STATE PUBLIC CHARTER SCHOOL AUTHORITY



2017 CHARTER SCHOOL EXPANSION AMENDMENT REQUEST

Schools Requesting to Occupy a Temporary Facility

Amendment Requests Due April 15 and October 15 of each Year

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Section I: Introduction

Dear Charter School Governing Body,

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 operators have faced as they have grown their 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

- Notices of Intent to Apply for a Temporary Facility Amendment are due 45 days prior to the date of submission. As R089-16A requires that amendments be submitted between April 1 and April 15 and between October 1 and October 15, notices of intent are due to the Authority no later than March 1 and September 1 of each year.
- 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 headings Targeted Plan, *Driving for Results, Human Resources*, etc.). 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 (Executive Summary, Meeting the Need, Academic Plan, etc.) must begin on a separate page, as indicated in the RFP 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.

- Applicants are reminded that all requests for temporary facilities 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. State regulations and federal law require that all submissions are compliant with accessibility standards as set forth in section 508 of the Rehabilitation Act. 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. Schools are encouraged to use Microsoft Word's styles features (http://shaunakelly.com/word/styles/stylesms.html) to increase compliance with accessibility requirements. Styles permit users 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. Note that submissions that do not comply with these accessibility standards will be rejected.
- If a particular question does not apply to your school, simply respond with an explanatory sentence
 identifying the reason this question is not applicable to your school <u>AND</u> 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.
- 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.
- Agenda for Board Meeting Where Board Voted to Request an Amendment to Occupy a Temporary Facility
- 3. Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Occupy a Temporary Facility
- 4. If a facility has been identified, the physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility **OR**, if a facility has not been identified, a discussion of the desired community of location and the rationale for selecting that community <u>AND</u> 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 <u>AND</u> 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 <u>AND</u> 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 <u>AND</u> an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
- 8. Full Certificate of Occupancy OR a detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265
- 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 Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265.
- 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

Attachments Necessary to Assess School Capacity

- 11. Incubation Year Planning Table if the occupation of the temporary facility affects the Charter Application Incubation Year Planning Table
- 12. School and network leadership job descriptions
- 13. Operational execution plan
- 14. Budget narrative

- 15. Amended School Budget Reflecting Facility Costs and Any Necessary Enrollment Changes
- 16. Local Network Budget Consistent with School-Level Budget
- 17. Financial Plan
- Review all elements of your request for completeness before submitting. Incomplete requests will
 not be accepted, and schools are not able to amend, revise, or supplement their request after it has
 been submitted unless the SPCSA, at its sole discretion, requests additional information or the
 SPCSA board votes to reject the request and the applicant chooses to resubmit a revised request at
 a later date.
- Schools are strongly encouraged to maintain final Microsoft Word versions of all written materials.
 In the event that a school elects to resubmit a request with additional content and documentation, the school will be expected to use the Track Changes function to identify any additions or deletions to the application. Specific format requirements for such resubmissions will be furnished to applicants upon request.

Submission Instructions

- 1. 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 or later and Microsoft Office Excel 2007 or later
 - b. A local copy of Adobe Acrobat Standard or Professional to allow for converting, combining, and consecutively paginating files into portable document format—note that neither the vast majority of third party PDF software and online services not the print or save to PDF functionality in Office create documents which comply with applicable accessibility requirements.
 - 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 Gannt charts, flowcharts, and explanatory graphics for inclusion in the 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

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.

<u>Nevada Revised Statutes</u>: NRS 388A contains the vast majority of law pertaining to charter schools: https://www.leg.state.nv.us/nrs/NRS-388A.html.

NRS 388A contains the vast majority of the legal changes which were made during the 2015 legislative session that impact charter schools. Some bills did include language which impacted other chapters of the Nevada Revised Statutes in 2015, when 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

<u>Nevada Administrative Code:</u> 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.

Additionally, the following uncodified NAC sections should be reviewed:

R087-16A: http://www.leg.state.nv.us/Register/2016Register/R087-16A.pdf

R088-16A: http://www.leg.state.nv.us/Register/2016Register/R088-16A.pdf

R089-16A: http://www.leg.state.nv.us/Register/2016Register/R089-16A.pdf

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.

The Authority also recognizes that overseeing and operating high performing schools with multiple campuses is a complex task requiring flexibility and sophistication. Nevada's multi-site charter schools are the Silver State's own homegrown charter management organizations. Like similar networks in other states, our homegrown CMOs directly hold charters to operate multiple campuses in Nevada. As they plan their growth, schools which have limited experience operating charter schools with multiple campuses and those which have not fully made the mindset shift from operating a small school to a more district-like entity are encouraged to reach out to the top performing multi-site charter school networks in leading charter school markets, including not only states in the western United States, but also CMOs in places like New York, Massachusetts, and the District of Columbia. While there are some contextual differences between states, you will find that many of these networks have experienced challenges as they have grown and can share lessons learned about how to grow intentionally, strategically, and effectively.

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.

Section III: Request for Amendment

SCHOOLS EXPANDING FALL 2017 AND BEYOND

Please submit an amendment request that addresses the following questions / issues. There are no page limits for individual sections except for the Executive Summary. The total amendment request may not exceed 128 pages (not including the requested attachments and the 28 pages of questions and tables included in this document).

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.

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

MEETING THE NEED

TARGETED PLAN

- (1) Identify the community you will to serve as a result of the occupation of the temporary facility and indicate how locating in this temporary facility will impact students and families who have already enrolled for the next school year. Please discuss in detail the demographics and academic and social needs of this local community and how they vary in relation to those of the community previously identified by the school. The temporary facility will serve the same community that was originally targeted and identified in our original charter application. The temporary facility is less than 5 miles from the originally identified location and are both located within the targeted community of South Reno. Because of this, there is no change in the demographics, academic and social needs of the local community as described within DANN's original charter application.
- (2) Explain how serving this particular community with this academic model to will meet the district and community needs and align with the mission of the SPCSA. *This temporary facility will still be serving the same community as was originally proposed in the charter application. The academic model*

shall remain the same because the students have the same needs of those who would have attended in the originally proposed location. They are the same students.

GROWTH RATE AND RATIONALE

- (1) Specifically identify the key risks associated with operating in a temporary facility. Describe the steps the school is taking to mitigate these risks. Respondents should demonstrate a sophisticated and nuanced understanding of the challenges of temporary relocation in general and as they relate specifically to their plans based on current and historic experience of charter school management organizations 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. Enrollment shortfalls and student turnover/churn;
 - Inability to secure final facilities approvals from local governments/facilities financing, resulting in extended occupancy of a less than optimal temporary facility;
 - c. Insufficient talent pipeline/difficulty recruiting faculty willing to work in a temporary location;
 - d. Cost overruns related to moves and accelerated development timelines;
 - e. Ambiguous student performance outcomes due to facilities uncertainty any potential authorizer intervention if performance drops.

There are several key risks associated with operating in a temporary facility. For example,

any parents understandably would like to know where their child's school will be located not only for this upcoming year for years to come. Such concerns could potentially lead to enrollment shortfalls and student turnover. Doral Academy of Northern Nevada met this challenge directly by having clear communication with families who have demonstrated an interest in attending Doral and the community at large. Doral continually informed parents throughout these past six month of the facility developments, the reason for the need of a temporary location, and kept them informed of our ongoing pursuit of a permanent location. Doral also kept them informed about the temporary location, letting them see it for themselves having had multiple open houses at the facility for both parents and interested community members. These actions have been successful and evidence of that success could be found in the fact that school has strong wait list and is currently close to anticipated capacity.

The ability to secure final facilities approval from local government is another challenge, and is again one that has been met head-on. A special meeting of the Board of Adjustment for Washoe County will meet on July 12th. The South Truckee Meadows/Washoe Valley Citizen Advisory Board already met on June 8th and unanimously recommended approval of the

Request for Amendment to the Special Use Permit to allow an school to operate out of this temporary facility.

In regards to recruiting talent in the faculty department, thanks to the leadership of our Principal Megan Pruitt, all positions have been filed.

Costs have been kept within a fiscally prudent level due to the fact that the temporary facility does not require any building out, with the exception of a two drywall with no electrical or utility lines, and even those are more out of preference more than necessity as the temporary facility already has movable walls that could be used as they exist now.

Doral is confident students will meet or exceed our high academic expectations even while operating out of a temporary location, thanks to the leadership of our Principal Megan Pruitt and the incredibly talented faculty that she has been able to secure for this upcoming school year. With that talent, combined with parental involvement resulting from constant communication from the school administration to the home, we are confident there will be no drop off of student performance.

PARENT AND COMMUNITY INVOLVEMENT

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

The role and involvement of the parents has thus far been beyond our fondest expectations. Parents have voluntarily established committees of parent volunteers for subjects such as a "decoration committee," "car pool committee" and "uniform and mascot" committees to assist our Principal on some of these topics, among others. Additionally, the neighborhood and community members have been incredibly supportive of this temporary location. For example, various members of the South Reno United Methodist Church spoke in favor of this location at the Citizenship Advisory Board meeting. In fact, dozens upon dozens of community members were there in support while the proposed location received not a single speaker against.

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

This will be the community's school. We plan to host community BBQ's at the temporary location on Saturdays to invite community members to come and meet the school administrators. We will go above and beyond legal requirements concerning our Board's meeting, to encourage community members to attend and voice any concerns or questions they may have. We want our neighbors to know us and we want to know them. We firmly believe that once the community has "bought into" viewing this school as their community school, together we will make Doral Academy of Northern Nevada the incredible success we all strive for.

(3) Describe how you will engage parents in the life of the temporary school location (in addition to any proposed governance roles). Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents to invest them in this location.

While we believe that the school's ultimate success will be in large part dependent upon community support, we recognize that in order for students to reach their full potential academically, parental engagement is an important contributing factor. Because of that, our Principal Megan Pruitt has already made it her mission to reach out to parents directly, establishing direct lines of communication, getting them involved in different facets of school life and the results are already being reaped. Evidence of that can be found in the fact parents have already created multiple committees of volunteers and by the overwhelming enthusiasm already being shown by the parents. At the Citizens Advisory Board meeting on June 8th, dozens of parents came out to support. Open houses have standing room only.

(4) Discuss the community resources that will be available to students and parents at the temporary site. Describe any new strategic partnerships the school will have with community organizations, businesses, or other educational institutions that are part of the school's core mission, vision, and program other than educational management organizations or dual-credit partners discussed in subsequent sections. Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities in this temporary location. Include, as Attachment 11, existing evidence of support from new community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts to ensure the success of the school in this temporary location.

