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STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: Approval of the July 29, 2016****SPCSA Action Minutes**

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 2

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Adam Johnson, Chair SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 5 Mins

SUBMITTED BY: _____

NEVADA STATE PUBLIC CHARTER SCHOOL AUTHORITY

July 29, 2016

Legislative Building
Room 2135
Carson City, Nevada

And

Grant Sawyer Building
Room 4400
Las Vegas, Nevada

MINUTES OF THE MEETING

BOARD MEMBERS PRESENT:

In Las Vegas:

Adam Johnson
Melissa Mackedon
Nora Luna
Jacob Snow
Stavan Corbett

In Carson City:

Kathleen Conaboy

Teleconference:

Jason Guinasso

BOARD MEMBERS ABSENT

None

AUTHORITY STAFF PRESENT:

In Las Vegas:

Robert Whitney, Deputy Attorney General
Patrick Gavin, Director, State Public Charter School Authority
Brian Scroggins, Deputy Director, State Public Charter School Authority
Nya Berry, Education Program Professional, State Public Charter School Authority
Joan Jurgensen, Education Program Professional, State Public Charter School Authority

In Carson City:

Danny Peltier, Management Analyst I, State Public Charter School Authority
 Tanya Osborne, Administrative Assistant, State Public Charter School Authority

LEGAL STAFF PRESENT:**In Las Vegas:**

Greg Ott, Deputy Attorney General
 Robert Whitney, Deputy Attorney General

AUDIENCE IN ATTENDANCE:**In Las Vegas:**

Attendance Sheet Attached

In Carson City:

Attendance Sheet Attached

CALL TO ORDER; ROLL CALL; PLEDGE OF ALLEGIANCE; APPROVAL OF AGENDA**Agenda Item 1 – Public Comment**

Chris Orme an attorney at Hutchison and Steffen spoke about representing a company called Tower Distribution Center, which is the landlord for Quest Academy. Noah Stevens talked about Coral Academy of Science and will be the principal the new school Centennial Hills Campus. Tamara Hammer spoke as a parent at Coral Academy of Science and would love to see an expansion. Zachary Hammer is a student at Coral Academy and enjoys going to school there. Ben Salkowe spoke as the principal of Equipo Academy and wanted to share some information about the school. Yolanda Flores, principal at Coral Academy, Sandy Ridge Campus to talk about being thankful for consideration on the expansion.

Member Mackedon moved for a flexible agenda. Member Luna seconded the motion. The motion carried unanimously.

Agenda Item 11 – Consideration and possible action of the Founders Academy charter contract amendment request to add one or more Educational Management Organizations.

Director Gavin spoke about what defines an educational management organization as for-profit business, organization or other entity that provides services related to the operation and management of charter schools and achievement charter schools.

Member Guinasso moved to table this agenda item to the next scheduled meeting. Member Conaboy seconded the motion. The motion carried unanimously.

Agenda Item 4 – Update and discussion of the NACSA agency recommendations

Elisa Westapher the Director of Authorizer Development and Larry Stanton with NACSA spoke about the visit with staff and talked about the strategic plan for SPCSA.

Member Mackedon moved to approve NACSA's recommendation regarding staffing changes including those specifically required by statute and direct staff to appeal to the governor's office for consideration of these investments in the agency budget question. Member Conaboy seconded the motion. The motion carried unanimously.

Agenda Item 16 – Authorization for the Agency to budget and charge up to 2 percent to support NACSA business findings and ongoing discussions regarding Agency budget request.

Director Gavin talked about the agency budget.

Member Luna moved to approve and go ahead and authorize the agency to budget and charge up to 2 percent to support NACSA's business findings. Member Snow seconded the motion. The motion carried unanimously.

Agenda Items 5 – Consideration and possible action on the America Leadership Academy charter application

Eric Makli Scholer, Megan Curtis and Melissa Hartman all board members spoke for American Leadership Academy and opening the school.

Member Mackedon moved to approve with conditions to be addressed prior to the execution of the charter contract, and congratulations. Member Snow seconded the motion. The motion carried unanimously.

Agenda Item 6 - Consideration and possible action on the Nevada Academy of Sciences and Arts charter application.

Director Gavin has asked for denial from the board.

Chair Johnson made a motion that we follow staff recommendation for denial. Member Luna seconded the motion. The motion carried unanimously.

Agenda Item 7 – Consideration and possible action of the Nevada State High School Meadowood charter application.

Director Gavin spoke in approving with conditions to be addressed with staff.

Member Mackedon moved to approve the application under the condition that everything is worked out with staff prior to executing the contract. Member Snow seconded the motion. The motion carried unanimously.

Agenda Item 8 – Consideration and possible action on the Nevada State High School Sunrise charter application.

Director Gavin spoke in approving with conditions to be addressed with staff.

Member Mackedon moved to approve the campus with the condition being met with staff before executing the contract. Member Conaboy seconded the motion. The motion carried unanimously.

Agenda Item 9 – Consideration and possible action on Coral Academy of Science Expansion Amendment application.

Director Gavin would like to recommend approval of amendment.

Member Mackedon moved to approve staff's recommendation, approve with conditions. Member Snow seconded the motion. The motion carried unanimously.

Agenda Item 10 – Consideration and possible action on the Somerset Academy amendment request.

Director Gavin would like to approve the amendment.

Member Snow moved to follow staff's recommendation for approval subject to any conditions. Member Conaboy seconded the motion. The motion carried unanimously.

Agenda Item 12 – Quest Academy and Silver State Charter School receiver update.

Josh Kern spoke about Quest Academy and Silver State Charter School receiver and a brief update on both schools.

Agenda Item 13 – Update and possible action regarding staff discussions with Nevada Connections Academy regarding school's plan for improvement. The Board will receive an update on and may discuss the status of discussions between SPCSA staff and School officials and attorneys regarding the school's efforts to develop a plan of improvement. The Board may register approval or disapproval of the plan or direct staff to take further action or require adjustments to the plan.

Director Gavin spoke about a plan that was presented by the school, updated metrics and measurements for each year of the next several years.

Member Mackedon moved to recommend the approval of these goals contingent upon the school entering into a charter contract which contains terms agreeable to both parties. Member Corbett seconded the motion. The motion carried unanimously.

Agenda Item 14 - Update and possible action regarding staff discussions with Beacon Academy regarding school's plan for improvement. The Board will receive an update on and may discuss the status of discussions between SPCSA staff and School officials and attorneys regarding the school's efforts to develop a plan of improvement. The Board may register approval or disapproval of the plan or require adjustments to the plan.

Director Gavin spoke about the staff report related to Beacon's graduation rate improvement plan.

Member Luna moved that we approve staff's recommendation as stated. Member Corbett seconded the motion. The motion carried unanimously.

Agenda Item 3 - Approval of Consent Approval

Information concerning the following consent agenda items has been provided to Board members for study prior to the meeting. Unless a Board member has a question concerning a particular item and asks that it be withdrawn from the consent list, items are approved through one action.

(Adam Johnson, Chair, SPCSA) ***(Information/Discussion/Action)***

- Possible Approval of the ACT Aspire Contract
- Possible Approval of the Charter Application Timeline

Director Gavin spoke regarding the consent approval.

Member Mackedon moved to approve the consent agenda items. Member Conaboy seconded the motion. The motion carried unanimously.

Agenda Item 2 – Approval of the June 24, 2016 SPCSA Action Minutes

Member Mackedon moved to approve the minutes from the June 24, 2016 SPCSA Action minutes. Member Corbett seconded the motion. The motion carried unanimously.

Agenda Item 15 - Update, discussion and possible action regarding the State Public Charter School Authority's Strategic Plan

Director Gavin spoke about the strategic plan and the goals for 2020.

Member Mackedon moved to approve goal number one. Member Luna seconded the motion. The motion carried unanimously.

Agenda Item 17 – Public Comment #2

None

Chair Johnson adjourned the meeting at: 2:45.

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: Introduction of New Members**

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 3

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Adam Johnson, Chair SPCSA**FISCAL IMPACT:****BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):****LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 5 Mins****SUBMITTED BY:** _____

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: Approval of Consent Approval**

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x/ </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 4

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Adam Johnson, Chair, SPCSA; Patrick Gavin, Executive Director, SPCSA**FISCAL IMPACT:****BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):****LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 30 Mins**

- Designation of Members to Attend 2016 NACSA Conference Pursuant to SPCSA Policies and Procedures (Patrick Gavin, Executive Director, SPCSA) *(Information/Discussion/Action)*
- Consideration and possible action of the Founders Academy charter contract amendment request to add one or more Educational Management Organizations (Patrick Gavin, Executive Director, SPCSA) *(Information/Discussion/Action)*
- Consideration and possible action of the Coral Academy charter contract amendment request to add an Educational Management Organization (Patrick Gavin, Executive Director, SPCSA) *(Information/Discussion/Action)*
- Consideration and possible action of the Coral Academy charter contract amendment request to acquire a new central office facility (Patrick Gavin, Executive Director, SPCSA) *(Information/Discussion/Action)*
- Consideration and possible action regarding the Fall 2016 Expansion Amendment Timeline (Patrick Gavin, Executive Director, SPCSA) *(Information/Discussion/Action)*
- Discussion and possible action regarding American Preparatory Academy Relocation Amendment (Patrick Gavin, Executive Director, SPCSA) *(Information/Discussion/Action)*
- Consideration and possible action on the Somerset Academy Early Renewal Application (Patrick Gavin, Executive Director, SPCSA) *(Information/Discussion/Action)*

SUBMITTED BY: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

**1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687 - 9174 · Fax: (775) 687 - 9113**

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item # 4: Consent Agenda--NACSA Conference Attendees
DATE: August 26, 2016

Staff makes the following recommendations regarding prioritization of attendance at NACSA:

1. Per Authority policy, a non-quorum number of members (3 or less) may attend any conference.
2. Authority members and staff are expected to pursue professional development opportunities in the field of charter schools annually per policy.
3. To ensure that professional learning opportunities are distributed across the Authority membership:
 - a. New members receive first priority
 - b. Members who have not attended a conference in the past 12 months receive second priority
 - c. Members who have the longest gap in years of their attendance at NACSA receive third priority
 - d. A member may elect to downgrade his or her status to permit another member to attend.
4. Based on initial outreach to the three new members, only Member Guinasso is able to attend this year. He therefore receives first priority.
5. Member Luna has not attended any conference in the past 12 months. She therefore receives second priority. She also has the longest gap in her NACSA attendance.
6. Chair Johnson and Vice Chair Mackedon both attended the National Charter Schools Conference this summer; both Member Conaboy and Chair Johnson attended the NACSA conference last year. Since Member Conaboy is the member with the longest gap since attending any conference, she has third priority.
7. Chair Johnson has elected to downgrade his status. Moreover, Member Mackedon has the second largest gap in NACSA attendance (she last attended in 2014). Therefore, she receives fourth priority.
8. Chair Johnson receives fifth priority.
9. As Member Snow and Member Corbett are unable to attend, they will receive first preference to attend the National Charter Schools Conference or a regional charter school conference (e.g. Arizona, California) during FY'17.

I will contact Member Luna as soon as she has returned from Costa Rica to confirm her availability. If she is unable to attend, we will make arrangements for Vice Mackedon to attend in her stead. If either Member Conaboy or Vice Chair Mackedon cannot attend, we will arrange for Chair Johnson's attendance.

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

**1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687 - 9174 · Fax: (775) 687 - 9113**

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 4—Consent Agenda—Founders Academy Amendment Request
DATE: August 26, 2016

Background:

[NRS 388A.030](#) defines an educational management organization as a for-profit corporation, business, organization or other entity that provides services relating to the operation and management of charter schools and achievement charter schools. Additionally, [NRS 388A.393 expands](#) on the definition to include several other kinds of entities and service providers who provide services to charter schools:

““...[C]ontractor” or “educational management organization” means a corporation, business, organization or other entity, whether or not conducted for profit, with whom a committee to form a charter school or the governing body of a charter school, as applicable, contracts to assist with the operation, management or provision and implementation of educational services and programs of the charter school or proposed charter school. The term includes a corporation, business, organization or other entity that directly employs and provides personnel to a charter school or proposed charter school.”

Based on guidance from counsel, a broad range of vendors may be considered as educational management organizations, including but not limited to LLCs formed by retired educators to contract with schools for the provision of administrative services, providers of back office financial management services, and non-profits affiliated with a school which provide services on either a fee or reimbursement basis.

[NAC 386.400 et seq.](#) outlines a number of requirements related to charter schools contracting with educational management organizations, including sponsor approval of such contracts and amendment of the written charter or charter contract.

Founders Academy has identified two contractual relationships which require review and approval by the Authority and the granting of amendments to their charter contract:

1. Contract with Charter School Management Corporation (CSMC): CSMC is a national provider of back office financial management services to charter schools. CSMC does not provide educational services such as curriculum or the leasing of instructional staff, but it does provide operational services in the form of financial management and reporting, payroll, and other back office functions. It also has employees assigned to provide allocated, part-time financial management services to the school. While the form of the contract and the structure of the organization may differ, CSMC's relationship to the school and the services it provides are similar to many non-educational service vendors, including service providers such as Academica Nevada LLC which currently contract with Authority authorized schools.
2. Founders Education Legacy Inc. (FEL): FEL is a 501c3 entity formed to serve as a fundraising arm for Founders Academy. At some point, the school began leasing retired public employees, including licensed educators, through FEL. This leasing of employees constitutes the provision of personnel to the charter school and results in FEL functioning as an EMO for Founders Academy.

From a national perspective, it is not unusual for a school to have multiple contractual relationships with service providers which merit sponsor approval. For example, DC law requires that charter schools obtain authorizer approval for any contract over \$25,000. Many authorizers, including Central Michigan University, require schools to request charter contract amendments in order to enter into agreements with service providers for the provision of a broad range of services. These subcontracts are tracked separately by the sponsors and are incorporated into and subordinate to the charter contract with the sponsor. In Nevada, [NAC 386.400\(2\)](#) requires charter schools to submit all contracts with any vendors and contractors to their sponsors within 30 days of execution. This requirement has been in effect since April 2002, when the Legislative Commission approved [R193-01A](#). The state's first regulations related to educational management organizations were adopted at the same time, including the requirements which singled out the entrance into contracts with EMOs as an action which required both sponsor approval and the amendment of the written charter (and subsequently the charter contract). While these provisions have been amended several times, the expectation that schools would need sponsor approval to enter into such contracts has remained a constant.

The Agency is in receipt of a [letter](#) on school letterhead from Founders Board Chair, Richard Moreno requesting approval of contractual amendments to contract with these two organizations. Mr. Moreno has also furnished the Agency with a copy of the draft [board minutes](#) from the July 13, 2016 Founders Academy governing body meeting. Copies of the letter of transmission, the board minutes, and both the [CSMC contract](#) and the [FEL contract](#) were included in the July board materials.

During their commentary at the July Authority meeting, members of the Founders governing body raised several concerns regarding the Authority's determination that these two vendors were functioning as educational management organizations under Nevada law. The Agency finds that these arguments are without merit. Nevada law does not distinguish between a management organization which provides comprehensive management services to a school and a vendor which provides a subset of core services—e.g. financial management, instruction, compliance reporting, etc. In some states, both types of vendors would be classified by the more innocuous term "education services provider." For whatever reason, the Legislature chose to use the term more closely associated with a comprehensive management services provider versus a contractor with a more defined scope of work. Notwithstanding the arguments of members of the schools' governing body, both contractors not only fall within the broad definition of educational management organization under Nevada law, they also clearly serve roles at the nexus of the school's

accountability to the public and to the Authority. CSMC is not simply an outsourced payroll provider; it is a critical partner in the school's financial management and planning and it provides services that are critical to the school's achievement of the performance targets of the Authority's financial framework. Similarly, the outsourcing of teacher employment to Founders Legacy, Inc. involves the delegation of instruction—an inherent function of a charter school—to a third party. Regardless of the intent behind either transaction, both entities clearly meet both the letter and the spirit of the provisions of [NRS 388A.393](#).

Recommendation:

The Agency recommends approval of both contracts and the issuance of a charter contract amendment. It is important to note that Founders Academy and Founders Education Legacy formerly had overlapping board members. Approval is recommended to be contingent upon a legal review by staff and counsel that the contracts are compliant with the requirements of NRS 388A.393 and relevant NAC provisions. The school has agreed to eliminate overlap between the governing body of the school and the Board of Founders Legacy as a condition of approval of the contract based on feedback from Agency staff and in anticipation of the adoption of regulations with language similar to that proposed by the Department of Education in [Section 12 of R131-161](#). Based on discussion with the school's Board Chair, Agency staff also recommends that approval be contingent upon the school amending its bylaws to forbid membership on the governing body of any officer, director, or employee of any contractor, including but not limited to a non-profit entity which enters into a contractual relationship with the school. This condition should also be memorialized in the charter contract.

The Authority should be aware that both of these contractual relationships pre-date today's meeting. The Agency would note that Founders and CSMC identified this issue in conversations with staff and have worked proactively with Agency staff to address these issues and has sought guidance on how to come into compliance with the statute. This area of law and regulation has evolved rapidly since 2013 and Agency staff suspects that there may be other instances of non-compliance which schools will need to remedy. Agency staff request that the Authority not impose any consequence or make any compliance finding related to this matter. Based on this experience, Agency staff intends to contact all Authority schools and request that they review their contracts and determine if any of them require sponsor approval and a written charter or charter contract amendment. Depending on the volume of possible approvals, it is likely that staff will develop a process and materials to assist schools in coming into compliance with the statute. In the event that the Authority members wish to authorize Agency staff to grant such amendments going forward pursuant to [NAC 386.326](#), staff will place an agenda item on the September board agenda to provide the Authority with the opportunity to make that determination.



*Charter School Management Corporation
Helping Charter Schools Succeed
Corporate Headquarters
40925 County Center Drive
Temecula, CA 92591*

July 2, 2014

Services Agreement for Founders Academy of Las Vegas

This Services Agreement ("Agreement") for charter school business support services is between the Charter School Management Corporation (hereinafter referred to as "CSMC") and *FALV* (hereinafter referred to as "Customer" or "you"). CSMC and FALV are each individually a "party" and sometimes referred to collectively as the "parties."

The parties to this Agreement understand that this is an agreement whereby *FALV* desires to retain CSMC, because of CSMC's expertise, prior experience and comprehensive service offerings, as they relate to *FALV* operation of one or more charter schools, and that CSMC desires to provide expertise for the benefit of *FALV* using its knowledge, skills, experience and abilities.



CSMC Scope of Service Summary

Summary of *Founders Academy of Las Vegas*

The following information regarding *FALV* operations, size and authorizing agency(ies) has been provided by *FALV*, and CSMC may rely on such information.

Number of schools = 1

Approximate number of students* = 400

Authorizing agency or agencies = Nevada

Summary of services offered within:

- ☒ Back-Office Services
- ☒ Charter Vision Access

Contract Period:

The Contract Period shall be *July 1, 2014* through *June 30, 2015*

Summary of Pricing:

Setup Fee = \$ 5,000

Ongoing Monthly Fee = \$ 5,000

*The pricing set forth above is predicated on CSMC's understanding of *FALV*'s support needs, based on *FALV*'s representations. If *FALV*'s number of students is appreciably different from this number, CSMC will adjust its fees accordingly. With that principle in mind, CSMC will use reasonable efforts to modify elements of its program to accommodate *FALV*'s changing needs.



CSMC Scope of Services

In order to support FALV, CSMC shall provide the following specific services (defined below as the "Services").

1) Fiscal

- a) **Bookkeeping Support** – Utilizing an enterprise-quality bookkeeping system from Sage, one of the country's largest bookkeeping software companies, CSMC will provide a complete bookkeeping solution to FALV. Specifically, CSMC will:
 - i) **Chart of Accounts** – Create a State Compliant and Generally Accepted Accounting Principles (GAAP) compliant and FALV tailored Chart of Accounts.
 - ii) **General Ledger** – Create and maintain State and GAAP compliant General Ledger. CSMC will modify, revise, and incorporate more or less detail in account code structure as requested by FALV.
 - iii) **Accounts Receivable** – Monitor receipt of revenues tied to budget and expected entitlements. Includes all collection activities necessary to obtain past due funding.
 - iv) **Accounts Payable** – Process all vendor invoices and payments. Includes utilizing GAAP system for verification, approval, and payment. System includes utilization of AP batch approvals, and check register reviews. Includes preparation of all 1099's.
 - v) **Fund / Restricted Accounts** – Track restricted revenues (e.g. Title I) and/or other revenues client requests in writing that CSMC separately track (e.g. parent fundraising) and corresponding expenditures via unique account coding to yield separate net income / loss per account.
- b) **Fixed Assets and Inventory Control** – Create and maintain asset tracking and depreciation schedule system which is integrated into the General Ledger.

2) Payroll

- a) **Payroll setup** – Based upon the payroll information from FALV, CSMC will enter each full- and part-time employee into an enterprise-class payroll service, for purposes of calculating appropriate withholdings, taxes and other deductions. FALV will be responsible for paying the payroll service's fees directly.
- b) **Payroll processing** – Includes updating, maintenance, and regular, emergency



and special payroll entry, as requested by FALV. Payroll processing includes all of the following:

- i. Complete Retirement reporting through the appropriate agency. Please note that some Agencies charge a fee to charter schools to transmit retirement information to their respective systems. If the Agency charges such a fee, FALV will be responsible for paying this fee directly.
 - ii. Voluntary Deductions (e.g. 403(b))
 - iii. Distribution of pay warrants and direct deposit administration
 - iv. Distribution of W2's
 - v. Processing of Worker's Compensation
 - vi. Salary adjustments
 - vii. Verify Budget Numbers, Dates and Rates of Pay
 - viii. Prepare and Maintain Annual Calendars
 - ix. Process Exit Forms (resignations, terminations, etc.)
- c) **Insurance services and coordination** – CSMC will act as the bookkeeping liaison for workers compensation and Health and Welfare policies. CSMC will assist in the selection of insurance service providers (if requested by school), emphasizing selecting a provider that will provide high value support to the charter school.

3) External Reporting

- a) **Preparation and data submittal of required budget reports in State format**
- b) **Attendance** – includes preparation and data submittal of applicable Attendance Reporting.
- c) **Audit** – CSMC will act as the lead point of contact with FALV's auditor and will work with the auditor through finalization of the audit report. Based on completion of consolidated financial statement audit, CSMC will coordinate the preparation and submission of Federal Form 990.
- d) **Categorical program budgeting and oversight** – separate fund tracking for all restricted or categorically relevant programs.
- e) **National School Lunch Program (NSLP)** – If your school participates in this program, CSMC will assist with NSLP bookkeeping, submission of monthly food program reimbursement forms and completion of required annual reports.



- f) **General Reporting** – includes any necessary grant, award, program, state, county, and district report related to financial, or operating activity. This section does not apply to CALPADS data reporting.

4) Internal Reporting and Budgeting

- a) **Budgeting/Cash Flow** – CSMC collaboratively with FALV shall develop and modify both current and future year budgets and pro forma cash flow models. All state mandated development and adoption timelines shall be incorporated into the planning process. Other modifications are to be performed as necessary or requested by FALV, including for strategic planning purposes. In today's challenging economic times, it is crucial that the budget is constantly reviewed and modified as needed; therefore, there are no limits to the number of budget revisions that may be requested by FALV. Cash flow timing and Budget to Actual reporting on a monthly basis shall be reported to FALV.
- b) **Internal Monthly Reporting** Please note that CSMC's Charter Vision® web portal (described in item #5 below) provides anytime, anywhere client access to dozens of detailed financial reports. In addition to this, CSMC will create and send to FALV *monthly* reports including:
- i) Budget to actual income statement
 - ii) Balance sheet
 - iii) Cash flow projections
 - iv) Fiscal analysis and commentary as applicable
- c) **Board Meeting Support** – CSMC's School Business Manager will be available as requested for FALV's board meetings to present financial reports and/or answer financial questions (by teleconference or in person). There is no limitation to the number of times FALV may request the School Business Manager's attendance – on average, CSMC's clients tend to request the School Business Manager's presence every other month. Additionally, CSMC will provide your board of directors with training and access to our Charter Vision system. This will allow the board to retrieve financial statements and "board reports" 24 hours a day, 7 days a week.

5) Charter Vision®

- a) Charter Vision is CSMC's online, client-specific business information portal. Charter Vision has your school's latest and detailed financial metrics and reports, upcoming deadlines, shared document templates, latest



announcements, and upcoming deadlines. Access this portal anywhere, anytime. CSMC believes this is a great tool for increasing access and transparency to internal constituents. For instance, charter school board members can access the latest board and financial reports directly through Charter Vision. School may add as many licenses and grant access to an unlimited number of people at no charge.

6) Policies

- a) **Fiscal/Operating Procedures** – With the collaboration of FALV, CSMC will assist in the development and maintenance of fiscal and operating procedures and control policies.
- b) **Safety Manual** – With the collaboration of FALV, CSMC will develop and maintain a complete and compliant Safety Manual.

7) Client Support

- a) **Client Support** – At FALV's written request, CSMC will provide assistance with funding, budgeting, strategy, fiscal control, or other operational/financial questions or issues.

8) Charter Development and GRANTS Administration

- a) **Grants** – Track direct and allocate costs to grants.
- b) **Charter Renewal** – On a separate fee basis, CSMC will assist with a charter petition for renewal.

Fees

One-Time Setup Fee – \$ 5,000

This fee includes all of the activities necessary to get your information into the CSMC system to enable the above services. This includes such information as:

1. Exporting information from your current bookkeeping system (if you are an operating charter school) or gathering initial bookkeeping information (if you are a new school) into our enterprise-quality software system
2. Working with you to input all of your employees' personal- and compensation-related information into our payroll system
3. Identifying all of the revenue programs your school is possibly eligible for, assisting you to make strategic decisions about which ones to pursue, and



helping you to apply to any you might have missed to ensure your school receives as much revenue as possible

4. Projecting your cash flow needs for the upcoming contract period and helping you start identifying possible ways of surviving any gaps
5. Identifying which financial reports you would like to see on an ongoing basis to help you make the best strategic decisions and keep other stakeholders informed
6. Assessing your current operational and financial policies, comparing them to current best practices, and improving those that need to be updated
7. Ensure that you are comfortable with how CSMC will support you and answer any of your initial questions

Scope of Specific Services

The specific services, work and tasks set forth above shall collectively be referred to as the "Services." CSMC shall only be required to perform the Services, and shall not be required to perform any services, work or tasks other than the Services. If CSMC does perform services, work or tasks other than the Services, CSMC will not be required to do so in the future, and CSMC may with the consent of Customer seek reimbursement or payment from Customer for such services, work or tasks. Each agreement is different, and Customer acknowledges and agrees that the Services that CSMC is required to perform under this Agreement do not include all of the services CSMC has the ability to perform, and specifically does not include every service referred to or listed in CSMC's website (www.csmci.com) or other materials.

Ongoing Fee for Services

In addition to the One-Time Set-Up Fee, FALV shall pay to CSMC monthly installments of \$ 5,000 beginning in July 1, 2014. This fee shall cover payment to CSMC for the Services. FALV shall pay this ongoing fee for the Services until the expiration or termination of this Agreement, at which time FALV shall within 15 days pay CSMC any unpaid monthly fees for Services. FALV will promptly pay to CSMC the amounts set forth in this Agreement upon receipt of each monthly billing statement. Customer's payment obligation is absolute, and Customer may not withhold or deduct payment for any reason.

Term of Agreement

Setup will begin on or around July 1, 2014 and will last for all of that month.



The term of this Agreement and CSMC's obligation to perform the Services will begin on July 1, 2014 ("Start Date") and will be deemed automatically renewed on the annual anniversary of the Start Date, unless either party provides the other party with written notice 45 days in advance of the next anniversary of the Start Date of its intent to not renew this Agreement. If CSMC does not physically receive such a notice of non-renewal prior to or on the 45th day before the next Start Date, then CSMC may rely on the automatic renewal of the term of this Agreement. However, in no event shall the term of this Agreement exceed the charter of FALV.

Parties – No Agency

This Agreement is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, or joint venture, or any other relationship other than independent contractor between CSMC and FALV. CSMC shall be free to provide similar services for other clients.

Communication Between the Parties

FALV will direct all communication to the CSMC Account Manager and CSMC will direct all communication to FALV's designated primary contact, unless either party designates another representative and provides written notification of the change to the other party. CSMC agrees to keep all communication and work product with FALV confidential to the allowable extent of State and Federal Law.

Parties Are Sole Obligor

This Agreement is entered into by the FALV for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties. CSMC agrees that no employee, executive, shareholder or director of FALV shall be personally liable for payment or any breach of this Agreement, and that CSMC may only look to FALV for payment or performance of the obligations required under this Agreement. Likewise, FALV agrees that no employee, executive, shareholder or director of CSMC shall be personally liable for payment or any breach of this Agreement, and that FALV may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Customer, and will not be required to perform work or services to any company or person affiliated with Customer.

Document Retention



Customer agrees that it will be responsible for providing CSMC with all records pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Customer agrees to retain, and not destroy, its records for the duration of any period mandated by applicable laws. CSMC shall retain its files for ____ years, after which time CSMC shall destroy its files unless Customer requests in writing that CSMC retain files for shorter or longer retention period.

No Guarantee – Limitation to Services and Exclusion of Liability for Other Work

CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by FALV. CSMC will use good faith efforts in providing Services to secure the reasonable objectives sought by FALV during CSMC's performance of its Services under this Agreement. FALV understands and agrees that it is retaining CSMC to perform only those Services listed above and defined in this Agreement as the Services. FALV agrees that CSMC will have no liability for, or indemnity obligations arising out of, CSMC's provision of any services, task or work not included within the definition of Services.

No Liability for Referral

The Services which CSMC is required to perform under this Agreement do not include referring Customer to any other service provider, person or company. However, from time to time, customers sometimes seek a referral from CSMC. Customer acknowledges and agrees that if it seeks a referral from CSMC, Customer shall be responsible for interviewing, researching, and retaining any such service provider, person or company; and Customer shall rely on its own assessment in making any hiring decision. CSMC does not warrant or guarantee the services, work or results of any service provider, person or company which CSMC may refer to Customer.

CSMC's Right to Rely

In performing the Services under this contract, CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided to CSMC by FALV, its directors, officers, employees and agents. CSMC shall not be expected to, and FALV may not rely on CSMC to, disclose errors, fraudulent financial reporting, and misappropriation of assets, or illegal acts that may exist at one or more schools or offices operated by Customer. FALV understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in FALV's internal controls as part of CSMC's provision of Services under this Agreement. In



addition, FALV shall have the responsibility to promptly notify CSMC of any material change in FALV or FALV's operations that might impact CSMC's ability to provide the Services under this Agreement.

Assignment

This Agreement is not assignable without the written consent of the parties hereto.

FALV's Direction - Indemnification

FALV acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of FALV. FALV retains ultimate decision-making authority on the execution of agreements, transactions and payments, and the determination of rights, processes, controls and obligations rest entirely within the discretion and control FALV. To the extent that FALV properly directs CSMC, and to the extent that CSMC fails to properly perform the Services, CSMC shall indemnify and hold FALV and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part, but only to the extent that they arise from CSMC's active negligence or express breach of its obligations under this Agreement. Nothing in this Agreement shall require CSMC to indemnify FALV against claims, demands or suits based upon intentional or negligent acts of FALV, its agents, officers or employees.

Professional Services Exclusion

Customer acknowledges and agrees that CSMC does not provide legal services or licensed accounting services, and that those and other licensed professional services are not included within the Services which CSMC is required to provide under this Agreement. Customer agrees to consult a lawyer and/or licensed accountant if Customer seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation or services.

Charter Revocation, Notice to Cure, or Closure

Unless included within the definition of Services for which CSMC is responsible under this Agreement, CSMC shall not be responsible to do any work or perform services related to any charter revocation, notice to cure or related notices; nor shall CSMC be responsible for doing any work or performing any services related to any closure of any school operated by Customer.

Customer's Premises/Facilities



Customer agrees that it, and not CSMC, is responsible for the physical premises and facilities Customer operates, including whether those premises/facilities comply with the American Disabilities Act and any other applicable statutes or regulations. Customer is responsible for complying with all applicable health and fire code requirements and zoning laws. Customer shall maintain all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances.

Customer's Insurance Responsibility

Customer represents and warrants that it has obtained property general liability insurance, workers' compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability.

No Employee Raiding

Customer recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial expense in recruiting and retaining qualified personnel. Customer agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC during the term of this Agreement and for period of one hundred twenty (120) days after such person's termination of employment with CSMC. Customer agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if Customer breaches this provision, Customer will pay to CSMC liquidated damages fixed at twenty-five percent (25%) of the CSMC employee's yearly compensation, or projected yearly compensation, at the time of any such breach.

Termination of Agreement

FALV may terminate this Agreement without cause by providing written notice of cancellation to CSMC at least 30 days prior to cancellation. Within 15 days of transmittal of a cancellation notice, FALV shall pay to CSMC all unpaid fees and FALV shall reimburse CSMC for all costs incurred by FALV to provide the Services. The parties agree that those reimbursable costs would be difficult to calculate and therefore agree that if FALV terminates this Agreement without cause within the first year from the Start Date, FALV will pay to CSMC as liquidated damages fees equivalent to three months of the standard monthly fee for Services. If FALV terminates without cause in year two following the Start Date, the liquidated damages payable to FALV shall be two months of the fees for Services. FALV may terminate the Agreement without cause and without paying liquidated damages at any time



following the second anniversary of the Start Date, CSMC may terminate this Agreement at any time without cause and without liability by providing FALV written notice of cancellation 30 days prior to termination. However, if FALV terminates this Agreement for cause (e.g., due to lack of payment), FALV need not provide advance notice of cancellation.

Sole and Entire Agreement

This Agreement sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this Agreement shall be permitted. All changes to this Agreement must be made in writing and signed by both parties.

Governing Law, Arbitration and Time-Bar on Claims

This Agreement shall be construed in accordance with the laws of the State of Nevada. CSMC and FALV agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law.

Severability

The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other paragraphs shall remain fully valid and enforceable.

Notice

Any and all notices required under this Agreement shall be delivered by overnight mail by a nationally recognized carrier to the following addresses:

CSMC HEADQUARTERS
Attn. Mr. Sandro Lanni

Founders Academy of Las Vegas
W. Richard Moreno




40925 County Center Drive
Suite 110
Temecula, CA 92591

4025 North Rancho Drive
Las Vegas, NV 89130


Signatures

CSMC


Sandro Lanni, President
CSMC

Date: 7/9/2014

Customer


W. Richard Moreno, Chairman *Pending*
Founders Academy of Las Vegas *Board*
Approval

Date: 7-9-14

Founders Academy of Las Vegas

Mr. Patrick Gavin, Executive Director
State Public Charter School Authority
1749 North Stewart Street #40
Carson City, NV 89706
July 21, 2016

RE: NAC 386.402

Dear Mr. Gavin,

Thank you for your continued support of Founders Academy of Las Vegas. You and your staff have been instrumental in our success so far, and we look forward to continued partnership with you as we continue to grow.

I am writing today to let you know that our board last week (July 13, 2016) approved two resolutions to amend our charter to include Charter School Management Corporation (CSMC) and Founders Education Legacy (FEL), should you and your board determine that this amendment is required.

As you know, CSMC is the largest and most experienced provider of back office services to charter schools in the country, with employees supporting more than 200 schools, including three in Nevada. With its background in school development, budget, operations, and financial management, CSMC frees schools so they can focus on their core business: educating students. CSMC has a wealth of experience in helping charter schools develop their systems. Its 16 years of experience of helping schools has allowed it to become a better partner.

However, CSMC is not an education management company, and neither is FEL. We believe this distinction is important. The standard national definition of education management company is a firm that directly manages schools, including hiring and firing of all staff. CSMC does not do that. The same can be said for FEL.

Having said that, CSMC and FALV recognize that NAC 386.402 was written more broadly, and is intended to cover all vendors serving schools, whether they are serving the back office, janitorial or other needs of schools and school districts.

Founders Academy of Las Vegas

Therefore, our board has voted to comply with NAC 386.402 and amend our charter to include both CSMC and FEL. We hope to get your board's approval to do so at your meeting on July 29, 2016, should you and your board deem it necessary.

Thank you for all your hard work. We look forward to our continued partnership under the SPCSA's authorization.

Sincerely,

A handwritten signature in black ink, appearing to read "W R Moreno".

W. Richard Moreno
Board Chair
Founders Academy of Las Vegas

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

**1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687 - 9174 · Fax: (775) 687 - 9113**

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 4—Consent Agenda—EqtcnAcademy Amendment Request
DATE: August 26, 2016

Background:

[NRS 388A.030](#) defines an educational management organization as a for-profit corporation, business, organization or other entity that provides services relating to the operation and management of charter schools and achievement charter schools. Additionally, [NRS 388A.393 expands](#) on the definition to include several other kinds of entities and service providers who provide services to charter schools:

““...[C]ontractor” or “educational management organization” means a corporation, business, organization or other entity, whether or not conducted for profit, with whom a committee to form a charter school or the governing body of a charter school, as applicable, contracts to assist with the operation, management or provision and implementation of educational services and programs of the charter school or proposed charter school. The term includes a corporation, business, organization or other entity that directly employs and provides personnel to a charter school or proposed charter school.”

Based on guidance from counsel, a broad range of vendors may be considered as educational management organizations, including but not limited to LLCs formed by retired educators to contract with schools for the provision of administrative services, providers of back office financial management services, and non-profits affiliated with a school which provide services on either a fee or reimbursement basis.

[NAC 386.400 et seq.](#) outlines a number of requirements related to charter schools contracting with educational management organizations, including sponsor approval of such contracts and amendment of the written charter or charter contract.

Coral Academy has identified a contractual relationships which requires review and approval by the Authority and the granting of an amendment to their charter contract:

1. Contract with Charter School Management Corporation (CSMC): CSMC is a national provider of back office financial management services to charter schools. CSMC does not provide educational services such as curriculum or the leasing of instructional staff, but it does provide operational services in the form of financial management and reporting, payroll, and other back office functions. It also has employees assigned to provide allocated, part-time financial management services to the school. While the form of the contract and the structure of the organization may differ, CSMC's relationship to the school and the services it provides are similar to many non-educational service vendors, including service providers such as Academica Nevada LLC which currently contract with Authority authorized schools.

From a national perspective, it is not unusual for a school to have multiple contractual relationships with service providers which merit sponsor approval. For example, DC law requires that charter schools obtain authorizer approval for any contract over \$25,000. Many authorizers, including Central Michigan University, require schools to request charter contract amendments in order to enter into agreements with service providers for the provision of a broad range of services. These subcontracts are tracked separately by the sponsors and are incorporated into and subordinate to the charter contract with the sponsor. In Nevada, [NAC 386.400\(2\)](#) requires charter schools to submit all contracts with any vendors and contractors to their sponsors within 30 days of execution. This requirement has been in effect since April 2002, when the Legislative Commission approved [R193-01A](#). The state's first regulations related to educational management organizations were adopted at the same time. While these provisions have been amended several times, the expectation that schools would need sponsor approval to enter into such contracts has remained a constant.

The Agency is in receipt of a request for approval of contractual amendments to contract with this organization. Copies of the letter of transmission, the board minutes, and the CSMC contract were provided.

Recommendation:

The Agency recommends approval of the contract and the issuance of a charter contract amendment. The Authority should be aware this contractual relationship pre-date today's meeting. The Agency would note that Coral and CSMC identified this issue in conversations with staff and have worked proactively with Agency staff to address these issues and has sought guidance on how to come into compliance with the statute. They have displayed a strong sense of urgency to address this issue quickly. This area of law and regulation has evolved rapidly since 2013 and Agency staff suspects that there may be other instances of non-compliance which schools will need to remedy. Agency staff request that the Authority not impose any consequence or make any compliance finding related to this matter. Based on this experience, Agency staff intends to contact all Authority schools and request that they review their contracts and determine if any of them require sponsor approval and a written charter or charter contract amendment. Depending on the volume of possible approvals, it is likely that staff will develop a process and materials to assist schools in coming into compliance with the statute. In the event that the Authority members wish to authorize Agency staff to grant such amendments going forward pursuant to [NAC 386.326](#), staff will place an agenda item on the September board agenda to provide the Authority with the opportunity to make that determination.

PLEASE POST

AGENDA

CORAL ACADEMY OF SCIENCE LAS VEGAS REGULAR MEETING OF BOARD OF TRUSTEES

Date: June 25, 2016

Time: 11am

Location: Sandy Ridge

This agenda has been posted at the following locations:

Coral Academy of Science Las Vegas, Green Valley Library, Enterprise Library, James Gibson Library, Paseo Verde Library, Whitney Library, CASLV website at www.caslv.org, and Nevada Public Notice website at <http://notice.nv.gov>

The Board may take items on the agenda out of order; may combine two or more items for consideration may table an agenda item to be considered in a future meeting or may remove an item from the agenda.

Reasonable efforts will be made to assist and accommodate physically handicapped person desiring to attend the meeting. Please contact Ms. Candis Cope at 702-776-6529 ext. 106 at least 48 hours before the time of the meeting so that arrangements may conveniently be made.

All Times are action or possible action items unless denoted otherwise.

Call to order

Roll Call

Pledge of Allegiance

A. Action to adopt the Agenda (*For Possible Action*)

Dr. Deniz, President

B. Public Comment

Comments from the public are welcome at this time. A "Citizen's Request to Speak" card should be filled out and submitted to the Board president prior to this session. The Board will neither deliberate nor take any action on a matter raised during public comments sessions unless the matter itself has already been specifically included on the agenda as an action item.

Public comment may be limited to 3-5 minutes per person at the discretion of the Board.

PLEASE POST

C. Approval of 04/29/2016 Board Meeting Minutes (*Action*)

Mr. Ercan, Executive Director

D. Approval of Lease Agreement for Lomie Heard Elementary School Facility (*Discussion, Possible Action*)

Mr. Ercan, Executive Director

E. Discussion and Approval of Construction company selection for Sandy Ridge Gym (*Discussion, For Possible Action*)

F. Approval of Back Office Service Provider (*Discussion, Possible Action*)

G. Discussion and Approval of agreement of NSLP authorized Lunch Provider (*Discussion, For Possible Action*)

H. Approval of Textbook Purchasing for the New Campuses (*Discussion, Possible Action*)

I. Approval of Computer Hardware Purchasing for the New Campuses (*Discussion, Possible Action*)

J. Approval of Extension of Existing Cleaning Service Contract to the New Campuses (*Discussion, Possible Action*)

K. Approval of the Professional Guidance, Psychological Evaluation and School Nurse Service Agreement (*Discussion, Possible Action*)

L. Approval of the Furniture and Equipment Agreement with CCSD for the Nellis Campus (*Discussion, Possible Action*)

M. Approval of the AP exam and Map testing fees (*Discussion, Possible Action*)

N. Subcommittee Meeting Update (*Information*) Mrs. Hayman and Dr. Baloglu

O. New Opening Campuses and Henderson Campuses Update (*Information*)

P. Executive Director's Annual Evaluation (*Discussion*)

Q. Executive Director's Progress Report (*Information*)

Brief updates and notices to the Board from the Director regarding School activities/events.

R. Public Comments

Comments from the public are welcome at this time. A "Citizen's Request to Speak" card should be filled out and submitted to the Board president prior to this session. The Board will neither deliberate nor take any action on a matter raised during public comments sessions unless the matter itself has already been specifically included on the agenda as an action item.

S. Adjournment (*Action*)

Centennial Hills Campus
7951 Deer Springs Way
Las Vegas, NV 89131
702-685-4333

Central Office
3039 W. Horizon Ridge Pkwy. Suite 120
Henderson, NV 89052
702-776-6529 | 702-776-6569 (Fax)

Nellis AFB Campus
42 Baer Dr.
NAFB, Las Vegas, NV 89115
702-701-2321



Sandy Ridge Campus
1051 Sandy Ridge Ave.
Henderson, NV 89052
702-776-8800 | 702-776-8803 (Fax)

Tamarus Campus
8185 Tamarus St.
Las Vegas, NV 89123
702-269-8512 | 702-269-3258 (Fax)

Windmill Campus
2150 Windmill Pkwy.
Henderson, NV 89074
702-485-3410 | 702-722-2718 (Fax)

CORAL ACADEMY OF SCIENCE LAS VEGAS

August 16, 2016

BY EMAIL (pgavin@spcsa.nv.gov) AND FAX (775-687-9113)

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

Re: Proposed Amendment to the Charter of
Coral Academy of Science Las Vegas

Dear Mr. Gavin:

The Governing Board of Coral Academy of Science Las Vegas ("Coral Academy") is writing to request the approval of the State Public Charter School Authority (the "Authority") at its upcoming August 29, 2016 meeting to two specific amendments to Coral Academy's Charter.

