outcomes for student behavior. Both emphasize prevention and positive responses to problem behavior. PBIS' multi-tiered structure for implementing practices and the systematic use of data provide a framework for using Restorative Practices that include a process for including youth, staff, and community voice within that framework.

Multi-tiered System of Supports (MTSS) has been incorporated network-wide to develop a positive culture among its campuses. MTSS provides for tiers in working with students who make poor decisions. Administrators and staff use the appropriate tier when it comes to specific students and specific cases.

**Tier 1 Supports (Preventive/Proactive Practices)-** Focuses on the prevention of problem behavior by emphasizing universal support.

Coral Academy of Science Las Vegas utilizes various forms of system and school-wide proactive approaches for all students as a foundation for culturally - responsive behavioral support. They include but are not limited to:

- School-wide Expectations/Guidelines of Success
- Positive Behavior Supports

- Character Recognition
- Attendance Recognition
- Teacher/Staff Recognition
- Social Emotional Learning Curriculum
- Behavior Support Team

**Tier 2 Supports (Responsive Practices)**- Designed to prevent the development and escalation of problem behaviors for students who are identified as being at risk for developing chronic behavior problems. Coral Academy of Science Las Vegas provides targeted support to students who aren't successful with Tier 1 support alone. CASLV support at this level is more focused and based on behavior data and documentation. Tier 2 supports include but are not limited to:

- Small group social skills instruction
- Academic small group support
- Parental support
- Mentoring
- Alternative Conflict Resolution

**Tier 3 Supports (Restorative and Reintegrative Practices)** - Designed to reduce the intensity, frequency, and/or complexity of problem behaviors by providing individualized behavior support using evidence-based interventions. CASLV provides individualized interventions and supports to reduce the occurrences and/or intensity of undesirable behaviors. Students requiring Tier 3 support are referred to our Behavior Support Team. Possible intervention includes but is not limited to:

- Tribunal Meeting (Restorative Justice Action Plan)
- Mentoring
- Counselor Referrals
- Behavior Contract and Reward Plan
- Behavior Plans
- Student Check-Ins
- Behavior Contract with Behavior Goals

## **TRAUMA-INFORMED PRACTICE**

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Trauma is an emotional, psychological, physical, and/or neurological response to a real or perceived threat to life, well-being, or safety. When a traumatic experience occurs, a person's or community's sense of safety and well-being can be damaged such that the usual ways of coping don't seem to work. Trauma can negatively affect the mental, physical, emotional, behavioral, and spiritual health of individuals and their loved ones, and that trauma can affect childhood development as well. When incorporating restorative discipline, it is important to bring a trauma-informed lens to the practices. That way, restorative justice can be complete and more whole. Some key strategies are:

- Provide comfortable environment that enhances safety and minimizes arousal
  - a. Additional stresses can emotionally and cognitively overwhelm traumatized children and adults
  - b. Limit physiological arousal such as loud voices, crowded spaces
  - c. Provide: Fidget toys, art, access to door, food and beverages
  - d. Ask: What can we do to make you feel as good as possible in this room?
- Watch for signs of re-traumatization:
  - a. Eye contact, repetition
  - c. Getting quiet, withdrawal
  - e. Denial, blaming others, avoidance
  - g. Minimization of problem

## **RESTORATIVE DISCIPLINE**

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### **RESTORATIVE PRACTICE for OFFENDING STUDENT:**

When students make poor decisions or demonstrate unacceptable behaviors, the administration will implement a restorative action plan for the student in addition to progressive disciplinary consequences as needed (based on the infraction and its severity, student discipline history, the effect on campus safety & culture, the remorsefulness of the offender).

If future offenses are committed by the same student, the following actions (but not limited to) may be implemented:

- Increased Amount of Restorative Practices
- Restorative Action Plan (revision based on behavior)
- Behavior Development Plan
- Community Intervention Plan
- Behavior Contract
- Discipline Committee Review

These plans focus on interventions which provide the student with community support, socioemotional learning support, building accountability, and repairing harm done to the victim(s). This opportunity allows the offending student to reflect on the poor decision made and make the choice to improve.

It is important to note that common sense and good judgment will prevail in all cases. CASLV students are expected to show respect for themselves and others. Students are expected to behave in ways that are acceptable to classmates and conducive to learning. Behavior can be generally corrected when parents and teachers work together. Continued disregard for school rules is a key factor for including progressive consequences. Restorative action is also commensurate to the severity of the offense.

Administration will make the final decision on disciplinary actions. If the administration determines that a Restorative Action Plan would not be practicable or more punitive action is needed, the following discipline measures may be imposed: RPC, Suspension, or Expulsion.

If the student continues to exhibit disruptive, dangerous, defiant, or otherwise undesired behavior and/or the student violates their Restorative Action Plan (RAP), parents must come to campus and attend a Required Parent Conference (RPC). The RPC may include members of the Restorative Justice Team, members of the leadership team, the parent(s)/guardian(s), and the student.

CASLV's restorative action plan template is included at the end of this document.

### **RELIEF FOR VICTIM:**

The victim shall report any retaliatory behavior and any improper communication directed at the victim. Along with that, multiple steps from staff will be there to care and support for the victim's wellbeing.

1. The necessary staff members will be apprised of the situation and will make every effort to provide support.
2. Any school staff who witness or are otherwise made aware of any harassing, intimidating, cyberbullying, bullying, or retaliatory behavior directed toward the student will intervene immediately and will report such behavior to the principal.
3. A teacher will be designated as the student's primary point of contact (trusted adult) on staff.
4. A leadership administrator or student support staff member will meet with the student as much as needed, even daily.

## **REQUIRED PARENT CONFERENCE, SUSPENSION & EXPULSION**

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### **REQUIRED PARENT CONFERENCE:**

A Required Parent Conference (RPC) can be used by campus leadership when a student parent conference or temporary removal of a student is necessary. There will be no loss of school days unless the student is temporarily removed. Any removal may not exceed 48 hours from and including the date of disciplinary offense. Such days will account toward the maximum allowable days for exclusion for students with disabilities.

1. Any student may receive an RPC.
2. An RPC may not be used in lieu of suspension.
3. If the parent does not communicate with school administration to schedule a conference by the next day, the administration will make reasonable efforts to contact the parent(s) or legal guardian(s) and document the attempts.
4. Conferences may be held by phone when appropriate or when requested by the parent or guardian as a result of hardship.
5. Students may not be suspended for failure of the parent to schedule or participate in a required conference.
6. If the parent or guardian does not participate in a required conference, the administration shall determine if it is necessary that the student remain out of school. If the administrator determines that it is necessary that the student be kept out of school, the administrator shall convene a site discipline committee meeting. The committee can make their determination if a suspension is warranted or not.

### **SUSPENSION:**

Only students who are at least 11 years old may be removed from CASLV, suspended, or expelled with the following exceptions: A general education student in possession of a firearm or dangerous weapon (NRS392.466.3), Under extraordinary circumstances, in which case a school may request an exception to this prohibition from the CASLV Board of Trustees (NRS 392.466.9, NRS 392.467.1). Accordingly, suspension or expulsion of students in CASLV will occur only in compliance with all state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, as applicable. When city, state or federal laws have been violated, a referral will be made to the proper legal authorities. Additionally, CASLV will provide a Restorative Justice intervention and action plan prior to the expulsion of any student, removal of a student for infractions.

### **DISCIPLINE LIMITS FOR SPECIAL EDUCATION STUDENTS:**

- **Age 11+:** Discipline is limited to suspensions of 1-5 days per occurrence or permanent expulsion. The statute does not provide authority for nonpermanent expulsion. (Cumulative suspensions greater than 10 days require hearing).
- **Age 11+** limit for all four categories of misconduct (no exception for possession of a firearm or dangerous weapon).
- Students with an IEP under age 11 must not be suspended or permanently expelled except under extraordinary circumstances.

### **HABITUAL DISCIPLINARY PROBLEM:**

If a student has been suspended from CASLV, school administrators will develop a Restorative Action plan. This intervention and action plan should be designed to prevent the student from being deemed a habitual disciplinary problem. If infractions continue despite the implementation of the action plan with fidelity, a student will be considered a Habitual Disciplinary Problem (HDP). Written evidence must be provided that documents that within one school year the student has:

1. Threatened or extorted, or attempted to threaten or extort, another student or school employee two or more times; or
2. Has a record of five significant suspensions in one school year for any reason. Significant suspensions from previous-attended school will count if within one school year.

A student who is declared a Habitual Disciplinary Problem (NRS 392.455) and is at least 11 years old, will be suspended or expelled from school for a period of time not to exceed one school semester as determined by the seriousness of the acts which were the basis for the discipline or expelled from school under extraordinary circumstances as determined by the principal of the school.

**SIGNIFANT SUSPENSION:**

A significant suspension is defined as a suspension lasting for 3 days or longer.

**EXPULSION:**

Campus discipline committees can meet in extreme cases. If they make a recommendation for expulsion, the case will go to the Central Office Safety Committee. After gathering all the evidence needed, the COSC will decide for an alternative consequence or rule that a student should be expelled.

**BOARD of DIRECTORS' SPECIAL AUTHORITY:**

The Board of Directors has the authority to suspend or expel any Special Education students and any students under the age of 11. This happens in extremely rare cases with extenuating circumstances and severe consequences are needed.

**APPEALING SUSPENSION:**

If a student receives a suspension, the student/student's parents may appeal the suspension. In order to do so, they must notify the administration in writing within 24 hours of being notified of the suspension. If the student/student's parents choose to appeal the suspension, a meeting with an administrator that did not participate in the original suspension ("appeal administrator") must be scheduled within 3 school days of the original suspension. Between the original suspension and the appeal meeting, the student will be placed in an In-School Intervention pending the results of the appeal. An appeal may result in an increased or decreased suspension. If the suspension is not upheld on appeal, the appeal administrator may implement a lesser form of discipline. If the suspension is upheld, any time spent in In-School Intervention between the original suspension and the appeal meeting will be counted as part of the suspension. The decision of the appeal administrator is final.

**APPEALING EXPULSION:**

If the Central Office Safety Committee determines a student will be expelled, the Committee will contact the student/student's guardian(s) within 24 hours of the hearing with its decision. If the student/student's guardian(s) disagree with the committee's decision, they may appeal to the Board of Directors within 5 days of the expulsion decision. An appeals hearing then take place within 5 days of appeal notice. The appeals policy can be found posted on the school website and in the parent-student handbook.

**PLACEMENT AT DIFFERENT SCHOOL:**

At the Appeals Hearing, the Board of Directors will consider all evidence, including evidence from the investigation, witness statements, live testimony, etc. The decision by the Board of Directors will be final. If the hearing is waived or the Board of Directors confirms the decision to expel, according to NRS 392.466(3), a parent/guardian must know they may:

- a. Enroll their child in a private school pursuant to chapter 394 of NRS or homeschool their child; or
- b. Enroll their child in a program of independent study provided pursuant to NRS 389.155 for pupils who have been suspended or expelled from public school or a program of distance education provided pursuant to NRS 388.820 to 388.874, inclusive, if the pupil qualifies for enrollment and is accepted for enrollment in accordance with the requirements of the applicable program.

Parent(s)/Guardian(s) may also enroll their child in the zoned school. The zoned school has the choice of whether to enroll the student or not as a student expelled from public school.

***Below is a template of CASLV's Restorative Action Plan:***

## RESTORATIVE ACTION PLAN for STUDENTS

---

Campus:  
Student Name:  
DOB:  
Grade:

Parent/Guardian(s):  
Discipline Administrator:  
Other People Present in the Meeting:  
Meeting Date, Time & Location:

### Restorative Interventions and Explanation:

#### Support by Community:

- Starting on [date], [student name] will have weekly check-ins with [staff name], [staff position]. [student name] will also be able to request to meet with [second staff] at other times as needed.
  - This intervention was selected with the goal of building, strengthening, and restoring relationships on campus. This is intended to provide the student with a voice, respect, and acceptance.

#### Support by Social & Emotional Learning (SEL):

- [Student] will participate in [SEL activity] tailored to their needs, starting with a lesson on respect (towards others and themselves) on [date]. [Student] will complete the assignment and participate in a debriefing with a [staff name].
  - This intervention was selected to intentionally teach students self-awareness, self-management, social awareness, relationship skills, and responsible decision making. Students will need these skills to navigate life as successful adults, so we must assist students with developing them.

#### Reintegration by Accountability:

- On [date] and [date], [student] participated in [restorative justice practice] with [staff name] to discuss the events leading up to the incident, how [student] was thinking and feeling at the time of the incident, who they impacted with their choices, and what they needed to do to make things right. Expectations for classroom behavior were clearly explained and [student] had the opportunity to ask clarifying questions as necessary.
  - We must set high expectations and provide support to hold students accountable for repairing and learning from the impact of their actions. Students must understand the impact of their choices, take responsibility, and work to repair the harm.

#### Restoration by Healing and Repairing Harm:

- On [date], [student] elected to write a letter of apology to [victim], the [victim] in [student incident]. The letter was sincere and addressed the situation thoroughly. The letter was shared with [victim].
- [Student] was offered the opportunity to sit down with [victim] to discuss the matter.  
**Write Outcome, i.e.:** [victim/student] declined at this time.
  - We must identify the needs of all parties involved, address these needs, address the root cause of the behavior, rebuild impacted

relationships/communities, and provide opportunities for the student to reflect on, heal, fix, and learn from their actions.

**How will the interventions work together to provide the student with support to be successful?** The rules and expectations of behavior have been clearly explained to [student]. [student] has had the opportunity to reflect on their actions and see the impact their choices have had on the educational environment. [student] has talked about alternate ways of handling a similar situation in the future and has developed a plan to be better prepared for days when they come to school frustrated. Additionally, by providing [student] with access to multiple staff members and opportunities to seek assistance, we are helping [student] to see that there are many people on campus who care about them and their success. We want to ensure [student] knows that they can come to any of us for help or assistance and we can help them work through their struggles.

**Students can also earn progressive discipline in conjunction with this restorative action plan - based on the severity of the offense, history of the offender, and the administrator's discretion.**

**For future re-offenses, student will face any of these restorative interventions:**

- Behavior Development Plan
- Community Intervention Plan
- Behavior Contract
- Discipline Committee Review

**If a student decides to not sign or to not agree to this restorative justice action plan, or chooses to not participate in any step of this restorative justice action plan, this will lead to progressive discipline, which school leadership can determine at their discretion considering the incident, severity, and any past behavioral history. Progressive discipline includes (but is not limited to):**

- Detention
- In-School Suspension (length TBD)
- Out-of-School Suspension (length TBD)
- Expulsion Review

**Student Comments/Concerns:**

**Parent Comments/Concerns:**

**Student Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Administrator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Attachment D

## Budget Narrative

## Budget Narrative

CASLV Nellis will not be affected by any expansion and/or construction of additional facilities. During the grant process, OLDCC encouraged CASLV to include any and all costs for the construction of any new facilities and renovation of any current facilities. The PSMI grant will cover all costs.

Additionally, CASLV plans conservative budgets as part of its fiscal practices. When the enrollment starts increasing in SY 2026-2027, CASLV should still be in good standing financially, because CASLV will produce tentative budgets that reflect that philosophy.

For the school years with increased enrollment (SY26-27, SY27-28, SY28-29), CASLV has a tentative budget that is planned to be balanced. Not knowing the future per pupil revenue will have an impact on the future projections. However, based on the current per pupil revenue, CASLV will have a conservative budget - even with the great increase in the number of students.

To emphasize the strength of CASLV's fiscal standing, S&P Global Ratings assigned its "BBB" rating to Public Finance Authority, Wis' series 2018 education revenue bonds issued for Coral Academy of Science Las Vegas (CASLV). At the same time, S&P Global Ratings affirmed its "BBB" rating on the authority's existing bonds issued for CASLV. The outlook all ratings is stable.

S&P assessed CASLV's enterprise profile as strong, characterized by its solid demand with a robust waitlist, growing enrollment, excellent academics, and stable management team. According to S&P report, CASLV's financial performance can be characterized by consistently-positive operating margins and sufficient pro-forma lease-adjusted MADS coverage. The school also budgets conservatively each year, often stressing expenses and understanding revenue to generate positive operations at fiscal year-end.

**Attachment E**

**Financial Plan**

**CORAL ACADEMY OF SCIENCE LAS VEGAS**

**FINANCIAL STATEMENTS**

**JUNE 30, 2023**

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
FINANCIAL STATEMENTS  
JUNE 30, 2023**

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**CORAL ACADEMY OF SCIENCE LAS VEGAS  
FINANCIAL STATEMENTS  
JUNE 30, 2023**

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*Independent Auditor's Report*

To the Governing Board of  
Coral Academy of Science Las Vegas  
Las Vegas, Nevada

**Report on the Audit of the Financial Statements**

***Opinions***

We have audited the accompanying financial statements of the governmental activities and each major fund of Coral Academy of Science Las Vegas (School) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the School, as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison, and pension information on pages 4–8 and 29-31 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the School's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Information***

Management is responsible for the other information included with the financial statements. The other information comprises the schedules of financial performance but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 26, 2023, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.

*Velez & Hardy*

Las Vegas, Nevada  
October 26, 2023

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

---

The following discussion and analysis of Coral Academy of Science Las Vegas provides an overview of the School's financial activities for the year ended June 30, 2023. As management of Coral Academy of Science Las Vegas (the School), we encourage readers to consider the information presented here in conjunction with the financial statements and notes. This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities provide information about the activities of the School as a whole and present a longer-term view of the School's finances. Fund financial statements tell how these services were financed in the short-term, as well as what remains for future spending. Fund financial statements report the School's operations in more detail than the government-wide statements.

### **Financial Highlights**

#### Governmental Activities

The School's has a net position of \$2,718,738, a decrease of \$2,444,469. Assets consist primarily of cash of \$32,209,777, of which \$8,082,635 is restricted for debt obligations, net capital assets of \$68,256,993, and net intangible lease assets of \$4,119,400. Total revenues were \$51,903,530, an increase of \$13,943,540 and total expenses were \$54,347,999, an increase of \$18,806,653. Approximately 73% of total revenue was derived from the unrestricted portion of the Pupil Centered Funding Program (PCFP) provided for operations in the current fiscal year.

### **Overview of the Financial Statements**

The School's basic financial statements are comprised of three components: government-wide financial statements, fund financial statements, and the accompanying notes to the financial statements.

#### Government- Wide Financial Statements:

The government-wide financial statements are designed to provide readers with a broad overview of the School's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the School's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as useful indicators of whether the financial position of the School is improving or deteriorating.

The statement of activities presents information showing how the School's net position changed during the most recent fiscal year. Changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

#### Fund Financial Statements:

A fund is established to account for a specific activity or purpose. The School only has governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Because the governmental fund financial statements focus on near-term spendable resources, and the governmental activities on the government-wide financial statements have a longer-term focus, a reconciliation of the differences between the two is provided following the fund financial statement's balance sheet and statement of revenues, expenditures and changes in fund balances, respectively.

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)  
JUNE 30, 2023**

**Overview of the Financial Statements (Continued)**

*Notes to the Basic Financial Statements:*

The notes to the basic financial statements provide additional information that is essential to a full understanding of the information provided in the government-wide and fund financial statements and should be read with the financial statements.

**The School as a whole**

One important question asked about the School's finances is: "Is the School better or worse off as a result of the year's activities?" The information in the government-wide financial statements helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is the basis of accounting used by most private-sector companies.

The change in net position (the difference between total assets and total liabilities) over time is one indicator of whether the School's financial health is improving or deteriorating. However, consideration should be given to other non-financial factors in making an assessment of the School's health, such as changes in enrollment, changes in the State's funding of educational costs and changes in the economy to assess the overall health of the School.

The School's net position was as follows:

	2023	2022	Change	Percentage
Current assets	\$ 39,678,317	\$ 41,062,335	\$ (1,384,018)	-3%
Noncurrent assets	72,497,513	70,760,953	1,736,560	2%
Total assets	112,175,830	111,823,288	352,542	0%
Deferred outflows of resources	18,956,368	16,775,508	2,180,860	13%
Current liabilities	7,032,627	5,122,821	1,909,806	37%
Long-term liabilities	120,807,411	102,457,572	18,349,839	18%
Total liabilities	127,840,038	107,580,393	20,259,645	19%
Deferred inflows of resources	573,422	15,855,196	(15,281,774)	-96%
Net position invested in				
capital assets, net of debt	(11,585,683)	(14,970,229)	3,384,546	-23%
Restricted	8,082,635	12,227,068	(4,144,433)	-34%
Unrestricted	6,221,786	7,906,368	(1,684,582)	-21%
Total net position	\$ 2,718,738	\$ 5,163,207	\$ (2,444,469)	-47%

The decrease in current assets and increase in Noncurrent assets primarily due investments in CDs. Long-term liabilities increased due to an increase in the net pension obligation. The overall net position decreased due opening new Campus.

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)  
JUNE 30, 2023**

**The School as a whole – continued**

The School's revenues were as follows:

	<u>2023</u>	<u>2022</u>	<u>Change</u>	<u>Percentage</u>
Revenue				
State sources	\$ 39,696,208	\$ 28,706,076	\$ 10,990,132	38%
Federal sources	9,008,848	5,671,416	3,337,432	59%
Other sources	3,198,474	3,582,498	(384,024)	-11%
Total revenue	<u>\$ 51,903,530</u>	<u>\$ 37,959,990</u>	<u>\$ 13,943,540</u>	<u>37%</u>

An increase in enrollment constituted an increase in the revenue from the state sources. CASLV has also received grant funds through the CARES Act Elementary and Secondary School Emergency Relief Fund (the ESSER Fund).

The School's expenditures were as follows:

	<u>2023</u>	<u>2022</u>	<u>Change</u>	<u>Percentage</u>
Instruction	\$ 30,292,635	\$ 17,964,794	\$ 12,327,841	69%
Student support	2,903,956	1,537,928	1,366,028	89%
Instructional support	1,746,668	359,900	1,386,768	385%
General administration	1,719,768	1,224,966	494,802	40%
School administration	3,455,388	2,701,466	753,922	28%
Central services	2,668,947	1,989,185	679,762	34%
Operations and maint. of plant	3,242,356	2,056,069	1,186,287	58%
Student transportation	124,747	19,305	105,442	546%
Food services	1,468,035	1,057,246	410,789	39%
Amortization of lease rights	1,089,618	1,089,618	-	0%
Unallocated depreciation	2,152,450	1,350,005	802,445	59%
Debt service	3,483,431	4,190,864	(707,433)	-17%
Total expenses	<u>\$ 54,347,999</u>	<u>\$ 35,541,346</u>	<u>\$ 18,806,653</u>	<u>53%</u>

Expenses for regular instruction, special instruction, instructional support, and operations and maintenance of plant increased due to the hiring of additional staff to support the increase in enrollment and opening a new campus. Due to opening the new campus, additional staff members changed to administrative employees to support the instructional staff, which resulted in an increase to general administration.

**Government – Wide Financial Analysis**

The following analysis has been prepared comparing the results for the fiscal year ending June 30, 2023 to the Final school budget:

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**BUDGET COMPARISON SCHEDULE (UNAUDITED)**  
**MODIFIED ACCRUAL**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

	Budget	Actual	Variance Favorable / (Unfavorable)
<b>REVENUE</b>			
Local revenue sources	\$ 624,291	\$ 3,018,071	\$ 2,393,780
State revenue sources	40,094,243	39,696,208	(398,035)
Federal revenue sources	4,104,158	9,008,848	4,904,690
Total revenue	<u>44,822,692</u>	<u>51,723,127</u>	<u>6,900,435</u>
<b>EXPENDITURES</b>			
Regular programs:			
Instruction	24,114,475	20,388,859	3,725,616
Support services	13,090,184	12,252,688	837,496
Total regular programs	<u>37,204,659</u>	<u>32,641,547</u>	<u>4,563,112</u>
Special programs:			
Instruction	2,802,644	7,644,495	(4,841,851)
Support services	832,108	4,318,939	(3,486,831)
Total support services	<u>3,634,752</u>	<u>11,963,434</u>	<u>(8,328,682)</u>
Other:			
Capital outlay	-	4,911,164	(4,911,164)
Debt service	3,983,281	5,198,881	(1,215,600)
Total other	<u>3,983,281</u>	<u>10,110,045</u>	<u>(6,126,764)</u>
Total expenditures	<u>44,822,692</u>	<u>54,715,026</u>	<u>(9,892,334)</u>
Excess (deficiency) of revenue over expenditures	-	(2,991,899)	(2,991,899)
<b>OTHER FINANCING SOURCES (USES)</b>			
Proceeds from bonds issued	-	180,403	(180,403)
Premium on bonds issued	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>180,403</u>	<u>(180,403)</u>
Net change in fund balances	-	(2,811,496)	(2,811,496)
FUND BALANCE, beginning of year	<u>37,655,021</u>	<u>37,655,021</u>	<u>-</u>
FUND BALANCE, end of year	<u>\$ 37,655,021</u>	<u>\$ 34,843,525</u>	<u>\$ (2,811,496)</u>

The positive variance in total revenue is based on the under-projection of the additional Federal grants and additional philanthropy. The budgeted local revenue sources include the additional philanthropy from CSGF. The variance in expenditures was also due to the variances in enrollment and spending the additional revenues received as necessary.

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)  
JUNE 30, 2023**

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**Request for information**

The financial report is designed to provide a general overview of the School's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Coral Academy of Science Las Vegas at 8985 S. Eastern Ave. Suite 375, Las Vegas, Nevada 89123, and telephone number (702) 776-6529.

## **BASIC FINANCIAL STATEMENTS**

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**STATEMENT OF NET POSITION**  
**JUNE 30, 2023**

**ASSETS**

Current assets:

Cash	\$ 24,127,142
Cash, restricted	8,082,635
Receivables	3,504,844
Prepaid expenses	463,696
Investments	<u>3,500,000</u>
Total current assets	<u>39,678,317</u>

Noncurrent assets:

Depreciable capital assets, net	61,800,428
Nondepreciable capital assets	6,456,565
Intangible lease assets, net	4,119,400
Refundable deposits	<u>121,120</u>
Total noncurrent assets	<u>72,497,513</u>

Total assets 112,175,830

**DEFERRED OUTFLOWS OF RESOURCES**

Pension requirement	<u>18,956,368</u>
Total assets and deferred outflows of resources	<u>131,132,198</u>

**LIABILITIES**

Current liabilities:

Accounts payable	\$ 29,887
Accrued liabilities	4,315,507
Due to state and local governments	201,691
Lease obligations, current	1,081,715
Bonds payable, current	995,000
Other current liabilities	<u>408,827</u>
Total current liabilities	<u>7,032,627</u>

Noncurrent liabilities:

Lease obligations, noncurrent	3,406,886
Bonds payable, noncurrent	78,478,475
Net pension liability	<u>38,922,050</u>
Total noncurrent liabilities	<u>120,807,411</u>

Total liabilities 127,840,038

**DEFERRED INFLOWS OF RESOURCES**

Pension requirement	<u>573,422</u>
Total liabilities and deferred inflows of resources	<u>128,413,460</u>

**NET POSITION**

Invested in capital assets, net of debt	(11,585,683)
Restricted	8,082,635
Unrestricted	<u>6,221,786</u>
Total net position	<u>\$ 2,718,738</u>

*The accompanying notes are an integral part of these financial statements.*

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

GOVERNMENTAL ACTIVITIES	Governmental Activities
Instruction:	
Regular instruction	\$ 22,648,140
Special instruction	7,644,495
Total instruction	30,292,635
Support services:	
Student support	2,903,956
Instructional support	1,746,668
General administration	1,719,768
School administration	3,455,388
Central services	2,668,947
Operations and maintenance of plant	3,242,356
Student transportation	124,747
Food services	1,468,035
Amortization of intangible lease assets	1,089,618
Unallocated depreciation	2,152,450
Total support services	20,571,933
Debt service:	
Interest expense	3,427,199
Debt related expenses	56,232
Total debt service	3,483,431
Total expenditures	54,347,999
PROGRAM REVENUE	
Operating grants:	
Special programs	7,734,170
GENERAL REVENUE	
Pupil centered funding program	37,635,942
Other sources	6,533,418
Total general revenue	44,169,360
CHANGE IN NET POSITION	(2,444,469)
NET POSITION, Beginning of year	5,163,207
NET POSITION, End of year	\$ 2,718,738

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
BALANCE SHEET - GOVERNMENTAL FUNDS  
JUNE 30, 2023**

	General Fund	Building Bond Fund	Total
<b>ASSETS</b>			
Cash	\$ 24,127,142	\$ 8,082,635	\$ 32,209,777
Receivables	3,504,844	-	3,504,844
Prepaid expense	463,696	-	463,696
Investments	3,500,000	-	3,500,000
Refundable deposits	121,120	-	121,120
Total assets	<u>\$ 31,716,802</u>	<u>\$ 8,082,635</u>	<u>\$ 39,799,437</u>
<b>LIABILITIES</b>			
Accounts payable	\$ 29,887	\$ -	\$ 29,887
Accrued liabilities	2,616,129	1,699,378	4,315,507
Due to state and local governments	201,691	-	201,691
Other current liabilities	408,827	-	408,827
Total liabilities	<u>3,256,534</u>	<u>1,699,378</u>	<u>4,955,912</u>
<b>FUND BALANCES</b>			
Nonspendable:			
Prepaid expenses	463,696	-	463,696
Refundable deposits	121,120	-	121,120
Total nonspendable	<u>584,816</u>	<u>-</u>	<u>584,816</u>
Restricted	-	6,383,257	6,383,257
Unassigned	27,875,452	-	27,875,452
Total fund balances	<u>28,460,268</u>	<u>6,383,257</u>	<u>34,843,525</u>
Total liabilities and fund balances	<u>\$ 31,716,802</u>	<u>\$ 8,082,635</u>	<u>\$ 39,799,437</u>

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
JUNE 30, 2023**

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**Total fund balances - governmental funds** \$ 34,843,525

Amounts reported for governmental activities in the statement of net position are different because:

Capital and intangible assets, net of related depreciation and amortization, are not reported in the governmental funds financial statements because they are not current financial resources, but they are reported in the statement of net position.

Capital assets not reported	76,759,445	
Less accumulated depreciation	<u>(8,502,452)</u>	68,256,993
Intangible lease rights not reported	7,388,254	
Less accumulated amortization	<u>(3,268,854)</u>	4,119,400

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds.

Lease obligations, current	(1,081,715)	
Lease obligations, noncurrent	<u>(3,406,886)</u>	(4,488,601)
Bonds payable, current	(995,000)	
Bonds payable, noncurrent	<u>(78,478,475)</u>	(79,473,475)

Net pension liability and the related deferred inflows and outflows or resources are not included in governmental fund financial statements.

Deferred inflows of resources - pension requirement	18,956,368	
Deferred outflows of resources - pension requirement	(573,422)	
Net pension liability	<u>(38,922,050)</u>	(20,539,104)

**Total net position - governmental activities** \$ 2,718,738

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -**  
**GOVERNMENTAL FUNDS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

	General Fund	Special Revenue Fund	Building Bond Fund	Total
<b>REVENUES</b>				
State sources	\$ 37,635,942	\$ 2,060,266	\$ -	\$ 39,696,208
Federal sources	3,334,944	5,673,904	-	9,008,848
Other sources	2,932,175	-	85,896	3,018,071
Total revenues	<u>43,903,061</u>	<u>7,734,170</u>	<u>85,896</u>	<u>51,723,127</u>
<b>EXPENDITURES</b>				
Programs:				
Instruction:	<u>20,388,859</u>	<u>7,644,495</u>	<u>-</u>	<u>28,033,354</u>
Support services:				
Student support	1,659,494	1,075,472	-	2,734,966
Instructional support	1,545,016	180,708	-	1,725,724
General administration	1,612,841	5,585	-	1,618,426
School administration	2,711,824	460,930	-	3,172,754
Central services	2,190,656	356,517	-	2,547,173
Operations and maintenance of plant	2,400,468	800,795	-	3,201,263
Student transportation	124,747	-	-	124,747
Food services	7,642	1,438,932	-	1,446,574
Total support services	<u>12,252,688</u>	<u>4,318,939</u>	<u>-</u>	<u>16,571,627</u>
Capital outlay				
Facilities acquisition and construction	<u>735,517</u>	<u>-</u>	<u>4,175,647</u>	<u>4,911,164</u>
Debt service:				
Principal payment on long-term debt	1,024,387	-	570,000	1,594,387
Interest expense	149,506	-	3,398,756	3,548,262
Debt related expenses	-	-	56,232	56,232
Total debt service	<u>1,173,893</u>	<u>-</u>	<u>4,024,988</u>	<u>5,198,881</u>
Total expenditures	<u>34,550,957</u>	<u>11,963,434</u>	<u>8,200,635</u>	<u>54,715,026</u>
Excess of revenue over (under) expenditures	9,352,104	(4,229,264)	(8,114,739)	(2,991,899)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers	(6,500,192)	4,229,264	2,270,928	-
In-kind donation	180,403	-	-	180,403
	<u>(6,319,789)</u>	<u>4,229,264</u>	<u>2,270,928</u>	<u>180,403</u>
Net change in fund balances	3,032,315	-	(5,843,811)	(2,811,496)
Fund Balances, beginning of year	<u>25,427,953</u>	<u>-</u>	<u>12,227,068</u>	<u>37,655,021</u>
Fund Balances, end of year	<u>\$ 28,460,268</u>	<u>\$ -</u>	<u>\$ 6,383,257</u>	<u>\$ 34,843,525</u>

*The accompanying notes are an integral part of these financial statements.*

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

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**Net change in fund balances - governmental funds** \$ (2,811,496)

Amounts reported for governmental activities in the statement of activities are different because:

The acquisition of capital assets are reported in the governmental funds as expenditures. However, for governmental activities, those costs are shown in the statement of net position and are allocated over their estimated useful lives as annual depreciation expenses in the statement of activities. This is the amount that the current year's depreciation expenses exceeded the capital asset purchases in the current period.

Expenditures for capital assets	\$ 4,921,144	
Less disposal of capital assets	(9,980)	
Less current year depreciation	<u>(2,152,450)</u>	2,758,714
Less current year amortization of lease rights		(1,089,618)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:

Change in net pension liability and related deferred outflows and inflows of resources		(3,017,519)
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Principal payments on a note payable or a lease obligations are reported in the government funds as expenditures. However, for government-wide activities, those costs are shown in the statement of net position as a reduction of a liability. Additionally, proceeds from long-term debt is recognized as revenue from other funding sources.

Amortization of premiums (discounts) on bonds issued	\$ 121,063	
Principal reduction on lease obligations	1,024,387	
Principal payments on bonds	<u>570,000</u>	<u>1,715,450</u>

**Change in net position of governmental activities** \$ (2,444,469)

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2023**

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**NOTE 1 – ORGANIZATION AND CHARTER**

Coral Academy of Science Las Vegas (School) is a charter school established in 2007 under Nevada Revised Statute (NRS) 386.527 (subsequently replaced by NRS 388A.270). The Nevada State Public Charter School Authority (Authority or SPCSA) agreed to sponsor the establishment and operations of the school under an approved charter contract with an initial term of six years, based on certain conditions being met during the term of the contract, with the most recent renewal term started July 2019 and ending in June 2025, and may be amended from time to time.

The School serves grades K-12 and provides a Science, Technology, Engineering, and Mathematics (STEM) and college-preparatory focus aimed at providing students with an opportunity to achieve their full potential. The mission of the School is to provide a safe, rigorous college preparatory environment that promotes social responsibility and a culturally diverse community dedicated to becoming lifelong learners bound for success.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the School have been prepared in accordance with accounting principles generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies:

**Reporting Entity**

The accompanying financial statements include all of the activities that comprise the financial reporting entity of the School. The School has established a Governing Board (Board), which is legally separate and fiscally independent from other governing bodies; therefore, the School is a primary government and the School is not reported as a component unit by any other government unit. The accounting policies of the School conform to generally accepted accounting principles as applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial principles.

**Basis of Presentation: Government-wide and Fund Financial Statements**

The accompanying financial statements have been prepared in accordance with GASB Codification, Section 2200 (previously referred to as GASB Statement No. 34, Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments (GASB 34)). The School’s basic financial statements consist of both government-wide financial statements and fund financial statements. Accounting principles generally accepted in the United States of America require the School to apply all applicable pronouncements of GASB. The school also follows guidance issued by the Financial Accounting Standards Board (FASB) in the Accounting Standard Codification (ASC) to the extent that the pronouncements do not conflict with pronouncements issued by GASB.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Basis of Presentation: Government-wide and Fund Financial Statements (Continued)**

**Government-Wide Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. The statement of activities presents a comparison between direct expenses and program revenue for each function of the School's governmental activities. Direct expenses are those that are clearly identifiable with a specific program or function. The School does not charge indirect expenses to programs or functions. Program revenues include grants and contributions that are restricted to meeting the operational or capital requirements of a particular program or function. Revenue that is not classified as program revenue is presented as general revenue.

**Fund Financial Statements**

The major governmental funds are reported as separate columns in the fund financial statements. This requires that each fund be treated as a separate accounting entity and that the operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenue, and expenditures. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

**Measurement Focus and Basis of Accounting**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met and the School has been notified that the funds are available to be received.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. "Measurable" means that the amount of the transaction can be determined. "Available" means that the amount is collectible within the current period or soon enough thereafter to pay liabilities incurred in the current period. In general, expenditures are recorded when liabilities are incurred. The exception to this rule is for payments of principal and interest on debt service or capital leases, which are recorded when payment is due.

All of the School's funds are governmental funds. The food service fund is not considered an enterprise fund as the pricing policies are not high enough to recover the related costs. The School reports the following major governmental funds:

**General Fund:** The School's general operating fund used to account for all financial resources and costs of operations traditionally associated with governments, which are not required to be accounted for in other funds.

**Special Revenue Fund:** These funds are used to account for the proceeds of special revenue sources that are restricted or committed by law or administrative action to expenditure for specific purposes other than debt service or capital projects, including special education and restricted grants.

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)  
JUNE 30, 2023**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Building Bond Fund:*** This fund is used to account for the proceeds of bond issuances and corresponding debt services costs. It is also used to account for costs of acquiring or otherwise improving the School’s campus facilities.

**Budgets and Budgetary Information**

The School is required by the Nevada Department of Education (Department) to adopt a final budget no later than May 1 of each year under NRS 388A.366 but is not required by the Department to augment the budget during the year. Further, the School is not required under the statute to adopt a final budget or otherwise comply with any provisions of Chapter 354 of the NRS. In essence, augmentation of the School’s budget is neither required nor prohibited.

**Cash and Cash Restrictions**

The School defines cash and cash equivalents as cash and short-term investments with an initial maturity of three months or less. Certain debt proceeds as well as certain resources set aside for their repayment are classified as restricted cash in these financial statements as their use is limited by applicable bond covenants and they are maintained in separate bank accounts.

**Receivables**

Receivables include Distributive School Account (DSA) balances due from the state, in addition to other grant revenues related to special education shown in the special revenue fund. The School considers the balance of receivables to be fully-collectible; accordingly, an allowance for uncollectible accounts has not been recorded.

**Prepaid Expenses**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses in both government-wide and fund financial statements. Prepaid expenses are equally offset by a fund balance classification indicating they are “*non-spendable*”.

**Capital Assets**

Capital assets are defined by the School as assets with an initial individual cost exceeding \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or an estimated historical cost if purchased or constructed. Donated capital assets are recorded at their estimated fair market value on the date of donation. Costs of normal repair or maintenance that do not add value or materially extend asset life are not capitalized. Nondepreciable assets include land and construction in progress. Depreciation on all depreciable capital assets is provided on the straight-line basis over the following estimated useful lives:

<u>Capital Asset Type</u>	<u>Years</u>
Buildings	31 years
Improvements	5 - 31 years
Furniture and fixtures	7 - 10 years
Computer equipment	3 - 5 years
Vehicles	3 years

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Accrued Salaries and Benefits**

Employee compensation earned but not paid by June 30, 2023, has been accrued as liabilities and shown as expenses for the current year. All accrued and outstanding paid time off (PTO) is paid each July. For the year ended June 30, 2023, the School recorded approximately \$96,000 of accrued and outstanding PTO.

**Long-Term Bond Obligations**

Bonds payable are reported net of the applicable bond premium or discounts. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Bond issuance costs are immediately expensed in the government-wide financial statements. In the fund financial statements, the face amount of debt issued is recorded as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. Corresponding interest expenses are expensed as incurred.

**Defined Benefit Pension Plan**

For purposes of measuring the net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Nevada (PERS) and additions to/deductions from PERS's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**Deferred Outflows and Inflows of Resources**

In addition to assets, a separate section is reported for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until then. The changes in proportion and differences between employer contributions and the proportionate share of contributions as well as contributions made after the measurement period for pensions qualify for reporting in this category.

In addition to liabilities, a separate section is reported for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. Differences between expected and actual experience and between projected and actual investment earnings on pension plan investments qualify for reporting in this category.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Net Position and Fund balance**

In the government-wide financial statements, net position is classified into three components:

**Invested in Capital Assets, Net of Related Debt:** This is the component of net position that reports the difference between the capital assets less both the accumulated depreciation and the outstanding balance of debt, excluding unexpended proceeds, that is directly attributable to the acquisition, construction, or improvement of those assets.

**Restricted Net Position:** This is the component of net position that reports the constraints placed on the use of assets by constitutional provisions, enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws and regulations of other governments.

**Unrestricted Net Position:** All other assets that do not meet the definition of “invested in capital assets, net of related debt” or “restricted net position”.

In the fund financial statements, the classifications of fund balance represent amounts that are not subject to appropriation or are legally segregated for a specific purpose, and are classified into five components:

**Nonspendable fund balance:** These items are legally or contractually required to be maintained intact and are not in a spendable form, such as prepaid expenses.

**Restricted fund balance:** These amounts are restricted for use toward a specific purpose by constitutional provisions, enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

**Committed fund balance:** These amounts can only be used for specific purposes as set forth by the School Board. The Board must take formal action, prior to the end of the reporting period, in order to establish an ending fund balance commitment for any specific purpose. Formal Board action is also required to modify or rescind an established commitment.

**Assigned fund balance:** Assignments are neither restrictions nor commitments, and represent the School’s intent to use funds for a specific purpose. These assignments, however, are not legally binding and are meant to reflect intended future use of the School’s ending fund balance. The School Board and Management have the responsibility of assigning amounts of ending fund balance.

**Unassigned fund balance:** The residual classification for the General Fund that is available to spend.

When an expenditure is incurred, and both restricted and unrestricted resources are available, the portion of the fund balance that was restricted for purposes shall be reduced first. If no restricted resources exist, then the unrestricted fund balance shall be reduced. Furthermore, when an expenditure is incurred for purposes which amounts of committed, assigned, or unassigned are considered to have been spent, and any of these unrestricted fund balance classifications could be used, they are considered spent in the above order.

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2023**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates, assumptions, and judgments that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. The estimated useful lives of depreciable capital assets is considered to be a significant estimate of the School.

**New Accounting Pronouncement**

In May 2020, the GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*, which provides guidance on accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end-users (governments). This statement results in a right-of-use subscription intangible asset and a corresponding liability for such arrangements as defined. This statement is effective for fiscal years beginning after June 15, 2022, with early adoption encouraged. The adoption of this guidance did not have a material impact on the School's financial statements.

In June 2022, the GASB issued Statement No. 101, *Compensated Absences*, which provides guidance on recognition and measurement of compensated absences. This statement is effective for fiscal years beginning after December 31, 2023, with early adoption encouraged. The School is currently evaluating the impact the adoption of this statement will have on its financial statements.

**NOTE 3 – CONCENTRATION OF CREDIT RISK**

The School's cash is categorized in three categories of credit risk:

**Category 1:** Insured or collateralized with securities held by entity or by its agent in the School's name

**Category 2:** Collateralized with securities held by the pledging financial institution's trust department or agent in the School's name.

**Category 3:** Uncollateralized.

The School participates in a statewide collateral pool made available under applicable state law. The statewide program is centralized and coordinated by the Office of the State Treasurer. Under the pool, participating financial institutions are required to maintain collateral securities having a fair market value that is at least 102% of the amount of the aggregate uninsured ledger balances of public money held by the depository. State and local agency participation is voluntary. Financial institutions that participate require a signed collateral security agreement and approval by the State Treasurer. The School maintains bank accounts with Wells Fargo Bank and US Bank, which are participating banking institutions, and the School has joined the statewide collateral pool.

The cash held by the financial institution is insured up to the Federal Deposit Insurance Corporation (FDIC) insurance limits of \$250,000. At June 30, 2023, the School's cash deposits were fully insured with no uncollateralized portions. Custodial credit risk is the risk that the School may not be able to recover the value of the deposits that are in the possession of an outside party. The School does not have a formal policy for custodial credit risk.

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2023**

**NOTE 4 – CAPITAL ASSETS**

A summary of changes in capital assets from governmental activities for the year ended June 30, 2023 is as follows:

	Balance June 30, 2022	Additions	Deletions	Transfers	Balance June 30, 2023
Cost of nondepreciable capital assets:					
Land	\$ 6,448,162	\$ -	\$ -	\$ -	\$ 6,448,162
Construction in progress	28,419,147	4,185,627	(9,980)	(32,586,391)	8,403
Total nondepreciable capital assets	<u>34,867,309</u>	<u>4,185,627</u>	<u>(9,980)</u>	<u>(32,586,391)</u>	<u>6,456,565</u>
Cost of depreciable capital assets:					
Buildings	18,746,561	-	-	-	18,746,561
Improvements	17,077,461	609,707	-	32,586,391	50,273,559
Furniture and fixtures	486,555	71,538	-	-	558,093
Computer equipment	667,395	54,272	-	-	721,667
Vehicles	3,000	-	-	-	3,000
Total depreciable capital assets	<u>36,980,972</u>	<u>735,517</u>	<u>-</u>	<u>32,586,391</u>	<u>70,302,880</u>
Less: accumulated depreciation:					
Buildings	(3,427,208)	(604,017)	-	-	(4,031,225)
Improvements	(1,946,195)	(1,501,758)	-	-	(3,447,953)
Furniture and fixtures	(323,542)	(36,977)	-	-	(360,519)
Computer equipment	(650,057)	(9,698)	-	-	(659,755)
Vehicles	(3,000)	-	-	-	(3,000)
Total accumulated depreciation	<u>(6,350,002)</u>	<u>(2,152,450)</u>	<u>-</u>	<u>-</u>	<u>(8,502,452)</u>
Net depreciable capital assets	<u>30,630,970</u>	<u>(1,416,933)</u>	<u>-</u>	<u>32,586,391</u>	<u>61,800,428</u>
Total capital assets, net	<u>\$ 65,498,279</u>	<u>\$ 2,768,694</u>	<u>\$ (9,980)</u>	<u>\$ -</u>	<u>\$ 68,256,993</u>

Depreciation expense was not charged to activities as the School considers its assets to impact multiple activities and allocation is not practical.

**NOTE 5 –LEASES**

The School has entered into various non-cancelable operating lease agreements for its campus facilities and certain office equipment. These lease agreements have terms ranging from approximately 5 to 10 years, with certain options for renewal. The terms also include various escalating payment arrangements with payments ranging from \$852 to \$7,000 per month for office equipment and from \$1,320 to \$68,250 for campus facilities.

