

**EXHIBIT 3**

**EXHIBIT 3**

DAVIS  
GRAHAM &  
STUBBS

Laura K. Granier  
775 473 4513  
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August 10, 2017

Via Electronic Mail

Jason Guinasso, Chair  
State Public Charter School Authority  
[JGuinasso@rkglawyers.com](mailto:JGuinasso@rkglawyers.com)  
[jdgnevadaspcsa@gmail.com](mailto:jdgnevadaspcsa@gmail.com)

**Re: Public Records Request**

Dear Chair Guinasso,

Under NRS 239.0107, on behalf of Nevada Connections Academy (“NCA”), we are requesting electronic copies of the following public records in the legal custody and control of the State Public Charter School Authority (“SPCSA” or “Authority”):

All communications, correspondence, documentation, notes, or information of any kind, including emails and text messages, between Patrick Gavin and any State Public Charter School Authority Board Member from May 25, 2017, to the date and time Staff receives this request, provided that the same relates in any way to NCA—including but limited to matters related to NCA’s progress and practices; NCA’s student population; NCA’s counsel; NCA’s representatives, employees, or affiliates; the May 25, 26, and 27 hearing before the Authority and post-hearing work of any kind; and preparation for the NCA closure hearing that may be tentatively held in either September 2017 or October 2017.<sup>1</sup>

In the event the SPCSA deems it necessary, we request that Staff redact all documents produced pursuant to this request as appropriate, so as not to implicate NRS 392.029 and NRS 239.0105. Information stored on computer hard drives, mobile devices or copied onto microfilm is as much a public record as information contained in filing cabinets. Thus, we specifically request that you provide copies of any of the foregoing, regardless of the method by which such information is stored or maintained.

Please provide the requested records by no later than August 17, 2017 pursuant to NRS 239.0107. I understand there is a charge for copies of public records. I understand I will receive a written estimate for production of the records indicated above if the estimated cost is expected to be over \$200.00, which I will be required to pay in full prior to inspection or reproduction.

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<sup>1</sup> The date and time of a tentative hearing for “Phase Two” of NCA closure proceedings has not been confirmed at the time of this request, but the parties have identified dates in both September and October at this time.

Chair Jason Guinasso  
State Public Charter School Authority  
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Thank you in advance for your cooperation in this matter. If you have any questions or require additional information, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laura K. Granier', with a stylized, flowing script.

Laura K. Granier  
Erica K. Nannini  
for  
DAVIS GRAHAM & STUBBS LLP

ENAN:js

cc: Greg Ott, Nevada Attorney General's Office

**From:** Patrick Gavin  
**To:** [Jason Guinasso](#)  
**Subject:** Per Your Request  
**Date:** Wednesday, August 09, 2017 8:33:00 PM

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Here are some of the files: [https://drive.google.com/open?id=0B1Qa\\_aam0NCaazVhQlZ5SmRoYm8](https://drive.google.com/open?id=0B1Qa_aam0NCaazVhQlZ5SmRoYm8). Note they are large and most are scanned in versus the original electronic versions.

Patrick J. Gavin  
Executive Director  
State Public Charter School Authority  
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Are you the executive director or equivalent senior executive of a charter school network or a single-site charter school? Join our [charter leaders listserv](#).

Looking to stay current on Charter Authority news, including information on upcoming board meetings and other public information? Sign up for updates on our [SPCSA Information listserv](#).

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January 24, 2012

OF COUNSEL  
A. WILLIAM MAUPIN  
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\*ADMITTED IN CA ONLY

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*Amend  
Annual Goals each year*

Steve Canavero, Ph.D.  
Nevada Department of Education  
Director, Charter School Authority  
1749 N. Stewart Street, Suite 40  
Carson City, NV 89706-2543

**RE: NEVADA CONNECTIONS ACADEMY**

Dear Steve:

Pursuant to NRS 386.527 and NAC 386.325, NCA hereby requests approval of an amendment to its written charter to align the goals in the charter with those school annual goals approved by the governing board each school year. As required under NRS 386.520(b), NCA's charter includes a written description of the mission and goals of the school as identified in the original charter application as approved. In accordance with NRS 386.520(b), the charter identified at least one (and, in fact, three) of the statutorily identified goals. See Final Charter Application for NCA Revised 10/25/06 at 95-97 (identifying three of the statutorily identified goals): (i) improving the opportunities for pupils to learn; (ii) encouraging the use of effective methods of teaching; and, (iii) providing an accurate measurement of the educational achievement of pupils.

While NCA still strives to and does accomplish all three of these previously identified goals, with the school's growth and development since opening, the governing board has identified other measurable and more specific annual goals on which it receives reports from the school administration. The school annual goals are developed each year after school stakeholders review outcomes. Accordingly, to facilitate more efficient reporting, NCA seeks to

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amend its charter to align the mission and goals of the school with the annual goals approved by the NCA Governing Board each year which will include the statutorily required goal(s).

This year's annual school goals were approved at its October 18, 2011 meeting. Attached hereto for your information and records is a copy of the minutes from that meeting reflecting the board's approval of the school's goals for 2011-2012. Also attached is a copy of the minutes from the January 17, 2012 NCA board meeting at which the board approved seeking this charter amendment.

NCA looks forward to continuing to provide highly effective methods of teaching students through Personalized Performance Learning. The Governing Board and the entire NCA team strive to provide excellence in the educational opportunity for each of our NCA students.

NCA's requested amendment would revise Section 5.7 and 5.7 (a) of the written charter to provide the following:

The NCA Governing Board will approve annual school goals tied to the academic achievement of students and other data-driven measures aligned to the school's mission. These annual school goals will align with the statutory goals below:

- i) improving the opportunities for pupils to learn;
- ii) encouraging the use of effective methods of teaching; and
- iii) providing an accurate measurement of the educational achievement of pupils.

An example of the annual school goals for the 2011-2012 school year approved by the NCA Governing Board include:

**STUDENT ACADEMIC GOALS**

- **Student Academic Goal 1 - Student Progress:** Nevada Connections Academy will demonstrate Adequate Yearly Progress (AYP) in K-8 and 9-12 as indicated on the 2011-2012 School Accountability Summary Report.

**Measurement:** percentage of students tested (participation), percentage of students who score at or above the proficient level on annual statewide tests (academic achievement), and another academic indicator (other indicator): school attendance or graduation rate. Attendance is recorded electronically with appropriate controls in the LMS and verified as accurate and legitimate by teacher professional judgment based on actual student work products.

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**Timeframe:** AYP is determined and reported annually. Attendance rate is reported each month to the Governing Body.

- **Student Academic Goal 2 – Student Academic Achievement Scores:** Nevada Connections Academy students will meet or exceed the Annual Measurable Objectives (AMO) on CRTs and HSPEs. CRT Targets: grades 3-8 Reading and Math, grades 5 and 8 Reading, Writing, Science and Math. HSPE Targets: Math, Reading and Science in grades 10 and 11 and also Writing in grade 11.

**Measurement:** CRTs and HSPEs.

**Timeframe:** Annually.

- **School Non-Academic Goal – Family Satisfaction:** Nevada Connections Academy will increase overall family satisfaction each school year. NCA families will rate their school highly and be satisfied with their children's school experience.

**Measurement:** Parent satisfaction surveys (conducted by a third party) and Monthly School Reports.

**Timeframe:** Parent Satisfaction Survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**5.7(a) A written description of the mission and goals for the charter school. In addition to the other goals identified, the applicant must choose at least one of the following six goals.**

See Mission, above. The school-specific academic goals identified above directly address the school's stated purposes that include the goal of providing an accurate measurement of the educational achievement of students. The NCA Education Management System and assessment protocols described above provide for accurate, ongoing measurement of student achievement. In addition to the school-specific goals Nevada Connections Academy will have an annual school goal that directly addresses the stated purpose in improving the opportunities for pupils to learn (and indirectly addresses the other goals identified in NRS 386.520(2)(b). For example, the 2011-2012 annual school goal approved by the NCA school board for this area is:

**1. Improving the opportunities for pupils to learn;**

**(a) Goal:** Every enrolled high school student (grades 9-12), present since the first day of Semester II, will have a post-secondary plan (enrollment, employment or enlistment) in place by no later than May 15th of the school year.

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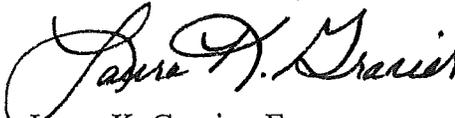
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*(b) Measurement:* Every enrolled high school student will have a completed Personal Learning Plan by May 15th of the school year.

*(c) Timeframe:* Ongoing, reported annually to all stakeholders – the Governing Body, the sponsor, parents and students.

Of course, I am available to address any questions you may have regarding the proposed amendment and/or provide you any additional information you may need. Thank you very much for your assistance.

Very truly yours,



Laura K. Granier, Esq.

LKG:jes

Enclosures: Minutes, 10/18/2011 Meeting  
Minutes, 1/17/2012 Meeting

cc: Jennifer Dukek, Principal, NCA  
Jamie Castle, President NCA Governing Board

charter school, employees of the charter school, and pupils enrolled in the charter school. In addition, the Governing Body would, in the event of a closure, create a current and projected payroll and payroll benefits commitment, listing each employee, each employment position and the amount of money required to satisfy existing contracts. The Governing Body also would submit to the State Board of Education, a report of the income tax documentation for the employees of the Academy and, ensure that the Academy's outstanding obligations are settled after closure of the school, including, without limitation, unemployment compensation, employee benefits, resolution of the lease agreement for the charter school, if applicable and, final balances for utilities and other costs.

If a closure should occur, any capital assets or excess funds remaining after all financial obligations have been satisfied would be distributed per IRS and Nevada Department of Education guidelines. Any remaining restricted assets, such as grant money and money contained in restricted categorical funds would be returned to their source. All money received by the Academy from the State that is unencumbered would be returned to the Department to be placed in an escrow account for the purpose of satisfying any outstanding obligations of the Academy. If the school had insufficient funds to pay all creditors, its Connections Academy EMO partner would be treated as an unsecured creditor and would likely be the party who would not be fully paid. Any funds provided to the school by the State for services that will not be rendered would be promptly returned to the State, following the procedures outlined by the State.

Not later than six months after closure of the school, the Governing Body would provide to the Department and the State Board, the results of an independent audit, including, without limitation, the net assets and net liabilities of the Academy. In addition, the Governing Body would provide the annual report of budget required by NRS 386.600.

#### **5.7 *Mission, Goals, Measurement of Accomplishment of Goals, and Timeline for Accomplishment of Goals***

The following mission, goals, measurements, and timelines will be discussed with the proposed sponsor and modified as needed to be mutually agreeable to the applicant and the proposed sponsor.

**Mission:** Nevada Connections Academy is an innovative K-12 distance learning public charter school whose mission is to maximize academic achievement for students throughout Nevada County who need an alternative to the traditional classroom. Working from home (or occasionally, at the parent's discretion, at a supervised community location such as a library) under the guidance of Nevada certified teachers with whom they interact via technology following a Personalized Learning Plan, Nevada Connections Academy students will engage in a rigorous, Nevada standards-aligned curriculum that is rich in print, enhanced by technology, and tailored to their individual learning needs.

**Goals:** To ensure fulfillment of its mission, Nevada Connections Academy has set the following Student Academic Goals (Tier 1) and School Non-Academic Goals (Tier 2)goals:

**STUDENT ACADEMIC GOALS (TIER 1)**

- **School-Student Academic Goal 1-Student Progress:** Nevada Connections Academy students will demonstrate ongoing progress during each quarter of the school year as measured by three intertwined metrics – attendance, participation, and performance:
  - Attendance (as logged by the Learning Coach and verified by the teacher): Students will average a **90%** attendance rate over the course of the school year. Attendance is recorded electronically with appropriate controls in the LMS and verified as accurate and legitimate by teacher professional judgment based on actual student work products. The attendance rate is reported each month to the Governing Body.
  - Participation (completion of lessons, assessments and portfolio items in timely manner and at an appropriate pace for a particular student): Students will average an **80%** participation rate over the course of the school year. The participation rate is reported each month to the Governing Body.
  - Performance (mastery of concepts across all core academic subjects, measured on internal assessments, including quizzes, tests and portfolios): Students will average a **75%** performance rate over the course of the school year. The performance rate is reported each month to the Governing Body.

~~*Attendance* (as logged by the Learning Coach and verified by the teacher): 90% of students will be in Satisfactory status each quarter, as defined by an LMS data benchmark approved by the Governing Body.~~

~~*Participation* (completion of lessons, submission of portfolio items in timely manner, communication with teacher, other variables): 80% of students will be in Satisfactory status each quarter, as defined by an LMS data benchmark approved by the Governing Body.~~

~~*Performance* (mastery of concepts across all core academic subjects, measured on internal assessments, including quizzes, tests and portfolios): 75% of students will be in Satisfactory status each quarter, as defined by an LMS data benchmark approved by the Governing Body.~~

***Measurement:*** Data tracked in real-time for each student through LMS.

***Timeframe:*** Reported monthly to Governing Body, rolled up quarterly annually for measurement of this goal.

- **School-Student Academic Goal 2-Yearly Growth:** At least 75% of Nevada Connections Academy students will demonstrate satisfactory academic growth within each year in the school.

*Measurement:* Longitudinal Evaluation of Academic Progress (LEAP) pre- and post-testing. A student will be deemed as having demonstrated “satisfactory academic growth” if she or he gains 10 percentage points from pre-test to post-test OR has a post-test score of at least 75%.

*Timeframe:* Administered at the beginning and end of each school year; results analyzed and reported annually.

- **School-Student Academic Goal 3-Achievement Scores:** Nevada Connections Academy students will perform equal to or better than comparable Nevada public schools on the Nevada Proficiency Examination Program; The school intends to meet Adequate Yearly Progress (“AYP”) as defined by the Nevada Department of Education beginning in Year 1; by Year 5, the school will aim to exceed statewide averages on these tests/required tests. The school will meet Adequate Yearly Progress (“AYP”) beginning in Year 2.

*Measurement:* Nevada Proficiency Examination Program and No Child Left Behind.

*Timeframe:* Assessments administered as defined in section 2.7(a), above; results analyzed and reported annually. Nevada Connections Academy intends to meet AYP beginning in Year 1 ~~meet statewide averages in Year 2,~~ and exceed statewide averages by Year 5, ~~and meet AYP beginning in Year 2.~~

## **SCHOOL NON-ACADEMIC GOALS (TIER 2)**

- **School Non-Academic Goal 41-High-Quality Teaching:** Nevada Connections Academy will provide its students with excellent, highly qualified teaching focused on the needs of each learner.

*Measurement:* 100% of the teachers will be Highly Qualified as defined under No Child Left Behind as documented by data in the LMS; at least 90% of parents each year will express satisfaction with their children’s teacher on the annual Parent Satisfaction survey (conducted by a third party with publicly reported results).

*Timeframe:* LMS data regarding teacher qualifications is maintained continuously and reported monthly to the Governing Body; Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

- **School Non-Academic Goal 52--School Community:** Nevada Connections Academy will create a measurable sense of community within the virtual school environment.

**Measurement:** By the end of Year 1, the school will have Community Coordinators in place and families will have the opportunity to participate in at least one (1) field trip per month during each school year; in the annual Parent Satisfaction survey (conducted by a third party with publicly reported results), respondents will rate school events at least a 3.0 on a 4 point scale.

**Timeframe:** Data regarding Community Coordinators and field trips is reported monthly to the Governing Body; Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

- **School Non-Academic Goal 63--Family Satisfaction:** Nevada Connections Academy families will rate their school highly and be satisfied with their children's school experience. Nevada Connections Academy.

**Measurement:** Parent satisfaction will measure at least 3.0 in overall program satisfaction on a 4 point scale in an annual Parent Satisfaction survey (conducted by a third party with publicly reported results).

**Timeframe:** Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**5.7(a) *A written description of the mission and goals for the charter school. (NRS 386.520(2)(b)). In addition to the other goals identified, the applicant must choose at list one of the following six goals.***

See Mission, above. In addition to the six school-specific goals identified above in 5.7 with measurement metrics and timeframes, Nevada Connections Academy aspires to achieve directly addresses the following goals 1, 2 and 3 as defined in the Nevada charter school law. (In addition, the school indirectly addresses goals 4-6.)

**1. *Improving the opportunities for pupils to learn;***

**(a) Goal:** Nevada Connections Academy will provide a unique learning opportunity for students throughout the state whose learning needs, for a variety of reasons, cannot be effectively met in the traditional, brick-and-mortar classroom.

**(b) Measurement:** Student enrollment data indicating broad range of demographics, learning needs and geographic locations, including at least 25% low-income students; 10% students with special learning needs

(including giftedness); 10% minority students; and 20% students from rural areas.

(c) **Timeframe:** Ongoing, reported monthly to Governing Body.

**2. Encouraging the use of effective methods of teaching;**

(a) **Goal:** The Nevada Connections Academy instructional model, known as Personalized Performance Learning, provides effective methods of teaching students with unique learning needs (such as students with certain disabilities, elite athletes, the homebound, the bullied, and others in seek of an alternative) in a distance learning environment. See Section 2.6(a) for discussion of teaching methods.

(b) **Measurement:** Data gathered in LMS regarding application of teaching methods (teacher-student contacts, student progress metrics, use of technology tools) together with achievement results discussed School-Student Academic Goals 1-3 under 5.7, above.

(c) **Timeframe:** Collected continuously, reported monthly to Governing Body, with annual report to all stakeholders – the Governing Body, the sponsor, parents and students.

**3. Providing an accurate measurement of the educational achievement of pupils;**

(a) **Goal:** The Nevada Connections Academy Learning Management System (LMS) and assessment protocols – described in depth in Section 2.6(a) and 2.7(a) – will provide for accurate, ongoing measurement of student achievement.

(b) **Measurement:** See School-Student Academic Goals 1-3 with Measurement metrics under 5.7, above.

(c) **Timeframe:** See School-Student Academic Goals 1-3 with Timeframes under 5.7, above.

~~**4. Establishing accountability of public schools;**~~

~~(a) **Goal:** Nevada Connections Academy will be a fully accountable public school, with multiple data streams updated continuously and reported to stakeholders – the Governing Body, the sponsor, and the parents and students – as noted in School Goals under 5.7, above.~~

~~(b) **Measurement:** See School Goals 1-3 with Measurement metrics under 5.7, above.~~

~~(c) **Timeframe:** See School Goals 1-3 with Timeframes under 5.7, above.~~

~~**5. Providing a method for public schools to measure achievement based**~~

~~*upon the performance of the schools; or*~~

~~*(a) Goal:* The methods used by Nevada Connections Academy to capture, analyze, and report student achievement data could provide one model for achievement of this goal. If Nevada Connections Academy successfully achieves its School Goals as defined under 5.7, above, it will work closely with its sponsor and the Nevada Department of Education to inform other Nevada public schools about its methods.~~

~~*(b) Measurement:* See School Goals 1-3 with Measurement metrics under 5.7, above.~~

~~*(c) Timeframe:* See School Goals 1-3 with Timeframes under 5.7, above.~~

~~**6. Creating new professional opportunities for teachers.**~~

~~*(a) Goal:* Nevada Connections Academy will provide new professional opportunities for Nevada teachers who seek a distance learning teaching environment focused on the individual learning needs of students with extensive parent/family involvement and a high degree of accountability.~~

~~*(b) Measurement:* Recruitment and retention of highly qualified Nevada public school teachers, measured as described in School Goal 4 under 5.7, above.~~

~~*(c) Timeframe:* See Timeframe for School Goal 4 under 5.7, above.~~

**5.7(b) A description of how progress towards the mission and goals of the charter school as described in 5.7(a), above, will be measured.**

See 5.7 and 5.7(a), above.

**5.7(c) The time by which certain academic and educational results will be achieved. (NRS 386.520(2)(n)).**

See 5.7 and 5.7(a), above.

**5.8 A written description of how the charter school will carry out the provisions of NRS 386.500 to 386.610, inclusive (NRS 386.520 (2)(a)).**

Nevada Connections Academy will carry out all provisions of NRS 386.500 to 386.610, inclusive, which are applicable to it as a charter applicant. In addition to specific compliance with each of the statutory provisions under Nevada law (as set forth in detail below), Nevada Connections Academy will draw upon proven experience of Connections Academy, LLC as its contractor which has experience in seven other successful distance learning charter schools around the country. In addition, staff and members of the Governing Body for Nevada Connections Academy will attend conferences and technical assistance meetings, avoid conflicts of interest, maintain accountability and transparency in all operations and cooperate with the school's sponsor and the Department. Nevada Connections Academy places students' interests and academic achievement as the top priority

## Nevada Connections Academy

# 2011-2012 School Improvement Plan

**GOAL #1. Academic Achievement: NCA will demonstrate Adequate Yearly Progress in K-8 and 9-12 as indicated on the 2011-2012 School Accountability Summary Report.**

<u>Performance Indicator/Target</u>	<u>Strategies</u>	<u>Responsibility</u>	<u>Resources</u>	<u>Timeline</u>
<p>All Subgroups for Participation and Performance in Math and ELA, at K-8 and 9-12; attendance at K-8 and 9-12; graduation rate</p> <p>There are a total of 82 targets and the following ten (10) subgroups:</p> <ol style="list-style-type: none"> <li>1. Am. Indian/Alaskan</li> <li>2. Asian</li> <li>3. Hispanic/Latino</li> <li>4. Black/African American</li> <li>5. White/Caucasian</li> <li>6. Two or more races</li> <li>7. Pacific Islander</li> <li>8. IEP</li> <li>9. LEP</li> <li>10. FRL</li> </ol>	<ul style="list-style-type: none"> <li>. Increase implementation of interventions w/ support of PLC's</li> <li>. Identify/focus on content area strands with low performance rates</li> <li>. Targeted interventions for students "approaching standards"</li> <li>. Provide opportunities for pre-test practice</li> <li>. Ensure Live Lessons are content-based and skills-focused</li> <li>. Offer incentives for attendance at Live Lessons</li> <li>. Provide students with 'good' and 'poor' writing samples in all subject areas</li> <li>. Provide Learning Coaches with lessons on helping students prepare for testing</li> <li>. Require teachers to participate in professional development focused on implementing interventions and improving classroom instruction</li> <li>. Place students at risk on a Contract for Success</li> </ul>	<p>All licensed school personnel</p>	<ul style="list-style-type: none"> <li>• Meeting time for Professional Learning Communities to collaborate</li> <li>• Administration will provide monthly, on-going professional development related to interventions/instructional strategies</li> <li>• Monetary resources for teacher travel to all areas of Nevada where students reside, to provide in-person pre-test practice/mock testing, test preparation</li> <li>• Language Art department staff will provide writing samples</li> <li>• Resource Reps will provide parents (LC) lessons on helping their student be successful</li> <li>• Continuous monitoring by homeroom teacher/advisor</li> </ul>	<p>On-going throughout the school year</p>

**GOAL #2. Academic Achievement: NCA students will meet or exceed the Annual Measurable Objectives (AMO) on Criterion Referenced Tests (CRT's) and High School Proficiency Exams (HSPE's).**

<u>Performance Indicator/Target</u>	<u>Strategies</u>	<u>Responsibility</u>	<u>Resources</u>	<u>Timeline</u>
<p><b>Annual Measurable Objectives (AMO)</b></p> <p><u>English/Language Arts:</u></p> <p>K-8 = 75.9%</p> <p>9-12 = 91.8%</p> <p><u>Mathematics:</u></p> <p>K-8 = 77.2%</p> <p>9-12 = 80.8%</p>	<ul style="list-style-type: none"> <li>. Increase implementation of interventions w/ support of PLC's</li> <li>. Identify/focus on content area strands with low performance rates</li> <li>. Targeted interventions for students "approaching standards"</li> <li>. Provide opportunities for pre-test practice</li> <li>. Ensure Live Lessons are content-based and skills-focused</li> <li>. Offer incentives for attendance at Live Lessons</li> <li>. Provide students with 'good' and 'poor' writing samples in all subject areas</li> <li>. Provide Learning Coaches with lessons on helping students prepare for testing</li> <li>. Require teachers to participate in professional development focused on implementing interventions and improving classroom instruction</li> <li>. Place students at risk on a Contract for Success</li> </ul>	<p>All licensed school personnel</p>	<ul style="list-style-type: none"> <li>• Meeting time for Professional Learning Communities to collaborate</li> <li>• Administration will provide monthly, on-going professional development related to interventions/instructional strategies</li> <li>• Monetary resources for teacher travel to all areas of Nevada where students reside, to provide in-person pre-test practice/mock testing, test preparation</li> <li>• Language Art department staff will provide writing samples</li> <li>• Resource Reps will provide parents (LC) lessons on helping their student be successful</li> <li>• Continuous monitoring by homeroom teacher/advisor</li> </ul>	<p>On-going throughout the school year</p>

**GOAL #3. College/Career Readiness Planning: Every high school student, enrolled since the first day of Semester II, will have a post-secondary plan {enrollment, employment or enlistment} in place by May 15<sup>th</sup>, 2012.**

<u>Performance Indicator/Target</u>	<u>Strategies</u>	<u>Responsibility</u>	<u>Resources</u>	<u>Timeline</u>
<p>1. 100% of HS students will have all fields in the PLP completed by 5/15/2012.</p> <p>2. 100% of seniors will have PLP field for "12<sup>th</sup> Grade Post High School Plans" completed by 5/12/2012.</p> <p>3. 50% of NCA seniors will apply to a post-secondary institute by 6/15/2012 as indicated on the College Application Status Data View Export for 12<sup>th</sup> Graders. (25% applied in 2011)</p> <p>4. 25% of NCA seniors will have taken the SAT or ACT by 6/2/2012, as indicated on the College Admissions Overview Data View Export for Enrolled Students w/SAT or ACT Scores. (19% tested in 2011)</p>	<ul style="list-style-type: none"> <li>. Offer and encourage all 10<sup>th</sup> &amp; 11<sup>th</sup> grade students to take the PSAT</li> <li>. Implement Homerooms at the high school level</li> <li>. Encourage all 11<sup>th</sup> grade students to participate in the SAT/ACT</li> <li>. Encourage high school Learning Coaches to participate in post-secondary planning</li> <li>. Encourage participation in Live Lessons on FAFSA and the college admission/application process</li> <li>. Increase college visits opportunities</li> </ul>	<ul style="list-style-type: none"> <li>• All homeroom teachers and advisory teachers</li> <li>• Counseling Department</li> </ul>	<ul style="list-style-type: none"> <li>• Monetary support from administration to facilitate college visits</li> <li>• Time allocated for staff participation on college visits and facilitation of FAFSA workshops (LL)</li> </ul>	<ul style="list-style-type: none"> <li>• Targeted deadlines for each performance indicator</li> <li>• Strategies implemented on an on-going basis throughout the school year</li> </ul>

**GOAL #4. School Growth: NCA will increase enrollment for the 2012-2013 school year by 16%.**

<u>Performance Indicator/Target</u>	<u>Strategies</u>	<u>Responsibility</u>	<u>Resources</u>	<u>Timeline</u>
<p>1. NCA will have 1550 students enrolled/approved by 8/31/2012 as shown on the week 22 enrollment report. (Based on 16% growth from 2011 goal)</p> <p>2. 98% of students reported to the NVDOE on count day will be funded. (Increased by 1% from 2010-11)</p> <p>3. NCA will have a Retention Rate of 76% as indicated on the 6/30/2012 Monthly School Report. (Increased by 2% from 2010-11)</p> <p>4. NCA will have 73% of enrolled students with "ITR YES w/docs. Complete" data view for 2012-13 School Year. (Increased by 5% from 2010-11)</p>	<ul style="list-style-type: none"> <li>• Increased family/student support = increased retention</li> <li>• Increased community outreach (parent support meetings, school information sessions, etc.), especially in rural areas</li> <li>• On-going staff development on strategies for providing interventions for struggling students and other supports</li> </ul>	<p>All school personnel working collaboratively in PLC teams</p>	<ul style="list-style-type: none"> <li>• Funding and time to facilitate community outreach and face-to-face opportunities with students</li> <li>• Staff development for providing student/family support</li> </ul>	<ul style="list-style-type: none"> <li>• Targeted deadlines for each performance indicator</li> <li>• Strategies implemented on an on-going basis throughout the school year</li> </ul>

**GOAL #5: Family Satisfaction-NCA will increase overall family satisfaction for the 2011-2012 school year.**

<u>Performance Indicator/Target</u>	<u>Strategies</u>	<u>Responsibility</u>	<u>Resources</u>	<u>Timeline</u>
<p>1. NCA will have overall average rating of 87% or higher on the 2011-12 PSS rated for 21 specified questions. (Increased by 2% from 2010-11)</p> <p>2. Every NCA teacher will attend a minimum of 4 face-to-face events throughout the school year (excluding state testing)- (Measured by staff sign-in sheet at every event)</p> <p>3. 95% of NCA students will meet the target contact rate of the 6/30/2011 Monthly School Report. (2011 = 91%, 2010 = 89%, 2009 = 83%)</p>	<ul style="list-style-type: none"> <li>. Identify areas in need of improvement (2% or more below average for all CA schools) from the 21 specific questions in the PSS, and develop strategies through PLC's</li> <li>. Provide more opportunities for teacher/student contact (fieldtrips, social events, etc.)</li> <li>. Improve fieldtrip/student activities to be more academic</li> <li>. Random family calls from Administrators and designated meeting times at locations in various communities (coffee shop, etc.)</li> <li>. Offer school pictures &amp; student I.D. cards</li> </ul>	<ul style="list-style-type: none"> <li>• All school personnel</li> <li>• Teachers – participation on a fieldtrip/out-of-classroom activity quarterly</li> <li>• Administrators</li> </ul>	<ul style="list-style-type: none"> <li>• Student activity funds to support fieldtrips &amp; events</li> <li>• Planning &amp; implementation time for activities</li> </ul>	<ul style="list-style-type: none"> <li>• June 8<sup>th</sup>, 2012</li> <li>• (last day of school year)</li> <li>• Implementation throughout the year</li> <li>• Quarterly face-to-face meetings</li> <li>• Monthly Administrator/parent meetings</li> </ul>

KEITH W. RHEAULT  
Superintendent of Public Instruction

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TELECOPIER (FAX) TRANSMISSION SHEET  
SUPERINTENDENT'S OFFICE  
CARSON CITY, NEVADA FAX: (775) 687-9202  
PHONE: 687-9217

DATE: 119107  
TO: Tom M.  
FROM: Keith R.  
SUBJECT: Nevad Connection's Academy

NO. PAGES (including cover sheet) 11

MESSAGE:

*FYI for your file.*

KEITH W. RHEULT  
Superintendent of Public Instruction

## STATE OF NEVADA



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January 9, 2007

**MEMORANDUM**

TO: Jamie Castle, Designated Contact  
Nevada Connections Academy

FROM: *Keith Rheault*  
Keith Rheault, Superintendent of Public Instruction  
Nevada Department of Education

SUBJECT: Distance Education Program and Course Review

As part of your proposed charter school application, the distance education program and courses to be used at the school were provided to me for review and approval. Attached with this memorandum are the results of the review conducted by the Department of Education regarding the application for distance education program approval. In summary, the distance education program is substantially approved with one Section needing additional clarification before full approval can be granted. Please refer to the narrative provided in Section 4 of the application review document for the specific clarification needed.

Upon receiving the response to the clarification needed for the testing of students regarding state administered exams, the Department will review the response for clarity and completeness. If the response addresses the clarification requested, Nevada Connections Academy will be notified by letter that the Distance Education program submitted is fully approved. Please be aware that approval of the Distance Education program does not mean that approval of the school's charter has been granted, however, it is acknowledged that this is an integral piece of the charter application.

You may provide your response to me by FAX at 775-687-9202 to expedite the approval process if you wish. I will add the response as an addendum to the original distance education program application so you will not need to send in a revised application. If you have any questions regarding the clarification that needed to be made regarding the review, please call me at (775) 687-9217.

Copy: Tom McCormack  
Laura Granier

**Department of Education Distance Education Application Review**

**NEVADA CONNECTIONS ACADEMY  
CHARTER SCHOOL  
PROGRAM**

**Application Cover Page**

Application cover page is complete and includes original signature.

Yes       No

Modifications/Clarifications Needed: **None**

**Section 1: Identify courses to be offered as part of the distance education program.**

Distance education courses are identified and meet subject area requirements for each grade level (as applicable).

Yes       No

Modifications/Clarifications Needed: **None. Accredited by Commission on Trans-Regional Accreditation (CITA). See attached listing of approved courses.**

**Section 2. Process that will be used to enroll students in the distance education program.**

The process to enroll students in the program is clear and complete.

Yes       No

Modifications/Clarifications Needed:

**None, however, please provide the Department with a copy of the enrollment form when the form has been developed.**

**Section 3: Explain how each pupil's attendance and participation will be documented.**

The plan to keep track of each pupil's enrollment and participation is clear and complete.

Yes       No

Modifications/Clarifications Needed: None

**Section 4. The plan to be followed for assessing the achievement of students.**

The plan to be followed for assessing the achievement of students enrolled in the program is clear and complete.

Yes       No

Modifications/Clarifications Needed: It is not clear from the wording of the distance education program application as to who will specifically be administering the state required examinations and the locations they will be administered at. State examinations, by law, are confidential and must be administered by school staff in a secure environment. Please clarify in the application if all students will be required to take the exams at "in-person, proctored" sites by designated school staff and/or if students will be allowed to take the exams at home, please describe the procedures and protocol to be followed by the school staff in administering the exams in a home environment.

**Section 5. How will course completion and course credit to students be documented.**

The plan to keep track of course completion and the awarding of course credit to students is clear and complete.

Yes       No

Modifications/Clarifications Needed: None.

**Section 6. How will the progress of students enroll in the program be monitored.**

Is the plan to monitor the progress of students enrolled in the distance education program clear and complete?

Yes       No

Modifications/Clarifications Needed: None

## Written Report Reminder

### Distance Education Programs Reporting Requirements

Please be aware that Nevada Revised Statutes require that on or before November 1 of each year, the governing board of a charter school that provides a program of distance education must submit to the department and to the legislative bureau of educational accountability and program evaluation a written report that contains a summary of the program for the immediately preceding school year which includes, without limitation:

1. A description of the manner in which the program was carried out;
2. The expenditures made for the program;
3. The number of pupils who were enrolled full time in the program and the number of pupils who were enrolled part time in the program;
4. If available, a description of the reasons why pupils enrolled in the program;
5. The number of pupils who dropped out of the program, if any;
6. A description of any disciplinary measures taken against pupils who were enrolled in the program; and
7. An analysis of the academic achievement and performance of the pupils who were enrolled in the program before and after the pupils participated in the program.

**Nevada Connections Academy should note the required elements of the written report and set up an accountability system for distance education students that can collect all of the required information in order to respond to the written report requirements. Nevada Connections Academy's first report would be due November 1, 2009 if the school opens during the 2008 school year.**

## Distance Education Course Application

<b>Section 2 – List of Courses</b>
------------------------------------

Please provide a list of all courses being requested for approval with this application. Use additional pages as necessary.

2.1 Course Title	2.2 Course Number	2.3 Grade Level(s)
Math B	321	0
Reading & Writing B	269	0
Science B	338	0
Social Studies B	347	0
Activities B	285	0
Art B	420	0
Exploratory Spanish	430	0
Music I	407	0
Technology Literacy B	687	0
Math C	322	1
Reading & Writing C	270	1
Science C	339	1
Social Studies C	631	1
Activities C	286	1
Art C	421	1
Hooked on Math C	686	1
Physical Education 1	414	1
Technology Literacy C	688	1
Math D	323	2
Reading & Writing D	314	2
Science D	340	2
Social Studies D	632	2
Art D	422	2

## Distance Education Course Application

2.1 Course Title	2.2 Course Number	2.3 Grade Level(s)
Hooked on Math D	724	2
Physical Education 1	542	2
Technology Literacy D	689	2
Geography E	360	3
Math E	324	3
Reading E	315	3
Science E	341	3
Social Studies E	350	3
Writing E	308	3
Art E	423	3
Physical Education 1	696	3
Technology Literacy E	690	3
Geography F	361	4
Math F	325	4
Reading F	316	4
Science F	342	4
Social Studies	TBD	4
Writing F	309	4
Art F	424	4
Physical Education 2	376	4
Technology Literacy F	691	4
Geography G	362	5
Math G	326	5
Reading G	317	5
Science G	343	5
Social Studies G	353	5

## Distance Education Course Application

2.1 Course Title	2.2 Course Number	2.3 Grade Level(s)
Writing G	310	5
Art G	425	5
Physical Education 2	543	5
Technology Literacy G	692	5
Math H	521	6
Reading & Literature H	318	6
Science H	344	6
Social Studies H	354	6
Art H	426	6
Composition H	311	6
Physical Education 2	719	6
Technology Literacy H	693	6
Language Arts I	679	7
Math I	519	7
Science I	630	7
Social Studies I	634	7
Technology Literacy I	694	7
The History of Sculpture	281	7
Language Arts J	680	8
Pre-Algebra	522	8
Science J	629	8
Social Studies J	633	8
Technology Literacy J	695	8
Hooked on Phonics B	539	0, 1, 2
Hooked on Phonics C	540	0, 1, 2
Hooked on Phonics D	541	0, 1, 2

## Distance Education Course Application

2.1 Course Title	2.2 Course Number	2.3 Grade Level(s)
Map II!	562	0, 1, 2
Home Life	435	0, 1, 2, 3, 4, 5, 6, 7, 8
Music II	408	1, 2
Children's French I	581	1, 2, 3, 4
Children's German I	580	1, 2, 3, 4
Children's Latin	623	1, 2, 3, 4
Children's Spanish I	431	1, 2, 3, 4
Children's Spanish II	432	1, 2, 3, 4
Children's Spanish III	467	1, 2, 3, 4
Mythology	433	2, 3, 4, 5
History of the World	283	3, 4, 5
Music III	409	3, 4, 5
The Secret Garden	302	3, 4, 5, 6
Anne of Green Gables	298	4, 5, 6, 7, 8
King Arthur and His Knights	299	5, 6, 7
Middle Spanish I	496	5, 6, 7, 8
Middle Spanish II	508	5, 6, 7, 8
Middle Spanish III	530	5, 6, 7, 8
The History of Painting	280	5, 6, 7, 8
Music IV	429	6, 7, 8
Physical Education 2	697	7, 8
CP English 9 B	527	9
Introduction to Composition A	651	9
Introduction to Composition B	670	9
CP English 10 A	660	10
CP English 10 B	681	10

## Distance Education Course Application

2.1 Course Title	2.2 Course Number	2.3 Grade Level(s)
Everyday Language and Literature A	652	10
Everyday Language and Literature B	671	10
World History A	714	10
World History B	715	10
American Government and Economics A	658	9, 10, 11, 12
American Government and Economics B	677	9, 10, 11, 12
Art History A	641	9, 10, 11, 12
Art History B	663	9, 10, 11, 12
Basics of Biology A	656	9, 10, 11, 12
Basics of Biology B	675	9, 10, 11, 12
Business Systems Technology A	640	9, 10, 11, 12
Business Systems Technology B	662	9, 10, 11, 12
Consumer Math A	682	9, 10, 11, 12
Consumer Math B	683	9, 10, 11, 12
CP Algebra 1 A	523	9, 10, 11, 12
CP Algebra 1 B	524	9, 10, 11, 12
CP Algebra 2 A	638	9, 10, 11, 12
CP Algebra 2 B	639	9, 10, 11, 12
CP American Government A	635	9, 10, 11, 12
CP American Government B	637	9, 10, 11, 12
CP American History A	511	9, 10, 11, 12
CP American History B	528	9, 10, 11, 12
CP Biology A	636	9, 10, 11, 12
CP Biology B	661	9, 10, 11, 12
CP English 9 A	512	9, 10, 11, 12
CP Geometry A	525	9, 10, 11, 12

## Distance Education Course Application

2.1 Course Title	2.2 Course Number	2.3 Grade Level(s)
CP Geometry B	526	9, 10, 11, 12
CP Physical Science A	520	9, 10, 11, 12
CP Physical Science B	533	9, 10, 11, 12
Emergent Computer Technology	642	9, 10, 11, 12
Environmental Science A	659	9, 10, 11, 12
Environmental Science B	678	9, 10, 11, 12
Explorations in Mathematics A	654	9, 10, 11, 12
Explorations in Mathematics B	673	9, 10, 11, 12
Fundamentals of Algebra A	655	9, 10, 11, 12
Fundamentals of Algebra B	674	9, 10, 11, 12
Health, Fitness, and Nutrition A	653	9, 10, 11, 12
Health, Fitness, and Nutrition B	672	9, 10, 11, 12
Introduction to Computers and Applications A	650	9, 10, 11, 12
Introduction to Computers and Applications B	669	9, 10, 11, 12
Journalism A	643	9, 10, 11, 12
Journalism B	665	9, 10, 11, 12
Physical Education	698	9, 10, 11, 12
Psychology A	649	9, 10, 11, 12
Psychology B	668	9, 10, 11, 12
Spanish I A	646	9, 10, 11, 12
Spanish I B	666	9, 10, 11, 12
Spanish II A	647	9, 10, 11, 12
Spanish II B	667	9, 10, 11, 12
United States History A	657	9, 10, 11, 12
United States History B	676	9, 10, 11, 12

# 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:

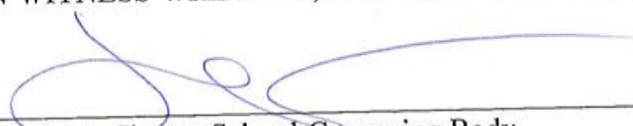
Name;  
Date; and  
Schedule of classes/with time on task from each class per day.

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

KEITH W. RHEAULT  
*Superintendent of Public Instruction*

STATE OF NEVADA

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746

GLORIA P. DOPF  
*Deputy Superintendent*  
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Carson City, Nevada 89706-2543

**DEPARTMENT OF EDUCATION**  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687-9200 • Fax: (775) 687-9101

December 30, 2008

Jamie Castle, President  
Nevada Connections Academy Governing Body  
1354 Kingsley Lane  
Carson City NV 89701

Dear Jamie:

Enclosed please find a signed copy of the revised Charter School Agreement between the State Board of Education and Nevada Connections Academy. Don't hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom McCormack". The signature is written in a cursive style and is enclosed within a hand-drawn oval.

Tom McCormack  
Charter School Consultant

# CHARTER SCHOOL AGREEMENT

## Nevada State Board of Education And Nevada Connections Academy Charter School

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

### RECITALS

WHEREAS, in 1997, the Nevada Legislature authorized the formation of Charter Schools; and

WHEREAS, on or about September 1, 2006, an application was submitted to the Nevada Department of Education ("Department") by the Committee to Form the Nevada Connections Academy Charter School; and

WHEREAS, the Nevada Department of Education reviewed and approved the application for completeness on or about March 5, 2007; and

WHEREAS, by decision on May 5, 2007, the State Board approved the application under NRS 386.527(4); and

***WHEREAS, by decision on August 9, 2008, the State Board amended the charter under NRS 386.527; and***

WHEREAS, pursuant to NAC 386.050 the written charter includes both the application to form a charter school approved by the sponsor and a written agreement signed by the sponsor and 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, as well as the Nevada Connections Academy application approved by the State Board, 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 State Board that the Charter, including this Agreement, are to be effective as of the date first written above for a period of six (6) years, to begin on May 5, 2007, and to terminate on May 5, 2013.

3. Charter School Independence. Pursuant to NRS 386.565, the State Board 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 State Board and the 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 Board 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. In addition to any goals and description of how achievement of those goals will be measured that were approved in the Charter School application, all provisions of NRS 385.3455 through NRS 385.391 (Statewide System of Accountability) apply to the Charter School. Nothing in the application approved by the State Board, this Agreement, or the Written Charter is to be construed as replacing, overriding, or taking precedence over NRS 385.3455 through NRS 385.391.

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 Board. Prior to signing a contract with an Educational Management Organization (“EMO”), the charter school shall submit a copy of the proposed contract to the sponsor. The sponsor has the authority to review and approve/reject all or portions of the EMO contract prior to signing. No clause in any contract between the Charter School and an EMO shall require more than a simple majority of the Charter School’s Governing Body to terminate the contract. No clause in any contract between the Charter School and an EMO shall require the EMO’s agreement before the contract may be terminated by the Charter School.

b. The Charter School agrees that it will not extend the faith and credit of the State Board 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 State Board.

7. Purchase of District Services. Through separate agreement, at a school district’s discretion, the Charter School may negotiate for the purchase, at cost, of available services.

a. Legal Services. Through separate agreement, at a school district's discretion, the Charter School may purchase, at cost, legal services through the school district's legal counsel for defense of suits, actions and claims against the Charter School. Such services shall be provided subject to the provisions of Nevada Revised Statutes.

b. Transportation. In the event transportation services are required, a school district and the Charter School may negotiate a transportation agreement which requires, among other things, the payment of the costs associated with obtaining such services, and that the Charter School indemnify the school district for liability resulting from the provision of the transportation services.

c. Food Services. A school district and the Charter School acknowledge and agree that in the event food services are required, an agreement may be negotiated which requires, among other things, the payment of the costs associated with obtaining such services, and that the Charter School agrees that it will indemnify the school district for liability resulting from the provision of food services.

d. Other services which may be mutually agreed upon.

8. Legal Liabilities/Indemnification. As required by NRS 386.550, the Charter School agrees that the State Board 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 State Board, 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 Charter School's operations.

9. 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 State Board and the Department, and specifically as required by NRS 386.550 and NAC 386.215.

10. 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 them.

11. Student Withdrawal. The withdrawal of any student from the Charter School shall be reported to the Department. Reports shall be submitted on an ongoing basis, and must include each student's name, ID number, and contact information. In the event a student is expelled, the charter school will provide equivalent services to the student. If the expelled student returns to a local school district, the charter school will reimburse the district on a pro rata basis.

12. Gifts/Donations/Grants. The Charter School shall inform the State Board of any gifts, donations, grants, etc. received for the school.

13. The Charter School shall provide a list of Governing Body members to the sponsor. The Governing Body shall also make the list available to any member of the public upon request. The list will be updated on an as needed basis.

14. The Charter School shall establish a procedure by which parents, community members and other interested parties may submit letters of concern (for which action is needed/requested) and a timeline by which such action will be taken.

15. Miscellaneous Provisions.

a. Entire Agreement. 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 State Board for notice to the State Board.

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. Dispute Resolution. In the event any dispute arises between the State Board or the Department and the Charter School concerning this Agreement, such dispute shall first be submitted to the Director of Fiscal Accountability, Nevada Department of Education, or his designee for review. Thereafter, representatives of the State Board and the Charter School shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to the State Board for its consideration and final decision.

f. 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.

g. 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.

16. Home School Prohibition. Pupils attending the Charter School will be disallowed for Distributive School Account (DSA) apportionment if their names also appear on school district lists of home schooled pupils unless a hand-written statement from the parent/guardian has been submitted to the Department. The statement must clarify that the parent/guardian has withdrawn the pupil from home schooling, and that the parent acknowledges he/she is enrolling the pupil in a public charter school.

17. Adherence to NRS and NAC. 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 or NAC or federal law.

18. 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.

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

- The name 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 time on task in his computer for each class per day;
- Date; 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.

20. Grades Served: The Charter School shall serve grades **K** through 12 only, unless the Written Charter is amended by Charter School Governing Body action and State Board action.

21. *The charter school will operate with an average student-to-teacher ratio of 32:1 for grades 1-3 and a student-to-teacher ratio of 64:1 for Kindergarten for the 2008-2009 school year unless amended by mutual agreement between the charter school governing body and the State Board. The Kindergarten program shall be a half-day program and shall be funded at the .6 Kindergarten rate applicable to other Nevada public schools. To the extent permissible by law, the charter school governing body will have the authority to designate the number of students to be served in grades K-3.*

22. *The charter school will have conducted an independent parent satisfaction study for students in grades K-3 and will report such data annually by July 31, for the period of this charter school agreement, to the State Board. The charter school shall provide to the Department by November 26, 2008, for approval the name of proposed independent third parties to conduct such surveys.*

23. *The charter school will provide the opportunity for supervised student events at least once every month during the school year including field trips and other opportunities for K-3 students to socialize with other students and interact with or meet with teachers, and report annually by July 31, for the period of this charter school agreement, to the Department the percentage of students participating in these activities.*

24. *The charter school will continue to make LiveLesson available to all students enrolled in its school including those students in grades K-3 and report annually by July 31, for the period of this charter school agreement, to the Department the student participation rate in LiveLesson activities.*

25. *Upon conclusion of the 2008-2009 school year, or as soon as practicable thereafter, the charter school will provide to NDE and SBE objective data intended to assist NDE and SBE to (i) consider preliminary performance of distance education for grades K-3, including the results of standardized assessments for Grades K-2 and state assessments for Grade 3; (ii) evaluate the use of age appropriate distance education technologies and curriculum; (iii) measure the demand for student access to K-3 distance education; (iv) measure parent satisfaction levels with K-3 distance education; and, (v) develop data-driven policy regarding distance education. The Department has identified the following information it seeks pursuant to this provision: (i) the results of standardized assessments for grades K-2, state assessments for grade 3, and teacher assessments of pupil academic achievement (such as grades) all of which the Department requests follow and report the same two groups of pupils'*

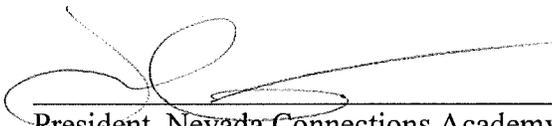
*academic achievement over the period of this charter agreement. The first group of pupils is the first grade class beginning in fall 2008, and finishing grade 3 in the spring, 2012. The second group of pupils is the first grade class beginning school in fall 2009, and finishing grade 3 in spring 2013. The parties agree, however, that if either of the control groups of pupils identified includes less than 20 students at the time reporting is due, NCA still will provide information to NDE and SBE but NDE acknowledges that such a small sample of students will not produce reliable data from which conclusions can be drawn as to the effectiveness of distance education in grades K-3.*

*The Department has welcomed the charter school to provide additional information as data it believes will provide that expected under this provision. The charter school will provide by December 30, 2008, to the Department, a list of the types of objective data the school intends to submit in accordance with this provision. The charter school and the Department agree to work in good faith to determine what, if any, additional objective data satisfies this provision of the charter as set forth in the parties' settlement agreement.*

*26. The charter school's pupils in all grades including K-3 shall participate in all state mandated assessments, regular lesson assessments, unit assessments, and semester assessments.*

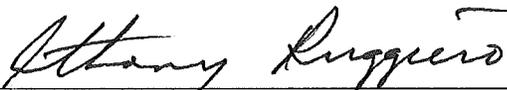
*27. The charter school shall provide parental/learning coach orientation and training for parents and/or caregivers of children to be enrolled in grades K-3, and report annually by July 31, for the period of this charter school agreement, to the Department the parent/learning coach participation rate in the orientation/training.*

IN WITNESS WHEREOF, the parties have executed this Agreement.



\_\_\_\_\_  
President, Nevada Connections Academy Charter School Governing Body

Date: Dec. 16, 2008



*Acting* \_\_\_\_\_  
President, Nevada State Board of Education

Date: 12/22/08

**KEITH W. RHEAULT**  
*Superintendent of Public Instruction*

STATE OF NEVADA

**SOUTHERN NEVADA OFFICE,**  
1620 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
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*Deputy Superintendent*  
Instructional, Research and Evaluative  
Services



**JAMES R. WELLS**  
*Deputy Superintendent*  
Administrative and Fiscal Services

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1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

**TELECOPIER (FAX) TRANSMISSION SHEET**  
**SUPERINTENDENT'S OFFICE**  
**CARSON CITY, NEVADA FAX: (775) 687-9202**  
PHONE: 687-9217

**RECEIVED**

JAN 12 2007

Office of Fiscal Accountability  
Nevada Department of Education

DATE: 1/12/07  
TO: Tom M.  
FROM: Keith R.

SUBJECT: Nevada Connections Academy

NO. PAGES (including cover sheet) 2

MESSAGE:  
*for your files*

KEITH W. RHEAULT  
Superintendent of Public Instruction

STATE OF NEVADA

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
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700 E. Fifth Street  
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January 12, 2007

MEMORANDUM

TO: Jamie Castle, Designated Contact  
Nevada Connections Academy

*Keith Rheault*

FROM: Keith Rheault, Superintendent of Public Instruction  
Nevada Department of Education

SUBJECT: Distance Education Program and Course Application Approval

Thank you for providing, in such a timely manner, the additional information requested in my January 9, 2007 Memorandum regarding your application to provide a program of distance education. The Department has reviewed the response for completeness and finds that the area needing clarification regarding the state required testing program has been adequately addressed. I will include the document provided as part your response as an addendum to your original application, which taken as a whole will be the school's approved application. **Please accept this Memorandum as official notification that Nevada Connections Academy (Charter School) is approved to operate the distance education program submitted to the Department of Education.** Approval of the program will be for a three year period beginning with the date the school becomes operational.

The approval of the distance education program by the Department authorizes Nevada Connections Academy the opportunity to offer the program, however, **the actual implementation of the program cannot take place until the school receives final approval to operate as a Charter School by the Charter Sponsor.**

If you have any questions regarding the implementation of the program as it relates to statutory or regulatory requirements, please call me at (775) 687-9217.

Copy: Tom McCormack  
Laura Granier

# 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:

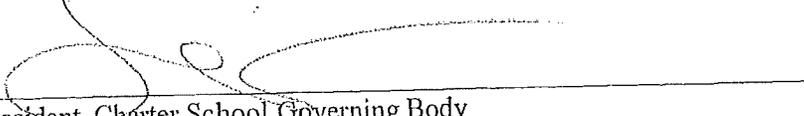
Name;  
Date; and  
Schedule of classes/with time on task from each class per day.

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\_\_\_\_\_

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

SOUTHERN NEVADA OFFICE  
9890 S. Maryland Parkway, Suite 221  
Las Vegas, Nevada 89183  
(702) 486-6458  
Fax: (702)486-6450  
<http://teachers.nv.gov>

DALE A.R. ERQUIAGA  
Superintendent of Public Instruction



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

RECEIVED FEB 10 2015

February 4, 2015

Request to Limit Enrollment  
Pursuant to NAC 387.353(1) c

Nevada Connections Academy Charter School

Date of governing body request: August 20, 2014; request attached

I hereby approve the attached request to limit the enrollment at Nevada  
Connections Academy for the 2014-2015 school year.

Signature of Superintendent of Public Instruction Dale A.R. Erquiaga:

  
Date of Signature: Feb. 5, 2015



August 20, 2014

Dale Erquiaga  
Supt. of Public Instruction  
Nevada Department of Education  
700 E. 5<sup>th</sup> St.  
Carson City, NV 89701

**Re: Request for Written Permission to Limit Enrollment Based on Financial Burden on the School**

Dear Mr. Erquiaga,

Pursuant to NAC 389.353, on behalf of Nevada Connections Academy (NCA), I am requesting your written permission to limit the enrollment of pupils to the greater of 2,300 students or the number of students enrolled for count day. NCA has entered into an agreement with a provider of software for a program of education used at the school. Under the terms of the agreement, we believe the enrollment of additional pupils in the charter school will be an undue financial burden on the charter school, and, therefore, respectfully request your approval to limit enrollment on that basis.

On May 21, 2013, the NCA governing board approved the Professional Services Agreement with Connections Academy of Nevada. The fully executed agreement was submitted to your office on June 26, 2013 and is in effect through May, 2019. We believe that this constitutes documentation that supports the request to limit enrollment. Our educational program at NCA is highly individualized and, in addition to software, the fee schedule and Professional Services Agreement includes several categories of fees that are enrollment based. If the school accepts students beyond the maximum number enrolled on count day for which they can receive funding, we will not have money to pay the provider for necessary software and other materials necessary to serve the additional pupils. Accordingly, exceeding the number of students for which our school is funded will impose undue financial and other burdens on the school.

Allowing this limit on enrollment will ensure the school's ability to serve the needs of its students. Each month, the school will hold a random lottery as described in our charter agreement to fill any seats up to that number. NCA was granted similar permission to limit enrollment in 2011, 2012, and 2013.

Thank you for your consideration of this request. Of course, if you have any questions, please let me know or contact our board counsel, Laura Granier at (775) 788-8602.

Sincerely,

A handwritten signature in cursive script that reads "Jafeth E. Sanchez".

Jafeth Sanchez

President, Nevada Connections Academy Charter School Governing Body

## Limiting the Number of Pupils Enrolled In a Charter School

In general, a charter school, as a public school, must enroll pupils and begin providing instruction to them at the time they seek enrollment. Charter schools, as public schools, in general may not “close” enrollment, and may not defer enrollment or provision of instruction to some future date.

However, Regulation R071-10 clarifies how a charter school, under certain circumstances, may limit enrollment to a specific number of pupils. There are three avenues for a charter school to contemplate should the Governing Body desire to limit enrollment to a specified number of pupils.

1. The written charter of the charter school identifies a limit on the number of pupils the charter school will enroll or identifies a ratio of pupils to teachers for the charter school;
2. The charter school limits the enrollment of pupils to a number that corresponds with the maximum capacity of persons allowed to occupy the facility of the charter school as determined by the building, fire, or health authority which inspected the facility; or
3. The charter school has obtained written permission from the Superintendent of Public Instruction to set a limit on the enrollment of pupils. This option is for distance education schools only.

The following section will outline the steps necessary to limit enrollment pursuant to the aforementioned avenues.

### **Written Charter Identifies Limit**

If a school’s written charter does not identify a limit on the number of pupils the charter school will enroll or establish a ratio of pupils to teachers, then the school must submit a formal request for charter amendment that identifies the cap or ratio. Guidance on submitting a request for charter amendment may be found in the Charter School Operation Manual.

### **Enrollment Based Upon Facility Capacity**

Maintain official documentation at the school site that identifies the maximum capacity of persons allowed in the school facility per building, fire, or health authority. Under no circumstances may a charter school admit or enroll more persons than are allowed by the building, fire or health authority.

### **Request Permission From the Superintendent of Public Instruction**

Obtaining permission from the Superintendent to limit enrollment applies only to distance education schools. A Governing Body of a distance education charter school may request permission from the Superintendent of Public Instruction to limit enrollment of pupils to a specified number and/or waive the requirement to enroll a pupil from the school’s waiting list. Such a request is made through the Application to Limit the Number of Pupils Enrolled in a Charter School.

## Application to Limit the Number of Pupils Enrolled In a Charter School

Section 2, Subsection 1 of Regulation R071-10, clarifies how a charter school, under certain circumstances, may limit enrollment to “a specified number of pupils.” The method by which a distance education charter school may limit enrollment to a specified number of pupils is by obtaining written permission from the Superintendent of Public Instruction (Superintendent). This document is the “form prescribed by the Superintendent of Public Instruction” that must be submitted to the Superintendent for:

1. Written permission to limit the enrollment to “a specified number of pupils”; or
2. A waiver from the requirement to enroll a pupil from the school’s enrollment waiting list.

This application must be submitted to the Superintendent **not later than the first day of the school year**, and must be resubmitted annually for any school year the school wishes to limit the number of pupils enrolled.

Name of charter school submitting this application: **Nevada Connections Academy**

Date of application submission: **August 20, 2014**

Date of Governing Body meeting at which action was taken to identify whether the application is for:

1. Permission to limit enrollment to a specified number, and determination of what that number is; or
2. A waiver from the requirement to enroll a pupil from the enrollment waiting list.

Meeting date: **June 17, 2014**

Check one, A or B, below:

- A. This is an application for written permission from the Superintendent of Public Instruction to limit the enrollment of pupils in the charter school to a *specified number of pupils*.

That number is **the greater of 2,300 students or the number of students enrolled for count day**.

OR

B. This is an application for a waiver from the Superintendent of Public Instruction from the requirement to enroll a pupil from the school's enrollment waiting list.

Attach to this application:

Documentation that the charter school has entered into an agreement with a provider of software for a program of education used in the school,

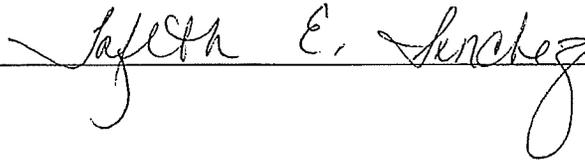
AND

Documentation which demonstrates that the enrollment of additional pupils in the school will be an undue financial burden on the school; if this is a request for a waiver (B, above), the documentation required under this part must clarify that the software provider charges the school whenever a new pupil enrolls regardless whether the overall number of pupils (due to one pupil withdrawing from the school and another from the enrollment waiting list enrolling in the school) remains the same.

Submission of this application to the Superintendent is authorized by President of the charter

school's Governing Body (print name): **Jafeth Sanchez**

Governing Body President's signature: \_\_\_\_\_

A handwritten signature in cursive script, reading "Jafeth E. Sanchez", is written over a horizontal line.

Date of signature: August 19, 2014

Date: August 26, 2011  
To: Keith Rheault  
Copy: Steve Canavero  
From: Tom McCormack  
Subject: Request to limit enrollment

sent  
8/26/11

Please see the attached request to limit enrollment at Nevada Connections Academy. If approvable, please sign where indicated on the page following this one and return to me. Thank you.

Request to Limit Enrollment  
Pursuant to NAC 387.353(1)(c)

Nevada Connections Academy Charter School

Date of Governing Body Request: August 15, 2011; request attached.

I hereby approve the attached request to limit enrollment at Nevada Connections Academy for the 2011-2012 school year.

Signature of Superintendent of Public Instruction Keith Rheault:

---

Date of Signature: \_\_\_\_\_



August 15, 2011

Dr. Keith Rheault, Superintendent  
Department of Education  
700 E. Fifth Street  
Carson City, NV 89701

**Re: Request for Written Permission to Limit Enrollment Based on  
Financial Burden on the School**

Dear Dr. Rheault,

Pursuant to the Department's Adopted Regulation R071-10, on behalf of the Nevada Connections Academy, I am requesting your written permission to limit the enrollment of pupils to the greater of 1,700 students or the number of students enrolled for count day. NCA has entered into an agreement with a provider of software for a program of education used at the school. Under the terms of our agreement, we believe the enrollment of additional pupils in the charter school will be an undue financial burden on the charter school and, therefore, respectfully request your approval to limit enrollment on that basis.

On May 17, 2011, the NCA governing board approved the Professional Services Agreement with Connections Academy of Nevada. The fully executed agreement was submitted to your office on June 8, 2011 and we believe constitutes documentation that supports this request to limit enrollment. Our educational program at NCA is highly individualized and, in addition to software, the fee schedule and Professional Services Agreement includes several categories of fees that are enrollment based. If the school accepts students beyond the maximum number enrolled on count day for which they can receive funding, we will not have money to pay the provider for necessary software and other materials necessary to serve the additional pupils. Accordingly, exceeding the number of students for which our school is funded will impose undue financial and other burden on the school.

Allowing this limit on enrollment will ensure the school's ability to serve the needs of its students. Each month, the school will hold a random lottery as described in our charter agreement to fill any seats up to that number.

Dr. Keith Rheault, Superintendent  
August 15, 2011  
Page 2

Thank you for your consideration of this request. Of course, if you have any questions, please let me know or contact our board counsel, Laura Granier at (775) 788-8602.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line that loops back to the left and then continues to the right.

Jamie Castle  
President, Nevada Connections Academy Charter School Governing Body

Application to Limit the Number of Pupils Enrolled  
In a Charter School

Section 2, Subsection 1 of Regulation R071-10, clarifies how a charter school, under certain circumstances, may limit enrollment to “a specified number of pupils.” The method by which a distance education charter school may limit enrollment to a specified number of pupils is by obtaining written permission from the Superintendent of Public Instruction (Superintendent). This document is the “form prescribed by the Superintendent of Public Instruction” that must be submitted to the Superintendent for:

1. Written permission to limit the enrollment to “a specified number of pupils”; or
2. A waiver from the requirement to enroll a pupil from the school’s enrollment waiting list.

This application must be submitted to the Superintendent **not later than the first day of the school year**, and must be resubmitted annually for any school year the school wishes to limit the number of pupils enrolled.

Name of charter school submitting this application: **Nevada Connections Academy**

Date of application submission: **August 15, 2011**

Date of Governing Body meeting at which action was taken to identify whether the application is for:

1. Permission to limit enrollment to a specified number, and determination of what that number is; or
2. A waiver from the requirement to enroll a pupil from the enrollment waiting list.

Meeting date: **June 28, 2011**

Check one, A or B, below:

- A. This is an application for written permission from the Superintendent of Public Instruction to limit the enrollment of pupils in the charter school to a *specified number of pupils*.

That number is **the greater of 1,700 students or the number of students enrolled for count day**.

OR

B. This is an application for a waiver from the Superintendent of Public Instruction from the requirement to enroll a pupil from the school's enrollment waiting list.

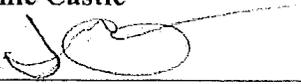
Attach to this application:

Documentation that the charter school has entered into an agreement with a provider of software for a program of education used in the school,

AND

Documentation which demonstrates that the enrollment of additional pupils in the school will be an undue financial burden on the school; if this is a request for a waiver (B, above), the documentation required under this part must clarify that the software provider charges the school whenever a new pupil enrolls regardless whether the overall number of pupils (due to one pupil withdrawing from the school and another from the enrollment waiting list enrolling in the school) remains the same.

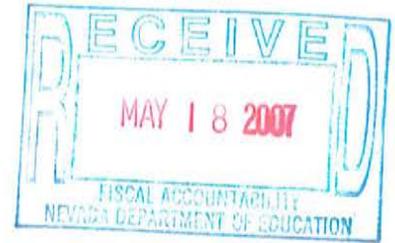
Submission of this application to the Superintendent is authorized by President of the charter school's Governing Body (print name): **Jamie Castle**

Governing Body President's signature:  \_\_\_\_\_

Date of signature: **August 15, 2011**



## CHARTER SCHOOL AGREEMENT



### Nevada State Board of Education And Nevada Connections Academy Charter School

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

#### RECITALS

WHEREAS, in 1997, the Nevada Legislature authorized the formation of Charter Schools; and

WHEREAS, on or about September 1, 2006, an application was submitted to the Nevada Department of Education ("Department") by the Committee to Form the Nevada Connections Academy Charter School; and

WHEREAS, the Nevada Department of Education reviewed and approved the application for completeness on or about March 5, 2007; and

WHEREAS, by decision on May 5, 2007, the State Board approved the application under NRS 386.527(4); and

WHEREAS, pursuant to NAC 386.050 the written charter includes both the application to form a charter school approved by the sponsor and a written agreement signed by the sponsor and 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, as well as the Nevada Connections Academy application approved by the State Board, 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 State Board that the Charter, including this Agreement, are to be effective as of the date first written above for a period of six (6) years, to begin on May 5, 2007, and to terminate on May 5, 2013.

3. Charter School Independence. Pursuant to NRS 386.565, the State Board 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 State Board and the 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 Board 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. In addition to any goals and description of how achievement of those goals will be measured that were approved in the Charter School application, all provisions of NRS 385.3455 through NRS 385.391 (Statewide System of Accountability) apply to the Charter School. Nothing in the application approved by the State Board, this Agreement, or the Written Charter is to be construed as replacing, overriding, or taking precedence over NRS 385.3455 through NRS 385.391.

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 Board. Prior to signing a contract with an Educational Management Organization (“EMO”), the charter school shall submit a copy of the proposed contract to the sponsor. The sponsor has the authority to review and approve/reject all or portions of the EMO contract prior to signing. No clause in any contract between the Charter School and an EMO shall require more than a simple majority of the Charter School’s Governing Body to terminate the contract. No clause in any contract between the Charter School and an EMO shall require the EMO’s agreement before the contract may be terminated by the Charter School.

b. The Charter School agrees that it will not extend the faith and credit of the State Board 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 State Board.

7. Purchase of District Services. Through separate agreement, at a school district’s discretion, the Charter School may negotiate for the purchase, at cost, of available services.

a. Legal Services. Through separate agreement, at a school district’s discretion, the Charter School may purchase, at cost, legal services through the school district's legal

counsel for defense of suits, actions and claims against the Charter School. Such services shall be provided subject to the provisions of Nevada Revised Statutes.

b. Transportation. In the event transportation services are required, a school district and the Charter School may negotiate a transportation agreement which requires, among other things, the payment of the costs associated with obtaining such services, and that the Charter School indemnify the school district for liability resulting from the provision of the transportation services.

c. Food Services. A school district and the Charter School acknowledge and agree that in the event food services are required, an agreement may be negotiated which requires, among other things, the payment of the costs associated with obtaining such services, and that the Charter School agrees that it will indemnify the school district for liability resulting from the provision of food services.

d. Other services which may be mutually agreed upon.

8. Legal Liabilities/Indemnification. As required by NRS 386.550, the Charter School agrees that the State Board 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 State Board, 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 Charter School's operations.

9. 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 State Board and the Department, and specifically as required by NRS 386.550 and NAC 386.215.

10. 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 them.

11. Student Withdrawal. The withdrawal of any student from the Charter School shall be reported to the Department. Reports shall be submitted on an ongoing basis, and must include each student's name, ID number, and contact information. In the event a student is expelled, the charter school will provide equivalent services to the student. If the expelled student returns to a local school district, the charter school will reimburse the district on a pro rata basis.

12. Gifts/Donations/Grants. The Charter School shall inform the State Board of any gifts, donations, grants, etc. received for the school.

13. The Charter School shall provide a list of Governing Body members to the sponsor. The Governing Body shall also make the list available to any member of the public upon request. The list will be updated on an as needed basis.

14. The Charter School shall establish a procedure by which parents, community members and other interested parties may submit letters of concern (for which action is needed/requested) and a timeline by which such action will be taken.

15. Miscellaneous Provisions.

a. Entire Agreement. 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 State Board for notice to the State Board.

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. Dispute Resolution. In the event any dispute arises between the State Board or the Department and the Charter School concerning this Agreement, such dispute shall first be submitted to the Director of Fiscal Accountability, Nevada Department of Education, or his designee for review. Thereafter, representatives of the State Board and the Charter School shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to the State Board for its consideration and final decision.

f. 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.

g. 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.

16. Home School Prohibition. Pupils attending the Charter School will be disallowed for Distributive School Account (DSA) apportionment if their names also appear on school district lists of home schooled pupils unless a hand-written statement from the parent/guardian has been submitted to the Department. The statement must clarify that the parent/guardian has withdrawn the pupil from home schooling, and that the parent acknowledges he/she is enrolling the pupil in a public charter school.

17. Adherence to NRS and NAC. 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 or NAC or federal law.

18. 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.

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

- The name 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 time on task in his computer for each class per day;
- Date; and
- Teacher.

ROKIE FITZPATRICK  
Interim Superintendent of  
Public Instruction

STATE OF NEVADA



TEACHER LICENSURE  
SOUTHERN NEVADA OFFICE  
9890 S. Maryland Parkway, Suite 221  
Las Vegas, Nevada 89183-7168  
(702) 486-6458  
Fax: (702) 486-6450

DEBORAH H. CUNNINGHAM  
Deputy Superintendent  
Business and Support Services

DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687-9200 • Fax: (775) 687-9101  
www.doe.nv.gov  
June 25, 2013

SATELLITE OFFICE  
ADDRESSES / MAPS  
<http://www.doe.nv.gov>

Nevada Connections Academy  
Jennifer Dukek, Principal  
175 Salomon Circle Suite 201  
Sparks, Nevada 89434  
Ph: 775-826-4200 X 301  
Fax: 775-826-4288

Ms. Dukek,

A thorough review of Nevada Connections Academy application to conduct a distance education program has been completed. **Please accept this as official notification that Nevada Connections Academy is approved to operate the distance education program as submitted to the Department of Education.** All courses included in the application are approved for use. Approval of the program will be for the period beginning July 1, 2013, through June 30, 2016. Approved Distance Education programs are in effect for three years. If your Charter makes significant changes within your Distance Education programs, updates to the currently approved plan will be required.

As a point of information, all courses that have been approved as part of a distance education program in Nevada are to be included on the "State Approved" list of distance education courses.

If you have any questions regarding the implementation of the program as it relates to statutory or regulatory requirements, or if you have any questions or concerns, please feel free to contact me at (775) 687-7288.

Sincerely,  
Handwritten signature of Jeffrey V. Wales.  
Jeffrey V. Wales  
Adult/Alternative/Distance Education Programs Professional

JVW

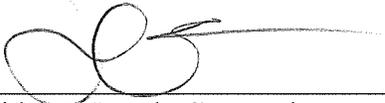
Cc: Michael Raponi, OCTAE Director  
Brad Deeds, Adult Education Programs Supervisor  
Tom McCormack SPCSA Education Program Professional  
Suzanne Etter, Audit Division

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.

20. Grades Served: The Charter School shall serve grades 4 through 12 only, unless the Written Charter is amended by Charter School Governing Body action and State Board action.

IN WITNESS WHEREOF, the parties have executed this Agreement.



\_\_\_\_\_  
President, Nevada Connections Academy Charter School Governing Body

Date: May 30, 2007



\_\_\_\_\_  
President, Nevada State Board of Education

Date: May 6, 2007

My copy of final

KEITH W. RHEAULT  
Superintendent of Public Instruction

STATE OF NEVADA

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
(702) 486-6455  
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DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
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MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

September 26, 2008

Craig Butz, Administrator  
Nevada Connections Academy  
5690 Riggins Court, Suite B  
Reno NV 89502

Dear Craig:

Enclosed please find the NRS 386.610(1) and NAC 386.410 annual report of compliance for your charter school. You may recall that this evaluation was conducted over the period from February 25, 2008, to June 2, 2008. The report will be presented to the State Board of Education at its October 10 and 11, 2008, meeting in Las Vegas. Feel free to call me with any questions, 775-687-9149.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom McCormack".

Tom McCormack,  
Charter School Consultant

Copy: Jamie Castle

**Nevada Department of Education**  
Annual Charter School Compliance Review

Name of Charter School: **Nevada Connections Academy**

School Year: **2007 - 2008**

1. A determination whether the charter school and its governing body comply with the terms and conditions of operation set forth in the written charter.

**Noncompliant**

Noncompliant findings have been identified below for special education (item 16) and teacher licensing (item 19).

2. A determination whether the membership of the governing body of the charter school complies with NRS 386.549 and NAC 386.345, including, without limitation, whether:

a. The governing body consists of at least three teachers, as defined in subsection 4 of NRS 386.549;

b. A majority of the members of the governing body reside in the county in which the charter school located; and

c. Each member of the governing body has filed an affidavit with the Department indicating that he has not been convicted of a felony or offense involving moral turpitude.

**Compliant**

Comments:

Member Name	County Resident	Licensed Teacher	Affidavit
Jamie Castle	No	Yes	Yes
Greg Hauptert	Yes	No	Yes
Katie Keating	Yes	Yes	Yes
Kirsten Mitchell	No	No	Yes
Jay Nilva	Yes	No	Yes
Shannon Reid	Yes	No	Yes
Tiffany Shively	No	Yes	Yes

3. A determination whether the governing body has held at least one regularly scheduled public meeting in the county in which the charter school is located during each calendar quarter and each meeting complied with chapter 241 of NRS.

**Compliant**

Comments:

Meeting Date	Calendar Quarter	Date Agenda/Notice Received	Date Minutes Received
April 4, 2007	2	3/30/07	6/19/07
April 23, 2007	2	OK	6/19/07
May 15, 2007	2	OK	6/19/07
June 19, 2007	2	6/13/07	7/10/07
June 29, 2007	2	6/26/07	7/10/07
July 10, 2007	3	7/5/07	10/3/07
August 9, 2007	3	8/3/07	10/3/07
September 11, 2007	3	9/7/07	10/10/07
September 28, 2007	3	9/26/07	10/10/07
October 9, 2007	4	10/3/07	OK
October 17, 2007	4	10/11/07	OK
October 24, 2007	4	10/18/07	OK
November 13, 2007	4	11/8/07	1/17/08
November 30, 2007	4	11/27/07	1/17/08
December 10, 2007	4	OK	2/7/08
January 15, 2008	1	1/17/08	None received
February 12, 2008	1	2/7/08	None received
March 6, 2008	1	3/3/08	None received

Ensure that agendas are posted and submitted to the Department at least three working days before the meeting (see the Nevada Open Meeting Law Manual, Part 6). Also ensure that meeting minutes are submitted to the Department not later than 30 business days after each meeting pursuant to NAC 386.345(6) and (7).

It is noted that between April 4, 2007, and December 10, 2007, Governing Body Member Greg Haupt missed eight meetings; and Member Jay Nilva missed six meetings.

4. A determination whether the governing body and the charter school comply with the provisions of NRS 332.800.

**Compliant**

Comments: A list of entities with whom the school contracts was provided by the school.

5. Upon examination of the agenda and minutes of each meeting of the governing body and the reports submitted to the governing body during each meeting, a determination whether the governing body is fulfilling its duty to evaluate the performance of each entity with whom the governing body has entered into a contract, including, without limitation, the performance of an educational management organization.

**Compliant**

Comments: The school's administrator and educational management organization will be evaluated by the governing body in June, 2008, according to documents submitted by the school.

6. If the charter school is dedicated to providing educational programs and opportunities for pupils who are at risk, a determination whether the educational program and services provided to those pupils is appropriate and carried out in an effective manner.

**Not applicable**

7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management.

**Compliant**

8. A determination whether all money received by the charter school from this State and from the board of trustees of a school district is deposited and maintained in a bank, credit union or other financial institution in this State .

**Compliant**

9. A determination whether the charter school has adopted a final budget, as required by NRS 386.550 and NAC 386.370.

**Compliant**

10. A determination whether the charter school complies with NRS 386.573 regarding orders for payment of money.

**Compliant**

11. A determination whether the charter school administers achievement and proficiency examinations in accordance with chapter 389 of NRS and chapter 389 of NAC.

**Compliant**

12. A summary of the manner in which the charter school ensures the health and safety of the pupils enrolled in the charter school, including, without limitation, a determination whether the charter school:

- a. Complies with the requirements for reporting the abuse or neglect of a child;
- b. Complies with Title V of the Rehabilitation Act of 1973, 29 U.S.C. 791 et seq.;
- c. Provides adequate health services;
- d. Maintains records of the immunizations required of pupils in accordance with NRS 392.435;
- e. Complies with NRS 392.450 by providing drills for pupils in the appropriate procedures to be followed in the event of an emergency and by posting escape routes; and
- f. Complies with the requirements for crisis response in public school in accordance with NRS 392.600 to 392.656, inclusive.

**Compliant**

13. A determination whether each facility that the charter school occupies complies with applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation.

**Compliant**

Comments: Evidence of the school's compliance with Nevada OSHA (Occupational Safety and Health Act) requirements was submitted.

A Reno Fire Department Fire Code Safety Survey With Service Charge document dated 4/27/07 was submitted by the school.

14. A determination whether the charter school complies with NRS 386.585, including, without limitation, whether the charter school:

- a. Provides a copy of the rules of behavior, prescribed punishments and procedures to be followed in imposing punishments to each pupil;
- b. Maintains, for public inspection at the charter school, a copy of the rules of behavior, prescribed punishments and procedures to be followed in imposing punishments; and
- c. Complies with the policies and procedures for the suspension and expulsion of pupils.

**Compliant**

15. A description of the attendance policy of the charter school and a determination whether the policy is:

- a. Distributed to each pupil in accordance with NAC 386.350; and
- b. Available for public inspection during the school's regular business hours.

**Compliant**

16. If pupils with disabilities are enrolled in the charter school, a determination whether the provision of special educational services and programs to those pupils complies with the requirements set forth in chapters 388 and 395 of NRS and NAC 388.150 to 388.450, inclusive.

**Noncompliant**

Comments: See the attached June 30, 2008, letter from Janell Rosenberg.

17. A determination whether the charter school provides instruction in the core academic subjects set forth in subsection 1 of NRS 389.018, as applicable for the grade levels of pupils who are enrolled in the charter school.

**Compliant**

18. A determination whether the charter school provides at least the courses of study that are required of pupils by statute or regulation for promotion to the next grade or graduation from a public high school and requires the pupils who are enrolled in the charter school to take those courses of study.

**Compliant**

**19. A determination whether the charter school complies with NRS 386.590 regarding the employment of teachers and other educational personnel.**

**Noncompliant**

Comments: The school was informed in an April 10, 2008, letter from the Department of noncompliance with teacher licensing requirements.

As of July 18, 2008, the school is noncompliant with teacher licensing requirements. Jeffrey Brockett is teaching out of field; his license does not allow him to teach the courses he is teaching. Michel Fike hasn't completed all the coursework for a full license.

**20. A determination whether the status of the employees of the charter school and the rights and benefits provided to those employees comply with NRS 386.595.**

**Compliant**

Comments:

No school employees are on a leave of absence from a school district.

The school contributes to PERS for 15 employees.

No school employees are employed/provided by an educational management organization.

The governing body has not entered into a collective bargaining agreement with its employees.

**21. A description of the manner in which the charter school maintains personnel records for its employees.**

**Compliant**

**22. A description of the procedure for the enrollment of pupils in the charter school, including, without limitation, whether the charter school enrolls pupils on the basis of a lottery system if more pupils who are eligible for enrollment apply for enrollment than the number of spaces that are available.**

**Compliant**

Comments: The school reports enrollment of 336 pupils and 144 withdrawals.

**23. If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding the ages for enrollment in those grades.**

**Not Applicable**

**24. A determination whether the charter school refrains from charging tuition or fees, except for those fees that are authorized by specific statute or by the written charter of the charter school.**

**Compliant**

**25. A determination whether the charter school provides written notice to the parents and legal guardians of pupils enrolled in grades 9 to 12, inclusive whether the charter school is accredited by the Commission on Schools of the Northwest Association of Accredited Schools.**

**Compliant**

Comments: The documents provided by the school both indicate December (2007 and 2008) dates. Ensure that the notice is received by parents/guardians within the first 10 days of the school year each year.

**26. A determination whether the charter school complies with NRS 386.583 regarding the adoption of rules for academic retention.**

**Compliant**

**27. A determination of whether the charter school maintains the type and amount of insurance (a) required by NAC 386.215, (b) in a manner that complies with paragraph (l) of subsection 1 of NRS 386.550, which may include workers' compensation insurance, or is otherwise prepared to hold harmless, indemnify and defend the sponsor of the charter school as required by that paragraph.**

**Compliant**

Comments: A combination of two policies appears to provide the insurance required by NAC 386.215. One policy expires July 1, 2008, and the other expires September 15, 2008.

**28. A determination whether the written inventory of equipment, supplies and textbooks that is maintained by the charter school pursuant to NAC 386.342 is current and accurate.**

**Compliant**

**29. A determination whether the charter school operates for profit. (NRS 386.553)**

**Compliant**

Comments: See attached DSA Manager Review.

**30. A determination whether the charter school has reimbursed the Department in the preceding year, for the appropriate (1.5% or 2%) administrative costs associated with sponsorship. (NRS 386.570(3)(4))**

**Compliant**

Comments: See attached DSA Manager Review.

**31. A determination whether the charter school has recorded for enrollment and payment purposes any student who is also enrolled in a private school or a program of home study, either on a full-time or part-time basis. (NRS 386.505(2))**

**Compliant**

Comments: See attached DSA Manager Review.

32. A determination whether the charter school has satisfied the requirements of a final adjustment of state payment of basic support (to include special education units and funding), and all over-payments made to the charter school have been repaid to the state as due and payable. (NRS 387.1243(4) and (5))

**Compliant**

Comments: See attached DSA Manager Review.

33. A determination whether the charter school has refrained from using public money to purchase real property or buildings without the approval of the sponsor. (NRS 386.550(1)(k))

**Not applicable**

34. A determination whether, if the charter school used money obtained from the state to purchase real property, buildings, equipment or facilities, the governing body of the charter school assigned a security interest in the property, buildings, equipment or facilities to the state. (NRS 386.570(8), 387.205, 387.207)

**Not applicable**

35. A determination whether the charter school has reported to the Department all required information on licensed employees employed by the school as of October 1 of the latest year. (NRS 386.590(8))

**Compliant**

36. A determination whether the annual NRS 387.303 financial report was submitted on time and properly completed.

**Not applicable**

Comments: The school's first NRS 387.303 report is not due until 11/15/08.

37. A determination whether the NAC 386.380 annual audit has been completed, submitted to the governing body for review at a public meeting not later than 120 days after the close of the fiscal year for which the audit is conducted, and submitted to the Department.

**Not applicable**

Comments: The audit is not required until 10/31/08.

38. A determination whether the charter school utilizes the Chart of Accounts prescribed by the Department of Taxation. (NAC 386.390(2))

**Not applicable**

Comments: Use of the new standard chart of accounts is not required until 2010.

39. A determination whether the charter school complies with requirements to participate in the automated system of accountability information for Nevada (SAIN). (NRS 386.650)

**Compliant**

Comments: The school's SAIN/PowerSchool system must be operative by the first day of the second year of the school's operation.

40. A determination whether the charter school has documented and accounted for all students according to their county/school district of residence. (NRS 387.1233(1)(a))

**Compliant**

Comments: See attached DSA Manager Review.

41. A determination whether the charter school has submitted its school calendar and all of its required monthly enrollment and attendance reports. (NAC 387.120, 387.280)

**Compliant**

42. A determination whether, if the charter school uses distance education, it complies with distance education law and regulations. (NRS 388.820, NAC 388.800)

**Compliant**

43. A determination whether, if the school provides a nutrition program, the school complies with local, state, and federal requirements for the program.

**Compliant**

44. A determination whether, if the school provides occupational education programs, those programs comply with applicable statute and regulation, including but not limited to NAC 386.415.

**Not Applicable**

45. Evaluation of the school's progress in achieving its educational goals and objectives (NRS 386.610(1))

Comments: Progress is acceptable.

46. Accountability Report (NRS 386.605)

Comments: See the attached report.

## Special Education Review

KEITH W. RHEAULT  
Superintendent of Public Instruction

STATE OF NEVADA

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
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MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

June 30, 2008

Dr. Carol White  
Administrator/Principal  
Nevada Connections Academy  
5690 Riggins Court, Suite B  
Reno, NV 89502

RE: Nevada Special Education 2007-2008 Compliance Monitoring Findings

Dear Dr. White:

Thank you again for your assistance in arranging the on-site record review activities for the 2007-2008 compliance monitoring of special education records in your school. We enjoyed our work with your team, and we appreciate the time spent by your staff members engaging in the facilitated monitoring process.

Attached is a report of the findings of the record review, with an official issuance date of June 30, 2008. For each of the items reviewed in your school, a compliance percentage has been calculated representing the number of records found in compliance, divided by the total number of records reviewed for this particular item. Noncompliance is indicated when the compliance percentage falls below 90%, and for each of these items an "X" has been noted in the right-hand column.

In accordance with a requirement from the U.S. Office of Special Education Programs, now articulated in Nevada's State Performance Plan, all noncompliance must be corrected within one year of the report issuance date (June 30, 2009). For all items where the school was "noncompliant," student-specific corrective actions must be made during the next IEP development for these students to ensure correction within one year. **As we discussed when we monitored your school, the school must correct each "N" finding for these students for items 1 and 28-74 during the next IEP development for these students. A copy of each student's compliance worksheet is attached for your use in ensuring that any "N" for items 1 and 28-74 is corrected during the next year.**

Note that items 2-27 reflect requirements for initial evaluations, reevaluations, and prior written notices at specific points in time. Because these items had to be done correctly at a specific time in the past that cannot now be recovered (we cannot "rewind" the clock), correction for these items will be accomplished through your training and through specific, mandatory activities the NDE will require as enforcement in the correction of noncompliance, pursuant to

Page Two  
June 30, 2008

OSEP's recent mandates.

The school must develop a Corrective Action Plan to include revision of policies, procedures, and forms, as necessary, and provision of training to staff members to ensure compliance with each requirement. The Corrective Action Plan must specify each activity the school will complete during the next year, and the timelines associated with taking those actions. In order to ensure 95-100% compliance for all SPP/APR "compliance" indicators, we will require that specific activities be undertaken to address the SPP/APR "compliance" indicators. More information about these specific activities will be discussed with you as you prepare and we review your Corrective Action Plan.

With regard to correction of noncompliance for these specific students, in early spring of 2009 you will be invited to submit notices and IEPs to demonstrate all "correction" work accomplished to that point. We will review the work and advise if any items remain uncorrected so that you will have an opportunity to make further corrections before the final submission on June 30, 2009.

Please feel free to contact me to discuss your proposed Corrective Action Plan prior to submission so that we collaborate in its development and ensure a timely approval prior to implementation. Your Corrective Action Plan will be due to this office no later than September 30, 2008.

If you have any questions about the attached report, or need any further information, please do not hesitate to contact me at your convenience. Thank you very much.

Sincerely,



Janell Rosenberg, Special Education Consultant  
Office of Special Education,  
Elementary and Secondary Education,  
and School Improvement Programs

JR/td

Attachment

c: F. McCabe  
T. McCormack

## DSA Manager Review

NEVADA DEPARTMENT OF EDUCATION  
Charter School Evaluation Team  
Administration, Operations, and Fiscal Services

Areas of Responsibility Evaluation Items – GARY HORTON

Charter School Evaluated:  
NEVADA CONNECTIONS ACADEMY (CHARTER SCHOOL)  
For the School Year: FY2008

EVALUATION ITEMS:

8. A determination whether all money received by the charter school from this State and from the board of trustees of a school district is deposited and maintained in a bank, credit union or other financial institution in this State. (NRS 386.570(2))

Noncompliant Compliant

Comments:  
None

29. A Determination whether the charter school operates for profit. (NRS 386.553)

Noncompliant Compliant

Comments:  
This school is managed by and EMO (Connections Academy) which is a for-profit company and there may be issues related to sole-source purchasing.

30. A determination whether the charter school has reimbursed the Department in the preceding year, for the appropriate (1.5% or 2%) administrative costs associated with sponsorship. (NRS 386.570(3))

Noncompliant Compliant

Comments:  
As a first-year charter school this does not yet apply until June 30, 2008, but these amounts have been calculated and will be billed based on the August 25, 2008 DSA adjustments.

31. A determination whether the charter school has recorded for enrollment and payment purposes any student who is also enrolled in a private school or a program of home student, either on a full-time or part-time basis. (NRS 386.505(2))

Noncompliant Compliant

Comments:  
No record exists that the students of this school are also enrolled in a private school or program of home study.

32. A determination whether the charter school has satisfied the requirements of a final adjustment of State payment of basic support (to include special education units and funding) and all over-payments made to the charter school have been repaid to the State as due and payable. (NRS 387.1243(4) and (5))

Noncompliant Compliant

Comments:

As a first-year charter school this will apply August 25, 2008.

40. A determination whether the charter school has documented and accounted for all students according to their county/school district of residence. (NRS 387.1233(1)(a))

Noncompliant Compliant

Comments:

This distance education charter school has recorded students in 12 Nevada counties.

RESPONSES SUBMITTED:

Gary A. Horton  
Distributive School Account (DSA) Administrator  
Nevada Department of Education  
700 East Fifth Street, Suite 104  
Carson City, Nevada 89701  
Phone: (775) 687-9234  
FAX: (775) 687-9101  
Email: ghorton@doe.nv.gov

## Accountability Report

# Nevada Connections Academy



5690 Riggins Ct, Suite B

Reno, NV 89502

Ph: 775-826-4200 Fax: (775) 826-4288

Carol White, Principal

Grade Levels: 4-11

Website: [www.connectionsacademy.com](http://www.connectionsacademy.com)

## 2007-2008 School Accountability Summary Report

For more information visit [www.nevadareportcard.com](http://www.nevadareportcard.com)

### Mission Statement

Nevada Connections Academy is an innovative K-12 distance learning public charter school whose mission is to maximize academic achievement for students throughout Nevada who need an alternative to the traditional classroom. Working from home (or occasionally, at the parent's discretion, at a supervised community location such as a library) under the guidance of Nevada certified teachers with whom they interact via technology following a Personalized Learning Plan, Nevada Connections Academy students will engage in a rigorous, Nevada standards-aligned curriculum that is rich in print, enhanced by technology, and tailored to their individual learning needs.

### Principal's Highlights

Nevada Connections Academy (NCA) offers various educational and social opportunities that are unique to virtual learning.

- Nevada Connections Academy doubled their projected enrollment this year, our first year of operation.
- Field trips included a tour of Bowers Mansion in Washoe Valley, Lied Discovery Museum in Las Vegas, and a fishing trip.
- Winter socials brought together Nevada Connections Academy faculty, families and students in Elko, Reno and Las Vegas.
- 89% of NCA parents are satisfied or very satisfied with Nevada Connections Academy's online learning program.
- 92% of NCA parents agree that our program improves their students' learning experience
- 91% of NCA parents feel that the curriculum is of high quality
- 92% of NCA parents are pleased with the variety of learning experiences our program provides

### Goals and Objectives

#### Goal 1

07-08 Reading Proficiency Target

#### Objective(s):

48% of students will meet adequate yearly progress in reading. Includes only tested students who were enrolled on 10/1/2007.

#### Goal 2

07-08 Math Proficiency Target

#### Objective(s):

45% of students will meet adequate yearly progress in math. Includes only tested students who were enrolled on 10/1/2007.

#### Goal 3

07-08 Writing Proficiency Target

#### Objective(s):

51% of students will meet adequate yearly progress in writing. Includes only tested students who were enrolled on 10/1/2007.

## Demographics and Student Information

Demographic profiles are reported by gender, race/ethnicity, and special student populations as of count day. Student Average Daily Attendance (ADA) is the percentage of the school enrollment in attendance on an "average school day" as of the 100th day of school.

	Enrollment #		Enrollment %		Avg Daily Attendance		
	School	District	School	District	School	District	State
Total Students	420	N/A	100.0 %	N/A	92.1 %	*	94.2 %
Male	201	N/A	47.9 %	N/A	*	*	*
Female	219	N/A	52.1 %	N/A	*	*	*
American Indian/Alaskan Native	-	N/A	-	N/A	-	*	93.0 %
Asian/Pacific Islander	-	N/A	-	N/A	-	*	96.0 %
Hispanic	21	N/A	5.0 %	N/A	82.9 %	*	94.2 %
Black/African American	25	N/A	6.0 %	N/A	87.8 %	*	92.9 %
White	363	N/A	86.4 %	N/A	93.5 %	*	94.1 %
IEP	32	N/A	7.6 %	N/A	96.2 %	*	92.5 %
LEP	N/A	N/A	N/A	N/A	N/A	*	94.9 %
FRL	133	N/A	31.7 %	N/A	91.0 %	*	93.4 %
Migrant	-	N/A	-	N/A	*	*	*

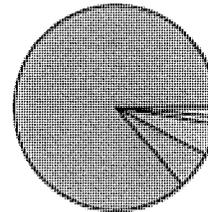
IEP = Students with Disabilities  
 LEP = Students with Limited English Proficiency  
 FRL = Students qualifying for Free/Reduced Lunch

\* indicates data not presented for groups fewer than 10.  
 'N/A' indicates a population of zero.  
 \*\* indicates data are not available.

### Discipline - Not Available

### Student Ethnicity

Data reported  
as of count day.



- American Indian/ Alaskan Native (1.4%)
- Asian/ Pacific Islander (1.2%)
- Hispanic (5%)
- Black/ African American (6%)
- White (86.4%)

### Average Class Size - Not Available

### Credit Deficient - Not Available

## Adequate Yearly Progress (AYP)

**Elementary Designation:** High Achieving - Status

Nevada Connections Academy has been classified as a school which demonstrated Adequate Yearly Progress during the 2007-2008 school year. Classification as demonstrating AYP is due to the schools meeting all No Child Left Behind criteria in the areas of English language arts (ELA), mathematics, and the school-wide other indicator.

**Middle Designation:** High Achieving - Status

Nevada Connections Academy has been classified as a school which demonstrated Adequate Yearly Progress during the 2007-2008 school year. Classification as demonstrating AYP is due to the schools meeting all No Child Left Behind criteria in the areas of English language arts (ELA), mathematics, and the school-wide other indicator.

**High Designation:** High Achieving - Status

Nevada Connections Academy has been classified as a school which demonstrated Adequate Yearly Progress during the 2007-2008 school year. Classification as demonstrating AYP is due to the schools meeting all No Child Left Behind criteria in the areas of English language arts (ELA), mathematics, and the school-wide other indicator.

## Summary of Standards-Based Test Performance

Nevada uses the High School Proficiency Exam (HSPE) to measure student achievement relative to Nevada's academic standards. Data in this table are a compilation of test results for grades represented at this school and may not represent the figures that were used to determine this school's Adequate Yearly Progress. For grade-specific assessment results and other assessment information, refer to the Nevada Report Card Website at [www.nevadareportcard.com](http://www.nevadareportcard.com).

ED = Percentage of students performing in the lowest range of achievement (Emergent/Developing)

AS = Percentage of students performing in the Approaches Standards range of achievement

MS = Percentage of students performing in the Meets Standards range of achievement

ES = Percentage of students performing in the highest range of achievement (Exceeds Standards)

	Reading				Writing				Mathematics			
	ED	AS	MS	ES	ED	AS	MS	ES	ED	AS	MS	ES
State	2 %	5 %	46 %	47 %	3 %	9 %	81 %	6 %	4 %	24 %	53 %	19 %
District	0 %	0 %	19 %	81 %	0 %	0 %	81 %	19 %	0 %	9 %	51 %	40 %

'-' indicates data not presented for groups fewer than 10.

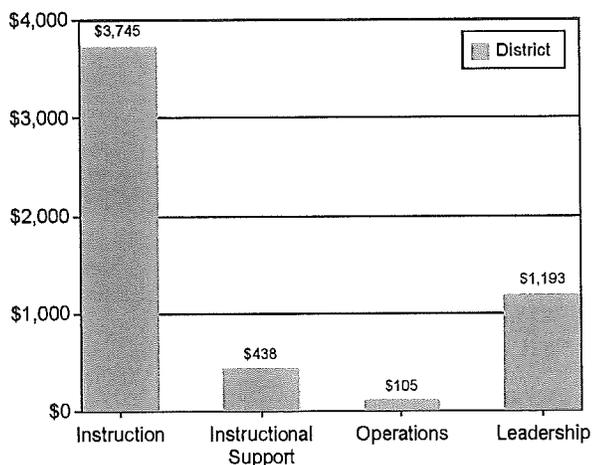
'N/A' indicates that data are not available.

## Per-Pupil Expenditures 2006-2007

The per pupil expenditures for all Nevada school districts and schools are calculated by In\$ite, which results in comparable financial information over time and across the state. Financial data are reported for the year prior to the school year just completed.

NCA Total Cost Per Pupil = (No data found)  
 District Total Cost Per Pupil = \$5,480.24

**Per-Pupil Expenditures By Category**



Schools showing only \$0 have not been in operation long enough to have data for 2006-2007.

## Personnel Information

### Classes Not Taught by Highly Qualified Teachers

	School %	District %
Elementary	33.3 %	N/A
Arts	0.0 %	N/A
English	100.0 %	N/A
Foreign Language	0.0 %	N/A
Mathematics	0.0 %	N/A
Science	66.7 %	N/A
Social Studies	0.0 %	N/A

'N/A' indicates that these subjects or grade levels are not present. Data obtained from the Office of Teacher Licensure as of May 2008.

Highly qualified teachers hold a minimum of a bachelor's degree, are licensed to teach in the State of Nevada, and have demonstrated competence in their teaching area.

### Teacher ADA and Licensure Information

	Teacher Average Daily Attendance Rate	Teachers providing instruction:		
		Pursuant to NRS 391.125 (Emergency Credential)	Pursuant to waiver with State Approval	Without an endorsement for the subject area
State	95.7 %	411	451	141
School	99.4 %	0	0	0

Teacher Average Daily Attendance (ADA) is the percentage of licensed educators who provided instruction to students in classrooms on an "average school day". 'N/A' indicates that data are not available.

**Graduation/Dropout Information: Class of 2007**

	Graduation Rate			Dropout Rate		
	School	District	State	School	District	State
Total Students	-	87.5 %	67.4 %	N/A	2.2 %	4.8 %
Male	-	83.3 %	65.0 %	N/A	2.3 %	5.0 %
Female	-	89.7 %	69.7 %	N/A	2.1 %	4.6 %
American Indian/Alaskan Native	-	-	59.9 %	N/A	8.0 %	4.6 %
Asian/Pacific Islander	-	-	76.8 %	N/A	0.0 %	3.4 %
Hispanic	-	88.2 %	53.7 %	N/A	2.9 %	6.8 %
Black/African American	-	100.0 %	52.4 %	N/A	10.0 %	6.2 %
White	-	87.8 %	76.1 %	N/A	1.6 %	3.6 %

'-' indicates data not presented for groups fewer than 10 for graduation rate.

'N/A' indicates sufficient data are not available.

**High School Completion Indicators: Class of 2007**

	Standard Diploma		Advanced Diploma		Adult Diploma*		Adjusted Diploma		Cert. of Attendance+	
	#	%	#	%	#	%	#	%	#	%
State	12,208	62.2 %	4,872	24.8 %	60	0.3 %	1,299	6.6 %	1,191	6.1 %
District	72	63.2 %	33	28.9 %	N/A	N/A	4	3.5 %	5	4.4 %
School	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

'N/A' indicates that no diplomas or certificates of this type were issued.

\* Adult diplomas issued to 12th grade students enrolled in a program of alternative education are included in these figures.

+ Certificates of Attendance are given to students who did not receive a diploma only because they did not pass the Nevada High School Proficiency Exam.

**Nevada System of Higher Education (NSHE): Fall 2007**

Students enrolled in remedial courses within the Nevada System of Higher Education (NSHE) do not reflect all graduates. Some graduates do not attend college or they attend college out of state.