Coral Academy's Governing Board approved the two amendments described below at duly-noticed and –convened public meetings on June 25, 2016 and August 16, 2016.

Attached is supporting documentation regarding these two amendments.

(1) Head Office Location. First, Coral Academy would like to change one of its facilities. Coral Academy's current administrative offices are located at 3039 W. Horizon Ridge Parkway, Suite 120, Henderson, Nevada 89052. Coral Academy would like to move those offices to 8965 S. Eastern Avenue, Suite 280, Las Vegas, Nevada 89123. If approved, this change would take effect on September 1, 2016. There should be no material impact from this change on Coral Academy (including, for example, as to its finances, administrative functions, and educational services). No classroom instruction takes place at Coral Academy's administrative offices. The rent to be paid for these new offices is fair market rent.

Pursuant to NRS 388A.276 and Sections 1.7.4 and 12.7.1.1 of the Charter School Contract between Coral Academy and the Authority, as renewed in 2013, the school kindly requests that the Authority approve this amendment.

(2) Back-Office Functions. Second, Coral Academy would like to hire Charter School Management Corporation, a California corporation ("CSMC") to provide back-office services for the school, including bookkeeping support, payroll processing, budgeting, internal and external reporting functions, and general client support.



Coral Academy does not view CSMC as an Educational Management Organization (“EMO”), but because of the broad language in NRS 388A.030, it is soliciting the Authority’s approval out of an abundance of caution.

If approved, this change would take effect immediately. If there are any material impacts from this change on Coral Academy, the school anticipates them being positive in nature. The change should improve the school’s back-end functioning, increase bookkeeper independence, reduce employee staffing, and increase internal transparency (particularly for the school’s Governing Board).

We understand the Authority is familiar with CSMC, which Coral Academy believes to be a reputable and professional company. Among other things, CSMC has represented to Coral Academy that it: (i) has 16 years of experience in handling back-office charter school functions; (ii) employs approximately 100 people; (iii) serves approximately 200 schools nationwide; (iii) has all requisite licensing and permitting; and (iv) uses a sophisticated, proprietary web tool for exchanging information and reports with its clients’ governing boards.

To Coral Academy’s knowledge, its contract with CSMC would not violate NRS 388A.393, dealing with EMOs (if applicable).

Pursuant to NRS 388A.276 and Sections 2.10.2.4 and 12.7.1.6 of the Charter School Contract between Coral Academy and the Authority, as renewed in 2013, dealing with EMOs (if applicable), the school kindly requests that the Authority approve this amendment.

Please consider this request as soon as possible and let me know whether the Authority approves it. If you have any questions or comments, please contact me or the school’s Executive Director, Mr. Ercan Aydogdu.

Thank you for your time and attention.

Sincerely,

Hasan Deniz, Ph.D.
President of the Governing Board
Coral Academy of Science Las Vegas

**CORAL ACADEMY OF SCIENCE LAS VEGAS,
A NEVADA STATE PUBLIC CHARTER SCHOOL**

**Adopted
December 2006**

**Renewed
September 2013**

**Amended
October 2015**

**Amended
July 2016**

**Proposed for Amendment:
August 2016**

~~Removals are struck through, in red, and bold-faced~~
Additions are italicized, in blue, and bold faced



Hasan Deniz, Ph.D.
President of the Governing Board
Coral Academy of Science Las Vegas

Meeting Minutes

CORAL ACADEMY OF SCIENCE LAS VEGAS

REGULAR MEETING OF BOARD OF TRUSTEES

Date: June 25, 2016

Time: 11:00 am

Location: CASLV Sandy Ridge Campus (1051 Sandy Ridge Ave., Henderson, NV 89052)

This agenda has been posted at the following locations:

Coral Academy of Science Las Vegas, Green Valley Library, Enterprise Library, James Gibson Library, Paseo Verde Library, Whitney Library, CASLV website at www.caslv.org, and Nevada Public Notice website at <http://notice.nv.gov>

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Reasonable efforts will be made to assist and accommodate physically handicapped person(s) desiring to attend the meeting. Please contact Ms. Candis Cope at 702-776-6529 ext. 106 at least 48 hours before the time of the meeting so that arrangements may conveniently be made.

All Times are action or possible action items unless denoted otherwise.

Call to order

The meeting was called to order on Saturday June 25, 2016 at 11:00 am.

Roll Call

Board Members Present:

Elizabeth Kazelskis, Ann Diggins, Arlene Hayman Dr. Hasan Deniz, Dr. Seyhmus Baloglu, Brin Gibson, and Feyzi Tandogan.

Pledge of Allegiance

A. Action to Adoption of the Agenda (Action)

A motion was made by Dr. Deniz to move item F to after Item D. Dr. Deniz made a motion to adopt the agenda with changes. Dr. Baloglu seconded. Motion carried unanimously.

B. Public Comment

No public comments.

C. Approval of May 21, 2016 Board Meeting Minutes (Action)

Dr. Deniz made a motion to approve the May 21, 2016 Board Meeting minutes with corrections to be made in Item I, K, and L (last name typos). Ms. Diggins seconded. Motion carried unanimously.

D. Approval of Lease Agreement for Lomie Heard Elementary School Facility (Discussion, Action) - Mr. Gardberg, Legal Counsel

Mr. Gardberg explained that the lease agreement negotiations were difficult, but a resolution was reached, and the Air Force forced CASLV to sign in advance of this meeting (or else the entire 2016-17 school year was in jeopardy). This is therefore a request for board ratification.

The lease has a five-year term and will terminate when the new facility is built and ready for occupancy. The military will not charge CASLV any rent due to new regulations, saving CASLV over \$30,000 per year. Currently our enrollment is 98% military, and 20% is the threshold for free rent. However, CASLV will accept all responsibility for the 60+ year old building, taking it "as is." CCSD and Nellis Air Force will assume no responsibility whatsoever.

In sum, Mr. Gardberg has reviewed the lease agreement thoroughly and feels it is relatively fair and reasonable. CASLV has documented all of the defects and disrepair found onsite. Mr. Ercan mentioned that the A/C units are the only major concern, as they are very old, but Nellis AFB has suggested it can resolve any A/C concerns. CASLV will receive keys on July 1, 2016. Mr. Ercan said that CASLV maintenance personnel will begin repairs on July 5, 2016, and the school will also be thoroughly cleaned over the summer. He also mentioned that CASLV will provide a safe and clean facility for the new students.

Dr. Deniz made a motion to approve and ratify the Lease Agreement for the Lomie Heard Elementary School Facility. Ms. Hayman seconded. Motion carried unanimously.

E. Approval of Construction Company for Sandy Ridge Gym (Discussion, Action) -Mr. Ram Janga

Mr. Ercan explained there have been many delays in the project, the most recent being the HOA—but the HOA has recently approved. He explained that CASLV received seven proposals from various construction companies, after the RFP was re-issued with new information. Mr. Janga explained that the top three companies were selected based of proposed price, construction timeframe, relevant experience, as well as the level of comfortability after the interview. Mr. Janga recommends AF Construction, as they are a very good and reputable company with experience working with schools. The company will take into concern noise and dust during construction, since it is a residential/school location. Mr. Janga checked their references and they are clean. The supervisor has also been with the company for thirty years. The building will be turnkey.

As a status report, the permits have been issued and City Council has approved; we are just waiting on approval from Nevada Power and financing. The project will begin as soon as financing is in place, tentatively during the week of July 1-10, 2016. The school cannot finance it via a bond issuance, because the soft costs of a bond issuance are about \$500,000.

Mr. Gibson made a motion to approve AF Construction for the Sandy Ridge Campus Gym. Mr. Tandogan seconded. The motion carried unanimously.

F. Approval of Back Office Service Provider (Discussion, Action) - Mr. Ercan, Executive Director

Mr. Ercan explained that this is CASLV's ninth year as a successful school. CASLV has always had in house accounting, with a clean record. After much collaboration between the CFO and office staff, they are requesting the board's approval to outsource back office services due to the continued growth of the school. Mr. Ercan feels that by outsourcing, CASLV will have a more professional team and more transparency.

Three companies were considered; CSMC, based in Temecula, CA, was the final choice by CASLV's executive office. Mr. Nick Driver and Mr. Ryan Schuck of CSMC were present to give a presentation and answer questions.

Mr. Driver explained that CSMC has sixteen years of experience in ten states, and 100 employees who are serving 200 schools. They are currently providing service to another charter school in Las Vegas. They offer financial services to schools so that schools can focus on educational services. CSMC will provide CASLV with a school business team and an accounting team. They also offer Charter Vision, which provides 24/7 current information for the administration and board. This is the best technology in the industry. The pricing is a 12-month flat fee, all-inclusive contract that is fair and reasonable for all five campuses. (However, payroll will be an additional fee of \$400-\$500 a month.) The pricing is based on the Nevada market, not California.

Mr. Gardberg will review and revise the contract, as what he currently has is merely a proposal. Mr. Schuck explained that it would be a three-year agreement/partnership. The contract has a termination clause. Upon approval of the contract, CSMC will start in July with the transition, set-up, and historical work.

Mr. Gibson asked if CSMC is familiar with Nevada laws, to which Mr. Driver responded that they are, Nevada is a straightforward state. California is more regulated. Mr. Driver confirmed that they are licensed and bonded, but no special Nevada licensing was required. Mr. Driver said that CSMC's long-term goal is to build up its presence in Nevada, including hiring employees here.

Mr. Gibson asked Mr. Nick if he has any concerns about outsourcing accounting. Mr. Nick replied that transition will be difficult, however it will be beneficial for CASLV in long term. He feels that financially, it will be more expensive initially to outsource, but the later benefits will be better for the school. He will still keep a small staff to for day-to-day accounting.

Ms. Diggins is concerned about the budget and asked if a cost analysis was done. Mr. Nick responded that he would review the budget again, however CASLV can decrease the number of business office staff.

CSMC will report to all the regular board meetings as well as report any irregularities should they arise. Mr. Gibson feels this will bring transparency, due diligence, and protection to the board. Mr. Driver confirmed that it considers its client to be the board.

Mr. Driver noted that 50%-60% of charter schools over 800 students utilize a back-office service. The Board questioned the timing of this proposal and would have preferred to view it earlier in the year.

Mr. Gibson made a motion to approve authorization for the Executive Director, in consultation with legal counsel, to begin negotiations and enter into satisfactory contract with CSMC for back office services. The basic terms outlined have been accepted, with a Setup Fee of \$7,200.00, two

year \$12,000.00 monthly fee, and third year \$13,000.00 monthly fee. This agreement is contingent on confirmation from counsel that the procurement laws have been satisfied, and the engagement of the Charter School Authority to verify modification of charter. Mr. Tandogan seconded. The motion carried unanimously.

(5 minute break at 1:05 pm. The meeting resumed at 1:10 pm.)

G. Discussion and Approval of agreement of NSLP authorized Lunch Provider (Discussion, Action) - Mr. Ercan, Executive Director

Mr. Ercan explained that the Nellis Campus has a higher percentage of students that will qualify for Free and Reduced Meals than the Henderson and Centennial Hills Campuses. However, he would like to have consistency at all five campuses and recommends Three Square as the new lunch provider. The current provider, WT Café, cannot provide Free and Reduced Meals. The State Public Charter School Authority would encourage CASLV to provide Free and Reduced Meals. The reporting will be done by CASLV and Three Square. Three Square is also able to provide lunch service at a lower cost to CASLV. The leftover funds will be used to offset the cost of purchasing equipment to provide hot lunch service in the future. At the Centennial campus, cold lunches will be served the first year.

Dr. Deniz made a motion to authorize NSLP Lunch Provider for all campuses. Ms. Hayman seconded. The motion carried unanimously.

H. Approval of Textbook Purchasing for the New Campuses (Discussion, Action) - Mr. Nick, CFO

Mr. Nick requested the Board's approval for additional books required for the new campuses. \$256,000 was approved at the last board meeting. This is an additional request, as some teachers had late requests. The additional books are in the budget.

Ms. Diggins made a motion to approve the textbook purchases for the Nellis AFB and Centennial Hills Campuses. Dr. Deniz seconded. The motion carried unanimously.

I. Approval of Computer Hardware Purchasing for the New Campuses (Discussion, Action) - Mr. Nick, CFO

Mr. Nick requested the board's approval for additional Dell OptiPlex computers needed for the staff at Nellis and Centennial Hills Campuses. Mr. Nick provided three estimates for the Dell OptiFlex computers. The computers will have three-year warranties and be similar to the existing computers. He recommends Provanage, as it is the least expensive. This purchase is in the budget.

Mr. Gibson made a motion to purchase computer hardware for the new campuses for \$38,000.00 from Provatage or best offer from a different supplier. Dr. Deniz seconded. The motion carried unanimously.

J. Approval of Extension of Existing Cleaning Service Contract to the New Campuses (Discussion, Action)-Mr. Ercan, Executive Director

Mr. Ercan explained that Omex Maintenance is the current cleaning company for Henderson campuses, and CASLV is happy with the service. Currently CASLV pays \$96,000.000 annually for the three Henderson campuses. Mr. Ercan began negotiations with Omex for the additional two campuses and they can be included for \$64,000.00 annually.

Mr. Nick explained that the cleaning contract was publically bid out two years ago and Omex, although not the least expensive, was the best value. Mr. Gibson wants to confirm that with the renegotiation of the contract, they are getting a better price. Mr. Ercan believes they are. Dr. Deniz would like to confirm the Omex employees are treated well. Mr. Ercan responded that the Omex employees are treated very well. He said the employees are reliable, which is important for the Nellis Campus. Mr. Gibson is concerned about extending contracts; he does not want to get into the practice of extending contracts. Mr. Gibson is concerned about the contract with Omex, as it is not written as an extension. He would like to see it written as an extension contract to be in compliance with procurement laws. Mr. Gardberg can work with Omex to rework the contract, with the board's approval on pricing and terms. Ms. Diggins reviewed the numbers and believed the per-square foot pricing is good.

Mr. Gibson made a motion to approve the Omex cleaning extension with authorization for Mr. Gardberg to rewrite the contract with Omex for compliance with procurement laws. Mr. Tandoğan seconded. The motion carried unanimously.

K. Approval of Professional Guidance, Psychological Evaluation and School Nurse Service (Discussion, Action)-Mr. Nick, CFO

Mr. Nick explained that CASLV outsourced its professional guidance to United Testing Services, Inc. and they have provided very good service to the school. United Testing Services provides two services for all five campuses at \$85.00 and guidance services for Sandy Ridge campus will be \$47,376.00. This price has been included in the budget.

Mr. Gibson made a motion to approve United Testing Services, Inc. as the Professional Guidance, Psychological Evaluation and School Nurse Provider for CASLV 2016-2017 school year. Dr. Deniz seconded. The motion carried unanimously.

L. Approval of the Furniture and Equipment Agreement with CCSD for the Nellis Campus (Discussion, Action)-Mr. Ercan, CFO

Mr. Ercan explained that CASLV has been negotiating with CCSD for six months about this furniture and equipment. The agreement is for certain existing items at the Nellis Campus from CCSD, which include smart boards, bulletin boards, dry erase boards, sound system in MP room, and the kitchen equipment. Since CCSD requested to execute this agreement by mid-June (or else the deal would fall through), this is a request for the board's ratification. With the approval of Dr. Deniz and Ms. Diggins, the agreement was already accepted (per the terms presented to CCSD by Mr. Gardberg) and signed.

Mr. Gibson made a motion to ratify the approval of the furniture and equipment agreement with CCSD for \$52,000.00 for the Nellis Campus. Dr. Deniz seconded. The motion carried unanimously.

M. Approval of the AP exam and MAP testing fees (Discussion, Action)-Mr. Ercan, Executive Director

Mr. Nick stated that since the AP Testing is over \$10,000.00, the board's approval is required. Mr. Ercan explained that the school collects the fees from students to pay for the AP exams; it is no cost for the school. Mr. Gibson asked if financial assistance is provided for students if needed. Mr. Ercan responded yes, 16-17 students benefited from the abatement program.

Also, CASLV received a grant for 2016-17 school year and will be distributing \$5,000.00 towards AP exams.

Mr. Gibson asked if MAP testing is a beneficial tool for the school. Ms. Farthing explained that the Administration has had extensive conversations regarding this, as the Charter Authority does not require MAP testing. The Charter Authority requires CASLV to use ACT Aspire on top of Smarter Balance for accountability. However, the MAP provides years of data on our students that it is crucial for school to track students and provide interim assessments aligned with Common Core. CASLV does not feel they can achieve the same results with ACT Aspire.

Dr. Deniz made a motion to approve AP exam and MAP testing fees. Dr. Baloglu seconded. The motion carried unanimously.

N. Subcommittee Meeting Update (Information)-Ms. Hayman

This item was tabled at the May 21, 2016 meeting and presented here.

Ms. Hayman presented the board with a summary of the Teacher Compensation Subcommittee meeting that was held on May 11, 2016. The attending members agreed that CASLV would like to offer the teachers a more competitive pay scale as well as increasing the contribution towards health benefits. It is the goal of CASLV to be more competitive with the school district and other leading charter schools in an effort to recruit and retain highly qualified teachers. Although these changes cannot be implemented for the 2016-17, as the budget has already been approved, it is the recommendation of the subcommittee to consider changes in the pay scale, as well as increasing health benefits from 20% to 50% contribution for the 2017-18 school year. A cost of living raise should be considered for this school year for teachers frozen in the current pay scale. Dr. Deniz mentioned that a long-term plan is needed to stay competitive. Mr. Gibson recommended a tenure pay scale that recognized talent and ability. He does not want to see a lock step scale. Ms. Hayman suggested having teachers make a personal growth plan similar to in the district, where teachers can enrich themselves through education, conferences, and programs to move in the pay scale. Ms. Hayman would like to make the mission of CASLV clear. The subcommittee needs to work with our faculty and keep them involved. The faculty needs a voice; we would like to be flexible in compensation to attract innovative teachers. Mr. Ercan feels that with our current pay scale, he does not have much negotiation with salary in the retention and recruitment of new teachers. He needs flexibility to fill difficult positions such as AP teachers, math, and science positions. He also needs flexibility for teachers that have maxed out on the pay scale. Mr. Gibson suggested a tenure committee to help with these decisions. A transparent policy is also very important. It is important to recognize and keep our top teachers, especially in math and science. A special meeting is recommended for the summer to address these concerns.

Separately, Mr. Ercan announced that current teacher recruitment for the upcoming school year is progressing well. Sandy Ridge currently has the largest need.

Mr. Nick presented a spreadsheet for comparison and consideration to increase the health benefits to teachers and the effect on the budget for board's information. The board will consider increasing benefits over the next three years.

O. New Opening Campuses and Henderson Campuses Update (Informational)

Mr. Ercan stated that the Centennial Hills campus is near completion, they are waiting on a few permits. This campus has enrolled 610 students in 24 sections. The Nellis campus has enrolled 567 students in 21 sections, with the potential to open a total of 24 sections if we have more demand. We are currently in need of three more teachers at Nellis. CASLV will receive keys for the building on June 30 or July 1, 2016. Once we receive the keys, we will apply for health and fire permits. A Certificate of Occupancy is not required at Nellis, as it is federal land. The maintenance people have been focused on the Henderson buildings in June. In July, the maintenance team will move to the Nellis Campus to begin work. The cleaning people will also do a deep clean at both the Centennial and Nellis Campuses.

The update on Henderson fourth campus: CASLV has been working on a few projects but nothing could be finalized. Regarding a proposed project on Lake Mead, Mr. Gardberg feels the land will be a good investment for CASLV. Mr. Ercan is still pursuing land options for Henderson's fourth campus. One option is the University of Phoenix Building. They have recently reduced the price on this building. The realtor has sent a letter of intent, non-binding, in CASLV's interest. This is a desirable area and will only require building improvements. The second option we are pursuing is four-five acres of land on the Horizon Ridge/Paseo Verde area. CASLV has not made any binding attempts at this time on this property.

P. Executive Director's Annual Evaluation (Informational)

Mr. Ercan feels the board should prepare an evaluation for his annual review. Currently we do not have a process, a rubric needs to be prepared. We need surveys sent to the teachers and other administrators to evaluate performance. Dr. Deniz suggested they prepare a survey for a December evaluation. Response by senior staff and personnel should be mandatory, teachers optional. Ms. Diggins stated that goals should also be included. The board would like to perform the evaluation in December.

Q. Executive Director's Progress Report (Informational)

Mr. Ercan announced that the graduations were very good and we had very good guest speakers including Dr. Deniz, Supreme Court Justice Michael Cherry, and Senator Joe Hardy. The graduations were held at Artemus Ham Hall, which was very nice. CASLV has already reserved this space for next year. Mr. Gibson was very grateful for the way CASLV handled the graduation location concerns from the religious freedom foundation.

CASLV received an AP and Dual Enrollment grant for \$239,753.00. We are very excited and will utilize it for AP Seminar/workshops, dual enrollment courses, and students' AP test fees. Many of our students take more than one AP test, which can get very expensive for their families. CASLV will use grant money and devise a system to help these families. The AP tests are important for school ranking. We also received a grant for STEM, in the amount \$120,000.00.

Administration is working very hard to get ready for the new school year. They are planning five days of teacher in-service prior to the start of the new year.

Mr. Gunozu has assumed a new position as Chief Academic Officer. Ms. Farthing will assume the Chief Operations Officer role. Ms. Yolanda Flores will be the new Site Director at the Sandy Ridge Campus. She brings eight years of experience to the school.

Ms. Farthing is very excited about our new school leaders. She feels that they are going to work well together.

R. Public Comments

There we no public comments.

S. Adjournment (Action)

Dr. Deniz made a motion to adjourn the meeting. Ms. Diggins seconded. The motion carried unanimously. The meeting adjourned at 2:54pm.

PLEASE POST

AGENDA

CORAL ACADEMY OF SCIENCE LAS VEGAS SPECIAL MEETING OF BOARD OF GOVERNORS

Date: August 16, 2016

Time: 5 pm

Location: 1051 Sandy Ridge Ave.

This agenda has been posted at the following locations:

Coral Academy of Science Las Vegas, Green Valley Library, Enterprise Library, James Gibson Library, Paseo Verde Library, Whitney Library, CASLV website at www.caslv.org, and Nevada Public Notice website at <http://notice.nv.gov>

The Board may take items on the agenda out of order; may combine two or more items for consideration may table an agenda item to be considered in a future meeting or may remove an item from the agenda.

Reasonable efforts will be made to assist and accommodate physically handicapped person desiring to attend the meeting. Please contact Ms. Candis Cope at 702-776-6529 ext. 106 at least 48 hours before the time of the meeting so that arrangements may conveniently be made.

All Times are action or possible action items unless denoted otherwise.

Call to order

Roll Call

Pledge of Allegiance

A. Action to adopt the Agenda (*For Possible Action*)

Dr. Deniz, President

B. Public Comment

Comments from the public are welcome at this time. A "Citizen's Request to Speak" card should be filled out and submitted to the Board President prior to this session. The Board will neither deliberate

PLEASE POST

nor take any action on a matter raised during public comments sessions unless the matter itself has already been specifically included on the agenda as an action item.

Public comment may be limited to 3-5 minutes per person at the discretion of the Board.

C. Approval of June 25, 2016 Board Meeting Minutes (*Action*)

D. Approval of the Lease Agreement for the New Central Office Space (*Discussion, Action*)

E. Approval of the Request for the Charter Amendment (*Discussion, Action*)

F. Approval of the Purchase of Kitchen Equipment (*Discussion, Action*)

G. Approval of the Payment for the Professional Development Services for Teaching and Administrative Staff (*Discussion, Action*)

H. Approval of the Renewal of the PR Company Agreement (*Discussion, Action*)

I. Approval of the New Nellis AFB Campus (on the Empty Lot) (*Action*)

J. Update on Centennial Hills Campus (*Information*)

K. Update on New Henderson Campus (*Information*)

L. Public Comments

Comments from the public are welcome at this time. A “Citizen’s Request to Speak” card should be filled out and submitted to the Board president prior to this session. The Board will neither deliberate nor take any action on a matter raised during public comments sessions unless the matter itself has already been specifically included on the agenda as an action item.

M. Adjournment (*Action*)



*Charter School Management Corporation
Helping Charter Schools Succeed
Corporate Headquarters
40925 County Center Drive
Temecula, CA 92591*

July 1, 2016

Services Agreement for Coral Academy of Science Las Vegas

This Services Agreement (“*Agreement*”) for charter school business support services is between the Charter School Management Corporation, a California for-profit corporation (hereinafter referred to as “*CSMC*”) and Coral Academy of Science Las Vegas, a Nevada state public charter school (hereinafter referred to as “*CASLV*,” “*Customer*” or “*you*”). CSMC and CASLV are each individually a “*party*” and sometimes referred to collectively as the “*parties*.”

The parties to this Agreement understand that this is an agreement whereby CASLV desires to retain CSMC, because of CSMC’s expertise, prior experience and comprehensive service offerings, as they relate to CASLV’s operation of one or more charter schools, and that CSMC desires to provide expertise for the benefit of CASLV using its knowledge, skills, experience and abilities.

This Agreement consists of the following:

Section A	Contract Summary
Section B	CSMC Scope of Services
Section C	Other Material Terms
Section D	Miscellaneous Terms



Section A
Contract Summary

Summary of Coral Academy of Science Las Vegas

The following information regarding CASLV's operations, size and authorizing agency(ies), as of the start of the 2016-17 school year, has been provided by CASLV, and CSMC may rely on such information.

Number of schools = 1

Number of campuses = 5

Approximate number of students* = 2,600

Authorizing Agency = Nevada State Public Charter School Authority ("SPCSA")

Summary of services offered within:

- ☒ Back-Office Services
- ☒ Charter Vision Access

Contract Period:

The Contract Period shall be July 1, 2016 through June 30, 2019

Summary of Pricing:

One-Time Setup Fee = \$7,200

Ongoing Monthly Fee (during the Contract Period) = \$12,000 (contract will raise to \$13,000 per month starting July 1st, 2018)

*The pricing set forth above is predicated on CSMC's understanding of CASLV's support needs, based on CASLV's representations. If CASLV's number of students is appreciably different from this number (meaning different by a factor of 10% or more), CSMC will adjust its fees accordingly (meaning upwards or downwards, depending on whether there are fewer or more students). With that principle in mind, CSMC will use reasonable efforts to modify elements of its program to accommodate CASLV's changing needs.



Section B

CSMC Scope of Services

In order to support CASLV, CSMC shall provide the following specific services (defined below as, collectively, the “Services”):

1) **Fiscal**

a) **Bookkeeping Support** – Utilizing an enterprise-quality bookkeeping system from Sage, one of the country’s largest bookkeeping software companies, CSMC will provide a complete bookkeeping solution to CASLV. Specifically, CSMC will:

i) **Chart of Accounts** – Create a Standard Account Code Structure (SACS) compliant with the Nevada Department of Education and Generally Accepted Accounting Principles (GAAP) compliant and CASLV tailored Chart of Accounts.

ii) **General Ledger** – Create and maintain SACS and GAAP compliant General Ledger. CSMC will modify, revise, and incorporate more or less detail in account code structure as requested by CASLV.

iii) **Accounts Receivable** – Monitor receipt of revenues tied to budget and expected entitlements. Includes all collection activities necessary to obtain past due funding.

iv) **Accounts Payable** – Process all vendor invoices and payments. Includes utilizing GAAP and GASP system for verification, approval, and payment. System includes utilization of AP batch approvals, and check register reviews. Includes preparation of all 1099’s. CSMC will have access to CoolSIS. CSMC and Client will collaborate on the optimal configuration of CoolSIS to continue its use internally in Client operations.

v) **Fund / Restricted Accounts** – Track restricted revenues (e.g. Title I) and/or other revenues client requests in writing that CSMC separately track (e.g. parent fundraising) and corresponding expenditures via unique account coding to yield separate net income / loss per account.

vi) **Fixed Assets and Inventory Control**—Create and maintain asset tracking and depreciation schedule system which is integrated into the Ledger.

vii) **Purchasing:**

- Vendor selection — upon request, CSMC will provide recommendations of vendors based on its experience with vendors around the state and country.
- Purchasing assistance on big-ticket items (over \$50,000) — upon request, CSMC will assist the school leaders in their purchases or leasing of such items.

2) **Payroll**



a) **Payroll setup** – Based upon the payroll information from CASLV, CSMC will enter each full- and part-time employee into an enterprise-class payroll service, for purposes of calculating appropriate withholdings, taxes and other deductions. CASLV will be responsible for paying the payroll service's fees directly.

b) **Payroll processing** – Includes updating, maintenance, and regular, emergency and special payroll entry, as requested by CASLV. Payroll processing includes all of the following:

i. Complete PERS reporting through the Nevada Public Employee Retirement System. Please note that some Counties or Districts charge a fee to charter schools to transmit PERS information to the PERS systems, but Nevada currently has no such charge. If the county or district charges such a fee, CASLV will be responsible for paying this fee directly.

ii. Voluntary Deductions (e.g. 403(b))

iii. Distribution of pay warrants and direct deposit administration

iv. Distribution of W2's

v. Processing of Worker's Compensation, State Disability, and Unemployment Insurance Claims

vi. Salary adjustments

vii. Verify Budget Numbers, Dates and Rates of Pay

viii. Prepare and Maintain Annual Calendars

ix. Process Exit Forms (resignations, terminations, etc.)

c) **Insurance services and coordination** – CSMC will act as the bookkeeping liaison for workers compensation and Health and Welfare policies. CSMC will assist in the selection of insurance service providers (if requested by school), emphasizing selecting a provider that will provide high value support to the charter school.

d) **Credential and TB Tracking** – If client makes a written request, CSMC will provide tuberculosis and credential checks and implement monitors and alerts to ensure teachers' credentials and TB clearances are up to date, valid, and provide notice when expired. Client must provide a desire for this service in a separate written request.

3) External Reporting

a) CSMC will be responsible all Nevada Department of Education and State Public Charter School Authority financial reports.

b) **Attendance** – preparation and data submittal of attendance reports to relevant local and state authorities/entities.



c) **Audit** – CSMC will act as the lead point of contact with CASLV's auditor and will work with the auditor through finalization of the audit report. Based on completion of consolidated financial statement audit by applicable deadlines with external accounting firm.

d) **Categorical program budgeting and oversight** – separate fund tracking for all restricted or categorically relevant programs.

e) **Consolidated Application** – If CASLV wishes to apply, CSMC will complete Parts 1 and 2 of the No Child Left Behind Consolidated Application, which is used to apply for federal Title funds (e.g. Title I). Additionally, CSMC will provide assistance during the audit required by the Single Audit Act of 1984.

f) **National School Lunch Program (NSLP)** – If your school participates in this program, CSMC will assist with NSLP bookkeeping, submission of monthly food program reimbursement forms and completion of required annual reports. If client wishes for CSMC to assist with NSLP, client must request so in writing and notify CSMC that client is in participation of the program.

g) **General Reporting** – includes any necessary grant, award, program, state, county, and district report related to financial, or operating activity.

4) **Internal Reporting and Budgeting**

a) **Budgeting/Cash Flow** – CSMC collaboratively with CASLV shall develop and modify both current and future year budgets and pro forma cash flow models. All state mandated development and adoption timelines shall be incorporated into the planning process. Other modifications are to be performed as necessary or requested by CASLV, including for strategic planning purposes. In today's challenging economic times, it is crucial that the budget is constantly reviewed and modified as needed; therefore, there are no limits to the number of budget revisions that may be requested by CASLV. Cash flow timing and Budget to Actual reporting on a monthly basis shall be reported to CASLV.

b) **Internal Monthly Reporting** – Please note that CSMC's Charter Vision® web portal (described in item #5 below) provides anytime, anywhere client access to dozens of detailed financial reports. In addition to this, CSMC will create and send to CASLV *monthly* reports including:

- i) Revenue & expense to budget forecasting
- ii) Budget to actual income statement
- iii) Balance sheet
- iv) Cash flow projections
- v) Fiscal analysis and commentary as applicable



CSMC will provide expert budget versus actual interpretation—flagging necessary changes, adjusting assumptions and forecasts throughout the year, and warning about potential future cash flow issues.

c) **Board Meeting Support** – CSMC's School Business Manager will be available as requested for CASLV's board meetings to present financial reports and/or answer financial questions (by teleconference or in person). There is no limitation to the number of times CASLV may request the School Business Manager's attendance – on average, CSMC's clients tend to request the School Business Manager's presence every other month. Subject to change in the future, CASLV is hereby requesting the School Business Manager's attendance at every regular and special Board meeting, with at least two in-person visits per school year, one per semester (including the meeting regarding the upcoming schoolyear budget). Additionally, CSMC will provide your board of directors with training and access to our Charter Vision system. This will allow the board to retrieve financial statements and "board reports" 24 hours a day, 7 days a week.

5) **Charter Vision®**

a) Charter Vision is CSMC's online, client-specific business information portal. Charter Vision has your school's latest and detailed financial metrics and reports, upcoming deadlines, shared document templates, latest announcements, and upcoming deadlines. Access this portal anywhere, anytime. CSMC believes this is a great tool for increasing access and transparency to internal constituents. For instance, charter school board members can access the latest board and financial reports directly through Charter Vision. School may add as many licenses and grant access to an unlimited number of people at no charge.

b) CSMC will keep Charter Vision online and available for access on a 24/7 basis, excluding only reasonable periods of time for system maintenance and short, infrequent, unforeseen system failures (not to exceed two hours per calendar month).

6) **Policies**

a) **Fiscal/Operating Procedures** – With the collaboration of CASLV, CSMC will assist in the development and maintenance of fiscal and operating procedures and control policies.

b) **Safety Manual** – With the collaboration of CASLV, CSMC will develop and maintain a complete and compliant Safety Manual.

7) **Client Support**

a) **Client Support** – At CASLV's written request, CSMC will provide assistance with funding, budgeting, strategy, fiscal control, or other operational/financial questions or issues.



b) **Staff Training.** CSMC trains appropriate personnel on accounting procedures and practices designed to ensure accurate recordkeeping.

8) Charter Development and GRANTS Administration

a) **Grants** – Track direct grants, and allocate costs to grants. Ensure compliance. On the reporting side, CSMC ensures that all reporting is completed accurately and on time, for any grant, award, program, state, county, and district report related financial or operating activity.

b) **Charter Renewal** – On a separate fee basis (to be mutually agreed by the parties, based upon CASLV's request), CSMC will assist with a charter petition for renewal.

9) Facilities: Acquisition, Finance, Lease, Planning

Assistance and advice to CASLV with respect to its buildings/facilities and prospective buildings/facilities, including acquisition/leasing, build-out, planning, financing, construction, and improvement.

10) Financing: Loan Procurement

CSMC works with multiple lenders to help negotiate and close loans (e.g., for construction, permanent loans, including New Markets Tax Credits, bond financings, and leasehold improvement loans) from various financing sources (e.g., bond issuers, banks, credit unions, and receivables-financing companies).

Section C
Other Material Terms

1) One-Time Setup Fee – \$7,200

This fee includes all of the activities necessary to get your information into the CSMC system to enable the above services. This includes such information as:

1. Transferring essential information from your current bookkeeping system into our enterprise-quality software system
2. Working with you and your payroll company to transfer all payroll related information (e.g., previously submitted W4s and direct deposit information) to input all of your employees' personal- and compensation-related information into our payroll system
3. Identifying all of the revenue programs your school is possibly eligible for, assisting you to make strategic decisions about which ones to pursue, and helping you to apply to any you might have missed to ensure your school receives as much revenue as possible



4. Projecting your cash flow needs for the upcoming contract period and helping you start identifying possible ways of surviving any gaps
5. Identifying which financial reports you would like to see on an ongoing basis to help you make the best strategic decisions and keep other stakeholders informed
6. Assessing your current operational and financial policies, comparing them to current best practices, and improving those that need to be updated
7. Ensure that you are comfortable with how CSMC will support you and answer any of your initial questions

The initial setup activities include, among other things, the onsite visit of a dedicated team of no fewer than six individuals working six full-time days, including the Vice President of Accounting Services. The Onboarding will consist of 6 or more individuals, the work product and time that follows will be performed at CSMC or at Client, or a combination of both.

2) **Scope of Specific Services**

CSMC shall only be required to perform the Services defined herein (and in the Back Office Service Proposal delivered by CSMC on or about June 17, 2016, if different), and shall not be required to perform any services, work or tasks other than the Services. If CSMC does perform services, work or tasks other than the Services, then (i) CSMC will not be required to do so in the future, and (ii) CSMC may with the consent of Customer (in its sole discretion) seek reasonable reimbursement or payment from Customer for such services, work or tasks. Each agreement is different, and Customer acknowledges and agrees that the Services that CSMC is required to perform under this Agreement do not include all of the services CSMC has the ability to perform, and specifically does not include every service referred to or listed in CSMC's website (www.csmci.com) or other materials.

3) **Ongoing Fee for Services**

In addition to the One-Time Set-Up Fee, CASLV shall pay to CSMC monthly installments of \$12,000 beginning on July 1, 2016 (provided, however, that if this Agreement is not fully executed by such date, then the first payment is not due until ten (10) days after full execution and receipt of the first monthly billing statement). If some or all of CSMC's work in July 2016 is redundant with work performed by CASLV's staff (e.g., regarding payroll), then CSMC will waive the first month's fee to the extent of that redundancy. The contract price will change to \$13,000 per month starting on July 1, 2018.

This monthly fee shall cover payment to CSMC for the Services. This fee is all-inclusive, but for a payroll fee/expense not to exceed \$400 per month.

CASLV shall pay this ongoing fee for the Services until the expiration or termination of this



Agreement, at which time CASLV shall within 15 days pay CSMC any unpaid monthly fees for Services. CASLV will promptly pay to CSMC the amounts set forth in this Agreement within thirty (30) days of CASLV's receipt of each monthly billing statement. Except in the event of a breach by CSMC, Customer's payment obligation is absolute, and Customer may not withhold or deduct payment for any reason.

4) **Term of Agreement; Termination**

a) **Term.**

i) Setup will begin on or around July 1, 2016 and will last for all of that month. The term of this Agreement and CSMC's obligation to perform the Services will begin on July 1, 2016 ("*Start Date*").

ii) The term of this Agreement will be deemed automatically renewed on the annual anniversary of the Start Date, unless either party provides the other party with written notice 45 days in advance of the next anniversary of the Start Date of its intent to not renew this Agreement. If CASLV does not deliver such a notice of non-renewal prior to or on the 45th day before the next Start Date, then CSMC may rely on the automatic renewal of the term of this Agreement.

b) **Termination.** Without affecting the parties' rights and remedies at law or in equity, this Agreement may be terminated at any time as follows:

i) The parties may mutually terminate this Agreement at any time.

ii) Either party may terminate this Agreement by delivering a timely non-renewal notice pursuant to Section C(4)(a)(i) above.

iii) This Agreement shall automatically terminate upon the termination of the charter of CASLV, or upon any suspension, revocation, rescission, or termination of this Agreement in connection with the application of NRS Chapter 332.039 *et seq.*

iv) Either party may terminate this Agreement without cause, for any or no reason, by providing written notice of cancellation to the other party at least 30 days prior to the effectiveness of the cancellation.

If CASLV terminates without cause, then within 30 days of the cancellation effective date, CASLV shall pay to CSMC: (A) all unpaid fees and CASLV shall reimburse CSMC for all costs incurred by CASLV to provide the Services through the cancellation effective date; and (B) due to the difficulty in calculating CSMC's costs, liquidated damages fees to CSMC in the amount of (x) for a cancellation within the first year from the Start Date, fees equivalent to three months of the standard monthly fee for Services, and (y) in the subsequent year, fees equivalent to two months of the standard monthly fee for Services rendered.



Notwithstanding the foregoing, CASLV may terminate the Agreement without cause and without paying liquidated damages at any time: (A) during the first three (3) months of this Agreement, as a probationary period, and (B) following the second anniversary of the Start Date.

v) Either party may terminate this Agreement for cause (e.g., due to lack of payment), by providing written notice of cancellation to the other party and specifying the effective date of such termination (which may be upon delivery of such notice, or at a future date/time). Notwithstanding the foregoing, termination is not permitted if the breaching party cures the default within thirty (30) days of delivery of the cancellation notice, unless it is the breaching party's third material breach of this Agreement (in which event no cure period shall apply).

vi) CASLV may terminate this Agreement by delivering written notice of cancellation to CSMC and specifying the effective date of such termination (which may be upon delivery of such notice, or at a future date/time), if CSMC shall (A) become insolvent; (B) make a general assignment for the benefit of creditors; (C) have a petition in bankruptcy filed against it, which it consents to or has not obtained dismissal of within ninety (90) days; (D) be adjudicated bankrupt; (E) have a receiver, trustee, or similar custodian appointed over it; (F) be dissolved, liquidated, or wound up; or (G) any of the foregoing actions be approved by CSMC's shareholders or directors.

c) Upon expiration or termination of this Agreement, CSMC shall, among other things (the following list not being exhaustive):

- i) cease using and return CASLV's Confidential Information;
- ii) use its best efforts to cooperate with the new service provider (or CASLV employees) providing the Services thereafter so as to effect a smooth transition; and
- iii) comply with such other requests as CASLV shall reasonably make.

d) Any provisions in this Agreement which should, by the nature of their terms, reasonably survive termination or expiration hereof, shall survive for a reasonable period of time, including without limitation all indemnity obligations.

Section D **Miscellaneous Terms**

1) Parties – No Agency

This Agreement is not intended to, and shall not be construed to create the relationship of principal/agent, employer/employee, partnership, or joint venture, or any other relationship other than independent contractor between CSMC and CASLV. CSMC shall be free to provide similar services for other clients (as long as the same does not materially interfere in its provision of Services hereunder). CSMC shall conduct its business in its own name and not purport to have



the direct or indirect, express or implied, authority to bind CASLV to any obligation or contract. CSMC has no authority whatsoever, on behalf of CASLV, to threaten or to commence any legal actions or proceedings of any kind, nor to defend the same (except pursuant to an indemnity obligation set forth herein).

2) Communication between the Parties; Confidentiality

a) CASLV will direct all communication to the CSMC Accounting Manager and CSMC will direct all communication to CASLV's designated primary contact, unless either party designates another representative and provides written notification of the change to the other party.

b) CSMC agrees to keep all information, documentation, communication and work product relating to CASLV (the "*Confidential Information*") confidential and proprietary (whether designated or marked as such), to the maximum allowable extent permitted under applicable Law (as defined below). CSMC is familiar with the provisions of NRS Chapter 239 ("Public Records"). Unless disclosure is mandated by applicable Law, during the Term and for seven (7) years thereafter, CSMC shall (i) maintain in strict confidence and secrecy all Confidential Information and prevent disclosure to non-authorized persons/entities (except (A) where disclosure is in keeping with the performance of duties hereunder or (B) where required by Law or Governmental Authority); (ii) not duplicate or reproduce, nor deliver or distribute any Confidential Information to any third person/entity without CASLV's prior written consent; and (iii) not use CASLV's Confidential Information for any reason other than for the provision of Services.

3) Parties Are Sole Obligor

a) This Agreement is entered into by the CASLV for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. For the avoidance of doubt, all obligations hereunder on the part of CASLV are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, Nevada State Public Charter School Authority, or Nevada State Department of Education. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties.

b) CSMC agrees that no employee, executive, shareholder or director of CASLV shall be personally liable for payment or any breach of this Agreement, and that CSMC may only look to CASLV for payment or performance of the obligations required under this Agreement. Likewise, CASLV agrees that no employee, executive, shareholder or director of CSMC shall be personally liable for payment or any breach of this Agreement, and that CASLV may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Customer, and will not be required to perform work or services to any company or person affiliated with Customer.



4) Document Retention

Customer agrees that it will be responsible for providing CSMC with all records reasonably pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Customer agrees to retain, and not destroy, its records for the duration of any period mandated by applicable Laws. CSMC shall retain its files for a minimum of 3 years, after which time CSMC may destroy its files unless Customer requests in writing that CSMC retain files for a shorter or longer retention period.

