



AMERICAN PREPARATORY ACADEMY

August 22, 2016

Patrick J. Gavin
Executive Director
State Public Charter School Authority
9890 S Maryland Pkwy
Suite 200B
Las Vegas, NV 89183

Dear Mr. Gavin,

The Board of Directors of American Preparatory Academy Las Vegas (APA-LV) hereby submits its 2016 Charter School Facilities Amendment Request (SPCSAAR). Please accept the enclosed SPCSAAR and supporting documents.

Our school facility has been completed as planned. Our enrollment is strong, with waiting lists for all grades. The location and layout of our facility allows us to implement our proven formula for allowing children to achieve maximum academic success.

Our Board of Directors discussed and voted in favor of the SPCSAAR on August 22, 2016. A copy of our Agenda and draft minutes is also enclosed.

Please let us know if you need any additional information from us. We thank you for your time, patience and guidance.

Sincerely,

Lee Iglody
Governing Board President



American Preparatory Academy Las Vegas
Potential Annual Conflict of Interest Disclosure Statement

Please complete the questionnaire below, indicating any potential conflicts of interest. If you answer "yes" to any of the questions, please provide a written description of the details of the specific action, policy or transaction in the space allowed. Attach additional sheets as needed.

A conflict may exist where an interested party directly or indirectly benefits or profits as a result of a decision, policy or transaction made by American Preparatory Academy. The interested party would not have obtained this benefit were it not for his/her relationship with American Preparatory Academy.

- ☐ Has American Preparatory Academy proposed to contract or contracted to purchase or lease goods, services, or property from you or from any of your relatives or associates?
- ☐ Has American Preparatory Academy offered employment to you or to any of your relatives or associates?
- ☐ Have you used your relationship with American Preparatory Academy to obtain a contract, employment for yourself or any of your relatives or associates, from a person or entity that does business with American Preparatory Academy?
- ☐ Have you or any of your relatives been provided use of the facilities, property, or services of American Preparatory Academy in a way that is not available to others who benefit from the organization's services?
- ☐ Have you, a relative or an associate been in a position to benefit financially from an action, policy or transaction made by American Preparatory Academy?
- ☐ Other issues or situations not addressed above _____

I have received and carefully read the Conflict of Interest Policy for board members. I have considered not only the literal expression of the policy, but also its intent. By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy.

I hereby state that I do not have any conflict of interest, financial or otherwise that may be seen as competing with the interests of American Preparatory Academy, nor does any relative or associate have such a potential conflict of interest.

If any situation should arise in the future that I think may involve me in a conflict of interest, I will promptly and fully disclose in writing the circumstances to the Chair of the Board of Directors.

Signature

Name

Date



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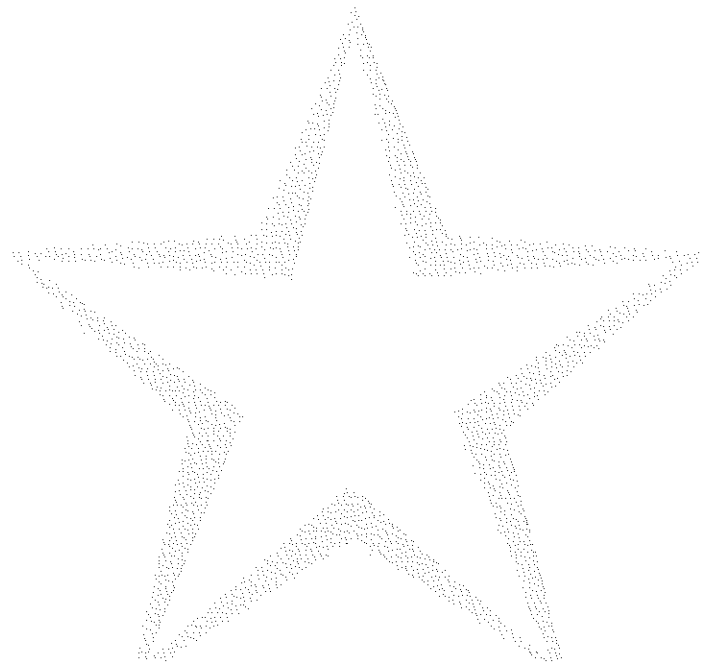
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Sincerely,

Lee Iglody
Governing Board President



**NOTICE OF SPECIAL PUBLIC MEETING
OF
AMERICAN PREPARATORY ACADEMY**

The Governing Body of **AMERICAN PREPARATORY ACADEMY** will have a special meeting on Monday August 22nd at 9:30 am at 8377 West Patrick Lane, Las Vegas, NV 89113. Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the chairperson. Reasonable efforts will be made to accommodate physically handicapped persons desiring to attend the meeting. Please contact APA's Office at (702) 266-7889 in advance so arrangements can be made. Public comment may be limited to three minutes per person at the discretion of the chairperson.

1. Call to order
2. Pledge of Allegiance/Roll Call
3. Approval of minutes from 8-10-2016 board meeting
4. Public Comments and Discussion - Members of the public are invited to comment on any items on the agenda below. No action will be taken on any items during the public comment period, but may be taken at the appropriate point in the agenda
5. Discussion and possible action: SPCSA charter amendment application
6. Discussion and possible action: Review and ratification of staffing subcommittee recommendations
7. Board Comments- Discussion
8. Public Comments- Discussion
9. Adjournment

This notice and agenda has been posted on APALV's website and on or before 9am on the third working day before the meeting at the following locations:

1. Spring Valley Library 4280 South Jones Blvd, Las Vegas, NV 89103
2. West Charleston Library 6301 W Charleston Blvd, Las Vegas, NV 891463.
3. Sahara West Library 9600 W Sahara Ave, Las Vegas, NV 89117

* In Accordance with Section 241.020(2)(c)(2) of the Nevada Revised Statutes, all of the agenda items are subject to action and disposition by the governing board, unless the agenda item specifically indicates otherwise. To promote efficiency and as an accommodation to the parties involved, agenda items may be taken out of order.

Governing Board Meeting Minutes
American Preparatory – Las Vegas
August 22nd, 2016

Attendance:

Board Members: Lee Iglody, Jon Gardner, Paris Bayardo, Rachel Lillian, Jennifer McLeod

Public:

Staff: Rachelle Hulet, Christie Olivieri

1. Welcome/Call to order – Lee Iglody
2. Pledge of Allegiance/Roll Call
3. Approval of Minutes from 8-10-2016

MOTION: To approve the minutes from the 8-10-2016 Governing Board meeting:

Moved: Rachel Lillian
Second: Paris Bayardo
Status: Approved

4. Public Comments and Discussion-Members of the public are invited to comment on any items on the agenda below. No action will be taken on any items during the public comment period, but may be taken at the appropriate point in the agenda.
5. Discussion and possible action: SPCSA charter amendment application-We talked about this back in March. We are performing as discussed. We need to submit an application because we combined both campuses to one. To be in compliance we need to submit this application.

MOTION: Move to approve the amendment application and the cover letter attached to it

Moved: Lee Iglody
Second: Jon Gardner
Status: Approved

6. Discussion and possible action: Review and ratification of staffing subcommittee recommendations

MOTION: Move to approve all staffing recommendations made

Moved: Paris Bayardo
Second: Lee Iglody
Status: Approved

7. Board comments-Jon is looking into solar panels to see if it would make sense for us to look into that.

8. Public comments-

9. Topics for next meeting:

10. Motion to Adjourn:

MOTION: Move to adjourn this meeting

Moved: Lee Iglody
Second: Jon Gardner
Status: Approved

Rachel Lillian, Secretary APA-LV Board

SUBLEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this [____] of December, 2014 (the "Lease Agreement"), by and between American Preparatory Schools, Inc., a Utah Corporation, hereinafter referred to as the "Landlord", and American Preparatory Academy of Las Vegas, a Nevada Charter School, hereinafter referred to as the "Tenant":

WITNESSETH

ARTICLE I. PREMISES AND TERM. Landlord hereby subleases and by these presents does lease and demise to the Tenant, and the Tenant does lease and take from the Landlord, the premises (the "Demised Premises") consisting of (i) the approximately 6.45 acres of land described on **Exhibit "A"** attached hereto, (ii) the approximately 116,476 square feet of Charter School space situated in the building to be erected thereon, as described on **Exhibit "B"** attached hereto, and (iii) all other improvements located on such land from time to time, together with all the easements, rights, privileges and appurtenances thereunto belonging or in any way appertaining to the Demised Premises.

Landlord has entered into a lease for the Demised Premises (the "Master Building Lease"), a copy of which has been attached hereto and incorporated herein as **Exhibit "E"**, as Tenant with DHCO Properties, LLC, hereinafter referred to as DHCO, as Landlord for the Demised Premises as described in this Lease. This Lease Agreement is in all respects subject to the Master Building Lease. Other than with respect to the rent payable thereunder, Tenant shall in all respects pay and perform all obligations under the Master Building Lease, and shall not at any time do or fail to do anything that would result in a breach or default thereunder.

DHCO has accepted assignment of a ground lease (the "Ground Lease"), a copy of which has been attached hereto and incorporated herein as **Exhibit "D"**, as Tenant with UNLV Research Foundation, hereinafter referred to as CDMC, as Landlord for the 6.45 acres of property described on **Exhibit "A"**. This Lease Agreement is in all respects subject to the Ground Lease. Other than with respect to the ground rent payable thereunder, Tenant shall in all respects pay and perform all obligations under the Ground Lease, and shall not at any time do or fail to do anything that would result in a breach or default thereunder.

The portion of the Demised Premises, situated in the building to be erected, consists of a Phase 1 area (further subdivided into areas Phase 1a and Phase 1b) and a Phase 2 area as shown on **Exhibit "B"**. The term of the lease for the two Phases shall be described as follows:

TO HAVE AND TO HOLD the said Demised Premises, together with all and singular the improvements, appurtenances, rights, privileges and easements thereunto belonging to or in anywise appertaining, unto Tenant for a term commencing on September 15, 2015 for Phase 1 and August 1, 2016 for Phase 2

and continuing thereafter to and including August 14, 2045, subject however, to a one-year delay as set forth below, and to extension and renewal if hereafter provided.

ARTICLE 2. CONSTRUCTION OF IMPROVEMENTS. Landlord represents to Tenant that DHCO agrees under the terms of the Master Building Lease, at DHCO's sole cost and expense, to construct a building and other improvements, comprising a portion of the Demised Premises, in accordance with the preliminary plans and specifications prepared by Miller Architecture, copies of which have been attached hereto and incorporated herein as **Exhibit "B"**, and initialed by the parties. General construction materials, methods, systems, and finishes shall be similar to the APA Draper II campus located at 361 West 11915 South, Draper, UT except that the exterior building materials and finishes and the exterior canopies and stairways shall be as shown on Sheet A201 of **Exhibit "B"** subject to applicable law.. Final plans and specifications for Phase 1 have been carefully reviewed and specifically approved by Landlord and Tenant, and are incorporated herein by reference as **Exhibit "B-1"**. The final plans and specifications for Phase 1 constituting Exhibit B-1 have been modified as described in Addenda #1 thru #3 to Plans and Specifications which have been attached hereto and incorporated herein as **Exhibit "B-2"** and said modifications are approved by Landlord and Tenant.

The construction budget for Phase 2 of the demised premises is \$2,422,360.00. No construction will begin on the Phase 2 of the project until the final plans for the Phase 2 improvements are mutually approved, including approval in writing by Tenant, and it is determined that the Construction Budget is sufficient to complete the Phase 2 improvements of the project.

Lockers shown on the plan as "by Owner" shall be provided by Tenant. Lunch Tables, Desks, and Playground shall be provided by Tenant.

ARTICLE 3. TENANT'S POSSESSION. The term of this Lease shall commence on September 15, 2015, subject to delay as set forth below. Tenant shall take possession when the Landlord delivers to Tenant, in a condition ready for occupancy, the Demised Premises described on **Exhibit "B-1"** located in the building being constructed by the Landlord. Tenant shall accept possession of the said improvements, in Phase(s) when they are ready for occupancy. The words "ready for occupancy" are defined for this purpose to mean the date upon which the construction work referred to in Article 2 is substantially completed in accordance with the plans and specifications referred to therein and a Temporary Certificate of Occupancy is issued allowing the Tenant to occupy the applicable Phase(s) the building. Landlord may deliver to Tenant, and Tenant may take possession, of Phase 1a and/or Phase 1b of the Demised Premises prior to September 15, 2015 provided that a Certificate of Occupancy has been issued and the insurance required of both Landlord and Tenant under this lease are in effect. Such occupancy of the Demised Premises by Tenant prior to September 15, 2015 shall not change the dates or amounts of lease payments due to Landlord as described in Article 7.1 of this Lease.

Landlord agrees to exert its best, commercially reasonable efforts to have the improvements for Phase 1a and Phase 1b ready for occupancy no later than September 15, 2015. In the event Phase 1a of the

demised premises will not be available for occupancy by September 15, 2015 (2015-16 school year), Landlord shall give Tenant written notice no later than February 1, 2015, and the term will instead commence no later than August 1, 2016 (2016-2017 school year). Notwithstanding anything to the contrary in this Lease Agreement, Tenant shall not be responsible to pay Landlord any amount under this Lease Agreement until Landlord delivers Tenant Phase 1a of the Demised Premises in a condition ready for occupancy.

Due to the current unreliable nature of inspection and approval scheduling of Clark County and the applicable utility companies, Tenant shall have in place a contingency plan to house its anticipated student enrollment in an alternate location if occupancy of Phase 1a is delayed past September 15, 2015. In the event said contingency plan must be implemented, Landlord shall reimburse Tenant for the costs of implementation.

Landlord agrees to exert its best, commercially reasonable efforts to have the improvements for Phase 1b ready for occupancy no later than 60 days after Landlord delivers Tenant Phase 1a of the Demised Premises in a condition ready for occupancy. Landlord agrees to exert its best, commercially reasonable efforts to have the improvements for Phase 2 ready for occupancy no later than August 1, 2016 (unless the commencement of the Lease term for Phase I is delayed until August 1, 2016 as provided above, in which case Landlord shall have the improvements for Phase 2 ready for occupancy no later than August 1, 2017). Upon the request of either party, the parties shall memorialize the commencement of the Phase 1 occupancy and the Phase 2 occupancy in a written instrument, executed by the parties.

ARTICLE 4. OBLIGATIONS OF TENANT AND LANDLORD.

4.1 Property Taxes. Subject to Tenant's reimbursement, Landlord shall pay all taxes, and assessments lawfully levied or assessed against the building or buildings or any part thereof, or otherwise payable under the Ground Lease. Tenant shall reimburse Landlord, within ten (10) days from the date Landlord submits to Tenant a statement setting forth the amount due Landlord under the provisions of this paragraph, for such real property taxes and assessments due on the Demised Premises as additional rent hereunder. Tenant shall pay 1/12 of the estimated annual taxes in advance each month in addition to the minimum rental payment due hereunder. Landlord may dispute and contest the real property taxes and assessments on the Demised Premises. Tenant may, at its sole cost and expense, after it has paid Landlord in full any taxes or assessments due hereunder, upon fifteen (15) days' prior written notice to Landlord, contest with the appropriate governmental authority such taxes or assessments. Tenant shall be entitled to any refund of any tax or penalty paid by Tenant, or paid by Landlord and reimbursed by Tenant to Landlord.

4.2 Personal Property Taxes. Tenant shall additionally pay, when due, all personal property taxes and license fees levied and assessed against the Demised Premises during the term of this Lease. Nothing contained in this Lease shall require or be construed to obligate the Tenant to pay any franchise, excise, corporate, estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, profits or revenue tax upon the income of the Landlord; provided, however, that in any case where a tax

may be levied, assessed or imposed upon Landlord for the privilege of renting or leasing the Demised Premises or which is based upon the rental revenue derived therefrom, Tenant shall pay to Landlord as additional rent hereunder the amount of said tax, but in no event shall the Tenant be obligated to pay an amount greater than that which would be payable if the Demised Premises were the only asset of the Landlord.

4.3 Tenant's Tax Exempt Status. Notwithstanding paragraphs 4.1 and 4.2 above, Tenant represents to Landlord that Tenant qualifies for tax exempt status in accordance with NRS 361.096 which reads as follows:

NRS 361.096 Exemption of certain property leased or rented to charter school.

- 1. All real and personal property that is leased or rented to a charter school is hereby deemed to be used for an educational purpose and is exempt from taxation. If the property is used partly for the lease or rental to a charter school and partly for other purposes, only the portion of the property that is used for the lease or rental to a charter school is exempt pursuant to this subsection.*
- 2. To qualify for an exemption pursuant to subsection 1, the property owner must provide the county assessor with a copy of the lease or rental agreement indicating that:*
 - (a) The property is leased or rented to the charter school; and*
 - (b) The amount of payment required by the charter school pursuant to the agreement is reduced in an amount which is at least equal to the amount of the tax that would have been imposed if the property were not exempt pursuant to subsection 1.*

Landlord agrees to provide the county assessor with all relevant documentation in Landlord's possession to assist Tenant in procuring and maintaining tax exempt status. If property tax is assessed due to Landlord's failure to file the proper documentation in the required timeline, Landlord shall pay any taxes on the Building and/or Land resulting from such failure at Landlord's sole expense.