	# Enrolled	# Remediated	% Remediated
School	0	0	

**Parent/Community Involvement**

Nevada Connections Academy parents, families and community members have many options for communicating with teachers, faculty and staff. Parents are required to participate in four Personal Learning Plan (PLP) meetings each year with their student's teacher. This meeting can take place either in person or on the phone. Parents also have the opportunity to have on-going communication between themselves and the school via the internet through email or by telephone. Nevada Connections Academy's school phone number, as well as faculty and staff email addresses and phone numbers are provided in written literature distributed to the community and can be found on our website as well. Two way communication also happens on a regular basis with parents, families and community members during face to face community events that are provided to enhance social interactions for our students.

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

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

Nevada Department of Education  
Annual Charter School Compliance Review

9/17 - I called Jerry K -  
concern w/  
Sp Ed -  
we discussed  
this eval.

Name of Charter School: Nevada Connections Academy

School Year: 2008 - 2009

1. A determination whether the charter school and its governing body comply with the terms and conditions of operation set forth in the written charter.

**Noncompliant**

Comments: One or more items remain noncompliant in this review.

2. A determination whether the membership of the governing body of the charter school complies with NRS 386.549 and NAC 386.345, including, without limitation, whether:

- a. The governing body consists of at least three teachers, as defined in subsection 4 of NRS 386.549;
- b. A majority of the members of the governing body reside in the county in which the charter school located; and
- c. Each member of the governing body has filed an affidavit with the Department.

**Noncompliant**

Comments: A signed and notarized affidavit is required for all members of the governing body; this was not received for Tiffany Shively.

3. A determination whether the governing body has held at least one regularly scheduled public meeting in the county in which the charter school is located during each calendar quarter and each meeting complied with chapter 241 of NRS.

**Compliant**

4. A determination whether the governing body and the charter school comply with the provisions of NRS 332.800.

**Compliant**

Comments: A contract with Connections Academy of Nevada, LLC, was entered into by the governing body.

5. Upon examination of the agenda and minutes of each meeting of the governing body and the reports submitted to the governing body during each meeting, a determination whether the governing body is fulfilling its duty to evaluate the performance of each entity with whom the governing body has entered into a contract, including, without limitation, the performance of an educational management organization.

Compliant

6. If the charter school is dedicated to providing educational programs and opportunities for pupils who are at risk, a determination whether the educational program and services provided to those pupils is appropriate and carried out in an effective manner.

Not applicable

7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management.

Compliant

8. A determination whether all money received by the charter school from this State and from the board of trustees of a school district is deposited and maintained in a bank, credit union or other financial institution in this State .

Compliant

9. A determination whether the charter school has adopted a final budget, as required by NRS 386.550 and NAC 386.370.

Compliant

10. A determination whether the charter school complies with NRS 386.573 regarding orders for payment of money.

Compliant

11. A determination whether the charter school administers achievement and proficiency examinations in accordance with chapter 389 of NRS and chapter 389 of NAC.

Compliant

**12. A summary of the manner in which the charter school ensures the health and safety of the pupils enrolled in the charter school, including, without limitation, a determination whether the charter school:**

- a. Complies with the requirements for reporting the abuse or neglect of a child;**
- b. Complies with Title V of the Rehabilitation Act of 1973, 29 U.S.C. 791 et seq.;**
- c. Provides adequate health services;**
- d. Maintains records of the immunizations required of pupils in accordance with NRS 392.435;**
- e. Complies with NRS 392.450 by providing drills for pupils in the appropriate procedures to be followed in the event of an emergency and by posting escape routes; and**
- f. Complies with the requirements for crisis response in public school in accordance with NRS 392.600 to 392.656, inclusive.**

**Compliant**

**13. A determination whether each facility that the charter school occupies complies with applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation.**

**Compliant**

Comments: Joan Presley, Reno Fire Department, informs the Department that the school is current with fire safety inspections, and is scheduled for the next inspection at the end of April, 2009.

**14. A determination whether the charter school complies with NRS 386.585, including, without limitation, whether the charter school:**

- a. Provides a copy of the rules of behavior, prescribed punishments and procedures to be followed in imposing punishments to each pupil;**
- b. Maintains, for public inspection at the charter school, a copy of the rules of behavior, prescribed punishments and procedures to be followed in imposing punishments; and**
- c. Complies with the policies and procedures for the suspension and expulsion of pupils.**

**Compliant**

**15. A description of the attendance policy of the charter school and a determination whether the policy is:**

- a. Distributed to each pupil in accordance with NAC 386.350; and**
- b. Available for public inspection during the school's regular business hours.**

**Compliant**

16. If pupils with disabilities are enrolled in the charter school, a determination whether the provision of special educational services and programs to those pupils complies with the requirements set forth in chapters 388 and 395 of NRS and NAC 388.150 to 388.450, inclusive.

Noncompliant

Comments: See attachment.

17. A determination whether the charter school provides instruction in the core academic subjects set forth in subsection 1 of NRS 389.018, as applicable for the grade levels of pupils who are enrolled in the charter school.

Compliant

18. A determination whether the charter school provides at least the courses of study that are required of pupils by statute or regulation for promotion to the next grade or graduation from a public high school and requires the pupils who are enrolled in the charter school to take those courses of study.

Compliant

19. A determination whether the charter school complies with NRS 386.590 regarding the employment of teachers and other educational personnel.

Compliant

20. A determination whether the status of the employees of the charter school and the rights and benefits provided to those employees comply with NRS 386.595.

Compliant

Comments: Craig Butz and Jerry Krummel are the only EMO employees reported.

21. A description of the manner in which the charter school maintains personnel records for its employees.

Compliant

22. A description of the procedure for the enrollment of pupils in the charter school, including, without limitation, whether the charter school enrolls pupils on the basis of a lottery system if more pupils who are eligible for enrollment apply for enrollment than the number of spaces that are available.

Compliant

23. If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding the ages for enrollment in those grades.

Compliant

24. A determination whether the charter school refrains from charging tuition or fees, except for those fees that are authorized by specific statute or by the written charter of the charter school.

Compliant

25. A determination whether the charter school provides written notice within the first 10 days of school each year to the parents and legal guardians of pupils enrolled in grades 9 to 12, inclusive, whether the charter school is accredited by the Commission on Schools of the Northwest Association of Schools and of Colleges and Universities. (NRS 386.550(1)(m), NAC 386.350(10))

Noncompliant

Comments: The notice was sent to parents March 5, 2009. The notice must be given within the first ten days of the school year.

NAC 386.410 was incorrectly cited; see NRS 386.550(1)(m) and NAC 386.350(10).

Corrective action: Ensure that in the future the notice is given to parents in a timely manner.

26. A determination whether the charter school complies with NRS 386.583 regarding the adoption of rules for academic retention.

Compliant

27. A determination of whether the charter school maintains the type and amount of insurance (a) required by NAC 386.215, (b) in a manner that complies with paragraph (l) of subsection 1 of NRS 386.550, which may include workers' compensation insurance, or is otherwise prepared to hold harmless, indemnify and defend the sponsor of the charter school as required by that paragraph.

Compliant

28. A determination whether the written inventory of equipment, supplies and textbooks that is maintained by the charter school pursuant to NAC 386.342 is current and accurate.

Compliant

29. A determination whether the charter school operates for profit. (NRS 386.553)

Compliant

30. A determination whether the charter school has reimbursed the Department in the preceding year, for the appropriate (1.5% or 2%) administrative costs associated with sponsorship. (NRS 386.570(3)(4))

Compliant

**31. A determination whether the charter school has recorded for enrollment and payment purposes any student who is also enrolled in a private school or a program of home study, either on a full-time or part-time basis. (NRS 386.505(2))**

**Compliant**

Comments: No record exists that the students of this school are also enrolled in a private school or a program of home study. However, due to the nature of this school's enrollment program and original applications submitted to the Department, a closer review of this should be verified using inputs from both school districts and the SAIN system to make sure that enrolled pupils are also not counted on home-schooled lists.

**32. A determination whether the charter school has satisfied the requirements of a final adjustment of state payment of basic support (to include special education units and funding), and all over-payments made to the charter school have been repaid to the state as due and payable. (NRS 387.1243(4) and (5))**

**Compliant**

**33. A determination whether the charter school has refrained from using public money to purchase real property or buildings without the approval of the sponsor. (NRS 386.550(1)(k))**

**Not applicable**

**34. A determination whether, if the charter school used money obtained from the state to purchase real property, buildings, equipment or facilities, the governing body of the charter school assigned a security interest in the property, buildings, equipment or facilities to the state. (NRS 386.570(8), 387.205, 387.207)**

**Not applicable**

**35. A determination whether the charter school has reported to the Department all required information on licensed employees employed by the school as of October 1 of the latest year. (NRS 386.590(10))**

**Compliant**

**36. A determination whether the annual NRS 387.303 financial report was submitted on time and properly completed.**

**Compliant**

**37. A determination whether the NAC 386.380 annual audit has been completed, submitted to the governing body for review at a public meeting not later than 120 days after the close of the fiscal year for which the audit is conducted, and submitted to the Department.**

**Compliant**

**38. A determination whether the charter school utilizes the Chart of Accounts prescribed by the Department. (NAC 386.390(2))**

**Compliant**

Comments: A new standard chart of accounts will be required beginning July 1, 2009.

**39. A determination whether the charter school complies with requirements to participate in the automated system of accountability information for Nevada (SAIN). (NRS 386.650)**

**Compliant**

**40. A determination whether the charter school has documented and accounted for all students according to their county/school district of residence. (NRS 387.1233(1)(a))**

**Compliant**

**41. A determination whether the charter school has submitted its school calendar and all of its required monthly enrollment and attendance reports. (NAC 387.120, 387.280)**

**Compliant**

**42. A determination whether, if the charter school uses distance education, it complies with distance education law and regulations. (NRS 388.820, NAC 388.800)**

**Noncompliant**

Comments: See attached distance education comments.

**43. A determination whether, if the school provides a nutrition program, the school complies with local, state, and federal requirements for the program.**

**Compliant**

**44. A determination whether, if the school provides occupational education programs, those programs comply with applicable statute and regulation, including but not limited to NAC 386.415.**

**Not applicable**

**45. Evaluation of the school's progress in achieving its educational goals and objectives (NRS 386.610(1))**

Progress is acceptable.

**46. Accountability Report (NRS 386.605)**

Accountability Report Card is attached.

Attachment

Item # 16

KEITH W. RHEAULT  
Superintendent of Public Instruction

GLORIA P. DOPF  
Deputy Superintendent  
Instructional, Research and Evaluative  
Services

JAMES R. WELLS  
Deputy Superintendent  
Administrative and Fiscal Services

STATE OF NEVADA



DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687-9200 • Fax: (775) 687-9101

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
(702) 486-6455  
Fax: (702) 486-6450

MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

June 30, 2009

Mr. Jerry Krummel  
Nevada Connections Academy  
5690 Riggins Court, Suite B  
Reno, NV 89502

RE: Nevada Special Education 2008-2009 Compliance Monitoring Findings

Dear Mr. Krummel:

Thank you again for your assistance in arranging the on-site record review activities for the 2008-2009 compliance monitoring of special education records for your school. We enjoyed our work with your team, and we appreciate the time spent by your staff members engaging in the facilitated monitoring process.

Attached is a report of the findings of the record review, with an official issuance date of June 30, 2009. For each of the items reviewed in your school, a compliance percentage has been calculated representing the number of records found in compliance, divided by the total number of records reviewed for this particular item. Noncompliance is indicated when the compliance percentage falls below 95%, and for each of these items an "NC" has been noted in the right-hand column.

In accordance with a requirement from the U.S. Office of Special Education Programs, now articulated in Nevada's State Performance Plan, all noncompliance must be corrected within one year of the report issuance date (June 30, 2010). The school must correct each "N" finding for each student for items 1 and 28-74. These corrections must be made during IEP revision meetings and reported to the Nevada Department of Education (NDE) **no later than February 1, 2010**, to ensure correction within one year. A copy of each student's compliance worksheet is attached for your use in ensuring that any "N" for items 1 and 28-74 is corrected no later than February 1, 2010.

Note that items 2-27 reflect requirements for initial evaluations, reevaluations, and prior written notices at specific points in time. Because these items had to be done correctly at a specific time in the past that cannot now be recovered (we cannot "rewind" the clock), correction for these items will be accomplished through submission of "new" records which reflect compliant practices. This item is discussed further below.

In order to complete all tasks required to demonstrate compliance with the IDEA and the NAC, the school must take the following steps:

1. By September 15, 2009, the school must submit a Corrective Action Plan (CAP) to the NDE that outlines the school's plan for training staff on compliance requirements. All staff must be trained by December 1, 2009. The CAP must also state that the school will revise policies/procedures and forms as described in #2, below. The NDE will review the school's CAP and advise of any necessary changes by October 1, 2009.
2. By October 30, 2009, the school must correct polices/procedures and forms to address necessary modifications, if any, that are noted on the enclosed rubric. This rubric articulates those area(s) of your policies/procedures that are (a) included and correct, and/or (b) included and incorrect, and/or (c) not included but need to be included. If your school has items that are marked in accordance with either (b) and/or (c) as described here, these items must be changed, and a copy of the new policies/procedures manual (with forms) must be submitted to the NDE no later than October 30, 2009. Training on these changes must be provided to staff no later than December 1, 2009.
3. By February 1, 2010, the school must submit corrected IEPs to the NDE for all students whose IEPs were reviewed during the recent monitoring. The NDE will review the work and advise of any items remain uncorrected so that you will have an opportunity to make further corrections before the final submission on June 30, 2010.
5. To correct noncompliance associated with items 2-27, by February 1, 2010, the school must submit to the NDE:

Two files containing **initial evaluations** for students conducted between October 1, 2009, and February 1, 2010. These files must contain all required documentation to provide evidence that compliant practices are now in place.

Two files containing **reevaluations** for students conducted between October 1, 2009, and February 1, 2010. These files must contain all required documentation to provide evidence that compliant practices are now in place.

Please feel free to contact Janell Rosenberg to discuss your proposed Corrective Action Plan prior to submission so that we collaborate in its development and ensure a timely approval prior to implementation.

If you have any questions about the attached report, or need any further information, please do not hesitate to contact Janell Rosenberg at your convenience. Thank you very much.

Sincerely,



Frankie McCabe, Director  
Office of Special Education, Elementary and Secondary  
Education, and School Improvement Programs

FM/td  
Attachment

NEVADA DEPARTMENT OF EDUCATION  
 RECORD REVIEW COMPLIANCE FINDINGS  
 STATE-SPONSORED CHARTER SCHOOL:           CONNECTIONS            
 Spring 2009

NA=the requirement to comply with this item was not triggered in any of the records reviewed

ITEM	LEGAL REQUIREMENT	% COMPLIANT	NC
1	Record of access to student's confidential education records.	100%	
2	Prior written notice of proposed/refused evaluations.	100%	
3	Statement of rights upon initial referral for evaluation.	100%	
4	Scope of initial evaluation (if appropriate)	NA	
5	Informed written consent for initial evaluation.	100%	
6	45-school-day initial evaluation timeline.	100%	
7	Informed written consent for initial provision of special education and related services.	100%	
8	Prior written notice of proposed/refused reevaluation.	0%	NC
9	Scope of reevaluation (mandatory).	100%	
10	Prior written notice of reevaluation without additional assessments.	NA	
11	Informed written consent for reevaluation requiring additional assessments.	100%	
12	Current evaluation within last three years.	100%	
13	Reevaluation at least every three years.	100%	
14	Prior written notice of proposed/refused change of FAPE.	100%	
15	Prior written notice of proposed/refused change of placement.	100%	
16	Prior written notice of proposed implementation of IEP developed without parent consensus.	100%	
17	Minimum criteria for eligibility.	60%	NC
18	Eligibility team members.	100%	
19	Required assessments.	20%	NC
20	Written report of results of evaluation.	100%	
21	Copy of written report to parents.	60%	NC
22	Written statement of eligibility.	100%	
23	Copy of statement of eligibility to parents.	60%	NC
24	Initial IEP meeting within 30 calendar days of eligibility decision.	100%	
25	Early childhood transition planning conference.	NA	
26	Early childhood IEP by 3rd birthday for children transitioning from infant/toddler programs.	NA	
27	Early childhood ESY consideration for summer birthdays.	NA	
28	Annual notification to parent of procedural safeguards ("rights").	100%	

29	Current IEP within last 12 months.	100%	
30	Annual IEP (current IEP within 12 months of previous IEP).	67%	<b>NC</b>
31	IEP meeting notice with date, time, location, attendees.	100%	
32	IEP meeting notice to parents with transition information.	67%	<b>NC</b>
33	IEP meeting notice to student with transition information.	67%	<b>NC</b>
34	IEP meeting notice to Part C representative.	NA	
35	IEP meeting notice a reasonable time in advance of meeting.	100%	
36	IEP participants—LEA representative.	100%	
37	IEP participants—Regular classroom teacher.	100%	
38	IEP participants—Special education teacher.	100%	
39	IEP participants—Parents.	100%	
40	IEP participants—Students.	100%	
41	IEP participants—Person familiar with evaluation who can interpret instructional implications.	100%	
42	IEP participants—Person with knowledge about personnel and placement options.	100%	
43	IEP participants—Agency participants for transition planning.	0%	<b>NC</b>
44	Ensuring parents understand proceedings, including arranging for interpreters.	NA	
45	Documentation of copy of IEP to parents.	100%	
46	IEP statement that student has been informed that rights under IDEA will transfer when student reaches age of majority (at least one year before student reaches age of majority).	NA	
47	Present levels of performance, including how disability affects involvement and progress in general curriculum.	20%	<b>NC</b>
48	Present levels of performance—results of initial or most recent evaluation of child.	100%	
49	Present levels of performance—age appropriate transition assessment	0%	<b>NC</b>
50	IEP considerations—student strengths.	100%	
51	IEP considerations—parent concerns.	100%	
52	IEP considerations—student's preferences and interests (at age 14+).	100%	
53	Special factors—behavior needs.	100%	
54	Special factors—language needs.	100%	
55	Special factors—instruction in Braille.	100%	
56	Special factors—communication needs.	100%	
57	Special factors—assistive technology.	100%	
58	Transition service needs (course of study) at age 14+.	100%	
59	Measurable post-secondary goals at age 15+.	100%	
60	Needed transition services (coordinated activities) at age 15+.	0%	<b>NC</b>
61	Measurable annual goals and short-term objectives.	100%	

62	Measurable annual goals to support post-secondary goals.	0%	<b>NC</b>
63	Method for reporting progress.	80%	<b>NC</b>
64a	Special Education Services—list of areas for specially designed instruction.	20%	<b>NC</b>
64b	Special Education Services—beginning and ending dates.	100%	
64c	Special Education Services—frequency of services.	20%	<b>NC</b>
64d	Special Education Services—location of services.	100%	
65a	Supplementary Aids and Services—list of supplementary aids and services.	20%	<b>NC</b>
65b	Supplementary Aids and Services—beginning and ending dates.	100%	
65c	Supplementary Aids and Services—frequency of services.	20%	<b>NC</b>
65d	Supplementary Aids and Services—location of services.	100%	
66a	Related Services—list of related services.	100%	
66b	Related Services—beginning and ending dates.	100%	
66c	Related Services—frequency of services.	100%	
66d	Related Services—location of services.	100%	
67	Participation in statewide and/or district-wide assessments.	100%	
68	Extended school year decisions.	100%	
69	Placements considered and rejected.	100%	
70	Percentage of time in regular education environment.	80%	<b>NC</b>
71	Justification for placement involving removal from regular education environments.	100%	
72	Consideration of potential harmful effects in selecting the least restrictive environment.	100%	
73	Parent participation in placement decisions.	100%	
74	Annual placement decisions.	67%	<b>NC</b>

**Nevada Department of Education  
Special Education Procedures Manual Rubric  
For Charter School Monitoring**

School Nevada Connections Academy Date of Review: 5-27-09

CONFIDENTIALITY					
		Not Included	Included	Correct	Incorrect
A 1	Maintenance of Records (Page # )	X			
	<b>Comments:</b>  Please consult NAC 388.289 and 34 C.F.R. §300.623				
A 2	Inspection & Review of Educational Records (Page # 22,23)		X	X	
	<b>Comments:</b>				
A 3	Amendment of Educational Records (Page # 23, 24)		X	X	
	<b>Comments:</b>				

CONFIDENTIALITY (Continued)					
		Not Included	Included	Correct	Incorrect
A 4	Confidentiality of Records (Page #24)		X	X	
<b>Comments:</b>					
A 5	Storage of Inactive Confidential Records (Page # 24)		X	X	
<b>Comments:</b>					
A 6	Destruction of Information (Page #25)		X	X	
<b>Comments:</b>					
A 7	Consent Required for Access to Records (Page # 25)		X	X	
<b>Comments:</b>					
A 8	Who May Access Records Without Consent (Page #25)		X		X
<b>Comments:</b>  The response is incomplete. Please consult NAC 388.289 (4) and 34 C.F.R. §300.622 (a) and FERPA					

PROCEDURAL SAFEGUARDS					
		Not Included	Included	Correct	Incorrect
B 1	Informed Written Consent (Page #5)		X	X	
<b>Comments:</b> NAC 388.300 (1-12)					
B 2	Prior Written Notice & Notification Regarding ET/IEP Meetings (Page # 5)		X	X	
<b>Comments:</b> NAC 388.281 (8)					
B 3	Appointment of Surrogate Parents (Page #6, 11)		X	X	
<b>Comments:</b> NAC 388.283 and C.F.R. §300.281					
B 4	Independent Educational Evaluations (Page #12)		X		X
<b>Comments:</b>  The response is incomplete. Please consult NAC 388.450 (1-8)					
B 5	Mediation (Page #13)		X	X	
<b>Comments:</b> NAC 388.305					

PROCEDURAL SAFEGUARDS (Continued)					
		Not Included	Included	Correct	Incorrect
B 7	Impartial Due Process (Page #13, 14)		X	X	
<b>Comments:</b> NAC 388.080 and NAC 388.520					
B 6	Appeal from Decision of Hearing Officer (Page #18)		X	X	
<b>Comments:</b> NAC 388.315					
B 7	Civil Action (Page #19)		X	X	
<b>Comments:</b> NAC 388.307 (11)					
B 8	Expedited Hearings (Page #19)		X	X	
<b>Comments:</b> NAC 388.308					
B 9	Transfer of Rights at Age 18 (Page #20)		X		X
<b>Comments:</b>  The response is incomplete. Please consult NAC 388.195 and 34 C.F.R. §300.520 (3)(b)					

IDENTIFICATION					
		Not Included	Included	Correct	Incorrect
C 1	Child Find (Page #27)		X		X
<p><b>Comments:</b></p> <p>Does your school actually engage in activities to locate all children and youth with disabilities from the ages of birth through 21 in Nevada Connections Academy? Also, does your school keep an identification log indicating which children 3-21 years of age are receiving special education and related services and which were found not to be eligible? Please revise as necessary.</p> <p>Please consult NAC 388.215</p>					
C 2	Before Making a Referral (Page #28)		X	X	
<p><b>Comments:</b> NAC 388.325</p>					
C 3	General Education Interventions (Page #28)		X	X	
<p><b>Comments:</b> NAC 388.052 and NAC 388.385</p>					

REFERRAL					
		Not Included	Included	Correct	Incorrect
D 1	Obtaining/Reviewing Records (Page #32,33)		X		X

**Comments:**

The discussion of "Review of Referral" presents some questions. If a formal referral for an initial evaluation for special education is made, the school can only determine if it will or will not evaluate the student. This decision is followed by a "Prior Written Notice" explaining the intended action of your school.

Additionally, it appears that the nurse screens the student during the referral process, entering specific student information on the referral form. This action should be taken after the parent has signed informed written consent. Please revise manual accordingly consulting NAC 388.336

EVALUATION					
		Not Included	Included	Correct	Incorrect
E 1	Eligibility Team Members – Roles in Evaluation (Page #)	X			
<p><b>Comments:</b></p> <p>The Eligibility Team (ET) was mentioned many times on pages 36-41, however a clear discussion of who are the required ET members and a description of their roles was not included. Please consult NAC 388.325-435 and revise accordingly.</p>					
E 2	Evaluation Steps (Page #32-41)		X		X
<p><b>Comments:</b></p> <p>The evaluation steps described in your school’s manual need to be revised to demonstrate a clear progression of actions from Referral to Placement. First is the issue of the nurse conducting an assessment prior to parental consent for evaluation (as mentioned above). The discussion of Transfer Students, either within Nevada or from out-of-state would be more clear if it was in a section by itself. It is stated on page 33 that the parent provides consent for evaluation prior to the IEP and ET determining if further data is necessary. This is not accurate. On page 39 of your manual, it states that the school psychologist will provide evaluation information combined with diagnostic information gathered by your school. A deeper discussion needs to occur regarding the types of professionals involved in conducting formal and informal assessments and minimally the types of data gathered. This is then brought to the ET meeting in order to come to a decision of eligibility or no special education eligibility. Please see NAC 388.337-430 and revise accordingly.</p>					

ELIGIBILITY					
		Not Included	Included	Correct	Incorrect
F 1	Disagreement Among the Team (Page # )	X			
<p><b>Comments:</b></p> <p>Please consult NAC 388.340 (10)</p>					
F 2	Eligibility Decision- Making Steps (Page # )	X			
<p><b>Comments:</b></p> <p>Please consult NAC 388.340 (1-6)</p>					
REEVALUATION					
		Not Included	Included	Correct	Incorrect
G 1	Reevaluation Process (Page #45)		X		X
<p><b>Comments:</b></p> <p>Item #3 on page 45 states a new referral must be completed. This action is not necessary. Please remove this statement.</p>					
G 2	Documentation (Page #46)		X		X
<p><b>Comments:</b></p> <p>Each reevaluation must be conducted in the manner pursuant to NAC 388.281 and must also comply with the requirements set forth in NAC 388.300, 388.330, 388.335, 388.336 and NAC 388.340. Please revise accordingly.</p> <p>Please include the statement found at NAC 388.440 (4) that requires the school to provide a copy of the written report and any other documentation relating to the documentation of the eligibility of the student to the parents of the pupil.</p>					



INDIVIDUALIZED EDUCATIONAL PROGRAM (IEP)					
		Not Included	Included	Correct	Incorrect
H 1	IEP Meetings (Page #47)		X		X
<p><b>Comments:</b></p> <p>According to NAC 388,281, please revise the discussion to include a statement that the IEP will be in effect at the beginning of each school year and before the initiation of special education services.</p> <p>The statement within #3 that speaks to preschool students should be eliminated since your school does not serve that population. Please revise accordingly.</p>					
H 2	IEP Committee – Minimal Membership (Page #48)		X	X	
<p><b>Comments:</b> NAC 388.281 (2) (4)</p>					
H 3	IEP Committee Optional Membership (Page #48)		X	X	
<p><b>Comments:</b> NAC 388.281 (5)</p>					
H 4	Parent Participation (Page #49)		X	X	
<p><b>Comments:</b> NAC 388.281 (2)(d)</p>					
H 5	IEP Development Procedure (Page #50, 51)		X	X	
<p><b>Comments:</b> NAC 388.281 (2)</p>					

**INDIVIDUALIZED  
EDUCATIONAL PROGRAM  
(Continued)**

		<b>Not Included</b>	<b>Included</b>	<b>Correct</b>	<b>Incorrect</b>
H 7	Interim IEP (Page #32)		X	X	

**Comments:** NAC 388.275

ANNUAL REVIEW MEETING					
		Not Included	Included	Correct	Incorrect
I 1	Schedule Annual Review (Page #47)		X	X	
<b>Comments:</b> NAC 388.281 (6) (a) and NAC 388.245 (6)					
I 2	IEP Revision (Page #47)		X		X
<b>Comments:</b>  The statements regarding review of preschool students' IEP is not appropriate since your school does not serve students of that age. Also, the response is incomplete. Please revise according to NAC 388.281 (7)(b)					
I 3	Exit IEP (Page # )	X			
<b>Comments:</b>  Please consult NAC 388.255 and 34 C.F.R. §300.305 (e)					

PLACEMENT					
		Not Included	Included	Correct	Incorrect
J 1	Removal From Regular Education Environment (Page #53)		X		X
<p><b>Comments:</b>  The response is incomplete.  NAC 388.245 (1), (a), and (5) were referenced appropriately. In addition, please consult NAC 388.284 1(1) to provide a complete response to this area.</p>					
J 2	Procedure to Transfer Student Back to Home District (Page # )	X			
<p><b>Comments:</b>  Please consult NAC 386.350 and NRS 386.580.</p>					
J 3	Review IEP for Purposes of Placement (Page # )	X			
<p><b>Comments:</b>  Please consult NAC 388.245 (6)</p>					
J 4	IEP Implementation (Page #54)		X		X
<p><b>Comments:</b>  The response was incomplete. Please consult NAC 388.281 (6)(e) and NAC 388.281 (13)(a)</p>					
<p><b>Additional Comments:</b>  The charter school is asked to remove all references in the Manual to “the district” and replace those entries with the school’s name.</p>					

Attachment

Item # 42

# NEVADA CONNECTIONS ACADEMY

## DISTANCE EDUCATION COMPLIANCE REVIEW

**NAC 388.830 Submission and review of application for program; approval or denial of program; renewal of application; modification of program; enrollment of pupils in program. (NRS 388.874)**

An application must include:

(e) A list designating each course of distance education that will be offered through the program;

7. If a provider of a program of distance education intends to change or modify the program with regard to the items set forth in the application, the provider shall obtain the written approval of the Department before making such a change or modification. If the provider changes or modifies the program without the approval of the Department pursuant to this subsection, the Department may revoke its approval of the program.

8. A school district or charter school shall not enroll pupils in a program of distance education unless the Department has provided documentation indicating that the program has been approved pursuant to this section for operation in this State.

Please provide a complete list of all courses currently utilized in your Distance Education program.

NonCompliant – School did not respond to the question.

Resubmission: June 11, 2009: The school provided a list of current courses used within its' curriculum. The courses on the school's list do not match the courses on the Nevada Approved list (Please see attachment A & B). NonCompliant

**NRS 388.846 Compliance with statutes and regulations; notice by charter school to board of trustees concerning type of educational services provided.**

2. If the governing body of a charter school provides a program of distance education, the governing body shall:

(a) For each pupil who is enrolled in the program, provide written notice to the board of trustees of the school district in which the pupil resides of the type of educational services that will be provided to the pupil through the program. The written notice must be provided to the board of trustees before the pupil receives educational services through the program of distance education.

Please provide an explanation of how your school meets this requirement (with examples).

NonCompliant – School did not respond to the question.

Resubmission: June 11, 2009: Complete and compliant

**NRS 388.850 Eligibility for enrollment.**

3. A child who is exempt from compulsory attendance and is enrolled in a private school pursuant to chapter 394 of NRS or is being homeschooled is not eligible to enroll in or otherwise attend a program of distance education, regardless of whether he is otherwise eligible for enrollment pursuant to subsection 1.

Please provide an explanation (with examples) of how your school ensures that students enrolled in your school are not exempted from compulsory attendance.

NonCompliant – School did not respond to the question.

Resubmission: June 11, 2009: NonCompliant – The school’s PCLA form does not address the home-schooled student. The form should be amended and resubmitted. (see NRS 388.850)

**NRS 388.854**

Students who are enrolled in a public school of a school district must have written permission from the district in order to enroll part-time in Charter School Distance Education programs. If permission is granted by the school district, the school district and the Charter school must have a written agreement.

Please provide an example of written permissions received by your students from their local school districts.

NonCompliant – School did not respond to the question.

Resubmission: June 11, 2009: Complete and compliant

Please provide a copy of the agreement between the Charter School and the school district.

NonCompliant – School did not respond to the question.

Resubmission: June 11, 2009: Complete and compliant

**NRS 388.858**

Charter School students who enroll part-time in public school district Distance Education programs, or another Charter School’s Distance Education programs, must have permission of the Charter School in which the student is enrolled in order to participate in the programs. If permission is granted by the Charter School, an agreement between the Charter School and the school district or other Charter School providing the program is required.

Please provide an example of written permissions granted by your Charter School to allow services provided by another Charter School or the school district.

NonCompliant – School did not respond to the question.

Resubmission: June 11, 2009: Complete and compliant

Please provide a copy of the agreement between the Charter Schools or the Charter School and the school district.

NonCompliant – School did not respond to the question.

Resubmission: June 11, 2009: Complete and compliant

**NRS 388.866 Requirements of program; supervision by teacher; qualifications of certain teachers.**

1. The board of trustees of a school district or the governing body of a charter school that provides a program of distance education shall ensure that:
  - (a) For each course offered through the program, a teacher:
    - (1) Provides the work assignments to each pupil enrolled in the course that are necessary for the pupil to complete the course;
    - (2) Meets or otherwise communicates with the pupil at least once each week during the course to discuss the pupil's progress; and
    - (3) Enters into a written agreement with the pupil and his parent or legal guardian outlining the objectives of the course, the timeline for completion of the course and the method by which the progress of the pupil will be assessed;

Please explain how your school meets the weekly communication requirement (with examples).

NonCompliant – School did not respond to the question.

Resubmission: June 11, 2009: Complete and compliant

Please provide an example of the written agreement between the student/teacher/and parent or legal guardian.

Complete and compliant

ATTACHMENT A

The following courses highlighted in yellow from the Nevada approved list match the list provided by the Nevada Connections Academy for the FY 2009 review. All others not highlighted were previously approved but were not included on the Connections Academy List.

**NAC 387.193 (states in part) Pupil enrolled in program of distance education. (NRS 385.080, 387.123, 388.874)**

1. A pupil who is enrolled in a program of distance education that has been approved pursuant to NAC 388.830 shall be deemed an enrolled pupil if, for each course of distance education in which the pupil is enrolled:

(a) The course is included on the list of approved courses of distance education prepared and published by the Department pursuant to NRS 388.834; and

## Connections Academy - Approved Course List

Approval valid until 9/1/2010 unless otherwise stated.

Course	Vendor #	Grade
Math B	321	K
Reading & Writing B	269	K
Science B	338	K
Social Studies B	347	K
Activities B	285	K
Art B	420	K
Exploratory Spanish B	430	K
Music I	407	K
Technology Literacy B	687	K
Math C	322	1
Reading & Writing C	270	1
Science C	339	1
Social Studies C	631	1
Activities C	286	1
Art C	421	1
Hooked on Math C	686	1
Physical Education I	414	1
Technology Literacy C	688	1
Math D	323	2
Reading & Writing D	314	2
Science D	340	2

## Connections Academy - Approved Course List

Approval valid until 9/1/2010 unless otherwise stated.

Course	Vendor #	Grade
Social Studies D	632	2
Art D	422	2
Hooked on Math D	724	2
Physical Education I	542	2
Technology Literacy D	689	2
Geography E	360	3
Math E	324	3
Reading E	315	3
Science E	341	3
Social Studies E	350	3
Writing E	308	3
Art E	423	3
Physical Education I	696	3
Technology Literacy E	690	3

## Connections Academy - Approved Course List

Approval valid until 9/1/2010 unless otherwise stated.

Course	Vendor #	Grade
Frog & Toad Quest	754	4 to 8
Geography F	361	4
Math F	325	4
Reading F	316	4
Science F	342	4
Social Studies	tba	4
Writing F	309	4
Art F	424	4
PE 2	376	4
Technology Literacy F	691	4
Home Life	435	4
Children's French	581	4
Children's German	580	4
Children's Latin	623	4
Children's Spanish I	431	4
Children's Spanish II	432	4
Children's Spanish III	467	4
Mythology	433	4
History of the World	283	4
Music III	409	4
The Secret Garden	302	4
Anne of Green Gables	298	4
Geography G	362	5
Math G	326	5
Reading G	317	5
Science G	343	5
Social Studies G	353	5
Writing G	310	5
Art G	425	5
PE G	543	5
Technology Literacy G	692	5
Home Life	435	5
Mythology	433	5
History of the World	283	5
Music III	409	5
The Secret Garden	302	5
Anne of Green Gables	298	5
King Arthur & His Knights	299	5
Middle Spanish I	496	5
Middle Spanish 2	508	5
Middle Spanish III	530	5
History of Painting	280	5

## Connections Academy - Approved Course List

Approval valid until 9/1/2010 unless otherwise stated.

Course	Vendor #	Grade
Math H	521	6
Reading & Literature H	318	6
Science H	344	6
Social Studies H	354	6
Art H	426	6
Composition H	311	6
PE 2	719	6
Technology Literacy H	693	6
Home Life	435	6
The Secret Garden	302	6
Anne of Green Gables	298	6
King Arthur & His Knights	299	6
Middle Spanish I	496	6
Middle Spanish II	508	6
Middle Spanish III	530	6
Middle Spanish IV	916	6
Middle French I	888	6
Middle French II	889	6
History of Painting	280	6
Music IV	429	6
Language Arts 7	767	7
Language Arts I	679	7
Gifted & Talented Language Arts (I)	896	7
Gifted & Talented Literature Study 7	1047	7
Gifted & Talented Math 7 - Algebra	917	7
Math I	519	7
Math 7	1026	7
Science I	630	7
Science 7	770	7
Social Studies I	634	7
Technology Literacy I	694	7
History of Sculpture	281	7
Home Life	435	7
Anne of Green Gables	298	7
King Arthur & His Knights	299	7
Middle Spanish I	496	7
Middle Spanish II	508	7
Middle Spanish III	530	7
Middle Spanish IV	916	7
Middle French I	888	7
Middle French II	889	7
History of Painting	280	7
Music IV	429	7
PE 2	697	7

## Connections Academy - Approved Course List

Approval valid until 9/1/2010 unless otherwise stated.

Course	Vendor #	Grade
Art 7	983	7
Educational Technology & Online Learning 7 (I)	949	7
Health & Physical Education 7 (I)	791	7
Language Arts 8	766	8
Language Arts J	680	8
Gifted & Talented Language Arts (J)	897	8
Gifted & Talented Literature Study 8	1048	8
Gifted & Talented Math 8 - Geometry	919	8
Math 8 Pre-Algebra	1027	8
Pre-Algebra	522	8
Science J	629	8
Science 8	771	8
Social Studies J	633	8
Technology Literacy J	695	8
Home Life	435	8
Anne of Green Gables	298	8
Middle Spanish I	496	8
Middle Spanish II	508	8
Middle Spanish III	530	8
Middle Spanish IV	916	8
Middle French I	888	8
Middle French II	889	8
History of Painting	280	8
Music IV	429	8
PE 2	697	8
Art 8	984	8
Educational Technology & Online Learning 8 (J)	950	8
Health & Physical Education 8 (J)	792	8
Intro to Composition A	651	9
Intro to Composition B	670	9
Everyday Language & Literature A	652	10
Everyday Language & Literature B	671	10
English 11A	764	9 to 12
English 11B	765	9 to 12
English 12A	998	9 to 12
English 12B	999	9 to 12

## Connections Academy - Approved Course List

Approval valid until 9/1/2010 unless otherwise stated.

Course	Vendor #	Grade
American Govt. & Economics A	658	9 to 12
American Govt. & Economics B	677	9 to 12
United States History A	657	9 to 12
United States History B	676	9 to 12
United States History A	835	9 to 12
United States History B	836	9 to 12
World History A	714	10
World History B	715	10
World History A	760	9 to 12
World History B	761	9 to 12
Economics	762	9 to 12
Geography	799	9 to 12
Basics of Biology A	656	9 to 12
Basics of Biology B	675	9 to 12
Environmental Science A	659	9 to 12
Environmental Science B	678	9 to 12
Chemistry A	850	9 to 12
Chemistry B	852	9 to 12
Earth Science A	985	9 to 12
Earth Science B	986	9 to 12
Physical Science A	776	9 to 12
Physical Science B	782	9 to 12
Physics A	1052	9 to 12
Physics B	1053	9 to 12
Intro to Computers & Applications A	650	9 to 12
Intro to Computers & Applications B	669	9 to 12
Business Systems Technology A	640	9 to 12
Business Systems Technology B	662	9 to 12
Emergent Computer Technology	642	9 to 12
Keyboarding	1188	9 to 12
Programming I	1056	9 to 12
Programming II	1057	9 to 12

## Connections Academy - Approved Course List

Approval valid until 9/1/2010 unless otherwise stated.

Course	Vendor #	Grade
Explorations in Mathematics A	654	9 to 12
Explorations in Mathematics B	673	9 to 12
Fundamentals in Algebra A	655	9 to 12
Fundamentals in Algebra B	674	9 to 12
Consumer Math A	682	9 to 12
Consumer Math B	683	9 to 12
Pre-Algebra A	885	9 to 12
Pre-Algebra B	886	9 to 12
Algebra IA	867	9 to 12
Algebra IB	868	9 to 12
Algebra IIA	780	9 to 12
Algebra IIB	781	9 to 12
Geometry A	874	9 to 12
Geometry B	873	9 to 12
Precalculus A	866	9 to 12
Precalculus B	865	9 to 12
Calculus A	1050	9 to 12
Calculus B	1051	9 to 12
Health, Fitness, & Nutrition A	653	9 to 12
Health, Fitness, & Nutrition B	672	9 to 12
Personal Fitness	645	9 to 12
Physical Education	698	9 to 12
Journalism A	643	9 to 12
Journalism B	665	9 to 12
Psychology A	649	9 to 12
Psychology B	668	9 to 12
Art History A	641	9 to 12
Art History B	663	9 to 12
Career Exploration	793	9 to 12
Digital Photography	1055	9 to 12
Drivers Education	1058	9 to 12
Sign Language	1181	9 to 12
Sign Language	1191	4 to 8
Speech & Debate	1182	9 to 12
Personal Finance	763	9 to 12

## Connections Academy - Approved Course List

Approval valid until 9/1/2010 unless otherwise stated.

Course	Vendor #	Grade
French I A	800	9 to 12
French I B	801	9 to 12
French II A	802	9 to 12
French II B	803	9 to 12
French III A	804	9 to 12
French III B	805	9 to 12
German I A	806	9 to 12
German I B	807	9 to 12
German II A	808	9 to 12
German I B	809	9 to 12
Latin I A	810	9 to 12
Latin I B	811	9 to 12
Latin II A	812	9 to 12
Latin II B	813	9 to 12
Mandarin Chinese I A	820	9 to 12
Mandarin Chinese I B	821	9 to 12
Mandarin Chinese II A	1006	9 to 12
Mandarin Chinese II B	1007	9 to 12
Spanish I A	646	9 to 12
Spanish I B	666	9 to 12
Spanish II A	647	9 to 12
Spanish II B	667	9 to 12
Spanish III A	818	9 to 12
Spanish III B	819	9 to 12
CP Algebra 1A	523	9 to 12
CP Algebra 1B	524	9 to 12
CP Algebra 2A	638	9 to 12
CP Algebra 2B	639	9 to 12
CP American Govt. A	635	9 to 12
CP American Govt. B	637	9 to 12
CP American History A	511	9 to 12
CP American History B	528	9 to 12
CP Biology A	636	9 to 12
CP Biology B	661	9 to 12
CP English 9A	512	9 to 12
CP English 9B	527	9
CP English 10A	660	9
CP English 10B	681	9
CP Geometry A	525	9 to 12
CP Geometry B	526	9 to 12
CP Physical Science A	520	9 to 12
CP Physical Science B	533	9 to 12

## Connections Academy - Approved Course List

Approval valid until 9/1/2010 unless otherwise stated.

Course	Vendor #	Grade
Honors American Government A	822	9 to 12
Honors American Government B	823	9 to 12
Honors Biology A	839	9 to 12
Honors Biology B	840	9 to 12
Honors Chemistry A	756	9 to 12
Honors Chemistry B	757	9 to 12
Honors Earth Science A	1090	9 to 12
Honors Earth Science B	1091	9 to 12
Honors English 9A	855	9 to 12
Honors English 9B	856	9 to 12
Honors English 10A	783	9 to 12
Honors English 10B	784	9 to 12
Honors English 11A	845	9 to 12
Honors English 11B	848	9 to 12
Honors English 12A	1087	9 to 12
Honors English 12B	1089	9 to 12
Honors Precalculus A	758	9 to 12
Honors Precalculus B	759	9 to 12
Honors World History A	831	9 to 12
Honors World History B	832	9 to 12
AP Biology A	1060	9 to 12
AP Biology B	1061	9 to 12
AP Calculus A	1065	9 to 12
AP Calculus B	1066	9 to 12
AP Chemistry A	1067	9 to 12
AP Chemistry B	1068	9 to 12
AP English Literature A	1073	9 to 12
AP English Literature B	1074	9 to 12
AP English Language A	1075	9 to 12
AP English Language B	1076	9 to 12
AP Environmental Science	1059	9 to 12
AP Macroeconomics	1077	9 to 12
AP Microeconomics	1078	9 to 12
AP Physics A	1071	9 to 12
AP Physics B	1072	9 to 12
AP Psychology	1062	9 to 12
AP Statistics A	1063	9 to 12
AP Statistics B	1064	9 to 12
AP US Government	1081	9 to 12
AP US History A	1082	9 to 12
AP US History B	1083	9 to 12
AP World History A	1084	9 to 12
AP World History B	1085	9 to 12
AP Art History A	1079	9 to 12

## Connections Academy - Approved Course List

Approval valid until 9/1/2010 unless otherwise stated.

Course	Vendor #	Grade
AP Art History B	1080	9 to 12
AP Computer Science A	1069	9 to 12
AP Computer Science B	1070	9 to 12
AP French A	1096	9 to 12
AP French B	1097	9 to 12
AP Spanish A	1094	9 to 12
AP Spanish B	1095	9 to 12

ATTACHMENT B

**The following courses highlighted in blue from the Connections list have not Previously been approved by the NV Department of Education.**

**NAC 387.193 (states in part) Pupil enrolled in program of distance education. (NRS 385.080, 387.123, 388.874)**

1. A pupil who is enrolled in a program of distance education that has been approved pursuant to NAC 388.830 shall be deemed an enrolled pupil if, for each course of distance education in which the pupil is enrolled:

(a) The course is included on the list of approved courses of distance education prepared and published by the Department pursuant to NRS 388.834; and

Annual Charter School Evaluation for Nevada Connections Academy

**Item #42**

**NAC 388.830- Please provide a complete list of all courses currently utilized in your Distance Education program.**

Response: Please refer to the attached list of courses.

*Course Listing All Grades*

Course 10 Title Display Name Course Type L. levels

270 L. language Arts 1 L. language Arts 1 Core 1

286 Activities-1 Activities 1 Cora 1

311 Language Arts 2 Language Arts 2 Core 2

322 Math-1 Math 1 Cora 1

323 Math-2 Math 2 Core 2

339 Science-1 Science 1 Core 1

340 Sciencia-2 Science 2 Core 2

407 Music I Music I Core 0

408 Music II Music II Elective 1,2

409 Music III Music III Elective 3,4,5

414 Physical EducaUon 1 Physical Education 1 Core 1

420 ArtK ArtK Corn 0

421 Art 1 Art 1 Core 1

422 Art 2 Art 2 Core 2

429 Music IV Music IV Elective 6,7,8

430 Exploratory Spanish Exploratory Spanish Elective 0

542 Physical Education 2 Physical Education 2 Core 2

631 Social Studies 1 Social Studies 1 Corn 1

632 Social Studies 2 Social Studies 2 Core 2

633 Social Studies 8 Social Studies 8 Core 8

634 Social Studies 7 Social Studies 7 Co", 7

641 VS: Art History A Art History A Elective 9,10,11,12

643 VS: JournaHsm A Journalism A Elective 9,10,11,12

645 VS: Personal Fitness Personal Fitness Elective 9, 10, 11, 12  
 649 VS: Psychology A Psychology A Elective 9, 10, 11, 12  
 653 GOP: Health, Fitness, and Nutrition A Health, Fitness, and Nutrition A Elective 9,10,11,12  
 654 Explorations in Mathematics A Explorations in Mathematics A Core 9, 10, 11, 12  
 659 GOP: Environmental Science A Environmental Science A Core 9, 10, 11, 12  
 663 VS: Art History B Art History B Elective 9,10,11,12  
 665 VS: Journalism B Journalism B Elective 9,10,11,12  
 668 VS: Psychology B Psychology B Elective 9,10,11,12  
 672 GOP: Health, Fitness, and Nutrition B Health, Fitness, and Nutrition B Elective 9, 10, 11, 12  
 673 Explorations in Mathematics B Explorations in Mathematics B Core 9,10,11,12  
 678 GOP: Environmental Science B Environmental Science B Core, 9,10,11,12  
 682 Consumer Math A Consumer Math A Core 9,10,11,12  
 683 Consumer Math B Consumer Math B Core 9,10, 11, 12  
 698 VS: Physical Education Physical Education Elective 9,10,11,12  
 710 Fast Track Math Fast Track Math Core 0, 1, 2, 3, 4, 5, 6, 7, 8  
 711 Fast Track Language Arts Fast Track Language Arts Core 0, 1, 2, 3, 4, 5, 6, 7, 8  
 712 Fast Track Social Studies Fast Track Social Studies Core 0, 1, 2, 3, 4, 5, 6, 7, 8  
 713 Fast Track Science Fast Track Science Core 0, 1, 2, 3, 4, 5, 6, 7, 8  
 720 Life Skills Reading/English Life Skills Reading/English Core 1, 2, 3, 4, 5, 6, 7, 8  
 721 Life Skills Math Life Skills Math Core 1, 2, 3, 4, 5, 6, 7, 8  
 722 Life Skills Science Life Skills Science Core 1, 2, 3, 4, 5, 6, 7, 8  
 723 Life Skills Social Studies Life Skills Social Studies Core 1, 2, 3, 4, 5, 6, 7, 8  
 728 Children's French II Children's French II Elective 1, 2, 3, 4, 5  
 727 Children's French III Children's French III Elective 1, 2, 3, 4, 5  
 730 Skills Tutor Math Math ST Core 0, 1, 2, 3, 4, 5, 6, 7, 8, 9  
 734 PACE 4th Grade Math PACE Math 4 Core 4  
 735 PACE 5th Grade LA PACE Language Arts 5 Core 5  
 736 PACE 5th Grade Math PACE Math 5 Core 5  
 737 PACE 4th Grade LA PACE Language Arts 4 Core 4  
 741 Study Island (Grades 3-8) Study Island (Skills for Success) Core 3, 4, 5, 6, 7, 8  
 752 Study Island (Pass/Fail) Study Island (Skills for Success) Elective 9, 10, 11  
 755 Skills Tutor Language Arts Language Arts ST Core 0, 1, 2, 3, 4, 5, 6, 7, 8, 9  
 756 Honors Chemistry A Honors Chemistry A Core 9, 10, 11, 12  
 757 Honors Chemistry B Honors Chemistry B Core 9, 10, 11, 12  
 758 Honors Precalculus A Honors Precalculus A Core 9, 10, 11, 12  
 759 Honors Precalculus B Honors Precalculus B Core 9, 10, 11, 12  
 760 World History A World History A Core 9, 10, 11, 12  
 781 World History B World History B Core 9, 10, 11, 12  
 762 Economics Economics Core 9, 10, 11, 12  
 763 Personal Finance Personal Finance Core 9, 10, 11, 12  
 764 English 11 A {Standard} English 11 A Core 9, 10, 11, 12  
 765 English 11 B (Standard) English 11 B Core 9, 10, 11, 12

766 Language Arts 8 Language Arts 8 Core 8  
 767 Language Arts 7 Language Arts 7 Core 7  
 770 Science 7 Science 7 Core 7  
 771 Science 8 Science 8 Core 8  
 776 Physical Science A Physical Science A Cora 9,10,11,12  
 780 Algebra 2 A Algebra 2 A Core 9,10,11,12  
 781 Algebra 2 B Algebra 2 8 Core 9,10,11,12  
 782 Physical Science B Physical Science B Core 9,10,11,12  
 783 English 10 A (Honors) Honors English IDA Core 9,10,11,12  
 784 English 10 B (Honors) Honors English 10 B Core 9, 10, 11, 12  
 790 Health and Physical Education 6 Health and Physical Education 6 Core 6  
 791 Health and Physical Education 7 Health and Physical Education 7 Core 7  
 792 Health and Physical Education 8 Health and Physical Education 8 Core 8  
 793 Career Exploration Career Exploration Elective 9,10,11,12  
 794 English 10 A (Basic) Basic English 10 A Core 9,10,11,12  
 795 English 10 B (Basic) Basic English 10 B Core 9,10,11,12  
 796 GOP Basic Physical Science A Basic Physical Science A Core 9,10,11,12  
 797 GDP Basic Physical Science B Basic Physical Science B Core 9,10,11,12  
 799 Geography Geography Core 9,10,11,12  
 800 HS French I A French I A Elective 9,10,11,12  
 801 HS French I B French I B Elective 9,10,11, 12  
 802 HS French II A French J) A Elective 9,10,11, 12

*Course Listing All Grades*

Course 10 Title Display Name Course Type levels

803 HS French II B French II B Elective 9, 10, 11, 12  
 804 HS French III A French III A Elective 9,10,11, 12  
 805 HS French III B French III B Elective 9,10,11, 12  
 806 HS German I A German I A Elective 9, 10, 11, 12  
 807 HS German I B German I B Elective 9,10,11,12  
 808 HS German II A German II A Elective 9,10,11, 12  
 809 HS German II B German II B Elective 9,10, 11, 12  
 810 HS latinIA Latin IA Elective 9, 10, 11, 12  
 811 HS Latin I B Latin I B Elective 9,10,11,12  
 812 HS Latin IIA Latin IIA Elective 9,10,11, 12  
 813 HS Latin n B Latin II B Elective 9,10,11, 12  
 814 HS Spanish I A Spanish I A Elective 9,10,11,12  
 815 HS Spanish I B Spanish J B Elective 9, 10, 11, 12  
 816 HS Spanish II A Spanish II A Elective 9,10, 11, 12  
 817 HS Spanish II B Spanish IJ B Elective 9,10,11, 12  
 818 HS Spanish III A Spanish III A Elective 9,10,11,12  
 819 HS Spanish III B Spanish III B Elective 9, 10, 11, 12  
 820 HS Mandarin Chinese I A Mandarin Chinese I A Elective 9,10, 11, 12  
 821 HS Mandarin Chinese I B Mandarin Chinese I B Elective 9,10,11,12  
 822 Honors American Government A Honors American Government A COfe  
 9,10, 11, 12

823 Honors American Government B Honors American Government B Core  
9,10,11,12

824 Basic American Government A (07-08) Basic American Government A Core  
9,10,11,12

825 Basic American Government B (07-08) Basic American Government B Core  
9,10,11, 12

826 Basic Economics Basic Economics Core 9,10,11,12

827 Basic United States History A Basic United States History A Core 9,10, 11,  
12

828 Basic United States History B Basic United States History B Core 9, 10, 11,  
12

829 Basic World History A Basic World History A Core 9,10,11,12

830 Basic World History B Basic World History B Core 9,10,11, 12

831 Honors World History A Honors World History A Core 9,10,11,12

832 Honors World History B Honors World History B Core 9, 10, 11, 12

833 American Government A American Government A Core 9,10,11,12

834 American Government B American Government B Core 9,10,11, 12

835 United States History A United States History A Core 9,10,11,12

836 United States History B United States History B Core 9,10, 11, 12

837 Honors United States History A Honors United States History A Core 9,10, 11,  
12

838 Honors United States History B Honors United States History B Core 9,10,11,  
12

839 Honors Biology A Honors Biology A Core 9,10,11,12

840 Honors Biology B Honors Biology B Core 9,10,11,12

841 Biology A Biology A Core 9,10,11,12

842 Biology B Biology B Core 9, 10, 11, 12

843 English 10A (Standard) English 10 A Core 9,10,11, 12

844 English 10 B (Standard) English 10 B Core 9,10,11,12

845 English 11 A (Honors) Honors English 11 A Core 9, 10, 11, 12

846 Honors Physical Science A Honors Physical Science A Core 9, 10, 11, 12

847 Honors Physical Science B Honors Physical Science B Core 9,10,11,12

848 English 11 B (Honors) Honors English 11 B Core 9,10,11,12

849 English 11 B (Basic) Basic English 11 B Core 9,10,11,12

850 Chemistry A Chemistry A Core 9,10, 11, 12

851 English 11 A (Basic) Basic English 11 A Core 9,10,11,12

852 Chemistry B Chemistry B Core 9,10,11,12

853 English 9 A (Standard) English 9 A Core 9,10,11,12

854 English 9 B (Standard) English 9 B Core 9,10,11,12

855 English 9 A (Honors) Honors English 9 A Core 9,10,11,12

856 English 9 B (Honors) Honors English 9 B Core 9,10,11,12

881 Basic Biology A Basic Biology A Core 9,10,11, 12

862 Basic Biology B Basic Biology B Core 9,10,11,12

863 Basic Algebra 1 B Basic Algebra 1 B Core 9, 10, 11, 12

884 Basic Algebra 1 A Basic Algebra 1 A Core 9,10,11,12

865 Precalculus B Precalculus B Core 9,10,11,12

866 Precalculus A Precalculus A Core 9,10,11,12  
 867 Algebra 1 A Algebra 1 A Core 9,10,11, 12  
 868 Algebra 1 B Algebra 1 B Core 9,10,11,12  
 869 Honors Algebra 1 A Honors Algebra 1 A Core 9,10,11,12  
 870 Honors Algebra 1 B Honors Algebra 1 B Core 9,10,11,12  
 871 Basic Geometry B Basic Geometry B Core 9,10,11, 12  
 872 Basic Geometry A Basic Geometry A Core 9,10,11,12  
 873 Geometry B Geometry B Core 9,10,11, 12  
 874 Geometry A Geometry A Core 9,10,11,12  
 875 Honors Geometry B Honors Geometry B Core 9,10,11,12  
 876 Honors Geometry A Honors Geometry A Core 9,10,11,12  
 B77 Emergent Computer Technology Emergent Computer Technology Elective  
 9,10,11,12  
 878 Introduction to Computers and Applications A Introduction to Computers and  
 Applications A Elective 9,10,11,12  
 879 Introduction to Computers and Applications B Introduction to Computers and  
 Applications B Elective 9, 10, 11, 12  
 880 Business Systems Technology Business Systems Technology Elective  
 9,10,11, 12  
 881 English 9 A (Basic) Basic English 9 A Core 9,10,11,12  
 882 English 9 B (Basic) Basic English 9 B Core 9,10,11,12  
 883 Honors Algebra 2 A Honors Algebra 2 A Core 9, 10, 11, 12  
 884 Honors Algebra 2 B Honors Algebra 2 B Core 9,10,11,12  
 885 Pre-Algebra A Pre-Algebra A Core 9,10,11,12  
 886 Pre-Algebra B Pre-Algebra B Core 9,10,11,12  
 888 Middle French I Middle French I Elective 6,7,8  
 889 Middle French II Middle French II Elective 6,7,8  
 896 Gifted and Talented language Arts 7 Gifted and Talented Language Arts 7  
 Core 7  
 897 Gifted and Talented Language Arts 8 Gifted and Talented language Arts 8  
 Core 8  
 006 Independent Study - General Independent Study - General Elective 9, 10, 11,  
 12  
 907 Independent Study - General Independent Study - General Elective 6,7,8  
 908 Independent Study - Physical Education Independent Study - Physical  
 Education Elective 9,10,11, 12  
*Course Listing All Grades*  
 Course ID Title Display Name Course Type levels  
 90g Children's French I Children's French I Elective 1,2,3,4,5  
 910 Children's Spanish I Children's Spanish I Elective 1,2,3,4,5  
 911 Children's Spanish II Children's Spanish II Elective 1,2,3,4,5  
 912 Children's Spanish III Children's Spanish III Elective 1,2,3,4,5  
 913 Middle Spanish I Middle Spanish I Elective 6,7,8  
 914 Middle Spanish II Middle Spanish II Elective 6,7,8  
 915 Middle Spanish III Middle Spanish III Elective 6,7,8  
 916 Middle Spanish IV Middle Spanish IV Elective 6,7,8

917 Gifted and Talented Math-7 Gifted and Talented Math 7 - Algebra Core 7  
 919 Gifted and Talented Math-8 Gifted and Talented Math 8 - Geometry Core 8  
 942 Educational Technology and Online Learning K Educational Technology and Online Learning K Core 0  
 943 Educational Technology and Online Learning 1 Educational Technology and Online Learning 1 Core 1  
 944 Educational Technology and Online Learning 2 Educational Technology and Online Learning 2 Core 2  
 945 Educational Technology and Online Learning 3 Educational Technology and Online Learning 3 Core 3  
 946 Educational Technology and Online Learning 4 Educational Technology and Online Learning 4 Core 4  
 947 Educational Technology and Online Learning 5 Educational Technology and Online Learning 5 Core 5  
 948 Educational Technology and Online Learning 6 Educational Technology and Online Learning 6 Core 6  
 949 Educational Technology and Online Learning 7 Educational Technology and Online Learning 7 Core 7  
 950 Educational Technology and Online Learning 8 Educational Technology and Online Learning 8 Core 8  
 967 PACE 3rd Grade LA PACE Language Arts 3 Core 3  
 968 PACE 6th Grade LA PACE Language Arts 6 Core 6  
 969 PACE 6th Grade Math PACE Math 6 Core 6  
 983 Art 7 Art 7 Core 7  
 984 Art 8 Art 8 Core 8  
 985 Earth Science A Earth Science A Core 9,10,11,12  
 986 Earth Science B Earth Science B Core 9, 10, 11, 12  
 987 Science & Science 6 Core 6  
 988 Art 6 Art 6 Core 6  
 989 Social Studies 6 Social Studies 6 Core 6  
 990 Language Arts 6 Language Arts 6 Core 6  
 991 Art 3 Art 3 Core 3  
 992 Social Studies 3 Social Studies 3 Core 3  
 994 Social Studies 5 Social Studies 5 Core 5  
 995 Language Arts 3 Language Arts 3 Core 3  
 996 Language Arts 4 Language Arts 4 Core 4  
 997 Language Arts 5 Language Arts 5 Core 5  
 998 English 12 A (Standard) English 12 A Core 9,10,11,12  
 999 English 12 B (Standard) English 12 B Core 9,10,11, 12  
 1000 Math-3 Math 3 Core 3  
 1001 Math-4 Math 4 Core 4  
 1002 Math-5 Math 5 Core 5  
 1003 Science-3 Science 3 Core 3  
 1004 Science-4 Science 4 Core 4  
 1005 Science-5 Science 5 Core 5  
 1006 HS Mandarin Chinese 11 A Mandarin Chinese 11 A Elective 9,10,11, 12

1007 HS Mandarin Chinese II B Mandarin Chinese II B Elective 9,10,11,12  
 1014 Nevada State History Nevada State History Cora 4  
 1022 Math-6 Math 6 Core 6  
 1023 Physical Education 3 Physical Education 3 Core 3  
 1024 Physical Education 4 Physical Education 4 Core 4  
 1025 Physical Education 5 Physical Education 5 Core 5  
 1026 Math-7 Math 7 Corn 7  
 1027 Math 8 Pre-Algebra Math 8 Pre-Algebra Co", 8  
 1028 Activities K Activities K Core 0  
 1030 Language Arts K Language Arts K Core 0  
 1031 MathK MathK Core 0  
 1033 Science K Science K Co", 0  
 1034 Social Studies K Social Studies K Core 0  
 1035 Gifted and Talented Language Arts 3 Gifted and Talented Language Arts 3  
 Core 3  
 1036 Gifted and Talented Language Arts 4 Gifted and Talented Language Arts 4  
 Core 4  
 1037 Gifted and Talented language Arts 5 Gifted and Talented Language Arts 5  
 Co", 5  
 1039 Gifted and Talented Math 3 Gifted and Talented Math 3 Core 3  
 1040 Gifted and Talented Math 4 Gifted and Talented Math 4 Cora 4  
 1043 Gifted and Talented literature Study 3 Gifted and Talented Literature Study  
 3 Core 3  
 1044 Gifted and Talented Literature Study 4 Gifted and Talented literature Study  
 4 Core 4  
 1045 Gifted and Talented Literature Study 5 Gifted and Talented Literature Study  
 5 Core 5  
 1046 Gifted and Talented Litereture Study 6 Gifted and Talented literature Study  
 6 Core 6  
 1047 Gifted and Talented Literature Study 7 Gifted and Talented literature Study  
 7 Core 7  
 1046 Gifted and Talented Literature Study 8 Gifted and Talented Literature Study  
 8 Cora 8  
 1050 Calculus A Calculus A Core 9,10,11,12  
 1051 Calculus B Calculus B Core 9,10,11,12  
 1052 Physics A Physics A Core 9,10,11, 12  
 1053 Physics B Physics B Core 9,10,11,12  
 1054 Music Apprecialion Music Appreciation Elective 9,10,11,12  
 1055 Digital Photography Digital Photography Elective 9,10,11,12  
 1066 Programming I (C++) Programming I Elective 9,10, 11, 12  
 1057 Programming II (VB.NET) Programming II Elective 9,10,11,12  
 1058 Driver's Educatlon Driver's Education Elective 9, 10, 11, 12  
 1059 AP Environmental Science AP Environmental Science Core 9,10,11,12  
 1060 AP Biology A AP Biology A Core 9,10,11,12  
 1061 AP Biology B AP BiologY B Core 9,10,11,12  
 1062 AP Psychology AP Psychology Elective 9,10,11,12

1063 AP Statistics A AP Statistics A Core 9,10, 11, 12  
1064 AP Statistics B AP Statistics B Cafe g, 10, 11, 12  
1065 AP Calculus A AP Calculus A Core 9, 10, 11, 12  
1066 AP Calculus B AP Calculus B Core 9,10,11,12  
1067 AP Chemistry A AP Chemistry A Co", 9,10,11,12

*Course Listing All Grades*

Course ID Title Display Name Course Type levels

1068 AP Chemistry B AP Chemistry B Core 9, 10, 11, 12  
1069 AP Computer Science A AP Computer Science A Elective 9, 10, 11, 12  
1070 AP Computer Science B AP Computer Science B Elective 9,10,11,12  
1071 AP Physics A AP Physics A COffi 9,10,11,12  
1072 AP Physics B AP Physics B Core 9,10,11,12  
1073 AP English Uterature A AP English Literature A Core 9,10,11,12  
1074 AP English Literature B AP English Literature B Core 9, 10,11, 12  
1075 AP Enghlish language A AP English Language A Co", 9,10,11, 12  
1076 AP English Language B AP English Language B Co", 9,10,11,12  
1077 AP Macroeconomics AP Macroeconomics Core 9,10,11,12  
1078 AP Microeconomics AP Microeconomics Core 9,10,11,12  
1079 AP Art History A AP Art History A Elective 9, 10, 11, 12  
1080 AP Art History a AP Art History B Elective 9, 10, 11, 12  
1081 AP US Government AP US Government Core 9, 10, 11, 12  
1082 AP US History A AP US History A Core 9,10,11,12  
1083 AP US History 8 AP US History 8 Core 9,10,11,12  
1084 AP World History A AP World History A Corn 9, 10, 11, 12  
1085 AP World History B AP World History 8 Core 9, 10, 11, 12  
1086 English 12 A (Basic) Basic English 12 A Core 9,10,11,12  
1087 English 12 A (Honors) Honors English 12 A Core 9,10,11,12  
1088 English 12 B (Basic) Basic English 12 B Core 9,10,11,12  
1089 English 12 B (Honors) Honors English 12 8 Corn 9,10,11,12  
1090 Honors Earth Science A Honors Earth Science A Core 9,10,11,12  
1091 Honors Earth Science B Honors Earth Science B Core 9,10,11,12  
1092 Gifted and Talented Language Arts 6 Gifted and Talented Language Arts: 6  
Co" 6  
1094 AP Spanish A AP Spanish A Elective 10,11,12  
1095 AP Spanish B AP Spanish B Elective 10, 11, 12  
1096 AP French A AP French A Elective 11,12  
1097 AP French B AP French B Elective 11,12  
1098 Home Life I 0809 Home Ufe I Elective 0,1,2,3,4,5,6,7,8  
1156 Gifted and Talented Math 5 Gifted and Talented Math 5 Core S  
1157 Gifted and Talented Math 6 Gifted and Talented Math 6 - Pre-Algebra Core  
6  
1181 Sign language Sign Language Elective 9,10,11,12  
1182 Speech and Debate Speech and Debate Elective 9,10,11,12  
1186 Social Studies 4 Social Studies 4 Core ,  
1188 Keyboarding HS Keyboarding Elective 9,10,11,12

1189 Independent Study - Life Skills Independent Study -life Skills Elective  
9,10,11,12  
1190 Independent Study - Life Skills Independent Study - Life Skills Elective  
6,7,8  
1191 Sign Language K-5 Sign Language Elective 0, 1, 2, 3, 4, 5  
1213 Sign Language 6-8 Sign Language Elective 6,7,8  
1222 Keyboarding MS Keyboarding Elective 6,7,8  
1223 Art' Art' Corn ,  
1224 ArtS ArtS Core S  
1241 PACE 3rd Grade Math PACE Math 3 Core 3  
1242 PACE 7th Grade LA PACE Language Arts 7 Core 7  
1243 PACE 8th Grade LA PACE Language Arts 8 Core 8  
1244 PACE 7th Grade Math PACE Math 7 Core 7  
1245 PACE 8th Grade Math PACE Math 8 Core 8  
1253 College Prep with ACT College Prep with ACT Elective 11  
1254 College Prep with SAT College Prep with SAT Elective 11

Attachment

Item # 46

# Nevada Connections Academy



5690 Riggins Ct, Suite B  
Reno, NV 89502  
Ph: 775-826-4200 Fax: (775) 826-4288

Gerald (Jerry) Krummel, Principal  
Grade Levels: K-12  
Website: [www.connectionsacademy.com](http://www.connectionsacademy.com)

## 2008-2009 School Accountability Summary Report

For more information visit [www.nevadareportcard.com](http://www.nevadareportcard.com)

### Mission Statement

Nevada Connections Academy's mission is to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program.

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### Principal's Highlights

Nevada Connections Academy (NCA) offers a rigorous curriculum to challenge students while providing one on one teacher support using technological advances.

- NCA met AYP with High Achieving status in all 3 levels in 07-08.
- NCA K-8 out performed the state by meeting standards in Math, Reading, & Science in 09-10.
- NCA 9-12 out performed the state by meeting standards in Reading and Writing in 09-10.
- NCA held over 40 field trips in Reno, Las Vegas & Elko areas to offer educational and social opportunities to students.
- End of the year events were held in Reno, Las Vegas and Elko to help students plan for summer educational activities.
- 92.5% of parents in an independent survey gave NCA an A or B grade
- When compared to the child's other school, over 87% of parents surveyed stated they were satisfied with NCA.
- 95% of parents surveyed agreed the curriculum was high quality.

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### Goals and Objectives

#### Goal 1

Student Progress

#### Objective(s):

Nevada Connections Academy students will demonstrate ongoing progress during each quarter of the school year as measured by three metrics - attendance, participation, and performance.

#### Goal 2

Yearly Growth

#### Objective(s):

At least 90% of Nevada Connections Academy students will demonstrate satisfactory academic growth within each year in the school.

#### Goal 3

Achievement Scores

#### Objective(s):

NCA students will perform equal to or better than comparable Nevada public schools on the Nevada Proficiency Examination Program. The school intends to meet AYP as defined by the Nevada Dept. of Education.

## Demographics and Student Information

Data are provided by the Nevada Department of Education using the state student information system. Demographic profiles are reported by gender, race/ethnicity, and special student populations as of count day. Student Average Daily Attendance (ADA) is the percentage of the school enrollment in attendance on an "average school day" as of the 100th day of school.

	Enrollment #		Enrollment %		Avg Daily Attendance		
	School	District	School	District	School	District	State
Total Students	922	3,543	100.0 %	100.0 %	93.3 %	*	94.7 %
Male	463	1,736	50.2 %	49.0 %	*	*	*
Female	459	1,807	49.8 %	51.0 %	*	*	*
American Indian/Alaskan Native	15	99	1.6 %	2.8 %	91.4 %	*	93.6 %
Asian/Pacific Islander	23	185	2.5 %	5.2 %	92.6 %	*	96.3 %
Hispanic	71	478	7.7 %	13.5 %	90.3 %	*	94.7 %
Black/African American	69	418	7.5 %	11.8 %	93.3 %	*	93.1 %
White	744	2,363	80.7 %	66.7 %	93.6 %	*	94.8 %
IEP	43	141	4.7 %	4.0 %	93.2 %	*	93.2 %
LEP	N/A	N/A	N/A	N/A	N/A	*	95.3 %
FRL	347	422	37.6 %	11.9 %	90.3 %	*	94.2 %
Migrant	N/A	N/A	N/A	N/A	*	*	*

IEP = Students with Disabilities  
LEP = Students with Limited English Proficiency  
FRL = Students qualifying for Free/Reduced Lunch

\* indicates data not presented for groups fewer than 10.  
N/A indicates a population of zero.  
\*\* indicates data are not available.

## Transiency, Truancy, and Discipline

	School	District
Transiency Rate	39.7 %	55.6 %
Habitual Truancy - # of Incidents	0	12
Discipline - # of Incidents Resulting in Suspension/Expulsion for:		
Violence to Other Students	0	12
Violence to Staff	0	0
Possession of Weapon	0	0
Distribution of Controlled Substance	0	0
Possession/Use of Controlled Substance	0	0
Possession/Use of Alcohol	0	0
Habitual Disciplinary Expulsions	1	4

Incidents are reported at the school where the action occurred.  
Data reported as of the end of the school year.

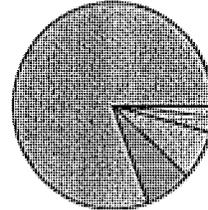
## Retention/Credit Deficiency\*

Grade	School #	School %	District #	District %
K	0	0.0 %	0	0.0 %
1	0	0.0 %	0	0.0 %
2	0	0.0 %	0	0.0 %
3	0	0.0 %	0	0.0 %
4	0	0.0 %	0	0.0 %
5	3	4.2 %	0	0.0 %
6	1	1.0 %	0	0.0 %
7	3	2.7 %	0	0.0 %
8	5	3.8 %	0	0.0 %
9	15	9.6 %	0	0.0 %
10	19	14.8 %	0	0.0 %
11	3	4.2 %	0	0.0 %
12	2	7.4 %	0	0.0 %

\* Students are retained in grades 9-12 if they have insufficient credits.

## Student Ethnicity

Data reported by NDE as of count day.



American Indian/ Alaskan Native (1.6%)  
Asian/ Pacific Islander (2.5%)  
Hispanic (7.7%)  
Black/ African American (7.5%)  
White (80.7%)

## Student/Teacher Ratio

Grade	School	District
ALL	39:1	27:1

\*\* Teachers may serve multiple grades as needed. Therefore, Student/Teacher Ratio is reported for the school as a whole. Student/Teacher Ratio is listed for all grade levels where students do not rotate to different teachers.  
Data reported as of December 1.

## Average Class Size

Subject Area	School	District
English	27	23
Mathematics	23	23
Science	45	26
Social Studies	33	26

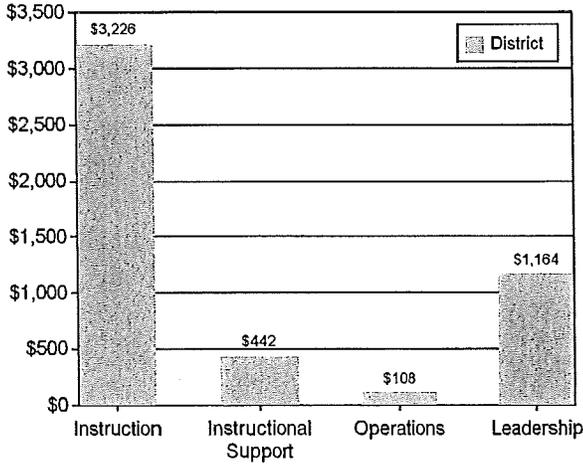
Average Class Size is listed for all core classes where students rotate to different teachers for different subjects.  
Data reported as of December 1.

## Per-Pupil Expenditures 2007-2008

The per pupil expenditures for all Nevada school districts and schools are calculated by InSite, which results in comparable financial information over time and across the state. Financial data are reported for the year prior to the school year just completed.

NCA Total Cost Per Pupil = (No data found)  
 District Total Cost Per Pupil = \$4,940.99

**Per-Pupil Expenditures By Category**



Schools showing only \$0 have not been in operation long enough to have data for 2007-2008.

## Personnel Information

### Classes Not Taught by Highly Qualified Teachers

	School %	District %
Elementary	44.7 %	35.6 %
Arts	100.0 %	N/A
English	13.6 %	N/A
Foreign Language	0.0 %	N/A
Mathematics	11.8 %	N/A
Science	28.6 %	N/A
Social Studies	38.9 %	N/A

'N/A' indicates that these subjects or grade levels are not present. Data obtained from the Office of Teacher Licensure as of May 2009. Highly qualified teachers hold a minimum of a bachelor's degree, are licensed to teach in the State of Nevada, and have demonstrated competence in their teaching area.

### Teacher ADA and Licensure Information

	Teacher Average Daily Attendance Rate	Teachers providing instruction:		
		Pursuant to NRS 391.125 (Emergency Credential)	Pursuant to waiver with State Approval	Without an endorsement for the subject area
State	96.2 %	665	248	203
District	97.9 %	1	1	5
School	96.1 %	0	0	2

Teacher Average Daily Attendance (ADA) is the percentage of licensed educators who provided instruction to students in classrooms on an "average school day". 'N/A' indicates that data are not available.

## Graduation/Dropout Information: Class of 2008

	Graduation Rate			Dropout Rate		
	School	District	State	School	District	State
Total Students	N/A	N/A	68.7 %	16.0 %	N/A	4.7 %
Male	N/A	N/A	66.8 %	22.6 %	N/A	5.0 %
Female	N/A	N/A	70.5 %	9.4 %	N/A	4.4 %
American Indian/Alaskan Native	N/A	N/A	58.0 %	0.0 %	N/A	5.5 %
Asian/Pacific Islander	N/A	N/A	80.7 %	0.0 %	N/A	3.2 %
Hispanic	N/A	N/A	57.0 %	0.0 %	N/A	6.2 %
Black/African American	N/A	N/A	54.5 %	6.7 %	N/A	6.4 %
White	N/A	N/A	76.8 %	19.0 %	N/A	3.5 %

'-' indicates data not presented for groups fewer than 10 for graduation rate.  
 'N/A' indicates sufficient data are not available.

**High School Completion Indicators: Class of 2008**

	Standard Diploma		Advanced Diploma		Adult Diploma*		Adjusted Diploma		Cert. of Attendance+	
	#	%	#	%	#	%	#	%	#	%
State	13,490	63.5 %	5,225	24.6 %	100	0.5 %	1,319	6.2 %	1,102	5.2 %
District	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
School	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*N/A indicates that no diplomas or certificates of this type were issued.

\* Adult diplomas issued to 12th grade students enrolled in a program of alternative education are included in these figures.

+ Certificates of Attendance are given to students who did not receive a diploma only because they did not pass the Nevada High School Proficiency Exam.

**Nevada System of Higher Education (NSHE): Fall 2008**

Students enrolled in remedial courses within the Nevada System of Higher Education (NSHE) do not reflect all graduates. Some graduates do not attend college or they attend college out of state.

	# Enrolled	# Remediated	% Remediated
District	21	0	0.0 %
School	0	0	

**Parent/Community Involvement**

Formal parent/teacher communication is required a minimum of once every 2 weeks for students in grades K-6 and monthly for students in grades 7-12. Parents proactively identify and work with teachers to address student challenges. Parent feedback is gathered annually via the parent survey. There is a parent representative to the school's governing body. All parents/learning coaches are provided access, via the Learning Management System (LMS), to an online orientation and urged to complete it prior to enrollment. Parents/learning coaches are reminded that Technical Support can be contacted by phone or via a link on the LMS for assistance with technical issues, complaints and concerns. Finally, a link on the parents' LMS homepage called "Feedback" enables parents to immediately & easily submit comments & complaints. Parents & students give feedback on each lesson through a StarTracking System. These communications are tracked daily. Students & their families are offered the opportunity to participate in a variety of school-sponsored activities, including field trips and a monthly school newsletter. Through these various means, the school is open and responsive to parent/student communication whether for complaints or praises.

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

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

**KEITH W RHEAULT**  
*Superintendent of Public Instruction*

STATE OF NEVADA

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September 8, 2010

Jamie Castle, Governing Body President  
Nevada Connections Academy  
1354 Kingsley Lane  
Carson City, NV 89701

Dear Ms. Castle:

Enclosed please find the final 2009-2010 school year NRS 386.610 and NAC 386.410 Annual Performance Audit for your State Board of Education-sponsored charter school. The Audit will be submitted to the State Board at its October 7-8, 2010, meeting. Feel free to contact me with any questions (775-687-9149).

Sincerely,

  
Tom McCormack  
Charter School Consultant

Copy: Jennifer Dukek  
Steve Canavero

**Nevada Department of Education**  
**FINAL Annual Charter School Performance Audit**

Name of Charter School: **Nevada Connections Academy**

School Year: **2009 - 2010**

**1. A determination whether the charter school and its governing body comply with the terms and conditions of operation set forth in the written charter.**

**Noncompliant**

Comments: A number of noncompliant findings are documented in this performance audit.

The school complies with NRS 386.590 regarding the administrator's salary. See the attached.

**2. A determination whether the membership of the governing body of the charter school complies with NRS 386.549 and NAC 386.345, including, without limitation, whether:**

- a. The governing body consists of at least three teachers, as defined in subsection 4 of NRS 386.549;**
- b. A majority of the members of the governing body reside in the county in which the charter school located; and**
- c. Each member of the governing body has filed an affidavit with the Department.**

**Noncompliant**

Comments: Six of the seven governing body members have been serving on the governing body since 4/4/07. Section 4(b) of the bylaws states that members will be assigned to "classes" of varying terms. The longest term is 3 years, but it's not clear which members have been assigned to which classes. In any case, it appears the bylaws require replacement of at least the six members who have served for three years.

Member Name	County Resident	Licensed Teacher	Affidavit
Katie Keating	Yes	License expired 2008	Yes
Jamie Castle	No	Yes	Yes
Tiffany Shively-Busse	No	Yes	Yes
Kirsten Mitchell	No	No	Yes
Mindi Casey	Yes	No	Yes
Jay Nilva	Yes	No	Yes
Shannon Reid	Yes	No	Yes

3. A determination whether the governing body has held at least one regularly scheduled public meeting in the county in which the charter school is located during each calendar quarter and each meeting complied with chapter 241 of NRS.

Compliant

4. A determination whether the governing body and the charter school comply with the provisions of NRS 332.800.

Compliant

5. Upon examination of the agenda and minutes of each meeting of the governing body and the reports submitted to the governing body during each meeting, a determination whether the governing body is fulfilling its duty to evaluate the performance of each entity with whom the governing body has entered into a contract, including, without limitation, the performance of an educational management organization.

Compliant

Comments: The school submitted documentation of evaluations of both the administrator and the EMO, Connections Academy of Nevada, LLC. EMO evaluation results dated April 7, 2009, were submitted.

6. If the charter school is dedicated to providing educational programs and opportunities for pupils who are at risk, a determination whether the educational program and services provided to those pupils is appropriate and carried out in an effective manner.

Not applicable

7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management.

Compliant

8. A determination whether all money received by the charter school from this State and from the board of trustees of a school district is deposited and maintained in a bank, credit union or other financial institution in this State .

Compliant

9. A determination whether the charter school has adopted a final budget, as required by NRS 386.550 and NAC 386.370.

Compliant

10. A determination whether the charter school complies with NRS 386.573 regarding orders for payment of money.

Compliant

11. A determination whether the charter school administers achievement and proficiency examinations in accordance with chapter 389 of NRS and chapter 389 of NAC.

**Compliant**

12. A summary of the manner in which the charter school ensures the health and safety of the pupils enrolled in the charter school, including, without limitation, a determination whether the charter school:

- a. Complies with the requirements for reporting the abuse or neglect of a child;
- b. Complies with Title V of the Rehabilitation Act of 1973, 29 U.S.C. 791 et seq.;
- c. Provides adequate health services;
- d. Maintains records of the immunizations required of pupils in accordance with NRS 392.435;
- e. Complies with NRS 392.450 by providing drills for pupils in the appropriate procedures to be followed in the event of an emergency and by posting escape routes; and
- f. Complies with the requirements for crisis response in public school in accordance with NRS 392.600 to 392.656, inclusive.

**Compliant**

13. A determination whether each facility that the charter school occupies complies with applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation.

**Compliant**

Comments: The school submitted a "School District Inspection" document from the Reno Fire Department. It states "No Violations Found, 3/3/2010."

14. A determination whether the charter school complies with NRS 386.585, including, without limitation, whether the charter school:

- a. Provides a copy of the rules of behavior, prescribed punishments and procedures to be followed in imposing punishments to each pupil;
- b. Maintains, for public inspection at the charter school, a copy of the rules of behavior, prescribed punishments and procedures to be followed in imposing punishments; and
- c. Complies with the policies and procedures for the suspension and expulsion of pupils.

**Compliant**

15. A description of the attendance policy of the charter school and a determination whether the policy is:

- a. Distributed to each pupil in accordance with NAC 386.350; and
- b. Available for public inspection during the school's regular business hours.

**Compliant**

16. If pupils with disabilities are enrolled in the charter school, a determination whether the provision of special educational services and programs to those pupils complies with the requirements set forth in chapters 388 and 395 of NRS and NAC 388.150 to 388.450, inclusive.

Comments: Some noncompliance was determined in Spring 2009; the Nevada Department of Education is currently working with the school to ensure correction of all noncompliance.

17. A determination whether the charter school provides instruction in the core academic subjects set forth in subsection 1 of NRS 389.018, as applicable for the grade levels of pupils who are enrolled in the charter school.

**Compliant**

18. A determination whether the charter school provides at least the courses of study that are required of pupils by statute or regulation for promotion to the next grade or graduation from a public high school and requires the pupils who are enrolled in the charter school to take those courses of study.

**Compliant**

19. A determination whether the charter school complies with NRS 386.590 regarding the employment of teachers and other educational personnel.

**Noncompliant**

The school was notified 2/18/10 of teacher licensure deficiencies.

Teachers who are not Highly Qualified have plans to correct their deficiencies.

20. A determination whether the status of the employees of the charter school and the rights and benefits provided to those employees comply with NRS 386.595.

**Compliant**

Comments: One employee is on a leave of absence from a school district. The school contributes to PERS. A number of employees are employed and provided by an EMO. No collective bargaining agreement has been entered into by the school.

21. A description of the manner in which the charter school maintains personnel records for its employees.

**Compliant**

22. A description of the procedure for the enrollment of pupils in the charter school, including, without limitation, whether the charter school enrolls pupils on the basis of a lottery system if more pupils who are eligible for enrollment apply for enrollment than the number of spaces that are available.

**Compliant**

Comments: The school reports 1,106 pupils enrolled as of February 28, 2010. The school is not enrolled to capacity and continues to accept enrollments. 371 pupils withdrew from the school.

23. If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding the ages for enrollment in those grades.

**Compliant**

24. A determination whether the charter school refrains from charging tuition or fees, except for those fees that are authorized by specific statute or by the written charter of the charter school.

**Compliant**

25. A determination whether the charter school provides written notice within the first 10 days of school each year to the parents and legal guardians of pupils enrolled in grades 9 to 12, inclusive, whether the charter school is accredited by the Commission on Schools of the Northwest Association of Schools and of Colleges and Universities. (NRS 386.550(1)(m), NAC 386.350(10))

**Compliant**

26. A determination whether the charter school complies with NRS 386.583 regarding the adoption of rules for academic retention.

**Compliant**

27. A determination of whether the charter school maintains the type and amount of insurance (a) required by NAC 386.215, (b) in a manner that complies with paragraph (l) of subsection 1 of NRS 386.550, which may include workers' compensation insurance, or is otherwise prepared to hold harmless, indemnify and defend the sponsor of the charter school as required by that paragraph.

**Compliant**

Comments: Two insurance affidavits were submitted, both indicating coverage from July 1, 2009, to July 1, 2010. Between the two affidavits, all requirements appear to be met.

Two certificates were submitted as well.

28. A determination whether the written inventory of equipment, supplies and textbooks that is maintained by the charter school pursuant to NAC 386.342 is current and accurate.

Compliant

29. A determination whether the charter school operates for profit. (NRS 386.553)

Compliant

30. A determination whether the charter school has reimbursed the Department in the preceding year, for the appropriate (1.5% or 2%) administrative costs associated with sponsorship. (NRS 386.570(3)(4))

Compliant

31. A determination whether the charter school has recorded for enrollment and payment purposes any student who is also enrolled in a private school or a program of homeschooling, either on a full-time or part-time basis. (NRS 386.505(2))

Compliant

32. A determination whether the charter school has satisfied the requirements of a final adjustment of state payment of basic support (to include special education units and funding), and all over-payments made to the charter school have been repaid to the state as due and payable. (NRS 387.1243(4) and (5))

Compliant

33. A determination whether the charter school has refrained from using public money to purchase real property or buildings without the approval of the sponsor. (NRS 386.550(1)(k))

Compliant

34. A determination whether, if the charter school used money obtained from the state to purchase real property, buildings, equipment or facilities, the governing body of the charter school assigned a security interest in the property, buildings, equipment or facilities to the state. (NRS 386.570(8), 387.205, 387.207)

Compliant

35. A determination whether the charter school has reported to the Department all required information on licensed employees employed by the school as of October 1 of the latest year. (NRS 386.590(10))

Compliant

36. A determination whether the annual NRS 387.303 financial report was submitted on time and properly completed.

Compliant

37. A determination whether the Section 42 LBC File No. R026-09 annual audit has been completed, submitted to the governing body for review at a public meeting not later than 120 days after the close of the fiscal year for which the audit is conducted, and submitted to the Department.

**Compliant**

38. A determination whether the charter school utilizes the Chart of Accounts prescribed by the Department. (NAC 386.390(2))

**Compliant**

39. A determination whether the charter school complies with requirements to participate in the automated system of accountability information for Nevada (SAIN). (NRS 386.650)

**Compliant**

Comments: The school missed one SAIN conference call. The calls are intended to keep schools informed regarding SAIN and help them maintain compliance with SAIN requirements.

40. A determination whether the charter school has documented and accounted for all students according to their county/school district of residence. (NRS 387.1233(1)(a))

**Compliant**

41. A determination whether the charter school has submitted its school calendar and all of its required monthly enrollment and attendance reports. (NAC 387.120, 387.280)

**Compliant**

42. A determination whether, if the charter school uses distance education, it complies with distance education law and regulations. (NRS 388.820, NAC 388.800)

**Compliant**

43. A determination whether, if the school provides a nutrition program, the school complies with local, state, and federal requirements for the program.

**Compliant**

44. A determination whether, if the school provides career and technical education programs, those programs comply with applicable statute and regulation, including but not limited to NAC 386.415.

**Not applicable**

45. Evaluation of the school's progress in achieving its educational goals and objectives (NRS 386.610(1))

**Progress is satisfactory**

**46. Accountability Report (NRS 386.605)**

**See attached**

## Nevada Report Card

# Nevada Connections Academy



5690 Riggins Ct, Suite B  
Reno, NV 89502

Ph: 775-826-4200 Fax: (775) 826-4288

Gerald (Jerry) Krummel, Principal

Grade Levels: K-12

Website: [www.connectionsacademy.com](http://www.connectionsacademy.com)

## 2009-2010 School Accountability Summary Report

For more information visit [www.nevadareportcard.com](http://www.nevadareportcard.com)

### Mission Statement

Nevada Connections Academy's mission is to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program.

---

### Principal's Highlights

NCA has had a very busy year. Here are the highlights of the year.

- NCA graduated 8 out of 11 students in 2008-09 for a 73% graduation rate for the school's first ever graduating class.
- Several graduates went on to universities such as UNLV, UNR, and St. Mary's
- NCA retained all but 1 part time teacher, meeting our goal of retaining 90% of our teachers
- NCA out performed the state in elementary reading, science & high school reading on the state tests.
- Held at least one field trip per month in Reno, Las Vegas, Elko and Winnemucca
- Conducted student and parent satisfaction surveys to help inform the administration of needed improvements
- Monthly school newsletters to keep parents and students informed of school events and student achievements

---

### Goals and Objectives

#### Goal 1

NCA will show 5% gain in the number of students who meet or exceed standards in 5th and 8th grade writing proficiency

#### Objective(s):

Measureable by a greater than 5% gain of 09-10 over 08-09 in state assessments.

#### Goal 2

NCA will meet AYP K-8 and 9-12 levels for participation in math

#### Objective(s):

Measurable by participation on state mandated CRT and HSPE tests will be equal to or greater than 95%

#### Goal 3

NCA will meet AYP for math performance in grades 10-12, white/Caucasian sub group math HSPE test

#### Objective(s):

Measurable by results of state HSPE math test

## Demographics and Student Information

Data are provided by the Nevada Department of Education using the state student information system. Demographic profiles are reported by gender, race/ethnicity, and special student populations as of count day. Student Average Daily Attendance (ADA) is the percentage of the school enrollment in attendance on an "average school day" as of the 100th day of school.

	Enrollment #		Enrollment %		Avg Daily Attendance		
	School	District	School	District	School	District	State
Total Students	1,348	6,008	100.0 %	100.0 %	93.8 %	93.7 %	94.6 %
Male	655	2,955	48.6 %	49.2 %	*	*	*
Female	693	3,053	51.4 %	50.8 %	*	*	*
American Indian/Alaskan Native	37	155	2.7 %	2.6 %	91.4 %	93.5 %	93.4 %
Asian/Pacific Islander	73	419	5.4 %	7.0 %	94.5 %	95.7 %	96.2 %
Hispanic	198	824	14.7 %	13.7 %	93.4 %	93.3 %	94.6 %
Black/African American	144	617	10.7 %	10.3 %	93.8 %	93.6 %	93.3 %
White	896	3,993	66.5 %	66.5 %	93.9 %	93.6 %	94.6 %
IEP	109	293	8.1 %	4.9 %	94.5 %	92.0 %	93.1 %
LEP	-	-	-	-	-	-	95.1 %
FRL	499	522	37.0 %	8.7 %	92.2 %	93.3 %	94.1 %
Migrant	N/A	N/A	N/A	N/A	*	*	*

IEP = Students with Disabilities  
 LEP = Students with Limited English Proficiency  
 FRL = Students qualifying for Free/Reduced Lunch

\* indicates data not presented for groups fewer than 10.  
 'N/A' indicates a population of zero.  
 \*\* indicates data are not available.

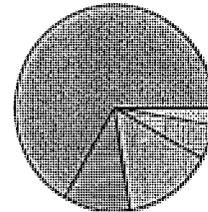
## Transiency, Truancy, and Discipline

	School	District
Transiency Rate	45.8 %	56.5 %
Habitual Truancy - # of Incidents	0	37
<b>Discipline - # of Incidents Resulting in Suspension/Expulsion for:</b>		
Violence to Other Students	0	14
Violence to Staff	0	0
Possession of Weapon	0	3
Distribution of Controlled Substance	0	0
Possession/Use of Controlled Substance	0	5
Possession/Use of Alcohol	0	1
Habitual Disciplinary Expulsions	24	26

Incidents are reported at the school where the action occurred.  
 Data reported as of the end of the school year.

## Student Ethnicity

Data reported by NDE as of count day.



- White (66.5%)
- Black/ African American (10.7%)
- Hispanic (14.7%)
- Asian/ Pacific Islander (5.4%)
- American Indian/ Alaskan Native (2.7%)

## Student/Teacher Ratio

Grade	School	District
ALL	-	25:1

\*\* Teachers may serve multiple grades as needed. Therefore, Student/Teacher Ratio is reported for the school as a whole. Student/Teacher Ratio is listed for all grade levels where students do not rotate to different teachers.  
 Data reported as of December 1.

## Average Class Size

Subject Area	School	District
English	33	25
Mathematics	39	24
Science	55	25
Social Studies	54	28

Average Class Size is listed for all core classes where students rotate to different teachers for different subjects.  
 Data reported as of December 1.

### Retention/Credit Deficiency

Grade/Class of	School #	School %	District #	District %
K	0	0.0 %	0	0.0 %
1	1	2.6 %	2	0.7 %
2	0	0.0 %	2	0.8 %
3	2	3.6 %	3	1.2 %
4	1	1.5 %	1	0.3 %
5	4	4.8 %	4	1.2 %
6	1	0.7 %	1	0.2 %
7	1	0.6 %	1	0.2 %
8	2	1.3 %	6	1.3 %
Class of 2013	0	0.0 %	175	23.4 %
Class of 2012	73	46.2 %	229	37.2 %
Class of 2011	87	62.1 %	219	33.8 %
Class of 2010	54	74.0 %	106	22.6 %

Data as of: Count Day

For grades 9-12 this table shows the number and percent of students who are expected to graduate in a given year that are credit deficient. Because of the changes in law (NAC 387.659) that affect the way credit deficient students are identified, no comparison should be made between 2009-2010 results and any prior year.

### High School Completion Indicators: Class of 2009

	Standard Diploma		Advanced Diploma		Adult Diploma*		Adjusted Diploma		Cert. of Attendance+	
	#	%	#	%	#	%	#	%	#	%
State	16,086	71.0 %	3,996	17.6 %	73	0.3 %	1,351	6.0 %	1,166	5.1 %
District	156	76.8 %	43	21.2 %	N/A	N/A	N/A	N/A	4	2.0 %
School	12	100.0 %	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*N/A indicates that no diplomas or certificates of this type were issued.

\* Adult diplomas issued to 12th grade students enrolled in a program of alternative education are included in these figures.

+ Certificates of Attendance are given to students who did not receive a diploma only because they did not pass the Nevada High School Proficiency Exam.

### Nevada System of Higher Education (NSHE): Fall 2009

Students enrolled in remedial courses within the Nevada System of Higher Education (NSHE) do not reflect all graduates. Some graduates do not attend college or they attend college out of state.

	# Enrolled	# Remediated	% Remediated
District	36	9	25.0 %
School	0	0	

## Adequate Yearly Progress (AYP)

Elementary Designation: Adequate

Nevada Connections Academy has been classified as a school which demonstrated Adequate Yearly Progress during the 2009-2010 school year. Classification as demonstrating AYP is due to the schools meeting all No Child Left Behind criteria in the areas of English language arts (ELA), mathematics, and the school-wide other indicator.

High Designation: Adequate

Nevada Connections Academy has been classified as a school which demonstrated Adequate Yearly Progress during the 2009-2010 school year. Classification as demonstrating AYP is due to the schools meeting all No Child Left Behind criteria in the areas of English language arts (ELA), mathematics, and the school-wide other indicator.

## Summary of Standards-Based Test Performance

Nevada uses criterion referenced tests (CRTs) and the High School Proficiency Exam (HSPE) to measure student achievement relative to Nevada's academic standards. Data in these tables are a compilation of test results for grades represented at this school and may not represent the figures that were used to determine this school's Adequate Yearly Progress. For grade-specific assessment results and other assessment information, refer to the Nevada Report Card Website at [www.nevadareportcard.com](http://www.nevadareportcard.com).

ED = Percentage of students performing in the lowest range of achievement (Emergent/Developing)  
 AS = Percentage of students performing in the Approaches Standards range of achievement  
 MS = Percentage of students performing in the Meets Standards range of achievement  
 ES = Percentage of students performing in the highest range of achievement (Exceeds Standards)

K-8	Reading				Writing				Mathematics				Science			
	ED	AS	MS	ES	ED	AS	MS	ES	ED	AS	MS	ES	ED	AS	MS	ES
State	6 %	30 %	42 %	22 %	6 %	42 %	45 %	7 %	12 %	24 %	54 %	10 %	24 %	26 %	38 %	12 %
District	6 %	26 %	43 %	25 %	8 %	43 %	41 %	7 %	18 %	26 %	48 %	8 %	29 %	22 %	35 %	15 %
School	2 %	19 %	52 %	28 %	5 %	47 %	46 %	3 %	17 %	27 %	54 %	3 %	16 %	25 %	42 %	18 %

∩ indicates data not presented for groups fewer than 10.  
 'N/A' indicates that data are not available.

9-12	Reading				Writing				Mathematics			
	ED	AS	MS	ES	ED	AS	MS	ES	ED	AS	MS	ES
State	1 %	5 %	45 %	49 %	2 %	13 %	82 %	3 %	3 %	25 %	55 %	17 %
District	0 %	3 %	41 %	56 %	9 %	14 %	74 %	3 %	5 %	37 %	46 %	12 %
School	2 %	1 %	41 %	56 %	1 %	11 %	86 %	2 %	4 %	37 %	50 %	9 %

∩ indicates data not presented for groups fewer than 10.  
 'N/A' indicates that data are not available.

## Parent/Community Involvement

Communication with NCA parents is an extremely important part of the program. It is carried out in many ways, including the following:  
 A monthly newsletter delivered via email to all parents and learning coaches to inform parents of activities of the school including field trips and events for the benefit of the students.

A monthly Principal's Chat, in which parents are invited to share concerns directly with the principal in a LiveLesson™ online chat. Emails sent directly to students regarding upcoming activities in which their student may want to participate.

At the elementary level, biweekly phone conversations with parents and students to discuss the progress of the student in school overall

At the secondary level, telephone conversations monthly with parents and students to discuss student progress.

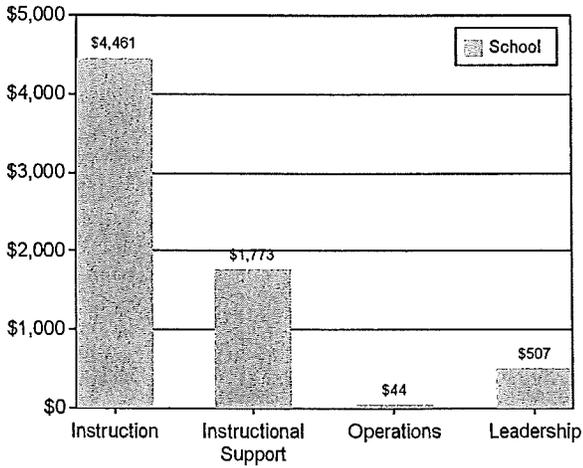
Weekly teacher to student communication via LiveLesson™, phone conversation, email or other means in which parents are invited to participate

## Per-Pupil Expenditures 2009-2010

The Nevada Department of Education in consultation with InSite adjusted the formula used to calculate per pupil expenditures beginning with the 2009-2010 Annual Reports of Accountability, rendering comparisons between this year and past years data inappropriate.