Community partnerships are extremely important as it broadens the student's opportunity to be exposed to the arts during the school day and outside the school day. Since we are still going to be located in the same community, nothing here has changed from the original charter application. DANN will continue to seek partnerships with community arts organizations that enrich the after-school programs, field trips, guest speakers, etc. DANN has preliminary partnerships with the following organizations:

- Doral Academy Inc.
 - o Replication Guidance, Professional Development, Accreditation, etc. (Fee based see Affiliation Agreement.)
- Kennedy Center of Performing Arts
 - o Professional Development (Fee Based)
 - o Visiting Artists
- Nevada Ballet
 - o Letter of Support

- Smith Center for the Performing Arts
 - o Letter of Support
- Sierra Nevada Ballet
 - o Letter of Support
- Truckee Meadow Community College
 - o Two Letters of Support –Lists Services including facility use, visiting artists, professional development, etc.
- (5) Describe the school's ties to and/or knowledge of the surrounding community. How has the school learned from and engaged with this community to date? What initiatives and/or strategies will you implement to learn from and engage the neighborhood, community, and broader city/county?
 - Again, because the temporary facility is still located within the same targeted area that was originally submitted, the schools ties to the surrounding area remain the same. The Board of Directors, along with school staff, has extensive ties and relationships to the target community and surrounding region. The Board will continue to prioritize deep engagement with the target community through a multifaceted marketing campaign to educate parents and families about school choice. This education will not be a one way street, because DANN will strategically gather knowledge from a variety of community stakeholders especially from parents, families, and targeted at-risk subgroups through focus groups and other mechanisms. This was always the strategy and having to occupy a temporary facility has done nothing to alter it.
- (6) Identify any organizations, agencies, or consultants that are partners in planning for this transition, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school's temporary home.
 - The DANN's Board of Directors has partnered with Doral Academy Inc. (the replicated school model and partner) Principal Pruitt has maintained and will continually communicate with Doral Academy Inc. representatives regarding time line and preparation for the opening of school. Principal Pruitt has also developed a relationship with Doral Academy of Nevada and works regularly with Director Phillips to collaborate on operational and professional development. DANN has also contracted with Academica Nevada (the Educational Management Organization) to provide professional and business operations support. All of these organizational leaders listed above have either led or assisted charter schools with the transition into and out of a temporary facility.

OPERATIONS PLAN

- (1) Organization Charts and Decision-Making Authority:
 - (a) Provide the following organizational charts:
 - Current
 - Vision for school in three years (clearly identify both the final campus and temporary campus requested in this amendment).
 - Vision for school in six years (clearly identify both final campus and temporary campus requested in this amendment).

Proposed Temporary Campus

Year	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Management Organization Positions						
CEO, COO, CFO, CLO	4	4	4	4	4	4
Accounting Team	2	2	2	2	2	2
Procurement Director	1	1	1	1	1	1
Registrar Specialist	1	1	1	1	1	1
Board Meeting Coordinator	1	1	1	1	1	1
HR Specialist & Marketing	1	1	1	1	1	1
Grant Writer(s)	1	1	1	1	1	1
Facility Manager	1	1	1	1	1	1
Total Back-Office FTEs	13	13	13	13	13	13
School Staff						
Principals	1	1	1	1	1	1
Assistant Principals	0	1	1	1	1	1
Lead Teacher (Arts Integration Coach)	0	1	1	1	1	1
Counselor	0	0	1	1	1	1
Office Manager	.5	1	1	1	1	1
Classroom Teachers (Core Subjects)	8	21	25	27	29	30
Classroom Teachers (Specials)	1	4	5	5	5	5
Special Education Teacher	1	2	3	3	3	3
Receptionist, FASA	1	2	2	2	2	2
Registrar	.5	1	1	1	1	1
Campus Monitor (Custodian)	1	1	1	1	2	2
Teacher Aides and Assistants	1	2	3	4	5	6
School Operations Support Staff	0	0	0	0	0	0
Total FTEs at School	15	37	45	48	51	53

Network – Not Applicable

Υ	ear	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Number of elementary schools							
Number of middle schools							
Number of high schools							
Total schools							
Student enrollment							
Management Organization Positions	L						
[Specify]							
[Specify]							
[Specify]							
[Specify]							
[Specify]							
[Specify]							
[Specify]							
[Specify]							
Total Back-Office FTEs							
Elementary School Staff			•	•		•	
Principals							
Assistant Principals							
Add'l School Leadership Position 1							
[Specify]							
Add'l School Leadership Position 2							
[Specify]							
Add'l School Leadership Position 3							
[Specify]							
Classroom Teachers (Core Subjects)							
Classroom Teachers (Specials)							
Special Education Teachers							
ELL/TESOL Teachers							
Student Support Position 1 [e.g., Social							
Worker]							
Student Support Position 2 [specify]							
Specialized School Staff 1 [specify]							
Specialized School Staff 2 [specify]							
Teacher Aides and Assistants							
School Operations Support Staff							
Total FTEs at Elementary Schools							
Middle School Staff					1		
Principals							
Assistant Principals							
Add'l School Leadership Position 1							
[Specify]							
Add'l School Leadership Position 2							

	1	1	1	T.	
[Specify]					
Add'l School Leadership Position 3					
[Specify]					
Classroom Teachers (Core Subjects)					
Classroom Teachers (Specials)					
Student Support Position 1 [e.g., Social					
Worker]					
Special Education Teachers					
ELL/TESOL Teachers					
Student Support Position 2 [specify]					
Specialized School Staff 1 [specify]					
Specialized School Staff 2 [specify]					
Teacher Aides and Assistants					
School Operations Support Staff					
Total FTEs at Middle Schools					
High School Staff					
Principals					
Assistant Principals					
Deans					
Add'l School Leadership Position 1					
[Specify]					
Add'l School Leadership Position 2					
[Specify]					
Add'l School Leadership Position 3					
[Specify]					
Classroom Teachers (Core Subjects)					
Classroom Teachers (Specials)					
Special Education Teachers					
ELL/TESOL Teachers					
Student Support Position 1 [e.g., Social					
Worker]					
Student Support Position 2 [specify]					
Specialized School Staff 1 [specify]					
Specialized School Staff 2 [specify]					
Teacher Aides and Assistants					
School Operations Support Staff					
Total FTEs at High Schools					
Total Network FTEs					

HUMAN CAPITAL STRATEGY

Describe your strategy, plans, and timeline for recruiting and hiring teachers for a temporary charter school campus. Explain key selection criteria and any special considerations relevant to your school design.

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) Explain the plan for student recruitment and marketing and how this may be impacted by operating at a temporary campus location. 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.

Since we are in the same community as originally targeted, our outreach remains the same. However, due to the temporary facility having significantly less space than we would have originally hoped to have, our total capacity is lower. That being said, DANN is will continue to market via multiple modes to ensure that all families are informed of their educational options. A grassroots recruitment campaign is especially important to make sure that "harder-to-reach" families (e.g. single-parent families, low socio-economic households, second language families, etc.) are aware of the choice program and their eligibility to apply for enrollment. A grassroots marketing campaign includes: school website, social media such as Facebook, flyers, direct mailers, building relationships with community groups, and a "door to door" approach. DANN will post flyers in local public facilities such as the post office, community centers and other locations of public access. The goal is to reach parents by using various means of information delivery. Doral has already held multiple open house meetings at the temporary location to inform enrolled and other community members of the opportunity to enroll at Doral. Before these open houses occurred Doral sent out mailers within a two miles radius of the temporary location to inform parents about the school location and opportunity to attend.

(2) Detail how the school's programmatic, recruitment, and enrollment strategies might change due to operation at a temporary facility.

We see no reason to change, other than the above-mentioned reality that due to limited space we will be enrolling a significantly lower number of students.

- (3) What is the enrollment calendar for both the first year of operation and subsequent years of operation at the temporary facility? 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.
- (4) What enrollment targets will you set and who will be responsible for monitoring progress towards these targets while operating at the temporary facility? What are the minimum, planned, and maximum projected enrollment at each grade level due to operation at the temporary campus I? Outline specific targets in the table below.

The Board and Principal have regularly monitored the current enrollment numbers versus the school's enrollment target.

The maxium projected enrollment for any enrollment level is 63 for Kindergarten, grades 1, 2 and 4 have an enrollment target of 21 students each and grade 3 has an enrollment target of 42 students.

(5) Describe the student recruitment plan and how that may be affected by operating at a temporary facility. In what ways will it be different than your original plan, in terms of the strategies, activities, events, persons responsible and milestones? How will the school backfill vacancies in existing grades?

No anticipated changes other than the lower total enrollment number.

- (6) Complete the following tables for the proposed temporary facility. As necessary, please change the starting year in the table to reflect a full six-year enrollment profile for the temporary campus and the final campus the school intends to occupy.
 - (a) Minimum Enrollment (Must Correspond to Break Even Budget Scenario Assumptions discussed in budget narrative)

Grade Level	Number of Students						
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	
Pre-K	0	0	0	0	0	0	
K	58	50	50	50	50	50	
1	17	50	50	50	50	50	
2	17	50	50	50	50	50	
3	42	50	50	50	50	50	
4	16	25	25	25	25	25	
5	0	25	25	25	25	25	
6	0	30	30	30	30	30	
7	0	30	30	30	30	30	
8	0	0	30	30	30	30	
9	0	0	0	0	0	0	
10	0	0	0	0	0	0	
11	0	0	0	0	0	0	
12	0	0	0	00	0	0	
Total	150	310	340	340	340	340	

(a) Planned Enrollment (Must Correspond to Budget Worksheet Assumptions)

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	0	0	0	0	0	0
K	63	75	75	75	75	75
1	21	75	75	75	75	75
2	21	75	75	75	75	75
3	42	75	75	75	75	75
4	21	75	75	75	75	75

5	0	50	75	75	50	50
6	0	60	90	90	90	90
7	0	60	60	90	90	90
8	0	0	60	90	90	90
9	0	0	0	0	0	0
10	0	0	0	0	0	0
11	0	0	0	0	0	0
12	0	0	0	0	0	0
Total	168	545	660	690	720	720

(b) 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					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	0	0	0	0	0	0
K	63	75	75	75	75	75
1	21	75	75	75	75	75
2	21	75	75	75	75	75
3	42	75	75	75	75	75
4	21	75	75	75	75	75
5	0	75	75	75	50	50
6	0	85	90	90	90	90
7	0	60	90	90	90	90
8	0	0	90	90	90	90
9	0	0	0	0	0	0
10	0	0	0	0	0	0
11	0	0	0	0	0	0
12	0	0	0	0	0	0
Total	168	600	720	720	720	720

(7) Describe the rationale for the number of students and grade levels served in year one at the temporary facility. Note: particular weight will be given to rationales which prioritize academic achievement over financial returns.

The student and grade levels determined for year 1 in the temporary facility were based upon facility capacity and demand. DANN intended to open with grades K-5 but with limited space at the new facility the board determined to lower grade offerings to K-4.

(8) Please provide a completed marketing plan consistent with this narrative as attachment 13 if the previously approved marketing plan changed due to the occupation of the temporary facility. The sample template may be found at:

http://charterschools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Community-Marketing-Plan-Template.doc.

The marketing plan did not change from the originally submitted application.