5) Service Standards; No Guarantee – Limitation to Services and Exclusion of Liability for Other Work

a) CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by CASLV. CSMC will nonetheless use its best faith efforts in providing the Services to secure the reasonable objectives sought by CASLV during CSMC's performance of its Services under this Agreement.

b) CSMC will provide Services in a reasonable, professional, first-class manner which: (i) is consistent with the provision of similar services to charter schools or of like quality, size, and purpose in the States of Nevada and California; (ii) is within any rules and parameters reasonably established by CASLV and this Agreement; and (iii) reflects favorably at all times on, and will not act to disparage or injure the reputation of, CASLV.

c) In providing the Services, CSMC shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, regulations, orders, judgments, writs, stipulations, awards, injunctions, decrees, arbitration awards, court decisions, common law principles, and findings, or Governmental Authority policies, (collectively, the "Laws"). (Notwithstanding the foregoing, CSMC may, with CASLV's prior written consent, reasonably contest the application of a Law.) CSMC will immediately notify CASLV if at any time CSMC is not in compliance with a Law.

d) Prior to providing the Services, and at all times during the term of this Agreement, CSMC shall obtain and maintain in good standing all necessary or reasonably appropriate licenses, approvals, consents, permits, waivers, accreditations, certificates, and other authorizations (collectively, the "Licenses") issued by or from a governmental, administrative or regulatory authority, agency, commission, body or instrumentality, domestic or foreign (collectively, the "Governmental Authorities") in order for CSMC to provide the Services hereunder. At any time upon CASLV's request, CSMC shall immediately provide proof of such Licensing. CSMC will immediately notify CASLV if at any time CSMC is not in compliance with a License or this provision.

e) CASLV understands and agrees that it is retaining CSMC to perform only those Services listed above and defined in this Agreement as the Services.



6) Employees

a) **School Business Manager.** CSMC will assign a specific employee to CASLV to serve as the School Business Manager, providing high-level school financial operations. That person's duties include:

- i) Annual financial planning with all revenue & expense projections;
- ii) Budget development, mid-year revisions, fishal and cash flow analysis;
- iii) Reporting school fiscal outlook to CASLV's Board and the SPCSA;
- iv) Evaluation of cash needs and lending options; and
- v) Completion and submission of state and federal funding applications.

b) **Accounting Manager.** CSMC will assign a specific employee to CASLV to serve as the Accounting Manager in charge of day-to-day accounting, fiscal reporting, and proceeding. That person's duties include:

- i) Prepare and maintain accurate financial reports (e.g., the general ledger);
- ii) Accounts payable services: e.g., reviewing and auditing vendor invoices, preparing check requests, monitoring financial activities, aligning monthly spending with budgets, and maintaining vendor files;
- iii) Perform attendance accounting function, tracking monthly attendance and reporting information (if applicable); and
- (iv) All other day-to-day accounting functions.

c) **Staffing.** CSMC shall hire an appropriate and reasonable number of adequately-qualified employees and personnel to perform the Services, and ensure that such personnel maintain high standards of confidentiality, honesty, integrity, and impartiality. During the term of this Agreement, CSMC shall reasonably make available the advice, expertise and judgment of its organization relating to the Services to be provided hereunder.

d) **Employment.** CSMC shall be solely responsible for hiring, supervising, directing the work of, promoting, discharging, training, and determining the compensation of all employees and other personnel providing the Services hereunder. Except for employees of contractors and subcontractors, all personnel providing Services shall be employees of CSMC, and CSMC shall be solely responsible and liable for the full amount of wages, compensation, severance and termination pay, and other benefits payable to such persons. The salaries, bonuses, other compensation, and benefits of all personnel shall be usual and customary for similar service providers.

e) **Debarment.** Notwithstanding the foregoing, CASLV may, for any or no reason, with or without cause, identify any CSMC employee who CASLV does not want to work, and



CSMC shall immediately reassign such employee to another client's file, or suspend or discharge him/her, at CSMC's discretion.

7) No Liability for Referral

The Services which CSMC is required to perform under this Agreement do not include referring Customer to any other service provider, person or company. However, from time to time, customers sometimes seek a referral from CSMC. The parties acknowledge and agree that if CASLV seeks a referral from CSMC, (i) Customer shall be responsible for interviewing, researching, and retaining any such service provider, person or company; (ii) Customer shall rely on its own assessment in making any hiring decision; (iii) CSMC does not warrant or guarantee the services, work or results of any service provider, person or company which CSMC may refer to Customer; and (iv) unless CSMC obtains Customer's prior written approval, CSMC may not collect a referral, brokerage, or similar fee or commission for making such referral.

8) CSMC's Right to Rely

In performing the Services under this contract, CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided to CSMC by CASLV, its directors, officers, employees and agents. CSMC will promptly disclose to CASLV's Board any material errors, fraudulent financial reporting, misappropriation of assets, or illegal acts that may exist at one or more schools or offices operated by Customer. CASLV understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in CASLV's internal controls as part of CSMC's provision of Services under this Agreement. In addition, CASLV shall have the responsibility to promptly notify CSMC of any material change in CASLV or CASLV's operations that will reasonably impact CSMC's ability to provide the Services under this Agreement.

9) Mutual Representations.

Each party (for the purposes hereof, the "*Representing Party*") represents, covenants and warrants to the other party that:

a) *Good Standing.* It is a corporation duly incorporated in the State of California, in CSMC's case, and a state public charter school duly chartered in the State of Nevada, in CASLV's case, in good standing under the Laws of such jurisdiction, with all requisite power and authority to enter into and carry out its obligations under this Agreement, and with full authority to conduct business in the State of Nevada as contemplated herein, if required by applicable Law.



b) *Authorization; Enforceability.* The execution, delivery, and performance of this Agreement by the persons executing the same on behalf of the Representing Party have been duly and validly authorized and this Agreement will, upon execution, constitute the legal, valid and binding obligation of the Representing Party enforceable in accordance with their respective terms.

c) *Licenses.* Except as indicated herein, no License of any other Person is required in connection with the execution, delivery and performance of this Agreement by the Representing Party.

d) *Approvals; No Conflicts.* The execution, delivery or performance of this Agreement will not, with or without the giving of notice and/or the passage of time, (i) violate any Law applicable to the Representing Party; or (ii) conflict with or result in the breach or termination of, or constitute a default under or pursuant to, the Representing Party's organizational documents, or any judgment, order, injunction, decree or ruling of any court or Governmental Authority, or any other agreement or instrument by which the Representing Party is bound or to which it is subject.

e) *No Litigation.* There is no material proceeding that has been commenced against the Representing Party that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, performance of this Agreement, nor, to the knowledge of Representing Party, has such a proceeding been threatened. CSMC has not previously been, nor currently is, a party to any litigation or arbitration with any former charter school customers.

f) *Anti-Discrimination.* In conducting business, the Representing Party will not discriminate against any person on the basis of his/her race, color, religion, national origin, sex, marital status, disability, or any other classification protected by Law.

g) *Legal Advice.* The Representing Party has received or had the full opportunity to receive independent legal advice from attorneys of its choice with respect to the parties' dealings.

h) *Representations.* Except as expressly stated herein, the other party has not made any statement or representation regarding any fact relied upon by the Representing Party in entering into this Agreement.

10) Assignment

This Agreement is not assignable without the written consent of the parties hereto. Any assignment without the other party's prior written consent is null and void.

11) Indemnification

a) CASLV acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of



CASLV. CASLV retains ultimate decision-making authority on the execution of agreements, transactions and payments, and the determination of rights, processes, controls and obligations rest entirely within the discretion and control of CASLV.

b) CSMC shall indemnify and hold CASLV and its governing board members, supervisory board members, officers, executives, agents, employees, and successors and assigns harmless from and shall defend at its own expense all claims, demands, losses, damages, liabilities, and/or suits at law or equity (including reasonable attorneys' fees and costs) arising in whole or in part from, or relating to:

- i) CSMC's negligence, gross negligence, or willful misconduct;
- ii) CSMC's breach of its obligations under this Agreement;
- iii) CSMC's employees (including without limitation employment-related liabilities and violations of employment or labor Laws).

Nothing in this Agreement shall require CSMC to indemnify CASLV against claims, demands or suits caused by intentional or negligent acts of CASLV, its agents, officers or employees.

c) *Procedure.* Promptly after receipt by an indemnified person (including CASLV) of commencement of a proceeding against it, such person shall, if indemnification is requested hereunder, give notice to CSMC of the commencement of such claim, but the failure to notify CSMC will not relieve CSMC of any liability CSMC may have or its indemnity obligation. If CSMC assumes the defense of a proceeding, (i) it will be conclusively established that the claims made therein are within the scope of and subject to indemnification; and (ii) no compromise or settlement of such claims may be effected by CSMC without the Indemnified person's consent unless (A) there is no finding or admission of any violation of Law or of the rights of any person and no effect on any other claims that may be made against the indemnified person, and (B) the sole relief provided is monetary damages that are paid in full by CSMC; and (c) the indemnified person will have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to CSMC of the commencement of any proceeding and CSMC does not, within ten (10) days after the indemnified person's notice is given, give notice to the indemnified person of its election to assume the defense of such proceeding, CSMC will be bound by any determination made in such proceeding or any compromise or settlement effected by the indemnified person.

12) Professional Services

Customer acknowledges and agrees that CSMC's Services hereunder do not constitute (a) legal services or (b) licensed accounting services, and that those are not included within the Services which CSMC is required to provide under this Agreement. Customer agrees to consult a lawyer and/or licensed accountant if Customer seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation or services (despite the fact that CSMC currently employs



more than half a dozen licensed accountants). Notwithstanding the foregoing, CSMC's provision of Services hereunder: (i) involves labor which is predominantly mental or intellectual in nature (rather than physical or manual); (ii) requires special, advanced education, training, knowledge and/or skills (beyond that of the mechanical trades, for example); (iii) involves the exercise of discretion and judgment by CSMC staff; and (iv) is done for profit—thereby constituting professional (if not licensed or certified) Services.

13) Charter Revocation, Notice to Cure, or Closure

Unless included within the definition of Services for which CSMC is responsible under this Agreement, CSMC shall not be responsible to do any work or perform services related to any charter revocation, or notice to cure or related notices; nor shall CSMC be responsible for doing any work or performing any services related to any closure of any school operated by Customer.

14) Customer's Premises/Facilities

Customer agrees that it, and not CSMC, is responsible for the physical premises and facilities Customer operates, including whether those premises/facilities comply with the American Disabilities Act and any other applicable statutes or regulations. Customer is responsible for complying with all applicable health and fire code requirements and zoning Laws. Customer shall maintain all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances.

15) Insurance Responsibilities

i) Customer represents and warrants that it has obtained property general liability insurance, workers' compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability.

ii) CSMC represents and warrants that it has obtained property general liability insurance, workers' compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, and employment practices liability (including insurance against employment discrimination and sexual harassment). Upon a request from CASLV, CSMC will provide proof of fidelity bonds, or dishonest employee insurance, covering CSMC's employees. CSMC will maintain all such policies in good force and effect, with limits and deductibles as may be reasonably requested by CASLV from time to time. Upon a request from CASLV, CSMC will promptly provide CASLV with certificates of insurance for all such policies. CSMC shall deliver additional certificates of insurance (showing the procurement of replacement or renewal of insurance policies) no less than thirty (30) days prior to the expiration or termination of any insurance policy. All insurance policies shall be with insurance companies licensed or authorized to do business in Nevada and



having a minimum rating of A or better in the Best's Insurance Guide and an S&P rating of at least A+V. All such insurance policies shall be primary to any policies which CASLV may carry on its own.

16) No Employee Raiding

Customer recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial expense in recruiting and retaining qualified personnel. Except with CSMC's prior written approval, Customer agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC during the term of this Agreement and for a period of one hundred twenty (120) days after such person's voluntary or involuntary termination of employment with CSMC. Customer agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if Customer breaches this provision, Customer will pay to CSMC liquidated damages fixed at twenty-five percent (25%) of the CSMC employee's yearly compensation, or projected yearly compensation, at the time of any such breach.

17) Sole and Entire Agreement; Amendments

This Agreement sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this Agreement shall be permitted. All changes to this Agreement must be made in writing and signed by both parties.

18) Governing Law, Arbitration, and Time-Bar on Claims

This Agreement shall be construed in accordance with the laws of the State of Nevada. CSMC and CASLV agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in Las Vegas, Nevada. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 36 months from the time of any breach of this Agreement (or from the non-breaching party's discovery of the breach, if such party had no actual notice thereof), and that any claim commenced or filed after that time shall be time-barred as a matter of law. In this Agreement, CASLV's "knowledge" means the actual knowledge of its executive director from time to time.



19) Severability

The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other paragraphs shall remain fully valid and enforceable. In lieu of such unenforceable term, there shall be added to the Agreement a term that is valid, enforceable, and as similar to the unenforceable term as possible (i.e., the Court shall have "blue-pencil" authority).

20) Intellectual Property

Nothing herein constitutes a license of CASLV's intellectual property rights or interests to CSMC, including without limitation CASLV's name, logos, derivations, slogans, copyrights, patents, trade- and service marks, themes, concepts, related trade secrets, know-how, and goodwill.

21) No Recording; Subordination.

This Agreement does not create an interest in CASLV's property and it may not be recorded in the public records of any jurisdiction, including without limitation in the records of the Clark County Recorder's Office or Nevada Secretary of State.

22) Notice

Unless otherwise set forth herein, any and all notices required under this Agreement shall be delivered by overnight mail by a nationally recognized carrier to the following addresses:

CSMC HEADQUARTERS
Attn. Mr. Sandro Lanni
40925 County Center Drive
Suite 110
Temecula, CA 92591

Coral Academy of Science Las Vegas
Ercan Aydogdu
3039 West Horizon Ridge Parkway
Henderson, NV 89052

23) Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall constitute one and the same Agreement. The parties may execute counterparts and transmit them by e-mail or facsimile and agree and intend that a signature transmitted through the same shall bind the party so signing with the same effect as an original.

[The remainder of this page is blank and the signature page follows.]



[Signature Page to Services Agreement]

Signatures

CSMC

Sandro Lanni, President
CSMC

Date: 7/6/16

Customer

Ercan Aydogdu, Executive Director
Coral Academy of Science Las Vegas

Date: 7/7/2016

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

**1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687 - 9174 · Fax: (775) 687 - 9113**

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin, Executive Director
SUBJECT: Agenda Item 4: Consent Agenda—Coral Academy Request for Approval to Acquire and Occupy a New Facility Pursuant to NAC 386.3266 and 386.3265
DATE: August 26, 2016

Legal Context:

The specific requirements for amending a written charter or a charter contract to acquire and occupy a new or additional facility can be found in [NAC 386.3265](#) and [NAC 386.3266](#).

Summary of Request:

In addition to its five campuses, Coral Academy operates a separate office for key administrative functions. This facility is analogous to a district office. No instruction takes place at this location so it is not considered to be a new campus. The school seeks to relocate its current office space from [3039 West Horizon Parkway, Suite 120, Henderson, NV 89052](#) to [8965 South Eastern Avenue, Suite 280, Las Vegas, NV 89123](#). Coral has provided a copy of the [proposed lease](#) with the [initial request](#) along with the [agenda](#) and [draft minutes](#) for the meeting where the amendment request was approved by the school's governing body. Additionally, the school has provided some, but not all, of the documentation required pursuant to NAC 386.3265:

- A [floor plan](#) of the facility, including a notation of the size of the facility which is set forth in square feet
- [Contact information](#), including the name and address of the owner of the facility
- [Evidence](#) which demonstrates that the governing body of the charter school has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act of 1970, as amended.

Recommendation:

Staff recommends approval contingent upon submission of the following items, required by [NAC 386.3265](#):

- A copy of the certificate of occupancy for the facility
- Documents which indicate that the facility has been inspected and meets the requirements of any applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation
- Documentation which demonstrates that the governing body of the charter school has obtained the insurance required by NAC 386.215 for the proposed facility.

Staff further requests delegated authority to grant additional technical amendments and approvals upon receipt of this documentation and any other items required under NAC to occupy the facility. This approval is consistent with the mechanism the Authority Board uses to permit the incorporation of pre-opening requirements for new schools into the charter contract without the delay and complexity attendant to additional board review.

Draft Minutes

AGENDA**CORAL ACADEMY OF SCIENCE LAS VEGAS
SPECIAL MEETING OF BOARD OF GOVERNORS****Date:** August 16, 2016**Time:** 5:00 pm**Location:** 1051 Sandy Ridge Ave.

This agenda has been posted at the following locations:

Coral Academy of Science Las Vegas, Green Valley Library, Enterprise Library, James Gibson Library, Paseo Verde Library, Whitney Library, CASLV website at www.caslv.org, and Nevada Public Notice website at <http://notice.nv.gov>

The Board may take items on the agenda out of order; may combine two or more items for consideration may table an agenda item to be considered in a future meeting or may remove an item from the agenda.

Reasonable efforts will be made to assist and accommodate physically handicapped person desiring to attend the meeting. Please contact Ms. Candis Cope at 702-776-6529 ext. 106 at least 48 hours before the time of the meeting so that arrangements may conveniently be made.

All Times are action or possible action items unless denoted otherwise.

Call to order

Dr. Deniz called the meeting to order at 5:00 pm.

Roll Call

In attendance: Elizabeth Kazelskis, Feyzi Tandogan (via teleconference), Dr. Hasan Deniz, Brin Gibson (via teleconference), and Arlene Hayman

Absent: Ann Diggins

Pledge of Allegiance**A. Action to adoption of the Agenda (*For Possible Action*)**

Dr. Deniz made a motion to adopt the agenda. Ms. Hayman seconded it. It unanimously carried.

B. Public Comment

Comments from the public are welcome at this time. A "Citizen's Request to Speak" card should be filled out and submitted to the Board president prior to this session. The Board will neither deliberate nor take any action on a matter raised during public

comments sessions unless the matter itself has already been specifically included on the agenda as an action item.

Public comment may be limited to 3-5 minutes per person at the discretion of the Board.

No public comments were made.

C. Approval of June 25, 2016 Board Meeting Minutes (Action)

Ms. Hayman made a motion to approve. Dr. Deniz seconded the motion. It unanimously carried.

D. Approval of the Lease Agreement of the New Central Office Space (Discussion, Action)

Mr. Ercan explained at length why the new building is appropriate for the new central office. It will have a large conference room and more office space. It is approximately 3,000 sq. ft. Mr. Ercan was able to negotiate a Sublease, with the help of the school's counsel, Mr. Gardberg. It was explained that CASLV, as subtenant, will only pay 2/3 of the monthly rent (and the current tenant / sublandlord will pay the remaining 1/3 of the rent). The agreement also stipulates that we will be granted three months free of rent, have the office carpets cleaned, and will receive certain office furniture for free.

Dr. Deniz made a motion to approve. Ms Hayman seconded the motion. It unanimously carried.

E. Approval of the Request of the Charter Amendment (Discussion, Action)

Mr. Ercan presented the Request for a Charter amendment. The Board's approval is needed (in the case of #1) and desired (in the case of #2, out of an abundance of caution, in case that action constitutes the hiring of an EMO) with respect to the following:

- (1) the change in office location that is the subject of Item D of this Agenda (above); and
- (2) as was approved by the Board at its prior meeting in May 2016, hiring Charter School Management Service (CSMC) to provide back-end, business support services to the school.

If the Board were to approve, Mr. Ercan will then transmit a Charter amendment request to the State Public Charter School Authority for its approval.

Ms. Hayman made a motion to approve the motion. Mr. Tandogan seconded the motion. It was unanimously approved.

F. Approval of the Purchase of the Kitchen Equipment (Discussion, Action)

Mr. Ercan explained that some school sites already possess the appropriate kitchen equipment. The Sandy Ridge campus is the only site that requires hot and cold lunch in order to meet the NSLP requirements. The four remaining campuses will eventually serve both hot and cold lunches at a later date. To begin, the four elementary school campuses will serve cold lunches only. Our lunch provider, Three Square, will purchase kitchen equipment from Resco, which was the lowest among three competitive bids. Three Square is a local, large-scale, non-profit organization, and has the ability to

purchase the equipment for the school at a discounted rate. It has offered to do this, and we will be paying Three Square directly for the purchase. Three Square and Coral Academy, through its counsel, have already worked out the form of legal agreement which would govern the transaction.

Mrs. Kazelskis motioned to approve the purchase of kitchen equipment from Resco through Three Square on the terms presented to the Board. Dr. Deniz seconded the motion. It passed unanimously.

G. Approval of the Payment for Accord Fall Summit Participation Fees (Discussion, Action)

CASLV hired a number of new staff members for the 2016-2017 school year. Mr. Ercan believes that an Accord Summit will be extremely beneficial for all the existing and new teaching and administrative staff. The Fall Accord Summit meeting is on September 22 through September 24 at Circus Circus. In the past, it has been too costly to send more than just a few staff and administration members to the Accord Summit meetings. They were traditionally held in Los Angeles, CA and require CASLV to provide lodging and meals. This opportunity in Las Vegas allows virtually all staff to attend. Per the agreement with Accord, they are allowing us to pay for 120 teachers, and letting the remaining 24 teachers and administrators attend at no additional charge.

Dr. Deniz inquired if Saturday would be mandatory. Mr. Ercan said that it was not.

Dr. Deniz inquired as to how to compensate staff members for attending on Saturday.

Dr. Deniz proposed to give them the option to be paid for that day or gain an extra personal day. Mr. Ercan explained that this topic has been discussed with Central Office staff. He proposes to revisit this topic at the next board meeting as an action item.

A Board member inquired if the course is within Accord's usual fees. Mr. Ercan confirmed that it is not.

Mr. Gardberg asked if the teachers could somehow gain certification from attending sessions at the Summit. Mr. Ercan said he asked and Accord will look into it with the help of the Nevada Department of Education.

Ms. Hayman asked if there was funding for this item. Mr. Nick said that CASLV has budgeted \$45,000 for workshops, conferences, trainings and meetings for this school year.

Dr. Deniz motioned to approve the requested payment for the Accord Fall Summit. Ms. Hayman seconded the motion. The motion unanimously carried.

H. Approval of the Renewal of the PR Company Agreement (Discussion, Action)

The current PR company, Vox Solid Communication, is the company we have been working with.

Dr. Deniz recommended to table this item for next meeting.

I. Approval of the New Nellis AFB Campus (On the Empty Lot) (Action)

Mr. Ercan states that Nellis Air Force Base wants a preliminary approval to negotiate a lease agreement for CASLV (as tenant) for the vacant, 10- to 11-acre lot, located on Nellis Air Force Base. A site inspection was performed by the CASLV team. AFCEC is working on the draft ground lease agreement and they aim to complete and sign it by October 31, 2016. Mr. Gardberg has promised to work with the Air Force Base to reach the best terms possible from CASLV's perspective.

Ms. Hayman moved to approve the motion. Dr. Deniz seconded the motion. The motion unanimously carried.

J. Update on Centennial Hills Campus (Information)

Mr. Ercan explained the potential expansion plans for a new Centennial campus (adjoining the current one), and he will provide more information at the next meeting.

K. Update on New Henderson Campus (Information)

Mr. Ercan informed the Board that SPCSA approved the new campus application at their latest board meeting. Ms. Hayman suggested that we create a committee to anticipate the school's strategies and grown down the road. Mr. Ercan agreed, stating that he will speak with his Central Office team about this proposal.

The school would favor purchasing a facility, not renting it, but may rent with an option to purchase. A purchase would likely be funded through the bond issuance planned for the Nellis AFB project.

As of now, CASLV has no binding commitment to purchase or rent any property, but it is discussing terms with a potential landlord / seller. That facility may end up being a standalone K-8 facility.

L. Public Comments

Comments from the public are welcome at this time. A "Citizen's Request to Speak" card should be filled out and submitted to the Board president prior to this session. The Board will neither deliberate nor take any action on a matter raised during public comments sessions unless the matter itself has already been specifically included on the agenda as an action item.

- *Mr. Gardberg reminded the board that there is a vacancy on the board. Mr. Gardberg says we also need to have an election for board members, in keeping with the Board's Bylaws (which provide for one year terms). Mr. Ercan responded that elections were agreed to be held at the next regular (not special) board meeting.*

- *Mr. Ercan informed the Board of these upcoming dates:*

August 25, 2016 - Centennial Hills Campus Grand Opening at 2 pm

September 22, 2016 - Nellis AFB Campus Grand Opening at 2 pm

September 22, 2016 - Accord Summit Conference 5 pm dinner at Circus Circus

Mr. Ercan encouraged the Board Members to attend the dates mentioned.

N. Adjournment (Action)

Dr. Denis made a motion to adjourn the meeting. Ms. Kazelskis seconded the motion. It unanimously carried. The August 16, 2016 Special Meeting of Board of Trustees adjourned at 6:07 pm.

CONSENT TO SUBLEASE

8965 Eastern, LLC, as Landlord, hereby consents to the attached Sublease between Dickinson Wright PLLC ("*Sublessor*") and Coral Academy of Science Las Vegas ("*Sublessee*") for the Premises identified as Suite 280 of The Beltway Corporate Office Center located at 8965 S. Eastern Avenue, Las Vegas, Nevada, on the express conditions that (1) Sublessor will remain liable for the performance of each and every one of its obligations under the Lease; and (2) this Consent will not be deemed a consent to any subsequent sublease or assignment, but rather any subsequent sublease or assignment will require the consent of the undersigned pursuant to the Lease.

Landlord has not committed any breach of the Lease, nor to Landlord's actual knowledge, has Sublessor committed any breach or Event of Default of the Lease. The Lease is valid and in full force and effect, enforceable in accordance with its terms. Sublessor's leasehold interest is free and clear of any liens, encumbrances, or adverse interests of third parties.

Notwithstanding Section 12 of the Lease, without Landlord's prior consent, Sublessee may make nonstructural alterations that do not affect the operation of Building Systems and do not cost more than \$1,500 to install or reasonably reverse or undo.

Notwithstanding Section 17(c) of the Lease, Sublessor may collect and retain all Base Subrent, Additional Rent and other amounts payable to Sublessor pursuant to the terms of the Sublease, unless and until an Event of Default (as defined in Section 24 of the lease) shall occur and Landlord shall elect to terminate the Lease.

Landlord has no current plans to relocate Sublessee to a Relocation Space pursuant to Section 27 of the Lease. (This does not constitute a waiver of Section 27.)

Landlord agrees that Sublessee may use the Premises for general office purposes and further acknowledges that there are no improvements presently installed on the Premises that must be removed upon expiration or earlier termination of the Term.

LANDLORD:

8965 Eastern, LLC,
By: DSA Development Corp
Its: Manager

By: _____
Daryl S. Alterwitz, President

Date: August ____, 2016

SUBLEASE

THIS SUBLEASE (“*Sublease*”), dated as of August ___, 2016, is by and between DICKINSON WRIGHT PLLC (“*Sublessor*”), a Michigan professional limited liability company, and CORAL ACADEMY OF SCIENCE LAS VEGAS (“*Sublessee*”), a Nevada Public Charter School organized and operated pursuant to NRS Chapter 388A.

BACKGROUND

Sublessor is the Tenant of Suite 280 (the “*Premises*”) of the building commonly known as THE BELTWAY CORPORATE CENTER and located at 8965 S. Eastern Avenue, Las Vegas, Nevada and comprising a portion of Clark County APN 177-23-514-008 (the “*Building*”), pursuant to that certain lease (the “*Lease*”), dated April 20, 2009, between 8965 Eastern, LLC, a Nevada limited liability company (“*Landlord*”), and Eric Dobberstein, A Professional Legal Corp., a Nevada professional corporation, as amended on June 30, 2013 and March 21, 2014 and assigned on May 2, 2012 and March 31, 2014 (collectively, the “*Lease*”). True and complete copies of the Lease, including the amendments thereto and the assignments pursuant to which Sublessor has acquired the right, title and interest of the Tenant thereunder, are annexed hereto as Exhibit A.

Sublessor and Sublessee have agreed to enter into a sublease of the Premises, upon the terms and conditions hereinafter set forth.

In accordance with NRS 47.420(2), these Recitals form an integral part of this Sublease.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements of the parties hereto, and subject to the terms and conditions of the Lease that are incorporated herein by reference, it is hereby agreed as follows:

1. **Demise of Premises.** Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises. The parties agree that the Premises contain 3,908 square feet of Rentable Area.
2. **Term.** The term of this Sublease shall commence at 8:30 a.m. on September 1, 2016 (the “*Commencement Date*”) and terminate at 8:30 a.m. on July 31, 2019, unless sooner terminated under the provisions hereof. This Sublease contains no options to renew or extend the Sublease Term. Sublessor shall deliver quiet possession of the Premises to Sublessee as of the time set forth above on the Commencement Date.
3. **Furniture.** On the Commencement Date, the personal property of Sublessor identified in Exhibit B annexed hereto (the “*Furniture*”) will be delivered to Sublessee in the Premises and will be conveyed to Sublessee by bill of sale, without charge and without any warranty whatsoever, except Sublessor represents and warrants that as of the date hereof and on

the Commencement Date, Sublessor is and will be the owner thereof, free and clear of any liens or encumbrances.

4. **Acceptance and Use of Premises.**

(a) *As Is.* Subject to any representations set forth herein, Sublessee agrees to accept the Premises and the Furniture on the Commencement Date, “AS IS”, so long as materially in the condition existing on the date of execution of this Sublease. Sublessor agrees and acknowledges that the Premises and the Furniture in such condition are acceptable for Sublessee’s use and Sublessee acknowledges that neither Sublessor nor any broker or agent has made any representations or warranties in connection with their physical condition or their fitness for Sublessee’s use upon which Sublessee has relied directly or indirectly for any purpose. Sublessee shall use the Premises only for general office purposes.

(b) *No Known Serious Defects.* Sublessor has no actual knowledge of the Premises or Furniture containing any latent or patent defect which would pose a risk of harm of bodily injury or death to any person present on the Premises, or of any substantial damage to property, on or after the Commencement Date. In this Sublease, Sublessor’s “actual knowledge” is defined as the knowledge of (i) the office manager in its Las Vegas office, (ii) Mr. Gorzalski, and (iii) Mr. Candler.

(c) *Carpet Cleaning; Painting.* Prior to the Commencement Date, Sublessor shall have all of the carpets on the Premises professionally cleaned. If Sublessor fails to do so, Sublessee may procure the professional cleaning of the carpets and withhold the reasonable cost of the same from its first payment of Base Subrent (for December 2016). If Sublessee desires to paint the Premises, it may do so at its expense any time during the Term, applying a color pre-agreed upon by the parties.

(d) *HVAC.* Notwithstanding Section 11 of the Lease, Sublessor acknowledges and agrees that if Landlord does not assume all obligation for maintaining the HVAC systems, at Landlord’s sole cost and expense (subject to folding such costs and expenses into the Operating Expenses and redistributing them to all Building / Center tenants as Additional Rent), then Sublessor will promptly reimburse Sublessee for such costs and expenses incurred by Sublessee in maintaining the HVAC systems or paying for the same.

5. **Rent.**

(a) *Base Subrent.* Sublessee agrees to pay Sublessor for the sublease of the Premises, at 500 Woodward Avenue, Detroit, Michigan 48226, or such other place as Sublessor shall designate from time to time, monthly installments of subrent (“*Base Subrent*”) in the fixed, non-adjusting amount of \$5,080.00 on the first day of each and every month thereafter during the Term. Notwithstanding the foregoing, Base Subrent shall be abated for the months of September, October and November, 2016. In the final month of the Sublease, Base Subrent shall be reduced in proportion to the number of days during that month in which Sublessee is not occupying the Premises.

(b) *Additional Rent.* In addition to Base Subrent, from and after the Commencement Date and throughout the Term (without any abatement), Sublessee shall pay to

Sublessor all Additional Rent payable by Sublessor to Landlord pursuant to Section 5(c) of the Lease, as and when payable by Sublessor. Sublessor hereby represents and warrants that prior to the date hereof, it has given Sublessee true and correct statements of Additional Rent paid by Sublessor during its entire period of occupancy of the Premises (for the purpose of Sublessee forecasting its Additional Rent liability during the Term, but Sublessor is not warranting that the Additional Rent will remain substantially the same).

(c) *Property Taxes.* Notwithstanding Section 5(b), Sublessee shall not be liable to pay Additional Rent solely to the extent that the same consists of Real Property Taxes (as defined in the Lease). Sublessee shall promptly file an application to the Clark County Assessor's Office for a property tax exemption for the Premises, and undertake such other actions (at Sublessee's sole cost and expense) as are commercially reasonable to obtain such exemption, provided it receives the reasonable cooperation of the Landlord and Sublessee in that process.

6. **Utilities.** Beginning on the Commencement Date, Sublessee shall pay the cost of all electricity used in the Premises. The Premises are currently submetered. Sublessee shall make arrangements for electrical service direct from Nevada Power (or any other relevant supplier of electricity, from time to time) and shall pay all metered charges directly to the utility company providing the service.

7. **Insurance.** Sublessee shall furnish the insurance required by Section 19 of the Lease. Such insurance shall name Sublessor and Landlord as additional insureds, shall specifically include the indemnification liability assumed hereunder by Sublessee, shall provide that it is primary insurance and not excess over, or contributory with, any other valid, existing and applicable insurance in force for and on behalf of Sublessor, and shall provide that Sublessor shall receive 30 days' notice from the insurer prior to any cancellation or change of coverage.

8. **Maintenance and Repair.** Sublessee shall, in the same manner as the Lease requires of the Sublessor, maintain the Premises in like good condition and repair as exists on the Commencement Date, reasonable wear and tear excepted. Sublessor and its agents and contractors shall have the right to enter upon the Premises to inspect the same (during normal business hours, except in the event of an emergency) and, if Sublessee shall fail to properly maintain and repair the Premises, Sublessor may elect to cause the repairs to be done and shall charge the expense thereof against Sublessee, to be paid immediately (within 30 days) upon presentation of an invoice therefor. Sublessor shall not be liable or responsible for any loss that may accrue to Sublessee's business by reason thereof unless occasioned by the negligence or willful misconduct of Sublessor, its agents, employees or contractors.

9. **Damage or Destruction of Premises.** If the Premises shall be rendered untenantable by fire or other casualty, then Sublessee shall make the Premises tenantable as speedily as possible in the same manner as the Lease requires of Sublessor. Sublease Rent shall be abated in whole or in part, according to the portion of the Premises which is rendered untenantable, during the period of unusability. There shall be no such abatement if such fire or other casualty shall be caused by the negligence of Sublessee or its agents, employees, invitees or licensees, and there shall be no abatement for the time required for the replacement or repair of any property of Sublessee, in excess of the time required to make the Premises tenantable. If

the Building shall be so damaged by fire or other casualty that substantial alteration or reconstruction is required, and if Landlord terminates the Lease pursuant to Section 21 thereof, Sublessor shall provide immediate notice to Sublessee and this Sublease shall terminate on the same day as the Lease is terminated.

10. **Improvements and Alterations.** Sublessee may not make significant alterations to the Premises (defined as any alterations costing in excess of \$1,500 to install or reasonably reverse or undo) without Sublessor's and Landlord's (if required under the Lease) prior written approval, not to be (in Sublessor's case) unreasonably withheld, delayed, or conditioned. Any such approved alterations shall be at Sublessee's own expense and shall further be in compliance with the Lease.

11. **Assignment or Subletting.** Sublessee may not, without Sublessor's prior written consent, which consent may be withheld or conditioned in its sole discretion, assign, transfer, or encumber this Sublease or any interest therein, or sublet all or any portion of the Premises. Sublessee will remain liable for the performance and observance of all of its obligations and covenants under this Sublease notwithstanding any assignment, transfer, or encumbrance of this Sublease or any interest therein, or any sublease of all or any portion of the Premises, regardless of whether Sublessor has consented to the same.

12. **Surrender of Premises.** Upon the expiration or earlier termination of this Sublease, Sublessee shall quit and surrender the Premises to Sublessor in like good order and condition as existed on the Commencement Date, ordinary wear and tear and insured casualties excepted. In either event, Sublessee shall remove all of its personal property and trade fixtures (if any) and shall repair any damage to the Premises caused by such removal.

13. **Incorporation of Lease Provisions.**

(a) All of the noneconomic terms and conditions contained in the Lease are incorporated herein as if set forth at length, and Sublessee agrees to be bound by, perform, and observe such terms and conditions, except to the extent they are inconsistent with the express terms and conditions hereof. The parties agree that the Sublessor is not conveying any rights greater than it has with regard to the Premises under the Lease.

(b) For the avoidance of doubt, Sublessee hereby agrees to indemnify both Landlord and Sublessor to the full extent contemplated by Sections 20 and 23 of the Lease (corresponding to Sublessee's, not Sublessor's, use, conduct of business, activities, and breaches, as the case may be). Sublessor hereby agrees to indemnify Sublessee to the full extent contemplated by Sections 20 and 23 of the Lease (corresponding to Sublessor's, not Sublessee's, use, conduct of business, activities, and breaches, as the case may be).

(c) Sublessor represents and warrants as of the date hereof and the Commencement Date that:

(1) Sublessor has not committed any breach or Event of Default of the Lease, nor to Sublessor's actual knowledge, has Landlord committed any breach of the Lease. Sublessee has paid all monetary sums due under the Lease for the Premises, including but not limited to Base Rent and Additional Rent. The Lease is valid and in full force and effect,

enforceable in accordance with its terms. Sublessor's leasehold interest is free and clear of any liens, encumbrances, or adverse interests of third parties.

(2) Sublessor has given Sublessee a true and complete copy of the current Building Rules, if any.

14. **Subordination to Lease.** This Sublease is subject and subordinate to, and Sublessee accepts this Sublease subject and subordinate to, the Lease and all matters to which the Lease is subordinate. Each party covenants and agrees that neither it nor any of its agents, contractors, employees or invitees, will do, or permit to be done, anything which would constitute a default, breach or violation of any term or provision of the Lease or might cause the Lease or the rights of the other party thereunder or hereunder to be canceled, terminated or forfeited or might make the other party liable for any damages, claims or penalties. Sublessee acknowledges that termination of the Lease prior to expiration of its term will cause this Sublease to be terminated as of the same effective date. To Sublessor's actual knowledge, there is only one Mortgagee with respect to the Center, that Mortgagee being Wells Fargo.

15. **Right to Cure.** Each party shall, immediately upon receipt, provide to the other party copies of all notices of default received by it from Landlord with respect to any claim of default in the performance of the party's obligations under the Lease or this Sublease, pursuant to the terms of the Lease or this Sublease. Sublessee shall have the right, but not the obligation, to cure any defaults by Sublessor in the terms and conditions of the Lease within any grace period applicable thereto and to deduct its actual cost of cure from the Sublease Rent then due or to become due during the remainder of the Term.

16. **Sublessor's Remedies.** In the event Sublessee shall breach any provision of this Sublease, Sublessor shall have all rights and remedies as against Sublessee as are available to Landlord under the Lease upon the occurrence of an Event of Default thereunder.

17. **Security Deposit.** Upon execution of this Sublease, Sublessee shall pay to Sublessor a security deposit in the amount of \$3,764.25, as the security for the reasonable cost of maintenance and repair upon termination of this Sublease. The unused portion of the Security Deposit, if any, shall be returned to Sublessee within thirty (30) days following the termination of this Sublease.

18. **Commission.**

(a) *Brokers.* Mendicino Commercial Realty (through Ron Mondicino and Adam Aktas) represents Sublessee and Newmark Grubb Knight Frank (through Larry Singer) represents Sublessor. Sublessor agrees to pay Newmark Grubb Knight Frank a commission as provided in a separate written agreement, and Newmark Grubb Knight Frank will pay Mendicino Commercial Realty a commission as provided in a separate written agreement. Sublessee acknowledges that Sublessor has no obligation to pay a commission to Mendicino Commercial Realty.

(b) *Indemnity.* Sublessor and Sublessee each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges claimed by any such unnamed broker, agent, finder or similar party by reason of any

dealings or actions of the indemnifying party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

19. **Jury Trial Waiver.** THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT EACH MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE OR ANY OTHER DOCUMENT EXECUTED AND DELIVERED BY EITHER PARTY IN CONNECTION HERewith OR ANY COURSE OF DEALING OR CONDUCT OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSON. THIS WAIVER IS A MATERIAL INDUCEMENT TO EACH PARTY TO ENTER INTO THIS SUBLEASE.

20. **Governing Law; Venue; Fees.** This Sublease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Nevada. The parties agree to the state and federal courts within the County of Clark, State of Nevada as the sole and exclusive jurisdiction for any and all claims or causes of action arising under or relating to this Sublease. If any action, suit or proceeding is commenced under or in connection with this Sublease, including any insolvency or bankruptcy proceeding, the losing party shall pay to the prevailing party (on the matter as a whole) the reasonable attorneys' fees incurred by the prevailing party in connection therewith, together with all reasonable costs and expenses of the prevailing party.

21. **Severability.** If any term, covenant or condition of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, (i) the remainder of this Sublease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby; (ii) each term, covenant or condition of this Sublease shall be valid and be enforced to the fullest extent permitted by law; and (iii) the parties shall negotiate in good faith a provision which is valid and enforceable and most reasonably fulfills the intention of the parties in the invalid or unenforceable provision.

22. **Entire Agreement; Amendments.** There are and were no oral or written representations, warranties, understandings, stipulations, agreements, or promises made by either party, or by any agent, employee, or other representative of either party, pertaining to the subject matter of this Sublease which have not been incorporated into this Sublease. This Sublease shall not be modified, changed, terminated, amended, superseded, waived, or extended except by a written instrument executed by the all parties hereto to this Sublease.

23. **No Waiver.** The failure of either party to enforce any covenant or condition of this Sublease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Sublease. No provision of this Sublease shall be deemed to have been waived unless such waiver be in writing.

24. **No Partnership.** Nothing in this Sublease shall be deemed or construed by the parties or by any third person to create or evidence a relationship of (i) principal and agent, (ii) partners, joint venturers, or parties in an association, or (iii) employer and employee.

25. **Counterparts.** This Sublease may be executed in counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same document.

26. **Conditions Precedent.** Notwithstanding anything to the contrary contained in this Sublease, this Sublease shall not become effective unless, and it shall be a condition precedent hereto that each of the following is satisfied in full prior to August 30, 2016, as such date may be extended by mutual written agreement of the parties hereto:

(a) Sublessor's approval (in its reasonable discretion) of Sublessee's most recent financial statements;

(b) Landlord executes and delivers to Sublessor and Sublessee the consent in substantially the form attached hereto as Exhibit C, and Sublessor pays Landlord any administrative fees required in connection therewith;

(c) Landlord's approval of signage for Sublessee on the building exterior;

(d) the independent Governing Board of Coral Academy (in its sole and absolute discretion) approves this Sublease at a duly-called public meeting;

(e) the independent State Public Charter School Authority of the State of Nevada (the "SPCSA") approves the subleasing of the Premises by Coral Academy. Coral Academy shall use commercially reasonable efforts, at its own cost and expense, to timely gain the SPCSA's approval; and

(f) all representations and warranties of the parties being true and correct in all material respects.

27. **State-Mandated Language.** This Sublease is entered into by Coral Academy for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. For the avoidance of doubt, all obligations hereunder on the part of Coral Academy are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, Nevada State Public Charter School Authority, or Nevada State Department of Education.

28. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Sublease shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the third business day following the date of its acceptance by the U. S. Postal Service for delivery by certified mail, postage prepaid and return receipt requested, or (c) on the first business day following the date of its acceptance by a nationally recognized overnight courier, in each case addressed as follows (or to such substitute address(es) as either party may deliver to the other party from time to time, effective upon receipt):

If to Sublessor	Address:	Dickinson Wright PLLC 500 Woodward Avenue, Suite 4000 Detroit, MI 48226-3425
	Attention:	John D. Gorzalski, Chief Administrative Officer
	Telephone:	(313) 223-3515
	Fax:	(313) 223-3598
If to Sublessee:	Address:	Coral Academy of Science Las Vegas 1051 Sandy Ridge Ave. Henderson, NV 89052
	Attention:	Ercan Aydogdu, Executive Director
	Telephone:	(702) 776-8800
	Fax:	(702) 776-8803
with a mandatory copy to:	Address:	Howard & Howard Attorneys PLLC 3800 Howard Hughes Pkwy, 10 th Floor Las Vegas, NV 89169
	Attention:	Mark J. Gardberg
	Telephone:	(702) 667-4842
	Fax:	(702) 567-1568

[Signature Page Follows]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as of the date first above written.