NCA Total Cost Per Pupil = \$6,784.65  
 District Total Cost Per Pupil = (No data found)

**Per-Pupil Expenditures By Category**



Schools showing only \$0 have not been in operation long enough to have data for 2008-2009.

## Personnel Information

### Classes Not Taught by Highly Qualified Teachers

	School %	District %
Elementary	40.0 %	19.4 %
Arts	100.0 %	60.0 %
English	0.0 %	15.2 %
Foreign Language	0.0 %	0.0 %
Mathematics	0.0 %	0.0 %
Science	0.0 %	21.3 %
Social Studies	37.5 %	18.3 %

'N/A' indicates that these subjects or grade levels are not present. Data obtained from the Office of Teacher Licensure as of May 2010.

Highly qualified teachers hold a minimum of a bachelor's degree, are licensed to teach in the State of Nevada, and have demonstrated competence in their teaching area.

### Teacher ADA and Licensure Information

	Teacher Average Daily Attendance Rate	Teachers providing instruction:		
		Pursuant to NRS 391.125 (Emergency Credential)	Pursuant to waiver with State Approval	Without an endorsement for the subject area
State	95.6 %	1,168	14	76
District	95.9 %	2	0	4
School	88.9 %	0	0	0

Teacher Average Daily Attendance (ADA) is the percentage of licensed educators who provided instruction to students in classrooms on an "average school day".

'N/A' indicates that data are not available.

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

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

KEITH W RHEAULT  
*Superintendent of Public Instruction*

STATE OF NEVADA

DONNELL BARTON  
*Interim Deputy Superintendent*  
Instructional, Research and Evaluative  
Services

GREG T. WEYLAND  
*Deputy Superintendent*  
Administrative and Fiscal Services



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July 22, 2011  
Via email

Jamie Castle, Governing Body President  
Nevada Connections Academy  
1354 Kingsley Lane  
Carson City, NV 89701

Dear Ms. Castle:

Enclosed please find the final 2010-2011 school year NRS 386.610 and NAC 386.410 Annual Performance Audit for your Nevada State Board of Education-sponsored charter school. These audit findings potentially will be submitted to the State Board during the October, 2011 meeting.

Don't hesitate to contact me at 775.687.9178 or [akellogg@doe.nv.gov](mailto:akellogg@doe.nv.gov) with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Allyson Kellogg".

Allyson Kellogg  
Management Analyst

cc: Jennifer Dukek

**2010-2011  
APA Item**

Reviewer	09-10 Final result	NV Conn 3/14 response	NCA Final 10-11 APA	Comment
Tom M	No	Yes	Yes	1. A determination whether the charter school and its governing body comply with the terms and conditions of operation set forth in the written charter. Review any changes to the Report Summary for NAC 386.350 (3).
Susanne Etter		Yes	Yes	a. Admin Salary review
Tom M	Yes	No	Yes	2. A determination whether the membership of the governing body of the charter school complies with NRS 386.549 and NAC 386.345, including, without limitation, whether:
Tom M	Yes	Yes	Yes	a. The governing body consists of at least three teachers, as defined in subsection 4 of NRS 386.549;
Tom M	Yes	No	Yes	b. A majority of the members of the governing body reside in the county in which the charter school located; and
Tom M	Yes	Yes	Yes	c. Each member of the governing body has filed an affidavit with the Department.
Tom M	No	No	Yes	3. A determination whether the governing body has held at least one regularly scheduled public meeting in the county in which the charter school is located during each calendar quarter and each meeting complied with chapter 241 of NRS.
Allison Kellogg		Yes	Yes	a. Audio recordings available and audible for all meetings
Tom M	Yes	No	Yes	4. A determination whether the governing body and the charter school comply with the provisions of NRS 332.800.
Tom M	Yes	No	Yes	5. Upon examination of the agenda and minutes of each meeting of the governing body and the reports submitted to the governing body during each meeting, a determination whether the governing body is fulfilling its duty to evaluate the performance of each entity with whom the governing body has entered into a contract, including, without limitation, the performance of an educational management organization.
Stephanie Hartman	N/A	Yes	Yes	6. If the charter school is dedicated to providing educational programs and opportunities for pupils who are at risk, a determination whether the educational program and services provided to those pupils is appropriate and carried out in an effective manner.
Susanne Etter	No	No	No	7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management.
Roger Rahming	Yes	Yes	Yes	8. A determination whether all money received by the charter school from this State and from the board of trustees of a school district is deposited and maintained in a bank, credit union or other financial institution in this State .
Adrienne Lawrence	Yes	Yes	Yes	9. A determination whether the charter school has adopted a final budget, as required by NRS 386.550 and NAC 386.370 and R026-09 Sec 32.
Susanne Etter	Yes	No	No	10. A determination whether the charter school complies with NRS 386.573 regarding orders for payment of money.
Carol Mason	Yes	Yes	Yes	11. A determination whether the charter school administers achievement and proficiency examinations in accordance with chapter 389 of NRS and chapter 389 of NAC.
Diana Hollander	No	Yes	Yes	12. A summary of the manner in which the charter school ensures the health and safety of the pupils enrolled in the charter school, including, without limitation, a determination whether the charter school:
Allison Kellogg	Yes	Yes	Yes	a. Complies with the requirements for reporting the abuse or neglect of a child;
Allison Kellogg	Yes	Yes	Yes	b. Complies with Title V of the Rehabilitation Act of 1973, 29 U.S.C. 791 et seq.;
Allison Kellogg	Yes	Yes	Yes	c. Provides adequate health services;
Allison Kellogg	No	Yes	Yes	d. Maintains records of the immunizations required of pupils in accordance with NRS 392.435;
Diana Hollander	Yes	Yes	Yes	e. Complies with NRS 392.450 by providing drills for pupils in the appropriate procedures to be followed in the event of an emergency and by posting escape routes; and

Allyson Kellogg	f. Comply with the requirements for crisis response in public school in accordance with NAC 392.600 to 392.656, inclusive.	Yes	Yes	Yes	Insurance is now expired. Please submit as soon as possible.
Allyson Kellogg	13. A determination whether each facility that the charter school occupies complies with applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation.	Yes	Yes	Yes	
Stephanie Hartman	14. A determination whether the charter school complies with NRS 386.585, including, without limitation, whether the charter school:	Yes	Yes	Yes	
Stephanie Hartman	a. Provides a copy of the rules of behavior, prescribed punishments and procedures to be followed in imposing punishments to each pupil;	Yes	Yes	Yes	
Stephanie Hartman	b. Maintains, for public inspection at the charter school, a copy of the rules of behavior, prescribed punishments and procedures to be followed in imposing punishments; and	Yes	Yes	Yes	
Stephanie Hartman	c. Complies with the policies and procedures for the suspension and expulsion of pupils.	Yes	Yes	Yes	
Susanne Etter	15. A description of the attendance policy of the charter school and a determination whether the policy is:	Yes	Yes	Yes	
Susanne Etter	a. Distributed to each pupil in accordance with NAC 386.350; and	Yes	Yes	Yes	
Susanne Etter	b. Available for public inspection during the school's regular business hours.	Yes	Yes	Yes	
Angela Blair	16. If pupils with disabilities are enrolled in the charter school, a determination whether the provision of special educational services and programs to those pupils complies with the requirements set forth in chapters 388 and 395 of NRS and NAC 388.150 to 388.450, inclusive.	N/A	Yes	Yes	Nevada Connections will be reviewed Spring 2013
Stephanie Hartman	17. A determination whether the charter school provides instruction in the core academic subjects set forth in subsection 1 of NRS 389.018, as applicable for the grade levels of pupils who are enrolled in the charter school.	Yes	No	No	See attached detail
Stephanie Hartman	18. A determination whether the charter school provides at least the courses of study that are required of pupils by statute or regulation for promotion to the next grade or graduation from a public high school and requires the pupils who are enrolled in the charter school to take those courses of study.	No	No	Yes	See attached detail for unanswered question
Katherine Rohrer	19. A determination whether the charter school complies with NRS 386.590 regarding the employment of teachers and other educational personnel.	No	Yes	Yes	
Tom M	20. A determination whether the status of the employees of the charter school and the rights and benefits provided to those employees comply with NRS 386.595.	Yes	No	Yes	
Susanne Etter	21. A description of the manner in which the charter school maintains personnel records for its employees.	No	No	No	See attached detail
Tom M	22. A description of the procedure for the enrollment of pupils in the charter school, including, without limitation, whether the charter school enrolls pupils on the basis of a lottery system if more pupils who are eligible for enrollment apply for enrollment than the number of spaces that are available.	No	No	No	See attached detail
Susanne Etter	23. If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding the ages for enrollment in those grades.	Yes	Yes	Yes	
Susanne Etter	24. A determination whether the charter school refrains from charging tuition or fees, except for those fees that are authorized by specific statute or by the written charter of the charter school.	Yes	Yes	Yes	
Tom M	25. A determination whether the charter school provides written notice within the first 10 days of school each year to the parents and legal guardians of pupils enrolled in grades 9 to 12, inclusive, whether the charter school is accredited by the Commission on Schools of the Northwest Association of Schools and of Colleges and Universities. (NRS 386.550(1)(m), NAC 386.350(10))	Yes	Yes	Yes	
Stephanie Hartman	26. A determination whether the charter school complies with NRS 386.583 regarding the adoption of rules for academic retention.	Yes	No	Yes	

Allyson Kellogg	27. A determination of whether the charter school maintains the type and amount of insurance (a) required by NAC 386.215, (b) in a manner that complies with paragraph (l) of subsection 1 of NRS 386.550, which may include workers' compensation insurance, or is otherwise prepared to hold harmless, indemnify and defend the sponsor of the charter school as required by that paragraph.	Yes	Yes	Yes
Susanne Etter	28. A determination whether the written inventory of equipment, supplies and textbooks that is maintained by the charter school pursuant to NAC 386.342 is current and accurate.	Yes	Yes	Yes
Adrienne Lawrence	29. A determination whether the annual NRS 387.303 financial report was submitted on time and properly completed.	Yes	Yes	Yes
Adrienne Lawrence	30. A determination whether the Section 42 LBC File No. R026-09 annual audit has been completed, submitted to the governing body for review at a public meeting not later than 4 months after the close of the fiscal year for which the audit is conducted and approved by Board, and submitted to the Department within 30 days after that.	Yes	Yes	Yes
Adrienne Lawrence	31. A determination whether the charter school utilizes the Chart of Accounts prescribed by the Department. (NAC 386.390(2))	Yes	Yes	Yes
Andrew Swann	32. A determination whether the charter school complies with requirements to participate in the automated system of accountability information for Nevada (SAIN). (NRS 386.650)	No	Yes	Yes
Rick Rasmussen	33. A determination whether, if the charter school uses distance education, it complies with distance education law and regulations. (NRS 388.820, NAC 388.800)	N/A	N/A	N/A
Karen Chessell	34. A determination whether, if the school provides career and technical education programs, those programs comply with applicable statute and regulation, including but not limited to NAC 386.415.	Yes	N/A	N/A
Stephanie Hartman	35. Evaluation of the school's progress in achieving its educational goals and objectives (NRS 386.610(1))	Yes	No	Yes
Steve Canavero	36. Accountability Report (NRS 386.605)	Yes	N/A	N/A
				Will be addressed by posting Nevada Report Card

**NEVADA CONNECTIONS ACADEMY**  
**ANNUAL PERFORMANCE AUDIT FOR STATE SPONSORED CHARTER SCHOOLS**  
**FINAL DETERMINATION**  
**2010-2011 SCHOOL YEAR**  
**BY Matt Denton**  
**Audit No: 11-2706-253**

We have reviewed the school's response and corrective action plan for the noted non-compliances for the 2010-2011 school year. The NDE audit staff has made the following final determinations for compliance with NAC 386.410 items (1)(7)(10)(15)(21)(23)(24)&(28) per applicable NRS and NAC:

1. A determination whether the salary or other compensation of an administrator employed by a charter school that is derived from public funds does not exceed the salary or other compensation, as applicable, of the highest paid administrator in a comparable position in the school district in which the charter school is located, pursuant to NRS 386.590(7-8).

**COMPLIANT**

7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management.

**NON COMPLIANT**

See Item #10 for related non compliant expenditures.

**COMMENTS:** In addition to non compliance for expenditures, we noted that the Academy did not use a receipting procedure for collecting funds from students or parents.

**CORRECTIVE ACTION:** Nevada Connections Academy should create and implement a receipting procedure for collecting funds from students or parents. Adequate receipting procedures would include using pre-numbered receipt books for transactions or pre-numbered ticket rolls for events. Prior to deposit, a designee should agree all funds collected to the issued receipts or purchased tickets. All receipting documents should be maintained along with the bank deposit slip as supporting documentation. In addition, the Academy should update their policies and procedures manual to include the revised receipting process.

**RESPONSE:** Nevada Connections Academy stated that the Academy is fully compliant with NRS 386.390(1) as evidenced by the independent audited financial statements. In addition, the Academy's response included the use of an adequate receipting procedure for collecting funds and updating their Fiscal Controls Manual.

**STATUS: NON COMPLIANT.** Nevada Connections Academy was not compliant with this item, NAC 386.410(7), for the 2010-2011 school year. NDE does not question the Academy's compliance with generally accepted accounting principles for financial reporting as attested by the independent auditing firm. Nevertheless, Nevada Connections Academy was issued a non compliance for the following: NAC 386.410(7) "A determination whether the charter school has complied with generally accepted

standards of accounting and fiscal management.” This specific non compliant determination was made based on our review of fiscal management. As the state sponsor for Nevada Connections Academy, we are concerned with the management of all revenues and expenditures that flow through the school. We require adequate internal controls to provide reasonable assurance that school funds are safeguarded. NDE accepted the corrective action plan for collection of funds and will monitor the improvements during the 2011-2012 annual performance audit.

**10.** A determination whether the charter school complies with NRS 386.573 regarding orders for payment of money.

#### NON COMPLIANT

COMMENTS: During our review of expenditures, the following issues were noted:

1. There was no evidence of administrative approval for most of the school's expenditures. School staff does not regularly complete a request for check or purchase order for payments. It was also noted that some non-payroll expenditures were pre-approved by the academy's governing body. The academy's Fiscal Controls Manual states that "the school will develop and maintain simple check request and purchase order forms to document the authorization of non-payroll expenditures...the monthly invoices from Connections Academy LLC will be approved and/or ratified by action of the Board. All proposed expenditures must be approved by the Principal, who will review to determine whether it is consistent with the Board-adopted budget, and sign the check request form or approve the invoice.”
2. There was no supporting documentation for one check tested, check 1139 for \$150. This appeared to be an isolated incident.
3. Voided checks are shredded. No documentation is maintained to verify the void.

**CORRECTIVE ACTION:** Nevada Connections Academy should follow their Fiscal Controls Manual to ensure that a check request form or purchase order is completed for each non-payroll expenditure. The principal should be responsible for reviewing and approving these requests prior to issuing payment. In addition, the academy should ensure that original source documents are maintained to support each expenditure. If the governing body is responsible for the approval of specific expenditures other than Connections Academy invoices, then the Academy should update their Fiscal Controls Manual to include these payments. For voided checks, the Academy should make and maintain a copy of the check prior to shredding the original. This will allow for verification of voids.

**RESPONSE:** Nevada Connections Academy's response and corrective action included oversight to ensure that school staff adheres to the Fiscal Controls Manual for purchasing. In addition, the Academy will update the Fiscal Controls Manual to include applicable board-approved invoices as well as a procedure for verifying voided checks.

**STATUS: NON COMPLIANT.** Nevada Connections Academy was not compliant with this item for the 2010-2011 school year. NDE accepted the corrective action plan and will monitor the improvements during the 2011-2012 annual performance audit.

**15.** A description of the attendance policy of the charter school and a determination whether the policy is (NAC 386.350(4)):

- a. Distributed to each pupil at the beginning of the school year and to each new pupil who enters the school during the school year; and
- b. Available for public inspection at the school

**COMPLIANT**

Per 2010-2011 Pupil Enrollment and Attendance Audit (PEAA)

**21.** A description of the manner in which the charter school maintains personnel records for its employees. A determination whether employee files contain all of the required elements. (Per Charter School Operation Manual, page 19, "Employee Files")

**NON COMPLIANT**

**COMMENTS:** During our review of employee files, the following issues were noted:

1. The contracts or employment offers on file for 7 employees were not signed by the employee.
2. I-9 forms on file for 14 employees were not completed in full. We noted that required signatures and/or employment start dates were not entered for 10 employees. We also noted that identification copies were not available and/or not adequate for 4 employees.
3. A W-4 form was not on file for 3 employees.

**CORRECTIVE ACTION:** Nevada Connections Academy must ensure that employment offers, contracts, W-4s and I-9 forms are properly signed and maintained in each employee's file. The Academy must also ensure that all I-9 Forms are completed in full.

**RESPONSE:** Nevada Connections Academy's response and corrective action included the following:

1. Contracts are not required to be maintained in the employee files per the Charter School Operation Manual.
2. The Academy will ensure that I-9 forms are completed and maintained with copies of identification.
3. The Academy will ensure that required documents are maintained for employees.

**STATUS: NON COMPLIANT.** Nevada Connections Academy was not compliant with this item for the 2010-2011 school year. The Academy has asserted applicable personnel documents (I-9, W-4) are being reviewed and files will contain complete documentation. NDE accepted the corrective action plan and will monitor the improvements during the 2011-2012 annual performance audit.

We acknowledge that currently employee contracts or offers are not specifically listed as a personnel item in the Charter School Operation Manual as noted in your response. This item has been removed from our non-compliance determination. We will update the Charter School Operations Manual to include terms of employment (i.e., employment contracts, offers of employment, at will agreements, etc.) as a required element for personnel files in the 2011-2012 school year. Nevada Connections Academy will be responsible for the maintenance of these records.

23. If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding age enrollment for pupils in those grades.

**COMPLIANT**

Per 2010-2011 Pupil Enrollment and Attendance Audit (PEAA)

24. A determination whether the charter school refrains from charging tuition or fees, except those that are authorized by specific statute or by written charter of the charter school. (NAC 386.150(3))

**COMPLIANT**

Audit confirmed that unallowable tuition and fees are not charged.

28. A determination whether the written inventory of equipment, supplies and textbooks that is maintained by the charter school pursuant to NAC 386.342 is current and accurate.

**COMPLIANT**

## **NEVADA CONNECTIONS ACADEMY ANNUAL PERFORMANCE AUDIT RESPONSE**

### **Item #7: Accounting and Fiscal Management**

The auditors' recommendations are acknowledged, and the school will take appropriate steps to improve its cash collections process. However, I believe that NCA is fully compliant with NAC 386.390(1) as evidenced by the fact that the school has received an unqualified opinion with no findings from an independent financial audit firm in each school year since inception. NCA currently has a fiscal controls policy in effect for Cash Collections, however there is no example of a Check Log provided. NCA has a receipt book used for incoming cash. During the audit, the receipt book was not presented as it is maintained by a teacher who coordinates all school fieldtrips and she was away for spring break. For checks that are collected in person, the individual collecting the money uses the receipt book and provides a receipt to the person(s) who provided the funds. NCA will maintain a Check Log. The log and receipts will be referenced with the deposit slip. These changes will be added to the Fiscal Controls Manual and submitted for Board approval.

### **Item #10: Orders for Payment of Money**

Corrective Action:

NCA currently has a fiscal control policy and check request and purchase order forms created; the school leader will review with staff and the Treasurer to ensure that future payments will use the forms and that per the policy, payment cannot be made until there is proper approval. In addition, the language regarding board-approved invoices will be expanded to allow the approval of additional invoices besides the invoices to Connections Academy LLC.

The Banking/Reconciliation section of the Fiscal Policy Manual will be amended to add voided checks. Copies of voided checks will be maintained on file before the original is destroyed.

Estimated date of completion: June 30, 2011

### **Item # 21: Personnel Records**

Prior to the audit, employee files were reviewed to ensure that all items from the list below provided in your 3/18/11 email, are contained within the files. Hard copy files were only maintained and prepared for people currently employed by Nevada Connections Academy or Connections Academy, as there was no indication that files were to be provided for former employees.

Per Charter School Operation Manual, page 19.

<http://nde.doe.nv.gov/SchoolsDistricts/Charter/2011/NewCharterManual.pdf>

#### **Employee Files**

The following documents must be in each employee's file:

1. Copy of teacher's license;
2. Copy of the W-4 form;
3. Copy of Driver's License;
4. Copy of Social Security Card;
5. Form I-9;

6. Copy of original job application
7. Fingerprinting information for any staff not teacher-licensed; and
8. Appraisal of the employee.

1. NCA teachers do not have contracts and the above list does not indicate that a contract or employment offer is required to be in the file.
2. A review of all personnel files revealed that I-9 documents were not completed properly in past years. The employee currently responsible for verifying I-9 forms is reviewing all documents, correcting any errors and ensuring that copies of appropriate identification are maintained in the files.
3. The three files that did not contain a W-4 form are not current employees, and were not employed at the time of the audit. Copies of all current and former employee documents are maintained in an on-line personnel management database and can be accessed upon request. The W-4 forms for former employees could have been provided upon request during the audit however, this item was not brought to our attention until the exit interview. The school will ensure that hard copies of all required documents are maintained in a hard file for current and former employees in the future.

## Nevada Connections Academy 2010-11 Annual Performance Audit (APA) Findings

### 1. Compliance with Charter

#### **Compliant**

Comment: Compliant for the NAC 386.350(3) report of all employees.

### 2. Governing Body Membership

#### **Compliant**

### 3. Governing Body Meetings

#### **Compliant**

Comment: Member Nilva missed at least three meetings during the reporting period: 9/21/10, 8/24/10, 10/19/10.

### 4. Compliance with Purchasing Act

#### **Compliant**

### 5. Governing Body Duty to Evaluate

#### **Compliant**

### 20. Employee Benefits

#### **Compliant**

### 22. Lottery/Enrollment

#### **Noncompliant**

Comment: The school submitted an enrollment waiting list of 798 names. This implies that an enrollment limit has been established at the school. R071-10, Section 2, requires a distance education school that wishes to limit enrollment to obtain permission from the Superintendent to do so. *Prior to R071-10*, there was also a requirement to obtain permission from the Superintendent to limit enrollment. No documentation of having received that permission was submitted for this report.

It is noted that the school is aware of the pre-R071-10 requirement referred to above. A November 26, 2008, letter from Keith Rheault to Jamie Castle gives permission to limit

enrollment for the 2008-09 school year only: "Please note that my approval is for this year only and that another request will need to be made [for subsequent years]."

Beginning with the 2011-12 school year, the school will need to comply with Adopted Regulation R071-10, Section 2 if it wishes to limit enrollment. Please note that the applicable part of that regulation, for a distance education school, is Subsection 1(c) and (5). You may obtain the "form prescribed by the Superintendent..." from the Department. The due date for the request is "Not later than the first day of the school year..."

## 25. Accreditation

### **Compliant**

Charter School	Annual Review Findings
Nevada Connections Academy	
Sec. 6 – At – risk students	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
Sec. 14 – NRS. 386.585 – Rules of Behavior	<ul style="list-style-type: none"> <li>• Compliant</li> </ul>
Sec. 17 – Core Academic Subjects	<ul style="list-style-type: none"> <li>• <b>Non-compliant</b> – <i>What is the course title or content of the science and social studies courses offered in grades K-8<sup>th</sup> grade?</i></li> </ul>
Sec. 18 – Course of Study & Graduation requirements	<ul style="list-style-type: none"> <li>• Compliant</li> <li>• <b>Answer not provided: Question: What remediation opportunities are you providing for the high numbers of students who are not passing some classes?</b></li> </ul>
Sec. 26 – NRS 386.583 - Academic Retention	<ul style="list-style-type: none"> <li>• Compliant</li> </ul>
Sec. 35 – Achieving educational goals & objectives	<p><i>Goal 1: Improving Opportunities for Student to Learn</i></p> <ul style="list-style-type: none"> <li>• Compliant</li> </ul> <p><i>Goal 2: Use of Effective Teaching Methods</i></p> <ul style="list-style-type: none"> <li>• Compliant</li> </ul> <p><i>Goal 3: Accurate Measurement of Educational Achievement of Students</i></p> <ul style="list-style-type: none"> <li>• Compliant</li> </ul>

**BRIAN SANDOVAL**  
*Governor*

**STATE OF NEVADA**

**STEVE CANAVERO**  
*Director*



**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

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

October 31, 2012  
Via email

Jamie Castle  
1354 Kingsley Lane  
Carson City, NV 89701

Ref: Nevada Connections Academy

Dear Ms. Castle:

Enclosed please find the final 2011-2012 school year Annual Performance Audit as required by NRS 386.610 and NAC 386.410 for your Nevada State Public Charter School-sponsored charter school. These audit findings potentially will be submitted to the SPCSA Board during the upcoming meeting.

Don't hesitate to contact me at 775.687.9178 or [akellogg@spsca.nv.gov](mailto:akellogg@spsca.nv.gov) with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Allyson Kellogg".

Allyson Kellogg  
Management Analyst

cc: Steve Canavero  
Katie Keating  
Kristen Mitchell  
Mindi Dagerman  
Scott Harrington  
Kelly McGlynn  
Jafeth Evelyn Sanchez

2011-2012  
APA Item

Reviewer	NCA 10-11 Final Audit	IV Connect Draft Audit	IV Connect 12 Final Audit	11-12 Final Comments
Tom McCormack	Yes	No	Yes	
Allyson Kellogg	Yes	Yes	Yes	
Tom McCormack	Yes	Yes	Yes	
Tom McCormack	Yes	No	Yes	
Allyson Kellogg	Yes	Yes	Yes	
Tom McCormack	Yes	Yes	Yes	
Tom McCormack	Yes	Yes	Yes	
Angela Blair	Yes	N/A	N/A	
Susanne Etter	No	Yes	Yes	
Allyson Kellogg	Yes	Yes	Yes	
Allyson Kellogg	Yes	No	Yes	
Susanne Etter	No	No	No	See enclosed detail.
Katherine Rohrer	Yes	Yes	Yes	
Allyson Kellogg	Yes	No	Yes	
Allyson Kellogg	Yes	Yes	Yes	
Angela Blair	Yes	Yes	Yes	
Susanne Etter	Yes	Yes	Yes	
Susanne Etter	Yes	Yes	Yes	
Susanne Etter	Yes	Yes	Yes	

1. A determination whether the charter school and its governing body comply with the terms and conditions of operation set forth in the written charter. Review any changes to the Report Summary for NAC 386.350 (3).

a. Admin Salary review  
2. A determination whether the membership of the governing body of the charter school complies with NRS 386.549 and NAC 386.345, including, without limitation, whether:

3. A determination whether the governing body has held at least one regularly scheduled public meeting in the county in which the charter school is located during each calendar quarter and each meeting complied with chapter 241 of NRS.

a. Audio recordings available and audible for all meetings  
4. A determination whether the governing body and the charter school comply with the provisions of NRS 332.800.

5. Upon examination of the agenda and minutes of each meeting of the governing body and the reports submitted to the governing body during each meeting, a determination whether the governing body is fulfilling its duty to evaluate the performance of each entity with whom the governing body has entered into a contract, including, without limitation, the performance of an educational management organization.

6. If the charter school is dedicated to providing educational programs and opportunities for pupils who are at risk, a determination whether the educational program and services provided to those pupils is appropriate and carried out in an effective manner.  
7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management.

8. A determination whether all money received by the charter school from this State and from the board of trustees of a school district is deposited and maintained in a bank, credit union or other financial institution in this State.

9. A determination whether the charter school has adopted a final budget, as required by NRS 386.550 and NAC 387.725 and NAC 387.730.

10. A determination whether the charter school complies with NRS 386.573 regarding orders for payment of money.  
11. A determination whether the charter school administers achievement and proficiency examinations in accordance with chapter 389 of NRS and chapter 389 of NAC.

12. A summary of the manner in which the charter school ensures the health and safety of the pupils enrolled in the charter school, including, without limitation, a determination whether the charter school:

13. A determination whether each facility that the charter school occupies complies with applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation.

14. A determination whether the charter school complies with NRS 386.585, including, without limitation, whether the charter school:

15. A description of the attendance policy of the charter school and a determination whether the policy is:

a. Distributed to each pupil in accordance with NAC 386.350; and

b. Available for public inspection during the school's regular business hours.

**2011-2012  
APA Item**

Reviewer	NCA 10-11 Final Audit	NV Connections Draft Audit	NV Connections 11-12 Final Audit	11-12 Final Comments
Angela Blair	Yes	N/A	N/A	
16. If pupils with disabilities are enrolled in the charter school, a determination whether the provision of special educational services and programs to those pupils complies with the requirements set forth in chapters 388 and 395 of NRS and NAC 388.150 to 388.450, inclusive.				
Angela Blair/ Katherine Rohrer	No	Yes	Yes	
17. A determination whether the charter school provides instruction in the core academic subjects set forth in subsection 1 of NRS 389.018, as applicable for the grade levels of pupils who are enrolled in the charter school.				
Angela Blair/ Katherine Rohrer	Yes	Yes	Yes	
18. A determination whether the charter school provides at least the courses of study that are required of pupils by statute or regulation for promotion to the next grade or graduation from a public high school and requires the pupils who are enrolled in the charter school to take those courses of study.				
Katherine Rohrer	Yes	Yes	Yes	
19. A determination whether the charter school complies with NRS 386.590 regarding the employment of teachers and other educational personnel.				
Tom McCormack	Yes	Yes	Yes	
20. A determination whether the status of the employees of the charter school and the rights and benefits provided to those employees comply with NRS 386.595.				
Alyson Kellogg	No	Yes	Yes	
21. A description of the manner in which the charter school maintains personnel records for its employees.				
Tom McCormack	No	Yes	Yes	
22. A description of the procedure for the enrollment of pupils in the charter school, including, without limitation, whether the charter school enrolls pupils on the basis of a lottery system if more pupils who are eligible for enrollment apply for enrollment than the number of spaces that are available.				
Susanne Ester	Yes	Yes	Yes	
23. If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding the ages for enrollment in those grades.				
Tom McCormack	Yes	Yes	Yes	
24. A determination whether the charter school refrains from charging tuition or fees, except for those fees that are authorized by specific statute or by the written charter of the charter school.				
Tom McCormack	Yes	Yes	Yes	
25. A determination whether the charter school provides written notice within the first 10 days of school each year to the parents and legal guardians of pupils enrolled in grades 9 to 12, inclusive, whether the charter school is accredited by the Commission on Schools of the Northwest Association of Schools and of Colleges and Universities. (NRS 386.550(1)(m), NAC 386.350(10))				
Angela Blair	Yes	Yes	Yes	
26. A determination whether the charter school complies with NRS 386.583 regarding the adoption of rules for academic retention.				
Alyson Kellogg	Yes	No	Yes	
27. A determination of whether the charter school maintains the type and amount of insurance (a) required by NAC 386.215, (b) in a manner that complies with paragraph (f) of subsection 1 of NRS 386.550, which may include workers' compensation insurance, or is otherwise prepared to hold harmless, indemnify and defend the sponsor of the charter school as required by that paragraph.				
Alyson Kellogg	Yes	No	No	Update to reflect changes in inventory
0				
Alyson Kellogg	Yes	Yes	Yes	
29. A determination whether the annual NRS 387.303 financial report was submitted on time and properly completed.				

**2011-2012  
APA Item**

Reviewer	2011-2012 APA Item	NCA 10-11 Final Audit	NV Connect ions Draft Audit	NV Connect ions 11- 12 Final Audit	1.1-12 Final Comments
Tom McComack	30. A determination whether the NAC 387.775 annual audit has been completed, submitted to the governing body for review at a public meeting not later than 4 months after the close of the fiscal year for which the audit is conducted and approved by Board, and submitted to the Department within 30 days after that.	Yes	Yes	Yes	
Allyson Kellogg	31. A determination whether the charter school utilizes the Chart of Accounts prescribed by the Department. (NAC 386.390(2))	Yes	Yes	Yes	
Allyson Kellogg	32. A determination whether the charter school complies with requirements to participate in the automated system of accountability information for Nevada (SAIN). (NRS 386.650)	Yes	Yes	Yes	
Kim Vidoni	33. A determination whether, if the charter school uses distance education, it complies with distance education law and regulations. (NRS 388.820, NAC 388.800)	N/A	Yes	Yes	
Karen Chessell	34. A determination whether, if the school provides career and technical education programs, those programs comply with applicable statute and regulation, including but not limited to NAC 386.415.	N/A	N/A	N/A	
Steve Canarero	35. Evaluation of the school's progress in achieving its educational goals and objectives (NRS 386.610(1))	Yes	Yes	Yes	
Katharine Rohrer	36. Accountability Report (NRS 386.605)	N/A	Yes	Yes	

Annual Performance Audit, 2011-12 School Year  
Items 1, 2, 3, 4, 5, 20, 22, 24, 25 30

School: Nevada Connections Academy

First year school? No

High school? Yes

NF = Not Found

NA = Not Applicable

**1. Compliance with charter: Noncompliant**

Did the school submit a revised NAC 386.350(3) report? NF

If the school did not submit a revised NAC 386.350(3) report, did the school submit a statement that the information for the report submitted in September 2011 has not changed? NF

To correct: Please provide either the revised report or a written statement that the information for the report has not changed since September 2011.

Now compliant; in the future please report this information under the headings A-I found on the form in AOIS.

**2. Governing body membership: Compliant**

Did the school provide the requested information for each board member? Yes

**3. Governing body meetings: Noncompliant**

Did the school provide a list of the dates of governing body meetings conducted since April 1, 2011 (except for first year schools, which should have meetings beginning no later than October, 2011)? A "2011-2012 Meeting Schedule..." was found in AOIS, but it does not appear to be a list of meetings that were actually conducted between April 1, 2011 and the present (for example, a meeting date of June 19, 2012, is included).

To correct: Provide the list of dates of meeting that were actually conducted.

Now compliant

4. Compliance with purchasing act: **Compliant**

Did the school provide a completed EMO questionnaire? **Yes**

Has the school submitted copies of all EMO contracts? **Yes**

Did the school provide the names of the persons and entities (except teachers employed by the governing body), including EMOs, with whom the school has/had contracts in the 2011-12 school year? **A number of contractors were identified.**

5. Governing body duty to evaluate: **Compliant**

Did the school provide the date of the governing body meeting at which the administrator was most recently evaluated? **Yes**

Did the school submit the evaluation instrument used to evaluate the administrator? **Yes**

20. Employee benefits: **Compliant**

Did the school submit a list of all school employees for which the school contributes to PERS? **Yes**

Did the school answer the question "Has the governing body entered into a collective bargaining agreement with the school's employees?" **Yes**

22. Lottery/enrollment: **Compliant**

Did the school provide a statement of whether it has an enrollment waiting list? It is **"currently not enrolled to capacity"** so it is assumed that it has no waiting list.

Did the school provide a statement of whether it has capped, closed or otherwise limited enrollment in the 2011-12 school year? **Yes**

If permission to limit enrollment was obtained from the State Superintendent, was evidence of that permission submitted? **Yes, note that, per NAC 386.353, the permission would need to be renewed for the 2012-13 school year, not later than the first day of the school year.**

24. Tuition/fees: **Compliant**

Was a list of all fees or a statement that no fees are received from pupils submitted? **Yes**

25. Accreditation (applies only to high schools): **Compliant**

For high schools only, was a copy of the written notice of accreditation status dated not later than 10 days after the first day of school for the 2011-12 school year submitted? **Yes**

30. Annual Audit: **Compliant**

Were dates of governing body meetings regarding the annual independent financial audit (NAC 387.775(5) and (9)) provided? **According to the 10/18/11 board meeting minutes, the audit was "accepted" by unanimous action of the board even though the agenda does not indicate "Review and Acceptance of 2010-2011 Audit report" as an action item. Please recall for the future the guidance that has been provided: "In case no 'recommendations' are provided in the report of the audit...in no case may the governing body avoid an action item regarding NAC 387.775(5) and (9) altogether." Connections did not avoid an action item, but the item was not identified as an action item in the 10/18/11 agenda.**

**NEVADA CONNECTIONS ACADEMY  
ANNUAL PERFORMANCE AUDIT – FINAL DETERMINATION  
FOR STATE PUBLIC CHARTER SCHOOL AUTHORITY  
2011-2012 SCHOOL YEAR  
BY Michael Shafer, Auditor  
Audit No: 12-2711-272**

7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management. NAC 386.410(7), NAC 387.765(1)

**COMPLIANT**

**PRIOR YEAR FINDING:** The school did not use a receipting procedure for collecting funds from students or parents. Additionally, items in Item #10 were also considered to be a finding for Item #7-fiscal management as well.

10. A determination whether the charter school complies with NRS 386.573 regarding orders for payment of money.

**NON COMPLIANT**

**COMMENTS:** The school appears to have in place a viable internal controls structure. However, some exceptions to the school's procedures were noted during our audit. There was an invoice from Pitney Bowes for postage refills which included charges to several Connections Academy schools (not just Nevada Connections Academy) and a finance charge. The finance charge was computed with a 22% interest rate and the interest charge was divided among the various schools (including Nevada Connections Academy) listed on the invoice. Since it is not clear why Nevada Connections Academy incurred this interest charge, the charge should be disallowed.

We noted several of the smaller dollar purchases were not pre-approved.

The school appears to correctly follow GSA travel rates for hotels, meals and mileage. However, the school's written travel policy should be updated to state GSA rates are used to reimburse employees for travel.

**CORRECTIVE ACTION:** During our exit conference with the school, representatives from Connections Academy (Nevada Connections Academy's Educational Management Organization (EMO)) stated that Pitney Bowles will total and credit the finance charges back in their June invoice. The EMO claimed they had taken steps to ensure this does not happen next year. The School claims to be in the process of setting up an open PO system for small purchases which will ensure appropriate pre-approvals.

The school stated they will add language specifically identifying the use of GSA rates to their travel reimbursement policy.

The School's corrective action appears reasonable.

**RESPONSE:** The School responded by stating three steps had been implemented to ensure these items to do not happen again:

- 1) Pamela Trickett, CPA, Connections Education Accounts Manager, stated that the Pitney Bowles incident was due to billing irregularities and the School will be credited any overages during the year. The process will also be modified going forward to have a single invoice which will eliminate the need for adjustments and credits at year end.
- 2) A purchase order system is in place for all purchases, including open purchase orders for ongoing school expenditures.
- 3) The Accounts Payable Department is currently in the process of drafting revisions to Nevada Connections' travel policy to include the use of GSA rules.

**STATUS: NON COMPLIANT**

We consider the School's corrective action to be reasonable.

**PRIOR YEAR FINDING:** The school did not have administrative approval for most expenses, there was no supporting documentation for one check that was tested and voided checks were just shredded with no documentation to prove the void.

**15.** A description of the attendance policy of the charter school and a determination whether the policy is (NAC 386.350(4)):

- a. Distributed to each pupil at the beginning of the school year and to each new pupil who enters the school during the school year; and
- b. Available for public inspection at the school

**COMPLIANT**

Per 2011-2012 Pupil Enrollment and Attendance Audit

**23.** If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding age enrollment for pupils in those grades.

**COMPLIANT**

Per 2011-2012 Pupil Enrollment and Attendance Audit

in A015?

**SECOND RESTATED AND RENEWED EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT BETWEEN CONNECTIONS ACADEMY OF NEVADA LLC AND NEVADA CONNECTIONS ACADEMY CHARTER SCHOOL**

**(JULY 1, 2013)**

This **SECOND RESTATED AND RENEWED EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT** ("Agreement"), is made and entered into by and between **CONNECTIONS ACADEMY OF NEVADA LLC** a Nevada limited liability company ("CA") and **NEVADA CONNECTIONS ACADEMY CHARTER SCHOOL**, a Nevada Public Charter School (the "Charter School") (individually a "Party" and collectively the "Parties").

**RECITALS**

**WHEREAS**, on the 17<sup>th</sup> day of March 2007, the Authorizer (as hereinafter defined) authorized the Charter School to operate a Distance Learning Charter School pursuant to Nevada Charter School law (the "Charter School Law") and on April 4, 2013 renewed the Charter School's right to operate a Distance Learning Charter School;

**WHEREAS**, CA has a proven record of providing innovative educational products and services outside the traditional classroom and successfully managing the day-to-day operation of virtual charter schools, including but not limited to providing the "Educational Products and Services" as defined in Section 1.9 below.

**WHEREAS**, the Charter School and CA, have previously entered into a Professional Services Agreement effective April 18, 2007, amended by Amendment #1, effective July 1, 2008 and Amendment #2 effective March 17, 2009 (the "First Agreement").

**WHEREAS**, the Charter School and CA subsequently entered into a Restated and Renewed Educational Products and Services Agreement, effective as of July 1, 2011 (the "Existing Agreement") that is set to expire June 30, 2013.

**WHEREAS**, the Charter School desires to renew the Existing Agreement with CA to provide such Educational Products and Services to the Charter School for certain eligible students qualifying for enrollment and public funding under the Charter School Law, and

CA desires to renew the Existing Agreement with the Charter School to provide such Educational Products and Services; and

**WHEREAS**, the Charter School and CA are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management of Educational Products and Services by CA to the Charter School.

**WHEREAS**, this Agreement supersedes and replaces the Existing Agreement; and

**NOW THEREFORE**, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Definitions.**

1.1 “**Academic Year**” shall mean the school year as defined by the School Calendar (as defined in Section 1.18).

1.2 “**Administrative Staff**” shall include the employees of CA holding the positions described in Section 3.4.

1.3 “**Affiliate**” shall mean any entity controlling, controlled by, or under common control with, CA.

1.4 “**Authorizer**” shall mean the Nevada State Board of Education or such other agency or entity that serves as the sponsor of the Charter School.

1.5 “**Budget**” shall mean the operating budget for the Charter School, as approved by the Governing Board according to the provisions of Section 10.

1.6 “**Charter**” shall mean the authorization to operate a Charter School granted by the Authorizer that specifies the Charter School’s mission, program, goals, students served, methods of assessment, ways to measure success, or any such other provisions allowed or required by the Charter School Law.

1.7 “**Confidential Information**” shall have the meaning set forth in Section 11 of this Agreement.

1.8 “**Course(s)**” shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in

Sections 2.1 and 2.2, respectively), augmented by State specific materials and instruction provided by Teachers through a variety of methods, including Livelesson presentations, that collectively shall meet the educational content or other standards established by the State of Nevada in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

1.9 **“Educational Products and Services”** shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below.

1.10 **“Effective Date”** shall be the date first written above.

1.11 **“Enrolled”** shall apply to a Student (as hereinafter defined) (a) who has completed all of the requirements for admission to the Charter School; has been notified of their acceptance in the Charter School; has not been expelled from the Program; has not been withdrawn from the Program by the parents or guardians or by the Student themselves if they are legally permitted to do so; has not been withdrawn from the Charter School for lack of attendance or participation; or has not enrolled in another full-time public or private school; and (b) for whom the enrollment requirements of the Charter School have been met.

1.12 **“Governing Board”** shall mean the Board of Directors of the Charter School.

1.13 **“Instructional Materials”** shall mean, collectively, the Tangible Instructional Materials, described in Section 2.1, and the Intangible Instructional Materials, described in Section 2.2 below.

1.14 **“Intellectual Property”** shall mean collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide now or in the future, including but not limited to, moral rights and similar rights, and shall in all cases include marketing data and materials and other related collateral developed by CA, regardless of whether such data, materials and collateral are developed specifically for the Charter School.

1.15 **“Learning Coach”** shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student’s parent or legal guardian, or the

Student where over 18 or emancipated, who will perform the responsibilities as defined in the Parent/Legal Guardian (Caretaker) Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, which shall be reviewed and approved annually by the Governing Board. Learning Coaches are not employees or contractors of either the Charter School or CA and shall not receive any compensation for their services.

1.16 **“Performance Review”** shall mean a review of CA’s performance under this Agreement, conducted at the Governing Board’s discretion; the design, performance criteria and the methodology which shall be developed by the Governing Board in consultation with CA and in accordance with all requirements under Nevada law.

1.17 **“Personalized Learning Plan”** or **“PLP”** shall have the meaning set forth in Section 3.1 of this Agreement.

1.18 **“School Calendar”** shall be the days when the Educational Services under this Agreement will be delivered to Students, Teachers and Learning Coaches, as defined by the School Handbook. CA will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Nevada law. The School Calendar for each Academic Year is subject to prior approval by the Governing Board and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

1.19 **“Special Needs Students”** shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act (“IDEIA”), as amended, or Section 504 of the Federal Rehabilitation Act of 1973.

1.20 **“Student”** shall mean a child who is enrolled in the Charter School.

1.21 **“Student Records”** shall mean those “educational records,” as defined in the Family Education Rights and Privacy Act (“FERPA”), 20 USC 1232g (a)(4)(A), which the Charter School or CA is required to retain in accordance with Nevada law.

1.22 “**Teachers**” are persons employed by the Charter School who provide educational instruction to Students.

1.23 “**Term**” shall have the meaning set forth in Section 7 of this Agreement.

**2. Educational Products to be Provided by CA.**

During the Term, CA shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 10, which may be adjusted from time to time at the mutual agreement of both Parties:

2.1 Tangible Instructional Materials. A non-exclusive, non-transferable, royalty-free sub-license to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement (“Tangible Instructional Materials”). The Tangible Instructional Materials shall be reviewed and approved annually by the Governing Board. The Charter School acknowledges and agrees that CA, its Affiliates, vendors, or both, are the sole owners of the Tangible Instructional Materials and that any payments to CA for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by CA of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by CA to the Charter School, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CA, its vendors, or both, as the case may be. CA shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer enrolled, whichever is sooner. CA may take reasonable action to ensure Students return any Tangible Instructional Materials unless prohibited by applicable law. CA and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student or Learning Coach retains or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional

Materials are listed in the Program Guide as being available in both physical and electronic form, CA shall provide the Tangible Instructional Materials, at a minimum, in electronic form, and in compliance with any IEP or 504 Plan.

2.2 Intangible Instructional Materials. A non-exclusive, non-transferable, royalty-free, license to use intangible educational materials that may include items such as online lesson content, lesson plans, Teachlet® tutorials and other intangible educational materials included in any Courses listed in the Program Guide during each applicable Academic Year during the Term of this Agreement (“Intangible Instructional Materials”). The Intangible Instructional Materials shall be reviewed and approved annually by the Governing Board. The Charter School acknowledges and agrees that CA, its Affiliates, its vendors, or both, are the sole owners of the Intangible Instructional Materials and that any payments to CA for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by CA of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by CA to the Charter School, the Students or Teachers of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CA, its vendors, or both, as the case may be.

2.3 Computer Hardware and Software. The Charter School may lease from CA: (a) such computer hardware, software, or both, that shall meet or exceed any specifications adopted by the Charter School or is otherwise required by law, for each Student who enrolls or household if more than one student in a household enrolls, and (b) any hardware, software, or both, required by Administrative Staff or Teachers (collectively “Hardware and/or Software”). Any Hardware and/or Software provided by CA will be the exclusive property of CA or its contractors and will be returned upon the termination of this Agreement or when the Student is no longer enrolled, whichever is sooner. The Hardware and/or Software may be updated from time to time with the approval of the Governing Board. The Charter School shall not be responsible for ensuring the return to CA of Hardware and/or Software supplied by CA to Students, but will be responsible for

returning any Hardware and/or Software provided by CA to Administrative Staff or Teachers. However, to the extent that such Hardware and/or Software is not recovered, CA may take reasonable action to ensure Students return the same, or in the case of Hardware and/or Software provided to Administrative Staff or Teachers, invoice the Charter School, unless prohibited by law for any Hardware and/or Software not returned. CA and the Charter School shall cooperate to ensure that Hardware and/or Software are, to the extent possible, recovered, and that no Student, Learning Coach, Administrative Staff, or Teachers obtain ownership of any such Hardware and/or Software. The Charter School may also elect to purchase its own Hardware and/or Software, and contract with CA to manage such Hardware and/or Software. If the Charter School elects to purchase or lease Hardware and/or Software for use by Students, Administrative Staff, or Teachers, it agrees that such Hardware and/or Software will meet or exceed the same specifications as that offered to the Charter School for lease by CA.

2.4 Office Products and Supplies. The Charter School may engage CA to provide office supplies, office equipment, furniture, and office related products that are not purchased by the Charter School ("Office Products and Supplies"). The Charter School acknowledges and agrees that CA and/or its vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by CA to the Charter School of such Office Products and Supplies provided under this Agreement. If the Charter School does not contract with CA to provide such Office Products and Supplies as described in this Section, then the Charter School shall be responsible for providing them at its own cost.

2.5 Learning Management System. CA will provide to the Charter School a non-exclusive, nontransferable, royalty-free, limited sub-license during the Term for the use of Connexus<sup>®</sup>, its Learning Management System ("LMS") by Administrative Staff, Teachers, Students, Learning Coaches and other individuals required to access the system in order to provide the Educational Services specified in this Agreement. The LMS will include features and functions required to meet the requirements of the Charter including: Assignment Management and Tracking, Communication Tools and Reporting. CA may update the features and functions of the LMS from time to time. The Charter School acknowledges and agrees that CA, its Affiliates, and/or their vendors are the sole owners

of the LMS through which certain of the Educational Services are delivered, and any content contained in the LMS is owned by CA, its Affiliates and/or their vendors. This Agreement does not constitute a transfer by CA to the Charter School, Administrative Staff, Teachers, Students, or Learning Coaches of any Intellectual Property rights in its LMS or any content contained in the LMS. All right, title, and interest in and to the LMS and any content contained in the LMS, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CA, its Affiliates, and/or their vendors.

### **3. Educational Services.**

During the Term, CA shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 10, which may be adjusted from time to time at the mutual agreement of both Parties.

3.1 Personalized Learning Plan Protocol. The ability for Teachers to create a Personalized Learning Plan (“PLP”) for each Student, as required to meet or exceed any educational standards established by the State of Nevada or required by the Charter.

3.2 Assessments. A series of assessments administered to Students to gauge mastery of core concepts and readiness for the State of Nevada’s standardized tests including but not limited to: (a) a placement evaluation; (b) an additional skills assessment for grades 3-8, designed to measure a Student’s level against standards, which will generally be administered to students enrolled during the first two (2) months of the Academic Year and those enrolled during the last two (2) months of the Academic Year; (c) other quantitative and qualitative assessments that will vary based on the grade and the Student’s progress, as shall be mutually agreed upon by the Governing Board and CA; (d) Progress Reports that shall be prepared for each Student at least quarterly, and (e) any methods of pupil assessment required by the Charter.

3.3 Standardized Tests. All Students shall be required to participate in the State of Nevada’s standardized tests to the same extent as students enrolled in any other Nevada public school. CA shall be responsible for establishing a testing plan that provides reasonable access to testing sites based on the Student’s residence that shall be included in the School Handbook as approved by the Governing Board. CA shall establish and

administer the procedures necessary for the delivery of such tests and shall provide to the Governing Board information concerning the percentage of Students participating in the testing program to the extent that their participation is legally required.

#### 3.4 Administrative Staff.

(a) Lead School Administrator. CA shall employ one or more persons who shall be designated as the “Principal” of the Charter School. The Principal shall be located in the main administrative office of the Charter School. The Charter School shall have the right to review and approve the selection of the Principal and his or her compensation shall be subject to prior review and approval by the Governing Board of the Charter School. If during the Term, there is more than one individual who is designated as “Principal” for the purpose of managing different grade levels with the approval of the Governing Board, CA may designate a common supervisor, a “Director”, to whom the Principals will report. The Principal, if there is only one such position, or the Director, if there is more than one Principal, or a Teacher, if acting as the Lead School Administrator if there is no Principal, shall be sometimes hereinafter referred to as the “Lead School Administrator”.

(b) Responsibility. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Governing Board, supervising administrative personnel, inspiring Teachers to teach, Students to learn, and Learning Coaches to engage in their Student’s learning. The Teachers shall report to the Lead School Administrator or such individual as shall have been designated by him or her, and the Lead School Administrator shall work primarily under the direction of the CA VP of Schools, or his/her designee, subject to oversight by the Governing Board. The Lead School Administrator shall comply with CA practices and protocols in the delivery of the Educational Services and shall report to CA as to the operation of the Charter School.

(c) Replacement of Lead School Administrator. The Governing Board shall participate annually in CA’s evaluation of the Lead School Administrator. The Governing Board shall have the right to request that CA replace the Lead School Administrator, in the event that the Governing Board is dissatisfied with his or her performance, and so

notifies CA in writing. Upon such written request, CA shall promptly take steps to replace the Lead School Administrator. In addition, CA may replace the Lead School Administrator at any time; provided that the Lead School Administrator's replacement and compensation shall be reviewed and approved by the Governing Board. Any replacement of the Lead School Administrator will be done so as to minimize the disruption to Students.

(d) Other Administrative Staff. CA may also employ one or more persons who shall be designated as Assistant Principals. Such staff shall report to the Lead School Administrator or his or her designee. Other Administrative Staff shall be employed in the same manner as Teachers and may also act as Teachers in addition to their other responsibilities, to the extent they hold the necessary qualifications and certifications to act as Teachers.

(c) Contracted Services. Charter School agrees to contract the following to CA, to the extent permissible under Nevada law and as approved by the Governing Board: human resources services including recruiting, payroll (including paying certain Administrative Staff directly, collecting and remitting taxes etc.), benefits administration, supervision and liability insurance etc. CA agrees to require sufficient background checks including fingerprinting as specified by law, for each employee or prospective employee, and to otherwise meet any other applicable regulatory requirements.

3.5 Community Coordinators and Group Activities. CA shall recruit individuals willing to volunteer their services to coordinate community activities that allow Students to apply their academic skills while interacting with other Students in their immediate geographic area ("Community Coordinator"). These activities will be opportunities for support, socialization and learning. Prior approval for these events must be obtained from the Lead School Administrator, and permission slips or signatures must be collected for each Student. The main communication tool for Community Coordinators will be the message boards, or other such medium for such communications, maintained by CA. The Community Coordinator shall be responsible for posting timely and relevant information in these message boards, or other such medium for such communications maintained by CA, moderating discussions and reporting any inappropriate or dangerous

behavior to the Lead School Administrator or his/her designee. Community Coordinators shall not be considered employees or contractors of CA or the Charter School. CA is not responsible for providing transportation to these group activities or otherwise providing for the cost of such activities, unless otherwise agreed or mandated by the individualized education plans (“IEP’s”). The local Community Coordinator shall work with Teachers, parents and Students to enrich the learning experience and distribute information about their local community. CA shall be responsible for obtaining any background checks for each Community Coordinator, as required under applicable law or regulation.

3.6 Educational Resource Center. CA shall provide access to additional educational support staff in the areas of special education, gifted education and curriculum services, with such staff being available to Teachers, Learning Coaches and Students, according to the terms of the School Handbook and other policies and procedures established by CA. Such resources will be available via email and toll-free telephone during School Calendar days, during the hours of 6 a.m. to 3 p.m. Pacific Time.

3.7 Instructional Staff Support and Development. All Teachers will receive access to all Instructional Materials supplied to Students, as necessary to conduct their teaching responsibilities. Teachers and Administrative Staff will be trained in the CA protocols. In addition, continuing professional development will be provided as required to support the delivery of the Educational Services and shall be sufficient to allow Teachers to comply with applicable Nevada statutes and regulations that specify professional development requirements.

3.8 Technical Support and Maintenance. CA shall provide technical support and maintenance of Hardware and/or Software provided by it to Students via email and toll-free telephone during the School Calendar days, during the hours of 6 a.m. to 3 p.m. Pacific Time. CA will only be responsible for providing repairs according to the policies outlined in the School Handbook, as approved by the Governing Board. For Students using their own computer hardware and software, CA shall provide initial technical support for non-CA supplied hardware and software to make sure that Students have the minimum requirements necessary to participate in the Educational Services, and then shall continue to provide technical support as necessary for the Students’ use of the LMS.

CA may contract with outside vendors for the provision of all or any portion of the technical support and maintenance as required herein.

3.9 Student Records. CA shall provide maintenance of Student Records in accordance with the Authorizer, state, local and federal requirements. CA shall maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations, and pursuant to the confidentiality provisions set out in Section 11 of this Agreement. CA shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations. All Student Record information shall remain the property of the Charter School and, to the extent not immediately available to the Charter School, shall be provided to the Charter School within five (5) business days of the Charter School's written request for such information. CA may retain a copy of such records subject to the confidentiality requirements of this Section. CA shall provide information on the performance of the Charter School and its Students to the Governing Board as required under Nevada law or upon request upon reasonable advance notice to enable the Governing Board to monitor CA's performance. CA will provide to the Nevada State Board of Education or other Authorizer, not later than fifteen (15) business days after the end of each fiscal year during which the contract is in effect, a written report that includes the amount of money received by CA from public and private sources to carry out the terms of this contract; and CA's expenditures relating to carrying out the contract.

3.10 Services to Special Needs Students. CA and the Charter School shall work together to ensure compliance with applicable laws and regulations concerning services to Special Needs Students. CA shall be responsible for ensuring the provision of necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

### 3.11 Office Facilities and Services.

(a) To the extent permissible under Nevada law, the Charter School may contract with CA to provide or maintain in good working order one or more offices, capital equipment, or furniture and fixtures.

(i) Any office space provided or managed by CA shall be ADA-compliant and meet any other requirements of the Charter, Charter School Law, or regulation. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Governing Board. CA agrees that it will have no beneficial financial interest in any approved lease. All leases negotiated on behalf of the Charter School or entered into by CA on behalf of the Charter School shall contain a cancellation clause consistent with the requirements of the Charter, unless otherwise approved by the Governing Board. In addition, in the event that this Agreement is terminated prior to its expiration, if CA has entered into the facility lease for the Charter School, to the extent permissible under Nevada law (A) CA shall have the unilateral option to assign any lease obtained on behalf of the Charter School to the Charter School, and the Governing Board shall accept any such assignment, subject to landlord approval if such approval is required, and (B) any capital equipment or furniture and fixtures owned by CA and located in the facility may be purchased by the Charter School at the then-current book value. If CA has entered into the facility lease for the Charter School, CA shall permit the Charter School to hold public meetings of the Charter School at such offices, without payment of rent.

(ii) If the Charter School does not elect to contract with CA to provide or manage its facilities and capital equipment, furniture and fixtures, then the Charter School shall be responsible for providing them at its own cost, and shall ensure that access to any facility that it maintains shall be ADA-compliant. Further, liability insurance for any facility leased directly or managed by the Charter School, and for any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

(b) The Charter School may contract with CA to provide telephone service, data lines, including Internet access, and such other similar services used by personnel who are engaged in providing Educational Services under this Agreement.

3.12 Financial and Other Reporting. CA will provide treasury and accounting reports for all CA activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School. CA will be responsible for providing to the Governing Board any such reports as are required by law, regulation, or the Charter, including a report of budgeted and actual expenses, and will assist in providing any information required by the Authorizer, Charter School, Nevada Department of Education or its auditors. CA acknowledges the Charter School's obligation under Section 386.405 of the Charter School Law to provide its sponsor a report regarding its financial relationship with CA. CA agrees to provide the Charter School with this information in a timely manner to allow the Charter School to comply with this requirement. Information on the performance of the Charter School and its Students shall be provided to the Governing Board, as required by this Agreement or upon request after reasonable advance notice to enable the Governing Board to monitor CA's performance. CA specifically acknowledges its responsibility to make information concerning the operation and management of the Charter School available to the Governing Board in order to enable it to fully satisfy its obligations under the Charter. CA shall also respond to requests for public records, subject to the ultimate control of the Charter School. Financial and other data will be available to the Governing Board separately from CA's operations or any other schools managed by CA.

3.13 Management of Hardware and/or Software. In the event that the Charter School leases any Hardware and/or Software from CA, CA shall provide for the management of such Hardware and/or Software. In the event that the Charter School purchases its own Hardware and/or Software, it shall separately contract with CA for the management of such Hardware and/or Software, unless the Charter School agrees in writing to provide management services comparable to those provided by CA and to assume all liability related to any failure by the Charter School to provide such management services.

3.14 Management of Instructional Materials. CA will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials to the Students and school personnel.

3.15 Other Management Services. CA will provide the administrative support necessary to deliver the Educational Products and Services (as described in Sections 2 and 3, respectively) for which it will be entitled to a management fee as defined in Section 10. CA will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement to the Fee Schedule described in Section 10 upon mutual agreement.

3.16 Non-delegable Duties. Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated by the Governing Board to CA pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

3.17 Other. CA will be responsible to provide such other services not specifically described herein but which are required by the Charter or Nevada law. CA will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement or the Fee Schedule described in Section 10 upon mutual agreement. To the extent that any of the terms, conditions, or provisions of the Charter conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule as mutually agreed upon by the Parties to account for any new or additional services not covered by the Fee Schedule.

3.18 Required provisions of contracts for services. CA must inform each person CA employs or hires and who provides a direct service to the Charter School, in writing, that (a) the person is not employed by the Governing Board; and (b) the provisions of NRS 386.595 do not apply to an employee of CA or any person hired by CA to perform a

service to the Charter School, including, without limitation, the provisions governing the status of employees of a charter school and their collective bargaining rights and benefits.

3.19 Annual Performance Review. The Governing Board will annually review CA's performance as defined in Section 1.16. If the Governing Board, based on its annual Performance Review conducted in accordance with Section 1.16 and pursuant to Nevada law, determines CA is not performing in a manner that satisfies (i) the terms and conditions of the written Charter, including, without limitation, the satisfaction of the goals of the Charter School and any performance standards adopted by the Nevada Charter School Authority; or (ii) the requirements of Nevada law governing charter schools, the Governing Board will require that CA prepare, in consultation with the Governing Board, a plan of corrective action for CA. The plan must include the steps which will be taken by CA to ensure that it performs in a manner which satisfies the terms of the written Charter and Nevada law.

#### **4. Responsibilities of the Charter School.**

##### 4.1 Teaching Staff.

(a) Full-time Teachers are employees of the Charter School.

(b) To the extent permissible under Nevada law, the Charter School may contract to CA for human services including recruiting, payroll administration (including processing the payroll, collecting and remitting taxes, etc.), and benefits administration provided for in the Budget and to the extent permissible under Nevada law. All payments from the Charter School bank account for payroll, taxes or benefits shall be approved by the Governing Board.

(c) All eligible Teachers will be participants in the Public Employees Retirement System.

(d) CA shall be responsible for recruiting, training, assigning and supervising Teachers and shall strive to maintain teaching staff at a ratio as set forth in the Charter.

(e) All Teachers shall hold the requisite teaching certificate as per the requirements of Nevada state law.

(f) Nothing in this provision shall prevent the Charter School from contracting selected elective courses to Teachers on a part-time basis, who shall not be employees of the Charter School, but shall be contractors of the Charter School or if approved by the Governing Board, contractors or employees of CA, as permitted by Nevada law. In no event shall such Teachers account for more than thirty (30%) percent of the total Teaching Staff except that Teachers who qualify as exempt under NAC Ch. 391 may also be contractors of the Charter School or employed by CA if approved by the Governing Board.

(g) The Charter School shall delegate to CA and the Lead School Administrator, all the day-to-day responsibility for the selection, supervision, oversight, discipline and dismissal of the Teachers. This responsibility shall be subject to Governing Board approval and oversight, conducted in accordance with due process policies and procedures and compliant with any applicable provisions of Nevada law. The Lead School Administrator shall keep the Governing Board informed of staffing decisions on a regular basis, and shall report to and be responsible to the Governing Board on collective bargaining matters, if applicable.

(h) The number of Teachers to be hired and their levels of compensation are subject to prior review and approval by the Governing Board. Notwithstanding the foregoing, the Governing Board may, at any time request that the Lead School Administrator promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher serving the Charter School. The Lead School Administrator shall provide a prompt report to the Governing Board on any and all actions taken in response to such a request. In the event the Lead School Administrator fails to take timely action to respond to the complaints or concerns raised, make a report, or in the event the actions taken by the Lead School Administrator are deemed inadequate, the Governing Board may act in the best interests of the Charter School to require the removal or replacement of that Teacher.

4.2 Other Clerical or Support Administrative Positions. The Charter School may employ one or more individuals in clerical or support positions as may be required to support school operations.

4.3 Compliance with Law and Regulation. The Charter School and the Governing Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Governing Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's bylaws.

4.4 Other Services. To the extent that the Charter School elects not to contract with CA for any of the products or services provided for in this Agreement, it shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter.

4.5 Insurance. The Charter School shall comply with any insurance provisions as set forth in Section 15.

5. Internet. Each Student shall be required to have access to the Internet for a sufficient amount of time to complete the instructional program (including assignments, online communication and collaboration, research and access to supplemental online resources). The level of access required is determined by the nature of the curriculum (e.g., the amount of print material) and the developmental level of the child (e.g., what may be appropriate for an eighth grader may not be appropriate for a first grader). In the event that an Internet subsidy is approved for a household based upon criteria established by the Charter School Board and is included in an applicable Fee Schedule in accordance with Section 10, Connections shall administer the approved Internet subsidy by reimbursing each participating Student's parent or legal guardian for all or part of the cost of Internet access at the rate specified in the Fee Schedule. Payment will be made in accordance with the policy outlined in the School Handbook. Any Internet subsidy provided may be updated from time to time with the approval of the Charter School Board.

**6. Eligible Students.**

6.1 Admission Requirements. Any child qualified under the laws of Nevada for admission to a public school is eligible to become a Student of the Charter School under this Agreement subject to any applicable limitations in law or regulation and subject to verification of their residency or other requirements established by law or regulation. No tuition shall be charged nor any other fees collected unless approved by the Governing Board and permissible under Nevada law.

6.2 Number. To the extent permissible under Nevada law, the Governing Board may establish a limit of Students to be enrolled during each Academic Year and CA shall not exceed that number without specific approval from the Governing Board, and the Authorizer, if applicable. In addition, CA may limit the number of Students in each grade served under this Agreement to conform to the Budget and lottery policy approved by the Governing Board to the extent permissible under Nevada law.

6.3 Priority. CA agrees to follow the admissions preferences as laid out in the school policy adopted by the Governing Board, including any policy or procedures for conducting a lottery subject to applicable requirements under Nevada law. Any limit on the number of Students who may enroll shall be communicated to interested parents and students prior to their enrollment, including any procedure for conducting a lottery. Once enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

6.4 Recruiting and Community Education. CA will be responsible for developing a plan for periodic community informational meetings and correspondence as required to recruit Students and to inform other interested parties about the Charter School. All such recruiting and community education activities are subject to prior review and approval by the Governing Board.

6.5 Public Website. CA will maintain a public web site on behalf of the Charter School that will contain any information required by the Charter School Law.

6.6 Enrollment. The Charter School delegates to CA responsibility for accepting Students into the Charter School subject to all applicable requirements under Nevada law. However, the Charter School has no responsibility to pay CA for any Students who are admitted who are not eligible. CA shall maintain a list of the Enrolled Students on behalf of the Charter School and shall provide such list to the Governing Board promptly upon request. The list shall include all required information for the Student Records.

6.7 Full-time Status. Students shall be permitted to enroll in the Charter School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except by prior written agreement by CA and the Charter School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.

6.8 Disenrollment. A Student may withdraw from the Charter School at any time during the Academic Year. Only to the extent permitted by Nevada law, Students who do not comply with the terms of the School Handbook may also be withdrawn. CA will use its reasonable best efforts to collect any information required by law or regulation concerning a withdrawn Student's next school. CA will coordinate with the Lead School Administrator to report on the status of withdrawals and disenrollments to the Governing Board at each regularly scheduled Governing Board meeting or whenever requested by the Governing Board. CA will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student's disenrollment.

7. Term and Termination.

7.1 Renewal Term. The renewal term of this Agreement shall commence upon the Effective Date and shall expire on the day coterminous with the expiration of the Charter, and is subject to further renewal as agreed to by the parties and allowed by applicable law (the "Term").

7.2 Early Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

- (a) By both Parties if they agree in writing to the termination;

(b) By the Governing Board, if it determines after a Performance Review that this Agreement should be terminated, it may elect to terminate the Agreement unilaterally, but only if CA is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance. The determination as to whether CA has cured the deficiency shall be made in the sole reasonable discretion of the Charter School; provided, however, that such determination shall be made by the Charter School by no later than March 1 unless otherwise required under Nevada law;

(c) By the Governing Board if a panel is appointed under NAC 386.405(3) to supervise the academic probation of the Charter School, and it determines, as part of its final written report required by Nevada law, that the Charter School should terminate or not renew this Agreement;

(d) By either Party if the other Party materially breaches this Agreement, which shall include the failure by either Party to comply with the provisions of Section 10, and fails to cure such breach within ninety (90) days following written notification of such breach from the other party, the non-breaching Party may elect to terminate;

(e) By the Governing Board, if it determines at its sole discretion that there is an imminent risk to the Health and Safety of Students, and CA does not remedy the risk immediately, such remedy being deemed as acceptable to the Governing Board;

(f) By CA if the payments to which CA is entitled under Section 10 of this Agreement, are materially reduced as a result of a change in funding provided to the Charter School or applicable law or regulations impose requirements that are materially different from those previously provided under this Agreement and Connections is unwilling or unable to make the required changes;

(g) By CA, if there are irreconcilable differences with respect to the manner in which CA and/or the Charter School carries out its responsibilities under the terms of this Agreement;

(h) By the Charter School, if the Charter School Board determines at the end of an Academic Year that the Educational Products and Services do not meet the

requirements for a computer-based virtual or charter school, as defined by applicable laws and regulations, but only if CA is unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements; or

(i) In the event that the Parties fail to agree on a Budget in accordance with Section 10.

7.3 Notice of Termination. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than March 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year except if such termination is the result of Sections 7.2(b) and (c).

7.4 Obligations on Termination. In the event this Agreement is terminated by either Party for any reason:

(a) CA shall assist and cooperate with the Charter School in the transition of the provision of Educational Products and Services from CA to the Charter School, or another service provider, so as to minimize the disruption to the Students;

(b) Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

(c) All access to the LMS and other Educational Products and Services shall be discontinued;

(d) CA shall provide to the Charter School copies of all Student Records not otherwise in the Charter School's possession at no additional cost; and

# LIONEL SAWYER & COLLINS

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June 26, 2013

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ROBERT W. HERNQUIST  
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MOHAMED A. IQBAL, JR  
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JAMES B. GIBSON

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JOHN D. TENNERT  
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VAR LORDAHL, JR.  
PHILLIP C. THOMPSON  
AMY L. BAKER  
JORDAN A. DAVIS  
KENDAL L. DAVIS

SAMUEL S. LIONEL  
GRANT SAWYER  
(1918-1996)  
JON R. COLLINS  
(1923-1987)  
RICHARD H. BRYAN  
JEFFREY P. ZUCKER  
PAUL R. HEJMANOWSKI  
ROBERT D. FAISS  
A. WILLIAM MAUPIN  
DAVID N. FREDERICK  
RODNEY M. JEAN  
TODD TOUTON  
LYNDA S. MABRY  
MARK H. GOLDSTEIN  
KIRBY J. SMITH  
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DAN C. McGUIRE

JOHN E. DAWSON  
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LESLIE BRYAN HART  
CRAIG E. ETEM  
TODD E. KENNEDY  
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LGRANIER@LIONELSAWYER.COM

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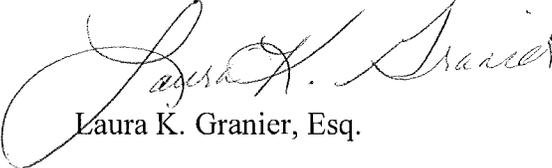
Mr. Steve Canavero, Director  
State Public Charter School Authority  
1749 N. Stewart Street, Ste. 40  
Carson City, NV 89706

**RE: NEVADA CONNECTIONS ACADEMY**

Dear Ms. Fitzpatrick and Mr. Canavero:

Pursuant to NAC 386.400, enclosed is a copy of Nevada Connections Academy's *Second Restated and Renewed Educational Products and Services Agreement Between Connections Academy of Nevada LLC and Nevada Connections Academy Charter School*, effective July 1, 2013.

Very truly yours,



Laura K. Granier, Esq.

LKG:jes

cc: Jamie Castle  
Heather Woodward

(e) The Charter School shall pay CA all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

**8. Representation Regarding Non-discrimination.**

CA, the Charter School and the Governing Board will not discriminate against any person on the basis of race, age, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Nevada law.

**9. Health and Safety.**

CA specifically acknowledges that it shall not do anything to interfere with and shall assist the Charter School in its responsibility to adhere to the following standards regarding health and safety:

(a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;

(b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and

(c) Complying with all state immunization laws.

**10. Financial Terms.**

10.1 Payments. The following shall represent the financial responsibilities between the Parties.

(a) As compensation for the Educational Products and Services provided by CA under this Agreement, CA and the Charter School shall negotiate in good faith a schedule of fees for services (the "Fee Schedule") for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule, the Parties shall acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a "percentage of revenue," such fees shall be assessed against funds received by the Charter School from all governmental sources received by the Charter School from whatever source, whether from state, local, or

federal government agencies, including but not limited to Title I funds, grants, income, or other funding sources (the "Revenues" and together with all Revenues in a given Academic Year, collectively "Total Revenues").

(b) Any costs required by the Charter not specifically included in this Agreement shall be paid by the Charter School.

(c) The Parties may agree to have CA act as its payment agent for various other expenditures not included in the Fee Schedule. CA will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.

(d) CA will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within five (5) business days of action by the Governing Board which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. CA may charge interest at the rate of one and one half percent (1.5%) per month for any invoices over sixty (60) days unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by CA to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the Charter School is disputing any charges. The Charter School shall notify CA of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Nevada. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, CA shall refund such amount to the Charter School.

(e) To the extent that any adjustments as a result of a state audit are the result of CA's failure to adequately perform its responsibilities under this Agreement or the Charter, CA will be required to either: (i) return any required funds to the Charter School in the amount determined by the state funding authority, or (ii) to the extent that funds are

withheld from future payments to the Charter School, reduce payments otherwise due to CA by the amount that funding is withheld.

10.2 Budgets. No later than earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, of every year during the Term, CA agrees that it will present to the Charter School a balanced budget (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year. The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements and shall be based on the applicable Fee Schedule and any other necessary operating expenses. In the event that the Governing Board and CA do not agree with the proposed balanced budget, the Parties agree to work together in good faith to resolve any disagreements by the earlier of June 30 or such date as is required in any regulatory requirement or the Charter for budget submission.

10.3 Protection Against Deficits. In the event that as of June 30 of any year during the Term, Total Revenues are less than the Charter School's expenditures, including payments to CA as well as those incurred and paid by the Charter School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the Charter School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in an amended budget, CA shall issue a credit or make a cash payment to the Charter School to the extent required to maintain positive Net Assets at least equal to ten thousand (\$10,000) dollars as of each June 30 during the Term of this Agreement. To the extent that the Net Assets at the end of any June 30 exceeds ten thousand (\$10,000) dollars, and in the event that credits have previously been issued and not repaid, CA shall be entitled to the repayment of any such credits.

10.4 Breakdown of Charges. No later than September 30 of each year or any deadline established by Nevada law during the Term, CA will provide to the Charter School a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, LMS, Computer

Software and Hardware, etc. This shall not change the amounts due to CA by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by CA.

10.5 Receipts and Expenditures for Title Funding, Special Education, Gifted Education, Grants etc. To the extent that the Charter School is eligible to receive additional revenue over and above the State funding amounts, the Charter School may contract with CA to assist the Charter School in collection of such funds on behalf of the Charter School and will make any required disbursements in accordance with its responsibilities as required under this Agreement or by law. When CA is assisting the Charter School with collecting such funds, the Charter School shall at all times be the recipient of such funds.

10.6 Sales Tax. The Charter School shall provide CA with support that it is tax exempt. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement. If any sales and use taxes are assessed on purchases made from CA, CA will provide a credit to the Charter School equal to the amount of the sales or use taxes paid by the Charter School.

## 11. Confidential Information.

11.1 Confidential Information Defined. As used in this Agreement, "Confidential Information" means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its affiliates) or to a disclosing Party's customers or business partners unless it: (a) was generally known to the public on the Effective Date; (b) becomes generally known to the public after the Effective Date, other than as a result of the act or omission of the receiving Party; (c) was rightfully known to the receiving Party prior to its receipt thereof from the disclosing Party; (d) is or was disclosed by the disclosing Party generally without restriction on disclosure; (e) was received from a third party without that third party's breach of agreement or obligation of trust; or (f) must be disclosed by applicable law. It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including

electronic data recorded or retrieved by any means: (1) educational content, curricula, teaching outlines, lesson plans, testing processes, and procedures; (2) Student Records and other student-related personal information; (3) information regarding business strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (4) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (5) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (6) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (7) the terms of this Agreement; and (8) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

11.2 Obligation to Protect. To the extent permitted by law, the Charter School shall maintain the confidentiality of the Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws and regulations, and in accordance with Section 3.9. CA shall make such information and facilities available to authorized Charter School personnel, Authorizer, Nevada regulatory authorities, and any other person, as required to comply with applicable laws and regulations, and in accordance with Section 3.9.

11.3 Protection of Student Records. The Parties acknowledge and agree that under Nevada Law and 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”) including any regulations promulgated thereunder, each Party has certain

obligations with regard to maintaining the security, integrity and confidentiality of “education records”, as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The Parties designate the staff, employees and volunteers who are providing educational or administrative services to the Student as agents of the Charter School having a legitimate educational interest and thus entitled to access to educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.

11.4 Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

**12. Ownership of Intellectual Property and Tangible Personal Property Supplied by CA.**

12.1 Intellectual Property. Charter School agrees that CA or its licensor is the sole owner of the LMS and CA, its affiliates, and/or its contracted vendors are the owners of any Intellectual Property, Intangible Instructional Materials and other content contained in the LMS (“Content”) made available pursuant to Section 2.2. The Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets or other Intellectual Property related to the LMS, the Intangible Instructional Materials, the Content or the Educational Products and Services by reason of the Charter School’s use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to CA and its successors and assigns, the non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or

any of its employees or agents. Any such derivative works created shall be the sole property of CA and its transferees.

12.2 Tangible Personal Property. This Agreement does not constitute a sale or other transfer to the Charter School of any Educational Products supplied by CA pursuant to Section 2. All right, title, and interest in and to such Educational Products will remain with CA.

12.3 Trademarks. CA or its Affiliates is the owner of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services, as specified at <http://www.connectionsacademy.com/Libraries/PDFs/CACCommonLawTrademarks.pdf> (collectively, the "Licensed Marks"). CA grants to the Charter School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by CA. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by CA, the most up to date version of which can be found at <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. CA retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of CA. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the name "Connections Academy", the Connections Academy logo and any other Licensed Marks that may be contained therein within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties.

### **13. Indemnification.**

13.1 Indemnification by CA of the Governing Board. To the extent not covered by insurance or not barred by any state legislation, CA shall defend, indemnify and hold the Governing Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to

which the Governing Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by CA, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Governing Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of CA shall survive the termination of this Agreement. The Charter School shall have the right, at its own expense, to participate in the defense of any suit, without relieving CA of any of its obligations hereunder.

13.2 Indemnification by the Charter School. To the extent not covered by insurance or not barred by any state legislation, the Charter School shall defend, indemnify and hold CA and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which CA and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the Charter School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any CA officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the Charter School shall survive the termination of this Agreement. CA shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Charter School of any of its obligations hereunder.

13.3 Indemnification Procedure. The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

**14. Limitation of Liabilities.**

14.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of CA, its directors, officers, employees, or agents.

14.2 In no event will CA and their respective employees or agents be responsible or liable for the debts, acts or omissions of the Charter School, its directors, officers, employees, or agents.

**15. Insurance.**

15.1 CA Insurance. CA will maintain and keep in force no less than substantially such amounts of insurance as are provided for in **Exhibit A** to cover insurable risks associated with operations under this Agreement, whether such operations are conducted by CA, or by any subcontractor or anyone directly or indirectly employed by any of them. Such coverage will include worker's compensation insurance for any CA employees provided under the terms of this Agreement. The Charter School shall be included as an "additional insured" at no additional charge. Any charges associated with such insurance shall be included in the Fee Schedule.

15.2 Charter School Insurance. The Charter School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the Charter School may elect to maintain additional coverage, in which event CA shall arrange for the requisite coverage on behalf of the Charter School and include the cost in the Fee Schedule. CA shall be included as an "additional insured" as to any such coverage. The Charter School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Authorizer or by the Charter, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.

15.3 Liability Insurance. Liability insurance for any facility leased directly and/or managed by the Charter School and any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

**16. Notices.**

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

**If to the Charter School:** Nevada Connections Academy Charter  
School  
Attention: Board Chair  
175 Salomon Circle, Suite 201  
Sparks, NV 89434

**Cc:** Lionel Sawyer & Collins  
Attention: NCA Board Counsel  
1100 Bank of America Plaza  
50 West Liberty St.  
Reno, NV 89501

**If to CA:** Connections Academy of Nevada, LLC  
c/o Connections Education LLC  
Attention: President  
1001 Fleet St, 5<sup>th</sup> Floor  
Baltimore, MD 21202

**Cc:** Connections Education LLC  
Attention: General Counsel  
1001 Fleet St, 5<sup>th</sup> Floor  
Baltimore, MD 21202

**17. Miscellaneous.**

17.1 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting

or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void and all other provisions shall remain in full force and effect.

17.2 Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either Party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of CA or its managing member, notice of which shall be provided by CA to Governing Board, shall not be deemed a violation of this Agreement.

17.3 Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

17.4 Force Majeure. If any circumstance should occur that is not anticipated and is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

17.5 No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

17.6 Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

17.7 Governing Law. This Agreement shall be governed and controlled by the laws of the state of Nevada. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Nevada, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

17.8 Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

17.9 Compliance with laws, policies, procedures, and rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.

17.10 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

17.11 Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

17.12 Attendance at Meetings. During the Term, CA will have the right to designate an individual or such individuals who shall have attendance rights at all Governing Board meetings. Such rights are limited exclusively to attendance and provide no rights to participate without the express permission of the Governing Board. The designated

individuals shall also have the right to attend closed or executive sessions where such attendance is not prohibited by applicable law, except any session where CA or the terms of this Agreement are discussed and a majority of the Governing Board votes to exclude CA from such session.

17.13 Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

17.14 Survival. The rights and responsibilities of Sections 7.4, 10, 11, 12, 13, 14, 15, 16, 17.1, 17.2, 17.3, 17.5, 17.6, 17.7, 17.8, 17.9, 17.10, 17.11, 17.13 and 17.14 shall survive the termination of this Agreement.

17.15 Status and Relationship of the Parties. CA is a limited liability company organized under the laws of Nevada, and is not a division or a part of the Charter School. The Charter School is a Nevada not-for-profit public school authorized by the Charter School Law and is not a division or part of CA. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of CA shall be deemed to be an agent or employee of the Charter School. CA shall be solely responsible for its acts and the acts of its agents, employees and subcontractors and the Charter School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between CA and the Charter School is

based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between CA and the Charter School.

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

NEVADA CONNECTIONS ACADEMY  
CHARTER SCHOOL

By:   
Title: Board Chair  
Date: May 21, 2013

CONNECTIONS ACADEMY OF

NEVADA, LLC  
Digitally signed by:  
By: Barbara Dreyer  
88C24F02EFF14DE...  
Title: President  
Date: 5/22/2013

**Exhibit A – Certificate of Insurance**



**NOTEPAD:**

HOLDER CODE **NEVAD04**  
INSURED'S NAME **Nevada Connections Academy**

CONNE-1  
OP ID: LL

PAGE 2  
DATE **06/29/12**

**Insureds Include:**

**All employees of the charter school, including, without limitation, former, present and future employees; Volunteers at the charter school; and Directors of the charter school, including, without limitation, executive directors**

**Company A - Sexual Misconduct or Sexual Molestation - \$1,000,000 Each Incident, \$1,000,000 Aggregate**

**Company B - Directors and Officers Liability \$2,000,000 Limit, \$2,500 Retention  
Claims Made Basis, Pend & Prior Date 5/1/2007**

**With respect to General Liability, Nevada State Public Charter School Authority is included as an Additional Insured as required by written contract or agreement executed prior to any loss but only with regard to the named insureds operations and subject to terms and conditions and exclusions of the named insured's policy.**

**LIONEL SAWYER & COLLINS**

ATTORNEYS AT LAW  
50 WEST LIBERTY STREET  
SUITE 1100  
RENO, NEVADA 89501  
(775) 788-8666  
FAX (775) 788-8682  
lsc@lionelsawyer.com  
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WRITER'S DIRECT DIAL NUMBER  
(775) 788-8602  
LGRANIER@LIONELSAWYER.COM

July 3, 2014

Tom McCormack, Director  
State Public Charter School Authority  
1749 N. Stewart Street  
Carson City, Nevada 89706

**RE: NEVADA CONNECTIONS ACADEMY**

Dear Tom:

This letter is to inform you that at the June 2014 Nevada Connections Academy Board Meeting, the Board appointed Laura Fillmore as a Board member. I have enclosed the following documents for your records:

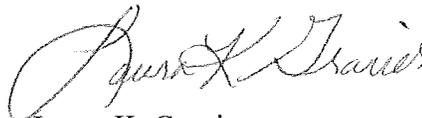
1. Ms. Fillmore's resume which includes her mailing address; and
2. Ms. Fillmore's executed and notarized Affidavit for Service as a Member of the Governing Body of a Charter School, which includes her street address.

I will forward the Board meeting minutes as soon as I receive them.

Ms. Delgado is a resident of the State of Nevada. She does not serve on the governing body as a teacher; she is serving as a parent.

Should you have any questions, please advise.

Very truly yours,



Laura K. Granier

LKG:jes  
Enclosures: As stated above  
cc: Mr. Dale Erquiaga, Superintendent  
Mr. Steve Werlein, Principal  
Ms. Jafeth Sanchez



## **Matters of Concern to Nevada Charter School Governing Body Members**

Revised July 26, 2007

### **Charter Schools are Public Schools**

A charter school is a public school, supported by public funds, and is subject to most of the terms and conditions applicable to other publicly funded entities, including traditional public schools. A charter school's freedom from regulation is the freedom to use educational methods that are allowable by law, but not available in the school district in which the pupil resides.

The goal of all public schools, including charter schools, is to enable pupils to achieve the academic content standards identified by the state. State and federally mandated testing is the ultimate measure of whether schools have achieved this goal. Just as poorly performing traditional schools may be restructured, or even closed, by authorities outside the school, so may charter schools be restructured or closed. Additionally, charter schools:

- “Belong” to the public, the sponsor, and the governing body of the school. Charter schools do not belong to the “founder” of the school, or to any individual, group, foundation, educational management organization or other entity that was instrumental in the formation of the school; they do not belong to the school’s administrator. Charter schools do not belong to individuals or other entities that donate funds to the school, regardless of the size of the donation.
- Must be non-religious in their programs, admission policies, governance, employment practices, and all other operations. The curriculum must be secular, and charter schools may not provide religious instruction.
- Must inform students in the community of the school’s existence, and give all pupils an equal opportunity to attend the school. They may not discriminate on the basis of race, color, national origin, gender or disability. They may not “screen out,” “counsel out,” otherwise exclude, or inappropriately withdraw academically low-performing pupils. Except where specifically stated in law or regulation, they are subject to the same open-enrollment requirements as traditional public schools. Enrollment lotteries may be used only if the school is over-subscribed, and may not be manipulated to exclude low-performing pupils.
- May not require pupils and/or their parents or guardians 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 392.466. Those reasons are battery on an employee of the school, possession of a firearm or dangerous weapon, sale or distribution of a controlled substance, or status as a habitual disciplinary problem as defined by NRS

392.4655. Removal of a pupil from a charter school, except for suspension or expulsion pursuant to NRS 392.466, 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 392.467.

- Must provide special education services to pupils who qualify for such services.

### **Role of the Governing Body**

The governing body of a charter school governs the school, maintains overall control of the school, and is responsible for the operation of the school. The school's administrator and all other employees and contractors, including educational management organizations, serve under the governing body, and are subject to the rulings of the governing body. The governing body critically evaluates the performance of the school's administrator and any contractors with the school, and replaces the administrator or contractor if he is not performing duties or providing services in a satisfactory manner.

### **Personal Liability**

The Nevada Department of Education can only give general advice regarding personal liability for charter school governing body members; governing body members are advised to consult their legal counsel for specific legal advice.

In general, charter school governing body members receive the same protection from personal liability that school district boards of trustees members receive. These protections are stated in Chapter 41 of the Nevada Revised Statutes (NRS). Interested parties are referred to:

- NRS 41.307, which adds employees of charter schools to the definition of "employee" as used in Chapter 41 (as used in NRS 41.0305 – 41.039, the word "employee" includes employees of charter schools), and;
- NRS 41.032 and 41.0337. Charter school governing body members, like school board trustees, are protected by these statutes from personal liability and provided immunity if they are acting within the scope of their public duties as charter school governing body members.

### **Open Meeting Law**

Charter school governing bodies must comply with the provisions of Nevada's Open Meeting Law. A guide to the Open Meeting Law may be obtained from the Nevada Attorney General's website: [ag.state.nv.us](http://ag.state.nv.us)

### **Compliance with the Local Government Purchasing Act and Avoidance of Conflict of Interest**

A conflict of interest is defined as an actual or perceived interest in an action that results in, or has the appearance of resulting in, personal, organizational or professional gain. A conflict of interest occurs when a governing body member acts on a school matter that could benefit or harm him or his immediate family members personally. This means:

- No employees of the school or their spouse may serve on the governing body of the school;
- No contractors with the school or their spouse may serve on the governing body of the school;
- The school may not purchase anything from a governing body member, and may not lease a facility from a governing body member.

Furthermore:

- There may be no more than two persons representing any particular organization or business on the governing body of the school;
- No governing body may serve more than one charter school. There may be no more than one person who serves on the governing body of two or more charter schools.

#### **Use of Advisory Committees**

A charter school may have an advisory committee that advises the governing body. For example, a Finance Advisory Committee could meet regularly and advise the governing body. Such a committee, appointed by the governing body and advising or making recommendations to the governing body, must abide by the Open Meeting Law. It is irrelevant whether all the persons on any *advisory* committee are affiliated with the same business or organization. There is nothing prohibiting any employee such as a classroom teacher from being on an advisory committee.

#### **Miscellaneous**

- Governing body members may not receive stipends for their service on charter school governing bodies unless authorized by law that defines the amount of the stipend.
- Diverse segments of the local community should be included in the initial organization and operation of the charter school's governing body. A governing body on which a majority of members are parishioners of a particular church, for example, or are related, should be avoided.

# Laura A. Fillmore, DNP, MSN, RN

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2637 Gatsby • Henderson, Nevada 89052 • (702) 449-8361

## EDUCATION

### **Touro University- Doctor of Nursing Practice- June 2010.**

**Dissertation-** Implementation of clinical nursing rounds to improve nurse morale and patient satisfaction.

### **University of Phoenix- Masters of Nursing/ Specialization in Education 2007**

**Master's Project-** New Graduate Nurse Orientation Course

### **Madonna University- Bachelors of Science in Nursing 1985**

## EXPERIENCE

### DEAN OF FACULTY

**Chamberlain College of Nursing, 5/2013 -Present**

Develop a new college department to lead faculty development. Create a vision, mission, and a program which is consistent with college goals and faculty outcomes. Provide oversight, leadership, and management of the faculty development team. Establish faculty development program with complex development phases which allow for professional growth and practice improvement. Provide oversight on all areas which affect the work life of faculty. Develop a consistent onboarding program and clear faculty expectations. Participate in college committees for the improvement of faculty scholarship and research.

### DEAN, ONLINE PRELICENSURE PROGRAM

**Chamberlain College of Nursing, Online, 4/2011-7/2013**

Lead the nursing faculty in development of curriculum and instruction of online prelicensure courses, and Second Degree Online Option. Developed non-clinical courses to support campus-based students in an optional modality and had enrollments near 2000 students per teaching session. Collaborated with the on -the-ground faculty and campus leadership in coordinating the online experience for the campus students. Provide oversight, leadership, and management in the pre-licensure online BSN options. Designed and implemented an interprofessional educational model for online prelicensure courses using co-faculty. Established policies and practices not previously developed to ensure consistent, high quality courses. Designed and implemented regular occurring assessment of online courses and review as part of faculty role for online faculty.

### DIRECTOR OF THE SCHOOL OF NURSING/ ASSOCIATE (8/10- 4/2011)

**Touro University, Henderson, Nevada.**

Managed the School of Nursing daily operations and lead the nursing faculty. Provided daily guidance for the curriculum and policies for the prelicensure BSN, RN-BSN, MSN, and DNP programs. Lead comprehensive curricular changes in the BSN, RN-BSN, and MSN programs.

**NURSING SKILLS LAB INSTRUCTOR (9/92- 5/94)**  
**Madonna University, School of Nursing, Livonia, Michigan**

Provided lab instruction and validation of generic BSN nursing students. Established laboratory experience's for undergraduate prelicensure nursing students in a traditional nursing program. Established schedules to service all students, skill stations for multiple leveled student needs, develop opportunities for practice and final check off of skills.

**CLINICAL ADJUNCT INSTRUCTOR (9/92- 12/92)**  
**Oakland Community College, School of Nursing, Walled Lake, Michigan**

Performed the role of clinical instructor and evaluated student learning in the care of adult patients in acute care settings. Developed weekly assignment development to follow course outcomes, developed and facilitated pre and post conferences.

**CHARGE NURSE (11/89- 5/95)**  
**McAuley Urgent Care, Plymouth, Michigan**

Lead interprofessional teams to coordinate and provide patient care for adults and children requiring immediate health care. Developed and preformed quality assurance responsibilities. Provided community service learning workshops in local day cares and senior centers on first aid and when to seek healthcare. Preceptor for new staff and developed policies and processes manual for staff orientation.

**STAFF NURSE (01/89- 9/89)**  
**Wood County Hospital, Intensive Care Unit/ Recovery Room, Bowling Green, Ohio**  
Provided patient care of a wide range of patients in the intensive care unit and recovery room.

**CLINICAL NURSE II (6/85- 3/88)**  
**University of Michigan Hospitals, Intermediate Cardiac Care Unit, Ann Arbor, Michigan**

Quality Assurance Representative for the unit, Clinical Nurse II designation in primary care for high acuity nursing unit. Provided precepting of new staff and developed and facilitate cardiac rehabilitation courses for patients in the unit. Areas of teaching included: diet, medication therapy and compliance, what to expect after discharge, weight and fluid monitoring.

## **RESEARCH /PRESENTATION**

Publications- *Enhancing the Learning Environment of Nursing Students through Interprofessional Collaboration*, American Journal of Health Sciences. Volume 5, June 2014.

Podium Presentation- *Leading Faculty to Develop and Facilitate Creative Learning Environments*- Society for Teaching and Learning in Higher Education, Kingston, Ontario, June 2014.

Poster Presentation- *Leading Faculty to Develop and Facilitate Creative Learning Environments*- Elsevier Faculty Development Conference, Las Vegas, Nevada, January 2014.

Nurses Guide to Herbal/Natural Supplements – Co-authored Health Stream Module,  
November 2006.

Trachotomy Care- A nurses' guide- Co- authored- Health Stream module, March 2006.

## **TEACHING**

Developed Accelerated online BSN program, curriculum and sequence

Health Policy- Undergraduate and Graduate

Capstone- Undergraduate and Graduate

Developed RN to BSN Curriculum for online format, curriculum and sequence

Adult Health I Nursing-BSN

Adult Health II Nursing- LPN, BSN

Foundations of Nursing Practice-BSN

Understanding Research for Nurses- BSN

Role of the Professional Nurse- LPN, BSN

Pharmacology II- RN

Basic Arrhythmia for Licensed Nurses-CE

Basic Arrhythmia for Non-licensed healthcare providers

Rapid Response Team/SBAR-CE

Nursing Orientation for new nursing employees

Developed New Graduate Nurse Orientation- 6 week course

Mock codes- cardiac and stroke

First Aid- Community Outreach

Cardiac Rehabilitation Curriculum- Acute care patients

## **PROFESSIONAL ORGANIZATIONS**

Sigma Theta Tau, International

National League for Nurses

NONL (Nevada Organization of Nursing Leaders)-2010

Southern Nevada Nurse Executives-2008

NNEPA (Nevada Nurse Education and Practice Alliance) Communications Committee  
2009

SNMIC (Southern Nevada Medical and Industry Coalition) Retention Task Force-2009

University Calendar Committee-4/09, Touro University  
Learning Management Workgroup- 8/09, Touro University  
WASC Steering Committee- 2008-present, Touro University  
Program Evaluation Committee- 5/10-present, Touro University  
Faculty Meeting Chair- 2004-2005, Estrella Mountain Community College

### **CONTINUING EDUCATION**

Elsevier Faculty Development Conference, Las Vegas, Nevada, January, 2014  
Sigma Theta Tau International Congress, Prague, Czech Republic, July 2013  
Society of Teaching and Learning in Higher Education, Sydney, Nova Scotia, June 2013  
Elsevier Faculty Development Conference, Las Vegas, NV, Jan 2013  
National League for Nursing Education Summit, Anaheim, CA, Sept. 2012  
Contemporary Forums Faculty Development Institute, Certified Nurse Educator Exam  
Prep, Las Vegas, NV, Jan 2012  
Collaborative Institutional Training Initiative (CITI), April 2012  
National Faculty Meeting, Innovative Ideas for Transforming Healthcare, St. Louis, MO,  
Oct 2011  
QSEN Faculty Development Institute, Phoenix, AZ, Jan 2011  
Institute of Healthcare Improvement Annual Conference, Orlando, FL, Dec. 2010  
Doctor of Nursing Practice Annual Conference, San Diego, CA, Sept 2010  
Nevada Organization of Nursing Leaders Annual Conference, Las Vegas, NV, Oct 2010  
American Colleges of Nursing 2010 Semi-Annual Meeting, Washington DC, October  
2010  
Nevada Nurses Association Conference, Safe Nursing Practice, Las Vegas, NV, July  
2010  
Nevada Health Care Forum, Las Vegas, NV, Oct 2009  
Essentials of Teaching Nursing, Linda Caputi, Las Vegas, NV, February, 2009  
FERPA, Student Privacy Rights, Las Vegas, NV, April 2009  
Emerging Technologies in Nursing Education, San Diego, CA, June 2009  
American Association of Colleges of Nursing, Leadership Fellowship, Kansas City, MO,  
August, 2009



March 17, 2014

Ms. Susanne Etter, Chief Auditor  
Audit Division  
Nevada Department of Education  
700 E. Fifth Street, Suite 111B  
Carson City, NV 89701

Re: Response to Pupil Enrollment and Attendance Audit #14-2673-117  
Nevada Connections Academy, School Year 2013-2014

Dear Ms. Etter,

Below is our response to the Draft Audit Report findings dated February 18, 2014:

14-1: The students included in the Nevada Connections enrollment for purposes of apportionment were done so in good faith, as each respective student completed the enrollment process and attended classes. However, we recognize that some students did not meet the minimum requirement for work progression but were included on the count day roster. Also, a large portion of disallowed students met count day requirements but withdrew to a school with a later count date. This type of issue cannot be avoided unless a statewide count day is implemented. We will continue our diligence in identifying students that don't meet the count day requirements.

14-2: The school will continue to review the withdrawal process and strive to eliminate inconsistencies with the Master Register and withdrawal data. There is a separation of duties at the school to assist with identifying discrepancies between withdrawal codes and withdrawal reasons. Furthermore, the preliminary report (page 5) stated that during the review, "several pupils' withdrawal dates were on Sunday, September 25<sup>th</sup>, 2013 which is not a day of instruction." The 25<sup>th</sup> of September was a Wednesday, and as such was a day of instruction.

14-3: As a virtual school, all official documents and pupil records are recorded and stored in an online, networked learning management system (Connexus). All pupil information, including daily attendance records and enrollment/withdrawal dates are maintained in the system. By nature of virtual schools, the "Class Record Book" does not have the same appearance as a traditional hardcopy, paper Class Record Book. All required pupil information can be accessed through a topic specific link, such as "Attendance" or "Grade Book." Additionally, reports can be generated by the school to view specific data on one screen or page upon request. The school maintains that this should not be a finding.

14-4: The school does maintain a legend of codes and symbols and a system for recording each pupil's daily attendance in our learning management system (Connexus) as required by NAC 387.163. This system has not changed and was defined in both the original *Application for a Program of Distance Education and Charter School Application*, approved by the Nevada Department of Education upon the school's inception. The regulation does not require the use of a specific software program such as Powerschool. The school chose not to change the coding system or transition to Powerschool since the State Public Charter School Authority intends to transition to Infinite Campus software for the 2014-2015 school-year. The school maintains that this should not be a finding.

Please do not hesitate to contact me if you have questions or need additional information.



Thank you,

A handwritten signature in blue ink that reads "Steve Werlein".