INCUBATION OR TRANSITION YEAR DEVELOPMENT

(1) Provide a detailed start-up or transition plan as well as specific organizational goals for the planning year (SY 2016-2017) to ensure that the new sections are ready for a successful launch in fall 2017 or later. Using the template provided, outline key activities, responsible parties, and milestones and

DANN will be opening in August of 2017. The charter was granted in January of 2016 the Board had approximately eighteen months to prepare for the opening.

The Board identified and secured its first choice for Principal, which was Megan Pruitt. Since being selected Ms. Pruitt and Academica's local representative have work jointly throughout the process.

The marketing of DANN began in the fall of 2016. The Principal and Academica's local representative worked with Doral Academy of Nevada to develop a marketing plan with mailers and open houses to target the students of South Reno. This process has continued to this day. The most recent open house was held at the location of the temporary site on June 1, 2017 and was standing room only.

Since being selected as Principal, Ms. Pruitt has been dedicated to developing the curriculum, marketing to students and hiring teachers. Ms. Pruitt has identified and recruited teachers she believes will be crucial to the success of DANN. She, along with DANN's Board, are thrilled with the quality of teachers who will be serving at DANN starting this year at the temporary location.

SERVICES

- (1) Provide a description of how the school leadership team will support operational execution at the temporary facility. 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 at the temporary facility.
 - (a) Facilities maintenance (including janitorial and landscape maintenance) for these new sections

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

- 1. On-Site DANN will has Campus Monitor(s)/Custodian(s). Their role is to maintain the cleanliness of the facility during the school day in conjunction with contracted janitorial services.
- 2. DANN will contract with a janitorial company to provide a cleaning service 5 nights a week which will include annual floorwork.
- 3. DANN's EMO Academica will assist in the identification of facility maintenance service providers such as; janitorial, HVAC, locks/doors, plumbing, pest control, landscaping, etc.
 - (b) Safety and security (include any plans for onsite security personnel) for these new sections

DANN's proposed campus will have a Campus Monitor(s) as onsite security and work in conjunction with the Principal to implement the Emergency Management Plan. As referenced in the Ongoing

Operations Question One, DANN's Principal and Campus Monitor will have primary responsibility over proper implementation of the Emergency Management Plan.

DANN will also create a system whereby all non-school personnel will have to check in the with front office staff before entering the campus.

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

The following list is an outline of DANN's planned technology infrastructure and support mechanisms:

- Internet will be provided by a reliable Internet Service Provider protected by an enterprise router.
- Local area IT service provider will install and monitor school server, switches and wireless access points.
- Hardware: Each classroom will have one teacher computer and a 1-1 student to lap-top ratio in grades 1-4. Laptops will be stored within a secured laptop charging cart. Each office staff member will have a computer to utilize. There will be multiple laptop carts. Each classroom will also have interactive whiteboards.
- DANN will contract with a service provider for support in device management and user support.
- DANN will develop and Acceptable Use Policy.
- (3) Provide, as attachment 14, a detailed operational execution plan which discusses the planning and provision of these and other essential operational services in greater detail.

FACILITIES

- (1) If the temporary facility requires no construction or renovation after the date of this submission and prior to the commencement of instruction, please provide: **NOT APPLICABLE**
 - (a) The physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility 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 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 and any other required local government approvals such as a current special use permit 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
- (2) If the existing temporary campus or campus(es) requires any construction or renovation after the date of submission of this request and prior to the commencement of instruction, please provide:
 - (a) Either a discussion of the desired community of location and the rationale for selecting that community <u>AND</u> 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

See attachment 4.

(b) Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility <u>AND</u> 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

See attachment 5.

(c) Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage <u>AND</u> 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 <u>AND</u> an assurance that the school will submit final documentation in compliance with NAC 386.3265 as Attachment 6

See attachment 6.

(d) Either a description of the process and resources the school will use to identify a facility <u>AND</u> 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

See attachment 7

(e) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy and any other local government approvals such as special use permits prior to the first day of school <u>AND</u> documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy and any other local government approvals such as special use permits, 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

See attachment 8

(f) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school <u>AND</u> 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

See 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

See attachment 10

ONGOING OPERATIONS

(1) Discuss the types of insurance coverage the school will secure as a result of the occupation of the temporary facility, 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 similarly sized schools in other states, including but not limited to Arizona, California, Colorado, the District of Columbia, Massachusetts, and New York, and crosswalk those levels of coverage with those the school intends to obtain to ensure that the governing body and leadership is fully cognizant of the complexity of risk management at a temporary facility.

Through our partnership with Distinctive Insurance We will secure a comprehensive insurance program for Doral Academy of Northern Nevada to address the risks facing the organization. Each line of coverage and limit of insurance will either meet or exceed the guidelines put forth by the Nevada Administrative Code 386.215. Here are some of the coverages that will be included in the program:

- -General Liability
- -Abuse & Molestation
- -Property
- -Crime/Employee Dishonesty
- -Auto Liability
- -Workers Compensation
- -Educators Legal Liability
- -Directors & Officers Liability
- -Employment Practices Liability
- -Student Accident Insurance
- -Umbrella/Excess Liability

Distinctive Insurance is an independent insurance brokerage specializing in the placement of insurance for education organizations and is happy to clarify any other questions or concerns regarding placement of insurance for Doral Academy of Northern Nevada.

FINANCIAL PLAN

- (2) As Attachment 15, present an updated budget narrative for occupation at the temporary facility 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 Attachment 15. 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, including both the scenarios identified in subsections e and f.
 - (e) Year 1 cash flow contingency in the event that state and local revenue projections are not met in advance of opening.
 - (f) Year 1 cash flow contingency in the event that outside philanthropic revenue projections are not met in advance of opening.

See attachment 14

(3) Submit a completed financial plan for the proposed temporary school campus as Attachment 16 using the Nevada Department of Education's required charter school budget forms (http://www.doe.nv.gov/uploadedFiles/ndedoenvgov/content/Charter-Schools/Documents/charterbudget.xlsx). The materials submitted 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).

The Board has approved the proposed temporary location and revised enrollment targets on the 03-09-17. Please refer to the attached signed minutes from that meeting.

The Board proposed to occupy this temporary location before the amendment to occupy a temporary facility was created.

Please see the attached minutes of 03-09-17 DANN Meeting.

Physical Address:	
200 De Spain Ln	
Reno Nevada, 89511	
Parcel Number:	
049-440-18	

LEASE AGREEMENT between South Reno United Methodist Church and Doral Academy of Northern Nevada

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of this 29th day of May, 2017 ("Effective Date") by and between South Reno United Methodist Church, Inc., a Nevada non-profit corporation (the "Landlord"), and Doral Academy of Northern Nevada, a Nevada non-profit corporation and Nevada public charter school (the "Tenant").

For and in consideration of the rental to be paid by Tenant and of the covenants and agreements herein set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, a portion (hereinafter referred to as the "Leased Premises") of the property located at 200 De Spain Lane, Reno Nevada 89511 and described in Exhibit A attached hereto (the "Premises") and certain other areas, rights and privileges for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

I. PREMISES

- 1.1 <u>Description of Leased Premises</u>. Landlord does hereby demise, lease and let unto Tenant, and Tenant does hereby take and receive from Landlord, in as-is condition, the following:
- (a) That certain floor area in the South Reno United Methodist Church building (the "Building") located at 200 De Spain Lane, Reno, Nevada highlighted in yellow in Exhibit B (the "Leased Premises"). Tenant shall have use of all floor area identified in Exhibit B during the hours of Monday through Friday from 7:00 AM until 6:00 PM (the "School Operating Hours"), EXCLUDING the area identified as "Gathering Room", which Tenant shall have use during the hours of Monday through Friday from 10:00 AM to 2:00 PM. Tenant shall comply with the requirements of Section XVI "Common Areas" below in the event Tenant desires use of the aforementioned areas outside of the times listed above.
- 1.2 <u>Work Improvement</u>. Landlord shall have no obligation to prepare or construct any improvements, and Tenant will incur all expenses associated with the following facility modifications/improvements:
- (a) low voltage installations, to include installation of expanded wireless internet service throughout the building.
- (b) add a wall to Rooms 8 and 9 in Exhibit B to divide the area into two classrooms. The wall is to be constructed using sheet metal studs, drywall (sheetrock), and internal soundproofing material.

- (c) add a wall to Rooms identified as "Youth Rooms" in Exhibit B to divide the area into two classrooms. The wall is to be constructed using sheet metal studs, drywall (sheetrock), and internal soundproofing material.
- (d) add a wall to Rooms 10 and 11 in Exhibit B to divide the area into two classrooms. The wall is to be constructed using sheet metal studs, drywall (sheetrock), and internal soundproofing material.
- (f) make any alterations necessary for compliance with school occupancy, including hand railing and/or restroom modifications.
- (g) obtain any special use permits or other zoning, permit requirements to complete the referenced work and house a school in the facility.
- 1.3 <u>Changes to Building</u>. Tenant shall not change, or move walls, or perform any physical changes to building without prior written consent from the Landlord. The work described in section 1.2 is approved by Landlord.

II. TERM

- 2.1 <u>Initial Lease Term</u>. Subject to the provisions of Section 4.5, the term of this Lease shall be for a period of twelve (12) months from the Commencement Date, although the provisions in the Lease shall become effective and binding on the Effective Date.
- 2.2 <u>Commencement Date</u>; <u>Obligation to Pay Rent</u>. The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on July 1, 2017 ("Commencement Date") and concludes on June 30, 2018.
- 2.3 <u>Renewal terms</u>. Provided Tenant has not previously defaulted under this Lease, Tenant has the option to extend the Initial Lease Term for an additional twelve (12) months commencing on July 1, 2018 and concluding on June 30, 2019 (the "Option Term"). The Tenant must provide written notice of its intention to exercise this option at least 60 calendar days prior to the end of the Initial Lease Term. The Landlord shall have the option of terminating Tenant's renewal option by giving written notice of its intention to Tenant on or before December 31, 2017.

III. RENTAL PAYMENTS AND SECURITY DEPOSIT

3.1 <u>Basic Monthly Rent</u>. Tenant agrees to pay to Landlord as basic monthly rent (the "Basic Rent") at such place as Landlord may designate without prior demand therefore and without any deduction or offset whatsoever, the sum of: **Seven-Thousand dollars and no cents (\$7,000.00) per month for a total amount of Eighty-Four Thousand dollars (\$84,000) over the Initial Lease Term.** Should the Tenant elect to extend the Lease, the Basic Rent during the Option Term will be the sum of: **Seven Thousand Two Hundred Fifty and no cents (\$7,250.00) per month for a total of Ninety Thousand dollars (\$87,000) per year over the Option Term.** Basic Rent shall be due and payable on the first day of each month commencing on July 1, 2017.