SUBLESSOR:

Dickinson Wright PLLC

By: _____

John D. Gorzalski
Its: Chief Administrative Officer

SUBLESSEE:

Coral Academy of Science Las Vegas

By: _____

Hasan Deniz, PhD.
Its: President of the Governing Board

EXHIBIT A**LEASE**

The Lease, the First and Second Amendments thereto and the First and Second Assignments thereof follow this page

EXHIBIT B**FURNITURE INVENTORY SCHEDULE**

6 black leather conference room chairs
10-12 rolling secretarial chairs
6 waiting area chairs
1 attorney desk w/ attached bookcase
1 attorney desk
1 desk
3 light brown desks, w/ drawers
1 desk w/ curved cutout
1 desk w/ side drawers
1 credenza
1 light bookcase
1 small dark bookcase
1 mounted to wall sectional (for mail).

EXHIBIT C

CONSENT TO SUBLEASE

8965 Eastern, LLC, as Landlord, hereby consents to the attached Sublease between Dickinson Wright PLLC ("*Sublessor*") and Coral Academy of Science Las Vegas ("*Sublessee*") for the Premises identified as Suite 280 of The Beltway Corporate Office Center located at 8965 S. Eastern Avenue, Las Vegas, Nevada, on the express conditions that (1) Sublessor will remain liable for the performance of each and every one of its obligations under the Lease; and (2) this Consent will not be deemed a consent to any subsequent sublease or assignment, but rather any subsequent sublease or assignment will require the consent of the undersigned pursuant to the Lease.

Landlord has not committed any breach of the Lease, nor to Landlord's actual knowledge, has Sublessor committed any breach or Event of Default of the Lease. The Lease is valid and in full force and effect, enforceable in accordance with its terms. Sublessor's leasehold interest is free and clear of any liens, encumbrances, or adverse interests of third parties.

Notwithstanding Section 12 of the Lease, without Landlord's prior consent, Sublessee may make nonstructural alterations that do not affect the operation of Building Systems and do not cost more than \$1,500 to install or reasonably reverse or undo.

Notwithstanding Section 17(c) of the Lease, Sublessor may collect and retain all Base Subrent, Additional Rent and other amounts payable to Sublessor pursuant to the terms of the Sublease, unless and until an Event of Default (as defined in Section 24 of the lease) shall occur and Landlord shall elect to terminate the Lease.

Landlord has no current plans to relocate Sublessee to a Relocation Space pursuant to Section 27 of the Lease. (This does not constitute a waiver of Section 27.)

Landlord agrees that Sublessee may use the Premises for general office purposes and further acknowledges that there are no improvements presently installed on the Premises that must be removed upon expiration or earlier termination of the Term.

LANDLORD:

8965 Eastern, LLC,
By: DSA Development Corp
Its: Manager

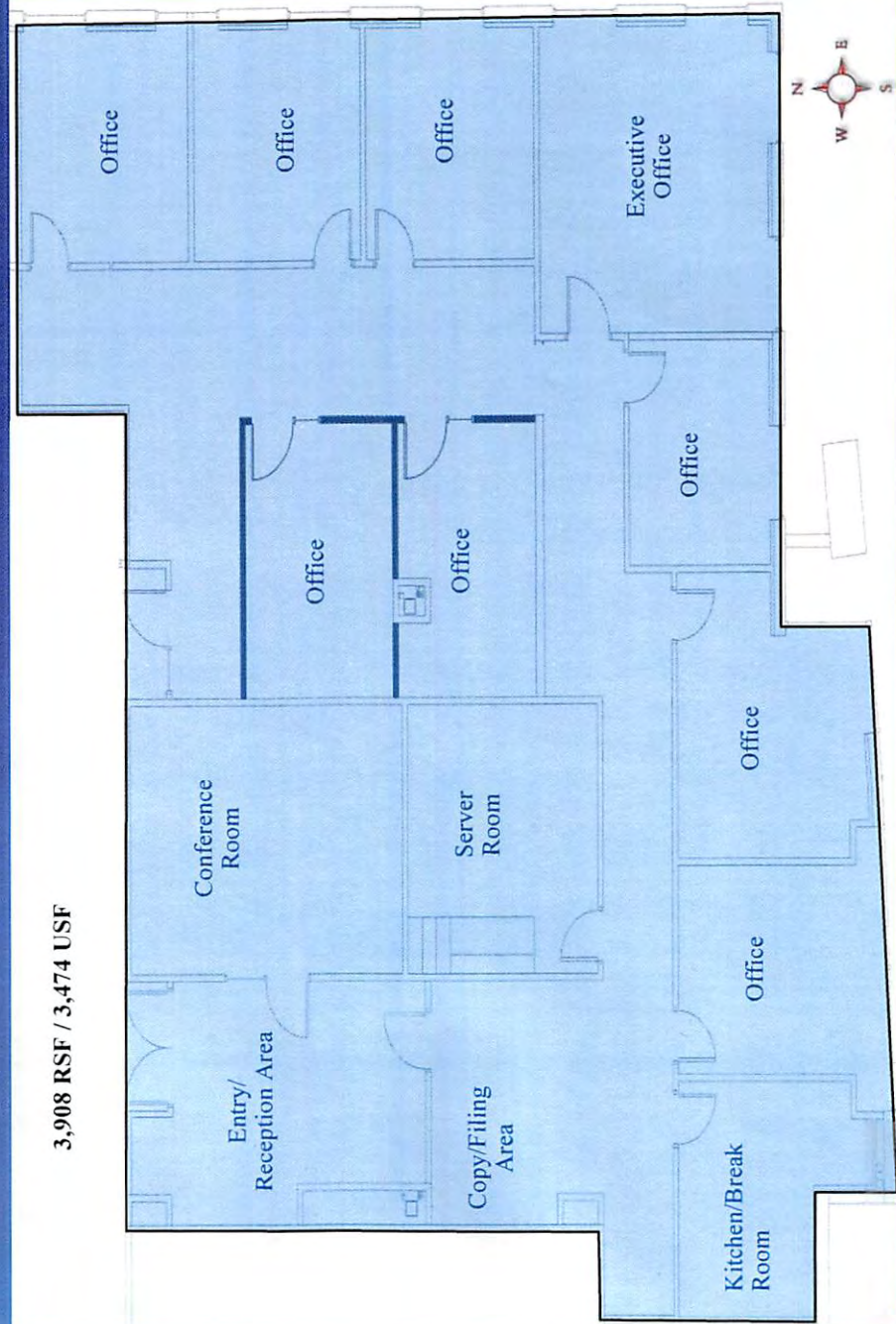
By: _____
Daryl S. Alterwitz, President

Date: August ____, 2016

BELTWAY CORPORATE CENTER

8965 SOUTH EASTERN AVENUE, SUITE 280
LAS VEGAS, NV 89123

3,908 RSF / 3,474 USF



SUBLEASE

THIS SUBLEASE (“*Sublease*”), dated as of August ___, 2016, is by and between DICKINSON WRIGHT PLLC (“*Sublessor*”), a Michigan professional limited liability company, and CORAL ACADEMY OF SCIENCE LAS VEGAS (“*Sublessee*”), a Nevada Public Charter School organized and operated pursuant to NRS Chapter 388A.

BACKGROUND

Sublessor is the Tenant of Suite 280 (the “*Premises*”) of the building commonly known as THE BELTWAY CORPORATE CENTER and located at 8965 S. Eastern Avenue, Las Vegas, Nevada and comprising a portion of Clark County APN 177-23-514-008 (the “*Building*”), pursuant to that certain lease (the “*Lease*”), dated April 20, 2009, between 8965 Eastern, LLC, a Nevada limited liability company (“*Landlord*”), and Eric Dobberstein, A Professional Legal Corp., a Nevada professional corporation, as amended on June 30, 2013 and March 21, 2014 and assigned on May 2, 2012 and March 31, 2014 (collectively, the “*Lease*”). True and complete copies of the Lease, including the amendments thereto and the assignments pursuant to which Sublessor has acquired the right, title and interest of the Tenant thereunder, are annexed hereto as Exhibit A.

Sublessor and Sublessee have agreed to enter into a sublease of the Premises, upon the terms and conditions hereinafter set forth.

In accordance with NRS 47.420(2), these Recitals form an integral part of this Sublease.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements of the parties hereto, and subject to the terms and conditions of the Lease that are incorporated herein by reference, it is hereby agreed as follows:

1. **Demise of Premises.** Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises. The parties agree that the Premises contain 3,908 square feet of Rentable Area.
2. **Term.** The term of this Sublease shall commence at 8:30 a.m. on September 1, 2016 (the “*Commencement Date*”) and terminate at 8:30 a.m. on July 31, 2019, unless sooner terminated under the provisions hereof. This Sublease contains no options to renew or extend the Sublease Term. Sublessor shall deliver quiet possession of the Premises to Sublessee as of the time set forth above on the Commencement Date.
3. **Furniture.** On the Commencement Date, the personal property of Sublessor identified in Exhibit B annexed hereto (the “*Furniture*”) will be delivered to Sublessee in the Premises and will be conveyed to Sublessee by bill of sale, without charge and without any warranty whatsoever, except Sublessor represents and warrants that as of the date hereof and on

the Commencement Date, Sublessor is and will be the owner thereof, free and clear of any liens or encumbrances.

4. **Acceptance and Use of Premises.**

(a) *As Is.* Subject to any representations set forth herein, Sublessee agrees to accept the Premises and the Furniture on the Commencement Date, “AS IS”, so long as materially in the condition existing on the date of execution of this Sublease. Sublessor agrees and acknowledges that the Premises and the Furniture in such condition are acceptable for Sublessee’s use and Sublessee acknowledges that neither Sublessor nor any broker or agent has made any representations or warranties in connection with their physical condition or their fitness for Sublessee’s use upon which Sublessee has relied directly or indirectly for any purpose. Sublessee shall use the Premises only for general office purposes.

(b) *No Known Serious Defects.* Sublessor has no actual knowledge of the Premises or Furniture containing any latent or patent defect which would pose a risk of harm of bodily injury or death to any person present on the Premises, or of any substantial damage to property, on or after the Commencement Date. In this Sublease, Sublessor’s “actual knowledge” is defined as the knowledge of (i) the office manager in its Las Vegas office, (ii) Mr. Gorzalski, and (iii) Mr. Candler.

(c) *Carpet Cleaning; Painting.* Prior to the Commencement Date, Sublessor shall have all of the carpets on the Premises professionally cleaned. If Sublessor fails to do so, Sublessee may procure the professional cleaning of the carpets and withhold the reasonable cost of the same from its first payment of Base Subrent (for December 2016). If Sublessee desires to paint the Premises, it may do so at its expense any time during the Term, applying a color pre-agreed upon by the parties.

(d) *HVAC.* Notwithstanding Section 11 of the Lease, Sublessor acknowledges and agrees that if Landlord does not assume all obligation for maintaining the HVAC systems, at Landlord’s sole cost and expense (subject to folding such costs and expenses into the Operating Expenses and redistributing them to all Building / Center tenants as Additional Rent), then Sublessor will promptly reimburse Sublessee for such costs and expenses incurred by Sublessee in maintaining the HVAC systems or paying for the same.

5. **Rent.**

(a) *Base Subrent.* Sublessee agrees to pay Sublessor for the sublease of the Premises, at 500 Woodward Avenue, Detroit, Michigan 48226, or such other place as Sublessor shall designate from time to time, monthly installments of subrent (“*Base Subrent*”) in the fixed, non-adjusting amount of \$5,080.00 on the first day of each and every month thereafter during the Term. Notwithstanding the foregoing, Base Subrent shall be abated for the months of September, October and November, 2016. In the final month of the Sublease, Base Subrent shall be reduced in proportion to the number of days during that month in which Sublessee is not occupying the Premises.

(b) *Additional Rent.* In addition to Base Subrent, from and after the Commencement Date and throughout the Term (without any abatement), Sublessee shall pay to

Sublessor all Additional Rent payable by Sublessor to Landlord pursuant to Section 5(c) of the Lease, as and when payable by Sublessor. Sublessor hereby represents and warrants that prior to the date hereof, it has given Sublessee true and correct statements of Additional Rent paid by Sublessor during its entire period of occupancy of the Premises (for the purpose of Sublessee forecasting its Additional Rent liability during the Term, but Sublessor is not warranting that the Additional Rent will remain substantially the same).

(c) *Property Taxes.* Notwithstanding Section 5(b), Sublessee shall not be liable to pay Additional Rent solely to the extent that the same consists of Real Property Taxes (as defined in the Lease). Sublessee shall promptly file an application to the Clark County Assessor's Office for a property tax exemption for the Premises, and undertake such other actions (at Sublessee's sole cost and expense) as are commercially reasonable to obtain such exemption, provided it receives the reasonable cooperation of the Landlord and Sublessee in that process.

6. **Utilities.** Beginning on the Commencement Date, Sublessee shall pay the cost of all electricity used in the Premises. The Premises are currently submetered. Sublessee shall make arrangements for electrical service direct from Nevada Power (or any other relevant supplier of electricity, from time to time) and shall pay all metered charges directly to the utility company providing the service.

7. **Insurance.** Sublessee shall furnish the insurance required by Section 19 of the Lease. Such insurance shall name Sublessor and Landlord as additional insureds, shall specifically include the indemnification liability assumed hereunder by Sublessee, shall provide that it is primary insurance and not excess over, or contributory with, any other valid, existing and applicable insurance in force for and on behalf of Sublessor, and shall provide that Sublessor shall receive 30 days' notice from the insurer prior to any cancellation or change of coverage.

8. **Maintenance and Repair.** Sublessee shall, in the same manner as the Lease requires of the Sublessor, maintain the Premises in like good condition and repair as exists on the Commencement Date, reasonable wear and tear excepted. Sublessor and its agents and contractors shall have the right to enter upon the Premises to inspect the same (during normal business hours, except in the event of an emergency) and, if Sublessee shall fail to properly maintain and repair the Premises, Sublessor may elect to cause the repairs to be done and shall charge the expense thereof against Sublessee, to be paid immediately (within 30 days) upon presentation of an invoice therefor. Sublessor shall not be liable or responsible for any loss that may accrue to Sublessee's business by reason thereof unless occasioned by the negligence or willful misconduct of Sublessor, its agents, employees or contractors.

9. **Damage or Destruction of Premises.** If the Premises shall be rendered untenantable by fire or other casualty, then Sublessee shall make the Premises tenantable as speedily as possible in the same manner as the Lease requires of Sublessor. Sublease Rent shall be abated in whole or in part, according to the portion of the Premises which is rendered untenantable, during the period of unusability. There shall be no such abatement if such fire or other casualty shall be caused by the negligence of Sublessee or its agents, employees, invitees or licensees, and there shall be no abatement for the time required for the replacement or repair of any property of Sublessee, in excess of the time required to make the Premises tenantable. If

the Building shall be so damaged by fire or other casualty that substantial alteration or reconstruction is required, and if Landlord terminates the Lease pursuant to Section 21 thereof, Sublessor shall provide immediate notice to Sublessee and this Sublease shall terminate on the same day as the Lease is terminated.

10. **Improvements and Alterations.** Sublessee may not make significant alterations to the Premises (defined as any alterations costing in excess of \$1,500 to install or reasonably reverse or undo) without Sublessor's and Landlord's (if required under the Lease) prior written approval, not to be (in Sublessor's case) unreasonably withheld, delayed, or conditioned. Any such approved alterations shall be at Sublessee's own expense and shall further be in compliance with the Lease.

11. **Assignment or Subletting.** Sublessee may not, without Sublessor's prior written consent, which consent may be withheld or conditioned in its sole discretion, assign, transfer, or encumber this Sublease or any interest therein, or sublet all or any portion of the Premises. Sublessee will remain liable for the performance and observance of all of its obligations and covenants under this Sublease notwithstanding any assignment, transfer, or encumbrance of this Sublease or any interest therein, or any sublease of all or any portion of the Premises, regardless of whether Sublessor has consented to the same.

12. **Surrender of Premises.** Upon the expiration or earlier termination of this Sublease, Sublessee shall quit and surrender the Premises to Sublessor in like good order and condition as existed on the Commencement Date, ordinary wear and tear and insured casualties excepted. In either event, Sublessee shall remove all of its personal property and trade fixtures (if any) and shall repair any damage to the Premises caused by such removal.

13. **Incorporation of Lease Provisions.**

(a) All of the noneconomic terms and conditions contained in the Lease are incorporated herein as if set forth at length, and Sublessee agrees to be bound by, perform, and observe such terms and conditions, except to the extent they are inconsistent with the express terms and conditions hereof. The parties agree that the Sublessor is not conveying any rights greater than it has with regard to the Premises under the Lease.

(b) For the avoidance of doubt, Sublessee hereby agrees to indemnify both Landlord and Sublessor to the full extent contemplated by Sections 20 and 23 of the Lease (corresponding to Sublessee's, not Sublessor's, use, conduct of business, activities, and breaches, as the case may be). Sublessor hereby agrees to indemnify Sublessee to the full extent contemplated by Sections 20 and 23 of the Lease (corresponding to Sublessor's, not Sublessee's, use, conduct of business, activities, and breaches, as the case may be).

(c) Sublessor represents and warrants as of the date hereof and the Commencement Date that:

(1) Sublessor has not committed any breach or Event of Default of the Lease, nor to Sublessor's actual knowledge, has Landlord committed any breach of the Lease. Sublessee has paid all monetary sums due under the Lease for the Premises, including but not limited to Base Rent and Additional Rent. The Lease is valid and in full force and effect,

enforceable in accordance with its terms. Sublessor's leasehold interest is free and clear of any liens, encumbrances, or adverse interests of third parties.

(2) Sublessor has given Sublessee a true and complete copy of the current Building Rules, if any.

14. **Subordination to Lease.** This Sublease is subject and subordinate to, and Sublessee accepts this Sublease subject and subordinate to, the Lease and all matters to which the Lease is subordinate. Each party covenants and agrees that neither it nor any of its agents, contractors, employees or invitees, will do, or permit to be done, anything which would constitute a default, breach or violation of any term or provision of the Lease or might cause the Lease or the rights of the other party thereunder or hereunder to be canceled, terminated or forfeited or might make the other party liable for any damages, claims or penalties. Sublessee acknowledges that termination of the Lease prior to expiration of its term will cause this Sublease to be terminated as of the same effective date. To Sublessor's actual knowledge, there is only one Mortgagee with respect to the Center, that Mortgagee being Wells Fargo.

15. **Right to Cure.** Each party shall, immediately upon receipt, provide to the other party copies of all notices of default received by it from Landlord with respect to any claim of default in the performance of the party's obligations under the Lease or this Sublease, pursuant to the terms of the Lease or this Sublease. Sublessee shall have the right, but not the obligation, to cure any defaults by Sublessor in the terms and conditions of the Lease within any grace period applicable thereto and to deduct its actual cost of cure from the Sublease Rent then due or to become due during the remainder of the Term.

16. **Sublessor's Remedies.** In the event Sublessee shall breach any provision of this Sublease, Sublessor shall have all rights and remedies as against Sublessee as are available to Landlord under the Lease upon the occurrence of an Event of Default thereunder.

17. **Security Deposit.** Upon execution of this Sublease, Sublessee shall pay to Sublessor a security deposit in the amount of \$3,764.25, as the security for the reasonable cost of maintenance and repair upon termination of this Sublease. The unused portion of the Security Deposit, if any, shall be returned to Sublessee within thirty (30) days following the termination of this Sublease.

18. **Commission.**

(a) *Brokers.* Mendicino Commercial Realty (through Ron Mondicino and Adam Aktas) represents Sublessee and Newmark Grubb Knight Frank (through Larry Singer) represents Sublessor. Sublessor agrees to pay Newmark Grubb Knight Frank a commission as provided in a separate written agreement, and Newmark Grubb Knight Frank will pay Mendicino Commercial Realty a commission as provided in a separate written agreement. Sublessee acknowledges that Sublessor has no obligation to pay a commission to Mendicino Commercial Realty.

(b) *Indemnity.* Sublessor and Sublessee each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges claimed by any such unnamed broker, agent, finder or similar party by reason of any

dealings or actions of the indemnifying party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

19. **Jury Trial Waiver.** THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT EACH MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE OR ANY OTHER DOCUMENT EXECUTED AND DELIVERED BY EITHER PARTY IN CONNECTION HERewith OR ANY COURSE OF DEALING OR CONDUCT OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSON. THIS WAIVER IS A MATERIAL INDUCEMENT TO EACH PARTY TO ENTER INTO THIS SUBLEASE.

20. **Governing Law; Venue; Fees.** This Sublease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Nevada. The parties agree to the state and federal courts within the County of Clark, State of Nevada as the sole and exclusive jurisdiction for any and all claims or causes of action arising under or relating to this Sublease. If any action, suit or proceeding is commenced under or in connection with this Sublease, including any insolvency or bankruptcy proceeding, the losing party shall pay to the prevailing party (on the matter as a whole) the reasonable attorneys' fees incurred by the prevailing party in connection therewith, together with all reasonable costs and expenses of the prevailing party.

21. **Severability.** If any term, covenant or condition of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, (i) the remainder of this Sublease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby; (ii) each term, covenant or condition of this Sublease shall be valid and be enforced to the fullest extent permitted by law; and (iii) the parties shall negotiate in good faith a provision which is valid and enforceable and most reasonably fulfills the intention of the parties in the invalid or unenforceable provision.

22. **Entire Agreement; Amendments.** There are and were no oral or written representations, warranties, understandings, stipulations, agreements, or promises made by either party, or by any agent, employee, or other representative of either party, pertaining to the subject matter of this Sublease which have not been incorporated into this Sublease. This Sublease shall not be modified, changed, terminated, amended, superseded, waived, or extended except by a written instrument executed by the all parties hereto to this Sublease.

23. **No Waiver.** The failure of either party to enforce any covenant or condition of this Sublease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Sublease. No provision of this Sublease shall be deemed to have been waived unless such waiver be in writing.

24. **No Partnership.** Nothing in this Sublease shall be deemed or construed by the parties or by any third person to create or evidence a relationship of (i) principal and agent, (ii) partners, joint venturers, or parties in an association, or (iii) employer and employee.

25. **Counterparts.** This Sublease may be executed in counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same document.

26. **Conditions Precedent.** Notwithstanding anything to the contrary contained in this Sublease, this Sublease shall not become effective unless, and it shall be a condition precedent hereto that each of the following is satisfied in full prior to August 30, 2016, as such date may be extended by mutual written agreement of the parties hereto:

(a) Sublessor's approval (in its reasonable discretion) of Sublessee's most recent financial statements;

(b) Landlord executes and delivers to Sublessor and Sublessee the consent in substantially the form attached hereto as Exhibit C, and Sublessor pays Landlord any administrative fees required in connection therewith;

(c) Landlord's approval of signage for Sublessee on the building exterior;

(d) the independent Governing Board of Coral Academy (in its sole and absolute discretion) approves this Sublease at a duly-called public meeting;

(e) the independent State Public Charter School Authority of the State of Nevada (the "SPCSA") approves the subleasing of the Premises by Coral Academy. Coral Academy shall use commercially reasonable efforts, at its own cost and expense, to timely gain the SPCSA's approval; and

(f) all representations and warranties of the parties being true and correct in all material respects.

27. **State-Mandated Language.** This Sublease is entered into by Coral Academy for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. For the avoidance of doubt, all obligations hereunder on the part of Coral Academy are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, Nevada State Public Charter School Authority, or Nevada State Department of Education.

28. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Sublease shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the third business day following the date of its acceptance by the U. S. Postal Service for delivery by certified mail, postage prepaid and return receipt requested, or (c) on the first business day following the date of its acceptance by a nationally recognized overnight courier, in each case addressed as follows (or to such substitute address(es) as either party may deliver to the other party from time to time, effective upon receipt):

If to Sublessor	Address:	Dickinson Wright PLLC 500 Woodward Avenue, Suite 4000 Detroit, MI 48226-3425
	Attention:	John D. Gorzalski, Chief Administrative Officer
	Telephone:	(313) 223-3515
	Fax:	(313) 223-3598
If to Sublessee:	Address:	Coral Academy of Science Las Vegas 1051 Sandy Ridge Ave. Henderson, NV 89052
	Attention:	Ercan Aydogdu, Executive Director
	Telephone:	(702) 776-8800
	Fax:	(702) 776-8803
with a mandatory copy to:	Address:	Howard & Howard Attorneys PLLC 3800 Howard Hughes Pkwy, 10 th Floor Las Vegas, NV 89169
	Attention:	Mark J. Gardberg
	Telephone:	(702) 667-4842
	Fax:	(702) 567-1568

[Signature Page Follows]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as of the date first above written.

SUBLESSOR:

Dickinson Wright PLLC

By: _____

John D. Gorzalski
Its: Chief Administrative Officer

SUBLESSEE:

Coral Academy of Science Las Vegas

By: _____

Hasan Deniz, PhD.
Its: President of the Governing Board

EXHIBIT A**LEASE**

The Lease, the First and Second Amendments thereto and the First and Second Assignments thereof follow this page

EXHIBIT B**FURNITURE INVENTORY SCHEDULE**

6 black leather conference room chairs
10-12 rolling secretarial chairs
6 waiting area chairs
1 attorney desk w/ attached bookcase
1 attorney desk
1 desk
3 light brown desks, w/ drawers
1 desk w/ curved cutout
1 desk w/ side drawers
1 credenza
1 light bookcase
1 small dark bookcase
1 mounted to wall sectional (for mail).

EXHIBIT C

CONSENT TO SUBLEASE

8965 Eastern, LLC, as Landlord, hereby consents to the attached Sublease between Dickinson Wright PLLC ("*Sublessor*") and Coral Academy of Science Las Vegas ("*Sublessee*") for the Premises identified as Suite 280 of The Beltway Corporate Office Center located at 8965 S. Eastern Avenue, Las Vegas, Nevada, on the express conditions that (1) Sublessor will remain liable for the performance of each and every one of its obligations under the Lease; and (2) this Consent will not be deemed a consent to any subsequent sublease or assignment, but rather any subsequent sublease or assignment will require the consent of the undersigned pursuant to the Lease.

Landlord has not committed any breach of the Lease, nor to Landlord's actual knowledge, has Sublessor committed any breach or Event of Default of the Lease. The Lease is valid and in full force and effect, enforceable in accordance with its terms. Sublessor's leasehold interest is free and clear of any liens, encumbrances, or adverse interests of third parties.

Notwithstanding Section 12 of the Lease, without Landlord's prior consent, Sublessee may make nonstructural alterations that do not affect the operation of Building Systems and do not cost more than \$1,500 to install or reasonably reverse or undo.

Notwithstanding Section 17(c) of the Lease, Sublessor may collect and retain all Base Subrent, Additional Rent and other amounts payable to Sublessor pursuant to the terms of the Sublease, unless and until an Event of Default (as defined in Section 24 of the lease) shall occur and Landlord shall elect to terminate the Lease.

Landlord has no current plans to relocate Sublessee to a Relocation Space pursuant to Section 27 of the Lease. (This does not constitute a waiver of Section 27.)

Landlord agrees that Sublessee may use the Premises for general office purposes and further acknowledges that there are no improvements presently installed on the Premises that must be removed upon expiration or earlier termination of the Term.

LANDLORD:

8965 Eastern, LLC,
By: DSA Development Corp
Its: Manager

By: _____
Daryl S. Alterwitz, President

Date: August ____, 2016



Katherine Stevens <kstevens@coralacademylv.org>

Coral Academy of Science Las Vegas- OSHA Request

2 messages

Katherine Stevens <kstevens@coralacademylv.org>

Tue, Aug 23, 2016 at 2:00 PM

To: smball@business.nv.gov

Cc: Ercan Aydogdu <eaydogdu@coralacademylv.org>, Candyce Farthing <cfarthing@coralacademylv.org>

Dear Sarah,

On behalf of Coral Academy of Science Las Vegas' Governing Board, I kindly request for an on-site consultation survey at our new Central Office located at:

Coral Academy of Science Las Vegas
8965 South Eastern Ave., Ste # 280
Las Vegas, NV 89123

The anticipated number of employees is 10. This new site is expected to start serving on September 1, 2016.

School Contact:

Coral Academy of Science Las Vegas
3039 W Horizon Ridge Pkwy 120
Henderson, NV 89052

Phone: (702) 776 6529

Fax: (702) 776 6569

--



Katie Stevens
Administrative Assistant
Central Office
Coral Academy of Science Las Vegas



3039 W Horizon Ridge Pkwy. #120
Henderson, NV 89052

(702) 776-6529 (P)

(702) 776-6569 (F)

This e-mail message is the property of Coral Academy of Science Las Vegas (CASLV). The information in this e-mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorized.

Tue, Aug 23, 2016 at 2:56 PM

Sarah M. Ball <smball@business.nv.gov>To: Katherine Stevens <kstevens@coralacademylv.org>Cc: Ercan Aydogdu <eyaydogdu@coralacademylv.org>, Candyce Farthing <cfarthing@coralacademylv.org>

I will go ahead and process this request for you. Thanks!

Sarah

Sarah M. Ball, CSP

Safety and Health Consultant

Safety Consultation and Training Section

1301 N Green Valley Parkway

Henderson, NV 89074

(702) 486-9017 (O)

(702) 990-0362 (F)

smball@business.nv.gov

From: Katherine Stevens [mailto:kstevens@coralacademylv.org]

Sent: Tuesday, August 23, 2016 2:01 PM

To: Sarah M. Ball <smball@business.nv.gov>

Cc: Ercan Aydogdu <eyaydogdu@coralacademylv.org>; Candyce Farthing <cfarthing@coralacademylv.org>

Subject: Coral Academy of Science Las Vegas- OSHA Request

[Quoted text hidden]

Centennial Hills Campus

7951 Deer Springs Way
Las Vegas, NV 89131
702-685-4333

Central Office

3039 W. Horizon Ridge Pkwy. Suite 120
Henderson, NV 89052
702-776-6529 | 702-776-6569 (Fax)

Nellis AFB Campus

42 Baer Dr.
NAFB, Las Vegas, NV 89115
702-701-2321

**Sandy Ridge Campus**

1051 Sandy Ridge Ave.
Henderson, NV 89052
702-776-8800 | 702-776-8803 (Fax)

Tamarus Campus

8185 Tamarus St.
Las Vegas, NV 89123
702-269-8512 | 702-269-3258 (Fax)

Windmill Campus

2150 Windmill Pkwy.
Henderson, NV 89074
702-485-3410 | 702-722-2718 (Fax)

CORAL ACADEMY OF SCIENCE LAS VEGAS

August 23, 2016

Patrick Gavin, Executive Director
State Public Charter Authority
North Stewart St. Suite # 40
Carson City, NV 89706

Dear Mr. Gavin,

Below you will find our answers and accompanying supporting documents for the Request to Amend the charter of Coral Academy of Science Las Vegas.

Thank you for your time and attention.

Sincerely,

Ercan Aydogdu
Executive Director
Coral Academy of Science Las Vegas

(a) The address of the facility:

8965 South Eastern Avenue, Suite # 280
Las Vegas, NV 89123

(b) The type of facility:

Multi Story Office Building

(c) A floor plan of the facility, including a notation of the size of the facility which is set forth in square feet:

Please see Attachment A



(d) The name and address of the owner of the facility:

Owner of the building:

Daryl Alterwitz, DSA Development,
8965 S Eastern #360, Las Vegas, NV 89123 702-478-1300
direct 702-735-0061 cell daryl@darylalterwitz.com (owner, not sublessor)

Sublessor:

John D. Gorzalski
Dickinson Wright PLLC
500 Woodward Ave. Suite 4000
Detroit, MI 48226-3425

(e) If the facility will be leased or rented, a copy of the proposed lease or rental agreement:

Please see Attachment B

(f) If the facility has been constructed and needs no renovation before it may be occupied by the charter school:

(1) A copy of the certificate of occupancy for the facility

We will provide it as soon as we receive from landlord

(2) Documents which indicate that the facility has been inspected and meets the requirements of any applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation:

We will provide them as soon as we receive from landlord

(g) If the facility has not been constructed or needs renovation before it may be occupied by the charter school, an explanation of the plans for the construction or renovation, including, without limitation, a timeline for the completion of the construction or renovation:

It is an existing building

(h) Evidence which demonstrates that the governing body of the charter school has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act of 1970, as amended:

Please see Attachment C



(i) Documentation which demonstrates that the governing body of the charter school has obtained the insurance required by [NAC 386.215](#) for the proposed facility:

We will provide it as soon as we receive from our insurance company

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

**1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687 - 9174 · Fax: (775) 687 - 9113**

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Fall Expansion and Relocation Amendment Cycle
DATE: August 26, 2016

Staff makes the following recommendations regarding the upcoming fall charter school expansion and relocation amendment cycle:

1. Utilize the same templates with minimal changes based on staff and applicant feedback.
2. Amendment request goes live on SPCSA website on/about September 1 (may vary slightly depending on timing of bullet 4a).
3. Amendment deadline of October 15.
 - a. The Agency intends to continue to manage the submission process using the Epicenter platform to allow for more streamlined submission and review.
 - b. The submission platform may be modified to provide for schools to upload specific documents in specific locations to permit more streamlined completeness review and to facilitate greater public transparency.
 - c. Agency staff will continue to encourage schools to upload converted PDF documents instead of scanned materials to provide for transparency and accessibility.
4. Likely applicant hearings/charter award decisions in January/February 2017 depending on any related purchasing/contracting timelines for external reviewers, including approval of work programs necessary to fund external reviewers.

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687 - 9174 · Fax: (775) 687 - 9113

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin, Executive Director
SUBJECT: Agenda Item 4: Consent Agenda— American Preparatory Academy Request for Approval to Relocate a Facility Pursuant to Section 1.7.4 of the Charter Contract
DATE: August 26, 2016

Legal Context:

In addition to the requirements set forth in regulation for amending a written charter or a charter contract to acquire and occupy a new or additional facility can be found in [NAC 386.3265](#) and [NAC 386.3266](#), Section 1.7.4 of the [Charter Contract](#) executed by American Preparatory Academy requires that the school obtain approval to relocate facilities:

The Charter School's relocation to different Facilities shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.¹

Summary of Request:

On August 22, 2016, American Preparatory Academy submitted a [request](#) to amend its charter contract to relocate or consolidate campuses and a revised [budget](#) and [organizational chart](#) for the combined facility. This request follows on a [decision](#) the school made at its February 11, 2016 governing body [meeting](#) to discontinue occupancy of its founding facility, the Oakey Campus, located at [6000 W Oakey Blvd, Las Vegas, NV 89146](#), and combine that facility with the Patrick Campus, located at [8377 West Patrick Lane, Las Vegas, NV 89113](#). APA has provided a [letter of transmittal](#) from APA governing body chair Lee Iglody dated August 22, 2016. The letter included an [agenda](#) and [draft minutes](#) for the meeting where the amendment request was approved by the

¹ [Charter School Contract between State Public Charter School Authority and American Preparatory Academy—Las Vegas](#), May 17, 2014., page 9.

school's governing body. Additionally, the school has provided some, but not all, of the documentation required pursuant to NAC 386.3265:

- A [floor plan](#) of the facility, including a notation of the size of the facility which is set forth in square feet
- [Contact information](#), including the name and address of the owner of the facility
- [Evidence](#) which demonstrates that the governing body of the charter school has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act of 1970, as amended
- A copy of the [lease](#) for the expanded facility
- A copy of the [first](#) and [second](#) certificates of occupancy for both portions of the facility

Recommendation:

Staff recommends approval contingent upon submission of the following updated items, required by [NAC 386.3265](#):

- Documents which indicate that the expanded facility has been inspected and meets the requirements of any applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation
- Documentation which demonstrates that the governing body of the charter school has obtained the insurance required by NAC 386.215 for the expanded facility.

Staff further requests delegated authority to grant additional technical amendments and approvals upon receipt of this documentation and any other items required under NAC to occupy the facility. This approval is consistent with the mechanism the Authority Board uses to permit the incorporation of pre-opening requirements for new schools into the charter contract without the delay and complexity attendant to additional board review.

STATE PUBLIC CHARTER SCHOOL AUTHORITY



2016 CHARTER SCHOOL FACILITIES AMENDMENT REQUEST

Schools Requesting to Relocate or Consolidate Campuses
via an Amendment Which Does Not Result in an Increase
in Contractual Enrollment Cap or a Reduction in Current
Enrollment of Grade Levels

*Amendment Requests Due 30 Days Prior to Scheduled Date of Board Meeting When
School Desires the Request Be Considered*

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Section I: Introduction

Dear Charter School Governing Body,

On behalf of the State Public Charter School Authority and our 25,000 incredible students, I thank you for considering the submission of an amendment request to relocate or to consolidate facilities under an amended and restated charter contract.

The development and release of this Amendment Request format reflects the sweeping education reforms adopted during the 2015 Legislative Session and our recognition of the opportunities and challenges that many of our existing operators have faced as they have grown their schools. The process of pursuing a new location and of closing down an existing facility and moving to another location can be quite complex, placing many demands on school leadership and members of the leadership team. Some schools have struggled with unanticipated expenses or other serious setbacks due to a lack of planning and appropriate due diligence by members of the governing body.

We have designed this process to allow governing bodies and leadership teams to assist in this process through an evaluation of their own capacity and determine where they will need to invest additional resources to ensure success. As with all submissions to the State Public Charter School Authority, this amendment request is intended to be a document which is the result of deep, thoughtful engagement by the governing body and staff employed by the school. While the Authority acknowledges and appreciates the contribution of vendors and contractors, including education management organizations, to the growth and vitality of the state's charter school movement, it is important to emphasize that the sole legal accountability for the promises and commitments made by the school to students, parents, families, the surrounding community, and to the people of Nevada and their authorized representative, the State Public Charter School Authority, lies with the governing body of the school and its direct, authorized employees.

The SPCSA is committed to quality in every aspect of our operation, and we firmly believe that quality authorizing leads to quality schools. Our statutory responsibility compels us to provide our students and families with the very best options the charter community can provide. We are confident that we have created a demanding, thorough, and transparent amendment request and review process.

As you complete your amendment request, please feel free to contact our team with any questions. Again, thank you for your interest in recommitting to this vital work and investing more of your time and talents in our effort to build and deliver a high quality public school option to every student in Nevada.

Sincerely,

Patrick J. Gavin
Executive Director

Section II: Instructions

OPERATOR APPLICANT INSTRUCTIONS

Specifications

- It is the responsibility of the applicant to ensure that the content is complete, detailed, and easily understood and followed by reviewers; external experts; and parents, families, and the general public.
- This request may be completed with responses following each question (e.g., the questions following the italicized headings.). Please leave the text of the question in the document to facilitate review and public transparency.
- All narrative elements of the application must be typed with 1-inch page margins and 11-point Cambria font, single-spaced.
- All headings must be in 11, 12, or 14 point Cambria font.
- Tables may be in either 11 or 10 point Cambria font.
- Each major section (Meeting the Need, Operations Plan, Financial Plan, etc.) must begin on a separate page, as indicated in the amendment request document.
- All pages must be consecutively numbered in the footer, including all attachments.
- The table of contents must identify the page number of each major section of the narrative and each required attachment.
- Schools are encouraged to utilize Microsoft Word's cross-referencing features to allow for automatic updates to page numbers within the document for any element discussed in more than one section. Simply referring reviewers to content in another section or expecting reviewers to seek out and infer an answer from information which may or may not be found in an attachment is unacceptable and will be deemed unresponsive. Petitioners are expected to exercise appropriate judgement in balancing responsiveness with excessively duplicative content. It is highly advisable to answer the question posed and refer the reviewer to additional contextual information that will inform review with transitional and referential phrases such as "As discussed in greater detail in the Section __ beginning on page __, the school will..." and "Reviewers seeking more information on __ may wish to refer to the section labeled __ beginning on page __. More specifically, the school will..."
- References and citations should be placed in the footer.
- The name of each major section and attachment, e.g. "Attachment 1," etc. must be placed in the footer to facilitate easy review and navigation of the materials. Bookmarking of individual sections and attachments in Acrobat is strongly encouraged to enhance readability and facilitate a thorough review.
- Schools are encouraged to use Microsoft Word's styles features (<http://shaunakelly.com/word/styles/stylesms.html>) to manage formatting, provide for bookmarking and cross-referencing, and facilitate the generation of the table of contents and other features through the heading styles functionality.

- If a particular question does not apply to your team or application, simply respond with an explanatory sentence identifying the reason this question is not applicable to your school AND including the term “not applicable” within the sentence.
- All questions, including those identified as “Not Applicable” and tables not utilized must be left in the document. Tables which are accompanied with directions permitting the school to modify the number of rows and to customize the designated content may be changed as indicated.
- Applicants **MUST** submit amendment requests electronically in Epicenter, the statewide document management center for school submissions to the State Public Charter School Authority. All documents, other than budget documents and data submissions better suited to Excel, must be submitted as PDF documents. All PDF documents, other than those individual pages containing signatures or facilities documentation, must be submitted as converted (not scanned) documents and must be clearly named to facilitate review and public transparency.
- The following is a list of attachments to accompany the application:

Attachments Necessary to Assess Facility Compliance

1. A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.
2. Agenda for Board Meeting Where Board Voted to Request an Amendment to Occupy a New or Additional Facility or to Consolidate Facilities Which Neither Increases Enrollment Beyond the Contractual Cap Nor Reduces Current Enrollment or Grade Levels
3. Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Occupy a New or Additional Facility or to Consolidate Facilities Which Neither Increases Enrollment Beyond the Contractual Cap Nor Reduces Current Enrollment or Grade Levels
4. If a facility has been identified, the physical address of the facility and supporting documentation verifying the location, including the Assessor’s Parcel Number and a copy of the Assessor’s Parcel Map for the proposed facility **OR**, if a facility has not been identified, a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
5. If a facility has been identified, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement **OR** a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
6. If a facility has been identified, a copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet **OR**, if a facility has not been identified, a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
7. If a facility has been identified, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board

member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school **OR** a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265

8. Full Certificate of Occupancy Indicating the Facility Has Sufficient Capacity to Accommodate the Current Enrollment or the Contractually Approved Enrollment **OR** a detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy for space sufficient to accommodate the current or contractually approved enrollment prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265
9. Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation **OR** a detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265.
10. Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265

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

Submission Instructions

1. **Schools must submit their complete amendment request into the Charter Amendment section of Epicenter 30 days prior to the Board Meeting at Which the School Wishes the Amendment Request to be Considered**
2. In order to complete and submit your request, you will need to meet the following minimum technology requirements:
 - a. A local copy of Microsoft Office Word 2007 and Microsoft Office Excel 2007
 - b. A local copy of Adobe Acrobat Standard or Professional or a third party PDF-creation solution that allows for converting, combining, and consecutively paginating files into portable document format
 - c. A local copy of Microsoft Office Project and Microsoft Office Visio or other software or a school-selected suitable web-based equivalent (e.g. Lucidchart for flowcharts) with the capacity to produce detailed Gantt charts, flowcharts, and explanatory graphics for inclusion in the Microsoft Word narrative or the requested attachments
 - d. Microsoft Internet Explorer Version 9 or above OR Google Chrome Version 40 or above
 - e. A reliable Internet connection
 - f. A laptop or desktop computer with at least 50 Mb of free space to store downloaded amendment request documents and local copies of your submission
3. Schools may upload amendment requests up to 5:00 pm PT on the due date. Once the request is submitted, schools will be unable to access, edit, or revise the documents.

Guidance and Resources for Applicants

Schools are encouraged to familiarize themselves with **current** Nevada law and regulations relating to charter schools. As Nevada's statutes and regulations are continuing to evolve, it is advisable to monitor and evaluate all changes to ensure that any proposed changes to the charter meet current expectations. The Authority does not have the capacity or the statutory authority to provide individual guidance or legal advice. Charter schools are encouraged to consult the Charter School Association of Nevada and an attorney who is well versed in charter school law for guidance in interpreting those elements of statute and regulation for which the Authority has not incorporated its policy expectations in this document.

Nevada Revised Statutes: NRS 386.490 et seq. contains the vast majority of law pertaining to charter schools: <https://www.leg.state.nv.us/NRS/NRS-386.html#NRS386Sec490>.

During the 2015 legislative session, the state adopted a number of reforms related to charter schools. Key bills which passed include:

- SB509: Balances additional operating flexibility for charter schools with broad changes in charter school authorizing and accountability:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB509_EN.pdf

- SB460: Provides for an accountability framework to evaluate the performance of a small subset of charter schools which have a mission to exclusively serve opportunity youth, students with disabilities, and other particularly vulnerable populations:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB460_EN.pdf
- SB208: Codifies existing minimum expectations regarding the notification of families when a new charter school is scheduled to open in a community and changes the expectations around recruiting and enrolling students: https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB208_EN.pdf.
- SB390: Permits but does not require charter schools to give admissions preference to students who attend overcrowded schools or underperforming schools within a 2 mile radius of a campus:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB390_EN.pdf
- SB200: Permits but does not require charter schools on military bases to give admissions preference to students of personnel residing on or employed by the military base:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB200_EN.pdf

Nevada Administrative Code: As a state with a biennial legislature, Nevada relies heavily on its regulatory framework to provide guidance on the interpretation and execution of its laws. The provisions of NAC 386.010 through 386.47 govern the administration of the state's charter school program: <https://www.leg.state.nv.us/NAC/NAC-386.html>.