Steve Werlein, Principal  
Nevada Connections Academy

Cc: Tom McCormack, Interim Director, State Public Charter School Authority

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JENNIFER ROBERTS  
MARK A. CLAYTON  
MATTHEW R. POLICASTRO  
CHRISTOPHER MATHEWS  
PEARL L. GALLAGHER

September 16, 2013

OF COUNSEL  
RICHARD J. MORGAN\*  
ELLEN WHITTEMORE  
PAUL D. BANCROFT

\*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER  
(775) 788-8602

LGRANIER@LIONELSAWYER.COM

Steve Canavero, Ph.D.  
Director, Office of Charter Schools  
Nevada Department of Education  
1749 Stewart Street, Suite 40  
Carson City, Nevada 89706-2543

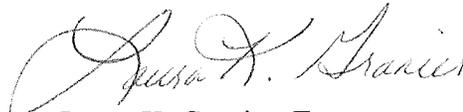
RE: NEVADA CONNECTIONS ACADEMY

Dear Steve:

Enclosed please find Kirsten Liebendorfer's executed and notarized Affidavit for Service as a Member of the Governing Body of a Charter School.

Should you have any questions or concerns, please advise.

Very truly yours,

  
Laura K. Granier, Esq.

LKG:jes

Encls.: As stated above.

cc: Dale Erquiaga  
Steve Werlein  
Kirsten Liebendorfer

9/18/13 -  
I emailed  
Steve Werlein  
about this -  
"put into  
ADIS"

- NOT on board roster



**BRIAN SANDOVAL**  
*Governor*

**STATE OF NEVADA**

**STEVE CANAVERO**  
*Director*



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

Nevada Connections Academy

Sent Via Email

Dear Steve Werlein:

In June 2013, the State Public Charter School Authority (SPCSA) Board adopted a Charter School Performance Framework (Framework), which provides charter school boards and leaders with clear expectations, fact-based oversight, and timely feedback while ensuring charter autonomy. Through the Framework we monitor SPCSA-sponsored charter school performance in the following areas: Organizational, Financial and Academic.

According to the adopted Framework, annual academic performance reviews will be provided to charter school boards and school leaders each fall following the release of the State's star ratings. Occasionally, the routine annual review of academic performance will result in an adverse finding of academic underperformance or alternatively, findings of exceptional performance. In the case of an adverse finding of academic underperformance, the school will move out of Good Standing and enter the first level of the intervention ladder (i.e., receive a Notice of Concern). In the case of exceptional performance, the school will receive the Quality School designation. Please reference the following tables to understand how your school's academic performance compares to the Authority's designations.

<b>Annual Framework Designation</b>			
<b>Designation</b>	<b>NSPF</b>		<b>Authority Rating</b>
Quality	4-star or 5-star	AND	"Exceptional" or "Exceeds"
Good Standing	Any combination of 2-star, 3-star, or 4-star	AND	"Approaches" or above
Academic Underperformance	Any combination of 1-star or 2-star	AND	"Unsatisfactory" or "Critical"

<b>Authority Rating</b>		<b>School Score</b>
Exceptional	<b>EX</b>	>95
Exceeds	<b>EC</b>	≥75 and <95
Adequate	<b>AD</b>	≥50 and <75
Approaches	<b>AP</b>	≥25 and <50
Unsatisfactory	<b>U</b>	≥5 and <25
Critical	<b>C</b>	<5

The 2012-2013 Authority Profile for NV Connections Academy is currently available in Bighorn. NV Connections' profile can be accessed using the following path: [Bighorn > Files > State Charter School Documents > 184045 NV Connections Academy > Authority Framework](#). You will find two documents in the Authority Framework folder—an excel file with the 2012-2013 zoned school comparison and a PDF of the profile and zoned school report results. The zoned school report was compiled using 10<sup>th</sup> grade HSPE Math and Reading proficiency scores for high school levels and adequate growth percentages for the elementary and middle school levels. These scores were pulled from the validated proficiency and growth files used for the NSPF report.

During the 2011-2012 validation round for the Authority academic profile, NV Connections earned a total of 48.43 points resulting in an Authority rating of “Approaches”. For 2012-2013, NV Connections earned 50.78 total points elevating the Authority rating to “Adequate”. NV Connections is commended for reaching the SPCSA’s adopted standard and is considered to be in **Good Standing**.

Authority staff are available to meet and discuss any aspect of the Academic Profile, Charter School Performance Framework, and/or the Nevada School Performance Framework – please contact Danny Peltier to schedule a time that is convenient for everyone.

Sincerely,



Steve Canavero, PhD  
Director, State Public Charter School Authority

Copy: Jamie Castle, Governing Board President

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CHRISTOPHER MATHEWS  
PEARL L. GALLAGHER

September 4, 2013

OF COUNSEL  
RICHARD J. MORGAN\*  
ELLEN WHITTEMORE  
PAUL D. BANCROFT

\*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER  
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Steve Canavero, Ph.D.  
Director, Office of Charter Schools  
Nevada Department of Education  
1749 Stewart Street, Suite 40  
Carson City, Nevada 89706-2543

**RE: NEVADA CONNECTIONS ACADEMY**

Dear Steve:

Enclosed please find Jafeth Sanchez's executed and notarized Affidavit for Service as a Member of the Governing Body of a Charter School.

Should you have any questions or concerns, please advise.

Very truly yours,

  
Laura K. Granier, Esq.

LKG:jes

Encls.: As stated above.

cc: Dale Erquiaga  
Steve Werlein  
Jafeth E. Sanchez

**AFFIDAVIT FOR SERVICE  
AS A MEMBER OF THE GOVERNING BODY  
OF A CHARTER SCHOOL**

STATE OF NEVADA                    )  
  ) ss.  
County of WASHOE                    )

COMES NOW JAFETH E. SANCHEZ, being first duly sworn, duly states under penalty of perjury as follows:

1. I am currently residing at 4233 BLACK HILLS DR.  
SPARKS, NV 89436
2. I intend to serve on the governing body of NV CONNECTIONS ACADEMY, a public charter school in Nevada.
3. For this purpose, I swear, under penalty of perjury, that I have never been convicted of a felony, or any offense of moral turpitude.
4. There are not any such charges pending to the best of my knowledge.
5. I acknowledge that a conviction of a felony or any offense of moral turpitude at any time in the future shall cause me to become ineligible to continue to serve as a member of the governing body of a charter school in Nevada and obliges me to resign.
6. I understand that my personal contact information, including telephone number, e-mail address, and postal mailing address, may be provided to members of the public, and that I may be contacted at my residence as well as through the charter school's office.
7. I have read and understand the attached three page "Matters of Concern to Nevada Charter School Governing Body Members, Revised July 26, 2007."

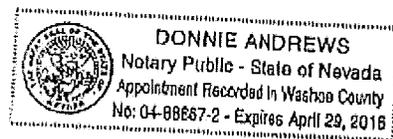
DATED this 28 day of August, 2013.

Signature: Jafeth E. Sanchez

SUBSCRIBED and sworn to before me by: Jafeth Sanchez

this 28 day of August, 2013.

Donnie Andrews, Notary Public



RORIE FITZPATRICK  
*Interim Superintendent of Public  
Instruction*

STATE OF NEVADA

TEACHER LICENSURE  
SOUTHERN NEVADA OFFICE  
9890 S. Maryland Parkway  
Suite 221  
Las Vegas, Nevada 89183  
(702) 486-6458  
Fax: (702)486-6450

VACANT  
*Deputy Superintendent*  
Instructional, Research and Evaluative  
Services



JULIA TESKA  
Deputy Superintendent  
Administrative and Fiscal Services

SATELLITE OFFICE  
ADDRESSES/MAPS  
<http://www.doc.nv.gov>

DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687 - 9102 · Fax: (775) 687 - 9101

July 22, 2013

Jennifer Dukek, Principal  
Nevada Connections Academy  
175 Salomon Circle  
Sparks, NV 89434

Dear Jennifer:

Enclosed please find approval of Nevada Connections Academy's request to limit enrollment for the 2013-2014 school year.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana Embro", written over a circular stamp or seal.

Dana Embro  
Program Officer

RORIE FITZPATRICK  
*Interim Superintendent of Public  
Instruction*

STATE OF NEVADA

TEACHER LICENSURE  
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DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687 - 9102 · Fax: (775) 687 - 9101

July 16, 2013

Request to Limit Enrollment  
Pursuant to NAC 387.353(1)(c)

Nevada Connections Academy Charter School

Date of Governing Body Request: June 28, 2013; request attached.

I hereby approve the attached request to limit enrollment at  
Nevada Connections Academy for the 2013-2014 school year.

Signature of Interim Superintendent of Public Instruction Rorie Fitzpatrick:

Date of Signature: \_\_\_\_\_

 7/17/13



June 28, 2013

Rorie Fitzpatrick  
Interim Superintendent of Public Instruction  
Nevada Department of Education  
700 E. Fifth Street  
Carson City, NV 89701

**Re: Request for Written Permission to Limit Enrollment Based on  
Financial Burden on the School**

Dear Ms. Fitzpatrick,

Pursuant to NAC 386.353, on behalf of the Nevada Connections Academy, I am requesting your written permission to limit the enrollment of pupils to the greater of 1,650 students or the number of students enrolled for count day. NCA has entered into an agreement with a provider of software for a program of education used at the school. Under the terms of our agreement, we believe the enrollment of additional pupils in the charter school will be an undue financial burden on the charter school and, therefore, respectfully request your approval to limit enrollment on that basis.

On May 21, 2013, the NCA governing board approved the Professional Services Agreement with Connections Academy of Nevada. The fully executed agreement was submitted to your office on June 26, 2013 and we believe constitutes documentation that supports this request to limit enrollment. Our educational program at NCA is highly individualized and, in addition to software, the fee schedule and Professional Services Agreement includes several categories of fees that are enrollment based. If the school accepts students beyond the maximum number enrolled on count day for which they can receive funding, we will not have money to pay the provider for necessary software and other materials necessary to serve the additional pupils. Accordingly, exceeding the number of students for which our school is funded will impose undue financial and other burden on the school.

Allowing this limit on enrollment will ensure the school's ability to serve the needs of its students. Each month, the school will hold a random lottery as described in our charter agreement to fill any seats up to that number. NCA was granted similar permission to limit enrollment in 2011 and 2012.

Thank you for your consideration of this request. Of course, if you have any questions, please let me know or contact our board counsel, Laura Granier at (775) 788-8602.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Castle", with a long horizontal flourish extending to the right.

Jamie Castle  
President, Nevada Connections Academy Charter School Governing Body

## Application to Limit the Number of Pupils Enrolled In a Charter School

NAC 386.353 clarifies how a charter school, under certain circumstances, may limit enrollment to “a specified number of pupils.” The method by which a distance education charter school may limit enrollment to a specified number of pupils is by obtaining written permission from the Superintendent of Public Instruction (Superintendent). This document is the “form prescribed by the Superintendent of Public Instruction” that must be submitted to the Superintendent for:

1. Written permission to limit the enrollment to “a specified number of pupils”; or
2. A waiver from the requirement to enroll a pupil from the school’s enrollment waiting list.

This application must be submitted to the Superintendent **not later than the first day of the school year**, and must be resubmitted annually for any school year the school wishes to limit the number of pupils enrolled.

Name of charter school submitting this application: **Nevada Connections Academy**

Date of application submission: **June 28, 2013**

Date of Governing Body meeting at which action was taken to identify whether the application is for:

1. Permission to limit enrollment to a specified number, and determination of what that number is; or
2. A waiver from the requirement to enroll a pupil from the enrollment waiting list.

Meeting date: **June 18, 2013**

Check one, A or B, below:

- A. This is an application for written permission from the Superintendent of Public Instruction to limit the enrollment of pupils in the charter school to a *specified number of pupils*.

That number is **the greater of 1,650 students or the number of students enrolled for count day.**

OR

B. This is an application for a waiver from the Superintendent of Public Instruction from the requirement to enroll a pupil from the school's enrollment waiting list.

Attach to this application:

Documentation that the charter school has entered into an agreement with a provider of software for a program of education used in the school,

AND

Documentation which demonstrates that the enrollment of additional pupils in the school will be an undue financial burden on the school; if this is a request for a waiver (B, above), the documentation required under this part must clarify that the software provider charges the school whenever a new pupil enrolls regardless whether the overall number of pupils (due to one pupil withdrawing from the school and another from the enrollment waiting list enrolling in the school) remains the same.

Submission of this application to the Superintendent is authorized by President of the charter

school's Governing Body (print name): **Jamie Castle**

Governing Body President's signature: \_\_\_\_\_



Date of signature: June 20, 2013

**LIONEL SAWYER & COLLINS**

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FAX (775) 788-8682  
www.lionelsawyer.com

**MEMORANDUM**

TO: Steve Canavero, Ph.D. Via Hand Delivery  
NEVADA DEPARTMENT OF EDUCATION  
Director, Office of Charter Schools  
1749 Stewart Street, Suite 40  
Carson City, NV 89706

Donna Wix Via Hand Delivery  
Education Programs Professional  
Office of Charter Schools  
NEVADA DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, NV 89701

Jafeth Sanchez Via Email and U.S. Mail  
4233 Black Hills Drive  
Sparks, NV 89436

FROM: Laura K. Granier, Esq.

DATE: July 23, 2013

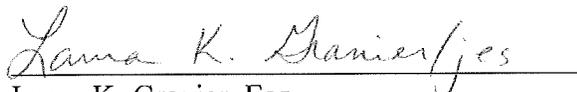
SUBJECT: Nevada Connections Academy

FILE: 21206-1

---

Enclosed is the EMO Report for FY 2012-2013 for Nevada Connections Academy, submitted pursuant to NAC 386.405(6).

Should you have any questions, or require any additional information, please advise.

  
\_\_\_\_\_  
Laura K. Granier, Esq.  
Attachment (as stated above)

**Nevada Department of Education**  
**Educational Management Organization (EMO) Revenue and Expenses**  
**End of Year Report FY 2012-13**  
 Per Adopted Regulation R071-10, Sec 12 and NAC 386.405 (6)

This form must be completed by every EMO (as defined in NAC 386.033) that contracts with a Nevada charter school

Name of Educational Management Organization (EMO): Connections Academy of Nevada, LLC  
 Charter School: Nevada Connections Academy  
 Charter School Sponsor: State Public Charter School Authority

	Private monies	Public monies *
(a) The amount of money received by the EMO from public and private sources to carry out the terms of the contract	\$0.00	\$7,808,788.00

\* If the monies received by the EMO from the charter school named above does not equal the "amount of money received from public sources," explain why.

(b) The expenditures of the EMO relating to carrying out the contract, including, without limitation, the payment of salaries, benefits and bonuses	Total salary, benefits, bonuses
Salary and Benefits	\$282,924.00
Bonuses	\$22,800.00
	\$305,724.00

1 Total number of FTE employees providing a direct service to this charter school who are employed by the EMO.

a. Total number of FTE licensed and non-licensed teachers (offsite or onsite) 0  
 \*\*reference cover sheet

b. Total number of FTE non-teaching employees (offsite or onsite) employed by EMO (i.e. school administrator, school business/finance officer, counselors, psychologists, maintenance staff, etc. ) 3

2 Items below are non-salary, non-benefit, and non-bonus expenditures of the EMO relating to carrying out this contract.

a. Instructional (eg: assessment, curriculum, textbooks)	\$4,770,696.00
b. Non-instructional (eg: accounting, board support)	\$2,581,492.00
c. Facilities (eg:maintenance and support)	\$150,874.00

(c) An identification of each contract, transaction and agreement entered into by the educational management organization related to carrying out the contract with the charter school, including, without limitation, contracts, transactions and agreements with parent organizations, subsidiaries and partnerships of the educational management organization

1 Name of contractor/vendor Connections Education, LLC  
 Amount this fiscal year \$7,808,788.00  
 Term/Dates of contract/agreement Effective Through June 30, 2013  
 Purpose of contract/agreement

To Provide educational and administrative services.

2 Name of contractor/vendor \_\_\_\_\_  
 Amount this fiscal year \$0.00  
 Term/Dates of contract/agreement \_\_\_\_\_  
 Purpose of contract/agreement \_\_\_\_\_

3 Name of contractor/vendor \_\_\_\_\_  
 Amount this fiscal year \$0.00  
 Term/Dates of contract/agreement \_\_\_\_\_  
 Purpose of contract/agreement \_\_\_\_\_

[Empty box]

4 Name of contractor/vendor \_\_\_\_\_  
Amount this fiscal year \$0.00  
Term/Dates of contract/agreement \_\_\_\_\_  
Purpose of contract/agreement \_\_\_\_\_

[Empty box]

5 Name of contractor/vendor \_\_\_\_\_  
Amount this fiscal year \$0.00  
Term/Dates of contract/agreement \_\_\_\_\_  
Purpose of contract/agreement \_\_\_\_\_

[Empty box]

Theodore R. Ochs, Jr. 7-19-2013  
Signed by EMO Official Date

Theodore R. Ochs, Jr. COO and CFO  
Print Name and Title of EMO Official

**BRIAN SANDOVAL**  
*Governor*

**STATE OF NEVADA**

**STEVE CANAVERO**  
*Director*



**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

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

October 31, 2012  
Via email

Jamie Castle  
1354 Kingsley Lane  
Carson City, NV 89701

Ref: Nevada Connections Academy

Dear Ms. Castle:

Enclosed please find the final 2011-2012 school year Annual Performance Audit as required by NRS 386.610 and NAC 386.410 for your Nevada State Public Charter School-sponsored charter school. These audit findings potentially will be submitted to the SPCSA Board during the upcoming meeting.

Don't hesitate to contact me at 775.687.9178 or [akellogg@spcsa.nv.gov](mailto:akellogg@spcsa.nv.gov) with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Allyson Kellogg".

Allyson Kellogg  
Management Analyst

cc: Steve Canavero  
Katie Keating  
Kristen Mitchell  
Mindi Dagerman  
Scott Harrington  
Kelly McGlynn  
Jafeth Evelyn Sanchez

2011-2012  
APA Item

Reviewer	NCA 10-11 Final Audit	IV Connect Ions Draft Audit	IV Connect Ions 11-12 Final Audit	11-12 Final Comments
Angela Blair	Yes	N/A	N/A	
Angela Blair/ Katherine Rohrer	No	Yes	Yes	
Angela Blair/ Katherine Rohrer	Yes	Yes	Yes	
Katherine Rohrer	Yes	Yes	Yes	
Tom McCormack	Yes	Yes	Yes	
Allyson Kellogg	No	Yes	Yes	
Tom McCormack	No	Yes	Yes	
Suzanne Etter	Yes	Yes	Yes	
Tom McCormack	Yes	Yes	Yes	
Angela Blair	Yes	Yes	Yes	
Allyson Kellogg	Yes	No	Yes	Update to reflect changes in inventory
Allyson Kellogg	Yes	Yes	Yes	

16. If pupils with disabilities are enrolled in the charter school, a determination whether the provision of special educational services and programs to those pupils complies with the requirements set forth in chapters 388 and 395 of NRS and NAC 388.150 to 388.450, inclusive.

17. A determination whether the charter school provides instruction in the core academic subjects set forth in subsection 1 of NRS 389.018, as applicable for the grade levels of pupils who are enrolled in the charter school.

18. A determination whether the charter school provides at least the courses of study that are required of pupils by statute or regulation for promotion to the next grade or graduation from a public high school and requires the pupils who are enrolled in the charter school to take those courses of study.

19. A determination whether the charter school complies with NRS 386.590 regarding the employment of teachers and other educational personnel.

20. A determination whether the status of the employees of the charter school and the rights and benefits provided to those employees comply with NRS 386.595.

21. A description of the manner in which the charter school maintains personnel records for its employees.

22. A description of the procedure for the enrollment of pupils in the charter school, including, without limitation, whether the charter school enrolls pupils on the basis of a lottery system if more pupils who are eligible for enrollment apply for enrollment than the number of spaces that are available.

23. If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding the ages for enrollment in those grades.

24. A determination whether the charter school refrains from charging tuition or fees, except for those fees that are authorized by specific statute or by the written charter of the charter school.

25. A determination whether the charter school provides written notice within the first 10 days of school each year to the parents and legal guardians of pupils enrolled in grades 9 to 12, inclusive, whether the charter school is accredited by the Commission on Schools of the Northwest Association of Schools and of Colleges and Universities. (NRS 386.550(1)(m), NAC 386.350(10))

26. A determination whether the charter school complies with NRS 386.583 regarding the adoption of rules for academic retention.

27. A determination of whether the charter school maintains the type and amount of insurance (a) required by NAC 386.215, (b) in a manner that complies with paragraph (f) of subsection 1 of NRS 386.550, which may include workers' compensation insurance, or is otherwise prepared to hold harmless, indemnify and defend the sponsor of the charter school as required by that paragraph.

28. A determination whether the written inventory of equipment, supplies and textbooks that is maintained by the charter school pursuant to NAC 386.342 is current and accurate.

29. A determination whether the annual NRS 387.303 financial report was submitted on time and properly completed.

Annual Performance Audit, 2011-12 School Year  
Items 1, 2, 3, 4, 5, 20, 22, 24, 25 30

School: Nevada Connections Academy

First year school? No

High school? Yes

NF = Not Found

NA = Not Applicable

1. Compliance with charter: **Noncompliant**

Did the school submit a revised NAC 386.350(3) report? NF

If the school did not submit a revised NAC 386.350(3) report, did the school submit a statement that the information for the report submitted in September 2011 has not changed? NF

To correct: **Please provide either the revised report or a written statement that the information for the report has not changed since September 2011.**

**Now compliant; in the future please report this information under the headings A-I found on the form in AOIS.**

2. Governing body membership: **Compliant**

Did the school provide the requested information for each board member? Yes

3. Governing body meetings: **Noncompliant**

Did the school provide a list of the dates of governing body meetings conducted since April 1, 2011 (except for first year schools, which should have meetings beginning no later than October, 2011)? A "2011-2012 Meeting Schedule..." was found in AOIS, but it does not appear to be a list of meetings that were actually conducted between April 1, 2011 and the present (for example, a meeting date of June 19, 2012, is included).

To correct: **Provide the list of dates of meeting that were actually conducted.**

**Now compliant**

Was a list of all fees or a statement that no fees are received from pupils submitted? **Yes**

25. Accreditation (applies only to high schools): **Compliant**

For high schools only, was a copy of the written notice of accreditation status dated not later than 10 days after the first day of school for the 2011-12 school year submitted? **Yes**

30. Annual Audit: **Compliant**

Were dates of governing body meetings regarding the annual independent financial audit (NAC 387.775(5) and (9)) provided? **According to the 10/18/11 board meeting minutes, the audit was "accepted" by unanimous action of the board even though the agenda does not indicate "Review and Acceptance of 2010-2011 Audit report" as an action item. Please recall for the future the guidance that has been provided: "In case no 'recommendations' are provided in the report of the audit...in no case may the governing body avoid an action item regarding NAC 387.775(5) and (9) altogether." Connections did not avoid an action item, but the item was not identified as an action item in the 10/18/11 agenda.**

The school stated they will add language specifically identifying the use of GSA rates to their travel reimbursement policy.

The School's corrective action appears reasonable.

**RESPONSE:** The School responded by stating three steps had been implemented to ensure these items do not happen again:

- 1) Pamela Trickett, CPA, Connections Education Accounts Manager, stated that the Pitney Bowles incident was due to billing irregularities and the School will be credited any overages during the year. The process will also be modified going forward to have a single invoice which will eliminate the need for adjustments and credits at year end.
- 2) A purchase order system is in place for all purchases, including open purchase orders for ongoing school expenditures.
- 3) The Accounts Payable Department is currently in the process of drafting revisions to Nevada Connections' travel policy to include the use of GSA rules.

**STATUS: NON COMPLIANT**

We consider the School's corrective action to be reasonable.

**PRIOR YEAR FINDING:** The school did not have administrative approval for most expenses, there was no supporting documentation for one check that was tested and voided checks were just shredded with no documentation to prove the void.

**15.** A description of the attendance policy of the charter school and a determination whether the policy is (NAC 386.350(4)):

- a. Distributed to each pupil at the beginning of the school year and to each new pupil who enters the school during the school year; and
- b. Available for public inspection at the school

**COMPLIANT**

Per 2011-2012 Pupil Enrollment and Attendance Audit

**23.** If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding age enrollment for pupils in those grades.

**COMPLIANT**

Per 2011-2012 Pupil Enrollment and Attendance Audit

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*File*

**MEMORANDUM**

VIA HAND DELIVERY

TO: Steve Canavero, Ph.D.  
NEVADA DEPARTMENT OF EDUCATION  
Director, Office of Charter Schools  
1749 Stewart Street, Suite 40  
Carson City, NV 89706

Jamie Castle  
1354 Kingsley Lane  
Carson City, NV 89701

FROM: Laura K. Granier, Esq.

DATE: July 19, 2012

SUBJECT: Nevada Connections Academy

FILE: 21206-1

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Enclosed is the EMO Report for FY 2011-2012 for Nevada Connections Academy, submitted pursuant to NAC 386.405(6).

Should you have any questions, or require any additional information, please advise.



Laura K. Granier, Esq.

LKG/jes  
Attachment (as stated above)

**Nevada Department of Education**  
**Educational Management Organization (EMO) Revenue and Expenses**  
**End of Year Report FY 2011-12**  
 Per Adopted Regulation R071-10, Sec 12 and NAC 386.405 (6)

This form must be completed by every EMO (as defined in NAC 386.033) that contracts with a Nevada charter school

Name of Educational Management Organization (EMO): Connections Academy of Nevada, LLC  
 Charter School: Nevada Connections Academy  
 Charter School Sponsor: Nevada State Board of Education

	Private monies	Public monies *
(a) The amount of money received by the EMO from public and private sources to carry out the terms of the contract	\$0.00	\$7,839,775.00

\* If the monies received by the EMO from the charter school named above does not equal the "amount of money received from public sources," explain why.

(b) The expenditures of the EMO relating to carrying out the contract, including, without limitation, the payment of salaries, benefits and bonuses	\$316,538.00	Total salary, benefits, bonuses
Salary and Benefits	\$297,938.00	
Bonuses	\$18,600.00	

1 Total number of FTE employees providing a direct service to this charter school who are employed by the EMO.

a. Total number of FTE licensed and non-licensed teachers (offsite or onsite) **reference cover sheet	0
b. Total number of FTE non-teaching employees (offsite or onsite) employed by EMO (i.e. school administrator, school business/finance officer, counselors, psychologists, maintenance staff, etc.)	3

2 Items below are non-salary, non-benefit, and non-bonus expenditures of the EMO relating to carrying out this contract.

a. Instructional (eg: assessment, curriculum, textbooks)	\$4,836,318.00
b. Non-instructional (eg: accounting, board support)	\$2,549,167.00
c. Facilities (eg: maintenance and support)	\$137,752.00

(c) An identification of each contract, transaction and agreement entered into by the educational management organization related to carrying out the contract with the charter school, including, without limitation, contracts, transactions and agreements with parent organizations, subsidiaries and partnerships of the educational management organization

1 Name of contractor/vendor	<u>Connections Education, LLC</u>
Amount this fiscal year	<u>\$8,339,775.00</u>
Term/Dates of contract/agreement	<u>Effective Through June 30, 2013</u>
Purpose of contract/agreement	<u>To Provide educational and administrative services.</u>
2 Name of contractor/vendor	<u>\$0.00</u>
Amount this fiscal year	<u>\$0.00</u>
Term/Dates of contract/agreement	<u></u>
Purpose of contract/agreement	<u></u>
3 Name of contractor/vendor	<u>\$0.00</u>
Amount this fiscal year	<u>\$0.00</u>
Term/Dates of contract/agreement	<u></u>
Purpose of contract/agreement	<u></u>

[Empty rectangular box]

**4** Name of contractor/vendor \_\_\_\_\_  
Amount this fiscal year \_\_\_\_\_ \$0.00  
Term/Dates of contract/agreement \_\_\_\_\_  
Purpose of contract/agreement \_\_\_\_\_

[Empty rectangular box]

**5** Name of contractor/vendor \_\_\_\_\_  
Amount this fiscal year \_\_\_\_\_ \$0.00  
Term/Dates of contract/agreement \_\_\_\_\_  
Purpose of contract/agreement \_\_\_\_\_

[Empty rectangular box]

Theodore R. Ochs, Jr. 7-12-2012  
Signed by EMO Official Date  
Theodore R. Ochs, Jr., COO and CFO  
Print Name and Title of EMO Official

# LIONEL SAWYER & COLLINS

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January 24, 2012

*Steve:  
we'll meet  
w/ Jennifer*

MICHAEL D. KNOX  
MEREDITH L. MARKWELL  
RICHARD T. CUNNINGHAM  
JENNIFER J. DIMARZIO  
PEARL L. GALLAGHER  
LUCAS J. TUCKER  
CHRISTOPHER WALTHER  
KEVIN J. HEJMANOWSKI  
KETAN D. BHIRUD  
ROBERT W. HERNQUIST  
COURTNEY MILLER O'MARA

BRIAN H. SCHUSTERMAN  
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JAMES B. GIBSON  
JING ZHAO  
JOHN D. TENNERT  
MARLA J. DaVEE  
STEVEN C. ANDERSON  
RYAN A. ANDERSEN  
KATHERINE L. HOFFMAN

SAMUEL S. LIONEL  
GRANT SAWYER  
(1918-1996)

JON R. COLLINS  
(1923-1987)

RICHARD H. BRYAN  
JEFFREY P. ZUCKER  
PAUL R. HEJMANOWSKI  
ROBERT D. FAISS  
DAVID N. FREDERICK  
RODNEY M. JEAN  
TODD TOUTON  
LYNDA S. MABRY  
MARK H. GOLDSTEIN  
KIRBY J. SMITH  
COLLEEN A. DOLAN  
JENNIFER A. SMITH  
DAN R. REASER  
PAUL E. LARSEN  
ALLEN J. WILT  
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JOHN E. DAWSON  
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CHARLES H. McCREA JR.  
GREGORY E. SMITH  
MALANI L. KOTCHKA  
LESLIE BRYAN HART  
CRAIG E. ETEM  
TODD E. KENNEDY  
MATTHEW E. WATSON  
JOHN M. NAYLOR  
WILLIAM J. McKEAN  
ELIZABETH BRICKFIELD  
GREGORY R. GEMIGNANI  
LINDA M. BULLEN  
LAURA J. THALACKER  
DOREEN SPEARS HARTWELL  
LAURA K. GRANIER  
MAXIMILIANO D. COUVILLIER III  
ERIN FLYNN  
JENNIFER ROBERTS  
MARK A. CLAYTON  
MATTHEW R. POLICASTRO  
CHRISTOPHER MATHEWS

OF COUNSEL  
A. WILLIAM MAUPIN  
RICHARD J. MORGAN\*  
ELLEN WHITTEMORE  
CHRISTOPHER MATHEWS

\*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER  
(775) 788-8602

LGRANIER@LIONELSAWYER.COM

Steve Canavero, Ph.D.  
Nevada Department of Education  
Director, Charter School Authority  
1749 N. Stewart Street, Suite 40  
Carson City, NV 89706-2543

**RE: NEVADA CONNECTIONS ACADEMY**

Dear Steve:

Pursuant to NRS 386.527 and NAC 386.325, NCA hereby requests approval of an amendment to its written charter to align the goals in the charter with those school annual goals approved by the governing board each school year. As required under NRS 386.520(b), NCA's charter includes a written description of the mission and goals of the school as identified in the original charter application as approved. In accordance with NRS 386.520(b), the charter identified at least one (and, in fact, three) of the statutorily identified goals. See Final Charter Application for NCA Revised 10/25/06 at 95-97 (identifying three of the statutorily identified goals): (i) improving the opportunities for pupils to learn; (ii) encouraging the use of effective methods of teaching; and, (iii) providing an accurate measurement of the educational achievement of pupils.

While NCA still strives to and does accomplish all three of these previously identified goals, with the school's growth and development since opening, the governing board has identified other measurable and more specific annual goals on which it receives reports from the school administration. The school annual goals are developed each year after school stakeholders review outcomes. Accordingly, to facilitate more efficient reporting, NCA seeks to

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ATTORNEYS AT LAW

Steve Canavero, Ph.D.  
January 24, 2012  
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amend its charter to align the mission and goals of the school with the annual goals approved by the NCA Governing Board each year which will include the statutorily required goal(s).

This year's annual school goals were approved at its October 18, 2011 meeting. Attached hereto for your information and records is a copy of the minutes from that meeting reflecting the board's approval of the school's goals for 2011-2012. Also attached is a copy of the minutes from the January 17, 2012 NCA board meeting at which the board approved seeking this charter amendment.

NCA looks forward to continuing to provide highly effective methods of teaching students through Personalized Performance Learning. The Governing Board and the entire NCA team strive to provide excellence in the educational opportunity for each of our NCA students.

NCA's requested amendment would revise Section 5.7 and 5.7 (a) of the written charter to provide the following:

The NCA Governing Board will approve annual school goals tied to the academic achievement of students and other data-driven measures aligned to the school's mission. These annual school goals will align with the statutory goals below:

- i) improving the opportunities for pupils to learn;
- ii) encouraging the use of effective methods of teaching; and
- iii) providing an accurate measurement of the educational achievement of pupils.

An example of the annual school goals for the 2011-2012 school year approved by the NCA Governing Board include:

**STUDENT ACADEMIC GOALS**

- **Student Academic Goal 1 - Student Progress:** Nevada Connections Academy will demonstrate Adequate Yearly Progress (AYP) in K-8 and 9-12 as indicated on the 2011-2012 School Accountability Summary Report.

**Measurement:** ← percentage of students tested (participation), percentage of students who score at or above the proficient level on annual statewide tests (academic achievement), and another academic indicator (other indicator): school attendance or graduation rate. Attendance is recorded electronically with appropriate controls in the LMS and verified as accurate and legitimate by teacher professional judgment based on actual student work products.

?  
We need them all - not just an example

did they make AYP, as determined by the NDE, or not?

irrelevant

Steve Canavero, Ph.D.  
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Page 3

Financial Goals?  
Governance Goals?

reported by  
NDE, not the  
School -

irrelevant

**Timeframe:** AYP is determined and reported annually. Attendance rate is reported each month to the Governing Body.

- **Student Academic Goal 2 – Student Academic Achievement Scores:** Nevada Connections Academy students will meet or exceed the Annual Measurable Objectives (AMO) on CRTs and HSPEs. CRT Targets: grades 3-8 Reading and Math, grades 5 and 8 Reading, Writing, Science and Math. HSPE Targets: Math, Reading and Science in grades 10 and 11 and also Writing in grade 11.

**Measurement:** CRTs and HSPEs.

**Timeframe:** Annually.

is this  
state-  
determined?  
or  
NCA-  
determined?

- **School Non-Academic Goal – Family Satisfaction:** Nevada Connections Academy will increase overall family satisfaction each school year. NCA families will rate their school highly and be satisfied with their children's school experience.

**Measurement:** Parent satisfaction surveys (conducted by a third party) and Monthly School Reports.

**Timeframe:** Parent Satisfaction Survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

no-  
hum

baseline? Increase by how much?

**5.7(a) A written description of the mission and goals for the charter school. In addition to the other goals identified, the applicant must choose at least one of the following six goals.**

See Mission, above. The school-specific academic goals identified above directly address the school's stated purposes that include the goal of providing an accurate measurement of the educational achievement of students. The NCA Education Management System and assessment protocols described above provide for accurate, ongoing measurement of student achievement. In addition to the school-specific goals Nevada Connections Academy will have an annual school goal that directly addresses the stated purpose in improving the opportunities for pupils to learn (and indirectly addresses the other goals identified in NRS 386.520(2)(b). For example, the 2011-2012 annual school goal approved by the NCA school board for this area is:

**1. Improving the opportunities for pupils to learn;**

**(a) Goal:** Every enrolled high school student (grades 9-12), present since the first day of Semester II, will have a post-secondary plan (enrollment, employment or enlistment) in place by no later than May 15th of the school year.

Ho  
Hum -  
This is  
process,  
not  
results.

Is this supposed to  
be different from the  
"Student Academic Goals" on previous  
page? If so, why?

\* How will they  
follow up →

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ATTORNEYS AT LAW

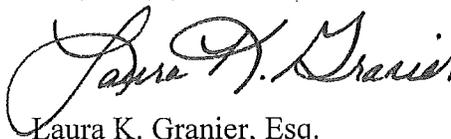
Steve Canavero, Ph.D.  
January 24, 2012  
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**(b) Measurement:** Every enrolled high school student will have a completed Personal Learning Plan by May 15th of the school year.

**(c) Timeframe:** Ongoing, reported annually to all stakeholders – the Governing Body, the sponsor, parents and students.

Of course, I am available to address any questions you may have regarding the proposed amendment and/or provide you any additional information you may need. Thank you very much for your assistance.

Very truly yours,



Laura K. Granier, Esq.

LKG:jes

Enclosures: Minutes, 10/18/2011 Meeting  
Minutes, 1/17/2012 Meeting

cc: Jennifer Dukek, Principal, NCA  
Jamie Castle, President NCA Governing Board

enroll,  
get a job,  
or enlist?

CONT. from previous  
page  
... to find out what kids actually  
do after graduation? Is  
the goal for every kid  
to either

## Thomas McCormack

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**From:** Thomas McCormack  
**Sent:** Wednesday, February 01, 2012 11:23 AM  
**To:** Steve Canavero  
**Cc:** Katherine Rohrer  
**Subject:** Connections' goals amendment request

Steve, I know you plan to meet with Jennifer Dukek regarding a recent request we got for amendment of the school's goals, so I've reviewed her request and have the following comments:

The 1/24/12 letter gives "examples" of the annual school goals. We want all the school's goals, right?, not just "examples."

I think "Student Academic Goal 1..." as far as it goes/doesn't go, is fine, but all the language under "Measurement" is irrelevant, for the purpose of identifying a goal. Either they make AYP or not, as determined by the NDE. Under "Timeframe" I would add "AYP is determined and reported annually by NDE": I don't think that's clear in what they wrote. I'd say the sentence "Attendance rate is reported each month..." is irrelevant.

**Student Academic Goal 2:** I don't know what the AMO's are. Are those objectives the state has identified? If so, it seems OK, but if not—if the AMOs are identified by the school—then we need more information from the school.

**School Non-Academic Goal:** Family satisfaction...ho hum. But what's the baseline that they're going to improve upon? And by how much will they improve? What are "monthly school reports" ?

Is the 5.7(a)/post secondary plan goal supposed to be in a different category than the other three "examples" preceding it? If so, why? But this is another ho hum goal. They're going to make sure every kid "has a post secondary plan," period. How about measuring whether the kid actually pursues (and succeeds in!) the plan identified by the school. How about some goals like:

At least 30% of graduates will enroll in either university or community college and will require no remedial instruction.

At least 30% of graduates will be employed in the field identified in the post secondary plan.

At least 30% of graduates will enlist and be accepted into the armed forces.

I think we should refer them to the guidance in the Charter School App Packet regarding goals/objectives.

Tom McCormack  
Education Program Professional  
State Public Charter School Authority  
1749 Stewart Street, Suite 40  
Carson City NV 89706  
**Note new email address: [tmccormack@spsca.nv.gov](mailto:tmccormack@spsca.nv.gov)**  
775-687-9149  
fax 775-687-9113

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charter school, employees of the charter school, and pupils enrolled in the charter school. In addition, the Governing Body would, in the event of a closure, create a current and projected payroll and payroll benefits commitment, listing each employee, each employment position and the amount of money required to satisfy existing contracts. The Governing Body also would submit to the State Board of Education, a report of the income tax documentation for the employees of the Academy and, ensure that the Academy's outstanding obligations are settled after closure of the school, including, without limitation, unemployment compensation, employee benefits, resolution of the lease agreement for the charter school, if applicable and, final balances for utilities and other costs.

If a closure should occur, any capital assets or excess funds remaining after all financial obligations have been satisfied would be distributed per IRS and Nevada Department of Education guidelines. Any remaining restricted assets, such as grant money and money contained in restricted categorical funds would be returned to their source. All money received by the Academy from the State that is unencumbered would be returned to the Department to be placed in an escrow account for the purpose of satisfying any outstanding obligations of the Academy. If the school had insufficient funds to pay all creditors, its Connections Academy EMO partner would be treated as an unsecured creditor and would likely be the party who would not be fully paid. Any funds provided to the school by the State for services that will not be rendered would be promptly returned to the State, following the procedures outlined by the State.

Not later than six months after closure of the school, the Governing Body would provide to the Department and the State Board, the results of an independent audit, including, without limitation, the net assets and net liabilities of the Academy. In addition, the Governing Body would provide the annual report of budget required by NRS 386.600.

#### **5.7 *Mission, Goals, Measurement of Accomplishment of Goals, and Timeline for Accomplishment of Goals***

The following mission, goals, measurements, and timelines will be discussed with the proposed sponsor and modified as needed to be mutually agreeable to the applicant and the proposed sponsor.

**Mission:** Nevada Connections Academy is an innovative K-12 distance learning public charter school whose mission is to maximize academic achievement for students throughout Nevada County who need an alternative to the traditional classroom. Working from home (or occasionally, at the parent's discretion, at a supervised community location such as a library) under the guidance of Nevada certified teachers with whom they interact via technology following a Personalized Learning Plan, Nevada Connections Academy students will engage in a rigorous, Nevada standards-aligned curriculum that is rich in print, enhanced by technology, and tailored to their individual learning needs.

- **School-Student Academic Goal 2-Yearly Growth:** At least 75% of Nevada Connections Academy students will demonstrate satisfactory academic growth within each year in the school.

**Measurement:** Longitudinal Evaluation of Academic Progress (LEAP) pre- and post-testing. A student will be deemed as having demonstrated “satisfactory academic growth” if she or he gains 10 percentage points from pre-test to post-test OR has a post-test score of at least 75%.

**Timeframe:** Administered at the beginning and end of each school year; results analyzed and reported annually.

- **School-Student Academic Goal 3-Achievement Scores:** Nevada Connections Academy students will perform equal to or better than comparable Nevada public schools on the Nevada Proficiency Examination Program; The school intends to meet Adequate Yearly Progress (“AYP”) as defined by the Nevada Department of Education beginning in Year 1; by Year 5, the school will aim to exceed statewide averages on these tests~~required tests. The school will meet Adequate Yearly Progress (“AYP”) beginning in Year 2.~~

**Measurement:** Nevada Proficiency Examination Program and No Child Left Behind.

**Timeframe:** Assessments administered as defined in section 2.7(a), above; results analyzed and reported annually. Nevada Connections Academy intends to meet AYP beginning in Year 1~~meet statewide averages in Year 2,~~ and exceed statewide averages by Year 5,~~and, meet AYP beginning in Year 2.~~

## SCHOOL NON-ACADEMIC GOALS (TIER 2)

- **School Non-Academic Goal 4-High-Quality Teaching:** Nevada Connections Academy will provide its students with excellent, highly qualified teaching focused on the needs of each learner.

**Measurement:** 100% of the teachers will be Highly Qualified as defined under No Child Left Behind as documented by data in the LMS; at least 90% of parents each year will express satisfaction with their children’s teacher on the annual Parent Satisfaction survey (conducted by a third party with publicly reported results).

**Timeframe:** LMS data regarding teacher qualifications is maintained continuously and reported monthly to the Governing Body; Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

(including giftedness); 10% minority students; and 20% students from rural areas.

**(c) Timeframe:** Ongoing, reported monthly to Governing Body.

**2. Encouraging the use of effective methods of teaching;**

**(a) Goal:** The Nevada Connections Academy instructional model, known as Personalized Performance Learning, provides effective methods of teaching students with unique learning needs (such as students with certain disabilities, elite athletes, the homebound, the bullied, and others in seek of an alternative) in a distance learning environment. See Section 2.6(a) for discussion of teaching methods.

**(b) Measurement:** Data gathered in LMS regarding application of teaching methods (teacher-student contacts, student progress metrics, use of technology tools) together with achievement results discussed ~~School~~ Student Academic Goals 1-3 under 5.7, above.

**(c) Timeframe:** Collected continuously, reported monthly to Governing Body, with annual report to all stakeholders – the Governing Body, the sponsor, parents and students.

**3. Providing an accurate measurement of the educational achievement of pupils;**

**(a) Goal:** The Nevada Connections Academy Learning Management System (LMS) and assessment protocols – described in depth in Section 2.6(a) and 2.7(a) – will provide for accurate, ongoing measurement of student achievement.

**(b) Measurement:** See ~~School~~ Student Academic Goals 1-3 with Measurement metrics under 5.7, above.

**(c) Timeframe:** See ~~School~~ Student Academic Goals 1-3 with Timeframes under 5.7, above.

~~**4. Establishing accountability of public schools;**~~

~~**(a) Goal:** Nevada Connections Academy will be a fully accountable public school, with multiple data streams updated continuously and reported to stakeholders – the Governing Body, the sponsor, and the parents and students – as noted in School Goals under 5.7, above.~~

~~**(b) Measurement:** See School Goals 1-3 with Measurement metrics under 5.7, above.~~

~~**(c) Timeframe:** See School Goals 1-3 with Timeframes under 5.7, above.~~

~~**5. Providing a method for public schools to measure achievement based**~~

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January 24, 2012

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(1918-1996)

JON R. COLLINS  
(1923-1987)

RICHARD H. BRYAN  
JEFFREY P. ZUCKER  
PAUL R. HEJMANOWSKI  
ROBERT D. FAISS  
DAVID N. FREDERICK  
RODNEY M. JEAN  
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KETAN D. BHIRUD  
ROBERT W. HERNQUIST  
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OF COUNSEL  
A. WILLIAM MAUPIN  
RICHARD J. MORGAN\*  
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WRITER'S DIRECT DIAL NUMBER  
(775) 788-8602

LGRANIER@LIONELSAWYER.COM

Steve Canavero, Ph.D.  
Nevada Department of Education  
Director, Charter School Authority  
1749 N. Stewart Street, Suite 40  
Carson City, NV 89706-2543

**RE: NEVADA CONNECTIONS ACADEMY**

Dear Steve:

Pursuant to NRS 386.527 and NAC 386.325, NCA hereby requests approval of an amendment to its written charter to align the goals in the charter with those school annual goals approved by the governing board each school year. As required under NRS 386.520(b), NCA's charter includes a written description of the mission and goals of the school as identified in the original charter application as approved. In accordance with NRS 386.520(b), the charter identified at least one (and, in fact, three) of the statutorily identified goals. *See* Final Charter Application for NCA Revised 10/25/06 at 95-97 (identifying three of the statutorily identified goals): (i) improving the opportunities for pupils to learn; (ii) encouraging the use of effective methods of teaching; and, (iii) providing an accurate measurement of the educational achievement of pupils.

While NCA still strives to and does accomplish all three of these previously identified goals, with the school's growth and development since opening, the governing board has identified other measurable and more specific annual goals on which it receives reports from the school administration. The school annual goals are developed each year after school stakeholders review outcomes. Accordingly, to facilitate more efficient reporting, NCA seeks to

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ATTORNEYS AT LAW

Steve Canavero, Ph.D.  
January 24, 2012  
Page 2

amend its charter to align the mission and goals of the school with the annual goals approved by the NCA Governing Board each year which will include the statutorily required goal(s).

This year's annual school goals were approved at its October 18, 2011 meeting. Attached hereto for your information and records is a copy of the minutes from that meeting reflecting the board's approval of the school's goals for 2011-2012. Also attached is a copy of the minutes from the January 17, 2012 NCA board meeting at which the board approved seeking this charter amendment.

NCA looks forward to continuing to provide highly effective methods of teaching students through Personalized Performance Learning. The Governing Board and the entire NCA team strive to provide excellence in the educational opportunity for each of our NCA students.

NCA's requested amendment would revise Section 5.7 and 5.7 (a) of the written charter to provide the following:

The NCA Governing Board will approve annual school goals tied to the academic achievement of students and other data-driven measures aligned to the school's mission. These annual school goals will align with the statutory goals below:

- i) improving the opportunities for pupils to learn;
- ii) encouraging the use of effective methods of teaching; and
- iii) providing an accurate measurement of the educational achievement of pupils.

An example of the annual school goals for the 2011-2012 school year approved by the NCA Governing Board include:

**STUDENT ACADEMIC GOALS**

- **Student Academic Goal 1 - Student Progress:** Nevada Connections Academy will demonstrate Adequate Yearly Progress (AYP) in K-8 and 9-12 as indicated on the 2011-2012 School Accountability Summary Report.

**Measurement:** percentage of students tested (participation), percentage of students who score at or above the proficient level on annual statewide tests (academic achievement), and another academic indicator (other indicator): school attendance or graduation rate. Attendance is recorded electronically with appropriate controls in the LMS and verified as accurate and legitimate by teacher professional judgment based on actual student work products.

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Page 3

**Timeframe:** AYP is determined and reported annually. Attendance rate is reported each month to the Governing Body.

- **Student Academic Goal 2 – Student Academic Achievement Scores:** Nevada Connections Academy students will meet or exceed the Annual Measurable Objectives (AMO) on CRTs and HSPEs. CRT Targets: grades 3-8 Reading and Math, grades 5 and 8 Reading, Writing, Science and Math. HSPE Targets: Math, Reading and Science in grades 10 and 11 and also Writing in grade 11.

**Measurement:** CRTs and HSPEs.

**Timeframe:** Annually.

- **School Non-Academic Goal – Family Satisfaction:** Nevada Connections Academy will increase overall family satisfaction each school year. NCA families will rate their school highly and be satisfied with their children's school experience.

**Measurement:** Parent satisfaction surveys (conducted by a third party) and Monthly School Reports.

**Timeframe:** Parent Satisfaction Survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**5.7(a) A written description of the mission and goals for the charter school. In addition to the other goals identified, the applicant must choose at least one of the following six goals.**

See Mission, above. The school-specific academic goals identified above directly address the school's stated purposes that include the goal of providing an accurate measurement of the educational achievement of students. The NCA Education Management System and assessment protocols described above provide for accurate, ongoing measurement of student achievement. In addition to the school-specific goals Nevada Connections Academy will have an annual school goal that directly addresses the stated purpose in improving the opportunities for pupils to learn (and indirectly addresses the other goals identified in NRS 386.520(2)(b)). For example, the 2011-2012 annual school goal approved by the NCA school board for this area is:

**1. Improving the opportunities for pupils to learn;**

**(a) Goal:** Every enrolled high school student (grades 9-12), present since the first day of Semester II, will have a post-secondary plan (enrollment, employment or enlistment) in place by no later than May 15th of the school year.

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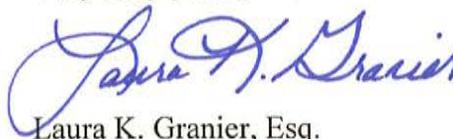
Steve Canavero, Ph.D.  
January 24, 2012  
Page 4

*(b) Measurement:* Every enrolled high school student will have a completed Personal Learning Plan by May 15th of the school year.

*(c) Timeframe:* Ongoing, reported annually to all stakeholders – the Governing Body, the sponsor, parents and students.

Of course, I am available to address any questions you may have regarding the proposed amendment and/or provide you any additional information you may need. Thank you very much for your assistance.

Very truly yours,



Laura K. Granier, Esq.

LKG:jes

Enclosures: Minutes, 10/18/2011 Meeting  
Minutes, 1/17/2012 Meeting

cc: Jennifer Dukek, Principal, NCA  
Jamie Castle, President NCA Governing Board

SC ✓  
TM

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October 31, 2011

OF COUNSEL  
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**Via Hand Delivery**

Steve Canavero, Ph.D.  
Nevada Department of Education  
1749 Stewart Street, Suite 40  
Carson City, Nevada 89701

**RE: NEVADA CONNECTIONS ACADEMY**

Dear Steve:

In response to the Nevada Department of Education's request for a report on Nevada Connections Academy's ("NCA") plan for compliance with Assembly Bill 171 from the 2011 Legislative Session, we provide the following.

In light of changes to NRS 386.549 prescribing certain requirements for membership of charter school governing boards, NCA has reviewed its bylaws and will consider revisions at its next regularly scheduled board meeting to align the bylaws with statutory amendments. In addition, while NCA believes its current governing board membership satisfies all of the statutory requirements, the board will review the specific requirements to ensure that each category required under NRS 386.549 is specifically filled by separate persons on the board. If any new members are necessary to satisfy any of the statutorily required positions, NCA will begin recruitment immediately to ensure compliance by July 1, 2012.

NCA's current board members include a parent of a pupil enrolled in the charter school who is not a teacher or an administrator at the charter school, Katie Keating. Jamie Castle and Tiffany Shively-Busse both are Nevada licensed teachers. Kirsten Mitchell, through her work as Treasurer for the NCA governing board since its inception, possesses knowledge and experience in accounting. The board will review specific experience and knowledge of other members in

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ATTORNEYS AT LAW

Steve Canavero, Ph.D.  
October 31, 2011  
Page 2

accounting, financial services, law, and human resources but believes other existing members may satisfy this requirement.

Should you have any questions or require additional information, please give me a call.

Very truly yours,

A handwritten signature in cursive script that reads "Laura K. Granier/jes". The signature is written in black ink and is positioned above the typed name.

Laura K. Granier, Esq.

LKG:jes

cc: Jamie Castle

KEITH W RHEULT  
*Superintendent of Public Instruction*

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September 1, 2011

Jennifer Dukek, Administrator  
Nevada Connections Academy  
175 Salomon Circle  
Sparks NV 89434

Dear Jennifer:

Enclosed please find approval of your school's request to limit enrollment for the 2011-2012 school year.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom McCormack". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Tom McCormack  
Education Program Professional

Request to Limit Enrollment  
Pursuant to NAC 387.353(1)(c)

Nevada Connections Academy Charter School

Date of Governing Body Request: August 15, 2011; request attached.

I hereby approve the attached request to limit enrollment at Nevada Connections Academy for the 2011-2012 school year.

Signature of Superintendent of Public Instruction Keith Rheault:

Keith W. Rheault

Date of Signature: 8/31/11



August 15, 2011

Dr. Keith Rheault, Superintendent  
Department of Education  
700 E. Fifth Street  
Carson City, NV 89701

**Re: Request for Written Permission to Limit Enrollment Based on  
Financial Burden on the School**

Dear Dr. Rheault,

Pursuant to the Department's Adopted Regulation R071-10, on behalf of the Nevada Connections Academy, I am requesting your written permission to limit the enrollment of pupils to the greater of 1,700 students or the number of students enrolled for count day. NCA has entered into an agreement with a provider of software for a program of education used at the school. Under the terms of our agreement, we believe the enrollment of additional pupils in the charter school will be an undue financial burden on the charter school and, therefore, respectfully request your approval to limit enrollment on that basis.

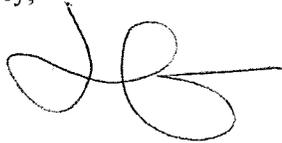
On May 17, 2011, the NCA governing board approved the Professional Services Agreement with Connections Academy of Nevada. The fully executed agreement was submitted to your office on June 8, 2011 and we believe constitutes documentation that supports this request to limit enrollment. Our educational program at NCA is highly individualized and, in addition to software, the fee schedule and Professional Services Agreement includes several categories of fees that are enrollment based. If the school accepts students beyond the maximum number enrolled on count day for which they can receive funding, we will not have money to pay the provider for necessary software and other materials necessary to serve the additional pupils. Accordingly, exceeding the number of students for which our school is funded will impose undue financial and other burden on the school.

Allowing this limit on enrollment will ensure the school's ability to serve the needs of its students. Each month, the school will hold a random lottery as described in our charter agreement to fill any seats up to that number.

Dr. Keith Rheault, Superintendent  
August 15, 2011  
Page 2

Thank you for your consideration of this request. Of course, if you have any questions, please let me know or contact our board counsel, Laura Granier at (775) 788-8602.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line and a loop.

Jamie Castle  
President, Nevada Connections Academy Charter School Governing Body

## Application to Limit the Number of Pupils Enrolled In a Charter School

Section 2, Subsection 1 of Regulation R071-10, clarifies how a charter school, under certain circumstances, may limit enrollment to “a specified number of pupils.” The method by which a distance education charter school may limit enrollment to a specified number of pupils is by obtaining written permission from the Superintendent of Public Instruction (Superintendent). This document is the “form prescribed by the Superintendent of Public Instruction” that must be submitted to the Superintendent for:

1. Written permission to limit the enrollment to “a specified number of pupils”; or
2. A waiver from the requirement to enroll a pupil from the school’s enrollment waiting list.

This application must be submitted to the Superintendent **not later than the first day of the school year**, and must be resubmitted annually for any school year the school wishes to limit the number of pupils enrolled.

Name of charter school submitting this application: **Nevada Connections Academy**

Date of application submission: **August 15, 2011**

Date of Governing Body meeting at which action was taken to identify whether the application is for:

1. Permission to limit enrollment to a specified number, and determination of what that number is; or
2. A waiver from the requirement to enroll a pupil from the enrollment waiting list.

Meeting date: **June 28, 2011**

Check one, A or B, below:

- A. This is an application for written permission from the Superintendent of Public Instruction to limit the enrollment of pupils in the charter school to a *specified number of pupils*.

That number is **the greater of 1,700 students or the number of students enrolled for count day**.

OR

B. This is an application for a waiver from the Superintendent of Public Instruction from the requirement to enroll a pupil from the school's enrollment waiting list.

Attach to this application:

Documentation that the charter school has entered into an agreement with a provider of software for a program of education used in the school,

AND

Documentation which demonstrates that the enrollment of additional pupils in the school will be an undue financial burden on the school; if this is a request for a waiver (B, above), the documentation required under this part must clarify that the software provider charges the school whenever a new pupil enrolls regardless whether the overall number of pupils (due to one pupil withdrawing from the school and another from the enrollment waiting list enrolling in the school) remains the same.

Submission of this application to the Superintendent is authorized by President of the charter school's Governing Body (print name): **Jamie Castle**

Governing Body President's signature: \_\_\_\_\_



Date of signature: **August 15, 2011**

MITH W. RHEAULT  
Superintendent of  
Public Instruction

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February 7, 2011

Maureen Cotner  
Nevada Connections Academy  
5690 Riggins Ct., Ste. B  
Reno, NV 89502

Re: Special Accommodation Request for Thomas Brastoff

Dear Ms. Cotner:

The Department has reviewed a special accommodation request for Thomas Brastoff, who was born with Spastic Quadriplegia (a form of Cerebral Palsy), and plans to participate in the March, 2011 administration of the *High School Proficiency Examination in Writing*. To allow better access to the assessment, the Department will allow Thomas to take the examination over a two-day period, completing one topic each day. Topic B must be administered only on March 9. The Department will provide a special Topic A to be administered on a different day during testing week. Both prompts will be posted to the secure Bighorn site for your retrieval.

As indicated on the Department's list of pre-approved accommodations, Thomas will type his responses. Auto-editing features (e.g., spell check, grammar check, text-to-speech and/or speech-to-text conversion, word prediction) are not permitted and must be disabled. Thomas' answer document and attached responses must be submitted for scoring under a "Special Handling" header, and included with the school's test materials returned to the Department.

Please be advised this approval applies only to the March, 2011 administration of the *High School Proficiency Examination in Writing*. Requests must be resubmitted for each testing window during which Thomas will participate. You may contact me at 775-687-9260 or at [cmason@doe.nv.gov](mailto:cmason@doe.nv.gov) if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Carol Mason".

Carol Mason  
Test Security Coordinator

Cc: Anne Davidson  
Julian Montoya  
Beverly Mudd  
Jane Splean  
Tom McCormack

## Thomas McCormack

---

**From:** Jennifer Dukek [jdukek@connectionsacademy.com]  
**Sent:** Tuesday, September 28, 2010 7:01 PM  
**To:** Thomas McCormack  
**Cc:** Steve Canavero  
**Subject:** RE: parent complaint

Tom,

Yes, it is possible that the student is taking courses that NCA does not offer. There is no NCA requirement that limits pupils to one class for credit, but some parents may have been misinformed previously.

I believe Ms. Espinosa is the guidance counselor at Moapa HS.

Jennifer Dukek

Jennifer Dukek, Principal  
Nevada Connections Academy  
(775) 826-4200 ext. 301  
175 Salomon Circle  
Sparks, NV 89434

---

**From:** Thomas McCormack [tmccormack@doe.nv.gov]  
**Sent:** Tuesday, September 28, 2010 12:30 PM  
**To:** Jennifer Dukek  
**Cc:** Steve Canavero  
**Subject:** RE: parent complaint

Jennifer,

Thank you.

Is it possible that, rather than being dual-enrolled, the pupil is taking course(s) at Moapa pursuant to NRS 386.560(4)?

Is there a requirement at NCA that students request permission from NCA to take advantage of NRS 386.560(4)?

Is there an NCA requirement that limits pupils to one class for credit at a non-charter public/district school per NRS 386.560(4)?

Who is Ms. Espinosa? Does she work for Moapa?

I'll call you to discuss all this. Thanks again.

Tom McCormack, Charter School Consultant Department of Education  
Phone: (775)687-9149  
Fax: (775)687-9113  
Email: [tmccormack@doe.nv.gov](mailto:tmccormack@doe.nv.gov)

-----Original Message-----

**From:** Jennifer Dukek [mailto:jdukek@connectionsacademy.com]  
**Sent:** Tuesday, September 28, 2010 12:04 PM  
**To:** Thomas McCormack  
**Subject:** RE: parent complaint

Hi Tom,

Robin Hughes is one of our Special Education teachers here in Nevada. The student is enrolled here at Nevada Connections Academy. It appears that she may be dually enrolled, but I could not find a form on file indicating that she has requested to participate in electives or extra-curricular activities outside of NCA. I found the following note in the student file written by Robin Hughes yesterday, 9/27:

"Ms. Norita Espinosa returned my call. She said that Stacie probably is dually enrolled since the electives she is taking at Moapa Valley Empowerment HS are for credit. I explained that the state will ask us to withdraw any dually enrolled students. Stacie is taking her core classes, needed for graduation, from NCA. She would have to be taking classes for participation only at Moapa Valley Empowerment HS. Ms. Espinosa said she would contact Ms. Green and straighten things out before getting back to me.

Ms. Espinosa called back at 1pm. Ms. Green was confused about the situation and Ms. Espinosa wanted clarification. I explained that a student can take 1 class each semester for credit at their zoned school and still be enrolled at NCA if the class is not offered at NCA. Classes taken for participation would not affect enrollment, but time management may be an issue as many students find our classes very challenging and take time to do well in."

Please let me know if I can be of further assistance.

Jennifer Dukek

Jennifer Dukek, Principal  
Nevada Connections Academy  
(775) 826-4200 ext. 301  
175 Salomon Circle  
Sparks, NV 89434

---

From: Thomas McCormack [tmccormack@doe.nv.gov]  
Sent: Tuesday, September 28, 2010 11:47 AM  
To: Jennifer Dukek  
Cc: Steve Canavero  
Subject: parent complaint

Jennifer,

I'm following up on a parent complaint involving Nevada Connections Academy and Moapa High School. The complaint (written) isn't very clear, and the first thing I need to figure out is whether the pupil is enrolled at NCA or at Moapa High School. The complaint names a "Robin Hughes from NCA"; I don't know whether Robin is here in Nevada, or at Connections, Inc., so I thought I'd ask you my question:

Is Stacie Elaine Cameron enrolled at NCA?

Thank you.

Tom McCormack, Charter School Consultant Department of Education  
1749 Stewart Street, Suite 40  
Carson City, NV 89706-2543  
Phone: (775)687-9149  
Fax: (775)687-9113  
Email: [tmccormack@doe.nv.gov](mailto:tmccormack@doe.nv.gov)<<mailto:tmccormack@doe.nv.gov>>

## Thomas McCormack

---

**From:** Celeste Green [loca8866@mvdsl.co]  
**Sent:** Monday, September 27, 2010 1:19 PM  
**To:** Thomas McCormack  
**Subject:** Stacie E. Cameron

copy Angela too

Help! First is Nevada Connects a Charter school? This is what is happening. I signed my daughter Stacie up with Nevada Connects she is in 11th grade. I was told by my son in law whose son is also in Nevada Connects that in the nrs rights it says they can have 1 elective class in the regular school for credit if the home school dose not offer it. When I signed her up at Moapa High the counselor there said she could actually have 4 electives. So we signed her up for guitar, metals, agg, art studio, and PE with the under standing that only one most likely metals or guitar be the one for a credit, the other are only participatory. Now this lady Robin Hughes from Nevada connects is throwing all kinds of garbage around and she wants Stacie out of the high school. Then Ms Hughes is saying that it is only if it is a district school that they can have 4 not a state school. I need some help here. I removed Stacie because she was in resorce classes and she was depressed and withdrawn not to mention not learning anything. The craziness in the resorce classes was effecting her badly. She is a shy girl and well behaved but she doesn't ask for help because she is belittled and shuffled to the bottom. She likes her classes both at home and at the high school but now the principle is saying she must choose one. That she cannot just perticiape or audit a class because then it becomes a liability issue. Why? I auditted a lot of classes in collage. Nevada connects dose not offer agg, metals, guitar, or art studio. They do offer a personal fitness so other than the fact that she is getting a good exercise in pe I guess she doesn't need that one. I am just confused. I am trying to do the best for my child and it seems between the state and Nevada connects there are rules that just don't want her to enjoy her education. I am frustrated. For the first time she is loving school and doing her work and now this. What a bunch of garbage.

Celeste Green  
Mother of Stacie Elaine Cameron  
702 398 7326  
[loca8866@mvdsl.com](mailto:loca8866@mvdsl.com)

*enrolled at NV Connects? or a home  
school pupil? or at Moapa HS?*

*— need to call Robin Hughes, NCA to  
figure out where Stacie is  
enrolled*

## Thomas McCormack

---

**From:** Thomas McCormack  
**Sent:** Tuesday, September 28, 2010 11:48 AM  
**To:** 'jdukek@connectionsacademy.com'  
**Cc:** Steve Canavero  
**Subject:** parent complaint

Jennifer,

I'm following up on a parent complaint involving Nevada Connections Academy and Moapa High School. The complaint (written) isn't very clear, and the first thing I need to figure out is whether the pupil is enrolled at NCA or at Moapa High School. The complaint names a "Robin Hughes from NCA"; I don't know whether Robin is here in Nevada, or at Connections, Inc., so I thought I'd ask you my question:

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Thank you.

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Department of Education  
1749 Stewart Street, Suite 40  
Carson City, NV 89706-2543  
Phone: (775)687-9149  
Fax: (775)687-9113  
Email: [tmccormack@doe.nv.gov](mailto:tmccormack@doe.nv.gov)

## Thomas McCormack

---

**From:** Thomas McCormack  
**Sent:** Tuesday, September 28, 2010 11:51 AM  
**To:** 'Celeste Green'  
**Cc:** Steve Canavero  
**Subject:** RE: Stacie E. Cameron

Ms. Green,

Yes, Nevada Connections Academy is a charter school.

I'm working on answering your questions, but it will take a while for me to get to the bottom of it. I will write back to you, or call you, when I have had an opportunity to investigate further. Thank you for your patience.

Tom McCormack, Charter School Consultant  
Department of Education  
Phone: (775)687-9149  
Fax: (775)687-9113  
Email: [tmccormack@doe.nv.gov](mailto:tmccormack@doe.nv.gov)

---

**From:** Celeste Green [mailto:[loca8866@mvdsl.co](mailto:loca8866@mvdsl.co)]  
**Sent:** Monday, September 27, 2010 1:19 PM  
**To:** Thomas McCormack  
**Subject:** Stacie E. Cameron

Help! First is Nevada Connects a Charter school? This is what is happening. I signed my daughter Stacie up with Nevada Connects she is in 11th grade. I was told by my son in law whose son is also in Nevada Connects that in the nrs rights it says they can have 1 elective class in the regular school for credit if the home school dose not offer it. When I signed her up at Moapa High the counseler there said she could actually have 4 electives. So we signed her up for guitar, metals, agg, art studio, and PE with the under standing that only one most likely metals or guitar be the one for a credit, the other are only participatory. Now this lady Robin Hughes from Nevada connects is throwing all kinds of garbage around and she wants Stacie out of the high school. Then Ms Hughes is saying that it is only if it is a district school that they can have 4 not a state school. I need some help here. I removed Stacie because she was in resorce classes and she was depressed and withdrawn not to mention not learning anything. The craziness in the resorce classes was effecting her badly. She is a shy girl and well behaved but she doesn't ask for help because she is belittled and shuffled to the bottom. She likes her classes both at home and at the high school but now the principle is saying she must choose one. That she cannot just perticiape or audit a class because then it becomes a liability issue. Why? I addited a lot of classes in collage. Nevada connects dose not offer agg, metals, guitar, or art studio. They do offer a personal fitness so other than the fact that she is getting a good exercise in pe I guess she doesn't need that one. I am just confused. I am trying to do the best for my child and it seems between the state and Nevada connects there are rules that just don't want her to enjoy her education. I am frustrated. For the first time she is loving school and doing her work and now this. What a bunch of garbage.

Celeste Green  
Mother of Stacie Elaine Cameron  
702 398 7326  
[loca8866@mvdsl.com](mailto:loca8866@mvdsl.com)

## Thomas McCormack

---

**From:** Thomas McCormack  
**Sent:** Tuesday, September 28, 2010 12:31 PM  
**To:** 'Jennifer Dukek'  
**Cc:** Steve Canavero  
**Subject:** RE: parent complaint

Jennifer,

Thank you.

Is it possible that, rather than being dual-enrolled, the pupil is taking course(s) at Moapa pursuant to NRS 386.560(4)?

Is there a requirement at NCA that students request permission from NCA to take advantage of NRS 386.560(4)?

Is there an NCA requirement that limits pupils to one class for credit at a non-charter public/district school per NRS 386.560(4)?

Who is Ms. Espinosa? Does she work for Moapa?

I'll call you to discuss all this. Thanks again.

Tom McCormack, Charter School Consultant Department of Education  
Phone: (775)687-9149  
Fax: (775)687-9113  
Email: [tmccormack@doe.nv.gov](mailto:tmccormack@doe.nv.gov)

-----Original Message-----

**From:** Jennifer Dukek [mailto:[jdukek@connectionsacademy.com](mailto:jdukek@connectionsacademy.com)]  
**Sent:** Tuesday, September 28, 2010 12:04 PM  
**To:** Thomas McCormack  
**Subject:** RE: parent complaint

Hi Tom,

Robin Hughes is one of our Special Education teachers here in Nevada. The student is enrolled here at Nevada Connections Academy. It appears that she may be dually enrolled, but I could not find a form on file indicating that she has requested to participate in electives or extra-curricular activities outside of NCA. I found the following note in the student file written by Robin Hughes yesterday, 9/27:

"Ms. Norita Espinosa returned my call. She said that Stacie probably is dually enrolled since the electives she is taking at Moapa Valley Empowerment HS are for credit. I explained that the state will ask us to withdraw any dually enrolled students. Stacie is taking her core classes, needed for graduation, from NCA. She would have to be taking classes for participation only at Moapa Valley Empowerment HS. Ms. Espinosa said she would contact Ms. Green and straighten things out before getting back to me.

Ms. Espinosa called back at 1pm. Ms. Green was confused about the situation and Ms. Espinosa wanted clarification. I explained that a student can take 1 class each semester for credit at their zoned school and still be enrolled at NCA if the class is not offered at NCA. Classes taken for participation would not affect enrollment, but time management may be an issue as many students find our classes very challenging and take time to do well in."

Please let me know if I can be of further assistance.

Jennifer Dukek

Jennifer Dukek, Principal  
Nevada Connections Academy  
(775) 826-4200 ext. 301  
175 Salomon Circle  
Sparks, NV 89434

---

From: Thomas McCormack [tmccormack@doe.nv.gov]  
Sent: Tuesday, September 28, 2010 11:47 AM  
To: Jennifer Dukek  
Cc: Steve Canavero  
Subject: parent complaint

Jennifer,

I'm following up on a parent complaint involving Nevada Connections Academy and Moapa High School. The complaint (written) isn't very clear, and the first thing I need to figure out is whether the pupil is enrolled at NCA or at Moapa High School. The complaint names a "Robin Hughes from NCA"; I don't know whether Robin is here in Nevada, or at Connections, Inc., so I thought I'd ask you my question:

Is Stacie Elaine Cameron enrolled at NCA?

Thank you.

Tom McCormack, Charter School Consultant Department of Education  
1749 Stewart Street, Suite 40  
Carson City, NV 89706-2543  
Phone: (775)687-9149  
Fax: (775)687-9113  
Email: [tmccormack@doe.nv.gov](mailto:tmccormack@doe.nv.gov)<<mailto:tmccormack@doe.nv.gov>>

## Thomas McCormack

---

**From:** Mail Delivery Subsystem [MAILER-DAEMON@sm1.nv.gov]  
**To:** loca8866@mvdsl.co  
**Sent:** Tuesday, September 28, 2010 11:52 AM  
**Subject:** Undeliverable: Stacie E. Cameron

### Delivery has failed to these recipients or distribution lists:

[loca8866@mvdsl.co](mailto:loca8866@mvdsl.co)

The recipient's e-mail address is invalid. Microsoft Exchange will not try to redeliver this message for you. Please check the recipient's e-mail address and try resending this message, or provide the following diagnostic text to your system administrator.

The following organization rejected your message: mvdsl.co.

### Diagnostic information for administrators:

Generating server: sm1.nv.gov

[loca8866@mvdsl.co](mailto:loca8866@mvdsl.co)

mvdsl.co #<mvdsl.co #5.1.2 SMTP; 550 Host unknown> #SMTP#

Original message headers:

Return-Path: <[tmccormack@doe.nv.gov](mailto:tmccormack@doe.nv.gov)>  
Received: from fe.STATE.NV.US (mail.state.nv.us [10.128.2.115]) by sm1.nv.gov (8.14.3/8.14.3) with ESMTP id o8SIpur2024250 (version=TLSv1/SSLv3 cipher=AES128-SHA bits=128 verify=NOT) for <[loca8866@mvdsl.co](mailto:loca8866@mvdsl.co)>; Tue, 28 Sep 2010 11:51:56 -0700  
Received: from mx3.STATE.NV.US ([169.254.1.144]) by fe.STATE.NV.US ([10.128.2.115]) with mapi; Tue, 28 Sep 2010 11:50:39 -0700  
From: Thomas McCormack <[tmccormack@doe.nv.gov](mailto:tmccormack@doe.nv.gov)>  
To: Celeste Green <[loca8866@mvdsl.co](mailto:loca8866@mvdsl.co)>  
CC: Steve Canavero <[scanavero@doe.nv.gov](mailto:scanavero@doe.nv.gov)>  
Date: Tue, 28 Sep 2010 11:50:38 -0700  
Subject: RE: Stacie E. Cameron  
Thread-Topic: Stacie E. Cameron  
Thread-Index: ActegTtcwCwkJvE+RtCJ9SnwqEOO4AAvHA0Q  
Message-ID: <[D253E6C70B37D448996CD796C9524A0B13EFE473B9@MX3.STATE.NV.US](mailto:D253E6C70B37D448996CD796C9524A0B13EFE473B9@MX3.STATE.NV.US)>  
References: <8091AC8A512242688BBC5859A006B7EB@SandyPC>  
In-Reply-To: <8091AC8A512242688BBC5859A006B7EB@SandyPC>  
Accept-Language: en-US  
Content-Language: en-US  
X-MS-Has-Attach:  
X-MS-TNEF-Correlator:  
acceptlanguage: en-US  
Content-Type: multipart/alternative;  
boundary="\_000\_D253E6C70B37D448996CD796C9524A0B13EFE473B9MX3STATENVUS\_"

MIME-Version: 1.0



RE: Stacie E.  
Cameron

KEITH W. RHEAULT  
*Superintendent of  
Public Instruction*

STATE OF NEVADA



TEACHER LICENSURE  
SOUTHERN NEVADA OFFICE  
9890 S. Maryland Parkway  
Suite 221  
Las Vegas, Nevada 89183  
(702) 486-6458  
Fax: (702) 486-6450

GLORIA P. DOPF  
*Deputy Superintendent*  
Instructional, Research and  
Evaluative Services

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

SATELLITE OFFICE  
ADDRESSES/MAPS  
<http://www.doe.nv.gov>

JAMES R. WELLS  
*Deputy Superintendent*  
Administrative and  
Fiscal Services

June 30, 2010

Ms. Reva J. M. Rindy  
45 Keystone Avenue  
Reno, NV. 89503

Dear Ms. Rindy:

The Office of Charter Schools under the Department of Education has notified me that the public records you requested are not available through our office. The only information this department receives are the agendas for the Charter School Governing board meetings.

The Nevada Connections Academy Governing Board is required to maintain the public records you requested. You will need to contact the Nevada Connection Academy Governing Board President, Ms. Jamie Castle, 1354 Kingsley Lane, Carson City, NV. 89701, or call Nevada Connection Academy at 775-826-4200 to obtain copies of the document you are requesting.

If you have any questions regarding the information in this letter, please give Tom McCormack, Charter School Consultant, a call at (775) 687-9149.

Sincerely,

A handwritten signature in black ink that reads "Keith W. Rheault".

Keith W. Rheault, Superintendent of Public Instruction  
Nevada Department of Education

KR/lj

C.c. Steve Canavero, Director, Charter Schools  
**Tom McCormack**, Consultant, Charter Schools

**KEITH W RHEAULT**  
*Superintendent of Public Instruction*

STATE OF NEVADA

TEACHER LICENSURE  
SOUTHERN NEVADA OFFICE  
9890 S. Maryland Parkway  
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Las Vegas, Nevada 89183  
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**JAMES R. WELLS**  
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SATELLITE OFFICE  
ADDRESSES/MAPS  
<http://www.doe.nv.gov>

**DEPARTMENT OF EDUCATION**  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687 - 9200 · Fax: (775) 687 - 9101

June 21, 2010

Ms. Reva J. M. Rindy  
45 Keystone Avenue  
Reno, NV 89503

Dear Ms. Rindy:

The Nevada Department of Education has received your request for copies of the Board Meeting Agendas and all documents for the Nevada Connections Academy. The meeting dates that you requested are March 16, 2010, April 20, 2010, May 18, 2010 and June 15, 2010. Your request has been sent to the Nevada Department of Education, Office of Charter Schools. That Office will confirm whether the records you requested are available and the cost, if any, associated with providing them.

Sincerely,

A handwritten signature in cursive script that reads "Keith Rheault".

Keith Rheault,  
Superintendent of Public Instruction

cc: Steve Canavero, Director of the Office of Charter Schools  
Tom McCormack, Charter School Consultant

KEITH W RHEAULT  
Superintendent of Public Instruction

STATE OF NEVADA

SOUTHERN NEVADA OFFICE  
9890 S. Maryland Pkwy, Suite 231  
Las Vegas, Nevada 89183  
(702) 486-6458  
Fax: (702) 486-6450

GLORIA P. DOFF  
Deputy Superintendent  
Instructional, Research and Evaluative  
Services



JAMES R. WELLS  
Deputy Superintendent  
Administrative and Fiscal Services

MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

DEPARTMENT OF EDUCATION  
700 E. Fifth Street

Carson City, Nevada 89701-5096  
(775) 687-9200 · Fax: (775) 687-9101

Public Records Request Form

Requestor's Name: Beverly J. M. Rindy Date of request: 6/15/2010  
Address: 45 Keystone Avenue  
City, State Zip Code: Reno NV 89503  
Telephone #: 775-746-5079  
E-Mail Address: rjmrindy@gmail.com

I hereby request the following Department of Education public records be:

- A.) Made available for review and inspection X
- B.) Copied X (partially)
- C.) Copied and certified \_\_\_\_\_

Record Requested:

3/14/2010 - NCA Board Meeting Agenda (ALL DOCUMENTS)  
4/20/2010 - NCA Board Meeting Agenda (ALL DOCUMENTS)  
5/18/2010 - NCA Board Meeting Agenda (ALL DOCUMENTS)  
6/15/2010 - NCA Board Meeting Agenda (ALL DOCUMENTS)

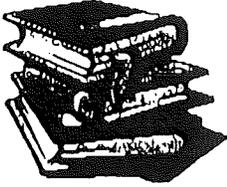
I understand there is a charge for copies of public records. Further, I understand that if the estimated cost of the copies I have requested is \$25.00 or more, I will be required to pay in full prior to reproduction. Materials will be held for 14 days. If not retrieved, I will be charged in full for a second reproduction in addition to any unpaid original charges. Advance payment will be forfeited if material is not retrieved.

Signature [Signature]  
(Submission via e-mail constitutes acceptance of the terms above)

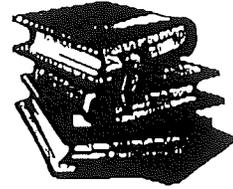
*This form is a public record and will be retained for a period of one year from creation.*

This form should be mailed, delivered, faxed or e-mailed to:

State of Nevada Department of Education  
Office of Administrative & Fiscal Services  
700 E. Fifth Street, Suite 104  
Carson City, NV 89701  
Telephone: (775) 687-9102  
Facsimile: (775) 687-9101  
e-mail: [recordrequest@dpe.nv.gov](mailto:recordrequest@dpe.nv.gov)



45 Keysone Avenue\*Reno\*NV\*89503\*775.746.5079



FACSIMILE TRANSMITTAL SHEET

DATE: 6/15/2010

Send to: NDOE

From: Reva Mitchell Rindy

Attention: Records Request

Phone: 775.746.5079/Fax: 775-826-4288

Fax Number: 775-687-9101

No. Pages including cover: 2

COMMENTS:

Request form attached.

This mail is for the request and possible copying of documents from the Nevada Connections

Academy board meetings

Time for review: June 21 @ approx. 1:30 PM. Please respond to e-mail if this review time

needs to be changed.

Thank you,

Reva Mitchell Rindy

FYI -THE E-MAIL ADDRESS ON YOUR FORM IS NON-OPERABLE

If not properly received, please call 775.746.5079

IMPORTANT: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received the communication in error, please notify us immediately by telephone, and return the original message to us at the above address VIA the United States postal service. Your postage will be reimbursed

Also - NAC 386.204  
See Reasons the  
State Board  
may deny

NAC re: Contracts:  
.405  
.403  
.400  
.204  
.180

Reaction to Laura Granier's NRG letter on behalf of  
Nevada Connections Academy

I think we've come to the same conclusion that Laura has, in that we intend to drop the NRG approach (right?) in lieu of proposing new regulation (NAC); that is, extracting the essence of each NRG, dropping the verbiage that repeats or restates existing NAC and NRS, and proposing the essential, defensible concepts for addition to NAC. If we had to go through the NRG process to get to the point of proposing new regulations, then so be it; our efforts have not been wasted.

If we can do a better job of sorting out from the NRGs those concepts that can be put into NAC and those concepts are truly "only" guidance, we could put the "guidance" in the Application and Operation Manual and the other stuff in NAC. I think we need to retain the ability and willingness to *recommend denial of an application that we have deemed complete and compliant*, but we should base those recommendations on some *written guidance*. Maybe dropping the lightning rod NRG designation and just putting the guidance in the Manual would accomplish this. The objection to putting the stuff in the manual, and the argument for putting it into NRG, was that NRGs had enforceability and the Manual does not. But as Laura and many others have pointed out, the NRGs aren't enforceable either.

However, when we do recommend denial of a complete/compliant application, we need to be able to say "We told them not to (fill in the blank), and they went ahead and did it anyway, and for that reason we are recommending denial." At that point it's up to the proposed sponsor to decide the appropriateness of the guidance we give, and the applicant's reaction to that guidance, and side with either the applicant or the Department.

Reaction to Laura's comments, NRG by NRG:

NRG 101(1): No comment

NRG 101(5): I agree that we should put the issue in 101(5) too.

NRG 102(2): No comment

NRG 105(3): No comment

NRG 106: Parents should at least be required to acknowledge by their signature that they are enrolling their pupil in a *public* school. There have been instances in which charter schools have presented themselves as "ideal" for homeschoolers, who may object to public education. Parents need to know that they are enrolling in a public school.

NRG Series 200: Charter schools *are* different than non-charter public schools. They are schools of choice governed by a non-publicly elected body that may be composed of friends of the school's administrator. Additionally, charter schools are much more likely to close (disappear without a trace!) than non-charter public schools.

NRG 305(4): I agree with Laura that there's nothing in this NRG that isn't already in NRS or NAC.

NRG 305(5): We need to keep using affidavits for insurance coverage as we have been using them because trying to determine whether an insurance policy meets the requirements of the NAC requires expertise the Department does not possess (large school districts *do* possess this expertise in the form of Risk Management experts).

NRG 305(6): No comment

NRG 306(3)-(4): No comment

NRG 306(6): No comment

NRG 401(2): No comment

NRG 401(3): No comment

NRG 401(6): We should continue to provide this guidance, with the understanding that we will recommend denial of an application that does not heed it. We can't *make them* make good contracting choices, but we can share with the proposed sponsor the bad choices the school will make if the sponsor lets them (by approving the charter).

NRG 402: The law already allows "sole source" purchases (doesn't it?), so what's the concern? We can just say "The purchasing act, Chapter 332, applies to charter schools. Find it. Read it. Comply with it or lose your charter."

NRG 403: The moratorium Laura refers to no longer exists, proof of which is the startup of three new state-sponsored charter schools this past fall.

Again, if we are refused the ability to prohibit a school from entering into a bad lease, we can at least inform the school's sponsor of it, preparing the sponsor for when we return in a few years to inform the sponsor the school is broke because of the bad lease it entered into, and revocation is called for.

NRG 404-406: Authority *does* exist "for the NDE to evaluate the terms of a charter school's proposed contract with an EMO." The contract is submitted as a part of the charter school application, and we evaluate *everything* that is submitted as a part of the charter school application. We review everything and make recommendations to the sponsor based on that review.

NRG 406: Because contracts are part of the charter school application, and the application is part of the charter, any proposed change to a contract requires amendment of the charter. Amendments must be approved by the sponsor.

KEITH W. RHEULT  
Superintendent of Public Instruction

GLORIA P. DOPF  
Deputy Superintendent  
Instructional, Research and Evaluative  
Services

JAMES R. WELLS  
Deputy Superintendent  
Administrative and Fiscal Services

STATE OF NEVADA



DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687-9200 • Fax: (775) 687-9101

*Jan McCormick*  
SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
(702) 486-6455  
Fax: (702) 486-6450

MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

February 19, 2010

Stacey Hine, Assistant Principal/Test Director  
Nevada Connections Academy  
5690 Riggins Ct., Ste. B  
Reno, NV 89502

Re: Special Accommodation Request for Thomas Brastoff

Dear Ms. Hine:

The Department has reviewed a special accommodation request for Thomas Brastoff, who was born with Spastic Quadriplegia (a form of Cerebral Palsy). He has vision tracking problems and has also been diagnosed with Autism. Thomas plans to take the mathematics and writing examinations during the March, 2010 administration of the *High School Proficiency Examinations*, and the Department has approved the following testing conditions:

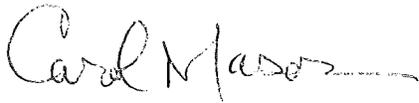
- Thomas may use a large-size calculator for the mathematics test, provided that graphing and programmable features are disabled.
- The mathematics test booklet may be dismantled and enlarged in order to present one problem per page. The individual who produces the enlarged test materials must be trained in test security protocol and sign an affidavit of confidentiality (see enclosure). Thomas may take the examination over multiple days, but he may not return to questions that he completed on a previous day.
- The test questions must be presented to Thomas in the exact order as they appear in the test booklet.
- As indicated on the Department's current list of pre-approved accommodations, Thomas will dictate his multiple-choice responses to a scribe.
- Thomas' mathematics answer document must be included with the school's materials submitted to Measured Progress for scoring. The original test booklet and the reproduction must be placed in the "Special Handling" envelope with a copy of this approval letter.
- Topic A of the writing examination must be administered only on March 10. The Department will provide a special Topic B to be administered on a different day. Thomas must complete each topic in a single day.

February 19, 2010  
Page 2

- As indicated on the Department's current list of pre-approved accommodations, Thomas will type his writing responses, provided that all auto-editing features (e.g., spell check, grammar check, text-to-speech conversion, word prediction) have been disabled.
- His answer document must be submitted for scoring under a "Special Handling" header, and included with the school's test materials returned to the Department.

We are hopeful that these accommodations will allow Thomas to have a meaningful and productive testing experience. Please be advised that the special accommodations apply only to the March, 2010 administration of the *High School Proficiency Examinations*. Requests must be resubmitted for each testing window during which Thomas will participate. Please contact me at 775-687-9260 or at [cmason@doe.nv.gov](mailto:cmason@doe.nv.gov) if you have any questions.

Sincerely,



Carol Mason  
Test Security Coordinator

Enclosure

Cc: Anne Davidson  
Henry King  
Joanne Jones  
Tom MacDiarmid  
Beverly Mudd  
Jane Splean  
Tom McCormack

## Thomas McCormack

---

**From:** Thomas McCormack  
**Sent:** Monday, November 23, 2009 9:22 AM  
**To:** 'Jerry Krummel'  
**Subject:** new bylaws?

Jerry,

I got the agenda for your upcoming meeting.

Just a heads up that if your school is considering revising your governing body bylaws you will need to request amendment of the charter to finalize those revisions. The bylaws are part of the charter, so any revision needs to be approved by the sponsor (in this case, the Department). Feel free to call with any questions. The request should be signed by the governing body president, and the minutes of the meeting at which the action was taken to request amendment should accompany the request. Thanks.

Tom McCormack, Charter School Consultant  
Department of Education  
1749 Moody Street, Suite 40  
Carson City, NV 89706-2543  
Phone: (775)687-9149  
Fax: (775)687-9113  
Email: [tmccormack@doe.nv.gov](mailto:tmccormack@doe.nv.gov)

KEITH W. RHEAULT  
Superintendent of Public Instruction

GLORIA P. DOPF  
Deputy Superintendent  
Instructional, Research and Evaluative  
Services

JAMES R. WELLS  
Deputy Superintendent  
Administrative and Fiscal Services

STATE OF NEVADA



DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687-9200 • Fax: (775) 687-9101

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
(702) 486-6455  
Fax: (702) 486-6450

MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

November 4, 2009

Stacey Hine, Assistant Principal/Test Director  
Nevada Connections Academy  
5690 Riggins Ct., Ste. B  
Reno, NV 89502

Re: Special Accommodation Request for Thomas Brastoff

Dear Ms. Hine:

The Department has reviewed a special accommodation request for Thomas Brastoff, who was born with Spastic Quadriplegia (a form of Cerebral Palsy). He has vision tracking problems and has also been diagnosed with Autism. Thomas plans to take the mathematics and writing examinations during the November, 2009 administration of the *High School Proficiency Examinations*, and the Department has approved the following testing conditions:

- Thomas may use a large-size calculator for the mathematics test, provided that graphing and programmable features are disabled.
- The mathematics test booklet may be dismantled and enlarged in order to present one problem per page. The individual who produces the enlarged test materials must be trained in test security protocol and sign an affidavit of confidentiality (see enclosure). Thomas may take the examination over multiple days, but he may not return to questions that he completed on a previous day.
- The test questions must be presented to Thomas in the exact order as they appear in the test booklet.
- As indicated on the Department's current list of pre-approved accommodations, Thomas will dictate his multiple-choice responses to a scribe.
- Thomas' mathematics answer document must be included with the school's materials submitted to Measured Progress for scoring. The original test booklet and the reproduction must be placed in the "Special Handling" envelope with a copy of this approval letter.
- Topic A of the writing examination must be administered only on November 18. The Department will provide a special Topic B to be administered on a different day. Thomas must complete each topic in a single day.

November 4, 2009

Page 2

- As indicated on the Department's current list of pre-approved accommodations, Thomas will type his writing responses, provided that all auto-editing features (e.g., spell check, grammar check, text-to-speech conversion, word prediction) have been disabled.
- His answer document must be submitted for scoring under a "Special Handling" header, and included with the school's test materials returned to the Department.

We are hopeful that these accommodations will allow Thomas to have a meaningful and productive testing experience. Please be advised that the special accommodations apply only to the November, 2009 administration of the *High School Proficiency Examinations*. Requests must be resubmitted for each testing window during which Thomas will participate. Please contact me at 775-687-9260 or at [cmason@doe.nv.gov](mailto:cmason@doe.nv.gov) if you have any questions.

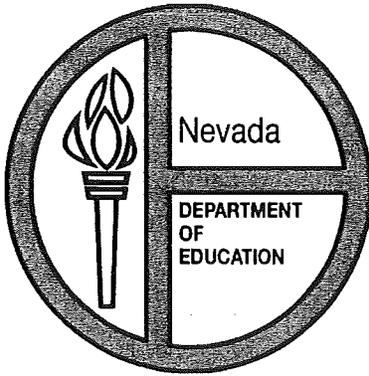
Sincerely,



Carol Mason  
Test Security Coordinator

Enclosure

Cc: Anne Davidson  
Henry King  
Joanne Jones  
Tom MacDiarmid  
Beverly Mudd  
Jane Splean  
Tom McCormack



***NEVADA PROFICIENCY EXAMINATION***

***CONFIDENTIALITY AGREEMENT***

***2009-2010 School Year***

Test security and student confidentiality are of utmost importance to the Nevada Department of Education. Because you are reproducing editions of the Nevada Proficiency Examinations for students with special needs, you have access to materials that must be regarded as secure, specifically, reading passages, multiple-choice questions, writing prompts, and mathematics and/or science graphics. Please treat all materials as confidential. You are asked not to reproduce any materials (other than for the sole purpose of formatting the special editions for the student(s) with approved accommodations), not to disclose the content of these materials, and to destroy all waste.

We are certain that you share our concern that all assessment materials and student responses be handled in a professional, secure and confidential manner. By signing this form, you agree to abide by these guidelines as set forth in NRS 389.015.

Please return all test materials to the appropriate testing vendor and return this signed form to:

Carol Mason  
Nevada Department of Education  
700 East Fifth Street, #108  
Carson City, NV 89701

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District/School /Company

## Thomas McCormack

---

**From:** Thomas McCormack  
**Sent:** Wednesday, June 03, 2009 10:07 AM  
**To:** 'Jerry Krummel'  
**Subject:** RE: Request for extension of corrective actions for Annual Compliance Review

Jerry,

Your request is granted. I'll expect your responses by 5PM June 12. Thank you.

Tom McCormack, Charter School Consultant Department of Education  
Phone: (775)687-9149  
Fax: (775)687-9113  
Email: [tmccormack@doe.nv.gov](mailto:tmccormack@doe.nv.gov)

-----Original Message-----

**From:** Jerry Krummel [mailto:GKrummel@connectionsacademy.com]  
**Sent:** Tuesday, June 02, 2009 12:32 PM  
**To:** Thomas McCormack  
**Subject:** Request for extension of corrective actions for Annual Compliance Review

Tom,

I have been working on the Corrective actions for the areas in which NCA was non-compliant in our review. However, I am not finished with it yet.  
I am requesting an extension of 10 days. Please let me know if this is possible.  
Thank you for your assistance.

Jerry

Jerry Krummel  
Principal  
Nevada Connections Academy  
5690 Riggins Ct.  
Reno NV 89436  
775-826-4200 Ext. 301  
Fax: 775-826-4288  
Cell- 503-936-6987

AIM: jkrum53

KEITH W. RHEAULT  
Superintendent of Public Instruction

GLORIA P. DOPF  
Deputy Superintendent  
Instructional, Research and Evaluative  
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JAMES R. WELLS  
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STATE OF NEVADA



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Fax: (702) 486-6450

MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

May 12, 2009

Mr. Jerry Krummel, Administrator  
Nevada Connections Academy  
5690 Riggins Court, Suite B  
Reno, NV 89502

SUBJECT: Final Pupil Enrollment and Attendance Audit Report  
2008-2009 School Year, Audit No. 09-2699-106

Dear Mr. Krummel:

Enclosed is the Final Audit Report of our Pupil Enrollment and Attendance Audit of the Nevada Connections Academy for the 2008-2009 school year. Your response to the Draft Audit Report has been incorporated into the Final Pupil Enrollment and Attendance Audit Report.

Please convey our appreciation to your staff for the cooperation and assistance given to our auditors. Should you have any questions, please contact me at 775.687.9175, or Al Kenneson, Chief Auditor at 775.687.9121.

Sincerely yours,

A handwritten signature in cursive script that reads "James R. Wells".

James R. Wells, Deputy Superintendent  
Administrative and Fiscal Services

JRW/ms  
Enclosure

c: Tom McCormack, NDE; Julie Waller, LCB; Stephanie Day, DOA; Terry Rubald, DOT

NEVADA CONNECTIONS ACADEMY

PUPIL ENROLLMENT AND ATTENDANCE AUDIT  
 2008-2009 SCHOOL YEAR  
 COUNT DAY: SEPTEMBER 19, 2008

CONFIDENTIAL  
 FINAL DISALLOWED  
 PUPIL LIST

#	PUPIL NAME	ID #	GRADE	NRS/NAC	REQUIREMENT / REASON
1	Allison, Bradley	244186	11	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
2	Amaro, Irma	189902	6	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
3	Anderson, Kyle	156223	9	NAC 387.200.1 NAC 387.200.3	Pupil enrolled and attending at Spanish Springs High School during count week per Duplicate List on NDE SAIN/Bighorn System.
4	Andreae, Kyle	244597	11	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
5	Ball-Yankey, Ethan	239627	6	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
6	Ballard, Darold	234443	8	NAC 387.200.1 NAC 387.200.3	Pupil was enrolled and attending Silver Stage middle School during count week per Duplicate List on NDE SAIN/Bighorn System.
7	Bean, Lacy	245151	10	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
8	Bloodgood, Kira	221925	4	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
9	Brastoff, Ivan	196069	8	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
10	Cain, Angeleena	206686	7	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
11	Campbell, Jason	242458	9	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
12	Clark, JoLynn	237424	k	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
13	Contois, Robert	241156	10	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.

NEVADA CONNECTIONS ACADEMY

PUPIL ENROLLMENT AND ATTENDANCE AUDIT  
 2008-2009 SCHOOL YEAR  
 COUNT DAY: SEPTEMBER 19, 2008

CONFIDENTIAL  
 FINAL DISALLOWED  
 PUPIL LIST

14	Curiel Palacios, Jose	189415	6	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
15	Dozier, Sarah	163217	10	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
16	Dummie, Karah	228643	11	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
17	Erksine, Clayton	244432	10	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
18	Erkine, Tiffany	244433	9	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
19	Espirity, Jeremy	232245	12	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
20	Galaz, Tabatha	232472	12	NAC 387.200.1 NAC 387.200.3	Should be withdrawn on 9/18 transferred to another unknown in-state school.
21	Grever, Emma	245537	3	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
22	Grever, Jacqueline	245538	3	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
23	Guzzi, Ashley	225557	11	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
24	Hansen, James	245726	8	NAC 387.200.1 NAC 387.200.3	Pupil enrolled and attending at Shaw Middle School during count week per Duplicate List on NDE SAIN/Bighorn System.
25	Harrison, Chanel	244419	8	NAC 387.345.1 NAC 387.200.1	Pupil was a no show, but was included for apportionment. Pupil enrolled and attending Shaw Middle School during count week per Duplicate List on NDE SAIN/Bighorn System.
26	Herbst, Laura	240630	8	NAC 387.200.3 NAC 387.193.1	Duplicate List on NDE SAIN/Bighorn System. Lack of participation and documented weekly two way contact between the pupil and all instructors.
27	Hernandez, Esteban	231132	9	NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.

NEVADA CONNECTIONS ACADEMY

PUPIL ENROLLMENT AND ATTENDANCE AUDIT  
 2008-2009 SCHOOL YEAR  
 COUNT DAY: SEPTEMBER 19, 2008  
 CONFIDENTIAL  
 FINAL DISALLOWED  
 PUPIL LIST

28	Hoefert, Adrianna	213731	8	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
29	Ilecki, Katherine	161091	9	NAC 387.200.1 NAC 387.200.3	Pupil was enrolled and attending Pershing High School during count week per Duplicate List on NDE SAIN/Bighorn System.
30	Jenkins, Jonathan	246696	7	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
31	Kent, Elizabeth	245429	5	NAC 387.200.1 NAC 387.200.3	Pupil enrolled and attending at Booth Elementary School during count week per Duplicate List on NDE SAIN/Bighorn System.
32	Krumme, Chase	212956	11	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
33	Lawdinsky, Valerie	209999	9	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
34	Lissor, Matthew	208954	10	NAC 387.200.1 NAC 387.200.3	Should be withdrawn on 9/18 left to attend another unknown in-state school.
35	Macauley, Lain	183022	11	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
36	McCombs, Jacob	159677	11	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
37	McIlraith, Michael	203580	9	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
38	Munoz, Natalie	218812	11	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
39	Nelson, Cody	236892	8	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
40	Nessel, Kane	243243	9	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
41	Neudeck, Devin	227724	9	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.

NEVADA CONNECTIONS ACADEMY

CONFIDENTIAL  
FINAL DISALLOWED  
PUPIL LIST

PUPIL ENROLLMENT AND ATTENDANCE AUDIT  
2008-2009 SCHOOL YEAR  
COUNT DAY: SEPTEMBER 19, 2008

42	Orr, Richard	231097	9	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
43	Ortiz, Christopher	235803	9	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
44	Ramos, Felix	245082	12	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
45	Rayner, Destin	230315	8	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
46	Roebing, Kelsea	246378	7	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
47	Saens, Jennica	208079	10	NAC 387.200.1 NAC 387.200.3	Pupil was enrolled and attending Yerington High School during count week per Duplicate List on NDE SAIN/Bighorn System.
48	Senner, Breanna	203187	9	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
49	Spotts, Lyndin	242915	9	NAC 387.193.1 NAC 387.193.2	Lack of participation and documented weekly two way contact between the pupil and all instructors.
50	Williams, Marcus	216801	8	NAC 387.200.1 NAC 387.200.3	Pupil was enrolled at Innovations International Charter during count week per Duplicate List on NDE SAIN/Bighorn System.
51	Voorhees, Justin	243320	10	NAC 387.200.1 NAC 387.200.3	Pupil was enrolled and attending Centennial High School during count week per Duplicate List on NDE SAIN/Bighorn System.
52	Alexander, Rebecca	243956	6	NAC 387.200.1 NAC 387.200.3	Pupil was enrolled and attending Carson Middle School during count week per Duplicate List on NDE SAIN/Bighorn System.
53	Unidentified Name of Pupil		4	NAC 387.345.1	Master Register could not be reconciled to the Ethnic Report, pupil was included for apportionment.
54	Unidentified Name of Pupil		7	NAC 387.345.1	Master Register could not be reconciled to the Ethnic Report, pupil was included for apportionment.
55	Unidentified Name of Pupil		11	NAC 387.345.1	Master Register could not be reconciled to the Ethnic Report, pupil was included for apportionment.