4.4 Tenant's Insurance. The Tenant shall, during the entire term of this Lease, at the Tenant's sole cost and expense, but for the mutual benefit of the Landlord and Tenant and CDMC and DHCO, maintain general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the entire property described on **Exhibits "A" & "B"** attached hereto and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limit of not less than \$1,000,000 in respect to injury or death to a single person, and to the limit of not less than \$2,000,000 in respect to any one accident, and to the limit of not less than \$1,000,000 in respect to property damage or a combined single limit policy not less than \$2,000,000 per occurrence, or in such greater amounts as required under the Ground Lease. All policies shall name Landlord and the Mortgagee of the property and CDMC and DHCO as an additional named insured, as their interest may appear.

Tenant shall also provide insurance coverage to the extent of the full replacement value covering all of Tenant's property, fixture, equipment, tools, improvements, stock, goods, wares or merchandise, that it

may have in or on or about the Demised Premises. Other forms of insurance may be reasonably required to cover future risks against which a prudent Tenant would protect itself.

All policies of insurance provided for herein shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of AAA, as rated in the most current available "Best's Guide" Insurance Reports, and qualified to do business in the state of Nevada, and as otherwise required under the Ground Lease and NAC 386.215.

The policies for the foregoing insurance shall provide that the proceeds thereof shall be payable to the Tenant and to the Landlord, as their respective interests may appear. Said required Tenant insurance coverage shall be verified to the Landlord by an insurance carrier in the form of either a certified copy of the policy or other written verification of insurance coverage acceptable to Landlord and the lending institution for the Demised Premises. Such insurance policies shall provide that Landlord be given thirty (30) days written notice prior to any cancellation or alteration of any policy.

To the extent that Tenant fails to provide the foregoing insurance, either hazard or liability, Tenant shall be responsible to Landlord, as his interest appears, for such damage that would have been insured by said policies but for Tenant's failure to obtain such insurance.

4.5 Landlord's Insurance. Subject to Tenant's reimbursement, Landlord shall provide fire, lightning, and extended coverage ("all risk") insurance and such additional insurance coverage as may be required under the Ground Lease or by Landlord's mortgagee (including loss of rents insurance) on the Demised Premises for the full replacement value thereof or such value as is required by Landlord's mortgagee, whichever is greater, against such loss. Tenant shall reimburse Landlord as additional rental hereunder, for such insurance premium costs within ten (10) days from the date Landlord submits to Tenant a statement setting forth the amount due Landlord under the provisions of this paragraph. Tenant shall pay 1/12 of the estimated annual building insurance premium in advance each month along with the minimum rental payment.

4.6 Subrogation. Landlord shall not be liable to Tenant or anyone claiming by, through or under Tenant, including an insurance carrier or carriers, for any insurable loss or damage, and no such carrier shall have the right to subrogate against Landlord, or any other Tenant. All of the insurance policies required hereunder pertaining to the Demised Premises shall contain an endorsement by the insurance carrier or carriers waiving any and all rights of subrogation against Landlord, a copy of which endorsement or endorsements, or evidence thereof by way of certificate shall be furnished to the Landlord.

4.7 Assumption of Risk. Anything herein to the contrary notwithstanding, after the commencement of the term as provided in Article 1, or after Occupancy prior to Commencement as allowed in Article 2 whichever comes first, the Tenant assumes full risk of damage to its property, fixtures, equipment, tools, improvements, stock, goods, ware of merchandise, that it may have in or on or about the Demised Premises, resulting from fire, lightning, extended coverage perils, flood and any catastrophe, regardless of cause or origin, except to the extent it is caused by the intentional conduct or gross negligence of the Landlord. The Landlord shall not be liable to Tenant or anyone claiming by, through or under Tenant,

including Tenant's insurance carrier or carriers, for any loss or damage resulting from fire, lightning or extended coverage perils or from an act of God. Landlord shall not be liable to the insurance carrier for damages insured against, either directly or by way of subrogation, and Tenant hereby releases all claims against Landlord therefor.

4.8 Common Area Operating Costs. The Tenant shall pay when due all common area operating costs of the UNLV Research Park payable under the Ground Lease.

ARTICLE 5. TENANT'S USE. The Tenant may use the Demised Premises for operating its Charter School. Tenant shall use the Demised Premises only for lawful and proper purposes, which are permissible under applicable law (including under applicable zoning laws) and the uses permitted under the Ground Lease. Tenant shall not make any use of the Demised Premises which will cause cancellation of any insurance policy covering the same and shall not keep or use on the Demised Premises any article, item, or thing which is prohibited by the terms of the hazard insurance policy covering the improvements. Tenant shall not commit any waste upon the Demised Premises and shall not conduct or allow any business, activity or thing on the Demised Premises which is or becomes unlawful, prohibited, or a nuisance or which may cause damage to Landlord, to occupants in the vicinity, or to other third parties. Tenant shall comply with and abide by all laws, ordinances, and regulations of all municipal, county, state and federal authorities which are now in force or which may hereafter become effective with respect to use and occupancy of the Demised Premises.

Tenant represents to Landlord that neither Tenant nor any affiliates of Tenant will generate, store or dispose of any Hazardous Substances (as defined below) at or in the area of the Demised Premises and Property except as is customary with the use as a school.

Tenant covenants with Landlord: a) to prohibit any generation, storage or disposal of Hazardous Substances at the Demised Premises, b) to deliver promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the generation, storage or disposal by Tenant of Hazardous Substances (whether or not at the Demised Premises); and c) to permit entry onto the Demised Premises by Landlord or Landlord's representative(s) at any reasonable time to verify Tenant's compliance with the foregoing.

Tenant agrees to indemnify and defend Landlord and/or DHCO (with legal counsel reasonably acceptable to Landlord and DHCO) from and against any costs, fees or expenses (including, without limitation, cleanup expenses, third party claims and environmental impairment expenses and reasonable attorneys' fees and expenses) incurred by Landlord in connection with (i) Tenant's generation, storage, or disposal of Hazardous Substances at or near the Demised Premises in accordance with the foregoing and with Tenant's compliance with the foregoing representations and covenants, and (ii) Tenant's use and occupancy of the Demised Premises. This indemnification by Tenant shall survive termination or expiration of this Lease.

Landlord agrees to indemnify and defend Tenant (with legal counsel reasonably acceptable to Tenant) from and against any costs, fees or expenses (including, without limitation, cleanup expenses, third party claims and environmental impairment expenses and reasonable attorneys' fees and expenses) incurred by Tenant in connection with Landlord's or DHCO' generation, storage, or disposal of Hazardous Substances at or near the Demised Premises. This indemnification by Landlord shall survive termination or expiration of this Lease.

"Hazardous Substances" shall mean (i) hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (ii) "PCBs", as defined in 40 C.F.R. 761 et seq. and "TCDD" as defined in 40 C.F.R. 755 et seq. (or in either case analogous regulations promulgated under the Toxic Substances Control Act, as amended), (iii) "asbestos" as defined in 29 C.F.R. 1910.1001 et seq. (or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended), and (iv) waste oils and other petroleum hydrocarbon compounds.

ARTICLE 6. POSSESSION. Possession of the Demised Premises shall be delivered to the Tenant as herein provided, free and clear of all Tenants and occupants and the rights of either. The Demised Premises shall also be free of liens, encumbrances and violations of laws, ordinances and regulations adversely affecting the use and occupancy of the Demised Premises, except those presently of record including mortgages and trust deeds and those that may be specified herein. Tenant agrees to deliver to the Landlord physical possession of the Demised Premises, including all keys to the Demised Premises, upon the termination or expiration of this Lease or any extension thereof, in as good order, condition, and state of repair as when received by Tenant, reasonable wear and tear thereof and damage by fire (but only to the extent that Landlord is obligated to restore or repair the Demised Premises under Article 13 of this Lease), acts of God or the elements excepted.

ARTICLE 7. RENT.

7.1 Minimum Rent. The Tenant agrees to pay the Landlord at such address as shall from time to time be designated by Landlord, as minimum rental during the initial term of this Lease without right of offset or deduction, the sum of:

Partial Year 1	\$950,000	i.e.	\$95,000.00/month net/net/net
(10 Payments – 1 st Payment Due October 1, 2015)			
Year 2	\$1,360,000/year	i.e.	\$113,333.33/month net/net/net
Years 3-5	\$1,785,000/year	i.e.	\$148,750.00/month net/net/net
Years 6 –30	Previous Year Rent Plus 2% (2% increase each year)		
Plus two (2), five (5) year options to extend at then current market rates.			

Landlord hereby grants Tenant the right and option to renew this Lease Agreement for two (2) successive five (5) year option renewal terms. Should Tenant desire to exercise the renewal of this Lease, Tenant must notify Landlord in writing stating Tenant's intent to renew this Lease at least 180 days prior to the expiration of the primary Lease term. Tenant must also be current under all Lease

covenants and conditions for either of the Lease renewal rights to be valid and effective. During each such renewal term, all provisions of this Lease shall apply, except for any provision relating to the improvement of the Demised Premises by Landlord or at Landlord's expense, and except that the amount of minimum rental for each such renewal term shall be negotiated and determined by mutual agreement between the parties. If the parties are able to agree on the amount of the minimum rental for either such renewal term within thirty (30) days after receipt by Landlord of Tenant's notice of renewal, the parties shall promptly enter into an amendment to this Lease reflecting the new minimum rental and the new expiration date. If the parties, after using their best, commercially reasonable efforts, are unable to agree on the amount of the minimum rental for either such renewal term within such thirty (30)-day period (as evidenced by the execution and delivery of an amendment to this Lease), then such option to renew (and any subsequent option to renew) shall automatically terminate and be of no further force or effect.

Minimum rental shall be payable monthly, in advance, without demand on the first day of each calendar month throughout the Lease term.

7.2 Late Penalty. Tenant shall be charged a five percent (5%) late fee on all rental and other payments (minimum and/or additional rent) due under this Lease which are received by Landlord more than ten (10) days after their due date. Such late fee shall compensate Landlord for (i) the costs attributable to providing notice of delinquency; and (ii) the expense of servicing the mortgage loan on Landlord's Building from alternative funds. In addition, any rental or other payments due under this Lease which are not paid within twenty (20) days of their due date shall bear interest thereafter at the rate of one and one-half percent (1- 1 /2%) per month, or the highest rate permitted by law, whichever is lower, until paid.

ARTICLE 8. SIGNS. With the prior written approval of Landlord, which approval shall not be unreasonably withheld, and subject to the approval of CDMC and/or DHCO if required, Tenant shall have the right and privilege to place on the building or Demised Premises signage necessary for the operation of Tenant's business. Such sign installation shall not adversely affect or damage the physical structure of the building, nor detract from the overall harmony of the building and the UNLV Research Park development. All such signs must conform with the codes and regulations of Clark County and adhere to the signage criteria for the development.

Upon the expiration or termination of the lease, the Tenant shall remove all signage installed by Tenant and repair any damaged areas on the building or Demised Premises caused thereby, to a condition acceptable to the Landlord.

ARTICLE 9. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the right, subject to Landlord's prior written approval, to make non-structural alterations, additions, or improvements (hereinafter collectively referred to as "improvements") to the interior of the Demised Premises. Said improvements and additions shall be accomplished at Tenant's sole cost and expense and shall be made in compliance with all building codes and ordinances, laws, and regulations applicable to the Demised Premises. Tenant shall cause all improvements to be accomplished in a good workmanlike manner using the same

quality and finish to match existing. Landlord shall have the right, but not the obligation, to require Tenant's removal of said improvements at the expiration or termination of the Lease, including restoration of the Demised Premises, to its original state of improvement, configuration, etc., unless Landlord previously approved such improvements in writing. Tenant shall keep the Demised Premises free from any liens arising out of any work performed, material furnished or obligation incurred by or for Tenant or any person or entity claiming through or under Tenant. In the event that Tenant shall not, within thirty (30) days following the imposition of any such lien, cause the same to be released by payment or posting of a bond, Landlord and/or DHCO shall have the right, but not the obligation, to cause such lien to be released by such means as Landlord deems proper, including payment of the claim giving rise to such lien. All such sums paid and all expenses incurred by Landlord in connection therewith shall be due and payable to Landlord by Tenant as additional rent within fifteen (15) days of Tenant's receipt of Landlord's invoice.

ARTICLE 10. FIXTURES AND PERSONAL PROPERTY. All fixtures (not including trade fixtures) installed or attached to the Demised Premises by and/or at the expense of Tenant shall become the property of DHCO. Any trade fixtures installed in the Demised Premises by and at the expense of the Tenant shall remain the property of the Tenant or Tenant's trade fixture Lessors, and the Landlord agrees that so long as Tenant is not in default hereunder, Tenant or its Lessors shall have the right at any time to remove any and all of its trade fixtures which it may have stored or installed in the Demised Premises. Landlord expressly agrees to waive or subordinate any claim which Landlord may or might have against the trade fixtures and personal property of Tenant in favor of a Lessor or UCC-1 creditor who intends to Lease any of the same to Tenant. Tenant shall be required, at the expiration or termination of this Lease Agreement or any extension or renewal thereof, to remove any and all of its trade fixtures which it may have stored or installed in the Demised Premises. Tenant will repair all damage to the Demised Premises occasioned by such trade fixture removal. If Tenant shall holdover beyond lease expiration or lease termination, with Landlord's approval of such holdover, for removal of fixtures and equipment (not to exceed ten (10) days), Tenant shall pay to the Landlord as rental therefore, a sum equal to the prorated portion of the previous monthly rental thereof. In the event Tenant has not completed the removal of its fixtures and equipment and restoration of the Demised Premises caused thereby, within the ten (10) day period following the expiration or termination of the lease, Landlord shall, in Tenant's behalf and at Tenant's sole and exclusive expense, cause such fixtures and equipment to be removed and the Demised Premises to be restored. Upon completion, the cost of said removal and restoration, plus twenty percent (20%) for overhead and profit, including prorated rental for the period of time required to accomplish such, shall be passed on to Tenant for Tenant's payment to Landlord.

ARTICLE 11. UTILITIES. The Tenant shall pay for all water, heat, gas, electricity, and other costs of utilities connected with, consumed, or used by it in connection with its occupancy of the Demised Premises. In the event any utility service to the Demised Premises is interrupted or temporarily discontinued for any reason whatsoever, Landlord shall not be liable therefore to Tenant and the rent required to be paid hereunder shall not be abated as a result thereof, and Tenant waives any claims it might otherwise have against Landlord as a result of any such interruption or discontinuation. Tenant

shall be responsible for all utilities beginning on the date Tenant takes possession in accordance with Article 3.

ARTICLE 12. MAINTENANCE AND REPAIRS. It is understood and agreed that the Landlord shall, at its sole cost and expense, keep and maintain, during the term of the Lease Agreement or any extension or renewal thereof, only the foundations and structural support portion of the improvements in proper condition and in a good state of repair. Landlord shall not be responsible for any maintenance or repair caused by the fault or neglect of the Tenant, or due to hazards and risks covered or required to be covered by insurance hereunder except as insurance proceeds are available therefor. All other maintenance and repair of said structure and other portions of the Demised Premises, including but not limited to, painting of walls, roof repair and maintenance, repair and replacement and maintenance of equipment, shall be the responsibility of the Tenant.

It is understood and agreed that should either party to this Agreement fail or refuse to start and to proceed thereafter with due diligence to make any repairs or maintenance as may be reasonably necessary for the purpose of fulfilling the terms and conditions of the agreements herein set forth within a reasonable length of time (not to exceed seven (7) days) after being notified in writing of the need thereof, that the other party hereto may make such repairs at the cost and expense of the party so failing or refusing. In the event of an emergency situation, Tenant may, in its discretion, make emergency repairs without giving written notification to Landlord, and Landlord shall reimburse Tenant in the event that such repairs were the responsibility of the Landlord hereunder and were not due to the fault of Tenant or Tenant's agents. The rights of Tenant hereunder specifically do not include the right to offset or deduct any amounts claimed hereunder from rentals due.

Landlord and DHCO reserves the right to enter upon the Demised Premises (in a manner that will not unnecessarily interfere with the business of Tenant) during business hours at any time to inspect the same and to make necessary repairs to fulfill Landlord's obligation hereunder.

Notwithstanding anything to the contrary in this Agreement, the parties agree that Landlord shall be responsible for all repairs on the Demised Premises for twelve months after the term of the Lease begins, except for repairs necessary due to Tenant's negligence or actions.

After the final certificate of occupancy is issued for the Demised Premises, the Tenant may have a commercial inspection done on the Demised Premises by a qualified inspector. Upon completion of such inspection, the Tenant shall forward a copy of such inspection to the Landlord, and the parties will work in good faith to resolve any issues identified by such inspection.

Also, in the event Tenant purchases the Demised Premises from Landlord, Landlord shall assign all warranties on the Demised Premises to Tenant.