- (a) If any payment (not just Rent) is not made by the fifth (5th) day following the due date of the payment, the Landlord will incur expenses and other damages which are impossible to estimate and which, after negotiation, the parties agree warrant Tenant's payment of liquidated damages, but not a penalty, to Landlord which Tenant shall pay by adding to the delinquent payment an amount equal to five (5%) percent of the past-due payment as an agreed late charge on each and every month in which a payment is, or remains, delinquent.
- 3.2 <u>Security Deposit</u>. Upon the execution of this Lease, Tenant shall pay to Landlord a Security Deposit in the amount of Twenty-One Thousand dollars and no cents (\$21,000.00). The Deposit is to secure Tenant's faithful performance of all terms and conditions of this Lease and shall be held by Landlord without obligation or liability for payment of interest thereon. Landlord is not required to retain the Security Deposit in a segregated account. In no event, may Tenant use the Security Deposit to pay all or a portion of the Rent (although Landlord may, in its discretion, so use the deposit).
- 3.3 Additional Rent; Interest. Tenant shall pay, as "Additional Rent," all sums required to be paid by Tenant to Landlord pursuant to this Lease in addition to Basic Rent whether or not the same be designated as Additional Rent. Additional Rent shall specifically include, but not be limited to, 50% of Landlord's expense of the portable buildings lease. The Basic Rent and all Additional Rent shall, together, constitute the "Rent" hereunder. If such amounts or charges are not paid at the time provided in this Lease or as otherwise demanded by Landlord, they shall nevertheless be collectible with the next installment of Basic Rent thereafter falling due. If Tenant shall fail to pay, when due, any rent or other charge, such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum and otherwise constitute a default as provided herein below.

IV. USE

- 4.1 <u>Use of Leased Premises</u>. The Leased Premises shall be used and occupied by Tenant only for the purpose of operating a public charter school (the School) and for no other purpose whatsoever without the prior written consent of Landlord, which consent may be withheld in Landlord's absolute discretion.
- 4.2 <u>Prohibition of Certain Activities or Uses</u>. The Tenant shall not do or permit anything to be done in or about, or bring or keep anything in the Leased Premises which is prohibited by this Lease or which will in any way:
 - (a) Adversely affect any fire, liability or other insurance policy carried with respect to the Building, the Improvements or any of the contents of the Building (except with Landlord's express written permission, which will not be unreasonably withheld, but which may be contingent upon Tenant's agreement to bear any additional costs, expenses or liability for risks that may be involved).
 - (b) Conflict with or violate any law, statute, ordinance, rule, regulation or requirement of any governmental unit, agency or authority (whether existing now or enacted in the future, known or unknown, foreseen or unforeseen).
 - (c) Overload the floors or otherwise damage the structural soundness of the Leased Premises, or Building, or any part thereof.

- 4.3 <u>Affirmative Obligations With Respect to Use</u>. Tenant will at its sole cost and expense keep the Leased Premises in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisance; in all respects and at all times fully comply with all health and policy regulations; and not suffer, permit, or commit any waste. Tenant will at its sole cost and expense remedy any action of the Tenant, employees, students, agents, servants, invitees, licensees, or concessionaires that results in noncompliance with all governmental laws, ordinances, regulations, and requirements, of any lawful governmental body of authorities having jurisdiction over Leased Premises which are now in force or which hereafter may be in force.
- 4.4 <u>Suitability for Charter School Use</u>. Tenant acknowledges that, except as expressly set forth in this Lease, neither Landlord nor any other person has made any representation or warranty with respect to the suitability of the Leased Premises or any other portion of the Building or Improvements for the conduct of Tenant's business. By executing this lease the Tenant waives any claim that the Leased Premises, Building and Improvements are in unsatisfactory condition. Tenant is accepting the Leased Premises in their "AS-IS" condition, without warranty of any kind (including without any warranty of habitability or fitness for a particular purpose).
- 4.5 <u>Taxes</u>. Landlord and Tenant acknowledge that the Leased Premises are exempt from ad valorem taxation under the religious exemption granted to Landlord as a church. Landlord and Tenant further acknowledge that the Tenant is exempt from ad valorem taxation for its use of the Leased Premises under the education exemption granted to Tenant as a public charter school. The parties agree to cooperate to maintain such ad valorem tax exemption. At the request of Landlord, Tenant shall assist Landlord in the preparation and filing of any requests required to exempt the Leased Premises from any such taxes that result from Tenant's use as a public charter school. Tenant agrees to use its best efforts in assisting Landlord with obtaining any and all ad valorem property tax exemptions including, without limitation, by submitting information and executing documents as may be reasonably requested by Landlord and shall otherwise reasonably cooperate with Landlord in obtaining same.

Tenant acknowledges and agrees that its status as an exempt entity for state and federal tax purposes is a material consideration for this Lease and that Landlord, in its sole and absolute discretion, may terminate this Lease upon thirty (30) days' notice if the Tenant shall fail or cease to be an exempt entity.

4.6 <u>Hazardous Waste</u>. Tenant agrees not to keep or use or permit to be kept or used on the Leased Premises any hazardous substance, hazardous waste or hazardous material, as defined under any "Environmental Law" (defined as all federal, state and local laws, ordinances or regulations), except for such amounts as are the lawful activities of Tenant that are part of the ordinary course of Tenant's business in accordance with the permitted use as provided in this Lease and as to such use, Tenant shall secure Landlord's prior written consent. Tenant shall immediately notify Landlord in writing of, and fully cooperate with Landlord in providing documents relating to: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws; and (ii) any claim made or threatened by any person against Tenant or Landlord relating to any alleged hazardous material. Tenant shall immediately remove all hazardous materials and indemnify, defend, protect, and hold Landlord and each of its employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses and expenses (including attorneys' fees), as well as the death of or injury to any person and damage to any property

whatsoever, arising from or caused in whole or in part, directly or indirectly, by Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of hazardous materials to, in, on, under, about or from the Premises. The terms of the indemnification by Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease.

V. UTILITIES AND SERVICE

- 5.1 <u>Tenant's Obligations</u>. Tenant shall pay a proportional share of all utilities and maintenance expenses, which shall include the following:
 - (a) Common utilities expenses, including but not limited to charges for sewer, water, gas, trash, electricity and other public services as follows:
 - i. <u>Electricity and Gas Service</u>. Tenant shall pay for all electrical and gas service expenses less the Discount amount as shown in Table 1 of Exhibit D for each respective month during the Term.
 - ii. <u>Water service</u>. Tenant shall pay for all water service less the Discount amount as shown in Table 2 of Exhibit D for each respective month during the Term.
 - iii. <u>Wastewater (Sewer) Service</u>. Tenant shall pay for all wastewater service less the Discount amount as shown in Table 3 of Exhibit D for each respective month during the Term.
 - iv. <u>Trash Service</u>. Tenant shall pay for all trash service less the Discount amount as shown in Table 4 of Exhibit D for each month during the Term.
 - v. <u>Landscaping Service</u>. Tenant shall incur no obligation to pay for landscaping service.
 - vi. <u>Commencement Date</u>. Payments for common utilities expenses shall commence to accrue on the Commencement Date of this Agreement.
 - vii. <u>Utilities Expenses</u>; <u>Invoicing and Payment</u>. Landlord shall endeavor to invoice Tenant for utilities expenses and include copies of service provider statements within thirty (30) calendar days of receipt; however, Landlord's failure to invoice within this time does not release Tenant from any obligation to pay for such expenses. Tenant may elect to include some or all utilities payments with Basic Rent payments; however, Tenant shall pay utilities expenses no later than ten (10) calendar days following receipt of invoicing for such expenses. In the event any service provider invoices Landlord for utilities services extending prior to or after the Term (based on the service provider's billing cycle), Tenant shall only pay for the pro-rata share of utilities expenses less the appropriate discount amount shown in Exhibit D for that month.
 - (b) Common maintenance and repair expenses of the Leased Premises. Tenant shall contract with an HVAC maintenance company (which is acceptable to Landlord) to provide quarterly maintenance of the HVAC system. Tenant responsibility for

- repairs or replacement of HVAC systems shall be limited to those systems which serve the Leased Premises and only 50% of the total cost thereof.
- (c) Tenant shall arrange for and shall pay the cost and expense of Tenant internet, telephone stations, equipment and usage (Landlord will pay its own telephone and internet maintenance and service); and
- (d) Tenant shall, at its sole cost, be responsible for removing snow and ice from the parking lots and sidewalks on the Premises, and otherwise rendering them safe, on any days the school would normally be in session (even if school is cancelled for that day).

VI. MAINTENANCE AND REPAIRS; ALTERATIONS, ACCESS

- 6.1 <u>Landlord Repairs</u>. Landlord shall be responsible for all maintenance and repairs on the Premises including, but not limited to: (i) the replacement of the heating, air conditioning and ventilation systems of the Premises (other than the quarterly maintenance described above); (ii) the replacement of the structural walls, foundation and roof of the Premises' building; and (iii) expenditures which are in the nature of capital improvements or replacements which are not properly chargeable as an expense against income under the Internal Revenue Code or in accordance with generally accepted accounting principles ("Capital Expenditure"). Landlord shall not be liable for any injury or damage to persons or property which is caused by the Tenant, its agents, contractors, employees, servants, invitees, students, licensees, or concessionaires.
- 6.2 <u>Maintenance and Repairs by Tenant</u>. Except as provided in Section 6.1, Tenant shall have no responsibility or liability for failure to supply any services or maintenance or repairs to the Leased Premises, although Tenant shall be responsible for repairing and maintaining, at its sole expense, the floor coverings, interior wall surfaces, ceiling surfaces and bathrooms in the Leased Premises in good repair and in a clean and sanitary condition. Additionally, Tenant shall contract a professional, bonded, and licensed cleaning service for the Premises.
- 6.3 Alterations by Tenant. Except as set forth in section 1.2, Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any fixtures, signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes to the Leased Premises without first obtaining Landlord's written approval. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. In the event Landlord consents to the making of any alterations, additions, or improvements to the Leased Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions, and changes shall be done in a first-class and workmanlike manner and diligently completed so that, except as absolutely necessary during the course of such work, the Leased Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with all laws and ordinances relating thereto. In performing the work or any such alterations, additions, or changes, Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Building. Any alterations, additions, or improvements to or of the Leased Premises, including, but not limited to, wall covering, paneling, and built-in cabinet work shall at once become a part of the realty and shall be surrendered with the Leased Premises unless Landlord otherwise elects in writing not less than thirty (30) days prior to the end of the term hereof. If Landlord so elects, Tenant shall remove such items prior to the

end of the term hereof, and shall be responsible for the repair of any damage to the Leased Premises caused by such removal.