NEVADA CONNECTIONS ACADEMY

PUPIL ENROLLMENT AND ATTENDANCE AUDIT  
 2008-2009 SCHOOL YEAR  
 COUNT DAY: SEPTEMBER 19, 2008

CONFIDENTIAL

FINAL DISALLOWED

PUPIL LIST

56	Unidentified Name of Pupil	11	NAC 387.345.1	Master Register could not be reconciled to the Ethnic Report, pupil was included for apportionment.
57	Unidentified Name of Pupil	11	NAC 387.345.1	Master Register could not be reconciled to the Ethnic Report, pupil was included for apportionment.
58	Unidentified Name of Pupil	11	NAC 387.345.1	Master Register could not be reconciled to the Ethnic Report, pupil was included for apportionment.
59	Unidentified Name of Pupil	11	NAC 387.345.1	Master Register could not be reconciled to the Ethnic Report, pupil was included for apportionment.
60	Unidentified Name of Pupil	11	NAC 387.345.1	Master Register could not be reconciled to the Ethnic Report, pupil was included for apportionment.
61	Unidentified Name of Pupil	12	NAC 387.345.1	Master Register could not be reconciled to the Ethnic Report, pupil was included for apportionment.

**NEVADA DEPARTMENT OF EDUCATION**

**Pupil Enrollment and Attendance Audit**

**Nevada Connections Academy**

**School Year 2008-2009**

**Report No: 09-2610-106**

**FINAL AUDIT REPORT**

**OFFICE OF ADMINISTRATIVE AND FISCAL SERVICES**

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# INTRODUCTION

## Organization

Nevada Connections Academy  
Nevada State Board of Education  
Reno, Nevada

## Programs

Nevada Distributive School Account

## Background

The “Nevada Plan” (NRS 387.121) for equitably apportioning public school education funding among the State’s 17 school districts, 25 charter schools and one university school fulfills the Legislature’s declaration of providing a “reasonably equal educational opportunity” to each Nevada child. This State guarantee results in the provision of financial support on a per pupil basis unique for each school district and is based upon certain cost and equity considerations. The number of pupils upon which the financial support is to be determined is based on the enrollment on the last day of the first school month, i.e., “count day”. The enrollment figure is further modified by a “hold harmless” provision pursuant to NRS 387.1233. The Nevada Department of Education (NDE) is charged with the administration of the Distributive School Account (DSA) from which most education funding is provided to Nevada’s public schools. As part of its oversight functions, NDE reviews the reports submitted by the school districts, the charter schools and the university school. Audit procedures include verifying the reported pupil enrollment information and determining the extent of compliance with the various laws and regulations pertaining to enrollment and attendance.

The statutes (laws) addressing financial support of school systems, the system of public instruction and pupil enrollment and accounting are contained in Nevada Revised Statutes (NRS) 386, 387, and 388. The regulations included in the Nevada Administrative Code (NAC) 386, 387 and 388 are also pertinent. Effective July 1, 1999, the Nevada Legislature enacted NRS 387.304, requiring NDE to conduct an annual audit of the count of pupils for apportionment purposes reported by each school district.

Nevada Connections Academy is in its second year of operation under state apportionment and received an annual Pupil Enrollment and Attendance Audit for the 2008-2009 school year pursuant to NRS 387.304. Nevada Connections Academy provides distance education instruction.

## AUDITOR'S OPINION

We have examined the Ethnic Report for the first school month (August 25, 2008 through September 19, 2008) submitted by Nevada Connections Academy to the Nevada Department of Education. The Ethnic Report is the responsibility of Nevada Connections Academy.

The examination was made under the authority of Nevada Revised Statute 387.126, "Verification of reports of enrollment and attendance...submitted by the school district or charter school..." The audit report is limited in scope in that we test the objectives of effectiveness, economy and efficiency, internal control and compliance.

We conducted our examination in accordance with the performance audit guidelines of the Government Auditing Standards (GAS) and Nevada Department of Education Audit Standards, adopted April 1998.

The purpose of the examination was:

- 1) To determine the integrity of the data included in the Ethnic Reports.
- 2) To verify that the school was in compliance with applicable laws and regulations.

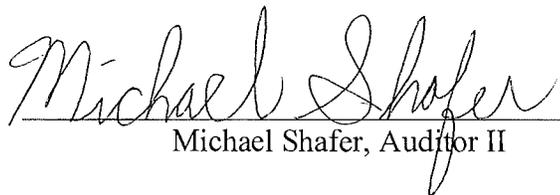
Part of our examination required that we evaluate the internal control structure policies and procedures involved in the enrollment and attendance record keeping process to the extent considered necessary to establish a basis for reliance on these systems.

One set of Findings and Recommendations is included in this report:

1. The Ethnic Report and Master Register could not be reconciled and the school could not provide an accurate Master Register at the time of our audit in violation of NAC 387.171. During our review we noted a variance of 62 pupils who were erroneously counted for apportionment.

Except as noted above and further described in the Findings and Recommendations, Nevada Connections Academy, Reno, Nevada appears to be in compliance with the applicable rules and regulations. The Ethnic Report referred to above presents fairly the pupil enrollment and attendance at the end of the first school month of the 2008-2009 school year except where noted in the Findings and Recommendations.

With respect to items not tested, nothing came to our attention that caused us to believe that Nevada Connections Academy staff had not complied with applicable rules and regulations, in all material respects, with those requirements.

  
Michael Shafer, Auditor II

Carson City, Nevada  
February 21, 2009

**SCHEDULE: VERIFICATION OF PUPIL COUNT  
NEVADA CONNECTIONS ACADEMY  
2008-2009 SCHOOL YEAR**

	UNWEIGHTED CERTIFIED COUNT FOR APPORTIONMENT	UNWEIGHTED TOTAL AUDIT COUNT	UNWEIGHTED COUNT VARIANCE	(OUT OF STATE) TRANSFERS IN	(OUT OF STATE) TRANSFERS OUT
NEVADA CONNECTIONS ACADEMY	934*	873	-61	-	-

APPORTIONMENT DATE: September 19, 2008

FIELD WORK DATE: October 16 and 17, 2008

\*Certified Count Day enrollment as of the November 1, 2008 Ethnic Report.

## FINDINGS AND RECOMMENDATIONS

- FINDING:** The Ethnic Report and Master Register could not be reconciled and the school could not provide an accurate Master Register at the time of our audit in violation of NAC 387.171. During our review we noted a variance of 62 pupils who were erroneously counted for apportionment. NAC 387.345.1 states, "...basic support for each school district for any school year is the weighted count of enrollment of pupils in the school district on the last day of the first month of the school year." During our review we noted one 4<sup>th</sup>, one 7<sup>th</sup>, one 12<sup>th</sup> and six 11<sup>th</sup> grade pupils who are unidentifiable, but were claimed for apportionment and should not have been. We also noted one 8<sup>th</sup> grade pupil was a no show, but was included for apportionment.

NAC 387.193.1 states, "A pupil...shall be deemed an enrolled pupil if, for each course of distance education in which the pupil is enrolled: (b) A teacher meets or otherwise communicates with the pupil at least once each week during the course to discuss the pupil's progress." NAC 387.193.2 states, "Each weekly meeting or communication with a pupil must be included in the master register of enrollment and attendance..." We noted one kindergarten, two 3<sup>rd</sup>, one 4<sup>th</sup>, three 6<sup>th</sup>, three 7<sup>th</sup>, four 8<sup>th</sup>, eleven 9<sup>th</sup>, four 10<sup>th</sup>, eight 11<sup>th</sup> and three 12<sup>th</sup> grade pupils who lacked documented proof of participation and two way contact required by these regulations.

NAC 387.200.1 states, "...a pupil must not be entered as an enrolled pupil in the master register of enrollment and attendance of more than one public school on the same day." During our review we noted one 5<sup>th</sup>, one 6<sup>th</sup>, four 8<sup>th</sup>, two 9<sup>th</sup>, one 12<sup>th</sup> and three 10<sup>th</sup> grade pupils were enrolled and physically attending other public schools on count day.

**RECOMMENDATION:** This is a repeat finding for the Nevada Connections Academy from the 2007-2008 school year. The school should comply with the regulations and have the instructor of each class communicate with the school's pupils at least once each week during the course to discuss the pupil's progress. Also, the school should only count pupils for apportionment who are enrolled and attending as of count day and properly withdraw pupils from the Master Register who are attending other public schools. Furthermore, the school should produce a Master Register that is accurate and complete, a copy of which must accompany the response to this draft report. Once the audit is finalized, the NDE will adjust the reported enrollment for the Distributive School Account funding downward by 62 pupils.

**RESPONSE:** The school responded with backup documentation for 31 pupils. The school does not appear to be disputing the other 31 pupils in question. Of the 31 pupils the school provided additional backup documentation for, only one appears to meet the requirements to be counted for apportionment. The other 30 will remain disallowed. After the audit is final, NDE will adjust the reported enrollment for the Distributive School Account funding downward by 61 pupils.

**STATUS:** We consider this issue resolved.

# **NARRATIVE**

## **Pupil Enrollment and Attendance Accounting**

In our audit of the pupil enrollment of Nevada Connections Academy, we were able to verify 872 out of 934 pupils reported on the first month's enrollment as submitted to the Nevada Department of Education. The pupil enrollment increased for the 2008-2009 school year by 109%.

Our audit procedures at Nevada Connections Academy included a class record book count of the pupils during the time of our audit and a reconciliation of the Master Register and the enrollment and withdrawal reports to the Count Day Ethnic Report as of the last day of the first school month, September 19, 2008. An assessment of the withdrawal forms was also included at the school.

## **Internal Controls**

The management of Nevada Connections Academy is responsible for establishing and maintaining an effective internal control structure including compliance with laws and regulations. The objectives of an internal control structure are to provide management with reasonable, but not absolute, assurance that transactions are executed and properly recorded.

During our initial review of the independent audit report performed by L.L. Bradford & Company, LLC, for the fiscal year ending June 30, 2008, we gave consideration to the auditor's opinions regarding financial, internal controls and compliance with regulations.

The internal control structure in Nevada Connections Academy was documented using an Internal Control self assessment questionnaire. The questionnaire evaluates the design and operation of the internal controls as they relate to financial records. Although internal control policies and procedures are in place, Nevada Connections Academy shares an issue with many schools its size in that it does not properly segregate duties due to the lack of staff members.

## **Compliance**

Compliance with applicable laws and regulations is the responsibility of Nevada Connections Academy. As part of obtaining reasonable assurance about compliance with Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), we performed tests of the school's compliance with certain provisions of laws and regulations.

NDE audit staff reviewed the required forms submitted by Nevada Connections Academy to ensure compliance with the statutes, rules and regulations applicable to pupil enrollment and reporting. Except as noted above in the Findings and Recommendations and the Internal Controls sections of this report, we noted no other compliance exceptions.

## SCHOOL FINANCES

The Nevada Connections Academy is entitled to a Nevada basic support per pupil guarantee of \$5,461. Based on a Certified Count Day weighted apportionment pupil enrollment of 855 and a “hold harmless” weighted apportionment enrollment of 855, the total guarantee amounts to \$4,669,155 for the fiscal year ending June 30, 2009. The school is also entitled to \$1,358,505 in “Outside Revenues” which compensates the charter school for certain tax monies on a per pupil basis received directly by the school district in which the pupil resides, i.e., the 2/3 public schools operating property tax (PSOPT), governmental services tax and franchise fees. This outside revenue amount is not based on any “hold harmless” considerations. In addition to the basic support per pupil amount, the school also received one regular and discretionary special education unit at \$38,763 per unit for a total special education funding of \$38,763. Of the total basic support and special education funding the school will receive approximately \$6,066,423 as the state obligation Distributive School Account (DSA) funding.

For the school’s fiscal year ending June 30, 2008, the general operating fund budget was \$2,916,117, and is funded by state and other sources. Some of the principal revenue sources providing this support for the school are as follows:

<b>Source</b>	<b>Amount</b>
State sources	\$ 2,916,117

The audited General Fund ending fund balance for fiscal year ending June 30, 2008, was \$206,094. There were no deficit fund balances in any fund of the school. For the year ended June 30, 2008, the revenues were 103% of the budgeted revenues and the expenditures were 100% of the budgeted amounts.

Compliance with NAC 386.380 requires the school to submit an annual CPA certified audit to the Department no later than 120 days after the close of the fiscal year. The report has been received in a timely fashion.

## **PRIOR YEAR AUDIT FINDINGS AND RECOMMENDATIONS**

1. **FINDING:** One fifth, one sixth, one seventh, one ninth and one tenth grade pupils were not enrolled and attending during count day. In addition, one seventh grade pupil was being home schooled prior to count day and one seventh grade pupil was enrolled in Vaughn Middle School over count day. These pupils were included in the Master Register and claimed for apportionment, not in compliance with NAC 387.185.1 (b), NAC 387.280.3, NAC 387.185.1, and NAC 387.200.1 and NAC 387.200.3 (c). NDE will adjust the reported enrollment for the Distributive School Account funding downward by seven pupils.

**RECOMMENDATION:** The school should use the correct effective date of withdrawal and include in the Master Register only full time pupils attending their distance education program.

**AUDITEE RESPONSE:** The school responds that they will review and record all withdrawal requests when received and process them in an efficient and effective manner to ensure all withdrawn students are excluded from the Master Register.

**STATUS:** This finding is resolved.

**AUDIT FOLLOW UP:** This finding was duplicated during the 2008-2009 audit year.

## RESPONSE FROM AUDITEE



March 26, 2009

To: Mr Al Kenneson

From: Jerry Krummel 

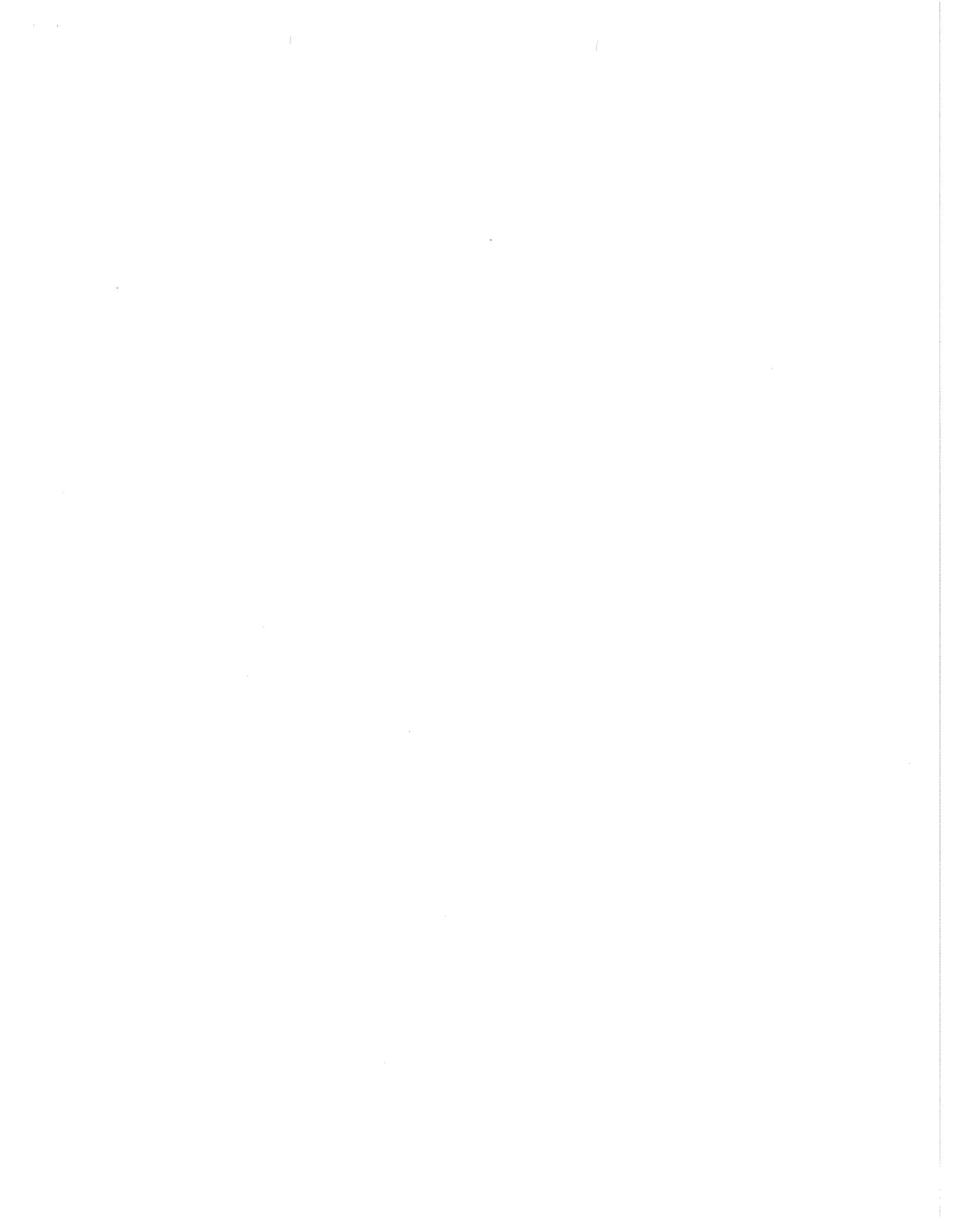
Re: Appeal of students in Count Day Audit

Attached is the back up information for the Nevada Connections Academy appeal of the count day audit. We believe we have provided the information necessary to show these students were in fact enrolled in Nevada Connections Academy on count day.

These are the ones we are immediately appealing. I want to let you know we may have others after we do some additional research.

Please feel free to contact me or Dr. Craig Butz if you have any questions regarding this information.

Thank you in advance for your time and consideration of this appeal.



KEITH W. RHEAULT  
Superintendent of Public Instruction

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JAMES R. WELLS  
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MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

March 31, 2009

Jerry Krummel, Administrator  
Nevada Connections Academy  
5690 Riggins Court, Suite B  
Reno NV 89502

Dear Mr. Krummel:

This is a clarification of how the Department of Education intends to proceed regarding Item 25 of Nevada Connections Academy's Charter School Agreement with the State Board of Education. It is also a request for certain information required of your school by Item 25. Please recall Item 25 of the Agreement:

***"25. Upon conclusion of the 2008-2009 school year, or as soon as practicable thereafter, the charter school will provide to NDE and SBE objective data intended to assist NDE and SBE to (i) consider preliminary performance of distance education for grades K-3, including the results of standardized assessments for grades K-2 and state assessments for grade 3; (ii) evaluate the use of age appropriate distance education technologies and curriculum; (iii) measure the demand for student access to K-3 distance education; (iv) measure parent satisfaction levels with K-3 distance education; and, (v) develop data-driven policy regarding distance education. The Department has identified the following information it seeks pursuant to this provision: (i) the results of standardized assessments for grades K-2, state assessments for grade 3, and teacher assessments of pupil academic achievement (such as grades) all of which the Department requests follow and report the same two groups of pupils' academic achievement over the period of this charter agreement. The first group of pupils is the first grade class beginning in fall 2008, and finishing grade 3 in the spring, 2012. The second group of pupils is the first grade class beginning school in fall 2009, and finishing grade 3 in spring 2013. The parties agree, however, that if either of the control groups of pupils identified includes less than 20 students at the time reporting is due, NCA still will provide information to NDE and SBE but NDE acknowledges that such a small sample of***

*students will not produce reliable data from which conclusions can be drawn as to the effectiveness of distance education in grades K-3.*

*The Department has welcomed the charter school to provide additional information as data it believes will provide that expected under this provision. The charter school will provide by December 30, 2008, to the Department, a list of the types of objective data the school intends to submit in accordance with this provision. The charter school and the Department agree to work in good faith to determine what, if any, additional objective data satisfies this provision of the charter as set forth in the parties' settlement agreement."*

In order to "(i) consider preliminary performance of distance education for grades K-3," and "(ii) evaluate the use of age appropriate distance education technologies and curriculum," the Department will compare the school's state-mandated 3<sup>rd</sup> grade reading and math CRT (Criterion-Referenced Test) results to those of similar, non-distance education pupils. This comparison will first be made in the 2011-2012 school year for pupils who started with the school as kindergartners in fall, 2008. The comparison will be repeated in the 2012-2013 school year for pupils who started with the school as kindergartners in fall, 2009. Only the test results of pupils who have been continuously enrolled since kindergarten will be compared to non-distance education pupils' results. Using this approach for the purposes of Item 25, the school will need to test its third grade pupils, as it is required to do anyway by NRS 386.550(1)(g) and (h), and annually validate each grade cohort for demographic accuracy (gender, ethnicity, and special populations membership). Student names will not be used for the purposes of Item 25.

Additionally, please note that the Department did not receive by December 30, 2008, "a list of the types of objective data the school intends to submit in accordance with this provision" as required by Item 25. Such a list would have addressed the types of objective data the school intends to submit to:

- "(iii) measure the demand for student access to K-3 distance education;"
- "(iv) measure parent satisfaction levels with K-3 distance education;" and
- "(v) develop data-driven policy regarding distance education."

Please submit the list to me by April 24, 2009. Thank you for your attention to these matters. Feel free to call me with any questions (775.687.9149).

Sincerely,



Tom McCormack,  
Charter School Consultant

Copy: Keith Rheault  
Bill Arensdorf  
Steve Canavero

KEITH W. RHEAULT  
*Superintendent of Public Instruction*

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MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

March 17, 2009

Laura Granier, Esq.  
Lionel, Sawyer and Collins  
1100 Bank of America Plaza  
50 West Liberty Street  
Reno NV 89501

Dear Laura:

Enclosed please find a copy of the revised Charter School Agreement between the Nevada State Board of Education and Nevada Connections Academy, as you requested. I've also enclosed a copy of the cover letter under which I sent a copy of the Agreement to Jamie Castle. Don't hesitate to contact me (775-687-9149) if there is anything else you need.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom McCormack".

Tom McCormack,  
Charter School Consultant

## Thomas McCormack

---

**From:** Laura Granier [lgranier@lionelsawyer.com]  
**Sent:** Tuesday, December 02, 2008 11:11 AM  
**To:** Thomas McCormack  
**Subject:** RE: NCA Amendment  
**Attachments:** image001.jpg

Tom,

Yes, that is correct.

I'm sending the revised bylaws back to you today as signed by the NCA Secretary with the amendment for the new bylaws signed by the NCA President.

Laura

---

**From:** Thomas McCormack [mailto:tmccormack@doe.nv.gov]  
**Sent:** Tuesday, December 02, 2008 11:07 AM  
**To:** Laura Granier  
**Subject:** RE: NCA Amendment

Laura,

Just to clarify, my e-mail of a few minutes ago was in regard to the revised Charter School Agreement per the settlement agreement.

You and I have also been working on the revised bylaws. I sent you something regarding the revised bylaws November 19, 2008. Did you get that?

Thanks again.

Tom

---

**From:** Laura Granier [mailto:lgranier@lionelsawyer.com]  
**Sent:** Tuesday, December 02, 2008 10:23 AM  
**To:** Thomas McCormack  
**Subject:** NCA Amendment

Hi, Tom-

Is the draft charter amendment I sent to you acceptable to the department? If so, I'll have Ms. Castle sign and get it to you asap. If not, let's schedule a call to discuss any last details.

Thank you.

Laura

---

LIONEL SAWYER & COLLINS

---

**LAURA K. GRANIER**  
Attorney

[E-Mail](#)    [Web Site](#)

1100 Bank of America Plaza  
50 West Liberty St.  
Reno, NV 89501

Main - 775-788-8666  
Fax - 775-788-8682

Direct - 775-788-8602  
Mobile - 775-750-9295

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KEITH W RHEAULT  
*Superintendent of Public Instruction*

GLORIA P. DOPF  
*Deputy Superintendent*  
Instructional, Research and Evaluative  
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JAMES R. WELLS  
*Deputy Superintendent*  
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Carson City, Nevada 89706-2543

November 26, 2008

**MEMORANDUM**

TO: Dr. Craig Butz, Director  
Nevada Connections Academy

FROM:   
Keith Rheault, Superintendent of Public Instruction

SUBJECT: Approval of Contractor for the Independent Parent Satisfaction Survey

As approved at the August 9, 2008 State Board of Education meeting, Nevada Connections Academy agreed to conduct an independent parent satisfaction survey for students in grades K-3 during the 2008-09 school year. A stipulation required of the independent survey was that the Department of Education approve the contractor to be used by Nevada Connections Academy in conducting the survey.

Department staff have had the opportunity to review the information provided on Leo J. Shapiro (LJS) Associates as the proposed contractor to conduct the independent survey for Nevada Connections Academy. Based on the review, please accept this Memorandum as official approval for Nevada Connections Academy to contract with LJS Associates to conduct the Independent Parent Satisfaction Survey.

If you have any questions regarding the information provided in this Memorandum, please give me a call at 775-687-9217.

Copy: Jim Wells  
Tom McCormack

KEITH W. RHEAULT  
*Superintendent of Public Instruction*

STATE OF NEVADA

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November 26, 2008

Jamie Castle, President  
Nevada Connections Academy  
5690 Riggins Court, Suite B  
Reno, Nevada 89502

Dear Ms. Castle:

I have had the opportunity to review your letter regarding Nevada Connections Academy's request to discontinue the enrollment of additional students after count day based on authority outlined in Nevada Administrative Non-Regulatory Guidance 202, Section 5. Based on the fact that Nevada Connections Academy provides its educational programs through a distance education platform and that the school will incur extra costs from the educational software provider used by the school for each additional student using their service and the fact that it is after count day, I am approving Nevada Connections Academy's request for an exception to discontinue the enrollment of additional students for the remainder of the 2008-09 school year. As identified in your request, enrollment at the school will be capped at 900 students for the 2008-09 school year.

Please note that my approval is for this year only and that another request will need to be made during the 2009-10 school year once the school has actual count day student enrollments to compare against the maximum enrollment identified for the school.

If you have any questions regarding the information provided in this letter that I can answer, please call me at 775-687-9217.

Sincerely,

A handwritten signature in black ink that reads "Keith W. Rheault".

Keith W. Rheault, Superintendent of Public Instruction  
Nevada Department of Education

Copy: Tom McCormack  
Craig Butz

## Thomas McCormack

---

**From:** Andrew Swann  
**Sent:** Friday, October 24, 2008 2:06 PM  
**To:** Craig Butz  
**Cc:** Thomas McCormack  
**Subject:** SAIN Training Connections Academy  
**Attachments:** Connection.doc

Mr. Butz,

In response to the e-mail dated October 23, 2008 to Tom McCormick. I have attached a compiled report detailing events that have transpired between Connections Academy and SAIN / NDE Staff, the report leaves out e-mail notifications sent to all Test Directors.

Since August 7, 2008 the Department of Education has scheduled weekly SAIN conference calls with the following Departments APAC, IT, E-SAIN/SAIN. SAIN meetings consist of updated information regarding SAIN data timelines for Count-Day, Enrollment, Assessment, AYP, questions regarding NDE Assessment Data, login and navigation issues for Nevada Bighorn Portal.

I myself have assisted several staff members from NV Connection Academy- Tami Duggan and Jerry Krummel with navigation issues with the Nevada Bighorn Portal around Pre-Id, Count-day and Assessment validation issues. Also, Roxanne Starbuck NDE/e-SAIN Data systems Analyst has provided Training and assistance to the following staff-Tami Duggan, Jerry Krummel, Lachelle Carter.

As for the technical side of SAIN, I can arrange more training for NV Connections Staff and/or setup a conference call with various NDE staff members to resolve any issues with SAIN/NDE. If Nv Connections Staff have questions that are specific to PowerSchool state reporting then you will need to contact Nadine Boschert- SIS Admin/State of NV liaison, Nadine can also be available to attend a meeting. Specific questions regarding Assessment, Program Accountability and Curriculum they will need to contact APAC.

I have listed the following APAC and SAIN contact information.

If you have any questions or I could provide more assistance, please do not hesitate to call.

Thank you,  
Andrew Swann  
Nevada Department of Education  
Program Information Specialist II, SAIN  
700 E. Fifth St.  
Carson, City NV 89701  
775.687.9132

### **APAC Staff**

CRT/HSPE Consultant  
Cindy Sharp  
775-687-9166

CRT/HSPE Program Manager  
Henry King  
775-687-9194

CRT/HSPE Program Manager  
Tom MacDiarmid  
775-687-9259

NRT(ITBSD/ITED) Consultant  
Julian Montoya  
775-687-9255

Evaluation Consultant  
*Office of Assessment, Program Accountability, & Curriculum*  
Andrew Parr  
775-687-9135

AYP Consultant  
Diane Mugford  
775-687-9183

**SAIN Staff**

SAIN/Program Information Specialist II  
Andrew Swann  
775-687-9132

SIS Admin/State of NV liaison  
Nadine Boschert  
775-463-6800 ext 147

Assistant Director of IT  
Shawn Franklin  
775-687-9126

## NEVADA DEPARTMENT OF EDUCATION

## Nevada Charter School Federal Grant Program Evaluation

Program Evaluation Form  
Cover Sheet

<b>Charter School Name:</b> Nevada Connections Academy	<b>Project Starting Date:</b> July 1, 2007	<b>Project Ending Date:</b> June 30, 2008
<b>Contact Person's Name:</b> Dr. Craig Butz	<b>Title:</b> Principal	<b>Telephone:</b> 775-826-4200  <b>Fax #:</b> 775-826-4288
<b>Street Address or P. O. Box:</b> 5690 Riggins Court, Suite C	<b>City, State, Zip:</b> Reno, NV 89502	<b>E-Mail Address:</b> cbutz@ connectionsacademy.com

**PLEASE NOTE:** You must provide a narrative description of the accomplishments of each objective of your federal grant application. Please give enough information on the results of each objective or if the objective is not completely accomplished, state the reason(s) the objective was not totally achieved. Use the same numbering system to report on your objectives as they appear in the grant application. Attach your responses behind this cover page.




---

 School Authorized Signature

## NARRATIVE OF GRANT ACCOMPLISHMENTS

During 2007-08, its first year of operation as a statewide distance education charter school, Nevada Connections Academy utilized its federal charter grant funds to address 15 specific objectives relating directly to key Nevada charter school goals. As described in the narrative below, Nevada Connections Academy successfully fulfilled these objectives.

### **NEVADA CHARTER SCHOOL GOAL: IMPROVING THE OPPORTUNITIES FOR PUPILS TO LEARN**

**Overall approach to this goal:** In order to provide improved learning opportunities for pupils, Nevada Connections Academy required a cost-effective professional office/teaching center properly equipped to provide student services in support of learning opportunities; outreach by the school staff to prospective students; a Governing Body prepared to fulfill its role in overseeing the school and ensuring it fulfills the terms of its charter; access to legal counsel to ensure compliance with Nevada distance education and charter law and regulation; and provision of technology to participating students to maximize access to the Nevada Connections Academy learning opportunities. Nevada Connections Academy set the following objectives in seeking federal charter grant funds to meet this goal.

*Note: The objectives listed below were established in two sequential grant applications, designated as A (planning grant carryover approved 12/21/07) and B (implementation grants approved 3/11/08 and 5/5/08).*

**Objective 1A:** Maintain a cost-effective office/professional teaching center in Reno for the school.

**Fundable activity:** Provide three (3) initial months' rent for office/professional teaching center lease, as budgeted.

**Method for assessing accomplishment:** Occupation by the school of the Reno office/professional teaching center at monthly rent as budgeted.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through procurement of lease for school office/professional teaching center at 5690 Riggins Court, Suite B, Reno, NV 89502 at the budgeted monthly rent of \$5,400.

**Objective 2A:** Equip the office/professional teaching center for optimal student service.

**Fundable activity:** Acquisition of furniture and equipment (such as meeting room furniture and fireproof files for student records) to facilitate necessary administrative and support services for students.

**Method for assessing accomplishment:** Principal report to Governing Body that necessary items have been acquired.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through acquisition of necessary furniture and equipment, including fireproof files, as needed to keep pace with school growth. See also Objective 2B, below.

**Objective 3A:** Provide information and outreach by school staff to prospective students to explain the Nevada Connections Academy learning opportunity and guide them through the enrollment process.

**Fundable activity:** Travel by staff to information/outreach sessions with prospective Nevada Connections Academy families, along with necessary equipment to conduct such sessions.

**Method for assessing accomplishment:** Active teaching staff participation in one or more outreach sessions.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through staff participation in information and outreach sessions throughout Spring 2008 across Nevada.

**Objective 4A:** Ensure that the Governing Body is fully prepared to fulfill its role in overseeing the school.

**Fundable activity:** Provide focused and effective professional development for the Governing Body and ensure access to its selected legal counsel.

**Method for assessing accomplishment:** Completion of board governance training sessions by majority of Governing Body and access as needed to the Governing Body's selected legal counsel.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through participation by four (4) Governing Body members in Board Academy training sessions in October 2007 and February 2008. Access to legal counsel is discussed in Objective 1B, below.

**Objective 1B:** Ensure access by Governing Body and school administration to effective legal counsel to ensure compliance with Nevada distance education and charter law and regulation

**Fundable activity:** Up to 20 hours of legal services from the Governing Body's selected legal counsel or other counsel as needed.

**Method for assessing accomplishment:** School compliance with legal and requirements.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through purchase of 22 hours of services from the law firms of Allison-Mackenzie-Russell-Pavlakis-Wright & Fagan and Lionel Sawyer & Collins to review of charter amendments and compliance documents during 2007-08.

**Objective 2B:** Equip the office/professional teaching center for optimal student service.

**Fundable activity:** Acquisition of additional furniture and equipment (such as digital camera and camcorder and miscellaneous furniture) to facilitate necessary administrative and support services for students.

**Method for assessing accomplishment:** Principal report to Governing Body that necessary items have been acquired.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective by equipping the office for staff growth with complete teacher workstations (including computers, networking and furniture) and multimedia equipment in Fall 2007 and Spring 2008.

**Objective 3B:** Provide technology to participating students to maximize access to the Nevada Connections Academy learning opportunities.

**Fundable activity:** Loan of leased computer and printer and provision of all support for additional Nevada Connections Academy households. (Without grant support, the school might need to focus its school-provided student technology on families with economic need.)

**Method for assessing accomplishment:** Provision of student technology to each Nevada Connections Academy household.

**Status of Objective:** **ACCOMPLISHED.** Nevada Connections Academy met this objective by providing a loaned computer and printer and an Internet subsidy to 225 participating households during 2007-08. (Technology for remaining 60 additional households was provided from school operating funds.)

**NEVADA CHARTER SCHOOL GOAL: ENCOURAGING THE USE OF EFFECTIVE METHODS OF TEACHING.**

**Overall approach to this goal:** In order to reach this goal, Nevada Connections Academy required a principal who is an effective instructional leader in virtual/distance education setting; a teaching staff that is trained in the school's selected distance education curriculum and methods; administrative/clerical support to allow staff to remain focused on instruction; and a professional office/teaching center that is appropriately equipped for effective teaching in a distance education setting; immersion by staff in national charter school best practices; targeted professional development in online teaching and learning; and additional training in effective special education for distance education students. Nevada Connections Academy set the following objectives in seeking federal charter grant funds to meet this goal.

*Note: The objectives listed below were established in two sequential grant applications, designated as A (planning grant carryover approved 12/21/07) and B (implementation grants approved 3/11/08 and 5/5/08).*

**Objective 1A:** Employ a school principal who is an effective instructional leader in order to achieve the school's goal of encouraging the use of effective teaching methods.

**Fundable activity:** Recruitment of a skilled instructional leader to serve as principal and provision of three (3) months of initial salary and benefits upon approval of candidate by Governing Body.

**Method for assessing accomplishment:** Successful hiring by the Governing Body of a qualified principal by September 1, 2007, with notification of the Nevada Department of Education of the principal's selection along with documentation of the Governing Body's approval.

**Status of Objective:** **ACCOMPLISHED.** Nevada Connections Academy met this objective by recruiting and hiring Dr. Carol White in August 2007 to serve for the 2007-08 school year. Dr. White was replaced by Dr. Craig Butz for school year 2008-09.

**Objective 2A** Ensure that the Nevada Connections Academy faculty is prepared to teach effectively using the school's selected distance learning program.

**Fundable activity:** Provide effective professional development for teachers in the Nevada Connections Academy curriculum and teaching methods through onsite training activities and a comprehensive set of curriculum materials for the school office/professional teaching center.

**Method for assessing accomplishment:** Completion of professional development session by school staff and documentation of complete on-site set of curriculum materials.

**Status of Objective:** **ACCOMPLISHED.** Nevada Connections Academy met this objective by purchasing nine (9) complete sets of curriculum materials for use by teachers in the Reno office/teaching center, and providing multiple-day on-site training sessions for teachers on the curriculum and Learning Management System.

**Objective 3A:** Ensure effective administrative/clerical support to sustain staff focus on teaching and learning.

**Fundable activity:** Procure temporary administrative/clerical support for the Nevada Connections Academy principal and staff.

**Method for assessing accomplishment:** Governing Body approval of cost effective temporary administrative/clerical support services.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through use of temporary administrative staff prior to recruitment and hiring permanent Administrative Assistant in 2008.

**Objective 4A<sup>1</sup>:** Outfit the professional teaching center for optimally effective teaching methods in a distance education environment.

**Fundable activity:** Lease or purchase of teacher workspace furniture and technology as well as office networking for the Nevada Connections Academy office/professional teaching center.

**Method for assessing accomplishment:** Provision of cost effective, functional, and networked workspace for each Nevada Connections Academy teacher.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through provision of multiple teacher workstations in the Reno office/teaching center, including furniture, cubicles, computers, networking and telephone system.

**Objective 1B:** Immerse the Nevada Connections Academy staff in national charter school best practices.

**Fundable activity:** Travel by Nevada Connections Academy staff to participate in the 2008 National Charter Schools Conference in New Orleans, LA.

**Method for assessing accomplishment:** Active staff participation in the conference and report to the Governing Board on learnings from same.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through participation by 16 staff and Governing Body members in the 2008 National Charter Schools Conference in New Orleans, LA.

**Objective 2B:** Ensure ongoing, targeted professional development for Nevada Connections Academy staff in online teaching and learning.

**Fundable activity:** Provide multiple onsite and individualized professional development activities for staff.

**Method for assessing accomplishment:** Progress by individual staff members on their professional development plans and by the school as a whole on its school goals.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through individual and group staff development activities during Spring 2008 focusing on effective assessments, individualized instruction, and working collaboratively with parents/families.

**Objective 3B:** Optimize special education effectiveness in Nevada Connection's Academy's unique distance education environment.

**Fundable activity:** Key staff participation in focused special education professional development opportunities.

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<sup>1</sup> Corrected from misnumbering in original grant application.

**Method for assessing accomplishment:** Compliance with special education requirements and satisfaction among parents of students with special education needs.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through participation by two (2) staff in the RR&R Special Education conference in Nevada, which was instrumental in school achieving satisfactory compliance on special education issues in school programmatic audit in Spring 2008. On the Parent Satisfaction Survey, more than 72% of parents with special needs children felt their children were making good progress at Nevada Connections Academy, while more than 83% agreed that their child's teacher provided sufficient support.

**NEVADA CHARTER SCHOOL GOAL: PROVIDING AN ACCURATE**

**MEASUREMENT OF THE EDUCATIONAL ACHIEVEMENT OF PUPILS.** Nevada Connections Academy believes that its distance education approach, facilitated by a robust Learning Management System, provides the opportunity for very accurate and fully individualized measurement of its students' educational achievement. To make the most of this opportunity, the school required professional development focused on assessment and use of performance data, as well as support in integrating with the state student information system.

**Objective 1:** Optimize both accurate measurement of student achievement in a distance education environment and use of measurement data to improve student performance.

**Fundable activity:** Professional development focused on assessment and use of performance data.

**Method for assessing accomplishment:** Positive performance by Nevada Connections Academy students on both internal and external assessments.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective through focused professional development throughout the year, resulting in the school making Adequate Yearly Progress at all grades levels for 2007-08 based on state assessment participation and achievement.

**Objective 2<sup>2</sup>:** Effectively integrate with the State of Nevada student information system (SIS) to ensure accurate and timely transmission of performance and other data.

**Fundable activity:** Procurement of hardware, software, and training to install the required PowerSchool system to facilitate student data reporting to the state SIS.

**Method for assessing accomplishment:** Timely procurement and successful integration of PowerSchool during the 2007-08 school year.

**Status of Objective: ACCOMPLISHED.** Nevada Connections Academy met this objective by procuring, installing and successfully integrating PowerSchool with its LMS.

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<sup>2</sup> Numbering added from original grant application.

NCA

**Thomas McCormack**

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**From:** James E. Irvin [JIrvin@ag.nv.gov]  
**Sent:** Thursday, August 14, 2008 8:49 AM  
**To:** William Arensdorf; Thomas McCormack  
**Attachments:** Draft Settlement Agreement - Final2.doc

As per...

\*\*\*\*\*CONFIDENTIALITY NOTICE\*\*\*\*\*

The preceding e-mail message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution or reproduction of this message by unintended recipients is not authorized and may be unlawful.

*W*  
*u*

## SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, between and among Nevada Connections Academy and the Governing Board of the Nevada Connections Academy (collectively, "NCA") and the Nevada State Board of Education and Nevada Department of Education (the "SBE" and together with NCA the "Parties").

### RECITALS

WHEREAS, SBE approved and issued a charter for NCA to operate a the Nevada Connections Academy Charter School and offer public educational services for students in grades 4-12;

WHEREAS, NCA filed an application with the Nevada Department of Education in November 2007 which it supplemented in February 2008 seeking to amend its Charter to authorize the provision of educational services for students in grades K-3 (the "NCA Charter Amendment Application) which was not approved;

WHEREAS, certain SBE members have expressed an interest in reviewing data **refleting** NCA students' performance for the existing grades offered for the 2007-2008 school year;

WHEREAS, NCA has been advised the results for the 2007-08 school year indicate that NCA made "High Achieving" AYP results for both Elementary and Middle School and made AYP for the High School grades offered;

WHEREAS, the Parties desire to settle the disputes raised in the NCA Petition for Judicial Review, Verified Petition for Writ of Mandamus, and Complaint for Declaratory Relief in the First Judicial District State of Nevada in and for the County of Washoe (Case No. 08-OC-00125) (the "Litigation");

WHEREAS, NCA seeks to offer a program to students in grades K-3 in Nevada that has proven effective in several states in producing academic results. Specifically, Connections Academy students in grades K-2 participating in the Longitudinal Evaluation of Academy Progress ("LEAP"), a pre- and post-test (from school year 2006-07) demonstrated academic growth over the course of the year. In addition, the Florida Connections Academy (serving grades K-8) earned an "A" grade on Florida's rigorous state accountability system;

WHEREAS, NCA reports offered from an independent third-party research firm's annual Parent Satisfaction Survey reflect that parents and students in Connections Academy schools around the nation are extremely satisfied with the program and, specifically, grades K-3 with between 94.4% and 97.7% rating the overall program as excellent/good with over 97% of survey respondents agreeing that their students in grades K-3 were making good progress;

WHEREAS, charter schools are intended to offer unique and innovative opportunities to Nevada students beyond what is available in traditional public schools;

WHEREAS, ratio requirements set forth under Nevada law do not apply to distance education or charter schools; however, NCA has investigated the financial and program impact of decreasing the student-teacher ratio to provide additional teaching staff in response to certain SBE members concerns;

NOW, THEREFORE, the Parties agree as follows:

**TERMS OF AGREEMENT**

**A. Conditional Approval of NCA Amendment Application**

*Amend item 20  
last really necessary  
the way it's worded*

SBE shall approve and issue to NCA an amended charter authorizing NCA to offer and provide educational services for students in grades K-3 subject to the following conditions:

21. For the 2008-2009 school year, NCA will operate with an average student-to-teacher ratio of 32:1 for grades K-3. To the extent permissible by law, the NCA Governing Board will have the authority to designate the number of students to be served in grades K-3. NCA shall not be precluded from seeking a waiver of this condition from the SBE at any time following commencement of the 2008-09 school year.

22. NCA will have conducted an independent parent satisfaction study for students in grades K-3 and will report such data annually to the SBE. NCA shall provide to NDE for approval the name of proposed independent third parties to conduct such surveys.

23. NCA will provide the opportunity for supervised student events at least once every month during the school year including field trips and other opportunities for K-3 students to socialize with other students and interact with or meet with teachers.

24. NCA will continue to make LiveLesson available to all students enrolled in its school including those students in grades K-3 and, thereby, provide a unique experience for student to teacher and student to student interaction not typically available in distance education.

25. Upon conclusion of the 2008-2009 school year, or as soon as practicable thereafter, NCA will provide to NDE and SBE objective data intended to assist NDE and SBE to (i) consider preliminary performance of distance education for grades K-3, including the results of standardized assessments for Grades K-2 and state assessments for Grade 3; (ii) evaluate the use of age appropriate distance education technologies and curriculum; (iii) measure the demand for student access to K-3 distance education; (iv) measure parent satisfaction levels with K-3 distance education; and, (v) develop data-driven policy regarding distance education.

26. NCA students in grads K-3 shall participate in all state mandated assessments, regular lesson assessments, unit assessments, and semester assessments.

27. NCA shall continue to provide parental/learning coach orientation and training for parents and/or caregivers of children to be enrolled in grades K-3.

*Should be over time -  
+ teacher assessments*

*June 30*

*Big deal*

*nothing new*

*Big deal*

*what?*

*Follow K.d through several years?*

*Big deal!*

*Big deal - nothing new.*

**B. Dismissal of Litigation**

Within five business days of receipt of the amended charter described in Section A above, NCA shall file with the court a Stipulation and Order for Dismissal of the Litigation in the form provided in the attached Exhibit A or mutually agreed upon by the Parties.

**C. Additional Documents**

The Parties shall cooperate fully and execute any and all supplemental documents and take all additional actions that may be reasonably necessary and appropriate to accomplish the objectives and intent of this Agreement.

**D. Agreement Settles and Compromises Disputed Claims**

1. This Agreement is made and entered as a compromise and settlement of the disputes in the case that is captioned Case No. 08-OC-00125. Neither this Agreement, nor any document, pleading or paper prepared and signed pursuant to the provisions of this Agreement shall constitute or be construed or asserted as an admission or acknowledgment of liability or error by the Parties.

2. Each party to Case No. 08-OC-00125 shall bear its own fees and costs.

**F. Binding Effect**

This Agreement shall become binding only upon execution by authorized representatives of both Parties and receipt by both Parties of a copy of the Agreement fully executed. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors or assigns. This Agreement is not intended to create, and shall not create, any rights or obligations in any person who is not a Party to the Agreement.

**G. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same agreement. Once each Party to the Agreement has executed a copy of the Agreement, the Agreement shall be considered finally executed and effective, notwithstanding that all Parties have not executed the same copy thereof.

**H. Governing Law and Forum**

The laws of the State of Nevada shall govern this Agreement. Venue and jurisdiction of any lawsuit to enforce rights under this Agreement shall lie in the First Judicial District State of Nevada in and for the County of Carson City.







## Thomas McCormack

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**From:** Craig Butz [cbutz@connectionsacademy.com]  
**Sent:** Friday, October 17, 2008 1:33 PM  
**To:** Keith Rheault; Thomas McCormack  
**Subject:** Waitman Family

I just got off the phone with Annelise Waitman's mother Rosa. In checking on the enrollment status, it seems that there was still a couple of documents needing verified when we hit count day. Rosa is going to check on our LMS to see what she needs to do to ensure Annelise is eligible for our November 1 lottery. She seemed appreciative of my call and I asked her to call me if she had any other problems.

Craig Butz PhD  
Special Regional Coordinator-State Relations  
Connections Academy  
Director  
Nevada Connections Academy  
[cbutz@connectionsacademy.com](mailto:cbutz@connectionsacademy.com)  
702-561-9191

## Thomas McCormack

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**From:** Thomas McCormack  
**Sent:** Thursday, October 23, 2008 11:51 AM  
**To:** Shawn Franklin; Andrew Swann  
**Cc:** William Arensdorf  
**Subject:** FW: SAIN Training

Shawn, Andrew:

Attached is a request from Craig Butz, administrator at Nevada Connections Academy (state board-sponsored charter school). I don't know what sort of training you currently provide, or what type of training schools are expected to purchase, but my hunch is that you do provide at least some training in the areas that Craig is requesting. And I don't know how much "additional" training, or "one on one" training you're able to provide to schools like this. I also believe that schools have a responsibility to employ staff who can understand and make use of the training that is provided/offered to them.

Having said all that, could you please respond to Craig (please copy me), perhaps discussing the training that is provided by the Department (or the training you are willing/able to provide), the training that is available for a school to purchase, etc.

Have there been any training/technical assistance opportunities that have been offered to the school, that the school hasn't taken advantage of? I recall a 8/7/08 email from Diane Mugford addressed to Craig Butz and others (copied to me and Andrew) informing Butz that the school missed weekly SAIN/APAC conference calls. Was this a training opportunity that was offered to the school that the school failed to take advantage of? I wouldn't hesitate to point this out to Butz (if it's relevant) in any response to him.

Thank you.

Tom

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**From:** Craig Butz [mailto:[cbutz@connectionsacademy.com](mailto:cbutz@connectionsacademy.com)]  
**Sent:** Thursday, October 23, 2008 10:53 AM  
**To:** Thomas McCormack  
**Cc:** Tami Duggan; Gerald Krummel  
**Subject:** SAIN Training

Tom, per our phone conversation, we would greatly appreciate it if you could talk to the people in the SAIN office at the NDE about the possibility of working with charter school staff on perhaps providing some in depth training on the Bighorn Portal and SAIN, so that we are able to meet our responsibilities in providing the most accurate data to the department. Thanks.

Craig Butz PhD  
Special Regional Coordinator-State Relations  
Connections Academy  
Director  
Nevada Connections Academy  
[cbutz@connectionsacademy.com](mailto:cbutz@connectionsacademy.com)  
702-561-9191

## Thomas McCormack

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**From:** Lori Johnson  
**Sent:** Monday, October 13, 2008 3:03 PM  
**To:** Thomas McCormack  
**Subject:** FW: closing enrollment

Keith suggested that you return the call to this mother. Keith states that the waiver is NOT signed yet and that it is not retroactive.

Rosa enrolled her child with Connection prior to the cutoff and Connections told her at the signup that the IEP would not be a problem.

Rosa Waitman 702-610-8254

- child: Amelise

Thanks

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**From:** Craig Butz [mailto:cbutz@connectionsacademy.com]  
**Sent:** Tuesday, October 07, 2008 10:56 AM  
**To:** Thomas McCormack  
**Cc:** Keith Rheault; William Arensdorf; Lori Johnson; Albert Kenneson  
**Subject:** RE: closing enrollment

Tom, I have discussed this with Keith. Our intention is to ask for the same waiver once we have an audited count. It is not feasible to enroll students that we do not have staff to serve. Our audit is the end of next week, and we will be requesting the same waiver immediately afterwards.

Craig Butz PhD  
Special Regional Coordinator-State Relations  
Connections Academy  
Director  
Nevada Connections Academy  
[cbutz@connectionsacademy.com](mailto:cbutz@connectionsacademy.com)  
702-561-9191

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**From:** Thomas McCormack [mailto:tmccormack@doe.nv.gov]  
**Sent:** Tuesday, October 07, 2008 10:29 AM  
**To:** Craig Butz  
**Cc:** Keith Rheault; William Arensdorf; Lori Johnson; Albert Kenneson  
**Subject:** closing enrollment

Craig,

Pursuant to the Department's Non regulatory Guidance (NRG 202, Section 5), a distance education charter school may discontinue the enrollment of additional students after count day only by written permission granted by the Superintendent, Dr. Rheault. In a March 21, 2008, letter from Dr. Rheault to Jamie Castle, NV Connections Academy Governing Body President (copied to Carol White), such permission was granted, but only for the 2007-08 school year. A new request must be submitted from the school to the Superintendent for any additional years, including for the 2008-09 school year, if the school wishes to continue to close enrollment after count day.

It has come to the attention of the Department that the school appears to be closing enrollment after count day this school year 2008-09. This is a reminder of the requirement to obtain written permission from the Superintendent to close enrollment, if that is the school's intention.

## Thomas McCormack

---

**From:** Thomas McCormack  
**Sent:** Tuesday, October 07, 2008 10:29 AM  
**To:** 'cbutz@connectionsacademy.com'  
**Cc:** Keith Rheault; William Arensdorf; Lori Johnson; Albert Kenneson  
**Subject:** closing enrollment

Craig,

Pursuant to the Department's Non regulatory Guidance (NRG 202, Section 5), a distance education charter school may discontinue the enrollment of additional students after count day only by written permission granted by the Superintendent, Dr. Rheault. In a March 21, 2008, letter from Dr. Rheault to Jamie Castle, NV Connections Academy Governing Body President (copied to Carol White), such permission was granted, but only for the 2007-08 school year. A new request must be submitted from the school to the Superintendent for any additional years, including for the 2008-09 school year, if the school wishes to continue to close enrollment after count day.

It has come to the attention of the Department that the school appears to be closing enrollment after count day this school year 2008-09. This is a reminder of the requirement to obtain written permission from the Superintendent to close enrollment, if that is the school's intention.

I'd be happy to fax you (I don't have it electronically) the March 21, 2008, letter from Dr. Rheault if that would help.

Thank you for your attention to this matter.

Tom

## Thomas McCormack

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**From:** Tami Duggan [TDuggan@connectionsacademy.com]  
**Sent:** Wednesday, September 17, 2008 11:11 AM  
**To:** Donna Brothers; Thomas McCormack  
**Cc:** Justin Andres; Craig Butz; Gerald Krummel; Josh Solomon; Brian Leap  
**Subject:** NCLB compliance report for Nevada Connections Academy  
**Attachments:** Early NCLB Report Form WIP (3) version.xls

Hello Ms. Brothers and Mr. McCormack,

I am attaching the NCLB compliace report for Nevada Connections Academy. I am also putting paper copies of this in the mail to Ms. Brothers today.

Tami Duggan  
Registrar/Executive Assistant  
Nevada Connections Academy  
775-826-4200 x 313  
775-826-4288 Fax



**NEVADA  
CONNECTIONS  
ACADEMY®**

8/6 -  
Sent to  
- A.K.  
- we-d: S.

**FAX COVER SHEET**

TO: Tom McCormack

FAX: 775-687-9113

FROM: Justin

FAX: 775-826-4288

DATE: 8-6-08

PAGES (including this one): 2

The first one that we sent had wrong dates on it. Sending updated version.  
First one sent on 4-9-08

**Nevada Connections Academy Calender for 2008-2009 School Year**

Start Date: 8/25/08

Type of calendar	Monday	Tuesday	Wednesday	Thursday	Friday	Total Days	Days NT	Total Days	
August 2008	25	26	27	28	29				
September 2008	DH1 PD8 15	2 9 16	3 10 17	4 11 18	5 12 19	19	1	19	School Month 1 First Day 8/25/08 Labor Day 9/1/08 Professional Dev. Day Count Day 9/19/08 All Schools-9/19/08
October 2008	22 29 6 13	23 30 7 14	24 1 8 15	25 2 9 16	26 PD3 10 17	20	1	39	School Month 2 Professional Dev. Day
November 2008	20 27 3 10	21 28 4 DH11	22 29 5 12	23 30 6 13	HD24 DH31 7 14	18	2	57	School Month 3 Half Day for Grading End of first Qtr Nevada Day 10/31/08 Veterans Day 11/11/08
December 2008	PD17 24 1 8	18 25 2 9	19 DH26 3 10	20 DH27 4 11	21 DH28 5 12	17	3	74	School Month 4 Professional Dev. Day Thanksgiving 11/20 through 11/28
January 2009	15 WB22 WB29 5 12	16 23 30 6 13	17 24 31 7 14	18 25 1 8 15	19 26 2 9 HD16	15	10	89	School Month 5 Winter Break 12/22 - 1/02 Half Day for Grading End of Semester
February 2009	DH19 26 2 9	20 27 3 10	21 28 4 11	22 29 5 12	23 PD30 6 13	19	1	108	School Month 6 Martin Luther King Professional Dev. Day
March 2009	DH-16 23 2 9	17 24 3 10	18 25 4 11	19 26 5 12	20 HD27 PD6 13	19	1	127	School Month 7 President's Day 2/16/09 Half Day for Grading End of 3rd Qtr Professional Dev. Day
April 2009	16 23 30 6	17 24 31 7	18 25 1 8	19 26 2 9	20 27 3 10	20	0	147	School Month 8 Spring Break 4/13 - 4/17
May 2009	SB13 20 27 PD4	14 21 28 5	15 22 29 6	16 23 30 7	17 24 1 8	15	5	162	School Month 9 Professional Dev. Day
June 2009	11 18 DH 25 1 CD8	12 19 26 2	13 20 27 3	14 21 28 4	15 22 29 CD5				School Month 10 Memorial Day 5/25/09 Last Day 6/4/09 Contingency days 17th - Last Day for Teachers
<b>Totals</b>						<b>180</b>	<b>24</b>	<b>180</b>	

- \*PD Professional Development for all teachers
- WB Winter Break
- SP Spring Break
- CD Contingency day
- DH District Holiday
- \*\*HD Half Day for Grading

\* Professional development days are still counted as days in session - students may still work but teachers will not.  
 \*\* Half days are for teacher grading, students will still be expected to work but teachers will be unavailable during the afternoon.

## Thomas McCormack

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**From:** Diane Mugford  
**Sent:** Thursday, August 07, 2008 11:41 AM  
**To:** 'ftandogan@coralacademylv.org'; 'craigbutz23@gmail.com'; 'mkazek@nvvacademy.org'; 'skinght@sshs.org'; 'Amy Dolan'; 'Wendi Hawk'  
**Cc:** Thomas McCormack; Carol Crothers; Andrew Parr; Andrew Swann  
**Subject:** Weekly SAIN/APAC Conference Calls

Dear Test Director,

Today during the regularly scheduled weekly SAIN/AYP conference call, only one State School, Davidson Academy, participated in the call.

While we acknowledge this is a very busy time with schools either returning to session or preparing for the 2008-2009 session, these calls are important. It is important for State schools to participate in these weekly calls.

During the past AYP appeals session, it was very apparent that many issues which became appeals issues could have been avoided if schools participated in the conference calls and were actively engaged with SAIN/APAC staff in problem-solving.

A particularly important issue, for instance, is the population identification and pre-identification issue. The AYP team spent many hours remediating data late in the school year or as a result of appeals based on incorrect student demographic information. While on occasion these result from technical difficulties in processing the assessment data, for the most part they resulted from schools not remediating the data periodically prior to testing.

In the case of State schools these extra hours of remediation by NDE staff are logged as part of the required report staff must make to the State Board on the time spent supporting State schools.

If you are having difficulty getting your data or responding to requests to check and remediate data such as pre-id data, it is important that SAIN and APAC work with you early on. The SAIN/APAC phone calls are an important link in keeping your school up to date on developments that impact the quality of the data on your students. It is critical to participate in these weekly and enlist the support of SAIN and APAC staff early during the process of pre-identification of students and remediation of any incorrect data.

I anticipate your participation in the next SAIN conference call as well as in the continuing weekly calls.

Sincerely,  
Diane

## Thomas McCormack

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**From:** Carol White [cwhite@connectionsacademy.com]  
**Sent:** Tuesday, June 17, 2008 10:29 AM  
**To:** Thomas McCormack  
**Subject:** letter from the health department  
**Attachments:** letter June 12.doc

Hi Tom,

Attached is a letter from the Health Department indicating that we are compliant with state requirements for immunizations.

thanks,

Carol White  
Nevada Connections Academy  
5690 Riggins Court, Suite C  
Reno, NV 89502  
775-826-4200  
775-826-4288 - fax



June 12, 2008

To whom it may concern:

Nevada Connections Academy, Nevada has demonstrated to me that they have policies and practices in place to comply with Nevada immunization regulations for their students. They are following state immunization guidelines, and appear to be monitoring their students' immunizations adequately. In this 2007-2008 school year, they have been compliant in making corrections, when discrepancies were noted.

*Christine Paige RN*

Christine Paige RN  
Washoe County District Health Department  
Immunization Program  
(775) 328-6154

## Thomas McCormack

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**From:** Carol White [cwhite@connectionsacademy.com]  
**Sent:** Thursday, June 12, 2008 10:09 AM  
**To:** Donna Brothers  
**Cc:** Thomas McCormack  
**Subject:** FW: scans of class enrollment stuff  
**Attachments:** 20080612084200772\_0001.pdf; 20080612084200772\_0002.pdf; 20080612084332152\_0001.pdf

Hi Donna,

Do you need me to send these as my teachers provide info on obtaining their HQ status? Also, do you know when we'll be getting our compliance report back?  
thanks,

Carol White  
Nevada Connections Academy  
5690 Riggins Court, Suite C  
Reno, NV 89502  
775-826-4200  
775-826-4288 - fax

---

**From:** Michel Fike  
**Sent:** Thu 6/12/2008 9:04 AM  
**To:** Carol White  
**Subject:** scans of class enrollment stuff

Here are the class schedule and receipt for my Park University grammar class- started 6/2. I'm also sending what I have from University of Phoenix- Future Course schedule. I'm working to get this one paid for today; seems their payment processing system is being upgraded and problematic. I'll get a receipt to you ASAP.

Have you seen your photo?

Mike

## Thomas McCormack

---

**From:** Keith Rheault  
**Sent:** Monday, June 30, 2008 10:57 AM  
**To:** Eekinator@aol.com  
**Cc:** bjmyers49@aol.com; cmadsenr@cox.net; cfferry@frontiernet.net; mwash2853@aol.com; DrGwalt49@aol.com; lversonm01@aol.com; janbiggerstaff@hotmail.com; sharonfrederick@cox.net; arug@aol.com  
**Subject:** Grading dispute

Amy:

I was provided a copy of your e-mail sent to Nevada State Board of Education members regarding the grades your son received from Connections Academy this past year. For the most part, the final grades given by a teacher are "final" as long as the grading procedures for the school district or in this case the charter school have been followed. Nevada Revised Statutes (NRS) limit the changing of a pupil's grade under very specific circumstances. I have cut and pasted NRS 392.025 below for your review.

**NRS 392.025 Grade given to pupil by teacher: Restriction on change by board of trustees.** The board of trustees of a school district shall not change the grade given to a pupil by a teacher unless the school district has established and followed a procedure that allows the teacher an opportunity to substantiate the grade that was given. (Added to NRS by 1989, 1103)

If you have not done so already, your first step should be to ask the school for a written copy of the procedures established for student grades. After you have had a chance to review the procedures to see if they were followed by the teacher, your only recourse if the procedures were not followed is to request an agenda item on the next meeting of the Governing Board of Connections Academy. The request would be to have the Governing Board (which is the equivalent of the board of trustees) consider changing the grade as identified in NRS 392.025 based on the evidence presented during the agenda item. In addition, if you have not made the Governing Board aware of this dispute, you should provide the information to: Jamie Castle, Connections Academy Governing Board Chairman, 1354 Kingsley Lane, Carson City, Nevada 89701.

Keith Rheault, Superintendent of Public Instruction

**From:** [Eekinator@aol.com](mailto:Eekinator@aol.com)  
**To:** [cmadsenr@cox.net](mailto:cmadsenr@cox.net)  
**Sent:** Wednesday, June 18, 2008 8:47 PM  
**Subject:** Grading dispute

I am not sure if you are the correct person I should be contacting about this or not. I am hoping that you can at least point me in the right direction. My son just completed 6th grade with Connections Academy, which is an online virtual public school. He is zoned in Henderson. He is a Gifted & Talented student, or I should say WAS one until he attended this school. His grades were completely not reflective of his work. I constantly tried to communicate our difficulties to the teachers and the principal throughout the year, only for it to fall on deaf ears. As the final grades stand, my son failed 2 classes and received a D in a third one. I have tried to resolve this with both his teachers and the principal. The response is that I should have contacted them more. I have copies of 60 e-mails that I have sent throughout the year. There are several other issues I could discuss, but this is what is most important to me. Please advise me on how I can dispute these unfair grades and place a formal complaint against the school.

Regards,

Amy Bayouth  
(702)556-3272

## Thomas McCormack

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**From:** Keith Rheault  
**Sent:** Monday, March 24, 2008 4:29 PM  
**To:** 'Carol White'  
**Cc:** Janell Rosenberg; Frankie Mccabe; Thomas McCormack  
**Subject:** RE: Special Ed Audit

Carol

Based on the purpose of the meeting and in discussions with Special Education staff, the determination that the Department can only accommodate 1 individual from your school(school's choice as to who this is) to attend the compliance monitoring meeting will stand as provided to you earlier.

Keith Rheault

-----Original Message-----

**From:** Thomas McCormack  
**Sent:** Monday, March 24, 2008 10:37 AM  
**To:** 'Carol White'  
**Cc:** Janell Rosenberg; Frankie Mccabe; Keith Rheault  
**Subject:** RE: Special Ed Audit

Carol,

I'm deferring to Keith on that decision. You addressed the letter to both Keith and me, so I assume you gave/sent a copy of it to Keith (right?).

I've copied Keith, Janell and Frankie on this message.

Tom

-----Original Message-----

**From:** Carol White [mailto:cwhite@connectionsacademy.com]  
**Sent:** Monday, March 24, 2008 9:17 AM  
**To:** Thomas McCormack  
**Subject:** Special Ed Audit

Hi Tom,

When I dropped off our audit binders I included a letter to you and Keith regarding the special education audit and our ability to send more than one person. Can you please tell me the status of that request as a representative from our EMO would like to make travel arrangements if she is permitted to attend.

Thanks,

Carol White  
Nevada Connections Academy  
5690 Riggins Court, Suite C  
Reno, NV 89502  
775-826-4200  
775-826-4288 - fax

## Thomas McCormack

---

**From:** Keith Rheault  
**Sent:** Monday, March 24, 2008 11:19 AM  
**To:** Carol White  
**Cc:** Thomas McCormack  
**Subject:** RE: Inquiring on status of requests

**Attachments:** Enrollment Waiver Approval NCA.pdf



Enrollment Waiver  
Approval NCA...

Carol:

See attached for a copy of the approval letter for your enrollment cap request. Please note I approved for this year only at this time. Original will follow in the mail.

Regarding the HQ of Michel Fike I have the following. Because Michel has two English courses as provisions on her Nevada teaching license, she cannot be considered HQ in Nevada for English until she has removed the coursework provisions from her license. Since she was HQ in California in History and the fact that she does not have any provisions on her license against her social studies and History endorsements, she can be considered HQ for any of the social studies courses she teaches.

It may seem odd that she can be HQ for some courses and not HQ for others, but that is the way NCLB required the determination be made based on each academic subject area taught by the teacher.

I will need to get back to you with a response to your request regarding the special education audit meeting.

Keith Rheault

-----Original Message-----

**From:** Carol White [mailto:cwhite@connectionsacademy.com]  
**Sent:** Monday, March 24, 2008 9:24 AM  
**To:** Keith Rheault  
**Subject:** Inquiring on status of requests

Hi Keith,

I was wondering if you have any answers or responses to some of our outstanding issues/requests?

1. We submitted a letter asking for your permission to cap enrollment after count day based on the expense of providing curriculum and program services to students, can you let us know your thoughts on this request?
2. We submitted information regarding a teacher and her Highly Qualified status, she was HQ in another state (CA), will you deem her HQ here in NV? (Michel Fike)
3. We submitted a request to allow more than one person to attend the special education audit. A representative of the EMO would like to attend with our special education manager, has there been a decision regarding that request?

Thanks for your attention to these issues.

Carol White  
Nevada Connections Academy  
5690 Riggins Court, Suite C  
Reno, NV 89502  
775-826-4200  
775-826-4288 - fax

KEITH W. RHEAULT  
*Superintendent of Public Instruction*

GLORIA P. DOPF  
*Deputy Superintendent*  
Instructional, Research and Evaluative  
Services

JAMES R. WELLS  
*Deputy Superintendent*  
Administrative and Fiscal Services

STATE OF NEVADA



**DEPARTMENT OF EDUCATION**  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687-9200 • Fax: (775) 687-9101

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
(702) 486-6455  
Fax: (702) 486-6450

MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

March 21, 2008

Jamie Castle, President  
Nevada Connections Academy  
5690 Riggins Court, Suite B  
Reno, Nevada 89502

Dear Ms. Castle:

I have had the opportunity to review your letter regarding Nevada Connections Academy's request for an exception to discontinue the enrollment of additional students after count day based on authority outlined in Nevada Administrative Non-Regulatory Guidance 202, Section 5. Specifically, you requested a three year waiver to the enrollment requirement.

Based on the fact that Nevada Connections Academy provides its educational programs through a distance education platform and that the school will incur extra costs from the educational software provider used by the school for each additional student using their service and the fact that it is after count day, I am approving Nevada Connections Academy's request for an exception to discontinue the enrollment of additional students for the remainder of the 2007-08 school year as of the date of your request. Please note that I am approving the exception for this year only and that another request will need to be made during the 2008-09 school year once the school has actual count day student enrollments to compare against the maximum enrollment identified for the school.

If you have any questions regarding the information provided in this letter that I can answer, please call me at 775-687-9217.

Sincerely,

A handwritten signature in blue ink that reads "Keith W. Rheault".

Keith W. Rheault, Superintendent of Public Instruction  
Nevada Department of Education

Copy: Tom McCormack  
Carol White



March 17, 2008

Dear Ms. Brothers,

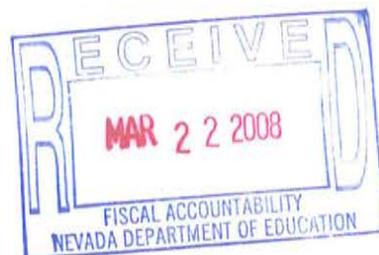
Please find enclosed two Teaching Outside Field(s) of Preparation requests, along with documentation pertaining to the status of highly qualified core curriculum instructors and teacher licensing information.

If you have any questions please do not hesitate to contact me at 775-826-4200 x 301.

Respectfully,

*Carol M. White, Ed. D*

Carol M. White, Ed. D  
Principal



# TEACHING OUTSIDE FIELD(S) OF PREPARATION

RETURN TO:  
NEVADA DEPARTMENT OF EDUCATION  
OFFICE OF TEACHER LICENSURE  
700 EAST FIFTH STREET  
CARSON CITY, NEVADA 89701-5096

School District Nevada Connections Academy Date 3-15-08

Teacher's Name Jeffrey Bracketti Social Security No. 228-84-1655

Number of Previous Exceptions Granted 0 License held: ( ) Elementary  
() Secondary  
( ) Special

Area(s) of Endorsement: General Science - Middle School - Physics 7-12

Secondary Teaching Assignment(s) Requiring Exception: Physical Science,  
Chemistry, Environmental Science

Date Teaching Assignment Began: 8-28-07 Student Enrollment \_\_\_\_\_

Number of Class Hours Taught in Area of Exception: Per Day 4.5 Per Week 22.5

Name of School: Nevada Connections Academy School Year 2007-2008

## REASONS FOR EXCEPTION REQUEST

Exceptions can only be granted under extenuating circumstances. The district must document the exception and provide any justification that will explain the request. These circumstances may include:

- (1) The unavailability of teachers holding the required endorsement:  
It is difficult to find qualified science teachers in NV.
- (2) Unusual temporary conditions such as double sessions or problems with facilities of a school: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (3) The unavailability of an endorsement for a teaching license in the area being taught: \_\_\_\_\_

# TEACHING OUTSIDE FIELD(S) OF PREPARATION

RETURN TO:  
NEVADA DEPARTMENT OF EDUCATION  
OFFICE OF TEACHER LICENSURE  
700 EAST FIFTH STREET  
CARSON CITY, NEVADA 89701-5096

School District Nevada Connections Academy Date 5-15-08

Teacher's Name Michel Fike Social Security No. 569-78-7230

Number of Previous Exceptions Granted 0

License held:  Elementary  
 Secondary  
 Special

Area(s) of Endorsement: English, Social Studies, History of the US & World

Secondary Teaching Assignment(s) Requiring Exception: Gifted & talented  
grade 7, 8, all subjects.

Date Teaching Assignment Began: 8-28-07 Student Enrollment \_\_\_\_\_

Number of Class Hours Taught in Area of Exception: Per Day .65 Per Week 7.5

Name of School: Nevada Connections Academy School Year 2007-2008

## REASONS FOR EXCEPTION REQUEST

Exceptions can only be granted under extenuating circumstances. The district must document the exception and provide any justification that will explain the request. These circumstances may include:

- (1) The unavailability of teachers holding the required endorsement:  
There is a teacher shortage for GT teachers in NV
- (2) Unusual temporary conditions such as double sessions or problems with facilities of a school: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (3) The unavailability of an endorsement for a teaching license in the area being taught: \_\_\_\_\_

2007-2008 SCHOOL YEAR  
 NCLB REPORT OF NOT HIGHLY QUALIFIED CORE CURRICULUM INSTRUCTORS

DISTRICT	SCHOOL NAME	TITLE	ASSIGNMENT	HQ LAST NAME	FIRST NAME	HRS LIC NO
BD OF EDUC	NV CONNECTIONS ACAD	N	4TH 5TH 6TH	NH BRECHLEY (TI)	LAVERTA	6 78474
BD OF EDUC	NV CONNECTIONS ACAD	N	PHYSICAL SCI	NH BROCKETTI	JEFFREY	1 74273
BD OF EDUC	NV CONNECTIONS ACAD	N	BIOLOGY - <i>not teaching anymore</i>	NH BROCKETTI	JEFFREY	1 74273
BD OF EDUC	NV CONNECTIONS ACAD	N	CHEMISTRY	NH BROCKETTI	JEFFREY	1 74273
BD OF EDUC	NV CONNECTIONS ACAD	N	ENVIRONMENTAL SCI	NH BROCKETTI	JEFFREY	1 74273
BD OF EDUC	NV CONNECTIONS ACAD	N	ENGLISH	NH FIKE	MICHEL	2 77342
BD OF EDUC	NV CONNECTIONS ACAD	N	JOURNALISM	NH FIKE	MICHEL	2 77342
BD OF EDUC	NV CONNECTIONS ACAD	N	ENGLISH	NH FIKE	MICHEL	2 77342

*Laverta Brechley has passed all required exams for the highly Qualified Status in NV.*

Teacher Licensing System-02/16/2008

Exception Report by School  
2007/2008

County: BOARD OF EDUCATION

School: NEVADA CONNECTIONS ACADEMY

Name	License Number	Hours	Endorsement/Assignment
BROCKETT, JEFFREY	0000074273	1.00	00273 ENVIRONMENTAL SCIENCE H107 PHYSICS H16 GENERAL SCIENCE SUB SUBSTITUTE
BRYANT, MARILYN	0000010381	8.00	00802 COUNSELOR K-12 S23 SCHOOL PSYCHOLOGIST SUB SUBSTITUTE

*no longer  
with us  
as of  
12/21/07*

# 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

## Application for Renewal Of a Public School Charter

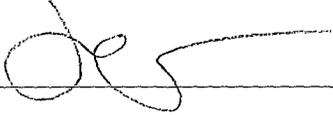
### Certification Statement

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Charter School Name: NEVADA CONNECTIONS ACADEMY

I hereby certify that the information submitted in this application for renewal of a public school charter is true to the best of my knowledge and belief; and further I understand that, if awarded a renewed charter, the school shall continue to be open to all students on a space available basis, and shall not discriminate on the basis of race, gender, religion, ethnicity, disability, athletic performance, special need, or proficiency in the English language, and academic achievement. This is a true statement, made under the penalties of perjury.

This request for renewal of the charter was approved in a public, open meeting of the school's governing body held on (date) November 27, 2012. A copy of the meeting agenda and minutes is attached.

Governing Body President signature:  \_\_\_\_\_

Print Name: Jamie Castle

Date: 11/27/12



**NEVADA CONNECTIONS ACADEMY (NCA)  
BOARD MEETING  
AGENDA**

Pursuant to the Nevada Open Meeting Law, notice is hereby given to the members of the NCA Board and the general public that the NCA Board will hold a meeting open to the public on:

**Date and Time:**

Tuesday, November 27, 2012 at 6:30 p.m. PT

**Held at the following locations:**

Nevada Connections Academy  
175 Salomon Circle, Suite 201  
Sparks, NV 89434

**And via teleconference:**

800-504-8071; 184-9889#

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chair.

Reasonable efforts will be made to assist and accommodate persons with a disability. Please contact Jennifer Dukek at (775) 826-4200. Requests should be made as early as possible to arrange the accommodation; no later than twenty four (24) hours prior to the meeting.

**BOARD AGENDA**

- I. Call to Order – J. Castle
- II. Roll Call – J. Castle
- III. Public Comment

The Board welcomes participation by the members of the public both in-person and telephonically. To address an item on the agenda, before the scheduled start of the meeting, an individual must write their name and a short description of the agenda item on which they wish to comment on the card provided and submit this to the Chair, along with any materials they want to have distributed to Board. Individuals who wish to address the Board telephonically must contact the School Principal by phone or by email at least twenty four (24) hours before the scheduled start of the Board meeting. If the individual wants to provide any written materials to the Board, these should be emailed to the School Principal at least twenty four (24) hours before the scheduled start of the meeting.

The total time for any individual to present, either in person or via telephone, on an item on the agenda shall not exceed three (3) minutes, unless the Board grants additional time.

Individuals desiring to make a formal presentation to the Board on an item not on the agenda but desiring it be placed on the agenda must provide notice and written submissions detailing the subject of the presentation to the School Principal at least fourteen (14) days prior to the meeting. Any such presentations shall not exceed fifteen (15) minutes in duration, unless otherwise permitted by the Chair.

To view the Board Public Comment Policy, visit the school's "About Us" page at [www.connectionsacademy.com](http://www.connectionsacademy.com)

- IV. Routine Business
  - a. Approval of Agenda – J. Castle
- V. Oral Reports
  - a. Principal's Report (MSR attached) – J. Dukek
    - i. Pupil Enrollment and Attendance Audit Update
    - ii. Student Activities Update
  - b. Financial Report (attached) – S. Soltz
- VI. Consent Agenda
  - a. Approval of Minutes from the October 16, 2012 Meeting (attached)
  - b. Approval of Staffing Report (attached)
  - c. Approval of Revision(s) to 2012-2013 School Year General School Handbook: Drug, Alcohol and Tobacco-Free Environment Policy (attached)
  - d. Approval of Revision(s) to 2012-2013 School Year State Specific School Handbook: Advanced Diploma Program (attached)
  - e. Approval of Curriculum Strategy for the 2013-2014 School Year (attached)
- VII. Action Items
  - a. Approval of Connections Academy of Nevada, LLC Invoice for October (attached) – K. Liebendorfer
  - b. Approval of Charter Renewal Application or Approval of School Principal and Board President as Designees to Finalize and Submit Charter Renewal Application on behalf of the Board (to follow) – J. Dukek
- VIII. Information Items
  - a. State Relations Update – B. Dryer
  - b. School Enrollment Opening for 2013-2014 School Year – J. Dukek
- IX. Public Comment (as detailed previously in agenda)
- X. Confirmation of Next Meeting and Adjournment – January 15, 2013 at 6:30 p.m. PT.

Notices of this meeting have been appropriately posted as required by the Nevada Open Meeting Law N.R.S 241.020(2) on or before 9:00 a.m. on the third working day before the meeting at the following locations:

- (1) Lionel Sawyer & Collins, 1100 Bank of America Plaza, 50 West Liberty Street, Reno, NV 89501
- (2) Nevada Connections Academy, 175 Salomon Circle, Suite 201, Sparks, NV 89434
- (3) Downtown Reno Library, 301 S Center Street, Reno, NV 89501
- (4) Save Mart, 195 W Plumb Lane, Reno, NV 89509
- (5) Washoe County Law Library, 75 Court Street, Reno, NV 89501

Further in compliance with NRS 241.020, this Agenda has been posted on the official website for the Nevada Connections Academy, [www.connectionsacademy.com](http://www.connectionsacademy.com)



DRAFT  
**NEVADA CONNECTIONS ACADEMY**  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
**Tuesday, November 27, 2012 at 6:30 p.m. PT**  
In Person at Nevada Connections Academy  
175 Salomon Circle, Suite 201  
Sparks, Nevada  
And by Teleconference

---

**I. Call to Order**

Ms. Castle called the meeting to order at 6:33 p.m. when all participants were present and able to hear each other. The school was open for the public to attend the meeting.

**II. Roll Call**

Board Members Present: Jamie Castle, Kelly McGlynn, Scott Harrington, Mindi Dagerman, Jafeth Sanchez, Katie Keating and Kirsten Liebendorfer (in person);

Guests: Jennifer Dukek, Principal (in person at the school, which was open to the public); Sarah Ault, Evie Uhlfelder and Heather Woodward, Connections Education (in person) Barbara Dryer and Shawn Soltz, Connections Education (via phone).

**III. Public Comment**

There were no public comments at this time.

**IV. Routine Business**

a. Approval of Agenda

Ms. Castle asked the Board to review the Agenda distributed prior to the meeting. The Board requested Consent Item (d) Approval of Revision(s) to 2012-2013 School Year State Specific School Handbook: Advanced Diploma Program, be moved to Action Items. There being no further changes noted, Mr. Harrington made the following motion and it was seconded by Ms. Dagerman as follows:

RESOLVED, that the Agenda for the November 27, 2012 Meeting of the Board of Directors of the Nevada Connections Academy, as amended, is hereby approved.

The motion passed unanimously.

**V. Oral Reports**

a. Principal's Report

Ms. Dukek presented this item to the Board.

i. Pupil Enrollment and Attendance Audit Update

Ms. Dukek updated the Board on current enrollment numbers. She also noted that Count Day successfully resulted in 99.5% of students being funded by the State.

ii. Student Activities Update

Ms. Dukek updated the Board on student activities. She updated the Board on the recent and upcoming school activities, including the 15 events for students throughout the state in November and the upcoming 12 events currently scheduled in December. These events included field trips, special education events and college fairs in the state.

b. Financial Report

Mr. Soltz reviewed the financial information contained in the Board materials, including the balance sheet. He reviewed the changes in the financials since the last month's statements, and the forecasted expenses.

**VI. Consent Items**

Ms. Castle asked the Board members whether there were any items from the Consent Items that they wished to have moved to Action Items, other than those previously noted in the meeting, for discussion, or tabled. There being no further changes, Ms. Mitchell made the following motion and it was seconded by Ms. Sanchez as follows:

RESOLVED, the Consent Items:

- a. Approval of Minutes from the October 16, 2012 Meeting;
- b. Approval of Staffing Report;
- c. Approval of Revision(s) to 2012-2013 School Year General School Handbook: Drug, Alcohol and Tobacco-Free Environment Policy; and
- e. Approval of Curriculum Strategy for the 2013-2014 School Year; are hereby approved.

The motion passed unanimously.

**VII. Action Items**

a. Approval of Connections Academy of Nevada, LLC Invoice for October

Ms. Liebendorfer reviewed in detail the Connections Academy invoice for the month of October as drawn from the financial report in the Board materials. She asked the Board members whether they had any questions on the invoices or if any items required further explanation. The Board discussed the Short Term Substitute Teaching Services line item in detail. There being no further discussion, Ms. Dagerman made the following motion and it was seconded by Ms. Keating as follows:

RESOLVED, that the Connections Academy of Nevada, LLC invoice for the month of October 2012, in the amount of \$570,310.01 as presented, is hereby approved.

The motion passed unanimously.

b. Approval of Charter Renewal Application or Approval of School Principal and Board President as Designees to Finalize and Submit Charter Renewal Application on behalf of the Board

Ms. Dukek provided the Board with an overview of the charter renewal process with the state, including the timeline for submission and process for review. She reviewed changes proposed by Board Counsel and also reviewed the changes to question number nine of the Charter Renewal Application. She also reviewed the academic goals of the school by year, detailing data and goals in support of the application from the 2011-2012 school year. Ms. Dukek noted that the Application was for all essential purposes completed, with the exception of grammatical changes, which she expects to make before the School's Winter Break so she can hand-deliver the Application to the NVDOE. The Board discussed the process in detail and thanked Ms. Dukek and Ms. Castle for their work and for submitting the renewal application on behalf of the Board. There being no further discussion, Mr. Harrington made the following motion and it was seconded by Ms. Dagerman as follows:

RESOLVED, that the Charter Renewal Application and designation of the School Principal and the Board President as the Board Designees to finalize changes and submit Charter Renewal Application on behalf of the Board, as presented, is hereby approved.

The motion passed unanimously.

Approval of Revision(s) to 2012-2013 School Year State Specific School Handbook: Advanced Diploma Program

Ms. Dukek reviewed the proposed amendments to the program based on State Requirements of Standard. The Board thanked Ms. Dukek and Ms. Ault for the explanation of changes to the program. The Board noted changes they would like to see in the document for consistency. There being no further discussion, Ms. Dagerman made the following motion and it was seconded by Mr. Harrington as follows:

RESOLVED, that the approval of Revision(s) to 2012-2013 School Year State Specific School Handbook: Advanced Diploma Program, as amended and discussed during the meeting, is hereby approved.

The motion passed unanimously.

**VIII. Information Items**

a. State Relations Update

Ms. Dryer updated the Board on the recent legislative activities in Nevada, which may impact the school.

b. School Enrollment Opening for 2013-2014 School Year

Ms. Dukek advised the Board that the school, along with other Connections Academy partnering schools, is currently researching the option of opening enrollment on March 1<sup>st</sup> instead of the previously planned April 1<sup>st</sup> start. He reviewed the background involved in this consideration, and advised that there would be additional information provided at the next meeting. Board members in attendance had a brief discussion, and expressed their support of the earlier opening of enrollment for the next school year.

**IX. Public Comment**

There were no public comments.

**X. Confirmation of Next Meeting and Adjournment – January 15, 2103 at 6:30 p.m. PT**

The next meeting is scheduled for January 15, 2013 at 6:30 p.m.PT. Ms. Sanchez made the following motion and it was seconded by Ms. Keating to adjourn the meeting at 7:15 p.m.

## **Introductory Instructions**

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The Application for Renewal shall consist of narrative responses to all requirements in the Application for Renewal as well as any and all documentation and data submitted to support the responses. The charter school should strive to complete each response as thoroughly and comprehensively as possible (including submitting documentation, data or other objectively verifiable information to support each response) so as to minimize further explanation or clarification to the Sponsor. Responses that identify strengths as well as weaknesses, and explanations why such weaknesses are outweighed by the strengths, are strongly encouraged. Responses that lack supporting evidence or require the Sponsor to guess at the meaning of a particular statement or make assumptions concerning supporting evidence are strongly discouraged.

During the process of evaluating whether to approve the Application for Renewal, the Sponsor reserves the right to conduct site visits and interviews of parents, students, members of the governing body, administration, and staff of the charter school. The Sponsor may also consider the school's most recent NRS 386.610(1) progress report and NAC 386.410 compliance report.

The Application for Renewal of a Public School Charter Certification Statement must be signed and attached to the Application for Renewal.

It is recommended that the charter school's Governing Body President and Administrator be in attendance at the meeting of the State Board of Education in which the Application for Renewal is considered.

Please indicate the type of Application for Renewal the charter school is submitting (check one):



NRS 386.530(1). This application for renewal of a charter under NRS 386.530 (1) may be submitted to the sponsor of a charter school not less than 120 days before the expiration of the charter. The charter expiration date can be found in the "Written Agreement" (under "term") between the charter school and its sponsor. Charter schools wishing to renew their charters are solely responsible for submitting an Application for Renewal before the deadline stated above. The Department of Education shall not be responsible for notifying charter schools of this deadline.

Please respond to the questions on pages 4-6 of this application.

Please also submit a copy of the school's current budget.

NRS 386.530(2). An application for renewal of an initial charter under NRS 386.530(2) may be submitted after three (3) years of operation of the charter school.

Please respond to the questions on pages 7-9 of this application. Include in your answer to #3, for NAC 386.310(3), the NRS 386.610(2) and NAC 386.350(6) three year progress report.

Please also submit a copy of the school's current budget.

The application, excluding attachments, should not exceed 20 pages, 12 point font, single or double spaced. Submit 10 copies of the renewal application and supporting documents.

## Application

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Please provide the following for a renewal pursuant to NRS 386.530(1):

**1. Any changes in any of the items listed in the initial application to form the charter school.  
NAC 386.300(1)**

Explain how the initial application (application as approved by the sponsor and written agreement) has served the school during the term of its charter. Explain what have been the strengths and weaknesses.

Provide in detail any changes that have been made to the application/charter. Offer the reasons behind the changes and what the results have been. Provide documentation of Department/State Board approval of all changes and amendments to the original application. Changes and amendments that have not been approved by the Department/State Board will not be recognized and must be reversed.

The Nevada Connections Academy ("NCA") is currently in its sixth year of serving students in Nevada, having launched in 2007 to provide a complete virtual school program to Nevada public school students. Overall, the original charter has served Nevada Connections Academy (NCA) well, and the school has worked hard to fulfill the mission and original charter goals. The school has experienced significant growth during the term of the charter, which speaks to the demand for such an option, and also to the school's overall success in fulfilling the mission and vision described in the charter. The original charter growth projections, based on a careful review of demographics and the demand for the type of educational offering provided by NCA, were very accurate. It projected "at least 1500 students by the sixth year of its charter." As of September 30, 2012, the start of year six, the school had 1600 students enrolled, and has shown overall steady upward growth in enrollment. In addition, enrollment breaks down very evenly across grade bands, with approximately one third of the school population enrolled in grades K-5, one third in grades 6-8, and one third in high school, as anticipated by the original charter.

In addition, NCA's rigorous, continually updated curriculum, aligned to state and national standards, has helped fulfill the charter's goal of offering a top-quality academic program that provides students with a wide range of educational opportunities, including support for struggling students and opportunities for academically advanced students. Our Education Management System, now known as Connexus®, has fulfilled the charter's promise of a high-tech virtual school environment that not only provides a data-driven, highly accountable virtual educational program, but also facilitates and fosters genuine connections among students, teachers, parents, and all members of the school community. NCA remains satisfied with its Educational Management Organization (EMO) Connections Academy of Nevada, LLC, which was the EMO selected for the initial charter. NCA plans to continue contracting with Connections for its turnkey educational services. It is worth noting that every member of the Connections leadership team listed in the original charter application is still employed by Connections Education. This long-term stability, along with Connections' commitment to continual improvement of all its services, are two key reasons why NCA believes that this part of the original charter has served the school well.

We do not feel there were any weaknesses in the initial application, although some revisions to the charter were made during the term of the charter, as noted below. Overall, the original charter has served as an appropriate foundation for a virtual charter school that has been able to provide a wide variety of students across the state with an educational option that works well for them.

The first change to the charter application concerned the grade range offered by NCA. The State Board did not initially approve the school's request to offer grades K-3. However, the school was invited to submit a revised application expanding the charter to those grades based on the demand for them and subsequently received approval to offer them on 08/08/2008, as indicated in the current Charter School Agreement (**Attachment A**).

In addition, on January 30, 2009, an amendment (see **Attachment B**) to change the governing board bylaws for the Nevada Connections Academy's charter was approved. Changes to the Governing Board bylaws were necessary to clarify specific powers and duties of the Board and modify criteria for Board membership. Technical changes to language within the bylaws were made to better align with state regulations.

On August 12, 2010, NCA submitted a request for a technical amendment to change the physical location of the Nevada Connections Academy office from 5690 Riggins Court, Suite B, Reno, NV 89502, to 175 Salomon Circle, Suite 201, Sparks, NV 89434. The request was made to Dr. Keith Rheault, Superintendent of Public Instruction. Dr. Rheault confirmed to Board Counsel that this type of amendment was not something that required approval of the State Board of Education, but instead, would be processed through Nevada Department of Education. All conditions of the technical amendment were met on November 30, 2010. Required documentation was submitted directly to Dr. Rheault via electronic mail through Laura Granier's office.

In January of 2012, Nevada Connections Academy submitted a request to amend its charter to better align the goals outlined in the approved charter application with the annual, board-approved school goals. Steve Canavero, Angela Blair and Katherine Rohrer from the State Public Charter School Authority (SPCSA) met with the school administrator and discussed waiting to render a decision until further guidelines for school goals were established by the newly formed SPCSA. As of this date the amendment is still pending approval.

**2. A profile of the achievement of the pupils enrolled in the charter school during the preceding six years, as reflected in proficiency examinations and other means of assessment and evaluation. NAC 386.300(2)**

Provide evidence that the charter school's students have made academic progress over time while enrolled in the school. As much student academic data as is available should be used to support progress.

Adequate Yearly Progress (AYP) of the charter school must also be addressed, and a current copy of the School Improvement Plan must be provided.

NCA has performed well against other virtual public schools in the state. In fact, overall, NCA students performed very well against state averages over the past term of the charter, often meeting or exceeding overall state averages and grade level performance in reading, writing, and science. It is important to note that students who select NCA do so because whatever their previous form of schooling has not been meeting their needs. A particular weakness of almost all incoming students concerns their mastery of math and in fact the weakest subject across all years has been math, where NCA students tend to lag several points behind the state average. Please see the attached Summary of State Test Results (**Attachment C**), with data taken from the Nevada Report Card website: [www.nevadareportcard.com](http://www.nevadareportcard.com).

*Evidence does support this (However more appropriate is to show) would like to see evidence of this*

NCA has closely monitored its performance against the state's AYP criteria and has faced challenges similar to other Nevada public schools as the standards became more rigorous. NCA is impacted even more than many schools since its growth results in many more students who are new to the school but still are counted in NCA's evaluated population, even though most of their schooling was in another environment.

*Not true we should clarify.*

*New students*  
Account

#### AYP Results

**2007-08:** Nevada Connections Academy met standards for Adequate Yearly Progress (AYP) in 2007-2008 at all grade levels and made AYP.

**2008-2009:** Nevada Connections Academy met AYP standards at elementary grades in all areas except for low math performance in one subgroup. Secondary grades met all AYP standards except for a low participation rate in one subgroup in English/Language Arts and low participation and performance rates in one subgroup in Math.

**2009-2010:** Nevada Connections Academy met standards for Adequate Yearly Progress (AYP) in 2009-2010 at all grade levels and made AYP.

**2010-2011:** In 2010-2011, NCA made AYP at the secondary grade levels, but did not meet AYP standards at elementary grades for low performance in ELA in four subgroups and Math in five subgroups.

**2011-12:** In 2011-2012, NCA did not meet AYP standards at elementary grades for low performance in math for all subgroups and low performance in ELA for two subgroups. Additionally, the elementary levels did not meet the other indicator for AYP, as the result of a data entry/calculation error. Failure to meet AYP for two consecutive years at the elementary level resulted in the designation of In Need of Improvement (INOI). The secondary levels met all AYP standards except for low math performance in one subgroup.

No marked trend in subgroups was noted for those years/grades where AYP was not met; however, the last two years indicate a need to focus on performance for the Free and Reduced

Lunch (FRL) and IEP subgroups. Low performance in mathematics was the common factor in all years when AYP was not met.

*2012-2013*  
NCA continues to aggressively work on mathematics improvement plans across targeted grade levels each year as part of the school improvement planning. Our 2012-2013 School Improvement Plan (**Attachment D**) was developed to improve student academic achievement at all grade levels with a specific focus on math performance school wide and English/Language Arts performance at the K-8 grade levels. NCA is fully committed to high academic performance, not only versus other virtual schools, but as compared to traditional schools serving comparably challenged populations. Much work needs to be done, but the school is fully committed to this goal.

*we need to say this is not appropriate.*

**3. A report on the progress of the charter school toward meeting its mission, goals, and objectives. NAC 386.300(3)**

To ensure that the school reports on the mission, goals, and objectives that were approved by the sponsor, the school must request from the Department a copy of the mission, etc., that is included in the school's charter. Provide quantitative evidence that the school has made satisfactory progress toward achievement of the mission, etc. Any claims about student performance should be supported by evidence from state-mandated assessments. If staff evaluations of student performance are included, they need to be supported by objective assessment data and documented criteria. If the charter school has not fully reached the standard called for by a particular academic performance objective or goal, an explanation must be included about why the school considers the progress that it has made to be reasonable.

Provide a statement about the history of the school's enrollment during the term of its charter. Provide Count Day numbers and March 1st enrollment for each of the most recent three school years. Address fluctuations in enrollment.

NCA is committed to using quantitative data in all aspects of school operations. For example, student achievement is monitored by teachers and administrators on a frequent and on-going basis, and forms the foundation for all improvement planning, whether by individual teachers or as an overall school planning process. Powerful tools built into Connexus, the NCA Education Management System, provide all staff, students, and parents access to up-to-the minute data on student performance, as appropriate for their roles. For example, the Grade Book provides detailed information on student progress in each course, course grades, overall average, teacher feedback, and other academic information. The student's Personalized Learning Plan (PLP) includes all student test data, including state test scores, pre- and post-testing scores, and other data points, all of which are used to help tailor each student's individual learning program to best meet his or her needs. The powerful Assessment Objective Performance Report reflects student performance in specific objectives and skill areas, and shows how many assessment items the student has completed and which items the student has answered correctly. Connexus also captures information on support and intervention programs provided to students, and teachers and administrative staff review this information in weekly student support team meetings to ensure the individual needs of every student is being met. Teachers

work together in PLCs to understand all of this data and its implications then plan both small group and individual activities based on student need. Finally, regular, one-on-one and small group synchronous and asynchronous contact between teachers and students, and parents and teachers, ensure that teachers are able to know their students as individuals. Using these and other tools and strategies, NCA's teachers work every day to fulfill the school's mission - *to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program.*

During the 2011-2012 school year, school staff conducted a thorough self-study as part of the process to obtain full accreditation status with the Northwest Accreditation Commission/AdvancED. The following is noted from the "Findings" of the site visitation team:

*The on-site visiting team verified the Consensus Self-Study. The team was impressed with the school's and administrators' commitment to continually improve its programs and services and seek recognition of its successful programs. Schools that conduct thorough self-studies usually have accurately identified their strengths and areas needing improvement. The steering committee and administrators discovered that the team findings correlated with what the school already identified.*

*The Visiting Team concurs with the findings of the self-study. The team's on-site evaluation confirmed that:*

- *The self-study was appropriately conducted and well translated.*
- *The findings are accurate and valid.*
- *The planned improvement efforts are based on solid evidence.*
- *The improvement endeavors are worthy of devoting human and financial resources.*
- *The planned improvement efforts, if consistently implemented, are likely to produce improved student academic performance and enhance school quality.*

Please see the attached Summary Report on Progress in Meeting Mission and Goals (**Attachment E**).

Nevada Connections Academy opened in fall of 2007 with 420 students funded on count day. In fall of 2008, the school became a full K-12 school, and served approximately 725 students. The school experienced substantial growth every year through the 2011-12 school year, when the school's enrollment exceeded 1700 students. With the continued expansion of virtual school options in the state and the continuing economic challenges making it difficult for some families to remain at home with younger children, enrollment in the Fall of 2012 indicated a slight drop from the previous year. Currently the school's enrollment is just under 1600 students.

School Year	Count Day Enrollment	March 1 <sup>st</sup> Enrollment
2007-2008	420	341
2008-2009	873	727
2009-2010	1322	1113

2010-2011	1563	1262
2011-2012	1715	1354

YES?

**4. A report on the effectiveness of the collaboration between licensed and nonlicensed staff members in the instructional program of the charter school. NAC 386.300(4)**

Provide evidence that the school’s administration, professional staff, and nonlicensed staff have performed capably and have made significant progress relative to the school’s goals and objectives. This section should include discussion of teacher and staff evaluation, staff turnover, leadership changes, etc.

Provide evidence that teachers and paraprofessionals (in Title I schools) are highly qualified as required by State Law.

Evidence should be provided that the Governing Body has been responsible and effective in providing appropriate collaboration oversight, and that it has handled organizational challenges competently. Describe how the Governing Body has functioned over the term of the charter, include evidence of stability and discussion of turnover.

The NCA Board of Directors (the “Board”) sets policy and hires contractors, including those providing the management, curriculum, technology, special education, and instructional services for the school. Additionally, the Board delegates responsibility for creating procedures and operating the school on a day-to-day basis to the school principal, assistant principal(s), and staff.

The principal supervises the school staff, which consists of assistant principal(s), teachers, guidance counselors, special education staff, and administrative personnel. The principal also reports to the Board at every meeting on a variety of elements of the school’s operations. The principal is hired by the Board of Directors of the school and is formally evaluated by the Board twice a year based on the metrics of the school and its performance against school goals, as well as input from the school’s EMO. The Board also reviews and approves the school’s hiring and evaluation policies, which are located in the employee and board policy handbooks. The Board's role in the evaluation of the school leader also helps to ensure that the Board can appropriately delegate implementation of board policies to the school staff and receive feedback that those policies are being properly implemented. While there were some leadership changes since the school opened as the board searched for the most suitable leader to promote their mission and vision, there has been a stable leadership team in place since the 2010-2011 school year.

The Board has been successful in maintaining a prominent role in the direction of the school via policy and oversight, while supporting and allowing the school leadership team members to do their jobs. The Board is regularly updated on the school's goals, the results of parent and staff surveys, and the school's academic achievements. In this way, decision-making can be consistently informed by the school and students' performance and the Board is able to participate in the review and refinement of the school's vision, purpose, and goals.