ARTICLE 13. RESTORATION OF DAMAGE. If the Demised Premises are partially damaged by fire, the elements or other casualty, covered by the "all risk" insurance policy referred to hereinabove, Landlord

shall promptly repair all damage and restore the Demised Premises to their condition immediately prior to the occurrence of such damage. During the period of reconstruction referred to above, rent payable by Tenant shall ratably abate, based on the percentage of the Demised Premises usable during reconstruction. The term of the Lease shall extend one additional day for each day the entire Demised Premises are not usable due to the reconstruction process.

If the Demised Premises shall be totally destroyed and/or shall it be determined that more than one hundred eighty (180) days will be required to repair or rebuild the Demised Premises, either Landlord and Tenant shall have the right to terminate this Lease Agreement upon written notice to the other within thirty (30) days of the occurrence at which time this Lease Agreement shall become null and void.

ARTICLE 14. EMINENT DOMAIN. If, during the term hereof, or any renewal term, the entire Demised Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such proceeding, or upon the date Tenant is dispossessed under an order of immediate occupancy, whichever first occurs. If less than all of the building comprising the Demised Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, by right of eminent domain, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. If as a result of a taking part of the Demised Premises the Demised Premises is not reasonably suitable for continued operation of a Charter School, either Tenant or Landlord may terminate this lease by providing the Tenant or Landlord with written notice of such election within (30) thirty days of such taking, if either Landlord or Tenant elects to terminate the Lease pursuant this Article 14, this Lease shall terminate (30) days after receipt of the written termination notice. In any taking of the Demised Premises or any part thereof, whether or not this Lease is terminated as provided in this Paragraph, the parties hereto may claim and shall be entitled to receive an award or compensation therefor in accordance with their respective legal rights and interests.

ARTICLE 15. DEFAULT IN PAYMENT OF RENT OR ABANDONMENT. In the event of default by Tenant in the performance of its obligation to pay rent hereunder, or in the event Tenant shall vacate or abandon the Demised Premises, or in the event Tenant, or any guarantor hereunder, shall be adjudicated as bankrupt for the benefit of creditors, or enter into an arrangement or participate voluntarily or involuntarily in any bankruptcy or related proceeding under Federal or State Law, Landlord shall have the right to terminate this Lease and to re-enter the Demised Premises or any part thereof with or without process of law; or Landlord, at his option, without terminating this Lease, shall have the right to re-enter the Demised Premises and sublet the whole or any part thereof, for the account of the Tenant, upon as favorable terms and condition as the market will allow. In the latter event, the Landlord shall have the right to collect any rent which may thereafter become payable under such sublease and to apply the same first to the payment of any expenses incurred by the Landlord in the dispossessing the Tenant and in subletting the Demised Premises, and Landlord may charge interest at the rate equal to one percentage point higher than the prime bank rate of Zions Bank in Salt Lake City, which rate shall

vary from time to time as the prime bank rate varies, per annum on such expenses; and, second, to the payment of the rental herein reserved and the fulfillment of Tenant's covenants hereunder, and the Tenant shall be liable for amounts equal to the installments of rent as they become due, less any amounts actually received by the Landlord and applied on account of rental as aforesaid. The Landlord shall not be deemed to have terminated this Lease by reason of taking possession of the Demised Premises unless written notice of such termination has been served on the Tenant.

In the event Landlord relets the Demised Premises to a replacement tenant pursuant to this Article 15, Tenant shall not be responsible to Landlord for: (i) damage to the Demised Premises, to the extent caused by a replacement tenant or a replacement tenant's employees, contractors, representatives, or invitees; (ii) loss or injury to Landlord to the extent resulting from a replacement tenant's failure to maintain insurance coverages on the Demised Premises consistent with those required pursuant to the terms of this Lease; or (iii) other loss or injury to Landlord to the extent resulting from the "wrongful conduct" of a replacement tenant. For purposes of this Article 15, "wrongful conduct" of a replacement tenant shall include tortious conduct, intentional or negligent damage to property of Landlord, bringing hazardous materials upon the Demised Premises, and criminal conduct of the replacement tenant, but "wrongful conduct" shall not include the failure of a replacement tenant to pay rent, additional rent, or other amounts payable by Tenant under this Lease.

ARTICLE 16. OTHER DEFAULTS BY TENANT. It is mutually agreed that if the Tenant shall default in performing any of the terms or provisions of this Lease Agreement other than as provided in the preceding Article, and if the Landlord shall give to the Tenant notice in writing of such default, and if the Tenant shall fail to cure such default within fifteen (15) days after the date of receipt of such notice, or if the default is of such a character as to require more than fifteen (15) days to cure, and if Tenant shall fail to use reasonable diligence in curing such default, then in such applicable event the Landlord may cure such default for the account of and at the cost and expense of Tenant, plus interest at the rate equal to one percentage point higher than the prime bank rate of Zions Bank, in Salt Lake City, which rate shall vary from time to time as the prime bank rate varies, per annum, and the sum so expended by the Landlord and interest shall be deemed to be additional rent and on demand shall be paid by the Tenant on the day when rent shall next become due and payable. Failure to pay any additional rent as provided in this Article shall be deemed a failure to pay rent within the meaning of Article 15.

ARTICLE 17. QUIET ENJOYMENT. Landlord represents and warrants that it has full right and authority to enter into this Lease. Tenant, upon paying all rentals and performing all the Tenant's covenants, terms and conditions in this Lease Agreement, shall and may peaceably and quietly hold and enjoy the Demised Premises for the term of this Lease Agreement. Tenant understands that other persons and entities conduct businesses or reside near the Demised Premises. Tenant covenants and agrees to conduct its business in such a manner as to not unreasonably interfere with the occupants of surrounding properties. Landlord shall perform all of its obligations under Landlord's lease(s) so as not to interfere with Tenant's right to quiet enjoyment. Landlord shall provide notice to Tenant of any notice of default under Landlord's lease(s). Landlord represents and warrants that Landlord's lease(s) permit Landlord to sublease the Demised Premises.

ARTICLE 18. WAIVER. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof shall impair any such right or power to be construed to be a waiver thereof. Subject to the provisions of this Article, every such right and power may be exercised at any time during the continuance of such default. It is further agreed that a waiver by either of the parties hereto of any of the covenants and agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

ARTICLE 19. ATTORNEY'S FEES. In the event of any action at law or inequity between Landlord and Tenant to enforce any of the provisions and/or rights hereunder or to recover damages for breach hereof, the unsuccessful party to such litigation covenants and agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by such successful party, and if such successful party shall recover judgment, in any such action or proceeding, such costs and expenses and attorney's fees shall be included in and as a part of such judgment.

ARTICLE 20. NOTICES. Any notices or demand required or permitted to be given under this Lease Agreement shall be deemed to have been properly given when, and only when, the same is in writing and has been deposited in the United States Mail, with postage prepaid, to be forwarded by certified mail and addressed as follows:

TO THE LANDLORD AT:

American Preparatory Schools, Inc.
9123 Peruvian, Cir.
Sandy, UT 84093
Attn. Carolyn Sharette

TO THE TENANT AT:

American Preparatory Academy of Las Vegas

Attn. _____

WITH A COPY TO:

Such addresses may be changed from time to time by either party by serving notices as above provided.

ARTICLE 21. SUBORDINATION & ESCROW. This Lease shall be subject and subordinate to all mortgages or trust deeds, the Ground Lease and any other land lease which may now or hereafter affect the real property comprising the Demised Premises, and also to all renewals, modifications, consolidations and replacements of said mortgages and Trust Deeds, the Ground Lease and other land lease. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will,

nevertheless, execute and deliver in a prompt and diligent manner such further instruments confirming such subordination of this Lease as may be desired by the holders of said mortgages or trust deeds.

Tenant receives income from the State of Nevada on a "per pupil" basis. Tenant shall receive income from the State of Nevada into an escrow account acceptable to Landlord. Said Escrow Account shall disburse funds in the following order:

1. To DHCO's (or assignee's) Lender for the minimum due under DHCO's Mortgage (Note: the sum of the payment to DHCO's Lender shall not exceed the minimum rent due under this lease).
2. To DHCO (or assignee) for the balance of the minimum rent due under the Master Building Lease after payment to DHCO's Lender (Note: the sum of the payment to DHCO's Lender and DHCO shall not exceed the minimum rent due under this lease).
3. To Landlord any other amounts then due to Landlord under this Lease.
4. To Tenant.

Upon written notice to escrow agent from DHCO's Lender, escrow agent may eliminate Payee #1 from the above disbursement list.

ARTICLE 22. ASSIGNMENT AND SUBLEASING. Without the specific prior written consent of Landlord first obtained, Tenant may not, at any time, assign this Lease or sublet all or any portion of the Demised Premises. Landlord's consent shall not be unreasonably withheld. Any purported assignment or sublease without Landlord's prior written approval shall be null and void and of no force and effect whatsoever. Landlord may assign this Lease without prior approval of Tenant.

ARTICLE 23. THE ENTIRE AGREEMENT. This Lease Agreement is the entire agreement between the parties and supersedes any prior agreements, representations, negotiations or correspondence between the parties except as expressed herein. Except as otherwise provided in this Lease, no subsequent change or additions to this Lease shall be binding unless in writing and signed by the parties of this Lease.

ARTICLE 24. OBLIGATIONS OF SUCCESSORS. Landlord and Tenant agree that all of the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

ARTICLE 25. HOLD OVER. Tenant may not hold over in the Demised Premises at the expiration or termination of this Lease without the prior written consent of Landlord. If, at the expiration or termination of this Lease or any extension thereof, Tenant shall hold over for any reason, if Landlord consents to the holding over, the tenancy of Tenant thereafter shall be from month-to-month only and shall, in the absence of a written agreement to the contrary, be subject to all the other terms and

conditions of this Lease with the monthly rental adjusted to One Hundred twenty Percent (120%) of the monthly rental for the last month of the primary Lease term or subsequent Lease renewal terms.

ARTICLE 26. Charter School Covenants. Tenant shall comply with the following covenants:

- a. Conform to all requirements and covenants of the Charter with the Charter Authorizer.
- b. Provide Landlord with copies of material correspondence required by the Charter Authorizer, and all financial reports required by the Charter Authorizer and Department of Education in the prescribed form now required.
- c. Provide Landlord with internally generated quarterly financial statements within 45 days of quarter end.
- d. Provide Landlord with copies of unqualified audited annual financial statements within 180 days of fiscal year end.
- e. Provide Landlord with summaries of current student enrollment within 15 days after commencement of each school year, and notify Landlord of any material change in enrollment.
- f. Operate the schools in a manner to maintain the following total enrollment:
 - Year 1 - 971 Students
 - Year 2 - 1,122 Students
 - Subsequent Years - 1,260 Students

Should Tenant fail to achieve the above enrollment, Landlord may require Tenant to retain at its own expense, a Charter School consultant acceptable to the DHCO and the Bank.

- g. Tenant shall not incur any additional indebtedness, in excess of \$100,000, other than payables in the ordinary course, nor permit any encumbrance of the pledged revenue without DHCO's and the Bank's written consent.

ARTICLE 27. LEASE COMMENCEMENT CONDITION. Commencement of this lease is conditional upon DHCO obtaining financing sufficient to construct the necessary improvements at terms acceptable to DHCO at DHCO's sole discretion. If DHCO is unable to obtain such financing, Landlord may, on written notice to Tenant, terminate this Lease, in which event all obligations of the parties hereunder shall cease and have no further force or effect.

ARTICLE 28. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from prompt payment of rent or any other payments required by the terms of this Lease.

ARTICLE 29. ESTOPPEL CERTIFICATE. Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Demised Premises, an estoppel statement shall be required from Tenant. Tenant agrees to deliver to any proposed mortgagee or purchaser, or to Landlord, in recordable form a certificate certifying (if such be the case) that this Lease is in full force and effect, that there are not defenses or offsets thereto, or stating those claimed by Tenant and as to any other matters requested.

ARTICLE 30. GOVENING LAW. Nevada Law governs the performance and interpretation of this Sublease Agreement. In the event of a conflict between this Sublease Agreement and the any applicable law Nevada Law takes precedence.

[Remainder of page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the Landlord and Tenant have duly executed this Lease Agreement on the day and year first above written.

LANDLORD: APS
By: Carolyn Sharrette
Printed Name: Carolyn Sharrette

TENANT: American Preparatory Academy, a Nevada Charter School
By: LIA
Lee Iglody, Chairman

Attached hereto and incorporated herein:

Exhibit "A"	Site Plan
Exhibit "B"	Preliminary Plans
Exhibit "C"	NOT USED
Exhibit "D"	Ground Lease
Exhibit "E"	Master Building Lease
Exhibit "B-1"	Final Plans and Specifications (incorporated by reference - not attached)
Exhibit "B-2"	Addenda #1 thru #3 to Plans & Specifications

PHASE-1 OCCUPANT LOAD SCHEDULE:
(PREVIOUSLY APPROVED - CLACK COUNTY PLAN CHECK PACK # 14-3358)