- 6.4 <u>Alterations by Landlord</u>. In consideration of the rights and privileges contained herein, Tenant shall pay Landlord a lump sum for those alterations and services identified in Exhibit E to be undertaken by Landlord. Payment shall be made on the Effective Date of this Lease. To the extent that Landlord may procure either material or services listed in Exhibit E following the Effective Date and furthermore may realize cost savings in doing so, Landlord shall reimburse Tenant for any savings on those specific items.
- 6.5 <u>Protection of Leased Premises</u>. Tenant also agrees that it will keep the Premises free from any liens. Tenant shall not commence any improvements, alterations, or other works of improvement within the Premises or the surrounding property without having first given Landlord prior written notice at least five (5) days prior to (a) signing any contract, (b) engaging any contractor, subcontractor, laborer, materialman, supplier, design professional, or any other vendor, or (c) otherwise pursuing any such work of improvement, whichever is earliest (any of which shall be deemed the "Intent to Initiate Work"). This written notice is essential so that Landlord can record a notice of non-responsibility pursuant to applicable mechanics' liens laws. Such written notification of any Intent to Initiate Work shall not be deemed given until actually received by Landlord. Tenant shall immediately give Landlord notice of any claim, demand, stop notice or lien made or filed against the Premises or any other property or any action affecting or potentially affecting the title to such Premises or other property. Moreover, Tenant further understands and agrees that any and all improvements, alterations, works of improvement, and other construction activities on or about the Premises must comply with the provisions of the State's construction lien statutes (which, in Nevada, include but are not limited to Nev. Rev. Stat. 108.2403).

6.6 Landlord's Access to Leased Premises.

- (a) Routine Access. Landlord may use all non-office spaces leased to Tenant as needed on Sunday's and for church related activities outside of the School Operating Hours. The Tenant shall be responsible for having the rooms cleaned and arranged properly for the Landlord's use. Additionally, Landlord's employees and designated non-employees shall have access to all non-office and non-classroom spaces leased to Tenant during School Operating Hours provided that (1) Landlord provides Tenant with a current list of employees and non-employees requiring such access, (2) Landlord's employees and non-employees comply with Tenant's requirements for control of security during School Operating Hours, and (3) Landlord notifies Tenant in advance of entering such spaces.
- (b) <u>Emergency Access</u>. In the event of an emergency (as determined in Landlord's sole discretion), Landlord shall have the right to enter the Leased Premises at any time without prior notice to Tenant.
- 6.7 <u>Not a Triple Net Lease</u>. This is not a triple net lease and the financial obligations of each party shall be as set forth herein.

VII. ASSIGNMENT AND SUBLETTING

7.1 <u>Condition for Assignment and Subletting</u>. Tenant shall not transfer, assign, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Leased Premises by any person or persons other than Tenant, or sublet the Leased Premises, or any part thereof. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law.

VIII. INDEMNITY

- 8.1 <u>Indemnification by Tenant</u>. To the extent permitted by law, Tenant shall indemnify Landlord and save it harmless from and against any and all suits, actions, damages, claims, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises, or the occupancy or use by Tenant of Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires. Nothing in this section shall be construed as a waiver of NRS 41.035 to the extent it applies to Tenant; however, nothing in NRS 41.035 shall limit, reduce or otherwise affect Tenant's insurance obligations or the liability of Tenant's insurers.
- 8.2 Release of Landlord. Except for Landlord's gross negligence or intentional misconduct, Tenant agrees that Landlord shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of Tenant or any other person during the Lease Term resulting from the use, occupation or enjoyment of the Premises or the operation of business therein or therefrom by Tenant or by any person in possession of the Premises, or any portion of the Premises, under Tenant. Tenant shall store its property in and shall use and enjoy the Leased Premises and all other portions of the Building and Improvements at its own risk, and hereby releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage.
- 8.3 <u>Litigation</u>. To the extent permitted by law, Tenant agrees that in case Landlord, without fault on its part, shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all Landlord's costs, expenses, and reasonable attorney's fees.

IX. INSURANCE

9.1 <u>Liability Insurance and Indemnity</u>. Tenant shall, at its sole cost and expense, during the full term hereof (including any extension term), keep in full force and effect a policy of public bodily injury, personal injury, death and property damage liability insurance with respect to the Premises, with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. The policy shall name Landlord and any other persons, firms or corporations designated by Landlord and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. Such insurance shall include an endorsement permitting Landlord to recover damage suffered due to act or omission of Tenant, notwithstanding being named as an additional "Insured Party" in such policies. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefore. The insurance shall be with an insurance company rated "A" or higher by A.M. Best and a copy of the paid-up policy evidencing such insurance or a certificate of

insurer certifying to the issuance of such policy shall be delivered to Landlord within ten (10) calendar days following the Commencement Date and in any event before Tenant commences its occupancy of, or work on, the Leased Premises. If Tenant fails to provide such insurance, Landlord may do so and charge same to Tenant plus a service fee of twenty percent (20%) of the total annual premium expense.

9.2 Fire and Casualty Insurance.

- (a) Subject to the provisions of this Section 9.2, Tenant shall secure, pay for, and at all times during the terms hereof maintain, insurance providing coverage upon the Building and its improvements, in an amount equal to the full insurable replacement value thereof and insuring against the perils of fire, extended coverage, vandalism, and malicious mischief. All insurance required hereunder shall be written by a company licensed in the State of Nevada, and rated "A" or higher by A.M. Best. Landlord shall be furnished with copies of the insurance policies then in force pursuant to this Section, together with evidence that the premiums therefore have been paid. If the Landlord's insurance costs increase as a result of the Tenant's operation, the Tenant shall pay only the additional costs incurred by Landlord.
- (b) All property kept or stored on the Leased Premises by Tenant or with Tenant's permission shall be so done at Tenant's sole risk and Tenant shall indemnify Landlord against and hold it harmless from any claims arising out of loss or damage to same.
- (c) Tenant will not permit said Leased Premises to be used for any purpose which would render the insurance thereon void or cause cancellation thereof or increase the insurance risk or increase the insurance premiums in effect just prior to the commencement of this Lease. If Tenant installs any electrical or other equipment which overloads the lines in the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of Landlord's insurance.
- 9.3 Workers Compensation Insurance. Tenant shall, at its sole cost and expense, during the full term hereof (including any extension term), keep in full force and effect a policy of workers' compensation coverage as required by law, together with employer's liability coverage in an aggregate amount of not less than One Million Dollars (\$1,000,000.00) or any greater amount required under Nevada laws from time to time in effect, and a waiver by Tenant's insurer of any right of subrogation against Landlord by reason of any payment pursuant to such coverage. The insurance shall be with an insurance company rated "A" or higher by A.M. Best and a copy of the paid-up policy evidencing such insurance or a certificate of insurer certifying to the issuance of such policy shall be delivered to Landlord within ten (10) calendar days following the Commencement Date.
- 9.4 <u>Waiver of Subrogation</u>. Each party hereto does hereby release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

9.5 Acts of others. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of third parties, whether for tortious conduct, criminal conduct or otherwise. In addition, Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or any of its property, from fire; explosion; falling plaster; the breaking, bursting, stoppage or leaking of water, gas, sewer, electrical cables, wires or steam pipes; or from water, rain or other substances leaking or coming from the roof, street, subsurface or from any other place or from dampness or from any similar risks or causes. Landlord shall not be liable for any loss or damage to any person or property sustained by Tenant or any other persons, which may be caused by theft, or by any act or neglect of any third parties.

X. CONDEMNATION -DESTRUCTION BY FIRE OR CASUALTY

10.1 Destruction. In the event the Leased Premises or the Building are damaged by fire or other perils covered by extended coverage insurance and Landlord receives sufficient proceeds to cover the cost of replacing the damage and said proceeds are made available by Landlord's mortgagee (if any), then Landlord agrees to promptly repair the same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs materially interferes with the business carried on by the Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant or his employees, there shall be no abatement of rent. Notwithstanding anything to the contrary contained in this Article X, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section either destroys twenty five percent (25%) of the Building or occurs during the last four (4) months of the Lease Term or any extension thereof, and under either of such circumstances, Landlord shall have the right to terminate this Lease without liability for its part. In any event, Landlord will notify Tenant within sixty (60) days of the date of the casualty whether Landlord intends to repair the Building. If, however, Landlord reasonably anticipates that the repairs will not be completed within six (6) months of the date of the casualty, it shall inform Tenant in writing, and Tenant shall have the right to terminate this Lease by written notice within thirty (30) days of receipt of Landlord's notice. Landlord shall not be required to repair any damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor covering, partitions, or any other property installed in the Leased Premises by Tenant. The Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Leased Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damages from Landlord for loss or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

10.2 <u>Condemnation</u>. If all or a substantial portion of the Leased Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease and Landlord shall be entitled to any and all income, rent, award, or any interest therein which may be paid or made in connection with such public or quasi-public use or purpose and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term. If any part of the property which includes the Building (the "Property") is so taken or appropriated which, in Landlord's judgment, materially interferes with the ability to operate the Building or a substantial portion thereof, Landlord shall have the right, at its option, to terminate this Lease and shall be entitled to the entire award as

above provided. If a portion of the Leased Premises or the Property is taken and neither party terminates this Lease as herein provided, the rent thereafter to be paid shall be equitably reduced.

XI. LANDLORD'S RIGHTS TO CURE

- 11.1 Mechanic's Lien. Should any mechanic's or other lien be filed against the Leased Premises, the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be removed, canceled and discharged of record by bond or otherwise within ten (10) calendar days after notice by Landlord. If Tenant does not so comply with this provision, such failure shall constitute a default under this Lease and the Landlord may (but shall not be obligated to) cause the lien to be removed and apply the cost thereof and any expenses associated with the removal, including reasonable attorney's fees and a service fee of twenty percent (20%) of the expenses incurred, to be added as additional rent under this Lease.
- 11.2 <u>Mechanic's Lien Indemnity</u>. In addition to Tenant's other indemnity obligations hereunder, Tenant further agrees that it shall indemnify and save Landlord free and harmless from and against any and all liability, loss, damage, costs, attorneys' fees, and all other expenses arising from claims of contractors, subcontractors, laborers or materialmen or others for work performed or materials or supplies furnished for Tenant or persons claiming under it.

XII. DEFAULT

- 12.1 <u>Default by Tenant</u>. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
- (a) The failure by Tenant to make any payment, when due, of Rent or any other payment required to be made by Tenant hereunder.
- (b) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Tenant, other than to make the payments set out in subsection (a) above, where such failure shall continue for a period of ten (10) days after written notice thereof to Tenant by Landlord; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.
- (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of the petition filed against Tenant, the same is dismissed within 60 days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged in 30 days.
- (d) The failure of the Tenant to keep the Leased Premises or the Property free of liens as required by this Lease.

- 12.2 <u>Remedies</u>. In the event of a default by Tenant, and in addition to any other remedies available to it at law or in equity, Landlord may at its option without further notice or demand of any kind to Tenant or any other person:
- (a) declare the Lease terminated, reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or
- (b) without declaring the Lease terminated, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid rents and other charges which have become payable or which may thereafter become payable hereunder; or
- (c) even though Landlord may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

In the event of the abandonment or vacation of the Premises by Tenant as described above, or in the event that Landlord shall elect to reenter the Premises as provided herein, or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, and if Landlord does not elect to terminate this Lease, then Landlord may from time to time either recover all rent as it becomes due or relet the Premises or any part thereof on such terms, conditions and rents as Landlord, in its sole discretion, may deem advisable specifically including, without limitation, the right to make alterations and repairs to the Premises.