The school principal makes hiring recommendations to the Board, who ultimately approves all newly hired staff. The school utilizes the services of its EMO to process its HR functions, including payroll.

NCA leadership works with school staff and stakeholders to develop specific annual goals. These goals are then presented to the NCA Board for final approval prior to implementation. School-specific goals align with the Governing Board goals outlined in the charter application. Progress toward these goals, measured by detailed data from state test scores, satisfaction surveys, and other data within Connexus, directly impacts bonus compensation for the school administration and staff. The school leader, the board treasurer, and other key members of the leadership team develop and manage the school's budget, with support from the EMO. The Board approves the budget and reviews and approves all budgetary expenditures at each board meeting.

#### **Staff Development and Advancement:**

Currently, 100% of NCA's teachers are designated as "Highly Qualified" according to state and federal criteria (see **Attachment F**). Forty-nine percent of the staff hold advanced degrees. The average experience for NCA teachers is 9.5 years. NCA does not currently employ any paraprofessionals. Since opening in 2007, the NCA school staff has grown from nine employees to 60 employees for the 2012-2013 school year. During the 2011-2012 school year the staff turnover rate was 12.5%, which represents eight staff members. Of the eight who left in the 2011-12 school year, five moved out-of-state for family reasons and three accepted positions at a brick and mortar school.

All NCA employees are evaluated using a set of professional and performance competencies. Professional competencies include general communication, execution of duties, functional expertise, planning and organization, and teamwork and flexibility. In the 2011-2012 school year 100% of the NCA teachers were rated effective or highly effective.

NCA provides a range of opportunities for teachers to take on increasing responsibility and leadership roles. The Performance Evaluation System, School Improvement Plan, Career Ladder, a Leadership Academy and a range of professional development opportunities ensure that the school's staff members are given opportunities for professional growth.

As the cumulative results for NCA indicate, the school shows strong overall staff satisfaction. Some of the areas of strength in the NCA staff survey are:

- I have the opportunity to use my talents for the betterment of the workplace.
- I have confidence and trust in my immediate supervisor.
- My co-workers are committed to high quality work.
- I feel empowered to manage myself without close supervision.
- In the last six (6) months my immediate supervisor discussed my performance and development.

- I am satisfied with the Connections Academy employee training programs.
- My School Leader clearly communicates school-wide goals and objectives.
- My School Leader presents a positive image of the school throughout the state.

NCA continues to use the Staff Satisfaction Survey, along with the Parent and Student Satisfaction Surveys, to improve the overall school experience for not only staff, but for students and their parents as well. The complete results of the Staff Satisfaction Survey, administered by a third party, are provided in **Attachment G**, and Parent and Student Satisfaction Surveys are available upon request.

The NCA Board members have attended several trainings and conferences to fully understand their roles as Board members and maintain their knowledge of Charter School governance good practices and trends. These trainings include a Connections-hosted all-Board member training in Nevada, as well as the annual Board Academy offered by Connections Education. Conferences that Board members have been able to attend include the VSS-INACOL conference, the National Charter School Conference, and other training opportunities and conferences held by the NVDOE. Additionally, the NCA Governing Board conducted a self-evaluation during the 2011-2012 school year.

*Request a copy to post to website*

When recruiting Board members, the Board has worked with Counsel and the school leader to identify candidates who would enhance the overall governance goals and further the mission of Nevada Connections Academy. The Governing Board has consistently maintained all required regulatory parameters of the Governing Body's membership.

**Current Governing Board:**

Board Member	Officer	County	Date of Service	Representative
Jamie Castle	President	Carson City	4/4/ 2007 – founding member	Teacher
Mindi Dagerman	Vice President	Washoe	6/30/2008	Community
Scott Harrington		Washoe	9/21/2010	Community
Katie D. Keating		Washoe	4/4/2007 – founding member	Teacher
Kirsten Liebendorfer	Treasurer	Carson City	4/4/2007 – founding member	Community
Kelly McGlynn		Washoe	9/18/2012	Parent
Jafeth E. Sanchez	Secretary	Washoe	7/14/2011	Teacher

**5. If applicable, a report on the number of pupils who have graduated from grade 12 at the charter school and the plans of those pupils for careers or continuing education. NAC 386.300(5)**

Provide graduation reports, as well as dropout rates, at the charter school for the term of the school's charter. Include a report detailing what graduates of the charter school have gone on to do after graduation. Explain how this data was collected.

The following data was collected from the Nevada Report Card website:  
(www.nevadareportcard.com)

*Graduation Rates?*

**NCA Graduates:**

	Number Graduating	% Accepted at 4-Year Colleges	% Accepted at 2-Year Colleges
2008-09	12	33.3%	16.7%
2009-10	24	4.2%	0.0%
2010-11	68	11.8%	5.9%
2011-12	74	16.2%	47.3%

**NCA Dropouts (2008-09 – 2010-11):** As reported by Nevada Department of Education

*State #'s?*

	Grade 9-12 Dropout Rate
2008-09	17.0%
2009-10	15.8%
2010-11	15.9%

During the term of the charter, NCA has had students accepted to the following four-year colleges:

Antioch University McGregor	Santa Clara University
Arkansas State University	Southern Oregon University
Berea College	St. Mary's College of California
Brigham Young University-Idaho	University of Hawaii at Manoa
California Institute of the Arts	University of Mobile
Central Bible College	University of Nevada: Las Vegas
Chapman University	University of Nevada: Reno
George Fox University	University of North Texas
Gonzaga University	University of Portland
ITT Technical Institute: Henderson	University of San Diego
Lake Forest College	University of the Pacific
Nevada State College	Whitworth University
Northern Arizona University	William Jewell College
Saint Peter's College	

Nevada Connections Academy students have gone on to pursue other post-secondary opportunities such as enrollment in Career and Technical Education programs, enlisting in the military, performing with professional ballet companies, and training as professional athletes.

**6. A report on the effectiveness of the educational program of the charter school, including, without limitation, the effectiveness of any programs designed to assist pupils who meet the criteria of being "at risk" as set forth in NRS 386.500. NAC 386.300(6)**

Provide a written description of the curriculum/programs being used in all subject areas and the rationale for the selection. Include in your narrative how the selected programs are meeting the needs of your students. Provide reliable documentation to support your answer. Describe the services offered to special education and limited English proficient students. Include the percentages of SE

and LEP students in the school's population. Describe what programs are offered to meet the needs of both groups of students. Provide credible evidence of the success of these programs.

The NCA curriculum incorporates a variety of delivery methods, including eBooks, iText, textbooks, online lessons, animated tutorials, videos, manipulative, art and science kits, and so forth, to ensure that the curriculum addresses different learning styles and allows every student to have access to the information he or she needs to learn the material.

The Education Management System (known as "Connexus") platform provides equal access to the curriculum for all students. NCA provides one desktop computer and Internet subsidy per household. Families may also use their own personal equipment if it meets the school's minimum specifications as shown on its web site.

The school provides a complete course of study upon enrollment. While there is a significant amount of online instruction and many interactive online texts, the students may also receive textbooks and workbooks in the traditional paper format. Younger students spend less time on the computer and more time working with traditional texts; as they move up through the grades students do an increasing amount of work online with the use of online textbooks. Traditional paper textbooks are still available for some courses.

The school establishes measurable learner outcomes for each of its courses, and student progress is measured in numerous ways. Connexus is used to monitor daily progress and measure student growth through ongoing assessments. Students are required to submit portfolios at established periods where work samples are submitted and graded by the school's teachers. Students participate in the required state testing program where benchmarks are established and testing results are recorded and analyzed. In addition, the school uses an assessment instruction in pre- and post-testing (the "LEAP") to measure academic growth. The LEAP assessment is used for reading and math and provides highly detailed diagnostic information that supports the school's personalized instruction.

### **Curriculum development and revision process**

NCA is a member of the Connections Academy family of schools, and as such benefits greatly from Connections Academy's substantial resources for curriculum development and instructional support. The company's team of talented, experienced curriculum specialists, content and copy editors, and multimedia designers work to ensure Connections Academy students are presented content, instructional resources, and activities that prepare them to be active, knowledgeable participants in a global networked society. They apply their deep expertise in instructional design, online instruction, and academic disciplines to the development and enhancement of quality online courses and tools. Connections Academy's major goals and key curriculum initiatives for 2010-11 and 2011-12 included:

- Continually increase Curriculum Quality, Satisfaction, and Student Academic Performance
- Increase Curriculum Customization and Personalization
- Differentiate Curriculum via New Proprietary Content, Tools, and Resources

- Enable Implementation Efficiencies and Leverage New Technologies

These goals resulted in an enormous array of activities, content, interaction, and assessments designed to help students achieve mastery of the material and demonstrate their academic growth.

Connections curriculum development also emphasizes innovation, effective implementation, evaluation of student learning, and continuous improvement, and the company strives to regularly provide new curriculum options that leverage the interactivity and engagement potential of online resources. Highlights of some of the curricular upgrades for 2011-12 are below:

- **Revised and enhanced 3-8 standard Math courses** include increased practice, integration of interactive math tools, and increased instructional and intervention resources to better support students' mastery of essential math skills.
- **New Essential Math courses** for students in grades 3 through 8 who need extended instruction, review, and reinforcement to master prerequisite and grade-level math skills. These courses focus on the fundamental skills and standards the student needs in order to master the concepts from the previous and current grade level, and to ultimately succeed in math. These courses contain multiple opportunities for reteaching, practice, and reinforcement of essential skills and concepts through direct instruction, Teachlet® tutorials, interactive resources, and review activities.
- **New Alternative Novel units** provide alternate reading selections geared to the differing reading abilities and interests of our students in Language Arts courses in grades 3-12.
- **Integration of the 6 Trait PowerWrite program** to support students in grades 3-12 in the writing process and in their development as writers. This research-based writing program guides students through the complete writing process for all types of writing, helping students break down composing into manageable tasks.
- **New grade 6-8 GT Science courses** extend the current grade 3-5 offerings, and are designed to sharpen students' investigative skills and expand existing knowledge to make new discoveries.
- **Revised GT Math 7 (Algebra 1) and GT Math 8 (Geometry)**. These courses include the integration of interactive instructional tools and resources, proprietary Teachlet tutorials, online practice and assessments, integration of the WorkPad tool, and writing-in-math activities.
- **New Digital Arts and Introduction to Entrepreneurship grades 6-8 electives** offer students innovative coursework in digital arts and business innovation.
- **New Gifted and Talented Literature Study elective for grade 2** students extends the current 3-8 GT language arts offerings. This elective exposes grade 2 students to engaging literature and rich vocabulary, language, and discussion.

- ***New Spanish and Chinese courses*** expand the current 1-8 foreign language offerings and provide increased student interaction, interactive speaking abilities, and increased vocabulary, grammar, and comprehension instruction.
- ***Increased high school electives*** with 12 new courses including Entrepreneurship, web, engineering, and game design courses, Marine Science and Earth Space Science, and several new foreign language courses.

In addition, as a provider of virtual school services and programs, Connections is dedicated to using technology as a means to *enhance* learning, and not as an end in and of itself. Curriculum, instruction, teacher-student interaction, student-student interaction, and teacher-teacher interaction are all enhanced in the Nevada Connections Academy virtual learning community through the use of technology. The 2011-2012 curriculum offerings demonstrate evidence of Connections' commitment to technology based-curricular enhancements. Specific examples of technology enhancements in 2011-12 include:

*Lab Investigator: Chemical Reactions* engages students in viewing and analyzing chemical reactions as they build and balance chemical equations in a high-tech, interactive learning environment.

*WorkPad* uses the screen as a worksheet for students as they solve basic addition, subtraction, multiplication, and division problems, as well higher level computation, directly on the computer. Enhanced templates provide increased application across secondary math courses.

*Activity Tracker* provides a fun, interactive tool for students to track and time their physical fitness activities. This personal information may be stored, used to generate progress charts, or exported for submission to teachers.

Virtual math and science tools, including a *Virtual Geoboard*, a *Virtual 2D-3D Shapes* tool, and a *Virtual Spring Scale* provide students easy to use interactive resources to support their learning of mathematical and science concepts.

*Flash Cards* provide students an easy, interactive resource for practicing subject specific terminology. Students create flash cards to practice word knowledge at the lesson, unit, or course level.

*Online Practice* supports students in the learning and mastery of essential skills and standards. This deliberate practice helps students monitor their learning and provides immediate feedback so students can actively evaluate their strategies and current levels of understanding.

*Connector* presents students an online interactive yearbook. Featuring student photos and information, photos of school events and faculty/staff photos, and the ability to virtually sign one another's yearbook, students connect with fellow students and share school year experiences

Curriculum and Connexus enhancements now provide individual schools with an increased ability for differentiation between course offerings. This allows each school to tailor the

Connections curriculum to their specific student population, state requirements, and funding considerations.

Connections always strives to balance enhancements and additional options with the recognition that students have a wide range of learning styles, and with the understanding that even in a virtual school environment certain educational activities may be more effective when conducted offline.

Decisions about improvements and updates to curriculum incorporate feedback from a variety of critical stakeholders: teachers and administrators, students and parents, school boards, and outside evaluators such as accrediting organizations and sponsors. This feedback is collected in a variety of ways, including daily through the Connections StarTrack system and Connexus feedback tools; annually through Parent, Student, and Staff Satisfaction surveys; and throughout the year from regular meetings and informal conversations with teachers and school administrators, comments and input from board members, and the results of third-party evaluations.

Connections Academy understands that clear processes and guidelines that ensure internal consistency, instructional effectiveness, and the appropriate use of intellectual property are essential to the development of quality online courses. Therefore, central to the Connections Academy curriculum development process is the implementation of a systematic instructional design process incorporating the elements of analysis, design, development, implementation, and analysis (ADDIE). The lifecycle of a single course sits within a research-based development framework designed to support not only quality course development but a feedback loop that ensures continuous improvement. Connections Education implements a six-year Course Development and Revision Model that results in complete course replacements every six years. During the six-year course adoption period, daily, yearly, and mid-way revisions are included in the revision cycle. In an effort to assess course effectiveness frequently and in multiple ways, and to use these findings as basis for improvement, Connections continues to implement a multi-level evaluation system that incorporates regular reviews of student performance results, user feedback, assessment performance analysis, and national, state, and district content standards and course requirements.

The 2012-2013 school year is the first time that Nevada Connections Academy will receive Title 1, Part A funding. The Title 1 application and plan presently is awaiting final approval by the state. The focus for the use of the funding will be Reading/Language Arts and Mathematics. Nevada Connections Academy employs a multi-tiered intervention model (RTI) so that all students have access to the curriculum and instructional resources they need to be successful. The school's Student Support Team (SST) meets on as needed basis and PLC/collaborative teams (every teacher is on a team) meet monthly to discuss students who are struggling academically to develop an intervention plan, review student progress, and determine strategies for improvement, which may include use of Tier 2 – Supplemental Programs and Supports or Tier 3 – Supplemental Alternative Programs depending on the student's needs. To ensure that all students are identified, every enrolled Nevada Connections Academy student is

assigned a Student Status (On-Track, Approaching Alarm, or Alarm) that is continuously updated based on attendance, assignment completion, contacts, and performance. This student status is displayed on the parent and teacher home pages for instant identification of potential problem areas. A status other than "On Track" indicates non-compliance of increasing degrees (i.e., multiple unexcused absences or missed assignments) and/or failure to improve despite intervention by school staff according to the Connections Academy/Nevada Connections Academy Escalation Process. In the Escalation Process, the teacher and other relevant school staff meet to discuss the reported concerns and suggest strategies to bring the student back to "On Track" status. Some strategies are calls to the parent to discuss the issue, adjustments to the schedule, intensive work on specific skills, or – in more serious cases of noncompliance – a conference with the Nevada Connections Academy school administration. In the most serious of cases, a site visit with the parent and student may be advisable. Based on recent state testing results, in 2012-2013 the school's priority needs are with Math and Reading. The Title 1 funding will be used to:

- Provide professional development to the teachers who work with struggling students, defining and then implementing directed interventions;
- Based on research, purchase and implement a writing/Language Arts program that is aimed at struggling students in English Language Arts;
- Funding to provide supplemental reading books for identified at risk reading students; and
- Funding to allow teachers in grades 3-11 to provide Tier II/III supplemental interventions to identified Title 1 students in reading and/or math (more than 300 students have been identified).

#### Identification of Students:

As a Targeted Assistance Title 1 Program in 2012-2013, Nevada Connections Academy will use specific, state-approved criteria to identify the "at risk" students (and teachers who work with those students) for whom the Title 1 funding will be directed.

The first criterion is if the student failed to score at the proficient level on either / or the Math or Reading/Language Arts state test for their grade level.

If criterion 1 does not apply, then students for whom at least 2 of the following criteria are met will be identified as a Title 1 student:

- Was retained the previous school year
- Was suspended or expelled all or part of the previous school year
- Identified as a dropout the previous year
- Is more than 25% behind in his/her lessons
- Has a GPA below a C (70%) in all classes or in just English Language Arts and/or Math
- Student is an identified ELL student

- Has been identified to participate in the intervention program called PACE (an intervention program for students who are below grade level in either Reading/Language Arts and/or Math).

### ***Students with Disabilities***

*New Students with IEPs:* When a student with an IEP enrolls in NCA, an IEP/placement meeting is convened to determine what special education services are needed in the new educational environment. NCA special education staff and regular education teachers participate in the meeting via phone conference or in person. NCA is responsible for ensuring that the accommodations and/or modifications listed on the IEP are put into place. This includes accommodations for state testing.

*Special Education Referral:* A referral for special education is made after Student Support Team (SST) interventions have proven ineffective for the student or when there is a parent request. The evaluation process looks at cognitive ability, academic and behavior functional levels, and applicable medical history depending on eligibility category. A multidisciplinary team meeting is convened including professionals who can interpret the evaluations, a special education teacher, the student's regular education teacher or teachers, parents, the student if appropriate and any other participant the family chooses to invite. The team reviews all evaluations and documentation of attempted interventions to determine if the student meets state eligibility requirements. If eligibility requirements are met, an IEP team meeting will be convened to develop an appropriate IEP.

*Currently enrolled students with an IEP:* IEPs are reviewed yearly by a team consisting of a representative of the school, the student's special education teacher/case manager and regular education teacher(s), parent(s), the student if appropriate and anyone the family chooses to invite. The IEP is reviewed to ensure the student's current needs are accurately reflected in the document. The IEP is updated as needed to ensure the student is receiving the appropriate accommodations and/or modifications to progress through the curriculum, including increasing attention to the transition to adult living as the student gets older.

*Students with 504 plans:* When a student with a 504 plan enrolls, a 504 team meeting is scheduled and the plan is reviewed. If accommodations and/or modifications are not needed in this setting, the 504 plan is discontinued. If additional and/or different accommodations are needed in the NCA environment, the 504 plan is updated with the new information and made available to the student's teachers via Connexus.

*Currently enrolled students with a 504 plan:* 504 plans are reviewed on at least a yearly basis to ensure the student's current needs are accurately reflected on the document. The plan is updated as needed to ensure the student is receiving the appropriate accommodations and/or modifications.

*504 Referral :* A referral for 504 eligibility determination is made when a teacher, parent, student or staff member thinks a student might have a mental or physical condition that significantly limits one or more major life activity. A 504 eligibility meeting is scheduled and includes the 504 case manger, the student's teacher or teachers, parents, Learning Coach,

the student if appropriate and additional participants such as family members, specialists, etc. The team reviews all documentation of the impairment and how it impacts the student. If the student meets the eligibility requirements, a 504 plan is developed.

***Gifted & Talented Education***

Students in grades 3-8 who are academically talented are offered advanced classes in math, science, and language arts to meet their needs. Students who are advanced in math can learn two (or more) years of math in one year. Math levels vary from on-grade-level standard to up to two years above grade level. Reading classes are modified to ask higher-level thinking questions and move at a quicker pace. Talented students also participate in a literature study course using the Junior Great Books Program, and students in grade 2 can participate in the Gifted and Talented Literature Study elective. These students participate in synchronous LiveLesson® discussions using the shared inquiry method to hone their critical thinking and analytical skills. In addition, the high school program includes Honors level courses as well as 17 Advanced Placement (AP) courses.

***English Language Learners***

During enrollment with Nevada Connections Academy, families complete a Home Language Survey (HLS). When there is an affirmative answer on any of the HLS questions, the students is placed on the Potential LEP Screening List. Students on the list are then screened using a language proficiency test called Las Links. If it is determined that the student could benefit from English language support, interventions are put into place, and yearly follow-up testing is scheduled. The follow-up testing is the Nevada English Language Proficiency Assessment (ELPA). Nevada Connections Academy is working closely with the Nevada Department of Education to comply with Federal LEP requirements.

Nevada Connections Academy has several ways to assist students in attaining fluency in the English language. Teachers utilize the online LiveLesson® session classroom to teach grammar, vocabulary, phonics, reading, and basic communication skills. In addition to the teacher-guided lessons, intervention programs such as Headsprout, Raz-Kids, and Skills Tutor provide an additional layer of support for LEPs. These intervention programs require students to complete additional weekly Language Arts lessons to remediate and reinforce successful language acquisition. These interventions provide LEP students with additional support to help continually develop English Language proficiency.

<b>Demographics</b>	<b>Number of Students</b>	<b>% of School Population</b>
FRL	615	40%
IEP	118	8%
504	48	3%
Gifted/Talented	118	8%
LEP	3	< 1%

The following table represents performance and participation averages of currently enrolled at-risk students compared to all other currently enrolled students. The Performance metric is an overall average of all scored student work in his/her grade book. The Participation metric

measures the number of lessons marked complete for students relative to how far along they are in the school year. If a student is "on track" to complete all lessons by the end of the school year, the Participation metric will be around 1.0; if he/she is working through lessons slowly and may not complete all lessons by the end of the school year, the Participation metric will be less than 1.0. The number of lessons assigned may be adjusted for students who enroll after the start of the school year.

	FRL	IEP	504	ELL	G/T	Not At-risk
Performance	75%	75%	76%	74%	88%	80%
Participation	1.41	1.42	1.39	1.76	1.42	1.39

*how does this relate to attainment of students?*

For more information on NCA curriculum, visit the NCA website ([www.connectionsacademy.com/nevada-school](http://www.connectionsacademy.com/nevada-school)).

*all non track*

**7. A summary that outlines the plans of the charter school for the next three years. NAC 386.300(7)**

Provide a plan that describes the school's measurable objectives for the next three to six years. If these objectives differ from those in the application/charter, include a request for amendment (See NRS 386.527(6)) of the charter with your response to this item.

Explain how the Governing Body plans to evaluate the school's programs in the next term of its charter.

If the school contracts with an Educational Management Organization (EMO) (NAC 386.033) to provide services of any kind, explain how the governing body plans to evaluate the EMO in the next term of its charter.

What facility or facilities does the school plan to use during the term of the next charter?

NCA establishes a set of measurable goals and objectives to create the School Improvement Plan. These goals are approved by the Board at the start of the year and are then monitored throughout the year by the school leadership team, school staff, and Connections Academy staff. The school leader updates the Board on progress towards goals as appropriate throughout the year. Goals are reviewed by the school leadership and Connections Education staff at the end of the school year to analyze outcomes. The final outcomes are reported to the board. NCA has utilized the Nevada State Performance Framework to guide the creation of school goals. Over the course of the next three years, NCA will work on becoming a five star school with the designation of "Reward" in all areas of the framework while continuing to serve as an educational option for students throughout the state. The 2012-2013 School Improvement Plan can be found in **Attachment D**.

The Governing Board has successfully provided oversight by reviewing and approving the school's policies and procedures. In addition, each year a board member is included in an in-depth study of the curriculum to be offered by the school. All board members are invited to provide feedback on the new programs and content that will be provided to students. The Board receives regular reports at board meetings from the school leadership on all aspects of

the school's operations, including budgets, funding, staffing, enrollment, and growth. In addition, the Board is apprised of school-wide state test and other assessment results, and the results of the annual parent satisfaction survey, as they become available. The Board is therefore able to engage in ongoing evaluation of the school's effectiveness.

A comprehensive, formal, annual evaluation of the EMO, Connections Academy of Nevada, LLC will again be conducted at the end of the 2012-13 school year through the engagement of an independent third party, Greater Capacity Consortium, and via the use of a written evaluation tool. During the initial term of the charter, the Board worked diligently with Board Counsel, Greater Capacity Consortium, and Connections to compile a robust evaluation tool that the Governing Board has been using for the past two years. The evaluation process and tool will continue to remain in compliance with all applicable regulations and guidance received by NVDOE on this topic, including but not limited to NAC 386.033, as well as other charter school governance best practices. copy

Nevada Connections Academy is currently located in a 7,507 sq. ft. office in Sparks where the school relocated to in July 2010. The school's office staff and many of the teachers report to this central office. There are no plans to relocate the school again at this time.

**8. A report on the charter school's standards of accounting and financial management, including, without limitation, whether those standards comply with generally accepted accounting principles. NAC 386.300(8)**

Provide documentation that the school is financially solvent and stable. Provide evidence that the school has competently and effectively managed its finances. Address any negative findings from independent audits and/or the sponsor's annual monitoring and how the school responded to both. Any lessons learned or changes made to fiscal management should be explained.

The school has adopted accounting standards consistent with Governmental Accounting Standards Board issued Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments (GASB 34). The school performs its financial reporting in compliance with generally accepted accounting principles (GAAP), using a modified accrual basis of accounting under which revenues are recognized when they become measurable and available as net current assets. Expenditures are recognized when the related fund liability is incurred.

In accordance with Nevada Administrative Code (NAC) 387.775, the governing board engages a certified and independent accounting firm to perform an annual financial audit of the school's financial records. This audit is conducted to provide assurance that the school's financial statements are free of material misstatement and that they are presented in conformity with GAAP. Attached is a copy of the most recently completed financial audit for the fiscal year ending June 30, 2012 (**Attachment H**). As stated in the report, the school's end of the year net asset balance year was \$613,897. No negative findings were identified by the independent auditors during their current year audit procedures.

During the 2011-2012 Annual Performance Audit conducted by the State Public Charter School Authority, there was one finding relating to school finance. Attached is a summary of the finding and corrective actions as presented in the report (**Attachment I**).

The school has strong budgeting and financial management practices. Before the start of each fiscal year, a budget for the school is developed and reviewed by the governing board and other relevant parties. Every month, the revenues and expenses of the school are re-forecasted and are compared with the approved budget during the regularly scheduled board meetings. By doing this, the school is able to anticipate results and take appropriate measures to minimize the impact of any negative developments. A copy of the current school budget is attached (**Attachment J**).

**9. Any other information the charter school wishes to submit in support of its application for renewal. NAC 386.300(9)**

**National Honor Society**

NCA has established chapters of the National Honor Society (NHS) and the National Junior Honor Society (NJHS). To apply for NHS or NJHS, students must demonstrate excellence in scholarship, service, leadership, and character. The first induction ceremony for the NCA chapter took place in March of 2011-2012 and inducted 17 students into its membership.

**Field Trips/Events**

Through staff planning and volunteer Community Coordinators, NCA provides and organizes a multitude of field trip opportunities and events throughout the state. There are on average at least twenty sanctioned NCA field trips or events each month during the school year. Field trips and events have included a concert by the NCA Nevada Strings Club, Lunch Bunch gatherings in a local park, hikes at Oxbow Park in Reno and Red Rock Canyon in Las Vegas, volunteering at the Food Bank of Northern Nevada, and theater performances of Annie and the Nutcracker ballet. NCA held over 150 field trips and events at locations around the state in 2010-2011 and 2011-2012.

**Student Achievements**

NCA is proud of the successes our students have achieved. Ninety-four students received the Presidential Award for Educational Achievement in 2010-2011 and 85 students received an award in 2011-2012. NCA students have been nominated for their community involvement by programs such as the Prudential Spirit of Community Award, which honors student volunteerism, and our students have also helped in local initiatives such as conducting a food drive for the Food Bank of Northern Nevada where over 86 pounds of food were collected and distributed in our community. NCA encourages achievement in both mind and heart, and we look forward to seeing what else our students accomplish with our support.

# Attachments

- A Charter School Agreement
- B Approval Notice for 2009 Amendment
- C State Test Results
- D School Improvement Plan
- E Progress on Mission and Goals
- F Staff Qualifications
- G Staff Satisfaction Survey Results
- H Financial Audit Report 2012
- I APA School Finance Finding
- J 2012-2013 School Budget

# Attachment A

## CHARTER SCHOOL AGREEMENT

### Nevada State Board of Education And Nevada Connections Academy Charter School

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

#### RECITALS

WHEREAS, in 1997, the Nevada Legislature authorized the formation of Charter Schools; and

WHEREAS, on or about September 1, 2006, an application was submitted to the Nevada Department of Education ("Department") by the Committee to Form the Nevada Connections Academy Charter School; and

WHEREAS, the Nevada Department of Education reviewed and approved the application for completeness on or about March 5, 2007; and

WHEREAS, by decision on May 5, 2007, the State Board approved the application under NRS 386.527(4); and

*WHEREAS, by decision on August 9, 2008, the State Board amended the charter under NRS 386.527; and*

WHEREAS, pursuant to NAC 386.050 the written charter includes both the application to form a charter school approved by the sponsor and a written agreement signed by the sponsor and 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, as well as the Nevada Connections Academy application approved by the State Board, 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 State Board that the Charter, including this Agreement, are to be effective as of the date first written above for a period of six (6) years, to begin on May 5, 2007, and to terminate on May 5, 2013.

3. Charter School Independence. Pursuant to NRS 386.565, the State Board 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 State Board and the 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 Board 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. In addition to any goals and description of how achievement of those goals will be measured that were approved in the Charter School application, all provisions of NRS 385.3455 through NRS 385.391 (Statewide System of Accountability) apply to the Charter School. Nothing in the application approved by the State Board, this Agreement, or the Written Charter is to be construed as replacing, overriding, or taking precedence over NRS 385.3455 through NRS 385.391.

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 Board. Prior to signing a contract with an Educational Management Organization ("EMO"), the charter school shall submit a copy of the proposed contract to the sponsor. The sponsor has the authority to review and approve/reject all or portions of the EMO contract prior to signing. No clause in any contract between the Charter School and an EMO shall require more than a simple majority of the Charter School's Governing Body to terminate the contract. No clause in any contract between the Charter School and an EMO shall require the EMO's agreement before the contract may be terminated by the Charter School.

b. The Charter School agrees that it will not extend the faith and credit of the State Board 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 State Board.

7. Purchase of District Services. Through separate agreement, at a school district's discretion, the Charter School may negotiate for the purchase, at cost, of available services.

a. Legal Services. Through separate agreement, at a school district's discretion, the Charter School may purchase, at cost, legal services through the school district's legal counsel for defense of suits, actions and claims against the Charter School. Such services shall be provided subject to the provisions of Nevada Revised Statutes.

b. Transportation. In the event transportation services are required, a school district and the Charter School may negotiate a transportation agreement which requires, among other things, the payment of the costs associated with obtaining such services, and that the Charter School indemnify the school district for liability resulting from the provision of the transportation services.

c. Food Services. A school district and the Charter School acknowledge and agree that in the event food services are required, an agreement may be negotiated which requires, among other things, the payment of the costs associated with obtaining such services, and that the Charter School agrees that it will indemnify the school district for liability resulting from the provision of food services.

d. Other services which may be mutually agreed upon.

8. Legal Liabilities/Indemnification. As required by NRS 386.550, the Charter School agrees that the State Board 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 State Board, 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 Charter School's operations.

9. 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 State Board and the Department, and specifically as required by NRS 386.550 and NAC 386.215.

10. 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 them.

11. Student Withdrawal. The withdrawal of any student from the Charter School shall be reported to the Department. Reports shall be submitted on an ongoing basis, and must include each student's name, ID number, and contact information. In the event a student is expelled, the charter school will provide equivalent services to the student. If the expelled student returns to a local school district, the charter school will reimburse the district on a pro rata basis.

12. Gifts/Donations/Grants. The Charter School shall inform the State Board of any gifts, donations, grants, etc. received for the school.

13. The Charter School shall provide a list of Governing Body members to the sponsor. The Governing Body shall also make the list available to any member of the public upon request. The list will be updated on an as needed basis.

14. The Charter School shall establish a procedure by which parents, community members and other interested parties may submit letters of concern (for which action is needed/requested) and a timeline by which such action will be taken.

15. Miscellaneous Provisions.

a. Entire Agreement. 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 State Board for notice to the State Board.

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. Dispute Resolution. In the event any dispute arises between the State Board or the Department and the Charter School concerning this Agreement, such dispute shall first be submitted to the Director of Fiscal Accountability, Nevada Department of Education, or his designee for review. Thereafter, representatives of the State Board and the Charter School shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to the State Board for its consideration and final decision.

f. 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.

g. 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.

16. Home School Prohibition. Pupils attending the Charter School will be disallowed for Distributive School Account (DSA) apportionment if their names also appear on school district lists of home schooled pupils unless a hand-written statement from the parent/guardian has been submitted to the Department. The statement must clarify that the parent/guardian has withdrawn the pupil from home schooling, and that the parent acknowledges he/she is enrolling the pupil in a public charter school.

17. Adherence to NRS and NAC. 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 or NAC or federal law.

18. 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.

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

- The name 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 time on task in his computer for each class per day;
- Date; 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.

20. Grades Served: The Charter School shall serve grades *K* through 12 only, unless the Written Charter is amended by Charter School Governing Body action and State Board action.

21. *The charter school will operate with an average student-to-teacher ratio of 32:1 for grades 1-3 and a student-to-teacher ratio of 64:1 for Kindergarten for the 2008-2009 school year unless amended by mutual agreement between the charter school governing body and the State Board. The Kindergarten program shall be a half-day program and shall be funded at the .6 Kindergarten rate applicable to other Nevada public schools. To the extent permissible by law, the charter school governing body will have the authority to designate the number of students to be served in grades K-3.*

22. *The charter school will have conducted an independent parent satisfaction study for students in grades K-3 and will report such data annually by July 31, for the period of this charter school agreement, to the State Board. The charter school shall provide to the Department by November 26, 2008, for approval the name of proposed independent third parties to conduct such surveys.*

23. *The charter school will provide the opportunity for supervised student events at least once every month during the school year including field trips and other opportunities for K-3 students to socialize with other students and interact with or meet with teachers, and report annually by July 31, for the period of this charter school agreement, to the Department the percentage of students participating in these activities.*

24. *The charter school will continue to make LiveLesson available to all students enrolled in its school including those students in grades K-3 and report annually by July 31, for the period of this charter school agreement, to the Department the student participation rate in LiveLesson activities.*

25. *Upon conclusion of the 2008-2009 school year, or as soon as practicable thereafter, the charter school will provide to NDE and SBE objective data intended to assist NDE and SBE to (i) consider preliminary performance of distance education for grades K-3, including the results of standardized assessments for Grades K-2 and state assessments for Grade 3; (ii) evaluate the use of age appropriate distance education technologies and curriculum; (iii) measure the demand for student access to K-3 distance education; (iv) measure parent satisfaction levels with K-3 distance education; and, (v) develop data-driven policy regarding distance education. The Department has identified the following information it seeks pursuant to this provision: (i) the results of standardized assessments for grades K-2, state assessments for grade 3, and teacher assessments of pupil academic achievement (such as grades) all of which the Department requests follow and report the same two groups of pupils'*

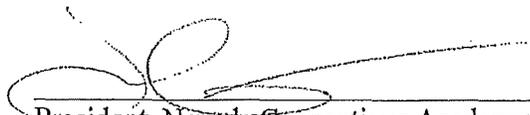
*academic achievement over the period of this charter agreement. The first group of pupils is the first grade class beginning in fall 2008, and finishing grade 3 in the spring, 2012. The second group of pupils is the first grade class beginning school in fall 2009, and finishing grade 3 in spring 2013. The parties agree, however, that if either of the control groups of pupils identified includes less than 20 students at the time reporting is due, NCA still will provide information to NDE and SBE but NDE acknowledges that such a small sample of students will not produce reliable data from which conclusions can be drawn as to the effectiveness of distance education in grades K-3.*

*The Department has welcomed the charter school to provide additional information as data it believes will provide that expected under this provision. The charter school will provide by December 30, 2008, to the Department, a list of the types of objective data the school intends to submit in accordance with this provision. The charter school and the Department agree to work in good faith to determine what, if any, additional objective data satisfies this provision of the charter as set forth in the parties' settlement agreement.*

26. *The charter school's pupils in all grades including K-3 shall participate in all state mandated assessments, regular lesson assessments, unit assessments, and semester assessments.*

27. *The charter school shall provide parental/learning coach orientation and training for parents and/or caregivers of children to be enrolled in grades K-3, and report annually by July 31, for the period of this charter school agreement, to the Department the parent/learning coach participation rate in the orientation/training.*

IN WITNESS WHEREOF, the parties have executed this Agreement.



President, Nevada Connections Academy Charter School Governing Body

Date: Dec. 16, 2008



Acting President, Nevada State Board of Education

Date: 12/22/08

# Attachment B

KEITH W. RHEAULT  
*Superintendent of Public Instruction*

STATE OF NEVADA

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
(702) 486-6455  
Fax: (702) 486-6450

GLORIA P. DOPF  
*Deputy Superintendent*  
Instructional, Research and Evaluative  
Services



JAMES R. WELLS  
*Deputy Superintendent*  
Administrative and Fiscal Services

**DEPARTMENT OF EDUCATION**  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687-9200 • Fax: (775) 687-9101

MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

February 4, 2009

Jerry Krummel, Administrator  
Nevada Connections Academy  
5690 Riggins Court, Suite B  
Reno NV 89502

Dear Jerry:

Enclosed please find a signed acknowledgement of an amendment to the Nevada Connections Academy's charter. The school requested an amendment of the governing body bylaws; a copy the revised, approved bylaws are attached.

Feel free to call me with any questions, 775-687-9149. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom McCormack", written over a horizontal line.

Tom McCormack,  
Charter School Consultant

Amendment to the Written Charter of  
Nevada Connections Academy Charter School

Amendments Approved by the Governing Body of the Charter School  
And  
Nevada State Board of Education, the Charter School Sponsor

1. **Amendment:** The governing body bylaws have been amended. A copy of the amended bylaws is attached.

Date of Governing Body Approval: October 21, 2008

Signature of Governing Body President:  \_\_\_\_\_

Date of Signature: November 20, 2008

Signature of Sponsor's Authorized Designee: Keith W. Pleasant

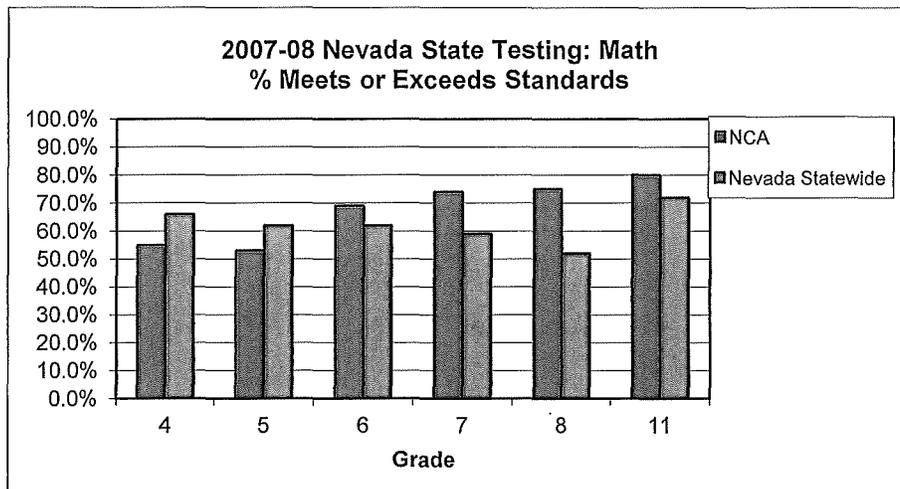
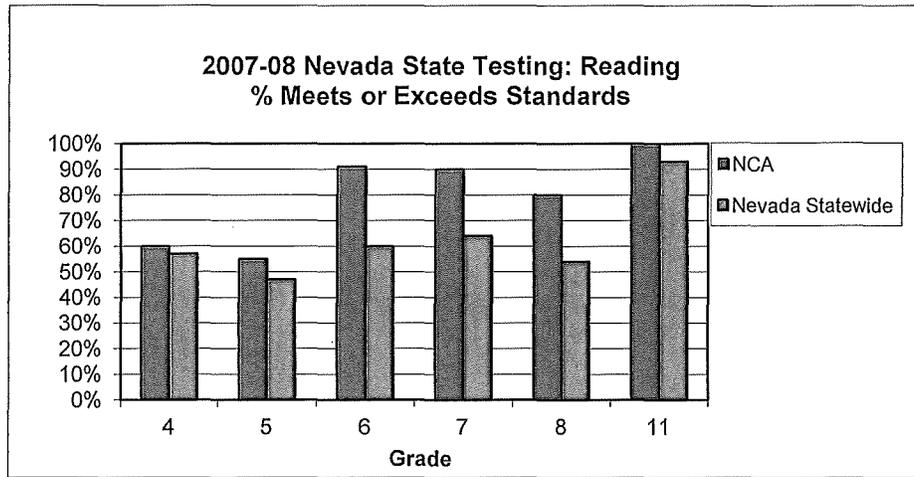
Date of Signature: 1/30/09

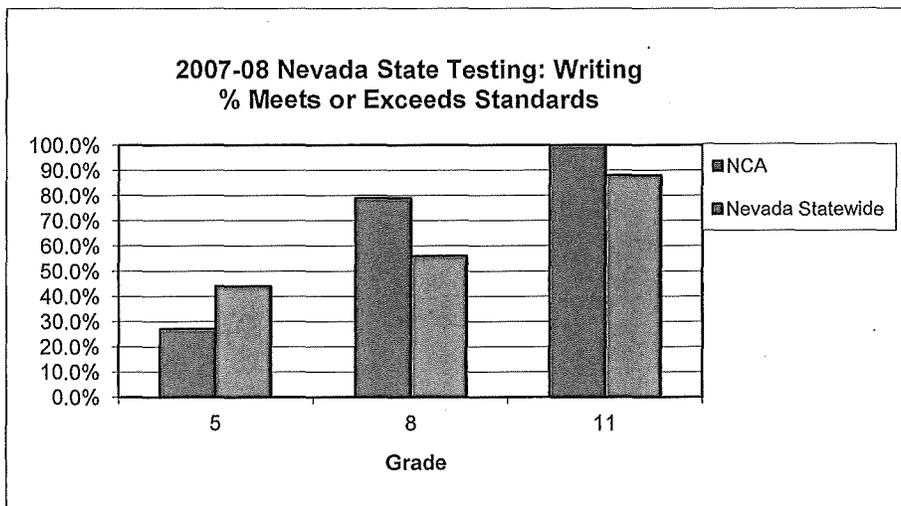
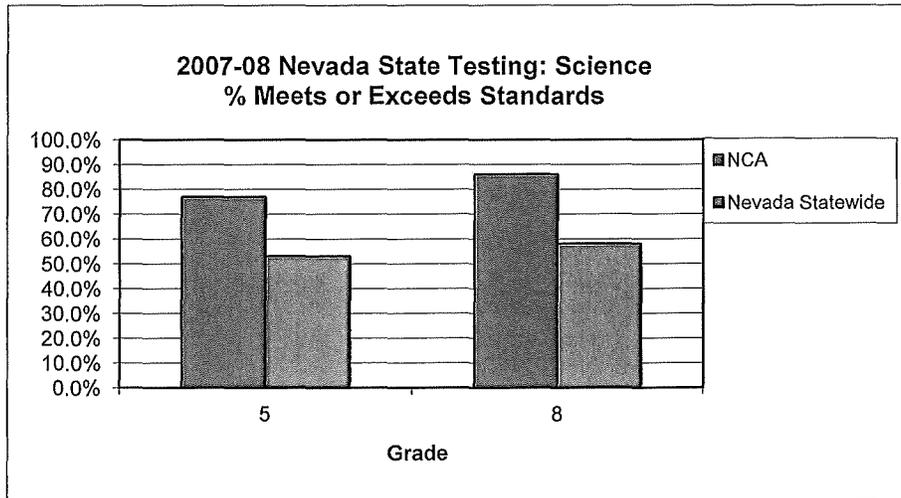
# Attachment C

**Summary of Nevada Connections Academy State Test Results 2007-08 — 2011-12**

**2007-08:** NCA exceeded the state average in reading in all tested grades. The overall proficiency level for the state in reading (Grades 4-8 and 11) for 2007-2008 was 61%; NCA exceeded that standard by reaching 78%. NCA also outperformed the state in grades 6, 7, 8, and 11 in Math. The overall proficiency level for the state in mathematics (Grades 4-8 and 11) was 62%; NCA exceeded that standard by reaching 67% proficient in Math. In Science, 82% of NCA students were proficient, which significantly exceeded the statewide level of 56%; NCA outperformed the state in grades 5 and 8 (the only grades tested in science). In Writing, 63% of NCA students were proficient which exceeded the state average of 60%; NCA outperformed the state in grades 8 and 11.

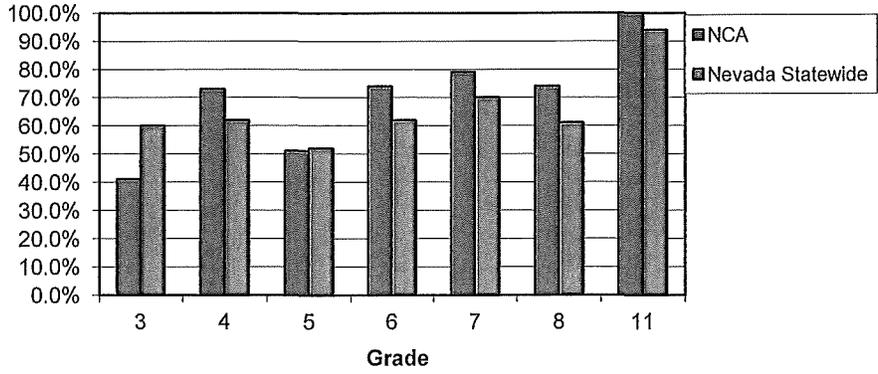
*Note: in 2007-08, NCA did not offer grades K-3, and the science test was not administered to students in grade 11 in 2007-08.*



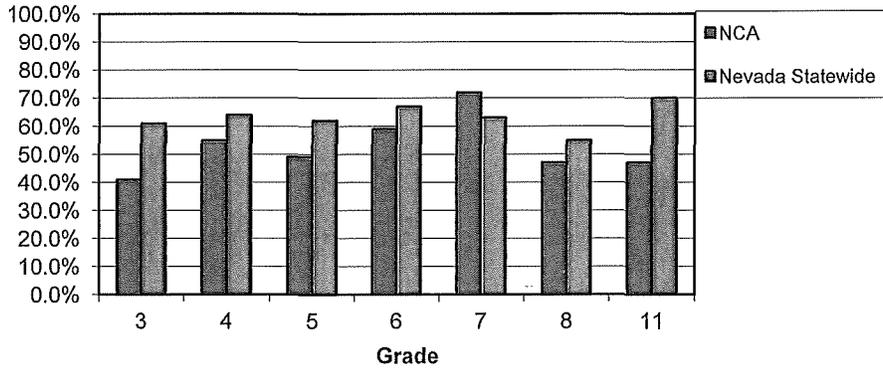


**2008-09:** The overall proficiency level for the state in reading for 2008-2009 was 65%; NCA exceeded that standard by reaching 73%. The overall proficiency level for the state in mathematics was 63% and 56% of NCA students were proficient in this area. NCA outperformed the state in grade 7 in Math. NCA exceeded the state average in reading in grades 4, 6, 7, 8, and 11.. In Science, 68% of NCA students were proficient, which exceeded the statewide level of 63%; NCA outperformed the state in grades 5 and 8. In Writing, 57% of NCA students were proficient compared to the state average of 62%.

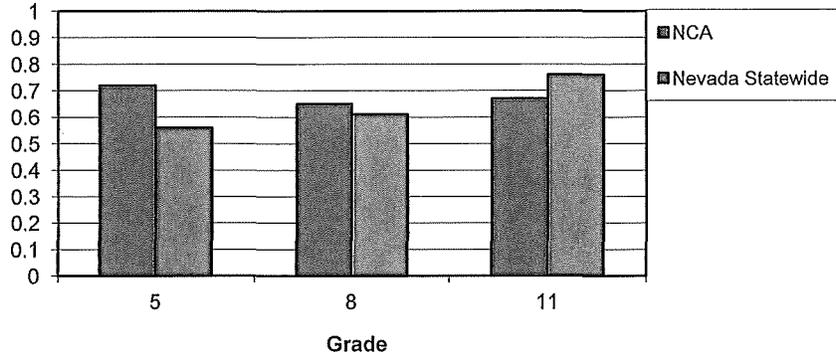
**2008-09 Nevada State Testing: Reading  
% Meets or Exceeds Standards**

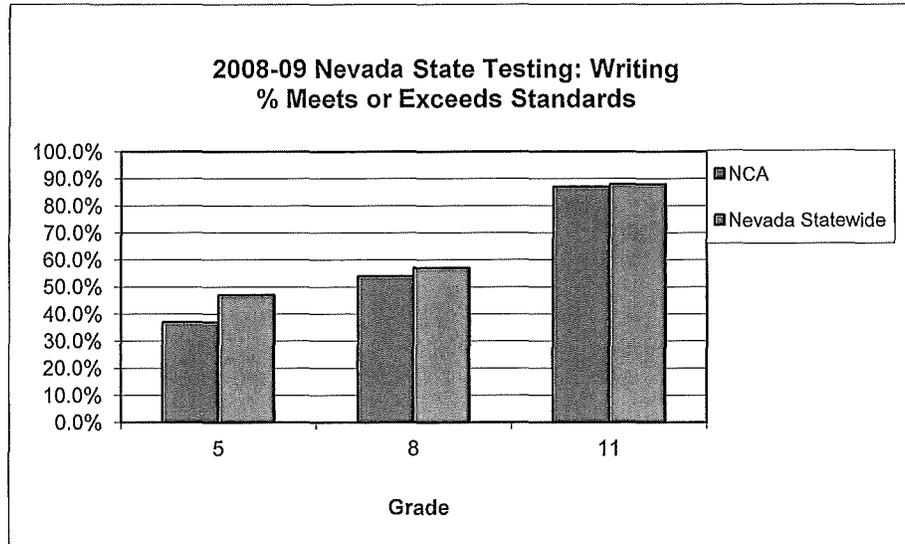


**2008-09 Nevada State Testing: Math  
% Meets or Exceeds Standards**

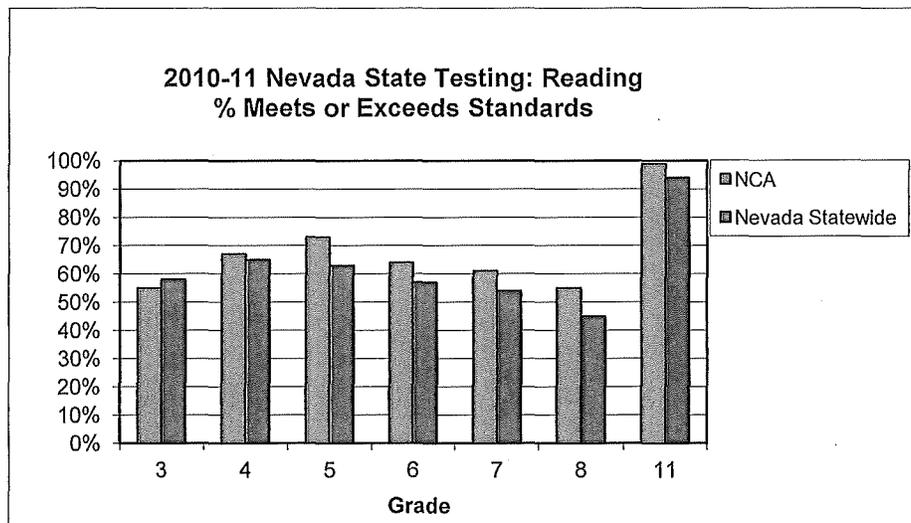


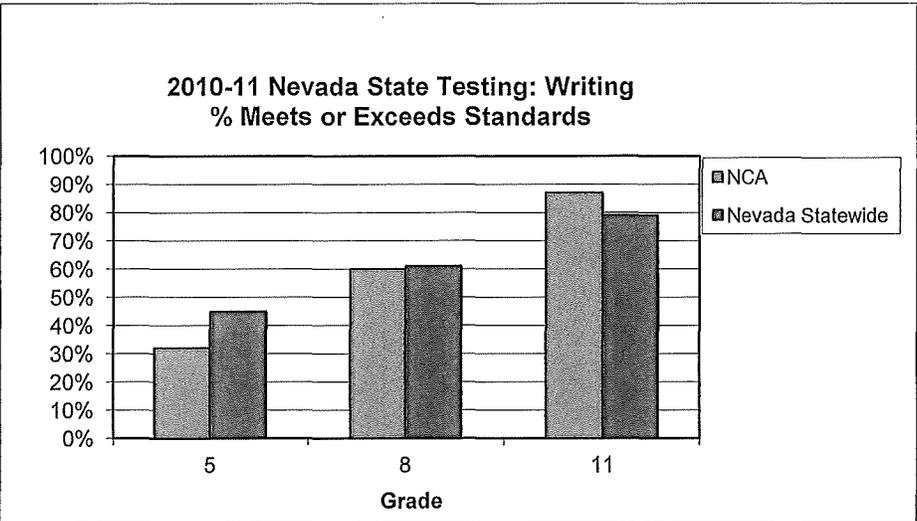
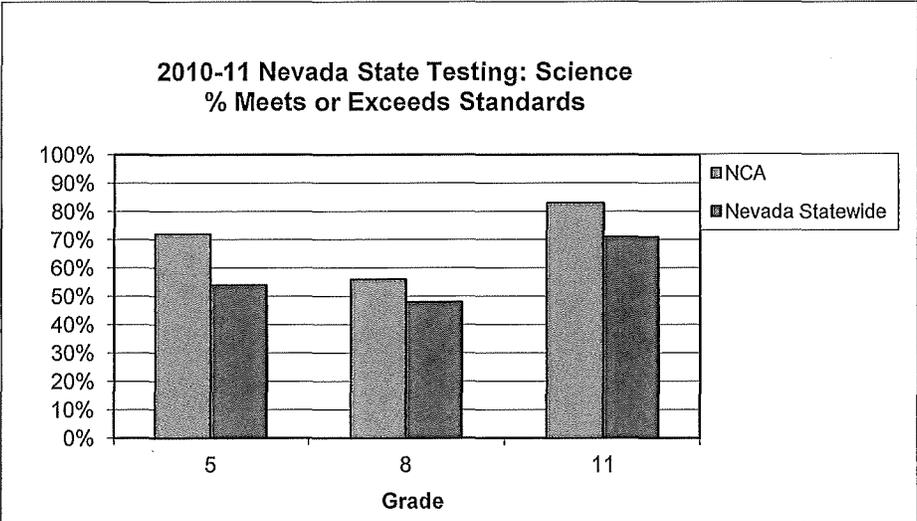
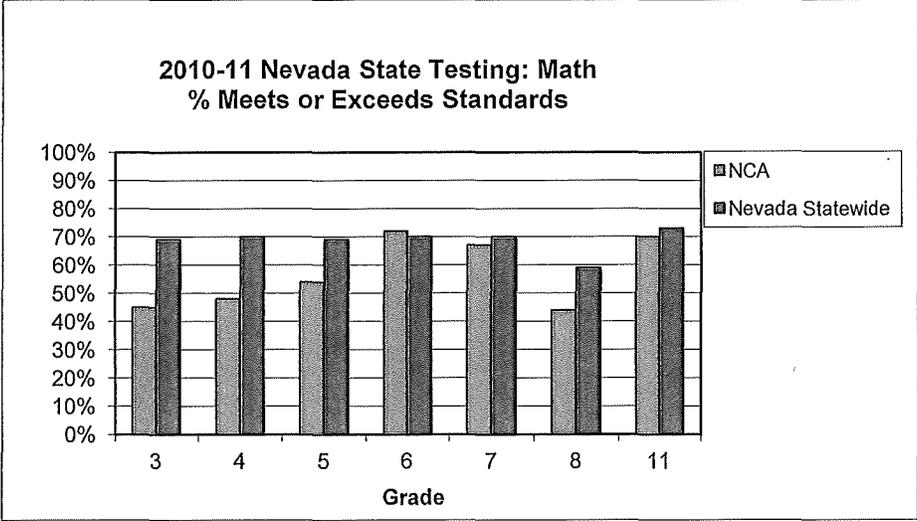
**2008-09 Nevada State Testing: Science  
% Meets or Exceeds Standards**



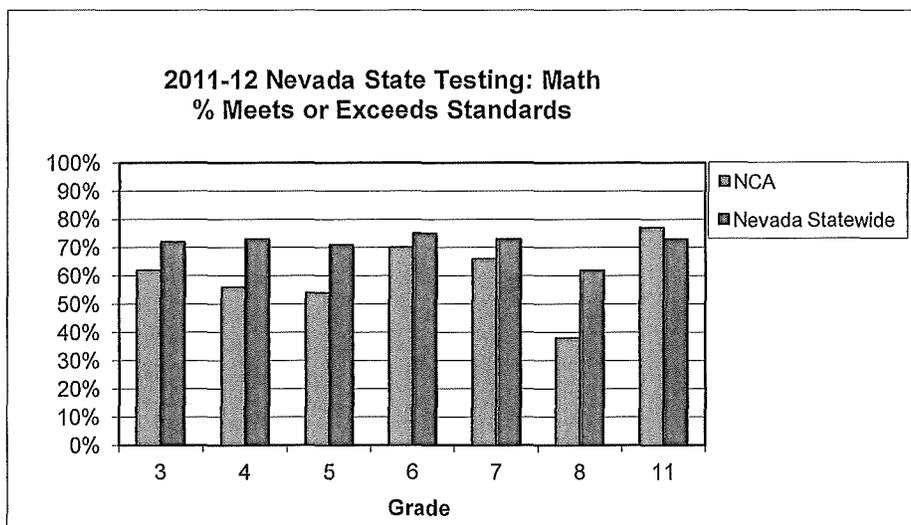
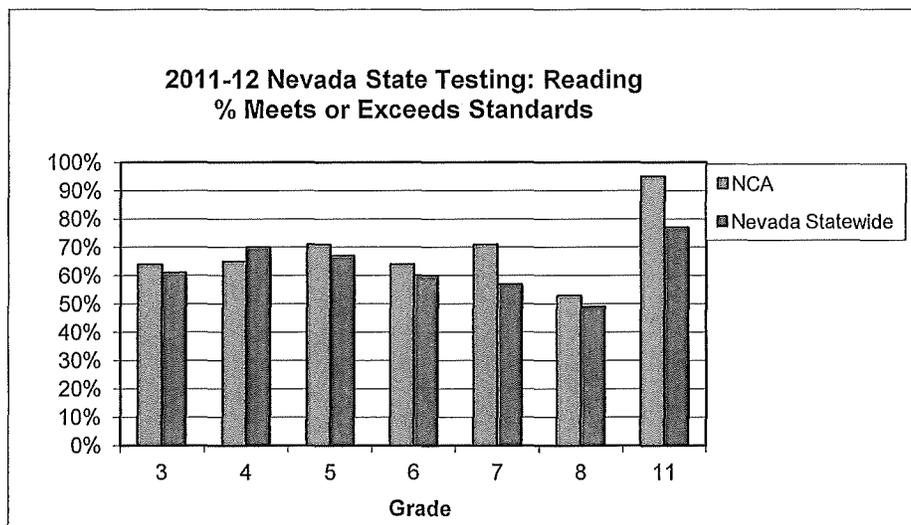


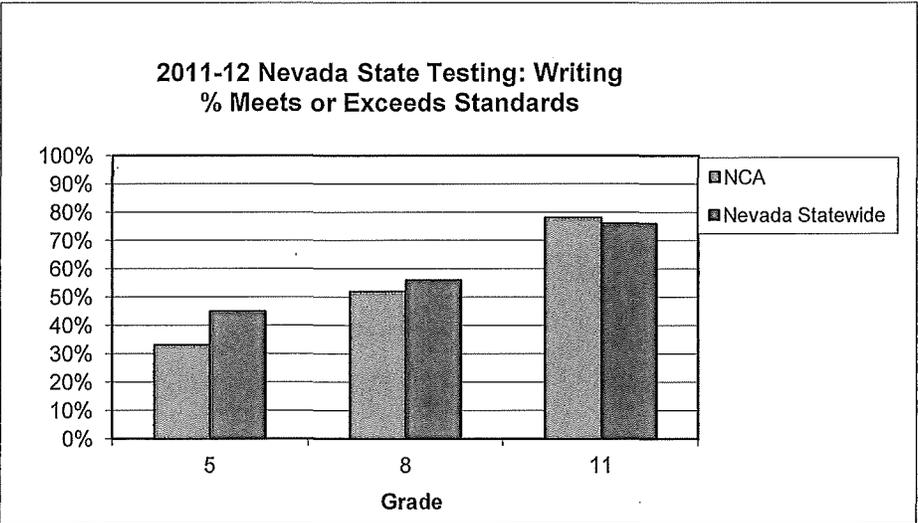
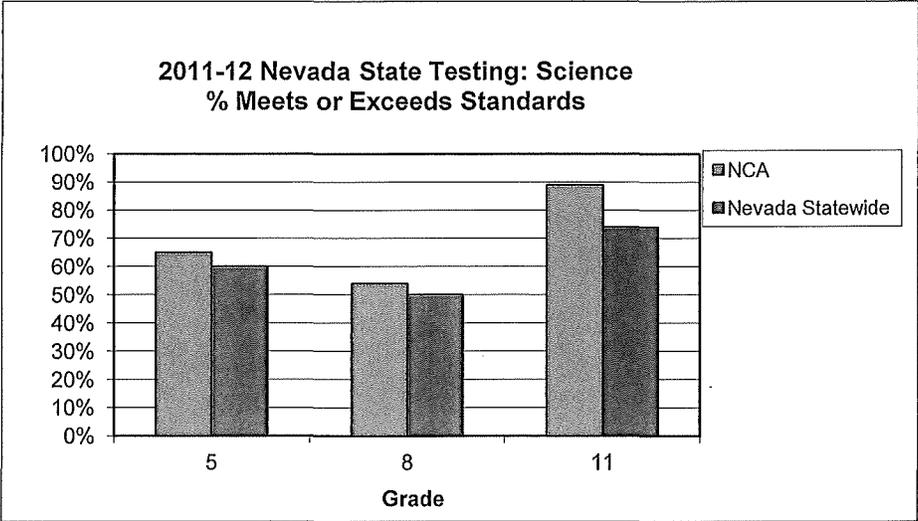
**2010-11:** In 2010-11, the statewide proficiency rate for Nevada in Reading was 62%. NCA exceeded this value with an overall proficiency rate of 66%, and exceeded statewide Nevada performance at every grade tested, with the exception of 3<sup>rd</sup> grade. NCA's 3<sup>rd</sup> grade Reading performance was within 3 percentage points of the statewide Nevada value. In Math, the statewide proficiency rate for Nevada was 69%, while NCA's proficiency rate in Math was 58%. NCA exceeded Nevada's statewide Math proficiency for 6<sup>th</sup> grade; 7<sup>th</sup> grade and 11<sup>th</sup> grade were within 3 percentage points of the statewide Nevada value. In Science, NCA exceeded the Nevada statewide proficiency rate by 67% to 57%, and at each grade tested exceeded the corresponding statewide Science proficiency rate for Nevada. NCA's overall proficiency rate in Writing was 61%, which was within one percentage point of the statewide Nevada value for Writing. In 11<sup>th</sup> Grade, NCA exceeded the statewide Nevada proficiency rate, and was within one percentage point of the statewide Nevada rate for 8<sup>th</sup> grade.





**2011-12:** In 2011-12, the statewide proficiency rate for Nevada in Reading was 63%. NCA exceeded this value with an overall proficiency rate of 68%, and exceeded statewide Nevada performance at every grade tested, with the exception of 4<sup>th</sup> grade. NCA's 4<sup>th</sup> grade Reading performance was within 5 percentage points of the statewide Nevada value. In Math, the statewide proficiency rate for Nevada was 71%, while NCA's proficiency rate in Math was 60%. NCA exceeded Nevada's statewide Math proficiency for 11<sup>th</sup> grade and was within 5 percentage points of the statewide Nevada value for 6<sup>th</sup> grade. In Science, NCA exceeded the Nevada statewide proficiency rate by 66% to 61%, and at each grade tested exceeded the corresponding statewide Science proficiency rate for Nevada. NCA's overall proficiency rate in Writing was 54%, which was within 5 percentage points of the statewide Nevada value for Writing. In 11<sup>th</sup> Grade, NCA exceeded the statewide Nevada proficiency rate, and was within 5 percentage points of the statewide Nevada rate for 8<sup>th</sup> grade.





# Attachment D

# State Public Charter School Authority – District 18

Nevada Connections Academy  
175 Salomon Circle Suite 201  
Sparks, NV 89434

## SAGE SCHOOL IMPROVEMENT PLAN TEMPLATE TITLE I - NRS 385

For Implementation in  
(2012-2013)

### School Improvement Planning Team

- ALL Title I schools must have a parent on their SIP team that is NOT a district employee. Indicate this member with an asterisk.

Name of Member	Position
Jennifer Dukek	Principal
Joseph Thomas	Assistant Principal 7-12
Karen Grant	Assistant Principal K-8
Jim McLaughlin	Mgr. of Counseling
Dianne Karp	Mgr. of Special Ed.

Submission Date: 08/13/2012

Area Reviewer: Jennifer Dukek, Principal

<b>School: Nevada Connections Academy</b>	<b>District: SPCSA - 18</b>
<b>Principal: Jennifer Dukek</b>	<b>School Year: 2012-2013</b>
<b>Address: 175 Salomon Circle Suite 201, Sparks, NV 89434</b>	<b>Phone: 775-826-4200</b>
	<b>Email: <a href="mailto:jdukek@connectionseducation.com">jdukek@connectionseducation.com</a></b>
<b>TABLE OF CONTENTS</b>	
	<b>Page #</b>
<b>Part I:</b> Vision of Learning	
<b>Part II:</b> Inquiry Process: Evidence of Development of the SIP (Comprehensive Needs Assessment)	
<b>Part III:</b> SIP Goals & Measurable Objectives	
<b>Part IV:</b> School Improvement Master Plan (Reform Strategies):	
Goal 1: Action Plan & Monitoring Plan	
Goal 2: Action Plan & Monitoring Plan	
(Add extra rows for additional goals)	
<b>Part V:</b> Budget for the overall cost of carrying out the plan	
<b>Part VI:</b> Evaluation of the SIP	
<b>Part VII:</b> Other Required Elements & Assurances of the SIP (All schools)	
<b>Part VIII:</b> Required Elements & Assurances for Title I Schools	
<b>Part IX:</b> Additional Required Elements & Assurances for Non-Title I Schools	
<b>Appendix A:</b> School Profile (Accountability Report, Other Data)	
<b>Attachments:</b> Professional Development Chart, Parent Involvement Chart	

**Part I: VISION FOR LEARNING**

**District Vision or Mission Statement**

N/A

**District Goal 1**

N/A

**District Goal 2**

N/A

**(add more rows if necessary)**

## **VISION FOR LEARNING (continued)**

### **School Vision or Mission Statement**

Nevada Connections Academy's mission is to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized education program.

### **School Highlights**

- Granted Full Accreditation by AdvancedEd/NWAC in June 2012
- First Induction Ceremony for NJHS & NHS
- Held over 150 activities/field trips throughout the state of Nevada
- 100% courses taught by Highly Qualified Teachers
- Parent Satisfaction of Special Ed. Services increased by >10%

### **Student Highlights:**

- 2012 graduate received full-ride (\$100K) scholarship to Berea College
- 2012 graduate received Connections Academy 10<sup>th</sup> Anniversary Scholarship
- 2012 graduate accepted to Houston Ballet Company
- 2012 graduate/valedictorian accepted to Las Vegas Ballet Company

## **PART II: INQUIRY PROCESS**

### **Comprehensive Needs Assessment**

Based on a complete analysis of the data, list the key strength and priority concerns in student performance, instructional and remediation practices, and program implementation for ALL students in ALL grade levels.

#### ***Key Strengths***

(to sustain in the school improvement plan)

Our key strengths include a fully staffed program in all disciplines and grade levels. We continue to offer a strong Gifted and Talented program, a Program for All Children to Excel (PACE), Skills Tutor, Skills for Success, and several other tier two interventions for struggling learners. We have teacher representatives (extra-duty assignments) for English Language Learners, Student Activities Coordinator, Student Support Team/Response to Intervention, Staff Development Training, Virtual Librarian, LiveLesson Coordinator, Community Outreach, and Discussion Group Facilitators. Additionally, we continue to increase our elective offerings to include courses such as Drivers Education, Digital Photography, Web Design, and many others. Nevada Connections Academy also offers Advanced Placement, Honors, SAT preparation, Personal Finance, Career Exploration, and Independent Studies courses.

#### ***Priority Concerns***

Our priority concerns continue to include increasing academic performance in the areas of Mathematics and Writing at all grade levels along with student retention in our program. Low performance in Mathematics is a nation-wide problem with a complex root cause. Our school improvement plan incorporates increased opportunities for students to have one-on-one contact with teachers to focus on mathematics and writing. Teachers are traveling throughout the state to hold in-person study groups with students. We have also increased our use of our tutoring programs such as Skills Tutor, PACE and Skills for Success. A priority focus this year will be providing different types of interventions at all grade levels.

**INQUIRY PROCESS (continued)**

**Verification of Causes – Root Cause Analysis**  
 For each concern, verify the root causes that impact or impede the priority concerns. Identify research-based solutions that address the priority concerns.

<i>Priority Concerns</i>	<i>Root Causes</i>	<i>Solutions</i>
<ul style="list-style-type: none"> <li>▪ Academic outcomes, including those directly related to state accountability systems (especially Math)</li> <li>▪ High school success and/or college/career readiness/planning</li> <li>▪ Adequacy of instructional interventions (focus on “effective teaching” goals which began in 2012)</li> <li>▪ Parent Satisfaction Survey</li> <li>▪ Retention: Withdrawal rate and ITR yes w/ docs</li> <li>▪ Compliance: Successful/timely completion of all state reporting requirements</li> <li>▪ Staff satisfaction/retention</li> </ul>	<ul style="list-style-type: none"> <li>▪ Transiency rate</li> <li>▪ Attendance/Truancy rate</li> <li>▪ Drop-out rate</li> <li>▪ Parent/Teacher Contact</li> <li>▪ Student/Teacher Contact</li> </ul>	<ul style="list-style-type: none"> <li>▪ Increase student services to maintain student enrollment</li> <li>▪ Offer additional support to struggling students through interventions, student services and teacher contact</li> </ul>

### **Part III: IMPROVEMENT GOALS AND MEASURABLE OBJECTIVES**

Convert the top priority concerns into the goal(s) for improvement and incorporate the identified solutions into the action plan.

**Goal 1: Academic Achievement:** For all publicly reported state proficiency ratings (growth, status and gap) the school's ratings will be equal to or better than the state average.

#### **Measurable Objective 1:**

##### **K-8**

Med Growth Percentile Math  
Med Growth Percentile Reading  
Adeq Growth Percentile Math  
Adeq Growth Percentile Reading  
% Meeting Proficiency Math  
% Meeting Proficiency Reading  
% IEP, ELL & FRL Mtg AGP Math  
% IEP, ELL & FRL Mtg AGP Reading

##### **9-12**

% 10<sup>th</sup> Gr. Mtg Proficiency Math  
% 10<sup>th</sup> Gr. Mtg Proficiency Reading  
% 11<sup>th</sup> Gr. Mtg Proficiency Math  
% 11<sup>th</sup> Gr. Mtg Proficiency Reading  
10<sup>th</sup> Gr. Med Growth Percentile Math  
10<sup>th</sup> Gr. Med Growth Percentile Reading  
% 11<sup>th</sup> IEP, ELL & FRL Prof in Math  
% 11<sup>th</sup> IEP, ELL & FRL Prof in Reading

**Goal 2:** College/Career Readiness: For all publicly reported state performance ratings the school's ratings will be equal to or better than the state average.

**Measurable Objective 2:**

**Target 1:** Overall graduation rate

**Target 2:** Graduation rate gap for IEP, ELL, FRL

**Target 3:** % of students in NV colleges needing remediation

**Target 4:** % of students earning an Advanced Diploma

**Target 5:** Advanced Placement Participation/Proficiency

**Target 6:** ACT/SAT Participation/Proficiency

**Goal 3:** Other State Indicators of School Performance: For all publicly reported state performance ratings the school's ratings will be equal to or better than the state average.

**Measurable Objective 3:**

**Target 1:** Elementary Av. Daily Attendance

**Target 2:** High School Av. Daily Attendance

**Target 3:** % 9<sup>th</sup> Graders Credit Deficient

## Part IV: SCHOOL IMPROVEMENT MASTER PLAN & REFORM STRATEGIES

**Action Plan:** List the action steps to implement the solutions for each goal, as well as the timeline, resources, and the person(s) responsible.

**Monitoring Plan:** Identify the data that will be collected to monitor the action steps, as well as the timeline and the person(s) responsible.

**Goal 1: Academic Achievement:** NCA will meet the targets set by the Nevada Department of Education for the new growth model. For all publicly reported state proficiency ratings (growth, status and gap) the school's ratings will be equal to or better than the state average.

### Measurable Objective(s):

#### K-8

Med Growth Percentile Math

Med Growth Percentile Reading

Adeq Growth Percentile Math

Adeq Growth Percentile Reading

% Meeting Proficiency Math

% Meeting Proficiency Reading

% IEP, ELL & FRL Mtg AGP Math

% IEP, ELL & FRL Mtg AGP Reading

#### 9-12

% 10<sup>th</sup> Gr. Mtg Proficiency Math

% 10<sup>th</sup> Gr. Mtg Proficiency Reading

% 11<sup>th</sup> Gr. Mtg Proficiency Math

% 11<sup>th</sup> Gr. Mtg Proficiency Reading

10<sup>th</sup> Gr. Med Growth Percentile Math

10<sup>th</sup> Gr. Med Growth Percentile Reading

% 11<sup>th</sup> IEP, ELL & FRL Prof in Math

% 11<sup>th</sup> IEP, ELL & FRL Prof in Reading

ACTION PLAN				MONITORING PLAN	
Action Steps to implement the solutions/strategies	Timeline for implementing action steps	Resources e.g., money, people, facilities to be used for implementation	Person(s) Responsible Who is the person or group who will ensure that each action step is implemented?	Monitoring Measures Identify data sources & timeline for monitoring the progress of each action step.	Person(s) Responsible Who is the person or group who will ensure that the progress is monitored?
1.1 Increase implementation of interventions w/ support of PLC's; Place students at risk on a Contract for Success	Throughout 2012-13 school year	Professional development & travel funds; planning time	Grade level administrators in collaboration with PLC teams	School Metrics from Connexus & state report card website	School Leadership
1.2 Identify/focus on content area strands with low performance rates	Fall 2012	Time set aside every Friday	Grade level dept. leaders	State test data	Grade level & subject area leaders
1.3 Targeted interventions for students "approaching standards"	Beginning Sept. 2012	Biweekly training	Grade level administrators & PLC teams	Connexus, state test results, LEAP results	Assistant Principals; lead/master teachers
1.4 Provide opportunities for pre-test practice	Throughout school year	PD & travel funds/ set aside time	Teachers	State assessment results; LEAP data	Assistant Principals; lead/master teachers
1.5 Ensure LiveLessons are content-based and skills-focused; Offer incentives for attendance at LiveLessons	Throughout school year	Planning time; access to common core standards	Teachers/Supervisors	Leadership/Peer review	School Leadership
1.6 Provide Learning Coaches with lessons on helping students prepare for testing	Focus in fall; continuous throughout school year	Set aside time; LiveLesson seat availability	Learning Coach Resource Reps. & homeroom/ subject area teachers/ School Support Dept.	Parent Satisfaction Survey	School Learning Coach Representative
1.7 Require teachers to participate in professional development focused on implementing interventions and improving classroom instruction	Throughout school year	PD & travel funds; set aside time	Staff trainer/ School Support Dept./ HR	Connexus Grade Book; manager reports	School Staff Trainer
1.8 Develop a Contract for Success for students at risk	Throughout the school year	Set aside time	Advisory Teachers/ Counselors	Internal Issue Aware tracking by Advisory Dept.	Manager of Counseling & Counseling Dept. staff

**SCHOOL IMPROVEMENT MASTER PLAN (Continued)**

**Goal 2:** College/Career Readiness: For all publicly reported state performance ratings the school's ratings will be equal to or better than the state average.

**Measurable Objective(s):**

**Target 1:** Overall graduation rate

**Target 2:** Graduation rate gap for IEP, ELL, FRL

**Target 3:** % of students in NV colleges needing remediation

**Target 4:** % of students earning an Advanced Diploma

**Target 5:** Advanced Placement Participation/Proficiency

**Target 6:** ACT/SAT Participation/Proficiency

ACTION PLAN				MONITORING PLAN	
Action Steps	Timeline	Resources	Person(s) Responsible	Monitoring Measures	Person(s) Responsible
2.1 Offer and encourage all 10 <sup>th</sup> & 11 <sup>th</sup> grade students to take the PSAT	Throughout school year	Student/teacher meeting time	Homeroom & Advisory Teachers	School Metrics from Connexus & state report card website	Manager of Counseling and Counseling Dept. staff
2.2 Promote participation of SAT/ACT for all 11 <sup>th</sup> grade students	Throughout school year	Student/teacher meeting time	Homeroom & Advisory teachers	School Metrics from Connexus & state report card website	Manager of Counseling and Counseling Dept. staff
2.3 Offer ACT/SAT Prep Courses	Throughout school year	Dedicated teacher assignments	Teachers	School Metrics from Connexus	Manager of Counseling and Principal
2.4 Offer and promote an Advanced diploma	Seek board approval in fall	Development time for policy & review	Administrators & Supervisors	School Metrics from Connexus	Manager of Counseling and Principal
2.5 Increase college visit opportunities	Starting in fall 2012; throughout school year	Professional development & travel funds; planning time	Counseling Dept. staff	School Metrics from Connexus	Counseling Dept. staff
2.6 Improve 9 <sup>th</sup> grade pass rates by improving transition through effective course scheduling	Summer 2012 and pre-enrollment	Set aside time for procedure development	Counseling Dept. staff	School Metrics from Connexus & state report card website	Manager of Counseling & Secondary Assistant Principal
2.7 Improve 9 <sup>th</sup> grade pass rates by increasing teacher support	Throughout school year	Set aside time (Fridays) for meeting/planning	9 <sup>th</sup> grade subject area teachers & advisors	School Metrics from Connexus & state report card website	Secondary Assistant Principal and Secondary Lead/Master Teachers

## SCHOOL IMPROVEMENT MASTER PLAN (Continued)

**Goal 3:** Other State Indicators of School Performance: For all publicly reported state performance ratings the school's ratings will be equal to or better than the state average.

**Measurable Objective(s):**

**Target 1:** Elementary Average Daily Attendance

**Target 2:** High School Average Daily Attendance

**Target 3:** % 9<sup>th</sup> Graders Credit Deficient

ACTION PLAN				MONITORING PLAN	
Action Steps	Timeline	Resources	Person(s) Responsible	Monitoring Measures	Person(s) Responsible
3.1 Identify gap in daily attendance metrics at K-8	Fall 2012	Dedicated time	Reporting Coordinator & EMO data team	Internal tracking in Connexus	Reporting Coordinator & Principal
3.2 Monitor student attendance and enforce escalation procedures	Throughout school year	Training teachers, set aside time, clear policy & procedure	Homeroom teachers and Assistant Principals	School Metrics from Connexus	Homeroom teachers and Assistant Principals
3.3 Improve 9 <sup>th</sup> grade pass rates by improving transition through effective course scheduling	Summer 2012 and pre-enrollment	Set aside time for procedure development	Counseling Dept. staff	School Metrics from Connexus & state report card website	Manager of Counseling & Secondary Assistant Principal
3.4 Improve 9 <sup>th</sup> grade pass rates by increasing teacher support	Throughout school year	Set aside time (Fridays) for meeting/planning	9 <sup>th</sup> grade subject area teachers & advisors	School Metrics from Connexus & state report card website	Secondary Assistant Principal and Secondary Lead/Master Teachers

**Part V: BUDGET FOR THE OVERALL COST OF CARRYING OUT PLAN**

List the funds necessary to carry out the school improvement plan and accomplish the goals.

Goals	Total amount needed to accomplish Goal. (Amounts for each action step should be listed under "Resources.")	Funds available in current school funding that have been specifically set aside for the implementation of the goal.	Funds still needed to implement goal.
Goal 1	n/a	\$100,000. For travel & conferences; \$36,000. For professional development	\$ = 0
Goal 2	n/a	“	\$ = 0
Goal 3 (if applicable)	n/a	“	\$ = 0

## Part VI: EVALUATION OF THE SIP

For each measurable objective, identify the data that will be collected to monitor the action steps, as well as the timeline and the person(s) responsible.

Measurable Objectives	Evaluation Measures (Monitoring Data & Outcome Indicators to evaluate progress in achieving the Measurable Objectives.)	Timeline For collecting data	Person(s) Responsible, Who is the person or group who will ensure that the evaluation is completed?
<p><b>K-8</b>            Med Growth Percentile Math            Med Growth Percentile Reading            Adeq Growth Percentile Math            Adeq Growth Percentile Reading            % Meeting Proficiency Math            % Meeting Proficiency Reading            % IEP, ELL &amp; FRL Mtg AGP Math            % IEP, ELL &amp; FRL Mtg AGP Reading</p> <p><b>9-12</b>            % 10<sup>th</sup> Gr. Mtg Proficiency Math            % 10<sup>th</sup> Gr. Mtg Proficiency Reading            % 11<sup>th</sup> Gr. Mtg Proficiency Math            % 11<sup>th</sup> Gr. Mtg Proficiency Reading            10<sup>th</sup> Gr. Med Growth Percentile Math            10<sup>th</sup> Gr. Med Growth Percentile Reading            % 11<sup>th</sup> IEP, ELL &amp; FRL Prof in Math            % 11<sup>th</sup> IEP, ELL &amp; FRL Prof in Reading</p>	<p>School Metrics/NSPF Performance Results &amp; ARC Report</p>	<p>9/15/13</p>	<p>Principal</p>

<b>Target 1:</b> Overall graduation rate <b>Target 2:</b> Graduation rate gap for IEP, ELL, FR <b>Target 3:</b> % of students in NV colleges needing remediation <b>Target 4:</b> % of students earning an Advanced Diploma <b>Target 5:</b> Advanced Placement Participation/Proficiency <b>Target 6:</b> ACT/SAT Participation/Proficiency	School Metrics/NSPF Performance Results & ARC Report	9/15/13	Principal
<b>Target 1:</b> Elementary Av. Daily Attendance <b>Target 2:</b> High School Av. Daily Attendance <b>Target 3:</b> % 9 <sup>th</sup> Graders Credit Deficient	School Metrics/NSPF Performance Results & ARC Report	9/15/13	Principal

**Part VII: OTHER REQUIRED ELEMENTS OF THE SIP**

All schools MUST complete this page.

School Characteristics	#	%	Title I	Yes	No
Average Daily Attendance		83%	Eligible	X	
Transiency Rate		48%	Served	X	
% enrolled continuously since Count Day		65%	Targeted Assisted	X	
Incidents of School Violence: Student-to-Student	0		Schoolwide		X
Incidents of School Violence: Student-to-Staff	0		Did your school make Adequate Yearly Progress (AYP)?	Not yet available	
% of Highly Qualified Teachers	100		What was your school's AYP Designation? Exemplary (EX), High Achieving (HA), Watch List (W), Needs Improvement Year 1 (N1), Needs Improvement Year 2 (N2), Needs Improvement Year 1 Hold (N1-H), Needs Improvement Year 2 Hold (N2-H), etc.	Not yet available	
Dropout Rate (HS)		Not available	Did you appeal your latest AYP designation?	X	
Graduation Rate (HS)		45% (10-11)	Was your latest appeal granted?	In process	
			Designated as Persistently Dangerous School?		X
			Receiving State Remediation funding?		X
			Has a State SST been assigned to your school?		X

1. What are the policies and practices in place that ensure proficiency of each subgroup in the core academic subjects?

Continuous monitoring of attendance, performance, and participation of all students. Students are contacted on a regular basis by each subject teacher or in the case of elementary students by the teacher. Curriculum based assessments are conducted with students regularly to ensure their completion of assignments and assessments.

2. List and briefly describe, as appropriate, how the school has incorporated activities of remedial instruction or tutoring before school, after school, during the summer, and/or during any extension of the school year.

Weekly Contact with subject area teachers:

Students are expected to have weekly contact with their subject or primary teacher through email, LiveLesson™, telephone or face to face contact. All activities of student contact and assistance are carried out during the regular school day.

3. Describe the resources available to the school to carry out the plan.

The Nevada Connections Academy Learning Management System (Connexus©) is available to both teachers and students 24 hours per day, 7 days per week including holidays for students to carry out their studies. Connexus© has the resources needed for students to obtain assignments from teachers. Our Educational Management Organization provides student, parent and staff support for technology, curriculum, school operations, counseling and special education services.

4. Summarize the effectiveness of any appropriations for the school made by the Legislature to improve student academic achievement.

N/A

5. Discuss how the school will utilize Educational Involvement Accords for Parents including the Honor Code and meet all the requirements of the law.

NCA has an honor code each student must indicate they will abide by and have read. Parents are expected to be involved in their children's education to guide them in completion of work, encourage the student to have regular contact with their teachers and to facilitate student participation in all aspects of the NCA program. Further, students are expected to have regular contact with their teacher and attend LiveLesson™ programs developed and conducted by the teachers.

6. If applicable, describe how the school will make its Title III Annual Measurable Achievement Objective (AMAO) targets in English language proficiency (reading, writing, listening, and speaking comprehension).

N/A

## Part VIII: REQUIRED ELEMENTS FOR TITLE I SCHOOLS

Title I schools, identified as “Needs Improvement,” MUST complete Items 1 through 5 on this page. Title I Schools operating a Schoolwide Program, MUST complete Items 6 through 10 on this page.

1. Describe the required services the school has provided based on the number of years the school has been in need of improvement, (e.g., schools in Year 2 of “Needs Improvement” must identify Year 1 and Year 2 services, and so on).

- Year 1: School Choice. N/A
- Year 2: Supplemental Services N/A.
- Year 3. Corrective Action. N/A
- Year 4. Restructuring. N/A

Increase student services to maintain student enrollment;

Offer additional support to struggling students through interventions, student services and teacher contact

Program for All Children to Excel (PACE), Skills Tutor, Skills for Success and several other tier two interventions for struggling learners.

Teacher representatives (extra-duty assignments) for English Language Learners

Student Support Team/Response to Intervention,

Have incorporated increased opportunities for students to have one-on-one contact with teachers to focus on mathematics and writing. Teachers travel throughout the state to hold in-person study groups with students.

Place students at risk on a Contract for Success

Identify/focus on content area strands with low performance rates

Targeted interventions for students “approaching standards”

Provide opportunities for pre-test practice

Ensure Live Lessons are content-based and skills-focused; Offer incentives for attendance at Live Lessons

Provide students with 'good' and 'poor' writing samples in all subject areas

Provide Learning Coaches with lessons on helping students prepare for testing

Require teachers to participate in professional development focused on implementing interventions and improving classroom instruction

2. Provide an assurance that the school will not spend less than 10% of their annual Title I allocation for quality professional development.

The school intends to budget at least 10% of its Title I Part A allocation for professional development.

3. Describe how the school will provide written notice to parents on the school’s “Needs Improvement” status and/or AMAO status.

The school will provide written notice to parents via USPS mail and via email (WebMail) in accordance with state requirements each fall.

4. Specify how Title I funds will be used to remove school from “Needs Improvement” status.

Title 1 funds will be aimed at improving the achievement of the students targeted as “at risk” in the specific core subjects (Reading/ELA and/or Math) through focused interventions (Response to Intervention) involving Tier 2 and Tier 3 programs that are supplemental to the core curriculum and by focused professional development for teachers on analyzing data, how to identify the at risk students and providing necessary and appropriate academic interventions for the at risk students.

5. Describe the school’s teacher mentoring program and how it supports the achievement of the school’s annual goals and objectives.

New teachers are assigned a mentor to assist with training and to answer questions. Mentors must be high performers, have a positive attitude, share commonalities with the new teacher and be willing to dedicate time outside of regular teaching responsibilities.

**Part VIII: REQUIRED ELEMENTS FOR TITLE I SCHOOLS**

Title I schools, identified as “Needs Improvement,” MUST complete Items 1 through 5 on this page. Title I Schools operating a Schoolwide Program, MUST complete Items 6 through 10 on this page.

6. Describe the school’s strategies to attract high-quality highly qualified teachers to your school.

N/A

7. Describe the school’s strategies to increase parent involvement in accordance with Section 1118 of NCLB, such as family literacy services.

N/A

8. Describe the school’s plans for assisting preschool children in the transition from early childhood programs, such as Head Start, Even Start, Early Reading First, or a state-run preschool program, to local elementary school programs.

N/A

9. Identify the measures that include teachers in decisions regarding the use of academic assessments.

N/A

10. Provide assurance that federal, state, and local services are coordinated and integrated into the school improvement efforts.

N/A

**Part IX: REQUIRED ELEMENTS FOR NON-TITLE I SCHOOLS**

Non-Title I schools, identified as “Needs Improvement,” MUST complete this page.

1. Describe how and when the school will provide written notice to parents on the school’s “Needs Improvement” status and/or AMAO status.
2. Describe the school’s teacher mentoring program and how it supports the achievement of the school’s annual goals and objectives.

# Attachment E

## **Summary Report on Progress in Meeting Mission and Goals**

**Mission:** Nevada Connections Academy is an innovative K-12 distance-learning public charter school whose mission is to maximize academic achievement for students throughout Nevada who need an alternative to the traditional classroom. Working from home (or occasionally, at the parent's discretion, at a supervised community location such as a library) under the guidance of Nevada certified teachers with whom they interact via technology following a Personalized Learning Plan, Nevada Connections Academy students will engage in a rigorous, Nevada standards-aligned curriculum that is rich in print, enhanced by technology, and tailored to their individual learning needs.

### **STUDENT ACADEMIC GOALS (TIER 1)**

#### **Student Academic Goal 1–Student Progress:**

Nevada Connections Academy students will demonstrate ongoing progress during each quarter of the school year as measured by three intertwined metrics – attendance, participation, and performance:

**Attendance** (as logged by the Learning Coach and verified by the teacher): Students will average a **90%** attendance rate over the course of the school year. Attendance is recorded electronically with appropriate controls in the LMS and verified as accurate and legitimate by teacher professional judgment based on actual student work products. The attendance rate is reported each month to the Governing Body.

**Participation** (completion of lessons, assessments and portfolio items in timely manner and at an appropriate pace for a particular student): Students will average an **80%** participation rate over the course of the school year. The participation rate is reported each month to the Governing Body.

**Performance** (mastery of concepts across all core academic subjects, measured on internal assessments, including quizzes, tests and portfolios): Students will average a **75%** performance rate over the course of the school year. The performance rate is reported each month to the Governing Body.

**Measurement:** Data tracked in real-time for each student through LMS.

**Timeframe:** Reported monthly to Governing Body, rolled up annually for measurement of this goal.

**Results Summary:** NCA met/exceeded this goal for all three metrics, in all years, with the exception of 2007 performance, as documented in the tables below.

<b>Month/Year</b>	<b>Attendance</b>	<b>Participation</b>	<b>Performance</b>
September 2007	90%	77%	73%
October 2007	99%	100%	74%
November 2007	97%	100%	74%
December 2007	93%	96%	74%
January 2008	95%	96%	73%
February 2008	99%	96%	76%

March 2008	98%	94%	75%
April 2008	100%	6%	74%
May 2008	100%	95%	73%
June 2008	100%	98%	72%
<b>Average</b>	<b>97.1%</b>	<b>85.8%</b>	<b>73.8%</b>

Month/Year	Attendance	Participation	Performance
September 2008	99%	100%	76%
October 2008	100%	100%	74%
November 2008	100%	100%	75%
December 2008	100%	100%	75%
January 2009	100%	100%	76%
February 2009	100%	100%	76%
March 2009	100%	98%	75%
April 2009	100%	97%	76%
May 2009	100%	94%	76%
June 2009	100%	94%	76%
<b>Average</b>	<b>99.9%</b>	<b>98.3%</b>	<b>75.5%</b>

Month/Year	Attendance	Participation	Performance
September 2009	99%	100%	79%
October 2009	100%	100%	78%
November 2009	100%	100%	78%
December 2009	100%	94%	79%
January 2010	100%	96%	79%
February 2010	100%	94%	79%
March 2010	100%	93%	78%
April 2010	100%	93%	78%
May 2010	100%	92%	78%
June 2010	100%	92%	77%
<b>Average</b>	<b>99.9%</b>	<b>95.4%</b>	<b>78.3%</b>

Month/Year	Attendance	Participation	Performance
September 2010	100%	100%	80%
October 2010	100%	100%	77%
November 2010	100%	100%	78%
December 2010	100%	96%	78%
January 2011	100%	98%	78%
February 2011	100%	96%	79%
March 2011	100%	96%	79%
April 2011	100%	95%	78%
May 2011	100%	94%	79%
June 2011	100%	92%	76%
<b>Average</b>	<b>100%</b>	<b>96.7%</b>	<b>78.2%</b>

Month/Year	Attendance	Participation	Performance
September 2011	100%	100%	79%
October 2011	100%	100%	77%
November 2011	100%	100%	77%
December 2011	98%	94%	77%
January 2012	100%	96%	78%
February 2012	100%	95%	78%
March 2012	100%	94%	78%
April 2012	100%	92%	78%
May 2012	100%	92%	78%
June 2012	100%	92%	78%
<b>Average</b>	<b>99.8%</b>	<b>95.5%</b>	<b>77.8%</b>

**Student Academic Goal 2-Yearly Growth:**

At least 75% of Nevada Connections Academy students will demonstrate satisfactory academic growth within each year in the school.

**Measurement:** Longitudinal Evaluation of Academic Progress (LEAP) pre- and post-testing. A student will be deemed as having demonstrated “satisfactory academic growth” if she or he gains 10 percentage points from pre-test to post-test OR has a post-test score of at least 75%.

**Timeframe:** Administered at the beginning and end of each school year; results analyzed and reported annually.

**Results Summary:** NCA met/exceeded this goal in all years, as documented in the charts below.

Connections Academy measures gains in student achievement by utilizing a pretest/posttest model requiring students to take our Longitudinal Evaluation of Academic Progress® (LEAP). The LEAP program consists of two parts, Reading and Mathematics. To satisfy this testing requirement, a Connections Academy Reading assessment is administered to all students in grades 1-8 and a Connections Academy Math assessment is administered to all students in grades K-8.

Students receive a score of percent correct on the pretest and posttest LEAP assessments. Students have made satisfactory progress if they score a minimum of 75% on the posttest assessment and/or if they increase their score from the pretest to the posttest by 10 percent. The percentage of students making satisfactory progress in each grade as well as overall percentage is presented in the tables below for Reading and Math. Only students that took both the pretest and posttest assessments for a given subject in a given year were included in the tables below.

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**LEAP Reading (2008-09) - 2011-12**

Grade	2011-2012		2010-2011		2009-2010		2008-2009	
	Reading Pretest AND Posttest Takers	Reading Satisfactory Progress %	Reading Pretest AND Posttest Takers	Reading Satisfactory Progress %	Reading Pretest AND Posttest Takers	Reading Satisfactory Progress %	Reading Pretest AND Posttest Takers	Reading Satisfactory Progress %
1	57	94.7%	43	100.0%	18	100.0%	10	100.0%
2	45	100.0%	29	100.0%	32	93.1%	12	100.0%
3	31	100.0%	53	96.3%	27	96.2%	11	100.0%
4	51	76.5%	50	77.5%	40	80.0%	30	93.3%
5	73	80.8%	76	91.1%	45	92.1%	49	98.0%
6	101	80.2%	94	92.7%	96	93.6%	72	95.8%
7	111	88.3%	104	90.8%	87	78.8%	77	91.0%
8	98	82.7%	117	85.1%	87	84.6%	77	88.3%
Overall	567	86.1%	566	90.3%	432	88.3%	338	93.5%

**LEAP Math (2008-09 - 2011-12)**

Grade	2011-2012		2010-2011		2009-2010		2008-2009	
	Math Pretest AND Posttest Takers	Math Satisfactory Progress %	Math Pretest AND Posttest Takers	Math Satisfactory Progress %	Math Pretest AND Posttest Takers	Math Satisfactory Progress %	Math Pretest AND Posttest Takers	Math Satisfactory Progress %
K	49	100.0%	45	100.0%	40	97.5%	16	100.0%
1	56	98.2%	44	97.7%	18	100.0%	11	100.0%
2	48	95.8%	30	96.7%	32	100.0%	12	91.7%
3	34	94.1%	54	96.3%	29	89.7%	14	92.9%
4	52	76.9%	51	78.4%	40	67.5%	30	83.3%
5	74	73.0%	77	77.9%	45	71.1%	49	85.7%
6	101	76.2%	96	78.1%	95	77.9%	72	66.7%
7	112	73.2%	104	60.6%	83	79.5%	75	64.0%
8	103	61.2%	116	63.8%	87	71.3%	71	69.0%
Overall	629	79.2%	617	78.0%	469	80.2%	350	75.1%

**Student Academic Goal 3—Achievement Scores:**

Nevada Connections Academy students will perform equal to or better than comparable Nevada public schools on the Nevada Proficiency Examination Program. The school intends to meet Adequate Yearly Progress (“AYP”) as defined by the Nevada Department of Education beginning in Year 1; by Year 5, the school will aim to exceed statewide averages on required tests.

**Measurement:** Nevada Proficiency Examination Program and No Child Left Behind.

**Timeframe:** Assessments administered as defined in section 2.7(a), above; results analyzed and reported annually. Nevada Connections Academy intends to meet AYP beginning in Year 1 and exceed statewide averages by Year 5.

All numbers represent the percent of students who are proficient. Percentages in bold indicate the NCA percentage to be equal to or better than the district and state percent proficient.

**Results Summary:** The school made AYP in 2007-08 and 2009-10, but missed AYP in other years. In addition, the school exceeded statewide standards on Reading in all years in all grade bands except for grades 9-12 in 2007-08. Details of where the school met or exceeded statewide standards for all years and grade bands are found in the tables below. The final chart is a summary of AYP results for 2007-08 through 2011-12 school years for NCA.

**2007-08:** Nevada Connections Academy met standards for Adequate Yearly Progress (AYP) in 2007-2008 at all grade levels and made AYP.

**2008-2009:** Nevada Connections Academy met AYP standards at elementary grades in all areas except for low math performance in one subgroup. Secondary grades met all AYP standards except for a low participation rate in one subgroup in English/Language Arts and low participation and performance rates in one subgroup in Math.

**2009-2010:** Nevada Connections Academy met standards for Adequate Yearly Progress (AYP) in 2009-2010 at all grade levels and made AYP.

**2010-2011:** In 2010-2011, NCA made AYP at the secondary grade levels, but did not meet AYP standards at elementary grades for low performance in ELA in four subgroups and Math in five subgroups.

**2011-12:** In 2011-2012, NCA did not meet AYP standards at elementary grades for low performance in math for all subgroups and low performance in ELA for two subgroups. Additionally, the elementary levels did not meet the other indicator for AYP, as the result of a data entry/calculation error. Failure to meet AYP for two consecutive years at the elementary level resulted in the designation of In Need of Improvement (INOI). The secondary levels met all AYP standards except for low math performance in one subgroup.

*Reading Achievement Scores:*

Year	Grade Level	NCA	District	State
2007-2008	4-6	<b>68</b>	64	57
	7-8	<b>85</b>	64	57
	9-12	92	100	93
2008-2009	K-8	<b>70</b>	62	61
	9-12	<b>100</b>	90	93
2009-2010	K-8	<b>80</b>	68	64
	9-12	<b>97</b>	97	94
2010-2011	K-8	<b>62</b>	56	57
	9-12	<b>99</b>	95	94
2011-2012	K-8	<b>64</b>	62	61
	9-12	<b>94</b>	77	78

?