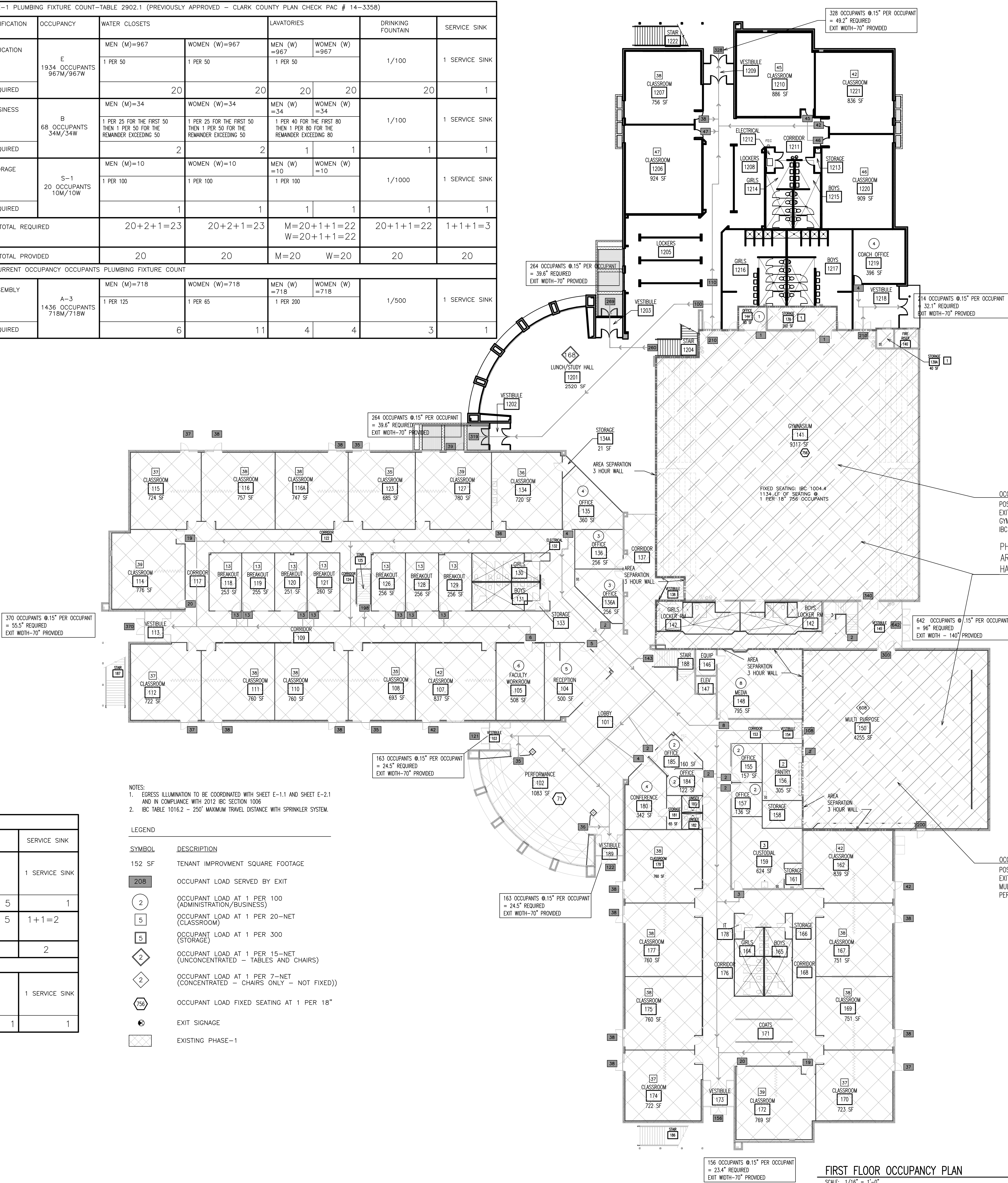
ROOM	ROOM NUMBER	OCCUPANT LOAD	TOTAL OCCUPANTS	ROOM	ROOM NUMBER	OCCUPANT LOAD	TOTAL OCCUPANTS	
RECEPTION	104	1 PER 100	5	OFFICE	202	1 PER 100	2	
FACULTY WORKROOM	105	1 PER 100	6	OFFICE	203	1 PER 100	2	
OFFICE	135	1 PER 100	4	OFFICE	204	1 PER 100	2	
OFFICE	136	1 PER 100	3	OFFICE	212	1 PER 100	1	
OFFICE	136A	1 PER 100	3	SERVER BUSINESS MGR OFFICE OFFICE OFFICE OFFICE OFFICE OFFICE OFFICE	223	1 PER 100	2	
MEDIA	148	1 PER 100	8		224	1 PER 100	2	
OFFICE	144	1 PER 100	3		232	1 PER 100	1	
OFFICE	155	1 PER 100	2		233	1 PER 100	3	
OFFICE	157	1 PER 100	2		235	1 PER 100	2	
CONFERENCE	180	1 PER 100	4		265	1 PER 100	2	
OFFICE	184	1 PER 100	2		268	1 PER 100	6	
OFFICE	185	1 PER 100	2		269	1 PER 100	2	
CLASSROOM	107	1 PER 20 NET	42		CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM CLASSROOM	205	1 PER 20 NET	73
CLASSROOM	108	1 PER 20 NET	35			207	1 PER 20 NET	34
CLASSROOM	110	1 PER 20 NET	38	208		1 PER 20 NET	37	
CLASSROOM	111	1 PER 20 NET	38	209		1 PER 20 NET	37	
CLASSROOM	112	1 PER 20 NET	27	210		1 PER 20 NET	37	
CLASSROOM	114	1 PER 20 NET	39	215		1 PER 20 NET	28	
CLASSROOM	115	1 PER 20 NET	37	218		1 PER 20 NET	49	
CLASSROOM	116	1 PER 20 NET	38	219		1 PER 20 NET	35	
CLASSROOM	116A	1 PER 20 NET	38	220		1 PER 20 NET	41	
BREAKOUT	118	1 PER 20 NET	13	222		1 PER 20 NET	18	
BREAKOUT	119	1 PER 20 NET	13	226		1 PER 20 NET	49	
BREAKOUT	120	1 PER 20 NET	13	241		1 PER 20 NET	46	
BREAKOUT	121	1 PER 20 NET	13	242		1 PER 20 NET	39	
CLASSROOM	123	1 PER 20 NET	35	243		1 PER 20 NET	37	
BREAKOUT	126	1 PER 20 NET	13	247		1 PER 20 NET	72	
CLASSROOM	127	1 PER 20 NET	39	249		1 PER 20 NET	38	
BREAKOUT	128	1 PER 20 NET	13	250		1 PER 20 NET	37	
BREAKOUT	129	1 PER 20 NET	13	251		1 PER 20 NET	39	
CLASSROOM	134	1 PER 20 NET	36	261		1 PER 20 NET	36	
CLASSROOM	162	1 PER 20 NET	42	262		1 PER 20 NET	38	
CLASSROOM	167	1 PER 20 NET	38	263	1 PER 20 NET	38		
CLASSROOM	169	1 PER 20 NET	38	264	1 PER 20 NET	38		
CLASSROOM	170	1 PER 20 NET	37					
CLASSROOM	172	1 PER 20 NET	39					
CLASSROOM	174	1 PER 20 NET	37					
CLASSROOM	175	1 PER 20 NET	38					
CLASSROOM	177	1 PER 20 NET	38					
CLASSROOM	179	1 PER 20 NET	38	STORAGE	238	1 PER 300	2	
PERFORMANCE **	102	18" PER LINEAR	71	STORAGE	244	1 PER 300	1	
GYMNASIUM **	141	18" PER LINEAR	756	STORAGE	245	1 PER 300	1	
				STORAGE	246	1 PER 300	1	
STORAGE	139	1 PER 300	1	CUSTODIAL PANTRY				
STORAGE	139A	1 PER 300	1		225	1 PER 300	1	
PANTRY	156	1 PER 300	2		213	1 PER 300	3	
STORAGE	158	1 PER 300	1					
CUSTODIAL	159	1 PER 300	3					
MULTI-PURPOSE **	150	1 PER 7 NET	608					
TOTAL OCCUPANT LOAD FIRST FLOOR 2365				MULTI PURPOSE ** 214 1 PER 15 NET 179				
				TOTAL OCCUPANT LOAD SECOND FLOOR 1111				
NOTE: ** INDICATES CONCURRENT OCCUPANCY USAGE								

PHASE-2 OCCUPANT LOAD SCHEDULE:

ROOM	ROOM NUMBER	OCCUPANT LOAD	TOTAL OCCUPANTS	ROOM	ROOM NUMBER	OCCUPANT LOAD	TOTAL OCCUPANTS
LUNCH/STUDY HALL	1201	1 PER 15 NET	168	LECTURE ROOM	2086	1 PER 7 NET	338
COACH OFFICE	1219	1 PER 100	4				
CLASSROOM	1206	1 PER 20 NET	47	CLASSROOM	2083	1 PER 20 NET	39
CLASSROOM	1207	1 PER 20 NET	38	CLASSROOM	2084	1 PER 20 NET	38
CLASSROOM	1210	1 PER 20 NET	45	CLASSROOM	2085	1 PER 20 NET	37
CLASSROOM	1220	1 PER 20 NET	46	CLASSROOM	2087	1 PER 20 NET	46
CLASSROOM	1221	1 PER 20 NET	42	CLASSROOM	2088	1 PER 20 NET	42
				CLASSROOM	2089	1 PER 20 NET	45
TOTAL OCCUPANT LOAD FIRST FLOOR 390				TOTAL OCCUPANT LOAD SECOND FLOOR 585			

PHASE-2 PLUMBING FIXTURE COUNT-TABLE 2902.1							
CLASSIFICATION	OCCUPANCY	WATER CLOSETS		LAVATORIES		DRINKING FOUNTAIN	SERVICE SINK
EDUCATION	E 1934 OCCUPANTS 967M/967W	MEN (M)=233	WOMEN (W)=233	MEN (W) =233	WOMEN (W) =233	1/100	1 SERVICE SINK
		1 PER 50	1 PER 50	1 PER 50			
REQUIRED		5	5	5	5		
TOTAL REQUIRED		5	5	M=5 W=5		5	1+1=2
TOTAL PROVIDED		7	13	M=13 W=13		4	2
CONCURRENT OCCUPANCY OCCUPANTS PLUMBING FIXTURE COUNT							
ASSEMBLY	A-3 1436 OCCUPANTS 718M/718W	MEN (M)=169	WOMEN (W)=169	MEN (W) =169	WOMEN (W) =169	1/500	1 SERVICE SINK
		1 PER 125	1 PER 65	1 PER 200			
REQUIRED		2	3	1	1		
						1	1

PHASE-1 PLUMBING FIXTURE COUNT-TABLE 2902.1 (PREVIOUSLY APPROVED – CLARK COUNTY PLAN CHECK PAC # 14-3358)							
CLASSIFICATION	OCCUPANCY	WATER CLOSETS		LAVATORIES		DRINKING FOUNTAIN	SERVICE SINK
EDUCATION	E 1934 OCCUPANTS 967M/967W	MEN (M)=967	WOMEN (W)=967	MEN (W) =967	WOMEN (W) =967	1/100	1 SERVICE SINK
		1 PER 50	1 PER 50	1 PER 50			
REQUIRED		20	20	20	20		
BUSINESS	B 68 OCCUPANTS 34M/34W	MEN (M)=34	WOMEN (W)=34	MEN (W) =34	WOMEN (W) =34	1/100	1 SERVICE SINK
		1 PER 25 FOR THE FIRST 50 THEN 1 PER 50 FOR THE REMAINDER EXCEEDING 50	1 PER 25 FOR THE FIRST 50 THEN 1 PER 50 FOR THE REMAINDER EXCEEDING 50	1 PER 40 FOR THE FIRST 80 THEN 1 PER 80 FOR THE REMAINDER EXCEEDING 80			
REQUIRED		2	2	1	1		
STORAGE	S-1 20 OCCUPANTS 10M/10W	MEN (M)=10	WOMEN (W)=10	MEN (W) =10	WOMEN (W) =10	1/1000	1 SERVICE SINK
		1 PER 100	1 PER 100	1 PER 100			
REQUIRED		1	1	1	1		
TOTAL REQUIRED		20+2+1=23		M=20+1+1=22 W=20+1+1=22		20+1+1=22	1+1+1=3
TOTAL PROVIDED		20		M=20 W=20		20	20
CONCURRENT OCCUPANCY OCCUPANTS PLUMBING FIXTURE COUNT							
ASSEMBLY	A-3 1436 OCCUPANTS 718M/718W	MEN (M)=718	WOMEN (W)=718	MEN (W) =718	WOMEN (W) =718	1/500	1 SERVICE SINK
		1 PER 125	1 PER 65	1 PER 200			
REQUIRED		6	11	4	4		



- NOTES:
- GRESS ILLUMINATION TO BE COORDINATED WITH SHEET E-1.1 AND SHEET E-2.1 AND IN COMPLIANCE WITH 2012 IBC SECTION 1006
 - IBC TABLE 1016.2 - 250' MAXIMUM TRAVEL DISTANCE WITH SPRINKLER SYSTEM.

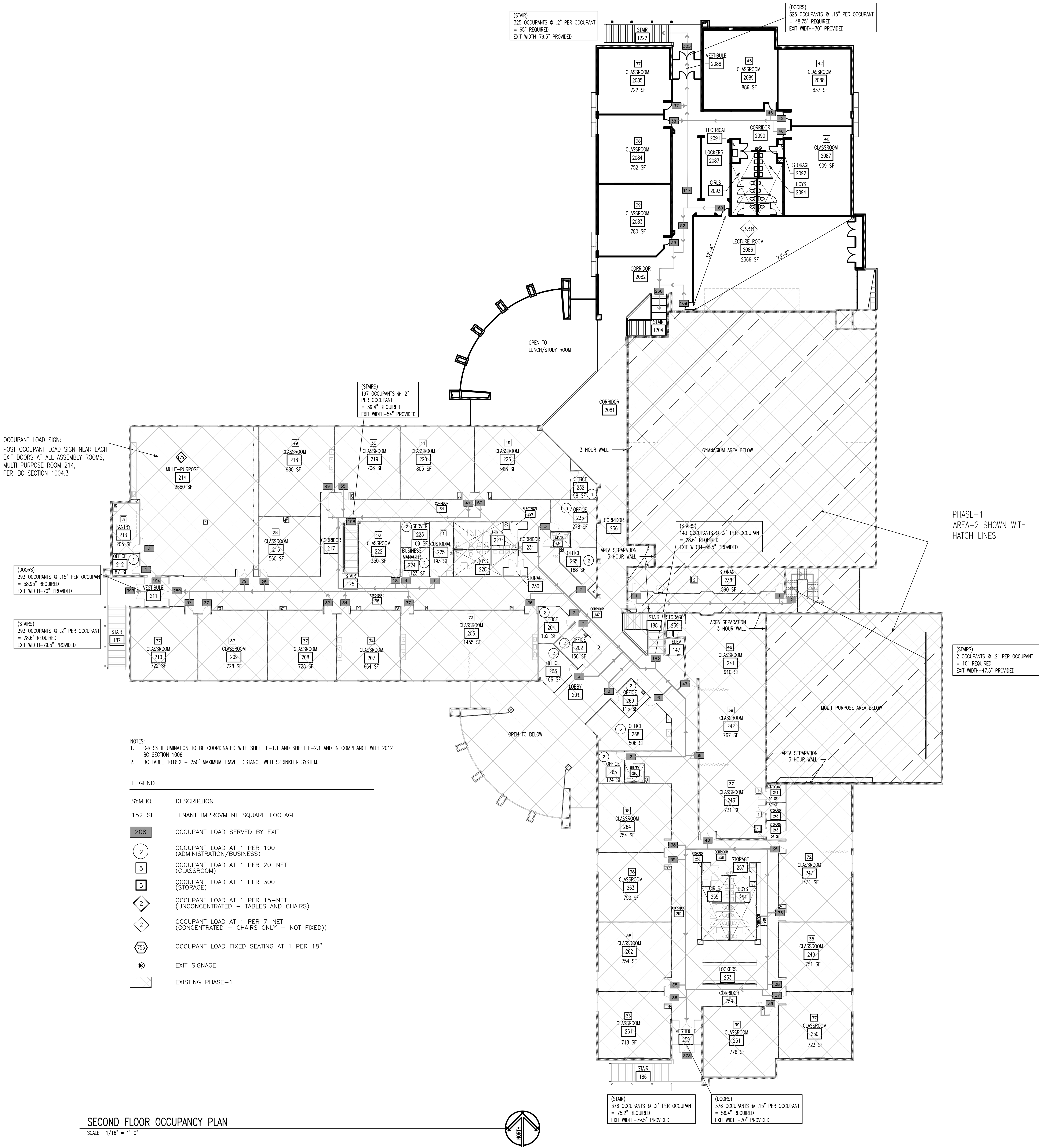
LEGEND

SYMBOL	DESCRIPTION
152 SF	TENANT IMPROVEMENT SQUARE FOOTAGE
208	OCCUPANT LOAD SERVED BY EXIT
2	OCCUPANT LOAD AT 1 PER 100 (ADMINISTRATION/BUSINESS)
5	OCCUPANT LOAD AT 1 PER 20-NET (CLASSROOM)
5	OCCUPANT LOAD AT 1 PER 300
2	OCCUPANT LOAD AT 1 PER 15-NET (UNCONCENTRATED - TABLES AND CHAIRS)
2	OCCUPANT LOAD AT 1 PER 7-NET (CONCENTRATED - CHAIRS ONLY - NOT FIXED))
756	OCCUPANT LOAD FIXED SEATING AT 1 PER 18"
EXIT SIGNAGE	EXIT SIGNAGE
EXISTING PHASE-1	EXISTING PHASE-1



1771 E FLAMINGO RD
SUITE A106
LAS VEGAS, NV 89119
adm@americanprep.com
p. 702.478.8802

revisions/adder		
mark	date	comment
1		
2		
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4		
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24		
25		
26		
27		



Hs

1771 E FLAMINGO RD
SUITE A106
LAS VEGAS, NV 89119
admin@hansu.com
p. 702.478.8802

revisions/addenda

mark	date	comment
1	06/23/15	ARCHITECTURAL COORDINATION
2	06/23/15	PLAN CHECK LETTER 6/23/15

HWANUSU SHROFF
REGISTERED
No. 1640
Exp. 12/31/15
ARCHITECT
STATE OF NEVADA

BMC

5695 McLeod Dr, Las Vegas, NV 89120
www.bmcnv.com
NV#65572 (B)(AB)(7)(17)(L) #7069483-5501, CR#201794
AZ#PCC253945 dba BDM Construction
p.702.454.9731 f.702.454.3735

AMERICAN PREPARATORY ACADEMY

HIGH SCHOOL ADDITION- UNLV Research Park Campus

owner approval

initials	date	phase

project information

project no: 15007AK
dwg file: G004.DWG
drawn by: KLR, HS
checked by: HIS
drawing scale: 1/16" = 1'-0"
date: 05/29/2015

sheet name

SECOND FLOOR
OCCUPANCY /
EXITING PLAN

sheet number

G004



BUILDING DEPARTMENT

4701 W. RUSSELL ROAD • LAS VEGAS, NV 89118 • (702) 455-3000

CERTIFICATE OF OCCUPANCY

Permit #: 14-3358 Zone: M-D/CMA
Site Address: 8377 W PATRICK LN
Prop. Description: LAND DIVISION 50-80 LOT 2
& VAC RD
Project Name: AMERICAN PREPARATORY ACADEMY
Tenant Name: AMERICAN PREPARATORY Tenant #:
Owner Name: U N L V RESEARCH FOUNDATION
Contractor Name: BOYD MARTIN CONSTRUCTION LLC State Lic. #: 0055572
Contractor Addr.: 5965 MCLEOD DRIVE
LAS VEGAS NV 89120
Ctr. Phone: (702) 454-9731 Parcel #: 163-33-301-004 # Of Units: 0
Code Year: 2009
Construction Type: III-B Occupancy: E Occupant Load: 3456
Sq. Ft.: 89575 Building Final: 7/21/16 Issue Date: 7/22/16
Application Type: EDUCATIONAL BLDG-NEW
Description of Work:

NOTICE TO APPLICANT

This structure is deemed to be in substantial compliance with fire, life safety and structural provisions of the adopted codes of construction. Records concerning the construction of this building are on file with the building department in compliance with the appropriate records procedures.

This Certificate must be posted and maintained within any non-single family building or structure referenced above. Any construction to be done beyond the final building inspection date, above, requires a new building permit.

7/22/16

DATE APPROVED


RONALD L. LYNN, DIRECTOR/BUILDING OFFICIAL

This certificate of Occupancy provides no warranty or guarantee either expressed or implied.