For the School's Nellis campus, the applicable lease agreement provides for an abatement of all rent payments for any year of the lease term where 20% or more of the students who attended school on the lease premises are military-connected students. For the year ended June 30, 2023, the School met the abatement provision.

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2023**

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**NOTE 5 –LEASES (Continued)**

At the time of the initial measurement, there were no stated interest rates specified in the School’s various non-cancelable lease agreements; therefore, the School used an incremental interest rate of 3% based on economic conditions upon implementation, and 6.5% for the most recent additions to leases.

A summary of changes in capital assets from governmental activities for the year ended June 30, 2023 is as follows:

	Balance <u>June 30, 2022</u>	Additions	Deletions	Balance <u>June 30, 2023</u>
Intangible lease asset - buildings	\$ 7,320,790	\$ 67,464	\$ -	\$ 7,388,254
Accumulated amortization	<u>(2,179,236)</u>	<u>(1,089,618)</u>	-	<u>(3,268,854)</u>
	<u>\$ 5,141,554</u>	<u>\$ (1,022,154)</u>	<u>\$ -</u>	<u>\$ 4,119,400</u>

Annual requirements to amortize lease obligations and related interest are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>
2024	\$ 1,081,715	\$ 122,210
2025	1,104,800	88,531
2026	720,062	60,579
2027	766,876	37,852
2028	815,148	13,669

**NOTE 6 – LONG-TERM BOND OBLIGATIONS**

The School is party to a number of education revenue bonds issued by the Public Finance Authority to finance the acquisition and/or construction of certain of the School’s campus facilities. The bonds are secured by a pledge of the School’s gross revenues to cover any outstanding principal and interest obligations.

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2023**

**NOTE 6 – LONG-TERM BOND OBLIGATIONS (Continued)**

The education revenue bonds issued in current and prior years and reported as liabilities in the School’s governmental activities are as follows:

<b>Series</b>	<b>Date Issued</b>	<b>Date of</b>		<b>Interest Rates</b>
		<b>Final</b>	<b>Original</b>	
		<b>Maturity</b>	<b>Issue Amount</b>	
2014A	5/7/2014	7/1/2044	\$ 8,945,000	4.70% - 5.7%
2014B	5/7/2014	7/1/2018	315,000	5.50%
2017A	11/30/2017	7/1/2053	12,760,000	5.00%
2017B	11/30/2017	7/1/2024	760,000	5.00%
2018A	10/18/2018	7/1/2055	18,295,000	5.00%
2018B	10/18/2018	7/1/2023	665,000	5.25%
2021A	8/1/2021	7/1/2061	34,440,000	4.00%
2021B	8/1/2021	7/1/2023	330,000	1.50%

The 2014 bond series was used to finance the Sandy Ridge Campus Project. The 2017 bond series was used to finance the Centennial Hills Campus Project, the Sandy Ridge Gymnasium Project, and the Nellis Land Project. The 2018 bond series was used to finance the Nellis Campus Project. The 2021 bond series was used to finance the Cadence Campus Project.

A summary of the School’s education revenue bond obligation activity for the year ended June 30, 2023 is as follows:

<b>Series</b>	<b>Beginning</b>			<b>Ending</b>	<b>Principal</b>	<b>Interest Due</b>
	<b>Balance</b>	<b>Additions</b>	<b>Payments</b>			
				<b>Balance</b>	<b>Due within</b>	<b>within One</b>
					<b>One Year</b>	<b>Year</b>
2014A	\$ 8,300,000	\$ -	\$ (175,000)	\$ 8,125,000	\$ 185,000	\$ 448,094
2017A	12,760,000	-	-	12,760,000	-	638,000
2017B	435,000	-	(175,000)	260,000	185,000	13,000
2018A	18,295,000	-	-	18,295,000	185,000	914,750
2018B	265,000	-	(220,000)	45,000	45,000	2,363
2021A	34,440,000	-	-	34,440,000	65,000	1,377,600
2021B	330,000	-	-	330,000	330,000	4,950
	<u>\$ 74,825,000</u>	<u>\$ -</u>	<u>\$ (570,000)</u>	<u>\$ 74,255,000</u>	<u>\$ 995,000</u>	<u>\$ 3,398,757</u>

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2023**

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**NOTE 6 – LONG-TERM BOND OBLIGATIONS (Continued)**

The School’s debt service requirements for maturities of the educational revenue bonds are as follows:

<b>Year Ended June</b>	<b>Total Debt</b>		
<b>30:</b>	<b>Principal</b>	<b>Interest</b>	<b>Service</b>
2024	995,000	3,398,756	4,393,756
2025	1,030,000	3,361,094	4,391,094
2026	1,080,000	3,313,594	4,393,594
2027	1,130,000	3,262,975	4,392,975
2028	1,185,000	3,210,019	4,395,019
2029-2033	6,770,000	15,164,975	21,934,975
2034-2038	8,530,000	13,411,494	21,941,494
2039-2043	10,780,000	11,174,231	21,954,231
2044-2048	12,365,000	8,326,906	20,691,906
2049-2053	13,285,000	5,497,950	18,782,950
2054-2058	10,665,000	2,476,150	13,141,150
2059-2062	6,440,000	656,600	7,096,600

**NOTE 7 – DEFINED BENEFITS PENSION PLAN**

**Plan Description**

The School is a public employer participating in the Public Employees Retirement System of the State of Nevada (PERS), a defined benefit cost-sharing multiple-employer program, and all employees considered to be full-time equivalents (FTE) of 50% or more are covered under the system. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

**Benefits Provided**

Benefits, as required by statute, are determined by the number of years of accredited service at the time of retirement and the member’s highest average compensation in any 36 consecutive months, with special provisions for members entering the System on or after January 1, 2010 or after July 1, 2015. Benefit payments to which participants may be entitled under the plan include pension benefits, disability benefits and survivor benefits.

Monthly benefit allowances for members are computed at 2.5% of average compensation for each accredited year of service prior to July 1, 2001. For service earned on and after July 1, 2001, this factor is 2.67% of average compensation. For members entering the System on or after January 1, 2010, there is a 2.5% service time factor and for members entering the System on or after July 1, 2015, there is a 2.25% factor. The System offers several alternatives to the unmodified service retirement allowance which, in general, allows the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death. Post-retirement increases are provided by authority of NRS 286.575-.579

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)  
JUNE 30, 2023**

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**NOTE 7 – DEFINED BENEFITS PENSION PLAN (Continued)**

**Vesting**

Members entering the system prior to January 1, 2010 are eligible for retirement at age 65 with 5 years of service, at age 60 with 10 years of service or at any age with 30 years of service. Members enrolled on or after January 1, 2010 are eligible for retirement at age 65 with 5 years of service, at age 62 with 10 years of service, and at any age with 30 years of service. Members who entered the System on or after July 1, 2015 are eligible for retirement at age 65 with 5 years of service, at age 62 with 10 years of service, at age 55 with 30 years of service, or any age with 33 1/3 years of service.

The normal ceiling limitation on monthly benefits allowances is 75% of average compensation. However, a member who has an effective date of membership before July 1, 1985, is entitled to a benefit of up to 90% of average compensation. Members become fully vested as to benefits upon completion of five years of service.

**Contributions**

The authority for establishing and amending the obligation to make contributions and member contribution rates is set by statute. New hires, in agencies which did not elect the Employer-Pay Contribution (EPC) plan prior to July 1, 1983, have the option of selecting one of two contribution plans. One plan provides for matching employee and employer contributions, while the other plan provides for employer-pay contributions only. Under the Employee/Employer Contribution plan, a member may, upon termination of service for which contribution is required, withdraw employee contributions which have been credited to their account. All membership and active service credit in the System are canceled upon withdrawal of contributions from the member's account. If EPC was elected, the member cannot convert to the Employee/Employer Contribution plan and cannot withdraw these contributions.

The System's basic funding policy provides for periodic contributions at a level pattern of cost as a percentage of salary throughout an employee's working lifetime in order to accumulate sufficient assets to pay benefits when due. Although the System receives an actuarial valuation on an annual basis indicating the contribution rates required to fund the System on an actuarial reserve basis, contributions actually made are in accordance with the required rates established by the Nevada Legislature. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450. The actuarial funding method used is the Entry Age Normal Cost Method. It is intended to meet the funding objective and results in a relatively level long-term contribution requirement as a percentage of salary. For the year ended June 30, 2022, the statutory Employee/Employer Contribution plan matching rate was 15.50% while the employer-pay contribution rate was 29.75%.

**Investment Policy**

The System's policies which determine the investment portfolio target asset allocation are established by the Board. The asset allocation is reviewed annually and is designed to meet the future risk and return needs of the System.

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2023**

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**NOTE 7 – DEFINED BENEFITS PENSION PLAN (Continued)**

**Investment Policy (Continued)**

The following was the Retirement Board’s adopted policy target asset allocation as of June 30, 2022:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-term Geometric Expected Real Rate of Return*</u>
Domestic equity	42%	5.50%
International equity	18%	5.50%
Domestic fixed income	28%	0.75%
Private markets	12%	6.65%

\*As of June 30, 2022, PERS’ long-term inflation assumption was 2.50%.

**Sensitivity of the Net Pension Liability to Change in the Discount Rate**

The following presents the net pension liability of the PERS as of June 30, 2022, calculated using the discount rate of 7.25%, as well as what the PERS net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.25%) or one percentage-point higher (8.25%) than the current discount rate:

	1% Decrease in Discount Rate (6.25%)	Discount Rate (7.25%)	1% Increase in Discount Rate (8.25%)
Net pension liability	59,758,084	38,922,050	21,729,201

**Actuarial Assumptions**

The System’s net pension liability was measured as of June 30, 2022 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation rate	2.50%
Productivity pay increase	0.50%
Projected salary increases	Regular: 4.20% to 9.10%, depending on service Rates include inflation and productivity increases
Investment rate of return	7.25%
Other assumptions	Same as those used in the June 30, 2022 funding actuarial valuation

Actuarial assumptions used in the June 30, 2022 valuation were based on the results of the experience study completed for the period of July 1, 2016 through June 30, 2020.

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2023**

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**NOTE 7 – DEFINED BENEFITS PENSION PLAN (Continued)**

**Actuarial Assumptions (Continued)**

The discount rate used to measure the total pension liability was 7.25% as of June 30, 2022. The projection of cash flows used to determine the discount rate assumed plan contributions will be made in amounts consistent with statutory provisions and recognizing the plan’s current funding policy and cost-sharing mechanism between employers and members. For this purpose, all contributions that are intended to fund benefits for all plan members and their beneficiaries are included, except the projected contributions are intended to fund the service costs for future plan members and their beneficiaries are not included.

Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2022.

**Pension Liabilities, Pension Expense, and Related Deferred Inflows and Outflows of Resources**

At June 30, 2023, the School reported a liability of \$38,922,050 for its proportionate share of the net pension liability, including the School’s blended unit. At June 30, 2022, the School’s proportion was 0.21558%. At June 30, 2022, the School reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 5,039,763	\$ 27,805
Change in assumptions	4,999,809	-
Net difference between projected and actual investment earnings on pension plan investments	474,873	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	4,986,829	545,617
Contributions subsequent to the measurement date	3,455,094	-
	<u>\$ 18,956,368</u>	<u>\$ 573,422</u>

Amounts reported as deferred outflows and deferred inflows of resources, without regard to the contributions subsequent to the measurement date, related to pensions will be recognized in pension expense as follows for the years ended June 30:

2024	\$ 1,608,642
2025	1,526,699
2026	1,363,088
2027	5,274,136
2028	714,075

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2023**

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**NOTE 7 – DEFINED BENEFITS PENSION PLAN (Continued)**

**Pension Liabilities, Pension Expense, and Related Deferred Inflows and Outflows of Resources (Continued)**

The net difference between projected and actual investment earnings on pension plan investments will be recognized over five years, all the other above deferred outflow and deferred inflows will be recognized over the average expected remaining service lives, which was 5.70 years for the measurement period ending June 30, 2022.

**Pension Plan Fiduciary Net Position**

Additional information supporting the Schedule of Employer Allocations and the Schedule of Pension Amounts by Employer is located in the PERS Comprehensive Annual Financial Report (CAFR) available on the PERS website at [www.nvpers.org](http://www.nvpers.org) under Quick Links – Publications. That report may also be obtained by writing to Public Employees Retirement System of Nevada, 693 West Nye Lane, Carson City, Nevada 89703 or by calling 775-687-4200.

**NOTE 8 – NET POSITION RECONCILIATION FOR GASB 68**

The following reconciles the net position from the government-wide financial statements to an adjusted net position, which excludes balances directly related to GASB 68 pension reporting requirements, as of June 30, 2023:

Net position including GASB 68 adjustment	\$ 2,718,738
Add: net pension liability	38,922,050
Add: deferred inflows of resources	573,422
Less: deferred outflows of resources	<u>(18,956,368)</u>
Net position without GASB 68 adjustment	<u><u>\$ 23,257,842</u></u>

**NOTE 9 – SUBSEQUENT EVENTS**

Subsequent events have been evaluated through October 26, 2023, which is the date the financial statements were available to be issued. No additional events were identified that would require additional disclosure.

## **SUPPLEMENTARY INFORMATION**

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
BUDGET COMPARISON SCHEDULE  
MODIFIED ACCRUAL  
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

	<u>Budget</u>	<u>Actual</u>	Variance Favorable / (Unfavorable)	<u>Percentage</u>
<b>REVENUE</b>				
Local revenue sources	\$ 624,291	\$ 3,018,071	2,393,780	383%
State revenue sources	40,094,243	39,696,208	(398,035)	-1%
Federal revenue sources	4,104,158	9,008,848	4,904,690	120%
Total revenue	<u>44,822,692</u>	<u>51,723,127</u>	<u>6,900,435</u>	<u>15%</u>
<b>EXPENDITURES</b>				
Regular programs:				
Instruction	24,114,475	20,388,859	3,725,616	15%
Support services	13,090,184	12,252,688	837,496	6%
Total regular programs	<u>37,204,659</u>	<u>32,641,547</u>	<u>4,563,112</u>	<u>12%</u>
Special programs:				
Instruction	2,802,644	7,644,495	(4,841,851)	-173%
Support services	832,108	4,318,939	(3,486,831)	-419%
Total special programs	<u>3,634,752</u>	<u>11,963,434</u>	<u>(8,328,682)</u>	<u>-229%</u>
Other:				
Capital outlay	-	4,911,164	(4,911,164)	100%
Debt service	3,983,281	5,198,881	(1,215,600)	-31%
Total other	<u>3,983,281</u>	<u>10,110,045</u>	<u>(6,126,764)</u>	<u>-154%</u>
Total expenditures	<u>44,822,692</u>	<u>54,715,026</u>	<u>(9,892,334)</u>	<u>-22%</u>
Excess (deficiency) of revenue over expenditures	-	(2,991,899)	(2,991,899)	100%
<b>OTHER FINANCING SOURCES (USES)</b>				
In-kind donations	-	180,403	(180,403)	100%
Net change in fund balances	-	(2,811,496)	(2,811,496)	0%
FUND BALANCE, beginning of year	<u>37,655,021</u>	<u>37,655,021</u>	-	0%
FUND BALANCE, end of year	<u><u>37,655,021</u></u>	<u><u>34,843,525</u></u>	<u><u>(2,811,496)</u></u>	<u><u>-7%</u></u>

See independent auditor's report.

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
SUPPLEMENTAL PENSION INFORMATION  
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

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<u>Measurement date of June 30*:</u>	<u>Proportion of the net pension liability</u>	<u>Proportionate share of the net pension liability</u>	<u>Covered- employee payroll</u>	<u>Proportionate share of the net pension liability as a percentage of its covered-employee payroll</u>	<u>Plan fiduciary net position as a percentage of the total pension liability</u>
2015	0.07813%	\$ 8,953,322	\$ 5,053,908	177.2%	75.1%
2016	0.08786%	\$ 11,822,891	\$ 5,244,044	225.5%	72.2%
2017	0.14214%	\$ 18,903,916	\$ 10,411,115	181.6%	74.4%
2018	0.15694%	\$ 21,403,680	\$ 10,411,088	205.6%	75.2%
2019	0.19061%	\$ 25,991,004	\$ 13,018,396	199.6%	76.5%
2020	0.20809%	\$ 28,983,300	\$ 14,520,406	199.6%	77.0%
2021	0.21558%	\$ 18,441,897	\$ 14,081,791	131.0%	86.5%
2022	0.20223%	\$ 38,922,050	\$ 15,564,706	250.1%	75.1%

\* Fiscal year 2016 was the first year of implementation. Therefore, only eight years are shown. 2015 was the relevant measurement period for 2016.

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
 SUPPLEMENTAL CONTRIBUTION SCHEDULE  
 FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

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Fiscal year ended June 30:*	Contractually required contribution	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	School's covered- employee payroll	Contributions as a percentage of covered-employee payroll
2016	\$ 980,261	\$ 980,261	\$ -	\$ 5,244,044	18.7%
2017	\$ 1,941,412	\$ 1,941,412	\$ -	\$ 10,411,115	18.6%
2018	\$ 1,409,318	\$ 1,409,318	\$ -	\$ 10,411,088	13.5%
2019	\$ 1,834,260	\$ 1,834,260	\$ -	\$ 13,018,396	14.1%
2020	\$ 2,183,850	\$ 2,183,850	\$ -	\$ 14,520,406	15.0%
2021	\$ 2,116,999	\$ 2,116,999	\$ -	\$ 14,081,791	15.0%
2022	\$ 2,379,570	\$ 2,379,570	\$ -	\$ 15,564,706	15.3%
2023	\$ 3,455,094	\$ 3,455,094	\$ -	\$ 22,584,309	15.3%

\* Fiscal year 2016 was the first year of implementation. Therefore, only eight years are shown.

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
FINANCIAL STATEMENT AUDIT RESULTS SUMMARY  
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

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1	School name	Coral Academy of Science Las Vegas
2	School year ended	2023
3	Year of operations	2007
4	Independent auditor	Velez & Hardy, LLC
5	Cash	32,209,777
6	Current assets	39,678,317
7	Noncurrent assets	72,497,513
8	Deferred outflows	18,956,368
9	Current liabilities	7,032,627
10	Noncurrent liabilities	120,807,411
11	PERS pension liability	38,922,050
12	Deferred inflows	573,422
13	Revenues	51,903,530
14	Expenditures	54,347,999
15	Annual principal	995,000
16	Interest expense	3,398,756
17	Depreciation expense	2,152,450
18	Outstanding loan	Yes
19	Debt default	No

*See independent auditor's report.*

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
SCHEDULE OF FINANCIAL PERFORMANCE  
FOR THE YEAR ENDED JUNE 30, 2023**

	<u>Standard:</u>	<u>Result:</u>	<u>Meets or Exceeds?</u>
<i>Near-Term Financial Indicators:</i>			
Current ratio	1.1 or greater	5.6	YES
Unrestricted days cash-on-hand	60 days or more	169	YES
Enrollment forecast accuracy	95% or greater	100.2%	YES
Debt default	Should be NO	NO	YES
<i>Sustainability Indicators:</i>			
Aggregate 3 year total margin	Positive	1.63%	YES
Current year total margin	Positive	-4.71%	NO
Debt-to-asset ratio (net of pension liability)	0.90 or less	0.79	YES
Multi-year cash flow	Positive	4,734,628	YES
One-year cash flow	Positive	(4,872,104)	YES*
Debt-service coverage ratio (net of GASB 68 pension adjustment)	1.1 or greater	1.40	YES

\* Although this amount is negative, the financial framework includes an exception for schools with large capital investments resulting in cash balance declines so long as the school does not show an operating deficit. The framework also provides an exception related to any facility acquisition plan which would draw down cash balances with the balance decline being part of an approved spending plan. Accordingly, the framework requirement is met despite the negative balance as the School falls within the allowable exceptions.

*See independent auditor's report.*

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Governing Body and Management  
Coral Academy of Science Las Vegas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Coral Academy of Science Las Vegas (the School) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated October 26, 2023.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Velez & Hardy*

Las Vegas, Nevada  
October 26, 2023

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM  
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Governing Body and Management  
Coral Academy of Science Las Vegas

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited the School's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the School's major federal programs for the year ended June 30, 2023. The School's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the School complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the School's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the School's federal programs.

***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the School's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the School's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the School's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the School's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Velez & Hardy*

Las Vegas, Nevada  
October 26, 2023

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2023**

Federal Grantor / Pass-Through Grantor / Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
<b>U.S. Department of Defense</b>				
Impact aid	84.041			\$ 317,661
<b>U.S. Department of Education</b>				
Impact aid	84.041			3,068,345
Total impact aid				<u>3,386,006</u>
Passed through the State of Nevada				
Charter School Authority:				
<u>Special Education Cluster:</u>				
COVID-19 Special Education- Grants to States (IDEA, Part B)	84.027			78,245
COVID-19 Special Education- Preschool Grants (IDEA Preschool)	84.173			18,160
Special Education - Grants to States (IDEA, Part B)	84.027			420,927
Special Education - Preschool Grants (IDEA Preschool)	84.173			11,314
Total special education cluster				<u>528,646</u>
IASA (ESEA) Title I-A Helping Disadvantages Students Meet High Standards / School Improvement	84.010			<u>241,627</u>
Supporting Effective Instruction State Grants (formerly Improving Teacher Quality State Grants)	84.367			<u>163,134</u>
COVID-19 Education Stabilization Fund (ESF)	84.425			<u>2,599,378</u>
<b>U.S. Department of the Treasury</b>				
Passed through the State of Nevada				
Charter School Authority:				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	AB495		<u>391,250</u>
COVID-19 Coronavirus State and Local Fiscal Recovery Funds (NSLP Equipment Assistance)	21.027			<u>27,678</u>
COVID-19 Coronavirus State and Local Fiscal Recovery Funds (NSLP Misc)	21.027			<u>180,903</u>
<b>U.S. Department of Health and Human Services</b>				
Passed through the State of Nevada				
Charter School Authority:				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243			<u>6,450</u>
<b>U.S. Department of Agriculture</b>				
Passed through the State of Nevada				
Department of Agriculture:				
<u>Child Nutrition Cluster:</u>				
COVID-19 ARP School Breakfast Program (SBP)	10.553			635
COVID-19 ARP National School Lunch Program (NSLP)	10.555			786,799
School Breakfast Program (SBP)	10.553			15,601
National School Lunch Program (NSLP)	10.555			<u>680,741</u>
Total child nutrition cluster				<u>1,483,776</u>
Total Expenditures of Federal Awards				<u>\$ 9,008,848</u>

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**JUNE 30, 2023**

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**NOTE 1 – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (Schedule) includes the federal award activity of Coral Academy of Science Las Vegas (the School) under programs of the federal government for the year ended June 30, 2023. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the School, it is not intended to and does not present the financial position or the activities of the School.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures are recognized on the modified accrual basis, which is based on when costs become a demand on current available financial resources. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

No federal financial assistance has been provided to a subrecipient.

**NOTE 3 – INDIRECT COSTS**

The School's federal award programs cover expenditures approved as a part of the federal grant or as otherwise allowed by applicable laws or regulations. For the year ended June 30, 2023, the School did not allocate any indirect costs to its federal award programs.

**SCHEDULE OF FINDINGS AND  
QUESTIONED COSTS**

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
 FOR THE YEAR ENDED JUNE 30, 2023**

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**Section I - Summary of Auditors' Results**

**Financial Statements**

Type of report the auditor issued on whether the financial statements

audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

Material weaknesses identified?            yes     x     no

Significant deficiencies identified?            yes     x     none reported

Noncompliance material to financial statements noted?            yes     x     no

**Federal Awards**

Internal control over major federal programs:

Material weaknesses identified?            yes     x     no

Significant deficiencies identified?            yes     x     none reported

Type of auditor's report issued on compliance

for major federal programs: Unmodified

Any audit findings disclosed that are required to

be reported in accordance with section

2 CFR 200.516(a)?            yes     x     no

Identification of major federal programs:

CFDA Number                      Name of Federal Program or Cluster:

84.425                              COVID-19 Education Stabilization Fund (ESF)

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as a low-risk auditee?     x     yes            no

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2023**

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**Section II – Financial Statement Findings**

None reported.

**Section III – Federal Award Findings and Questioned Costs**

None reported.

**SCHEDULE OF PRIOR FINDINGS AND  
QUESTIONED COSTS**

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
 SCHEDULE OF PRIOR FINDINGS AND QUESTIONED COSTS  
 FOR THE YEAR ENDED JUNE 30, 2022**

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**Section I - Summary of Auditors' Results**

**Financial Statements**

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

Material weaknesses identified?            yes       x       no

Significant deficiencies identified?            yes       x       none reported

Noncompliance material to financial statements noted?            yes       x       no

**Federal Awards**

Internal control over major federal programs:

Material weaknesses identified?            yes       x       no

Significant deficiencies identified?            yes       x       none reported

Type of auditor's report issued on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?            yes       x       no

Identification of major federal programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster:</u>
84.425	COVID-19 Education Stabilization Fund (ESF)
10.553/10.555	Child Nutrition Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as a low-risk auditee?       x       yes            no

**CORAL ACADEMY OF SCIENCE LAS VEGAS  
SCHEDULE OF PRIOR FINDINGS AND QUESTIONED COSTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2022**

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**Section II – Financial Statement Findings**

None reported.

**Section III – Federal Award Findings and Questioned Costs**

None reported.

# Attachment F

## CASLV Salary Tables

**CASLV - Nellis Campus Salary Schedule for Licensed Teachers  
FY 2023-2024**

STEP	CLASS A B.A.	CLASS B M.A.	CLASS C Ph.D./Ed.D.
1	\$52,000.00	\$54,000.00	\$56,000.00
2	\$53,300.00	\$55,350.00	\$57,400.00
3	\$54,632.00	\$56,733.00	\$58,835.00
4	\$55,998.00	\$58,152.00	\$60,305.00
5	\$57,398.00	\$59,605.00	\$61,813.00
6	\$58,833.00	\$61,096.00	\$63,358.00
7	\$60,304.00	\$62,623.00	\$64,942.00
8	\$61,811.00	\$64,189.00	\$66,566.00
9	\$63,356.00	\$65,793.00	\$68,230.00
10	\$64,940.00	\$67,438.00	\$69,936.00
11	\$66,564.00	\$69,124.00	\$71,684.00
12	\$68,228.00	\$70,852.00	\$73,476.00
13	\$69,934.00	\$72,623.00	\$75,313.00

**Definition of Classes**

CLASS A Bachelor's degree and valid Nevada certification.

CLASS B Master's degree from an accredited institution in a field pertinent to position and valid Nevada certification.

CLASS C Doctorate's degree from an accredited institution in a field pertinent to position and valid Nevada certification.

**Additional Payments (Annual)**

Elementary Grade Level Chairs: \$2,000

MS Department Chairs: \$2,000 (assumes the oversight and planning responsibility of their respective subject area)

Athletic Club Coaching: \$1,200

(min. 50 hrs of work per team that plays for a league-- subject to admin approval; time sheet is required)

School-wide Academic Team Coaches: \$1,500

(min. 50 hrs of practice-- subject to admin approval; time sheet is required; does not include mandatory club/tutoring)

CASLV Alumni Stipend for certified teachers: \$2,000 (the stipend will be paid in the following pay period after 90 days of employment)

**Conditions**

This salary schedule applies only to **teaching faculty** who hold a valid Nevada teaching license for the level or subject taught.

The implementation of this salary schedule depends on the financial standing of the school and availability of the budget.

This scale is based on the 2023-2024 budget and Impact Aid Grant .

It may be revisited by the school board based on current fiscal year's budget.

Full time teaching experience will be honored up to five years with a proof of prior employment verification.

Official transcripts must be received by July 31st in order for salary changes to be considered for the upcoming school year.

The Executive Director has the discretion to move between the steps when recruiting teachers.

**Grant-Funded Positions are not eligible.**

## CASLV Salary Schedule for Licensed Teachers

**FY 2023-2024**

STEP	CLASS A B.A.	CLASS B M.A.	CLASS C Ph.D./Ed.D.
1	\$50,000.00	\$51,500.00	\$54,000.00
2	\$51,250.00	\$52,787.00	\$55,350.00
3	\$52,531.00	\$54,107.00	\$56,733.00
4	\$53,844.00	\$55,459.00	\$58,152.00
5	\$55,190.00	\$56,846.00	\$59,605.00
6	\$56,570.00	\$58,267.00	\$61,096.00
7	\$57,984.00	\$59,724.00	\$62,623.00
8	\$59,434.00	\$61,217.00	\$64,189.00
9	\$60,920.00	\$62,747.00	\$65,793.00
10	\$62,443.00	\$64,316.00	\$67,438.00
11	\$64,004.00	\$65,924.00	\$69,124.00
12	\$65,604.00	\$67,572.00	\$70,852.00
13	\$67,244.00	\$69,261.00	\$72,623.00
14	\$68,925.00	\$70,993.00	\$74,439.00
15	\$70,648.00	\$72,768.00	\$76,300.00
16	\$72,414.00	\$74,587.00	\$78,208.00

### Definition of Classes

CLASS A Bachelor's degree and valid Nevada certification.

CLASS B Master's degree from an accredited institution in a field pertinent to position and valid Nevada certification.

CLASS C Doctorate's degree from an accredited institution in a field pertinent to position and valid Nevada certification.

### Additional Payments (Annual)

Elementary Grade Level Chairs: \$2,000

MS/HS Department Chairs: \$2,000 (assumes the oversight and planning responsibility of their respective subject area)

MS/HS Grade Level Chairs: \$1,000 (assume responsibility for the vertical articulation of instruction, cross-curricular integration of STEM standards and grade specific activities, e.g. field trips.)

Athletic Club Coaching: \$1,200 (min. 50 hours of work per team that plays for a league-subject to admin approval; time sheet required)

NIAA Head Coaches \$2,500 (per team per league), NIAA Assistant Coaches \$1,500 (per team per league)

School-wide Academic Team Coaches: \$1,500 per team (min. 50 hrs of practice-- subject to admin approval; time sheet is required; does not include mandatory club/tutoring/class)

High school teachers asked to teach an additional class during their prep period will be compensated \$8,000 per prep period.

AP teachers: \$2,000 per class

CASLV Alumni Stipend for certified teachers: \$2,000 (the stipend will be paid in the following pay period after 90 days of employment)

Dual Enrollment Courses: Teachers can receive \$1,000 per course taught per semester (not to exceed two courses per semester)

VEX Robotics Competition (VEX) and FIRST Robotics Challenge (FRC) coaches: \$2,500 per team (min. 100 hours of practice-- subject to admin approval; time sheet is required; does include mandatory club/tutoring/class).

### Conditions

This salary schedule applies only to **teaching faculty** who hold a valid Nevada teaching license for the level or subject taught.

The implementation of this salary schedule depends on the financial standing of the school and availability of the budget.

This scale is based on the 2023-2024 budget. It may be revisited by the school board based on current fiscal year's budget.

Full time teaching experience will be honored up to five years with a proof of prior employment verification.

Official transcripts must be received by July 31st in order for salary changes to be considered for the upcoming school year.

The Executive Director has the discretion to move between the steps when recruiting teachers.

Grant-Funded Positions are not eligible.

# Attachment G

## CASLV Lottery Procedures



**CORAL ACADEMY OF SCIENCE  
LAS VEGAS  
LOTTERY PROCEDURES**

## LOTTERY INTRODUCTION

### *What is a charter school lottery?*

A charter school lottery is a random selection process by which applicants are admitted to a charter school, to ensure that all applicants have an equal chance of being admitted. A charter school must conduct a lottery if more students apply for admission to the charter school than can be admitted—which is historically the case for Coral Academy of Science Las Vegas (CASLV).

State charter schools are required to adhere to NRS 388A.453 & 388A.456 detailing how over-subscribed schools must conduct their lotteries. That means, among other things, CASLV does not base admission on intellectual ability, measures of achievement or aptitude, athletic ability, or discriminate on the basis of ethnicity, race, gender, sexual orientation, gender identity/expression, religion or disability.

### *Do these Lottery Procedures apply to existing students?*

No. All existing students at CASLV are guaranteed enrollment at CASLV the following year, except in certain extraordinary (and unlikely) circumstances. (This includes children or legal wards enrolled in a prekindergarten program at CASLV.) The following procedures apply to those seeking to become new CASLV students.

## PRE-LOTTERY

CASLV will be well-prepared for the actual lottery event by conducting at least one practice lottery. The practice lottery will be run in front of observers so that the observers may provide feedback. A practice lottery identifies potential issues.

## LOTTERY APPLICATION

An application for enrollment in a charter school needs to be submitted by the parent or legal guardian of the child residing in Nevada. (NRS 388A.453(1).)

### **Who May Submit?**

An application for enrollment in a charter school needs to be submitted by the parent or legal guardian of the child (NRS 388A.453). Legal guardianship needs to be proved by court documentation.

**Lottery Deadline.** The application window for the upcoming school year begins on November 1st. All applications that are submitted between November 1st and prior to the lottery being run on the first business day of March, will be included in the lottery. Any subsequent applications will be added to the end of the waitlist for each grade level. Once the school year begins, if the grade in which an application is submitted for is not yet full, a student can be enrolled and

receive instruction at the time they seek enrollment. The determination of available spaces is based on grade-specific seat capacity and the number of returning CASLV students.

Note that based on past precedent, it is extremely important that you apply before the lottery is run on the first business day of March, to have the best chance of securing your child a seat.

**Lottery Process.** The lottery will consist of the names of all students whose parents/legal guardians have completed the online application. If more students apply than the building can accommodate, all names are subject to the lottery (regardless of when—between November 1st and the time the lottery is run on the first business day of March - the application was submitted).

**Notifications.** Within three business days after the lottery, CASLV will send the results to the parents/legal guardians through the application and lottery software system (currently SchoolMint). To receive detailed communications throughout the lottery process, email notifications are highly suggested. Notification will be sent throughout the process providing additional information based on the application status. If/When a waitlist is created for a given grade, all subsequent applications will be added to the end of the waitlist. If the student has a priority it will be applied before any enrollment offers are made to move them towards the top of the waitlist. (NRS 388A.453; NRS 388A.456)

**Online Account.** To submit an online application, a parent/legal guardian must create a family account, which will make applying for multiple students easier. Once the family account is created, the parent/legal guardian will need to submit an application for each child. CASLV informs families in order to receive detailed communication throughout the lottery process. Again, your agreeing to email notifications is highly suggested.

**Records.** It is important that CASLV keeps an accurate record of the enrollment lottery. The lottery, which is held the first business day of March, is video recorded and original lottery lists from the 3rd party software system are printed and stored at the Central Office.

## **LOTTERY PRIORITY**

CASLV priorities are based on NRS 388A.456.

Note that in applying the sibling priority, it is important which campus(es) the siblings will attend. CASLV is one single school with many campuses, but in determining whether a student has priority based upon his/her sibling, the “where” is important. Sibling priority is based on the relevant sibling’s current campus. (See below list of matriculation-order schools). For more information, see item 2(c) below.

The school’s lottery priorities are as followed:

1. A child of a person who is employed by the charter school, is a member of the committee to form the charter school, and/or who is a member of the governing body of the charter school.
  - a. Priority Applications must be submitted prior to the running of the lottery in order to qualify in the priority in the first wave of enrollment offers.
  - b. Priority Applications submitted after the running of the lottery, will only be approved for the following:
    - i. newly hired teachers, staff, and administration
    - ii. current teachers, staff, and administration who are transferred/promoted to another campus.
  - c. Priority Applications that are submitted after the running of the lottery will be added to the bottom of the current sibling priority waitlist.
2. A child who is a sibling of a student who is currently enrolled in CASLV
  - a. Sibling priority - the child must share at least one common biological or legal parent/legal guardian, whether through natural, marriage, or adoptive means.

CASLV recognizes:

    - i. biological siblings that share parents;
    - ii. “half” siblings that have a single parent;
    - iii. “step” siblings that share a parent or parents through marriage (provide marriage certificate); and
    - iv. siblings who share a parent or parents through adoption, foster, or guardianship.
      1. Provide file-stamped and signed court documentation *preferred*
      2. Provide temporary notarized guardianship documentation
        - a. Guardian is responsible for submitting updated documentation before the expiration date listed.
  - b. Intra-campus sibling priority
    - i. Students applying to a CASLV campus where a sibling is already enrolled
  - c. Inter-campus sibling priority
    - i. Students applying to a campus, where their sibling is enrolled at a different CASLV campus
  - d. Campus Matriculation Order
    - Tamarus (K-4) → Windmill (5 - 7) → Sandy Ridge (8- 12)
    - Eastgate (K-5) → Option between Cadence (K-12) or Windmill (5-7)

Parents will have the option for their student(s) to continue with CASLV after completion of 5th grade at Eastgate by attending either Cadence or Windmill campuses.

If more parents choose one particular campus than we have available seats for, then we will run a lottery for the placement of all outgoing 5th-grade students.

The application window will open annually on the first business day of December and close on January 31st. We will run the lottery annually on the first business day of February. Results will be emailed to families within 3 business days to the email on file with the Registrar's office. Any student who is not offered a seat at their first-choice campus will be enrolled at the second-choice campus and remain on the other campus' waitlist until a spot opens. All students can remain at CASLV; it's just their campus choice that may be affected. The priority order for these students will be:

- Student of a staff or board member
  - Sibling of a currently enrolled student at Windmill or Sandy Ridge (if the application is for the Windmill campus)
  - Sibling of a currently enrolled student at Cadence (if the application is for the Cadence campus)
  - Sibling of a currently enrolled student at any other campus
  - 5<sup>th</sup> grade students on the internal waitlist for their first-choice school for 6<sup>th</sup> grade
  - General waitlist
- Centennial Hills (K-8) → Sandy Ridge (8-12) (Matriculation for 8th to 9th grade)
  - Nellis AFB (PreK-8) → Sandy Ridge (8-12) (Matriculation for 8th to 9th grade)
3. A child who qualifies for the McKinney Vento program (e.g., homeless students)

## **Military Priorities**

The below priority is applicable for **all campuses except Nellis AFB campus.**

4. A child who has a parent / guardian who is presently serving in the Armed Forces of the United States, Reserves, or the National Guard

The below priorities are applicable for the **Nellis AFB campus only.**

- 4. Active military (stationed at Nellis AFB or Creech AFB) living on base
- 5. Active military living off base
- 6. DOD employees employed at Nellis AFB or Creech AFB

## **WEIGHTED LOTTERY**

In compliance with Nevada Department of Education Regulation R131-16 Sec. 12, CASLV will start implementing this policy to ensure the student population will more closely reflect the communities where CASLV campuses are located, starting with the 2022-2023 school year's

admissions. CASLV will accomplish this by granting a weight of four times (4.0x) in its lottery to applications by students who qualify for Free & Reduced Lunch (FRL). (In other words, for every one chance a non-weighted candidate has, a weighted candidate has four chances.)

It is optional whether an FRL-eligible applicant wants to have his/her application weighted. He/she can submit a standard weight application.

The process for the weighted lottery is as follows:

1. Prior to the application session starting on November 1st, CASLV will determine the average FRL percentage at CCSD schools within a 5-mile radius of each CASLV campus for the previous school year for which such information is available. This will provide an FRL comparison percentage.
2. That FRL comparison percentage will be compared to the previous school year's CASLV FRL percent at its corresponding (i.e., closest) CASLV campus.
3. If the previous school year's CASLV Campus FRL percent is less than 90% of the FRL comparison percent, the weighted lottery will apply at this CASLV campus. If the previous school year CASLV Campus FRL percent is greater than or equal to 90% of the FRL Comparison percent, the weighted lottery will not apply at this CASLV campus.
4. If a weighted lottery is determined to apply, a weight of 4.0 will be applied to the corresponding qualifying applications (to that campus), meaning the students who provide documentation to indicate they would qualify for FRL.
5. The CASLV lottery application format will be revised to request that applying students inform the school whether they are eligible for the FRL program.
6. Any student who indicates they are eligible for the 4.0x weight in the lottery will be asked to provide supporting documentation. Any refusal to timely provide the required documentation will result in the application receiving a standard 1.0x weight in the lottery.
7. All supporting documentation must be received no later than 48 hours prior to the lottery being run. CASLV will send up to 3 reminder communications to families who do not submit their documentation at the time they apply.
8. Any information collected for the purpose of the weighted lottery will not be used by CASLV in any way, academically or otherwise.

## **WAITLIST**

For each grade, the application software system (currently SchoolMint) will sort applications and assign a waiting list number in a random order. The students then will be accepted in that order as long as there are available spots. The rest of the students will remain on the waiting list at their randomly determined positions.

CASLV addresses instances in which a student applies after the lottery has been run but with a priority status (or when a priority status changes and becomes newly- applicable). For example, should a student that qualifies for priority status apply the lottery has been run, that student will move to the bottom of the priority waitlist. Or, if one sibling completes registration with CASLV, the other sibling will then be granted sibling priority and will move to the bottom of the current sibling priority waitlist.

Parent/Guardian(s) can contact the campus in which they applied to, for their current waitlist number starting three business days after the lottery. Parent/Guardian(s) can log into their SchoolMint Family Profile to view their waitlist number/status.

## **POST-LOTTERY REGISTRATION**

CASLV has a designated time frame for each registration window. If there is an extenuating circumstance prohibiting the parent/guardian from registering in the time frame given by CASLV staff, then deferred registration may be granted. Upon notification of an offer, Parents /guardians have 72 hours to complete all required registration documents. If all documents are not submitted by the stated deadline in the acceptance email, the student’s spot will be returned to the lottery. Once school is in session, there will be a 24-hour window to complete student registration. Every effort will be made to contact the parent within the deadline.

## **MISLEADING APPLICATION**

*Applications that contain false information or that do not provide complete information will result in voiding that application or the expulsion of the student when it is realized.*

### **Revision History:**

<b>Date</b>	<b>Description of changes</b>	<b>Requested By</b>
4/6/2019	Board approval	CASLV Staff
9/18/2021	1st amendment Weighted Lottery	CASLV Staff
2/26/2022	2 <sup>nd</sup> Amendment	CASLV Staff
10/15/2022	Eastgate Grade Configuration	CASLV Staff
8/30/2023	Add school year to title page, Weighted lottery, Priorities, Internal lottery (EG 5 <sup>th</sup> grade), Accepted guardianship documentation	CASLV Staff

# Attachment H

## Letter of Transmittal

**Attachment H – Letter of Transmittal**



**CORAL ACADEMY OF SCIENCE LAS VEGAS**

January 18, 2024

Melissa Mackedon  
Director  
Nevada State Public Charter School Authority  
1749 N. Stewart Street, Suite 40  
Carson City, NV 89706

Re: Proposed Amendment to the Charter of Coral Academy of Science Las Vegas

Dear Director Mackedon,

The Governing Board of Coral Academy of Science Las Vegas ("Coral Academy") is writing to request the approval of the State Public Charter School Authority (the "Authority") to an amendment to Coral Academy's Charter.

For Coral Academy's Nellis Air Force Base Campus, the proposed amendment will increase planned enrollment to 1,100 students for the 2026-2027 school year, to 1,350 students for the 2027-2028 school year, and to 1,600 students for the 2028-2029. The proposed amendment also plans to expand the campus with new construction on an adjacent parcel of land next to the existing campus.

Pursuant to NRS 386.527(10), and under Section 12.7.1 of the Charter School Contract between Coral Academy and the Authority, the school is seeking the approval of the school's sponsor, meaning the authority. Coral Academy's Governing Board approved this amendment at a public meeting on January 17, 2024, under a properly-noticed agenda item.

Please consider this amendment and let me know whether the Authority will also approve it. If you have any questions or comments, please contact me or the school's Executive Director, Mr. Ercan Aydogdu.

Thank you for your time and attention.

Sincerely,

A handwritten signature in black ink that reads 'Ann E Diggins'. The signature is written in a cursive style with a large initial 'A'.

Ann E Diggins  
President of the Governing Board  
Coral Academy of Science Las Vegas

# Attachment I

## Board Meeting Agenda



## Coral Academy of Science Las Vegas

### Coral Academy of Science Las Vegas Board Meeting

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#### **Date and Time**

Wednesday January 17, 2024 at 4:30 PM PST

#### **Location**

8985 S. Eastern Ave #375  
Las Vegas, NV 89123

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**Posting of Agenda:** This agenda has been posted at the following locations:

Coral Academy of Science Las Vegas (“CASLV”) Central Office, CASLV website at [www.caslv.org](http://www.caslv.org), and Nevada Public Notice website at <http://notice.nv.gov>.

**Format / Procedures / Rules:** This is a notice of a public meeting held pursuant to NRS Chapter 241. Members of the public are invited to be present.

Certain items may be removed from open/public consideration if permitted or required by Nevada law. The Board may also (i) take agenda items out of order; (ii) combine two or more items for consideration; (iii) separate one item into multiple items; (iv) table an agenda item to a future meeting; and/or (v) remove an agenda item.

Reasonable efforts will be made to assist and accommodate persons with physical disabilities desiring to attend the meeting. Please contact Ms. Shepard at [ashepard@coralacademylv.org](mailto:ashepard@coralacademylv.org) at least 48 hours before the time of the meeting, if possible, so that reasonable arrangements may conveniently be made.

Please also contact Ms. Shepard if you would like a copy of the agenda and any public reference materials relating to agenda items. Those materials will also be available at the meeting location. Those materials would provide you with greater context and clarity as to the matters under discussion.

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By law, no one may willfully disrupt the meeting to the extent that its orderly conduct becomes impractical.

All items are action or possible action items if denoted as such.

