

**EXHIBIT B**

**EXHIBIT B**

# CHARTER SCHOOL AGREEMENT

## State Public Charter School Authority And Nevada Connections Academy Charter School

THIS AGREEMENT is made and entered by and between the State Public Charter School Authority ("Authority") and the Nevada Connections Academy Charter School ("Charter School"), a public school.

The Authority and the Charter School are referred to collectively as the "Parties."

### RECITALS

WHEREAS, The primary consideration of the Legislature in enacting legislation to authorize charter schools is to serve the best interests of all pupils, including pupils who may be at risk; and

WHEREAS, the Authority has the authority to sponsor charter schools pursuant to NRS 386.509; and

WHEREAS, NRS 386.490-386.610 apply to the Charter School; and

WHEREAS, on May 5, 2007, the State Board of Education approved the proposed charter as set forth in Exhibit A ("Charter Application"); and

WHEREAS, on March 22, 2013, the Authority approved the Charter School's application for charter renewal; and

WHEREAS, the Parties intend that this Charter School Agreement serve as a contract that governs the operation of the Charter School;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants and payments herein described, the Parties agree as follows:

### AGREEMENT

1. Compliance with Nevada Law. The statutes and regulations which establish charter schools in Nevada and the Charter Application approved by the Authority are hereby incorporated by reference as a part of this Agreement. The Charter School agrees to comply with all statutes and regulations regarding the creation and operation of charter schools in Nevada, including specifically NRS 386.550.

2. Term. It is the intent of the Authority that the Charter, including this Agreement, is to be effective for a period of six (6) years, to begin on May 6, 2013, and to terminate on May 5, 2019.

3. Charter School Independence. Pursuant to NRS 386.565, the Authority shall not assign any pupil who is enrolled in a public school or any employee who is employed in a public school to the Charter School, or interfere with the operation and management of the Charter School except as authorized by written charter, NRS 386.500 to 386.610, inclusive, and any other statute or regulation applicable to the Charter School or its officers or employees. The Authority and the Nevada Department of Education (Department), or its designees, may physically inspect the school and its records, including employee and financial records, at any time.

4. Student Achievement. The Charter School agrees to report to the Authority on a regular basis the academic progress of the Charter School in meeting standards of achievement set forth in the Application, as required by NRS 386.605 and NRS 386.610. Additionally:

- The sponsor shall base evaluation of student achievement on the academic performance indicators and measures set forth by the performance framework and the statewide system of accountability (NRS 385.3455 through NRS 385.391).
- The performance framework may include school-specific performance goals to the extent such goals meet the sponsor's expectations for rigor, validity, and reliability.
- The sponsor shall evaluate the charter school at least annually consistent with the indicators and measures set out in the performance framework and the statewide system of accountability.

5. Employment Matters. The Charter School agrees to comply with the provisions of NRS 386.595 regarding employment status. The Charter School will establish and implement its own dispute resolution process for employment matters.

6. Costs of Operations. The Charter School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services.

a. The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Authority, or the Department. The Charter School shall include in any agreement or contract entered into after the effective date of this Agreement that the provisions of any such agreement or contract are enforceable only to the extent they are compliant with applicable law and regulation.

b. The Charter School agrees that it will not extend the faith and credit of the Authority, the State of Nevada, or the Department to any third person or entity. The Charter School acknowledges and agrees that it has no authority to enter into a contract that would bind the Authority.

7. Legal Liabilities/Indemnification. As required by NRS 386.550, the Charter School agrees that the Authority is not liable for the acts or omissions of the Charter School, its officers, agents, or employees. Subject to NRS Chapter 41, the Charter School agrees to defend,

indemnify, and hold the Authority, its agents and employees harmless from all liability, claims and demands on account of contract, injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the negligent (or wrongful conduct in) operations of the Charter School.

8. Insurance. The Charter School agrees that it will maintain all appropriate insurance coverages, including coverages for general liability and worker's compensation, as required to protect itself, the Authority and the Department, and specifically as required by NRS 386.550 and NAC 386.215.

9. Special Education. The Charter School agrees to be responsible for the provision of special education services to students with disabilities who attend the Charter School in accordance with the requirements of state and federal law including Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Improved Education Act of 2004. The Charter School is responsible, both financially and programmatically, for the response and resolution of any Due Process complaints filed against it.