BUILDING DEPARTMENT

4701 W. RUSSELL ROAD • LAS VEGAS, NV 89118 • (702) 455-3000

CERTIFICATE OF OCCUPANCY

Permit #: 15-29473 Zone:

Site Address: 8377 W PATRICK LN

Prop. Description: LAND DIVISION 50-80 LOT 2
& VAC RD

Project Name: AMERICAN PREPARATORY ACADMEY

Tenant Name: AMERICAN PREPARATORY Tenant #:

Owner Name: U N L V RESEARCH FOUNDATION

Contractor Name: BOYD MARTIN CONSTRUCTION LLC State Lic. #: 0055572

Contractor Addr.: 5965 MCLEOD DRIVE
LAS VEGAS NV 89120

Ctr. Phone: (702) 454-9731 Parcel #: 163-33-301-004 # Of Units: 0

Code Year: 2012

Construction Type: III-B Occupancy: E Occupant Load: 975

Sq. Ft.: 26800 Building Final: 7/01/16 Issue Date: 7/05/16

Application Type: EDUCATIONAL BLDG-ADDITION

Description of Work:

NOTICE TO APPLICANT

This structure is deemed to be in substantial compliance with fire, life safety and structural provisions of the adopted codes of construction. Records concerning the construction of this building are on file with the building department in compliance with the appropriate records procedures.

This Certificate must be posted and maintained within any non-single family building or structure referenced above. Any construction to be done beyond the final building inspection date, above, requires a new building permit.

7/05/16

KDS

DATE APPROVED

Ronald L. Lynn
RONALD L. LYNN, DIRECTOR/BUILDING OFFICIAL

This certificate of Occupancy provides no warranty or guarantee either expressed or implied.

STATE OF NEVADA

BRIAN SANDOVAL
Governor

BRUCE BRESLOW
Director



STEVE GEORGE
Administrator

TODD R. SCHULTZ CSP, CSHM
Chief Administrative Officer

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
SAFETY CONSULTATION AND TRAINING SECTION

December 16, 2015

Mr. Ron Banks
Operations Director
American Preparatory Academy
8377 West Patrick Ln
Las Vegas NV 89113

Dear Mr. Banks:

Thank you for sending us your description of the actions you have taken to correct the serious hazards documented in our visit report #114341. Your response was received on December 15, 2015. We have reviewed your response and are pleased to inform you that your actions, as stated, have corrected the identified hazards.

We congratulate you on the successful elimination of the serious hazards identified during the survey of your workplace. Through voluntary compliance with assistance from the Safety Consultation and Training Section, you are meeting the basic intent and stated purpose of the Nevada Occupational Safety and Health Act: "To provide safe and healthful working conditions for every employee."

Due to periodic changes in the OSHA regulations and their interpretations, it is important for you to review your operations regularly with respect to identifying, correcting, and preventing hazards.

Our office also offers on-going training programs that may be of benefit to your company. Our trainers conduct scheduled training sessions on a variety of topics, and will also conduct training on specific topics as requested by an employer.

It has been a pleasure to serve you. If you have any questions or require additional information or assistance, please feel free to contact us. If you know of any other employer who could benefit from our services, please refer them to SCATS or let us know how we can contact them.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Harris".

Bob Harris
Consultation Supervisor

Your Partner for a Safer Nevada
www.4safenv.state.nv.us

BRIAN SANDOVAL
Governor
STEVE CANAVERO, Ph.D.
Superintendent
of Public Instruction

STATE OF NEVADA

DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
(775) 687 - 9200 · Fax: (775) 687 - 9101
<http://www.doe.nv.gov>

SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway, Suite 221
Las Vegas, Nevada 89183
(702) 486-6458
Fax: (702) 486-6450
www.doe.nv.gov/Educator_Licensure

Charter School Budget

American Preparatory Academy - Las Vegas herewith submits the Final Approved
budget for the fiscal year ending June 30, 2017

This budget contains 2 governmental fund types with estimated expenditures of \$ 8,879,764
0 proprietary funds with estimated expenses of \$ 0 .

Per NAC 387.730:

TENTATIVE budget is due to the clerk or secretary of the Charter School Governing Body and Nevada Department of Education (NDE) by **April 15** annually.

FINAL budget must be adopted on or before **June 8** Annually. Copies of the approved final budget are **SUBMITTED** by the Charter School Governing Body to NDE, Legislative Council Bureau and the Charter School sponsor if other than the Department of Education.

CERTIFICATION

I, Lee Iglody
(Print Name of Governing Board President)
(Signature of Governing Board President)

certify that all applicable funds and financial
operations of this Local Government are
listed herein

Signed _____

Dated: _____

APPROVED BY THE GOVERNING BOARD

SCHEDULED PUBLIC HEARING:

Date and Time: _____

Publication Date: _____

Place: _____

ENROLLMENT AND BASIC SUPPORT GUARANTEE INFORMATION

	WEIGHTED ACTUAL PRIOR YEAR ENDING 06/30/15	WEIGHTED ACTUAL CURRENT YEAR ADE ENDING 06/30/16	WEIGHTED ESTIMATED ADE - YEAR ENDING 06/30/17
1. Pre-kindergarten (NRS 388.490)	<u> </u> x .6 = 0.0	<u> </u> x .6 = 0.0	<u> </u> x .6 = 0.0
2. Kindergarten	<u>100</u> x .6 = 60.0	<u>162</u> x .6 = 97.2	<u>96</u> x .6 = 57.6
3. Elementary	<u>250</u>	<u>996</u>	<u>960</u>
4. Secondary	<u>60</u>	<u>259</u>	<u>384</u>
5. Ungraded	<u> </u>	<u> </u>	<u> </u>
6. Subtotal	<u>370.0</u>	<u>1,352.2</u>	<u>1,401.6</u>
7. Students transported into Nevada from out-of-state	<u> </u>	<u> </u>	<u>0</u>
8. Students transported to another state	<u> </u>	<u> </u>	<u> </u>
9. Total WEIGHTED enrollment	<u>370.0</u>	<u>1,352.2</u>	<u>1,401.6</u>
10. Hold Harmless			<u> </u>

11. Basic support per pupil amount, Year Ending 06/30/17 2017 per pupil estimated amount per SB515		<u>5,573</u>	Use rates below:	Reference amounts for #12 Estimate: "Outside Revenue"
	WEIGHTED Est. SY16-17 ADE	Subtotal		
School District	2017			
Carson City	\$ 6,996	\$0		1,016.71
Churchill	\$ 6,813	\$0		1,064.23
Clark	\$ 5,573	\$7,811,117		983.27
Douglas	\$ 6,078	\$0		2,487.14
Elko	\$ 7,600	\$0		1,280.19
Esmeralda	\$ 24,825	\$0		6,610.51
Eureka	\$ 10,613	\$0		33,018.86
Humboldt	\$ 6,664	\$0		2,424.72
Lander	\$ 4,468	\$0		6,083.11
Lincoln	\$ 10,651	\$0		1,481.56
Lyon	\$ 7,343	\$0		903.02
Mineral	\$ 9,189	\$0		1,731.04
Nye	\$ 7,794	\$0		1,465.11
Pershing	\$ 9,371	\$0		2,439.28
Storey	\$ 8,094	\$0		6,156.83
Washoe	\$ 5,669	\$0		1,159.13
White Pine	\$ 7,848	\$0		1,440.93
Multidistrict	1,401.6	\$7,811,117	<u>5,573</u>	
12. Estimated "Outside Revenue" (Supplemental Support) per pupil This is the per pupil share of local taxes, etc, from the district.		<u>\$992</u>		
13. Total basic support for enrollee including outside revenue			Total Weighted-#9 \$ 9,201,504.00	Hold Harmless-#10 \$ -
14. Estimated number of special education program units	<u>1</u>	(Should be 0 or 2 maximum - see prior year allotment)		
	X <u>55,141</u>	amount per unit	<u>\$55,141</u>	
15. TOTAL BASIC SUPPORT GUARANTEE (Number 13 +14)			Total Weighted \$ 9,256,645.00	Hold Harmless \$ 55,141.00

Fiscal Year 2016-2017 Charter School American Preparatory Academy - Las Vegas

Form 3		(1)	(2)	(3)	(4)	(4)
American Preparatory Academy - Las Vegas		ACTUAL PRIOR	ESTIMATED	BUDGET YEAR ENDING 06/30/17		AMENDED
REVENUE		YEAR ENDING	YEAR ENDING	TENTATIVE	FINAL	FINAL
		06/30/15	06/30/16	APPROVED	APPROVED	APPROVED
1000	LOCAL SOURCES					
1100	Taxes					
1110	Ad Valorem Taxes					
1111	Net Proceed of Mines					
1120	Sales & Use/School Support Taxes					
1140	Penalties & Interest on Tax					
1150	Residential Construction Tax					
1190	Other					
1200	Revenue from Local Govmt Units other than School Districts					
1300	Tuition					
1310	Tuition from Individuals					
1320	Tuition-other Govt sources within State					
1330	Tuition-other Govt sources out of State					
1400	Transportation Fees					
1410	Trans Fees from Individuals					
1420	Trans Fees - other Govt within State					
1430	Trans Fees - other Govt out of State					
1440	Trans Fees - Other Private Sources					
1500	Investment Income					
1600	Food Services					
1610	Daily Sales - Reimbursable Program					
1620	Daily Sales - Non-Reimbursable Progm					
1630	Special Functions					
1650	Daily Sales - Summer Food Program					
1700	Direct Activities					
1800	Community Service Activities					
1900	Other Revenues					
1910	Rent					
1920	Donations					
1930	Gains/Loss on Sales of Capital Assets					
1940	Textbook Sales & Rentals					
1950	Misc Revenues from Other Districts					
1951	Charter School Fees portion of code 1951					
1960	Misc Revenues from Other Local Govt					
1970	Operating Revenues					
1980	Refund of Prior Year's Expenditures					
1990	Miscellaneous - local sources	6,691				
TOTAL LOCAL SOURCES		6,691	0	0	0	0
3000	REVENUE FROM STATE SOURCES					
3100	Unrestricted Grants-in-Aid					
3110	Distributive School Account (DSA)	2,450,783	8,903,227	9,207,630	9,201,504	
3115	Special Ed portion of DSA	24,283	50,000	55,141	\$55,141	
3200	State Govt Restricted Funding					
3210	Special Transportation					
3220	Adult High School Diploma Program Fnd					
3230	Class Size Reduction					
3800	Revenue in Lieu of Taxes					
3900	Revenue for/on Behalf of School Dist					
TOTAL STATE SOURCES		2,475,066	8,953,227	9,262,771	9,256,645	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 3 Revenues

Page 1 of 2

3/4/16

		(1)	(2)	(3)	(4)	(4)
		ACTUAL PRIOR	ESTIMATED	BUDGET YEAR ENDING 06/30/17		AMENDED
REVENUE		YEAR ENDING	YEAR ENDING	TENTATIVE	FINAL	FINAL
		06/30/15	06/30/16	APPROVED	APPROVED	APPROVED
4000	FEDERAL SOURCES					

4100	Unrestricted Grants-in-Aid DIRECT from Fed Govt					
4103	E-Rate Funds					
4200	Unrestricted Grants-in-Aid from Fed Govt pass thru the State					
4300	Restricted Grants-in-Aid Direct - Fed					
4500	Restricted Grants-in-Aid Fed Govnt pass-thru the State					
4700	Grants-in-Aid from Fed Govt Thru Other Intermediate Agencies					
4800	Revenue in Lieu of Taxes					
4900	Revenue for/on Behalf of School District					
TOTAL FEDERAL SOURCES		0	0	0	0	0
OTHER RESOURCES AND FUND BALANCE		(1)	(2)	(3)	(4)	(4)
		ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	BUDGET YEAR ENDING 06/30/17 TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
5000	OTHER FINANCING SOURCES					
5100	Issuance of Bonds					
5110	Bond Principal					
5120	Premium of Discount on the Issuance of Bonds					
5200	Fund Transfers In					
5300	Proceeds from the Disposal of Real or Personal Property					
5400	Loan Proceeds					
5500	Capital Lease Proceeds					
5600	Other Long-Term Debt Proceeds					
6000	Other Items					
6100	Capital Contributions					
6200	Amortization of Premium on Issuance of Bonds					
6300	Special Items					
6400	Extraordinary Items					
TOTAL OTHER SOURCES		0	0	0	0	0
8000 OPENING FUND BALANCE						
Reserved Opening Balance						
Unreserved Opening Balance		100,762	138,869		1,346,202	
TOTAL OPENING FUND BALANCE		100,762	138,869	0	1,346,202	0
Prior Period Adjustments						
Residual Equity Transfers						
TOTAL ALL RESOURCES		2,582,519	9,092,096	9,262,771	10,602,847	0

Budget Fiscal Year 2016-2017

American Preparatory Academy - Las Vegas Form 4		(1)	(2)	(3)	(4)	(5)
PROGRAM FUNCTION OBJECT		ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
100 REGULAR PROGRAMS						
1000	Instruction					
100	Salaries	806,223	2,642,300	2,774,414	2,974,414	
200	Benefits	130,128	897,002	941,852	991,852	
300/400/500	Purchased Services				8,000	
600	Supplies	241,973	217,584	228,463	180,000	
700	Property					
800	Other					
2100-2600, 2900	Other Support Services					
100	Salaries	160,684	735,452	772,224	772,224	
200	Benefits	21,290	238,383	250,302	250,302	
300/400/500	Purchased Services	798,107	2,456,561	2,628,520	3,456,051	
600	Supplies	166,719	224,100	611,906	128,900	
700	Property					
800	Other	19,731	13,696	14,381	2,500	
2700	Student Transportation					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
100 TOTAL REGULAR PROGRAMS		2,344,856	7,425,076	8,222,062	8,764,243	0
140 Summer School for Reg Programs						
1000	Instruction					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2100-2600, 2900	Other Support Services					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2700	Student Transportation					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
140 TOTAL Summer School - Reg Prog		0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

American Preparatory Academy - Las Vegas		(1)	(2)	(3)	(4)	(5)
PROGRAM FUNCTION OBJECT		ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
200 SPECIAL PROGRAMS						

1000	Instruction					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2100-2600, 2900	Other Support Services					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2700	Student Transportation					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
200 SPECIAL PROGRAMS		0	0	0	0	0
240 Summer School for Special Programs						
1000	Instruction					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2100-2600, 2900	Other Support Services					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2700	Student Transportation					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
240 TOTAL Summer School - Spec Prog		0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)	(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
270 Gifted and Talented Programs					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					

300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
270 TOTAL Gifted & Talented Programs	0	0	0	0	0
300 Vocational & Technical Programs					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
300 Total Vocational & Technical Prog	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
340 Summer School for Voc & Tech					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					

340 Total Summer School for Voc & Tech	0	0	0	0	0
420 English for Speakers of Other Lang					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
420 Total Speakers of Other Lang	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/17		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
430 At Risk Education Programs					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
430 Total At Risk Education Programs	0	0	0	0	0
440 Summer School for Other Inst Prog					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					

200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2700	Student Transportation					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
440	Total Summer School for Other Inst Prog	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)	(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
490 Other Instructional Programs					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
490 Total Other Instructional Programs	0	0	0	0	0

American Preparatory Academy - Las Vegas

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800 Community Services Programs					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					

100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
800 Total Community Services Programs	0	0	0	0	0
900 Co-curricular & Extra-Curricular					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
900 Co-curricular & Extra-Curricular	0	0	0	0	0

American Preparatory Academy - Las Vegas

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Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/17		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
000 UNDISTRIBUTED EXPENDITURES					
2100 Support Services-Students					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100 SUBTOTAL	0	0	0	0	0
2200 Support Services-Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2200 SUBTOTAL	0	0	0	0	0
2300 Support Services-Gen Admin					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2300 SUBTOTAL	0	0	0	0	0
2400 Support Serv-School Admin					
100 Salaries					

200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2400 SUBTOTAL	0	0	0	0	0
2500 Central Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2500 SUBTOTAL	0	0	0	0	0

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PROGRAM FUNCTION OBJECT	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/17		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
2600 Operating/Maintenance Plant Service					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2600 SUBTOTAL	0	0	0	0	0
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 SUBTOTAL	0	0	0	0	0
2900 Other Support (All Objects)					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2900 SUBTOTAL	0	0	0	0	0
2000s TOTAL SUPPORT SERVICES	0	0	0	0	0
3100 Food Service					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
3100 TOTAL FOOD SERVICES	0	0	0	0	0

American Preparatory Academy - Las Vegas

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	(1)	(2)	(3)	(4)	(5)
--	-----	-----	-----	-----	-----

PROGRAM FUNCTION OBJECT	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	BUDGET YEAR ENDING 06/30/17		
			TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
4100 Land Acquisition					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4100 SUBTOTAL	0	0	0	0	0
4200 Land Improvement					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4200 SUBTOTAL	0	0	0	0	0
4300 Architecture/Engineering					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4300 SUBTOTAL	0	0	0	0	0
4400 Educational Specifications Dev					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4400 SUBTOTAL	0	0	0	0	0
4500 Building Improvement					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4500 SUBTOTAL	0	0	0	0	0
4600 Site Improvement					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4600 SUBTOTAL	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(3) (4)		(5)
	ACTUAL PRIOR YEAR ENDING	ESTIMATED CURRENT YEAR ENDING	BUDGET YEAR ENDING 06/30/17		AMENDED FINAL
	06/30/15	06/30/16	TENTATIVE APPROVED	FINAL APPROVED	FINAL APPROVED
4700 Building Improvement					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					