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## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>4:30 PM</b>
<b>A. Call the Meeting to Order</b>		Ann Diggins	5 m
Call to order			
Roll Call			
Pledge of Allegiance			
<b>B. Public Comment</b>			10 m
<p>Comments from the public are welcome at this time. You may present your comment during the meeting or beforehand, by contacting Ms. Shepard and relaying the comment to her. No person may sign up for another person, nor yield his/her time to another person. The Board may not deliberate on, or take any action regarding, a matter raised during the public comments sessions, unless the matter itself has already been specifically included on the agenda as an "Action" Item (and then, only at the time such Item is heard). The Board President will limit public comment to 3 to 5 minutes per person to ensure that all participants may speak and the Agenda is not unduly delayed, subject to any brief extension granted by the Board President in his/her sole discretion. No restrictions apply based on the speaker's viewpoints. If the Board hears public comments which exceed, in total, 20 minutes, the Board may postpone the remainder of the public comments to the same agenda item at the end of the meeting. The Board President may, in her discretion, forego Items I (B) and second-to-last item and instead solicit Public Comments during each individual action item below, as permitted by NRS 241.020(3)(d)(3); or alternatively keep Items I (B) and VII but still permit Public Comments during certain (but not necessarily all) individual action items below. The information above applies to all Public Comment periods.</p>			
<b>II. Consent Agenda</b>			<b>4:45 PM</b>
<p>Information concerning the following consent agenda items has been provided to Board members for study prior to the meeting. The Executive Director recommends the passage of all Consent Agenda items in one motion. The Board may vote upon these items in one motion, unless a Board member requests that an item be taken separately.</p>			

	Purpose	Presenter	Time
<b>A.</b> Approval of the October 30, 2023 Regular Board Meeting Minutes (For Possible Action)	Vote	Beth Kazelskis	5 m
<b>B.</b> Report of Purchases and Expenses Between \$10,000 and \$25,000 (Information)	FYI	Ercan Aydogdu	5 m
<b>C.</b> Tamarus Campus Desktop Purchase (For Possible Action)	Vote	Nick S.	5 m
<b>D.</b> Approval of the Work-Based Learning Program Application (For Possible Action)	Vote	Mr. Gunozu / Mr. Adem	5 m
<b>III. Discussion &amp; Possible Action Items- Contracts, Purchases, and Procurements</b>			<b>5:05 PM</b>
<b>A.</b> Amendment to the Cadence Campus Northern Border Wall Cost Participation (For Possible Action)	Vote	Selim Tanyeri	5 m
<b>B.</b> Henderson Chamber of Commerce Membership and Sponsorship (For Possible Action)	Vote	Ercan Aydogdu	5 m
<b>C.</b> Charter Amendment Request-Reduction of the Cadence Campus Enrollment Cap (For Possible Action)	Vote	Selim Tanyeri	
<b>D.</b> Charter Amendment Request-Increase of the Nellis Campus Enrollment Cap (For Possible Action)	Vote	Selim Tanyeri	5 m
<b>E.</b> CSAN Membership and Conference Fees (For Possible Action)	Vote	Ercan Aydogdu	5 m
<b>F.</b> Approval of PERS Critical Labor Shortage in Compliance with NRS 286.523 under PERS policy 10.34 for School Psychologist and SPED Manager/Director/Administrator (For Possible Action)	Vote	Bridget Johnson-Peevy	5 m
<b>G.</b> Approval of Architect Fees for Drawings for Multiple Campuses' Front Office Improvements (For Possible Action)	Vote	Selim Tanyeri	5 m
<b>H.</b> Addition of a Classroom at the Cadence Campus (For Possible Action)	Vote	Selim Tanyeri	5 m

	Purpose	Presenter	Time
<b>I.</b> United Testing Services Agreement Amendment (For Possible Action)	Vote	Mustafa Gunozu	5 m
<b>J.</b> Nevada Painting Company Additional Payment (For Possible Action)	Vote	Selim Tanyeri	5 m
<b>K.</b> Update on a Facility Opportunity for a Potential Future Expansion (For Possible Action)	Vote	Ercan Aydogdu	5 m
<b>IV. Discussion/Possible Action Items-Governance/Policies/Finance</b>			<b>5:55 PM</b>
<b>A.</b> Background Check Policy for Non-Licensed Personnel (For Possible Action)	Vote	Bridget Johnson-Peevy	5 m
<b>B.</b> Legal Counsel's Hourly Rate Amendment (For Possible Action)	Vote	Ercan Aydogdu	5 m
<b>C.</b> Executive Director and CEO Annual Evaluation (For Possible Action)	Vote	Ann Diggins	5 m
<b>V. Information/Discussion Items</b>			<b>6:10 PM</b>
<b>A.</b> Afton Partners Presentation (Information)	FYI	Nick S./Afton Partners Rep,	5 m
<b>B.</b> Update on Academic Progress of Cadence and Nellis Elementary Schools (Information)	FYI	Mustafa Gunozu	10 m
<b>C.</b> Cadence Campus Update (Information)	FYI	Emrullah Eraslan	5 m
<b>D.</b> Tamarus Campus Update (Information)	FYI	Andrea Katatokis	5 m
<b>E.</b> Quarterly Discipline Report (Information)	FYI	Amber Nhan	5 m
<b>F.</b> Campus Safety and Security Update (Information)	Discuss	Selim Tanyeri	5 m
<b>G.</b> Financial Update (Information)	Discuss	Nick S. and/or DMS rep.	5 m
<b>H.</b> S&P Report (information)	FYI	Nick S.	5 m
<b>I.</b> Investment Update (information)	FYI	Nick S.	5 m
<b>J.</b> Executive Director's Progress Report (Information)	FYI	Ercan Aydogdu	5 m

	Purpose	Presenter	Time	
<p>This typically consists of brief updates and notices from the Executive Director regarding general school matters (i.e., items of general interest) not already covered in this meeting, including, for example, campus and school news, test results, school awards/accolades, sports results, club events, staff and teacher trainings, special events, graduation ceremonies, etc.</p>				
<b>K.</b>	Schedule of Board Subcommittee Meetings (Information)	FYI	Ercan Aydogdu	5 m
<p><b>Academic Subcommittee Meeting:</b> Wednesday, January 31, 2024, at 4:30 pm at Central Office</p>				
<p><b>Governance Subcommittee Meeting:</b> Wednesday, February 13, 2024, at 4:00 pm at Central Office</p>				
<p><b>Facility &amp; Finance Subcommittee Meeting:</b> Wednesday, April 17, 2024, at 4:30 at Central Office</p>				
<b>VI.</b>	<b>Closed Session-Privileged &amp; Confidential</b>			<b>7:10 PM</b>
<p>Closed Sessions (i.e., non-public meetings that are statutorily exempt from the OML) pursuant to NRS 241.016(3) and 388.261, with respect to item (A).</p>				
<b>A.</b>	Attorney/Client Conference	FYI	Mark Gardberg	20 m
<b>VII.</b>	<b>Potential Action(s) (For Possible Action)</b>			
<p>If any, re. the legal matters heard during the Closed Session Note: this may consist, for example, of a decision to submit a written demand on a potential litigant (e.g., a cease-and-desist letter), to authorize litigation, to conduct further legal research, to propose a settlement to a litigant, or to tender a matter to insurance.</p>				
<b>VIII.</b>	<b>Public Comments (Information)</b>			
<p>Please see the procedures and rules in item I(B) above.</p>				
<b>IX.</b>	<b>Closing Items</b>			
<b>A.</b>	Adjourn Meeting (For Action)	Vote		

# Attachment J

## Board Meeting Minutes



## Coral Academy of Science Las Vegas

### Minutes

#### Coral Academy of Science Las Vegas Board Meeting

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**Date and Time**

Wednesday January 17, 2024 at 4:30 PM

**Location**

8985 S. Eastern Ave #375

Las Vegas, NV 89123

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### **Directors Present**

Ann Diggins, Arlene Hayman (remote), Brin Gibson (remote), Chan Lengsavath (remote), Dr. Carryn Warren, Elizabeth Kazelskis, Feyzi Tandogan

### **Directors Absent**

*None*

### **Guests Present**

Amber Nhan, CASLV Climate & Culture Coordinator, Andrea Katotakis, CASLV Tamarus Principal, Andrea Shepard, CASLV Executive Assistant, Annette Martin, CASLV Cadence Assistant Principal, Anthony Vu, CASLV Director of Facilities, Bridget Johnson-Peevy, CASLV Chief People Officer, Ercan Aydogdu, CASLV Executive Director & CEO, Fulton Breen, Afton Partners (remote), Ismail Kocabiyik, CASLV Windmill Principal, Jessica Paquin, CASLV Cadence Assistant Principal, Josh Devon, Afton Partners (remote), Kathryn Palmer, CASLV Cadence PTO President, Mark Gardberg, CASLV Legal Counsel, Mark Hendrie, DMS (remote), Mia Nelson, CASLV Nellis AFB Principal, Mustafa Gunozu, CASLV Chief Academic Officer, Nick Sarisahin, CASLV Chief Financial Officer, Omer Arikan, Director of Information Systems, Selim Tanyeri, CASLV Chief Operating Officer

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## **I. Opening Items**

### **A. Call the Meeting to Order**

Ann Diggins called a meeting of the board of directors of Coral Academy of Science Las Vegas to order on Wednesday Jan 17, 2024 at 4:36 PM.

Mr. Gibson joined the meeting at 4:44 p.m. and left at 6:50 p.m.

Mr. Lengsavath joined the meeting at 5:00 p.m.

A break was held from 6:43 p.m. - 6:57 p.m.

### **B. Public Comment**

Two public comments were read on behalf of Tom Resnick. The public comment is regarding an unauthorized presentation by a student. Ms. Diggins explained this was

brought to the attention of the Board Chair at the time, and added it is not on today's agenda but the board will look into it.

## **II. Consent Agenda**

### **A. Approval of the October 30, 2023 Regular Board Meeting Minutes (For Possible Action)**

Elizabeth Kazelskis made a motion to approve the minutes from Coral Academy of Science Las Vegas Board Meeting on 10-30-23.

Feyzi Tandogan seconded the motion.

The board **VOTED** unanimously to approve the motion.

### **B. Report of Purchases and Expenses Between \$10,000 and \$25,000 (Information)**

### **C. Tamarus Campus Desktop Purchase (For Possible Action)**

This is within our budget and we are using ESSER grant funds for it.

### **D. Approval of the Work-Based Learning Program Application (For Possible Action)**

This was previously approved at the last board meeting. Due to the application date, we are bringing it back before the board.

Elizabeth Kazelskis made a motion to approve the consent agenda.

Feyzi Tandogan seconded the motion.

The board **VOTED** unanimously to approve the motion.

## **III. Discussion & Possible Action Items- Contracts, Purchases, and Procurements**

### **A. Amendment to the Cadence Campus Northern Border Wall Cost Participation (For Possible Action)**

It was discussed that this was previously approved by the board up to \$40,000 based on the estimated amount from a third party, however with extra costs the new amount we are responsible for paying is \$75,137.00. The total amount is \$117,315.00 and CASLV is committed to paying 50%. With extra costs, it's \$75,137.00 total for CASLV.

Arlene Hayman made a motion to approve the amendment to the Cadence campus northern border wall cost participation for \$75,137.00.

Feyzi Tandogan seconded the motion.

The board **VOTED** unanimously to approve the motion.

### **B. Henderson Chamber of Commerce Membership and Sponsorship (For Possible Action)**

Mr. Ercan explained this is an annual membership and sponsorship. This year we would like to upgrade from Silver to Gold sponsorship based on the increase in the number of

campuses. The cost is similar to the Silver sponsorship, however the Gold sponsorship offers more benefits.

Arlene Hayman made a motion to approve the Henderson Chamber of Commerce Membership and Gold Sponsorship in the amount of \$7,000.

Elizabeth Kazelskis seconded the motion.

The board **VOTED** unanimously to approve the motion.

**C. Charter Amendment Request-Reduction of the Cadence Campus Enrollment Cap (For Possible Action)**

Mr. Selim said this is aligned with our amended budget. We need to amend the charter as it is required by the State Public Charter School Authority (SPCSA) whenever a campus' enrollment dips over or under 10% from its capacity, even temporarily. This year's enrollment will go down to 1600, the next 2 years will be 1710, and for the 26/27 school year and following years, the enrollment number will go back to 1850. Mr. Selim answered questions from the board regarding the enrollment numbers.

Ann Diggins made a motion to approve the Charter Amendment Request-Reduction of the Cadence Campus Enrollment Cap.

Feyzi Tandogan seconded the motion.

The board **VOTED** unanimously to approve the motion.

**D. Charter Amendment Request-Increase of the Nellis Campus Enrollment Cap (For Possible Action)**

Mr. Selim and Mr. Ercan gave an overview of the Office of Local Defense Community Cooperation opportunity. Mr Ercan explained he sees the grant dollars as an opportunity to serve more students. It was discussed that there are 4 acres of unused land to the West of the campus. It was also discussed that we would put a field, gym, state-of-the-art labs, art and music classes, and additional classrooms there. The current AFB leadership also supports this growth.

Ms. Diggins expressed she is worried about student demand for high school grades since Nellis AFB students might travel elsewhere. She wants zero detractions from improving the 2-star rating. Mr. Ercan explained that this will be an enrollment expansion within K-8. Dr. Warren indicated she is worried the current design doesn't have enough classroom space. Mr. Ercan and Mr. Nick pointed out that the facility is two stories so it will be larger than the existing building. Mr. Tandogan added the increased enrollment will increase the per-pupil funding which we can put into improvements like teacher salaries at the school.

Feyzi Tandogan made a motion to approve the charter amendment request-increase of the Nellis Campus enrollment cap to 1600 gradually.

Arlene Hayman seconded the motion.

The board **VOTED** unanimously to approve the motion.

**E. CSAN Membership and Conference Fees (For Possible Action)**

Mr. Ercan indicated that we have not received the CSAN conference participation invoice yet so he recommended to table it for the next meeting. The board requested more information about the membership fees for the next meeting. This item was tabled.

**F. Approval of PERS Critical Labor Shortage in Compliance with NRS 286.523 under PERS policy 10.34 for School Psychologist and SPED Manager/Director/Administrator (For Possible Action)**

Ms. Peevey explained the need to approve this for SPED positions that need to be filled. Dr. Carryn Warren made a motion to approve (1) the designation of the SPED positions set forth in the PERS form provided by the Administration as having a “critical shortage,” based on the findings of fact set forth in that form (which the Board expressly adopts), for a period of 2 years, and (2) the submission of that form to PERS.

Elizabeth Kazelskis seconded the motion.

The board **VOTED** unanimously to approve the motion.

**G. Approval of Architect Fees for Drawings for Multiple Campuses' Front Office Improvements (For Possible Action)**

This is to improve the front offices' safety per the Homeland Security visits creating an extra layer to help protect the front offices.

Dr. Carryn Warren made a motion to approve the Knit architect fees for schematic drawings for multiple campuses' front office improvements, in the amount of \$30,000.

Ann Diggins seconded the motion.

The board **VOTED** unanimously to approve the motion.

**H. Addition of a Classroom at the Cadence Campus (For Possible Action)**

This item was tabled.

**I. United Testing Services Agreement Amendment (For Possible Action)**

Mr. Gunozu explained this is for an hourly rate increase for behavioral specialists.

Ann Diggins made a motion to approve the United Testing Services Amendment Agreement.

Feyzi Tandogan seconded the motion.

The board **VOTED** unanimously to approve the motion.

**J. Nevada Painting Company Additional Payment (For Possible Action)**

Mr. Selim indicated the painting job for the Centennial Hills campus was previously approved however later we received additional costs for the labor for wallpaper removal.

Mr. Selim explained legal counsel has been involved and is recommending we settle the fees instead of litigate. Mr. Ercan and Mr. Selim worked the figure down to a negotiated rate of \$20,000.

Ann Diggins made a motion to approve the Nevada Painting Company Additional \$20,000 Payment.

Arlene Hayman seconded the motion.

The board **VOTED** unanimously to approve the motion.

**K. Update on a Facility Opportunity for a Potential Future Expansion (For Possible Action)**

Mr. Ercan explained the reason this has come to CASLV and that he is continuing to work on this potential opportunity.

**IV. Discussion/Possible Action Items-Governance/Policies/Finance**

**A. Background Check Policy for Non-Licensed Personnel (For Possible Action)**

Ms. Peevy provided an overview informing the board that licensed teachers and admins are background-checked through their licensing process. For other staff members like our central office, lunch porters, and all non-licensed staff, we would like to have a policy in place to have all non-licensed staff background checked every 5 years per the NRS recommendation.

Ann Diggins made a motion to approve the background check policy for Non-Licensed Personnel, subject to further input from counsel.

Dr. Carryn Warren seconded the motion.

The board **VOTED** unanimously to approve the motion.

**B. Legal Counsel's Hourly Rate Amendment (For Possible Action)**

Mr. Ercan presented this and indicated the legal counsel's hourly rate has not been raised since 2017. Even now, the proposed increase is only an extra \$5/hour.

Dr. Carryn Warren made a motion to approve the increase of legal counsel's hourly rate to \$398 per hour.

Ann Diggins seconded the motion.

The board **VOTED** unanimously to approve the motion.

**C. Executive Director and CEO Annual Evaluation (For Possible Action)**

Ms. Diggins explained Mr. Ercan's evaluation is separate from his contract renewal and reviewed the timelines. The board used BoardOnTrack's evaluation tool this year which is a better tool than what was used previously. All of the feedback received was very positive and aligned with Mr. Ercan's self-evaluation. Ms. Diggins indicated she would get it anonymized and then provide the feedback to Mr. Ercan. It was discussed that this will continue to the next board meeting.

**V. Information/Discussion Items**

**A.**

### **Afton Partners Presentation (Information)**

Mr. Nick explained the Charter School Growth Fund (CSGF) grant supported this as financial capacity review and support on top of their \$3 million cash investment for growth. Fulton and Josh gave an introduction and discussed their work while answering questions from the board.

Afton Partners is the nationwide leader in charter school financial planning services. They have worked on over 70 charter school fiscal initiatives with school networks of all sizes around the country. Their work with charter schools improves school resource allocation decision-making, informs school facility and growth planning, and strengthens leadership and governance on fiscal matters. This partnership will not have a fee for CASLV.

### **B. Update on Academic Progress of Cadence and Nellis Elementary Schools (Information)**

Mr. Gunozu explained the performance of the Nellis and Cadence campus elementary schools for the previous year, focusing on the 2-star rating they received in the elementary category according to the Nevada School Performance Report Card. This rating was primarily attributed to challenges in achievement on SBAC tests and chronic absenteeism. To address these specific issues, administrators from both campuses outlined the strategies currently being implemented.

Regarding academics, Cadence has implemented several key initiatives. These include the provision of 1:1 technology for students, the establishment of a mentorship program to support new teachers, and an increase in community involvement, including inviting guest speakers from community partners. Additionally, the Cadence campus has introduced Saturday school sessions during both the first and second semesters, aimed at providing academic support and enrichment opportunities. During the meeting, the team presented an overview of their professional development plans, designed to enhance the teaching skills and capabilities of teachers. MAP results will later be shared at the academic subcommittee meeting.

Nellis implements regular assessments and progress monitoring to track test scores and identify areas that require intervention. Through a dedicated instructional coach on site, it offers ongoing training and development opportunities for teachers to enhance their skills in addressing achievement and growth gaps. Administrators and teachers analyze student performance data to identify areas for improvement and adjust instructional strategies accordingly. This year (from August 2023 to January 2024), the Nellis campus has made significant progress in reducing chronic absenteeism, which has decreased by half compared to the previous year. This improvement is a result of the dedicated outreach efforts and support from the base community. During the discussion, Ms. Nelson highlighted both the challenges the campus has faced and the strategies they have

implemented to address them. Additionally, winter NWEA MAP test results have shown a significant improvement compared to the previous year.

### **C. Cadence Campus Update (Information)**

Principal Eraslan, Ms. Pauquin, Ms. Martin, and Ms. Palmer provided an informative update about the campus. They covered various aspects, including details about their homerooms, student enrollment figures, staff numbers, and notable staff and student changes for the current school year. Moreover, they delved into the specifics of their school culture and disciplinary framework. The Cadence campus team also showcased their progress, highlighting significant developments. This year, they welcomed 30 additional staff members and increased the presence of traffic monitors. Notably, they reported a significant decrease in suspensions and expulsions. Additionally, they have established sports teams, and their FLL Robotics team has successfully qualified for the state competition

Ms. Palmer indicated the PTO has been busy planning monthly fundraisers at local businesses, and they have a strong merchandising program. They have raised \$23,500 YTD for the 23/24 school year. Images from recent events were shared with the board.

### **D. Tamarus Campus Update (Information)**

Ms. Katotakis presented the Tamarus campus update giving an overview of enrollment, demographics, section numbers in each grade level, course and club offerings, interventions, tutoring, academic focuses, and more. Images of recent campus events were shared as well as images of recent campus facility improvements including a new shade structure and cement tables for the outdoor lunch area, new turf for the entire playground area, a new paver walkway to the walkers' gate, security cameras, and perimeter fence gates. The CASLV Tamarus campus has a 5-star rating! Less than 10% of Nevada Schools accomplished this.

### **E. Quarterly Discipline Report (Information)**

Ms. Nhan presented the quarterly discipline report and indicated the campuses have met together and reviewed best practices. There's been one expulsion with no appeal to the board filed. It was reported that there are fewer discipline issues year over year. Dr. Warren asked about the number of days for suspensions and how that is determined. Ms. Nhan said it depends on the circumstances and the offense, and that she will be studying trends.

### **F. Campus Safety and Security Update (Information)**

Mr. Vu informed the board they do not want to disclose publicly all measures. They will be emailed to the board. They have visited each campus regarding the Department of Homeland Security report. They are working on implementing major changes and have

already implemented minor changes. Ms. Diggins said if there are too many priorities that the school can't afford, she would like the board to help decide which priorities to serve, and they could potentially provide more funding. It was discussed the Finance and Facilities Subcommittee should review this in a closed session.

#### **G. Financial Update (Information)**

Mark Hendrie with DMS reviewed the financial update through December. The overall cash is close to the previous levels, and restricted cash is down. There are 187 days of cash on hand. They reviewed the budget and month-by-month actuals. Overall, everything is aligned with the budget and going according to plan this fiscal year. They also reviewed the balance sheet in detail.

#### **H. S&P Report (information)**

Mr. Nick presented the Standard and Poor Rating Report. S&P Global Ratings affirmed its "BBB-" rating on the authority's existing bonds issued for CASLV, which is de facto the highest rating possible nationwide for a non-State-guaranteed charter. The outlook of all ratings is stable. S&P assessed a solid enterprise profile, with excellent academic performance, a large enrollment base, and a healthy waitlist; Improved lease adjusted MADS burden of 11.1% of fiscal 2023 operating revenues; Experienced and stable management team; and good relationship with its authorizer, which characterizes CASLV as a high-performing charter school.

#### **I. Investment Update (information)**

Mr. Nick provided an update on the investment report during the board meeting. He reported that CASLV earned \$143,300 from a 4 million unrestricted cash investment and an additional \$72,241 from restricted bond reserve funds in one year.

#### **J. Executive Director's Progress Report (Information)**

Mr. Ercan discussed CASLV's accomplishments and important information regarding students and school clubs with the board.

- The Best of Las Vegas (BOLV) voting results were released. CASLV received gold in all four categories: Best Elementary School, Best Middle School, Best Charter School, and Best High School.
- 4-Year graduation rates highlights were reviewed for CASLV Sandy Ridge campus. Mr. Ercan explained the cohort graduation rates and indicated for the 22/23 school year the graduation rate for Sandy Ridge is 100%.
- Enrollment, application, and open seat numbers were reviewed in detail.
- Mr. Ercan shared the Organizational Performance Framework Results from the SPCSA.
- Open House dates for the 24/25 school year were presented.

- CASLV Job Fair details were shared. The job fair is taking place on Tuesday, January 23 from 3:30 p.m. - 6:00 p.m. at CASLV Sandy Ridge campus.
- The Great Debate, Florida's National Civics Debate Championship: Jonathan A. showcased exceptional talent at The Great Debate, Florida's National Civics and Debate Championship. Among 67 winners in both middle school and high school divisions, Jonathan secured an impressive 3rd place in the overall - High School Division.
- Virgin Island MLK Invitational Basketball Championship: Coral Academy is the first stateside girls basketball team to play in the Martin Luther King Jr. Invitational since 2016 and won the championship.
- Achievement Award given by the Lions Club: We are proud to announce that Elsie has received an achievement award given by the Lions Club for her artwork in the Peace Poster contest this year.
- Soccer Teams, CASLV Windmill & Sandy Ridge Campuses: Both Coral teams won semi-final matches against WOI and Foothills before winning two hard-fought championship games 2-0 and 2-1 against American Heritage securing a regular season and playoff championship trophies for the Falcons.
- NCSAA Championship Game, Nellis AFB campus: Congratulations to our Nellis AFB Elementary Flag football team on winning the NCSAA Championship game.
- College Board's Female Diversity Award: CASLV Sandy Ridge campus has achieved the AP Computer Science A Female Diversity Award through the College board. We are the only high school in Las Vegas to achieve this award in AP Computer Science A.
- Gold medal from the Congressional Award: Momoka U., Tamara, and Lorelani have recently been honored with a Gold medal from the Congressional Award which is the U.S. Congress' highest youth honor! Total Medal Count in 2023 Silver Medal: 6 Gold Medal: 4.
- Elio Academy's Genetics Summer Program: Ryan showcased exceptional talent in the Elio Academy's Genetics summer program, shining brightly in his advanced Biology project. His project, titled "Assessing Rheumatic Heart Disease (RHD) Susceptibility Among Varying Regions: A Review," has earned a well-deserved spot among the select few published from a pool of competitive projects.
- VEX IQ Robotics teams, Windmill campus: Windmill VEX IQ Robotics teams have been invited to compete at the DISCOVERY Children's Museum on Jan 6, 2024. Skills: 3rd place Fearless Falcons, 9th place Falcon Force, 15 place Falcon Fury. Teamwork: 3rd place Fearless Falcons, 13th place Falcon Fury, 24th place Falcon Force. Awards: Create Award (VIQRC) Falcon Force, CASLV-Windmill.
- VEX IQ Robotics teams, Centennial Hills campus: Centennial Hills VEX IQ Robotics teams have been invited to compete at the DISCOVERY Children's Museum on Jan 6, 2024. Team A and Team B, both teams finished in the top twenty in overall competition. Team A also received the Judges Award, the school's first elementary-level robotics award.

- First Lego League Robotics Team, Eastgate campus: They secured the First Place Rising Star award in the FLL Masterpiece challenge on December 1st.
- First Lego League Robotics Team, Cadence campus: Cadence campus Engineers First Lego League Robotics Team, securing second place in the Core Values Award at the Southern Nevada FLL Qualifier, they soared above 220 teams on Dec 2nd, 9th, and 16th. Cadence fielded 3 VEX IQ teams; two middle schools and one elementary school. They just competed in two tournaments in December and they are scheduled to compete in two more tournaments in January. (Eagle IQ): 2nd place, (Mecha Eagles): 3rd place, (AI Eagles): 4th place.
- Veterans Day Assembly at Nellis AFB campus: Col. Joshua Demotts, and his wife retired Air Force Veteran Patti Demotts shared their memorable and detailed war experiences with students.
- Book Club, Sandy Ridge campus: From October 30th to November 3rd, under the dedicated guidance of their teacher, Barbara Daley, members of the Sandy Ridge Book Club embarked on a mission to collect books for Spread the Word Nevada, a phenomenal nonprofit dedicated to advancing early childhood literacy by making sure children can access books in Nevada's low-income communities.
- Blood Donation Campaign at Centennial Hills campus: The campus will be a sponsor for an American Red Cross Blood Drive at their campus.
- HCC and CASLV will host "I Can Be" (Career Fair): Collaboration between Coral Academy Sandy Ridge and the Henderson Chamber of Commerce for our upcoming Career Fair on March 22, 2024.
- Super Kids-Super Sharing, Sandy Ridge campus: Sandy Ridge campus is taking part in the Super Bowl project, "Super Kids-Super Sharing," dedicated to helping local kids in need. This fantastic initiative is in collaboration with the National Football League, the Las Vegas Raiders, the Las Vegas Super Bowl LVIII Host Committee, the Clark County Pearson Community Center, and Verizon.
- Vegas Culture Fest at Sandy Ridge campus held in November: International cuisines, accompanied by an enticing lineup of performances, interactive activities, and diverse vendors. Popular food trucks joined like Nogkes Kitchen, Food Therapy, Ole Manny's Tacos, Kalimera Greek Bakery, Mochi Aculelei, and more ...!
- CMLP Fall Bonding Trip, Sandy Ridge campus: The CMLP Fall Bonding Trip unfolded over two unforgettable days, brimming with laughter, personal growth, and community building. The group embarked on a scenic hike through Red Rock Canyon to Calico Basin, engaged in spirited Monopoly matches and marveled at the stars from the majestic peaks of Mount Charleston.

- The Pastry with Parents event was a sweet success at CASLV Windmill campus. Mr. Ercan shared images from the event.
- Cowboy Christmas and Classic Car Show at Floyd Lamb Park, Centennial Hills campus: Our students performed at the Cowboy Christmas and Classic Car Show at Floyd Lamb Park. Great musical acts from our students led by our music teacher, Mr. Borders.
- Veterans Day Parade: Coral Academy Nellis AFB students were honored to take part in the Veterans Day Parade hosted by the City of Las Vegas.
- Next Meeting: The next Regular meeting will be on March 6th, 2024 at the Sandy Ridge campus. The Academic Subcommittee meeting on Jan. 31st, 2024 at the Central Office. The Governance Subcommittee meeting on Feb. 13th, 2024 at the Central Office.

#### **K. Schedule of Board Subcommittee Meetings (Information)**

The schedule of Board Subcommittee Meetings was provided.

### **VI. Closed Session-Privileged & Confidential**

#### **A. Attorney/Client Conference**

The attorney/client conference was held between 8:30 p.m. - 8:50 p.m.

### **VII. Potential Action(s) (For Possible Action)**

#### **A. Potential Action(s) (For Possible Action)**

There were no actions.

### **VIII. Public Comments (Information)**

#### **A. Public Comments**

There were no public comments.

### **IX. Closing Items**

#### **A. Adjourn Meeting**

Ann Diggins made a motion to adjourn the meeting.

Elizabeth Kazelskis seconded the motion.

The board **VOTED** unanimously to approve the motion.

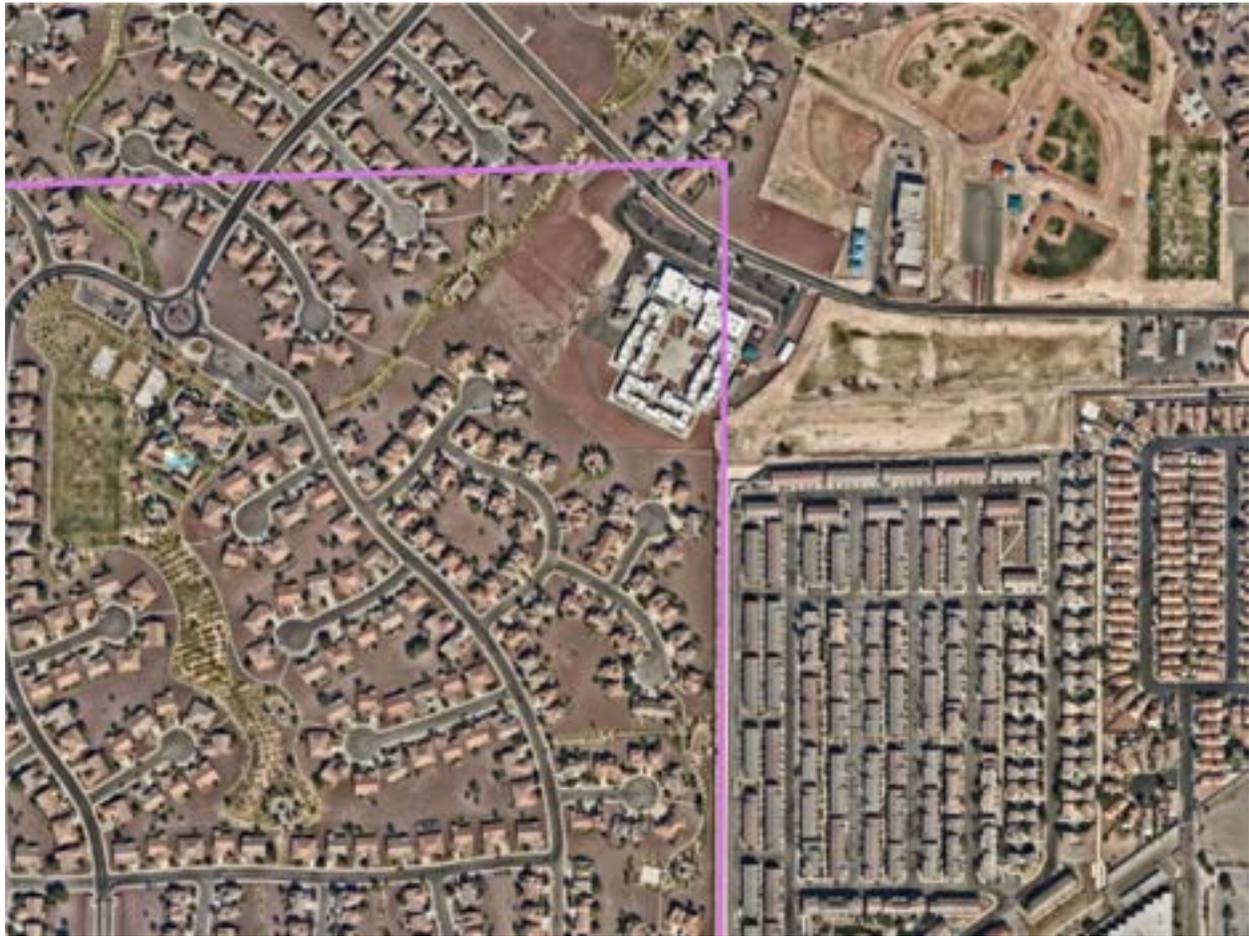
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:51 PM.

Respectfully Submitted,

Andrea Shepard, CASLV Executive Assistant

Attachment K

Map of Parcel



The MAPS and DATA are provided without warranty of any kind, expressed or implied.

Date Created: 01/12/2024

**Property Information**

**Parcel:** 14005501001  
**Owner Name(s):** USA  
**Site Address:** 0  
**Jurisdiction:** Clark County - null  
**Zoning Classification:** Public Facility (PF)  
**Planned Landuse:** Incorporated Clark County (INCORP)

**Misc Information**

**Subdivision Name:** null  
**Lot Block:** Lot: Block:                      **Construction Year:** 1975  
**Sale Date:** Not Available                      **T-R-S:** 20-62-5  
**Sale Price:** Not Available                      **Census tract:** 6001  
**Recorded Doc Number:** 00000130 00106955                      **Estimated Lot Size:** 135.29  
**Flight Date:** 2023-10-20

**Elected Officials**

<b>Commission:</b>	B - Marilyn Kirkpatrick (D)	<b>City Ward:</b>	
<b>US Senate:</b>	Jacky Rosen, Catherine Cortez-Masto	<b>US Congress:</b>	4 - Steven A. Horsford (D)
<b>State Senate:</b>	1 - Patricia Spearman (D)	<b>State Assembly:</b>	17 - Clara "Claire" Thomas (D)
<b>School District:</b>	B - Katie Williams	<b>University Regent:</b>	8 - Michelee "Shelly" Crawford
<b>Board of Education:</b>	4 - Rene Cantu	<b>Minor Civil Division:</b>	North Las Vegas

# Attachment L

## CASLV & Nellis Air Force Base Ground Lease Agreement

**GROUND LEASE AGREEMENT**

(Nellis School)

This **GROUND LEASE AGREEMENT** (the “**Lease**”) is entered into this 31st day of July, 2017 by and between the **UNITED STATES OF AMERICA by and through the SECRETARY OF THE AIR FORCE** (the “**Government**” or “**Lessor**”) and **CORAL ACADEMY OF SCIENCE LAS VEGAS**, a public charter school created under the laws of the state of Nevada, with offices located at 3039 Horizon Ridge Parkway, Ste. 120, Henderson, NV 89052 (the “**Lessee**”). The Lessor and Lessee are sometimes collectively referred to herein as the “**Parties**” and individually as the “**Party**”.

**WITNESSETH**

**WHEREAS**, the Government owns that certain vacant, undeveloped real property situated on Nellis Air Force Base, Nevada (the “**Installation**”) consisting of approximately ten and 18/100 contiguous acres ( $\pm$  10.18 ac.) more specifically described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Land**” or “**Leased Premises**”); and

**WHEREAS**, Lessee, pursuant to applicable state law, has entered into a Charter Contract in 2007 and renewed with the Nevada State Public Charter School Authority on 17 September 2013 for the purpose of providing free public education and ensuring student performance in accordance with Nevada law; and

**WHEREAS**, Lessee desires to finance, design, develop, construct, operate and maintain a new public charter school facility and campus, with a specialized science, technology, engineering and math (STEM) curriculum, on the Installation; and

**WHEREAS**, Lessor and Lessee have entered into that certain Department of the Air Force Lease Number USAF-ACC-RKMF-15-2-0310 dated 23 June 2016 upon which Lessee may operate a K-5 charter school in an existing school facility, commonly known as Lomie Heard Elementary, located on the Installation at 42 Baer Drive, Nellis Air Force Base Las Vegas, NV 89115, and more particularly described therein (the “**Short Term Lease**”); and

**WHEREAS**, Lessee may terminate the Short Term Lease at any time during the term once a new school has been constructed and is available for use as an elementary and middle school (kindergarten through eighth grade) facility on the Leased Premises; and

**WHEREAS**, the Government is entering into this Lease pursuant to and in accordance with 10 U.S.C. § 2667 Leases: Non-Excess Property of Military Departments and Defense Agencies; and

**WHEREAS**, the undersigned, on behalf of the Government, has determined that this Lease fulfills the requirements of 10 U.S.C. § 2667, including those permitting a lease for a longer period than five (5) years; and

**WHEREAS**, the Government desires to lease the Leased Premises to Lessee and Lessee desires to lease the Leased Premises from the Government for the Permitted Use (as hereinafter defined) and pursuant to and in accordance with the terms and conditions more specifically set forth herein.

**NOW WHEREFORE**, for and in consideration of the terms, covenants, and conditions hereof, and other good and valuable consideration the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE I.**

### **RECITALS, PREMISES, AND PERMITTED USE**

Section 1.01 **Recitals**. The foregoing recitals are true and correct and hereby incorporated herein by this reference.

Section 1.02 **Demise of Leased Premises**. Subject to the terms and conditions set forth in this Lease, the Government hereby leases to Lessee, and Lessee leases from the Government, the Leased Premises subject to all existing easements, rights-of-way, and all other rights and interests of the Government or others (whether or not of record) encumbering the Leased Premises (collectively, “**Existing Encumbrances**”). A list of Existing Encumbrances that are known to and/or maintained in the records of the Installation as of the Effective Date (as hereinafter defined) is included in **Exhibit B** attached hereto and incorporated herein by this reference.

Section 1.03 **Condition of Leased Premises**. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT THE GOVERNMENT LEASES THE LEASED PREMISES AND LESSEE ACCEPTS THE LEASED PREMISES “**AS/IS, WHERE IS**” WITHOUT ANY REPRESENTATION OR WARRANTY OF THE GOVERNMENT, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. LESSEE ACKNOWLEDGES THAT THE GOVERNMENT HAS MADE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SUITABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE EXCEPT AND UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, THE GOVERNMENT SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES. THE GOVERNMENT SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE LEASED PREMISES. GOVERNMENT SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY LESSEE OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE LEASED PREMISES.

Section 1.04 **Permitted Use**. The Leased Premises shall be used for the purposes of siting, construction, installation, use, maintenance, repair, and operation of an elementary and middle school (kindergarten through eighth grade) consisting of (i) a single or multi-story facility consisting of no more than seventy thousand (70,000) square feet and (ii) related ancillary improvements approved by the Government in accordance with the terms and conditions of this Lease (collectively, sometimes herein referred to as the “**School**”), for purposes reasonably related thereto (e.g., pre- or post-school parent-teacher meetings, and school-related club or association meetings) and for no other purpose (all the foregoing collectively hereinafter referred to as, the “**Permitted Use**”). The Permitted Use shall allow the Lessee to provide pre-kindergarten and post-eighth grade instruction, but that shall not be required.

- a. Lessee (or Approved Mortgagee, as the case may be) shall use and manage the Leased Premises in accordance with all Applicable Laws (as hereinafter defined). Lessee shall not

permit any unlawful nuisance, waste or injury on the Leased Premises and shall not use the Leased Premises, nor allow any of its officers, employees, agents, contractors, subcontractors, licensees or invitees to use the Leased Premises for any purpose other than the Permitted Use or in any manner that violates any Applicable Laws.

- b. Without limiting the foregoing, Lessee hereby acknowledges and agrees that it shall not use or permit the use of the Leased Premises for any of the following activities: (a) Any use that is unlawful or inherently dangerous or that constitutes waste, unreasonable annoyance, or a nuisance; (b) Activities involving the storage, treatment, transportation, disposal, or manufacture of Toxic or Hazardous Materials (excepting normal cleaning supplies, pesticides, glues, and paints kept and used in reasonable and customary quantities, which shall be reported to the Installation by Lessee for approval by the Government, and listed on the “Environmental Management and Impact Mitigation Plan” in Exhibit D-2); (c) Activities that the Government determines adversely affect the security of the Installation or the health, safety, morals, welfare, morale, and discipline of the Armed Forces, such as the sale or use of drug abuse paraphernalia, illicit gambling, and prostitution; (d) Partisan political activities; or (e) Activities by persons or entities advocating the overthrow of the United States.

Section 1.05 **Quiet Use and Enjoyment.** The Government agrees that, so long as no Event of Default (as hereinafter defined) has occurred and is continuing, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises and other rights granted hereunder in accordance with the terms and conditions of this Lease. The Lessee hereby acknowledges and agrees that consequences of military activity in the ordinary course of missions and operations on a military installation (e.g., jet noise) do not constitute interference, nuisance, hindrance of any kind.

Section 1.06 **Signage.** If requested by the Lessee, the Government agrees to allow Lessee to post at Lessee’s sole cost and expense, and for Lessee to maintain, reasonable, visible signage directing Charter School employees, students/parents, and other invitees from gate(s) and/or other access points in the Installation to the location of the School, in accordance with reasonable rules and regulations of the Government and the Installation, including, without limitation, the ID2 Handbook (defined in Section 4.03, below), from time to time, for no additional Rent.

## ARTICLE II.

### TERM OF LEASEHOLD

Section 2.01 **Initial Term.** The initial term of this Lease (the “**Initial Term**”) shall commence on the Effective Date (as hereinafter defined) (the “**Commencement Date**”) and end at midnight (eastern standard time) on the anniversary of the Effective Date that is thirty (30) years thereafter unless sooner terminated in accordance with the terms and conditions hereof, or renewed in accordance with Section 2.02 (such end date, the “**Expiration Date**”).

Section 2.02 **Renewal Term.** Lessee (or Approved Mortgagee, as the case may be) may, in its discretion, extend the term of this Lease for up to two (2) additional periods of five (5) years per period and a final renewal period of three (3) years (each such period, a “**Renewal Term**”); provided that: (i) at least one hundred eighty (180) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be, the Lessee (or Approved Mortgagee) has

provided the Government with written notice triggering extension of the term of this Lease and (ii) no Event of Default (as hereinafter defined) by Lessee has occurred and not been cured prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The rental for each such Renewal Term shall be calculated as more specifically set forth and pursuant to Section 3.02 below.

Section 2.03 **Term**. The Initial Term and each Renewal Term, if any, are collectively hereinafter referred to as, the “**Term**”. If a Renewal Term is triggered in accordance with Section 2.02, the “**Expiration Date**” shall automatically be re-defined to be midnight (local time at the Leased Premises) on the last day of such Renewal Term.

Section 2.04 **Holdover Tenancy**. Without limiting the foregoing and notwithstanding anything herein to the contrary, in the event that Lessee fails or refuses to vacate and surrender the Leased Premises after the expiration of the Term of this Lease, the Government, in its sole and absolute discretion, may elect to treat that failure or refusal as an automatic month-to-month holdover tenancy, subject to all the terms and conditions of this Lease, except that rent for such month-to-month tenancy shall be two (2) times the Annual Rent (as hereinafter defined). The terms and conditions of this Section shall survive expiration of this Lease.

### ARTICLE III.

#### RENT

Section 3.01 **Initial Payment**. On the Effective Date, Lessee shall make a one-time payment of in the amount of NINETEEN THOUSAND ONE HUNDRED THIRTY-EIGHT AND 89/100 DOLLARS (\$19,138.89) to the Government to reimburse the Government for the administrative expenses of entering into this Lease pursuant to 10 U.S.C. § 2695.

Section 3.02 **Annual Rent**. Unless subject to waiver pursuant to Section 3.02(b) or (c), during the Term of this Lease, Lessee shall pay to the Government annual rent in the amount of TWENTY-SIX THOUSAND AND 00/100 DOLLARS (\$26,000.00) (the “**Annual Rent**”) and in accordance with the rent schedule attached hereto and incorporated herein as **Exhibit C** (the “**Rent Schedule**”).

- a. Annual Rent shall be due and payable each year during the Term of this Lease in accordance with the Rent Schedule (“**Rent Due Date**”) in advance without deduction or set off. Annual Rent shall be paid in lawful currency by certified check made payable to THE UNITED STATES TREASURY and delivered to the Government Attention: Real Property Office, 99 CES/CEIAP, 6020 Beale Ave, Nellis AFB, NV 89191. Annual Rent for any partial month due during the Term shall be prorated based on the number of days in any such month.
- b. Notwithstanding the foregoing, Lessee shall pay ZERO AND 00/100 DOLLARS (\$0.00) to the Government in Annual Rent during the construction of the School (i.e., from the Effective Date through the date on which the School receives its certificate of occupancy and begins classroom operations) but in no event later than the date which is twenty four (24) months after the Effective Date. It is a condition precedent to this provision having continuing effect that: (i) Lessee is not in breach of this Agreement; (ii) Lessee is diligently

undertaking the construction project, substantially in accordance with the deadlines and timelines set forth in Article 4; and (iii) Lessee is operating the school at the Lomie Heard facility at the Installation.

- c. Notwithstanding the foregoing, Lessee shall pay ZERO AND 00/100 DOLLARS (\$0.00) to the Government in Annual Rent if:
- (1) the Government determines that during any period from September 1 to May 31 of each year during the Term of this Lease (a “**School Year**”) there are twenty percent (20%) or more Military-Connected Students (as hereinafter defined) attending Lessee’s school on the Leased Premises; and
  - (2) Lessee is not simultaneously operating the School and the Lomie Heard facility, yet paying Rent on neither based on the percentage of enrolled Military-Connected Students.

No later than thirty (30) days prior to the Rent Due Date, Lessee shall provide the Government with verified documentation evidencing each Military-Connected Student enrolled to attend Lessee’s school on the Leased Premises for the proximately occurring School Year (the “**Enrollment Verification**”). The Enrollment Verification shall: (i) include the name and address of each Military-Connected Student, (ii) indicate whether that student is a dependent of a military member or a civilian employee of the Department of Defense (either of which constitutes a “**Military-Connected Student**”), (iii) certify the percentage of Military-Connected Students, as compared to the total of all students enrolled to attend Lessee’s school on the Leased Premises, (iv) be signed by a duly authorized officer or representative of Lessee. The Enrollment Verification shall be provided to the Installation’s school liaison and real property officer, who shall review it and confirm that it is acceptable to the Government via a written response to Lessee (with a copy to AFCEC/CIT) from the Installation Commander, or his duly authorized representative, no later than ten (10) business days prior to the Rent Due Date. In this Lease, a “**business day**” means any day except for a Saturday, Sunday, or federal government holiday.

**Section 3.03 Annual Rent Increase.** As shown in the Rent Schedule, beginning on the first day of September of each calendar year during the Term, or a Renewal Term as applicable, of this Lease, the amount of the Annual Rent shall be increased by the lesser of (i) three percent (3%) or (ii) an amount corresponding to the rise, if any, in the Consumer Price Index for the prior twelve-month period. (As used herein, “Consumer Price Index” shall mean the Consumer Price Index for All Urban Consumers (1982-84 = 100), U.S. City Average, All Items, published by the United States Department of Labor, Bureau of Labor Statistics (or such comparable index as may be utilized in substitution for or as the successor to the Consumer Price Index). The Annual Rent shall be calculated as follows. The Parties shall compute the adjustment by multiplying the Annual Rent for the preceding year by a fraction, the numerator of which shall be the index number for the month which was two (2) months prior to the first (1st) month of the lease year for which such adjustment is made and the denominator of which shall be the index number for the month which was two (2) months prior to the first (1st) month of the preceding lease year. In the case of the adjustment at the end of the first lease year, the denominator shall be the index number for the calendar month which was two (2) months before the Rent Due Date. The product so obtained shall be the adjusted Annual Rent.