The state adopted a number of changes to the NAC regarding charter schools during the 2014 interim. Most of these modifications reflect the creation of the SPCSA in 2011 and the creation of a charter school accountability system in 2013. Some of these changes have not yet been codified into the existing NAC:

- R036-14A: <http://www.leg.state.nv.us/Register/2014Register/R036-14A.pdf>
- R069-14A: <http://www.leg.state.nv.us/Register/2014Register/R069-14A.pdf>
- R075-14A: <http://www.leg.state.nv.us/Register/2014Register/R075-14A.pdf>
- R076-14A: <http://www.leg.state.nv.us/Register/2014Register/R076-14A.pdf>

Due to the legislative changes during the 2015 session, schools should anticipate that many of these regulations will be revised to reflect the most current law during the fall of 2015 and all of 2016 as Nevada continues to adopt best authorizing and oversight practices and policies from other leading charter school states. This amendment request document is one of the first efforts to incorporate those changes.

Pursuant to SB509, the Authority may require that schools enter into amended and restated charter contracts as a condition of granting an amendment; this mechanism allows us to require schools to develop additional technical amendments and contractual changes as statutory and regulatory requirements evolve.

Additional Guidance and Resources for Schools

The Nevada charter school movement and the SPCSA have undergone dramatic changes in the past four years as a result of legislative changes in the 2013 legislative session and the sweeping education reforms adopted during the 2015 legislative session. As noted above, the policy and operating

landscape for charter schools has undergone significant shifts, including some changes which have yet to be codified into regulation and standard practice.

In light of these changes and the Authority board's deep commitment to accountability and continuous improvement, the expectations and standards for charter application approval and for ongoing operation and expansion have continued to evolve and our process has become increasingly more rigorous. Consequently, schools are strongly cautioned against excessive borrowing of language from "boilerplate" Nevada charter application material and sample resources that are widely available on the internet, including legacy materials on a variety of state web sites, including documents maintained for a subset of existing schools on the SPCSA website.

Schools are encouraged to avoid quoting entire statutes or regulations, or including documents that could just as well be referred to rather than provided in their entirety in the application. Do not simply print materials off the Nevada Department of Education's website or the State Public Charter School Authority's website for inclusion in the amendment request; the Review Team can access those websites if necessary. Including documents and statutes and regulations in their entirety will result in an unmanageably large submission. Rather than quoting or including the entire text of statute, regulation and/or documents in the application, include only relevant excerpts or summarize the statute, regulation or document. Do not hesitate to provide citations of relevant statutes or regulations along with a thoughtful, original discussion of **how** the school intends to implement the requirements of the law, regulation, or process in a way which is **fully aligned** with the mission, vision, and program outlined in the application. In designing their policies, processes, and procedures, schools are encouraged to consider the who, what, where, when, and why for each element in the school's operating system.

Overview of the Spring 2016 Expansion Amendment Cycle

It is important to note that in contrast to other statewide independent charter school board authorizers with similarly sized portfolios, the SPCSA currently has very limited staff approved to manage school communications, the charter application process, the amendment request process, the pre-opening process for new charter schools and new campuses, performance management of existing charter contracts, or the process for renewing and closing charter schools based on performance issues. All State Public Charter School Authority employees other than the Director are primarily funded as either state agency fiscal support staff or as staff to the agency's district-like local education agency funding. Consequently, schools are cautioned that timelines for review and feedback may be subject to change or modification.

Section III: Request for Amendment

CAMPUSES OPENING FALL 2016 AND BEYOND

Please submit an amendment request that addresses the following questions / issues.

There are no page limits for individual.

Please keep in mind that your amendment request is a professional document. The quality of the document that you submit should reflect the quality of the school that you propose to expand. Review teams will be able to navigate well-organized, effectively edited documents easily, thereby focusing their energy on reviewing the content of each application. Grammar, spelling, and formatting all make an impression on a reviewer. Responsive answers are critical: ensure that you have fully answered the question and have thoroughly researched the relevant section of law, regulation, and policy. Organization and clarity are essential: use of appropriate cross-referencing by page number and, where appropriate, sub-section headings to linked areas of the application when elaborating on or demonstrating alignment to a key strategic element of the proposal will limit the possibility that an essential point is missed by a reviewer due to a lack of clarity and specificity.

EXECUTIVE SUMMARY

4 Page Limit

Provide a brief overview of your school, including:

- An overview of the mission and vision for the school

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.

- A list of the current school campuses and any relocated or consolidated campuses proposed in this amendment request

8377 W PATRICK LN
LAS VEGAS, NEVADA 89113

Our Las Vegas 2 campus opened in the fall of 2015. Originally planned as the first campus in Las Vegas, construction timelines led us to open the Las Vegas 1 campus on Oakey Blvd while we continued to push forward on our new building. This campus houses 1040* students. A second was completed Summer of 2016 that will increase the student capacity to over 1300* students.

- Identify the school's "founding campus" with the Roman numeral I, the second approved/proposed campus with the Roman numeral II, etc. For the sake of clarity, please also identify the local/marketing name of each campus (e.g. Charleston Campus, South Reno Campus, etc.) in parentheses.

I. 6000 W. OAKLEY BLVD (Oakley/Las Vegas 1) - this was our temporary location (2 years) while we awaited completion of the campus outlined in our application.

II. 8377 W PATRICK LN (Las Vegas 2) - this is the permanent school location outlined in our approved charter application.

- Proposed facility and target communities

The facility on Patrick is our facility, and our target communities are K-10 students in the local area, expanding to grade 11 in 2016-17 and K-12 in 2017-18.

- The outcomes you expect to achieve at the new location

To consolidate all of our resources into one campus in order to streamline our efforts and increase the quality of results

- The key components of your educational model for the relocated school

Our school's mission is to ensure each student achieves maximum academic success by teaching skills to mastery levels, imparting valuable knowledge, transmitting the common culture that binds us as a nation, and exposing children to supreme examples of artistic and intellectual achievement.

American Preparatory Academy High School provides an academically rigorous liberal arts education that prepares students for advanced study at the university level, thereby developing conscientious, confident citizens who think clearly, are effective proponents of those thoughts and are actively involved in the building and governing of society.

Our Elementary School program utilizes Direct Instruction, Reading Mastery, Connecting Math Concepts, Spelling Mastery, and other Direct Instruction programs. Saxon Math is used in grades 3-8. The CHAMPS program is used for classroom and school-wide behavior management. The Core Knowledge curriculum is used school wide through Grade 8. Shurley English, Wordly Wise Vocabulary and High Performance Writing are supplemental language arts programs. Monart drawing is the art curriculum.

American Prep utilizes achievement grouping in the teaching of reading, spelling and math through grade 6. This means that all students are assessed and placed into groups that will allow them to be taught at exactly the correct instructional level. These "fluid groups" are composed of approximately 5-15 students, and are continually assessed to ensure the proper placement of each student.

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

The approach of our leadership team is to consolidate all of our resources into one campus in order to streamline our efforts and increase the quality of results

- Key supporters, partners, or resources that will contribute to your relocated school's success

Key supporters, partners, or resources that will contribute to your relocated school's success are parents, staff members and members of the community.

MEETING THE NEED

TARGETED PLAN

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

We will be serving our current student body and families.

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

We will be serving the population outlined in our original charter, and as such are meeting the needs of the community and aligning with the mission of the SPCSA.

STRATEGIC PLANNING

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

- a. Inability to secure facilities/facilities financing;
- b. Difficulty raising philanthropic funding to support the relocation or consolidation in the new location;
- c. Insufficient talent pipeline/difficulty transferring and recruiting faculty to the new location;
- d. Insufficient leadership pipeline/difficulty transferring and recruiting school leaders to the new location;
- e. Misalignment between the needs of the school which are prompting the relocation or consolidation and the needs of parents who may have selected the current campus due to geographic considerations
- f. Ambiguous student performance outcomes and the need to curtail expansion if performance drops.

The facility is complete; we have a certificate of occupancy. The building is ready for school to commence.

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

This is our first school experience. This is why we hired a management company to navigate this process.

PARENT AND COMMUNITY INVOLVEMENT

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

Parents have assisted the school in moving furniture, fixtures and curriculum to the new school.

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

We have been in constant communication with parents/families to provide an orderly transition to the new campus. We provide weekly tours to parents and prospective families to establish buy-in and to learn parent priorities and concerns. Also according to our parent-student handbook we have maintained our regular communication channels for parents to express concerns with staff.

- (3) Describe how you will engage parents in the life of the relocated or consolidated campus (in addition to any proposed governance roles). Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement during what will be a challenging time for many parents. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents.

We request that families offer 20 volunteer hours throughout the school year to ensure parental engagement and involvement. During the transition parents have been asked to help move furniture, fixtures, and curriculum to the new campus. Also our parents and families are invited to attend the board meetings, which are held monthly to provide input to the governing board.

- (4) Discuss the community resources that will be available to students and parents at the relocated or consolidated campus. Describe any new strategic partnerships the relocated or consolidated campus will have with community organizations, businesses, or other educational institutions that are part of the school's core mission, vision, and program to support this transition.

This does not apply as the transition is complete.

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

We have provided outreach to the local community through information meetings, our website and other local advertising. Our monthly board meetings are open to the public, and we have utilized social media (facebook, etc.) to provide information and increase awareness and to receive feedback for/from the local population. These are the strategies that we have implemented to learn from and engage the neighborhood, community and city/county.

- (6) Identify any organizations, agencies, or consultants that are partners in planning and relocating or consolidating the campus, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the campus development.

Our educational management organization (American Preparatory Schools) was our primary partner in planning and consolidating the campuses, through human resource management, financial planning, negotiating a lease and aiding in construction. The Elm Group provided architecture and building plans for the new facility and Vectra Bank provided financing.

PRE-KINDERGARTEN PROGRAMS (All Operators Currently Operating or Proposing to Operate Pre-K)

A charter school that wishes to provide pre-kindergarten services to students who will later enroll in its K-12 programs must apply separately to the Nevada Department of Education to offer education below the kindergarten level following charter approval. Approval to offer pre-kindergarten cannot be guaranteed. Consequently, revenues and expenditures related to pre-kindergarten should not be included in the initial charter application budget. Please note that state-funded pre-kindergarten programs are not directed through the state Distributive Schools Account for K-12 education. In addition to a limited amount of state pre-kindergarten funding available through the Department of Education, the SPCSA is also a sub-recipient of a federal grant to expand early childhood services in certain high-need communities through programs approved by NDE. Applicants are encouraged to review resources available at http://www.doe.nv.gov/Early_Learning_Development/. For applicants who do not propose to offer pre-kindergarten, please provide a brief statement explaining that the questions in this section are not applicable.

- (1) Identify whether the school plans to offer pre-kindergarten in the first year of operation at the new/consolidated campus or in any subsequent year of the charter term.

American Preparatory Academy will not be offering any pre-kindergarten services in the first year of operation or any subsequent year of the charter term.

- (2) Identify whether the school will offer fee-based pre-kindergarten services. If the school does plan to offer fee-based pre-kindergarten, explain how the school will ensure that parents will be informed both initially and on an ongoing basis that both state and federal law preclude a K-12 charter school from giving admissions preference to students to whom it has previously charged tuition.

American Preparatory Academy will not be offering any pre-kindergarten services in the first year of operation or any subsequent year of the charter term.

- (3) Describe the school's plans for ensuring that the pre-kindergarten program aligns with the mission, vision, and program of the school's other grades and meets all other state requirements.

This does not apply American Preparatory Academy will not be offering any pre-kindergarten services in the first year of operation or any subsequent year of the charter term.

- (4) Explain how the school's proposed pre-kindergarten program may meet the federal pre-kindergarten expansion grant criteria.

American Preparatory Academy will not be offering any pre-kindergarten services in the first year of operation or any subsequent year of the charter term.

OPERATIONS PLAN

(1) Organization Governance Structure & Board Development:

- (a) Describe how the organization's governance structure will adapt to oversee and support the transition plan. Include any impact on: (1) the composition of the Board, the Board's roles and responsibilities, and the Board's development priorities and (2) the Board's relationship to individual campus(es).

The transition will not impact on the composition of the Board, and will not change the Board's relationship to individual campus(es).

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

As stated in original application, the current membership and expertise of the Board is as following:

Lee Iglody - Juris Doctor

Jonathan Gardner - MBA

Jen McLeod - Certified Teacher

Rachel Lillian - Teacher

Paris Bayardo – Personnel, Business and Finance

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

There are no Board development needs required for this transition.

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

APA Bylaws, section, 5.2.c, provides:

Prohibited Directors. Notwithstanding the above, (i) the Board of Directors shall not include more than two individuals who represent the same organization, business or otherwise represent the interests of the same business or organization; (ii) a director shall not be an employee of the Board

of Directors or the School, including, without limitation, an administrator or teacher; (iii) a director shall not be a contractor of the Board of Directors or the School; (iv) if a director serves as a director or as a representative of a nonprofit organization or business, no other director shall serve as a representative of such organization or business or represent the interests of such organization or business; (v) the Board of Directors shall not include any two related members (by birth or marriage) at any time; and (v) the Board of Directors shall not consider any director nomination from any contractor of the school, especially any educational management organization.

(2) Organization Charts and Decision-Making Authority:

(a) Provide the following organizational charts:

- *Current*
- *Vision for school in three years (clearly identify both campuses requested in this amendment request as well as any additional campuses operated by the school)*
- *Vision for school in six years (clearly identify both campuses requested in this amendment request as well as any additional campuses operated by the school)*

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

APS schools have successfully replicated and American Prep Schools (APS) currently manages 6 campuses utilizing the following management plan.

The Leadership Team at the school is comprised of 4 individuals who are employees of APS:

1. Administrative Director
2. Academic Director
3. Elementary Director
4. Secondary Director

The school's "Core Business" is Academic Achievement and Character Development for each student. Therefore, the management structure is created to ensure that the Academic Director has the optimal opportunity to carry out their work. The School Director and Business Manager have as their primary objective the task of "clearing the way" for the Academic Program to be implemented at maximum efficacy by the Academic Director, with the assistance of the Elementary and Secondary Directors.

The School Director (SD) and Business Manager (BM) work together to manage and facilitate all non-academic functions of the school. Together they develop the budget and approve purchases. The Business Manager is responsible for fiscal policy development and implementation of GAAP and all other finance policies. The SD and BM are jointly responsible for legal compliance with all rules and regulations that apply to the school. The SD and BM sit on the hiring committee.

On a daily basis, the Academic Director (AD) leads the instructional programs at the school. The AD is the Instructional Leader, and this position requires a Nevada Administrative Certificate or comparable experience. The AD develops curriculum in consultation with APS, implements the academic program school-wide, sits on the hiring committee, and is the Lead Instructional Coach. The Elementary Director (ED) and Secondary Director (SD) oversee academic and administrative functions in their respective grade levels.

At the school level, the organization of leadership and communication is clear and defined and led by the following three Directors:

Title	Role/Responsibility	Critical Skills/Experience
<p>School Principal</p> <p>Reports directly to the APA-Las Vegas Governing Board (NAC 386.403).</p>	<p>Oversee all non-academic administrative functions of school</p> <p>Team with BM on finance and budget functions</p> <p>Supervision of school support staff (secretarial)</p> <p>Establishment of policies and procedures relating to non-academic areas such as enrollment, registration, attendance, carpool, weekly communication with parents, state reporting, nutrition programs, calendar development, and implementation of administrative policies and procedures.</p> <p>Legal and regulatory compliance</p>	<p>Organization Leadership</p> <p>Compliance Management</p> <p>Public Relations</p> <p>Budget oversight</p> <p>Team Building</p> <p>Technology Skills (word processing, spreadsheets, powerpoints)</p> <p>Preferred Qualifications/Experience:</p> <p>Youth Leadership and mentoring</p> <p>Public Speaking</p> <p>Understanding of development of laws/rules and interest in being involved in legislative process/advocacy</p>
Business Manager	<p>Oversees all financial and accounting functions of the school</p> <p>Oversees all operations sectors of the</p>	<p>CPA preferred</p> <p>BS in finance or accounting or related</p>

Reports directly to the Governing Board.	<p>school: custodial, maintenance, carpool, safety, emergency management.</p> <p>Policy and procedure development and implementation for all finance/operations sectors</p> <p>Legal compliance with all state laws and regulations governing</p>	<p>Organization Leadership</p> <p>Budget development</p> <p>GAAP compliance experience</p> <p>Audit management</p>
<p>Academic Director</p> <p>Reports directly to the Executive Director.</p>	<p>Oversees the Academic Programs of the school.</p> <p>Supervises the Elementary Director and Secondary Director</p> <p>Supervises teaching staff at the school</p> <p>Manages Teacher licensing</p> <p>Teacher recruitment – sits on the hiring committee</p> <p>Student assessment and placement into instructional classes</p> <p>Curriculum development and implementation</p> <p>Communication regarding academic issues with teachers and parents</p> <p>Organization of school schedule.</p>	<p>Teacher license and/or Administrative License in Nevada or other state</p> <p>Classroom teaching experience</p> <p>Direct Instruction training and experience</p> <p>Core Knowledge training and experience</p>

(3) Describe the proposed organizational model for the campus and the school as a whole.

See Attachment A

(4) Describe the leadership team's individual and collective qualifications for implementing the transition plan successfully, including capacity in areas such as:

- (a) Facilities development;
- (b) School leadership;
- (c) School business operations and finance;
- (d) Governance management and support to the Board;
- (e) Logistics and transportation;
- (f) Parent and community engagement both to maximize the number of students who relocate to the new/combined facility and to backfill any vacancies that result.

All the above items are addressed in our management contract with American Preparatory Schools. See **Attachment B**

- (5) What systems are in place in your leadership team structure to ensure redundancies in knowledge and skill?

This is included in the services provided by the management company.

STUDENT RECRUITMENT AND ENROLLMENT

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

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

We meet all the mandates from SB208 have not had to do any recruitment in relocating our facility. Students attending the Oakey campus are offered enrollment at the Sunset campus. After enrolling all Oakey students and siblings, our seats have been filled. We are not giving admissions preference based on NRS 386.580 or SB390. We are not giving preferences; our enrollment is full with the consolidation of both campuses.

- (2) Provide a detailed discussion of the school's track record in recruiting and retaining students that reflect the ethnic, socio-economic, linguistic, and special needs diversity of the current charter school and each campus to at least the level reflected by the attendance zones where the charter

school currently operates facilities. Please provide the school's past enrollment and retention performance for all years since the inception of the school broken out by race, ethnicity, language other than English, disability and 504 status, and eligibility for free and reduced priced lunch both as a school and in comparison to the school's current zoned schools.

This information is included in the State Accountability Report Card. **See Attachment C**

- (3) Detail how the school's programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a weighted lottery¹ which provides additional opportunities for specific target populations to be admitted to the school in a manner consistent with state and federal law; and (5) other enrollment policies and strategies which have had a demonstrated track record of success in dramatically increasing the diversity of student populations in a high achieving charter school to at least the poverty, disability, and ELL profile of the zoned school.

Not applicable as we are not adding new students. New student recruitments meet the demands of SB208.

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

We continually accept applications, and we fill seats as they become available.

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

The enrollment target is based upon our annual budget.

Our re-enrollment rate target is 80%. Our school model is very rigorous and unique and we are not alarmed if students or families determine it is not their first choice after experiencing it for a period

¹ See <http://www.publiccharters.org/wp-content/uploads/2015/09/CCSP-Weighted-Lottery-Policy-factsheet-updated-GS-8-27-2015-2.pdf> for one possible approach in this evolving area of charter school policy.

of time. Because we have extensive waiting lists, we are not in danger of failing to fill our seats and meet our financial obligations. We work hard to provide prospective parents with all the information they need to make an informed choice, but sometimes it is difficult for families to really know what APA is like until they try it, and sometimes they find it is not a good fit for their child. This results in a higher than may be expected student turnover rate. Each family is asked to complete an exit interview and form so we can learn why each family who decides to not return, or to withdraw at any time, made that choice.

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

We conduct ongoing trainings with all enrollment staff, and we meet weekly to oversee the process.

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

This will be our 3rd year of operation so our current recruitment plan is in place and ongoing. We recruit students through signs in the communities we serve and internet marketing. We do very little recruiting due to long wait lists at this point in time.

- (8) Complete the following tables for the new campus in 2017-18 (If campus will relocate/consolidate in 2016-17, please adjust the tables accordingly).

(a) Minimum Enrollment

Grade Level	Number of Students					
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Pre-K	0	0	0	0	0	0
K	98	98	75	75	75	100
1	160	93	90	75	75	75
2	160	155	90	90	75	75
3	160	155	90	90	90	75
4	128	155	150	90	90	90
5	192	124	150	150	140	90
6	160	155	150	150	140	140
7	128	124	124	120	145	120
8	96	124	124	120	120	140
9	64	93	124	120	145	150
10	64	62	124	120	145	150
11	32	62	93	120	120	150

12	0	33	62	90	90	124
Total	1442	1433	1446	1440	1445	1469

(b) Planned Enrollment

Grade Level	Number of Students					
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Pre-K	0	0	0	0	0	0
K	100	100	75	75	75	100
1	160	93	93	75	75	75
2	160	155	93	93	75	75
3	160	155	93	93	90	75
4	128	155	155	93	90	90
5	192	124	155	150	140	90
6	160	155	155	150	140	140
7	128	124	124	150	140	120
8	96	124	124	124	120	140
9	64	93	124	124	150	150
10	64	62	124	124	150	150
11	34	62	93	124	124	150
12	0	33	66	93	99	124
Total	1446	1435	1474	1468	1468	1469

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

Grade Level	Number of Students					
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Pre-K	0	0	0	0	0	0
K	100	100	75	75	75	100
1	165	99	96	75	75	75
2	165	160	96	93	93	75
3	165	160	96	93	93	93
4	130	160	160	93	93	93
5	198	124	155	155	155	93
6	165	160	155	155	155	155
7	132	124	124	155	124	155
8	99	124	124	124	124	130
9	66	99	124	124	124	130
10	66	66	124	124	124	130
11	33	66	93	124	124	130
12	0	33	62	93	124	124
Total	1484	1475	1484	1483	1483	1483

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

The rationale for the number of students and grade levels is based on our facility and budget. It fully aligns with our year 3 projection. The growth plan for following years is based on the previous year's enrollment, classroom availability, and projected attrition.

BOARD GOVERNANCE

- (1) Explain the governance philosophy that will guide the board, including the nature and extent of involvement of key stakeholder groups in making decisions which impact students and families.

The board holds regular meetings that are publicized to parents in weekly newsletters. Parents are invited to attend and address the board at any meeting. Parents are also invited to communicate needs at any time with the board through the parent advocate who is serving on the board.

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

Applicants to become a member of the board must provide a resume and disclose any connection to the school and its EMO. In addition, the members of the board provide an annual conflict of interest statement, attached.

No changes were made to the Bylaws, Code of Ethics or Conflict of Interest Policy preceding the consolidation as they are all in accordance with all statutory and regulatory requirements.

See Attachment D

- (3) Identify any existing, proposed, or contemplated relationships that could pose actual or perceived conflicts if the relocation/consolidation request is approved, including but not limited to any connections with landlords, developers, vendors, or others which will receive compensation or other consideration directly or indirectly from the school. This includes any relationship within the third degree of consanguinity or affinity between a board member or school employee and any party who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. Discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts, including the new requirements of a Code of Ethics in SB509 and the nepotism regulations applicable to charter schools.

We do not know of any existing, nor do we expect any actual or perceived conflicts regarding the relocation.

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

No advisory bodies or councils are necessary regarding the relocation as the board members is managing this process directly.

- (5) Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school related to the relocation or consolidation.

We ask all of our families to follow our Communication Policy as found in our Parent/Student Handbook. This directs them to bring their questions or concerns to the person who can best address them..

Channels of Communication

Members of the American Preparatory Academy community who have a question, concern, feedback, or a need for information will identify the person best able to answer their question or concern or most logically to hear their feedback and will approach that person in a positive manner. We have established a clear communication channel through which we invite you to bring any concerns or questions you may have. The persons listed are in order of those you should address your concern to first, next, etc.:

Academic, Behavioral, or other Concern, K-3

1. Child's Classroom Teacher - (even for groups issues) - firstname.lastname@apavegas.org
2. Lower Elementary Director – Christy Campbell – christy.campbell@apavegas.org
3. Administrative Director – Wendy Swenson – wendy.swenson@apavegas.org
4. District Lead Administrator – Rachelle Hulet – rachelle.hulet@apavegas.org
5. Parent Advocate – parentadvocate@apavegas.org

Academic, Behavioral, or other Concern, 4-6

1. Child's Classroom Teacher - (even for groups issues) - firstname.lastname@apavegas.org
2. Upper Elementary Director – Lindsay Campbell – lindsay.campbell@apavegas.org
3. Administrative Director – Wendy Swenson – wendy.swenson@apavegas.org
4. District Lead Administrator – Rachelle Hulet – rachelle.hulet@apavegas.org
5. Parent Advocate – parentadvocate@apavegas.org

Special Education Concern, K-3

1. Child's Classroom Teacher – first name.last name@apavegas.org
2. Lower Elementary Director – Christy Campbell – christy.campbell@apavegas.org
3. Special Education Case Manager – Theresa Musil theresa.musil@apavegas.org or Laura Anderson - laura.anderson@apavegas.org
4. Special Education Director – Lindsay Campbell – lindsay.campbell@apavegas.org
5. District Director – Carolyn Sharette – csharette@apamail.org
6. Parent Advocate – parentadvocate@apavegas.org

Special Education Concern, 4-6

1. Child's Classroom Teacher - teacher's first initial lastname@apavegas.org
2. Upper Elementary Director - Lindsay Campbell – lindsay.campbell@apavegas.org
3. Special Education Case Manager – Theresa Musil Theresa.musil@apavegas.org or Laura Anderson laura.anderson@apavegas.org
4. Special Education Director- Lindsay Campbell – Lindsay.campbell@apavegas.org
5. District Director - Carolyn Sharette – csharette@apamail.org
6. Parent Advocate – parentadvocate@apavegas.org

Facility or Safety Concern, Carpool

1. School Secretary – Tiffany Banda - tiffany.banda@apavegas.org
2. Administrative Director – Wendy Swenson - wendy.swenson@apavegas.org

For example: If a parent has a question related to instruction or that relates to the classroom in any way, the classroom teacher should be the first person to whom the parent would go seeking information or resolution. If the parent does not feel their concern has been resolved by the teacher, they should ask the teacher for a meeting with an Administrator. If the parent desires, they may ask the school secretary for an appointment with the Director directly if they feel their concern would best be addressed at that level and they have already tried to address it with the teacher and are uncomfortable asking the teacher for an administrative conference. If the parent feels the Director has not sufficiently resolved their concern, they may bring their concern to the parent advocate member of the Governing Board. This may be done by emailing parentadvocate@apavegas.org.

If a member of the community is unclear who the best person is to answer their question or concern or hear their feedback, they may ask a member of the administrative staff, beginning with one of the school secretaries.

SERVICES

- (1) Provide a description of how the school leadership team will support operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below. In this space and in the finances section, demonstrate how you will fund the provision of these services.
 - (a) Transportation: Describe your plans for providing student transportation. If the school will not provide transportation, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance for students whose parents may have selected the former campus due to transportation accessibility.

We will not be providing transportation. We provide support to families through facilitating carpool plans and connecting families who live near each other so they can make carpool arrangements.

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

We provide no food services. Parents are notified when they apply for enrollment that our school provides no food services. We have a significant waitlist despite this fact, and we anticipate being able to fulfill our enrollment projections.

- (c) Facilities maintenance (including janitorial and landscape maintenance) for the new/consolidated facility.

Janitorial and landscape maintenance will continue as is presently constituted.

- (d) Safety and security (include any plans for onsite security personnel) for the new/consolidated facility.

Visitors are required to check in at the main office. All doors remain locked at all times, with the exception of the main entrance. The school is also equipped with a comprehensive video and audio surveillance system.

FACILITIES

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

The management company has over a decade's worth of experience in facilities acquisition and development. They have built-out and renovated two campuses in two states, and have overseen total construction of four additional campuses in Utah and Nevada. All of their previous campuses have opened on-schedule and on budget.

- (2) Detail the school's plan for the future of the facility which it is vacating, identifying all tasks, activities, and costs related to vacating the facility, including moving expenses, lease termination, subletting, or sale of the facility. Describe contingency plans in the event that any sublease or other critical path assumption falls through.

The facility is not owned by the school The lease agreement was a 2 year term. We will ensure that when vacated, the property will be left in excellent condition according to all requirements of the lease.

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

The governing board of APA - Las Vegas is responsible for acquiring and maintaining the school facilities and they accomplish this via management agreement with APS.

- (4) If a proposed facility has been identified and requires no construction or renovation prior to the commencement of instruction, please provide:

- (a) The physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4
 - (b) A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5
 - (c) A copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet as Attachment 6
 - (d) The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any familial or business connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7
 - (e) A copy of the Certificate of Occupancy at Attachment 8
 - (f) Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as Attachment 9
 - (g) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10
- (5) If a proposed facility has not been identified or the proposed facility requires any construction or renovation prior to occupancy by the full student body, please provide:
- (a) Either a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit the documentation required in 1(a) for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 4 **OR** the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4

This is not applicable as the facility is currently in operation and construction has been completed. A complete certificate of occupancy has been received.

- (b) Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 5 **OR**, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5

The facility and supporting budget was approved by the SPCSA, along with the expansion. The expansion is complete, we have a C of O and the transition is complete. The lease was approved according to state law and rule, submitted in December of 2014.

- (c) Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 6 **OR**, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance that the school will submit final documentation in compliance with NAC 386.3265 as Attachment 6

The premises leased consists of approximately 6.45 acres of land and approximately 116,476 square feet of Charter School space. The school is not acquiring the facility at this time and will only be leasing the facility.

- (d) Either a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 7 **OR**, If a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7

The facility was approved in our original application, along with the expansion which would take place in year 2. We are beginning year 3; the expansion is complete, we have a C of O and the transition is complete.

- (e) A detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 8

This is not applicable as construction has been completed.

- (f) A detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 9

This is not applicable as construction has been completed.

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

See Attachment 10

We are already occupying our building and have completed all inspections.

- (6) For schools which are seeking to occupy multiple facilities over several years, please list the number of facilities you project operating in each of the next six years and identify all potential target jurisdictions at the county and municipal levels, including any unincorporated areas.

- (a) Describe the strategy and process for identifying and securing multiple facilities, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, bond or third party financing, etc.
- (b) Charter school facilities must comply with health and safety requirements and all other mandates prescribed in statute and regulation. In addition, charter schools must be prepared to follow applicable county and municipal review procedures which vary significantly between jurisdictions. Schools are expected demonstrate that they have thoroughly researched the different local requirements and adjust their permitting, construction, and inspection timelines accordingly. Discuss the research and planning that has occurred to date for each of the targeted jurisdictions, including both municipalities and unincorporated areas. Provide documentation of the current inspection and approval processes and timelines for the state, municipal, or county agencies within your proposed jurisdictions which will issue each Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of Attachment 8. Provide documentation of building, fire, safety, health and sanitation code compliance inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all such code inspections within your proposed jurisdictions, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of Attachment 9.

This section is not applicable to our school or this relocation.

- (7) Please include the organization's plans to finance these facilities, including:
 - (a) Total project cost for each facility
 - (b) Financing and financing assumptions
 - (c) Total facility costs that the financial model can handle – debt service + lease + maintenance + utilities + etc. for each facility and for the network as a whole

We occupy this building under an approved lease.

ONGOING OPERATIONS

- (8) SPCSA schools coordinate emergency management with local authorities. Explain your process to create and maintain the school's Emergency Management Plan required by the State of Nevada. Include the types of security personnel, technology, equipment, and policies that the school will

employ. Who will be primarily responsible for this plan? Does the school anticipate contracting with the local school district for school police services at the new/consolidated facility? How will the school communicate with and coordinate with lead law enforcement agencies and other public safety agencies at the new/consolidated facility?

We currently have an Emergency Management Plan in place that has been submitted to the SPCSA, the DOE as well as the Department of Emergency Management.

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

Our current facility has all required insurance coverage as required by the State.

FINANCIAL PLAN

- (10) Provide a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative in. Include the following:
- (a) Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.
 - (b) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of Attachment 10. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.
 - (c) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.
 - (d) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.

The secured revenue we expect from the State of Nevada as the basic support per pupil amount per SB515 is: \$5,573. The secured supplemental support per pupil (this is the per pupil share of local taxes, etc.), from the district that we expect is: \$992. The above revenue projections can be found on page 2 of the budget in Attachment #10.

We have budgeted for expenses as outlined in Attachment #10 on page 4. Personnel and operating costs were estimated based on actual personnel employment at current contract rates. Operating costs were estimated on a cost plus growth model. Lease costs and educational management organization fees are in the budget at the contracted rates. As a contingency, if anticipated revenues are not received or are lower than estimated, personnel costs will be cut by releasing staff, specifically the paraprofessional staff.

- (11) Submit a completed financial plan for the proposed new/consolidated campus as Attachment 11. The format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

Please see Attachment 11

- (12) In the case of a multi-site school: submit, as Attachment 12, a detailed budget for the school at the network level. The format of this is left to the applicant's discretion but must be clear and

sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative.

This does not apply as we do not have a multi-site school.

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

This does not apply as we do not include any fundraising money into our budget.

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



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

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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.

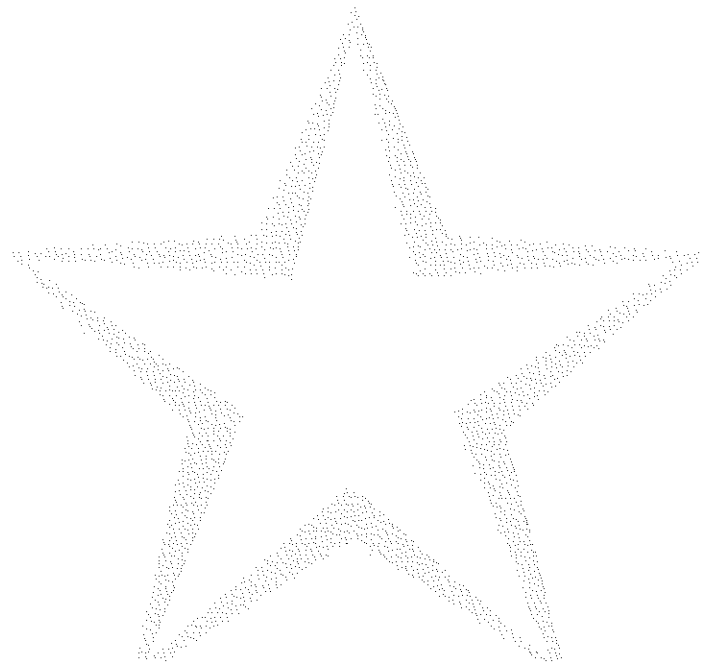
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Please let us know if you need any additional information from us. We thank you for your time, patience and guidance.

Sincerely,

Lee Iglody
Governing Board President



**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' 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 Sharrett
 Printed Name: Carolyn Sharrett

TENANT:

American Preparatory Academy, a Nevada Charter School

By: LH
 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)

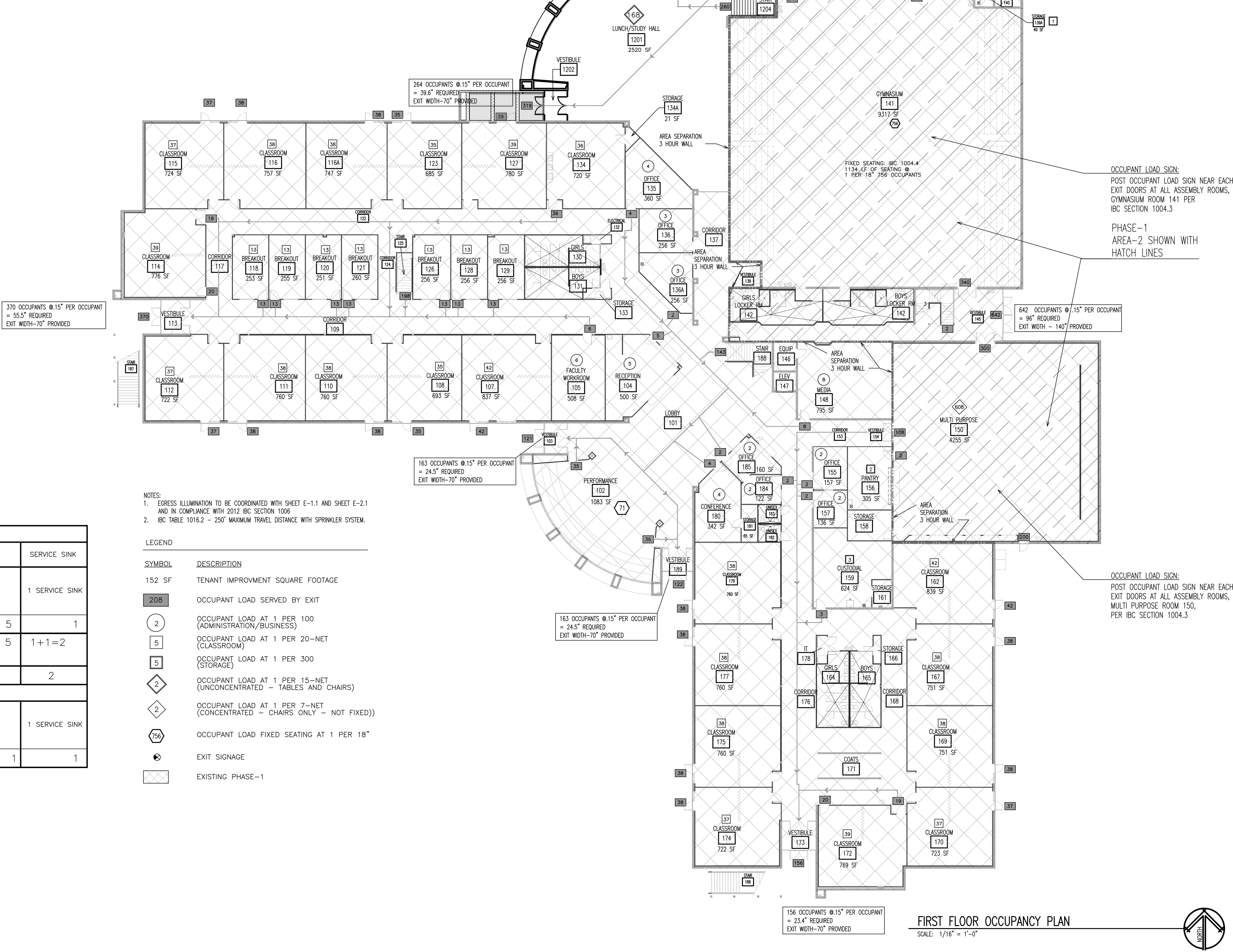
ROOM	ROOM NUMBER	OCCUPANT LOAD	TOTAL OCCUPANTS	ROOM	ROOM NUMBER	OCCUPANT LOAD	TOTAL OCCUPANTS
RECEPTION	104	1 PER 100	5	OFFICE	202	1 PER 100	2
FACULTY WORKROOM	105	1 PER 100	6	OFFICE	203	1 PER 100	2
OFFICE	135	1 PER 100	4	OFFICE	204	1 PER 100	2
OFFICE	136	1 PER 100	3	OFFICE	212	1 PER 100	1
OFFICE	136A	1 PER 100	3				
MEDIA	148	1 PER 100	3	SERVER	223	1 PER 100	2
OFFICE	144	1 PER 100	3	BUSINESS MGR	224	1 PER 100	2
OFFICE	155	1 PER 100	2	OFFICE	232	1 PER 100	1
OFFICE	157	1 PER 100	2	OFFICE	233	1 PER 100	3
CONFERENCE	180	1 PER 100	4	OFFICE	235	1 PER 100	2
OFFICE	184	1 PER 100	2	OFFICE	265	1 PER 100	2
OFFICE	185	1 PER 100	2	OFFICE	268	1 PER 100	6
				OFFICE	269	1 PER 100	2
CLASSROOM	107	1 PER 20 NET	42				
CLASSROOM	108	1 PER 20 NET	35	CLASSROOM	205	1 PER 20 NET	73
CLASSROOM	110	1 PER 20 NET	38	CLASSROOM	207	1 PER 20 NET	34
CLASSROOM	111	1 PER 20 NET	38	CLASSROOM	208	1 PER 20 NET	37
CLASSROOM	112	1 PER 20 NET	27	CLASSROOM	209	1 PER 20 NET	37
CLASSROOM	114	1 PER 20 NET	39	CLASSROOM	210	1 PER 20 NET	37
CLASSROOM	115	1 PER 20 NET	37	CLASSROOM	215	1 PER 20 NET	28
CLASSROOM	116	1 PER 20 NET	38	CLASSROOM	218	1 PER 20 NET	49
CLASSROOM	116A	1 PER 20 NET	38	CLASSROOM	219	1 PER 20 NET	35
BREAKOUT	118	1 PER 20 NET	13	CLASSROOM	220	1 PER 20 NET	41
BREAKOUT	119	1 PER 20 NET	13	CLASSROOM	222	1 PER 20 NET	18
BREAKOUT	120	1 PER 20 NET	13	CLASSROOM	226	1 PER 20 NET	49
BREAKOUT	121	1 PER 20 NET	13	CLASSROOM	241	1 PER 20 NET	46
CLASSROOM	123	1 PER 20 NET	35	CLASSROOM	242	1 PER 20 NET	39
CLASSROOM	126	1 PER 20 NET	13	CLASSROOM	243	1 PER 20 NET	37
CLASSROOM	127	1 PER 20 NET	39	CLASSROOM	247	1 PER 20 NET	72
BREAKOUT	128	1 PER 20 NET	13	CLASSROOM	249	1 PER 20 NET	38
BREAKOUT	129	1 PER 20 NET	13	CLASSROOM	250	1 PER 20 NET	37
CLASSROOM	134	1 PER 20 NET	36	CLASSROOM	251	1 PER 20 NET	39
CLASSROOM	162	1 PER 20 NET	42	CLASSROOM	261	1 PER 20 NET	36
CLASSROOM	167	1 PER 20 NET	38	CLASSROOM	262	1 PER 20 NET	38
CLASSROOM	169	1 PER 20 NET	38	CLASSROOM	263	1 PER 20 NET	38
CLASSROOM	170	1 PER 20 NET	37	CLASSROOM	264	1 PER 20 NET	38
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
				STORAGE	244	1 PER 300	1
PERFORMANCE **	102	18" PER LINEAR	71	STORAGE	245	1 PER 300	1
GYMNASIUM **	141	18" PER LINEAR	756	STORAGE	246	1 PER 300	1
STORAGE	139	1 PER 300	1				
STORAGE	139A	1 PER 300	1	CUSTODIAL	225	1 PER 300	1
PANTRY	156	1 PER 300	2	PANTRY	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	MULTI PURPOSE **	214	1 PER 15 NET	179
TOTAL OCCUPANT LOAD FIRST FLOOR			2365	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 1 PER 50	WOMEN (W)=233 1 PER 50	MEN (W) =233 1 PER 50	WOMEN (W) =233	1/100	1 SERVICE SINK
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 1 PER 125	WOMEN (W)=169 1 PER 65	MEN (W) =169 1 PER 200	WOMEN (W) =169	1/500	1 SERVICE SINK
REQUIRED		2	3	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	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	1
TOTAL REQUIRED		20+2+1=23	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	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	3



- NOTES:
- EGRESS 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

HS

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

revisions/adden

mark	date	comment
△		
△		
△		
△	06/23/15	ARCHITECTURAL COORD
△	06/23/15	PLAN CHECK LETTER 6
△		
△		
△		
△		
△		

THINKING SPACE
REGISTERED
No. 1640
Exp. 12/31/15
ARCHITECT
STATE OF NEVADA

BMC

5695 Meleod Dr, Las Vegas, NV 89120
www.bmcnv.com
NW55572 (B)(A)(B)(7)(19) UT #7084943-5501, OR#201739
A2#R0C25945 dba BDM Construction
p.702.454.973 f.702.454.3735