700	Property					
800	Other					
4700	SUBTOTAL	0	0	0	0	0
4900	Other (All Objects)					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
4900	SUBTOTAL	0	0	0	0	0
4000s	TOTAL FACILITIES ACQUISITION AND	0	0	0	0	0
5000	Debt Service	53,865	320,817	526,345	115,521	
000	TOTAL UNDISTRIBUTED EXPENDITURES	53,865	320,817	526,345	115,521	0
	TOTAL ALL EXPENDITURES	2,398,721	7,745,894	8,748,407	8,879,764	0
6300	Contingency (not to exceed 3% of Total Expenditures)	XXXXXXXXXXXX				
8000	ENDING FUND BALANCE					
	Reserved Ending Balance					
	Unreserved Ending Balance					
	TOTAL ENDING FUND BALANCE	0	0	0	0	0
	TOTAL APPLICATIONS	2,398,721	7,745,894	8,748,407	8,879,764	0
CHECKS:						
	Contingency cannot exceed:	XXXXXXXX	232,377	262,452	266,393	0
	Calculated Total Ending Fund Balance:	183,798	1,346,202	514,364	1,723,083	0

American Preparatory Academy - Las Vegas

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Form 4 Expenditures

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American Preparatory Academy - Las Vegas

ALL EXISTING OR PROPOSED

* - Type - use codes 1-11

- 1 - General Obligation Bonds
- 2 - G. O. Revenue Supported Bonds
- 3 - G. O. Special Assessment Bonds
- 4 - Revenue Bonds
- 5 - Medium-Term Financing

- 6 - Medium-Term Financing - Lease Purchase
- 7 - Capital Leases
- 8 - Special Assessment Bonds
- 9 - Mortgages
- 10 - Other (Specify Type)
- 11 - Proposed (Specify Type)

(1) NAME OF LOAN List and Subtotal By Fund	(2) Type *	(3) Number of Months of TERM	(4) ORIGINAL AMOUNT OF ISSUE	(5) ISSUE DATE	(6) FINAL PAYMENT DATE	(7) INTEREST RATE	(8) BEGINNING OUTSTANDING BALANCE 7/1/16	(9) (10) REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/17		(11) (9) + (10) 6/30/17 TOTAL
								INTEREST PAYABLE	PRINCIPAL PAYABLE	
FUND:										
Oakey Campus FF&E Loan	5	48	\$342,325	01/16/15	12/16/18	5.00%	\$222,823	\$9,557	\$85,026	\$94,584
Oakey Campus Curriculum Loan	5	60	\$103,205	07/15/15	07/15/19	0.00%	\$82,063	\$0	\$20,937	\$20,937
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
TOTAL ALL DEBT SERVICE			\$445,530				\$304,886	\$9,557	\$105,963	\$115,521

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

CASH FLOW STATEMENT

REVENUES

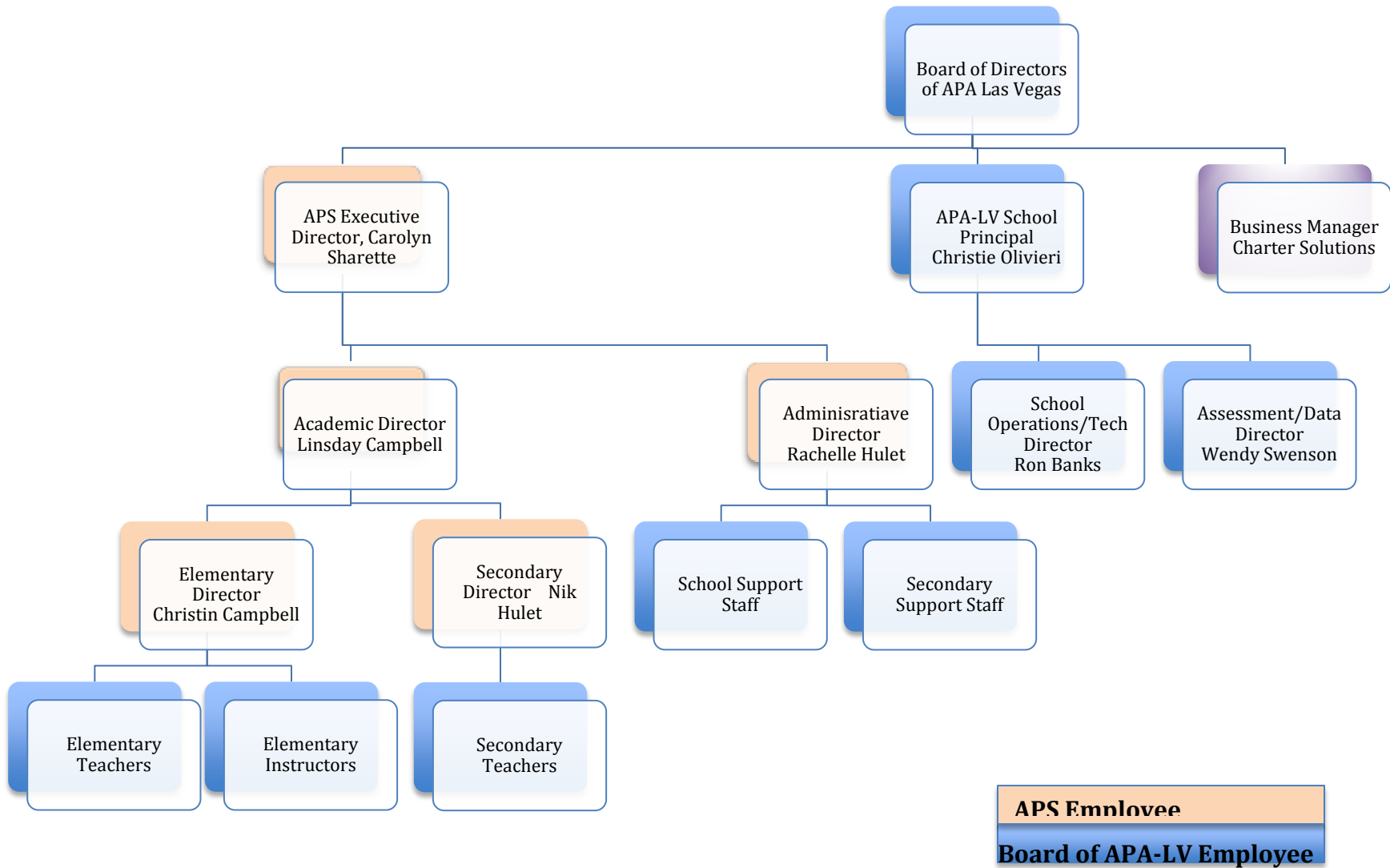
Type:																	
Distributive School Acct	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 9,201,504.00	\$ 9,201,504.00	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Grant A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Ed portion of DSA						\$ 27,570.50						\$ 27,570.50		\$ 55,141.00	\$ 55,141.00	\$ -	\$ -
															\$ -	\$ -	\$ -
															\$ -	\$ -	\$ -
															\$ -	\$ -	\$ -
															\$ -	\$ -	\$ -
Total Revenues	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 794,362.50	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 794,362.50	\$ 9,256,645.00	\$ 9,256,645.00	\$ -	\$ -	\$ -
Total Revenues Y-T-D	\$ 766,792.00	\$ 1,533,584.00	\$ 2,300,376.00	\$ 3,067,168.00	\$ 3,833,960.00	\$ 4,628,322.50	\$ 5,395,114.50	\$ 6,161,906.50	\$ 6,928,698.50	\$ 7,695,490.50	\$ 8,462,282.50	\$ 9,256,645.00					
EXPENDITURES																	
Salaries & Benefits																	
Salaries	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 3,746,638.34	\$ 3,746,638.34	\$ -	\$ -	\$ -
Benefits	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 1,242,154.01	\$ 1,242,154.01	\$ -	\$ -	\$ -
Total Salaries & Ben	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 4,988,792.35	\$ 4,988,792.35	\$ -	\$ -	\$ -
Operating																	
Supplies	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 180,000.00	\$ 180,000.00	\$ -	\$ -	\$ -
Rent	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 1,399,031.16	\$ 1,399,031.16	\$ -	\$ -	\$ -
Utilities	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 195,600.00	\$ 195,600.00	\$ -	\$ -	\$ -
Contracts	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 1,491,840.49	\$ 1,491,840.49	\$ -	\$ -	\$ -
Textbooks	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 128,900.00	\$ 128,900.00	\$ -	\$ -	\$ -
Equipment													\$ -		\$ -	\$ -	\$ -
Debt Service	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 115,520.63	\$ 115,520.63	\$ -	\$ -	\$ -

Net change in Cash (F/B)	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 86,055.45	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 86,055.45	\$ 756,960.37	\$ 756,960.37	\$ -
Begin Cash Balance(F/B)	\$ 1,346,202.16	\$ 1,404,687.11	\$ 1,463,172.05	\$ 1,521,657.00	\$ 1,580,141.95	\$ 1,638,626.90	\$ 1,724,682.34	\$ 1,783,167.29	\$ 1,841,652.24	\$ 1,900,137.19	\$ 1,958,622.13	\$ 2,017,107.08			\$ -
End Cash Balance (F/B)	\$ 1,404,687.11	\$ 1,463,172.05	\$ 1,521,657.00	\$ 1,580,141.95	\$ 1,638,626.90	\$ 1,724,682.34	\$ 1,783,167.29	\$ 1,841,652.24	\$ 1,900,137.19	\$ 1,958,622.13	\$ 2,017,107.08	\$ 2,103,162.53	\$ 756,960.37	\$ 756,960.37	\$ -

Budget Fiscal Year 2016-2017

FORM 11 CASH FLOW

APA-LV Organizational Chart





Charter School Management Agreement

Between

American Preparatory Academy – Las Vegas Governing Board

and

American Preparatory Schools, Inc.,

This Charter School Management Agreement (the Agreement) between American Preparatory Academy – Las Vegas (APA-LV), and American Preparatory Schools, Inc., (APS), is entered into this 25 day of May, 2013 under the laws of the State of Nevada.

Recitals

WHEREAS

APA-LV has been authorized by the State Public Charter School Authority (Authorizer) under the direction of the Nevada Department of Education (NDE) to hold a Charter (Charter) and operate a charter school in Clark County, Nevada consistent with NRS 386.509 of Nevada Code.

APA-LV is governed by a Governing Board that is responsible for the academic and operations programs of the charter school, which Governing Board maintains complete autonomy and control over its academic and school operations.

APA-LV is vested with authority from the Authorizer and the State of Nevada to enter into contracts with others, as necessary and permitted by law, to accomplish the Mission of the school.

APS has resources and expertise in operating and managing academic and business operations of charter schools.

APA-LV desires that APS provide a program inclusive of academic and business operations to fulfill its charter obligations.

APA-LV agrees that it is the Board of Director's duty to make all decisions and direct APS to act accordingly on the Board's behalf.

APS desires to implement the vision of the Board of Directors, ensuring the autonomy and governing authority of the Board of Directors, and to provide its comprehensive academic and business operations programs to APA-LV in accordance with current and established practices of APS, and it is APS' mission to ensure that the vision of the School's Board of Directors is faithfully and effectively implemented.

APA-LV and APS enter into this Agreement to establish the obligations and responsibilities of each party with respect to implementation of the academic and business operations program of APS for APA-LV.

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In consideration of the terms as set forth in this Agreement, APA-LV and APS mutually agree as follows:

1. Term.

- 1.1 This agreement shall commence July 1, 2013 for a term of 2 years - subject to material and fee revision on or around June 30th of each year, by mutual consent.
- 1.2 A renewal or extension to the term of the Agreement may be made with consent of both parties and is subject to written notice no later than 30 days prior to the termination date.
- 1.3 Upon Charter renewal with the Authorizer, the length of the term of this Agreement automatically renews.

2. Agreement Amendment.

- 2.1 This agreement may be amended with the consent of both parties at any time during the term of the agreement, or at term extension or renewal.

3. Termination.

- 3.1 APA-LV and APS shall have the right to terminate this Agreement for cause prior to the end of the term by providing 30 days advance written notice to the other party. "Cause" shall include:
 - 3.1.1 Gross negligence, fraud or criminal acts, whether or not successfully prosecuted. 30 days advance written notice is not required for termination under provision 3.1.1
 - 3.1.2 A willful or negligent material breach of the terms of the Charter or this Agreement, accompanied by a failure to remedy a breach within 60 days written notice to the party in breach of contract.
 - 3.1.3 A legislative, administrative or judicial act, after all possible appeals, of the federal or state government, or the courts, resulting in a final judgment or enactment revoking or invalidating the Charter, or the lawful enforcement of the provisions of this Agreement.
 - 3.1.4 A legislative, administrative or judicial act, after all possible appeals, of the federal or state government, or the courts, resulting in a final judgment or enactment which has a material adverse effect on APS's ability to perform the provisions of this Agreement.
 - 3.1.5 Termination of the Agreement as provided under this provision will not relieve APA-LV of any obligations for payments outstanding to APS on the effective date of termination.

4. Authority.

- 4.1 APA-LV grants to APS express authority and power necessary to execute the duties, responsibilities and obligations of this Agreement, except where Nevada Code prohibits the delegation of authority, for which the Governing Board retains authority.

5. Place of Performance.

5.1 APA-LV agrees to provide adequate office, classroom and electronic connectivity space sufficient to fulfill the duties, responsibilities and obligations of this Agreement, including the use of all related equipment, supplies and assets of APA-LV, including Human Resources and technology (Internet) hosting services. APA-LV and APS retain ownership of the equipment, supplies and assets it provides to the other party upon termination of this agreement. APA-LV agrees to provide adequate training space for APS, at current rental rates, and at times convenient to both parties, mutually agreed, for regional training on various academic and operational programs, including offering training to other schools and/or employees of other schools under contract with APS.

6. Relationship.

- 6.1 APS is not a division of APA-LV and maintains an arms-length relationship with APA-LV.
- 6.2 No employee of APS will be considered an employee of APA-LV. No employee of APA-LV will be considered an employee of APS.

7. Financial Accountability.

- 7.1 APS will work with the Business Manager, in accordance with current auditing standards for charter schools, and assist the Business Manager in carrying out the financial duties of the school.
- 7.2 APS will not be required nor obligated to expend its funds on goods or services for APA-LV, for obligations or liabilities of APA-LV, for missed earnings, or in any other manner, except as set forth in this Agreement.
- 7.3 APA-LV will not be required nor obligated to expend its funds for the obligations or liabilities of APS, or in any other manner, except as set forth in this Agreement.
- 7.4 APS will assist the Business Manager in ensuring all financial reporting is conducted according to state and charter requirements and in a timely fashion.

8. Fulfillment of Charter Obligations.

- 8.1 APS will in good faith work to fulfill the obligations of APA-LV in the Charter in all material aspects in relation to the goals and objectives of the Charter and the performance benchmarks of the school.
- 8.2 APS will report to, advise and make recommendations to the Governing Board in relation to fulfilling the obligations of the Charter.
- 8.3 APS will coordinate the renewal or reauthorization of the Charter with the school's authorizer if required by SPCSA.
- 8.4 APA-LV will consult with APS in the event that APA-LV wishes to revise or amend the Charter document and will provide for a formal review by APS prior to submitting the Charter to the Authorizer for approval. APA-LV will in good faith consult with APS during all aspects of Charter revision or

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amendment, including revisions or amendments initiated and/or recommended by APS.

- 8.5 Ambiguities and conflicts in laws or rules will be reviewed by APS and recommendations will be presented by APS to the Governing Board for decisions.

9. Governing Board Meetings.

- 9.1 APS will attend periodic governing Board meetings as directed by the Governing Board and will recommend agenda and action items.

Obligations of APS

APS shall provide the following programs and services, not inclusive of supplies, materials or expenditure thereof:

10. Comprehensive Academic Program Delivery and Development, to include, but not be limited to:

- 10.1 Charter-specific Programs as Outlined in APA-LV's Charter
- 10.2 Direct Instruction (DI) program
- 10.3 Core Knowledge (CK) program
- 10.4 Day to day academic coaching
- 10.5 Student Assessment
 - 10.5.1 DIBELS
 - 10.5.2 Standardized tests to fulfill legal and Charter requirements
 - 10.5.3 In-program assessments
- 10.6 Annual Program-specific training, such as CK, DI, Shurley English, CHAMPS and Saxon Math are not included in this Agreement.

11. Human Resource Leadership

- 11.1 APS will provide the Director level employees to APA-LV. This includes the School Director, Academic Director, Elementary Director, Secondary Director, Administrative Director and Tech/Ops Director.
- 11.2 Day to day management and supervision of the Academic and Admin Teams
- 11.3 Staff training and development, including on-site training and coordination of off site professional development opportunities.