Section 3.04 **Additional Rent**. All sums, liabilities, obligations, and other amounts which Lessee is required to pay or discharge pursuant to this Lease, including taxes (if any) and insurance premiums, in addition to Annual Rent, together with any finance charge, late fees, or other sums which may be added for late payment thereof, shall constitute “**Additional Rent**” hereunder. The Annual Rent, Additional Rent, Renewal Rent and any other sums required to be paid by Lessee to Lessor hereunder are collectively referred to as the “**Rent**”. All Rent shall be paid without deduction, offset, prior notice, or demand as directed pursuant to this Lease.

Section 3.05 **Late Charges and Default Interest**. If any installment of Rent is not paid within ten (10) business days after its due date, then such arrearage shall, consistent with the Debt Collection Act of 1982 (31 U.S.C. § 3717), (i) bear 5% interest from the due date for amounts past due to the federal government until paid in full; (ii) include a reasonable administrative charge to cover the costs of processing and handling delinquent debts, but not in excess of \$100.00; and (iii) include an assessment of an additional 5% penalty charge on any portion of a debt that is more than 90 days past due.

#### ARTICLE IV.

#### CONSTRUCTION

Section 4.01 **Lessee Improvements**. There will be no improvements to be constructed by or for the Lessee off the Leased Premises elsewhere on the Installation. The School and all improvements and facilities ancillary or appurtenant thereto to be constructed by or for Lessee on the Leased Premises are sometimes collectively herein referred to as, the “**Lessee Improvements**” or “**Improvements**”

Section 4.02 **Permitting**. Lessee shall, at its sole cost and expense, obtain all federal, state, and local permits and federal, state, and local governmental approvals necessary or required for construction and operation of the Lessee Improvements including, but not limited to, certificate(s) of occupancy and a valid charter agreement with the Nevada State Public Charter School Authority or its successor agency from time to time (collectively, the “**Permits and Approvals**”), and shall provide the Government copies of such Permits and Approvals as they are obtained, but in no event later than thirty (30) days prior to the Construction Commencement Date, as hereinafter defined, unless (i) otherwise agreed to in writing by the Government or (ii) despite Lessee’s diligent efforts to obtain it, the relevant Permit and Approval is not reasonably obtainable by such deadline (e.g., certificate(s) of occupancy). The Parties hereby acknowledge and agree there are no entitlements being granted or conveyed with the Leased Premises to the Lessee by the Government. As used in this Section, the term “**entitlements**” means those land or development rights required for the development of the Lessee Improvements on the Leased Premises in accordance with federal, state, and local regulations, rules, ordinances, policies, and laws (but for the avoidance of doubt, not including the leasehold rights granted herein). All actions, uses, and operations occurring on the Leased Premises shall comply with all applicable terms, conditions and requirements of the Permits and Approvals. Government, at no cost to Government, shall cooperate reasonably and in good faith with Lessee in all permitting processes; provided, however, in no event shall the Government be obligated or otherwise be required to cooperate in any manner or take any action regarding the Permits and Approvals which the Government determines is prohibited by or would otherwise be inconsistent with any applicable Federal law, regulation or policy.

Section 4.03 **Construction Plans and Documents**. All Lessee Improvements are subject to Government review and consent, which consent shall not be unreasonably withheld, delayed, or conditioned, as more specifically set forth below. Lessee must ensure that all Lessee Improvements comply with the provisions of the Installation Development and Design (ID2) Handbook, Nellis and Creech Air Force Bases, Nevada, dated August 2011, a copy of which is attached hereto as Exhibit J.

- a. **Preliminary Plans**. No later than sixty (60) days after the Effective Date of this Lease, Lessee shall deliver a preliminary site plan (including, but not limited to, buildings, restrooms, playground, and parking) and a conceptual infrastructure plan (including, but not limited to, utilities, pedestrian and vehicular ingress/egress, and storm-water) (collectively, the “**Preliminary Plans**”) to the Installation Civil Engineer for review and comment. Comments to the Preliminary Plans shall be returned to the Lessee fifteen (15) business days after receipt of the Preliminary Plans.
- b. **Design, Engineering and Construction Plans**. Based upon the Preliminary Plans and all the comments thereto provided by the Installation Civil Engineer, Lessee shall cause to be prepared:
  1. fifty percent design, engineering, and construction plans and specifications for the Lessee Improvements (“**50% Plans**”). No later than one hundred fifty (150) days prior to commencement of construction of the Lessee Improvements, the Lessee shall submit the 50% Plans to the Installation Civil Engineer for review and comment. Comments shall be returned to the Lessee within fifteen (15) business days of receipt.
  2. ninety percent design, engineering, and construction plans and specifications for the Lessee Improvements (“**90% Plans**”). No later than ninety (90) days prior to commencement of construction of the Lessee Improvements, the Lessee shall submit the 90% Plans to the Installation Civil Engineer for review and comment. Comments shall be returned to the Lessee within fifteen (15) business days of receipt.
- c. **Final Plans and Construction Documents**. Based upon the 90% Plans and all comments thereto provided by the Installation Civil Engineer, and no later than sixty (60) days prior to commencement of construction of the Lessee Improvements, the Lessee shall cause to be prepared one hundred percent (100%) design and construction plans and specifications and all other final drawings and documents necessary or required for the design and construction of the Lessee Improvements (“**100% Plans**”) to the Installation Civil Engineer and AFCEC/CIUP for review and comment. Comments to the 100% Plans shall be returned to the Lessee within forty-five (45) business days of receipt of 100% Plans. The Parties hereby acknowledge and agree that since site plans are conceptual at this time and may change depending on subsequent reviews of Preliminary Plans, as part of and in order for the Installation Civil Engineer and AFCEC/CIUP to provide comments to the 100% Plans, the Government will also need to conduct an environmental review of the 100% Plans to ensure the final Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) has included and addressed all potential impacts to environmental resources. If substantial environmental impacts are not addressed, then

additional supplemental analysis should occur and may result in, at a minimum, preparation of a Supplemental EA. Lessee shall revise 100% Plans accordance with comments, if any, received from the Installation Civil Engineer and AFCEC/CIUP (as so revised hereinafter collectively referred to as, the “**Final Construction Plans and Documents**”). The Final Construction Plans and Documents shall be signed and sealed and shall be certified by the Lessee’s duly certified, licensed and authorized architect and/or engineer relative to their particular areas of expertise, as meeting the applicable building codes, ordinances, rules, regulations, policies, and laws as well as the industry standards of architects, engineers, and planners for the design and construction of similar structures and improvements. Without limiting the foregoing, Lessee hereby acknowledges and agrees: (i) no radio or other frequencies which affect or potentially may affect the missions or operations of the Installation shall be emitted from the Lessee Improvements; (ii) construction on the Leased Premises will only occur Monday through Friday during the hours of 6:00 am to 10:00 pm (the Lessee may submit requests for weekend work to Installation Civil Engineer, which requests may be withheld in the sole discretion of the Installation Civil Engineer) (iii) any artificial lighting on the Leased Premises shall not cause a nuisance, unreasonably interfere with, or otherwise be incompatible with the residential uses on the Installation or near the School; and (iv) Lessee shall construct, manage, and operate the Lessee Improvements in accordance with the following plans attached hereto and incorporated herein by this reference as **Composite Exhibit D** (collectively the “**Additional Plans**”):

1. The “**Emergency Services Plan**” attached hereto and incorporated herein by this reference as **Composite Exhibit D-1**, detailing how law enforcement and other emergency services (e.g., police, fire protection, hazmat, etc.) will be provided to the Leased Premises and how, for those emergency services the Government may, but is not obligated to, agree to provide such emergency services, and how reimbursements to the Government will be calculated. All reimbursements for emergency services provided by the Government to the Leased Premises, if any, shall be paid as Additional Rent.
2. The “**Environmental Management and Impact Mitigation Plan**” attached hereto and incorporated herein by this reference as **Composite Exhibit D-2** addressing environmental matters of concern to the Government, including environmental mitigation requirements, and which includes a spill plan, asbestos disposal plan, Pesticide Management Plan (as hereinafter defined), and soils management plan, all as may be necessary or required by the Government; and
3. The “**Construction Management Plan**” attached hereto and incorporated herein by this reference as **Composite Exhibit D-3** which references the Construction Milestone Schedule; addresses and explains any phasing, quality control program, demolition plan for existing improvements (if applicable); and addresses and explains plans for ingress and egress, including haul routes, staging areas, disposition of debris, relocation of any improvements, infrastructure or facilities on the Leased Premises, and other construction-related matters as necessary. The Construction Management Plan also identifies any temporary structures or facilities needed during the construction phase of the Lessee Improvements.

Section 4.04 **Review and Comment**. Except as expressly otherwise provided herein, review by the Government of any and all design and construction plans and specifications and all other drawings and documents necessary or required for the design and construction of the Lessee Improvements pursuant to this Lease is solely for the purpose of affording the Government an opportunity to advise the Lessee that plans and documents submitted are not adverse to or may otherwise negatively impact the mission and operations of the Installation. In no event shall the Government's review or approval be deemed an approval of the Preliminary Plans, Preliminary Construction Plans and Documents, or Final Construction Plans and Documents for compliance with any technical standards or requirements, or that the same are free of defect. The Lessee shall rely on its own consultants, employees, contractors, representatives and advisors to determine the sufficiency of the design contained in the Final Construction Plans and Documents, and that such design is free of defects and is in compliance with all applicable building codes, ordinances, rules, regulations, policies, and laws, as well as the industry standards of architects, engineers, and planners for the design and construction of similar structures. In the event that the Government requires changes to the plans and documents to ensure that they are not adverse to and do not negatively impact the mission and operations of the Installation, and such changes materially increase the cost of the Lessee Improvements or materially extend the construction schedule for the Lessee Improvements, Lessee may at its election terminate this Lease by giving the Government written notice of termination, whereupon neither the Government nor the Lessee shall have any further obligation or liability to the other under this Lease.

Section 4.05 **Access and Transportation Improvements**. Lessee shall, at its sole cost and expense, construct, operate, repair and maintain all pedestrian and vehicular access and transportation improvements (e.g., sidewalks, bus loops, parent drop off loop, etc.) on the Leased Premises. Lessee, its employees, representatives, contractors, agents, licensees and invitees shall have ingress/egress access to the Leased Premises via the Range Road Access Gate to the Installation located on Las Vegas Blvd. and the Installation street(s) as depicted on **Exhibit E** attached hereto and incorporated herein by this reference (the "**Access Areas**"), unless otherwise directed by the Installation due to maintenance, emergency or other closure. The Government shall not be responsible nor incur any cost or expense for providing transportation or bussing services for the Lessee or the Leased Premises or for the benefit of the Lessee's operations thereon. In the event Lessee provides bus or transportation services to its students, Lessee shall do so at its sole cost and expense, and shall ensure that any such bus or transport servicing students outside the Installation access the Leased Premises via the Access Areas.

Section 4.06 **Utilities**. Lessee hereby acknowledges and agrees that the Government shall not have any obligation or liability for the provision of utility services (including, without limitation, electric, gas, communications, potable water, and wastewater) to the Leased Premises or the School. Lessee shall be solely responsible for designing, permitting, and constructing all infrastructure and systems necessary for utility service connections and delivery to the Leased Premises and for obtaining such utility services from available local providers. Lessee shall be responsible for any impact fees, or connection, or tap fees for connection of utilities to the Leased Premises. Without limiting the foregoing, the Government may, via written agreement pursuant to and in accordance with all the terms, conditions, and requirements of Applicable Laws and Air Force directives and instructions (including, but not limited to, *Air Force Instruction 32-1061*), provide Lessee with utility services on a reimbursable basis. Lessee shall submit Form AF103 Base Civil Engineer Work Clearance Requests to the Installation Civil Engineer and obtain his/her

written approval for any work involving excavation or utility connections or tapping on the Leased Premises or on the Installation no less than thirty (30) days prior to commencing such work.

Section 4.07 **Police, Fire, and Emergency Services.** Lessee hereby acknowledges and agrees that the Government shall not have any obligation or liability for the provision of police, fire, or emergency services to the Leased Premises or the School. Lessee shall be solely responsible for obtaining such services from available local jurisdictional providers. Lessee shall be responsible for any fees, costs or expenses for such services. Without limiting the foregoing, the Government may elect to provide supplementary emergency services to the Leased Premises when in the best interest of the Government, in extreme circumstances where other local services are insufficient, or otherwise to protect Government property and resources. Lessee shall reimburse the Government for the actual cost of providing such services promptly upon receipt of an invoice from the Government. Any such service rendered by the Government shall be pursuant to and in accordance with all the terms, conditions, and requirements of Applicable Laws and Air Force directives and instructions (including, but not limited to, Air Force Instruction 32-2001, and Air Force Instruction 10-2501).

Section 4.08 **Drainage and Stormwater Management.** Lessee shall be solely responsible for designing, permitting, and constructing all stormwater and drainage transmission, conveyance, retention, detention, and outfall systems and related facilities for the Leased Premises and the School.

Section 4.09 **Development/Impact Fees.** Lessee shall be solely responsible for the payment of any and all impact fees, development fees, and other fees, charges, and expenses imposed by federal, state, or local governmental authorities related to the Lessee Improvements and the development of the Leased Premises, as applicable.

Section 4.10 **Cost and Expense of Planning, Design, and Engineering.** Lessee shall be responsible for any and all costs and expenses to produce the Preliminary Plans, Preliminary Construction Plans and Documents, Final Construction Plans and Documents, and all other drawings and documents necessary or required for the design and construction of the Lessee Improvements, and for periodic and final inspections of the Lessee Improvements during construction.

Section 4.11 **Construction Commencement and Schedule.** Construction of Lessee Improvements shall commence promptly after Lessee obtains all Permits and Approvals, but in no event later than the date which is ninety (90) days after Lessee obtains all Permits and Approvals (the “**Construction Commencement Date**”) and shall be completed on or before the date which is eighteen (18) months after the Construction Commencement Date (the “**Construction Completion Date**”). Notwithstanding anything herein to the contrary, Lessee shall not commence any construction (including excavation or mass grading) on the Leased Premises unless and until it obtains a dig permit and a notice to proceed from the Installation Civil Engineer (or his/her duly authorized representative), which shall not be unreasonably withheld, delayed or conditioned (“**Notice to Proceed**”). It shall not be unreasonable for the Government to withhold the Notice to Proceed if the Lessee is in breach or is otherwise not in compliance with any term or condition of this Lease, including those concerning the Required Insurances and Payment and Performance Bonds, both as hereinafter defined. Construction of all Lessee Improvements shall be in compliance with all Applicable Laws, inclusive of all applicable federal, state, or local

construction and building codes. Once construction of the Lessee Improvements commences, Lessee shall cause it to progress to completion diligently and without delay and in accordance with the Construction Management Plan and the milestone schedule attached hereto and incorporated herein as **Exhibit F** (the “**Construction Milestone Schedule**”). Other than delays caused by the Government, and as otherwise expressly provided for herein, Lessee shall bear the risk of any delays, including those due to Force Majeure. In the event Lessee fails to substantially complete construction of the School on or before the date which is thirty (30) months after the Effective Date due to any reason other than a delay by the Government, an event of Force Majeure, or a change made per Section 4.13, this Lease shall automatically terminate without further action of either Party being required and, except for those provisions which expressly survive termination, shall be of no further force or effect. Failure to timely perform any of the obligations under this Lease because of a “Force Majeure” shall be excused and not constitute a default under this Lease by the Party in question, but only to the extent and for the time period occasioned by such Force Majeure. For the purposes of this Lease, “**Force Majeure**” shall include strikes, lockouts or labor disputes, inability to obtain labor or materials, government restrictions, fire or other casualty, adverse weather conditions not reasonably foreseeable at the location and time of year in question, war or other national emergency, acts of God, or other causes beyond the reasonable control of the Party obligated to perform. Except as is otherwise expressly provided for in this Lease, in no event shall this provision or a Force Majeure event excuse any failure by Lessee to pay Rent or any other payment obligation hereunder, nor excuse any failure by Lessee to procure funds or obtain financing necessary to comply with Lessee’s obligations under this Lease.

**Section 4.12 Quality Control; Construction Consultant.**

- a. Throughout the construction period, Lessee shall maintain an effective quality control program that will assure that the workmanship and materials used by any contractor, subcontractor or vendor satisfy the construction requirements of this Lease, including Applicable Laws, the Final Construction Plans and Documents (the “**Construction Requirements**”). Lessee shall retain, at its own cost, an independent certified professional who is not affiliated with Lessee or any of Lessee’s affiliates to administer such quality control program (“**Construction Consultant**”).
- b. The Construction Consultant shall be approved in advance by the Government and shall, among other things, conduct reviews of all Construction Plans and Documents, conduct basic and engineering site reviews, independently verify all processes, procedures, inspections and material tests, review and approve as-built plans, and certify to the Government that the project and each phase thereof has been completed in accordance with the Construction Requirements.
- c. All reports prepared by the Construction Consultant shall be delivered simultaneously to Lessee and the Government. The Government shall have the right, at its election, to participate in any of Lessee’s meetings with the Construction Consultant.
- d. Lessee shall provide written evidence to the Government that the Construction Consultant maintains professional liability insurance for the benefit of the Government with a limit of not less than \$1 million per occurrence.

Section 4.13 **Changes**. If during the course of construction it shall appear necessary or desirable to deviate in any material respect from the Final Construction Plans and Documents or Construction Milestone Schedule, Lessee shall obtain Government's written approval to such deviations prior to the Lessee executing or acting on such deviations by providing the Installation Civil Engineer with a full written explanation of the nature and desirability or necessity of such deviation. In accordance with and pursuant to Section 13.07 below, any change to the terms and conditions of this Lease, inclusive of all the Exhibits which are attached hereto and incorporated herein by this reference shall be made by written lease amendment executed by the Parties hereto.

Section 4.14 **Completion of Construction**. Within ninety (90) days after completion of construction of the Lessee Improvements, Lessee shall, at its expense, provide Government with: (a) a certificate by a professional engineer duly licensed in the State in which the Leased Premises is located with substantial experience in certifying and inspecting improvements like the School, stating that the construction and installation of the Lessee Improvements meets or exceeds all applicable construction and safety requirements of the State in which they are located, and (b) record drawings under the seal of a professional architect or engineer duly licensed in the State in which the Leased Premises is located showing the "as built" condition of any Lessee Improvements, in such format (including, without limitation a CADD and PDF format) as the Government shall reasonably request (the "**As Built Survey**"). All Lessee Improvements shall at all times during the Term of this Lease, and during any time thereafter within which Lessee is permitted to remove such Improvements under the terms of this Lease, constitute the sole and separate property of the Lessee, not real property or fixtures that are part of the Leased Premises. In the event the As-Built Survey shows any encroachments or other matters, which are (i) inconsistent with the Final Construction Plans and Documents approved by the Government and were not disclosed by that certain signed and sealed ALTA/NSPS Meets and Bounds Survey of the Leased Premises issued by Poggemeyer Design Group dated May 11, 2017 and provided to the Government by Lessee prior to execution of this Lease, (ii) adversely affect the Leased Premises or the Installation and (iii) are reasonably unacceptable to the Government, the Government shall so notify Lessee and Lessee shall, at its sole cost and expense, within thirty (30) days after receipt of the aforementioned notice from the Government commence to cure the same and diligently proceed to cure the same in a manner reasonably acceptable to the Government no later than ninety (90) days after receipt of said notice from the Government. In the event the Government becomes aware of encroachments or other matters which adversely affect the Leased Premises or the Installation which are not shown on the As-Built Survey, but which arise as a result of the acts or omissions of Lessee, its contractors, consultants, agents or parties employed or under the control of Lessee and are reasonably unacceptable to the Government, the Government shall so notify Lessee and Lessee shall, at its sole cost and expense within thirty (30) days after receipt of the aforementioned notice from the Government commence to cure the same and diligently proceed to cure the same in a manner reasonably acceptable to the Government no later than ninety (90) days after receipt of said notice from the Government.

Section 4.15 **No Liens**. Lessee shall keep the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted for Lessee (except as permitted by Section 13.05 hereof). If any such mechanic's, construction, or materialman's liens shall be recorded against the Leased Premises, Lessee shall, immediately upon receiving notice of the same, cause such lien to be promptly removed, or transferred to a lien transfer bond or other security available, and Lessee hereby agrees to indemnify the Government

against all liability occasioned by or resulting from any improvements or alterations to the Leased Premises. Notice is hereby given that neither the Government or the Leased Premises shall be liable for any labor, services, or materials furnished to Lessee upon credit and that no construction or other lien for any such labor, services, or materials shall attach to, encumber, or in any way affect the reversionary or other estate or interest of the Government in and to the Leased Premises.

Section 4.16 **Payment and Performance Bonds**. Prior to commencement of construction of the Lessee Improvements and as a condition to obtaining a Notice to Proceed therefor, Lessee shall provide to the Government, as well as Approved Mortgagee (if applicable), one or more bonds obtained by Lessee or the Lessee's general contractor ensuring payment and performance of that general contractor's obligations under the prime construction contract directly between that general contractor and the Lessee with respect to the construction activities undertaken by or for Lessee pursuant to this Lease (the "**Payment and Performance Bonds**"). The Payment and Performance Bonds must: (i) be issued by a Qualified Surety; (ii) be in a form satisfactory to the Government and any Approved Mortgagee and run in favor of the Government and any Approved Mortgagee; (iii) be in the amount of the total cost of constructing the portion of the Improvements covered by such Notice to Proceed, as such cost is stipulated in the construction contract between the Lessee and its general contractor; (iv) guarantee the performance of the contract for the construction of such Improvements in accordance with the Final Construction Plans and Documents; and (v) provide that the Government and any Approved Mortgagee are dual obligees on such bonds as their interests may appear. A "**Qualified Surety**" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Nevada and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

## ARTICLE V.

### MAINTENANCE AND REPAIR

Section 5.01 **Maintenance and Repair**. During the Term, Lessee shall, at its sole cost and expense, keep and maintain the Leased Premises and the Improvements, including without limitation the foundation of any buildings or systems, heating ventilation air conditioning (HVAC), electrical, plumbing, security systems, fixtures, trade fixtures, machinery, furnishings, signage, and all other portions of the Improvements, in good repair and working order (reasonable wear and tear excepted), and in a clean, properly maintained safe condition. All maintenance, including ground maintenance and landscaping, repairs and replacements shall be of quality at least equal to the original in all materials and workmanship. Lessee shall promptly repair, at its expense and in a manner reasonably acceptable to the Government, any damage to Government's property or to the property of others caused by Lessee or its officers, agents, employees, invitees, licensees, and contractors. The Government shall have the right to enter the Leased Premises in accordance with Section 12.02 to determine whether or not Lessee is complying with its maintenance obligations hereunder.

## ARTICLE VI.

### TAXES

Section 6.01 **Taxes and Assessments**. Lessee shall pay when due all taxes, including without limitation, ad valorem taxes, if any are required to be paid, sales, use or other taxes, assessments,

or charges levied against or in connection with the Leased Premises, Lessee's leasehold interest therein, and any Improvements thereupon, or arising from Lessee's use, occupancy, or operations on the Leased Premises, together with any and all interest and penalties levied thereon, and Lessee hereby agrees to indemnify Government and hold it harmless from and against any tax, imposition, loss, cost or expense, together with any penalties and interest thereon, as a result of Lessee's failure to pay any sales or tax due on the arising out of this Lease and all claims by any taxing authority that the amounts, if any, collected from Lessee to such taxing authority, were less than the total amount of taxes due. Lessee further covenants and agrees that it shall not, by its action or inaction, cause imposition of a lien on the Leased Premises or Improvements for delinquent taxes. The provisions of this Section shall survive the expiration or prior termination of this Lease.

Section 6.02 **Contest of Taxes.** Lessee may exercise any rights provided by law to contest or pay under protest any taxes and shall not thereby be deemed an Event of Default (as hereinafter defined) under this Lease if such contest or payment under protest does not result in the imposition of a lien for delinquent taxes on the Leased Premises or any Improvements, and Lessee promptly pays all taxes and assessments (and any interest and penalties with respect thereto) ultimately determined to be due. Lessee's obligations under this Article shall survive the expiration or earlier termination of the term of this Lease.

## ARTICLE VII.

### ENVIRONMENTAL

Section 7.01 **Environmental Requirements.** During the Term of this Lease and in exercising the rights granted herein or carrying out actions contemplated hereby, Lessee shall be responsible for compliance, at its sole cost and expense, with all Environmental Laws applicable to Lessee's use of the Leased Premises. As used herein, "**Environmental Laws**" shall mean all applicable statutes, regulations, requirements, rules, guidelines, codes, policies, orders, decrees, approvals, permits, plans, authorizations, and similar items, and all amendments thereto, and all applicable judicial, administrative and regulatory decrees, judgments, and orders, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State in which the Leased Premises is located and its political subdivisions, relating to the protection or regulation of human health, the environment or natural resources, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**") (42 U.S.C. § 1906 et seq.); Resource Conservation and Recovery Act ("**RCRA**") (42 U.S.C. § 6901 et seq.); the Toxic Substance Control Act ("**TSCA**") (15 U.S.C. § 2601 et seq.); the Clean Air Act ("**CAA**") (42 U.S.C. § 7401 et seq.); the Emergency Planning and Community Right to Know Act ("**EPCRA**") (42 U.S.C. § 11001 et seq.); the Hazardous Materials Transportation Act ("**HMTA**") (49 U.S.C. § 1801 et seq.); the Federal Water Pollution Control Act ("**FWPCA**") (33 U.S.C. § 1251 et seq.); the Occupational Safety and Health Act ("**OSHA**") (29 U.S.C. § 655 et seq.); the Construction Safety Act ("**CSA**") (40 U.S.C. § 333 et seq.); the National Environmental Policy Act ("**NEPA**") (42 U.S.C. § 4321 et seq.); the Endangered Species Act ("**ESA**") (16 U.S.C. § 1531 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act ("**FIFR**") (7 U.S.C. § 136 et seq.); the Solid Waste Disposal Act ("**SWDA**") (42 U.S.C. § 6901 et seq.); National Historic Preservation Act ("**NHPA**") (54 U.S.C. § 100101 et seq.), Executive Order 11990 Protection of Wetlands; Executive Order 11988 Floodplain Management; and all applicable state and local statutes and ordinances applicable to the Leased Premises and the use thereof and

operations thereupon as may be amended from time to time during the Term of this Lease. The Environmental Laws shall also include: (a) all requirements pertaining to reporting, warnings, licensing, permitting, investigation, remediation and removal of emissions, discharges, releases, or threatened releases of Toxic or Hazardous Wastes, Substances or Materials (each as defined by federal law), whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, land or any other environmental media, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Toxic or Hazardous Wastes, Substances or Materials, and (b) all requirements pertaining to the health and safety of employees or the public. Lessee shall not store, treat, or dispose of any Hazardous Substances on the Leased Premises. As used herein, “**Hazardous Substances**” are defined as any contaminant, toxic or hazardous waste, or any other substance the removal of which is required or the use of which is restricted, prohibited or penalized under any Environmental Laws, including, without limitation, asbestos or petroleum products. Further, during the Term of this Lease, neither party to this Lease nor any agent or party acting at the direction or with the consent of either party hereto shall use, store, handle or dispose of by any means any Hazardous Substances at the Leased Premises, except that Lessee may be entitled to use, store, handle or dispose of Hazardous Substances of the type and in the quantities typically used by companies performing similar services in accordance with all applicable Environmental Laws (e.g., (excepting normal cleaning supplies, pesticides, glues, and paints, which shall be reported to the Installation by Lessee for approval by the Government, and listed on the “Environmental Management and Impact Mitigation Plan” in Exhibit D-2), if consented to and approved in writing by the Government. Notwithstanding anything herein to the contrary, Lessee shall not be liable, and does not assume any liability or responsibility (including without limitation any liability or responsibility to undertake environmental response, remediation, or cleanup), whether now or in the future, (i) for the violation of any Environmental Law by reason of any state of facts existing on or before the Effective Date of this Lease or (ii) for environmental impacts, liability or damage arising out of the presence of Hazardous Substances on the Leased Premises on or before the Effective Date of this Lease or caused by Government’s manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances on any portion of the Leased Premises or any other real property owned or controlled by Government.

**Section 7.02 Natural and Cultural Resources.** During the term of this Lease and in exercising the rights granted herein or carrying out actions contemplated hereby, Lessee shall be responsible for compliance, at its sole cost and expense, with the Installation’s Integrated Natural Resources Management Plan (“**INRMP**”) and Integrated Cultural Resources Management Plan (“**ICRMP**”), as may be amended from time to time. Government will provide Lessee a reasonable opportunity to review and comment on any proposed revisions to the INRMP or ICRMP that may affect the Leased Premises. Lessee shall not knowingly remove or disturb, or cause or permit to be removed or disturbed, and shall take all reasonable measures so as not to disturb or cause or permit to be disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity as such terms are defined under the Archaeological Resources Protection Act, 16 U.S.C. § 470aa-mm; NHPA, 54 U.S.C. §§ 302102 et seq.; American Indian Religious Freedom Act, 42 U.S.C. § 1996; Native American Graves Protection and Repatriation Act, 25 U.S.C. §§ 3001-3013; Archeological and Historic Preservation Act, 54 U.S.C. § 312501 et. seq.; Antiquities Act, 54 U.S.C. §§ 320301-320303, and implementing regulations associated with any of the foregoing laws. In the event such items are discovered on the Leased Premises, Lessee shall

immediately notify Government and take reasonable steps in accordance with Applicable Laws to protect the site and the material from further disturbance until Government gives clearance to proceed. Lessee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and the requirements of this Lease. The time taken by the Government to assess and respond (if required) to the discovery of such items may constitute an event of Force Majeure for which Lessee is entitled to a delay in performance in accordance with the provisions of this Lease. Where damage nevertheless occurs, arising from exercising the rights granted herein or carrying out actions contemplated hereby, the Lessee shall be fully liable for any such damage.

Section 7.03 **Installation Restoration Activities.** On or before the Effective Date, the Government shall provide Lessee access to the Installation Restoration Program (“**IRP**”) records for the Installation for Lessee’s review, if any, and thereafter shall promptly provide to Lessee a copy of any amendments to or restatements of the IRP records affecting the Leased Premises. Lessee hereby acknowledges and understands that response actions to be undertaken with respect to the IRP, including any future amendments or restatements, may impact Lessee’s quiet use and enjoyment of the Leased Premises.

Lessee agrees that, notwithstanding any other provision of this Lease, the Government shall have no liability to Lessee should implementation of the IRP or other environmental cleanup requirements, whether imposed by law, regulatory agencies, or the Department of Defense, interfere with Lessee’s use of the Leased Premises. Neither Lessee nor its invitees or licensees shall have any claim against the United States, or any agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Lease or otherwise. The Government and agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to Lessee, to enter upon the Leased Premises to accomplish its assigned and required IRP responsibilities herein stated: (i) to conduct investigations and surveys, including drilling, soil and water samplings, test-pitting, soil borings, and other activities related to the IRP; (ii) to inspect field activities of the Government and its contractors and subcontractors in implementing the IRP; (iii) to conduct any test or survey related to the implementation of the IRP or environmental conditions at the Leased Premises or to verify any data submitted by the Government to the U.S Environmental Protection Agency or the State of Nevada; and (iv) to construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The Government shall, to the extent practicable, coordinate any inspection, survey, investigation, or other necessary response or remedial actions with representatives designated by Lessee so as to minimize, as reasonably practicable, interference with Lessee and school operations. Lessee shall comply with any health or safety plan in effect under the IRP (to the extent Lessee has received notice thereof), and any remediation or response agreement between the Government and environmental regulatory authorities (to the extent Lessee receives notice thereof, if the agreement is not of public record) during the course of any Government response or remedial actions. Lessee shall cooperate and take all reasonable actions to mitigate Government response actions and costs.

Section 7.04 **Required Action and Notices.**

- a. Before storing, mixing, or applying any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, Lessee shall prepare, and submit to the Installation Civil Engineer Commander for review and approval, a plan for storage, mixing, and application of pesticides (“**Pesticide Management Plan**”), such approval not to be unreasonably withheld, delayed or conditioned. The Pesticide Management Plan shall comply with Applicable Laws. Lessee shall store, mix, and apply all pesticides within the Leased Premises in strict compliance with the Pesticide Management Plan. Pesticides shall be applied only by a licensed applicator.
- b. If at any time during the Term of this Lease, either Party shall become aware, or have reasonable cause to believe, that any toxic or hazardous wastes, substances, or materials have been released or have otherwise come to be located on or beneath the Leased Premises in amounts greater than either the reportable quantities or a level requiring response action(s) under Environmental Laws, such Party shall immediately upon discovering the release or the presence or suspected presence of the toxic or hazardous wastes, substances, or materials, give written notice of that condition to the other Party. In addition, the Party first learning of the release or presence of any toxic or hazardous wastes, substances, or materials on or beneath the Leased Premises, shall immediately notify the other Party in writing of: (a) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Applicable Law; (b) any claim made or threatened by any person against Government, Lessee, or the Leased Premises arising out of, or resulting from, the release or presence of toxic or hazardous wastes, substances, or materials; and (c) any reports made to any local, state, or federal environmental agency arising out of, or in connection with, any toxic or hazardous wastes, substances, or materials. Upon reasonable prior written notice to Lessee, the Government may conduct or cause to be conducted an environmental audit or other investigation of the Leased Premises to determine whether Lessee has breached its obligations under this Lease, provided that the Government has received notice or has a reasonable basis to believe that such a breach or a release of toxic or hazardous wastes, substances, or materials on the Leased Premises has occurred. Lessee shall pay all reasonable costs associated with any such investigation conducted by a third party environmental contractor if such investigation shall disclose any such breach by Lessee.

Section 7.05 **Environmental Reports.** Lessee hereby acknowledges receipt of those environmental reports and documents listed in **Exhibit G** attached hereto and incorporated herein by this reference (the “**Government’s Environmental Documents**”) and the parties hereby agree that the Government's Environmental Documents shall be prima facie evidence of the environmental condition of the Leased Premises as of the dates they were produced. Lessee understands and agrees that provision of the Environmental Documents are not a representation or warranty by the Government regarding the environmental or physical conditions of the Leased Premises, and the Government shall have no liability in connection with the accuracy or completeness thereof. Lessee shall conduct its own investigations and due diligence to determine the environmental condition of the Leased Premises and not rely on the Government’s Environmental Documents to determine suitability of the Leased Premises for Lessee’s use.

Section 7.06 **Environmental Indemnification**. Lessee assumes all responsibility for and indemnifies and holds Government and its employees and contractors harmless from and against any and all debts, obligations, liabilities, fines, penalties, suits, claims, demands, damages, losses, and/or expenses (including reasonable attorneys' and experts' fees and expenses) in any way related to, connected with, or arising out of, Lessee's failure to comply with any Environmental Laws or Lessee's release of any hazardous substances or environmental condition including pollution of air, water, land or groundwater, resulting from the negligent, reckless, willful, wanton or unlawful acts or omissions by Lessee, its officers, members, partners, agents, Governing Board members, regulators, representatives, employees, contractors, subcontractors or any sublessees or licensees, or their respective invitees, giving rise to Government liability, civil or criminal, or other responsibility under Environmental Laws. However, Lessee does not indemnify the Government for liability for environmental impacts and damage arising out of the existence or release of toxic or Hazardous Substances on the Leased Premises or other property prior to the Effective Date of this Lease or caused by the use or release of Toxic or Hazardous Substances by the Government or its employees or contractors on any portion of the Installation, including the Leased Premises, provided such impacts or damage are not exacerbated or contributed to by Lessee. Further, notwithstanding any contrary provision herein, the foregoing indemnity obligation of Lessee shall not apply or extend to any suits, claims, causes of action, liabilities or damages to the extent that they would be barred or limited by Government's right or defense of sovereign immunity, whether or not Government actually asserts such right or defense of sovereign immunity, nor shall such indemnity obligation be construed to indemnify the Government against the negligent (comparatively and proportionately), reckless, willful, wanton or unlawful acts or omissions of the Government or its employees, agents, servants, guests, invitees or contractors. The Government acknowledges that, pursuant to section 120 of CERCLA, the Government is subject to liability under section 107 of CERCLA to the extent that it is responsible for the release or disposal of a Hazardous Substance on the Leased Premises. The Government agrees, as between the Parties, that it will not allege, or seek to have others allege, that Lessee is a potentially responsible party solely due to the presence of a Hazardous Substance on the Leased Premises on the Effective Date, provided that Lessee has not by its acts or omissions caused a further release of such Hazardous Substance, released or disposed of new or additional Hazardous Substances, or increased the cost of a required response action. Nothing in this acknowledgment shall be construed to affect the liability of any person or entity, including Lessee, under sections 106 or 107 of CERCLA or relieve Lessee of any obligation or liability Lessee might have or acquire with regard to third parties or regulatory authorities by operation of law. This provision of indemnification shall survive the expiration or earlier termination of this Lease.

Section 7.07 **Lessee Response Plan**. The Lessee shall comply with all base plans and regulations for responding to hazardous waste, fuel, and other chemical spills.

Section 7.08. **Records Maintenance and Accessibility**. The Government's rights under this Lease specifically include the right for Government officials to inspect the Leased Premises, upon reasonable notice as provided under this Lease, for compliance with Applicable Laws. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Lessee and to appropriate regulatory agencies, as required by Applicable Law. The Lessee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of

the Lessee. Within ten (10) days of receipt, Lessee shall provide copies of any notice of violation, inspection failure, or issuance of environmental noncompliance to the Government.

Section 7.09. **Pesticide in the Soil.** The Lessee acknowledges that the surface soil on the Leased Premises may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Leased Premises.

## ARTICLE VIII.

### INDEMNIFICATION AND INSURANCE

Section 8.01 **Waiver.** Except (i) as otherwise provided in this Lease or (ii) resulting from a breach of this Lease by Government or grossly negligent or unlawful acts or omissions of the Government, Lessee and its officers, members, partners, agents, employees, sublessees, licensees, invitees and contractors, and all persons claiming by and through them hereby waive, release and knowingly and voluntarily assume the risk of all liabilities, claims, damages (including consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, and other expenses (including attorneys' and experts' fees and expenses) against the Government and its employees, contractors and subcontractors arising from bodily injury or death or damage to the property of any person and damage to the property of any person occurring in or at the Installation or arising from the exercise of the rights granted to Lessee or performance of any obligation required by or for the Lessee under this Lease, including: (i) any interruption or stoppage of any utility service; (ii) business interruption or loss of use of the Leased Premises; (iii) any latent or patent defect in the Lease Premises; (iv) interference with a Lessee's business, loss of occupancy or quiet enjoyment; and (v) any other loss resulting from the proper exercise by the Government of any right or the performance of any obligation under this Lease. The provisions of this section 8.01 shall survive expiration or earlier termination of this Lease. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of (i) the Government, which immunity is hereby reserved to the Government. This covenant shall survive the termination of this agreement.

Section 8.02 **Indemnification.** Except as otherwise provided in this Lease or resulting from a breach of this Lease by Government, Lessee and its officers, members, partners, agents, employees, sublessees, licensees, invitees and contractors, Lessee and all persons claiming by and through them shall indemnify, defend, and hold the Government completely harmless from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, penalties, costs and expenses (including all costs for investigation and defense thereof, including court costs, reasonable experts' fees and reasonable attorneys' fees and costs, including fees and charges for the services of paralegals) which may be incurred by or charged to or recovered from the Government by reason of or on account of: (i) the exercise of the rights granted to Lessee or performance of any obligation required by or for the Lessee under this Lease; (ii) damage to or destruction of any property of the Government, or Lessee, or any property of, injury to or death of any person resulting from or arising out of the development, construction, use, occupancy, or maintenance of the Leased Premises or Improvements, or the operations and activities on the Leased Premises, or the acts or omissions of Lessee's officers, employees, agents, contractors, subcontractors, licensees, or invitees; (iii) the failure of Lessee to keep, observe or perform any of the covenants or agreements in this Lease to be kept, observed or performed by Lessee; or (iv) any

act or omission on the part of Lessee or other person acting by, through, or for Lessee. Notwithstanding any contrary provision herein, the foregoing indemnity obligation of Lessee shall not apply or extend to any suits, claims, causes of action, liabilities or damages to the extent that they would be barred or limited by Government's right or defense of sovereign immunity, whether or not Government actually asserts such right or defense of sovereign immunity. In carrying out its obligations hereunder to defend the Government, Lessee shall use legal counsel reasonably acceptable to the Government. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Government, which immunity is hereby reserved to the Government. The provisions of this Section 8.02 shall survive expiration or earlier termination of this Lease.

Section 8.03 **Insurance**. Upon the Effective Date and throughout the Term of this Lease, Lessee shall, at its sole cost and expense, or shall cause its contractors (at no expense to the Government) to obtain, keep and maintain the types of insurances with such coverage and in such form as specified in **Exhibit H** attached hereto and incorporated herein by this reference (collectively, the "**Required Insurances**"). All Required Insurance to be maintained hereunder shall, unless otherwise expressly stated herein, be primary and not contributory with respect to any other insurance any insured may possess (including any self-insured retention or deductible), name the Government as an additional insured (as well as the Approved Mortgagee, if applicable), contain a waiver of any right of subrogation against the Government, be issued by such company or companies authorized to conduct business in the state where the Installation is located and having a rating by A.M. Best's Key Rating Guide of not less than "**A-/VIII**". A combination of primary and excess insurance policies may be utilized to evidence the Required Insurances. The Required Insurances are independent of Lessee's covenants of indemnification and waiver in this Lease and shall not restrict or modify such covenants.

Section 8.04 **Certificates of Insurance**. Prior to entering upon the Leased Premises, and no later than thirty (30) days after the Lease Commencement Date, and within thirty (30) days after the expiration of any policy or policies required hereunder, Lessee shall furnish an original certificate of insurance to the Government evidencing such required insurance coverage and confirming that the policy or policies will not be cancelled or modified nor the limits thereunder decreased without thirty (30) days' prior written notice thereof to the Government. Lessee shall also provide the Government with copies of endorsements and other evidence of coverage set forth in the certificate of insurance. If Lessee fails to comply with the terms of Sections 8.03 and 8.04, the Government shall have the right, but not the obligation, to cause such insurance as required hereunder to be issued, and in such event Lessee shall pay the premium for such insurance, as Additional Rent, upon the Government's demand.

## ARTICLE IX.

### DESTRUCTION OF IMPROVEMENTS

Section 9.01 **Obligations of Lessee**. Except as may otherwise expressly provided in this Lease, Lessee shall bear all risk of loss or damage or destruction to the Leased Premises and Improvements, including any buildings, fixtures, or other property thereon, arising from any fire, flood, or other peril or casualty. In the event the Leased Premises or Improvements are damaged or destroyed in whole or in part by fire, flood, or other peril or casualty, Lessee shall give prompt written notice thereof to Government and shall promptly thereafter restore the Leased Premises

and Improvements to the condition they existed in immediately prior to such damage or destruction. Damage to the Leased Premises or Improvements shall not cause an abatement of Lessee's obligation to pay Rent to the Government or to make any other payments required to be made by Lessee under this Lease, unless the Government is at fault for the loss, damage, or destruction.

Section 9.02 **Extensive Damage or Destruction**. Without limiting the foregoing and, in the event the Parties mutually agree that the magnitude of damage or destruction of the Leased Premises and/or the Improvements is so extensive that they cannot be used by Lessee for the Permitted Use and that their repair, rebuilding, or replacement cannot be substantially completed within twelve (12) months after the occurrence of the damage or destruction, either Party may terminate this Lease by providing written notice thereof to the other Party. Upon receipt of said notice, this Lease shall no longer be of any force or effect and the Parties shall be relieved of all obligations hereunder, except for those provisions which expressly survive termination. Notwithstanding the foregoing, neither Party may terminate under this Section 9.02 unless the relevant insurance proceeds, together with any funds which Lessee is capable of and willing to contribute, in Lessee's discretion ("**Additional Funds**"), are sufficient to satisfy in full all amounts required under Section 9.03(i), (ii), and (iii), and Lessee deposits the Additional Funds into an escrow account upon terms reasonably acceptable to the Government.

Section 9.03 **Application of Insurance Proceeds**. All insurance proceeds received by Lessee as a result of any casualty loss, damage or destruction of the Leased Premises and/or the Improvements that occurred during the Term of this Lease shall be applied in the following order of priority: (i) to restoring the damaged areas and removing any related debris to the reasonable satisfaction of the Government; (ii) to repairing, rebuilding, and/or replacing the Leased Premises and Improvements to the reasonable satisfaction of the Government; (iii) if required by any Approved Mortgagee, to the payment of any outstanding liens held by any Approved Mortgagee, in accordance with the order of priority of such liens, until all such liens are fully satisfied and released, and (iv) the excess, if any, shall be paid to Lessee. This provision shall survive expiration or earlier termination of this Lease.

## ARTICLE X.

### REPRESENTATIONS AND WARRANTIES

Section 10.01 Lessee hereby represents and warrants to the Government as follows:

- a. Lessee has entered into this Lease based on its own full investigation of all facts relating to, and conditions underlying, the Leased Premises and its development and use of the Leased Premises, including environmental conditions, and that it has solely relied on its own investigation.
- b. Lessee's execution, delivery, and performance of this Lease will not violate any provision of law, any court order or other government agency order, or any of the organizational or other governing charter documents of Lessee, or any agreement or other instrument to which Lessee is now a party or by which it or any of its properties or assets is bound, or be in conflict with or constitute a default (with due notice or the passage of time or both) under

any of the foregoing or create of any encumbrance on any of the property or assets of Lessee, except as permitted by this Lease or otherwise approved by the Government.

- c. There are no actions, suits or proceedings pending or, to Lessee's knowledge, threatened against, by or affecting Lessee which could have a material adverse effect on the financial condition of Lessee, or the transactions contemplated by this Lease, or would affect or bring into question the validity or enforceability of this Lease or of any action to be taken or obligation to be performed by Lessee hereunder, in any court or before any governmental entity, domestic or foreign.
- d. The execution and entry into this Lease, the execution and delivery of the documents and instruments to be executed and delivered by Lessee in connection with this Lease, and the performance by Lessee of its obligations and duties hereunder and of all other acts necessary or appropriate for fulfillment of the requirements and actions contemplated herein and provided for in this Lease, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instruments which Lessee is a party, any judicial order or judgment of any nature by which Lessee is bound; and this Lease, and the covenants and agreements of Lessee herein, are (upon full execution of this Lease) the valid and binding obligations of Lessee, enforceable in accordance with its terms (subject only to the application of principles of equity and/or insolvency and bankruptcy protections).
- e. There is no completed, pending or, to Lessee's knowledge, threatened bankruptcy, reorganization, receivership, insolvency or like proceeding, whether voluntary or involuntary, affecting Lessee.
- f. Lessee is a public charter school duly organized and validly existing under the laws of the State of Nevada. The undersigned representative of Lessee has been duly authorized to execute this Lease and the documents and instruments to be executed by Lessee in connection with this Lease and to bind Lessee hereunder. There is no authorization, consent, approval, order, registration, declaration, or filing required for the execution of this Lease that has not been made or obtained.