AMERICAN PREPARATORY ACADEMY

owner appro

initials	date	phase

project informat

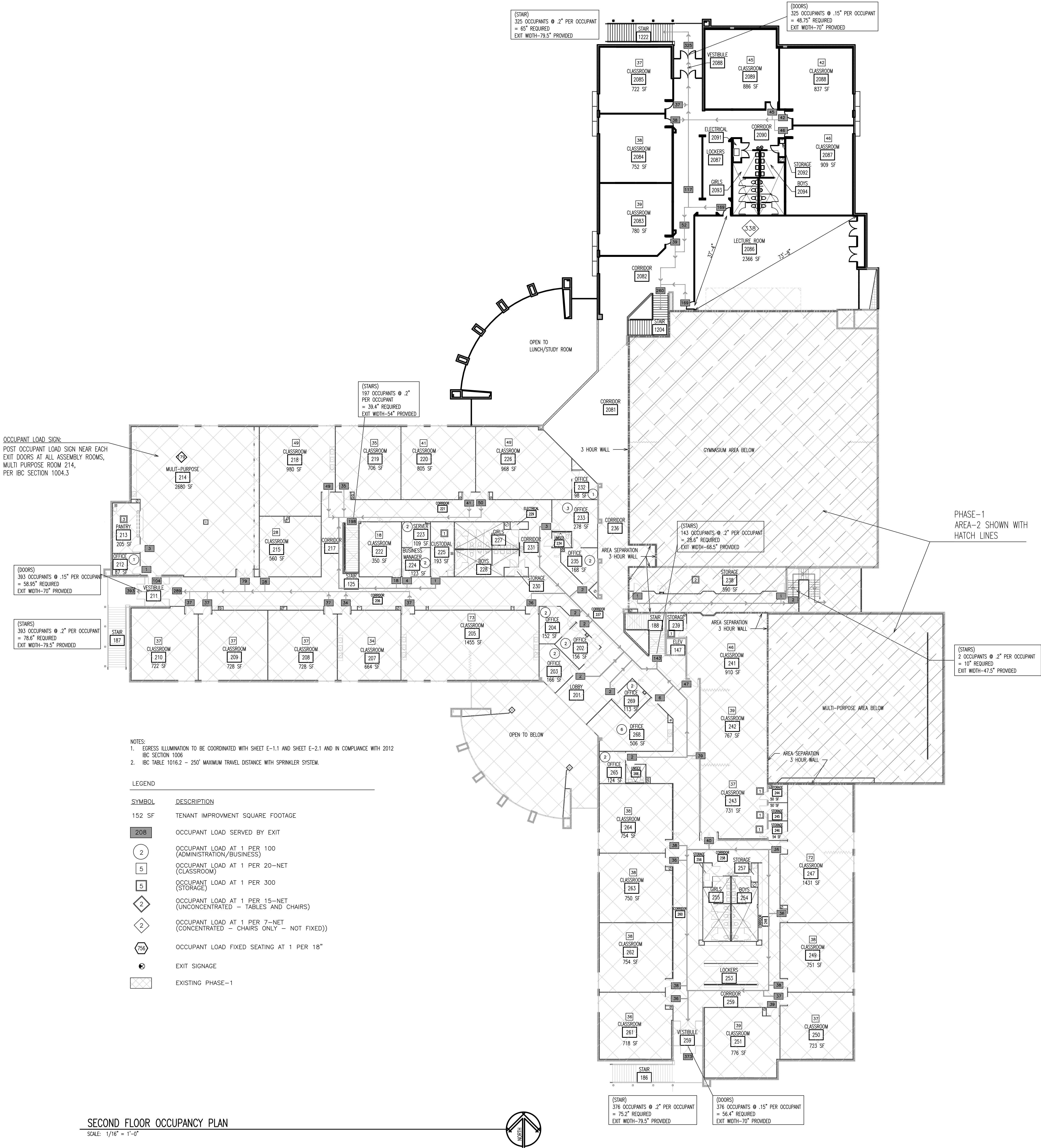
project no: 1500
dwg file: G003.I
drawn by: KLR,
checked by:
drawing scale: 1/16" = 1'
date: 05/29/2

sheet nar

FIRST FLOOR
OCCUPANCY /
EXITING PLAN

sheet num

G003



HS
1771 E FLAMINGO RD
SUITE A106
LAS VEGAS, NV 89119
admin@hawkus.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

HAWKUS 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/78178/UT #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, 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"
School District	2017	WEIGHTED Est. SY16-17 ADE	Subtotal	
Carson City	\$ 6,996		\$0	1,016.71
Churchill	\$ 6,813		\$0	1,064.23
Clark	\$ 5,573	1,401.6	\$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

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

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

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(4) 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

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
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

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

	(1)	(2)	(3)	(4)	(5)
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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 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	BUDGET YEAR ENDING 06/30/17		AMENDED FINAL APPROVED
	TENTATIVE 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

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

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American Preparatory Academy - Las Vegas

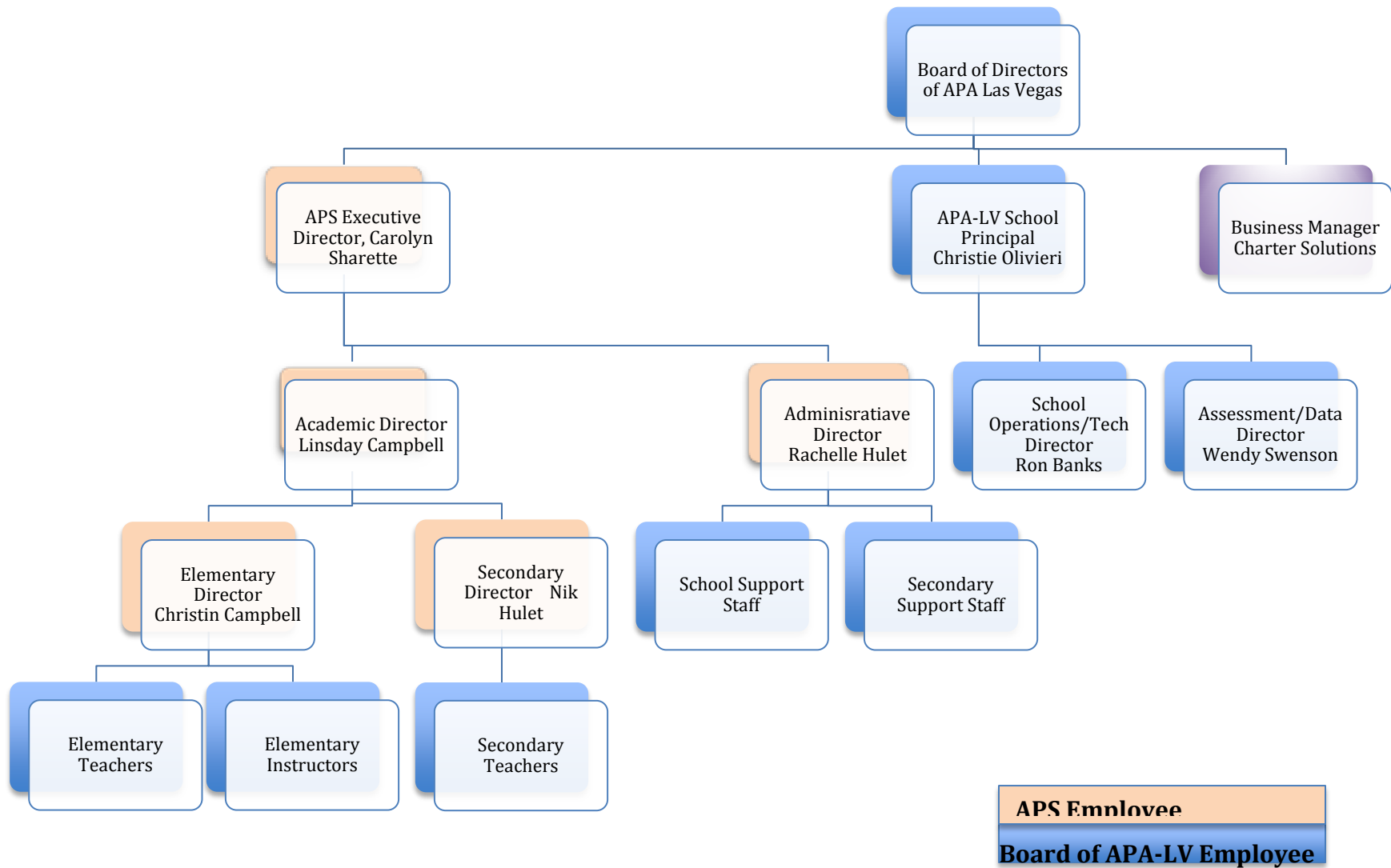
CASH FLOW STATEMENT

2016-2017	PROJECTED July	PROJECTED August	PROJECTED September	PROJECTED October	PROJECTED November	PROJECTED December	PROJECTED January	PROJECTED February	PROJECTED March	PROJECTED April	PROJECTED May	PROJECTED June	Total Projected	Final Approved Budget	Variance
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	\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
Total Expenses	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 8,499,684.63	\$ 8,499,684.63	\$ -
Total Expenses Y-T-D	\$ 708,307.05	\$ 1,416,614.11	\$ 2,124,921.16	\$ 2,833,228.21	\$ 3,541,535.26	\$ 4,249,842.32	\$ 4,958,149.37	\$ 5,666,456.42	\$ 6,374,763.47	\$ 7,083,070.53	\$ 7,791,377.58	\$ 8,499,684.63	\$ 8,499,684.63	\$ 8,499,684.63	\$ -
Percent of Budget	8.33%	16.67%	25.00%	33.33%	41.67%	50.00%	58.33%	66.67%	75.00%	83.33%	91.67%	100.00%			

Projected Cash Balance Statement

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	\$ -

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.

02

APS Las Vegas Contract 5-25
THEREFORE

2/13

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.

3

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

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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.

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- 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.

- 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

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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

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

'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.

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

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

**1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687 - 9174 · Fax: (775) 687 - 9113**

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Somerset Academy Expedited Renewal Request
DATE: August 26, 2016

Background:

Somerset Academy has submitted a request for expedited renewal.

Analysis:

Academics: The SPCSA issues an Academic Performance Framework based on available data. Somerset Academy has been a 5 Star School at the elementary and secondary levels for three of the four years for which ratings have been issued under the Nevada School Performance Framework. It was a 4 Star School at both levels in 2013. It was ranked as Exceptional on the 2013 and 2014 SPCSA Academic Frameworks.

Organizational: In its current iteration, the SPCSA Organizational Framework is a rolling evaluation of school organizational performance. Based on verified complaints and spot checks of school organizational performance, the Authority issues Notices of Concern or Notices of Breach for Organizational Performance. Schools which have not received such notices are presumed to be in Good Standing. Somerset Academy has received no Notices of Breach or Notices of Concern since the inception of the Framework and is currently presumed to be in Good Standing.

Financial: Somerset Academy has a strong history of clean audit findings. The SPCSA Financial Framework monitors a variety of indicators of financial health. Somerset Academy has not received any Notices of Concern or Notices of Breach in relation to the financial framework.

Recommendation: Approve Renewal

Somerset Academy is one of the strongest academic and organizational performers in the SPCSA portfolio. The Authority is urged to approve renewal of this charter school.

STATE PUBLIC CHARTER SCHOOL AUTHORITY



2016 Application for the Renewal of a Written Charter *For Schools Not Determined to be Eligible for Expedited Renewal*

MS Word Application Template

Released January 7, 2016

Due on February 15, 2016

CHARTER SCHOOL RENEWAL GUIDELINES

- The renewal application must be submitted as a Word document and a signed PDF into the Charter Renewal Application section in Epicenter between 8 am and 5 pm PT on February 15, 2016. Submission of the renewal application prior to this window will result in the return of the application and a request for resubmission of a compliant and complete application from SPCSA staff on the due date.
- This application may be completed by filling out each of the requested dropdown menus and text boxes. Failure to utilize the requested drop down menus and text boxes will result in the return of the renewal application and a request for resubmission of a compliant and complete application from SPCSA staff.
- Renewal decisions for schools operating under written charters are based on historic performance data as evidenced by the SPCSA Performance Framework, which serves as the Authority's performance and programmatic audit mechanism for all schools operating under written charters. Historical anecdotes or unsolicited data, e.g. teacher turnover, leadership changes, or past programmatic adjustments, will not be considered by the Authority in making renewal decisions. The Board will not give weight to materials or testimony related to such topics during the renewal process. The inclusion of unsolicited data, supplementary narratives, letters of support, or other unsolicited materials will result in the return of the renewal application and a request for resubmission of a compliant and complete application from SPCSA staff.
- Schools which are contemplating material amendments, e.g. changes to the mission statement, grade levels served, enrollment, facilities expansion, academic program, instructional delivery, management agreement, etc. will be permitted to submit such amendment requests in the event that the school is renewed based on past performance. Schools are permitted to draft such amendment requests during the renewal process for filing immediately following the renewal decision but the SPCSA Board will not give weight to such materials or testimony related to any contemplated changes during the renewal process. The inclusion of amendment materials will result in the return of the renewal application and a request for resubmission of a compliant and complete application from SPCSA staff.
- It is the responsibility of the school to ensure that the content is accurate and reflects information provided by NDE and the SPCSA. Any discrepancies between the data submitted and data previously provided by NDE or the SPCSA will result in a request for resubmission of a compliant and complete application from SPCSA staff.
- Schools are required to submit the agenda and draft minutes for the meeting where the governing body voted to approve the submission of the renewal application into the appropriate areas in Epicenter prior to filing the renewal application. Failure to submit the agenda and draft minutes into the appropriate areas in Epicenter prior to filing the renewal application will result in the return of the renewal application and a request for resubmission of a compliant and complete application from SPCSA staff. The inclusion of the agenda and draft minutes with the renewal application will result in the return of the renewal application and a request for resubmission of a compliant and complete application from SPCSA staff.

School Name: Somerset Academy of Las Vegas						
Name of President/Chair of Governing Body: Cody Noble						
Name of Head of School: John Barlow						
Academic Performance						
2014 SPCSA Authority Academic Programmatic Audit Findings (SPCSA Academic Performance Framework Rating)				Exceptional		
2013 Academic Intervention Ladder Status				Good Standing		
2013 SPCSA Authority Academic Programmatic Audit Findings (SPCSA Academic Performance Framework Rating)				Exceptional		
2013 Academic Intervention Ladder Status				Good Standing		
2015 NSPF Rating (Frozen from 2014)				Elementary: 5 Star Middle: 5 Star High School: N/A		
2014 NSPF Rating				Elementary: 5 Star Middle: 5 Star High School: N/A		
2013 NSPF Rating				Elementary: 4 Star Middle: 4 Star High School: N/A		
2012 NSPF Rating				Elementary: 5 Star Middle: 5 Star High School: N/A		
	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
NDE-Validated Graduation Rate	N/A	N/A	N/A	N/A	N/A	N/A

Financial Performance

2015 SPCSA Authority Financial Programmatic Audit Findings (SPCSA Financial Performance Framework Rating—Notice of Breach or Notice of Concern)	: Good Standing
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2014 SPCSA Authority Financial Programmatic Audit Findings (SPCSA Financial Performance Framework Rating—Notice of Breach or Notice of Concern)	Good Standing
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2013 SPCSA Authority Financial Programmatic Audit Findings (SPCSA Financial Performance Framework Rating—Notice of Breach or Notice of Concern)	Good Standing
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Organizational Performance

2015 SPCSA Authority Organizational Programmatic Audit Findings (SPCSA Organizational Framework—Notice of Breach or Notice of Concern)	Good Standing
--	---------------

2014 SPCSA Authority Organizational Programmatic Audit Findings (SPCSA Organizational Framework—Notice of Breach or Notice of Concern)	Good Standing
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2013 SPCSA Authority Organizational Programmatic Audit Findings (SPCSA Organizational Framework—Notice of Breach or Notice of Concern)	Good Standing
--	---------------

Plans for the Next Charter Term:

(1) Number of Students Served (Pending Any Subsequent Expansion Amendment)

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Total Students	6656	7815	9048	10629	11895	12345


(2) Does the school intend to file any amendment request following renewal and prior to the execution of the charter contract? No

I certify that the governing body of this charter school has voted that the school and its staff will adhere to the renewal process expectations outlined in the Renewal Guidelines. The information provided in this charter renewal application is true and correct. I also certify that the governing body of this charter school understands that any academic, financial, or organizational performance data collected during the period of the current charter term which is analyzed and reported following a renewal vote may be considered by the Authority in making performance and accountability decisions in the subsequent charter term.

Date when Governing Body Voted to Approve Application for Renewal 08/04/16

Signature of Head of School: 

Date: 8/19/16

Signature of President/Chair of Governing Body: 

Date: 8/19/16

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T: Consideration of Nevada
Virtual Academy's amendment request to
relocate and occupy new facility**

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 5

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 30 Mins

SUBMITTED BY: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687 - 9174 · Fax: (775) 687 - 9113

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin, Executive Director
SUBJECT: Agenda Item 5: Consideration of Nevada Virtual Academy's amendment request to relocate and occupy new facility
DATE: August 26, 2016

Legal Context:

The specific requirements for amending a written charter or a charter contract to acquire and occupy a new or additional facility can be found in [NAC 386.3265](#) and [NAC 386.3266](#).

Summary of Request:

Nevada Virtual Academy received approval to acquire a new facility pursuant to NAC 386.3266 in the summer of 2015. After significant facilities improvements, the school is now in a position to occupy the new facility and is seeking approval to do so. While staff requested and received delegated authority to approve subsequent amendments to occupy this facility, that approval was also contingent upon the execution of an amended and restated charter contract which was consistent with the provisions of SB509, viz. language similar to that memorialized in the [Beacon contract](#). While counsel for the Agency and the school have made progress in negotiating that contract, it has not yet been executed. Due to the delay, Agency staff and counsel feel it is appropriate to bring this follow-on amendment back before the Authority for approval.

The school seeks to relocate its current facility from [8965 South Eastern Avenue, Suite 330, Las Vegas, NV 89123](#) to [4801 South Sandhill Road, Las Vegas, NV 89121](#), a renovated 12,500 square foot space in an office building owned by Community Lutheran Church of Paradise Valley. Nevada Virtual has provided a [letter of transmittal](#) from a member of the governing body along with a set of exhibits which includes all items required pursuant required by [NAC 386.3265](#), including:

- A [floor plan](#) of the facility, including a notation of the size of the facility which is set forth in square feet
- [Contact information](#), including the name and address of the owner of the facility

- A copy of the [certificate of occupancy](#) for the facility, which includes information on the type of facility
- Documents which indicate that the facility has been [inspected](#) and meets the requirements of any applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation
- [Evidence](#) which demonstrates that the governing body of the charter school has [communicated](#) with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act of 1970, as amended ([NAC 386.3265\(2\)\(h\)](#))
- Documentation which demonstrates that the governing body of the charter school has obtained the insurance required by [NAC 386.215](#) for the proposed facility ([NAC 386.3265\(2\)\(i\)](#)), including a [general liability certificate](#) and [additional required insurance coverage](#).

Recommendation:

Staff recommends approval to occupy the facility be contingent upon the execution of an updated charter contract which is consistent with the provisions of the Beacon contract and is satisfactory to both Agency staff and the school.



8965 South Eastern Avenue
STE. 330
Las Vegas, NV 89123
ph: 866.912.3350
fx: 702.407.5055

K12.com/NVVA

August 18, 2016

VIA FIRST-CLASS MAIL

Mr. Patrick Gavin, Director
Nevada State Public Charter School Authority
1749 North Stewart Street, Suite 40
Carson City, Nevada 89706-2543

Re: Nevada Virtual Academy Address Change - Charter Amendment Request

Dear Mr. Gavin:

This correspondence will serve to request an amendment to the contract between Nevada Virtual Academy ("NVVA") and the State Public Charter School Authority ("Authority") dated June 28, 2013. Specifically, NVVA is requesting an amendment to Section 1.6.1 of the contract to formally change the location of the school to 4801 S. Sandhill, Las Vegas, NV 89121 ("Sandhill Location").

The Sandhill Location is currently utilized by NVVA as a blended learning center subsequent to NVVA receiving approval from the Authority to acquire the location in July of 2015. Thereafter, NVVA's board approved renovations to the Sandhill Location to allow for housing of NVVA's administrative team. If this request is approved, NVVA intends to move all of its staff permanently into the Sandhill Location and is working diligently with the landlord at its current location, 8965 South Eastern, Ave., Las Vegas, NV 89123 ("Eastern Location") to sublease the existing space.

To expedite the approval process, attached hereto are the following:

- 1- Lease for Sandhill Location;
- 2- Floor plan of Sandhill Location;
- 3- Certificates of Occupancy;
- 4- Inspection documents;
- 5- Asbestos Report;
- 6- NVVA Board Agenda relating to utilization of Sandhill Location;
- 7- Contact information for current owner of the facility;
- 8- Safety Plan; and
- 9- Sublease information for Eastern Location.

Additionally, where applicable such documents have been uploaded into Epicenter.

Please note that this request does not result in an increase in the contractual enrollment cap or a reduction in current enrollment of grade levels. Thank you for your consideration in this regard.

Very truly yours,

Anne Mendenhall, Ph.D., Board Member

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T: Discussion and possible action
regarding Nevada Virtual Academy
Performance Improvement Plan**

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 6

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA**FISCAL IMPACT:****BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):****LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 45 Mins****SUBMITTED BY: _____**

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

**1749 North Stewart Street Suite 40
Carson City, Nevada 89706-2543
(775) 687 - 9174 · Fax: (775) 687 - 9113**

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 6—Nevada Virtual Academy Academic Performance Improvement Plan
DATE: August 26, 2016

Pursuant to [NRS 388A.330\(1\)\(a\)\(4\)](#), a charter school operating under a charter contract may have its contract terminated for persistent underperformance. [NAC 386.332\(1\)](#) defines persistent underperformance as three consecutive years of performance at the one or two star level. Such underperformance is grounds for the termination of a charter contract or the reconstitution of the governing body of a charter school. Additionally, [NRS 388A.330](#) provides that a charter school is also eligible for contract termination or reconstitution based on several other criteria, including operating a program rated in the bottom-most five percent of elementary, middle, and junior high schools ([NRS 388A.330\(1\)](#)).

Nevada Virtual Academy (NVVA) was approved by the State Board of Education in 2007 and was renewed by the Authority in 2013. It currently operates pursuant to a charter contract. The charter contract expires in 2019.

In June 2015 the Nevada Department of Education issued a list of Underperforming Schools: http://www.doe.nv.gov/SchoolImprovement/Underperforming_School_Support/2015-16_UnderperformingSchoolsList_R2/. Consistent with the ESEA waiver then in effect, the Nevada Department of Education has several performance designations for schools, including:

Priority Schools, defined as schools among the lowest 5% of schools based on performance, and

Focus Schools, defined as schools among the lowest 10% of schools based on their achievement gaps.

On Friday, January 22, 2016, the Nevada Department of Education notified the US Department of Education of the following ESSA [transition decision](#) related to Priority and Focus Schools in response to a [letter](#) from Ann Whalen of the US Department of Education:

“Nevada will not exit schools and will maintain current identification. Nevada will “freeze” its current lists of priority and focus schools as of December 10, 2015. These schools will

continue to implement their approved interventions through the 2015-2016 and 2016-2017 school years. The state will not exit schools from the current lists until after the 2016-2017 school year.”

Consequently, the Focus and Priority designations on the Underperforming Schools List remain in effect. Schools on the lists remain eligible for a range of sanctions and interventions. NVVA’s high school program is listed as Priority school, meaning it remains in the bottommost five percent of schools in the state. NVVA’s elementary program is listed a Focus School, as it is among the lowest 10 percent of schools in the state based on achievement gaps.

In addition to these Federal designations, NVVA’s performance also warrants concern based on state-level accountability measures set forth in statute. Most notably, NVVA’s elementary program has consistently performed below the three star level:

	2011-12	2012-13	2013-14	2014-15
Star Rating	2 Star	2 Star	2 Star	2 Star

Based on a review of [data](#) submitted to the Agency by the school, Nevada Virtual Academy is ineligible for the alternative state performance framework authorized under [SB460](#) of the 2015 Legislative Session, as it has a 14.62 percent unduplicated count of [eligible students](#). That unduplicated count is well below the 75 percent minimum in such categories of students set forth in statute. Put simply, there is little difference in the observable characteristics—special education eligibility, over-age, under-credit status, adjudicated youth status, etc.—of students at NCA than at traditional public schools across the state. Pursuant to statute, traditional public schools with performance levels similar to NVVA are eligible for inclusion in the Achievement School District. As a charter school, this performance level renders NCA eligible for authorizer intervention, including termination of its charter contract or reconstitution of its governing body.

Based on the school’s history of persistent underperformance, the Authority directed Agency staff to engage in discussions with the school regarding its plan for improvement. The school has made multiple presentations to the Authority since February 2016. The school has developed a plan and proposed measurable performance targets.

Since the May meeting, Agency staff have had multiple calls with NVVA governing body members and leadership regarding its improvement plan. The most recent [executive summary](#) and [proposed targets](#) were submitted to the Authority on Sunday, August 21, 2016.

Staff believes the targets proposed by the school earlier this week are a good first step but it has raised concerns regarding the appropriateness, transparency, and applicability of some of the proposed assessment tools, most notably the inclusion of iReady, an assessment which is not supported by the SPCSA, in the elementary and middle school grades. The school leader has expressed a willingness to work with the Agency regarding this concern. Agency and school staff have also had discussions about the most appropriate way to measure progress on the MAP assessment for the early elementary grades. This assessment has recently been mandated by the state as an early elementary test and will have limited overlap with the Authority-mandated ACT Aspire. It is important to note that the Agency does not currently support the MAP assessment due both to concerns around the reliability of results due to varying levels of subscription by students and staff towards what is typically treated as an internal interim assessment. The Agency’s lack of dedicated assessment expertise at the Agency may necessitate target-setting, validation, and analysis of the early elementary MAP assessment be conducted by a third party retained by the school or the Agency. These conversations have been productive, but they also demonstrate the complexity of

how to consistently measure progress on criterion referenced tests and the importance of negotiating clear definitions on the front end.

Staff recommends that the Board accept the update from the school and direct the school and staff to continue negotiations on assessment measures with the goal of establishing annual growth targets for each cohort of students and to explore how to leverage the MAP assessment's interim and annual data can be used to monitor the progress of younger students over time, including more transient students.



Nevada Virtual Academy

Executive Summary

August 2016

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Nevada Virtual Academy

1. OVERVIEW

This report was compiled to inform the State Public Charter School Authority staff and board members on the progress Nevada Virtual Academy (“NVVA”) has made since its charter renewal in 2013. Since that time, the school has worked diligently and made great strides to improve and enhance the services it provides to students across the State of Nevada.

I. Background

- NVVA serves students in K-12 grade and had 2,212 students enrolled for the 2015-2016 school year.
- The average yearly Free and Reduced Lunch (FRL) student population at NVVA is 53.2%.
- NVVA enrolls a large proportion of academically disadvantaged¹ students annually. In 2015:
 - 68% of new 3rd grade students were 1-2 grade levels below in Reading.
 - 73% of new 3rd grade students were 1-2 grade levels below in Math.
 - 54% of new 4th-8th grade students were 1-2 grade levels below in Reading.
 - 61% of new 4th-8th grade students were 1-2 grade levels below in Math.
- The average yearly population of students with an IEP served by NVVA is 9.93%.
- In 2015, Nevada Virtual Academy’s FRL population represented 31% of the entire FRL population in the SPCSA school portfolio.
- NVVA has created differentiated programs to serve its unique student population and in so doing has made substantial progress in closing the gap to better serve its students.

¹ “Economically disadvantaged” is defined as below proficient on prior year’s state test scores and below the 50th percentile on norm-referenced assessments, including Renaissance STAR and iReady.

II. School Highlights and Substantial Changes

- The High School Graduation Rate increased from 36.56% in 2012 to 63.53% in 2015.
- The High School Proficiency Rates have increased in every content area each year since 2012.
- In 2015, NVVA's 11th grade students outperformed the state average ACT Scores in English, Reading, Science, and Overall Composite Score.
- The number of high school students receiving Advanced Placement and/or college dual credit increased from 2.10% in 2013 to 11.76% in 2015.
- The High School received the second year of a five year School Improvement Grant and has been working closely with *McREL International* to evaluate and improve the school.
- NVVA ranked 11th out of 126 Nevada Middle Schools in terms of growth between the 2013 and 2014 Nevada School Performance Frameworks (16 point improvement).
- The Middle School made substantial increases in ELA and Math achievement since 2012.
- The Elementary School closed the gap percentages in Reading among its student with IEP population from 24.4% meeting the Reading AGP benchmark, to 28.6%.
- The Elementary School refined its academic plan and restructured the leadership team to align to a more rigorous approach.
- NVVA has instituted a blended learning option for students in grades K-12 that has benefitted students in all grade levels by providing face to face instruction, individual tutoring, and homework support.
- The NVVA Board has made significant changes including bringing on new Board members committed to improve the school since the 2013 charter renewal.

III. New Programs and Next Steps

NVVA's blended learning programs² have helped students in all grade levels achieve greater academic success by incorporating the best instructional practices for virtual and on-campus learning. NVVA will continue professional development with its staff to fine-tune the instructional and engagement skills necessary to provide all students a unique opportunity to participate in a personalized, blended educational experience that will help to close every academic achievement gap.

In the 2016-17 school year, NVVA will launch an enhanced Family Academic Support Team (FAST). The primary goals of the enhanced FAST program is to help students stay on track through early interventions, wrap-around supports and engagement strategies. This FAST Program will provide students expanded resources, and provide more opportunities for families to participate in the school community.

Another important tool for change in 2016-17 is the new support from four federal grants that will help support school improvement at all levels. These three federal grants are the School Improvement Grant (SIG), the Nevada College and Career Readiness Grant (*Read by 3*), and the Great Teachers and Leaders Fund Grant.

NVVA High School was the only high school in the State of Nevada to receive the SIG. As part of this grant, the school has committed to increasing quality, direct instruction time for students and providing teachers with increased opportunity for targeted professional development. All of these enhancements are focused on producing higher academic results for students and further increasing the graduation rate.

NVVA also received a \$172,000 award as part of the Nevada College and Career Readiness Grant. This grant will allow the school to support its robust extra-curricular STEM program by expanding STEM education exposure across content areas in all grades.

Nevada Virtual Academy Elementary School is setting a high standard for educators and student growth having made significant changes in leadership and staff. Standards and metrics for student achievement are driven towards surpassing Nevada *Read by 3* literacy benchmarks and ACT Aspire preparedness centered on innovative instructional practices, school culture and data driven instruction. To help support these changes, NVVA Elementary School was awarded funding as part of the *Read By 3* grant. This will enhance support systems for students who have struggled with reading and increase the number of students reading on grade level (proficiency) by the end of third grade.

² In July 2015, the SPCSA Board approved NVVA's innovative Pathways program to provide additional learning options to its students in Clark County. Students outside of Clark County can receive additional tutoring outside of the virtual learning environment. The minutes for this SPCSA Board meeting are attached as Appendix B.

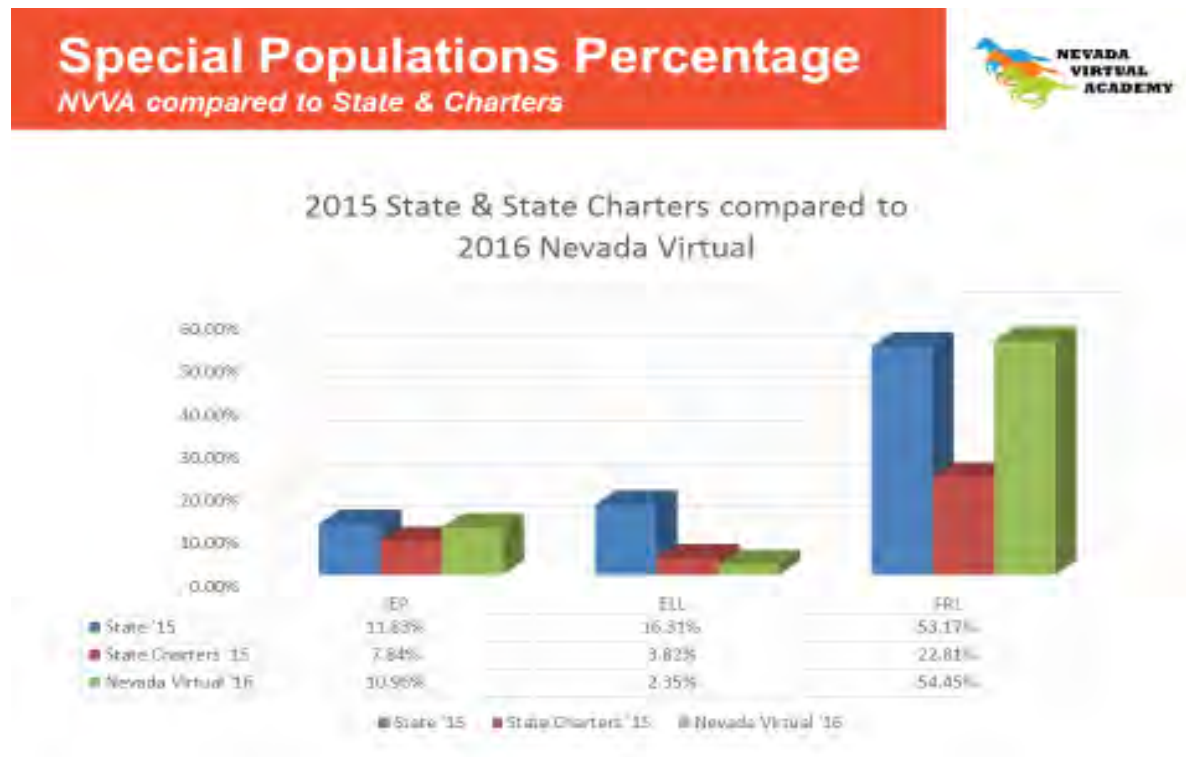
Nevada Virtual Academy

2. DEMOGRAPHICS

Since the renewal of its charter in 2013, the NVVA Board of Directors, with the school's administrative team have worked to improve academic outcomes for students and provide families with a viable, high-quality, alternative education. NVVA's mission is to promote student achievement by preparing EVERY student for college and career readiness EVERY day.

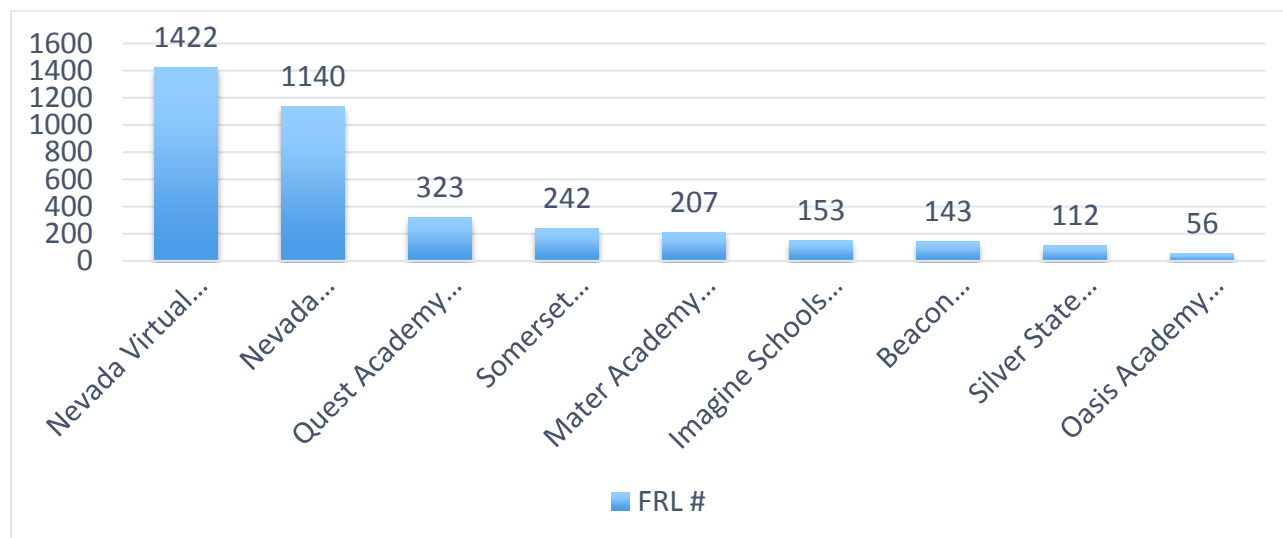
Since opening its doors in 2008, NVVA has prided itself on being inclusive of every student. In order to serve every child, the school must look like the state it serves. NVVA has traditionally attracted students who are in need of additional support, and/or who have been unsuccessful in their previous schooling experiences. These academically disadvantaged students and their families are in search of a program that can fill a deficiency from what they felt was lacking in their previous institution. As the table below details, NVVA's students who qualify for Free Reduced Lunch ("FRL"), make up a large portion of the school's total population.

Figure 1: Special Populations Percentage



As shown in Figure 1, more than half of NVVA students qualified for FRL in 2015-16. This is about on par with the state but more than double that of State Charters.³ While NVVA's student population mirrors that of the state, it is clearly unique among other Nevada charter schools. NVVA's population of FRL students is 31.64% higher than the other represented charter schools; in short, as seen in Figure 2, NVVA alone served almost one third of the entire FRL population in the State Charter Authority portfolio of schools in 2015.

Figure 2. 2015 FRL Student Numbers



3. NEVADA VIRTUAL ACADEMY PATHWAYS

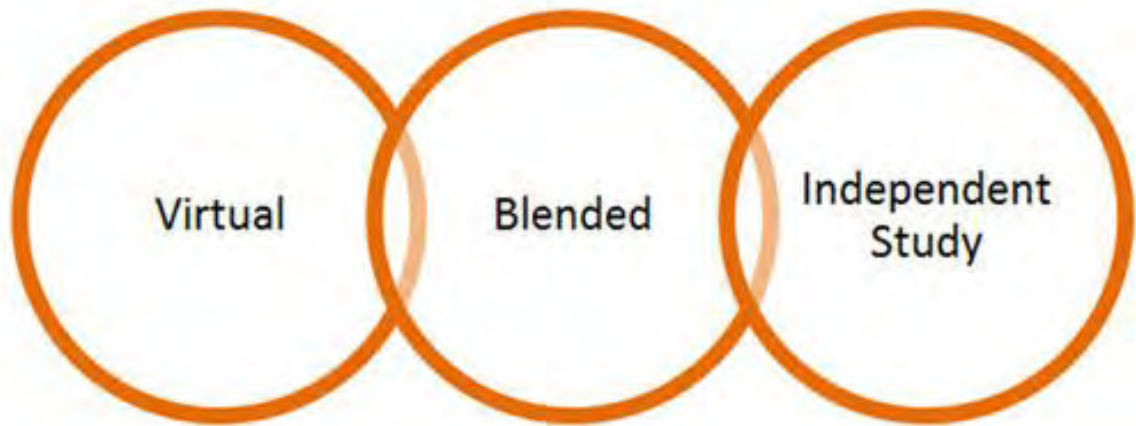
In July 2015, the SPCSA Board approved launch of the NVVA Pathways Initiative⁴. The Pathways Initiative was born from the observation that Students typically prefer one of 3 different learning environments: **virtual**, with every instructional support offered online; **blended**, a combination of face to face instruction and peer association; and a completely self-paced, **independent** learning experience.

Each pathway affords students a unique opportunity to participate in an individualized, educational experience. Our academic team, in partnership with the student and parent, will determine which pathway best serves the individual student's needs. Pathway placements are determined by, but not limited to: state assessment scores, school diagnostic assessment scores, interim assessments, transcript evaluation, area of residence, and student and parent input.

³ 2015-2016 data are not available on Nevada Report Card.

⁴ SPCSA approved blended instruction for students in Clark County only.

A. K-8 Pathways



Virtual

The Virtual Pathway is designed for the student that will benefit from teacher guided instruction and support. Students attend 90 minute classes daily in both Math and English, in addition to a 60 min weekly class in Science & History. Students move through additional coursework using their own personalized curriculum.

Blended

The Blended Pathway is an option designed for students who would benefit from additional face to face teacher and/or peer support. Students attend the same daily classes online as virtual students, but also receive additional face to face instruction from NVVA teachers one day a week at the Blended Learning Center to support targeted learning goals.

Independent

The Independent Study Pathway is an option designed for students who have shown success in the virtual environment for at least a minimum of one year with strong Learning Coach support. Students work daily to complete lessons and assignments in the virtual platform. Students submit assignments to the teacher and are required to meet weekly with their teacher for support and assessment.

B. High School Pathways



National Career Readiness Program

This pathway is a partnership with ACT whereby students complete coursework that aligns to the ACT Work Readiness System. It consists of a series of mini-courses that help students gain knowledge and skills important for on-the-job success. They include Customer Service, Interpersonal and Business Communication, Problem Solving and Critical Thinking, Working in Teams, and Work Discipline. Upon completion of the coursework and ACT Work Keys assessments, students will have the opportunity to earn a nationally recognized and portable ACT National Career Readiness Certificate.

Readiness Pathway

Building a solid foundation of Mathematics, English and Science skills is critically important. The NVVA-HS Readiness Pathway allows students who are deficient in Mathematics, English and/or Science skills the opportunity to receive additional, face-to-face instruction a minimum of 3.5 hours a week. Students who have demonstrated a need for support in these areas through state test results or credit deficiencies will be recommended for this pathway. Students who are college-bound, but may be required to take a remedial Math or English courses at the college level will have the opportunity to receive this additional instruction in high school, to avoid the cost of these courses at the higher education institution.

Jump Start College

Jump Start College is collaboration with Western Nevada College to provide transferrable college courses to high school students. NVVA-HS is one of 15 high schools in Nevada to participate in this program. One of the primary goals of the Jump Start College program is to increase college degree attainment for Nevada students. College courses are taught by a WNC professor, and facilitated by a NVVA advisor, in-person, 4 days a week at either the NVVA Blended Learning Center, or any of the WNC campuses across the state. Each semester course at Western Nevada College will count as a full year's credit towards a high school diploma in that subject area. Nevada Virtual Academy will incur all costs for this program.

Advanced Dual Credit

University-bound students will have the opportunity to participate in the Advanced Dual Credit Pathway, which allows Nevada Virtual Academy students to enroll as non-degreed students at University of Nevada-Las Vegas, University of Nevada-Reno, College of Southern Nevada, or Great Basin College. Students are eligible to take up to 24 credits that will transfer to a degreed program of their choice when they enroll as a full-time college student. Students are eligible to enroll in online or on-campus courses. Nevada Virtual Academy will cover the cost of all course fees for students who participate in the program.

Virtual

For students who live in remote areas, Nevada Virtual Academy will provide a rigorous educational experience with a robust curriculum. Students will have 24/7 access to course materials and will have the opportunity to collaborate with teachers and peers in a virtual setting. Currently enrolled students who have shown an ability to thrive in a completely virtual setting will have the opportunity to continue their alternative education experience. "Thrive" is determined by, but not limited to: state assessment proficiency, credit/grade-level sufficiency, diagnostic/interim assessment scores indicating at or above grade level standing.

3. PERFORMANCE OVERVIEW SINCE 2013

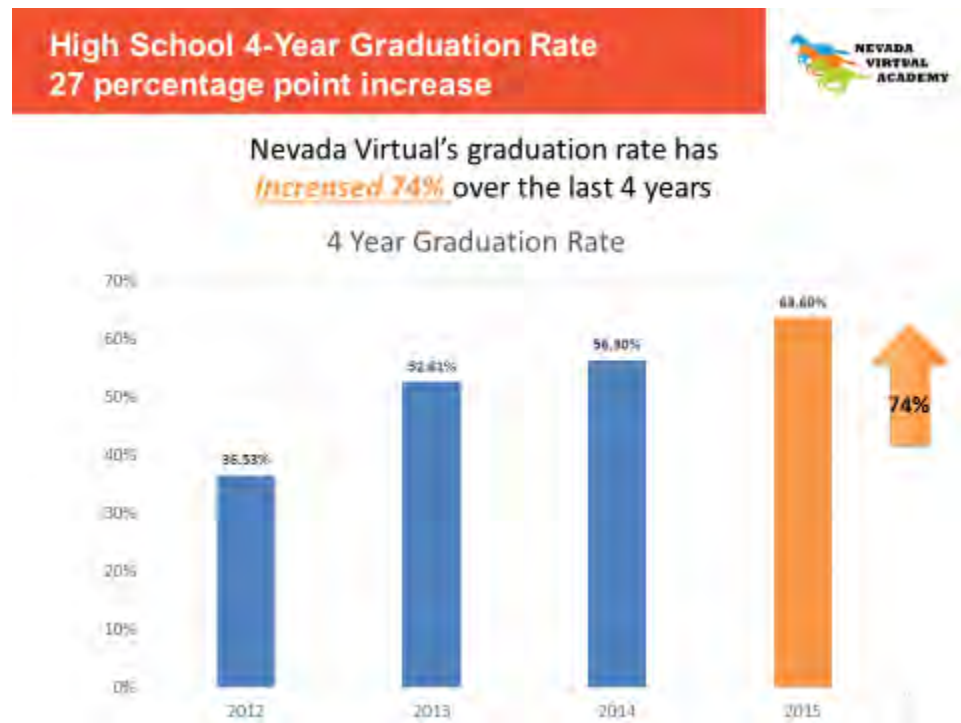
A. High School

Nevada Virtual High School (NVVA-HS) has demonstrated significant growth in all academic achievement measures since the 2013-2014 school year. NVVA-HS's graduation rate, high school proficiency exam achievement, and ACT scores have all consistently increased.