12. Enrollment.

- 12.1 Assist APA-LV in recruiting and retaining students in accordance with established law and administrative rules to ensure full enrollment, or enrollment levels mutually agreed upon by both parties.
- 12.2 APS shall observe all applicable state and federal laws and regulations in recruiting, admitting and enrolling students.
- 12.3 APS shall not be liable for financial shortfalls due to lower than expected or budgeted enrollment, or enrollment decline due to market forces, including changing demographics.

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APS shall provide the following business operations services, or assist the Business Manager in providing the following business operations services, not inclusive of supplies, materials or expenditure thereof:

13. Budgeting & Forecasting.

- 13.1.1 Preparation of school budgets and forecasts
- 13.1.2 Annual Financial Report budget
- 13.1.3 Annual Board budget
- 13.1.4 Annual staffing budgets
- 13.1.5 Capital expenditure budgets

14. Record Keeping.

- 14.1 Financial record keeping in accordance with laws and rules as applicable to Charter schools in Nevada.
- 14.2 Cash management and account reconciliation
- 14.3 Maintaining appropriate storage locations and periodic back-ups of financial data
- 14.4 Financial controls policy and procedure development
- 14.5 Year-end close and archive
- 14.6 Asset management

15. Financial Reporting.

- 15.1 Monthly and annual Income Statement and Balance Sheet reporting to appropriate agencies and the Governing Board.
- 15.2 Annual audit coordination with Independent Auditor, State Auditor, SPCSA and the NDE.
- 15.3 Monthly account reconciliation reporting to the Governing Board.

16. Government Accountability.

- 16.1 Complete and submit timely state and federal reports as required to ensure compliance with all state and federal laws applicable to the education environment of charter schools in Nevada.
- 16.2 Interact with government agencies as required for legal compliance.
- 16.3 Coordinate required Governing Board interaction with government agencies.
- 16.4 Report business operations to the Governing Board periodically in Governing Board meetings.

17. Facilities Development Management.

- 17.1 Coordinate and manage building, custodial, operations and maintenance functions for all aspects of facilities and grounds management, including contracting with third-party material and service providers on behalf of APA-LV.
- 17.2 Manage inventory and assets.

18. Transportation and Food Services.

- 18.1 On behalf of APA-LV, APS will oversee student transportation using APA-LV's staff and equipment and will contract with third-party transportation

contractors to provide student transportation to and from school events, such as field trips, etc.

18.2 APS will coordinate transportation of students by volunteers in private vehicles, on behalf of APA-LV, as directed by the Governing Board and as allowable by state law and rule.

18.3 APS will not assume liability for the transportation of students.

18.4 APS will recommend vendors for contracts to APA-LV, to provide food services for school events, such as festivals, carnivals, hot lunch days, social leadership, etc.

19. Systems Development and Business Continuity.

19.1 Work with school staff and Governing Board to facilitate systems improvement and increased efficiencies.

19.2 Work with school staff to maintain periodic backups of APA-LV electronic data stored on APA-LV servers. School staff shall provide reasonable network support to APS for user configuration.

19.3 Oversee the school's computer network and work with school staff and others to manage the schools information technology needs.

19.4 Recommend vendors for contracts to APA-LV Board of Directors, such as providers to maintain school systems.

19.5 Develop and maintain the school's Emergency Response Plan.

19.6 Develop and maintain procedures for disaster recovery.

20. Human Resource Leadership, Development, and Management.

20.1 Coordinate all payroll functions, including recommending for contract third-party material and service providers.

20.2 Coordinate benefits administration for all medical, dental, vision, retirement and tax deferred benefit plans, and any other benefit plan offered by APA-LV. APS is held harmless for the performance of APA-LV's benefit plans.

20.3 APS will coordinate activities to identify, recruit, hire, train, lead, manage, discipline and terminate employees and will present a Staff List to the Governing Board annually for approval.

20.4 APS will prepare and execute annual letters of understanding (employment terms) for APA-LV employees, on behalf of APA-LV, outlining terms of employment.

20.5 Unless otherwise indicated by APS in writing to the Governing Board, all persons hired to work for APA-LV will be employees of APA-LV and not APS. From time to time it may be necessary to transfer employment of an individual from APS to APA-LV or from APA-LV to APS for more effective management of resources, or to avoid a conflict of interest.

20.6 Maintain employee files in accordance with current governmental requirements, including Nevada State Archives regulations.

21. Legal Compliance.

21.1 Develop policy for Governing Board approval.

21.2 Coordinate the maintenance of APA-LV's registrations with all state and federal agencies.

- 21.3 Coordinate legal transactions related to business functions and prepare items for review and/or approval of the Governing Board.
- 21.4 Coordinate all insurance needs of APA-LV.

22. School Financing and Banking.

- 22.1 APS will provide support to the Business Manager, if needed, and upon request, in carrying out the financing and banking responsibilities of the school.
- 22.2 APS may not make expenditure of APA-LV funds for payments from APA-LV to APS, or its agents, representatives, officers, directors, employees and subcontractors.

23. Charter Movement Representation.

- 23.1 APS will establish and maintain key relationships with the Nevada Department of Education and the State Public Charter School Authority.
- 23.2 APS will work in good faith on behalf of APA-LV to support and promote favorable outcomes of issues affecting Charter schools locally, statewide and nationally, with special interest on issues materially affecting APA-LV.
- 23.3 APS will, in good faith and as allowable by law, lobby the State Public Charter School Authority or Nevada State Legislature on behalf of APA-LV as directed by the Governing Board.

24. Public Relations and Communications.

- 24.1 Both parties agree to ensure that all material representations to the community, school community, the general public or the same through media representations, accurately reflect the provisions of the Charter, of this Agreement and the official positions of the Governing Board. Neither APS nor APA-LV will represent itself in advertising, newsletters, or otherwise in any manner contrary to the terms of the Charter or of this Agreement.

25. Grant Writing, State and Federal Program Funds.

- 25.1 When eligible and appropriate, APS shall prepare federal and state documents necessary for APA-LV to obtain state or federal program funds, federal Public Charter School Program (PCSP) grants and incentives.
- 25.2 APS shall prepare required documents to draw upon awarded state or federal program funds and PCSP grant funds.
- 25.3 APS shall prepare for Governing Board signature, documents required to account for state or federal program funds and PCSP grant funds.
- 25.4 APS shall, at its discretion, or at the direction of the Governing Board and APS as mutually agreed, solicit other grants or donations for APA-LV.
- 25.5 APS may solicit grants or donations for its own general corporate purposes except that any such solicitation may not be made of the constituency of the school.

26. Obligations of APA-LV

- 26.1 The Governing Board shall be responsible to ensure the terms of the Charter are fulfilled.

- 26.2 The Governing Board shall establish and maintain Board Fiscal, Operations and Academic Policy and record and maintain the Minutes of Board Meetings in accordance with Nevada Administrative Code.
- 26.3 The Governing Board shall exercise good faith in evaluation and consideration of policy, rules, procedure, academic, operational, fiscal, political and other recommendations of APS.
- 26.4 The Governing Board shall ensure timely cooperation with APS in furnishing all information, signatures, forms, reports and other items as needed to meet the requirements of the Charter and this Agreement. The Governing Board shall provide timely notice of all Governing Board meetings and other meetings or events required of APS by the Governing Board.
- 26.5 The Governing Board shall ensure compliance of the school, including and encompassing this Agreement, with all legal requirements placed upon the Governing Board, acting as a political subdivision of the state of Nevada, and in accordance with the Charter and all rules and regulations set forth in Nevada Administrative Code as applicable to charter schools.
- 26.6 The Governing Board shall remain current with all corporate filings for federal, state and local governments.
- 26.7 The Governing Board shall ensure timely approval, signature and transmittal of expenditures not delegated to APS under the terms of this Agreement.

27. Representations, Warranties and Covenants of APS.

- 27.1 APS is a duly organized corporation in good standing and is legally authorized to conduct business in the State of Nevada.
- 27.2 To the best of its knowledge, APS has the right and authority under Nevada Code to fulfill the obligations and execute the terms of this Agreement.
- 27.3 APS warrants that the services it provides will be performed by adequately trained persons in a professional and workmanlike manner.
- 27.4 To the best of its knowledge, APS is not in breach of or default under any contractual or financial obligations, is not a party to, nor does reasonably anticipate a lawsuit or other legal proceedings, is not delinquent in payment of payroll taxes, salaries, income taxes or other obligations.

28. Representations, Warranties and Covenants of APA-LV.

- 28.1 To the best of its knowledge, APA-LV has the right and authority under Nevada Code to contract with APS and to fulfill the obligations and execute the terms of this Agreement and is not in breach of contract with the Charter authorizer by entering into this Agreement.
- 28.2 By unanimous affirming vote of the Governing Board, APA-LV approves of the Comprehensive Academic Program and Operations Services of APS and is authorized to contract with APS and will fulfill its obligations and execute the terms of this Agreement.
- 28.3 In the event of Charter dissolution, or otherwise the termination of the Charter agreement, or bankruptcy, as allowed by law, APS will be classified as a priority claimant with regards to monies owed to it and the obligations of this Agreement.

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- 28.4 To the best of its knowledge, APA-LV is not in breach of or default under any contractual or financial obligations, is not a party to, nor does reasonably anticipate a lawsuit or other legal proceedings, is not delinquent in payment of payroll taxes, salaries, income taxes or other obligations.

29. Dispute Resolution.

29.1 Remedies.

29.1.1 The sole remedy for breach of this Agreement shall be the specific performance of the terms of the Agreement, up to and including termination of the agreement.

29.1.2 Alternative Dispute Resolution.

29.1.2.1 APS and APA-LV will seek to resolve in good faith, and in a reasonable amount of time, any controversy, disagreement or claim (dispute) arising between them in the performance of the specific terms of this Agreement. After 30 days advanced written notice to the other party, either party may submit a dispute to a single third party arbitrator for arbitration, in accordance with the rules of the American Arbitration Association (AAA). The decision (award if any) of the Arbitrator will be binding, not subject to appeal, and the parties mutually agree that the decision will have the same effect as the laws of the State of Nevada.

30. Compensation.

30.1 In exchange for the services outlined in this Agreement, APA-LV agrees to compensate APS \$936 per student (amended annually), based on enrollment on the student count used by the State of Nevada to calculate reimbursement to APA-LV. For the initial four months of the Agreement, payment will be made based upon the school's reimbursement rate calculated student count. Payments will be made monthly, on the 1st of each month and will commence July 1, 2013. This Agreement will serve as an invoice, no other invoice will be provided.

31. Additional Services.

31.1 Additional services not included within the scope of this Agreement may be provided upon request with fees negotiated on a per service basis. Additional services may include the engagement of third party professionals or other consultants for which APA-LV agrees to reimburse or otherwise compensate APS for such services.

32. No Third-Party Beneficiary Rights.

32.1 This Agreement provides no rights to a third party beneficiary, whether a constituent of APA-LV or otherwise.

33. Entire Agreement.

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33.1 This written Agreement shall constitute the complete and entire Agreement

between APS and APA-LV for the provisions of this Agreement. All prior representations, agreements and understandings, for the services covered by the provisions of this Agreement, whether verbal or written, are superseded and replaced by this Agreement.

33.2 As outlined in the provisions herein, this document may be voluntarily modified upon written approval of both parties. Any material changes to the Agreement will require an affirming vote of the APA-LV Governing Board.

34 Waiver.

34.1 No waiver of any provision of this agreement will constitute a waiver of any other provision of the Agreement, nor will a waiver constitute an ongoing waiver, unless otherwise expressly stated.

35 Severability.

35.1 If any covenant or provision hereof is held to be invalid, such invalidity shall not affect other covenants and provisions of the Agreement, and such other covenants and provisions shall be given effect without the invalid provision.

35.2 If any covenant or provision of this Agreement is deemed to be an invalid delegation of authority from the Governing Board to APS, such covenant or provision will be limited to the extent necessary to make the covenant or provision legal and binding.

36 Force Majeure.

36.1 Neither party will be liable for any provisions of this Agreement not performed due to acts of God, acts of war, civil war, riot, terrorism, sabotage, explosion, embargo, fire, flood, natural disaster, accident, labor strike, or other acts, intentional or natural, beyond reasonable control, or with unusual expense.

37 Governing Law.

37.1 The laws of the State of Nevada shall govern this Agreement and any legal determination of rights, duties and remedies of the parties arising from a dispute related to the Agreement.

38 Successors and Assignment.

38.1 Neither party may assign this Agreement to another party without written consent from the other party, which cannot be unreasonably withheld, unless the assignment is to a successor to all, or a substantial portion, of the party's business, or an affiliated entity.

38.2 APS may delegate the performance of, but not the responsibility for, specific portions of this agreement to qualified third party contractors, professional service providers or experts, subject to APA-LV approval, which approval cannot be unreasonably withheld.

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- 38.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, representatives and assigns as allowed by the terms of this Agreement.

39 Indemnification.

- 39.1 As provided by law, APS shall indemnify, defend and hold harmless APA-LV and its agents, representatives, officers, directors, employees and subcontractors against any and all claims, demands, damages, losses, liens, suits or other forms of liability, including reasonable attorneys fees and costs, that may arise out of, or by reason of any negligence, acts or omissions, errors or willful misconduct of APS or its agents, representatives, officers, directors, employees and subcontractors in performing the provisions of this Agreement. APS shall reimburse APA-LV for any and all legal expenses and costs associated with the defense of such claim, demand or suit, subject to the limits of APS's general liability insurance policy.
- 39.2 As provided by law, APA-LV shall indemnify, defend and hold harmless APS and its agents, representatives, officers, directors, employees, and subcontractors against any and all claims, demands, damages, losses, liens, suits or other forms of liability, including reasonable attorneys fees and costs, that may arise out of, or by reason of any negligence, acts or omissions, errors or willful misconduct of APA-LV or its agents, representatives, officers, directors, employees and subcontractors in performing the provisions of this Agreement. APA-LV shall reimburse APS for any and all legal expenses and costs associated with the defense of such claim, demand or suit.
- 39.3 APA-LV will assert all statutory limitations of liability under the Nevada Governmental Immunity Act and will not waive this right without prior written consent from APS. Notwithstanding this provision, APA-LV will waive the defense of governmental immunity with regard to the provisions of this Agreement with APS, as permitted by law.
- 39.4 Each party shall give immediate written notice to the other party of the assertion of a claim or commencement of legal action under which indemnification is sought and shall mutually agree to timely response and cooperation with the indemnifying party in defense of a claim or legal action.

40 Survival of Termination.

- 40.1 All representation, warranty and indemnification provisions of the Agreement shall survive the termination of the Agreement.

41 Insurance.

- 41.1 APA-LV will maintain general liability insurance in the amount required by Nevada Administrative Code, notwithstanding, it shall not be less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for General Liability insurance. APA-LV shall maintain other liability insurance, or other insurance, prudent to the nature of the business or events for which it participates, including automobile liability protection, treasurer's bond and other such insurance and protection.
- 41.2 APS will maintain general liability insurance in an amount that shall not be less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for General

Liability insurance and will maintain other liability insurance, or other insurance, prudent to the nature of the business or events for which it participates, including automobile liability protection, treasurer's bond and other such insurance and protection as applicable, but not in duplicate of insurance of APA-LV extended to APS as a third party.

41.3 APA-LV and APS shall maintain Workman's Compensation insurance.

41.4 Each party, at the request of the other party, will provide evidence of insurance and will comply with reasonable reporting requirements of the other party's insurer, if any.

42. Conflicts of Interest

42.1 No officer, employee or director of APS may serve on the Board of Directors of APA-LV. If there exists some relationship between APS, its officers, directors or principals and any other person or entity providing goods or services to the School, APS agrees to disclose the relationship to the Board prior to provision of the goods or services.

43. Official Notice.

43.1 All notices and formal communications required by the terms of this Agreement will be in writing. Notice will be given by certified or registered mail (return receipt requested) to the registered address, facsimile (with confirmation of transmission), or by hand delivery with written confirmation. Notice will be deemed to be given two (2) days after the date of the mailing or upon the first date of business on or after the date of facsimile or hand delivery. Registered address:

American Preparatory Schools, Inc. with copy to:

1255 W. Crystal Ave.

West Valley City, UT 84119

Carolyn Sharette

9123 Peruvian Cir.

Sandy, UT 84093

American Preparatory Academy - LV with copy to:

Location to Be Determined

Clark County, Nevada

Lee Iglody

44. Provision Headings and Numbering.

44.1 The provision headings and numbering are for convenience and reference only and shall not reflect the true meaning of the provisions. Provision headings and numbering shall not be considered in the interpretation of this Agreement.

This Agreement between the parties was approved in a public meeting held by the Governing Board of American Preparatory Academy – Las Vegas on May 25, 2013, during which the

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Chairman of the Board was authorized by the Governing Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties of the Agreement have executed this Agreement as of the day and year first above written.