## ARTICLE XI.

### DEFAULT AND REMEDIES; SURRENDER

Section 11.01 **Event of Default.** The occurrence of any of the following shall constitute an event of default (an "**Event of Default**") by Lessee under this Lease:

- a. Failure of Lessee to make any cash payment of Rent (inclusive of Additional Rent and Renewal Rent) required to be made in cash or any other monetary payment required to be made by Lessee hereunder when due, which failure is not remedied within ten (10) days after written notice of such failure is provided to Lessee ("**Notice of Default**");
- b. Failure of Lessee to keep, observe, or perform any term, condition, or provision this Lease requires Lessee to keep, observe or perform, which failure is not remedied within (30) days after Notice of Default;

- c. Commencement by or against Lessee of an insolvency or bankruptcy proceeding, including without limitation, a proceeding for liquidation, reorganization, or for the readjustment of indebtedness, or the insolvency of the receiver, trustee or custodian; provided, however, that any of the foregoing set forth in this subsection which is commenced by a person other than Lessee shall not constitute and Event of Default if it is discharged within ninety (90) days after it is made;
- d. Making of any offer or giving of any gratuities in the form of entertainment, gifts, or otherwise, by the Lessee, or any agent or representative of the Lessee, to any officer or employee of the Government with a view toward procuring an agreement or procuring favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement; and
- e. The placement of any lien upon the Leased Premises, by Lessee or by Lessee's contractors, sub-contractors, agents, representatives, or employees in connection with Lessee's exercise of the rights granted herein, which is not otherwise expressly permitted by this Lease and the failure to cause such lien to be bonded off or otherwise discharged within sixty (60) days.

Section 11.02 **Remedies and Termination.**

- a. **Remedies.** Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Government may in its sole and absolute discretion pursue any remedies as may be available to the Government at law or in equity, including, but not limited to filing a suit for specific performance.
- b. **Termination.** Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Government may Terminate the Lease and re-enter and repossess the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises, or any part thereof, without being liable for prosecution or any claim of damage therefor.
- c. **Effect of Termination.** Upon the termination of this Lease hereunder, the Government shall have the right to recover all unpaid Rent and other payments earned by Government prior to the date of termination of the Lease or date of repossession of the Leased Premises (whichever is earlier), and all of the Government's damages, costs and expenses incurred, including reasonable attorneys' fees (including paralegal fees and expert fees), arising or resulting from the Event of Default, including costs and expenses in connection with repossession of the Leased Premises, the recovery of sums due under this Lease, and re-letting the Leased Premises, which costs and expenses shall be immediately due the Government from Lessee. Unless expressly provided otherwise herein, no action taken by the Government pursuant to this Section 11.02 shall be deemed to terminate this Lease unless written notice of termination, (a "**Notice of Termination**") is given by the Government to Lessee.
- d. **Cumulative Rights.** The rights and remedies herein conferred upon or reserved to Government shall not be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given

hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in this Lease, Government shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Government at law or in equity.

Section 11.03 **No Waiver**. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of Rent or other payments from Lessee by the Government at any time when Lessee is in default under this Lease shall not be construed as a waiver of such default or of Government's right to exercise any remedy arising out of such default, nor shall any waiver of indulgence granted by the Government to Lessee be taken as an estoppel against the Government, it being expressly understood that the Government may at any time thereafter, if such default continues, exercise any such remedy in the manner herein provided or as otherwise provided by law or in equity.

Section 11.04 **Surrender of Leased Premises**. Upon expiration or earlier termination of this Lease, Lessee shall vacate and surrender the Leased Premises to the Government pursuant to and in accordance with the terms and conditions of this Section. The terms and conditions of this Section, inclusive of all subsections and sub-subsections, shall survive expiration or earlier termination of this Lease.

- a. **Retention of Improvements**. The Government may retain all or any part of the Improvements upon the expiration or earlier termination of this Lease. The Government may exercise the aforementioned right by providing written notice ("**Improvement Retention Notice**") of the same to Lessee thirty nine (39) months prior to the Lease Expiration Date or in the Government's Notice of Termination. Lessee shall execute any and all documentation necessary to convey all right, title, and interest in said Improvements to be so retained by the Government.
- b. **Mortgagee Action**. Notwithstanding Section 11.04(a), if as of the expiration or termination date, the Project remains subject to a Leasehold Mortgage, and the terms thereof do not permit the Government to take possession of the Leased Premises or Lessee Improvements without nullifying the tax-exempt nature of the bond financing (if applicable), then the Government shall not have the right to retain all or any part of the Improvements upon expiration or termination, but instead the provisions of Section 11.04(c) shall apply.
- c. **Demolition and Removal of Improvements**. In the event the Government does not exercise its right to retain the Lessee Improvements as set forth in Section 11.04(a) (but subject to Section 11.04(b)), then within one hundred eighty (180) days after the Lease Expiration Date or termination date of this Lease (the "**Removal Period**"), Lessee shall demolish and/or remove, any and all of the improvements placed, constructed or installed on the Leased Premises by or for the benefit of Lessee and any and all improvements placed, constructed or installed on the Installation (outside the Leased Premises) by Lessee or for the benefit of Lessee, and Lessee shall restore the Leased Premises to a condition substantially similar to the condition they existed in on the Lease Commencement Date as

evidenced by the “**Initial Physical Condition Report**” attached hereto and incorporated herein as **Exhibit I** and the Environmental Documents, reasonable wear and tear excepted. If the Lessee shall fail to comply with the requirements of this Section, then, at the option of the Government, the Improvements shall either become the property of the United States without compensation or cost to the Government, or the Government may cause it to be removed and the Leased Premises to be so restored at the expense of the Lessee, and no claim for damages against the United States or its officers, employees, or agents shall be created by or made on account of such removal and restoration work. Lessee’s surrender of the Improvements shall not be deemed to be a payment of rent in lieu of any Rent due under this Lease.

- d. Demolition Reserve Account. To secure performance of the Lessee’s requirement to demolish and remove all Improvements and restore the Leased Premises, Lessee shall, (i) no later than three (3) years prior to the Lease Expiration Date (if the Government has not sent an Improvement Retention Notice to Lessee) or (ii) no later than thirty (30) days after receipt of a Notice of Termination from the Government or any delivery of notice of termination by Lessee to the Government pursuant to this Lease, establish an escrow account into which Lessee shall deposit all funds necessary and required to comply with the requirements of this Section (the “**Demolition Reserve Account**”). In the event the Demolition Reserve Account is required to be funded pursuant to this subsection (d)(i) above, Lessee may fund it in three equal installments, due and payable on the dates which are three (3), two (2) and one (1) year before the Lease Expiration Date, respectively. The interest-bearing Demolition Reserve Account shall be established at a national banking institution or commercial escrow holder selected by Lessee at its sole cost and expense and approved by the Government. The amount of funds deposited into the Demolition Reserve Account shall be established by a written estimate issued by an independent, qualified and certified construction and demolition expert selected by Lessee (through a public bidding process, if required by applicable state law) who is not affiliated with Lessee or any of Lessee’s affiliates and approved by the Government, to be reviewed and approved by the Government, for all costs of demolishing and removing all Improvements on the Leased Premises and restoring the Leased Premises to a condition substantially similar to the condition they were in on the Lease Commencement Date, reasonable wear and tear excepted (the “**Demolition Cost Estimate**”). The Demolition Reserve Account shall be established by written escrow agreement mutually agreed and entered into by the Lessee and the Government (the “**Demolition Reserve Account Escrow Agreement**”). The Demolition Reserve Account Escrow Agreement shall provide that (i) funds in the Demolition Reserve Account shall be used solely to fulfill Lessee’s obligations under this Section and (ii) all disbursements from the Demolition Reserve Account shall be made upon Lessee’s written direction to the escrow holder with the consent of the Government, provided that upon the occurrence of an Event of Default and the expiration of any applicable cure period provided for in this Lease, all disbursements from the Demolition Reserve Account shall be made solely upon the Government’s written direction to the escrow agent without the consent of Lessee, any Approved Mortgagee (as hereinafter defined) or any other person. The Demolition Reserve Account Escrow Agreement shall provide that Lessee grants to the Government a continuing first lien security interest in and to all of Lessee’s right, title, and interest in the Demolition Reserve Account, as well as all

funds held, or designated for deposit in the Demolition Reserve Account, whether then owned, existing, or thereafter acquired, and regardless of where located, as security solely for the performance of Lessee's obligations under paragraph (c) of this Section and not as security for any other obligation of Lessee to Government. Lessee shall not grant or allow any other security interests in, liens to, or encumbrances on the Demolition Reserve Account or the funds in it. However, Lessee may grant to any Approved Mortgagee a continuing security interest in Lessee's right to receive a disbursement of any funds remaining in the Demolition Reserve Account, second in priority to the continuing first lien security interest granted to the Government. Lessee shall deliver to the Government for filing one or more financing statements, as necessary, in connection with the Demolition Reserve Account in the form reasonably required by the Government to properly perfect its security interest in the Demolition Reserve Account, and shall keep the lien secured by such statements perfected at all times during the existence of the Demolition Reserve Account in accordance with the laws of the State in which the Leased Premises is located. Lessee shall deliver to the Government, within ten (10) days after filing, the original and any amendments to, and continuations of, any financing statement. Except as otherwise expressly provided in the Demolition Reserve Account Escrow Agreement, Lessee shall be solely liable to the escrow agent for the fees and expenses related to the Demolition Reserve Account.

- e. Closeout Reports. To demonstrate Lessee's compliance with obligations and requirements of this Lease, Lessee shall, at its sole cost and expense, provide a Final Physical Condition Report and the EBS Reports (each as herein after defined and collectively referred to as, the "**Closeout Reports**"). In the event that the Closeout Reports identify a physical condition (reasonable wear and tear excepted with respect to the School if the Government elects to retain the School as indicated in its Improvement Retention Notice to Lessee) or environmental condition on or at the Leased Premises arising or due to the actions or inactions of Lessee, its employees, agents, contractors, licensees, or invitees or otherwise their use and occupancy of the Leased Premises, Lessee shall (at its sole cost and expense) promptly undertake and pursue diligently to completion any remedial measures required by the Government or any governmental authority having jurisdiction.
  - i. No later than sixty (60) days prior to the later of: (a) the Lease Expiration Date or earlier termination date of this Lease, or (b) the expiration of the Removal Period, if the Government does not exercise its right to retain any or all the Improvements, Lessee shall prepare a final physical condition report describing the physical appearance and condition of the Leased Premises as of the Expiration Date of this Lease or the expiration of the Removal Period, whichever is later, to be mutually agreed to and signed by the Parties (the "**Final Physical Condition Report**"). The Government may compare the Final Physical Condition Report to the Initial Condition Report to identify changes regarding the physical condition of the Leased Premises during the Term of this Lease.
  - ii. No later than sixty (60) days prior to the latter of: (a) the Lease Expiration Date or earlier termination date of this Lease, or (b) the expiration of the Removal Period, if the Government does not exercise its right to retain any or all the Improvements, Lessee shall commence a Phase I Environmental Baseline Survey ("**Phase I EBS**") in

accordance with the most current *Air Force Instruction (AFI) 32-7066, Environmental Baseline Surveys in Real Property Transactions*, and with the standards recognized or required by the Government at the time. If the Phase I EBS reveals any areas of environmental concern that were not based upon matters disclosed in the Government's Environmental Documents and which, in the Government's reasonable discretion, warrant further investigation, Lessee shall, at its sole cost and expense, commence a Phase II Environmental Baseline Survey ("**Phase II EBS**") in accordance with the reasonable instructions and standards recognized or required by the Government at the time, including sampling and analysis of soil and groundwater, necessary to determine whether or not contamination has occurred. Copies of the Phase I EBS and the Phase II EBS and any other supplemental EBS reports made pursuant to this Section (collectively, the "**EBS reports**") shall be certified to be for the benefit of the Government by the duly authorized, licensed, and qualified environmental consultant performing or creating the EBS reports. The Government may compare the EBS Reports to the Environmental Documents to identify any environmental conditions which may have occurred on the Leased Premises during the Term of this Lease.

## ARTICLE XII.

### GOVERNMENT RIGHTS

Section 12.01 **Government Rights Not Impaired.** Nothing contained in this Lease shall be construed to diminish, limit, or restrict the reasonable exercise of any right, prerogative, or authority of the Government over the Leased Premises relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

Section 12.02 **Government Continued Right of Entry.**

- a. Subject to the terms and upon the conditions set forth in this Section, any agency of the Government, its officers, agents, employees, and contractors, may enter upon the Leased Premises, at all times for any purposes not inconsistent with Lessee's quiet use and enjoyment of them under this Lease, including, but not limited to, the purpose of inspection and ensuring that the terms and conditions of this Lease are being met. The Government shall have the right to enter the Leased Premises at any time during normal business hours (7:00 am to 7:00 pm, Monday through Friday) upon at least twenty four (24) hours' advance written notice to Lessee; provided, however, that when reasonably possible, the Government will restrict its inspection to times when school instruction is not taking place, so as to minimize any disruption to classroom activities. Notwithstanding the foregoing, however, in the event of an emergency, an urgent issue of the Installation, or national security (as determined by the Government in its sole and absolute discretion), the Government may enter the Leased Premises at any time without notice to Lessee. Further, Government acknowledges and agrees that any entry upon the Leased Premises by Government, its employees, agents, contractors or representatives shall be at their sole risk, and in no event shall Lessee be liable to Government or any such person for any personal injury, loss of life or property damage resulting from or occasioned by their entry onto the

Leased Premises, except and to the extent arising from or caused by the negligent or willful acts of Lessee.

- b. Lessee hereby acknowledges and understands the Government has an ongoing obligation to complete the historical inventory and consultation process in accordance with 36 C.F.R. Part 800 Protection of Historic Properties, and will enter upon the Leased Premises (in accordance with the second sentence of Section 12.02(a)) during the Term of this Lease for the purpose of fulfilling such obligation.

Section 12.03 **Installation Security**. The Government reserves the right to exercise its authority to promulgate and enforce security regulations and prohibit, restrict, or regulate access to the Leased Premises for or relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

Section 12.04 **Installation Access**.

- a. **Right to Refuse or Limit Access**. The Lessee hereby acknowledges and agrees that the Installation is an operating military Installation that could remain closed to the public and accepts that the Lessee's operations may from time to time be restricted temporarily or permanently due to the needs of national security or defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Lessee further acknowledges that the Government strictly enforces federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure pursuant to applicable law. The Government will use reasonable diligence in permitting the Lessee access to the Leased Premises at all times, subject to the terms and conditions of this Lease.
- b. **No Government Liability**. Notwithstanding anything herein to the contrary, the Lessee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of Lessee or its employees, representatives, contractors, agents, invitees, licensees, students, students' relatives or any other person desiring to access the Leased Premises from the base under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies.
- c. **Right to Refuse Access**. The Government retains the right to refuse access to the Leased Premises. The Lessee hereby agrees and shall cause its assignees, employees, Governing Board members, regulators, representatives, contractors, agents, invitees, licensees (including, but not limited to, students and students' relatives) to agree, in writing, to abide with all security and access restrictions imposed by the Government in the interest of national security or defense. Lessee understands and agrees that security screening and/or background checks and access badges or passes may be necessary for access to the Leased Premises, and that Lessee and its employees, representatives, contractors, agents, invitees, licensees, students, students' relatives or any other person desiring to access the Leased Premises shall comply with all Air Force and Installation requirements regarding access and security and shall reimburse the Government for all reasonable costs, fees and expenses

associated with obtaining access to the Leased Premises (to the extent such costs, fees, and expenses are no more than the customary charge paid by other similarly-situated tenants at this Installation). Failure to provide the reimbursement and/or not completing the background check in a timely manner will result in denial of access to the Installation and Leased Premises. Lessee shall furnish all information and documents necessary or required to accomplish said security screenings and/or background checks for Lessee and its employees, Governing Board members, regulators, representatives, contractors, agents, invitees, licensees, students, students' relatives or any other person desiring to access the Leased Premises.

- i. All of Lessee's employees (including, but not limited to, administration and teaching staff) will be subject to an initial, annual, and as otherwise directed by the Installation Commander, a security background check, that includes, but is not limited to, identity proofing, vetting and a fitness determination using the National Crime Information Center (NCIC) database and/or the Defense Biometrics Identification System (DBIS). Procedures for obtaining access badges or passes will be established by the Installation Commander. In the event an individual has a warrant out for their arrest, Security Forces will notify the applicable law enforcement agency (including, but not limited to, the Las Vegas Metropolitan Police Department) to respond. Lost or stolen access badges or passes must be reported no later than the next duty day to the Pass & ID (702) 652-8681.
  - ii. The Installation Commander may deny access and access credentials based on information obtained during identity vetting that indicates the individual may present a threat to the good order, discipline and morale of the Installation. A background check which reveals any disqualifying factors, as identified in the Installation Defense Plan (IDP), will result in the person(s) not being allowed access/entry to the Installation.
- d. Permanent Removal and Disbarment. Without limiting the foregoing, and notwithstanding anything contained in this Lease to the contrary, the Government has the right at all times to order the permanent removal and disbarment of anyone from the Installation if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.
- e. No Diminishment of Rights. Lessee hereby acknowledges and agrees it shall make no claim to take any legal or judicial action against the Government to claim that anything in this Section of the Lease diminishes, limits, or restricts any right of the Lessee under this Lease or otherwise. In the event that a Lessee employee or contractor (including, but not limited to, administration or teaching staff) is unable to gain access to the Leased Premises pursuant to and in accordance with this Lease, Lessee shall, at its sole cost and expense, obtain a replacement employee or contractor who can gain access to the Leased Premises to ensure effective and continuing operations on the Leased Premises.

**ARTICLE XIII.**

**MISCELLANEOUS**

Section 13.01 **Recitals**. The recitals made in this Lease are true and correct and are hereby incorporated by this reference.

Section 13.02 **Effective Date**. The “**Effective Date**” of this Lease shall be the last date upon which a Party executes this Lease as shown on the signature pages hereto.

Section 13.03 **Applicable Laws**. At all times during the Term of this Lease, with respect to all actions taken hereunder and in exercising the rights and privileges granted hereby, Lessee shall comply with and require all of its officers, employees, agents, suppliers, contractors, licensees and invitees to comply with all applicable federal, state, and local laws, rules, regulations, requirements, ordinances, policies, directives and instructions including the Environmental Laws (collectively, the “**Applicable Laws**”), as may be in effect or modified from time to time during the Term of this Lease.

Section 13.04 **Assignment and Subletting**. Lessee shall not transfer, assign, or sublet this Lease, in whole or in part, or any of its rights or obligations hereunder. Any transfer, assignment or sublease which is not in strict compliance with the terms and conditions of this Section shall be void ab initio, and shall be of no force and effect whatsoever. Notwithstanding the foregoing, Lessee may assign this Lease in accordance with Section 13.05(b). No transfer, assignment or sublease, whether with or without Government’s consent, shall be construed to diminish or enlarge any of the rights or obligations of either of the Parties under this Lease, nor relieve Lessee of any of its obligations hereunder.

Section 13.05 **Leasehold Encumbrances/Financing of Improvements**.

- a. **General Prohibition**. Except as provided in Section 13.05(b) or expressly permitted by the Government, Lessee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Leased Premises or the Lessee Improvements (together, the “**Project**”); (ii) place or allow to be placed upon the Project any lien or other encumbrance (other than the Existing Encumbrances); (iii) allow any levy or attachment to be made on Lessee’s interest in the Project; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Project. Lessee shall notify the Government promptly of any lien or other encumbrance on the Project, or Lessee’s interest in the Project, whether created by Lessee’s act or otherwise, of which Lessee has notice.
- b. **Approved Mortgagees**.
  - i. During the Term, Lessee may encumber by mortgage, deed of trust, collateral assignment, or security agreement its leasehold interest in the Project to secure one or more loans to finance and/or refinance all or a portion of the Project (a “**Leasehold Mortgage**”) (including the costs of construction, financing, equipment, raw materials, costs of issuance, and related expenditures). The proposed holder or beneficiary of any such Leasehold Mortgage must be approved in writing by the Government prior to the execution of the same. The Government may withhold approval of any proposed holder or beneficiary of a Leasehold

Mortgage if the Government determines in its sole discretion that such person could pose a threat or breach of security at the Installation by its ownership of an interest in this Lease. Any such holder or beneficiary approved by the Government, or successor or assignee of such mortgagee approved by the Government, shall be referred as an “**Approved Mortgagee.**” An “**Approved Mortgagee Affiliate**” means any corporation, limited liability company, or other entity that controls, is owned or controlled by, or is under common ownership and control with, any Approved Mortgagee.

Government hereby approves, if selected and engaged by Lessee, as an Approved Mortgagee, the Public Finance Authority of Wisconsin (as issuer) and U.S. Bank, N.A. (as bond trustee); provided, however, that: (i) Lessee is under no obligation to choose either such entity as its bond issuer or bond trustee, nor are those entities compelled to serve in such capacities, solely by reason of this approval, and (ii) neither entity shall constitute an Approved Mortgagee unless Lessee notifies the Government in writing that it has entered into a financing arrangement with either or both entities and such notice details the role of such entity or entities as its bond issuer or trustee and provides contact information, including the mailing address for any notice under this Lease, for such entity or entities.

- ii. The Government agrees to execute an estoppel certificate and similar documentation reasonably required by any Approved Mortgagee to evidence the Government’s consent to the conditional assignment or mortgage of Lessee’s interest in this Lease and to certify the status of this Lease and performance by Lessee of its obligations hereunder as of the date of such certification (including, e.g., regarding Rent payments). Notwithstanding any foreclosure of a Leasehold Mortgage, Lessee shall remain liable for the performance of all the provisions of this Lease which by the terms hereof are to be carried out and performed by Lessee.
- iii. No Leasehold Mortgage shall extend to or affect the fee, any reversionary interest, or the estate of the Government in the Leased Premises. No Leasehold Mortgage shall be binding upon the Leased Premises until it is approved by the Government and a copy thereof has been delivered to the Government.
- iv. If any Approved Mortgagee or any Approved Mortgagee Affiliate acquires Lessee’s interest in the Project by deed-in-lieu, at a foreclosure of its Leasehold Mortgage, or otherwise, this Lease shall continue in full force. No agent or nominee (of the Approved Mortgagee or Approved Mortgagee Affiliate) shall be appointed to operate any portion of the Project without obtaining the prior written approval of the Government. Such approval shall not be unreasonably withheld or delayed so long as the proposed agent or nominee has demonstrated substantial experience in the operation of facilities similar to the Project and has all necessary governmental approvals, including, without limitation, a license or permit to operate the School.
- v. The acquisition of Lessee’s interest in the Project by anyone other than any Approved Mortgagee or any Approved Mortgagee Affiliate shall require the prior written approval of the Government. The Government may withhold approval of any purchaser of Lessee’s interest in the Project (other than any Approved

Mortgagee or any Approved Mortgagee Affiliate) if, in the Government's sole discretion, such purchaser could pose a threat or breach of security at the Installation by its ownership of such interest or its use of the Leased Premises.

- vi. If any Approved Mortgagee (or Approved Mortgagee Affiliate) has given written notice to the Government of its address, any notice to Lessee given pursuant to this Lease, including notice of a default or a termination of this Lease, shall be delivered simultaneously to any such Approved Mortgagee (or Approved Mortgagee Affiliate) pursuant to Section 13.19, and no notice of default or termination of this Lease given by the Government to Lessee shall be deemed effective until like notice is given to any such Approved Mortgagee (or Approved Mortgagee Affiliate).
- vii. As long as the Leasehold Mortgage remains in effect, an Approved Mortgagee (or Approved Mortgagee Affiliate) shall have the same rights, at any time during the Term, to (A) do any act or thing required of Lessee hereunder, within the time Lessee is required to perform such act or thing hereunder, whenever failure to do such act or thing would constitute a default hereunder; and/or (B) cure any default as the Lessee has under this Lease, with such additional time as may be afforded to any Approved Mortgagee (or Approved Mortgagee Affiliate) pursuant to this Section 13.05(b); and the Government shall accept such performance or cure by an Approved Mortgagee (or Approved Mortgagee Affiliate) as if Lessee had performed.
- viii. The Government will not accept any surrender, cancellation, or material modification of this Lease by Lessee without the prior written consent of each Approved Mortgagee, if any. Lessee shall provide each Approved Mortgagee with notice of any proposed material modification or cancellation.
- ix. No Approved Mortgagee, or purchaser at a foreclosure sale who has been approved by the Government, shall be required to cure any default of Lessee that cannot be cured by the payment of money or performance of an obligation ("**Personal Default**"). Examples of Personal Defaults include defaults under Section 11.01(c) (bankruptcy), Section 11.01(d) (illegal gratuities), and Section 13.17 (anti-discrimination) of this Lease.
- x. If the Government elects to terminate this Lease pursuant to Section 11.02, each Approved Mortgagee shall have the right to postpone and extend the termination date specified in the Default Termination Notice ("**Mortgagee's Right to Postpone**"), subject to the following conditions:
  - (1) Prior to the termination date specified in the Default Termination Notice, any Approved Mortgagee must give the Government written notice of its exercise of the Mortgagee's Right to Postpone and simultaneously cure all monetary defaults and deliver to the Government as security for the cure of all other defaults, other than Personal Defaults, an amount sufficient to effect such cure.
  - (2) The Mortgagee's Right to Postpone shall extend the date specified in the Default Termination Notice for the termination of this Lease for a period of up to

six (6) months, or such longer period as may be reasonably requested by any Approved Mortgagee and approved by the Government. The Government will grant a reasonable extension of the date for termination of this Lease pursuant to the Mortgagee's Right to Postpone ("**Lease Termination Extension Date**") so long as any Approved Mortgagee: (x) promptly commences all steps necessary to cure any default, other than Personal Defaults, including such steps as may be required for any Approved Mortgagee to obtain possession or control of the Project, including exercising foreclosure proceedings or power of sale, or accepting an assignment or deed in lieu thereof, and diligently prosecutes the same to completion; and (y) provides the Government with monthly updates in writing that describe in reasonable detail the steps any Approved Mortgagee has taken and will take in the future to cure any such defaults, and the anticipated time-frame for curing such defaults.

(3) Prior to the termination date specified in the Default Termination Notice, such Approved Mortgagee, if any, shall assume performance and observance of the obligations of Lessee in this Lease.

If, prior to the Lease Termination Extension Date, all defaults under this Lease other than Personal Defaults are cured or otherwise resolved as memorialized in a written agreement, the Government shall withdraw the Default Termination Notice.

- xi. Nothing in this Section 13.05(b) imposes any obligation on the Government to deliver physical possession of the Project to such Approved Mortgagee.
- xii. If more than one Approved Mortgagee seeks to exercise any of the rights provided for in this Section 13.05(b), the holder of the mortgage or deed of trust having priority of lien over the other Approved Mortgagees shall be entitled, as against the others, to exercise such rights. Should a dispute arise among the Approved Mortgagees regarding the priority of their respective liens, all of the Approved Mortgagees must provide written confirmation to the Government that they have settled that dispute. However, any such dispute shall not toll the termination date specified in the Default Termination Notice.
- xiii. In the event this Lease is terminated by the Government for any reason or is rejected in bankruptcy, the Approved Mortgagee(s) in the order of the priority of their respective mortgages may request a new lease ("**New Lease**") from the Government, and the Government shall execute and deliver such New Lease provided the applicable Approved Mortgagee (i) pays all past due amounts due to the Government pursuant to the terms of this Lease, and (ii) cures or otherwise resolves in a manner acceptable to the Government any non-monetary defaults, except for Personal Defaults, of Lessee under this Lease. Such New Lease shall be for the remaining term of this Lease without any changes to the terms and conditions of this Lease.

Section 13.06 **Bankruptcy**. If any voluntary or involuntary petition is filed under the United States Bankruptcy Code by or against Lessee (other than an involuntary petition filed by or joined in by the Government), Lessee shall not assert, or request any other party to assert, that the

automatic stay under the Bankruptcy Code operates to stay or otherwise affect the Government's ability to enforce any rights it has under any agreement between the Parties, or any other rights that the Government has, whether now or hereafter acquired, against any party responsible for the debts or obligations of Lessee under such agreements. Lessee shall not seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to the Bankruptcy Code, to stay or otherwise affect the Government's ability to enforce any of its rights under such agreements against any party responsible for the debts or obligations of the Lessee. The covenants in this Section are material in inducing the Government to enter into this Lease and Lessee agrees that no grounds exist for equitable relief that will bar or impede the exercise by the Government of its rights and remedies under such agreements against Lessee or any party responsible for the debts or obligations of Lessee. If any part of Lessee's interest in the Leased Premises or the Lessee Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, the Government shall immediately become entitled, in addition to all other relief to which the Government may be entitled under law or any agreement between the Parties, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to the Bankruptcy Code to permit the Government to pursue its rights and remedies at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting Lessee's use of all "cash collateral," as defined under the Bankruptcy Code. In connection with such Bankruptcy Court orders, Lessee shall not assert in any pleading or petition filed in any court proceeding that the Government lacks sufficient grounds for relief from the automatic stay. Lessee agrees that any bankruptcy petition or other action taken by Lessee to stay, condition, or prevent the Government from exercising its rights or remedies under this Lease or any other agreement between the Parties shall be deemed bad faith. If any voluntary or involuntary petition is filed under the Bankruptcy Code by or against Lessee (other than an involuntary petition filed by or joined in by the Government), Lessee shall notify the Government of such filing within ten (10) business days after receiving notice. If any part of Lessee's interest in the Leased Premises or Lessee Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, Lessee shall notify the Government of such proceeding within ten (10) business days after receiving notice of the proceeding.

Section 13.07 **Amendment**. This Lease shall not be amended, modified, altered, or changed in any way, nor may any provision contained herein be waived, except by further written agreement duly executed by the Parties hereto and the Approved Mortgagee (if any).

Section 13.08 **Disputes**. If a dispute regarding this Lease should arise, the Parties agree to use their best efforts to resolve the dispute through negotiations and any alternative dispute resolution (ADR) methods they deem to be appropriate and are mutually agreeable in accordance with 5 U.S.C. § 572. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Lease is contingent upon the availability of funds for such payment. This Lease is subject to Contract Disputes Act of 1978, as amended, 41 U.S.C. §§ 7101-7109. So, if the Parties are unable to resolve the dispute following unassisted negotiations and/or the ADR proceeding, the complaining party shall submit a written notice of claim to the Government, which must comply with all requirements of 41 U.S.C. § 7103. The Deputy Assistant Secretary of the Air Force for Installations (SAF/IEI) shall serve as the "contracting officer" for said claim and shall issue a written, final decision (subject, in any case, to 41 U.S.C. §§ 7104(b), 7105, and 7107).

Section 13.09 **Headings**. Headings contained in this Lease are for convenience and reference only and in no way define, describe, extend, or limit the scope or content of this Lease nor the intent of any provision hereof.

Section 13.10 **Severability**. In the event any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall be enforced to the fullest extent permitted by law.

Section 13.11 **Press Releases**. The Parties share a common desire to present favorable public information regarding the Lease and their association with it. To that end, the Parties shall cooperate with each other in connection with the issuance of such press releases and shall not issue any press release regarding the Lease without the prior consent of the other, which consent shall not be unreasonably withheld or delayed. This provision shall not prohibit Lessee from disclosing the existence and/or terms of this Lease to its (i) regulator; (ii) agents, advisors, and professionals; and (iii) to potential lenders, bond purchasers, and other third party financiers.

Section 13.12 **Binding Effect and Beneficiaries**. The provisions of this Lease shall inure to the benefit and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, this Lease shall not be assignable except as expressly provided herein. This Lease is entered into for the sole benefit and protection of the Parties hereto and no other person or entity shall have any right of action under this Lease.

Section 13.13 **Exhibits**. All exhibits referred and attached to this Lease are incorporated herein in full by this reference as if each exhibit were set forth in the body of this Lease.

Section 13.14 **No Partnership or Joint Venture**. Nothing set forth in this Lease shall be deemed or construed as creating a legal partnership nor a legal joint venture between the Parties, nor shall it cause any Party to be responsible in any way for the debts and obligations of the other.

Section 13.15 **No Waiver of Federal Supremacy**. Nothing in this Lease shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity by the Government.

Section 13.16 **Anti-Deficiency Act**. Notwithstanding anything in this Lease to the contrary, the cost and expense of performance by the Government of its obligations hereunder, if any, shall be subject to and dependent upon appropriations being duly made from time to time by Congress for such purposes. Under no circumstances shall failure of the Government to appropriate sufficient funds to meet obligations hereunder constitute a default or require payment or penalty of any kind under this Lease. Without limiting the foregoing, nothing in this Lease shall be interpreted to require obligations or payments by the Government in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, to the extent the Anti-Deficiency Act applies to such obligations or payments. The Department of the Air Force shall use its best efforts to seek additional appropriations in the event of any deficiency, but nothing contained in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Under no circumstances shall failure of the Government to appropriate sufficient funds to meet obligations hereunder constitute a default or require payment or penalty of any kind under this Lease.

Section 13.17 **Anti-Discrimination**. Lessee shall comply with Federal laws, rules and regulations prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. The Parties agree that in the event of the Lessee's noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Lease for default and breach as provided for in this Lease, or may pursue such other remedies as may be provided by law.

Section 13.18 **Minimum Wage Under Executive order 13658 and 29 C.F.R. Part 10**. If the wages of any of Lessee's employees or contractors of any tier will be governed by the Fair Labor Standards Act, the Davis Bacon Act, or the Services Contract Act, Lessee and Government must comply with Executive Order 13658 and 29 C.F.R. Part 10, as may be in effect or modified from time to time during the Term of this Lease.

Section 13.19 **Notices**. Any notices or communications to be given hereunder shall be given in writing and delivered by electronic mail, hand delivery, certified United States mail – return receipt requested, or Federal Express or other similar and nationally recognized overnight express delivery service, in either case with signature required and delivered to the addresses and addressees below, or at such other address or addresses as the Parties may from time to time designate by notice given hereunder. Delivery shall be effective on the date of receipt (or refusal of delivery, if applicable) confirmed by the records of the mailing or delivery service.

If to Government:                   Nellis AFB  
  Attention: 99 CES/CEIAP  
  6020 Beale Ave  
  Nellis AFB, NV 89191

With Copies to:                   Secretary of the Air Force - Office of the Deputy General Counsel  
  Installations, Energy & Environment Division  
  Attention: Deputy Chief Counsel  
  2261 Hughes Avenue, Suite 155  
  JBSA-Lackland AFB, TX 78236  
  *(or for overnight express delivery)*  
  3515 S. General McMullen, Suite 155  
  San Antonio, TX 78226-2018

and:  
  Air Force Civil Engineer Center –Installations Directorate  
  Attention: AFCEC/CITW, Branch Chief  
  2261 Hughes Avenue, Suite 155  
  JBSA-Lackland AFB, TX 78236-9853  
  *(or for overnight express delivery)*  
  3515 S. General McMullen, Suite 155  
  San Antonio, TX 78226-2018

If to the Lessee:                   Coral Academy of Science Las Vegas  
  Attention: Executive Director  
  3039 Horizon Ridge Parkway, Ste. 120  
  Henderson, NV 89052

With a copy to:

Howard & Howard Attorneys PLLC  
Attention: Mark J. Gardberg  
3800 Howard Hughes Pkwy, 10<sup>th</sup> Floor  
Las Vegas, NV 89169

Section 13.20 **Legislative Jurisdiction**. The United States presently exercises proprietary jurisdiction over the Leased Premises. The Government reserves the right to change the jurisdiction and Lessee shall have no claim against the Government for the exercise of this reserved right to change jurisdiction.

Section 13.21 **Time is of the Essence**. Time is of the essence with respect to this Lease.

Section 13.22 **Recordation**. This Lease shall not be recorded; however, at Lessee's request a mutually agreed upon memorandum of this Lease ("**Memorandum of Lease**"), suitable for recordation in the State where the Leased Premises is located, may be executed and acknowledged by the Parties. The Memorandum may be recorded in the applicable Public Records of the County and State in which the Leased Premises is located by the Lessee at its sole cost and expense.

Section 13.23 **10 USC § 2662**. This Lease is not subject to the requirements of 10 U.S.C. § 2662.

Section 13.24 **Anti-Kickback Procedures**. Lessee shall have in place and follow reasonable procedures designed to prevent and detect, in its own business operations, any of the following activities in connection with this Lease or any agreement relating to this Lease: (i) persons providing or attempting to provide or offering to provide any kickback; or (ii) persons soliciting, accepting, or attempting to accept any kickback. When it has reasonable grounds to believe that any of the activities described in this Section may have occurred, Lessee shall promptly report in writing such activities to the Government and also to either the Air Force Inspector General's office or the Department of Justice. Lessee shall cooperate fully with any federal agency investigating such activities.

Section 13.25 **No Individual Liability of Government Officials**. No covenant or commitment contained in this Lease shall be deemed to be the covenant or commitment of any individual officer, agent, employee, or representative of Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

Section 13.26 **Counterparts**. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. Facsimile or emailed copies of this Lease, bearing the parties' respective signatures, shall be enforceable as originals.

Section 13.27 **Interpretation**. This Lease was jointly negotiated and jointly drafted by the Parties with the advice or their respective legal counsel, and it shall not be interpreted or construed in favor or against either Party on the grounds that said Party drafted the Lease. The language of this Lease shall be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.

Section 13.28 **Entire Agreement**. This Lease constitutes the entire agreement of the Parties with regard to the Leased Premises and the Permitted Use and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. Any change, amendment, or modification to this Lease shall not be binding upon the Parties unless it is in writing and execute by the Parties hereto.

Section 13.29 **State-Mandated Language**. All obligations hereunder on the part of the Lessee are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, Nevada State Public Charter School Authority, or Nevada State Department of Education.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have caused this Lease to be executed in their names as of the day and year indicated below.

**"GOVERNMENT"**

**THE UNITED STATES OF AMERICA,**  
acting by and through the **SECRETARY OF**  
**THE AIR FORCE**

By: Jennifer L Miller  
JENNIFER L. MILLER

Deputy Assistant Secretary of the Air Force  
(Installations)

31<sup>st</sup> day of July, 2017

**“LESSEE”**

**CORAL ACADEMY OF SCIENCE LAS VEGAS,**  
a public charter school chartered under the laws of the  
State of Nevada

By: 

Name: Ann Diggins

Title: President, CASLV's  
Governing Board

24 day of July, 2017

**EXHIBIT A**

**“Land” or “Leased Premises”**

**LEGAL DESCRIPTION:**

A DESCRIPTION OF REAL PROPERTY AS SHOWN ON THE ATTACHED EXHIBIT B, AS A PART HEREOF ENTITLED "NELLIS AFB PRIVATIZATION OF FAMILY HOUSING, FUTURE SCHOOL TRACT, PT. SECTION 4 AND 5, T. 20 S., R. 62 E., M.D.M.", AND, "EXHIBIT B" HEREIN ESTABLISHED FOR THE PURPOSE OF DESCRIBING A UNIQUE PARCEL OF LAND AS FOUND IN BOOK 20090324, INSTRUMENT 04221, AFORESAID REAL PROPERTY IS ALSO SHOWN ON THAT CERTAIN UNRECORDED SURVEY PERFORMED BY SMITH ROBERTS BALDSCWILER, LLC, ENTITLED "NELLIS AIR FORCE BASE", SEALED AND SIGNED BY GEORGE FRANK ROBERTS ON APRIL 26, 2006, HERINAFTER REFERRED TO AS ROBERT'S SURVEY, SAID HEREIN REAL PROPERTY IS SITUATE WITHIN PORTIONS OF SECTIONS 4 AND 5 OF TOWNSHIP 20 SOUTH, RANGE 62 EAST, CITY OF NORTH LAS VEGAS, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FUTURE SCHOOL TRACT LAND DESCRIPTION - (ALL DIMENSIONS ARE GRID DISTANCES)  
APN: PORTION OF 140-05-501-001 AND PORTION OF 140-04-101-001

COMMENCING AT A FOUND 1.5-INCH DIAMETER ALUMINUM MONUMENT STAMPED "1/4", "4, 5", "B.K. JEFFERSON", AND, "PLS 8421", REFERRED TO AS THE QUARTER SECTION CORNER COMMON TO SECTIONS 4 AND 5 ON THE AFOREMENTIONED ROBERT'S SURVEY; A POINT AT WHICH RESIDES NORTH 00° 15' 53" WEST, A GRID DISTANCE OF 2,605.45 FEET FROM A FOUND 2-INCH DIAMETER BRASS MONUMENT STAMPED "5, 4, 8, 9", WITH AN "X" IN BETWEEN THE NUMBERS AND STAMPED "PLS 7635", REFERRED TO AS THE SECTION CORNER COMMON TO SECTIONS 5, 4, 8, AND, 9 ON SAID ROBERT'S SURVEY; THENCE DEPARTING SAID QUARTER SECTION CORNER MONUMENT, NORTH 00° 17' 04" EAST, A DISTANCE OF 1,944.96 FEET, TO A POINT AT THE SOUTHEASTERLY CORNER OF THE SUBJECT FUTURE SCHOOL TRACT AS DEFINED WITHIN THE AFORESAID BOOK AND INSTRUMENT WHEREIN SAID POINT IS THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHEASTERLY CORNER, NORTH 89° 48' 12" WEST, A DISTANCE OF 292.27 FEET; THENCE NORTH 46° 38' 14" WEST, A DISTANCE OF 560.71 FEET; THENCE NORTH 42° 59' 25" EAST, A DISTANCE OF 587.49 FEET; THENCE SOUTH 44° 13' 45" EAST, A DISTANCE OF 116.84 FEET TO A POINT OF CURVATURE; THENCE COINCIDENT WITH SAID CURVE WHICH IS CONCAVE NORTHEASTERLY CONTAINING A RADIUS OF 976.50 FEET, AN ARC LENGTH OF 410.49 FEET AND A CHORD WHICH BEARS SOUTH 56° 16' 21" EAST, A DISTANCE OF 407.47 FEET; THENCE DEPARTING SAID CURVE, SOUTH 68° 18' 50" EAST, A DISTANCE OF 173.77 FEET; THENCE SOUTH 24° 17' 48" WEST, A DISTANCE OF 171.91 FEET; THENCE SOUTH 32° 50' 00" WEST, A DISTANCE OF 69.86 FEET; THENCE SOUTH 45° 56' 44" WEST, A DISTANCE OF 86.86 FEET; THENCE SOUTH 53° 34' 54" WEST, A DISTANCE OF 141.49 FEET; THENCE SOUTH 01° 39' 09" EAST, A DISTANCE OF 81.80 FEET RETURNING TO THE POINT OF BEGINNING.

**EXHIBIT B**

**“Existing Encumbrances”**

[as provided in that certain Preliminary Report Order Number 16-09-0299-SD, First Amendment, prepared by Sue Dudzinski, Nevada Title company, dated October 6, 2016]

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. State and County Taxes for the fiscal period of 2016 to 2017, a lien that is currently exempt. Parcel No. 140-05-501-001 and 140-04-101-001
10. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
11. The herein described property lies within the boundaries of CLARK COUNTY WATER RECLAMATION DISTRICT and may be subject to all assessments and obligation thereof.
12. Reservations and Easements in the patent from the State of Nevada, recorded September 14,

1948, in Book 58, Page 56 as Document No. 295846 of Official Records.

13. Reservations and Easements in the patent from the State of Nevada, recorded April 2, 1929, in Book 19, Page 243 as Document No. 31196 of Official Records.
14. Terms, covenants, conditions, provisions and easements in an instrument entitled, "Utility Sales Agreement", recorded September 21, 1973, in Book 366 as Document No. 325436, of Official Records.
15. The effect of the following Record of Survey filed in File 47 of Surveys at Page 60, recorded January 28, 1988, in Book 880128, as Document No. 00612 of Official Records.
16. Terms, covenants, conditions, provisions and easements in an instrument entitled, "Department of the Air Force Easement for Right of Way Drainage", in Favor of STATE OF NEVADA recorded February 15, 1989, in Book 890215 as Document No. 00581, of Official Records.  
The above document was re-recorded on June 5, 1989 in Book 890605 as Document No. 00916.
17. Terms, covenants, conditions and provisions in an instrument entitled, "Quitclaim Deed (Improvements Only) (Nellis AFB)", recorded May 1, 2006, in Book 20060501 as Document No. 04975, of Official Records.
18. Terms, covenants, conditions, provisions and easements in an instrument entitled, "Grant of Easement-Memorandum of Agreement", in Favor of COX COMMUNICATIONS LAS VEGAS, INC. recorded March 20, 2007, in Book 20070320 as Document No. 00405, of Official Records.
19. Terms, covenants, conditions, provisions and easements in an instrument entitled, "Easement for Electric Lines", in Favor of NEVADA POWER COMPANY, A NEVADA CORPORATION recorded May 27, 2008, in Book 20080527 as Document No. 03378, of Official Records.
20. Terms, covenants, conditions, provisions and easements in an instrument entitled, "Easement for Water Pipe Lines", in Favor of CITY OF NORTH LAS VEGAS, A MUNICIPAL CORPORATION recorded July 7, 2008, in Book 20080707 as Document No. 02175, of Official Records.
21. Terms, covenants, conditions, provisions and easements in an instrument entitled, "Easement for Switching Equipment Pad and Cable", in Favor of CENTRAL TELEPHONE COMPANY OF NEVADA D/B/A EMBARQ, A MUNICIPAL CORPORATION recorded July 7, 2008, in Book 20080707 as Document No. 02176, of Official Records.
22. Terms, covenants, conditions and provisions in an instrument entitled, "Off-Site Improvements Agreement", recorded December 7, 2009, in Book 20091207 as Document No. 00263, of Official Records.

23. Terms, covenants, conditions, provisions and easements in an instrument entitled, "Utility Easement ", in Favor of NELLIS AIR FORCE BASE PROPERTIES, LLC, A LIMITED LIABILITY COMPANY recorded April 16, 2012, in Book 20120416 as Document No. 02003, of Official Records.
24. Water rights, claims or title to water, whether or not shown by the public records.
25. Our search in the public record did not disclose any open deeds of trust on the herein described property. Please confirm with your seller/borrower that there are no liens or encumbrances affecting the herein described property other than those shown on the Preliminary Report or Commitment bearing the above referenced escrow number.
26. REQUIREMENT: In the event this file converts to a request for title insurance, please advise the Title Department at least one week prior to close of the transaction.

We reserve the right to make additional exceptions and/or requirements.