ARC Report

Percent Proficient

*Writing Achievement Scores:*

<b>Year</b>	<b>Grade Level</b>	<b>NCA</b>	<b>District</b>	<b>State</b>
2007-2008	4-6	26	51	51
	7-8	<b>79</b>	51	51
	9-12	88	100	87
2008-2009	K-8	48	45	52
	9-12	87	90	87
2009-2010	K-8	49	48	52
	9-12	<b>88</b>	77	85
2010-2011	K-8	50	52	53
	9-12	<b>87</b>	81	78
2011-2012	K-8	<b>78</b>	52	50
	9-12		76	76

*Math Achievement Scores:*

<b>Year</b>	<b>Grade Level</b>	<b>NCA</b>	<b>District</b>	<b>State</b>
2007-2008	4-6	<b>64</b>	47	60
	7-8	<b>76</b>	47	60
	9-12	81	91	72
2008-2009	K-8	57	54	62
	9-12	46	61	70
2009-2010	K-8	57	56	64
	9-12	59	58	72
2010-2011	K-8	56	57	68
	9-12	70	58	73
2011-2012	K-8	56	63	71
	9-12	<b>77</b>	65	73

*Science Achievement Scores:*

<b>Year</b>	<b>Grade Level</b>	<b>NCA</b>	<b>District</b>	<b>State</b>
2007-2008	4-6	77	55	55
	7-8	<b>86</b>	55	55
	9-12	60	*	*
2008-2009	K-8	<b>68</b>	57	59
	9-12	67	*	76
2009-2010	K-8	<b>60</b>	50	50
	9-12	75	69	79
2010-2011	K-8	<b>61</b>	51	51
	9-12	<b>83</b>	71	71
2011-2012	K-8	<b>58</b>	55	55
	9-12	<b>90</b>	71	74

Year	Grade	School Designation	ELA	Math	Other Indicator
2007-2008	9-12	High Achieving	Adequate	Adequate	Adequate
	7-8	High Achieving	Adequate	Adequate	Adequate
	4-6	High Achieving	Adequate	Adequate	Adequate
2008-2009	9-12	Watch	Watch	Watch	Adequate
	K-8	Watch	Adequate	Watch	Adequate
2009-2010	9-12	Adequate	Adequate	Adequate	Adequate
	K-8	Adequate	Adequate	Adequate	Adequate
2010-2011	9-12	Adequate	Adequate	Adequate	Adequate
	K-8	Watch	Watch	Watch	Adequate
2011-2012	9-12	Watch	Adequate	Watch	Adequate
	K-8	INOI (Year 1)	INOI	INOI	Watch

**SCHOOL NON-ACADEMIC GOALS (TIER 2)**

**School Non-Academic Goal 1–High-Quality Teaching:**

Nevada Connections Academy will provide its students with excellent, highly qualified teaching focused on the needs of each learner.

**Measurement:** 100% of the teachers will be Highly Qualified as defined under No Child Left Behind as documented by data in the LMS; at least 90% of parents each year will express satisfaction with their children’s teacher on the annual Parent Satisfaction survey (conducted by a third party with publicly reported results).

**Timeframe:** LMS data regarding teacher qualifications is maintained continuously and reported monthly to the Governing Body; Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**Results Summary:** The school had 100% Highly Qualified teachers in 2011-12 and 2012-13 school years, and since the 2008-09 school year has had over 90% parents express satisfaction with their child’s teacher.

The following data is provided from Connexus and reported to the governing board of the school on the Monthly School Report.

School Year	HQ Teachers
2007-2008	62%
2008-2009	70%
2009-2010	82%
2010-2011	94%
2011-2012	100%
2012-2013	100 %

The following data was provided from the annual Parent Satisfaction Survey conducted by a third party with publicly reported results, from the question “How Satisfied are you with the helpfulness of your child’s Connections Academy Teachers?”

School Year	Parent Satisfaction with Teachers
2007-2008	88.6%
2008-2009	95%
2009-2010	92.3%
2010-2011	94.4%
2011-2012	93.8%

**School Non-Academic Goal 2–School Community:**

Nevada Connections Academy will create a measurable sense of community within the virtual school environment.

**Measurement:** By the end of Year 1, the school will have Community Coordinators in place and families will have the opportunity to participate in at least one (1) field trip per month during each school year; in the annual Parent Satisfaction survey (conducted by a third party with publicly reported results), respondents will rate school events at least a 3.0 on a 4 point scale (Note, this is no longer reported on a 4-point scale; instead, this goal is considered met if 75% or more have rated an event good or excellent).

**Timeframe:** Data regarding Community Coordinators and field trips are reported monthly to the Governing Body; Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**Results Summary:** The school met this goal after year one. See tables below for detailed results.

School Year	# of Fieldtrips	# of Months events offered	# of Community Coordinators
2007-2008	13	5	*
2008-2009	51	10	6
2009-2010	116	10	1
2010-2011	157	10	4
2011-2012	156	10	3

\*All fieldtrips were facilitated by a licensed staff member

School Year	Parents who rated overall quality of CA events <i>Excellent or Good</i>
2007-2008	74.1%
2008-2009	81.3%
2009-2010	85.0%
2010-2011	85.8%
2011-2012	84.5%

**School Non-Academic Goal 3–Family Satisfaction:**

Nevada Connections Academy families will rate their school highly and be satisfied with their children’s school experience in Nevada Connections Academy.

**Measurement:** Parent satisfaction will measure at least 3.0 in overall program satisfaction on a 4 point scale in an annual Parent Satisfaction survey (conducted by a third party with publicly reported results). (Note, this is no longer reported on a 4-point scale; instead, this goal is considered met if 75% or more parents gave NCA a grade of A or B).

**Timeframe:** Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**Results Summary:** This goal was met in all years.

School Year	Parents who gave Connections Academy program overall grade of A or B
2007-2008	82.7%
2008-2009	92.5%
2009-2010	89.6%
2010-2011	90.4%
2011-2012	88.5%

**5.7(a) A written description of the mission and goals for the charter school. (NRS 386.520(2)(b)). In addition to the other goals identified, the applicant must choose at list one of the following six goals.**

See Mission, above. In addition to the six school-specific goals identified above in 5.7 with measurement metrics and timeframes, Nevada Connections Academy directly addresses the goals 1, 2 and 3 as defined in the Nevada charter school law. (In addition, the school indirectly addresses goals 4-6.)

**1. Improving the opportunities for pupils to learn:**

**Goal:** Nevada Connections Academy will provide a unique learning opportunity for students throughout the state whose learning needs, for a variety of reasons, cannot be effectively met in the traditional, brick-and mortar classroom.

**Measurement:** Student enrollment data indicating broad range of demographics, learning needs and geographic locations, including at least 25% low-income students; 10% students with special learning needs (including giftedness); 10% minority students; and 20% students from rural areas.

**Timeframe:** Ongoing, reported monthly to Governing Body.

**Results Summary:** this goal was met in all years.

<b>School Year</b>	<b>% Low Income (goal: 25%)</b>	<b>Special Needs (goal: 10%)</b>	<b>Minority (goal: 10%)</b>	<b>*Rural (goal: 20%)</b>
2007-2008	33	11	14	25
2008-2009	38	17	18	26
2009-2010	40	16	38	25
2010-2011	43	17	43	21
2011-2012	43	17	43	23
2012-2013	40	19	43	23

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All data was taken from the September Monthly School Report and Count Day reports.

\*Data for rural enrollment represents all students not residing in Clark or Washoe counties.

# Attachment F



**Attachment F**  
**Identity and Certification Status of**  
**Nevada Connections Academy**  
**Teaching Staff**

The list below represents current teachers working during the 2012-2013 school year.

Teacher Name	Position Description	HQ	HQ Certified Areas ( <b>Bold</b> indicates an area that is not HQ) ( <i>Italics</i> indicates a non-core area that cannot be HQ)	Cert. Number	Renewal Date
Amy Bosch	Secondary Social Studies Teacher	YES	<b>7-12 Social Studies</b>	21151	02/11/2017
Diana Cabarcas	Secondary Spanish Teacher	YES	<b>7-12 Spanish, TESL</b>	44175	02/16/2016
Jaclyn Campbell	Secondary English Teacher	YES	<b>7-12 English</b>	74158	11/02/2014
Bryanne Cerfoglio	Secondary Math Teacher	YES	<b>K-8 Elementary Teaching; K-12 SPED</b>	36409	02/25/2018
Keri Clark	Elementary Teacher	YES	<b>K-8 Elementary Teaching</b>	84074	07/18/2016
Maureen Cotner	Advisory Teacher	N/A	<b>7-12 Biological Science, Business</b>	71726	10/31/2013
Angela DeLuigi	Secondary Math Teacher	YES	<b>7-9 Middle/Jr. High Mathematics</b>	93640	12/14/2014
Jason Evans	Secondary Science Teacher	YES	<b>7-12 Physical Science, Economics, Biological Science</b>	80436	06/04/2013
Sharon Goldrup	SPED Teacher	YES	<b>K-12 Generalist</b>	86783	04/13/2016
Gina Hames	Advisory Teacher	N/A	<b>7-12 English</b>	91580	8/02/2017
Rebeckah Hoover	Secondary English Teacher	YES	<b>7-12 English</b>	66429	10/15/2016
Robin Hughes	SPED Teacher	YES	<b>K-12 Generalist; 7-12 Social Studies;</b>	82981	05/19/2017
Regina Johnson	Elementary Teacher	YES	<b>K-8 Elementary Teaching</b>	80113	04/01/2017
Sarah Jones	Secondary Math Teacher	YES	<b>7-12 General Science, Mathematics, Physical Science, History of the US and World</b>	55964	01/08/2014
Dianne Karp	SPED Teacher	YES	<b>7-12 Psychology; K-12 School Psychologist, Generalist, SER EMOT Disturbed; 7-A Alternative Education</b>	09148	02/23/2013

Matthew Ladwig	Secondary Educational Technology Teacher	YES	K-8 Elementary Teaching	22393	06/11/2013
Hillary Landrum	Secondary Math Teacher	YES	7-12 Mathematics	84117	11/04/2016
Lisa Malabago	Advisory Teacher	N/A	7-12 English; K-12 Counselor	49476	06/09/2014
Amanda Mawson	Secondary English Teacher	YES	7-12 English	36319	04/07/2014
Lynn McCann	Secondary Physical Education Teacher	YES	7-12 Biological Science, Physical Education, Health Education; K-12 School Administrator	99992	03/26/2013
Ryan McDowell	Secondary Social Studies Teacher	YES	7-12 Social Studies	87688	01/30/2017
Denylle McDowell	Secondary English Teacher	YES	7-12 English	44243	10/30/2014
Jim McLaughlin	Advisory Teacher	N/A	K-12 Counselor; 7-12 Social Studies	88688	03/23/2013
Christine McManus	Secondary Educational Technology Teacher	YES	7-A Communications Media, Computer Software	15026	05/21/2018
Christine Meyers	Secondary Art Teacher	YES	K-12 Art	62112	01/17/2013
James Meyers	Advisory Teacher	YES	7-12 Technology Education, Industrial Arts; K-12 School Administrator; 7-A Alternative Education	62114	08/15/2018
Wendy Meyers	Secondary Science Teacher	YES	7-12 Biological Science	87762	12/02/2012
Sherrie Miles-Syverson	Secondary Math Teacher	YES	7-12 Math w/Calculus, Reading; K-12 Reading	25878	07/12/2016
Robert Morgan	Gifted and Talented Teacher	YES	K-8 Teaching, Social Studies, Gifted and Talented; K-12 School Administrator	56355	08/30/2020
Victoria Neer	Secondary English Teacher	YES	7-12 English	37600	7/25/2016
Pamela Gilbert - Newburn	Elementary Teacher	YES	K-8 Elementary Teaching	60083	8/8/2014
Randall Proffit	SPED Teacher	YES	K-12 Generalist	67126	12/27/2013
Robert Reader	Secondary Social Studies Teacher	YES	7-12 Social Studies, Physical Science, Biological Science	51124	06/28/2016
Reva Rindy	Secondary English Teacher	YES	7-12 English	63405	05/16/2017
Linda Rodgers	Elementary Teacher	YES	K-8 Elementary Teaching	84384	04/17/2012
Mark Salinas	Advisory Teacher	N/A	7-12 English Teaching	07134	09/20/2017
Suzie Scholl	Secondary Art Teacher	YES	K-12 Art, Dance	63392	05/20/2014
Jill Schreidl	Elementary Teacher	YES	K-8 Elementary Teaching	63705	09/13/2017

Debora Schultz	Elementary Teacher	YES	K-8 Elementary Teaching	02413	12/22/2014
Lisa Sill	Secondary Science Teacher	YES	7-12 Biological Science, Psychology, General Science, Social Studies; 7-12 Computer Application	13578	11/15/2015
Kristine Sliter	Advisory Teacher	N/A	K-8 Elementary Teaching	47491	07/09/2017
Angela Smith	Elementary Teacher	YES	K-8 Elementary Teaching	75054	06/14/2015
Kevin Smoot	Secondary Physical Education Teacher	YES	7-12 Physical Education and Health; K-12 Physical Education	82667	03/12/2018
Lorissa Snyder	SPED Teacher	YES	K-12 Generalist	77064	12/06/2012
Alison Thomas	Elementary Teacher	YES	K-8 Elementary Teaching	84715	08/04/2018
Susan Thompson	Elementary Teacher	YES	K-8 Elementary Teaching	65630	06/17/2013
Andrea Tonkel	Secondary Science Teacher	YES	7-12 General Science, Biological Science	79296	01/12/2014
Victor Van Horn	Secondary Math Teacher	YES	7-12 Mathematics, Education and Health	26416	05/04/2017
Lindsay Velianoff	Elementary Teacher	YES	K-8 Elementary Teaching	68570	07/23/2014
Katrina Wachob	Elementary Teacher	YES	K-8 Elementary Teaching	67350	06/23/2016
Catherine Watkins	SPED Teacher	YES	K-12 Generalist	44408	04/11/2014
Hilary Webb	Secondary Math Teacher	YES	K-8 Elementary, Mathematics, Literacy, TESL	91258	02/18/2014
Kaysa Whittenberger	Secondary Social Studies Teacher	YES	7-12 Social Studies	76235	04/09/2015
Tarah Wiltsie	SPED Teacher	YES	K-8 Elementary Teaching, K-12 Generalist	81749	01/21/2016
Thomas Wolfe	Secondary English Teacher	YES	7-12 English	71958	01/31/2015

# Attachment G



**Attachment G**  
**Staff Satisfaction Survey Results 2008 – 2011**

	NEVADA			
	<u>2011</u> GPA	<u>2010</u> GPA	<u>2009</u> GPA	<u>2008</u> GPA
<b>OVERALL SATISFACTION WITH: (4-point scale)</b>				
Working for Connections Academy	2.86	2.93	3.50	3.18
Your immediate supervisor (reporting to immediate supervisor for at least 3 months)	2.91	2.80	3.16	3.54
Working with the corporate office (school employees only)	3.04	3.05	3.53	3.00
<b>Ratings below are calculated on a 6-point scale.</b>	<u>2011</u> Satisfac tion	<u>2010</u> Satisfac tion	<u>2009</u> Satisfac tion	<u>2008</u> Satisfac tion
<b>MANAGEMENT</b>				
In the last 30 days, I have received praise or recognition for my work.	3.98	4.16	4.73	5.06
I have the opportunity to use my talents for the betterment of the workplace.	4.53	4.40	5.03	5.00
I feel empowered to manage myself without close supervision.	4.93	4.71	5.67	5.24
I have confidence and trust in my immediate supervisor.	4.52	4.11	5.07	5.29
My immediate supervisor is fair and consistent with everyone in our department/school.	4.69	3.84	4.83	5.13
My immediate supervisor communicates everything I need to know to get my job done.	4.22	3.87	4.60	5.12
My immediate supervisor sets a clear direction for our department/school.	4.24	3.93	4.77	5.25
My immediate supervisor listens effectively.	4.55	4.16	5.03	4.94
My immediate supervisor effectively deals with conflict.	4.35	3.86	4.53	5.18
My immediate supervisor encourages and supports my professional development and involvement in training.	4.65	4.69	5.10	5.29
The workload in my department/school is distributed evenly.	4.42	3.41	4.03	4.88
<b>WORK ENVIRONMENT</b>				
At work, my opinions seem to count.	4.22	3.86	4.77	4.50
The mission/purpose of the company/school makes me feel	4.45	4.50	4.97	4.69

my job is important.				
My co-workers are committed to high quality work.	4.63	4.36	5.17	5.19
My co-workers and I work together well as a team.	4.55	4.52	5.27	5.25
I am challenged, stimulated and supported at work.	4.61	4.69	5.03	4.94
I feel that I am supported by my colleagues at work.	4.55			
Connections Academy attracts and retains outstanding employees.	4.22	4.18	4.90	4.40
People make an effort to positively influence results.	4.45	4.38	5.13	4.71
My office location meets the needs of my job.	5.40	4.73	5.41	4.94
My personal workspace meets the needs of my job.	5.44	4.91	5.14	5.31
I would recommend this company as a great place to work.	4.66	4.71	5.23	4.88
I am satisfied with the balance between my work life and personal life.	4.71	4.56	4.93	4.31
<b>CUSTOMER FOCUS</b>				
Customer feedback is openly shared and discussed.	4.29	4.16	5.27	5.24
Providing quality services to our customers is the most important priority of Connections Academy.	4.86	4.66	5.33	5.00
<b>COMPENSATION &amp; REWARDS</b>				
My total compensation reflects my efforts.	3.27	3.19	4.07	4.35
My salary and incentives are competitive with the marketplace.	2.98	2.86	3.60	4.19
I understand how my compensation is determined.	4.04	3.91	4.70	4.41
<b>EXPECTATIONS/COMMUNICATION</b>				
I know what is expected of me at work.	4.70	4.53	5.13	5.24
I have a clear understanding of my job.	4.89	4.84	5.00	5.29
Two-way communication is encouraged.	4.36	4.26	5.23	4.94
Feedback is acted upon when employees make suggestions for improvement.	3.94	3.42	4.77	4.29
I feel comfortable expressing my views on issues that are important to me, even when I know others may disagree.	3.63	3.58	4.90	4.35
Communication between employees at my location is good.	4.04	3.85	4.90	5.24
My department/school does a good job of involving employees in decisions that affect them.	3.94	3.50	4.87	4.88
Communication systems (personal, voice mail, email, etc.) are effective.	4.89	4.86	5.37	5.24
Employees have easy access to basic technologies for communication and for their jobs.	5.38	5.28	5.57	5.35
<b>TOOLS &amp; TECHNOLOGY</b>				
I have the right materials and equipment to get my job done.	5.27	5.05	5.30	4.53
I was provided with sufficient training to use the hardware and software required for my job.	4.84	4.23	5.07	4.53
I know who to contact if I have a problem with any hardware or software required for my job.	5.05	5.12	5.53	4.53
I receive a prompt response when I report a problem.	5.36	5.28	5.53	4.41
The capability and reliability of the LMS are adequate for my job.	5.13	5.14	5.40	4.82
<b>TRAINING &amp; DEVELOPMENT</b>				

In the last six (6) months my immediate supervisor discussed my performance and development.	5.53	5.44	5.00	5.53
I am involved in the goal-setting process of my performance appraisal.	5.11	5.40	5.40	
This year, I have had the opportunity to learn and grow.	4.98	5.10	5.47	5.18
I can see the opportunities for continued growth and development.	5.02	5.07	5.33	5.24
I was prepared to perform my job at the beginning of the year.	4.67	4.22	4.97	4.35
I am prepared to perform my job now.	5.24	5.14	5.47	5.29
I am satisfied with the Connections Academy employee training programs.	4.75	4.05	5.07	4.76
<b>SCHOOL LEADER</b>				
My School Leader (Principal/School Director/School CEO/Superintendent) clearly communicates school-wide goals and objectives.	4.58	3.83	5.27	5.41
My School Leader (Principal/School Director/School CEO/Superintendent) clearly communicates school-wide events, and board and/or state-level regulatory and legislative activities.	4.00	3.68	4.80	5.24
My School Leader (Principal/School Director/School CEO/Superintendent) presents a positive image of the school throughout the state.	4.74	4.23	5.40	5.41
My School Leader (Principal/School Director/School CEO/Superintendent) clearly communicates new and/or revised policies and procedures.	4.17	3.61	5.07	5.41
My School Leader (Principal/School Director/School CEO/Superintendent) is accessible to and known by our families.	4.14	4.24	5.33	5.18
<b>BENEFITS* (5-point scale)</b>				
Medical benefits	3.90	3.62	3.73	3.93
Dental benefits	3.83	3.49	3.78	3.50
Prescription program	3.78	3.60	3.73	3.71
Vision plan	3.69	3.39	3.70	3.31
Short and long-term disability programs	3.61	3.52	3.65	3.58
401(k) program	3.56	3.74	3.79	3.80
Flexible work arrangements	3.55	3.39	3.78	3.54
Benefit enrollment process	3.65	3.68	3.96	3.71
Claims process and customer service	3.67	3.78	4.00	3.71
Tuition reimbursement program	4.38	3.71	3.79	3.92
Vacation/personal days	3.88	3.80	4.00	3.36
Sick days	3.77	3.93	4.22	3.71
Holidays	3.92	3.95	4.08	3.50
Benefit communication process	3.43	3.67	4.00	3.21
Overall benefit affordability	3.67	3.37	3.48	3.50
<b>DEPARTMENTS Among employees with CA at least 3 months (5-point scale)</b>				
Accounting	3.77	3.66	4.19	3.46
Legal Affairs**		3.83	4.25	4.14

Internal Audit & Compliance**	4.21	4.23	4.27	4.14
Human Resources*** - Benefits	3.81	3.83	4.31	3.93
Human Resources*** - Payroll	3.98	3.83	4.31	3.93
Human Resources*** - Recruiting/Staffing	3.92	3.83	4.31	3.93
Human Resources*** - Employee Relations	3.74	3.83	4.31	3.93
Human Resources*** - Hris	3.51	3.83	4.31	3.93
Curriculum and Instruction	3.59	3.29	4.09	3.73
Data & LMS Support	3.71	3.95	4.27	3.86
Placement	3.50	3.59	3.65	3.78
Student Services (formerly Special Education Support)	3.82	3.83	3.86	4.00
School Management (formerly High School Support and Counseling)		3.29	4.05	3.78
School Support Team (formerly Professional Development and Instructional Support)	4.04	3.62	4.29	4.27
National Connections Academy	3.88	3.46	3.42	
Enrollment	3.39	3.36	3.63	3.40
Marketing	3.91	3.83	3.82	4.11
Facilities		3.60	3.92	4.29
MIS	4.03	4.24	4.36	
Fulfillment	3.85	3.81	3.80	4.10
Customer Support (formerly Technical Support)	3.84	3.82	3.82	3.73
State Relations		3.80	4.11	4.57
Development (formerly Technology/Development)		3.72	4.09	4.00
Technology/Multimedia Standards and Design		3.92	3.93	4.00
<b>CONNECTIONS ACADEMY COMPARED TO PREVIOUS EMPLOYERS</b>				
Management	4.36	3.98	5.07	
Work Environment	4.79	4.72	5.47	
Customer Focus	4.88	4.98	5.20	
Compensation & Rewards	3.28	2.90	3.77	
Benefits	4.06	3.74	4.00	
Expectations & Communication	4.32	3.91	5.13	
Tools & Technology	5.21	5.33	5.43	
Training & Development	4.87	4.21	5.23	
School/Department Leadership	4.40	3.56	4.97	

# Attachment H

NEVADA CONNECTIONS ACADEMY

AUDITED FINANCIAL STATEMENTS

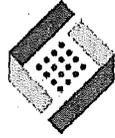
JUNE 30, 2012

(With Report of Independent Certified Public Accountants Thereon)

*L.L. Bradford & Company, LLC*  
*Certified Public Accountants & Consultants*

NEVADA CONNECTIONS ACADEMY  
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JUNE 30, 2012

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**L.L. Bradford**  
Certified Public Accountants & Consultants

## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Governing Body  
Nevada Connections Academy  
Reno, Nevada

We have audited the accompanying financial statements of the governmental activities, and the aggregate remaining fund information of the Nevada Connections Academy (the "Academy"), as of and for the year ended June 30, 2012, listed in the foregoing table of contents. These financial statements are the responsibility of the Academy's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and the aggregate remaining fund information of the Academy as of June 30, 2012, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 19, 2012, on our consideration of the Academy's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

As described in Note 1 to the financial statements, the Academy adopted Governmental Accounting Standards board Statement Number 34 *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments* during the year ended June 30, 2012.

Management's Discussion and Analysis is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

*L.L. Bradford & Company, LLC*

L.L. Bradford & Company, LLC

October 19, 2012

Las Vegas, Nevada

Nevada Connections Academy  
Management's Discussion and Analysis  
June 30, 2012

As management of the Nevada Connections Academy, hereafter referred to as "the Academy", we offer readers of the Academy's financial statements this narrative overview and analysis of the financial activities of the Academy for the fiscal year ended June 30, 2012. We encourage readers to read the information presented here in conjunction with additional information that we have furnished in the School's financial statements, which follow this narrative.

**Financial Highlights**

- The assets of the Academy exceeded its liabilities at the close the fiscal year by \$613,897.
- As of the close of the current fiscal year, the Academy's governmental funds reported combined ending fund balances of \$543,754.
- Audited Enrollment Count Day Figure was 1,685.
- The Academy has no long-term debt.

**Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the Academy's basic financial statements. The School's basic financial statements consist of three components; 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. The basic financial statements present two different views of the School through the use of government-wide statements and fund financial statements. In addition to the basic financial statements, this report contains other supplemental information that will enhance the reader's understanding of the financial condition of the Academy.

**Basic Financial Statements**

The first two statements (pages 5 and 6) in the basic financial statements are the **Government-wide Financial Statements**. They provide both short and long-term information about the Academy's financial status.

The next statements (pages 7 and 8) are **Fund Financial Statements**. These statements focus on the activities of the individual parts of the Academy's government. These statements provide more detail than the government-wide statements.

The next section of the basic financial statements is the **notes**. The notes to the financial statements explain in detail some of the data contained in those statements.

**Government-wide Financial Statements**

The government-wide financial statements are designed to provide the reader with a broad overview of the Academy's finances, similar in format to a financial statement of a private-sector business. The government-wide statements provide short and long-term information about the Academy's financial status as a whole.

The two government-wide statements report the Academy's net assets and how they have changed. Net assets are the difference between the Academy's total assets and total liabilities. Measuring net assets is one way to gauge the Academy's financial condition.

**Fund Financial Statements**

The fund financial statements provide a more detailed look at the Academy's most significant activities. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Academy, like all other governmental entities in Nevada, uses fund accounting to ensure and reflect compliance (or non-compliance) with finance-related legal requirements, such as the General Statutes or the Academy's budget ordinance.

**Notes to Financial Statements** – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 9 of this report.

**Governmental Funds:** The focus of the Academy's governmental funds is to provide information on near-term inflows, outflows, and balances of usable resources. Such information is useful in assessing the Academy's financing requirements. Specifically, unreserved fund balance can be a useful measure of a government's net resources available for spending at the end of the fiscal year.

The general fund is the chief operating fund of the Academy.

At June 30, 2012, the governmental funds of the Academy reported fund balance of \$543,754.

**Academy's Capital Assets**

Leasehold improvements	\$	12,263
Equipment		18,565
Furniture		<u>108,820</u>
		139,648
Less: Accumulated Depreciation		<u>(69,505)</u>
	\$	<u>70,143</u>

**Economic Factors**

The Academy originally received authorization in 2007 from the Nevada State Board of Education to operate as a grade 4–12 school. In August 2008, the Academy received permission from the State Board to add grades K–3 beginning with school year 2008–09. The Academy began serving students throughout Nevada in grades K–12 for the fiscal year ended June 30, 2009, and for the fiscal year ended June 30, 2012, the Academy's audited enrollment count day figure was 1,685. The Academy anticipates continued growth in student enrollment.

**Requests for Information**

This report is designed to provide an overview of the Academy's finances for those with an interest in this area. Questions concerning any of the information found in this report or requests for additional information should be directed to Kirsten Liebendorfer, Treasurer, Nevada Connections Academy, 175 Salomon Circle, Suite 201, Sparks, NV 89434, telephone (775) 826-4200.

NEVADA CONNECTIONS ACADEMY  
STATEMENT OF NET ASSETS  
GOVERNMENT ACTIVITIES - GENERAL  
JUNE 30, 2012

ASSETS

Cash	\$ 2,497,936
Accounts receivable	60,077
Property and equipment, net	70,143
Prepaid expenses	6,601
Deposits	4,500
Total assets	<u>\$ 2,639,257</u>

LIABILITIES AND NET ASSETS

Liabilities	
Accounts payable	\$ 121,955
Accrued liabilities	342,287
Due to related party	<u>1,561,118</u>
Total current liabilities	2,025,360
Net assets	
Net assets	<u>613,897</u>
Total net assets	<u>613,897</u>
Total liabilities and net assets	<u>\$ 2,639,257</u>

See Accompanying Notes to the Financial Statements

NEVADA CONNECTIONS ACADEMY  
STATEMENT OF ACTIVITIES  
GOVERNMENT ACTIVITIES - GENERAL  
FOR THE YEAR ENDED JUNE 30, 2012

Revenues:	
General sources	\$ 11,133,456
Federal sources	<u>170,241</u>
Total revenue	11,303,697
Expenditures:	
Instructional programs	
Salaries	1,991,317
Employee benefits	846,762
Professional and technical services	1,945,660
Supplies	2,246,025
Travel and meals	87,794
Purchased services	987,833
Payroll taxes	75,550
Postage and shipping	71,643
Sponsor admin services	100,153
Other	<u>583,885</u>
Total instructional programs expenditures	<u>8,936,622</u>
Support services	
Salaries	554,686
Employee benefits	153,219
Professional and technical services	38,640
Postage and shipping	17,542
Utilities	86,234
Rent	78,313
Depreciation	23,346
Payroll taxes	7,530
Professional services - related party	1,386,985
Other	<u>52,551</u>
Total support services expenditures	<u>2,399,046</u>
Total expenditures	<u>11,335,668</u>
Excess of expenditures over revenues	(31,971)
Net assets, beginning of year	<u>645,868</u>
Net assets, end of year	<u><u>\$ 613,897</u></u>

See Accompanying Notes to the Financial Statements

NEVADA CONNECTIONS ACADEMY  
BALANCE SHEET  
GOVERNMENT FUND - GENERAL  
JUNE 30, 2012

ASSETS

Cash	\$	2,497,936
Accounts receivable		60,077
Prepaid expenses		6,601
Deposits		4,500
 Total assets		 <u><u>\$ 2,569,114</u></u>

LIABILITIES AND FUND BALANCES

Liabilities

Accounts payable	\$	121,955
Accrued liabilities		342,287
Due to related party		<u>1,561,118</u>
Total current liabilities		2,025,360

Fund Balance

Unreserved fund balance		<u>543,754</u>
Total fund balance		<u>543,754</u>

Total liabilities and fund balance	\$	<u><u>2,569,114</u></u>
------------------------------------	----	-------------------------

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds	\$	543,754
		<u>70,143</u>
Reconciliation to net assets	\$	<u><u>613,897</u></u>

See Accompanying Notes to Financial Statements

NEVADA CONNECTIONS ACADEMY  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
GOVERNMENT FUND - GENERAL  
FOR THE YEAR ENDED JUNE 30, 2012

Revenues:	
State of Nevada	\$ 11,133,456
Federal sources	170,241
Total revenue	<u>11,303,697</u>
Expenditures:	
Current	
Instructional programs	
Salaries	1,991,317
Employee benefits	846,762
Professional and technical services	1,945,660
Supplies	2,246,025
Travel and meals	87,794
Purchased services	987,833
Payroll taxes	75,550
Postage and shipping	71,643
Sponsor admin services	100,153
Other	583,885
Total instructional programs expenditures	<u>8,936,622</u>
Support services	
Salaries	554,686
Employee benefits	153,219
Professional and technical services	38,640
Postage and shipping	17,542
Utilities	86,234
Property	78,313
Payroll taxes	7,530
Professional services - related party	1,386,985
Other	52,551
Total support services expenditures	<u>2,375,700</u>
Total expenditures	<u>11,312,322</u>
Excess of expenditures over revenues	(8,625)
Fund balance, beginning of year	<u>552,379</u>
Fund balance, end of year	<u>\$ 543,754</u>

See Accompanying Notes to Financial Statements

NEVADA CONNECTIONS ACADEMY  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012

I. Summary of significant accounting policies

The financial statements of the Nevada Connections Academy (the "Academy") have been prepared in conformity with accounting principles generally accepted in the United States (GAAP) applicable to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Reporting entity – Nevada Connections Academy is a "charter school", established in April 2007 under Nevada Revised Statute. The Academy's major operation is to provide innovative educational services outside the traditional classroom, emphasizing accountability and performance for students and staff for grades kindergarten through twelfth.

The Academy receives funding from state and government sources and must comply with the requirements of these funding sources. However, the Academy is not included in any other governmental "reporting entity," as defined in GASB pronouncements, since its Governing Body has decision-making authority, the power to designate management, the ability to significantly influence operations and primary accountability for fiscal matters.

Connections Academy of Nevada, LLC – The Academy entered into a professional services agreement with Connections Academy of Nevada, LLC, a Nevada limited liability company (CAN) in April 2007. All services provided by CAN must have prior approval by the Board of Trustees of the Academy.

The Educational Services that CAN provides for the Academy are as follows.

- Instructional materials used by students.
- Development of personalized learning plans for each student.
- Facilitate a series of assessments administered to students to gauge mastery of core concepts and readiness for the State of Nevada's standardized tests.
- Establish an accessible location for testing by each student that shall be no more than fifty (50) miles from the student's residence.
- Employ one or more persons who will be designated as school Principal. CAN may also employ one or more persons to be designated as Assistant Principals, Special Education Managers or Coordinators or other administrative or clerical staff.
- Recruit learning coaches willing to volunteer their services to coordinate community activities.
- Provide human resources including recruiting, payroll administration, (including processing the payroll, collecting and remitting taxes, etc.), and benefits administration provided for in the budget. CAN is responsible for recruiting, training, assigning and supervising Teachers and shall strive to maintain teaching staff at a ratio as set forth in the Charter Application.
- Provide access to additional educational support staff in the areas of special education, gifted education and curriculum services with such staff being available to teachers via emails and toll-free telephone during the school year.
- Provide to the Academy a non assignable limited license for the use of its Learning Management System by all individuals required to access the system in order to provide the Educational services.
- Provide hardware and software to each student, the hardware and software shall not become property of the student but must be returned upon withdrawal from the program. Each student/household shall receive payments which shall be changed depending on the average cost of dial-up Internet service available in Nevada for at least 150 hours per month.
- Provide toll-free technical support and maintenance of any computer hardware or software provided to the students.
- Maintenance of Student and Charter School Records in accordance with state, local and federal requirements.

NEVADA CONNECTIONS ACADEMY  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012

1. Summary of significant accounting policies (Continued)

- Services to special needs students by providing software and associated protocols for the development of individualized education programs.
- Provide and maintain in good working condition the following for all personnel under the control or supervision of CAN; office supplies, telephone service, data lines, computer hardware and software, and office support equipment, including means of photocopying, materials assembly and the like.
- Responsible for providing to the governing body any such reports as are required by law or regulation and will assist in providing any information required by the Charting Authority, the Nevada Department of Education, or its auditors.

The Academy has executed the Trademark License Agreement and can use the name and the logo of Connections Academy, LLC.

In addition to the educational services described above, CAN will also identify, count and keep accurate records of the number of enrolled students and their days present and absent, and all other data required in order to determine funding under State law. CAN acknowledges that the Academy is the fiscal agent recognized by the State and that all payments which the Academy is entitled to will be deposited directly into the accounts maintained by the Academy and will not be dispersed to CAN.

CAN will also provide reports to the Governing Body which detail the data needed for funding, as well as a financial report covering all receipts and payments made under the agreement. CAN shall also prepare any supporting documentation as is required for any financial or regulatory audit of the Academy. CAN will also cooperate fully in assisting with completion of the annual financial audit and annual financial report. CAN will prepare the final Budget for approval by the Board of Trustees.

For compensation of the above educational and management services the Board of Trustees has approved a fee schedule whereby the expenses are charged to the Academy monthly based upon bases contained in the fee schedule. CAN is also reimbursed for direct expense that CAN has paid on behalf of the Academy. Payments to CAN are to be made with-in thirty (30) days of receipt of funding.

The agreement was amended June 7, 2011, to extend the term for another two years through June 30, 2013.

Prepaid Items – Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

Basis of presentation – fund accounting – The accounts of the Academy are organized and operated on the basis of funds and account groups, each of which is presented as a separate accounting entity. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts comprised of assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. The account groups are not funds but are a reporting device used to account for certain assets and liabilities of the governmental funds that are not recorded directly in those funds.

Government resources are allocated and accounted in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The operations of the Academy's funds are accounted with separate sets of self-balancing accounts that comprise their assets, liabilities, fund equity, revenues and expenditures.

NEVADA CONNECTIONS ACADEMY  
 NOTES TO FINANCIAL STATEMENTS  
 JUNE 30, 2012

1. Summary of significant accounting policies (Continued)

The Academy has the following fund categories (further divided by fund type) and account groups:

Governmental funds – are used to account for the Academy’s general government activities. Governmental funds include the following fund types:

General Fund– The General Fund is the general operating fund for the Academy. It is used to account for all financial resources not accounted in other funds.

Account Groups – The general fixed assets account group is used to account for fixed assets that are not accounted for in proprietary or trust funds.

Capital assets – The School's capital assets are recorded at original cost. Donated assets are listed at their estimated fair value at the date of donation. The total of these estimates is not considered large enough that any errors would be material when capital assets are considered as a whole.

It is the policy of the School to capitalize all capital assets costing more than \$1,000 with an estimated useful life of two or more years. In addition, other items which are purchased and used in large quantities such as office furniture are capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets. All depreciable assets are depreciated using the straight-line method of depreciation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets are depreciated over the following estimated useful lives:

	Years
Leasehold improvements	Life of the lease
Equipment	5
Furniture	7

Measurement focus and basis of accounting – The term, “basis of accounting,” refers to the method used for revenues and expenditure recognition in the accounts and reporting in the financial statements and relates to the timing of the measurements made, regardless of the measurement focus applied. Under GAAP, all governmental funds are accounted using a modified accrual basis of accounting under which revenues are recognized when they become measurable and available as net current assets. Expenditures are recognized generally under the modified accrual basis of accounting in use when the related fund liability is incurred.

The Academy adopted, the Governmental Accounting Standards Board issued Statement No. 34, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments* (GASB 34). GASB 34 established accounting and financial reporting standards for general purpose external financial reporting by state and local governments.

*Government-wide Financial Statements.* The government-wide financial statements are reported using the economic resources measurement focus. The government-wide financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the School gives (or receives) value without directly receiving (or giving) equal value in exchange, include grants and donations. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NEVADA CONNECTIONS ACADEMY  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012

1. Summary of significant accounting policies (continued)

*Governmental Fund Financial Statements.* Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The School considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. These could include federal, State, and county grants, and some charges for services. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Under the terms of grant agreements, the School funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net assets available to finance the program. It is the School's policy to first apply cost-reimbursement grant resources to such programs, and then general revenues.

All governmental and business-type activities and enterprise funds of the School follow FASB Statements and Interpretations issued on or before November 30, 1989, Accounting Principles Board Opinions, and Accounting Research Bulletins, unless those pronouncements conflict with GASB pronouncements.

In the governmental fund financial statements, reservations of fund balance represent amounts that are not appropriable or are legally segregated for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net assets – governmental activities as reported in the government-wide statement of net assets. The net adjustment of \$70,143 consists of the following:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Capital assets used in governmental activities are not financial resources are therefore not reported in the funds (total capital assets on government-wide statement in governmental activities column).	\$ 139,648
Less accumulated depreciation	(69,505)
Total adjustment	<u>\$ 70,143</u>

NEVADA CONNECTIONS ACADEMY  
 NOTES TO FINANCIAL STATEMENTS  
 JUNE 30, 2012

1. Summary of significant accounting policies (continued)

Net assets/ Fund balances – In March 2009, the GASB issued Statement No. 54, Fund Balance Reporting and Governmental Fund-type definitions. The objective of this statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund-type definitions. This statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed on the use of the resources reported in governmental funds. Under this standard, the fund balance classifications of reserved, designated, and unreserved/undesignated were replaced with five new classifications - nonspendable, restricted, committed, assigned, and unassigned.

- Nonspendable fund balance represents amounts that are not in a spendable form. The nonspendable fund balance represents inventories and prepaid items.
- Restricted fund balance represents amounts that are legally restricted by outside parties for a specific purpose (such as debt covenants, grant requirements, donor requirements, or other governments) or are restricted by law (constitutionally or by enabling legislation).
- Committed fund balance represents funds formally set aside by the governing body for a particular purpose. The use of committed funds would be approved by resolution.
- Assigned fund balance represents amounts that are constrained by the expressed intent to use resources for specific purposes that do not meet the criteria to be classified as restricted or committed. Intent can be stipulated by the governing body or by an official to whom that authority has been given by the governing body.
- Unassigned fund balance is the residual classification of the General Fund. Only the General Fund may report a positive unassigned fund balance. Other governmental funds would report any negative residual fund balance as unassigned.

The Academy has no restricted or committed fund balances at year ended June 30, 2012.

2. Cash

As of June 30, 2012, the bank balance and carrying value of the Academy's deposits with the bank was \$2,497,936. The Company maintains cash balances at a financial institution with accounts insured by the Federal Deposit Insurance Corporation up to \$250,000. As of June 30, 2012, the Company uninsured balances totaled \$2,247,936.

3. Property and equipment

The property and equipment as of June 30, 2012 are as follows:

Leasehold improvements	\$	12,263
Equipment		18,565
Furniture		108,820
		139,648
Less: Accumulated Depreciation		(69,505)
		\$ 70,143

NEVADA CONNECTIONS ACADEMY  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012

4. Related party transactions

During April 2007, the Academy entered into a professional services agreement with Connections Academy of Nevada, LLC (CAN), to provide educational and management services (see Note 1). Certain expenses are paid for by CAN and then allocated to the Academy based on a per student average. CAN bills the Academy for these services and expenses on a monthly basis. As of June 30, 2012 the unpaid balance due from the Academy totals \$1,561,118 for these services recorded as Due to related party. The professional services fee incurred by the Academy for the services provided by CAN totaled \$1,386,985 for the year ended June 30, 2012 recorded as Professional services – related party.

5. Retirement plan

The Academy contributes to the Public Employees' Retirement System (PERS), a cost-sharing, multiple-employer, defined benefit pension plan administered by the Nevada Public Employees' Retirement System. PERS provides plan members and beneficiaries with retirement and disability benefits, cost-of-living adjustments, and death benefits. PERS was established by legislation in 1947. The PERS Board is the governing body of PERS with responsibility for administration and management. This autonomous, seven-member Board is appointed by the Governor of the State of Nevada. PERS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information for PERS. That report may be obtained by writing to Public Employees' Retirement System of Nevada, 693 W. Nye Lane, Carson City, NV 89703-1599 or toll free by calling (866) 473-7768.

Benefits, as required by statute, are determined by the number of years of accredited service at the time of retirement and the member's highest average compensation in any 36 consecutive months. Benefit payments to which participants may be entitled under the System include pension benefits, disability benefits, and death benefits.

Full-time and part-time employees of the Academy are eligible to participate in PERS upon hire. Employees that are eligible have a choice of contribution plans. If an employee chooses the Employer-Paid option, their salary is reduced by 10.712%, and NCA would contribute 21.5% of earnings to PERS on their behalf. In the event of termination of employment covered by PERS, the employee would not be eligible for a refund. If an employee chooses the Employee/Employer-Paid option, a contribution of 11.25% of gross earnings is deducted from each pay. The Academy makes an additional contribution of 11.25% of earnings on their behalf.

In the event of termination of employment covered by PERS, employee contributions will be available for refund to the member. If a member chooses the employee/employer contribution plan, they can elect to contribute under the employer-paid plan at a future date. Choice of the employer-paid contribution plan is a one-time election and cannot be reversed.

The Academy's contributions to the plan for the year ended June 30, 2012 was \$306,450, equal to the required contributions for the year.

NEVADA CONNECTIONS ACADEMY  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012

6. Capital assets

Capital asset activity for the year ended June 30, 2012 was as follows:

Governmental Activities:	Beginning Balance	Increases	Decreases	Ending Balance
Leasehold improvements	\$ 12,263	\$ -	\$ -	\$ 12,263
Equipment	18,565	-	-	18,565
Furniture	108,280	-	-	108,820
	<u>\$ 139,648</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 139,648</u>
Less: accumulated depreciation	<u>(46,159)</u>	<u>(23,346)</u>	<u>-</u>	<u>(69,505)</u>
Governmental capital assets, net	<u>\$ 93,489</u>	<u>\$ (23,346)</u>	<u>\$ -</u>	<u>\$ 70,143</u>

7. Capital assets

The Academy has evaluated subsequent events through October 19, 2012, the date the financial statements were issued.



**L.L. Bradford**  
Certified Public Accountants & Consultants

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

Governing Body  
Nevada Connections Academy  
Reno, Nevada

We have audited the accompanying financial statements of the governmental activities, and the aggregate remaining fund information of the Nevada Connections Academy (the "Academy"), as of and for the year ended June 30, 2012, and have issued our report thereon dated October 19, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

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

In planning and performing our audit, we considered the Academy's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Academy's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects Academy's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Academy's financial statements that is more than inconsequential will not be prevented or detected by the Academy's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Academy's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, Board of Trustees and the Nevada Department of Taxation, and federal awarding agencies and pass-through agencies and is not intended to be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

*L.L. Bradford & Company, LLC*

L.L. Bradford & Company, LLC

October 19, 2012

Las Vegas, Nevada

# Attachment I

**NEVADA CONNECTIONS ACADEMY**  
**ANNUAL PERFORMANCE AUDIT – FINAL DETERMINATION**  
**FOR STATE PUBLIC CHARTER SCHOOL AUTHORITY**  
**2011-2012 SCHOOL YEAR**  
**BY Michael Shafer, Auditor**  
**Audit No: 12-2711-272**

7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management. NAC 386.410(7), NAC 387.765(1)

**COMPLIANT**

**PRIOR YEAR FINDING:** The school did not use a receipting procedure for collecting funds from students or parents. Additionally, items in Item #10 were also considered to be a finding for Item #7-fiscal management as well.

10. A determination whether the charter school complies with NRS 386.573 regarding orders for payment of money.

**NON COMPLIANT**

**COMMENTS:** The school appears to have in place a viable internal controls structure. However, some exceptions to the school's procedures were noted during our audit. There was an invoice from Pitney Bowes for postage refills which included charges to several Connections Academy schools (not just Nevada Connections Academy) and a finance charge. The finance charge was computed with a 22% interest rate and the interest charge was divided among the various schools (including Nevada Connections Academy) listed on the invoice. Since it is not clear why Nevada Connections Academy incurred this interest charge, the charge should be disallowed.

We noted several of the smaller dollar purchases were not pre-approved.

The school appears to correctly follow GSA travel rates for hotels, meals and mileage. However, the school's written travel policy should be updated to state GSA rates are used to reimburse employees for travel.

**CORRECTIVE ACTION:** During our exit conference with the school, representatives from Connections Academy (Nevada Connections Academy's Educational Management Organization (EMO)) stated that Pitney Bowles will total and credit the finance charges back in their June invoice. The EMO claimed they had taken steps to ensure this does not happen next year. The School claims to be in the process of setting up an open PO system for small purchases which will ensure appropriate pre-approvals.

The school stated they will add language specifically identifying the use of GSA rates to their travel reimbursement policy.

The School's corrective action appears reasonable.

**RESPONSE:** The School responded by stating three steps had been implemented to ensure these items to do not happen again:

- 1) Pamela Trickett, CPA, Connections Education Accounts Manager, stated that the Pitney Bowles incident was due to billing irregularities and the School will be credited any overages during the year. The process will also be modified going forward to have a single invoice which will eliminate the need for adjustments and credits at year end.
- 2) A purchase order system is in place for all purchases, including open purchase orders for ongoing school expenditures.
- 3) The Accounts Payable Department is currently in the process of drafting revisions to Nevada Connections' travel policy to include the use of GSA rules.

**STATUS: NON COMPLIANT**

We consider the School's corrective action to be reasonable.

**PRIOR YEAR FINDING:** The school did not have administrative approval for most expenses, there was no supporting documentation for one check that was tested and voided checks were just shredded with no documentation to prove the void.

15. A description of the attendance policy of the charter school and a determination whether the policy is (NAC 386.350(4)):

- a. Distributed to each pupil at the beginning of the school year and to each new pupil who enters the school during the school year; and
- b. Available for public inspection at the school

**COMPLIANT**

Per 2011-2012 Pupil Enrollment and Attendance Audit

23. If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding age enrollment for pupils in those grades.

**COMPLIANT**

Per 2011-2012 Pupil Enrollment and Attendance Audit

# Attachment J

KEITH W RHEAULT  
Superintendent of Public Instruction

GLORIA P. DOPF  
Deputy Superintendent  
Instructional, Research and Evaluative  
Services

JAMES R. WELLS  
Deputy Superintendent  
Administrative and Fiscal Services

STATE OF NEVADA



DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687 - 9200 · Fax: (775) 687 - 9101

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
(702) 486-6455  
Fax: (702) 486-6450

MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

### Charter School Budget

Nevada Connections Academy herewith submits the **FINAL**  
budget for the fiscal year ending June 30, 2013

This budget contains 4 governmental fund types with estimated expenditures of \$ 13,066,789 and  
0 proprietary funds with estimated expenses of \$ 0.

**Per NAC 387.370:**

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

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

CERTIFICATION

APPROVED BY THE GOVERNING BOARD

I, \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

Signed \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULED PUBLIC HEARING:

Date and Time: 5/15/12 6:00 PM

Publication Date 5/15/2012

Place: 1100 Bank of America Plaza, 50 W. Liberty Street, Reno, NV 89501  
5690 Riggins Court, Suite B, Reno, NV 89502  
301 S Center Street, Reno, NV 89501  
195 W. Plumb Lane, Reno, NV 89509  
75 Court Street, Reno, NV 89501

Form 1  
3/9/2012

**ENROLLMENT AND BASIC SUPPORT GUARANTEE INFORMATION**

	<u>WEIGHTED ACTUAL YEAR ENDING 06/30/11</u>	<u>WEIGHTED ACTUAL YEAR ENDING 06/30/12</u>	<u>WEIGHTED ESTIMATED YEAR ENDING 06/30/13</u>
1. Pre-kindergarten (NRS 388.490)	<u>0 x .6 = 0.0</u>	<u>x .6 = 0.0</u>	<u>x .6 = 0.0</u>
2. Kindergarten	<u>60 x .6 = 36.0</u>	<u>74 x .6 = 44.4</u>	<u>134 x .6 = 80.3</u>
3. Elementary	<u>486</u>	<u>401</u>	<u>615</u>
4. Secondary	<u>1,017</u>	<u>1,240</u>	<u>1,205</u>
5. Ungraded			
6. Subtotal	<u>1,539.0</u>	<u>1,685.4</u>	<u>1,900.0</u>
7. Students transported into Nevada from out-of-state			
8. Students transported to another state			
9. Total WEIGHTED enrollment	<u>1,539.0</u>	<u>1,685.4</u>	<u>1,900.0</u>
10. Hold Harmless			

11. Basic support per pupil amount, Year Ending 06/30/13	<u>5,521</u>		
Fill in information for each district:	2012-2013	WEIGHTED	Use rates below:
	Rate revised 4/25/12	2012-2013	Reference amounts for #12
		Enrollment	Estimate: "Outside Revenue"
		Subtotal	
Carson City	\$ 6,109	48.0	\$ 1,110
Churchill	\$ 6,152	30.4	\$ 1,070
Clark	\$ 5,257	1,162.5	\$ 1,030
Douglas	\$ 5,314	31.1	\$ 2,371
Elko	\$ 6,364	47.6	\$ 1,059
Esmeralda	\$ 17,932	0.0	\$ 6,421
Eureka	\$ -	0.0	\$ 42,104
Humboldt	\$ 5,540	23.2	\$ 1,706
Lander	\$ -	2.3	\$ 9,861
Lincoln	\$ 9,906	1.1	\$ 1,217
Lyon	\$ 6,718	91.3	\$ 918
Mineral	\$ 8,463	4.5	\$ 1,458
Nye	\$ 6,652	134.4	\$ 1,290
Pershing	\$ 8,838	1.1	\$ 1,844
Storey	\$ 7,069	4.5	\$ 6,459
Washoe	\$ 5,295	303.3	\$ 1,150
White Pine	\$ 6,648	14.7	\$ 1,824
Multidistrict		1,900.0	\$ 5,521
12. Estimated "Outside Revenue" (Supplemental Support) per pupil This is the per pupil share of local taxes, etc, from the district.		<u>1,127</u>	
13. Total basic support for enrollee including outside revenue		<u>\$ 12,631,345.65</u>	<u>\$ -</u>
14. Estimated number of special education program units	<u>1.5</u>	(Should be 0 or 1 maximum - see prior year allotment)	
	X <u>39,768</u>	amount per unit	<u>\$59,652</u>
15. TOTAL BASIC SUPPORT GUARANTEE (Number 13 +14)		<u>\$ 12,690,997.65</u>	<u>\$ 59,652.00</u>

Fiscal Year 2012-2013 Charter School Nevada Connections Academy

Form 3	(1)	(2)	(3)		(4)
Nevada Connections Academy REVENUE	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 06/30/13		(4)
			TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
<b>1000 LOCAL SOURCES</b>					
1100 Taxes					
1110 Ad Valorem Taxes					
1111 Net Proceed of Mines					
1120 Sales & Use/School Support Taxes					
1140 Penalties & Interest on Tax					
1150 Residential Construction Tax					
1190 Other					
Revenue from Local Govmt Units other than School Districts					
1200 Tuition					
1310 Tuition from Individuals					
1320 Tuition-other Govt sources within State					
1330 Tuition-other Govt sources out of State					
1400 Transportation Fees					
1410 Trans Fees from Individuals					
1420 Trans Fees - other Govt within State					
1430 Trans Fees - other Govt out of State					
1440 Trans Fees - Other Private Sources					
1500 Investment Income					
1600 Food Services					
1610 Daily Sales - Reimbursable Program					
1620 Daily Sales - Non-Reimbursable Progrm					
1630 Special Functions					
1650 Daily Sales - Summer Food Program					
1700 Direct Activities					
1800 Community Service Activities					
1900 Other Revenues	11,931	5,362			
1910 Rent					
1920 Donations					
1930 Gains/Loss on Sales of Capital Assets					
1940 Textbook Sales & Rentals					
1950 Misc Revenues from Other Districts					
1960 Misc Revenues from Other Local Govt					
1970 Operating Revenues					
1980 Refund of Prior Year's Expenditures					
1990 Miscellaneous - local sources					
<b>TOTAL LOCAL SOURCES</b>	<b>11,931</b>	<b>5,362</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3000 REVENUE FROM STATE SOURCES</b>					
3100 Unrestricted Grants-in-Aid					
3110 Distributive School Account (DSA)	10,124,932	11,088,326	12,639,301	12,631,346	
3115 Special Ed portion of DSA	59,652	39,768	59,652	59,652	
3200 State Govt Restricted Funding					
3210 Special Transportation					
3220 Adult High School Diploma Program Fnd					
3230 Class Size Reduction					
3800 Revenue in Lieu of Taxes					
3900 Revenue for/on Behalf of School Dist					
<b>TOTAL STATE SOURCES</b>	<b>10,184,584</b>	<b>11,128,094</b>	<b>12,698,953</b>	<b>12,690,998</b>	<b>0</b>

Nevada Connections Academy

Budget Fiscal Year 2012-2013

REVENUE	(1)	(2)	(3)		(4)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 01/00/00		AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>4000 FEDERAL SOURCES</b>					
4100 Unrestricted Grants-in-Aid DIRECT from Fed Govt					
4103 E-Rate Funds	3,210	20,812	20,812	14,567	
4200 Unrestricted Grants-in-Aid from Fed Govt pass thru the State					
4300 Restricted Grants-in-Aid Direct - Fed					
4500 Restricted Grants-in-Aid Fed Govnt pass-thru the State	152,783	162,688	563,403	540,403	
4700 Grants-in-Aid from Fed Govt Thru Other Intermediate Agencies					
4800 Revenue in Lieu of Taxes					
4900 Revenue for/on Behalf of School District					
<b>TOTAL FEDERAL SOURCES</b>	155,993	183,500	584,215	554,970	0
OTHER RESOURCES AND FUND BALANCE	(1)	(2)	(3)		(4)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 01/00/00		AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>5000 OTHER FINANCING SOURCES</b>					
5100 Issuance of Bonds					
5110 Bond Principal					
5120 Premium of Discount on the Issuance of Bonds					
5200 Fund Transfers In					
5300 Proceeds from the Disposal of Real or Personal Property					
5400 Loan Proceeds					
5500 Capital Lease Proceeds					
5600 Other Long-Term Debt Proceeds					
6000 Other Items					
6100 Capital Contributions					
6200 Amortization of Premium on Issuance of Bonds					
6300 Special Items					
6400 Extraordinary Items					
<b>TOTAL OTHER SOURCES</b>	0	0	0	0	0
<b>8000 OPENING FUND BALANCE</b>					
Reserved Opening Balance					
Unreserved Opening Balance	870,349	645,869	676,912	722,002	
<b>TOTAL OPENING FUND BALANCE</b>	870,349	645,869	676,912	722,002	0
Prior Period Adjustments					
Residual Equity Transfers					
<b>TOTAL ALL RESOURCES</b>	11,222,858	11,962,824	13,960,079	13,967,970	0

Nevada Connections Academy Form 4 PROGRAM FUNCTION OBJECT	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/13		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	TENTATIVE APPROVED	FINAL APPROVED	FINAL APPROVED
<b>100 REGULAR PROGRAMS</b>					
1000 Instruction					
100 Salaries	1,806,563	1,791,415	2,099,438	2,076,935	
200 Benefits	749,324	790,199	1,027,464	1,016,074	
300/400/500 Purchased Services	2,005,116	2,093,072	2,399,470	2,395,928	
600 Supplies	1,936,265	2,196,850	2,522,877	2,566,378	
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries	435,531	437,375	500,014	503,074	
200 Benefits	157,138	156,897	186,252	187,079	
300/400/500 Purchased Services	2,543,837	2,840,754	3,251,630	3,261,502	
600 Supplies	27,326	18,726	26,200	22,200	
700 Property					
800 Other	1,110	13,002	3,000	2,500	
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>100 TOTAL REGULAR PROGRAMS</b>	<b>9,662,211</b>	<b>10,338,288</b>	<b>12,016,345</b>	<b>12,031,669</b>	<b>0</b>
<b>140 Summer School for Reg Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services	24,961	8,425	10,000	10,000	
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>140 TOTAL Summer School - Reg Prog</b>	<b>24,961</b>	<b>8,425</b>	<b>10,000</b>	<b>10,000</b>	<b>0</b>

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

Nevada Connections Academy  PROGRAM FUNCTION OBJECT	(1)	(2)	(3) (4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 01/00/00		AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>200 SPECIAL PROGRAMS</b>					
1000 Instruction					
100 Salaries	219,105	203,097	252,872	250,033	
200 Benefits	85,138	86,059	102,993	101,559	
300/400/500 Purchased Services	462,397	480,184	569,058	568,128	
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries	72,826	67,521	69,115	69,115	
200 Benefits	29,019	33,902	36,285	36,285	
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>200 SPECIAL PROGRAMS</b>	<b>868,484</b>	<b>870,763</b>	<b>1,030,324</b>	<b>1,025,120</b>	<b>0</b>
<b>240 Summer School for Special Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>240 TOTAL Summer School - Spec Prog</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1)	(2)	(4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	(3) TENTATIVE APPROVED	BUDGET YEAR ENDING 01/00/00 FINAL APPROVED	AMENDED FINAL APPROVED
<b>270 Gifted and Talented Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>270 TOTAL Gifted &amp; Talented Programs</b>	0	0	0	0	0
<b>300 Vocational &amp; Technical Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>300 Total Vocational &amp; Technical Prog</b>	0	0	0	0	0

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1)	(2)	(4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 01/00/00		AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>340 Summer School for Voc &amp; Tech</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>340 Total Summer School for Voc &amp; Tech</b>	0	0	0	0	0
<b>420 English for Speakers of Other Lang</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>420 Total Speakers of Other Lang</b>	0	0	0	0	0

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1)	(2)	(4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 01/00/00		AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>440 Summer School for Other Inst Prog</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>440 Total English - Summer School for Other In</b>	0	0	0	0	0
<b>490 Other Instructional Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>490 Total Other Instructional Programs</b>	0	0	0	0	0

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1)	(2)	(4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 06/30/13		AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>800 Community Services Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>800 Total Community Services Programs</b>	0	0	0	0	0
<b>900 Co-curricular &amp; Extra-Curricular</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>900 Co-curricular &amp; Extra-Curricular</b>	0	0	0	0	0

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1)	(2)	(4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 06/30/13		AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>000 UNDISTRIBUTED EXPENDITURES</b>					
<b>2100 Support Services-Students</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>2100 SUBTOTAL</b>	0	0	0	0	0
<b>2200 Support Services-Instruction</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>2200 SUBTOTAL</b>	0	0	0	0	0
<b>2300 Support Services-Gen Admin</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>2300 SUBTOTAL</b>	0	0	0	0	0
<b>2400 Support Serv-School Admin</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>2400 SUBTOTAL</b>	0	0	0	0	0
<b>2500 Central Services</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>2500 SUBTOTAL</b>	0	0	0	0	0

Nevada Connections Academy \_\_\_\_\_

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1)	(2)	(4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 06/30/13		AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>2600 Operating/Maintenance Plant Service</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>2600 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2700 Student Transportation</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>2700 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2900 Other Support (All Objects)</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>2900 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2000s TOTAL SUPPORT SERVICES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3100 Food Service</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>3100 TOTAL FOOD SERVICES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)	(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/13 FINAL APPROVED	AMENDED FINAL APPROVED
<b>4100 Land Acquisition</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4100 SUBTOTAL</b>	0	0	0	0	0
<b>4200 Land Improvement</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4200 SUBTOTAL</b>	0	0	0	0	0
<b>4300 Architecture/Engineering</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4300 SUBTOTAL</b>	0	0	0	0	0
<b>4400 Educational Specifications Dev</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4400 SUBTOTAL</b>	0	0	0	0	0
<b>4500 Building Improvement</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4500 SUBTOTAL</b>	0	0	0	0	0
<b>4600 Site Improvement</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4600 SUBTOTAL</b>	0	0	0	0	0

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1)	(2)	(4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 06/30/13		
			TENTATIVE APPROVED	FINAL APPROVED	FINAL APPROVED
<b>4700 Building Improvement</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4700 SUBTOTAL</b>	0	0	0	0	0
<b>4900 Other (All Objects)</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4900 SUBTOTAL</b>	0	0	0	0	0
<b>4000s TOTAL FACILITIES ACQUISITION AND</b>	0	0	0	0	0
5000 Debt Service					
<b>000 EXPENDITURES</b>	0	0	0	0	0
<b>TOTAL ALL EXPENDITURES</b>	<b>10,555,657</b>	<b>11,217,476</b>	<b>13,056,669</b>	<b>13,066,789</b>	<b>0</b>
6300 Contingency (not to exceed 3% of Total Expenditures)	XXXXXXXXXXXXX				
	XXXXXXXXXXXXX				
	XXXXXXXXXXXXX				
<b>8000 ENDING FUND BALANCE</b>					
Reserved Ending Balance					
Unreserved Ending Balance					
<b>TOTAL ENDING FUND BALANCE</b>	0	0	0	0	0
<b>TOTAL APPLICATIONS</b>	<b>10,555,657</b>	<b>11,217,476</b>	<b>13,056,669</b>	<b>13,066,789</b>	<b>0</b>

<b>CHECKS:</b>	Contingency cannot exceed:	XXXXXXXX	336,524	391,700	392,004	0
	Calculated Total Ending Fund Balance:	667,201	745,349	903,410	901,181	0

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

<b>TENTATIVE BUDGET 2012-2013</b>		Obj 100	Obj 200	Obj 300-900	
(1) PROGRAM OR FUNCTION	(2) SALARIES AND WAGES	(3) EMPLOYEE BENEFITS	(4) SERVICES SUPPLIES AND OTHER	(5) SUB-TOTAL REQUIRE- MENTS	
<b>PROGRAM EXPENDITURES</b>					
100 Regular	2,599,452	1,213,717	8,213,177	12,026,345	
200 Special	321,988	139,279	569,058	1,030,324	
300 Vocational	0	0	0	0	
400 Other PK-12	0	0	0	0	
500 Nonpublic School				0	
600 Adult Education				0	
800 Community Services	0	0	0	0	
900 Co-Curricular/Extra Curricular	0	0	0	0	
<b>PROGRAM TOTALS</b>	<b>2,921,439</b>	<b>1,352,995</b>	<b>8,782,235</b>	<b>13,056,669</b>	
<b>UNDISTRIBUTED EXPENDITURES</b>					
000 Undistributed Expenditures					
2000 Support Services	0	0	0	0	
3100 Food Service	0	0	0	0	
4000 Facility Acquisition and Construction			0	0	
5000 Debt Service			0	0	
6300 Contingency				0	
8000 Ending Balance				0	
<b>UNDISTRIBUTED TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TOTAL ALL FUNDS TENTATIVE</b>	<b>2,921,439</b>	<b>1,352,995</b>	<b>8,782,235</b>	<b>13,056,669</b>	
<b>FINAL BUDGET 2012-2013</b>					
(1) PROGRAM OR FUNCTION	(2) SALARIES AND WAGES	(3) EMPLOYEE BENEFITS	(4) SERVICES SUPPLIES AND OTHER	(5) SUB-TOTAL REQUIRE- MENTS	
<b>PROGRAM EXPENDITURES</b>					
100 Regular	2,580,009	1,203,153	8,258,508	12,041,669	
200 Special	319,148	137,844	568,128	1,025,120	
300 Vocational	0	0	0	0	
400 Other PK-12	0	0	0	0	
500 Nonpublic School	0	0	0	0	
600 Adult Education	0	0	0	0	
800 Community Services	0	0	0	0	
900 Co-Curricular/Extra Curricular	0	0	0	0	
<b>PROGRAM TOTALS</b>	<b>2,899,157</b>	<b>1,340,997</b>	<b>8,826,636</b>	<b>13,066,789</b>	
<b>UNDISTRIBUTED EXPENDITURES</b>					
000 Undistributed Expenditures					
2000 Support Services	0	0	0	0	
3100 Food Service	0	0	0	0	
4000 Facility Acquisition and Construction			0	0	
5000 Debt Service			0	0	
6300 Contingency				0	
8000 Ending Balance				0	
<b>UNDISTRIBUTED TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TOTAL ALL FUNDS FINAL BUDGET</b>	<b>2,899,157</b>	<b>1,340,997</b>	<b>8,826,636</b>	<b>13,066,789</b>	

<b>FINAL BUDGET - AMENDED</b>	Obj 100	Obj 200	Obj 300-900	
(1) PROGRAM OR FUNCTION	(2) SALARIES AND WAGES	(3) EMPLOYEE BENEFITS	(4) SERVICES SUPPLIES AND OTHER	(5) SUB-TOTAL REQUIRE- MENTS
<b>PROGRAM EXPENDITURES</b>				
100 Regular	0	0	0	0
200 Special	0	0	0	0
300 Vocational	0	0	0	0
400 Other PK-12	0	0	0	0
500 Nonpublic School	0	0	0	0
600 Adult Education	0	0	0	0
800 Community Services	0	0	0	0
900 Co-Curricular/Extra Curricular	0	0	0	0
<b>PROGRAM TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>000 Undistributed Expenditures</b>				
2000 Support Services	0	0	0	0
3100 Food Service	0	0	0	0
4000 Facility Acquisition and Construction			0	0
5000 Debt Service			0	0
6300 Contingency				0
8000 Ending Balance				0
<b>UNDISTRIBUTED TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ALL FUNDS FINAL BUDGET</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 5 Exp Summary

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3/9/2012

## PROPRIETARY OR ENTERPRISE FUND

Nevada Connections Academy

Fund:  REVENUE	(1)	(2)	(3) (4)	
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 06/30/13	
			TENTATIVE APPROVED	FINAL APPROVED
<b>1000 LOCAL SOURCES</b>				
1300 Tuition				
1400 Transportation Fees				
1500 Investment Income				
1600 Food Services				
1700 Direct Activities				
1800 Community Service Activities				
1900 Other Revenues				
<b>TOTAL LOCAL SOURCES</b>	0	0	0	0
<b>3000 REVENUE FROM STATE SOURCES</b>				
3100 Unrestricted Grants-in-Aid				
3200 State Govt Restricted Funding				
<b>TOTAL STATE SOURCES</b>	0	0	0	0
<b>4000 FEDERAL SOURCES</b>				
4100 Unrestricted Grants-in-Aid DIRECT from Fed Govt				
4200 Unrestricted Grants-in-Aid from Fed Govt pass thru the State				
4300 Restricted Grants-in-Aid Direct - Fed				
4500 Restricted Grants-in-Aid Fed Govnt pass thru the State				
4700 Grants-in-Aid from Fed Govt Thru Other Intermediate Agencies				
<b>TOTAL FEDERAL SOURCES</b>	0	0	0	0
<b>5000 OTHER FINANCING SOURCES</b>				
5200 Fund Transfers In				
5300 Proceeds from the Disposal of Real or Personal Property				
5400 Loan Proceeds				
5500 Capital Lease Proceeds				
5600 Other Long-Term Debt Proceeds				
<b>6000 Other Items</b>				
<b>TOTAL OTHER SOURCES</b>	0	0	0	0
<b>8000 OPENING FUND BALANCE</b>				
Reserved Opening Balance				
Unreserved Opening Balance				
<b>TOTAL OPENING FUND BALANCE</b>	0	0	0	0
<b>TOTAL ALL RESOURCES</b>	0	0	0	0

Form 6 Proprietary/Enterprise  FUNCTION / OBJECT	(1)	(2)	(3) (4)	
	ACTUAL PRIOR YEAR ENDING 06/30/08	ESTIMATED CURRENT YEAR ENDING 06/30/09	BUDGET YEAR ENDING 06/30/10 TENTATIVE APPROVED      FINAL APPROVED	
<b>EXPENSES</b>				
1000 Instruction				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other				
SUBTOTAL INSTRUCTION EXPENSES:	0	0	0	0
2000 Support Services				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other				
SUBTOTAL SUPPORT EXPENSES:	0	0	0	0
3100 Food Service				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other				
SUBTOTAL FOOD SERVICE EXPENSES:	0	0	0	0
4000 Facilities Acquisition & Construction				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other				
SUBTOTAL FOOD SERVICE EXPENSES:	0	0	0	0
5000 Debt Service				
6000 Miscellaneous				
SUBTOTAL OTHER SERVICES	0	0	0	0
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
8000 ENDING FUND BALANCE				
Reserved Ending Balance				
Unreserved Ending Balance				
TOTAL ENDING FUND BALANCE	0	0	0	0
<b>TOTAL APPLICATIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Nevada Connections Academy

\* - Type - use codes 1-11

6 - Medium-Term Financing - Lease Purchase

ALL EXISTING OR PROPOSED

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

- 7 - Capital Leases
- 8 - Special Assessment Bonds
- 9 - Mortgages
- 10 - Other (Specify Type)
- 11 - Proposed (Specify Type)

(1) NAME OF LOAN List and Subtotal By Fund	(2) Type *	(3) Number of Months of TERM	(4) ORIGINAL AMOUNT OF ISSUE	(5) ISSUE DATE	(6) FINAL PAYMENT DATE	(7) INTEREST RATE	(8) BEGINNING OUTSTANDING BALANCE 7/1/2012	(9) (10) REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/13		(11) (9) + (10) 6/30/2013 TOTAL
								INTEREST PAYABLE	PRINCIPAL PAYABLE	
FUND:										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
										\$0
<b>TOTAL ALL DEBT SERVICE</b>			\$0				\$0	\$0	\$0	\$0

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 7 INDEBTEDNESS

3/9/2012

Nevada Connections Academy

REPORT FOR ALL FUNDS		2012-2013		FROM DISTRICTS WITHIN NEVADA		FROM DISTRICTS OUTSIDE NEVADA	
				(1) TUITION	(2) TRANSPORTATION	(3) TUITION	(4) TRANSPORTATION
<b>REVENUES</b>	<b>Revenue CODES</b>	1310 NV Individual 1321 NV School Dist	1410 NV Individual 1421 NV School Dist	1310 Out-of-state Ind 1331 Out-of-state SD	1410 Out-of-state Ind 1431 Out-of-state SD		
Nevada Individuals	1310/1410						
Nevada School Districts	1321/1421						
Out-of-state Individuals	1310/1410						
Out-of-State School Districts	1331/1431						
			\$0	\$0	\$0	\$0	\$0

EXPENDITURES		Object Codes	TO DISTRICTS WITHIN NEVADA		TO DISTRICTS OUTSIDE NEVADA	
			561	511	562	512
100 - Regular Programs						
200 - Special Programs						
300 - Vocational Programs						
400 - Other PK-12 Programs						
500 - Nonpublic Programs						
600 - Adult Programs						
<b>TOTALS</b>			\$0	\$0	\$0	\$0

Nevada Connections Academy

Budget Fiscal Year 2012-2013

FUND TRANSFERS 2012-2013  (1) FUND TYPE	TRANSFERS IN		TRANSFERS OUT	
	(2) FROM FUND	(3) AMOUNT	(4) TO FUND	(5) AMOUNT
<b>GENERAL FUND</b>				
<b>SUBTOTAL</b>	0	0	0	0
<b>SPECIAL REVENUE FUNDS</b>				
<b>SUBTOTAL</b>	0	0	0	0
<b>TOTAL TRANSFERS</b>	0	0	0	0





**RESTATED AND RENEWED EDUCATIONAL PRODUCTS AND SERVICES  
AGREEMENT BETWEEN CONNECTIONS ACADEMY OF NEVADA LLC AND  
NEVADA CONNECTIONS ACADEMY**

This **RESTATED AND RENEWED EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT** ("Agreement"), is made and entered into by and between **CONNECTIONS ACADEMY OF NEVADA LLC** a Nevada limited liability company ("CA") and **NEVADA CONNECTIONS ACADEMY**, a Nevada Public Charter School (the "Charter School") (individually a "Party" and collectively the "Parties").

**RECITALS**

**WHEREAS**, on the 17<sup>th</sup> day of March 2007, the Authorizer (as hereinafter defined) authorized the Charter School to operate a Distance Learning Charter School pursuant to Nevada Charter School law (the "Charter School Law");

**WHEREAS**, CA has a proven record of providing innovative educational products and services outside the traditional classroom and successfully managing the day-to-day operation of virtual charter schools, including but not limited to providing the "Educational Products and Services" as defined in Section 1.10 below.

**WHEREAS**, the Charter School and CA, have previously entered into a Professional Services Agreement effective April 18, 2007, amended by Amendment #1, effective July 1, 2008 and Amendment #2 effective March 17, 2009 (the "Existing Agreement") that is set to expire June 30, 2011.

**WHEREAS**, the Charter School desires to renew the Existing Agreement with CA to provide such Educational Products and Services to the Charter School for certain Eligible Students (as hereinafter defined) qualifying for enrollment and public funding under the Charter School Law, and CA desires to renew the Existing Agreement with the Charter School to provide such Educational Products and Services; and

**WHEREAS**, the Charter School and CA are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management of Educational Products and Services by CA to the Charter School, and, in the interest of transparency and best practices, the Parties desire to clarify language and document current practices with respect to the Existing Agreement in this restated and renewed Agreement.

**WHEREAS**, this Agreement supersedes and replaces the Existing Agreement; and

**NOW THEREFORE**, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Definitions.**

1.1 “**Academic Year**” shall mean the school year as defined by the School Calendar (as defined in Section 1.18).

1.2 “**Administrative Staff**” shall include the employees of CA holding the positions described in Section 3.4.

1.3 “**Authorizer**” shall mean the Nevada State Board of Education or such other agency or entity that serves as the sponsor of the Charter School.

1.4 “**Budget**” shall mean the operating budget for the Charter School, as approved by the Governing Board according to the provisions of Section 9.

1.5 “**Charter**” shall mean the authorization to operate a Charter School granted by the Authorizer that specifies the Charter School’s mission, program, goals, students served, methods of assessment, ways to measure success, or any such other provisions allowed or required by the Charter School Law.

1.6 “**Charter Petition**” shall mean the application for authorization of the Charter of the Charter School by the Authorizer.

1.7 “**Governing Board**” shall mean the Board of Directors of the Charter School.

1.8 “**Confidential Information**” shall have the meaning set forth in Section 10 of this Agreement.

1.9 “**Course(s)**” shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in Sections 2.1 and 2.2, respectively) that shall meet the educational content or other standards established by the State of Nevada in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

1.10 “**Educational Products and Services**” shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below.

1.11 “**Effective Date**” shall be July 1, 2011.

1.12 “**Eligible Students**” shall have the meaning set forth in Section 5 of this Agreement.

1.13 “**Enrolled**” shall apply to a Student (as hereinafter defined) (a) who has completed all of the requirements for admission to the Charter School; has been notified of their acceptance in the Charter School; has not been expelled from the Program; has not been withdrawn from the Program by the parents or guardians or by the Student themselves if they are legally permitted to

do so; has not been withdrawn from the Charter School for lack of attendance or participation; or has not enrolled in another full-time public or private school; and (b) for whom the enrollment requirements of the Charter School have been met.

1.14 **“Instructional Materials”** shall mean, collectively, the Tangible Instructional Materials, described in Section 2.1, and the Intangible Instructional Materials, described in Section 2.2 below.

1.15 **“Learning Coach”** shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student’s parent or legal guardian, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Parent/Legal Guardian (Caretaker) Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, which shall be reviewed and approved annually by the Governing Board. Learning Coaches are not employees or contractors of either the Charter School or CA and shall not receive any compensation for their services.

1.16 **“Performance Review”** shall mean a review of CA’s performance under this Agreement, conducted at the Governing Board’s discretion; the design, performance criteria and the methodology which shall be developed by the Governing Board in consultation with CA and in accordance with all requirements under Nevada law.

1.17 **“Personalized Learning Plan”** or **“PLP”** shall have the meaning set forth in Section 3.1 of this Agreement.

1.18 **“School Calendar”** shall be the days when the Educational Services under this Agreement will be delivered to Students, Teachers and Learning Coaches, as defined by the School Handbook. CA will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Nevada law. The School Calendar for each Academic Year is subject to prior approval by the Governing Board and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

1.19 **“Special Needs Students”** shall mean Students (as hereinafter defined) who have been identified as disabled under the federal Individuals with Disabilities Education Act, as amended, or Section 504 of the federal Rehabilitation Act of 1973.

1.20 **“Student”** shall mean a child who is enrolled in the Charter School.

1.21 **“Student Records”** shall mean those “educational records,” as defined in the Family Education Rights and Privacy Act (“FERPA”), 20 USC 1232g (a)(4)(A), which the Charter School or CA is required to retain in accordance with Nevada law.

1.22 “**Teachers**” are persons employed by the Charter School who provide educational instruction to Students.

1.23 “**Term**” shall have the meaning set forth in Section 6 of this Agreement.

## **2. Educational Products to be Provided by CA.**

During the Term, CA shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 9, which may be adjusted from time to time at the mutual agreement of both Parties:

2.1 Tangible Instructional Materials. A non-exclusive, non-transferable, royalty-free license to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement (“Tangible Instructional Materials”). The Tangible Instructional Materials shall be reviewed and approved annually by the Governing Board. The Charter School acknowledges and agrees that CA, its vendors, or both, are the sole owners of the Tangible Instructional Materials and that any payments to CA for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by CA of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by CA to the Charter School, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CA, its vendors, or both, as the case may be. CA shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer enrolled, whichever is sooner. CA may take reasonable action to ensure Students return any Tangible Instructional Materials. CA and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student or Learning Coach retains or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional Materials are listed in the Program Guide as being available in both physical and electronic form, CA may provide either version.

2.2 Intangible Instructional Materials. A non-exclusive, non-transferable, royalty-free, license to use intangible educational materials that may include items such as online lesson content, lesson plans, Teachlet® tutorials and other intangible educational materials included in any Courses listed in the Program Guide during each applicable Academic Year during the Term of this Agreement (“Intangible Instructional Materials”). The Intangible Instructional Materials shall be reviewed and approved annually by the Governing Board. The Charter School acknowledges and agrees that CA, its vendors, or both, are the sole owners of the Intangible Instructional Materials and that any payments to CA for the use of the Intangible Instructional

Materials shall be solely for the applicable Academic Year for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by CA of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by CA to the Charter School, the Students or Teachers of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CA, its vendors, or both, as the case may be.

2.3 Computer Hardware and Software. The Charter School may lease from CA: (a) such computer hardware, software, or both, that shall meet or exceed any specifications in the Charter Petition or required by law, for each Student who enrolls or household if more than one student in a household enrolls, and (b) any hardware, software, or both, required by Administrative Staff or Teachers (collectively "Hardware and/or Software"). Any Hardware and/or Software provided by CA will be the exclusive property of CA or its contractors and will be returned upon the termination of this Agreement or when the Student is no longer enrolled, whichever is sooner. The Hardware and/or Software may be updated from time to time with the approval of the Governing Board. The Charter School shall not be responsible for ensuring the return to CA of Hardware and/or Software supplied by CA to Students, but will be responsible for returning any Hardware and/or Software provided by CA to Administrative Staff or Teachers. However, to the extent that such Hardware and/or Software is not recovered, CA may take reasonable action to ensure Students return the same, or in the case of Hardware and/or Software provided to Administrative Staff or Teachers, invoice the Charter School, unless prohibited by law for any Hardware and/or Software not returned. CA and the Charter School shall cooperate to ensure that Hardware and/or Software are, to the extent possible, recovered, and that no Student, Learning Coach, Administrative Staff, or Teachers obtain ownership of any such Hardware and/or Software. The Charter School may also elect to purchase its own Hardware and/or Software, and contract with CA to manage such Hardware and/or Software. If the Charter School elects to purchase or lease Hardware and/or Software for use by Students, Administrative Staff, or Teachers, it agrees that such Hardware and/or Software will meet or exceed the same specifications as that offered to the Charter School for lease by CA.

2.4 Office Products and Supplies. The Charter School may engage CA to provide office supplies, office equipment, furniture, and office related products that are not purchased by the Charter School ("Office Products and Supplies"). The Charter School acknowledges and agrees that CA and/or its vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by CA to the Charter School of such Office Products and Supplies provided under this Agreement. If the Charter School does not contract with CA to provide such Office Products and Supplies as described in this Section, then the Charter School shall be responsible for providing them at its own cost.

2.5 Learning Management System. CA will provide to the Charter School a non-exclusive, nontransferable, royalty-free, limited license during the Term for the use of its Learning Management System ("LMS") by Administrative Staff, Teachers, Students, Learning Coaches and other individuals required to access the system in order to provide the Educational Services specified in this Agreement. The LMS will include features and functions required to meet the requirements of the Charter Petition including: Assignment Management and Tracking, Communication Tools and Reporting. CA may update the features and functions of the LMS from time to time. The Charter School acknowledges and agrees that CA is the sole owner of its LMS through which certain of the Educational Services are delivered, and any content contained in the LMS is owned by CA and its vendors. This Agreement does not constitute a transfer by CA to the Charter School, Administrative Staff, Teachers, Students, or Learning Coaches of any intellectual property rights in its LMS or any content contained in the LMS. All right, title, and interest in and to the LMS and any content contained in the LMS, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CA and its vendors.

### 3. Educational Services.

During the Term, CA shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 9, which may be adjusted from time to time at the mutual agreement of both Parties.

3.1 Personalized Learning Plan Protocol. A Personalized Learning Plan ("PLP") for each Student, as required to meet or exceed any educational standards established by the State of Nevada or required by the Charter.

3.2 Assessments. A series of assessments administered to Students to gauge mastery of core concepts and readiness for the State of Nevada's standardized tests including but not limited to: (a) a placement evaluation; (b) an additional skills assessment for grades 3-8, designed to measure a Student's level against standards, which will generally be administered to students enrolled during the first two (2) months of the Academic Year and those enrolled during the last two (2) months of the Academic Year; (c) other quantitative and qualitative assessments that will vary based on the grade and the Student's progress, as shall be mutually agreed upon by the Governing Board and CA; (d) Progress Reports that shall be prepared for each Student at least quarterly, and (e) any methods of pupil assessment required by the Charter.

3.3 Standardized Tests. All Students shall be required to participate in the State of Nevada's standardized tests to the same extent as students enrolled in any other Nevada public school. CA shall be responsible for establishing a testing plan that provides reasonable access to testing sites based on the Student's residence that shall be included in the School Handbook as approved by the Governing Board. CA shall establish and administer the procedures necessary for the delivery of such tests and shall provide to the Governing Board information concerning the

percentage of Students participating in the testing program to the extent that their participation is legally required.

### 3.4 Administrative Staff.

(a) Lead School Administrator. CA shall employ one or more persons who shall be designated as the "Principal" of the Charter School. The Principal shall be located in the main administrative office of the Charter School. The Charter School shall have the right to review and approve the selection of the Principal and his or her compensation shall be subject to prior review and approval by the Governing Board of the Charter School. If during the Term, there is more than one individual who is designated as "Principal" for the purpose of managing different grade levels with the approval of the Governing Board, CA may designate a common supervisor, a "Director", to whom the Principals will report. The Principal, if there is only one such position, or the Director, if there is more than one Principal, or a Teacher, if acting as the Lead School Administrator if there is no Principal, shall be sometimes hereinafter referred to as the "Lead School Administrator".

(b) Responsibility. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Governing Board, supervising administrative personnel, inspiring Teachers to teach, Students to learn, and Learning Coaches to engage in their Student's learning. The Teachers shall report to the Lead School Administrator or such individual as shall have been designated by him or her, and the Lead School Administrator shall work primarily under the direction of the CA VP of Schools, or his/her designee, subject to oversight by the Governing Board. The Lead School Administrator shall comply with CA practices and protocols in the delivery of the Educational Services and shall report to CA as to the operation of the Charter School.

(c) Replacement of Lead School Administrator. The Governing Board shall participate annually in CA's evaluation of the Lead School Administrator. The Governing Board shall have the right to request that CA replace the Lead School Administrator, in the event that the Governing Board is dissatisfied with his or her performance, and so notifies CA in writing. Upon such written request, CA shall promptly take steps to replace the Lead School Administrator. In addition, CA may replace the Lead School Administrator at any time; provided that the Lead School Administrator's replacement and compensation shall be reviewed and approved by the Governing Board. Any replacement of the Lead School Administrator will be done so as to minimize the disruption to Students.

(d) Other Administrative Staff. CA may also employ one or more persons who shall be designated as Assistant Principals. Such staff shall report to the Lead School Administrator or his or her designee. Other Administrative Staff shall be employed in the same manner as Teachers and may also act as Teachers in addition to their other responsibilities.

(c) Contracted Services. Charter School agrees to contract the following to CA, to the extent permissible under Nevada law and as approved by the Governing Board: human resources services including recruiting, payroll (including paying certain Administrative Staff directly, collecting and remitting taxes etc), benefits administration, supervision and liability insurance etc. CA agrees to require sufficient background checks including fingerprinting as specified by law, for each employee or prospective employee, and to otherwise meet any other applicable regulatory requirements.

3.5 Community Coordinators and Group Activities. CA shall recruit Learning Coaches willing to volunteer their services to coordinate community activities that allow Students to apply their academic skills while interacting with other Students in their immediate geographic area ("Community Coordinator"). These activities will be opportunities for support, socialization and learning. Prior approval for these events must be obtained from the Lead School Administrator, and permission slips or signatures must be collected for each Student. The main communication tool for Community Coordinators will be the message boards, or other such medium for such communications, maintained by CA. The Community Coordinator shall be responsible for posting timely and relevant information in these message boards, or other such medium for such communications maintained by CA, moderating discussions and reporting any inappropriate or dangerous behavior to the Lead School Administrator or his/her designee. Community Coordinators shall not be considered employees or contractors of CA or the Charter School. CA is not responsible for providing transportation to these group activities or otherwise providing for the cost of such activities, unless otherwise agreed or mandated by the individualized education plans ("IEP's"). The local Community Coordinator shall work with Teachers, parents and Students to enrich the learning experience and distribute information about their local community. CA shall be responsible for obtaining any background checks for each Community Coordinator, as required under applicable law or regulation.

3.6 Educational Resource Center. CA shall provide access to additional educational support staff in the areas of special education, gifted education and curriculum services, with such staff being available to Teachers, Learning Coaches and Students, according to the terms of the School Handbook and other policies and procedures established by CA. Such resources will be available via email and toll-free telephone during School Calendar days, during the hours of 6 a.m. to 3 p.m. Pacific Time.

3.7 Instructional Staff Support and Development. All Teachers will receive access to all Instructional Materials supplied to Students, as necessary to conduct their teaching responsibilities. Teachers and Administrative Staff will be trained in the CA protocols. In addition, continuing professional development will be provided as required to support the delivery of the Educational Services and shall be sufficient to allow Teachers to comply with applicable Nevada statutes and regulations that specify professional development requirements.

3.8 Internet Access. Each Student shall have access to the Internet for a sufficient amount of time to complete the instructional program (including assignments, online communication and collaboration, research and access to supplemental online resources). The level of access required is determined by the nature of the curriculum (e.g., the amount of print material) and the developmental level of the child (e.g., what may be appropriate for an eighth grader may not be appropriate for a first grader). At a minimum, access will include one computer connected to the Internet for each household. In the event that an Internet subsidy is approved for a household based upon criteria established by the Governing Board and is included in an applicable Fee Schedule in accordance with Section 9, CA shall reimburse each Student's parent or legal guardian for all or part of the cost of Internet access at the rate specified in the Fee Schedule. Payment will be made in accordance with the policy outlined in the School Handbook. Any Internet subsidy provided may be updated from time to time with the approval of the Governing Board.

3.9 Technical Support and Maintenance. CA shall provide technical support and maintenance of Hardware and/or Software provided by it to Students via email and toll-free telephone during the School Calendar days, during the hours of 6 a.m. to 3 p.m. Pacific Time. CA will only be responsible for providing repairs according to the policies outlined in the School Handbook, as approved by the Governing Board. For Students using their own computer hardware and software, CA shall provide initial technical support for non-CA supplied hardware and software to make sure that Students have the minimum requirements necessary to participate in the Educational Services, and then shall continue to provide technical support as necessary for the Students' use of the LMS. CA may contract with outside vendors for the provision of all or any portion of the technical support and maintenance as required herein.

3.10 Student Records. CA shall provide maintenance of Student Records in accordance with the Authorizer, state, local and federal requirements. CA shall maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations, and pursuant to the confidentiality provisions set out in Section 10 of this Agreement. CA shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations. All Student Record information shall remain the property of the Charter School and, to the extent not immediately available to the Charter School, shall be provided to the Charter School within five (5) business days of the Charter School's written request for such information. CA may retain a copy of such records subject to the confidentiality requirements of this Section. CA shall provide information on the performance of the Charter School and its Students to the Governing Board as required under Nevada law or upon request upon reasonable advance notice to enable the Governing Board to monitor CA's performance. CA will provide to the Nevada State Board of Education or other Authorizer, not later than fifteen (15) business days after the end of each fiscal year during which the contract is in effect, a written report that includes the amount of money received by CA from

public and private sources to carry out the terms of this contract; and CA's expenditures relating to carrying out the contract.

3.11 Services to Special Needs Students. CA and the Charter School shall work together to ensure compliance with applicable laws and regulations concerning services to Special Needs Students. CA shall be responsible for ensuring the provision of necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

3.12 Office Facilities and Services.

(a) To the extent permissible under Nevada law, the Charter School may contract with CA to provide or maintain in good working order one or more offices, capital equipment, or furniture and fixtures.

(i) Any office space provided or managed by CA shall be ADA-compliant and meet any other requirements of the Charter Petition, Charter School Law, or regulation. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Governing Board. CA agrees that it will have no beneficial financial interest in any approved lease. All leases negotiated on behalf of the Charter School or entered into by CA on behalf of the Charter School shall contain a cancellation clause consistent with the requirements of the Charter Petition. In addition, in the event that this Agreement is terminated prior to its expiration, if CA has entered into the facility lease for the Charter School, to the extent permissible under Nevada law (A) CA shall have the unilateral option to assign any lease obtained on behalf of the Charter School to the Charter School, and the Governing Board shall accept any such assignment, subject to landlord approval if such approval is required, and (B) any capital equipment or furniture and fixtures owned by CA and located in the facility may be purchased by the Charter School at the then-current book value. If CA has entered into the facility lease for the Charter School, CA shall permit the Charter School to hold public meetings of the Charter School at such offices, without payment of rent.

(ii) If the Charter School does not elect to contract with CA to provide or manage its facilities and capital equipment, furniture and fixtures, then the Charter School shall be responsible for providing them at its own cost, and shall ensure that access to any facility that it maintains shall be ADA-compliant. Further, liability insurance for any facility leased directly or managed by the Charter School, and for any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

(b) The Charter School may contract with CA to provide telephone service, data lines, including Internet access, and such other similar services used by personnel who are engaged in providing Educational Services under this Agreement.

3.13 Financial and Other Reporting. CA will provide treasury and accounting reports for all CA activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School. CA will be responsible for providing to the Governing Board any such reports as are required by law, regulation, or the Charter Petition, including a report of budgeted and actual expenses, and will assist in providing any information required by the Authorizer, Charter School, Nevada Department of Education or its auditors. Information on the performance of the Charter School and its Students shall be provided to the Governing Board, as required by this Agreement or upon request after reasonable advance notice to enable the Governing Board to monitor CA's performance. CA specifically acknowledges its responsibility to make information concerning the operation and management of the Charter School available to the Governing Board in order to enable it to fully satisfy its obligations under the Charter. CA shall also respond to requests for public records, subject to the ultimate control of the Charter School. Financial and other data will be available to the Governing Board separately from CA's operations or any other schools managed by CA.

3.14 Management of Hardware and/or Software. In the event that the Charter School leases any Hardware and/or Software from CA, CA shall provide for the management of such Hardware and/or Software. In the event that the Charter School purchases its own Hardware and/or Software, it shall separately contract with CA for the management of such Hardware and/or Software, unless the Charter School agrees in writing to provide management services comparable to those provided by CA and to assume all liability related to any failure by the Charter School to provide such management services.

3.15 Management of Instructional Materials. CA will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials to the Students and school personnel.

3.16 Other Management Services. CA will provide the administrative support necessary to deliver the Educational Products and Services (as described in Sections 2 and 3, respectively) for which it will be entitled to a management fee as defined in Section 9. CA will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement to the Fee Schedule described in Section 9 upon mutual agreement.

3.17 Non-delegable Duties. Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated by the Governing Board to CA pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

3.18 Other. CA will be responsible to provide such other services not specifically described herein but which are required by the Charter Petition. CA will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement or the Fee Schedule described in Section 9 upon mutual agreement. To the extent that any of the terms, conditions, or provisions of the Charter Petition conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter Petition shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule as mutually agreed upon by the Parties to account for any new or additional services not covered by the Fee Schedule.

3.19 Required provisions of contracts for services. CA must inform each person CA employs or hires and who provides a direct service to the Charter School, in writing, that (a) the person is not employed by the Governing Board; and (b) the provisions of NRS 386.595 do not apply to an employee of CA or any person hired by CA to perform a service to the Charter School, including, without limitation, the provisions governing the status of employees of a charter school and their collective bargaining rights and benefits.

3.20 Annual Performance Review. The Governing Board will annually review CA's performance as defined in Section 1.16. If the Governing Board, based on its annual Performance Review conducted in accordance with Section 1.16 and pursuant to Nevada law, determines CA is not performing in a manner that satisfies (i) the terms and conditions of the written Charter, including, without limitation, the satisfaction of the goals of the Charter School included in the Charter Petition; or (ii) the requirements of Nevada law governing charter schools, the Governing Board will require that CA prepare, in consultation with the Governing Board, a plan of corrective action for CA. The plan must include the steps which will be taken by CA to ensure that it performs in a manner which satisfies the terms of the written Charter and Nevada law.

#### **4. Responsibilities of the Charter School.**

##### **4.1 Teaching Staff.**

(a) Full-time Teachers are employees of the Charter School.

(b) To the extent permissible under Nevada law, the Charter School may contract to CA for human services including recruiting, payroll administration (including processing the payroll, collecting and remitting taxes, etc.), and benefits administration provided for in the Budget and to the extent permissible under Nevada law. All payments from the Charter School bank account for payroll, taxes or benefits shall be approved by the Governing Board.

(c) All eligible Teachers will be participants in the Public Employees Retirement System.

(d) CA shall be responsible for recruiting, training, assigning and supervising Teachers and shall strive to maintain teaching staff at a ratio as set forth in the Charter Petition.

(e) All Teachers shall hold the requisite teaching certificate as per the requirements of Nevada state law.

(f) Nothing in this provision shall prevent the Charter School from contracting selected elective courses to Teachers on a part-time basis, who shall not be employees of the Charter School, but shall be contractors of the Charter School or if approved by the Governing Board, contractors or employees of CA, as permitted by Nevada law. In no event shall such Teachers account for more than thirty (30%) percent of the total Teaching Staff except that Teachers who qualify as exempt under NAC Ch. 391 may also be contractors of the Charter School or employed by CA if approved by the Governing Board.

(g) The Charter School shall delegate to CA and the Lead School Administrator, all the day-to-day responsibility for the selection, supervision, oversight, discipline and dismissal of the Teachers. This responsibility shall be subject to Governing Board approval and oversight, conducted in accordance with due process policies and procedures and compliant with any applicable provisions of Nevada law. The Lead School Administrator shall keep the Governing Board informed of staffing decisions on a regular basis, and shall report to and be responsible to the Governing Board on collective bargaining matters, if applicable.

(h) The number of Teachers to be hired and their levels of compensation are subject to prior review and approval by the Governing Board. Notwithstanding the foregoing, the Governing Board may, at any time request that the Lead School Administrator promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher serving the Charter School. The Lead School Administrator shall provide a prompt report to the Governing Board on any and all actions taken in response to such a request. In the event the Lead School Administrator fails to take timely action to respond to the complaints or concerns raised, make a report, or in the event the actions taken by the Lead School Administrator are deemed inadequate, the Governing Board may act in the best interests of the Charter School to require the removal or replacement of that Teacher.

4.2 Other Clerical or Support Administrative Positions. The School may employ one or more individuals in clerical or support positions as may be required to support school operations.

4.3 Compliance with Law and Regulation. The Charter School and the Governing Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter Petition, conducting all required Governing Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's bylaws.

4.4 Other Services. To the extent that the Charter School elects not to contract with CA for any of the products or services provided for in this Agreement, it shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter Petition.

4.5 Insurance. The Charter School shall comply with any insurance provisions as set forth in Section 14.

## 5. Eligible Students.

5.1 Admission Requirements. Any child qualified under the laws of Nevada for admission to a public school is eligible to become a Student of the Charter School under this Agreement subject to any applicable limitations in law or regulation and subject to verification of their residency or other requirements established by law or regulation. No tuition shall be charged nor any other fees collected unless approved by the Governing Board and permissible under Nevada law.

5.2 Number. To the extent permissible under Nevada law, the Governing Board may establish a limit of Students to be enrolled during each Academic Year and CA shall not exceed that number without specific approval from the Governing Board, and the Authorizer, if applicable. In addition, CA may limit the number of Students in each grade served under this Agreement to conform to the Budget and lottery policy approved by the Governing Board to the extent permissible under Nevada law.

5.3 Priority. CA agrees to follow the admissions preferences as laid out in the Charter Petition and school policy adopted by the Governing Board, including any policy or procedures for conducting a lottery. Any limit on the number of Students who may enroll shall be communicated to interested parents and students prior to their enrollment, including any procedure for conducting a lottery. Once enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

5.4 Recruiting and Community Education. CA will be responsible for developing a plan for periodic community informational meetings and correspondence as required to recruit Students and to inform other interested parties about the Charter School. All such recruiting and community education activities are subject to prior review and approval by the Governing Board.

5.5 Public Website. CA will maintain a public web site on behalf of the Charter School that will contain any information required by the Charter School Law.

5.6 Enrollment. The Charter School delegates to CA responsibility for accepting Students into the Charter School subject to all applicable requirements under Nevada law. However, the Charter School has no responsibility to pay CA for any Students who are admitted who are not

eligible. CA shall maintain a list of the Enrolled Students on behalf of the Charter School and shall provide such list to the Governing Board promptly upon request. The list shall include all required information for the Student Records.

5.7 Full-time Status. Students shall be permitted to enroll in the Charter School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except by prior written agreement by CA and the Charter School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.

5.8 Disenrollment. A Student may withdraw from the Charter School at any time during the Academic Year. Only to the extent permitted by Nevada law, Students who do not comply with the terms of the School Handbook may also be disenrolled. CA will use its reasonable best efforts to collect any information required by law or regulation concerning a disenrolled Student's next school. CA will coordinate with the Lead School Administrator to report on the status of withdrawals and disenrollments to the Governing Board at each regularly scheduled Governing Board meeting or whenever requested by the Governing Board. CA will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student's disenrollment.

## 6. Term and Termination.

6.1 Initial Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the earlier of June 30, 2013 (the "Initial Term") or the termination of the Charter.

6.2 Renewal. Upon expiration of the Initial Term, this Agreement may be renewed, at the Charter School's option, for an additional term of five (5) years or such other renewal period agreed upon by the Parties and allowed by the applicable law or legislation. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".

6.3 Early Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

(a) By both Parties if they agree in writing to the termination;

(b) By the Governing Board, if it determines after a Performance Review that this Agreement should be terminated, it may elect to terminate the Agreement unilaterally, after providing notice thereof to CA and ninety (90) days for CA to respond and to propose a cure to any alleged deficiencies in the Performance Review and/or other performance criteria as may be included in the Agreement or as required under Nevada law;

(c) By the Governing Board if a panel is appointed under NAC 386.405(3) to supervise the academic probation of the Charter School, and it determines, as part of its final written report required by Nevada law, that the Charter School should terminate or not renew this Agreement;

(d) By either Party if the other Party materially breaches this contract, which shall include the failure by either Party to comply with the provisions of Section 9, and fails to cure such breach within ninety (90) days following written notification of such breach from the other party, the non-breaching party may elect to terminate;

(e) By the Governing Board, if it determines at its sole discretion that there is an imminent risk to the Health and Safety of Students, and CA does not remedy the risk immediately, such remedy being deemed as acceptable to the Governing Board;

(f) By CA if the payments to which CA is entitled under Section 9 of this Agreement, when calculated on a per Student basis, are reduced below the amount received in the initial Academic Year;

(g) By either party if the Nevada Department of Education or other regulatory authorities impose requirements that are materially different than those specified in the Charter Petition or those provided during the 2007-2008 Academic Year, and CA is unwilling or unable to make any required changes to the Educational Services;

(h) By the Governing Board, unilaterally and immediately for just cause. "Just cause" shall mean that CA materially breaches this Agreement in such a manner that impairs the School's ability to comply with requirements under Nevada statutes or regulations governing the Charter School, and fails to cure such breach within thirty (30) days following written notification of such breach; or

(i) In the event that the Parties fail to agree on a Budget in accordance with Section 9.