Graduation Rate

The NVVA-HS graduation rate has nearly doubled, from 36.56% in 2012 to 63.53% in 2015.

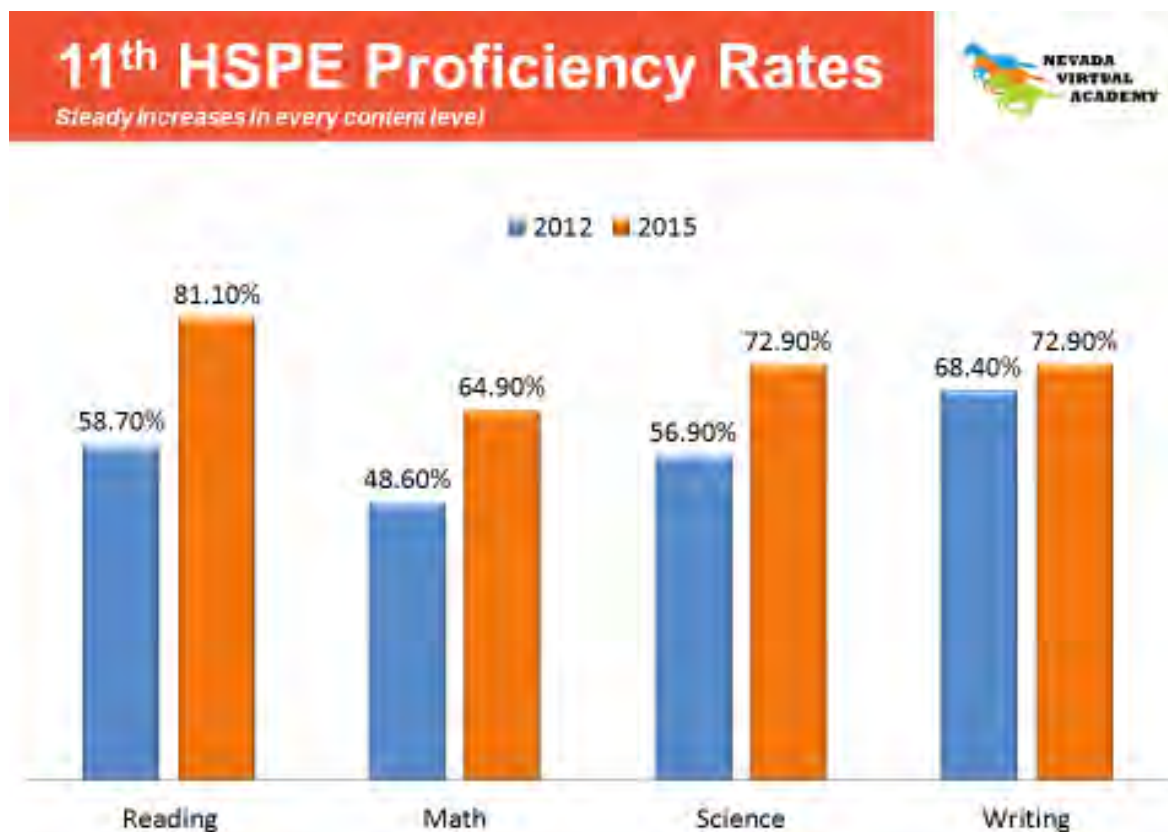
Figure 3: NVVA-HS 4 Year Graduation Rate 2012-2015



Proficiency Increase

Until 2016, in order to graduate with a standard diploma, students in Nevada must earn 22.5 credits, as well as pass the four High School Proficiency Exams (HSPE) in Reading, Math, Writing, and Science. With targeted intervention in the four HSPE areas, as well as an intensive credit recovery program, the high school was able to catch up a large portion of the credit deficient student population and increased its HSPE passing rates.

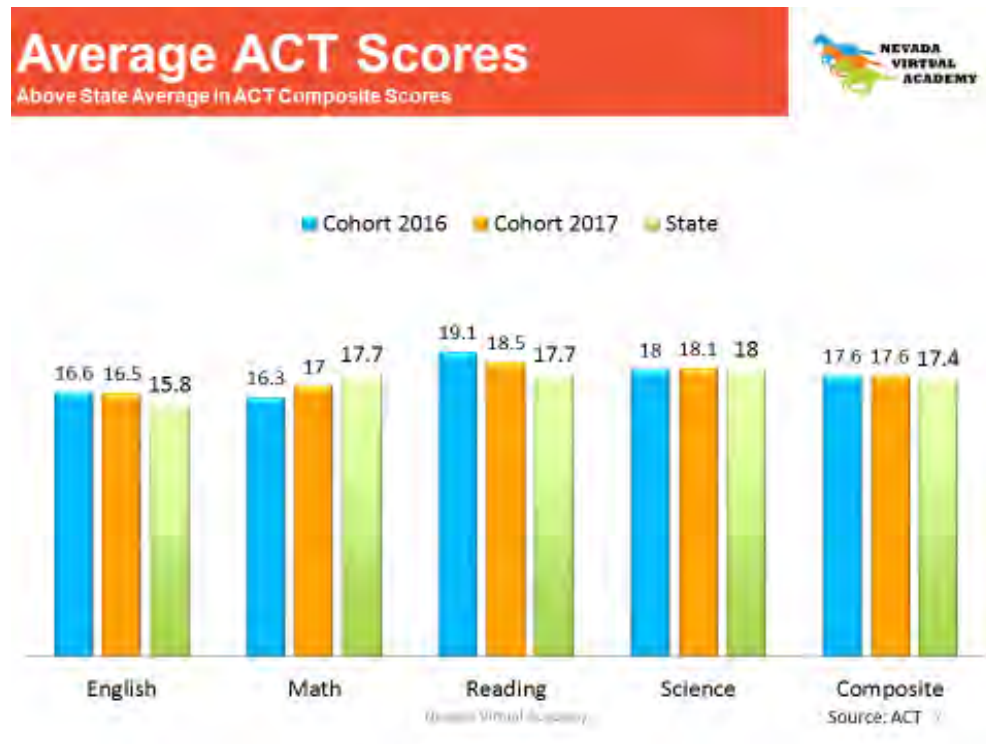
Figure 4: 11th Grade HSPE Proficiency Rates 2012-2015



ACT Averages

In the 2014-2015 School year, all 11th grade students across the state of Nevada participated in the ACT assessment. Nevada Virtual Academy Juniors outperformed the State average in English, Reading, Science, and Overall Composite Score.

Figure 5: NVVA Average ACT Scores VS State Average



It was the High School's goal was to increase its ACT average in Math from 16.3 to above the state average of 17.7 during the 2015-2016 school year.

Options for Advanced Learners

Since 2013, NVVA-HS has substantially increased options for advanced learners. This is evident in the 500% increase in the percentage of students earning a 3 or better on an Advanced Placement Exam, or earning college dual credit. Although NVVA-HS has partnerships with 7 of the 8 Nevada System of Higher Education institutions, its partnership with Western Nevada College has been particularly fruitful. In the Fall of 2015, NVVA-HS started its first cohort of the Western Nevada College Jump Start College Program. A second cohort of the Jump Start Program is set to begin in the Fall of 2016.

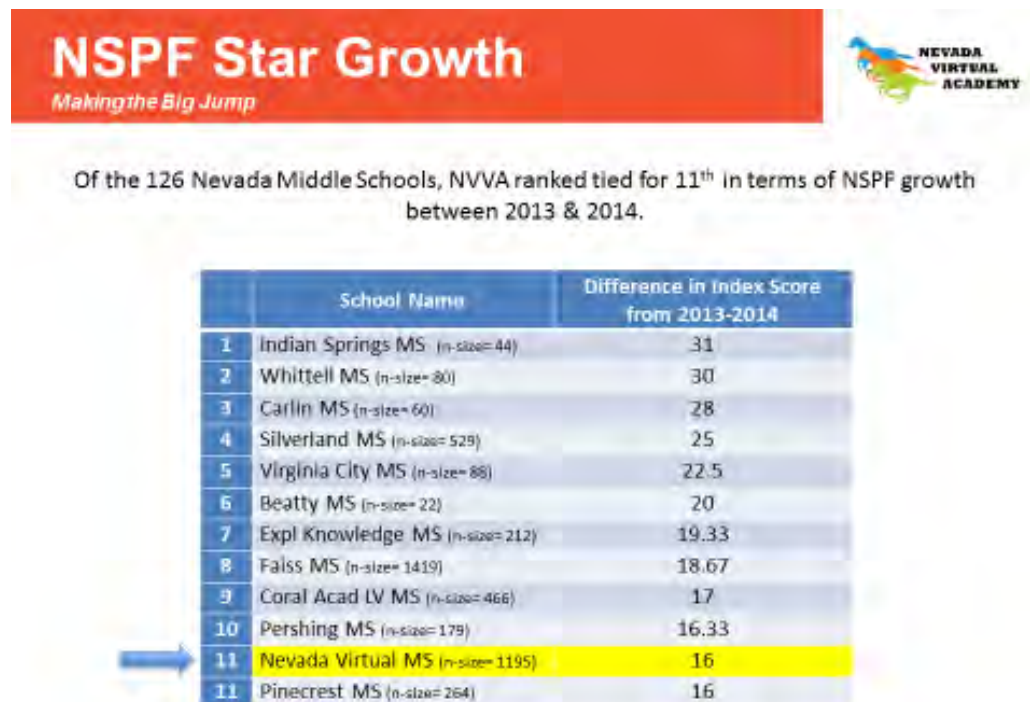
Partnership with McREL International

By working closely with McREL International in NVVA's first year of receiving a School Improvement Grant, there is great optimism for the continued improvement in the high school. (The data compiled by McREL is attached as Appendix A.) McREL's expertise is in providing proven, research-based solutions aimed at school improvement. McREL has also provided quality professional development for school leaders in the areas of Professional Learning Communities, change management, and sustaining positive change. (Appendices C and D contain further research and analysis by McREL in the areas of blended education, overall SIG effectiveness in facilitating significant school change and a comparison of NVVA's school improvement to like-school across the country.)

B. Middle School

Nevada Virtual Academy Middle School (NVVA-MS) has demonstrated significant growth since the 2012-2013 school year. The school ranked 11th out of 126 Nevada middle schools in growth on the Nevada School Performance Framework (16 points)⁵. This growth is attributed to the increase in highly qualified math instructors, newly implemented reading strategiest program, and the increased accountability for both teachers and students.

Figure 6: NVVA Middle School NSPF Growth



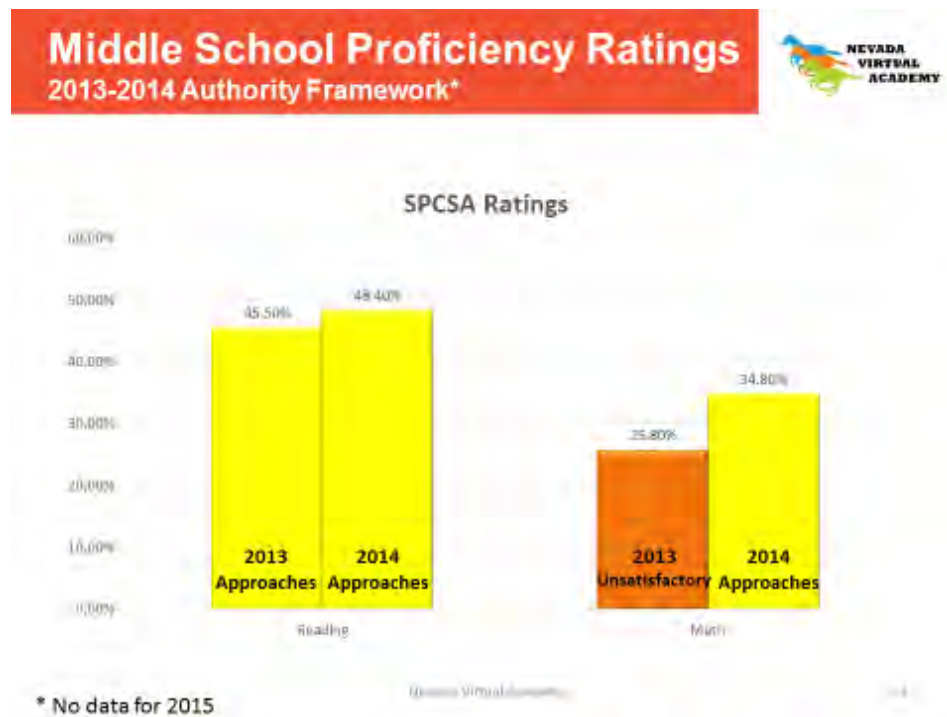
⁵ Data from 2013 and 2014 Nevada School Performance Framework. This is the most recent state data available.

Nevada Virtual Academy's substantial growth on the NSPF was due in large part to the Growth and Gap Measures from the school's special populations during the state testing. However, the school as a whole made significant growth as well. Students demonstrated substantial growth in *all* of the following areas on the state assessments from 2013:

- Math: Median Growth Percentiles (MGP)
- Reading: MGP
- Math: Adequate Growth Percentiles (AGP)
- Reading: AGP
- GAP Subgroup Math: AGP and MGP
- GAP Subgroup Reading: AGP and MGP

Overall proficiency rates in Math (+9%) and ELA (+4%) have grown since 2013 as well. NVVA's focus on providing supplemental curriculum, small group interventions and individual student data tracking have all contributed to these growth measures.

Figure 7: Middle School Proficiency Ratings 2013-2014



ACT Aspire

The Spring of 2016 was the first year for NVVA students participating in the SPCSA-mandated ACT Aspire summative assessment. This data will serve as baseline for school improvement goals. The results are below:

Figure 8: 2016 ACT Aspire Results - 6th Grade

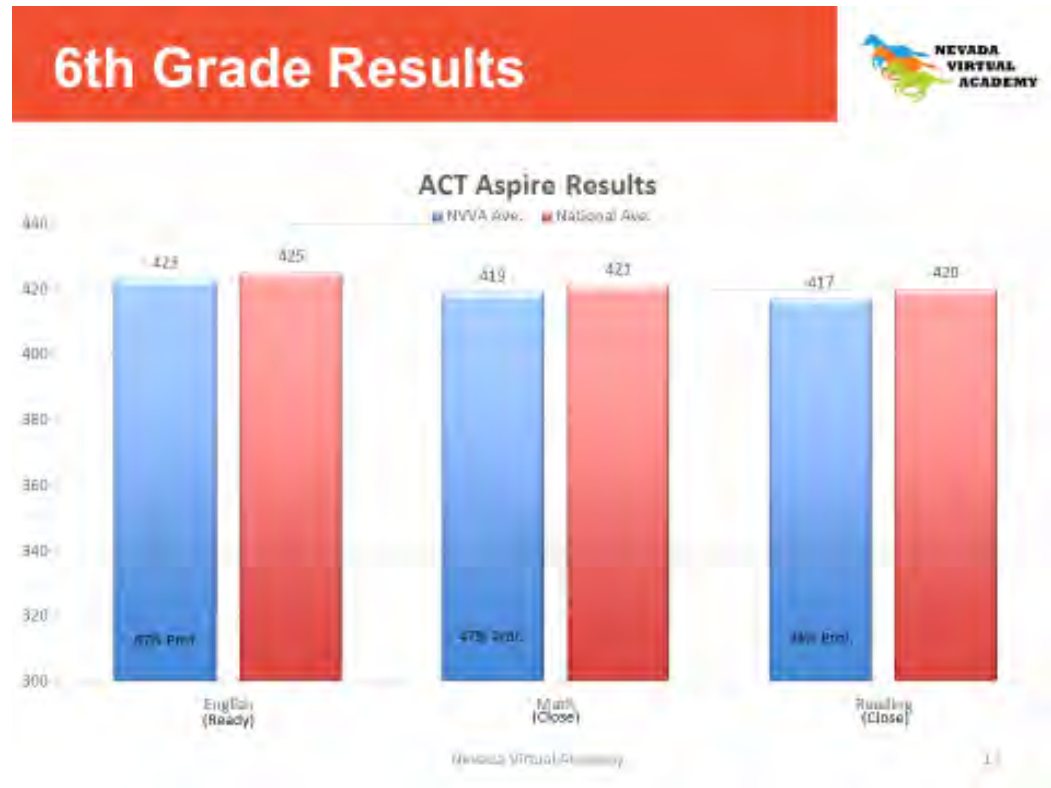
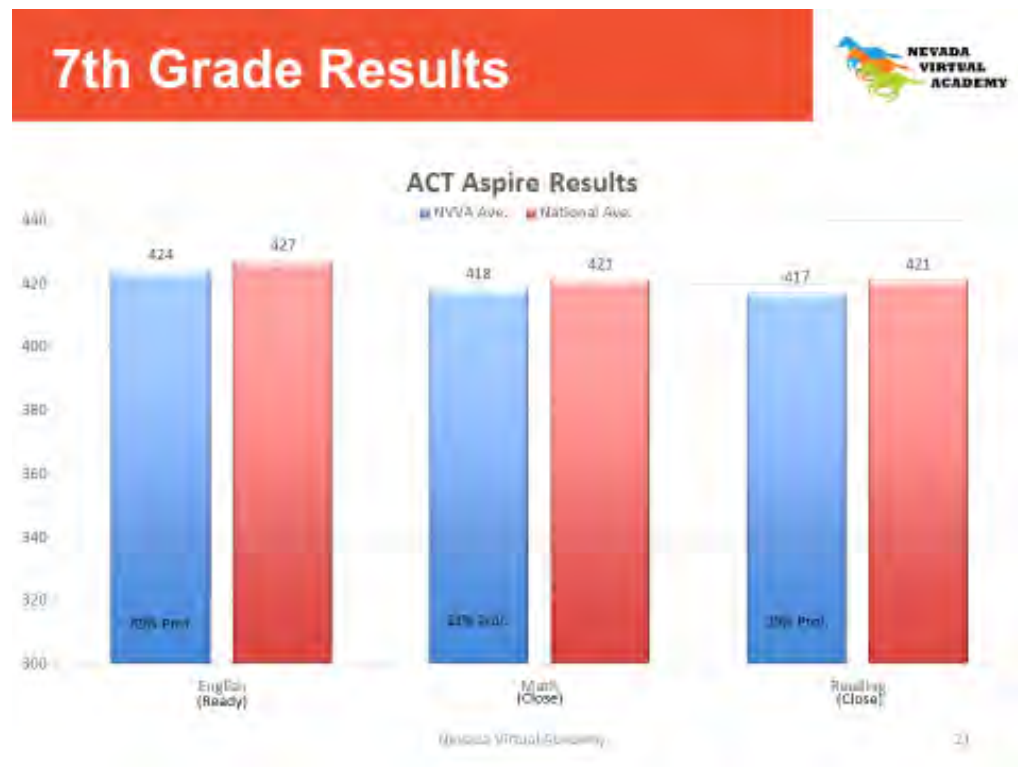
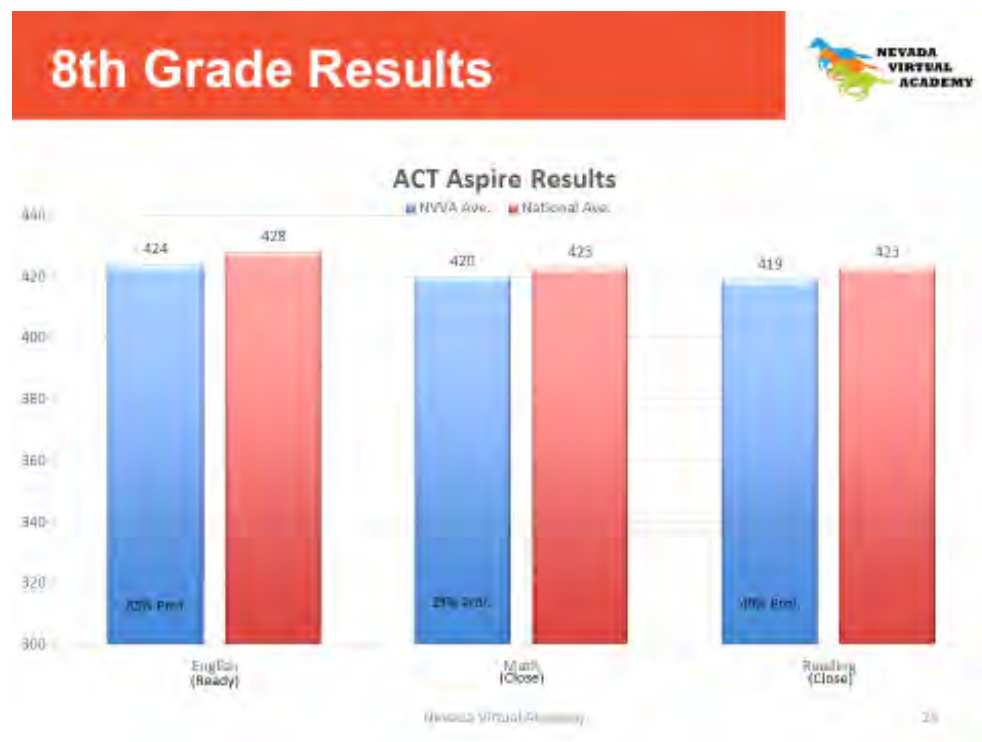


Figure 9: 2016 ACT Aspire Results - 7th GradeFigure 10: 2016 ACT Aspire Results - 8th Grade

As illustrated in Figures 8, 9 and 10, NVVA Middle School was not designated “In Need of Support” in any area on the 2016 ACT Aspire assessments. The school averaged “Proficient” on the English assessment in grades 6-8. The primary objective for NVVA-MS in 2016-17 will be to move the average score in Math and Reading from “Close” to “Ready.”

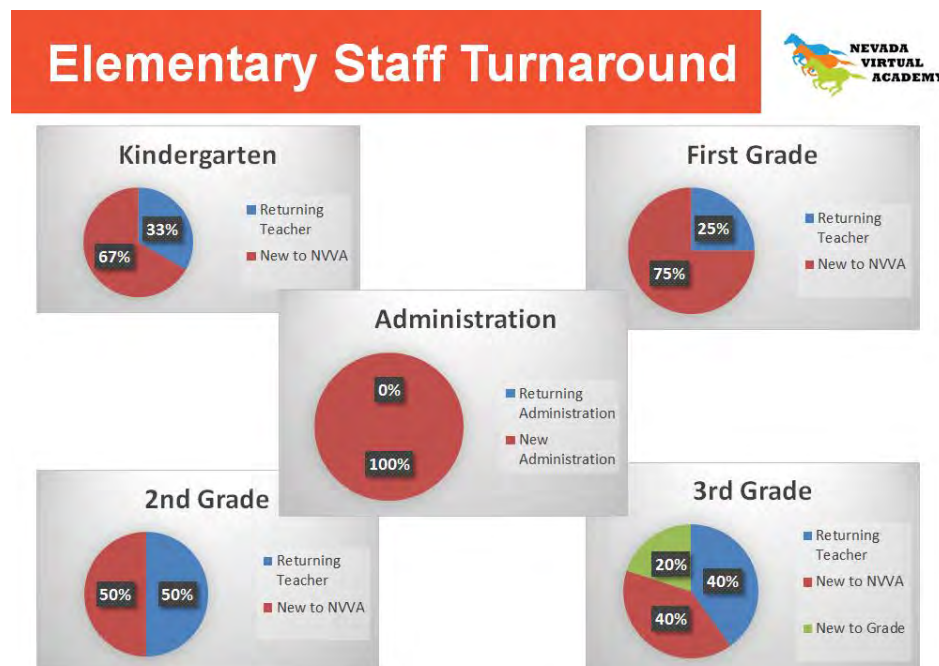
C. Elementary School

Nevada Virtual Academy Elementary School (NVVA-ES) has undergone a dramatic shift since the 2013 charter renewal. The increased rigor of the Nevada Academic Standards, along with increased accountability measures approved in the last legislative session, have made academic achievement at the lower grade levels a priority.

Turnaround Implementation

In order to increase academic achievement at NVVA-ES, staffing and administrative changes were necessary, as NVVA-ES was designated a Focus School for 2015-2016. These changes focused on meeting the needs of the diverse learners in the early grades. However, it is important to recognize that this designation is based on NSPF data from the 2013-2014 school year.

Figure 11: Elementary Staff Turnaround 2015-16



The intentional staffing adjustments noted in Figure 11 were made with the following goals in mind:

- Growing student achievement for all students;
- Improving the literacy and achievement levels in core content areas;
- Ensuring students are educated by effective teachers;
- Supporting innovative programs to improve learning; and
- Lowering student teacher ratios.

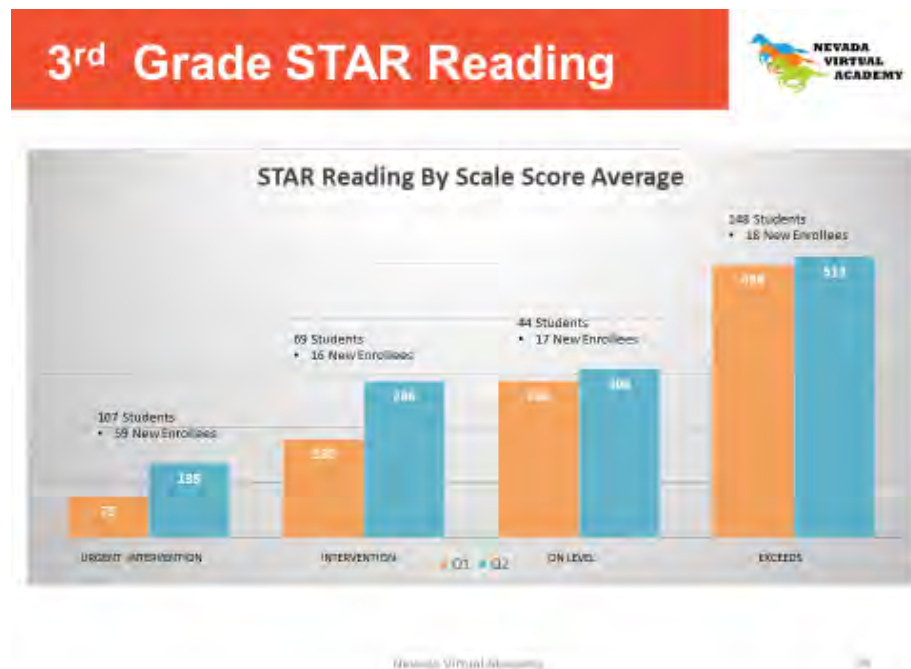
The current administrative and instructional staff understand the task ahead, and expect this year's summative assessment results will reflect the hard work that continues to occur.

Progress

The freeze in data for the 2014-2015 school year affected NVVA-ES more than the other NVVA schools. However, NVVA-ES continues to close the gap in reading for its most disadvantaged students.

In evaluating the students it serves, NVVA learned that especially at the elementary school level, students enroll already below grade level. The data in Figure 12, below illustrates that majority of new students are behind grade level in reading. Nearly 68% of new elementary school students in school year 2015-2016 required “Urgent Intervention” or “Intervention” in reading.

Figure 12: 3rd Grade STAR Reading Assessment Data 2015-16



NVVA-ES developed its Elementary School Wide Literacy Plan as a response to the high number of deficient new students. The school's Literacy Plan aligns to the four elements of the *Read By 3* guidelines and the nine guiding principles of the Nevada State Literacy Plan (NSLP).

ACT Aspire

The Spring of 2016 was the first year for NVVA students participating in the SPCSA-mandated ACT Aspire summative assessment. These data will serve as baseline for school improvement goals. The results are below:

Figure 13: 2016 ACT Aspire Results – 3rd Grade

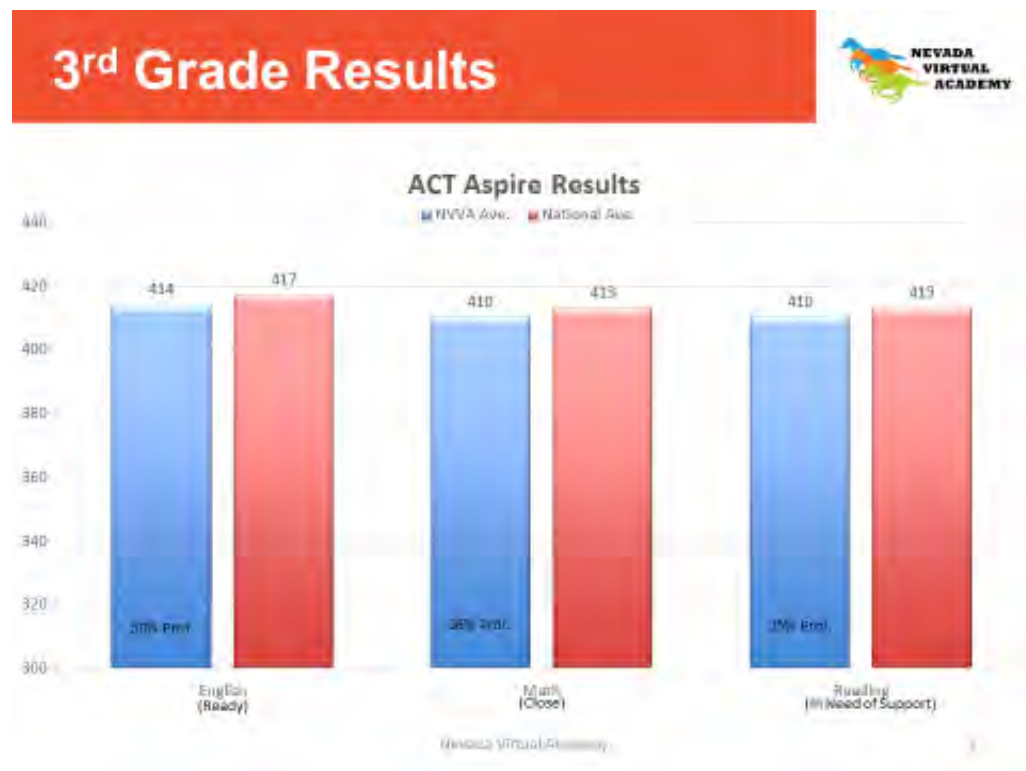
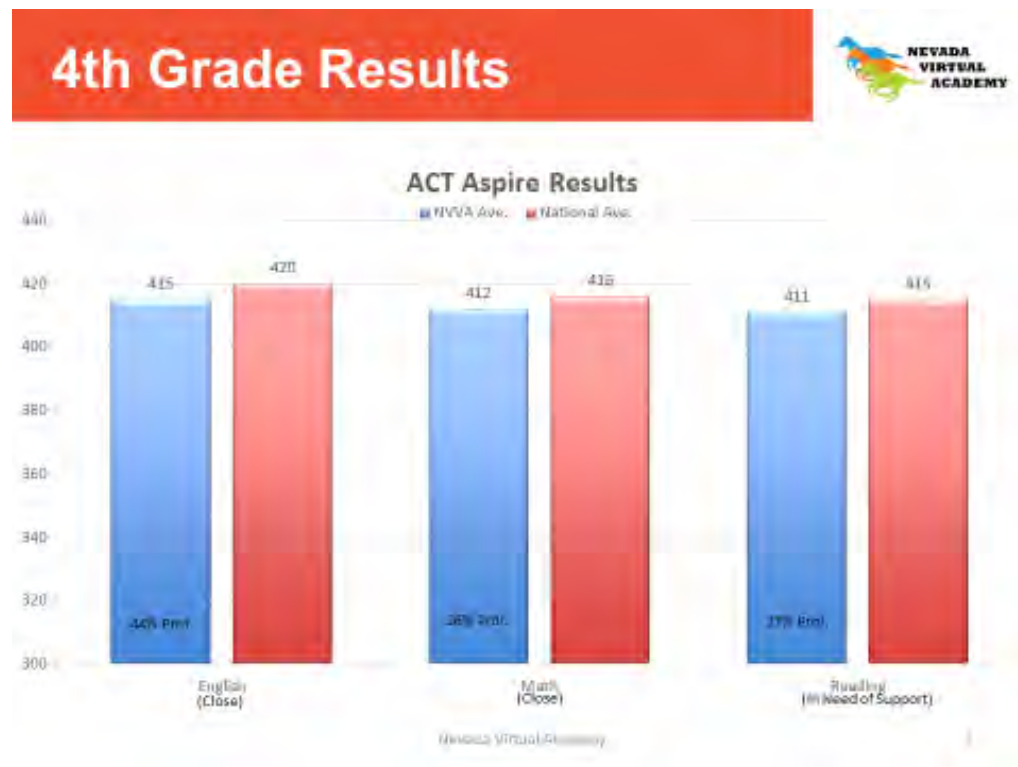
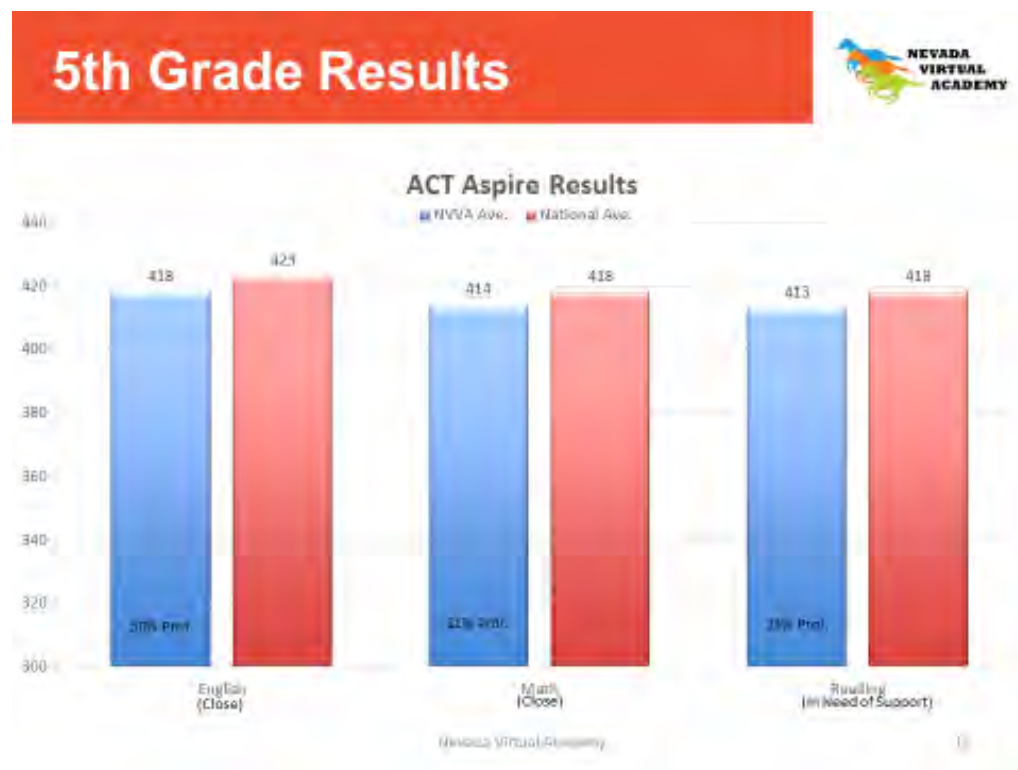


Figure 14: 2016 ACT Aspire Results –4th GradeFigure 15: 2016 ACT Aspire Results – 5th Grade

Figures 13, 14 and 15 show that NVVA-ES English scores closely mirror that of the national average, with 3rd grade designated as “Ready.” The data also shows some clear opportunities, the most apparent of which is a need for intense focus on Reading in grades 3-5. Remediating this will be a top priority in 2016-2017. However, it is worth noting that there may be some factors that influenced the data. First, we believe that many students experienced testing fatigue. Our youngest students were asked to perform on as many as 8 state-mandated exams in a short time frame. Furthermore, all students were counted in this data, regardless of their enrollment date. This is much different that the accountability measures of previous years in which only students enrolled in the school on Count Day were validated.

4. NEXT STEPS

A. Pathways Evaluation and Expansion

In July 2015, the SPCSA Board approved Nevada Virtual Academy’s implementation of a blended learning program for NVVA’s students in Clark County. Early assessment of data indicate that the NVVA Pathways approach to incorporate the best instructional practices for virtual and on-campus learning has helped students in all grade levels achieve greater academic success. It is important to note here that students outside of Clark County have benefitted from increased exposure to remedial and supplemental instruction, and all three schools continue to explore ways to increase instructional opportunities for all students.

Figure 16: HSPE Improvement for Students Attending Blended Programs.

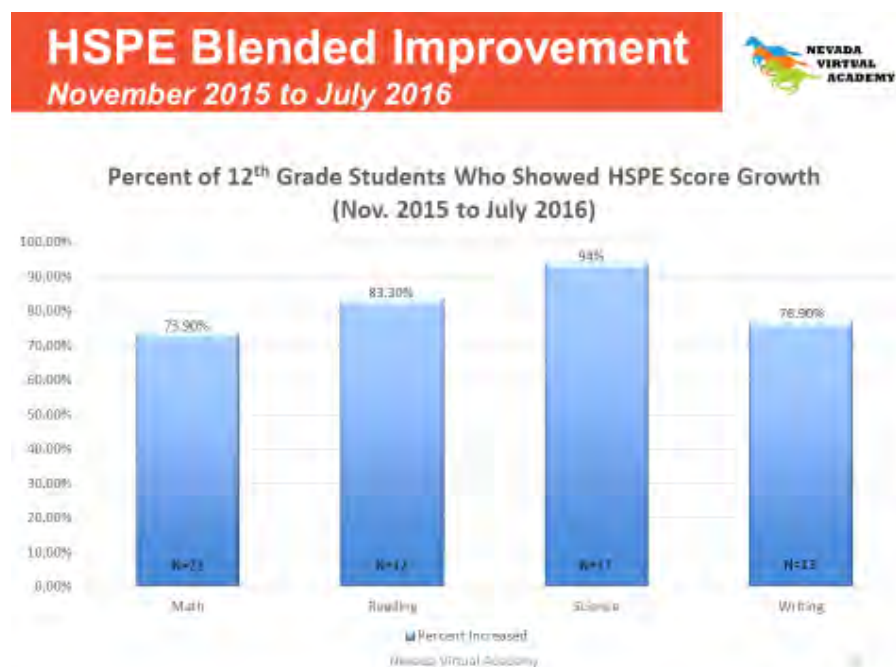


Figure 16 shows improvement was seen at all content levels on the HSPE, by students in the Class of 2016. NVVA will continue providing professional development to fine-tune the instructional and engagement skills necessary to afford all students a unique opportunity to participate in an individualized, blended educational experience that will help to close every academic achievement gap.

2016-2017 will also usher in an expansion of the ACT National Career Readiness (ACT-NCRC) program pathway. There has been much debate among education experts in recent months about the lack of alignment that exists between the ACT and Clark County students. Graduation rates are increasing state-wide, yet student proficiency on the ACT is not. Only 10% of 11th graders on the ACT in 2016 performed well enough to be considered college-ready in reading, math, English and science⁶. The data in Figure 5 of this document show that NVVA-HS was clearly ahead of this curve. However, in response to this disturbing trend, NVVA-HS will be expanding ACT readiness for students. In addition to exposing more students to the ACT-NCRC, it will also engage all 11th graders in an ACT readiness program as part of a partnership with Nevada State College. The true value of the ACT is that it has the opportunity to allow students who test well to begin their college career without having to take remedial classes. NVVA recognizes this and is excited to be a leader in the State in this regard.

NVVA-ES has also seen a significant return as a result of the overall impact of blended learning on student growth. The interactions that take place allow teachers to engage families and parents further developing connections and a collaborative commitment to supporting students both on and off site. Figures 17 and 18 show the significant increase in interim assessment scores for all NVVA-ES students as demonstrated by performance in the Nevada Department of Education-approved STAR diagnostic assessment. Students who participated in the blended program showed significantly greater growth on the average scale score from the first to the second administration of the STAR in both ELA and Math.

⁶ “ACT Test Scores Put Clark County College-Ready Students at Less Than 10 Percent.” **Las Vegas Review Journal**. 11 July, 2016.