**EXHIBIT C**

**“Rent Schedule”**

<b>Nellis AFB Coral Academy of Science Rent Schedule</b>			
<b><u>Beginning Date</u></b>	<b><u>Through Date</u></b>	<b><u>Term</u></b>	<b><u>Annual Rent During Term</u></b>
1-Sep-17	31-Aug-18	1 Year	\$26,000.00
1-Sep-18	31-Aug-19	1 Year	\$26,780.00
1-Sep-19	31-Aug-20	1 Year	\$27,583.40
1-Sep-20	31-Aug-21	1 Year	\$28,410.90
1-Sep-21	31-Aug-22	1 Year	\$29,263.23
1-Sep-22	31-Aug-23	1 Year	\$30,141.13
1-Sep-23	31-Aug-24	1 Year	\$31,045.36
1-Sep-24	31-Aug-25	1 Year	\$31,976.72
1-Sep-25	31-Aug-26	1 Year	\$32,936.02
1-Sep-26	31-Aug-27	1 Year	\$33,924.10
1-Sep-27	31-Aug-28	1 Year	\$34,941.83
1-Sep-28	31-Aug-29	1 Year	\$35,990.08
1-Sep-29	31-Aug-30	1 Year	\$37,069.78
1-Sep-30	31-Aug-31	1 Year	\$38,181.88
1-Sep-31	31-Aug-32	1 Year	\$39,327.33
1-Sep-32	31-Aug-33	1 Year	\$40,507.15
1-Sep-33	31-Aug-34	1 Year	\$41,722.37
1-Sep-34	31-Aug-35	1 Year	\$42,974.04
1-Sep-35	31-Aug-36	1 Year	\$44,263.26
1-Sep-36	31-Aug-37	1 Year	\$45,591.16
1-Sep-37	31-Aug-38	1 Year	\$46,958.89
1-Sep-38	31-Aug-39	1 Year	\$48,367.66
1-Sep-39	31-Aug-40	1 Year	\$49,818.69
1-Sep-40	31-Aug-41	1 Year	\$51,313.25
1-Sep-41	31-Aug-42	1 Year	\$52,852.65
1-Sep-42	31-Aug-43	1 Year	\$54,438.23
1-Sep-43	31-Aug-44	1 Year	\$56,071.37
1-Sep-44	31-Aug-45	1 Year	\$57,753.51
1-Sep-45	31-Aug-46	1 Year	\$59,486.12
1-Sep-46	31-Aug-47	1 Year	\$61,270.70
1-Sep-47	31-Aug-48	1 Year	\$63,108.82
1-Sep-48	31-Aug-49	1 Year	\$65,002.09
1-Sep-49	31-Aug-50	1 Year	\$66,952.15
1-Sep-50	31-Aug-51	1 Year	\$68,960.72
1-Sep-51	31-Aug-52	1 Year	\$71,029.54
1-Sep-52	31-Aug-53	1 Year	\$73,160.42
1-Sep-53	31-Aug-54	1 Year	\$75,355.24
1-Sep-54	31-Aug-55	1 Year	\$77,615.89

1-Sep-55	31-Aug-56	1 Year	\$79,944.37
1-Sep-56	31-Aug-57	1 Year	\$82,342.70
1-Sep-57	31-Aug-58	1 Year	\$84,812.98
1-Sep-58	31-Aug-59	1 Year	\$87,357.37
1-Sep-59	31-Aug-60	1 Year	\$89,978.09
	<b>Total Term:</b>	43 Years	
		<b>Total Rent:</b>	\$2,222,581.20

Payment Schedule does not include an amount corresponding to the rise, if any, in the Consumer Price Index for the prior twelve-month period. The final figure will be calculated and supplied to Lessee 30 days prior to payment due date.

**COMPOSITE EXHIBIT D**

**“Additional Plans”**

Composite Exhibit D-1

**Emergency Services Plan**  
**for**  
**Coral Academy of Science Las Vegas -**  
**Nellis Air Force Base Campus**

**July 18, 2017**

Prepared By:



Coral Academy of Science Las Vegas  
8965 S Eastern Ave. Suite 280  
Henderson, NV 89052

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**CORAL ACADEMY OF SCIENCE**

**SECTION 1**

**SCHOOL EMERGENCY OPERATIONS PLAN**

**I. INTRODUCTION**

Coral Academy of Science Las Vegas (CASLV), is a Public Charter School, sponsored by the State Public Charter Authority. The following Emergency Operations Plan (EOP) has been developed by CASLV administrators, teachers and parents in order for CASLV to be as prepared as possible in the event of an emergency. The EOP provides a framework for each particular campus site in its development of a consistent protocol, thereby ensuring that local measures, appropriate for each individual site, can be developed. It is important that public safety officials, school employees, students, parent / guardians be involved in the plan development. Students, parents and instructors attending or working at CASLV further are responsible for conducting random drills and documenting the dates, time, and number of minutes it takes the school population to evacuate or prepare for any crisis.

This plan has been developed based upon the standard protocol for all facilities within the school. In each section of the plan, CASLV has delineated the procedures to be initiated at our three facilities in a crisis. Building administrators and designated staff are responsible for confirming that specific site procedures, which, comply with the system protocol are in place. They are also responsible for ensuring that all school employees are familiar with the site-based procedures *and that students receive proper instruction regarding emergency lock downs and evacuations.*

**EMERGENCY TELEPHONE NUMBERS  
 CORAL ACADEMY OF SCIENCE LAS VEGAS CRISIS TEAM.  
 INITIAL CONTACT:**

<u>TITLE</u>	<u>NAME</u>	<u>EXTENSION</u>	<u>CELL PHONE</u>
<b>Eastern Avenue (CENTRAL OFFICE)</b>			
8965 S. Eastern Ave. Suite 280, Las Vegas, NV 89123 (702) 776-6529			
EXECUTIVE DIRECTOR	ERCAN AYDOGDU	101	(510) 333-8348
HEAD REGISTRAR	CANDEIS COPE	106	(661) 703-7505
<b>SANDY RIDGE CAMPUS</b>			
1051 SANDY RIDGE AVENUE HENDERSON, NV 89052 (702) 776-8800			
PRINCIPAL	YOLANDA FLORES	104	(702) 235-9080
SECRETARY	CATHY RANSTROM	101	(702) 271-8911
RECEPTIONIST	DEB FREETH	100	(702) 612-9173
<b>WINDMILL CAMPUS</b>			
2150 WINDMILL LANE HENDERSON, NV 89074 (702) 485-3410			
PRINCIPAL	JILL DODSON	202	(321) 446-1239
SECRETARY	CLAUDIA OSSA	201	(702) 285-4629
RECEPTIONIST	CARLA MOSTOFF	200	(702) 236-7006
<b>TAMARUS CAMPUS</b>			
8185 TAMARUS STREET LAS VEGAS, NV 89123 (702) 269-8512			
PRINCIPAL	JONATHAN YUTUC	103	(925) 787-5916
SECRETARY	MIREYA SARDINAS	102	(702) 481-9133
<b>CENTENNIAL CAMPUS</b>			
7951 DEER SPRINGS LAS VEGAS, NV 89131 (702) 685 - 4333			
PRINCIPAL	EMRULLAHERASLAN	101	(210) 391 - 9323
SECRETARY	KIMBERLY SALERNO	302	(310) 704 - 7101
<b>NELLIS AFB</b>			
42 BAER DR LAS VEGAS, NV 89115 (702) 701 - 2321			
PRINCIPAL	NOAH STEVENS	205	(619) 417 - 7243
SECRETARY	ERICA GOODLOE	202	(210) 632 - 1068

**Responsibilities**

Clark County and local government entities have the primary responsibility for response in emergencies. All available resources will be committed to protecting lives and minimizing damage to property.

In a crisis, the designated CASLV administrator will be the Incident Commander until the appropriate public safety agency, which may include the FBI, Clark County Sheriff's Department, Las Vegas Police Department, Henderson Police Department, Nellis Air Force Base ("AFB") personnel, etc. shall assume control of overall incident command. The CASLV site administrator acts as an integral liaison and is responsible for plan design appropriate for the CASLV facility.

In the event that the Nellis AFB campus site utilizes emergency services provided by Nellis AFB, the school may, post-emergency, be required to reimburse Nellis AFB for the costs and expenses of such services, in accordance with the school's lease with the U.S. Government, as rent thereunder.

The school Principal is designated as the School Emergency Coordinator. The Director has designated other Administrators, Secretary; and, Receptionist as alternates to serve in his/her absence and/or in combination with him as back-up support staff.

**Concept of Operations**

In most cases, notification of an actual or imminent local disaster will originate from the Clark County Emergency Operations Center (EOC).

Initial notification of the school of a local disaster will likely occur through the Emergency Management network, which will alert school site and personnel to implement their site plan. Other means of notification may be used, if available, including website, telephone, or other local media.

The Executive Director or Principal, as the School Emergency coordinators, will exercise his/her responsibility as outlined in this plan. The Principal will advise the appropriate members of the local authorities all existing or changed conditions.

**II. EMERGENCY CODES AND PROCEDURES  
 (LOCKDOWN PROTOCOLS)**

CASLV has developed four protocols. These are referred to as Code Yellow, Code Red, Code Green and Code Blue. **PLEASE NOTE: DO NOT CONFUSE THESE CODES WITH THE STATUS CARDS USED DURING A CODE RED LOCKDOWN. THEIR USE IS DESCRIBED ON PAGE 10 OF THIS MANUAL.**

FOR EASE OF REFERENCE, THE FOLLOWING CHART HAS BEEN DEVELOPED FOR CODE MEANINGS. PLEASE COPY AND POST IN YOUR CLASSROOMS AND THE OFFICE AREA.

<b>Code Yellow</b> – For use under the following circumstances:	<b>Code Red</b> – For use under the following circumstances:	<b>Code Green</b> – For use under the following circumstances:	<b>Code Blue</b> – For use under the following circumstances:
A higher than normal threat level is present. This is a <b>Preventative Measure</b> utilizing a Lockdown Procedure.	<b>An actual crisis has occurred.</b> Evacuation, transportation to the Rally Point or a Lockdown may be ordered.	The crisis, or situation, has been resolved. Code green <b>means resume normal activity.</b>	<b>Medical Emergencies</b> –The school medical team will be noticed to assist until the paramedics arrive.

**Code Yellow  
 (HEIGHTENED STATE OF SECURITY PREVENTIVE LOCKDOWN PROTOCOL)**

*This protocol is to be utilized to prevent the occurrence of a major incident when conditions indicate that a higher than normal threat level is present on or near the campus. A code yellow may be declared (1) for a few minutes, (2) one class period, or (3) if deemed appropriate, an entire day. A code yellow should be used as a preventive measure and is not designed as a crisis response measure for a major incident that has occurred at the site. Examples of situations where a code yellow protocol could be appropriate are:*

- The majority of natural disasters, unless imminent harm can occur at CASLV.
- A fight that involves numerous individuals, weapons, or is gang related.
- A code red has been implemented in the county due to a violent weapons incident.
- A suspicious person/intruder or disruptive individual (appearing potentially violent or emotionally unstable) is found or reported in the area.
- A major crime or police chase occurs near the school.
- A report of a student or other being in possession of a firearm on campus.
- A dangerous animal on campus.
- When information received indicates that a weapons assault may occur on campus.

Building administrators may wish to consult with police to evaluate such information prior to implementation *if time allows.*

#### Code Yellow Protocol

- The CASLV administrator in charge shall inform all school staff that the code yellow protocol is being instituted.
- Teachers and administrators are to post a Yellow Card, marked "**Code Yellow In Progress**", on doors and windows.
- **All students should be kept in the classroom with the door locked during each class period while the protocol is in effect.**
- Notify areas that are without intercom access or potentially too noisy (**Music room, Multi-purpose room, School Yard, PE**) through mobile phones, or through a designated staff.
- If the protocol is initiated during lunch/recess time the students in the Multi-purpose room should stay in there while the students who are at recess go to their next period classes.
- All personnel and activities outside the building should be moved to an indoor secure area unless otherwise instructed by the CASLV administrator in charge.
- **Students should not be allowed to leave classrooms unless the teacher obtains authorization from the main office over the intercom.**
- Any school faculty who is not assigned to classroom duties should follow the school procedures for limiting access to their workspace.
- Teachers should brief students that the school has been placed on a heightened security status as a precaution and that no imminent danger has been detected.
- Teachers are only to open classroom doors for school staff members unless clearance from the front office is obtained via intercom while the code yellow protocol is in effect.

#### Code Red

##### **(Actual Crisis Response Protocol)**

This protocol is to be utilized when *an actual crisis situation has occurred*. Examples of such crisis are listed below:

- Shots fired on or immediately adjacent to the campus.
- A stabbing occurred on campus.
- An explosion near the campus.
- A hostage situation or an armed barricade subject on, or adjacent to the campus.
- A natural disaster, hazardous materials incidents, or threats involving weapons of mass destruction, **which indicate immediate danger to those on campus.**
- May be appropriate in bomb threat. Designate as "Code Red-89."

In some cases, the building Principal may have to make a prompt decision to move directly to the building evacuation plan instead of instituting the code red protocol. In other cases, it may be

best to institute the code red protocol prior to implementing evacuation procedures in order to create a more orderly and controlled environment.

**Code Red Protocol**

- The CASLV administrator in charge shall inform all school staff that the code red protocol is being instituted. If the Code Red is due to a bomb threat, identify over the intercom as "Code Red-89."
- Teachers and administrators are to post a Red Card, marked "**Code Red In Progress**", on doors and windows.
- **Teachers should immediately lock their room and advise students to move away from doors and windows and to get on the floor.**
- If it appears unsafe to proceed to their class area, students will be trained to proceed to the nearest secure area such as closets, library, cafeteria, or offices.
- Notify areas that are without intercom access or potentially too noisy (**Music room, Multi-purpose room, School Yard, PE**) through mobile phones, or through a designated staff.
- If the protocol is initiated during lunch/recess time the students in the Multi-purpose room should stay in there while the students who are at recess go to their next period classes.
- Personnel who are engaged in outdoor activities need to make a prompt determination as to whether it is safer to attempt to enter the building to take shelter or to leave the campus to seek shelter in the safest place available. If the decision is made to leave the campus, school employees should notify the central office of their location and the number of students/employees present as quickly as possible. The staff member in charge should make a list of all individuals evacuated.
- **Students should not be allowed to leave classrooms unless the teacher obtains authorization from the main office over the intercom.**
- School staff who are not assigned to classroom duties are to go to the closest safe/secure area. If possible, staff should attempt to assist with students and report any suspicious activity to the front office immediately.
- Teachers will brief students that the school has been placed on a heightened security status as a response to an apparent crisis situation. CASLV staff will advise students to remain silent while they calmly and quietly review the emergency evacuation procedures with students to prepare them for possible evacuation.
- **Teachers should not open the door to the classroom unless they are instructed to do so by a staff member that they recognize by sight or voice. Public safety responders may enter the room using a master key.**

- *Refrain from using cell phones or engaging the microphone of any portable radios if the protocol was specified as "Code Red-89". The RF energy transmitted could be enough to detonate an explosive device should one be present within 1,000 feet.*

**Emergency Status Alert Cards:** Teachers will quickly select the appropriate emergency status card from their classroom roster book and slide it under the door into the hallway and in window, if applicable.

*Post In Classroom & Office*

- **The green card** should be used if all students currently under the teacher's supervision are accounted for and the protocol as been properly implemented for that room.
- **The yellow card** should be used if any students who are in attendance are not present in the room or if someone in the room is injured but stable.
- **The yellow/black-striped card** should be used if the teacher has critical information.
- **The red card** should be used if anyone in the room is injured or otherwise requires immediate medical assistance.

**Code Green**

**(Return To Normal Operations Protocol)**

- Once any danger has passed, the CASLV administrator in charge will declare that the school is to return to "normal status." by announcing that the code green protocol is now in effect via the intercom system.
- The building administrator will make a brief announcement to inform school employees and students of the reason for the code yellow or code red.
- A brief written statement to parents, providing them with an accurate account of what the school did to provide a safe environment during the situation will be prepared.
- Building administrators/department heads may wish to consult with local authorities for guidance in this area.

**Code Blue**

**Purpose:** A code blue plan at CASLV will be utilized by the CASLV team trained in rescue breathing and CPR to respond to any emergency situation including, but not limited to, an unconscious student or staff member. Team members will include administrators, teachers, counselor, and secretary.

**Responsibilities of the School Administrator:**

- Ensure that all team members have current CPR certifications.
- Participate in the development of the plan and arrange for mock drills using all members of the team.
- Evaluate the plan and drill sessions with members of the team.

- Enlist staff participation.
- Assist and arrange CPR classes and mock drills.
- Arrange for CPR classes to be taught.

#### **Responsibilities of the Secretary**

- Call on intercom for "Code Blue" and state the location the team is to go.
- Call paramedics.
- Direct paramedics to location of incident.
- Call school nurse.

#### **Responsibilities of the team (each team member should be given a specific task)**

- Assess unconscious person.
- Begin rescue breathing and or CPR.
- Clear area of people.
- Notify the Secretary or other designated person to call paramedics.

### **III. EMERGENCY EVACUATION KIT**

#### **Introduction**

CASLV has an updated emergency evacuation kit to be taken from the school during an emergency evacuation. This kit is kept in *the main office* to ensure access at all times. The kit is the portable command center for the lead school administrator during the first critical minutes of any crisis, which requires the evacuation of the facility. The information in the kit allows the administrator to quickly integrate the public safety response structure and provides critical information needed by responding agencies. This kit will also be taken during drills for consistency with response protocols. Second complete sets of student emergency data sheets are available to the secretary and back-up administrator. The secretary or back-up administrator is to take this information to the staging area/rally point site during the evacuation.

#### **CASLV Site Preparation**

**The CASLV Emergency Evacuation Kit contains the following:**

- A copy of the CASLV Emergency Response Plan.
- A set of keys for all doors and wall lockers.
- Portable radio and extra batteries
- Flashlight and extra batteries
- First aid kit
- A set of school site building plans, including all gas, electrical, cable shut-offs and water risers.
- Student release/sign out rosters, blanks on a clipboard.
- Two (2) complete sets of student emergency data sheets, including home phone numbers, street addresses, parent work phone numbers and any other pertinent data for contact. One set, along with the above sign-out rosters, will be sent with an administrator or designee to the rally area where parents will be contacted to pick up students.



- A complete set of student and faculty/staff photographs with names ~~or~~ a current yearbook and a current employee roster.
- A complete list of all cellular phone numbers for school administration.
- An updated student attendance roster to be used in conjunction with the individual teachers' grade books if available.
- An alternative evacuation plan in CASLV our primary evacuation route is inaccessible.
- The location of two alternative student rally areas.

#### **Response Protocol**

The kit will be taken to the area where first responders will arrive. The lead school administrator should assist the public safety incident scene commander, designated to be in charge at the scene. After ensuring that command of the scene is transferred to the appropriate public safety official, the administrator shall continue to act as integral liaison if circumstances permit.

A second administrator or designee, with duplicate kit, will proceed to the rally point site. This will facilitate the efficient transferring of custody of students to parents or guardians. The student contact information will ensure that non-custodial parents and others who are not authorized to have access to a child do not exploit the crisis situation.

The school administrator at each emergency site (incident scene and staging area/rally point site) will make contact with the public safety site commander and ensure that they have access to the information contained in the kit. The kit will remain under the supervision of the school official, as public safety representatives are not familiar with school documents, and will often need a school staff member to find and interpret the information that is needed. This properly assembled CASLV kit contains updated information that can assist school officials and public safety responders dramatically and significantly improve the way in which a crisis situation is handled.

#### **IV. CASLV DISMISSAL AND EARLY RELEASE INFORMATION**

##### **School Closing Due to Hazardous Conditions**

**Objective:** The Board of the Coral Academy of Science Las Vegas strives to operate CASLV efficiently, safely, economically, and according to well-publicized predetermined schedules. On occasions when hazardous weather conditions indicate that schools should (1) take emergency measures; or (2) should not be opened in the morning; or (3) requires early dismissal, timely notification will be given through the local news media to parents and employees concerning the revised operating schedules.

##### **Closing Before the Start of the School Day**

Decision to close/delay school: Transportation safety is the primary reason for making a decision to alter published school schedules. The School Director is responsible for collecting critical information pertaining to weather and road conditions and making recommendations to the Executive Director concerning the closing of schools. CASLV parents may assume that CASLV

is closed if other CCSD schools are closed for the day. The parents will be notified by school staff by phone if CASLV is closed due to conditions which may not be seen as necessary for the closure of all District schools.

**Delayed Start Procedure**

A Delayed Start schedule will be used when it appears that an extra hour of time will allow road crews to better clear roads and highways. This extra hour will, in many cases, make the difference in being able to hold classes or not.

When a Delayed Start is announced, CASLV will begin school one hour later than usual. Dismissal will be at the regular times. After school programs will be held, weather permitting. CASLV has its own plan for the scheduling of "essential employees". As with school cancellations, the announcement will be made on all local radio and TV stations by as close to 6:00 a.m. as possible.

**V. BOMB THREAT (CODE 89)**

**Bomb Threats/Explosions/Suspicious Packages**

**Site Preparation**

Each morning, all CASLV personnel check their areas for any suspicious packages or items. Suspicious items noted should never be moved or touched. CASLV staff will notify an administrator immediately should a suspicious item be found. All rooms should be locked when not in use. After cleaning the rooms, all doors will remain locked. The school administration will ensure all office personnel are trained in bomb threat protocol and recognition of suspicious packages. Anyone who answers the telephone for a school should be trained on what to listen for during a bomb threat call.

**Communications and Warning**

A bomb threat may be received via telephone, mail, e-mail, fax, or in person. The threat of an explosion may also be present during a weapons incident or hostage situation. Any information received by school staff in reference to an explosion or bomb threat should be immediately reported to the lead administrator present.

If a bomb threat is transmitted via telephone, a bomb threat call card (See Appendix A) should be started during the call and completed immediately following the call.

**Response Protocol**

Upon receipt of a bomb threat or explosion, an evacuation protocol shall be initiated. Administrators shall determine which evacuation site shall be used.

### **Suspicious Packages**

Suspicious packages may be received in the mail or via hand delivery. Upon receipt of a suspicious package, school personnel should not handle the package and should isolate persons from the immediate area. School police should be notified immediately. 911 should be called and a description of the package given.

Characteristics of a suspicious package may include some of the following:

- If delivered by carrier, inspect for lumps, bulges, or protrusions, without applying pressure.
- If delivered by carrier, balance check if lopsided or heavy sided.
- Handwritten addresses or labels from companies depict incorrect information or address components. Check to see if the company exists and if they sent a package or letter to your facility.
- Packages wrapped in string are automatically suspicious, as modern packaging materials have eliminated the need for twine or string.
- Excess postage on small package or letters indicates that the object was not weighed by the Post Office.
- No postage or non-canceled postage.
- Any foreign writing, addresses or postage.
- Handwritten notes, such as: "to be opened in the privacy of," "confidential," "your lucky day is here," and "prize enclosed should provoke further inspection before opening."
- Improper spelling of common names, places, or titles.
- Generic or incorrect titles.
- Leaks, stains, or protruding wires, string, tape, etc.
- No or nonsensical return address.
- Any letters or packages arriving before or after a phone call asking if the item was received.

## **VI. CIVIL DISTURBANCE**

A civil disturbance is any incident including riot or mass uprising, pandemonium or, mass threats of violence.

School personnel should establish rapport with students and provide an open forum that encourages discussion of grievances and problems. Crisis may be avoided or minimized through early recognition of problems and prompt actions. Administration must be aware of local situations and national crisis that may generate civil disturbances within the schools through students or outsiders moving into student groups and inciting student participation.

### **Site Preparation**

Create a Student Government, which represents the student body to discuss positive actions that school personnel can take to prevent internal occurrences. Establish a close working relationship with student government. Implement an effective and positive personnel approach to promote a

calming effect on student unrest.

#### **Communications and Warning**

Any staff member that receives information that a situation may escalate to a civil disturbance shall notify an administrator and/or school police immediately. An administrator shall notify police that a situation exists that may lead to a civil disturbance, or if an incident occurs which may provoke a civil disturbance. School shall notify appropriate agencies.

#### **CASLV Response Protocol & Procedures**

When a disturbance or demonstration seems imminent, the CASLV administrator shall implement a Code Yellow or Code Red Protocol to minimize activity with the facility. An administrator shall:

- Notify the Local Police, should the administrator feel such back up, if it is required. Site Director of the CASLV will be incident scene commander.
- Notify all faculty and staff.
- Avoid verbal exchanges or arguments when a disturbance is escalating. School staff members should refrain from touching students.
- Record and report the names of all students and outsiders, if known, involved in disturbance. Record and report details of all incidents.
- Arrange a meeting to resolve the problem with the perpetrator(s) of a disturbance away from any larger group of students.
- CASLV will utilize the evacuation protocol, if appropriate.

### **VII. EARTHQUAKE**

#### **Site Preparation**

Students have been provided with the following earthquake safety information and school protocol and procedures.

#### **Response Protocol**

During the initial shaking, remain in place; assess the situation, then act. Most injuries or deaths are the direct cause of falling debris, therefore:

##### **If outdoors**

- Move away from the buildings and avoid utility lines.

##### **If in transit on school vans or in car pools**

- Stop the bus quickly and safely in an open area away from overpasses and bridges and keep students on the bus. Students should be directed to sit still and cover their heads with their

backpacks or jackets as available.

**If indoors**

- A Code Yellow Lockdown Protocol will be initiated and students are instructed to take cover under their desk, covering their heads with backpacks or jackets as available.
- After the shaking ceases; CASLV will initiate the evacuation protocol and move to open areas away from buildings.
- CASLV employees or students will not re-enter buildings until officials have checked for possible structural damage, gas line leakage, and other utility disruptions.
- CASLV employees or students will not use any open flames (e.g. candles, matches).
- CASLV employees and students will listen to portable radio for information updates.
- CASLV administrators will use discretion in implementing early or late dismissal procedures depending on communications, availability of transportation, damage to the school facility or residential areas, and road clearance.
- The CASLV administrator will initiate evacuation to the nearest empty land if necessary.

**VIII. STAGING AREA/RALLY POINT**

CASLV teachers and administrators have provided students and parents with the following information:

CASLV schools have designated potential rally points in the event of a crisis (Rally Point A – outdoor location; Rally Point B – indoor location). Each campus has identified specific rally point locations determined by campus administration (contact administration for location information). During a crisis, the CASLV administration, in conjunction with local police or the command post commander, will make a determination as to whether or not a full evacuation to the specified rally point is appropriate within the first five to fifteen minutes of the crisis. If a full evacuation is required, the commander will communicate this decision and the site location to the incident scene commander and to the local media.

The designated Rally Point Protocol shall be used under the following conditions:

- An explosive device detonates on school property.
- A functional explosive device is found on school property.
- A hostage situation takes place on the campus.
- A situation involving a barricaded subject armed with explosives or firearms takes place on the campus.
- A severe weather crisis occurs which requires removal of personnel to a safe remote location.
- A weapon of mass destruction or hazardous materials incident occurs on or near the campus and public safety responders determine that mass evacuation to a remote location is required.
- Whenever the facility or grounds are rendered unsafe and evacuation to a remote site is needed.

**Staging Area/Rally Point Protocol**

The CASLV administrator will advise the incident scene commander that the decision to implement the protocol has been reached. The second administrator at CASLV will remove the evacuation kit and begin setting up the evacuation staging area.

The CASLV administrator will notify the Clark County Emergency Management Agency and the American Red Cross. The Clark County Emergency Management Director shall notify the 911 Center to have the respective law enforcement agency implement its protocol for routing traffic to the site and managing traffic control functions at the site.

Upon arrival at the rally point, the local police, American Red Cross lead representative, and local emergency management lead representative shall:

- Establish a command post.
- Organize the numerous public safety and mental health personnel who will be responding to the site.
- Check identification of all non-uniformed personnel who arrive to provide assistance.
- Secure an area for arriving students and staff away from waiting family members.
- Set up the sign-out area.
- Set up a media staging area.
- Keep evacuees on school vans or in car pool vehicles, until they can be signed out to waiting parents/guardians (one bus at a time).
- Only release students to authorized persons using the sign-out procedure.
- Ensure that each parent/guardian receives an information sheet regarding traumatic stress reaction.
- Instruct parents/guardians to leave the site to make room for others once they have signed out their student.
- Arrange for students who do not have a parent/guardian waiting to be taken to a secure area until an authorized person arrives to pick them up. Every effort will be made to maintain an orderly reunification process. Responding police and mental health personnel should be utilized to calm those who are waiting and to explain to them that an orderly process is required for the safety of the evacuees.

## **IX. SHELTER IN PLACE**

The shelter-in-place plan is to be used in the event of chemical spills or explosions, wild land fires, shootings and/or hostage situations and other related emergencies or natural disasters in which evacuation of the school is inappropriate.

In addition, there are two options for shelter-in-place incidents, depending upon the type of incident, the facility and the plan felt to be most advantageous by the CASLV administrator. Hence, CASLV may elect to either:

- Have students remain in classrooms and take certain protective measures, e.g. shut off ventilation, close, and possibly seal windows and doors, etc.

The fire alarm is not used for a shelter-in-place drill. Instead, instructions are given over the

intercom "all call." When the conditions outdoors dictate that all occupants be in a controlled area or sheltered in place, due to an incident such as a hazardous material incident or a natural disaster, the principal or personnel in charge will take the following steps prior to the fire department or law enforcement officers arrival on the scene:

- Establish and maintain communications with the fire department and/or any other appropriate personnel until directed otherwise.
- Call 911 and advise them of situation if the problem was detected by the school.
- Establish verbal control by activating "Shelter-In-Place" procedures by giving a preplanned announcement over the public address system.
- Discontinue the changing of classes and have all students and personnel proceed to the interior of the building — "assigned areas."
- If directed, students and personnel in outlying buildings should be shifted to main building.
- If directed, turn off all heating, cooling, and ventilation systems, close all doors and windows, and perform any other actions requested by emergency personnel that may arise due to the situation. Use duct tape or any other material to help seal off the building.
- If unusual or irritating odor is present, help protect lungs by breathing through a wet (if possible) rag or paper towel.
- Remain sheltered in place until the "all clear" has been given by the fire department or appropriate agency.

## **X. FIRE**

CASLV maintains the following fire emergency procedure to respond to both internal and external situations.

### **Site Preparation**

All school personnel and students are made aware of the location and operation of alarm systems and fire extinguishers at CASLV. All equipment (e.g. extinguishers, sprinkler systems, exit doors) are marked and maintained in accordance with local and state regulations. At CASLV, fire drills are conducted in accordance with local and state regulations.

### **Communications and Warning**

CASLV has a computerized alarm system that provides distinct sounds for various actions used within the school. In case of malfunction, an alternate alarm system is available, both in the form of a "cow bell" and whistle. Students and staff are provided with numerous drills to ensure that they can discriminate what sounds indicate specific actions.

### **Response Protocol**

- The fire alarm is sounded and the fire department and Las Vegas Police Department are notified without delay upon discovery of a fire.
- The CASLV administrator will initiate evacuation procedure of buildings.
- Teachers will implement the illness/injury/death notification protocol.
- The CASLV administrator, if appropriate, will implement the Rally Point Protocol.

## **XI. HAZARDOUS MATERIALS**

It is known that thousands of types of hazardous materials are shipped daily throughout Nevada. Chances that a school may be affected by an accident involving a hazardous material carrier become greater with the growth of industry and demand for fuel and chemicals.

### **Site Preparation**

The CASLV administrator will determine transportation routes which will be in each classroom and the office.

The CASLV administrator will determine safe areas to evacuate students and personnel in case an incident occurs on or near school property. (See evacuation protocol page 23). Warning of a hazardous materials incident is usually received from the fire department or local Emergency Management Agency when it occurs near the school. In a rare situation, the incident may occur close to or on school property, and the school will relay the warning to appropriate emergency response agencies. The CASLV administrator will determine the need to evacuate and move crosswind, never directly with or against the wind carrying the fumes. The CASLV administrator will implement procedures to return all students and personnel from athletic fields and playground areas to a safe location. The CASLV administrator will not return students to school facility after evacuation until the fire department, Emergency Management Agency or other official agency declares the area safe.

If evacuation of the facility is determined to be dangerous the CASLV administrator will ensure that the HVAC is shut down and initiate a Code Red Lockdown Protocol. Students and staff have been forewarned to be prepared to quickly evacuate the facility if announced, be prepared to render first aid, and initiate early/late dismissal, as necessary.

## **XII. HOSTAGE SITUATION/BARRICADED WEAPONS VIOLATOR**

### **Site Preparation**

The CASLV administrator will arrange staff training session on the topic of hostage situation prevention and response. Access to CASLV is properly limited and a visitor pass system is strictly adhered to. The CASLV second emergency evacuation kit is stored in the main office location in case a situation of this type takes place in that area.

CASLV has a two-way communication system with parents, staff and students regarding potential domestic situations that could result in an act of violence against students or staff. Staff members are requested to maintain confidentiality of any such information.

### **Communication and Warning**

Notification will most often be in person or via intercom. The main office area, classrooms, and

school transportation vehicles are the most common locations for school hostage situations.

#### **Response Protocol**

The CASLV administrator will immediately institute a code red lockdown. The CASLV administrator will not wait to verify the report before instituting a lockdown. The CASLV administrator will notify the Las Vegas Police Department dispatcher with all available information regarding suspect(s) description, location, type(s) of weapons and any other critical information. Once a police officer arrives on the scene, all school staff members have been instructed to refrain from attempting to negotiate with the violator(s) unless asked to do so by a police officer. *Numerous hostage situations have ended in tragedy when well intentioned but untrained civilians attempted to help with negotiations.*

The CASLV administrator has assured that staff is aware that they are not to offer themselves in exchange for hostages. CASLV understands that such action will often increase the chances of something going wrong during the exchange with a violent result or in additional hostages being obtained.

The CASLV administrator will establish an incident command post in accordance with its safety team procedures. CASLV has trained staff and students on the importance of knowing that most injuries and deaths in hostage situations occur within the first few minutes of the situation. CASLV will take control of the situation through a preplanned response. Once the situation can be stabilized, it has been documented that time works to decrease the probability that the suspect will use violence. CASLV staff is prepared for a resolution that may take hours or even days.

### **XIII. INTRUDER/SUSPICIOUS PERSON**

Many incidents can cause the presence of an intruder or suspicious person on school property.

#### **Site Preparation**

CASLV provides supervision of students at all times. CASLV provides before school care starting at 7:00 a.m. The student coordinator waits by the entrance, and checks students in as they arrive. This entrance door remains locked until all teachers are in the building, ensuring additional security. The office area opens at 7:30 a.m. when the second secretary arrives.

Students of CASLV are never allowed to exit the school without being escorted by a staff member or parent, unless prior, written notice has been given by a parent. During recess breaks, which are limited to lunchtime, not exceeding 25 minutes, staff is present. Free access to the building is restricted. All exterior doors remain locked during the day, except those used in CASLV of an emergency evacuation, which are locked from the outside.

A sign is posted on the outside of the school that provides directions to visitors advising them to use the main entrance. Students and staff are discouraged from opening locked doors for others, as this makes locked doors vulnerable. CASLV utilizes a visitor's nametag system using lanyards and an identification tag. The custodian is designated to periodically check each exterior

door.

#### **Communications and Warning**

A report will normally be received in person but may be received by portable radio, by intercom or by telephone.

#### **Response Protocol**

As soon as CASLV is aware or notified of a problem, the Las Vegas police will be notified that there is a suspicious person on or near school property. The dispatcher will be provided with as much information as possible regarding the description of the suspicious person, their location, and any unusual or disruptive behavior that they exhibit. A **Code Yellow Lock down** will be initiated until responding police units can investigate suspicious persons or an intruder.

The CASLV administrator will implement the following procedure:

- **Initiate Code Yellow or Red as applicable to the situation.**
- **Notify the local police.**

#### **XIV. FLOODING**

Many areas in Clark County are subject to, or affected by floods. Other than in the case of "flash flooding", the onset of most floods is a relatively slow process with buildup taking several days.

#### **Site Preparation**

The CASLV administrator will organize and implement practice drills as appropriate.

#### **Communications and Warning**

As severe weather develops, CASLV monitors their weather radios for progressive storm reports and announcements.

#### **Response Protocol**

The CASLV administrator and science or math instructors will monitor weather conditions in an affected area by radio/TV broadcasts or weather alert radio. The CASLV administrator will initiate the evacuation of students to homes immediately in accordance with established school policy and notify families of emergency transportation plans, if applicable. If the situation does not permit family evacuations, students will either remain at school or be sent to a higher, safe location and the CASLV administrator will make the following provisions:

- Shut off water at mains so contaminated water will not back up.
- Pack dry ice in refrigerators/freezers to protect supplies should power be lost.
- Check all supplies if the school is designated as an evacuation shelter.

- Check: contaminated food/water, broken gas lines, and wet electrical equipment.
- The CASLV administrator will resume classes after determining building safety.

## **XV. INJURY, ILLNESS, or DEATH**

Injury and illness are the most common of all school-related emergencies. CASLV is prepared to provide basic first aid while summoning necessary emergency assistance.

### **Site Preparation**

CASLV has established, posted, and maintains a current list of emergency medical telephone numbers, including poison control. CASLV also maintains a list of staff and students qualified to administer first aid. It is the goal of CASLV to have all employees trained in basic CPR.

The CASLV program coordinator is responsible for assuring that current emergency contact cards on students, faculty and staff of family business and home telephone numbers are current and easily accessible. Additionally, enrollment folders contain information on other individuals authorized by the family to make decisions regarding emergency treatment.

Further, the CASLV administrative assistant, as well as Student Coordinator, in conjunction with Board policy, maintains a list of school staff members trained to deliver serious injury and/or death notification.

### **Communications and Warning**

Warning that a student is ill or injured may come from a variety of sources, including students and staff members. CASLV staff are trained to recognize symptoms of illness in children, and have developed 504 Plans on all students with medical conditions which may affect their school performance and special accommodations. Medical conditions are handled with confidentiality, however, parents are encouraged to provide professional resources for staff training on conditions which their child may have.

### **Response Protocol**

The CASLV administrator is responsible for ensuring that the following is adhered to:

#### **Non-critical situations**

- Administration of first aid if necessary.
- Notification of families.
- Make the appropriate request that a family member transport student to home or doctor's office whenever possible.
- If family members cannot be reached, or if transportation cannot be arranged, act based on school policy.

#### **Critical situations**

- Administer first aid to the extent possible.
- Notify 911.
- Initiate a Code Yellow, to limit activity in the school and around the injured student.
- If family cannot be contacted immediately, act in accordance with school policy. Continue attempts to contact family and keep a record of procedures administered (first aid, CPR, etc.), times, actions, etc.
- Initiate injury, illness or insurance documentation.
- Provide information to staff, faculty and students as available.

#### **In the event of a death**

- Call 911
- Attempt to administer CPR/first aid, if appropriate (certified personnel only).
- Initiate a Code Red to lockdown the facility. Initiate Rally Point Protocol if necessary.
- Administration, in conjunction with law enforcement personnel, will document the incident and take necessary actions with the deceased.
- Administration and central office personnel will initiate insurance documentation.
- Administration and school personnel will follow a media response protocol and issue any correspondence necessary in conjunction with CASLV's public relations firm and school Social Media Manager in response to any details regarding the event.
- Provide information and/or an official statement to staff, parents, and students, as advised by CASLV's public relations firm and school Social Media Manager.

### **XVI. Safety and Security Procedures**

#### **Soft Lock down Procedures**

A soft lock down may be initiated by administration or law enforcement when there is a threat or perceived threat to the campus. Soft lock-downs may be used to minimize danger to students and staff.

If administrators or law enforcement call for a soft lock down the following steps should be taken.

1. Soft lockdown should be stated over the school intercom system.
2. Immediately go in doors and lock classroom doors.
3. Take roll and account for any missing students.
4. Report missing students to the office/administrators.
5. Lock all exterior gates on campus.
6. Do not allow students to exit your classroom during a soft lock-down.
7. Office personnel should not allow students to leave any offices without being escorted to the classroom.
8. If there is a bathroom emergency the student should be escorted by an adult.
9. Non-school persons should not be let onto the campus until the soft lock down has ended.
10. Basic school activities proceed as normal such as teaching and lunch.

### **Hard Lock down Procedures**

A hard lock down is when there is a direct threat to the safety of students and staff members. This may be initiated by law enforcement or school administration. Hard lock downs are initiated to mitigate immediate danger.

If an administrator or law enforcement officer call for a hard lock down the following steps should be taken.

1. Hard lock down should be stated over the school intercom.
2. Immediately lock all doors and windows. If doors cannot be locked use furniture to barricade the door.
3. If outside, immediately proceed to a room that can be locked.
4. Turn off all the lights, get everyone one on the floor, under desks, in closets. Anywhere that they can be out of sight to an intruder.
5. Students should keep their heads as low as possible and cover them with their hands.
6. Keep students quiet and ensure that no one is visible from outside of the room.
7. Silence cell phones.
8. Do not open the door for anyone. Emergency responders or administration will have keys.
9. Do not react to bells or fire alarms as these can be used to draw people out of the building.
10. Take attendance and email it to the office personnel.

### **Active Shooter Procedures**

#### **Q: What is an active shooter?**

- An active shooter is a person who appears to be actively engaged in killing or attempting to kill people in a populated area; in most cases active shooters use a firearm.
- Call 911
- Staff and/or volunteers should contact the administration quickly by radio or cell phone. Give your location and last known whereabouts of the shooter. The administration may respond to interdict the active shooter.
- These situations are dynamic and evolve rapidly, demanding immediate deployment of law enforcement resources to stop the shooting.
- There are at least two options available in an active shooter situation: evacuate or lockdown.

#### **Q: What do I do?**

1. In general, how you respond to an active shooter will be dictated by the specific circumstances of the encounter, bearing in mind there could be more than one shooter involved in the same situation.
2. If you find yourself involved in an active shooter situation, try to remain calm and use these guidelines to help you plan a strategy for survival. It is important to remember that in an active shooter incident there is going to be insufficient information to make

decisions with 100% confidence. The most important thing to remember in these situations is to remain calm so good decisions can be made under the intense stress.

3. Assess the situation and make the best choice given the situation you perceive. Only you can draw the line on what you will or will not do to preserve your life or the lives of others.

**Q: What if the active shooter is outside the building?**

1. Proceed to a room that can be locked,
2. Close and lock all the windows and doors,
3. Turn off all the lights, get everyone down on the floor,
4. Keep quiet and ensure that no one is visible from outside of the room.
5. One person should call 911, advise the dispatcher of what is taking place and inform him/her of your location.
6. Cell phones should be silenced and conversations kept quiet and to a minimum. Voices, noise and phone sounds may attract the shooter to your location. Unfamiliar voices outside your area may be the shooter attempting to lure victims from their room or place of concealment; do not respond to any voice commands until you can verify with certainty they are being issued by police officers.

**Q: What if the active shooter is inside my building?**

1. Determine if the room you are in can be locked and if so, follow the same procedure described in the previous paragraph.
2. If your room can't be locked, block the door using whatever materials are available such as desks, cabinets or other furniture. Depending upon the location of the shooter and your proximity to the threat you should determine if there is a nearby location that can be reached safely and secured or if you can safely exit the building. If you decide to move from your current location make sure you have an escape route plan in your mind.
3. Do not attempt to carry property while leaving and move quickly keeping your hands visible so police officers can see that you are not carrying weapons (REMEMBER: THE POLICE OFFICERS DON'T KNOW THE GOOD GUYS FROM THE BAD GUYS AS YOU EXIT).
4. Follow the instructions of any police officers you may encounter.

**Q: What do I do if an active shooter enters my office?**

1. Try and remain calm.
2. Dial 911 if it is safe to do so and alert police to the shooters location; if you can't speak leave the line open so the dispatcher can listen to what is taking place.
3. If there is no opportunity for escape or hiding, after all other options have been exhausted, attempting to overpower the shooter with force may be your only option.
4. If the shooter leaves the area, proceed immediately to a safer place.

**Q: What should I expect from responding police officers?**

1. Police officers responding to an active shooter are trained to proceed immediately to the area in which shots were last heard; their purpose is to stop the shooting as quickly as possible. They may be dressed in regular patrol uniforms or they may be wearing external bullet proof vests, Kevlar helmets and other tactical equipment. The officer will be armed with rifles, shotguns, or handguns. Regardless of how they appear remain calm and do as the officers tell you to do.
2. Put down any bags or packages you may be carrying and keep your hands visible at all times; if you know where the shooter is tell the officers.
3. The first officers to arrive will not stop to aid injured people; rescue teams composed of other officers and emergency medical personnel will follow the first officer into secured areas to treat and remove injured persons.
4. Keep in mind that even once you have escaped to a safe location, the entire area is still a crime scene; police will usually not let anyone leave until the situation is fully under control and all witnesses have been identified and questioned.

**Until you are released remain at whatever assembly point authorities designate.**

**CORAL ACADEMY OF SCIENCE LAS VEGAS**  
**SECTION II**  
**SCHOOL VIOLENCE-PREVENTION,**  
**PLANNING & RESPONSE**

**II. OBJECTIVES**

**This guide provides information from three perspectives:**

- 1) Early warning signs of potentially violent people;
  - 2) Steps to take in the unlikely event that a violent emergency occurs on the CASLV campus, and;
  - 3) General expectations regarding law enforcement agency procedures in the event of a crisis of this type.
- ✦ This information does not represent a comprehensive scope of violence and alternatives; however, it seeks to provide information to protect the lives of students and staff of CASLV.

**IV. WARNING SIGNS PRECEDING A POTENTIALLY LETHAL ACT**

The FBI has provided information that was obtained during a School Violence Summit in August 1998. The following warning signs include:

- ▶ A history of violence.
- ▶ A close family member who has committed a violent act.
- ▶ A history of alcohol or drug abuse.
- ▶ A precipitating event such as a failed romance or perception of a failed romance.
- ▶ Availability of a weapon or the means to commit violence.
- ▶ Recent attempts to commit suicide or violence.
- ▶ Lack of coping skills or strategies to handle personal life crisis.
- ▶ No family, friend or counseling support system.

**V. CUMULATIVE OFFENDER PROFILE**

The below listed factors may be indicators of potentially devastating violent acts, but they are by no means certain or present in every case.

- ⊕ Indicators of low self-esteem.
- ⊕ Previous acts of cruelty to animals.
- ⊕ Symptoms of child abuse, i.e. fire setting, extended bed-wetting, abusive to adults.
- ⊕ A fascination with firearms.
- ⊕ Disrespected by mother or family.
- ⊕ Lack of personal discipline.
- ⊕ Violence being seen as the only alternative.
- ⊕ Carefully planned crimes and thoroughly premeditated actual events.

The following list is a cumulative profile of offenders pertaining to six school shooting incidents only:

#### **Prevention, Planning and Response Options**

##### **Violence Prevention:**

- ◆ A school climate where all students feel included and welcome.
- ◆ Bullying, teasing, and harassment are unacceptable and addressed by all staff and other students.
- ◆ A school climate where students feel a responsibility for keeping their school safe.

##### **Assessment:**

- Establish a relationship with the student and parent.
- Consult with dean of students, school counselor, and teachers.
- Assess the student regarding unsuccessful social skills. Is he isolated, being bullied or ridiculed? Create social interventions.
- Assess the student for academic success. If the student demonstrates failure, research interventions.

##### **Interventions:**

- Express concerns with student and parent.
- Consult with key staff and develop a plan.
- Carefully monitor results of plan.
- Determine response if student behavior deteriorates.
- In consultation with psychologist, determine if a psycho-educational evaluation or mental health counseling should be recommended to the parent.

#### ***IT IS BETTER TO ERR ON THE SIDE OF CAUTION***

#### **VI WARNING SIGNS OF POTENTIALLY VIOLENT INDIVIDUALS**

We should never focus on just one group (children) as a potential threat in school violence. Adults as teachers, parents, or adults totally unrelated to the school may be introduced into the scenario. The following information is taken from "Combating Workplace Violence" authored by The Bureau of Justice Assistance.