- 12.3 Other Rights and Remedies of Landlord. Each of the remedies set out in Sections 12.1 and 12.2 and elsewhere in this Lease may be exercised jointly or severally with any of the remedies provided by this Lease or by law, at the option of the Landlord or any receiver or trustee; and any remedy election may be abandoned or terminated and may be resumed after such abandonment or termination, at the option of the Landlord or receiver or trustee. The rights and remedies herein set forth and granted to Landlord shall be cumulative and in addition to any and all other rights and remedies provided and given to Landlord under applicable law. The use of any one or more of the rights and remedies herein enumerated shall not be an election of remedies; nor, in such event, shall Landlord be barred or estopped from using or asserting any other or different or concurrent or cumulative right or remedy at the same or any other or different time or place.
- 12.4 <u>Defaults by Landlord</u>. If Landlord fails to perform any of the covenants, provisions, or conditions contained in this Lease on its part to be performed within thirty (30) days after Tenant's written notice of default to Landlord [or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to promptly commence performance within such thirty (30) day period and thereafter proceed diligently to cure the default], then Landlord shall, subject to the other provisions of this Lease, be liable to Tenant for damages sustained by Tenant as a direct result of Landlord's breach as described below but Tenant shall not be entitled to terminate this Lease as a result thereof or to set off any such damages against Rent otherwise due Landlord. For purposes of this Lease, damages sustained as a direct result of Landlord's breach shall only include the following: (a) the actual costs of replacement, repair, or restoration of Tenant's tangible property or the tangible property of third parties for which Tenant is responsible, to the extent the damage or destruction of such tangible property occurred as a direct result of Landlord's breach; and (b) actual damages awarded to third parties by courts of competent jurisdiction against Tenant but only to the extent such damages are directly and solely attributable to Landlord's breach; and all other consequential damages (including, but not limited to, damages

for lost profits) are hereby expressly waived by Tenant and shall not be recoverable against Landlord. Notwithstanding anything to the contrary elsewhere in this Lease, (i) Tenant shall be barred from asserting any claim or demand against Landlord hereunder unless Tenant commences an action thereon within six (6) months after the date of the action, omission, or event to which the claim or demand relates, and (ii) Landlord shall not be liable to Tenant for any aggregate amount greater than the value of Landlord's interest in the Premises less the sum of all liens recorded against Landlord's interest in Premises from time to time and Tenant may only recover on any judgment as against said equity interest in the Premises.

XIII. PROVISIONS APPLICABLE AT TERMINATION OF LEASE

13.1 <u>Surrender of Premises</u>. At the expiration or earlier termination of this Lease, Tenant shall surrender the Leased Premises in the same condition as they were in upon delivery of possession thereto under this Lease - broom clean and free of debris, in good order, condition and repair, normal wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Leased Premises, Tenant shall remove all of its personal property and trade fixtures and such property, and Tenant shall be responsible for all costs, expenses and damages incurred in the removal thereof. In the event of any conflict between this section and section 6.3, the provisions of this section 13.1 shall prevail.

If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall be immediately deemed abandoned and shall, at Landlord's election, become the property of Landlord and/or shall be subject to immediate transfer or discard by Landlord without liability.

13.2 <u>Holding Over</u>. Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy at sufferance at 150% of the Rent herein specified (pro-rated on a monthly basis) and shall otherwise be on the terms herein specified so far as possible. The holding over shall not constitute a renewal or extension of this Lease or give Tenant any rights under this Lease.

XIV. ATTORNEYS' FEES

14.1 Attorneys' Fees. In the event that either party shall institute any legal action or proceeding against the other relating to or arising from the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to pay to the prevailing party reasonable attorneys' fees, court costs and litigation expenses (even if not actually paid). In addition, should Landlord retain legal counsel to enforce any provision of this Lease, Tenant shall reimburse Landlord for such reasonable legal fees whether or not a lawsuit is filed.

14.2 Mediation and Arbitration. If any dispute or claim in law or equity arises out of this Lease (other than for the non-payment of Rent), Tenant and Landlord agree in good faith to attempt to settle such dispute or claim by mediation with a neutral mediator appointed by JAMS. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS. Any alternative dispute resolution hearing or process shall be conducted in Nevada. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The foregoing requirement shall not apply to a suit by Landlord for "unlawful detainer" seeking, among other things, the eviction of Tenant.

	THE PARTIES	HEREBY	SPECIFICALLY	AUTHORIZE	AND	AFFIRMATIVE	LY
AGRE	E TO THIS ARE	BITRATION	PROVISION.				
				Landlord		Tenant	—

XV. ESTOPPEL CERTIFICATE

- 15.1 Landlord's Right to Estoppel Certificate. Tenant shall, within ten (10) days after Landlord's request, execute and deliver to Landlord a written declaration in recordable form ratifying this Lease and certifying: (1) the Commencement Date and term hereof; (2) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated); (3) that all conditions under this Lease to be performed by Landlord have been satisfied; (4) that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating those claimed by Tenant; (5) the amount of advance rent, if any, (or none if such is the case) paid by Tenant; (6) the date to which rent has been paid; (7) such other information as Landlord may reasonably request. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon such declaration.
- 15.2 Effect of Failure to Provide Estoppel Certificate. If Tenant fails to furnish any Estoppel Certificate within ten (10) days after request therefor, it shall constitute a binding acknowledgement by Tenant that the statements contained in the Estoppel Certificate are true and correct, without exception, and constitute a default under this Lease. Moreover, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact, which appointment is coupled with an interest, to act in Tenant's name, place and stead to execute such Estoppel Certificate on Tenant's behalf if Tenant has failed or refused to so act (but Landlord's exercise of this right shall not excuse Tenant's breach as described hereinabove in this Section).

XVI. COMMON AREAS

Other than the Leased Premises, parking areas, access roads, driveways, service ways, pedestrian walks, ramps, and sidewalks, Tenant shall not have the right to use any portion of the Premises (including, specifically, the worship area, the Preschool area, the Kitchen, the Music Room, the Church office, and all storage areas not identified as Leased Premises herein) except with the Landlord's prior written authorization on each occasion thereof.

XVII. SIGNS, AWNINGS, AND CANOPIES

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Leased Premises, or elsewhere in the Building, any sign, awning, marquee, decoration, lettering, attachment, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass or any window or door of the Leased Premises without first obtaining Landlord's written approval. However, such approval shall not be unreasonably withheld. Further, Landlord understands that Tenant may place a sign on the premises identifying the school. Plans for said sign shall be submitted pursuant to section 6.3 herein above.

Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter, or other things as may be approved in good condition and repair at all times. Landlord may at Tenant's cost, and without liability to Tenant, enter the Leased Premises and remove any item erected in violation of this Section. Landlord may establish rules and regulations governing the size, type, and design of all signs, decorations, etc., and Tenant agrees to abide thereby.

XVIII. THIRD PARTY APPROVALS

This entire Agreement is subject to the approval Nevada State Public Charter School Authority (the "Charter School Authority"). If this Agreement is rejected by the Charter School Authority in any part or in whole, Tenant may terminate this Agreement and Tenant shall receive the return of any amounts paid to Landlord that have not been earned.

If the Charter School Authority requires a modification of this Agreement to make it acceptable, the Parties hereto agree to make such required modifications, unless Landlord does not agree to such modifications. In which case, the Landlord may terminate this Agreement and the Tenant shall receive the return of any amounts paid to Landlord that have not been earned.

The same rights to terminate this Agreement shall apply in the event any State or Local government entity does not allow Tenant to commence operations as a Public Charter School on or before August 1, 2017. The same rights to terminate this Agreement shall apply in the event that Tenant is unable to obtain, if necessary and after good faith efforts, a certificate of occupancy and certificate of use for the property as a public charter school. Upon receipt of the foregoing approvals Tenant agrees to operate the school with competent business practices in the ordinary and customary manner of operating a Nevada charter school and in compliance with the requirements of applicable law. Except as set forth herein, once Tenant commences its operation on the Leased Premises and thereafter it is prevented from continuing its operations as a Charter School by any governmental action or judicial action, Tenant shall notify Landlord of such governmental action and shall not be relieved of any of its future obligations to Landlord under this Agreement (including the payment of rent) until Tenant has made a "good-faith effort" for two months to correct, resolve, or eliminate (as appropriate to the circumstances) the reason why Tenant was prevented from continuing its operations as a Public Charter School. At the conclusion of said two month period, Tenant shall, upon giving written notice to Landlord, be allowed to terminate this Agreement at the conclusion of that calendar month. During this two month period, Tenant shall continue to be required to pay rent.

XIX. MISCELLANEOUS PROVISIONS

- 19.1 No Partnership. Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise, nor are the parties in a principal-agent relationship. Neither party hereto shall have any authority to bind or otherwise obligate the other. Persons retained by either party as employees or agents shall not be deemed to be employees or agents of the other party.
- 19.2 <u>Force Majeure</u>. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God.
- 19.3 No Waiver. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing signed by Landlord no waiver shall occur by action, inaction or silence. Any waiver by Landlord of a breach of a covenant of this Lease by Tenant shall not (i) be construed as a waiver of a subsequent breach of the same or any other covenant, or (ii) affect or alter this Lease, but each and every term and provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The consent or approval by Landlord to anything requiring Landlord's consent or approval shall not be deemed a waiver of Landlord's right to withhold consent or approval of any subsequent similar act or request by Tenant.
- 19.4 <u>Notices</u>. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person, overnight by a nationally recognized courier, or sent by United States certified or registered mail, postage prepaid and shall be addressed (a) if to Landlord, at the place specified below, and (b) if to Tenant, either at the Leased Premises or the address for Tenant specified below. Either party may designate such other address as shall be given by written notice.