10. Student Withdrawal. The Charter School may not require pupils or their parent or guardian to sign "contracts," "commitments," or other documents that can result in the removal, withdrawal, suspension or expulsion of the pupil from the school for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655-392.467 or other applicable statute or regulation. The Charter School may suspend or expel pupils only for the reasons stated in NRS 392.4655-392.467. Removal of a pupil from a charter school, except for suspension or expulsion pursuant to NRS 392.4655-392.467, is solely the decision of the parent or guardian of the pupil. Any removal of a pupil from a charter school against the wishes of the parent or guardian must comply with NRS 392.4655-392.467. Nothing in this provision precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable statute and regulation.

11. Gifts/Donations/Grants. The Charter School shall inform the Authority of any gifts, donations, grants, etc. received for the school that exceed \$1,000 in value.

12. Miscellaneous Provisions.

a. Entire Agreement. Except as otherwise required by law, this Agreement contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Agreement.

b. Amendment. This Agreement may only be modified or amended by further written agreement executed by the parties hereto, provided that such amendment will grant the Charter School a greater ability to achieve its educational goals and objectives. An amendment may not authorize an extension of the duration of the term of the written charter.

c. Notice. Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the office of the Charter School's governing body, in the case of notice being sent to the Charter School, or to the Office of the President of the Authority for notice to the Authority.

d. No Waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

e. Applicable Law. The parties intend that where this Agreement references federal or state law that they be bound by any amendment to such laws, upon the effective date of such amendments.

f. Invalidity. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein or unless such provision frustrates the Parties' intention for entering into this Agreement.

13. Home School Prohibition. Pursuant to NRS 386.505, the Charter School shall not serve as a means for providing financial assistance for a program of home study.

14. Adherence to NRS (Nevada Revised Statute) and NAC (Nevada Administrative Code). Nothing in the Written Charter, the application approved by the sponsor, or this Agreement is to be construed as replacing, taking precedence over, or overriding any applicable NRS, NAC, or federal law or regulation.

15. If Applicable, Distance Education Program. The distance education program shall operate only as described in the distance education application specifically approved by the Department. The distance education program is subject to all provisions of NRS 388.820 through NRS 388.874, including the NRS 388.866(1) requirement for weekly communication between the teacher of each course offered through the program and the pupil. The distance education program is subject to all provisions of NAC 388.800 through NAC 388.860.

16. If Applicable, Distance Education Program. Pursuant to NAC 387.171, the Master Register of Attendance shall include:

- The name of the pupil;
- The gender of the pupil;
- The date of birth of the pupil;
- The school in which the pupil is enrolled;
- The grade or ungraded category of educational service to which the pupil is admitted;
- The dates, if applicable, of enrollment and reenrollment;
- The date of withdrawal, if applicable, and the reason for the withdrawal as described in NAC 387.215;

The pupils' record of daily attendance;  
If the pupil is enrolled in a program of distance education, the information required by subsection 2 of NAC 387.193; and  
The ethnic group or race to which the pupil belongs.

The Distance Education Class Record Book shall include the following information from the school's software platform:

Pupil's name;  
Pupil's grade and any applicable special category to which the pupil is assigned;  
Pupil's time on task in his computer for each class per day (daily attendance);  
Grade earned by period and final grade for each class;  
Dates of enrollment, reenrollment, and withdrawal of the pupil from the class; and  
Teacher.

The Pupil's Schedule of Distance Education Classes shall include the following information from the pupil's computer from the school's software platform:


Name;  
Date; and  
Schedule of classes/with time on task from each class per day.

17. Grades Served: The Charter School shall serve grades K-12 only, unless the Written Charter is amended by Charter School Governing Body action and Authority action.

18. Compliance with Federal Requirements for Asbestos Management in Schools. The Charter School agrees to pay all costs related to compliance with federal requirements for asbestos management in schools.

19. Facility Lease or Purchase. The Charter School agrees to refrain from entering into any facility lease or purchase agreement without including a term that any provision of the lease or purchase agreement that is not in compliance with applicable law and regulation shall be void or voidable or a provision that the contract is subject to regulatory review the Authority to ensure the proposed lease or purchase agreement is in compliance with applicable law and regulation.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

  
\_\_\_\_\_  
President, Charter School Governing Body

Please print the President's name: Jamie Castle

Date: May 21, 2013

*Kathleen A. Conaboy*

\_\_\_\_\_  
President, Nevada State Public Charter School Authority

Date: 5-30-2013\_\_\_\_\_