There is no exact method to predict when a person will become violent. One or more of these warning signs may be displayed before a person becomes violent, but does not necessarily indicate that an individual will become violent. A display of these signs should trigger concern since they are usually exhibited by people experiencing problems.

- Irrational beliefs and ideas.
- Verbal, nonverbal, or written threats or intimidation.
- Fascination with weaponry and/or acts of violence.
- Expression or a plan to hurt himself or others.
- Externalization of blame.
- Unreciprocated romantic obsession.
- Fear reaction among students.
- Drastic change in belief systems.
- Displays of unwarranted anger.
- New or increased source of stress.
- Inability to take criticism.
- Feelings of being victimized.
- Intoxication from alcohol/drugs.
- Expression of hopelessness or heightened anxiety.
- Productivity and/or attendance problems.
- Violence towards inanimate objects.
- Steals or sabotages projects or equipment.
- Lack of concern for the safety of others.

#### VII. PERSONAL CONDUCT TO MINIMIZE VIOLENCE

Follow these suggestions in your daily interactions with people to deescalate violent situations. If at any time a person's behavior starts to escalate beyond your comfort zone **do the following**:

- ❖ Project calmness, move and speak slowly, quietly, and confidently.
- ❖ Be an empathetic listener; encourage the person to talk and listen patiently.
- ❖ Focus your attention on the other person to let them know you are interested in what they have to say.
- ❖ Maintain a relaxed yet attentive posture and position yourself at a right angle rather than directly in front of the other person.
- ❖ Acknowledge the person's feelings. Indicate that you can see he or she is upset.
- ❖ Ask for small, specific favors such as asking the person to move to a quieter area.
- ❖ Establish ground rules if unreasonable behavior persists. Calmly describe the consequences of any violent behavior.
- ❖ Use delaying tactics that will give the person time to calm down. For example, offer a drink of water (in a disposable paper cup).
- ❖ Be reassuring and point out choices. Break big problems into smaller, more manageable problems.
- ❖ Accept criticism in a positive way. When a complaint might be true, use statements like "You're probably right" or "It was my fault." If the criticism seems unwarranted, ask clarifying questions.
- ❖ Ask for recommendations. Repeat back to him what you feel he/she is requesting of you.
- ❖ Arrange yourself so that a visitor cannot block your access to an exit!
- ❖ Unless responsibilities dictate otherwise, escape at first opportunity.

### Emergency Procedures

If a person with a firearm is observed or reported in the vicinity of the school, immediately:

- Notify the office with information about the offender and location.
- Designated office personnel call 9-1-1
- Announce the offender's presence via the intercom and start Code Red protocol
- Turn off all lights.
- Place condition cards in windows (door and exterior window).
  - **Wounded inside, critical**
  - **Wounded inside, stable**
  - **Students inside, will evacuate upon order**
  - **Teacher has critical information**
- If communications are needed, call 911
- Remain in place until rescued by police or cleared by a school administrator who will call the classroom and provide the "All Clear" instructions.

OR

- If the offender(s) begin to enter your area you may need to evacuate.

### X. EXTERIOR EVACUATION:

Students are outside of building.

- ◆ Determine if the threat is outside or inside building.
- ◆ Advise students of exterior rally point.
- ◆ Move to rally point with students.
- ◆ Once at rally point, communicate via 911 the following:
  - Location of offender and exact threat.
  - Your rally point location.
  - Number of people with you.
  - Injuries and extent.
- ◆ Remain at rally point and contain students until rescued by police.

**If the threat emanates from outside the building:**

- Advise students to move into a designated classroom.
- Once inside the classroom, initiate Shelter in Place

### XI. INTERIOR EVACUATION:

Students are inside the building.

- ✘ Exit hallways.
- ✘ Secure students in classrooms.
- ✘ Lock and barricade hallway access door.
- ✘ Advise students of location of rally point (safe area).
- ✘ Access evacuation route.
- ✘ Once at rally point, communicate via 9-1-1 or School Police the following:
  - Your rally point location.
  - Number of people with you.
  - Injuries and extent.
- ✘ Remain at rally point and contain students until rescued by police.

### Action Steps for Students

*There is much students can do to help create safe schools. Talk to your teachers, parents, and counselor to find out how you can get involved and do your part to make your school safe. Here are some ideas that students in other schools have tried:* Listen to your friends if they share troubling feelings or thoughts. Encourage them to get help from a trusted adult—such as a parent, counselor, social worker, leader from the faith community, or other professional. If you are very concerned, seek help for them. Share your concerns with your parents.

- Create, join, or support student organizations that combat violence, such as “Students Against Destructive Decisions” and “Young Heroes Program”.
- Work with local businesses and community groups to organize youth-oriented activities that help young people think of ways to prevent school and community violence. Share your ideas for how these community groups and businesses can support your efforts.
- Organize an assembly and invite your school psychologist, school social worker, and counselor—in addition to student panelists—to share ideas about how to deal with violence, intimidation, and bullying.
- Get involved in planning, implementing, and evaluating your school’s violence prevention and response plan.
- Participate in violence prevention programs such as peer mediation and conflict resolution. Employ your new skills in other settings, such as the home, neighborhood, and community.
- Work with your teachers and administrators to create a safe process for reporting threats, intimidation, weapon possession, drug selling, gang activity, graffiti, and vandalism. Use the process.
- Ask for permission to invite a law enforcement officer to your school to conduct a safety audit and share safety tips, such as traveling in groups and avoiding areas known to be unsafe. Share your ideas with the officer.
- Help to develop and participate in activities that promote student understanding of differences and that respect the rights of all.
- Volunteer to be a mentor for younger students and/or provide tutoring to your peers.
- Know your school’s code of conduct and model responsible behavior. Avoid being part of a crowd when fights break out. Refrain from teasing, bullying, and intimidating peers.
- Be a role model—take personal responsibility by reacting to anger without physically or verbally harming others.

- Seek help from your parents or a trusted adult—such as a school psychologist, social worker, counselor, teacher—if you are experiencing intense feelings of anger, fear, anxiety, or depression.

### **Tips for Parents**

*Parents can help create safe schools. Here are some ideas that parents in other communities have tried:*

- Discuss the school's discipline policy with your child. Show your support for the rules. Help your child understand the reasons for them.
- Involve your child in setting rules for appropriate behavior at home.
- Talk with your child about the violence he or she sees—on television, in video games, and possibly in the neighborhood. Help your child understand the consequences of violence.
- Teach your child how to solve problems. Praise your child when he or she follows through.
- Help your child find ways to show anger that do not involve verbally or physically hurting others. When you get angry, use it as an opportunity to model these appropriate responses for your child— and talk about it.
- Help your child understand the value of accepting individual differences.
- Note any disturbing behaviors in your child. For example, frequent angry outbursts, excessive fighting and bullying of other children, cruelty to animals, fire setting, frequent behavior problems at school and in the neighborhood, lack of friends, and alcohol or drug use can be signs of serious problems. Get help for your child. Talk with a trusted professional in your child's school or in the community.
- Keep lines of communication open with your child—even when it is tough. Always encourage your child to let you know where and with whom he or she will be. Get to know your child's friends.
- Listen to your child if he or she shares concerns about friends who may be exhibiting troubling behaviors. Share this information with a trusted professional, such as the school psychologist, principal, or teacher.
- Be involved in your child's school life by supporting and reviewing homework, talking with teacher(s), and attending school functions such as parent conferences, class programs, open houses, and PTO meetings.
- Work with your child's school to make it more responsive to all students and to all families. Share your ideas about how the school can encourage family involvement, welcome all families, and include them in meaningful ways in their children's education.
- Encourage your school to offer before- and after-school programs.
- Volunteer to work with school-based groups concerned with violence prevention. If none exist, offer to form one.
- Find out if there is a violence prevention group in your community. Offer to participate in the group's activities.
- Talk with the parents of your child's friends. Discuss how you can form a team to ensure your child's safety.
- Find out if your employer offers provisions for parents to participate in school activities.

**Appendix A - FBI Bomb Threat Call Checklist**

Bomb Threat Card: Place this card under your telephone.

**Questions to Ask**

- 1. When is bomb going to explode?
- 2. Where is it right now?
- 3. What does it look like?
- 4. What kind of bomb is it?
- 5. What will cause it to explode?
- 6. Did you place the bomb?
- 7. Why?
- 8. What is your address?
- 9. What is your name?

**Exact Wording of the Threat**

- Sex of caller.
- Race of caller

**Bomb Threat Management**

- Age of caller.
- Number at which call is received.
- Time of call.
- Date of call.

**Caller's Voice**

- Calm.
- Angry.
- Excited.
- Slow.
- Rapid.
- Soft.
- Loud.
- Laughter.
- Crying.
- Normal.
- Distinct.
- Slurred.
- Nasal.
- Stutter.
- Lisp.
- Raspy.
- Deep.
- Ragged.
- Clearing throat.
- Deep breathing.
- Cracking voice.
- Disguised.
- Accent.
- Familiar (who did it sound like?)
- Whispered.

**Background Sounds**

- Street noises.
- Crockery.
- Voices.
- PA System.
- Music.
- House noises.
- Motor.
- Office machinery.
- Factory machinery.
- Animal noises.
- Clear.
- Static.
- Local.
- Long distance.
- Other.

**Threat Language**

- Well spoken (educated).
- Incoherent.
- Taped (message read by threat maker?)
- Foul.
- Irrational.

**Remarks**

Report call immediately to: [ \_\_\_\_\_ ]  
Phone number: [ \_\_\_\_\_ ]  
Date: [ \_\_\_\_\_ ]  
Name: [ \_\_\_\_\_ ]  
Position: [ \_\_\_\_\_ ]  
Phone Number: [ \_\_\_\_\_ ]

**Composite Exhibit D-2**

**“Environmental Management and Impact Mitigation Plan”**

# **Environmental Management and Impact Mitigation Plan**

**For the Coral Academy of Science Las Vegas**

**July 17, 2017**



Prepared for:

**Coral Academy of Science Las Vegas**

Prepared By:



3265 North Fort Apache Road, Suite 110  
Las Vegas, Nevada 89129

*Coral Academy of Science Las Vegas*  
*Environmental Management and Impact Mitigation Plan*

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## **Acronyms and Abbreviations**

<b>AFB</b>	Air Force Base
<b>AHERA</b>	Asbestos Hazard Emergency Response Act
<b>BMP</b>	Best management practices
<b>CCDAQ</b>	Clark County Department of Air Quality
<b>CCSD</b>	Clark County School District
<b>CWA</b>	Clean Water Act
<b>EA</b>	Environmental assessment
<b>EIS</b>	Environmental Impact Statement
<b>EPA</b>	Environmental Protection Agency
<b>ESA</b>	Endangered Species Act
<b>MSHCP</b>	Multiple Species Habitat Conservation Plan
<b>NESHAP</b>	National Emission Standards for Hazardous Air Pollutants
<b>NDEP</b>	Nevada Department of Environmental Protection
<b>PUP</b>	Pesticide Use Proposal
<b>SHPO</b>	State Historic Preservation Office
<b>SPCC</b>	Spill Prevention, Control and Countermeasures
<b>SWPP</b>	Stormwater Pollution and Prevention Plan
<b>USAF</b>	U.S. Air Force
<b>USFWS</b>	United States Fish and Wildlife Service

## **1.0 Introduction**

This environmental mitigation and impact monitoring plan was developed to identify pertinent federal, state, and local government mitigation measures, management plans and permits that likely would be required to construct and operate the Coral Academy of Science Las Vegas (Academy). The elements of the proposed project that were considered in this evaluation included construction of an approximately 50,000 to 70,000-square-foot charter school facility on 10.18 acres.

To ensure that a thorough and comprehensive assessment of the environmental management and impact mitigation was completed, the Nellis Air Force Base (AFB) School Initiative Environmental Assessment (EA) was reviewed and environmental mitigation measures were summarized in this plan. Additionally, guidance for management plans was provided and potential permits were identified and included, including many that are not strictly environmental. Compliance with federal, state, and local laws, rules, and regulations will require timely coordination to ensure successful acquisition of the required permits, approval, and licenses for this project.

This report contains a summary of the proposed action, followed by a discussion of both mitigation measures and key environmental permits and approvals, and an appendix with detailed permit information.

## **2.0 Project Description**

The project area includes 10.18 acres of land on Nellis AFB located in Clark County, Nevada. Nellis AFB proposes to lease base property to the Academy to construct and operate a single- or multi-story, approximately 50,000 to 70,000-square-foot charter school facility with classrooms, playground, 300-space parking lot, and landscaping. The new school would connect to existing communication, electrical, gas, water, and sewer lines. No asbestos-containing or lead-containing materials would be used to construct the new school and all water fixtures would be lead free. The project is designed to meet the increasing Clark County School District (CCSD) student population by providing education for approximately 800 to 1,000 pre-kindergarten through eighth grade students, up to 400 more students than the existing Lomie Gray Heard School, which would potentially close after construction of the new facility.

## **3.0 Mitigation Monitoring**

This environmental management and impact mitigation plan is intended to ensure that each proper permitting and mitigation measure is implemented. Table 1 highlights impacts and mitigation measures identified by the Nellis AFB School Initiative EA prepared by the U.S Air Force (USAF) in December 2014.

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**Table 1. Mitigation Monitoring Plan**

Resource and Impact	Mitigation	Mitigation Implementation			Responsibility	
		One Time	Ongoing	Timing	Mitigation Implementation	Mitigation Monitoring
<b>Biological Resources</b>						
Impact to threatened or endangered species federally protected under the Endangered Species Act (ESA)	A one-time Multispecies Habitat Conservation Plan (MSHCP) mitigation fee of \$550/acre, unless previously paid.	x		Prior to facility construction	Biologist retained by Applicant	Nellis Environmental Services
Impact on ground-nesting birds at the project site	Conduct a nesting bird survey prior to ground disturbance during the nesting season (March 15 - August 30). If nesting birds are located within 500 feet of the construction zone, recommend construction timing, buffers, or measures to ensure that no significant impacts to such species would occur. Delay construction until young have fledged, if necessary. Implement passive relocation techniques (e.g., remove nesting habitat prior to breeding period), if appropriate.	x		Prior to facility construction	Biologist retained by Applicant	Nellis Environmental Services
<b>Cultural Resources</b>						
Impact to Lomie Gray Heard School buildings	Assess Lomie Gray Heard School buildings for historical significance and complete State Historic Preservation Office (SHPO) consultation prior to demolition.	x		Prior to facility demolition	Archaeologist retained by Applicant	Nellis Environmental Services
<b>Air Quality</b>						
Impact of construction-generated emissions from ground surface	Obtain a Clark County Dust Control Permit from Clark County Department of Air Quality (CCDAQ).	x		Prior to construction	Construction Contractor	CCDAQ

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**Table 1. Mitigation Monitoring Plan**

Resource and Impact	Mitigation	Mitigation Implementation			Responsibility	
		One Time	Ongoing	Timing	Mitigation Implementation	Mitigation Monitoring
preparation at the project site	Implement best management practices (BMPs) to minimize fugitive dust: water active construction as necessary to minimize fugitive dust; suspend ground-disturbing operations when winds exceed 25 miles per hour, as directed by CCDAQ; and sweep streets at the end of each day if track out (visible soil materials) are carried onto adjacent paved roads.		x	Throughout construction	Construction Contractor	CCDAQ
	Implement proper and routine maintenance of all vehicles and construction equipment to ensure emissions are within the design standards of all construction equipment.		x	Throughout construction	Construction Contractor	CCDAQ
<b>Water Resources</b>						
Impacts at the project site from an accidental leak or spill of fuels or chemicals	Obtain a Stormwater Construction Permit from the Nevada Department of Environmental Protection (NDEP) prior to construction.	x		Prior to construction	Construction contractor	NDEP
	Prepare a Stormwater Pollution and Prevention Plan (SWPPP); the stormwater detention basin south of Stafford Drive would be modified to accommodate the increased hard surface runoff volume.	x		Prior to construction	Construction contractor	NDEP
	Stabilize disturbed soils after construction to minimize erosion.	x		Prior to construction	Construction contractor	NDEP
	Prepare a spill contingency plan to prevent and clean up spills.	x		Prior to construction	Construction contractor	NDEP

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Table 1. Mitigation Monitoring Plan

Resource and Impact	Mitigation	Mitigation Implementation			Responsibility	
		One Time	Ongoing	Timing	Mitigation Implementation	Mitigation Monitoring
	Implement the Stormwater Pollution and Prevention Plan (SWPPP) and spill contingency plan.		x	Throughout construction	Construction contractor	NDEP
	Implement post-construction stormwater controls, including a detention basin and revegetation to minimize long-term impacts on surface water associated with excess stormwater runoff during rain events.		x	Throughout construction	Construction contractor	NDEP
<b>Transportation</b>						
Impact to traffic accessing security gates for Area III during school commute times	Manage Nellis AFB Gate Access: Current security clearance measures at the Area III gate may need to be modified to prevent excess backup traffic on East Craig Road and Las Vegas Boulevard North. Changes may include express gate clearance during certain hours, open gates during certain hours, and opening of additional gates for school access during certain hours. Otherwise a Traffic Management Plan would be required.		x	Throughout operation	Nellis AFB	Nellis Environmental Services
<b>Noise</b>						
Impact to ambient noise to some homes adjacent to the project site	Limit construction hours per Lease Section 4.03(c) requirements: 6AM to 10PM or City of North Las Vegas guidelines: 6AM to 9PM or Nellis AFB guidelines.		x	Throughout construction	Construction contractor	Nellis Environmental Services

*Coral Academy of Science Las Vegas*  
*Environmental Management and Impact Mitigation Plan*

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## **4.0 Plans**

This section provides more detail on key identified permits as required by the Lease, Sec. 4.03(c), including regulatory information and specific plan requirements.

### **4.1 Spill Plan**

Per Lease Section 4.03(c) requirements, a Spill Prevention, Control and Countermeasure (SPCC) Plan would be prepared and implemented.

Under Section 311(j)(1)(C) of the CWA, the EPA's oil spill prevention program published the SPCC rule in 1974. This rule helps facilities prevent a discharge of oil into navigable waters. A facility is covered by the SPCC rule if it has an aggregate aboveground oil storage capacity greater than 1,320 U.S. gallons and there is a reasonable expectation of an oil discharge into or upon navigable waters of the United States.

A SPCC Plan describes oil handling operations, spill prevention practices, discharge or drainage controls, and the personnel, equipment and resources at the facility that are used to prevent oil spills from reaching navigable waters. A SPCC Plan must be certified by a licensed Professional Engineer (PE) unless the facility meets self-certification criteria. Although each SPCC Plan is unique to the facility, there are certain elements that must be described in every Plan including:

- Operating procedures at the facility to prevent oil spills;
- Control measures (such as secondary containment) installed to prevent oil spills from entering navigable waters or adjoining shorelines; and
- Countermeasures to contain, cleanup, and mitigate the effects of an oil spill that has impacted navigable waters.

### **4.2 Asbestos Disposal Plan**

Per Lease Section 4.03(c) requirements, an Asbestos Disposal Plan would be prepared and implemented at the construction facility.

The EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations under the Clean Air Act specify work practices for asbestos to be followed during demolitions and renovations of all structures, installations and buildings. The regulations require the owner or operator to notify the appropriate state agency before any demolition, or before any renovations of buildings that could contain a NESHAP's threshold amount of asbestos or asbestos-containing material. In addition, particular manufacturing and fabricating operations cannot emit visible emissions into the outside air or must follow air-cleaning procedures, as well as follow NESHAP's requirements when removing asbestos-containing waste. Furthermore, the Asbestos Hazard Emergency Response Act (AHERA) requires public

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*Environmental Management and Impact Mitigation Plan*

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school districts and non-profit schools including charter schools and schools affiliated with religion institutions to:

- Inspect their schools for asbestos-containing building material
- Prepare management plans and to take action to prevent or reduce asbestos hazards

Disposal of asbestos waste is regulated by the Southern Nevada Health District and requires an Asbestos Waste Transportation Permit. A fee schedule of \$500 for an initial waste asbestos transportation permit, with additional \$150 for each subsequent friable waste asbestos transportation permit. A reduced rate of \$118 for non-friable asbestos waste transportation permits if the proper documentation is provided.

### **4.3 Pesticide Management Plan**

Per Lease Section 4.03(c) requirements, a Pesticide Management Plan would be prepared and implemented.

An integrated pest management plan takes advantage of all appropriate pest management strategies, including the judicious use of pesticides. This provides an effective and environmentally sensitive approach. A school Pesticide Management Program should prescribe common sense strategies to reduce sources of food, water and shelter for pests in school buildings and grounds. Although cultural, biological, physical and mechanical methods must be considered for a successful Pesticide Management Plan, the use of chemicals is often the most beneficial and cost-effective for prevention and control of weeds.

A school Pesticide Management Plan provides an opportunity to create a safer learning environment by reducing children's expose to pesticides as well as eliminate pests.

### **4.4 Soils Management Plan**

Per Lease Section 4.03(c) requirements, a Soils Management Plan would be prepared and implemented.

A Soils Management Plan provides information on and direction for managing stockpiles, off-site disposal in case there are excess spoils material, import of soils if that proves necessary, erosion and silt control, and minor residual contamination (if present) in soil that may be disturbed during construction.

### **4.5 Hazardous Materials Management Plan**

The Lessee shall submit a full list of hazardous material products (i.e. paint, cleaning solutions, pesticides, herbicides, etc.) and corresponding safety data sheets (SDS) to the installation Hazardous Material Market (HAMART) for review and approval and incorporation into a User Authorization List (UAL) for the facility. The HAZMART is located in Building 811; telephone number 702-652-9856. The Lessee will not be permitted to use, nor bring any products onto the base that are not listed in the approved UAL. Handling, storage and application of hazardous materials at the facility must be in

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accordance with Air Force Instruction AFI 32-7086, *Hazardous Materials Management*, and all applicable DoD, Federal, State and local regulations and policies.”

## 5.0 Permits

This section provides more detail on key remaining departmental permits that may be needed, the approving agency, and the time frame for which each application will be submitted. Authorizing agencies would issue permits upon receipt of applications, fees, and supporting documents.

### 5.1 Federal

The ESA of 1973, as amended, provides protection for species of fish, wildlife, and plants that are listed as threatened or endangered with extinction. Section 10 of the ESA includes provisions to address protected species on private property. Mitigation fees will be paid under Section 10 for the development on private land. A countywide MSHCP was completed under Section 10 of the ESA with the U.S. Fish and Wildlife Service (USFWS) and addresses 79 species located on private property in Clark County.

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**Agency Name and Address**

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U.S. Fish and Wildlife Service  
4701 N Torrey Pines Dr.  
Las Vegas, NV 89130-2301  
Contact: Michael Burroughs  
Office Hours 7:30-4:30  
Phone: 702-515-5230, Fax: 702-515-5231

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**Forms and Submittals**

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See Scheduling and Fees.

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**Scheduling**

---

Permit pulled by Contractor just prior to beginning construction.

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**Fees**

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Construction contractor to pay desert tortoise fees of \$550/acre on private land in desert tortoise habitat.

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**Additional Information**

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Migratory Bird Treaty Act compliance is also administered by USFWS, and the following the MSHCP does not automatically ensure compliance. For example, if Burrowing Owls occur at the site, the Treaty Act protects the birds and their nests, and prohibits activities that cause birds to leave nests. It does not protect habitat. Clearing owl burrows in the non-breeding season ensures compliance with the Treaty Act and does not specifically require consultation with USFWS.

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## 5.2 State

The following state agencies will issue permits.

### Nevada Department of Environmental Protection

An NDEP General Stormwater Permit for construction activities is required for construction activities that disturb more than 1 acre of land; therefore, it is anticipated that this permit will be required.

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#### Agency Name and Address

Stormwater Coordinator  
Bureau of Water Pollution Control  
Nevada Division of Environmental Protection  
92030 E. Flamingo Rd, Suite 230  
Las Vegas, NV 89119  
Phone: 702-486-2850

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#### Forms and Submittals

Submit the following materials prior to construction:

- Notice of Intent, which provides general information
- General Stormwater Permit NVR100000 application

Upon project completion, contractor will submit a Notice of Termination.

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#### Scheduling

Permit is valid upon electronic submission of permit application and receipt of confirmation letter, usually within 2 days. Permit issuance is required prior to construction/discharge activities. Preparation of a SWPP is required.

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#### Fees

\$200.00 application fee and a \$200.00 annual fee.

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#### Additional Information

Permit duration is 1 year. To renew the permit, an additional \$200 application fee is required (no need to resubmit Notice of Intent). A SWPP that describes how the applicant intends to control runoff from the construction site must be completed and kept onsite, but does not need to be submitted.

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**Nevada Department of Transportation**

A Traffic Control Plan may be required if the proposed project will affect traffic on public roadways under their jurisdiction. The proposed project is located within Nellis AFB, however should construction commute traffic affect surrounding roadways: Las Vegas Boulevard North, East Craig Road to Nellis AFB Craig Road Gate, and North Nellis Boulevard to Nellis AFB Tyndall Avenue Gate then NDOT would require a transportation plan to manage ingress and egress of construction traffic from these areas.

**Agency Name and Address**

Nevada Department of Transportation  
District I  
P.O. Box 170  
123 E. Washington Ave  
Las Vegas, NV 89125  
Phone: 702-385-6500

**Forms and Submittals**

Contractor will submit a Traffic Control Plan prior to construction.

**Scheduling**

16 to 30 days.

**Fees**

None.

**Additional Information**

N/A.

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### 5.3 Clark County, Nevada

CCDAQ requires a Dust Control Permit for soil disturbing project greater than or equal to 0.25 acres. A Dust Mitigation Plan is required as part of this permit for all construction projects.

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#### Agency Name and Address

Clark County Department of Air Quality  
4701 W. Russell Rd Suite 200  
Las Vegas, Nevada 89118  
Phone: 702-455-5942 Fax: 702-383-9994

[http://www.clarkcountynv.gov/airquality/compliance/Pages/Compliance\\_DustForms.aspx](http://www.clarkcountynv.gov/airquality/compliance/Pages/Compliance_DustForms.aspx)

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#### Forms and Submittals

Submit the following materials prior to construction:

- Application for Dust Control Permit
- Location map
- Dust Mitigation Plan

This permit is required for construction activities in Clark County, Nevada, impacting greater than 0.5 acre or 100 feet of trench. A sign must be displayed prior to construction per 17.5.1.6 CCDAQ Management regulations.

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#### Scheduling

The Department of Air Quality Management may take up to 7 days to issue a permit.

---

#### Fees

\$144.00 per disturbed acre.

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#### Additional Information

Permits are issued for up to 1 year from date received. If project continues past 1 year, applicant must reapply for a new permit before the existing permit expires for disturbance on the remaining acreage.

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#### **5.4 Coordination with Utilities**

Note that coordination may have to occur with existing utilities that have gas lines, water- and wastewater lines, power lines, telephone and fiber optic lines, or other linear facilities.

**Composite Exhibit D-3**

**“Construction Management Plan”**

**CASLV School at Nellis Air Force Base  
CONSTRUCTION MANAGEMENT PLAN**



**U.S. AIR FORCE**



**WRC**

Water Resource Consultants



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## 1.0 Introduction and Overview

Coral Academy of Science Las Vegas (CASLV) is a state sponsored tuition free public charter school that was started in Henderson, Nevada within the Las Vegas Valley; serving as a zone free, public, college-prep charter school for grades K-12. The school has an emphasis in the areas of Math, Science, and Technology.

C2K Architecture Inc. is a collaborative and diverse design firm based in Portland, Oregon. The firm specializes not in a specific "building type" but in building relationships based on their performance with all project types. The firm has successfully completed projects ranging in sizes from small academic and office additions/renovations to ground up 500 unit 22 story towers. Within these successful projects includes the Warrior Fitness Center located on Nellis Air Force Base. Completed in 2012, this 113,000 square foot fitness and training facility won the 2010 AF design award.

Water Resource Consultants has been working within the greater Las Vegas area helping to develop and construct numerous projects ranging in type and size from Water Reclamation facilities to Medical Office buildings. Their portfolio includes several projects on Nellis Air Force Base including the Warrior Fitness Center.

## 1.1 Objectives

The objectives of this Construction Management Plan are to provide a roadmap that generally defines how we will construct the project. Key drivers for our behaviour being:

- Provide a safe working environment for all our workforce
- Planned work methods that make full consideration of the requirements for safe construction, quality in delivery, timely execution, and cost effective construction.
- Substantial Completion to be achieved by June 30<sup>th</sup> 2019
- Established early procedures that demonstrate and measure Best for Project, highest value
- Ensure that the operators have a complete understanding of the facility
- Deliver a finished product that is a flagship for the United States Air Force and CASLV

## 1.2 Critical Success Criteria

- Having zero lost time incidents, accidents, classified injuries during construction, commissioning.
- Zero breaches of environmental standards and Nellis Air Force Base agreed standards
- Following precisely the master schedule in our delivery process hitting all key dates
- Direct job cost achievement below the maximum set in our Cost Plan
- Procurement selections that meet or exceed the demands of the engineered specifications and drawings
- Operations and Maintenance documentation that allows for efficient ongoing operability

- Excellence in communication and team spirit.

### **1.3 Key Dates**

The key milestone dates that specifically impact our performance are listed in the following table; refer to attached project schedule.

### **1.4 The Delivery Team**

Attached to this plan is the Organization chart that provides the line of communication for information flow, defines the roles and reporting lines.

### **1.5 Meetings**

Quality communication is vital in meeting our core objectives. Meetings will be held weekly between the Construction Manager and all the site service providers, both self perform and subcontracted work. Key items for discussion being;

- Safety
- Progress
- Quality Assurance and Quality Control, including audit feedback
- Construction Methodologies
- Schedule updates and verification
- Materials and Equipment deliveries and handling
- Technical Queries, unresolved issues
- Contractual issues affecting The Agreement

## **2.0 Construction Methodology (to be updated by General Contractor)**

### **2.1 Construction Strategy**

Labor and Resources will be managed to avoid large steps in demand through effective scheduling.

Our strategy will be focused on achieving the following;

- Meeting our June 30<sup>th</sup> 2019 Substantial Completion date
- Meeting our Performance Requirements
- Achieving Value for Money in our methodologies selection process
- Disruptions will be minimized to the existing community.
- Meeting our safety requirements

## **2.2 Construction Planning and Work Breakdown**

The Work Breakdown Structure (WBS) represents the project execution strategy and create the basis for the Cost Plan that we will use to monitor and track costs on a monthly basis.

The WBS is also utilized in creating a Master Schedule for the project using Critical Path Analysis.

### **2.2.1 Mobilization**

Attach a Mobilization plan that demonstrates how you intend to mobilize on site, and includes the layout of temporary facilities, statutory obligations associated with site mobilization, site boundary conditions, and a work breakdown for the first 100 days of execution following the Notice to Proceed.

- An early procurement register if it has been identified in the Procurement Plan
- Provide a diagram showing how Vehicles will generally access and egress the site.

### **2.2.2 Earthworks**

### **2.2.3 Concrete/Masonry**

### **2.2.4 Building Structures**

### **2.2.5 Site and Intermediate Structures**

### **2.2.6 Civil Works**

### **2.2.7 Mechanical Works**

### **2.2.8 Electrical Works**

### **2.2.9 Low Voltage**

### **2.2.10 Finishes**

### **3.0 Construction Processes (to be updated by General Contractor)**

#### **3.1 Work Method Statements**

Construction Work method statements will be developed to control the work. At a minimum each method statement will include;

- Scope of work covered by the method statement
- Interfaces with other work where applicable
- Reference to standard specific procedures
- Main equipment and materials listings
- Safety review
- Inspection and Test Plans (ITP's), checklists and forms applicable
- Preparation works or drivers confirmed to be completed prior to start of work activity.
- Detailed schedule mapping the work process
- Quality records required to be filed on SharePoint following completion of the activity

All work method statements will be subjected to a risk/hazard review to ensure these risks are adequately managed/mitigated in the execution of the work. This includes all temporary works and equipment necessary to complete the activity.

#### **3.2 Specifications and Procedures**

The work will generally be constructed in accordance with the specifications, standards and drawings provided by the Design Team and NAFB, these will be incorporated with our method statements

Deviations identified from the As-Bid documentation must follow our Change Management procedure.

Our Quality Plan highlights in detail our procedure for managing the Submittals process contained within the specifications. Key to our progress is to ensure that all prequalifications, Notice of Commencements, quality inspection hold points, tests and measurements, submittal documentation requirements, are recognized and included in our method statements.

#### **3.3 Quality Management**

Quality control in our daily activities will include inspection checklists and quality forms that will confirm that the works are being constructed in accordance with the City requirements. Inspection and Test Plan Checklists identify the required inspection and test points to be witnessed during the construction process including;

- Work sequencing and the associated inspection and test points
- Responsibility for carrying out inspection and testing
- Methods to be used
- Acceptance criteria
- Measurements and tests required for calibrated equipment
- Witness and hold points specified by the Engineer
- Documentation to be provided to the Engineer or Director

### 3.4 Testing

All laboratory tests undertaken during the construction phase will be performed by independent laboratories approved by NAFB. Our nominations include;

- Ninyo & Moore

### 4.0 Labor and Subcontracts (to be updated by General Contractor)

The total peak labour estimated for the project will occur in \_\_\_\_\_, and is estimated to be \_\_\_\_\_ persons. The major categories being structural, mechanical and electrical trades.

The Superintendents and Supervisors will be responsible for the day to day coordination and management of the self perform teams and subcontractors.

Field Engineers will support procurement and operations and monitor and report on progress and performance. They will issue minutes of meetings including actions arising from those meetings.

### 4.1 Subcontractors and Suppliers

Subcontractors shall be responsible for the direct supervision of their labour force. They shall be responsible for the welfare and employment terms and conditions of their staff.

The Construction Manager and his team will provide coordination support, guidance and direction where it is deemed both necessary and in the best interests of the subcontractor's works and other works being performed on site.

Any instruction provided by the Construction Manager or his team cannot be recognized as grounds for a variation to the subcontract unless specifically approved by the Project Manager.

All subcontractors and suppliers labour force utilized in the construction of the works shall be adequately trained and experienced. Their supervisory staff shall also be trained in labour management to prevent/mitigate disruptions to their works.

## **5.0 Construction Schedule (to be updated by General Contractor)**

### **5.1 Master Schedule**

Attached to this plan is the Current Master Schedule for the project. The scheduling of the works has been based on 5 days per week, 9 hours per day recognizing all statutory holidays in the State of Nevada.

### **5.2 Look-ahead schedules**

During the construction and as part of our work method statements, 3 week lookahead and 3 month lookahead schedules will be utilized in managing the short and long-term goals for the project.

Weekly mapping sessions will be held by the project team to measure performance against the lookahead plans and make any adjustments necessary to account for reduced productivity or unforeseen events that may have negatively impacted the schedule.

## **6.0 Occupational Health and Safety (to be updated by General Contractor)**

We have developed a consistent approach for managing occupational health and safety related risks and processes. This is included in the development of our work method statements and will drive our behaviour in the execution of the works.

## **7.0 Risk Evaluation and Contract Hazard Analysis (to be updated by General Contractor)**

Our project risk assessment has been completed using our risk tool and our risk management strategy includes assigning our top 20 risks to project team members. This ensures accountability for this risk and allows easy tracking of our mitigating strategies for the risk.

The basic evaluation steps include;

- Establish the context: review activity and main assumptions for its delivery. Set the framework for risk analysis
- List the risks and their causes and determine what, how, why things may go wrong.
- Estimate the likelihood of the risk occurring and the potential consequences and reach of its effect on the project as a whole. Score the risk.
- Determine what risks should be given a high priority and evaluate how effective risk reduction can be achieved
- Continually monitor and review during the delivery phase.

## **8.0 Controls (to be updated by General Contractor)**

### **8.1 Material Control**

The receipt, handling, storage and tracking of equipment and materials is defined in our Quality Management Plan and Procurement Plan.

### **8.2 Document Control**

All project documents and data will be registered and controlled using the Projects SharePoint document management system. This will involve and include the issuing and receiving of all contractual documentation, engineering documentation, City correspondence, vendors, suppliers, subcontractor, subconsultant documentation.

The Document Controller will be responsible for receiving, maintaining and distributing all project documentation issued for construction use. It is his responsibility to ensure that the latest revisions of approved project documents are forwarded to the project construction team.

The Quality Manager has the responsibility of ensuring that the system, procedure and processes are sufficient, adequate and serving the construction team as originally intended. He also has the responsibility of ensuring audits are completed in accordance with quality procedures and loaded onto the SharePoint site, with all recommendations being assigned to individuals and actioned.

### **8.3 RFI/Technical Queries**

Technical queries and construction issues raised by the General Contractor and subcontract teams and will be handled in accordance with the procedures outlined in our Quality Management Plan.

### **8.4 Non-Conforming Work and Processes**

Refer to our Quality Management Plan.

Non-conforming materials or products, including plant and equipment found to be faulty or requiring repairs, will be identified (tagged) to ensure they are not inadvertently used or remain constructed in the permanent works.

The basic steps for the construction team being:

- Identify and tag the source of non-conformance
- Segregate and or remove where practical
- Document using the Non-Conformance Report contained in our Standard Forms section of our SharePoint site
- Carry out a full evaluation to determine its disposition
- Review and approve
- Follow up to ensure corrective action is implemented.

Non Conformances identified on subcontracted works should follow the NCR procedure and the Construction Manager needs to include the appropriate subcontract representation in the evaluation, review and approve steps.

The Quality Manager is responsible for the upkeep of the Non Conformance Register on the SharePoint site, as each NCR is investigated, reviewed and corrective actions implemented.

## **8.5 Change Management**

Change Management on the project will conform to any NAFB change management procedures. No change will be accepted unless it follows and conforms to this procedure. The procedure is comprehensive and includes the change management mapping flow chart, project change notification forms, and the change management register.

The management of change is the principal responsibility of the Project Manager and Construction Manager.

Change may include but not be limited to the following:

- Changes to the scope of work or deliverables
- Change to performance or design criteria
- Change to sequencing of activities
- Change to the NAFB requirements
- Changes in the Commercial Terms and Conditions
- Changes to the previously identified risks associated with an environmental or political change.

### **8.5.1 Purpose**

The purpose of the change management system is to:

- Provide early warning signals for significant change that could impact project
- Ensure full impact and implications are identified, understood and documented.
- Maintain control over the project budget, schedule and quality.
- Keep all members of the project team informed of change
- Take advantage of mitigation strategies early in the process
- Provide audit trail for change events

### **8.5.2 Procedures**

The basic procedure for change management is as follows:

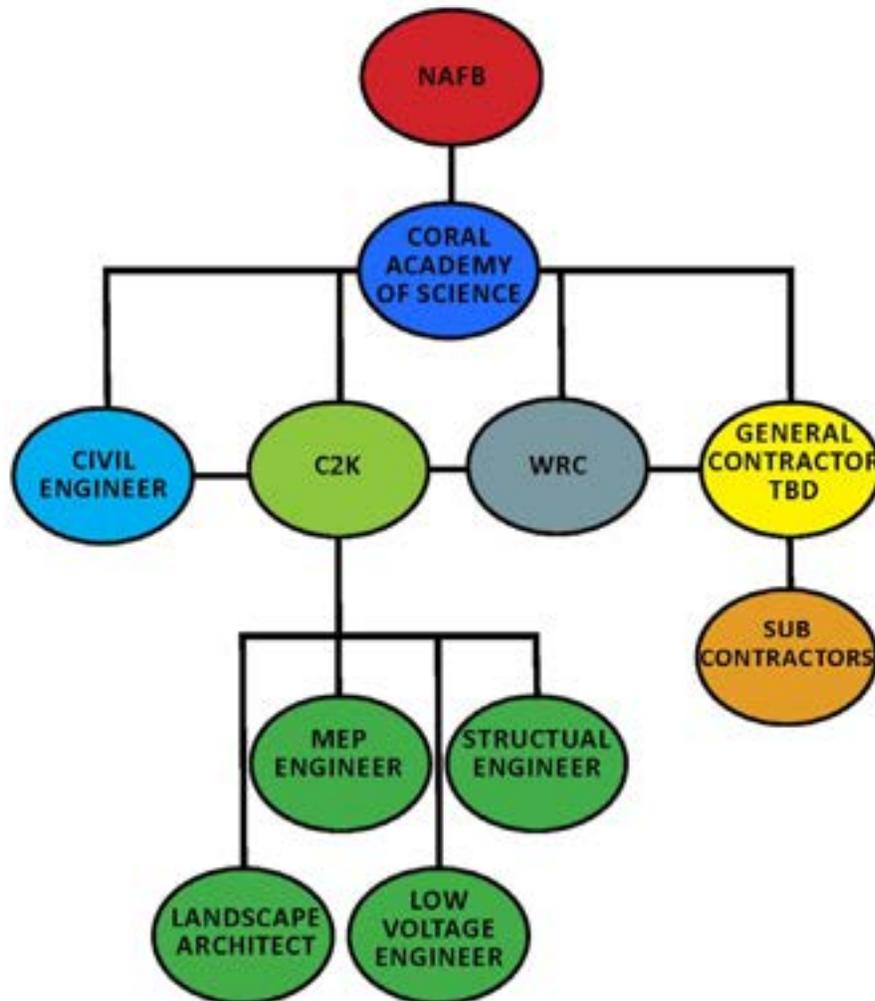
## **9.0 Construction Closeout and Demobilization (to be updated by General Contractor)**

The project construction closeout and demobilization will follow the procedures as defined by NAFB and CASLV. The basic steps of which are listed in our Project Management Plan.

Additional requirements not identified in these procedures but required in our Agreement will be taken into account and implemented prior to Substantial Completion.

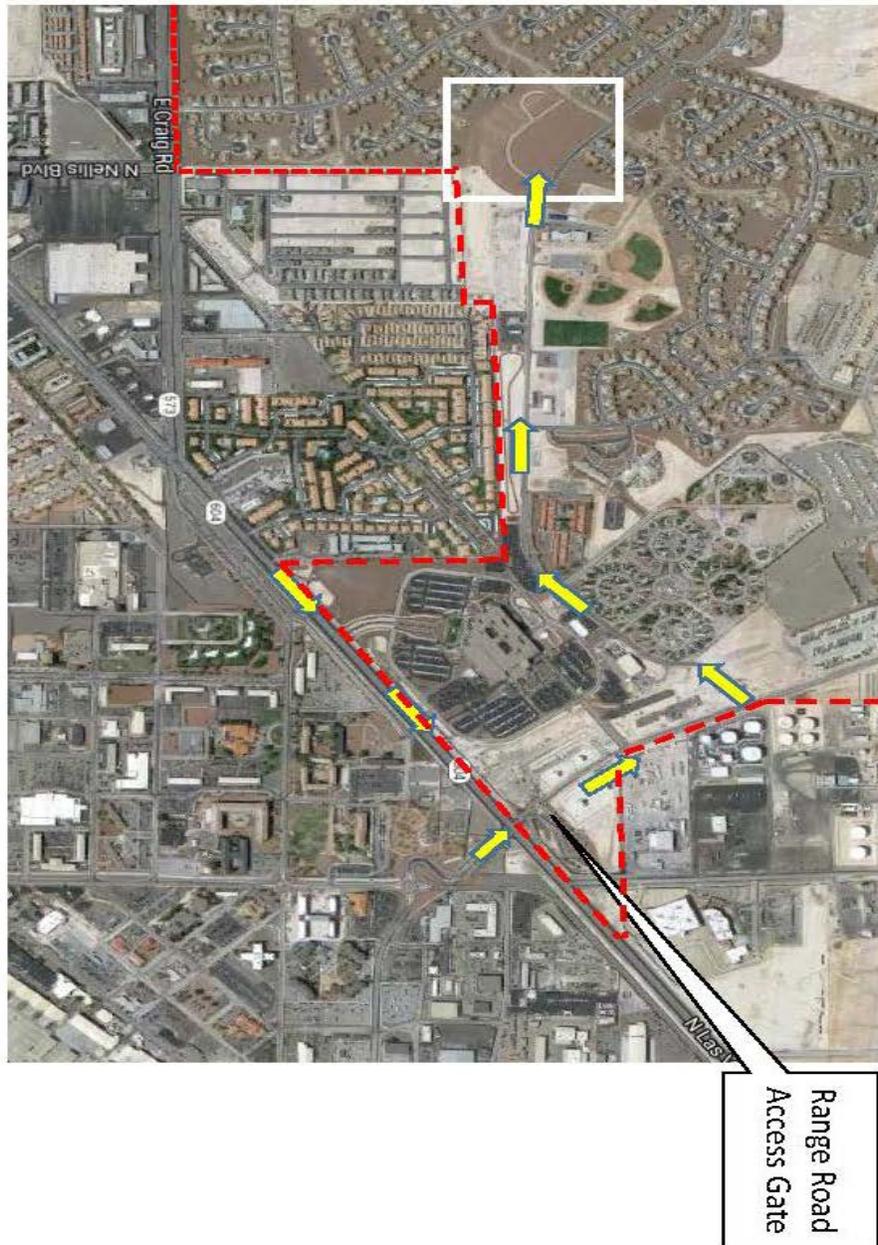
### Exhibit 1.4 - The Delivery Team Project Communication Organizational Chart

We understand there are many people involved in a project like this. Continuity of design and information is critical to make this project a success. We will establish schedules and communication protocols to ensure that all the information and criteria are met which will provide a successful design in the end.



**EXHIBIT E**

**“Access Areas”**



1. From Las Vegas Blvd.
2. Turn on to Range Road
3. Drive .4 miles
4. Turn left on Stafford Drive
5. Drive .8 miles to the school



**EXHIBIT G**

**“Government’s Environmental Documents”**

1. Final Environmental Assessment prepared by the United States Air Force for Nellis Air Force Base and dated April 1, 2015.
2. Final Finding of No Significant Impact (FONSI) prepared by Commander, 99<sup>th</sup> Air Base Wing and dated April 1, 2015.
3. Environmental Baseline Survey prepared by the United States Air Force for Nellis Air Force Base dated March 17, 2015, and approved by Robert L. Ramsden, Vice Commander, 99<sup>th</sup> Air Base Wing, Nellis Air Force Base, Nevada.
4. Re-Certification of the Environmental Baseline Survey prepared by the United States Air Force for Nellis Air Force Base dated July 6, 2016.
5. Re-Certification of the Environmental Baseline Survey prepared by the United States Air Force for Nellis Air Force Base dated February 7, 2017.