Figure 17: Kindergarten-3rd Grade ELA Growth 2015-16

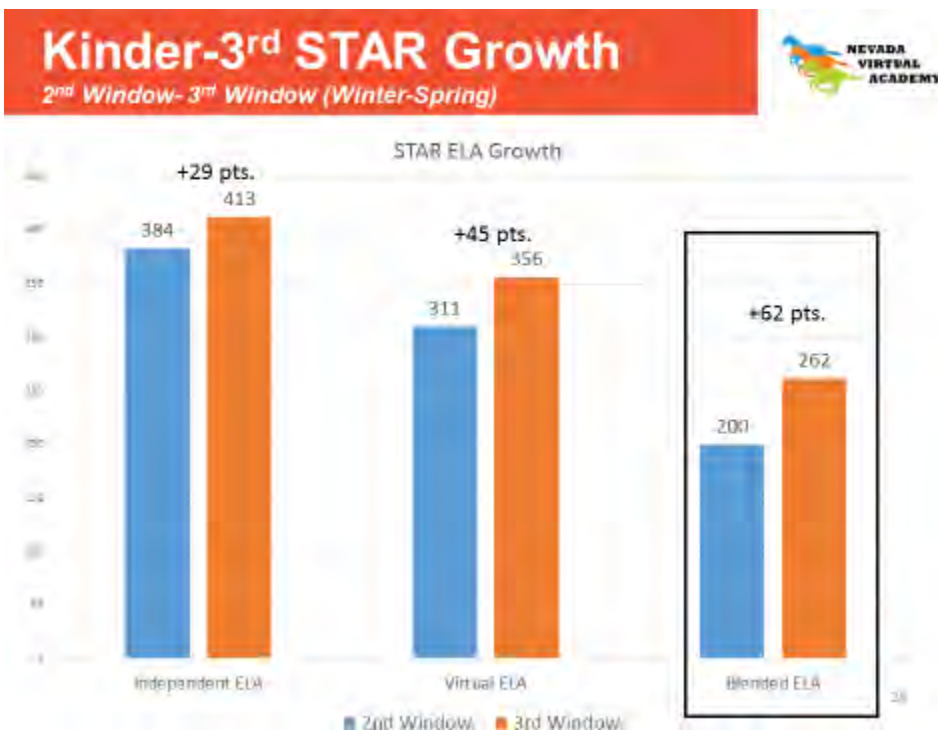
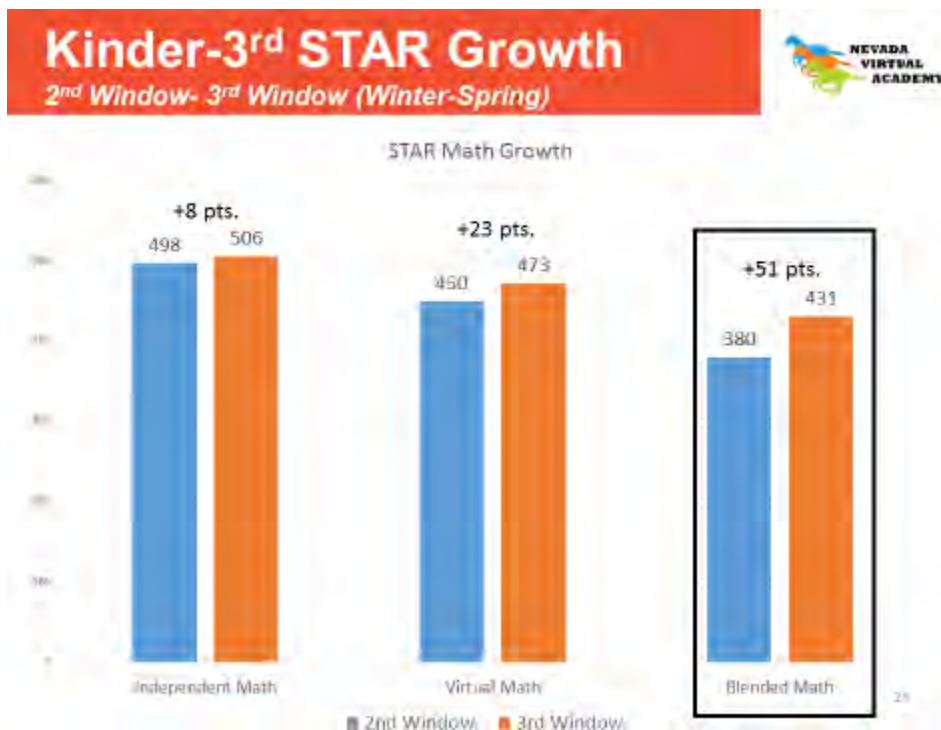
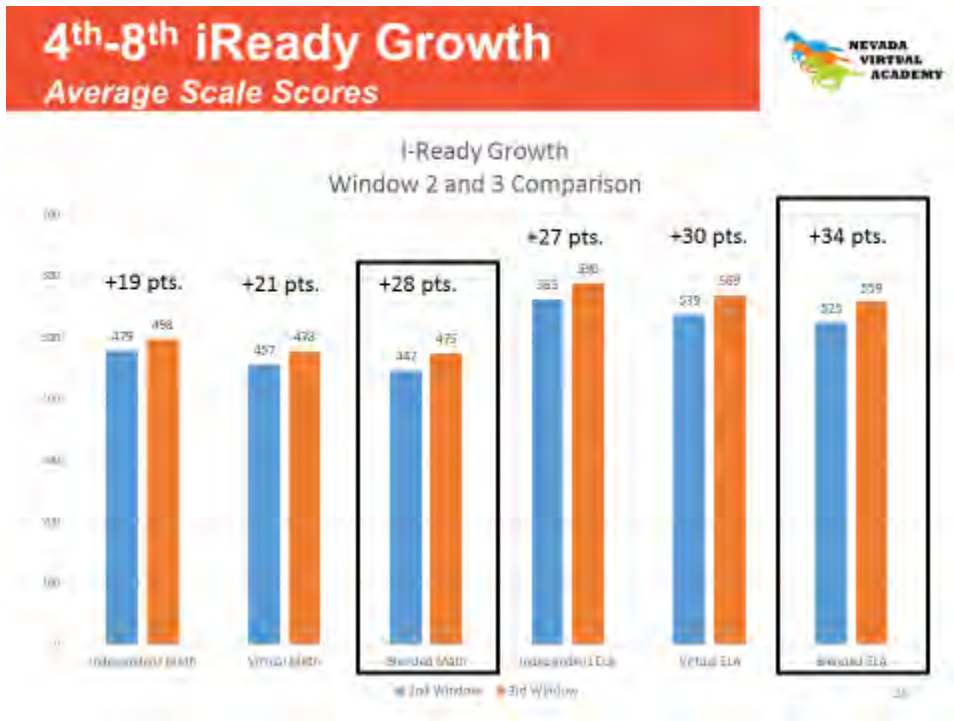


Figure 18: Kindergarten-3rd Grade Math Growth 2015-16



NVVA-MS has seen strong growth in its blended program results based on increases in interim assessment scores. As seen in Figure 19, out of 52 students in the blended learning program testing between window 2 and 3 of iReady, the average increase in scale scores in Math was 28 points, versus the schoolwide average gain of 21. The average increase in blended scale scores in Reading was 34 points, versus the schoolwide average gain of 30.

Figure 19: 4th-8th Grade Interim Assessment Growth 2015-16



More data analysis needs to be done to completely evaluate the first year of the blended initiative, but given such promising preliminary results, NVVA would like to explore the possibility to expanding its direct instruction services to students in Washoe County.

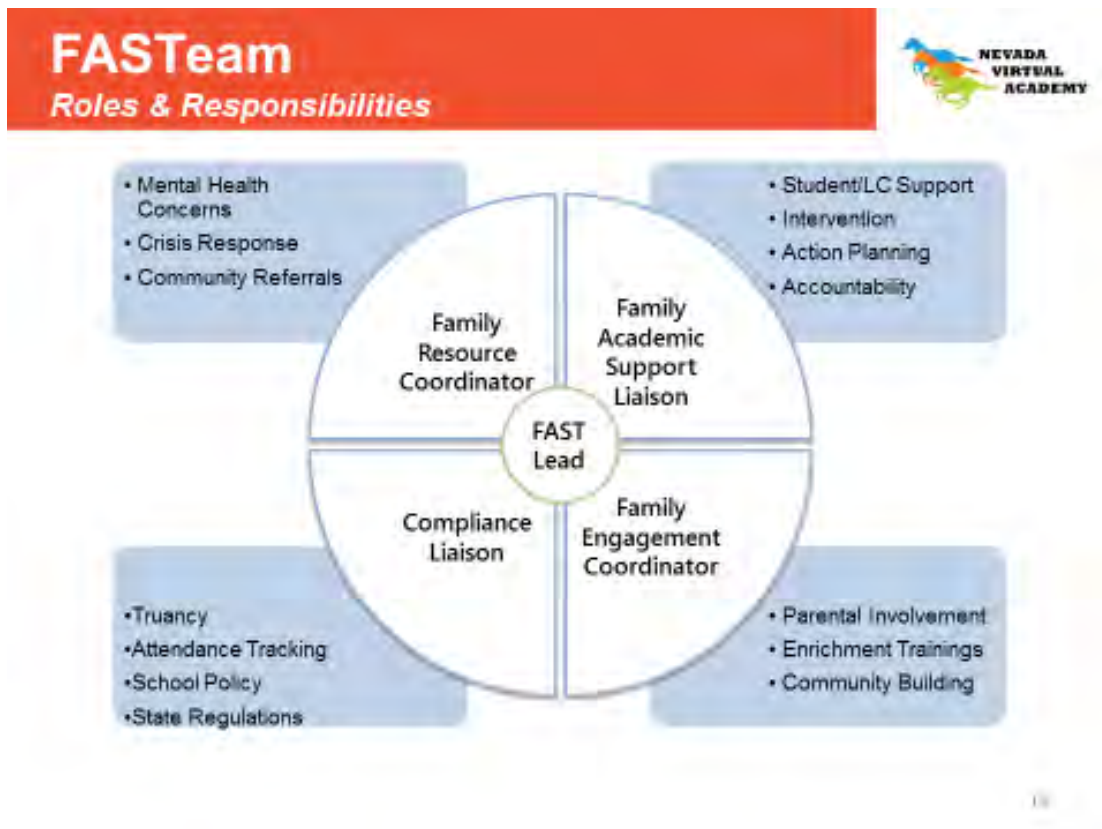
B. Family Academic Support Team (FAST)

The 2016-17 school year will also see the fine-tuning of student wrap-around services at NVVA. Up to this point, NVVA had an 11 person team responsible for providing additional support services for students, over and above the instructional staff. In 2016-17, NVVA will have a 14 member team which will see the addition of a Family Resource Coordinator, a Family Compliance Liaison and a Family Engagement Administrator. The goals of FAST are as follows:

- Develop the capacity of students and families from a **strength-based** perspective

- Help students **stay on track** through early interventions, wrap-around supports and engagement strategies
- **Work through non-academic issues** with students and families in order to remove barriers to school success
- Create a **positive, welcoming and supportive school climate** during **Strong Start** and throughout the year that allow a range of opportunities for parental involvement
- Develop **community partnerships** in order to better support students and families with social, emotional, and medical issues
- Foster student **connectedness** and nurture student **motivation**
- Improve student **retention** to **promote** students to the next grade level and achieve on time **graduation**

Figure 20: Family Academic Support Team



C. School Goals

In the absence of reliable state data to evaluate our progress towards school, State and Authority expectations, NVVA has integrated its progress monitoring and fashioned its school goals for the next 3 years with other State-approved measurement tools in mind.

K-8 Goals

ACT Aspire

Goal 1: Close the Gap in the Average ACT Aspire Scores in Elementary School For Areas Designated “In Needs of Support” to “Close.”

Goal 2: Close the Gap in the Average ACT Aspire Math Scores in Middle School from “Close” to “Ready.”

Goals Using Other State-Approved Metrics

Goal 1: Increase the reading proficiency rates in grades K-3 by 12% in each grade level by 2018-2019, as measured by Measures of Academic Progress (MAP).⁷

Goal 2: Increase reading achievement gap as measured by i-Ready diagnostic by 9% by 2019.

Goal 3: Increase math achievement gaps as measured by i-Ready diagnostic by 9% by 2019.

High School Goals⁸

Goal 1: Increase graduation rate to 75% by 2019.

Goal 2: Increase 9th grade credit sufficiency rate to 87% by 2019.

⁷ STAR was a state-approved interim assessment in 2015-2016; it is not for 2016-2017. NVVA will use MAP for 2016-2017.

⁸ HS Goals are articulated in the SIG.

D. Commitment to STEM

For several years, NVVA has made a commitment to improving the STEM exposure for its students. For 2 years, the school has had a very robust extra-curricular program that includes competitive robotics and First Lego League teams. To further this development and help support its continuous school improvement, NVVA was also fortunate to have received the State of Nevada College and Career Readiness Grant for the 2016-17 school year.

The anticipated outcomes are:

- Expand STEM education lessons and activities across content areas. Ten-member STEM teacher leader team will develop lessons and implement them across grades 7-12 as measured by student attendance.
- Deepen student engagement across content areas with STEM centered lessons as measured by engagement observations and surveys.
- Increase student enrollment in high school STEM elective courses.
- Broaden student exposure to STEM professionals and related careers

5. CONCLUSION

The consistent academic growth of Nevada Virtual Academy students combined with the schools' ability to sustain this achievement demonstrates that NVVA has made substantial progress in closing achievement gaps since 2013. The school increased its overall rating on the SPCSA Framework by 16.18 points from SY 2012/2013 to SY2013/2014.⁹ In addition, significant achievement gains have been made in key areas: high school graduation rate, state proficiency exams, and ACT scores. Further, NVVA has closed achievement gaps in populations of educationally disadvantaged students and continues to serve the largest FRL student population in the SPCSA portfolio of schools.

Nevada Virtual Academy promotes student achievement by preparing every student every day for college and career readiness. The school has articulated its researched-based plan to continue its current growth and sustain its achievement gains. NVVA-HS was the only school in Nevada to receive a School Improvement Grant which demonstrates its sound plan for improvement. The school's blended initiative, while only completing its inaugural year, has increased both student engagement and achievement. NVVA's administration, teachers, and staff will continue to use data-driven decisions to drive school improvement and refine instructional practices.

⁹ Data is not available for the 2014/2015 and 2015/2016 school years.

Appendix E- Expanded School Goals

K-8 Goals

Goal 1: Increase the reading proficiency rates in grades K-3 by 12% in each grade level by 2018-2019.

	BASELINE 2015-16 (STAR)	2016-17 (MAP)	2017-18 (MAP)	2018-19 (MAP)
KINDERGARTEN	52%	56%	60%	64%
1ST GRADE	42%	46%	50%	54%
2ND GRADE	42%	46%	50%	54%
3RD GRADE	42%	46%	50%	54%

Goal 2: Increase reading achievement gap as measured by i-Ready diagnostic by 9% by 2019.

	BASELINE 2015-16	2016-17	2017-18	2018-19
4TH GRADE	49%	52%	55%	58%
5TH GRADE	54%	57%	60%	63%
6TH GRADE	52%	55%	58%	61%
7TH GRADE	48%	51%	54%	57%
8TH GRADE	50%	53%	56%	59%

Goal 4: Increase math achievement gaps as measured by i-Ready diagnostic by 9% by 2019.

	BASELINE 2015-16	2016-17	2017-18	2018-19
4TH GRADE	53%	56%	59%	62%
5TH GRADE	54%	57%	60%	63%
6TH GRADE	51%	54%	57%	60%
7TH GRADE	39%	42%	45%	50%
8TH GRADE	40%	43%	46%	50%

High School Goals

Goal 1: Increase graduation rate to 75% by 2019.

CLASS OF 2015	CLASS OF 2016	CLASS OF 2017	CLASS OF 2018	CLASS OF 2019
63.5%	64%	75%	80%	75%

Goal 2: Increase 9th grade credit sufficiency rate to 87% by 2019.

2015-2016 BASELINE	2016-2017	2017-2018	2018-2019
72%	77%	82%	87%

ACT Aspire Goals

TBD. ACT Aspire data is new and still being evaluated. This data has been the subject of on-going collaboration with SPCSA staff.

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: Quest Academy and Silver State
Charter School receiver update**

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 7

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA**FISCAL IMPACT:****BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):****LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 30 Mins****SUBMITTED BY: _____**

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

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BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 7—Silver State and Quest Receivership Update
DATE: August 26, 2016

Background:

In the fall of 2014, the Authority received multiple reports of financial mismanagement from governing body members at two charter schools, Quest Academy and Silver State Charter School. Based on those reports and issues with the timeliness and completeness of the 2014 independent audits of both schools, the Agency served both schools with Notices of Breach in December 2014.

During late 2014 and early 2015, the Agency contacted each of the big four accounting firms (PricewaterhouseCoopers, Ernst & Young, Deloitte, and KPMG). Based on restrictions on the Agency's ability to conduct the investigation under the auspices of counsel and limitations on the Agency's ability to indemnify a firm in any suit brought by a school as a result of an audit or investigation, the Agency was only able to agree to acceptable terms with Deloitte.

In early 2015, the Interim Finance Committee approved a Work Program transferring funds from the Agency's reserve category to Professional Services to fund the proposed contract with Deloitte.

On June 9, 2015, the Board of Examiners approved the Agency's contract with Deloitte to perform audits of Quest and Silver State.

Deloitte began their review of both schools in July 2015.

Deloitte prepared and submitted reports on their findings and supporting documentation related to Quest in September 2015. Those materials may be found at <http://goo.gl/6WBnyk>.

Deloitte prepared and submitted reports on their findings and supporting documentation related to Silver State in October 2015. Those materials may be found at <https://goo.gl/A841fA>.

Based on the risk of imminent insolvency to Quest and ongoing governance deficiencies that led to the effective dissolution of the Quest governing body, the Authority intervened in October 2015 and voted to place the school in receivership. Joshua Kern was installed as receiver in November 2015. He has made multiple reports to the Authority regarding progress at Quest since his appointment.

Due to the systemic financial mismanagement at Silver State, the Authority initiated revocation proceedings in November 2015. The Authority initially voted to revoke Quest's written charter in January 2016. Due to litigation risk and concern regarding potential ongoing financial and academic issues, the Authority directed staff to enter into settlement negotiations in March 2016. After several months of negotiations, the Authority and Silver State agreed to a settlement that permitted ongoing operation and a renewal under the governance and oversight of a court-appointed receiver and the monitoring of a court-approved trustee to enforce the terms of the receivership appointment. The court appointed Joshua Kern the receiver of Quest effective July 1, 2016. The initial Trustee resigned shortly thereafter and the court replaced her with Robert Cane. The court has also issued an order clarifying the role of the Receiver and the Trustee. This will be Mr. Kern's second report to the Authority related to Silver State.

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

S U B J E C T: Update, discussion, and possible action regarding status of Beacon Academy charter contract incorporating the terms of the proposed improvement plans

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 8

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 45 Mins

SUBMITTED BY: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

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BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 8--Beacon Academy Graduation Rate Performance Improvement Plan
DATE: August 26, 2016

Pursuant to [NRS 388A.330](#), as amended by Section 27 of [SB509](#) of the 2015 Legislative Session, a graduation rate below 60 percent is grounds for termination of a charter, or the revocation of a written charter, or the reconstitution of the governing body of a charter school.

Beacon Academy of Nevada was approved by the State Board of Education in 2008 and was renewed by the Authority in 2014. It currently operates pursuant to a charter contract. The charter contract expires in 2020.

For each of the past five years, Beacon's graduation rate has been below 60 percent.

	2011	2012	2013	2014	2015
Graduation Rate	16.38%	14.30%	37.61%	56.52%	52.63%
Rank in State	104/106	108/110	100/111	104/117	104/117
Position from Bottom	3 rd lowest in state	3 rd lowest in the state	12 th lowest in the state	14 th lowest in the state	14 th lowest in the state
Percentile Rank	3 rd	3 rd	11 th	12 th	12 th

While Beacon saw a significant increase between 2012 and 2013 in its performance relative to the rest of the state, the school has remained at the 11th or 12th percentile since then. Moreover, a review of the first extended cohort data for Beacon, a 5th year graduation rate¹ for the class which was scheduled to graduate in 2013, indicates that graduation rate of students who graduated within five years was actually lower than 4 year rate: 32.97 percent. In contrast to the arguments made by

¹ Extended cohort graduation rates require additional time and resources to validate and calculate. The Department of Education expects to release an official 5th year cohort graduation rate for those students who were scheduled to graduate in 2014 sometime in the fall of 2016.

many advocates for schools classified as underperforming, additional time does not appreciably alter the performance record of such schools. Indeed, in the case of Beacon, the school's performance actually declines to even less acceptable levels.

Based on a review of [data](#) submitted to the Agency by the school, Beacon is ineligible for the alternative state performance framework authorized under [SB460](#) of the 2015 Legislative Session, as it has a 48.48 percent unduplicated count of [eligible students](#). That unduplicated count is well below the 75 percent minimum in such categories of students set forth in statute. Put simply, there is little difference in the observable characteristics—special education eligibility, over-age, under-credit status, adjudicated youth status, etc.—of students at Beacon than at high need high schools across the state, including many in Clark County. Pursuant to statute, traditional public schools with graduation rates similar to Beacon are eligible for inclusion in the Achievement School District. As a charter school, this graduation rate renders Beacon eligible for authorizer intervention, including termination of its charter contract or reconstitution of its governing body.

Based on the school's history of poor graduation rates, the Authority directed staff to engage in discussions with the Agency regarding its plan for improvement. The school has made multiple presentations to the Authority since February 2016, including an extensive dialogue with members in June of this year. The most recent plan, submitted to the Agency on July 24, 2016, incorporated the school's most recent written proposal. Based on discussion at the table during the July 29, 2016 Authority meeting, school leader Tambre Tondryk proposed the following measurable graduation rate targets:

Year	2016	2016	2017
4 Year Adjusted Cohort Graduation	52%	55%	60%

Based on that proposal, staff recommended that the Authority accept those targets and require that they be memorialized in an amended charter contract. In recognition of the school's willingness to set annual adjusted cohort graduation targets for the next three years, staff recommended that the contract provide that the Authority would not terminate the charter contract based on not meeting those targets, but that reconstitution and receivership could be imposed by the Authority. In exchange for taking closure off the table, the school would agree to limit any potential judicial review of a reconstitution or receivership decision to the question of whether the school had or had not met the targets. The recommendation was also that the contract provide that the school could provide, and the Authority would be required to consider, additional evidence submitted by the school, but that the Authority retained the sole discretion to determine how or whether to weigh that evidence in any accountability decision. The Authority approved the goals proposed by the school and the staff recommendation, requiring that the school and the Agency negotiate a contract acceptable to both parties.

Agency counsel has been in contact with school counsel over the past month and will report out on the progress of those discussions.

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

S U B J E C T: Update, discussion, and possible action regarding status of Nevada Connections Academy charter contract incorporating the terms of the proposed improvement plans

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x/ </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 9

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 45 Mins

SUBMITTED BY: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

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BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item ; "—Nevada Connections Academy Graduation Rate Performance Improvement Plan
DATE: July 29, 2016

Pursuant to [NRS 388A.330](#), as amended by Section 27 of [SB509](#) of the 2015 Legislative Session, a graduation rate below 60 percent is grounds for termination of a charter, or the revocation of a written charter, or the reconstitution of the governing body of a charter school.

Nevada Connections Academy (NCA) was approved by the State Board of Education in 2007 and was renewed by the Authority in 2013. It currently operates pursuant to a written charter. The written charter expires in 2019.

For each of the past five years, NCA's graduation rate has been below 60 percent.

	2011	2012	2013	2014	2015
Graduation Rate	26.5%	36.08%	33.91%	37.19%	35.63%
Rank in State	99/106	98/110	100/111	110/117	110/117
Position from Bottom	8 th lowest in state	13 th lowest in the state	11 th lowest in the state	8 th lowest in the state	8 th lowest in the state
Percentile Rank	7 th	12 th	10 th	7 th	7 th

While the school saw a significant increase between 2011 and 2012 in its performance relative to the rest of the state, moving from the 7th percentile to the 12th, the school declined back to the 7th percentile in both 2014 and 2015. Moreover, a review of the first extended cohort data for the school, a 5th year graduation rate¹ for the class which was scheduled to graduate in 2013, indicates

¹ Extended cohort graduation rates require additional time and resources to validate and calculate. The Department of Education expects to release an official 5th year cohort graduation rate for those students who were scheduled to graduate in 2014 sometime in the fall of 2016.

that graduation rate of students who graduated within five years was somewhat higher than the 4 year rate: 38.04 percent. However, this graduation rate remains woefully short of the 60 percent threshold necessary for the school to meet the minimum target set forth in SB509.

Based on a review of [data](#) submitted to the Agency by the school, Nevada Connections Academy is ineligible for the alternative state performance framework authorized under [SB460](#) of the 2015 Legislative Session, as it has a 23.02 percent unduplicated count of [eligible students](#). That unduplicated count is well below the 75 percent minimum in such categories of students set forth in statute. Put simply, there is little difference in the observable characteristics—special education eligibility, over-age, under-credit status, adjudicated youth status, etc.—of students at NCA than at traditional public high schools across the state. Pursuant to statute, traditional public schools with graduation rates similar to NCA are eligible for inclusion in the Achievement School District. As a charter school, this graduation rate renders NCA eligible for authorizer intervention, including termination of its charter contract or reconstitution of its governing body.

Based on the school's history of poor graduation rates, the Authority directed Agency staff to engage in discussions with the school regarding its plan for improvement. The school has made multiple presentations to the Authority since February 2016, including an extensive dialogue with members in May of this year. While the school drafted a thoughtful [plan](#) which was well received by the Authority in May, there was significant concern around the lack of measurable annual performance targets. Consequently, the school was directed to propose targets for review by Agency staff. As noted by Member Conaboy, "I think it is incumbent upon the schools to suggest the benchmarks and for the staff to sign off on them, and let's have it in writing."

Since the May meeting, Agency staff have had several calls with NCA regarding its improvement plan, including a particularly productive call on July 5. Key takeaways from that call included a reiteration of the importance of proposing measurable annual targets and the strong suggestion that the school determine what, if any, material changes to the At that time, the school indicated they were working on the requested changes and would be prepared to connect again with staff in the days leading up to the board meeting with their final document. The school scheduled a follow-up call for the afternoon of July 27. The next communication from the school came via [email](#) on July 19, when the school leader, Steve Werlein, outlined several contemplated means of tracking progress towards the 60 percent minimum target. Among other things, Mr. Werlein proposed that the measurable targets be based on language contained in the [Every Student Succeeds Act](#), the reauthorization of the Elementary and Secondary Education Act of 1965 (ESEA) which was signed into law in December 2015. That law substantially revised the ESEA, making substantial changes to federal education law and accountability from the previous No Child Left Behind Act.

As the Authority will recall, NCA raised concerns regarding potential conflicts between the state's graduation rate and new ESSA provisions at the March Authority meeting. Several of these issues were addressed by State Superintendent Canavero in his presentation to the Authority at the April 2016 meeting when he strongly disputed the school's contentions related to the inapplicability of the state's current, federally approved method for calculating the graduation rate. "[T]he graduation rate that we have and that we are using is the graduation rate approved by USED. I can't allow the record here to somehow suggest that the four-year cohort graduation rate that we are using, that has real consequences not only for your schools and for this school in particular, but for all of our high schools across the state, to somehow be discredited."²

² State Public Charter School Authority Meeting [Transcript](#), March 25, 2016, page 27-28.

Agency staff requested a review by counsel of the provision cited by Mr. Werlein. Based on an initial review of the federal statute, staff contacted Mr. Werlein on Monday, July 25 and communicated our concerns regarding developing a calculation based on their interpretation of the new law. In a [memorandum](#) issued by Deputy Attorney General Greg Ott on Thursday, July 28, 2016, Mr. Ott concluded that there was no conflict between the Department's current method for calculating the graduation rate and the provisions of ESSA.

Agency staff spoke with the school leader and counsel yesterday regarding these concerns and as of Thursday, July 28, 2016, the school has [proposed](#) targets to achieve the 60 percent target within three years:

Cohort Year	Measurement Date	Cohort Graduation %
2015	December, 2015	37 %
2016	December, 2016	45 %
2017	December, 2017	52 %
2018	December, 2018	60+%

Staff believes these targets are consistent with the guidance set forth by the Authority in May and believes they are SMART (specific, measurable, achievable, relevant, and time bound) goals which the Authority can use as an objective mechanism to evaluate student achievement and determine if the school should remain in the Authority portfolio.

Agency staff has concerns about the broad language that is included along with the proposed goals. The school proposes, for example, that there be an external validation of student academic record data and other characteristics to verify some of the contentions that the school has made regarding the unique characteristics of the student body. Staff concurs that external validation of information which is not tracked and reported by NDE is essential to ensuring that the Authority is receiving factual information. However, it is unclear how the Authority will be able to assess the relevance of such information as there is no ability to compare these data points at other schools and in other school systems. Consequently, staff urges the Authority to avoid committing to consideration of such data in making high stakes decisions regarding the school.

Staff recommended that the Board approve these goals contingent upon the school entering into a charter contract which contains terms identical to those agreed to by Beacon Academy in their recently amended [charter contract](#). The recommendation also specified that the contract identify the approved goals and provide that the school and the Authority will use the graduation rate calculated by the Department and that both parties agree to abide by any changes in the calculation rate approved by the US Department of Education. The recommendation provided that accountability consequences shall be imposed if the school does not achieve a particular annual target. Given the school's willingness to collaborate with the Authority in setting annual performance targets, Agency staff also recommended that the Authority agree to take a charter contract termination that results in closure of the school off the table for the duration of the charter contract, provided that the contract require that the Authority could require that the school enter receivership or have its governing body reconstituted if the school does not meet an annual performance target. The recommendation also provided that the contract should require that judicial review of any appeal of a decision by the Authority would be limited solely to determining whether the school has or has not achieved the annual graduation rate target. This element was critical in light of the concern raised above regarding additional data points. Staff recommended that the language related to school-reported and externally verified data provide that the Authority shall review such information only after it

has notified the school of its intent to place the school into receivership or reconstitute the governing body due to failure to meet one of the annual graduation rate targets. The recommendation also specified that the contract should specify that while the Authority is required to review such evidence, it has the discretion of whether or not to consider such information in making the final decision to reconstitute or terminate the contract. Staff argued that it was important that the Authority be able to access relevant and objectively verified information in making decisions related to the best interests of schools and students while ensuring that it retains the authority to consider such evidence and the discretion to make the decision it deems the most appropriate.

After extensive discussion, the Authority approved the goals set forth by Nevada Connections Academy and required that the school and the Agency negotiate a contract acceptable to both parties.

Agency counsel has been in contact with school counsel over the past month and will report out on the progress of those discussions.

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: Update on Agency Budget****Request**

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 10

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA**FISCAL IMPACT:****BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):****LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 20 Mins****SUBMITTED BY: _____**

Categories:

- 01 Personnel Services
 - These costs represent salary/benefits for 13 full time equivalent (FTE) staff as well as board stipends
- 02 Out of State Travel
 - Costs for staff out of state travel, primarily 2 annual conferences
- 03 In State Travel
 - Costs for staff in state travel, includes participation in committee meetings, board meetings, school site visits, staff oversight, training, audit/monitoring, etc.
- 04 Operating
 - General operating costs for office: phone/cell service, printing, shredding, supplies, postage, annual memberships, etc.
 - Office space leases
 - General Contracts: external reviewers, forensic audit services
 - Testing: ACT Aspire, WIDA
- 05 New Furnishings
 - Budget authority to furnish for 3 new positions approved in SFY 2016
- 13 Special Education
 - IDEA Part B grant funding
 - Program specific costs: sub-grant awards to schools, program management, travel, etc.
- 14 Early Childhood
 - Grant funding for early Childhood Special Education
 - Program specific costs: sub-grant awards to schools, program management, travel, etc.
- 15 Title I
 - Title I grant funding
 - Program specific costs: sub-grant awards to schools, program management, travel, etc.
- 18 Nevada Ready Pre-K
 - Title I grant funding
 - Program specific costs: sub-grant awards to schools, program management, travel, etc.
- 20 Business Development
 - Represents costs for 1 contract to NACSA for business consulting services and recommendations for implementation of SB509 as well as national best practices in charter school authorizing
- 23 Title III LEP
 - Title III grant funding – Limited English Proficient
 - Program specific costs: sub-grant awards to schools, program management, travel, etc.
- 24 Title III Immigrant
 - Title III grant funding - Immigrant
 - Program specific costs: sub-grant awards to schools, program management, travel, etc.

- 25 SB 405 State ELL
 - State grant funding for Zoom schools
 - Program specific costs: sub-grant awards to schools
- 26 Information Services
 - IT operating costs for office: email, computer equipment, data network, web server, etc.
 - IT Contracts: Infinite Campus, Epicenter, Shoutpoint
 - Software annual licenses: Tableau, National Student Clearinghouse
- 32 Charter School Board
 - Operating costs for board: room rental, conference calls, court reporter
 - Travel for board members: in and out of state
- 35 Title II
 - Title II grant funding
 - Program specific costs: sub-grant awards to schools, program management, travel, etc.
- 82 Department Cost Allocation
 - Assessments to Department of Human Resource Management for HR support services
- 86 Reserve
 - 90 day operating and \$250,000 set aside for Special Education litigation
- 87 Purchasing Assessment
 - Statewide assessment for support services from State Purchasing.
- 88 Statewide Cost Allocation
 - Statewide assessment for general administrative/support services from various other agencies: Budget Division, Controller's Office, State Treasurer, Internal Controls, etc.
- 89 Attorney General Cost Allocation
 - Assessment to the Office of the Attorney General for legal counsel and investigative services

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: Charter School Association of Nevada (CSAN) Conference Update**

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 11

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Melissa Mackedon, Vice Chair, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 15 Mins

SUBMITTED BY: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

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BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Melissa Mackedon and Colin Seale
SUBJECT: Agenda Item # 11—CSAN Conference Update
DATE: August 26, 2016

Greetings to Nevada's Charter School Community!

I hope you are all as excited as we are about the start of the upcoming school year! On behalf of the Charter School Association of Nevada (CSAN), I wish you the best of success as you take on the challenging task of leading the over 30,000 students we serve on a path to academic achievement. We would love for CSAN to be a powerful resource for you on this journey, so please join us on our mission of helping Nevada charters thrive academically, organizationally, financially, academically, and politically.

To kickoff this year, we are hosting CSAN's Annual Charter School Conference on **Saturday, October 1, 2016** from **8am-4pm** in Las Vegas at the **American Preparatory Academy**, (8377 West Patrick Lane, Las Vegas, NV 89113). Our theme this year is **Rising Together: Serving Our Increasingly Diverse Students in an Increasing Complex Environment**. We've experienced tremendous growth in our charter movement, but we still need to build an infrastructure of professional learning, grassroots advocacy, and organizational support to meet our growing needs. We want to change this, and we need your help to do this together! Here are 3 ways you can help:

1) Share your strengths by responding to our **Call for Proposals** (link here): We are hoping to provide 3 different tracks to meet the diverse needs of educators, school leaders, and board members/community supporters who will be attending. So please submit your session ideas and share this any dynamic presenters who may be interested! All proposals are welcome, but we are especially interested in sessions focused on meeting the needs of at-risk, special education, and English Learner student populations, helping charter boards improve their organizational and financial practices, and helping schools improve grassroots and formal outreach and advocacy efforts. Proposals are due on or

before **Friday, September 9**. All applicants will be informed if their proposals have been selected by **Wednesday, September 14**.

2) Register your teachers, leadership team, and governing boards for the conference by clicking here: (link). By hosting our conference on a Saturday, we are hoping to make it easier for schools to send lots of teachers and administrators.

3) Join CSAN if you haven't already! Many of you have received our mailers, emails, and phone calls asking for you to formally join CSAN. Your membership will help us in our efforts to lobby for facilities funds and a wide variety of important advocacy issues up for debate in the 2017 legislative session and build our capacity to build a more connected, more informed charter movement.

4) Help us find **sponsors** and **vendors** for our conference! Do you partner with businesses who would love the opportunity to expose their products or services to our network of charter schools? If so, please send them our Sponsorship Packet (link to packet) to ask for their participation.

Thanks so much, and please feel free to contact Katy Foley at (number/email) for any questions you have about the conference or about joining CSAN. To stay in touch, please like and follow us on our Facebook page (link). Best of luck for the upcoming school year, and I look forward to seeing you at our annual conference!

Thanks!

Colin Seale
President, Charter School Association of Nevada

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

S U B J E C T: Update, discussion and possible action regarding the State Public Charter School Authority's Strategic Plan

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 12

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 15 Mins

SUBMITTED BY: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

**1749 North Stewart Street Suite 40
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(775) 687 - 9174 · Fax: (775) 687 - 9113**

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 12—SPCSA Strategic Plan
DATE: August 26, 2016

Background:

The Authority adopted its first [strategic plan](#) on March 23, 2013. Based on feedback from NACSA and WestEd in the fall of 2016, the Authority began revisions to its strategic plan in May 2016. At that time, the Authority identified two key objectives and four goals in the [draft document](#).

Objectives:

- 1) By 2020, increase the number of high quality seats in SPCSA-sponsored charter schools to 60,000.**
- 2) By 2020, enroll a statewide student population which is representative of our sending schools.**

Goals:

- 1) Open and sustain quality schools that reflect the demographics of their community**
 - a) Proactive Enrollment Practices
 - b) Equitable Funding
 - c) Focusing on local talent to open new schools
- 2) Unwavering Commitment to High Quality Schools—4 & 5 Star Schools**
 - a) Approve only the highest quality applicants

- b) Reward High Quality Schools and Disseminate Best Practices
- c) Sanction low performing schools
- d) Align standards to assessments
- e) Third party comprehensive assessment of the quality of the sector

3) Fulfillment of Public School Obligations

- a) Ensure equitable service to traditionally underserved populations
- b) Reward schools that equitably serve underserved populations
- c) Investigate and sanction schools that do not equitably serve underserved populations
- d) Recognize problems and encourage partnerships to facilitate solutions for children's environmental challenges

4) Facilitate a Community of Practice Among Charter School Operators and Leaders to Build a Culture of Innovation and Collaboration

- a) Leverage the Authority's LEA role to encourage the development and dissemination of best practices
- b) Collaborate with the Governor's Office, the Office of Economic Development, and other key stakeholders to encourage the formation of high quality schools that support the overarching workforce and economic development goals of the state.

Pursuant to a request from members of the Authority, staff have broken out the review of the proposed measures for consideration over the next several meetings. Based on a review of the proposed performance metrics in the draft Agency budget request, staff request that the Authority review the metrics related to Goal 2 and Goal 3 this month to ensure that there is alignment between the goals approved in this plan and the measurable goals set forth in the draft budget/

The draft metrics related to Goal 2 are:

- The number and percentage of seats at 4 and 5 star levels or equivalent
- The number and percentage of new schools rated 4 and 5 star in their first 1st rating year
- The number and percentage of low-performing schools closed each year

Each of these measurements represents new areas of focus for the Authority based on Board, community, and legislative concerns regarding the demographics of our portfolio and the need to ensure high quality, high achieving programs for all students, including those who are at risk. The first metric for goal 2 is the most transparent means of measuring our total count of quality seats.

The second metric is intended to determine what portion of our newest schools are performing at high levels by the time they have been in operation long enough to receive a rating on the statewide system of accountability. This second measure is a helpful yardstick for determining whether our approval standards for new applicants are rigorous enough to yield strong academic results during the critical first few years of operation. This is important as the research tells us that the highest achieving schools, including those serving high need populations, start out

achieving at high levels and sustain that performance. Schools which start out as low performing rarely become high performers in later years.

Similarly, the last metric for goal 2 reflects that part of the authorizing role is making difficult accountability decisions, including closing low-performing schools. This is consistent with our efforts to ensure that the Authority is eligible and well-positioned to apply directly for federal CSP funding in the 2018-19 funding cycle. One of the primary [criteria](#) for evaluating applicants for CSP funding is the “extent to which there has been a demonstrated reduction, for each of the past five years, in the number and percentage of academically poor-performing charter schools.”

The draft metrics related to Goal 3 are:

- The number and percentage of open enrollment schools with all subgroup populations within 10 percentage points of sending schools
- The number and percentage of open enrollment schools adopting and implementing equitable marketing, enrollment, disciplinary, and other organizational policies designed to attract, enroll, and retain a student body that is reflective of surrounding community

These metrics, combined with provisions related to weighted lotteries discussed during the previous meeting. Taken together, these metrics are intended to track adoption of key leading policy indicators that can drive clear, measurable outcomes related to student diversity.

Recommendation:

Staff requests endorsement of the proposed metrics for Goal 2 and 3 and will place consideration of Goal 4's metrics on the September agenda.

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: 2016 Summer Charter****Application Cycle Update**

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 13

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Brian Scroggins, Deputy Director, SPCSA**FISCAL IMPACT:****BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):****LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 15 Mins****SUBMITTED BY: _____**

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK GAVIN
Executive Director



STATE PUBLIC CHARTER SCHOOL AUTHORITY

**1749 North Stewart Street Suite 40
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BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Brian Scroggins, Deputy Director
SUBJECT: Agenda Item # 13 - Summer Charter Application Cycle Update
DATE: August 26, 2016

The SPCSA received six charter applications for the 2016 Summer Application Cycle. Listed are the names of the proposed schools along with information from the executive summaries of their mission and vision statements provided during the application process. Full applications can be reviewed on the SPCSA website at <http://charterschools.nv.gov/PublicationsRpts/Reports/>.

- **Athlos Academy of Reno - Washoe County**

Athlos Academy of Reno's mission is to provide high quality educational opportunities for the whole child based on three foundational pillars of Prepared Mind, Healthy Body, and Performance Character. The Athlos model is rooted in the belief that each pillar is innately dependent on the strength of the other pillars and that children have the best opportunity for success in college, career and life when they are supported by high quality programs in the three interconnected pillar areas. The vision of Athlos Academy of Reno is to produce students who are well-prepared to face life's challenges and who have developed critical thinking and problem-solving skills as well as a broad knowledge base and healthy lifestyle habits. The school's culture celebrates high academic achievement, fosters individual growth in athletics and performance character, and promotes regular family engagement.

Start Year: 2017

County of Location: Washoe

Grade Ranges: K-8

Athlos Academy of Reno - Planned Enrollment

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
K	100	100	100	100	100	100
1	140	140	140	140	140	140
2	140	140	140	140	140	140
3	140	140	140	140	140	140
4	140	140	140	140	140	140
5	140	140	140	140	140	140
6	140	140	140	140	140	140
7	140	140	140	140	140	140
8	140	140	140	140	140	140
Total	1,220	1,220	1,220	1,220	1,220	1,220

- **Foundations Charter School - Clark County**

The mission for Foundations Charter School is to be the transformational learning model through a choice education system that can be replicated by School Districts so young students experience academic, emotional and social success while they pursue their life ambitions. Foundations Charter School's vision is to provide the highest quality instruction in a safe and motivating learning environment for all students using a variety of instructional strategies that are research-based best practices in the field to ensure that each student is academically successful in reaching all his/her learning goals.

Start Year: 2017**County of Location: Clark****Grade Ranges: K-5****Foundations Charter School - Planned Enrollment**

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
K	480	480	600	720	840	960
1	240	600	600	720	840	960
2	0	240	600	600	720	840
3	0	0	240	600	600	720
4	0	0	0	240	600	600
5	0	0	0	0	240	600
Total	720	1,320	2,040	2,880	3,840	4,680

- **Marzano Academy - Clark County**

The Marzano Academy is seeking approval for a research-based, highly effective educational program based upon decades of educational research and practice, to specifically serve an educationally disadvantaged community within metro Las Vegas. The mission is to ensure that traditionally underserved students progress through the Academy, not only to become academically proficient, productive members of society, but also to become individuals who experience joy and satisfaction in life and strive to create a world where all have access to these outcomes. The proposed Marzano Academy of Las Vegas will be a unique school collaboration effort between the Academy and the staff of Marzano Research, including Dr. Robert J. Marzano, cofounder and CEO of Marzano Research.

Start Year: 2017**County of Location: Clark****Grade Ranges: K-8****Marzano Academy - Planned Enrollment**

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
K	50	50	50	50	50	50
1	50	50	50	50	50	50
2	50	50	50	50	50	50
3	50	50	50	50	50	50
4	50	50	50	50	50	50
5	50	50	50	50	50	50
6	0	0	0	50	50	50
7	0	0	0	0	50	50
8	0	0	0	0	0	50
Total	300	300	300	350	400	450

- Mater Academy of Northern Nevada - Washoe County**

The mission of Mater Academy of Northern Nevada is to provide an innovative, challenging, multicultural education, preparing students to be global citizens and have a competitive edge in the 21st century workforce. Mater Academy of Northern Nevada aspires to have students obtain a thirst for knowledge and a belief in the students' self-efficacy. We strive to have the Mater Academy of Northern Nevada community actively involved in the learning of its students. The vision of Mater Academy of Northern Nevada is to develop successful scholars with 21st century skills of communication, collaboration, critical thinking, and creativity. Students will be college and career ready with cross cultural competence.

Start Year: 2017**County of Location: Washoe****Grade Ranges: K-8****Mater Academy of Northern Nevada - Planned Enrollment**

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
K	50	50	50	50	50	50
1	50	50	50	50	50	50
2	50	50	50	50	50	50
3	50	50	50	50	50	50
4	75	50	50	50	50	50
5	75	75	75	75	75	75
6	0	75	90	150	150	150
7	0	0	90	90	150	150
8	0	0	0	90	90	150
Total	350	400	505	655	715	775

- **Mountain West Academy of Sparks - Washoe County**

Mountain West Academy (MWA) provides a powerful model of education where all students can succeed by creating a stimulating and challenging environment, academically focusing on college and career readiness through 21st century skills. MWA creates well-rounded, self-motivated, high achieving students in a transparent and accountable environment that will encourage the strengths and individuality of all. MWA will foster students to have respect for self and others through community impact projects, volunteer opportunities by encouraging critical thinking, independent decision making skills, and cooperative learning for pride in their community.

Start Year: 2017

County of Location: Washoe

Grade Ranges: K-6

Mountain West Academy of Sparks - Planned Enrollment

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
K	50	72	72	72	72	72
1	44	72	72	72	72	72
2	44	72	72	72	72	72
3	44	72	72	72	72	72
4	44	72	72	72	72	72
5	22	44	72	72	72	72
6	22	24	72	72	72	72
Total	270	428	504	504	504	504

- **Sierra Nevada STEAM Academy - Carson City**

The Sierra Nevada STEAM Academy (SNSA) has a mission and vision that addresses the needs of Carson City's high school student population. The school's mission is to support students in a high school environment with academic, individual, and social skills to build a successful high school experience. This is achieved through the school's dual-enrollment for grades 11-12, the STEAM model, a flexible interdisciplinary framework tailored to individual teaching and learning, student support system, resource distribution, and curriculum design. Sierra Nevada STEAM Academy is committed to obtaining 5-star status and upholding exemplary academic excellence. The school's vision is to create a society of learners where SNSA teachers facilitate student learning opportunities.

Start Year: 2017

County of Location: Carson

Grade Ranges: 7-12

Sierra Nevada STEAM Academy - Planned Enrollment

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
7	0	0	0	10	20	25
8	0	0	0	10	20	25
9	32	37	42	42	42	42
10	32	37	42	42	42	42
11	32	37	42	42	42	42
12	32	37	42	42	42	42
Total	128	148	168	188	208	218

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: Chair and Vice Chair Elections****Pursuant to NRS 388A.153(5)**

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
<u> / / </u>	Consent Agenda
<u> / / </u>	Regulation Adoption
<u> / / </u>	Approval
<u> / / </u>	Appointments
<u> / x/ </u>	Information
<u> / x / </u>	Action

MEETING DATE: August 26, 2016

AGENDA ITEM: 14

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Adam Johnson, Chair, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 15 Mins

SUBMITTED BY: _____