LANDLORD:

South Reno United Methodist Church 200 De Spain Lane Reno, Nevada 89511

With a copy to:

Kirk C. Johnson, Esq. Robertson, Johnson, Miller & Williamson, 50 West Liberty Street, Suite 600 Reno, Nevada 89501

TENANT:

Doral Academy of Northern Nevada c/o Academica 5470 Kietzke Lane West 120th, # 300 Reno, Nevada 89511

- 19.5 <u>Captions</u>, <u>Attachments</u>, <u>Defined Terms</u>; <u>Interpretation</u>. The captions to the sections of this Lease are for convenience of reference only and shall not be deemed relevant in resolving questions of construction or interpretation under this Lease. Landlord and Tenant acknowledge and agree that each has been given the opportunity to review this Lease with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Landlord and Tenant have equal bargaining power, and intend the plain meaning of the provisions in this Lease. In the event of an ambiguity in or dispute regarding the interpretation of any provision in this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.
- 19.6 <u>Recording</u>. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord.
- 19.7 <u>Partial Invalidity</u>. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- 19.8 <u>Quiet Enjoyment</u>. Tenant, upon full and timely payment of the rent and the full and timely performance of the terms of this Lease, shall, at all times during the lease term and during any extension thereof, peacefully and quietly enjoy the Leased Premises (during the School Operating Hours) without any disturbance from the Landlord or from any person claiming by, through or under the Landlord, except as otherwise herein provided.
 - 19.9 Reserved.
 - 19.10 Landlord's Representations. Landlord represents and warrants that
- (a) they are not aware of any pending condemnation proceedings as identified in section 10.2;
- (b) they are current (through December 2012) in all taxes (if any) as identified in section 4.5; and
- (c) all utilities as identified in section V are in good working order, ordinary wear and tear exempted;
- 19.11 <u>Modular/Portable Building.</u> Tenant acknowledges that the existing modular portable buildings or any modular portable buildings which may be added in the future on the Premises are not part of the Leased Premises.

19.12 <u>Attachments</u>. The following, by reference hereto, are a part of this Lease:

Exhibit "A" – Property Description

Exhibit "B" – Floor Plan

Exhibit "C" – Parking

Exhibit "D" – Utilities Expenses Discount

Exhibit "E" - Alterations By Landlord

- 19.13 Entire Agreement. This Lease Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior discussions, understandings and agreements. Except as otherwise provided herein, this Lease may not be altered or amended except by a subsequent written agreement executed by all of the parties hereto; no amendments shall occur by way of action, inaction or silence. Each party represents and warrants to the other that the signers of this Lease are authorized to do pursuant to all necessary corporate, company or partnership action.
- 19.14 <u>Governing Law; Venue</u>. This Lease shall be governed by and construed under the laws of the State of Nevada. Moreover, the exclusive venue of any action or proceeding related to or arising from this Lease shall be Washoe County, Nevada, and each of the parties to this Lease hereby consents to the personal jurisdiction of such state and federal courts located in Washoe County, Nevada, and waive any objection to venue laid therein.
- 19.15 <u>Severability</u>. If any provision of this Lease or the application of such provision to any person, entity, or circumstance is found invalid or unenforceable by a court of competent jurisdiction, the determination shall not affect the other provisions of this Lease and all other provisions of this Lease shall be deemed valid and enforceable.
- 19.16 <u>Brokers</u>. Tenant represents and warrants that it has not had any dealings with any realtors, brokers, or agents in connection with the negotiation of this Lease and shall hold Landlord harmless and indemnify Landlord from any cost or expense (including attorney fees) relating to same.
- 19.17 <u>Subordination</u>; <u>Attornment</u>. This Lease is subject and subordinate to all mortgages and deeds of trust or other encumbrances which now affect the Premises or any portion thereof, together with all renewals, modifications, consolidations, replacements and extensions thereof. Tenant shall not unreasonably withhold its consent to changes to this Lease requested by the holder or prospective holder of a mortgage or deed of trust, or such similar financing instrument covering Landlord's fee interest in the Premises so long as such changes do not materially alter the economic terms of this Lease or otherwise materially diminish the rights or materially increase the obligations of Tenant. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust covering the Premises, Tenant shall attorn to the purchaser under this Lease and recognize the purchaser as Landlord, provided that the purchaser shall acquire and accept the Premises subject to this Lease.
 - 19.18 Time is of the essence. Time is of the essence in this Lease.

19.19 <u>Further Assurances</u>. Each party hereto shall execute and deliver such instruments and take such other actions as any other party may reasonably require in order to carry out the intent of this Lease.

LANDLORD:	TENANT:		
South Reno United Methodist Church,	Inc.	Doral Academy of Northern Nevada, a Nevada public charter school	
By: Its:		By: Its:	

EXHIBIT "A" PROPERTY DESCRIPTION

The Leased Premises consists of:

No.	Room
1.	Classrooms (Rooms) 6, 7, 8, 9, 10, 11, Youth 1, and Youth 2 as identified in Exhibit B and permanently affixed storage space contained therein
	and permanently affixed storage space contained therein
2.	Conference Room as identified in Exhibit B and permanently affixed storage space
	contained therein
3.	Gathering Room as identified in Exhibit B (all storage space EXCLUDED)
4.	Bathrooms (all storage space EXCLUDED)
5.	Interconnecting hallways as identified in Exhibit B

EXHIBIT "B" FLOOR PLAN

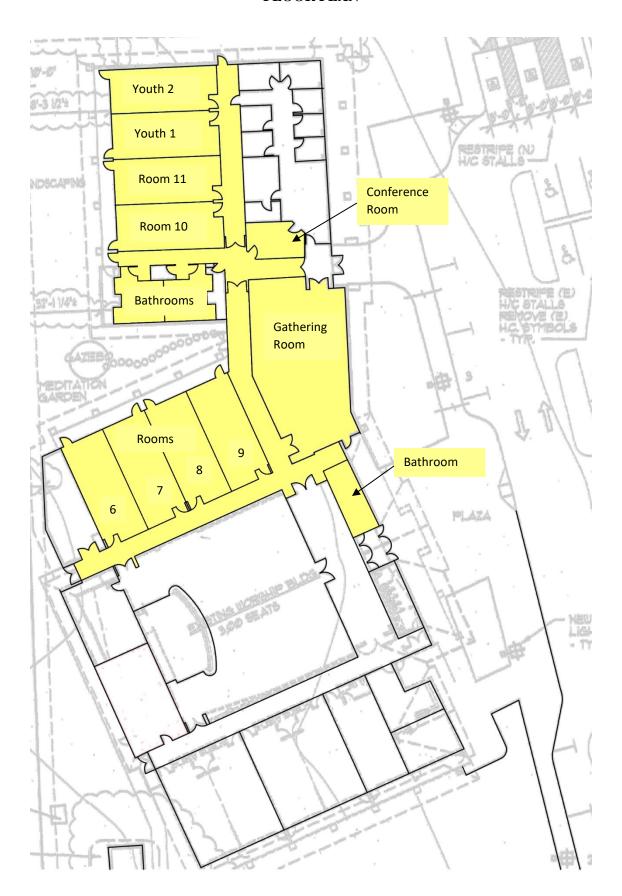


EXHIBIT "C" PARKING

Parking.

- 1. Tenant may use any designated parking space on the East side of the Premises.
- 2. Tenant may not use parking space on the South side of the building without Landlord's permission.
- 3. Tenant acknowledges that curbside parking shall be limited to drop-off of students, faculty, and staff or equipment. Furthermore, curbside parking shall be limited to the minimum amount of time required for such drop-off.

Month	Discount
January	\$ 1,945.
February	\$ 1,660.
March	\$ 1,576.
April	\$ 1,313.
May	\$ 1,113.
June	\$ 1,130.
July	\$ 1,069.
August	\$ 1,306.
September	\$ 1,301.
October	\$ 1,030.
November	\$ 1,017.
December	\$ 1,724.

Table 1: Monthly Electrical and Gas Service Discount

Month	Discount
January	\$ 192.
February	\$ 190.
March	\$ 204.
April	\$ 251.
May	\$ 446.
June	\$ 454.
July	\$ 455.
August	\$ 443.
September	\$ 451.
October	\$ 452.
November	\$ 317.
December	\$ 202.

Table 2: Monthly Water Service Discount

Month	Discount
January	\$ 56.
February	\$ 44.
March	\$ 49.
April	\$ 68.
May	\$ 196.
June	\$ 705.
July	\$ 718.
August	\$ 682.
September	\$ 705.
October	\$ 718.
November	\$ 741.
December	\$ 77.

Table 3: Monthly Wastewater Service Discount

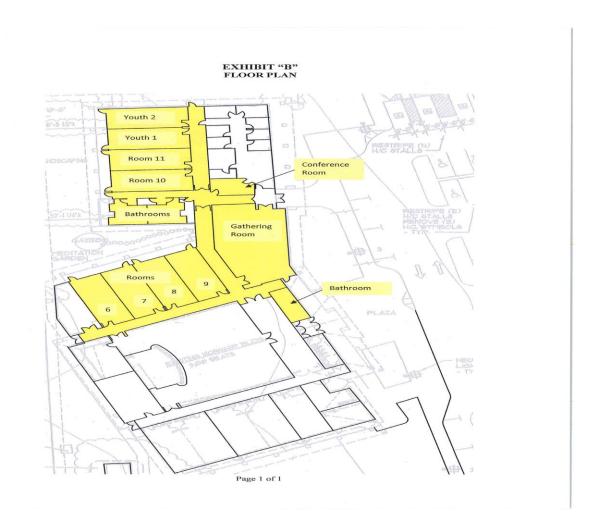
Month	Discount		
All	\$ 210.		

Table 4: Monthly Trash Service Discount

No.	Item	Amount	
1.	Deleted	\$	0.
2.	Deleted	\$	0.
3.	50% of monthly portable rental (months of May and June 2017)	\$	1,864.
4.	50% of total cost for floor replacement (Gathering Room and Hallways)	\$	11,145.
5.	Deleted	\$	0.
6.	Deleted	\$	0.
7.	Deleted	\$	0.
6.	Locksmith service	\$	4,500.
	Total	\$	17,509.

Leased facility:

9,068 Square feet



Owner/Landlord Information

South Reno United Methodist Church 200 De Spain Lane, Reno NV 89511 Telephone Number 775-851-1181

No disclosures needed.

An application for an amendment to a Special Use Permit was filed with Washoe County on May 15th 2017.

A Citizen Advisory Board meeting was held on June 8, 2017 and the Board unanimously recommended approval of the project.

A special meeting of the Board of Adjustment was called for July 12, 2017 at Washoe County.

On June 20, 2017 Washoe County informed us that the no amendment to Special Use Permit was necessary, and thus no zoning change is required thereby making the July 12 special meeting unnecessary. As a result, the only thing necessary for the school is a building permit for the two interior walls (with no electronic or utility work).

The architectural firm Ethos 3 has been retained to handle the permitting and once the interior walls are built will have arranged all necessary inspections to secure the issuance of a Certificate of Occupancy before school starts.

Please contact Ethos 3 for further information and for a detailed Gannt Chart. Ethos 3 can be contacted at:

8985 South Eastern, Suite 220, Las Vegas, NV 89123

Phone: 702.456.1070

Fax: 702.456.7020

Ethos 3 is confident, due to the minimal amount of work that is needed (two interior drywalls with no electronical or utility work) that all work will be completed in time to secure the appropriate Certificate of Occupancy before school starts.

Please contact Ethos 3 for the detailed construction project plan and timeline Gannt Chart.

Ethos 3 can be contacted at:

8985 South Eastern, Suite 220, Las Vegas, NV 89123

Phone: 702.456.1070

Fax: 702.456.7020

Please see the enclosed letter from the Department of Business and Industry.