**EXHIBIT H**

**“Required Insurances”**

Insurance	Coverages	Other Requirements
Worker’s Compensation	Statutory limits (if state has no statutory limit, then a minimum limit of \$1,000,000)	<ol style="list-style-type: none"> <li>1. Waiver of subrogation in favor of Government.</li> <li>2. No “alternative” forms of coverage permitted without Government approval.</li> </ol>
Employers’ Liability	\$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease.	Waiver of subrogation in favor of Government.
General Liability	\$3,000,000 per occurrence  \$3,000,000 general aggregate  \$3,000,000 products/completed operations aggregate limit  \$3,000,000 personal and advertising injury  \$100,000 damaged to rented premises  \$10,000 medical expense limit	<ol style="list-style-type: none"> <li>1. Coverage shall be written on a “per occurrence” insurance form.</li> <li>2. Coverage as per ISO Form CG 00 01 12 07 or its equivalent.</li> <li>3. Coverage shall include contractual liability, independent contractors’ liability, products and completed operations liability, and personal injury liability.</li> <li>4. Coverage shall be primary and non-contributory.</li> <li>5. Government shall be named as “Additional Insured” using Additional Insured endorsement forms CG 20 10 10 01 and CG 20 37 10 01A or their equivalent.</li> <li>6. Separation of Insured language shall not be modified.</li> <li>7. Waiver of subrogation in favor of Government.</li> <li>8. General Aggregate and Products/Completed Operations Aggregate limits apply on a “per location” basis.</li> </ol>

Insurance	Coverages	Other Requirements
		9. No exclusion of liability assumed under contract.
Business Automobile Liability	\$1,000,000 combined single limit per accident	1. Government shall be named as "Additional Insured." 2. Waiver of subrogation in favor of Government. 3. Coverage includes bodily injury (including death) and property damage arising out of ownership, maintenance, or use of Lessee's owned, hired and non-owned private passenger or commercial vehicles, including other equipment required to be licensed for road use.
Excess/Umbrella Liability Insurance	\$10,000,000 each occurrence / \$10,000,000 aggregate	1. Coverage shall be written on an "occurrence" insurance form. 2. Government shall be named as "Additional Insured." 3. Waiver of subrogation in favor of Government. 4. Coverage shall apply to excess claims to Employers' Liability, General Liability, Automobile Liability, and, if required under <b>Section 18.2</b> , Errors & Omissions Liability and Environmental Impairment/ Pollution Legal Liability insurance coverages.
Property	Replacement Cost Value	1. Coverage shall be for Special ("All-Risks") perils or causes of loss. 2. Coverage shall be for Lessee's business personal property, improvements and betterments, equipment and tools. 3. No coinsurance. 4. Government shall be named as Additional Insured and Loss Payee.

Insurance	Coverages	Other Requirements
		5. Waiver of Subrogation in favor of Government.  6. Ordinance and Law coverage.
Property - Business Income and Extra Expense	Extra Expense (including all ongoing expenses) of not less than six (6) months.  Business Income (including Rental Value) coverage for not less than one year of the gross sublease rental income.	1. Actual Loss Sustained valuation coverage.  2. Extended Period of Indemnity of at least one hundred eighty (180) days.  3. Government shall be named as Additional Insured and Loss Payee.  4. Waiver of subrogation in favor of Government.  5. Coverage of losses arising from interruption of utilities outside any Leased Premises.
Property – Builders’ Risk	Replacement Cost Value of any improvements made on the Leased Premises during the Term of the Lease.	1. Coverage shall be for Special (“All-Risks”) perils or causes of loss.  2. Coverage shall be for any improvements made during the Term of the Lease.  3. No coinsurance. ,  4. Government shall be named as Additional Insured and Loss Payee.  6. Waiver of Subrogation in favor of Government.

**EXHIBIT I**

**“Initial Physical Condition Report”**

**DEPARTMENT OF THE AIR FORCE LEASE NO. USAF-ACC-RKMF-15-2-0592**

**TO**

**CORAL ACADEMY OF SCIENCE LAS VEGAS**

**Building Numbers: N/A Year Constructed: N/A**

**Nomenclature: Elementary School Gross Area: 10+/- Acres**

**Number of Stories: N/A Overall Condition: Vacant Lot with Decorative Rocks**

**Construction Materials: N/A**

**Foundation: N/A Walls: N/A**

**Floor: N/A Roof: N/A**

**Utilities: N/A**

**Condition Report**

Condition	Exterior	Condition	Interior
Good	Grounds:	N/A	HVAC:
N/A	Pavements:	N/A	Plumbing:
N/A	Roof:	N/A	Walls:
N/A	Siding:	N/A	Ceiling:
N/A	Windows/Doors:	N/A	Floor:
N/A	Fire Detection:	N/A	Other:

As of 5 Aug 2016

**Lessee:**

**Government:**

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

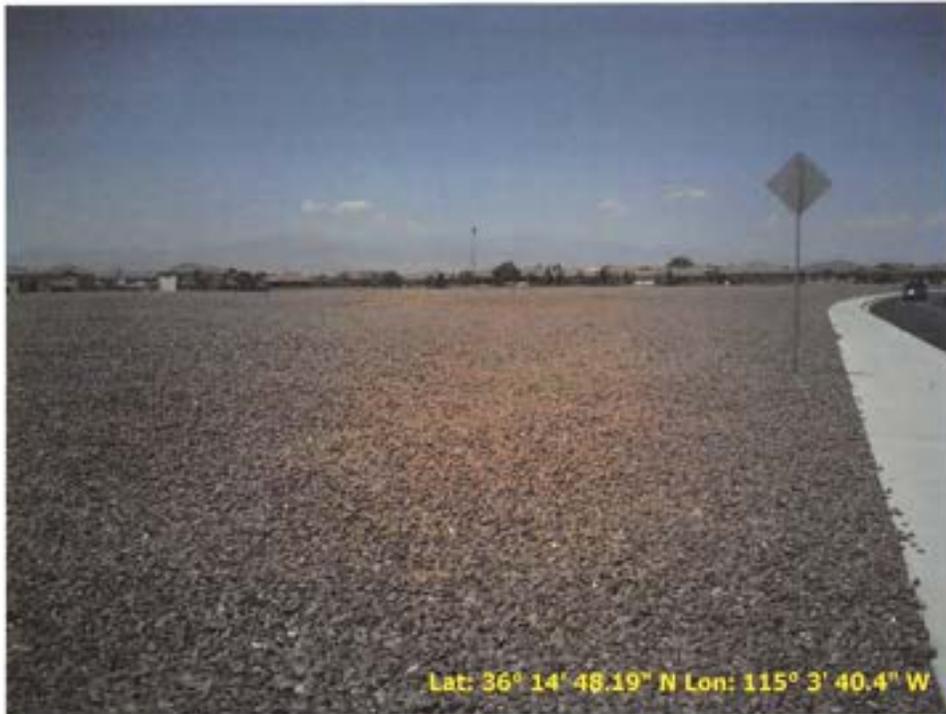
By:  \_\_\_\_\_

**Name: ERCAN AYDOGDU**

**Name: MICHAEL A. FREEMAN**

**Title: Executive Director**  
**Coral Academy of Science**  
**Las Vegas**

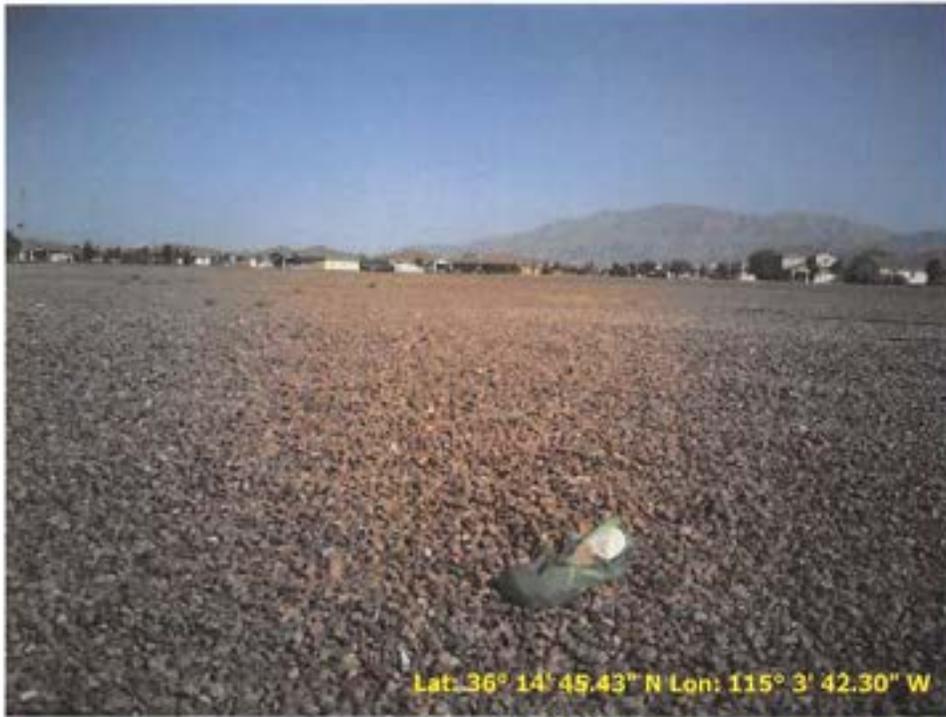
**Title: 99 Civil Engineer Squadron**  
**Lt Col, USAF**  
**Commander**



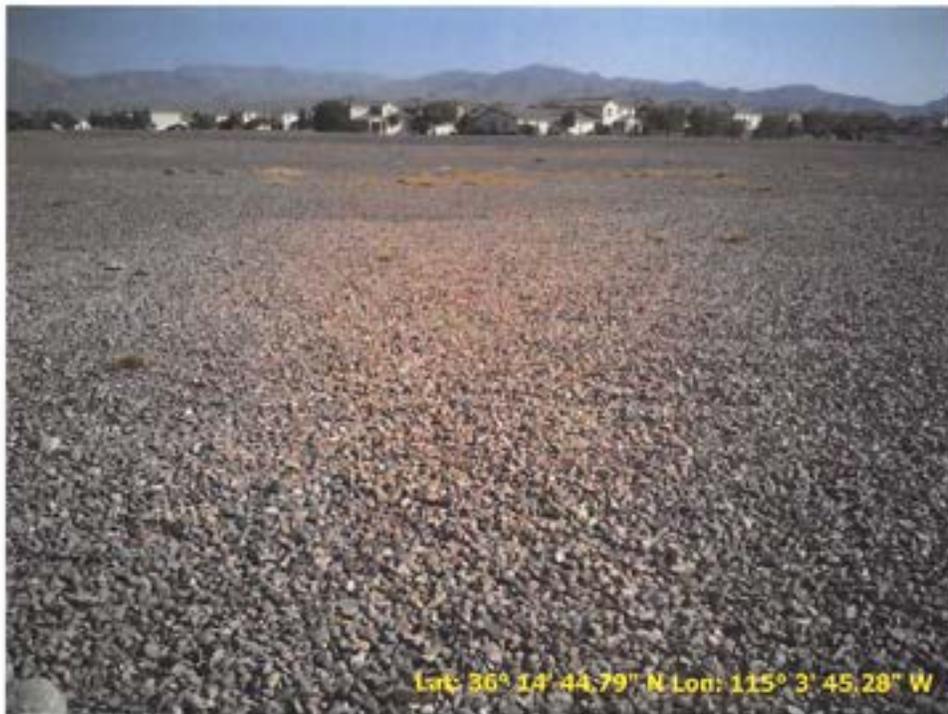






























**EXHIBIT J**

Installation Development and Design (ID2) Handbook,  
Nellis and Creech Air Force Bases, Nevada, dated August 2011

**[ATTACHED]**

# Attachment M

## Proposed Floor Plan

## DRAWINGS



77501 Main Drive, Suite 210  
 Dallas, TX 75231  
 Phone: 702.363.2222  
[knitusa.com](http://knitusa.com)

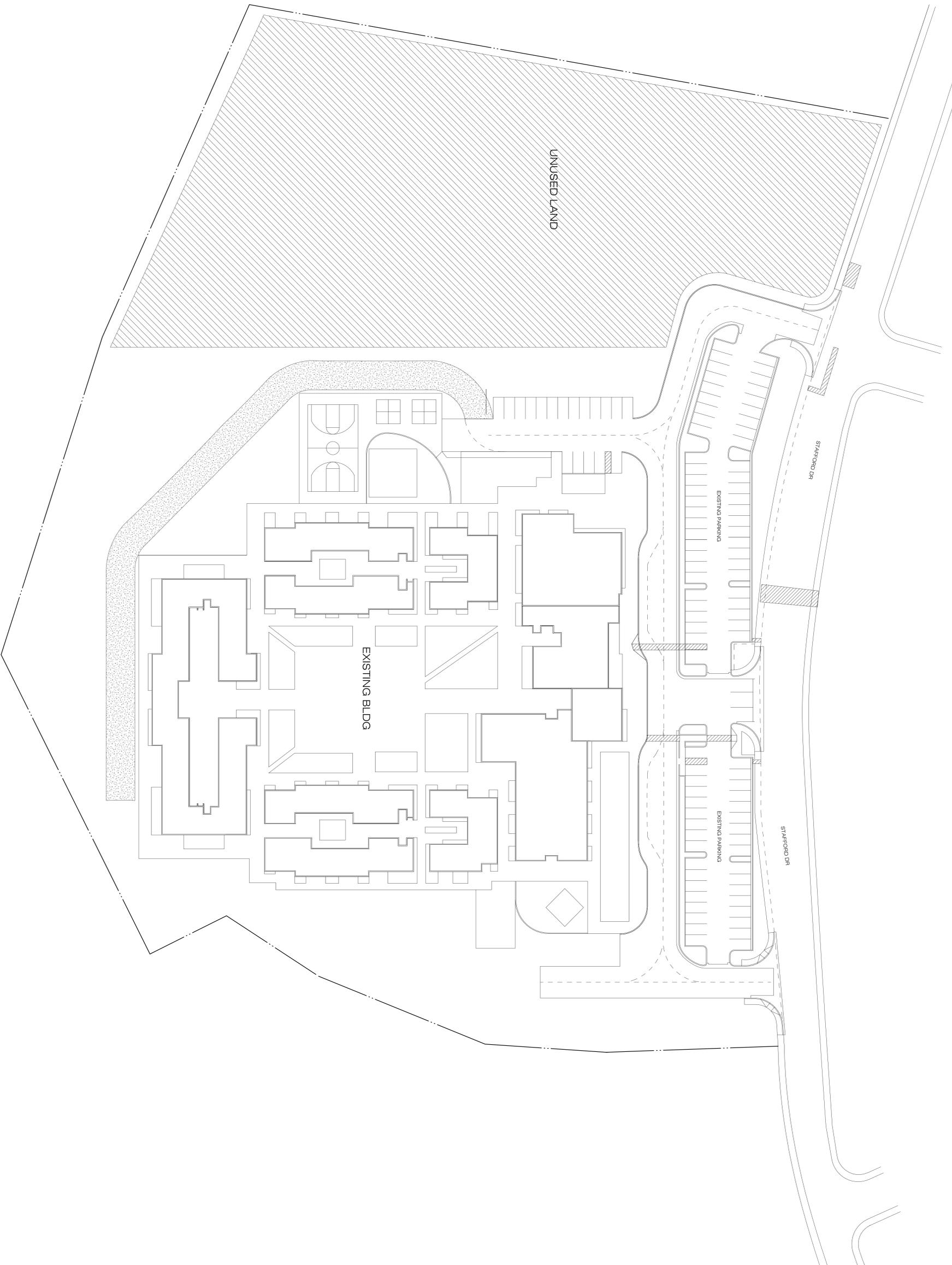
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ISSUE DATE: 09/01/2022

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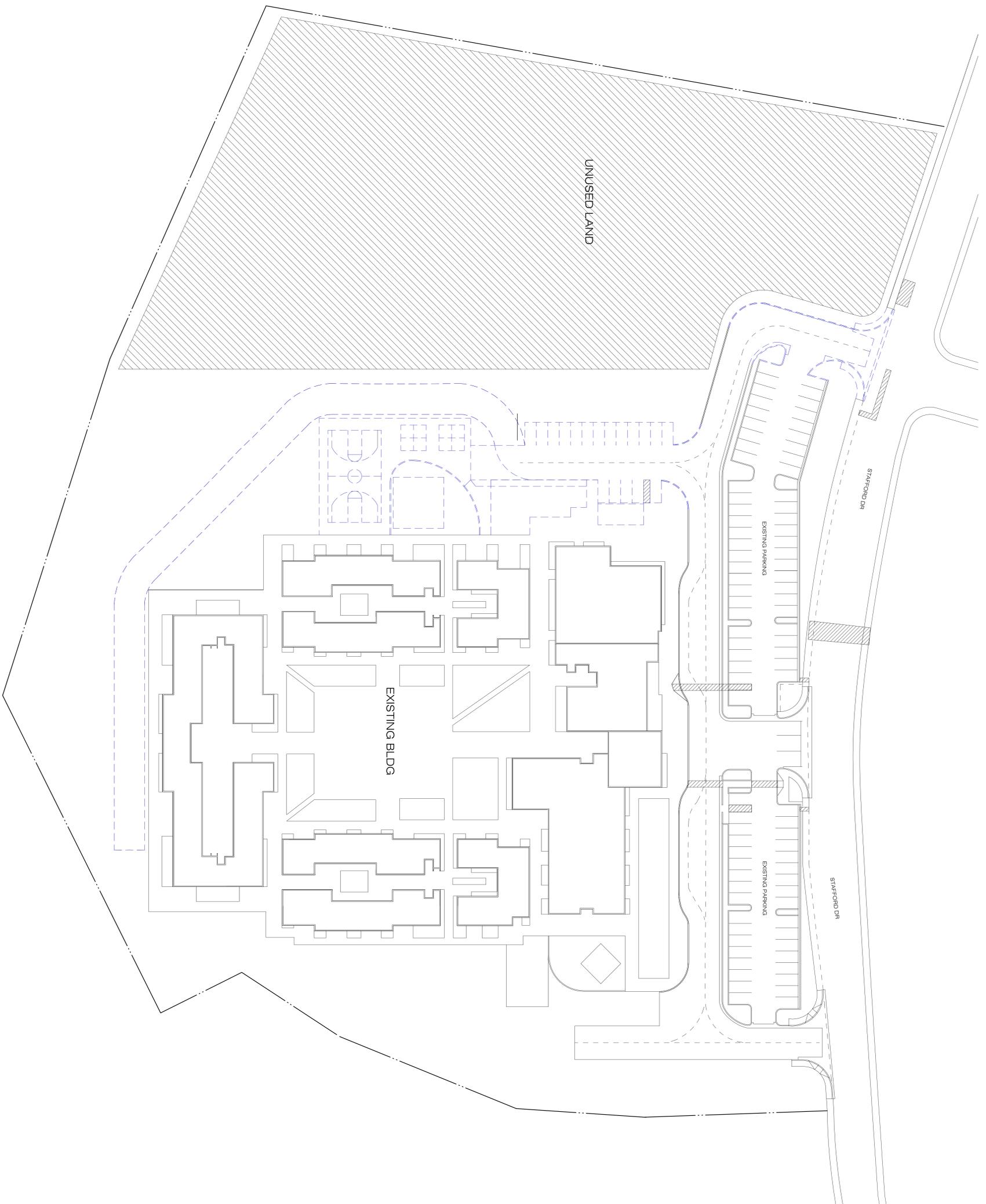
TITLE	EXISTING SITE PLAN
PROJECT	CORAL ACADEMY - NELLIS AFB
CLIENT	KNIT



SITE PLAN - EXISTING  
 1/8" = 1'-0"

**SHEET NOTES**

- A. ARCHITECTURAL FINISHED FLOOR ELEVATIONS ASSUMED TO BE 10'-0" REFER TO
- B. SITE IS UNIMPAVED FOR REFERENCE ONLY. SEE CIVIL DRAWINGS FOR ALL GRADING, PAVING, LANDSCAPE, UTILITIES, AND SITE UTILITIES INFORMATION. THE CONTRACTOR SHALL VERIFY ALL UTILITIES AND SERVICES PRIOR TO CONSTRUCTION.
- C. ACCESSIBLE EXTERIOR ROUTES AND PARKING FACILITIES SHALL CONFORM TO THE ADA ACT AND ADA REGULATIONS.
- D. GRADE AND FINISH FLOOR SLABS SHALL BE A MIN. OF 2" ABOVE ADJACENT FINISH FLOOR SLAB EXCEPT AT DOORS AND ENTRANCES UNLESS OTHERWISE NOTED.



SITE PLAN - DEMO PLAN

**KNIT**  
 7200 Peach Drive, Suite 210  
 Raleigh, NC 27613  
 Phone: 703.363.2222  
[knitusa.com](http://knitusa.com)

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ISSUE DATE: 09/01/2022

REV DATE COMMENT

NOT FOR CONSTRUCTION

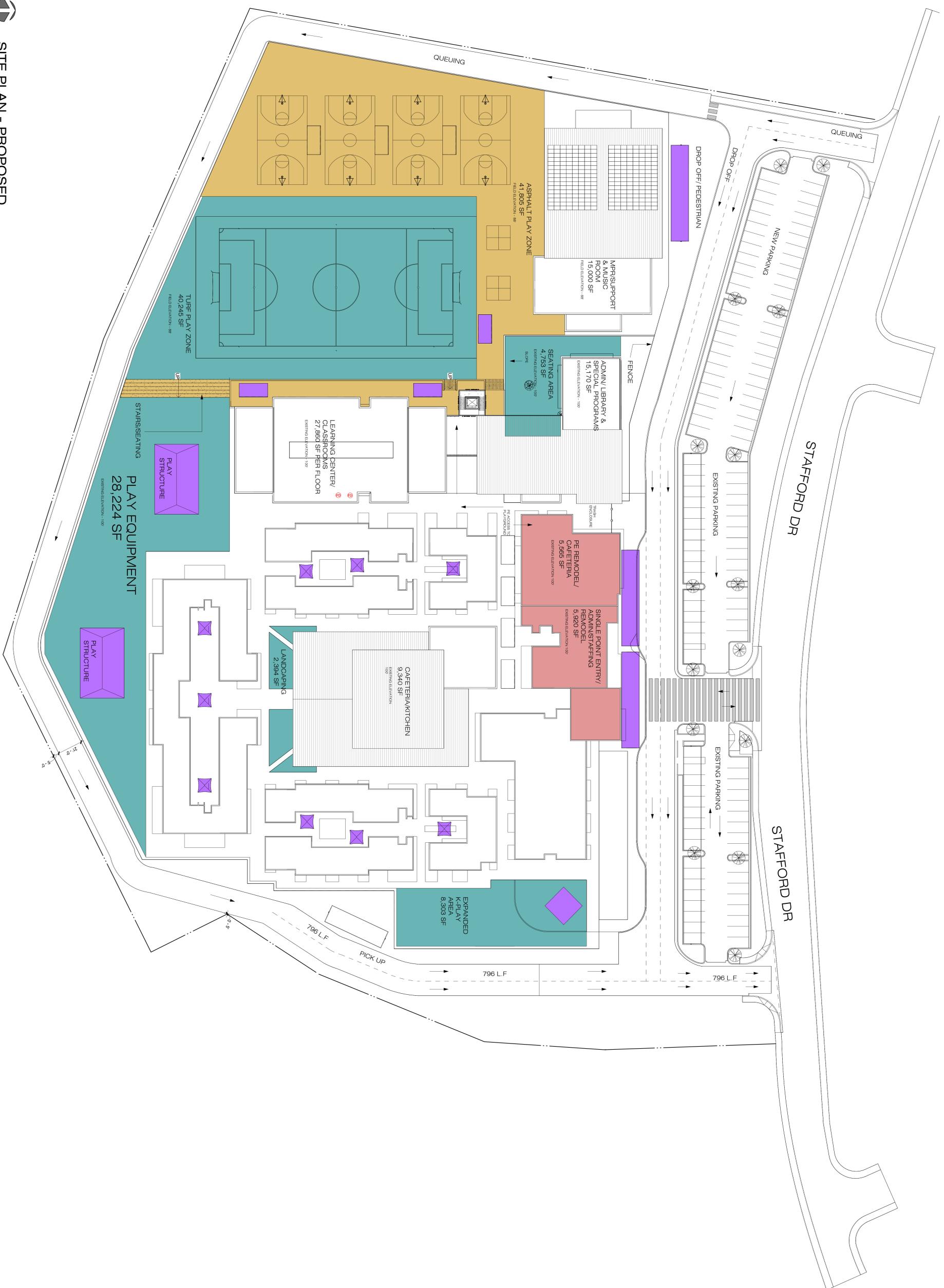
TITLE	DEMO SITE PLAN
PROJECT	CORAL ACADEMY - NELLIS AFB
CLIENT	KNIT
JOB NO.	220076
A1-11	



NORTH

# SITE PLAN - PROPOSED

1" = 30'-0"





PARTIAL FLOOR PLAN - LEVEL 1 ADMIN



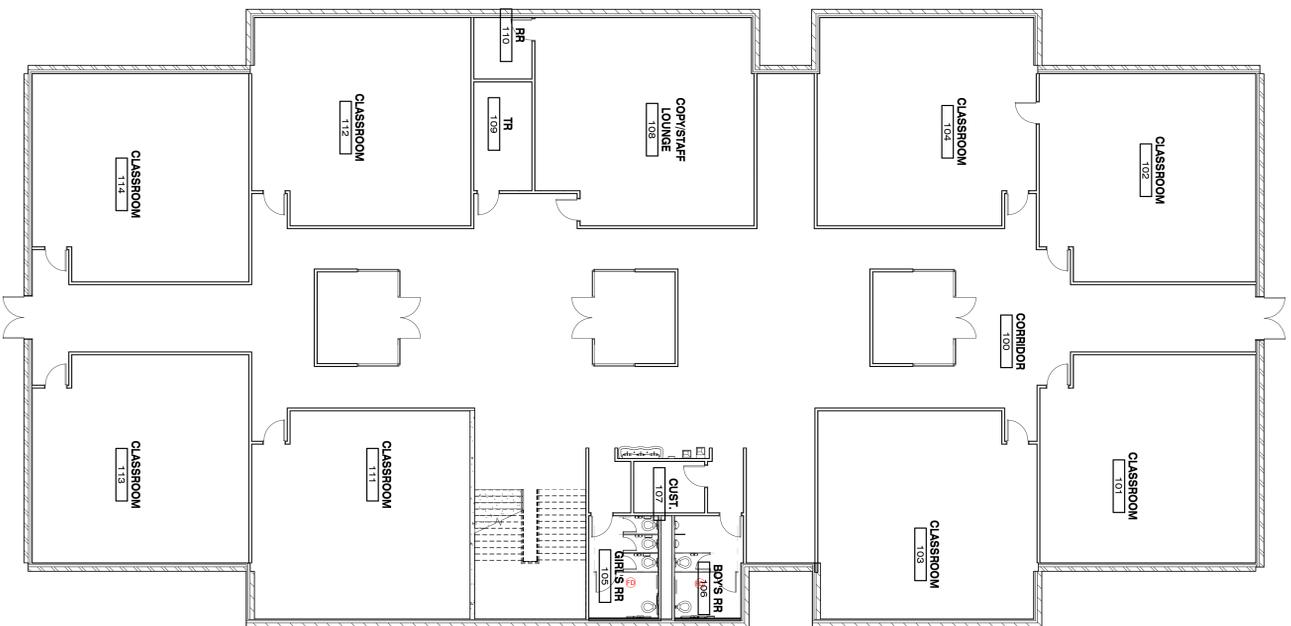
1/8" = 1'-0"



PARTIAL FLOOR PLAN - LEVEL 2 ADMIN



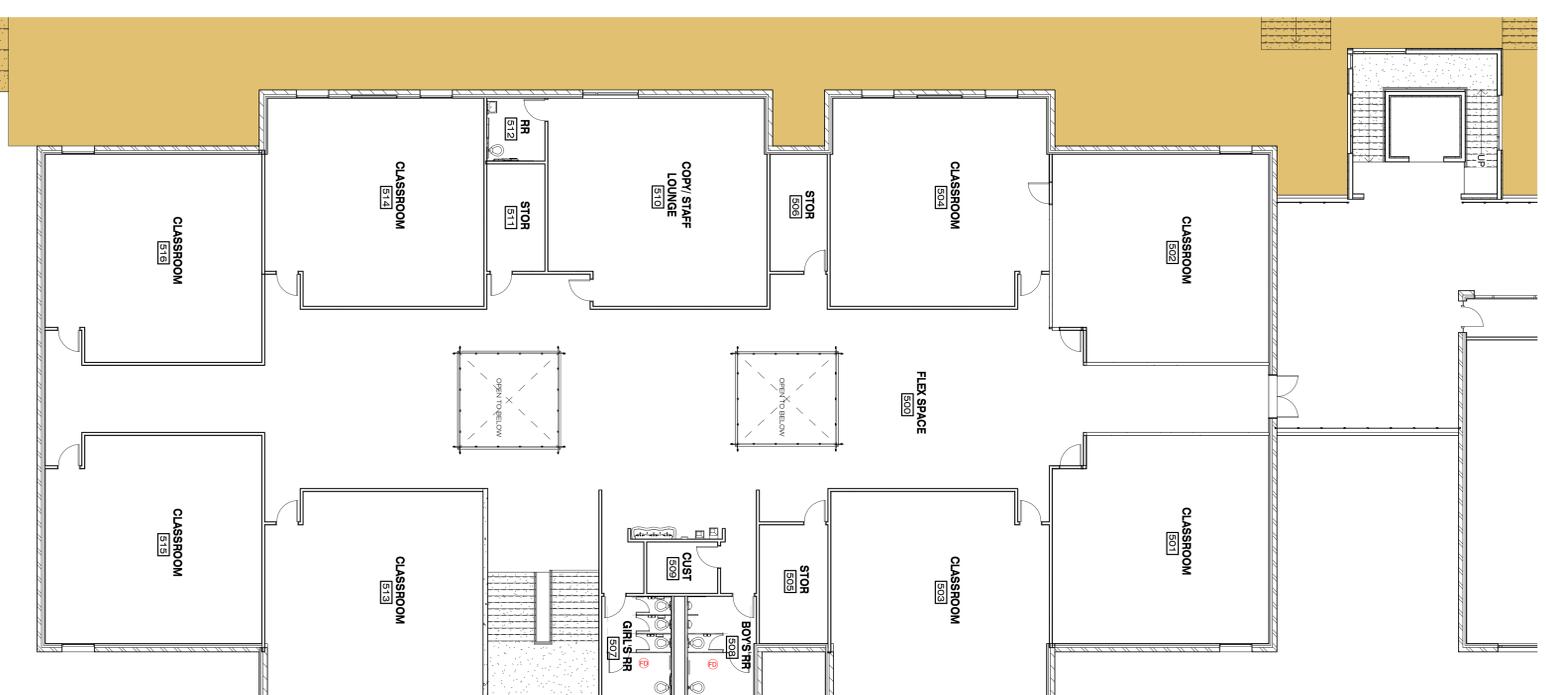
1/8" = 1'-0"



PARTIAL FLOOR PLAN - BASEMENT - LEARNING CENTER  
1" = 10'-0"



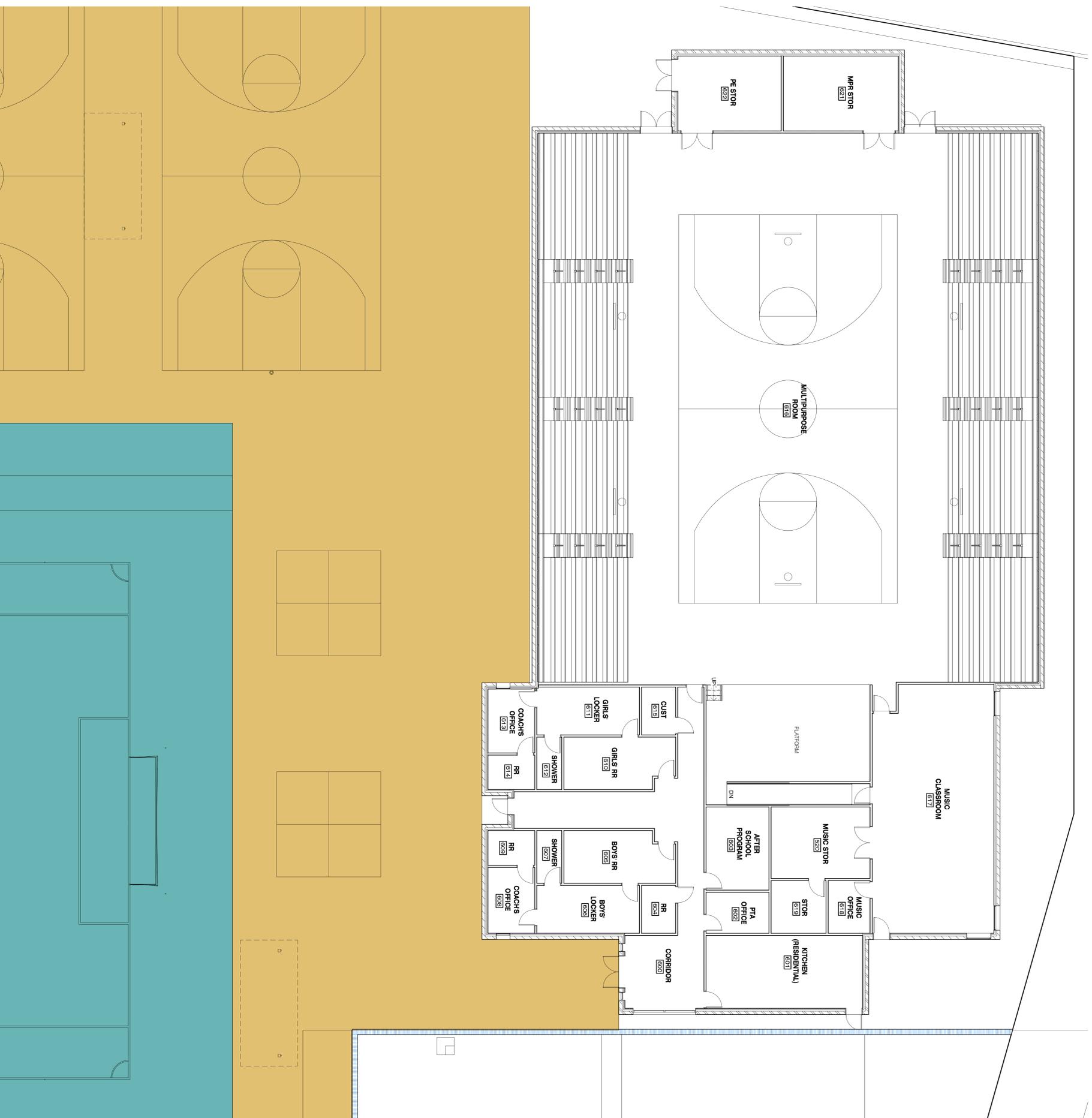
PARTIAL FLOOR PLAN - LEVEL 1 - LEARNING CENTER  
1" = 10'-0"

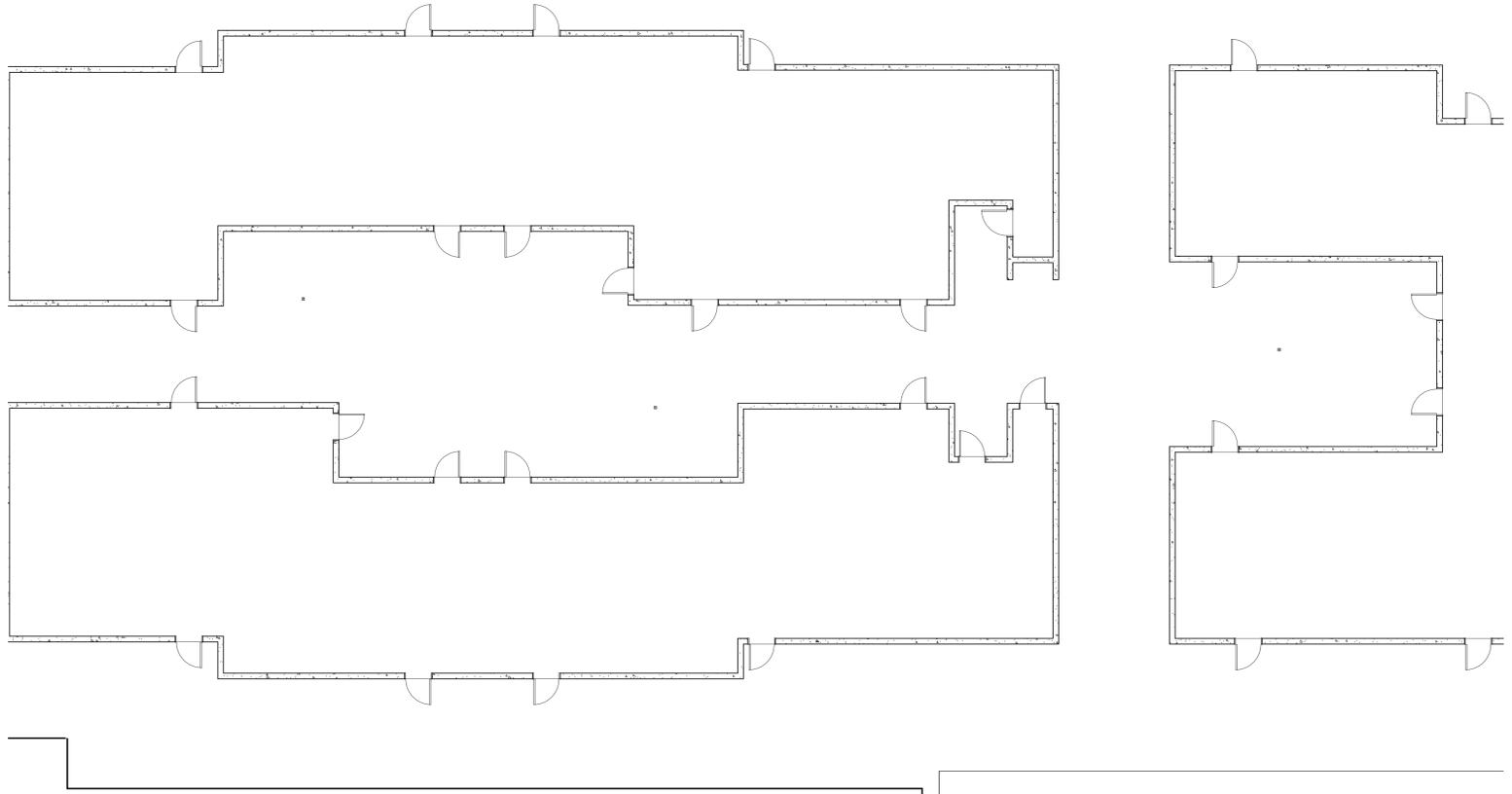
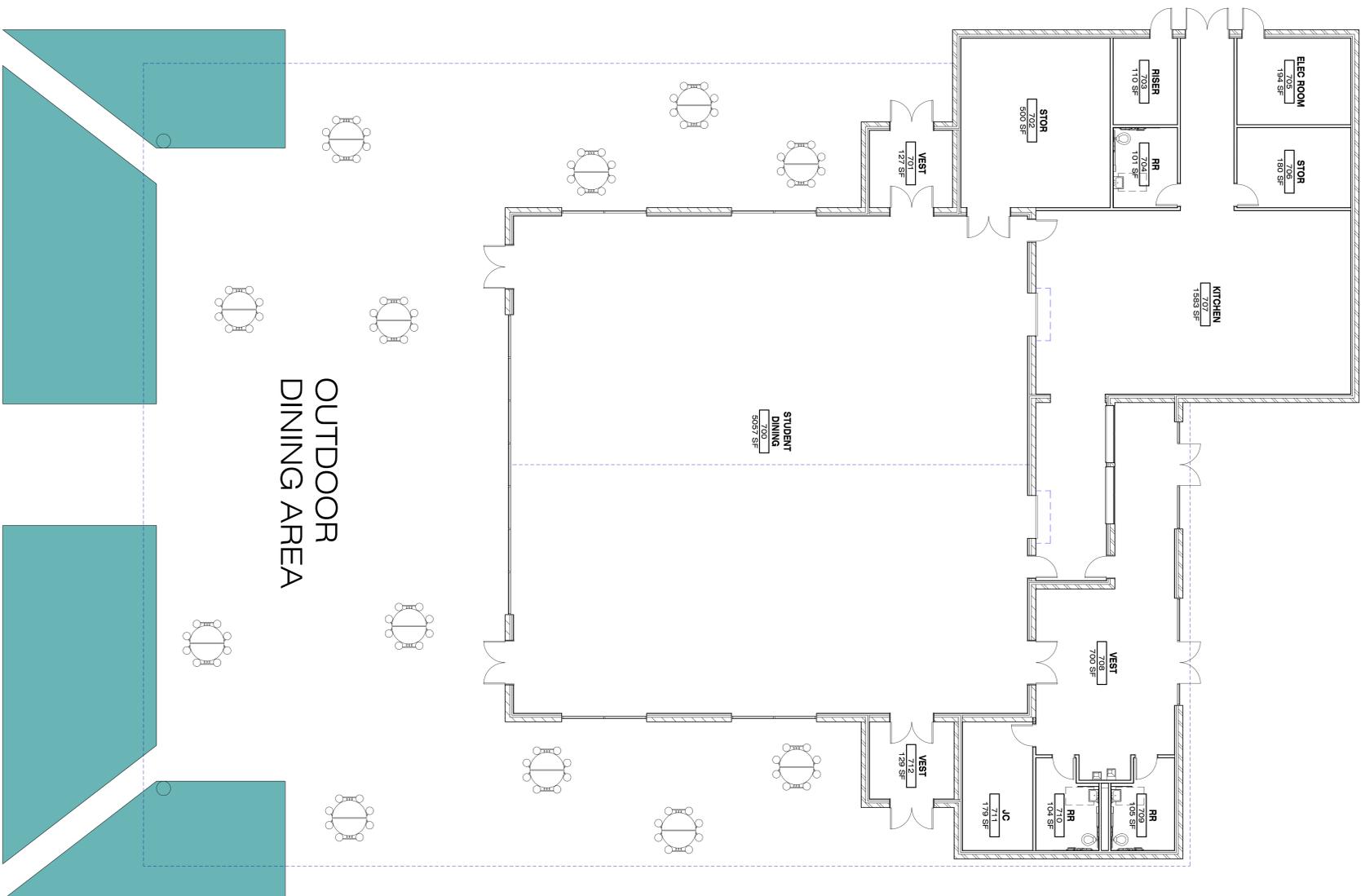


PARTIAL FLOOR PLAN - LEVEL 2 - LEARNING CENTER  
1" = 10'-0"



NORTH

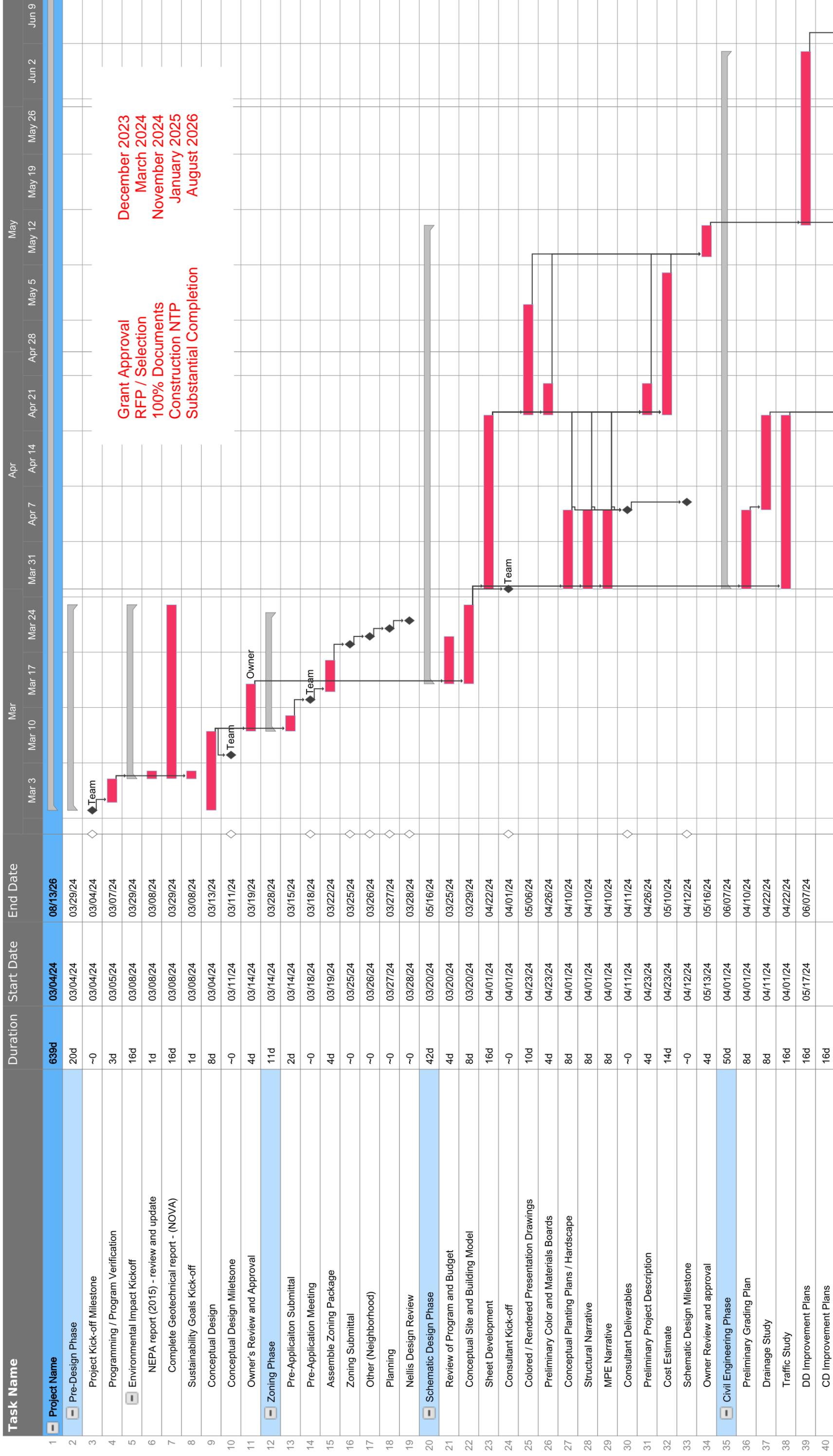




**PARTIAL FLOOR PLAN - LEVEL 1 - CAFETERIA**  
 1/8" = 1'-0"

Attachment N

Project Timeline



December 2023  
 March 2024  
 November 2024  
 January 2025  
 August 2026

Grant Approval  
 RFP / Selection  
 100% Documents  
 Construction NTP  
 Substantial Completion



# Attachment O

## List of Permits

## **7) Permits Needed**

### **Installation/Federal Permits**

NAFB will require a dig permit since more than 100 cubic yards will be excavated for this project.

### **Local Permits**

A City of North Las Vegas off site permit may be needed to tie in new water lines to existing lines. A dust control permit will be needed from Clark County's Division of Air Quality.

### **State Permits**

Nevada Division of Environmental Protection stormwater construction permit will be needed.

### **Any Special State or Local Reviews and Approval Processes**

CASLV has to submit a request for amendment (RFA) to its charter with its authorizer, the State Public Charter School Authority. The RFA will request two things for its Nellis AFB Campus: 1) to increase its student enrollment and; 2) for the construction project to allow the campus to occupy additional space. This RFA will be submitted during summer 2023 after the funding is approved.

Southern Nevada Health District and Nevada Department of Education both need to review any play structures that may be utilized by pre-k students.

### **Attachment 7.1 - Permits List from Original Construction Meeting 44 Minutes**

During the original construction of the current campus, weekly owner's meetings were held. The meeting minutes from each meeting listed the overall number of permits needed for the construction. These specific set of minutes support the permits above.