American Preparatory Academy – Las Vegas

By: LH

Authorized Representative

Name (print): Lee Sgibidy

American Preparatory Schools, Inc.

By: Carolyn Sharette

Authorized Representative

Name (print): Carolyn Sharette

5/25/2013

American Preparatory Academy

State Charter School Authority

8377 West Patrick Lane
Las Vegas, NV 89113
Ph: 702-970-6800, Fax: 702-248-0454

Stacie Schwartz, Principal
Grade Levels: 0K-10
Website: americanprep.org



2015-2016 School Accountability Report

For more information visit www.nevadareportcard.com

Mission Statement

To provide an orderly, safe and nurturing learning environment wherein content-rich, efficient curriculum and research-based instructional methodologies are utilized to ensure that every student achieves academic success and develops good character based on concrete measurements.

Jr High Mission: American Preparatory Academy Jr. High assists students in their efforts to become student scholars by providing an academically rigorous liberal arts program that prepares them for advanced study at the high school level.

Sr High Mission: American Preparatory Academy Sr. High provides a rigorous coursework, excellent teaching, and consistent mentoring to ensure that each student graduates ready to successfully pursue their chosen course of study at the post-secondary.

Principal's Highlights

American Preparatory Academy has currently one Campus in the Las Vegas Valley.

- APA's School program centers on 2 pillars: Academic Achievement and Character Development. The belief is that children in grades K-6 need a balance of rigorous academics, creative and expressive learning, and positive social skill development – all in a motivating, cheerful environment that encourages enthusiasm for learning and love of school!
- APA utilizes achievement grouping for reading, spelling and math instruction. All students are assessed and placed into groups that will allow them to be taught at their precise instructional level for that subject.
- APA believes it is important for students to continue rigorous academic study in Jr. High, and that in addition, they have opportunities to develop skills and talents in music, art, sports, drama, and debate. Character development training accelerates in Jr. High as students have opportunities for service learning, student government, legislative training, and fun social interaction.

Goals and Objectives

Goal 1

Objective(s): To use coherent, sequential, content-rich and challenging material taught at the mastery level so that students will master the fundamental core of knowledge necessary to succeed.

Goals: Students' academic achievements will include:

- Fluency in the basic foundational knowledge of the major disciplines
- Effectively expressing knowledge and mastering high-level skills
- Memorizing and performing poetry from different time periods and countries around the globe
- Learning and developing skills that will increase students' appreciation for art in many forms and through many time periods
- Learning to appreciate music and to embrace music as an artistic way to express oneself
- Learning to sing in a choir, play an instrument, and achieve mastery levels of musicianship
- Learning about proper place settings and the formal rules for dining with family and friends

School Communication Efforts

American Preparatory Academy seeks to offer parents meaningful volunteer opportunities for which parents engage in different school activities for a minimum of 20-hour a year involvement. These 20 volunteer-hours are not mandatory but encouraged. Each week a family communication envelope is sent home to the families where parents can also record the worked volunteer hours. Parents are informed about volunteer opportunities through communication in our weekly newsletter sent home in the family communication envelope, through the use of our school website, and by utilizing social media.

Demographics and Student Information

Data are provided by the Nevada Department of Education from the state student information system. Gender, race/ethnicity, and special student populations are reported as of count day.

	#	Ethnicity														Gender			
		Am In/ AK Native		Asian		Hispanic		Black		White		Pacific Islander		Two or More Races		Male		Female	
		#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
State	467,441	4,455	0.95	25,618	5.48	194,882	41.69	48,960	10.47	158,824	33.98	6,505	1.39	28,197	6.03	240,807	51.52	226,634	48.48
State Public Charter Schools	25,748	189	0.73	1,571	6.1	6,108	23.72	2,324	9.03	13,273	51.55	407	1.58	1,876	7.29	12,664	49.18	13,084	50.82
State Public Charter Schools	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
American Prep Academy	1,424	-	-	205	14.4	277	19.45	180	12.64	608	42.7	-	-	122	8.57	685	48.1	739	51.9

Data as of: Count Day

*** indicates that the data was not available.

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

District totals do not include state or district sponsored charter school data. (2008-Current)

'N/A' indicates that this population was not present.

Special Populations

	#	Individual Education Program		English Learners		Free or Reduced Priced Lunch Eligible		Migrant	
		#	%	#	%	#	%	#	%
State	467,441	54,907	11.75	78,470	16.79	228,526	48.89	90	0.02
State Public Charter Schools	25,748	2,067	8.03	1,375	5.34	5,285	20.53	28	0.11
State Public Charter Schools	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
American Prep Academy	1,424	61	4.28	95	6.67	132	9.27	0	0

Data as of: Count Day

IEP= Students with disabilities

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

ELL= Students who are English Language Learners

FRL= Students qualifying for Free/Reduced Price Lunch

'N/A' indicates that this population was not present.

District totals do not include state or district sponsored charter school data. (2008-Current)

*** indicates that the data was not available.

Student Average Daily Attendance (ADA)

Student Average Daily Attendance (ADA) is the percentage of the school enrollment in attendance on an "average school day" as of the 100th day of school.

	All Students	Am In/ AK Native	Asian	Hispanic	Black	White	Pacific Islander	Two or More Races	IEP	ELL	FRL
State	95.0	93.2	97.0	94.6	93.6	94.9	94.6	94.7	93.2	95.1	94.1
State Public Charter Schools	97.8	94.6	96.7	94.7	94.8	95.3	95.6	95.3	93.6	95.3	92.2
American Prep Academy	96.7	-	97.9	96.1	97.2	96.5	97.0	96.4	96.1	97.5	96.9

2015-2016 School Accountability Report

ADA Data as of: First 100 days of instruction

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

'**' indicates that the data was not available.

IEP = Students with disabilities

ELL = Students who are English Language Learners

FRL = Students qualifying for Free/Reduced Price Lunch

District totals do not include state or district sponsored charter school data. (2008-Current)

Transiency, Truancy, and Discipline

	Transiency	Discipline	
	Transiency Rate**	# of Students	
		Habitual Disciplinary Problems	Habitual Truants
State	27.5	1,318	2,626
State Public Charter Schools	27.2	110	174
American Prep Academy	19.6	37	25

	# of Incidents (Suspensions or Expulsions)					
	Violence to Students	Violence to Staff	Weapons	Dist. Controlled Substances	Possession/ Use Controlled Substances	Possession/ Use of Alcohol
State	11,705	875	1,029	163	2,431	507
State Public Charter Schools	241	30	21	7	20	10
American Prep Academy	10	6	6	1	1	4

	# of Incidents Bullying			# of Incidents Cyber Bullying		
	Incidents Reported	Incidents Determined to be so after an Investigation	Incidents Suspension/ Expulsion	Incidents Reported	Incidents Determined to be so after an Investigation	Incidents Suspension/ Expulsion
State	12,620	972	2,095	730	95	279
State Public Charter Schools	238	97	63	37	26	20
American Prep Academy	30	10	8	7	5	1

Data as of: End of school year

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

'**' indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Discipline and Transiency incidents are reported at the school where the action occurred.

**The purpose of some alternative programs is to enroll students for a short period of time until they can reenroll in a comprehensive school; therefore, transiency rates may be greater than 100% or N/A. Data reported as of the end of the school year.

Retention

	K		1		2		3		4		5		6		7		8	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
State	716		785	2.2	364	1	201	0.5	113	0.3	67	0.2	334	0.9	398	1.1	557	1.6
State Public Charter Schools	22		26	1.1	17	0.7	-	-	11	0.5	-	-	13	0.5	19	0.8	42	2.2
American Prep Academy	N/A	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Data as of: Count Day

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

'**' indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Because of the changes in law (NAC 387.659) in 2009-2010 that affected the way credit deficient students are identified, results prior to this date and post this date cannot be compared.

Student/Teacher Ratio

	All Schools#	Kindergarten++	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade
State	23:1	21:1	19:1	20:1	22:1	28:1	29:1	17:1	13:1	13:1
State Public Charter Schools	32:1	26:1	25:1	26:1	26:1	26:1	28:1	14:1	10:1	9:1
American Prep Academy	29:1	20:1	31:1	32:1	32:1	31:1	32:1	30:1	28:1	27:1

Data as of: December 1st

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

"+" Teachers may serve multiple grade levels as needed. Student/Teacher Ratio is reported for the school as a whole.

"++" Kindergarten ratios are based on the number of classes, not teachers.

District totals do not include state or district sponsored charter school data. (2008-Current)

Average Class Size

Average Class Size is listed for all classes where students rotate to different teachers for different subjects.

	English	Mathematics	Science	Social Studies
State	22	23	20	21
State Public Charter Schools	21	20	22	21
American Prep Academy	30	30	30	30

Data as of: December 1st

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Dropout Rate: Class of 2015

	Grade 8
	%
American Prep Academy	N/A

Data as a of: Previous School Year

'-' Indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

Data in grade 9-12 excludes pupils:

who successfully completed HSE assessment,

who are enrolled in approved courses for an adult standard diploma,

withdrew from school to attend another school.

Data is not displayed for a group where enrollment information is missing.

Negative value indicates rate cannot be calculated due to zero enrollment.

Per-Pupil Expenditures 2014-2015

The Nevada Department of Education in consultation with In\$ite adjusted the formula used to calculate per pupil expenditures beginning with the 2009-2010 Annual Reports of Accountability. Therefore, we have two appropriate comparisons sets; comparisons 2003-04 SY through 2008-09 SY and comparisons of 2009-10 SY and forward.

District Total Cost Per Pupil = \$7295

	Instruction		Instruction Support		Operations		Leadership		Total Expenditures	
	\$	%	\$	%	\$	%	\$	%	\$	%
State Public Charter Schools	\$4,426.00	60.7	\$383.00	5.3	\$1,851.00	25.4	\$634.00	8.7	\$7,295.00	100

2015-2016 School Accountability Report

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Schools only showing up with \$0 are new and data was not collected for prior year.

NDE in consultation with InSite adjusted formula used to calculate per pupil expenditures with the Annual Reports of Accountability, rendering comparisons between the year and past years data.

Personnel Information

Classes Not Taught by Highly Qualified Teachers

Highly qualified teachers hold a minimum of a bachelor's degree, are licensed to teach in the State of Nevada, and have demonstrated competence in their teaching area. Data were obtained from the Office of Teacher Licensure as of May 2016.

	English/ Reading/ Lang. Arts	Mathematics	Science	Social Studies	Foreign Languages	Arts	Elementary	Poverty Level
	%	%	%	%	%	%	%	
State	6.4	6.3	5.9	4.6	2.9	1	5.2	
State Public Charter Schools	1.5	2.6	8	1.2	0	7.6	0.8	
American Prep Academy	0	0	0	0	0	0	30.4	L

Teacher Data as of: May 1st (2008-Current)

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

(H) = High Poverty School - defined as being within the bottom quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

(L) = Low Poverty School - defined as being within the top quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

Teacher ADA and Licensure Information

	Average Daily Attendance	Teachers Providing Instruction		
		# Pursuant to NRS 391.125	# Pursuant to Waiver	# w/ o Endorsement
State	95.8	0	367	193
State Public Charter Schools	96.8	0	7	42
American Prep Academy	98.6	0	0	4

Teacher Data as of: May 1st (2008-Current)

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

(H) = High Poverty School - defined as being within the bottom quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

(L) = Low Poverty School - defined as being within the top quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

Parent/Teacher Conference Attendance

	Accountability Year	Parent/ Teacher Conference Attendance
American Prep Academy	2016	95
American Prep Academy	2015	97

Data as of: Fall

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008- Current)

Note: District totals do not include state or district sponsored charter school data.

The development of this annual state accountability report is a joint effort among the Nevada Department of Education and Nevada school districts. This report is provided to the public as required by the federal No Child Left Behind Act and NRS 385.347. A comprehensive listing of all accountability data, including student test data, may be accessed on the Nevada Annual Reports of Accountability website at www.nevadareportcard.com.



AMERICAN PREPARATORY ACADEMY

February 11, 2016

The Governing Board of APA-LV voted at the February 10, 2016 board meeting to not exercise the right to purchase the Oakey campus, nor pursue a lease for another term. The facility is too costly to operate and there are too many required changes if a school is to remain there that we feel are not worth the investment. We find that not having an indoor facility large enough to provide a gathering place for the school is a critical component that impacts our success as a school. Teacher morale is low due to the incredible obstacles the teachers have to overcome when dealing with the physical plant.

A large number of parents attended our February 10 meeting. We were pleased that the parents generally supported our plans.

Oakey students will be invited to transfer to the Sunset campus if they desire. We feel confident that we will be able to accommodate all those that wish to transfer.

APA-LV Governing Board

Lee Iglody: President/Chairman of the Board

Paris Bayardo: Vice-President

Rachel Lillian: Secretary

Jon Gardner: Treasurer

Jen McLeod: Parent Advocate



Governing Board Meeting Minutes
American Preparatory – Las Vegas
February 10th, 2016

Attendance:

Board Members: Lee Iglody, Jon Gardner, Paris Bayardo, Jennifer McLeod

Public: Janet Suarez, James Tomlinson, Susana Tomlinson, Pam Diaz, Carissa Hernandez

Staff: Rachelle Hulet,

1. Welcome/Call to order – Lee Iglody
2. Pledge of Allegiance/Roll Call
3. Approval of Minutes from 1-26-2016

MOTION: To approve the minutes from the 1-26-2016 Governing Board meeting:

Moved: Paris Bayardo

Second: Jennifer McLeod

Status: Approved

4. Public Comments and Discussion-Members of the public are invited to comment on any items on the agenda below. No action will be taken on any items during the public comment period, but may be taken at the appropriate point in the agenda.
5. Discussion and possible action: Oakey Campus contract lease and negotiation-We were given an extra 60 days to make a decision on continuing the lease or purchasing. APS is recommending not purchasing or leasing again because of the cost that has been and will be involved. We also don't have an enclosed section for our assemblies. Also, what is the situation with break out groups, where are the breaking out? They have been doing the best they can using classroom. Tomorrow is the final inspection for the portables, and then they will be able to use those as well. Projections going forward, it's undetermined because there are many things that need to be done. For example, light bulbs have to be switched frequently and we are not allowed to do anything with the sockets. Also carpeting, playground, touch up paint, air conditioning units, insulation, windows, we have been having problems with the solar panels as well, the whole fire alarm system will have to be revamped and that alone will cost around \$10,000, and the roofing are all things that will need to be replaced. We do not have a projection of what all that will cost. Our biggest concern is that we are worried about our students and staff being kept safe and comfortable, which we don't feel can

continue. They have tried buying heaters and fans to help with that. The high school wing will be finished this Spring so we are offering students and staff a place at the Sunset location. We are sad to lose the tight knit community feel that we have here at this campus. We have no plans at this time to buy/build a new school. It was difficult stretching with the two campuses. But in 3-4 years it could be something we look into. It's difficult to get the staffing, training (both kids and teachers), and families familiar with that make it hard to open campuses one right after the other. We know there is a demand and want to fill that, but logistically it is very hard. We have roughly 350-400 kids at Oakey that would be offered a seat at Sunset. They have taken this decision very seriously and it has been extremely difficult to make this decision.

MOTION: To not renew lease and not exercise purchase option of this campus. Motion 2: To coordinate with APS in notifying SPCSA and participating in any necessary meetings.

Moved: Lee Iglody
Second: Jen McLeod
Status: Approved

6. Discussion and possible action: APS update-Budget, funding, and enrollment are looking good.

MOTION: None

Moved:
Second:
Status:

7. Discussion: Core Testing Results-We are right in line with all other campuses. We fall right in line with other APS schools. This is our curriculum based testing that we give at the end of the year.

8. Discussion and possible action: NRS 386.54(5) payment to eligible members of board for February.

MOTION: Move to approve

Moved: Lee Iglody
Second: Rachel Lillian
Status: Approved

9. Board Comments-Teachers are employees of the school, meaning they are employees of the board. We would like to have them do an employee survey so we can know how they are feeling. We would collect anonymous results.

We want to make sure we know how they are feeling and that they can know we are here.

10. Public comments-Parent-very happy with APA, pulled her children from public school and has been extremely happy with APA. What are our chances to get that transfer? We believe it's extremely high 95%. As long as you are following the handbook and doing all you are supposed to you will be able to transfer. We will give families who follow procedures priority. Oakley students are given priority. Parent-wishes we had written out estimates of what it would cost to keep this campus going. Also would like the board meetings to be added to the newsletters because parents don't always get on the FB page. What will be happening with full day kindergarten? Will class sizes look like? Class sizes will remain around 33 (16-1 ratio). Our curriculum does not really work with full day kindergarten. Would we be willing to look at starting a fund that parents can donate to to give to a lobbyist? We want parents to be more involved in helping getting things done for the school. Text s

11. Topics for next meeting: Teacher survey, Looking into starting up a fund that we could use towards lobbyist

12. Motion to Adjourn: Move to adjourn

Moved: Lee Iglody
Second: Rachel Lillian
Status: Approved

Rachel Lillian, Secretary APA-LV Board

Rachel Lillian 4-5-16