The occupation of the temporary facility did not alter the support from community partners and thus the originally submitted evidence of support in DANN's charter application remain unchanged.

The occupation of the temporary facility did not alter the incubation or transition year development as originally submitted with DANN's charter application.

The occupation of the temporary facility did not alter the marketing plan as originally submitted with DANN's charter application with the only exception being the reduced enrollment target number.

Budget Narrative

- 1. The first year of operations is for the 2017-2018 school year. The revenue assumption provided by the prescribed budget from the application for Washoe County is \$6,942 per pupil.
- 2. DANN has entered into a FFE lease agreement with Vectra bank for the purchase of furniture, books, technology and equipment. The terms of the lease include an approximate interest rate of 5% and a 4 year terms with a 5% residual (purchase option). Because DANN has been awarded the CSP Grant in which it will purchase the majority of school curriculum and technology through DANN has budgeted to finance \$500 per student or \$84,000 in year 1 to outfit the school with all necessary FFE items. Lease payments are included within the supplies and property expense line items within the budget. Please see attachment 10 for secured FFE lease.
- 3. Year 1 Assumptions for anticipated personnel costs include a principal @ \$95,000, 9 certified teachers with an average salary of \$40,000, SPED teacher @ \$41,500, office manager @ \$43,000, receptionist/FASA @ \$16,720, teacher assistant @ \$16,720 and security personnel @ \$17,600.

Benefits were assumed at 44% of total salary costs.

Operational costs include Special Education Contracted Services @ \$35,000 (Speech, OT, PT, Psych, Nurse), Legal Fees @ \$5,000, Copier lease @ \$10,000, Phone and Internet @ \$4,000, Utilities @ \$33,000, school insurance policies @ \$10,000 and Janitorial @ \$11,000. Both Academica and Doral Academy Inc. will be waiving their fees for year 1 of operation. Please see original charter for budget narrative in years 2-5 as it has not changed.

- 4. DANN does not anticipate a shortage from the budgeted revenues in year 1 as the school has been conservative and has laid the ground work early on in the process with parents to alert them of the new facility location and staffing of the school. Should DANN experience an unforeseen shortage of revenues due to enrollment changes the school will work with Doral Academy Inc. and Academica Nevada to determine areas of the budget to reduce and if necessary sources of additional capital.
- 5. Please see the attached year 1 budget contingency for reference. The contingency plan included the following action should DANN reach only 150 students in year 1: The school would lower the elective options by one teacher or \$40,000. Teacher benefits would correspondingly

lower due to the reduction of 1 staff member. DANN would still operate with a year-end surplus should they need to enact this plan.

6. Not applicable as DANN has not included any outside philanthropic donations as a source of anticipated revenues.

MINUTES

of the meeting of the BOARD OF DIRECTORS of DORAL ACADEMY OF NORTHERN NEVADA March 9, 2017

The Board of Directors of Doral Academy of Northern Nevada held a public meeting on March 9, 2017 at 8:00 a.m. at 5470 Kietzke Ln., Suite 300 Reno, Nevada 89511.

1. Call to Order and Roll Call

Board Vice Chair Steve Porter called the meeting to order at 8:02 a.m. with a quorum present. In attendance were Board Members Steve Porter, Pat Hickey, Danielle Cherry (via telephone), Candace Garlock (via telephone), and Susan Mayes-Smith (via telephone).

Kathy Etchemendy was not present at the meeting.

Also present was Principal Megan Pruitt, as well as Academica representatives Victor Salcido, Clayton Howell (via telephone), and Kristie Fleisher (via telephone).

2. Public Comment

There was no request for public comment.

3. Approval of Minutes from the March 1, 2017 Board Meeting

Member Mayes-Smith moved to approve the minutes from the March 1, 2017 Board Meeting with amendments. Member Hickey seconded the motion, and the Board voted unanimously to approve.

4. Discussion and Possible Action Regarding a new Board Member and Possible Board Member Search

Member Porter stated that they had received an outstanding resume from one gentleman, and proposed that they either move to nominate him as a Board member or table the item for the next meeting if a lengthy discussion was necessary. Mr. Victor Salcido addressed the Board and stated that there was no rush, except that it was always beneficial to have a full Board in order to ensure a quorum, adding that they could nominate a different candidate, nominate Eddie Ableser, or table the item. Member Cherry stated that she was impressed with the resume and would like to see the Board vote on the item that day. Member Hickey stated that he was well acquainted with Mr. Ableser and would like to move forward with the nomination

Member Hickey nominated Eddie Ableser as a member of the Doral Academy of Northern Nevada Board of Directors. Member Mayes-Smith seconded the motion, and the Board voted unanimously to approve.

5. Update and Possible Action Regarding School Location

Mr. Salcido stated that the only update was that the church council had unanimously approved the leasing of the location, and had opted for portables on-site for their church groups' daily use. Mr. Salcido explained that they would only need one retractable wall and the rest could be permanent, which would be cost effective, adding that there were still some unknown costs.

Mr. Salcido stated that there was an agreement in principal and that the Board could vote to proceed and look to sign an official lease in the coming weeks

Member Hickey asked if the enrollment number of 168 would allow them to do all that they had planned in regard to their mission. Mr. Salcido stated that the lease payment would be approximately \$7,000 per month with the \$500 per pupil per year required before taking the portable cost into account. Mr. Clayton Howell replied that with the \$500 per pupil required for the rent, the cost of the portables (\$650 per month); hook-up costs (estimate: \$10,000); and tenant improvement costs (estimate: \$30,000); the lease rate would be about \$130,000; which was about 11.5% of the total percentage of revenue. Mr. Howell stated that most charter schools tried to keep their rate below 15%; adding that Doral would be in a better position. Mr. Howell suggested that they might want to amortize the improvement costs over a few years. Member Hickey asked if they would keep that payment once they moved into a new facility, to which Mr. Howell replied in the affirmative.

Member Porter asked if the current numbers were enough for Principal Pruitt to hire the necessary staff to carry out Doral's mission. Principal Megan Pruitt addressed the Board and stated that she was working with Bridget Phillips to creatively hire the best teachers, adding that it was feasible with the budget.

Member Porter asked if the church would still be willing to negotiate if the hook-up costs came in much higher and skewed the budget, to which Mr. Salcido replied in the affirmative and stated that the church was the best and possibly only option for the coming year, adding that the church had been willing to negotiate.

Member Hickey moved to continue negotiating with the Methodist church and look to sign a lease in the near future. Member Garlock seconded the motion, and the Board voted unanimously to approve.

6. Discussion and Possible Action Regarding Enrollment Dates and Lottery Date for the 2017/2018 School Year

Mr. Salcido stated that, moving forward with the assumption of the Methodist church as their location, they could proceed to set enrollment dates and the date for the lottery to be run. Member Hickey stated that he would like Principal Pruitt's input, to which Principal Pruitt replied that she would like to see the enrollment window close as soon as possible so that she could move forward with hiring teachers and ordering curriculum. Mr. Salcido stated that they would need to send out postcards to homes within a two-mile radius of the school before the enrollment window could close. Mr. Howell recommended closing the enrollment period around March 30th-31st, which would give them time to send postcards and would give parents the opportunity to learn of the location and possibly gain new enrollment.

Mr. Howell stated that they would need to make a decision as to grade-levels and reviewed the current enrollments which showed 6th grade with the fewest number enrolled students, adding that it would be difficult to offer a variety of electives with the low number. Mr. Howell added that the Board should also consider the fact that they would lose some students due to the location. Mr. Howell recommended working with Principal Pruitt to determine whether to begin K-3, K-4, or K-5. Member Hickey suggested they be careful when considering 5th grade as they would want to be certain they could accommodate a 6th grade the following year. Member Porter stated that they might want to wait to set grade-levels until after the enrollment period. Mr. Salcido stated that it would be important for parents to be aware of which grades were being offered, adding that they could not hold the lottery if they did not know which grades and the maximum enrollment for each grade.

Principal Pruitt suggested holding an informational meeting at the church before the closing of the enrollment period, which would allow parents to see the facility. Principal Pruitt asked if priority enrollment could be offered to those students in grades that would not be offered this year but will next year, to which Mr. Howell replied that the law would not allow that.

Member Porter asked if they could contact currently enrolled families regarding the location situation and reaffirm whether they would attend the school. Ms. Kristie Fleisher addressed the Board and stated that they could immediately send out an email to applicants letting them know the location, and request a response regarding their continued enrollment, followed by phone calls to those who did not respond right away. Mr. Howell stated that the email could contain information regarding the informational meeting as well, which could also serve as a recruiting tool.

Member Cherry asked for clarification regarding what needed to be decided that day, to which Mr. Howell replied that they were looking for the target enrollments; however, if the numbers came in low for one grade and higher for another they could revise the targets. Mr. Howell suggested possibly underprojecting with two kindergarten classes and one class each for grades 1st-4th; adding that they could increase enrollment projections based on wait-list sizes. Member Cherry suggested at least determining the grade-levels that would be offered so that the flyers could clearly communicate that information. Mr. Howell stated that they could announce that grades K-4 would be offered and determine how many classes per grade once interest had been gauged. Member Hickey asked if they would continue to cap the class size, to which Mr. Salcido stated that the classes would be capped due to space, which would allow for 21 students per class.

Principal Pruitt stated that she was concerned with offering 4th grade and wondered if they should focus on K-3 in this initial year. Mr. Howell stated that they already had 44 applications for 4th grade, which would most likely result in at least one full 4th grade class. Principal Pruitt suggested perhaps not going to 4th grade and offering three kindergarten classes, to which Mr. Howell stated that they could publicize K-4 with the caveat that it could change based on demand. Some discussion ensued regarding the pros and cons of K-3 versus K-4, with Mr. Howell cautioning the Board against eliminating 4th grade, where there was a clear demand, in favor of more classes in the lower grades where there was not the demand, adding that this decision could adversely affect the budget.

Member Hickey moved to adopt March 31st as the end of the enrollment period. Member Garlock seconded the motion, and the Board voted unanimously to approve.

7. Discussion and Possible Action Regarding Grade-Level Maximum Enrollment for the 2017-2018 School Year

Discussion for this item took place in conjunction with agenda item six.

Member Garlock moved to enroll as a K-3. Member Mayes-Smith seconded the motion, and the motion did not carry with three dissenting votes.

Member Hickey moved to enroll as a K-4 with flexibility based on the interest levels. Member Cherry seconded the motion, and the motion carried with one dissenting vote.

8. Discussion and Possible Approval of the Term Sheet for Furniture, Fixtures, and Equipment Purchases

This item was tabled.

9. Review of Start-Up Costs Including a Discussion

This item was tabled.

10. Public Comment

There was no request for public comment.

11. Adjournment.

The meeting was adjourned at 8:49 a.m.

Approved on:

Secretary of the Board of Director's Deval Academy of Northern Nevada.