6.4 Notice of Termination. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than April 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year except if such termination is the result of Sections 6.3(b), (c), (d), (e), (f), (g), or (h).

6.5 Obligations on Termination. In the event this Agreement is terminated by either Party for any reason:

(a) CA shall assist and cooperate with the Charter School in the transition of the provision of Educational Products and Services from CA to the Charter School, or another service provider, so as to minimize the disruption to the Students;

(b) Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies

and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

(c) All access to the LMS and other Educational Products and Services shall be discontinued;

(d) CA shall provide to the Charter School copies of all Student Records not otherwise in the Charter School's possession at no additional cost; and

(e) The Charter School shall pay CA all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

**7. Representation Regarding Non-discrimination.**

CA, the Charter School and the Governing Board will not discriminate against any person on the basis of race, age, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Nevada law.

**8. Health and Safety.**

CA specifically acknowledges that it shall not do anything to interfere with and shall assist the Charter School in its responsibility to adhere to the following standards regarding health and safety:

(a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;

(b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and

(c) Complying with all state immunization laws.

**9. Financial Terms.**

9.1 Payments. The following shall represent the financial responsibilities between the Parties.

(a) As compensation for the Educational Products and Services provided by CA under this Agreement, CA and the Charter School shall negotiate in good faith a schedule of fees for services (the "Fee Schedule") for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule, the Parties shall acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a "percentage of revenue," such fees shall be assessed against funds received

by the Charter School from all governmental sources received by the Charter School from whatever source, whether from state, local, or federal government agencies, including but not limited to Title 1 funds, grants, income, or other funding sources (the "Revenues" and together with all Revenues in a given Academic Year, collectively "Total Revenues").

(b) Any costs required by the Charter Petition not specifically included in this Agreement shall be paid by the Charter School.

(c) The Parties may agree to have CA act as its payment agent for various other expenditures not included in the Fee Schedule. CA will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.

(d) CA will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within five (5) business days of action by the Governing Board which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. CA may charge interest at the rate of one and one half percent (1.5%) per month for any invoices over sixty (60) days unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by CA to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the Charter School is disputing any charges. The Charter School shall notify CA of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Nevada. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, CA shall refund such amount to the Charter School.

(e) To the extent that any adjustments as a result of a state audit are the result of CA's failure to adequately perform its responsibilities under this Agreement or the Charter, CA will be required to either: (i) return any required funds to the Charter School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future payments to the Charter School, reduce payments otherwise due to CA by the amount that funding is withheld.

9.2 Budgets. No later than April 15 or a later date if permitted by Nevada Law, of every year during the Term, CA agrees that it will present to the Charter School a balanced budget (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year. The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements and shall be based on the applicable Fee Schedule and any other necessary operating expenses. In the event that the

Governing Board and CA do not agree with the proposed balanced budget, the Parties agree to work together in good faith to resolve any disagreements by June 1.

9.3 Protection Against Deficits. In the event that as of June 30 of any year during the Term, Total Revenues are less than the Charter School's expenditures, including payments to CA as well as those incurred and paid by the Charter School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the Charter School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any Expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in an amended budget, CA shall issue a credit or make a cash payment to the Charter School to the extent required to maintain positive Net Assets at least equal to ten thousand (\$10,000) dollars as of each June 30 during the Term of this Amended Agreement. To the extent that the Net Assets at the end of any June 30 exceeds ten thousand (\$10,000) dollars, and in the event that credits have previously been issued and not repaid, CA shall be entitled to the repayment of any such credits.

9.4 Breakdown of Charges. No later than September 30 of each year or any deadline established by Nevada law during the Term, CA will provide to the Charter School a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, LMS, computer Software and Hardware, etc. This shall not change the amounts due to CA by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by CA.

9.5 Sales Tax. The Charter School shall provide CA with support that it is tax exempt. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement. If any sales and use taxes are assessed on purchases made from CA, CA will provide a credit to the Charter School equal to the amount of the sales or use taxes paid by the Charter School.

## 10. Confidential Information.

10.1 Confidential Information Defined. As used in this Agreement, "Confidential Information" means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its affiliates) or to a disclosing Party's customers or business partners unless it: (a) was generally known to the public on the Effective Date; (b) becomes generally known to the public after the Effective Date, other than as a result of the act or omission of the receiving Party; (c) was rightfully known to the receiving Party prior to its receipt thereof from the disclosing Party; (d) is or was disclosed by the disclosing Party generally without restriction on disclosure; (e) was received from a third party without that third party's breach of agreement or obligation of trust; or (f) must be

disclosed by applicable law. It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (1) educational content, curricula, teaching outlines, lesson plans, testing processes, and procedures; (2) Student Records and other student-related personal information; (3) information regarding business strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (4) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (5) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (6) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (7) the terms of this Agreement; and (8) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

10.2 Obligation to Protect. To the extent permitted by law, the Charter School shall maintain the confidentiality of the Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws and regulations, and in accordance with Section 3.10. CA shall make such information and facilities available to authorized Charter School personnel, Authorizer, Nevada regulatory authorities, and any other person, as required to comply with applicable laws and regulations, and in accordance with Section 3.10.

10.3 Protection of Student Records. The Parties acknowledge and agree that under Nevada Law and 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA") including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The Parties designate the staff, employees and volunteers who are providing educational or administrative services to the Student as agents of the Charter School having a legitimate educational interest and thus entitled to access to educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.

10.4 Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## **11. Ownership of Intellectual Property and Tangible Personal Property Supplied by CA.**

11.1 Intellectual Property. Charter School agrees that CA is the sole owner of the LMS and CA, its affiliates, and/or its contracted vendors are the owners of any Intangible Instructional Materials and other content contained in the LMS ("Content") made available pursuant to Section 2.2. The Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets related to the LMS, the Intangible Instructional Materials or the Content by reason of the Charter School's use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to CA and its successors and assigns, the non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or any of its employees or agents. Any such derivative works created shall be the sole property of CA and its transferees.

11.2 Tangible Personal Property. This Agreement does not constitute a sale or other transfer to the Charter School of any Educational Products supplied by CA pursuant to Section 2. All right, title, and interest in and to such Educational Products will remain with CA.

11.3 Trademarks. CA is the owner of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services, as specified on **Exhibit A** (collectively, the "Licensed Marks"). CA grants to the Charter School a non-exclusive, non-transferable, royalty-free license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by CA. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by CA, the most up to date version of which can be found at [www.connectionsacademy.com](http://www.connectionsacademy.com). CA retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of CA. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the name "Connections Academy", the Connections Academy logo and any other Licensed Marks that may be contained therein within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties.

## **12. Indemnification.**

12.1 Indemnification by CA of the Governing Board. To the extent not covered by insurance or not barred by any state legislation, CA shall defend, indemnify and hold the Governing Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Governing Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by CA, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Governing Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of CA shall survive the termination of this Agreement. CA shall have the right, at its own expense, to participate in the defense of any suit, without relieving CA of any of its obligations hereunder.

12.2 Indemnification by the Charter School. To the extent not covered by insurance or not barred by any state legislation, the Charter School shall defend, indemnify and hold CA and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which CA and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the Charter School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any CA officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the Charter School shall survive the termination of this Agreement. The Charter School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Charter School of any of its obligations hereunder.

12.3 Indemnification Procedure. The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

## **13. Limitation of Liabilities.**

13.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of CA, its directors, officers, employees, or agents.

13.2 In no event will CA and their respective employees or agents be responsible or liable for the debts, acts or omissions of the Charter School, its directors, officers, employees, or agents.

**14. Insurance.**

14.1 CA Insurance. CA will maintain and keep in force no less than substantially such amounts of insurance as are provided for in **Exhibit B** to cover insurable risks associated with operations under this Agreement, whether such operations are conducted by CA, or by any subcontractor or anyone directly or indirectly employed by any of them. Such coverage will include worker's compensation insurance for any CA employees provided under the terms of this Agreement. The Charter School shall be included as an "additional insured" at no additional charge. Any charges associated with such insurance shall be included in the Fee Schedule.

14.2 Charter School Insurance. The Charter School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter Petition, applicable law, or both. Further, the Charter School may elect to maintain additional coverage, in which event CA shall arrange for the requisite coverage on behalf of the Charter School and include the cost in the Fee Schedule. CA shall be included as an "additional insured" as to any such coverage. The Charter School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Authorizer or by the Charter Petition, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.

14.3 Liability Insurance. Liability insurance for any facility leased directly and/or managed by the Charter School and any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

**15. Notices.**

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

**If to the Charter School:**

Nevada Connections Academy  
Attention: Board Chair  
175 Salomon Circle, Suite 201  
Sparks, NV 89434

**Cc:** Lionel Sawyer & Collins  
Attention: NCA Board Counsel  
1100 Bank of America Plaza  
50 West Liberty St.  
Reno, NV 89501

**If to CA:** Connections Academy of Nevada, LLC  
c/o Connections Education LLC  
Attention: President  
1001 Fleet St, 5<sup>th</sup> Floor  
Baltimore, MD 21202

**Cc:** Connections Education LLC  
Attention: General Counsel  
1001 Fleet St, 5<sup>th</sup> Floor  
Baltimore, MD 21202

**16. Miscellaneous.**

16.1 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

16.2 Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either Party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of CA or its managing member, notice of which shall be provided by CA to Governing Board, shall not be deemed a violation of this Agreement.

16.3 Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

16.4 Force Majeure. If any circumstance should occur that is not anticipated and is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

16.5 No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

16.6 Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

16.7 Governing Law. This Agreement shall be governed and controlled by the laws of the state of Nevada. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Nevada, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

16.8 Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

16.9 Compliance with laws, policies, procedures, and rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter Petition, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.

16.10 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

16.11 Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

16.12 Attendance at Meetings. During the Term, CA will have the right to designate an individual or such individuals who shall have attendance rights at all Governing Board meetings. Such rights are limited exclusively to attendance and provide no rights to participate without the

express permission of the Governing Board. The designated individuals shall also have the right to attend closed or executive sessions where such attendance is not prohibited by applicable law, except any session where CA or the terms of this Agreement are discussed and a majority of the Governing Board votes to exclude CA from such session.

16.13 Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

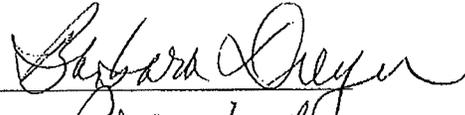
16.14 Survival. The rights and responsibilities of Sections 6.5, 9, 10, 11, 12, 13, 14, 15, 16.1, 16.2, 16.3, 16.5, 16.6, 16.7, 16.8, 16.9, 16.10, 16.11, 16.13 and 16.14 shall survive the termination of this Agreement.

**IN WITNESS WHEREOF**, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

**NEVADA CONNECTIONS ACADEMY**

By:   
Title: NCA Board President  
Date: May 17, 2011

**CONNECTIONS ACADEMY OF NEVADA,  
LLC**

By:   
Title: President  
Date: June 7, 2011

**Exhibit A – List of CA Trademarks, Service Marks, Logos and Tradenames**

Connections Academy®, the Connections Academy logo, Moving at the Speed of Learning®, Connections Academy & Design™, Personalized Performance Learning®, LEAP Longitudinal Evaluation of Academic Progress®, Longitudinal Evaluation of Academic Progress®, Teachlet®, LiveLesson®, Connect-a-majig®, Connexus™, Connections Education™ and Connections Learning™.

The most updated list of marks can be located at:

<http://www.connectionsacademy.com/Libraries/PDFs/CACCommonLawTrademarks.sflb.ashx>

**Exhibit B – Certificate of Insurance**

August 29, 2017

Via Electronic Mail

Danny Peltier  
State Public Charter School Authority  
1749 N. Stewart Street, Suite 40  
Carson City, Nevada 89706

**Re: Public Records Request**

Dear Mr. Peltier,

Under NRS 239.0107, on behalf of Nevada Connections Academy (“NCA”), we hereby request electronic copies of the following public records in the legal custody and control of your office:

All documents that Board Member Jason Guinasso has reviewed, requested, or considered relative to NCA beginning May 25, 2017, until the date of receipt of this public records request—whether contained in Member Guinasso’s personal files or otherwise. We intend that the scope of this request include communications, correspondence, and notes of any kind—whether contained on personal electronic devices or otherwise—regarding the documents Member Guinasso has reviewed, requested, or considered pursuant to this request.

We note that Board Member Guinasso is subject to this request regardless of the identity of the State Public Charter School Authority (“SPCSA”) employee designated as the agency records official under NRS 239.008. The information requested herein necessarily serves as “the record of an official action of a state agency” and is therefore public record pursuant to NAC 239.705. Moreover, though Member Guinasso may be considered a private actor on some level, his communication and action as a Board Member of a state agency is public record where it relates to the official action of a state agency. *See, e.g.*, NRS 239.001(4) (“The use of private entities in the provision of public services must not deprive members of the public access to inspect and copy books and records relating to the provision of those services.”). As a general matter, under the Public Records Act, public records are presumptively subject to inspection under the common-law right, and the entity seeking to

prevent inspection bears the burden of establishing why the records sought should not be furnished. 66 Am. Jur. 2d, Records and Recording Acts section 26 (2012).

Additionally, under Nevada law, text messages and electronic messages of public or state officials contained on private mobile devices are considered public record. *Compare Reno Newspapers v. Sheriff*, 126 Nev. 211, 212, 234 P.3d 922, 923 (2010) (“The Nevada Public Records Act considers all records to be public documents available for inspection unless otherwise explicitly made confidential by statute . . .”), with NRS 239 generally (containing no provision that provides for confidentiality of public or state officials’ private electronic messages). Courts in other jurisdictions have confirmed that the same is true under the Public Records Act. *See Nissen v. Pierce County*, 183 Wash. 2d 863, 357 P.3d 45 (2015) (concluding that content of work-related text messages sent and received by county prosecutor on his private cellular telephone in his official capacity were “public records” under Public Records Act). Therefore, the scope of our request includes electronic communication on all personal devices or items considered in Guinasso’s personal files.

Information stored on computer hard drives, mobile devices, or copied onto microfilm is as much a public record as information contained in filing cabinets. Thus, we specifically request that you provide copies of any of the foregoing, regardless of the method by which such information is stored or maintained.

Please provide the requested records by no later than September 6, 2017 pursuant to NRS 239.0107. I understand there is a charge for copies of public records. I understand I will receive a written estimate for production of the records indicated above if the estimated cost is expected to be over \$200.00, which I will be required to pay in full prior to inspection or reproduction.

Thank you in advance for your cooperation in this matter. If you have any questions or require additional information, please advise.

Sincerely,



Laura K. Granier  
Erica K. Nannini  
EKG;jes

cc: Jason Guinasso  
Greg Ott, Nevada Attorney General’s Office  
Patrick Gavin

**Friday September 16, 2017**

Re: Nevada Connections Academy 8/29/2017 Public Record Request Response

In response to Ms. Granier's records request, Chair Guinasso consulted with legal counsel, Mr. Whitney, and determined that records responsive to NCA's request include:

- 1) All the documents uploaded to the SPCSA website before and/or during the May hearing;
  - a. [http://charterschools.nv.gov/News/May\\_25,\\_26,\\_27\\_2017\\_Support\\_Documents/](http://charterschools.nv.gov/News/May_25,_26,_27_2017_Support_Documents/)
- 2) All documents and transcripts included in the evidence binders in advance of the 8/23 hearing;
  - a. [http://charterschools.nv.gov/News/August\\_23,\\_2017\\_SPCSA\\_Board\\_Meeting\\_Support\\_Docs/](http://charterschools.nv.gov/News/August_23,_2017_SPCSA_Board_Meeting_Support_Docs/)
- 3) transcripts of the May hearing
  - a. Included in DropBox Folder
- 4) the written closing arguments and exhibits attached to the written closing arguments; and
  - a. [http://charterschools.nv.gov/News/August\\_23,\\_2017\\_SPCSA\\_Board\\_Meeting\\_Support\\_Docs/](http://charterschools.nv.gov/News/August_23,_2017_SPCSA_Board_Meeting_Support_Docs/)
- 5) The NCA charter and charter amendment you sent me in response to my specific request.
  - a. Included in DropBox Folder

There are two legal pads of notes, notes Chair Guinasso took on MS word documents in preparation for both hearings, notes that he wrote on post-it and notes written onto documents. Mr. Whitney has advised that these documents are not public records and do not need to be produced in response to Ms. Granier's request.

[lkgranier@hollandhart.com](mailto:lkgranier@hollandhart.com)

**BRIAN SANDOVAL**  
*Governor*

**STATE OF NEVADA**

**PATRICK GAVIN**  
*Director*



**STATE PUBLIC CHARTER SCHOOL AUTHORITY**  
1749 North Stewart Street Suite 40  
Carson City, Nevada 89706-2543  
(775) 687 - 9174 • Fax: (775) 687 - 9113

**Amendment to the Charter Contract of  
Nevada Connections Academy**

Amendment Approved by the Governing Body of the Charter School

And

Nevada State Public Charter School Authority, the Charter School Sponsor

1. Amendment: **To operate at 555 Double Eagle Court Suite 2000, Reno, NV 89521**

Date of Sponsor Approval: **March 20, 2015**

Signature of Sponsor's Authorized Designee:

A handwritten signature in black ink, appearing to read "Patrick Gavin".

Date of Signature: April 22, 2015

# 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

# Application for Renewal Of a Public School Charter

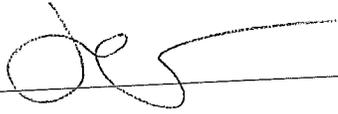
## Certification Statement

Charter School Name: NEVADA CONNECTIONS ACADEMY

I hereby certify that the information submitted in this application for renewal of a public school charter is true to the best of my knowledge and belief; and further I understand that, if awarded a renewed charter, the school shall continue to be open to all students on a space available basis, and shall not discriminate on the basis of race, gender, religion, ethnicity, disability, athletic performance, special need, or proficiency in the English language, and academic achievement. This is a true statement, made under the penalties of perjury.

This request for renewal of the charter was approved in a public, open meeting of the school's governing body held on (date) November 27, 2012. A copy of the meeting agenda and minutes is attached.

Governing Body President signature: \_\_\_\_\_



Print Name: Jamie Castle

Date: 11/27/12



NEVADA CONNECTIONS ACADEMY (NCA)  
BOARD MEETING  
AGENDA

Pursuant to the Nevada Open Meeting Law, notice is hereby given to the members of the NCA Board and the general public that the NCA Board will hold a meeting open to the public on:

**Date and Time:**

Tuesday, November 27, 2012 at 6:30 p.m. PT

**Held at the following locations:**

Nevada Connections Academy  
175 Salomon Circle, Suite 201  
Sparks, NV 89434

**And via teleconference:**

800-504-8071; 184-9889#

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chair.

Reasonable efforts will be made to assist and accommodate persons with a disability. Please contact Jennifer Dukek at (775) 826-4200. Requests should be made as early as possible to arrange the accommodation; no later than twenty four (24) hours prior to the meeting.

**BOARD AGENDA**

- I. Call to Order – J. Castle
- II. Roll Call – J. Castle
- III. Public Comment

The Board welcomes participation by the members of the public both in-person and telephonically. To address an item on the agenda, before the scheduled start of the meeting, an individual must write their name and a short description of the agenda item on which they wish to comment on the card provided and submit this to the Chair, along with any materials they want to have distributed to Board. Individuals who wish to address the Board telephonically must contact the School Principal by phone or by email at least twenty four (24) hours before the scheduled start of the Board meeting. If the individual wants to provide any written materials to the Board, these should be emailed to the School Principal at least twenty four (24) hours before the scheduled start of the meeting.

The total time for any individual to present, either in person or via telephone, on an item on the agenda shall not exceed three (3) minutes, unless the Board grants additional time.

Individuals desiring to make a formal presentation to the Board on an item not on the agenda but desiring it be placed on the agenda must provide notice and written submissions detailing the subject of the presentation to the School Principal at least fourteen (14) days prior to the meeting. Any such presentations shall not exceed fifteen (15) minutes in duration, unless otherwise permitted by the Chair.

To view the Board Public Comment Policy, visit the school's "About Us" page at [www.connectionsacademy.com](http://www.connectionsacademy.com)

- IV. Routine Business
  - a. Approval of Agenda – J. Castle
  
- V. Oral Reports
  - a. Principal's Report (MSR attached) – J. Dukek
    - i. Pupil Enrollment and Attendance Audit Update
    - ii. Student Activities Update
  - b. Financial Report (attached) – S. Soltz
  
- VI. Consent Agenda
  - a. Approval of Minutes from the October 16, 2012 Meeting (attached)
  - b. Approval of Staffing Report (attached)
  - c. Approval of Revision(s) to 2012-2013 School Year General School Handbook: Drug, Alcohol and Tobacco-Free Environment Policy (attached)
  - d. Approval of Revision(s) to 2012-2013 School Year State Specific School Handbook: Advanced Diploma Program (attached)
  - e. Approval of Curriculum Strategy for the 2013-2014 School Year (attached)
  
- VII. Action Items
  - a. Approval of Connections Academy of Nevada, LLC Invoice for October (attached) – K. Liebendorfer
  - b. Approval of Charter Renewal Application or Approval of School Principal and Board President as Designees to Finalize and Submit Charter Renewal Application on behalf of the Board (to follow) – J. Dukek
  
- VIII. Information Items
  - a. State Relations Update – B. Dryer
  - b. School Enrollment Opening for 2013-2014 School Year – J. Dukek
  
- IX. Public Comment (as detailed previously in agenda)
  
- X. Confirmation of Next Meeting and Adjournment – January 15, 2013 at 6:30 p.m. PT.

Notices of this meeting have been appropriately posted as required by the Nevada Open Meeting Law N.R.S 241.020(2) on or before 9:00 a.m. on the third working day before the meeting at the following locations:

- (1) Lionel Sawyer & Collins, 1100 Bank of America Plaza, 50 West Liberty Street, Reno, NV 89501
- (2) Nevada Connections Academy, 175 Salomon Circle, Suite 201, Sparks, NV 89434
- (3) Downtown Reno Library, 301 S Center Street, Reno, NV 89501
- (4) Save Mart, 195 W Plumb Lane, Reno, NV 89509
- (5) Washoe County Law Library, 75 Court Street, Reno, NV 89501

Further in compliance with NRS 241.020, this Agenda has been posted on the official website for the Nevada Connections Academy, [www.connectionsacademy.com](http://www.connectionsacademy.com)



DRAFT  
**NEVADA CONNECTIONS ACADEMY**  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
**Tuesday, November 27, 2012 at 6:30 p.m. PT**  
In Person at Nevada Connections Academy  
175 Salomon Circle, Suite 201  
Sparks, Nevada  
And by Teleconference

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**I. Call to Order**

Ms. Castle called the meeting to order at 6:33 p.m. when all participants were present and able to hear each other. The school was open for the public to attend the meeting.

**II. Roll Call**

Board Members Present: Jamie Castle, Kelly McGlynn, Scott Harrington, Mindi Dagerman, Jafeth Sanchez, Katie Keating and Kirsten Liebendorfer (in person);

Guests: Jennifer Dukek, Principal (in person at the school, which was open to the public); Sarah Ault, Evie Uhlfelder and Heather Woodward, Connections Education (in person) Barbara Dryer and Shawn Soltz, Connections Education (via phone).

**III. Public Comment**

There were no public comments at this time.

**IV. Routine Business**

a. Approval of Agenda

Ms. Castle asked the Board to review the Agenda distributed prior to the meeting. The Board requested Consent Item (d) Approval of Revision(s) to 2012-2013 School Year State Specific School Handbook: Advanced Diploma Program, be moved to Action Items. There being no further changes noted, Mr. Harrington made the following motion and it was seconded by Ms. Dagerman as follows:

RESOLVED, that the Agenda for the November 27, 2012 Meeting of the Board of Directors of the Nevada Connections Academy, as amended, is hereby approved.

The motion passed unanimously.

**V. Oral Reports**

a. Principal's Report

Ms. Dukek presented this item to the Board.

i. Pupil Enrollment and Attendance Audit Update

Ms. Dukek updated the Board on current enrollment numbers. She also noted that Count Day successfully resulted in 99.5% of students being funded by the State.

ii. Student Activities Update

Ms. Dukek updated the Board on student activities. She updated the Board on the recent and upcoming school activities, including the 15 events for students throughout the state in November and the upcoming 12 events currently scheduled in December. These events included field trips, special education events and college fairs in the state.

b. Financial Report

Mr. Soltz reviewed the financial information contained in the Board materials, including the balance sheet. He reviewed the changes in the financials since the last month's statements, and the forecasted expenses.

**VI. Consent Items**

Ms. Castle asked the Board members whether there were any items from the Consent Items that they wished to have moved to Action Items, other than those previously noted in the meeting, for discussion, or tabled. There being no further changes, Ms. Mitchell made the following motion and it was seconded by Ms. Sanchez as follows:

RESOLVED, the Consent Items:

- a. Approval of Minutes from the October 16, 2012 Meeting;
- b. Approval of Staffing Report;
- c. Approval of Revision(s) to 2012-2013 School Year General School Handbook: Drug, Alcohol and Tobacco-Free Environment Policy; and
- e. Approval of Curriculum Strategy for the 2013-2014 School Year; are hereby approved.

The motion passed unanimously.

**VII. Action Items**

a. Approval of Connections Academy of Nevada, LLC Invoice for October

Ms. Liebendorfer reviewed in detail the Connections Academy invoice for the month of October as drawn from the financial report in the Board materials. She asked the Board members whether they had any questions on the invoices or if any items required further explanation. The Board discussed the Short Term Substitute Teaching Services line item in detail. There being no further discussion, Ms. Dagerman made the following motion and it was seconded by Ms. Keating as follows:

RESOLVED, that the Connections Academy of Nevada, LLC invoice for the month of October 2012, in the amount of \$570,310.01 as presented, is hereby approved.

The motion passed unanimously.

b. Approval of Charter Renewal Application or Approval of School Principal and Board President as Designees to Finalize and Submit Charter Renewal Application on behalf of the Board

Ms. Dukek provided the Board with an overview of the charter renewal process with the state, including the timeline for submission and process for review. She reviewed changes proposed by Board Counsel and also reviewed the changes to question number nine of the Charter Renewal Application. She also reviewed the academic goals of the school by year, detailing data and goals in support of the application from the 2011-2012 school year. Ms. Dukek noted that the Application was for all essential purposes completed, with the exception of grammatical changes, which she expects to make before the School's Winter Break so she can hand-deliver the Application to the NVDOE. The Board discussed the process in detail and thanked Ms. Dukek and Ms. Castle for their work and for submitting the renewal application on behalf of the Board. There being no further discussion, Mr. Harrington made the following motion and it was seconded by Ms. Dagerman as follows:

RESOLVED, that the Charter Renewal Application and designation of the School Principal and the Board President as the Board Designees to finalize changes and submit Charter Renewal Application on behalf of the Board, as presented, is hereby approved.

The motion passed unanimously.

Approval of Revision(s) to 2012-2013 School Year State Specific School Handbook: Advanced Diploma Program

Ms. Dukek reviewed the proposed amendments to the program based on State Requirements of Standard. The Board thanked Ms. Dukek and Ms. Ault for the explanation of changes to the program. The Board noted changes they would like to see in the document for consistency. There being no further discussion, Ms. Dagerman made the following motion and it was seconded by Mr. Harrington as follows:

RESOLVED, that the approval of Revision(s) to 2012-2013 School Year State Specific School Handbook: Advanced Diploma Program, as amended and discussed during the meeting, is hereby approved.

The motion passed unanimously.

**VIII. Information Items**

a. State Relations Update

Ms. Dryer updated the Board on the recent legislative activities in Nevada, which may impact the school.

b. School Enrollment Opening for 2013-2014 School Year

Ms. Dukek advised the Board that the school, along with other Connections Academy partnering schools, is currently researching the option of opening enrollment on March 1<sup>st</sup> instead of the previously planned April 1<sup>st</sup> start. He reviewed the background involved in this consideration, and advised that there would be additional information provided at the next meeting. Board members in attendance had a brief discussion, and expressed their support of the earlier opening of enrollment for the next school year.

**IX. Public Comment**

There were no public comments.

**X. Confirmation of Next Meeting and Adjournment – January 15, 2103 at 6:30 p.m. PT**

The next meeting is scheduled for January 15, 2013 at 6:30 p.m. PT. Ms. Sanchez made the following motion and it was seconded by Ms. Keating to adjourn the meeting at 7:15 p.m.

## **Introductory Instructions**

The Application for Renewal shall consist of narrative responses to all requirements in the Application for Renewal as well as any and all documentation and data submitted to support the responses. The charter school should strive to complete each response as thoroughly and comprehensively as possible (including submitting documentation, data or other objectively verifiable information to support each response) so as to minimize further explanation or clarification to the Sponsor. Responses that identify strengths as well as weaknesses, and explanations why such weaknesses are outweighed by the strengths, are strongly encouraged. Responses that lack supporting evidence or require the Sponsor to guess at the meaning of a particular statement or make assumptions concerning supporting evidence are strongly discouraged.

During the process of evaluating whether to approve the Application for Renewal, the Sponsor reserves the right to conduct site visits and interviews of parents, students, members of the governing body, administration, and staff of the charter school. The Sponsor may also consider the school's most recent NRS 386.610(1) progress report and NAC 386.410 compliance report.

The Application for Renewal of a Public School Charter Certification Statement must be signed and attached to the Application for Renewal.

It is recommended that the charter school's Governing Body President and Administrator be in attendance at the meeting of the State Board of Education in which the Application for Renewal is considered.

Please indicate the type of Application for Renewal the charter school is submitting (check one):

NRS 386.530(1). This application for renewal of a charter under NRS 386.530 (1) may be submitted to the sponsor of a charter school not less than 120 days before the expiration of the charter. The charter expiration date can be found in the "Written Agreement" (under "term") between the charter school and its sponsor. Charter schools wishing to renew their charters are solely responsible for submitting an Application for Renewal before the deadline stated above. The Department of Education shall not be responsible for notifying charter schools of this deadline.

Please respond to the questions on pages 4-6 of this application.

Please also submit a copy of the school's current budget.

NRS 386.530(2). An application for renewal of an initial charter under NRS 386.530(2) may be submitted after three (3) years of operation of the charter school.

Please respond to the questions on pages 7-9 of this application. Include in your answer to #3, for NAC 386.310(3), the NRS 386.610(2) and NAC 386.350(6) three year progress report.

Please also submit a copy of the school's current budget.

The application, excluding attachments, should not exceed 20 pages, 12 point font, single or double spaced. Submit 10 copies of the renewal application and supporting documents.

## Application

Please provide the following for a renewal pursuant to NRS 386.530(1):

### **1. Any changes in any of the items listed in the initial application to form the charter school.**

#### **NAC 386.300(1)**

Explain how the initial application (application as approved by the sponsor and written agreement) has served the school during the term of its charter. Explain what have been the strengths and weaknesses.

Provide in detail any changes that have been made to the application/charter. Offer the reasons behind the changes and what the results have been. Provide documentation of Department/State Board approval of all changes and amendments to the original application. Changes and amendments that have not been approved by the Department/State Board will not be recognized and must be reversed.

The Nevada Connections Academy ("NCA") is currently in its sixth year of serving students in Nevada, having launched in 2007 to provide a complete virtual school program to Nevada public school students. Overall, the original charter has served Nevada Connections Academy (NCA) well, and the school has worked hard to fulfill the mission and original charter goals. The school has experienced significant growth during the term of the charter, which speaks to the demand for such an option, and also to the school's overall success in fulfilling the mission and vision described in the charter. The original charter growth projections, based on a careful review of demographics and the demand for the type of educational offering provided by NCA, were very accurate. It projected "at least 1500 students by the sixth year of its charter." As of September 30, 2012, the start of year six, the school had 1600 students enrolled, and has shown overall steady upward growth in enrollment. In addition, enrollment breaks down very evenly across grade bands, with approximately one third of the school population enrolled in grades K-5, one third in grades 6-8, and one third in high school, as anticipated by the original charter.

In addition, NCA's rigorous, continually updated curriculum, aligned to state and national standards, has helped fulfill the charter's goal of offering a top-quality academic program that provides students with a wide range of educational opportunities, including support for struggling students and opportunities for academically advanced students. Our Education Management System, now known as Connexus®, has fulfilled the charter's promise of a high-tech virtual school environment that not only provides a data-driven, highly accountable virtual educational program, but also facilitates and fosters genuine connections among students, teachers, parents, and all members of the school community. NCA remains satisfied with its Educational Management Organization (EMO) Connections Academy of Nevada, LLC, which was the EMO selected for the initial charter. NCA plans to continue contracting with Connections for its turnkey educational services. It is worth noting that every member of the Connections leadership team listed in the original charter application is still employed by Connections Education. This long-term stability, along with Connections' commitment to continual improvement of all its services, are two key reasons why NCA believes that this part of the original charter has served the school well.

We do not feel there were any weaknesses in the initial application, although some revisions to the charter were made during the term of the charter, as noted below. Overall, the original charter has served as an appropriate foundation for a virtual charter school that has been able to provide a wide variety of students across the state with an educational option that works well for them.

The first change to the charter application concerned the grade range offered by NCA. The State Board did not initially approve the school's request to offer grades K-3. However, the school was invited to submit a revised application expanding the charter to those grades based on the demand for them and subsequently received approval to offer them on 08/08/2008, as indicated in the current Charter School Agreement (**Attachment A**).

In addition, on January 30, 2009, an amendment (see **Attachment B**) to change the governing board bylaws for the Nevada Connections Academy's charter was approved. Changes to the Governing Board bylaws were necessary to clarify specific powers and duties of the Board and modify criteria for Board membership. Technical changes to language within the bylaws were made to better align with state regulations.

On August 12, 2010, NCA submitted a request for a technical amendment to change the physical location of the Nevada Connections Academy office from 5690 Riggins Court, Suite B, Reno, NV 89502, to 175 Salomon Circle, Suite 201, Sparks, NV 89434. The request was made to Dr. Keith Rheault, Superintendent of Public Instruction. Dr. Rheault confirmed to Board Counsel that this type of amendment was not something that required approval of the State Board of Education, but instead, would be processed through Nevada Department of Education. All conditions of the technical amendment were met on November 30, 2010. Required documentation was submitted directly to Dr. Rheault via electronic mail through Laura Granier's office.

In January of 2012, Nevada Connections Academy submitted a request to amend its charter to better align the goals outlined in the approved charter application with the annual, board-approved school goals. Steve Canavero, Angela Blair and Katherine Rohrer from the State Public Charter School Authority (SPCSA) met with the school administrator and discussed waiting to render a decision until further guidelines for school goals were established by the newly formed SPCSA. As of this date the amendment is still pending approval.

**2. A profile of the achievement of the pupils enrolled in the charter school during the preceding six years, as reflected in proficiency examinations and other means of assessment and evaluation. NAC 386.300(2)**

Provide evidence that the charter school's students have made academic progress over time while enrolled in the school. As much student academic data as is available should be used to support progress.

Adequate Yearly Progress (AYP) of the charter school must also be addressed, and a current copy of the School Improvement Plan must be provided.

NCA has performed well against other virtual public schools in the state. In fact, overall, NCA students performed very well against state averages over the past term of the charter, often meeting or exceeding overall state averages and grade level performance in reading, writing, and science. It is important to note that students who select NCA do so because whatever their previous form of schooling has not been meeting their needs. A particular weakness of almost all incoming students concerns their mastery of math and in fact the weakest subject across all years has been math, where NCA students tend to lag several points behind the state average. Please see the attached Summary of State Test Results (**Attachment C**), with data taken from the Nevada Report Card website: [www.nevadareportcard.com](http://www.nevadareportcard.com).

*Evidence does support this (However more approach is better)*  
*would like to see evidence of this*

NCA has closely monitored its performance against the state's AYP criteria and has faced challenges similar to other Nevada public schools as the standards became more rigorous. NCA is impacted even more than many schools since its growth results in many more students who are new to the school but still are counted in NCA's evaluated population, even though most of their schooling was in another environment.

*Not true we should clarify*

*New students*  
*transit*

#### AYP Results

**2007-08:** Nevada Connections Academy met standards for Adequate Yearly Progress (AYP) in 2007-2008 at all grade levels and made AYP.

**2008-2009:** Nevada Connections Academy met AYP standards at elementary grades in all areas except for low math performance in one subgroup. Secondary grades met all AYP standards except for a low participation rate in one subgroup in English/Language Arts and low participation and performance rates in one subgroup in Math.

**2009-2010:** Nevada Connections Academy met standards for Adequate Yearly Progress (AYP) in 2009-2010 at all grade levels and made AYP.

**2010-2011:** In 2010-2011, NCA made AYP at the secondary grade levels, but did not meet AYP standards at elementary grades for low performance in ELA in four subgroups and Math in five subgroups.

**2011-12:** In 2011-2012, NCA did not meet AYP standards at elementary grades for low performance in math for all subgroups and low performance in ELA for two subgroups. Additionally, the elementary levels did not meet the other indicator for AYP, as the result of a data entry/calculation error. Failure to meet AYP for two consecutive years at the elementary level resulted in the designation of In Need of Improvement (INOI). The secondary levels met all AYP standards except for low math performance in one subgroup.

No marked trend in subgroups was noted for those years/grades where AYP was not met; however, the last two years indicate a need to focus on performance for the Free and Reduced

Lunch (FRL) and IEP subgroups. Low performance in mathematics was the common factor in all years when AYP was not met.

*Cap. High  
to get more*

NCA continues to aggressively work on mathematics improvement plans across targeted grade levels each year as part of the school improvement planning. Our 2012-2013 School Improvement Plan (**Attachment D**) was developed to improve student academic achievement at all grade levels with a specific focus on math performance school wide and English/Language Arts performance at the K-8 grade levels. NCA is fully committed to high academic performance, not only versus other virtual schools, but as compared to traditional schools serving comparably challenged populations. Much work needs to be done, but the school is fully committed to this goal.

*we need to say this is not appropriate.*

**3. A report on the progress of the charter school toward meeting its mission, goals, and objectives. NAC 386.300(3)**

To ensure that the school reports on the mission, goals, and objectives that were approved by the sponsor, the school must request from the Department a copy of the mission, etc., that is included in the school's charter. Provide quantitative evidence that the school has made satisfactory progress toward achievement of the mission, etc. Any claims about student performance should be supported by evidence from state-mandated assessments. If staff evaluations of student performance are included, they need to be supported by objective assessment data and documented criteria. If the charter school has not fully reached the standard called for by a particular academic performance objective or goal, an explanation must be included about why the school considers the progress that it has made to be reasonable.

Provide a statement about the history of the school's enrollment during the term of its charter. Provide Count Day numbers and March 1st enrollment for each of the most recent three school years. Address fluctuations in enrollment.

NCA is committed to using quantitative data in all aspects of school operations. For example, student achievement is monitored by teachers and administrators on a frequent and on-going basis, and forms the foundation for all improvement planning, whether by individual teachers or as an overall school planning process. Powerful tools built into Connexus, the NCA Education Management System, provide all staff, students, and parents access to up-to-the minute data on student performance, as appropriate for their roles. For example, the Grade Book provides detailed information on student progress in each course, course grades, overall average, teacher feedback, and other academic information. The student's Personalized Learning Plan (PLP) includes all student test data, including state test scores, pre- and post-testing scores, and other data points, all of which are used to help tailor each student's individual learning program to best meet his or her needs. The powerful Assessment Objective Performance Report reflects student performance in specific objectives and skill areas, and shows how many assessment items the student has completed and which items the student has answered correctly. Connexus also captures information on support and intervention programs provided to students, and teachers and administrative staff review this information in weekly student support team meetings to ensure the individual needs of every student is being met. Teachers

work together in PLCs to understand all of this data and its implications then plan both small group and individual activities based on student need. Finally, regular, one-on-one and small group synchronous and asynchronous contact between teachers and students, and parents and teachers, ensure that teachers are able to know their students as individuals. Using these and other tools and strategies, NCA's teachers work every day to fulfill the school's mission - to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program.

During the 2011-2012 school year, school staff conducted a thorough self-study as part of the process to obtain full accreditation status with the Northwest Accreditation Commission/AdvancED. The following is noted from the "Findings" of the site visitation team:

*The on-site visiting team verified the Consensus Self-Study. The team was impressed with the school's and administrators' commitment to continually improve its programs and services and seek recognition of its successful programs. Schools that conduct thorough self-studies usually have accurately identified their strengths and areas needing improvement. The steering committee and administrators discovered that the team findings correlated with what the school already identified.*

*The Visiting Team concurs with the findings of the self-study. The team's on-site evaluation confirmed that:*

- *The self-study was appropriately conducted and well translated.*
- *The findings are accurate and valid.*
- *The planned improvement efforts are based on solid evidence.*
- *The improvement endeavors are worthy of devoting human and financial resources.*
- *The planned improvement efforts, if consistently implemented, are likely to produce improved student academic performance and enhance school quality.*

Please see the attached Summary Report on Progress in Meeting Mission and Goals (**Attachment E**).

Nevada Connections Academy opened in fall of 2007 with 420 students funded on count day. In fall of 2008, the school became a full K-12 school, and served approximately 725 students. The school experienced substantial growth every year through the 2011-12 school year, when the school's enrollment exceeded 1700 students. With the continued expansion of virtual school options in the state and the continuing economic challenges making it difficult for some families to remain at home with younger children, enrollment in the Fall of 2012 indicated a slight drop from the previous year. Currently the school's enrollment is just under 1600 students.

School Year	Count Day Enrollment	March 1 <sup>st</sup> Enrollment
2007-2008	420	341
2008-2009	873	727
2009-2010	1322	1113

2010-2011	1563	1262
2011-2012	1715	1354

YES?

**4. A report on the effectiveness of the collaboration between licensed and nonlicensed staff members in the instructional program of the charter school. NAC 386.300(4)**

Provide evidence that the school’s administration, professional staff, and nonlicensed staff have performed capably and have made significant progress relative to the school’s goals and objectives. This section should include discussion of teacher and staff evaluation, staff turnover, leadership changes, etc.

Provide evidence that teachers and paraprofessionals (in Title I schools) are highly qualified as required by State Law.

Evidence should be provided that the Governing Body has been responsible and effective in providing appropriate collaboration oversight, and that it has handled organizational challenges competently. Describe how the Governing Body has functioned over the term of the charter, include evidence of stability and discussion of turnover.

The NCA Board of Directors (the “Board”) sets policy and hires contractors, including those providing the management, curriculum, technology, special education, and instructional services for the school. Additionally, the Board delegates responsibility for creating procedures and operating the school on a day-to-day basis to the school principal, assistant principal(s), and staff.

The principal supervises the school staff, which consists of assistant principal(s), teachers, guidance counselors, special education staff, and administrative personnel. The principal also reports to the Board at every meeting on a variety of elements of the school’s operations. The principal is hired by the Board of Directors of the school and is formally evaluated by the Board twice a year based on the metrics of the school and its performance against school goals, as well as input from the school’s EMO. The Board also reviews and approves the school’s hiring and evaluation policies, which are located in the employee and board policy handbooks. The Board's role in the evaluation of the school leader also helps to ensure that the Board can appropriately delegate implementation of board policies to the school staff and receive feedback that those policies are being properly implemented. While there were some leadership changes since the school opened as the board searched for the most suitable leader to promote their mission and vision, there has been a stable leadership team in place since the 2010-2011 school year.

The Board has been successful in maintaining a prominent role in the direction of the school via policy and oversight, while supporting and allowing the school leadership team members to do their jobs. The Board is regularly updated on the school's goals, the results of parent and staff surveys, and the school's academic achievements. In this way, decision-making can be consistently informed by the school and students' performance and the Board is able to participate in the review and refinement of the school's vision, purpose, and goals.

The school principal makes hiring recommendations to the Board, who ultimately approves all newly hired staff. The school utilizes the services of its EMO to process its HR functions, including payroll.

NCA leadership works with school staff and stakeholders to develop specific annual goals. These goals are then presented to the NCA Board for final approval prior to implementation. School-specific goals align with the Governing Board goals outlined in the charter application. Progress toward these goals, measured by detailed data from state test scores, satisfaction surveys, and other data within Connexus, directly impacts bonus compensation for the school administration and staff. The school leader, the board treasurer, and other key members of the leadership team develop and manage the school's budget, with support from the EMO. The Board approves the budget and reviews and approves all budgetary expenditures at each board meeting.

#### **Staff Development and Advancement:**

Currently, 100% of NCA's teachers are designated as "Highly Qualified" according to state and federal criteria (see **Attachment F**). Forty-nine percent of the staff hold advanced degrees. The average experience for NCA teachers is 9.5 years. NCA does not currently employ any paraprofessionals. Since opening in 2007, the NCA school staff has grown from nine employees to 60 employees for the 2012-2013 school year. During the 2011-2012 school year the staff turnover rate was 12.5%, which represents eight staff members. Of the eight who left in the 2011-12 school year, five moved out-of-state for family reasons and three accepted positions at a brick and mortar school.

All NCA employees are evaluated using a set of professional and performance competencies. Professional competencies include general communication, execution of duties, functional expertise, planning and organization, and teamwork and flexibility. In the 2011-2012 school year 100% of the NCA teachers were rated effective or highly effective.

NCA provides a range of opportunities for teachers to take on increasing responsibility and leadership roles. The Performance Evaluation System, School Improvement Plan, Career Ladder, a Leadership Academy and a range of professional development opportunities ensure that the school's staff members are given opportunities for professional growth.

As the cumulative results for NCA indicate, the school shows strong overall staff satisfaction. Some of the areas of strength in the NCA staff survey are:

- I have the opportunity to use my talents for the betterment of the workplace.
- I have confidence and trust in my immediate supervisor.
- My co-workers are committed to high quality work.
- I feel empowered to manage myself without close supervision.
- In the last six (6) months my immediate supervisor discussed my performance and development.

- I am satisfied with the Connections Academy employee training programs.
- My School Leader clearly communicates school-wide goals and objectives.
- My School Leader presents a positive image of the school throughout the state.

NCA continues to use the Staff Satisfaction Survey, along with the Parent and Student Satisfaction Surveys, to improve the overall school experience for not only staff, but for students and their parents as well. The complete results of the Staff Satisfaction Survey, administered by a third party, are provided in **Attachment G**, and Parent and Student Satisfaction Surveys are available upon request.

The NCA Board members have attended several trainings and conferences to fully understand their roles as Board members and maintain their knowledge of Charter School governance good practices and trends. These trainings include a Connections-hosted all-Board member training in Nevada, as well as the annual Board Academy offered by Connections Education. Conferences that Board members have been able to attend include the VSS-iNACOL conference, the National Charter School Conference, and other training opportunities and conferences held by the NVDOE. Additionally, the NCA Governing Board conducted a self-evaluation during the 2011-2012 school year.

*Request a copy to post to website*

When recruiting Board members, the Board has worked with Counsel and the school leader to identify candidates who would enhance the overall governance goals and further the mission of Nevada Connections Academy. The Governing Board has consistently maintained all required regulatory parameters of the Governing Body's membership.

**Current Governing Board:**

Board Member	Officer	County	Date of Service	Representative
Jamie Castle	President	Carson City	4/4/ 2007 – founding member	Teacher
Mindi Dagerman	Vice President	Washoe	6/30/2008	Community
Scott Harrington		Washoe	9/21/2010	Community
Katie D. Keating		Washoe	4/4/2007 – founding member	Teacher
Kirsten Liebendorfer	Treasurer	Carson City	4/4/2007 – founding member	Community
Kelly McGlynn		Washoe	9/18/2012	Parent
Jafeth E. Sanchez	Secretary	Washoe	7/14/2011	Teacher

**5. If applicable, a report on the number of pupils who have graduated from grade 12 at the charter school and the plans of those pupils for careers or continuing education. NAC 386.300(5)**

Provide graduation reports, as well as dropout rates, at the charter school for the term of the school's charter. Include a report detailing what graduates of the charter school have gone on to do after graduation. Explain how this data was collected.

The following data was collected from the Nevada Report Card website:  
(www.nevadareportcard.com)

*Graduation Rates?*

**NCA Graduates:**

	Number Graduating	% Accepted at 4-Year Colleges	% Accepted at 2-Year Colleges
2008-09	12	33.3%	16.7%
2009-10	24	4.2%	0.0%
2010-11	68	11.8%	5.9%
2011-12	74	16.2%	47.3%

**NCA Dropouts (2008-09 – 2010-11):** As reported by Nevada Department of Education

*State #'s?*

	Grade 9-12 Dropout Rate
2008-09	17.0%
2009-10	15.8%
2010-11	15.9%

During the term of the charter, NCA has had students accepted to the following four-year colleges:

Antioch University McGregor	Santa Clara University
Arkansas State University	Southern Oregon University
Berea College	St. Mary's College of California
Brigham Young University-Idaho	University of Hawaii at Manoa
California Institute of the Arts	University of Mobile
Central Bible College	University of Nevada: Las Vegas
Chapman University	University of Nevada: Reno
George Fox University	University of North Texas
Gonzaga University	University of Portland
ITT Technical Institute: Henderson	University of San Diego
Lake Forest College	University of the Pacific
Nevada State College	Whitworth University
Northern Arizona University	William Jewell College
Saint Peter's College	

Nevada Connections Academy students have gone on to pursue other post-secondary opportunities such as enrollment in Career and Technical Education programs, enlisting in the military, performing with professional ballet companies, and training as professional athletes.

**6. A report on the effectiveness of the educational program of the charter school, including, without limitation, the effectiveness of any programs designed to assist pupils who meet the criteria of being "at risk" as set forth in NRS 386.500. NAC 386.300(6)**

Provide a written description of the curriculum/programs being used in all subject areas and the rationale for the selection. Include in your narrative how the selected programs are meeting the needs of your students. Provide reliable documentation to support your answer. Describe the services offered to special education and limited English proficient students. Include the percentages of SE

and LEP students in the school's population. Describe what programs are offered to meet the needs of both groups of students. Provide credible evidence of the success of these programs.

The NCA curriculum incorporates a variety of delivery methods, including eBooks, iText, textbooks, online lessons, animated tutorials, videos, manipulative, art and science kits, and so forth, to ensure that the curriculum addresses different learning styles and allows every student to have access to the information he or she needs to learn the material.

The Education Management System (known as "Connexus") platform provides equal access to the curriculum for all students. NCA provides one desktop computer and Internet subsidy per household. Families may also use their own personal equipment if it meets the school's minimum specifications as shown on its web site.

The school provides a complete course of study upon enrollment. While there is a significant amount of online instruction and many interactive online texts, the students may also receive textbooks and workbooks in the traditional paper format. Younger students spend less time on the computer and more time working with traditional texts; as they move up through the grades students do an increasing amount of work online with the use of online textbooks. Traditional paper textbooks are still available for some courses.

The school establishes measurable learner outcomes for each of its courses, and student progress is measured in numerous ways. Connexus is used to monitor daily progress and measure student growth through ongoing assessments. Students are required to submit portfolios at established periods where work samples are submitted and graded by the school's teachers. Students participate in the required state testing program where benchmarks are established and testing results are recorded and analyzed. In addition, the school uses an assessment instruction in pre- and post-testing (the "LEAP") to measure academic growth. The LEAP assessment is used for reading and math and provides highly detailed diagnostic information that supports the school's personalized instruction.

### **Curriculum development and revision process**

NCA is a member of the Connections Academy family of schools, and as such benefits greatly from Connections Academy's substantial resources for curriculum development and instructional support. The company's team of talented, experienced curriculum specialists, content and copy editors, and multimedia designers work to ensure Connections Academy students are presented content, instructional resources, and activities that prepare them to be active, knowledgeable participants in a global networked society. They apply their deep expertise in instructional design, online instruction, and academic disciplines to the development and enhancement of quality online courses and tools. Connections Academy's major goals and key curriculum initiatives for 2010-11 and 2011-12 included:

- Continually increase Curriculum Quality, Satisfaction, and Student Academic Performance
- Increase Curriculum Customization and Personalization
- Differentiate Curriculum via New Proprietary Content, Tools, and Resources

- Enable Implementation Efficiencies and Leverage New Technologies

These goals resulted in an enormous array of activities, content, interaction, and assessments designed to help students achieve mastery of the material and demonstrate their academic growth.

Connections curriculum development also emphasizes innovation, effective implementation, evaluation of student learning, and continuous improvement, and the company strives to regularly provide new curriculum options that leverage the interactivity and engagement potential of online resources. Highlights of some of the curricular upgrades for 2011-12 are below:

- **Revised and enhanced 3-8 standard Math courses** include increased practice, integration of interactive math tools, and increased instructional and intervention resources to better support students' mastery of essential math skills.
- **New Essential Math courses** for students in grades 3 through 8 who need extended instruction, review, and reinforcement to master prerequisite and grade-level math skills. These courses focus on the fundamental skills and standards the student needs in order to master the concepts from the previous and current grade level, and to ultimately succeed in math. These courses contain multiple opportunities for reteaching, practice, and reinforcement of essential skills and concepts through direct instruction, Teachlet® tutorials, interactive resources, and review activities.
- **New Alternative Novel units** provide alternate reading selections geared to the differing reading abilities and interests of our students in Language Arts courses in grades 3-12.
- **Integration of the 6 Trait PowerWrite program** to support students in grades 3-12 in the writing process and in their development as writers. This research-based writing program guides students through the complete writing process for all types of writing, helping students break down composing into manageable tasks.
- **New grade 6-8 GT Science courses** extend the current grade 3-5 offerings, and are designed to sharpen students' investigative skills and expand existing knowledge to make new discoveries.
- **Revised GT Math 7 (Algebra 1) and GT Math 8 (Geometry)**. These courses include the integration of interactive instructional tools and resources, proprietary Teachlet tutorials, online practice and assessments, integration of the WorkPad tool, and writing-in-math activities.
- **New Digital Arts and Introduction to Entrepreneurship grades 6-8 electives** offer students innovative coursework in digital arts and business innovation.
- **New Gifted and Talented Literature Study elective for grade 2** students extends the current 3-8 GT language arts offerings. This elective exposes grade 2 students to engaging literature and rich vocabulary, language, and discussion.

- ***New Spanish and Chinese courses*** expand the current 1-8 foreign language offerings and provide increased student interaction, interactive speaking abilities, and increased vocabulary, grammar, and comprehension instruction.
- ***Increased high school electives*** with 12 new courses including Entrepreneurship, web, engineering, and game design courses, Marine Science and Earth Space Science, and several new foreign language courses.

In addition, as a provider of virtual school services and programs, Connections is dedicated to using technology as a means to *enhance* learning, and not as an end in and of itself. Curriculum, instruction, teacher-student interaction, student-student interaction, and teacher-teacher interaction are all enhanced in the Nevada Connections Academy virtual learning community through the use of technology. The 2011-2012 curriculum offerings demonstrate evidence of Connections' commitment to technology based-curricular enhancements. Specific examples of technology enhancements in 2011-12 include:

*Lab Investigator: Chemical Reactions* engages students in viewing and analyzing chemical reactions as they build and balance chemical equations in a high-tech, interactive learning environment.

*WorkPad* uses the screen as a worksheet for students as they solve basic addition, subtraction, multiplication, and division problems, as well higher level computation, directly on the computer. Enhanced templates provide increased application across secondary math courses.

*Activity Tracker* provides a fun, interactive tool for students to track and time their physical fitness activities. This personal information may be stored, used to generate progress charts, or exported for submission to teachers.

Virtual math and science tools, including a *Virtual Geoboard*, a *Virtual 2D-3D Shapes* tool, and a *Virtual Spring Scale* provide students easy to use interactive resources to support their learning of mathematical and science concepts.

*Flash Cards* provide students an easy, interactive resource for practicing subject specific terminology. Students create flash cards to practice word knowledge at the lesson, unit, or course level.

*Online Practice* supports students in the learning and mastery of essential skills and standards. This deliberate practice helps students monitor their learning and provides immediate feedback so students can actively evaluate their strategies and current levels of understanding.

*Connector* presents students an online interactive yearbook. Featuring student photos and information, photos of school events and faculty/staff photos, and the ability to virtually sign one another's yearbook, students connect with fellow students and share school year experiences

Curriculum and Connexus enhancements now provide individual schools with an increased ability for differentiation between course offerings. This allows each school to tailor the

Connections curriculum to their specific student population, state requirements, and funding considerations.

Connections always strives to balance enhancements and additional options with the recognition that students have a wide range of learning styles, and with the understanding that even in a virtual school environment certain educational activities may be more effective when conducted offline.

Decisions about improvements and updates to curriculum incorporate feedback from a variety of critical stakeholders: teachers and administrators, students and parents, school boards, and outside evaluators such as accrediting organizations and sponsors. This feedback is collected in a variety of ways, including daily through the Connections StarTrack system and Connexus feedback tools; annually through Parent, Student, and Staff Satisfaction surveys; and throughout the year from regular meetings and informal conversations with teachers and school administrators, comments and input from board members, and the results of third-party evaluations.

Connections Academy understands that clear processes and guidelines that ensure internal consistency, instructional effectiveness, and the appropriate use of intellectual property are essential to the development of quality online courses. Therefore, central to the Connections Academy curriculum development process is the implementation of a systematic instructional design process incorporating the elements of analysis, design, development, implementation, and analysis (ADDIE). The lifecycle of a single course sits within a research-based development framework designed to support not only quality course development but a feedback loop that ensures continuous improvement. Connections Education implements a six-year Course Development and Revision Model that results in complete course replacements every six years. During the six-year course adoption period, daily, yearly, and mid-way revisions are included in the revision cycle. In an effort to assess course effectiveness frequently and in multiple ways, and to use these findings as basis for improvement, Connections continues to implement a multi-level evaluation system that incorporates regular reviews of student performance results, user feedback, assessment performance analysis, and national, state, and district content standards and course requirements.

The 2012-2013 school year is the first time that Nevada Connections Academy will receive Title 1, Part A funding. The Title 1 application and plan presently is awaiting final approval by the state. The focus for the use of the funding will be Reading/Language Arts and Mathematics. Nevada Connections Academy employs a multi-tiered intervention model (RTI) so that all students have access to the curriculum and instructional resources they need to be successful. The school's Student Support Team (SST) meets on as needed basis and PLC/collaborative teams (every teacher is on a team) meet monthly to discuss students who are struggling academically to develop an intervention plan, review student progress, and determine strategies for improvement, which may include use of Tier 2 – Supplemental Programs and Supports or Tier 3 – Supplemental Alternative Programs depending on the student's needs. To ensure that all students are identified, every enrolled Nevada Connections Academy student is

assigned a Student Status (On-Track, Approaching Alarm, or Alarm) that is continuously updated based on attendance, assignment completion, contacts, and performance. This student status is displayed on the parent and teacher home pages for instant identification of potential problem areas. A status other than "On Track" indicates non-compliance of increasing degrees (i.e., multiple unexcused absences or missed assignments) and/or failure to improve despite intervention by school staff according to the Connections Academy/Nevada Connections Academy Escalation Process. In the Escalation Process, the teacher and other relevant school staff meet to discuss the reported concerns and suggest strategies to bring the student back to "On Track" status. Some strategies are calls to the parent to discuss the issue, adjustments to the schedule, intensive work on specific skills, or – in more serious cases of noncompliance – a conference with the Nevada Connections Academy school administration. In the most serious of cases, a site visit with the parent and student may be advisable. Based on recent state testing results, in 2012-2013 the school's priority needs are with Math and Reading. The Title 1 funding will be used to:

- Provide professional development to the teachers who work with struggling students, defining and then implementing directed interventions;
- Based on research, purchase and implement a writing/Language Arts program that is aimed at struggling students in English Language Arts;
- Funding to provide supplemental reading books for identified at risk reading students; and
- Funding to allow teachers in grades 3-11 to provide Tier II/III supplemental interventions to identified Title 1 students in reading and/or math (more than 300 students have been identified).

#### Identification of Students:

As a Targeted Assistance Title 1 Program in 2012-2013, Nevada Connections Academy will use specific, state-approved criteria to identify the "at risk" students (and teachers who work with those students) for whom the Title 1 funding will be directed.

The first criterion is if the student failed to score at the proficient level on either / or the Math or Reading/Language Arts state test for their grade level.

If criterion 1 does not apply, then students for whom at least 2 of the following criteria are met will be identified as a Title 1 student:

- Was retained the previous school year
- Was suspended or expelled all or part of the previous school year
- Identified as a dropout the previous year
- Is more than 25% behind in his/her lessons
- Has a GPA below a C (70%) in all classes or in just English Language Arts and/or Math
- Student is an identified ELL student

- Has been identified to participate in the intervention program called PACE (an intervention program for students who are below grade level in either Reading/Language Arts and/or Math).

### ***Students with Disabilities***

*New Students with IEPs:* When a student with an IEP enrolls in NCA, an IEP/placement meeting is convened to determine what special education services are needed in the new educational environment. NCA special education staff and regular education teachers participate in the meeting via phone conference or in person. NCA is responsible for ensuring that the accommodations and/or modifications listed on the IEP are put into place. This includes accommodations for state testing.

*Special Education Referral:* A referral for special education is made after Student Support Team (SST) interventions have proven ineffective for the student or when there is a parent request. The evaluation process looks at cognitive ability, academic and behavior functional levels, and applicable medical history depending on eligibility category. A multidisciplinary team meeting is convened including professionals who can interpret the evaluations, a special education teacher, the student's regular education teacher or teachers, parents, the student if appropriate and any other participant the family chooses to invite. The team reviews all evaluations and documentation of attempted interventions to determine if the student meets state eligibility requirements. If eligibility requirements are met, an IEP team meeting will be convened to develop an appropriate IEP.

*Currently enrolled students with an IEP:* IEPs are reviewed yearly by a team consisting of a representative of the school, the student's special education teacher/case manager and regular education teacher(s), parent(s), the student if appropriate and anyone the family chooses to invite. The IEP is reviewed to ensure the student's current needs are accurately reflected in the document. The IEP is updated as needed to ensure the student is receiving the appropriate accommodations and/or modifications to progress through the curriculum, including increasing attention to the transition to adult living as the student gets older.

*Students with 504 plans:* When a student with a 504 plan enrolls, a 504 team meeting is scheduled and the plan is reviewed. If accommodations and/or modifications are not needed in this setting, the 504 plan is discontinued. If additional and/or different accommodations are needed in the NCA environment, the 504 plan is updated with the new information and made available to the student's teachers via Connexus.

*Currently enrolled students with a 504 plan:* 504 plans are reviewed on at least a yearly basis to ensure the student's current needs are accurately reflected on the document. The plan is updated as needed to ensure the student is receiving the appropriate accommodations and/or modifications.

*504 Referral :* A referral for 504 eligibility determination is made when a teacher, parent, student or staff member thinks a student might have a mental or physical condition that significantly limits one or more major life activity. A 504 eligibility meeting is scheduled and includes the 504 case manger, the student's teacher or teachers, parents, Learning Coach,

the student if appropriate and additional participants such as family members, specialists, etc. The team reviews all documentation of the impairment and how it impacts the student. If the student meets the eligibility requirements, a 504 plan is developed.

***Gifted & Talented Education***

Students in grades 3-8 who are academically talented are offered advanced classes in math, science, and language arts to meet their needs. Students who are advanced in math can learn two (or more) years of math in one year. Math levels vary from on-grade-level standard to up to two years above grade level. Reading classes are modified to ask higher-level thinking questions and move at a quicker pace. Talented students also participate in a literature study course using the Junior Great Books Program, and students in grade 2 can participate in the Gifted and Talented Literature Study elective. These students participate in synchronous LiveLesson® discussions using the shared inquiry method to hone their critical thinking and analytical skills. In addition, the high school program includes Honors level courses as well as 17 Advanced Placement (AP) courses.

***English Language Learners***

During enrollment with Nevada Connections Academy, families complete a Home Language Survey (HLS). When there is an affirmative answer on any of the HLS questions, the student is placed on the Potential LEP Screening List. Students on the list are then screened using a language proficiency test called Las Links. If it is determined that the student could benefit from English language support, interventions are put into place, and yearly follow-up testing is scheduled. The follow-up testing is the Nevada English Language Proficiency Assessment (ELPA). Nevada Connections Academy is working closely with the Nevada Department of Education to comply with Federal LEP requirements.

Nevada Connections Academy has several ways to assist students in attaining fluency in the English language. Teachers utilize the online LiveLesson® session classroom to teach grammar, vocabulary, phonics, reading, and basic communication skills. In addition to the teacher-guided lessons, intervention programs such as Headsprout, Raz-Kids, and Skills Tutor provide an additional layer of support for LEPs. These intervention programs require students to complete additional weekly Language Arts lessons to remediate and reinforce successful language acquisition. These interventions provide LEP students with additional support to help continually develop English Language proficiency.

Demographics	Number of Students	% of School Population
FRL	615	40%
IEP	118	8%
504	48	3%
Gifted/Talented	118	8%
LEP	3	< 1%

The following table represents performance and participation averages of currently enrolled at-risk students compared to all other currently enrolled students. The Performance metric is an overall average of all scored student work in his/her grade book. The Participation metric

measures the number of lessons marked complete for students relative to how far along they are in the school year. If a student is "on track" to complete all lessons by the end of the school year, the Participation metric will be around 1.0; if he/she is working through lessons slowly and may not complete all lessons by the end of the school year, the Participation metric will be less than 1.0. The number of lessons assigned may be adjusted for students who enroll after the start of the school year.

	FRL	IEP	504	ELL	G/T	Not At-risk
Performance	75%	75%	76%	74%	88%	80%
Participation	1.41	1.42	1.39	1.76	1.42	1.39

*how does this relate to attainment of standards?*

For more information on NCA curriculum, visit the NCA website ([www.connectionsacademy.com/nevada-school](http://www.connectionsacademy.com/nevada-school)).

*All "on track"*

**7. A summary that outlines the plans of the charter school for the next three years. NAC 386.300(7)**

Provide a plan that describes the school's measurable objectives for the next three to six years. If these objectives differ from those in the application/charter, include a request for amendment (See NRS 386.527(6)) of the charter with your response to this item.

Explain how the Governing Body plans to evaluate the school's programs in the next term of its charter.

If the school contracts with an Educational Management Organization (EMO) (NAC 386.033) to provide services of any kind, explain how the governing body plans to evaluate the EMO in the next term of its charter.

What facility or facilities does the school plan to use during the term of the next charter?

NCA establishes a set of measurable goals and objectives to create the School Improvement Plan. These goals are approved by the Board at the start of the year and are then monitored throughout the year by the school leadership team, school staff, and Connections Academy staff. The school leader updates the Board on progress towards goals as appropriate throughout the year. Goals are reviewed by the school leadership and Connections Education staff at the end of the school year to analyze outcomes. The final outcomes are reported to the board. NCA has utilized the Nevada State Performance Framework to guide the creation of school goals. Over the course of the next three years, NCA will work on becoming a five star school with the designation of "Reward" in all areas of the framework while continuing to serve as an educational option for students throughout the state. The 2012-2013 School Improvement Plan can be found in **Attachment D**.

The Governing Board has successfully provided oversight by reviewing and approving the school's policies and procedures. In addition, each year a board member is included in an in-depth study of the curriculum to be offered by the school. All board members are invited to provide feedback on the new programs and content that will be provided to students. The Board receives regular reports at board meetings from the school leadership on all aspects of

the school's operations, including budgets, funding, staffing, enrollment, and growth. In addition, the Board is apprised of school-wide state test and other assessment results, and the results of the annual parent satisfaction survey, as they become available. The Board is therefore able to engage in ongoing evaluation of the school's effectiveness.

A comprehensive, formal, annual evaluation of the EMO, Connections Academy of Nevada, LLC will again be conducted at the end of the 2012-13 school year through the engagement of an independent third party, Greater Capacity Consortium, and via the use of a written evaluation tool. During the initial term of the charter, the Board worked diligently with Board Counsel, Greater Capacity Consortium, and Connections to compile a robust evaluation tool that the Governing Board has been using for the past two years. The evaluation process and tool will continue to remain in compliance with all applicable regulations and guidance received by NVDOE on this topic, including but not limited to NAC 386.033, as well as other charter school governance best practices. copy

Nevada Connections Academy is currently located in a 7,507 sq. ft. office in Sparks where the school relocated to in July 2010. The school's office staff and many of the teachers report to this central office. There are no plans to relocate the school again at this time.

**8. A report on the charter school's standards of accounting and financial management, including, without limitation, whether those standards comply with generally accepted accounting principles. NAC 386.300(8)**

Provide documentation that the school is financially solvent and stable. Provide evidence that the school has competently and effectively managed its finances. Address any negative findings from independent audits and/or the sponsor's annual monitoring and how the school responded to both. Any lessons learned or changes made to fiscal management should be explained.

The school has adopted accounting standards consistent with Governmental Accounting Standards Board issued Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments (GASB 34). The school performs its financial reporting in compliance with generally accepted accounting principles (GAAP), using a modified accrual basis of accounting under which revenues are recognized when they become measurable and available as net current assets. Expenditures are recognized when the related fund liability is incurred.

In accordance with Nevada Administrative Code (NAC) 387.775, the governing board engages a certified and independent accounting firm to perform an annual financial audit of the school's financial records. This audit is conducted to provide assurance that the school's financial statements are free of material misstatement and that they are presented in conformity with GAAP. Attached is a copy of the most recently completed financial audit for the fiscal year ending June 30, 2012 (**Attachment H**). As stated in the report, the school's end of the year net asset balance year was \$613,897. No negative findings were identified by the independent auditors during their current year audit procedures.

During the 2011-2012 Annual Performance Audit conducted by the State Public Charter School Authority, there was one finding relating to school finance. Attached is a summary of the finding and corrective actions as presented in the report (**Attachment I**).

The school has strong budgeting and financial management practices. Before the start of each fiscal year, a budget for the school is developed and reviewed by the governing board and other relevant parties. Every month, the revenues and expenses of the school are re-forecasted and are compared with the approved budget during the regularly scheduled board meetings. By doing this, the school is able to anticipate results and take appropriate measures to minimize the impact of any negative developments. A copy of the current school budget is attached (**Attachment J**).

**9. Any other information the charter school wishes to submit in support of its application for renewal. NAC 386.300(9)**

#### **National Honor Society**

NCA has established chapters of the National Honor Society (NHS) and the National Junior Honor Society (NJHS). To apply for NHS or NJHS, students must demonstrate excellence in scholarship, service, leadership, and character. The first induction ceremony for the NCA chapter took place in March of 2011-2012 and inducted 17 students into its membership.

#### **Field Trips/Events**

Through staff planning and volunteer Community Coordinators, NCA provides and organizes a multitude of field trip opportunities and events throughout the state. There are on average at least twenty sanctioned NCA field trips or events each month during the school year. Field trips and events have included a concert by the NCA Nevada Strings Club, Lunch Bunch gatherings in a local park, hikes at Oxbow Park in Reno and Red Rock Canyon in Las Vegas, volunteering at the Food Bank of Northern Nevada, and theater performances of Annie and the Nutcracker ballet. NCA held over 150 field trips and events at locations around the state in 2010-2011 and 2011-2012.

#### **Student Achievements**

NCA is proud of the successes our students have achieved. Ninety-four students received the Presidential Award for Educational Achievement in 2010-2011 and 85 students received an award in 2011-2012. NCA students have been nominated for their community involvement by programs such as the Prudential Spirit of Community Award, which honors student volunteerism, and our students have also helped in local initiatives such as conducting a food drive for the Food Bank of Northern Nevada where over 86 pounds of food were collected and distributed in our community. NCA encourages achievement in both mind and heart, and we look forward to seeing what else our students accomplish with our support.

# Attachments

- A Charter School Agreement
- B Approval Notice for 2009 Amendment
- C State Test Results
- D School Improvement Plan
- E Progress on Mission and Goals
- F Staff Qualifications
- G Staff Satisfaction Survey Results
- H Financial Audit Report 2012
- I APA School Finance Finding
- J 2012-2013 School Budget

# Attachment A

# CHARTER SCHOOL AGREEMENT

## Nevada State Board of Education And Nevada Connections Academy Charter School

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

### RECITALS

WHEREAS, in 1997, the Nevada Legislature authorized the formation of Charter Schools; and

WHEREAS, on or about September 1, 2006, an application was submitted to the Nevada Department of Education ("Department") by the Committee to Form the Nevada Connections Academy Charter School; and

WHEREAS, the Nevada Department of Education reviewed and approved the application for completeness on or about March 5, 2007; and

WHEREAS, by decision on May 5, 2007, the State Board approved the application under NRS 386.527(4); and

*WHEREAS, by decision on August 9, 2008, the State Board amended the charter under NRS 386.527; and*

WHEREAS, pursuant to NAC 386.050 the written charter includes both the application to form a charter school approved by the sponsor and a written agreement signed by the sponsor and 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, as well as the Nevada Connections Academy application approved by the State Board, 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 State Board that the Charter, including this Agreement, are to be effective as of the date first written above for a period of six (6) years, to begin on May 5, 2007, and to terminate on May 5, 2013.

3. Charter School Independence. Pursuant to NRS 386.565, the State Board 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 State Board and the 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 Board 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. In addition to any goals and description of how achievement of those goals will be measured that were approved in the Charter School application, all provisions of NRS 385.3455 through NRS 385.391 (Statewide System of Accountability) apply to the Charter School. Nothing in the application approved by the State Board, this Agreement, or the Written Charter is to be construed as replacing, overriding, or taking precedence over NRS 385.3455 through NRS 385.391.

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 Board. Prior to signing a contract with an Educational Management Organization ("EMO"), the charter school shall submit a copy of the proposed contract to the sponsor. The sponsor has the authority to review and approve/reject all or portions of the EMO contract prior to signing. No clause in any contract between the Charter School and an EMO shall require more than a simple majority of the Charter School's Governing Body to terminate the contract. No clause in any contract between the Charter School and an EMO shall require the EMO's agreement before the contract may be terminated by the Charter School.

b. The Charter School agrees that it will not extend the faith and credit of the State Board 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 State Board.

7. Purchase of District Services. Through separate agreement, at a school district's discretion, the Charter School may negotiate for the purchase, at cost, of available services.

a. Legal Services. Through separate agreement, at a school district's discretion, the Charter School may purchase, at cost, legal services through the school district's legal counsel for defense of suits, actions and claims against the Charter School. Such services shall be provided subject to the provisions of Nevada Revised Statutes.

b. Transportation. In the event transportation services are required, a school district and the Charter School may negotiate a transportation agreement which requires, among other things, the payment of the costs associated with obtaining such services, and that the Charter School indemnify the school district for liability resulting from the provision of the transportation services.

c. Food Services. A school district and the Charter School acknowledge and agree that in the event food services are required, an agreement may be negotiated which requires, among other things, the payment of the costs associated with obtaining such services, and that the Charter School agrees that it will indemnify the school district for liability resulting from the provision of food services.

d. Other services which may be mutually agreed upon.

8. Legal Liabilities/Indemnification. As required by NRS 386.550, the Charter School agrees that the State Board 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 State Board, 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 Charter School's operations.

9. 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 State Board and the Department, and specifically as required by NRS 386.550 and NAC 386.215.

10. 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 them.

11. Student Withdrawal. The withdrawal of any student from the Charter School shall be reported to the Department. Reports shall be submitted on an ongoing basis, and must include each student's name, ID number, and contact information. In the event a student is expelled, the charter school will provide equivalent services to the student. If the expelled student returns to a local school district, the charter school will reimburse the district on a pro rata basis.

12. Gifts/Donations/Grants. The Charter School shall inform the State Board of any gifts, donations, grants, etc. received for the school.

13. The Charter School shall provide a list of Governing Body members to the sponsor. The Governing Body shall also make the list available to any member of the public upon request. The list will be updated on an as needed basis.

14. The Charter School shall establish a procedure by which parents, community members and other interested parties may submit letters of concern (for which action is needed/requested) and a timeline by which such action will be taken.

15. Miscellaneous Provisions.

a. Entire Agreement. 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 State Board for notice to the State Board.

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. Dispute Resolution. In the event any dispute arises between the State Board or the Department and the Charter School concerning this Agreement, such dispute shall first be submitted to the Director of Fiscal Accountability, Nevada Department of Education, or his designee for review. Thereafter, representatives of the State Board and the Charter School shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure, they shall submit the matter to the State Board for its consideration and final decision.

f. 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.

g. 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.

16. Home School Prohibition. Pupils attending the Charter School will be disallowed for Distributive School Account (DSA) apportionment if their names also appear on school district lists of home schooled pupils unless a hand-written statement from the parent/guardian has been submitted to the Department. The statement must clarify that the parent/guardian has withdrawn the pupil from home schooling, and that the parent acknowledges he/she is enrolling the pupil in a public charter school.

17. Adherence to NRS and NAC. 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 or NAC or federal law.

18. 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.

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

- The name 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 time on task in his computer for each class per day;
- Date; 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.

20. Grades Served: The Charter School shall serve grades *K* through 12 only, unless the Written Charter is amended by Charter School Governing Body action and State Board action.
21. *The charter school will operate with an average student-to-teacher ratio of 32:1 for grades 1-3 and a student-to-teacher ratio of 64:1 for Kindergarten for the 2008-2009 school year unless amended by mutual agreement between the charter school governing body and the State Board. The Kindergarten program shall be a half-day program and shall be funded at the .6 Kindergarten rate applicable to other Nevada public schools. To the extent permissible by law, the charter school governing body will have the authority to designate the number of students to be served in grades K-3.*
22. *The charter school will have conducted an independent parent satisfaction study for students in grades K-3 and will report such data annually by July 31, for the period of this charter school agreement, to the State Board. The charter school shall provide to the Department by November 26, 2008, for approval the name of proposed independent third parties to conduct such surveys.*
23. *The charter school will provide the opportunity for supervised student events at least once every month during the school year including field trips and other opportunities for K-3 students to socialize with other students and interact with or meet with teachers, and report annually by July 31, for the period of this charter school agreement, to the Department the percentage of students participating in these activities.*
24. *The charter school will continue to make LiveLesson available to all students enrolled in its school including those students in grades K-3 and report annually by July 31, for the period of this charter school agreement, to the Department the student participation rate in LiveLesson activities.*
25. *Upon conclusion of the 2008-2009 school year, or as soon as practicable thereafter, the charter school will provide to NDE and SBE objective data intended to assist NDE and SBE to (i) consider preliminary performance of distance education for grades K-3, including the results of standardized assessments for Grades K-2 and state assessments for Grade 3; (ii) evaluate the use of age appropriate distance education technologies and curriculum; (iii) measure the demand for student access to K-3 distance education; (iv) measure parent satisfaction levels with K-3 distance education; and, (v) develop data-driven policy regarding distance education. The Department has identified the following information it seeks pursuant to this provision: (i) the results of standardized assessments for grades K-2, state assessments for grade 3, and teacher assessments of pupil academic achievement (such as grades) all of which the Department requests follow and report the same two groups of pupils'*

*academic achievement over the period of this charter agreement. The first group of pupils is the first grade class beginning in fall 2008, and finishing grade 3 in the spring, 2012. The second group of pupils is the first grade class beginning school in fall 2009, and finishing grade 3 in spring 2013. The parties agree, however, that if either of the control groups of pupils identified includes less than 20 students at the time reporting is due, NCA still will provide information to NDE and SBE but NDE acknowledges that such a small sample of students will not produce reliable data from which conclusions can be drawn as to the effectiveness of distance education in grades K-3.*

*The Department has welcomed the charter school to provide additional information as data it believes will provide that expected under this provision. The charter school will provide by December 30, 2008, to the Department, a list of the types of objective data the school intends to submit in accordance with this provision. The charter school and the Department agree to work in good faith to determine what, if any, additional objective data satisfies this provision of the charter as set forth in the parties' settlement agreement.*

26. *The charter school's pupils in all grades including K-3 shall participate in all state mandated assessments, regular lesson assessments, unit assessments, and semester assessments.*

27. *The charter school shall provide parental/learning coach orientation and training for parents and/or caregivers of children to be enrolled in grades K-3, and report annually by July 31, for the period of this charter school agreement, to the Department the parent/learning coach participation rate in the orientation/training.*

IN WITNESS WHEREOF, the parties have executed this Agreement.



President, Nevada Connections Academy Charter School Governing Body

Date: Dec. 16, 2008



Acting President, Nevada State Board of Education

Date: 12/22/08

# Attachment B

KEITH W. RHEAULT  
*Superintendent of Public Instruction*

STATE OF NEVADA

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746

(702) 486-6455  
Fax: (702) 486-6450

GLORIA P. DOPF  
*Deputy Superintendent*  
Instructional, Research and Evaluative  
Services



JAMES R. WELLS  
*Deputy Superintendent*  
Administrative and Fiscal Services

**DEPARTMENT OF EDUCATION**

700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687-9200 • Fax: (775) 687-9101

MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

February 4, 2009

Jerry Krummel, Administrator  
Nevada Connections Academy  
5690 Riggins Court, Suite B  
Reno NV 89502

Dear Jerry:

Enclosed please find a signed acknowledgement of an amendment to the Nevada Connections Academy's charter. The school requested an amendment of the governing body bylaws; a copy the revised, approved bylaws are attached.

Feel free to call me with any questions, 775-687-9149. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom McCormack", written over a large, stylized flourish.

Tom McCormack,  
Charter School Consultant

Amendment to the Written Charter of  
Nevada Connections Academy Charter School

Amendments Approved by the Governing Body of the Charter School  
And  
Nevada State Board of Education, the Charter School Sponsor

1. **Amendment:** The governing body bylaws have been amended. A copy of the amended bylaws is attached.

Date of Governing Body Approval: October 21, 2008

Signature of Governing Body President:  \_\_\_\_\_

Date of Signature: November 20, 2008

Signature of Sponsor's Authorized Designee: Keith W. Pleam

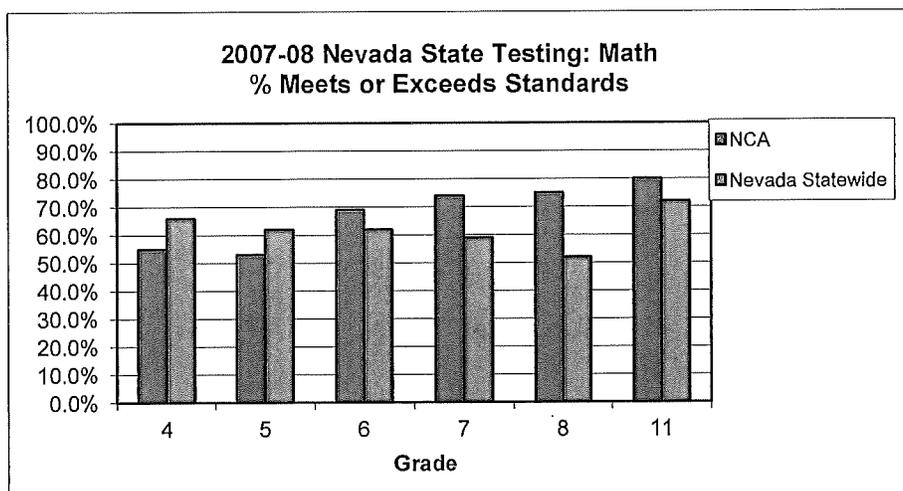
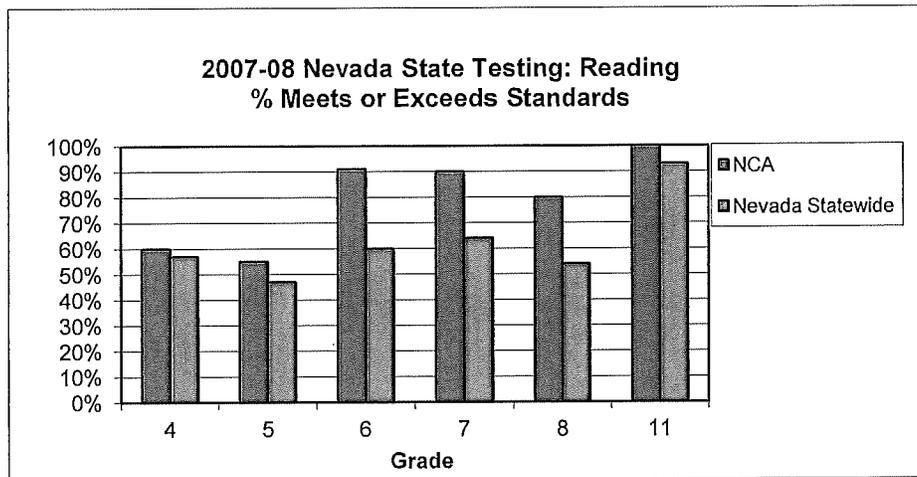
Date of Signature: 11/30/09

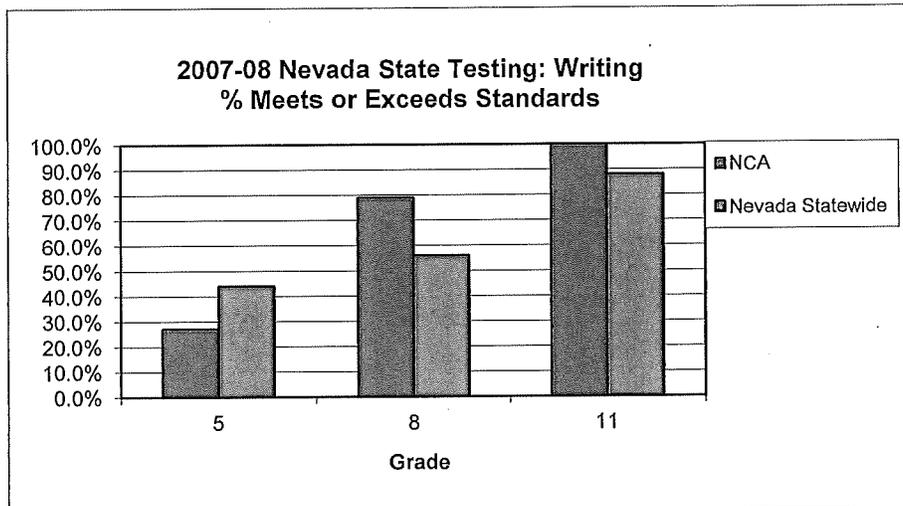
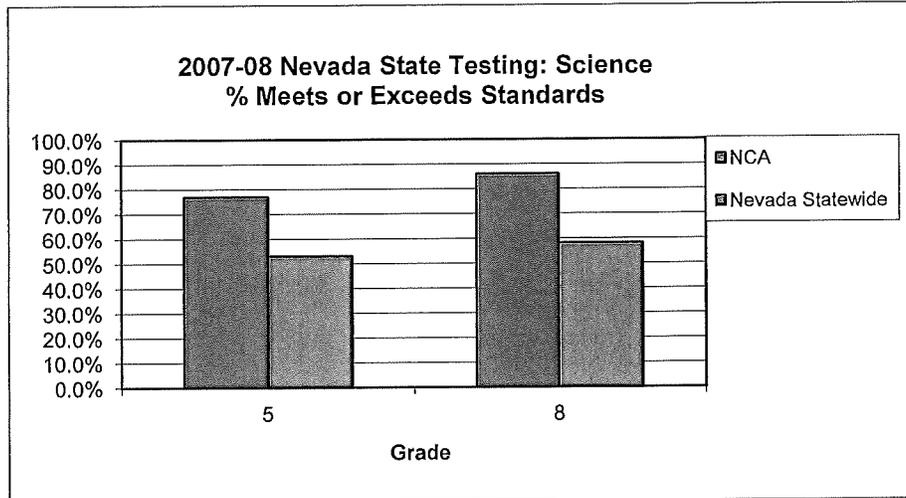
# Attachment C

**Summary of Nevada Connections Academy State Test Results 2007-08 — 2011-12**

**2007-08:** NCA exceeded the state average in reading in all tested grades. The overall proficiency level for the state in reading (Grades 4-8 and 11) for 2007-2008 was 61%; NCA exceeded that standard by reaching 78%. NCA also outperformed the state in grades 6, 7, 8, and 11 in Math. The overall proficiency level for the state in mathematics (Grades 4-8 and 11) was 62%; NCA exceeded that standard by reaching 67% proficient in Math. In Science, 82% of NCA students were proficient, which significantly exceeded the statewide level of 56%; NCA outperformed the state in grades 5 and 8 (the only grades tested in science). In Writing, 63% of NCA students were proficient which exceeded the state average of 60%; NCA outperformed the state in grades 8 and 11.

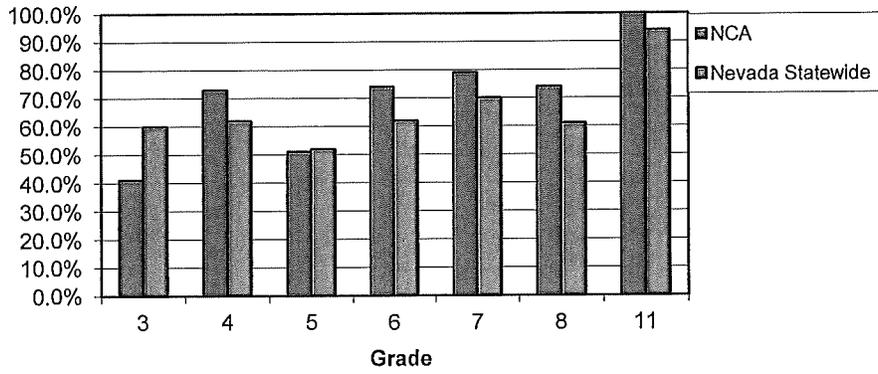
*Note: in 2007-08, NCA did not offer grades K-3, and the science test was not administered to students in grade 11 in 2007-08.*



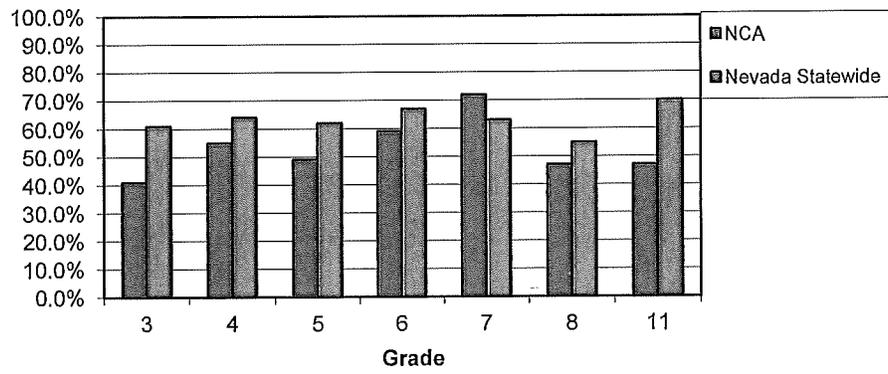


**2008-09:** The overall proficiency level for the state in reading for 2008-2009 was 65%; NCA exceeded that standard by reaching 73%. The overall proficiency level for the state in mathematics was 63% and 56% of NCA students were proficient in this area. NCA outperformed the state in grade 7 in Math. NCA exceeded the state average in reading in grades 4, 6, 7, 8, and 11.. In Science, 68% of NCA students were proficient, which exceeded the statewide level of 63%; NCA outperformed the state in grades 5 and 8. In Writing, 57% of NCA students were proficient compared to the state average of 62%.

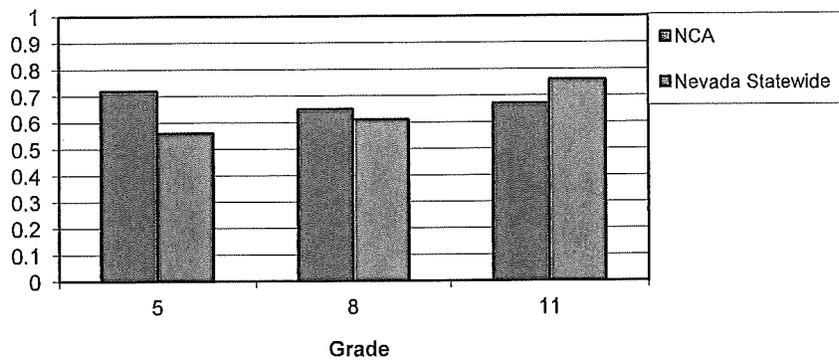
**2008-09 Nevada State Testing: Reading  
% Meets or Exceeds Standards**

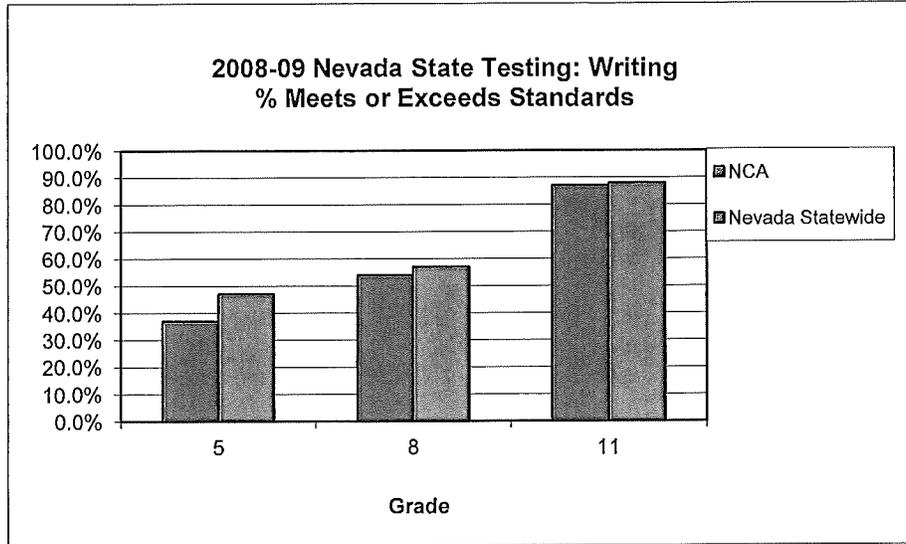


**2008-09 Nevada State Testing: Math  
% Meets or Exceeds Standards**

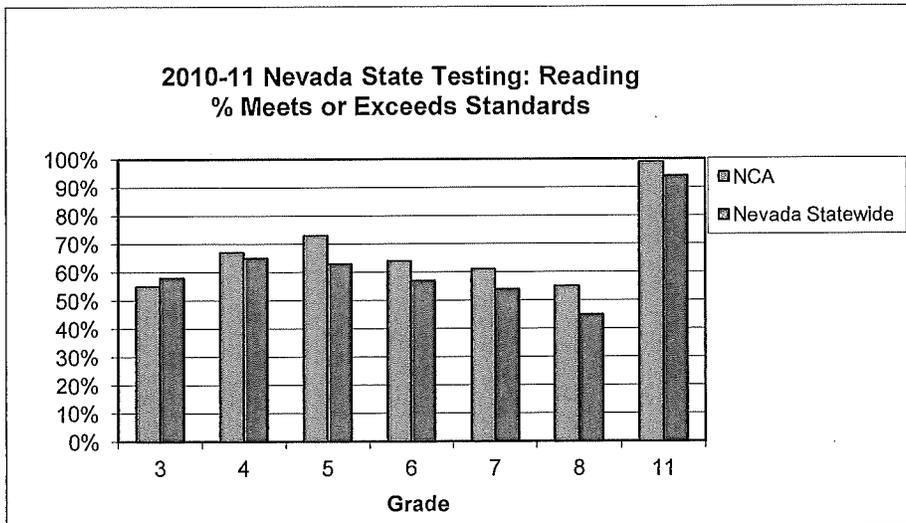


**2008-09 Nevada State Testing: Science  
% Meets or Exceeds Standards**

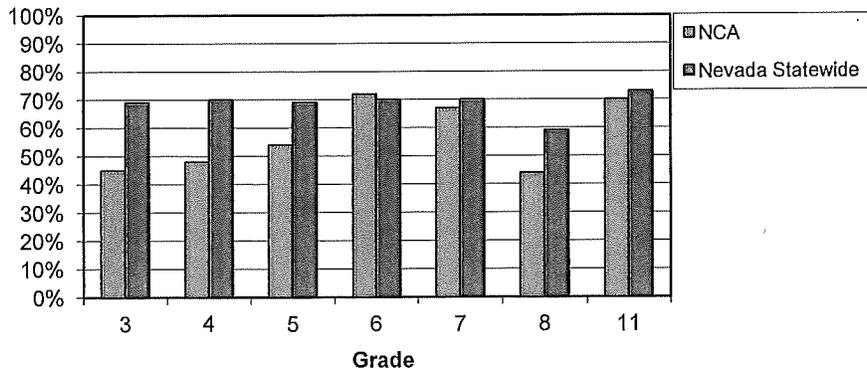




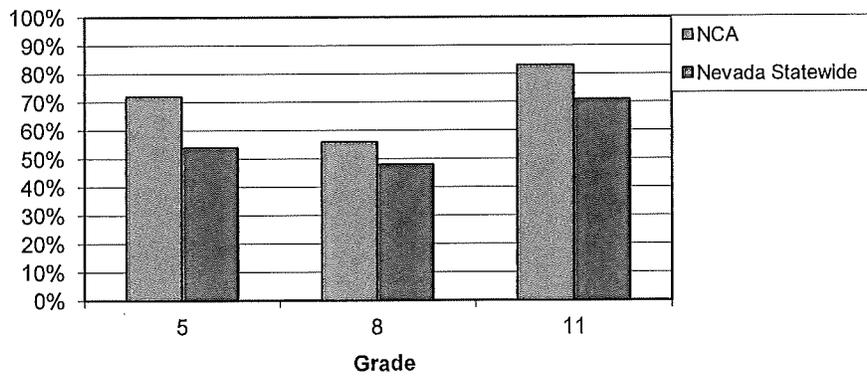
**2010-11:** In 2010-11, the statewide proficiency rate for Nevada in Reading was 62%. NCA exceeded this value with an overall proficiency rate of 66%, and exceeded statewide Nevada performance at every grade tested, with the exception of 3<sup>rd</sup> grade. NCA's 3<sup>rd</sup> grade Reading performance was within 3 percentage points of the statewide Nevada value. In Math, the statewide proficiency rate for Nevada was 69%, while NCA's proficiency rate in Math was 58%. NCA exceeded Nevada's statewide Math proficiency for 6<sup>th</sup> grade; 7<sup>th</sup> grade and 11<sup>th</sup> grade were within 3 percentage points of the statewide Nevada value. In Science, NCA exceeded the Nevada statewide proficiency rate by 67% to 57%, and at each grade tested exceeded the corresponding statewide Science proficiency rate for Nevada. NCA's overall proficiency rate in Writing was 61%, which was within one percentage point of the statewide Nevada value for Writing. In 11<sup>th</sup> Grade, NCA exceeded the statewide Nevada proficiency rate, and was within one percentage point of the statewide Nevada rate for 8<sup>th</sup> grade.



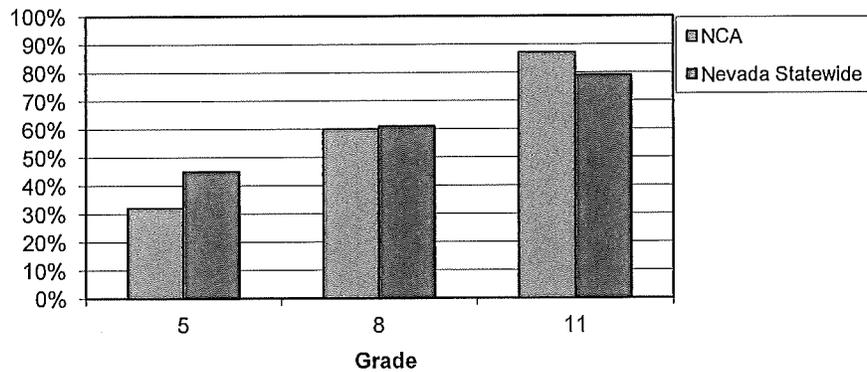
**2010-11 Nevada State Testing: Math  
% Meets or Exceeds Standards**



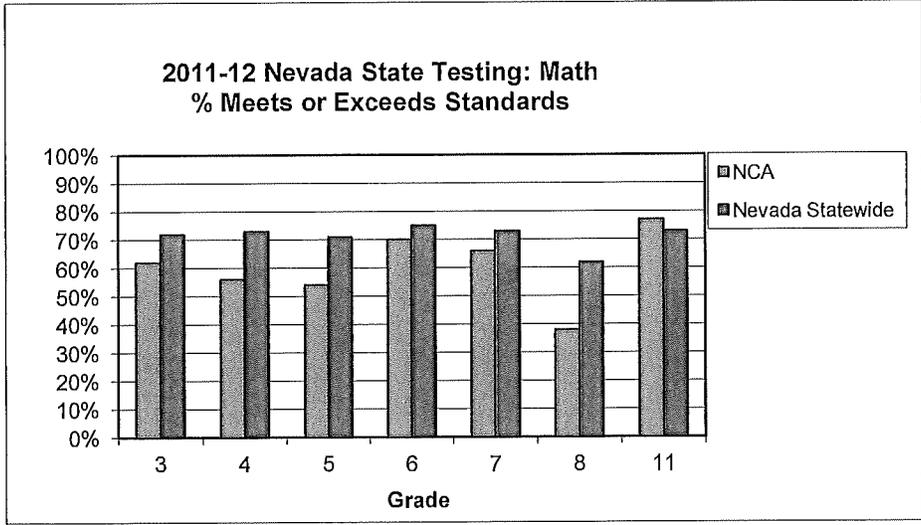
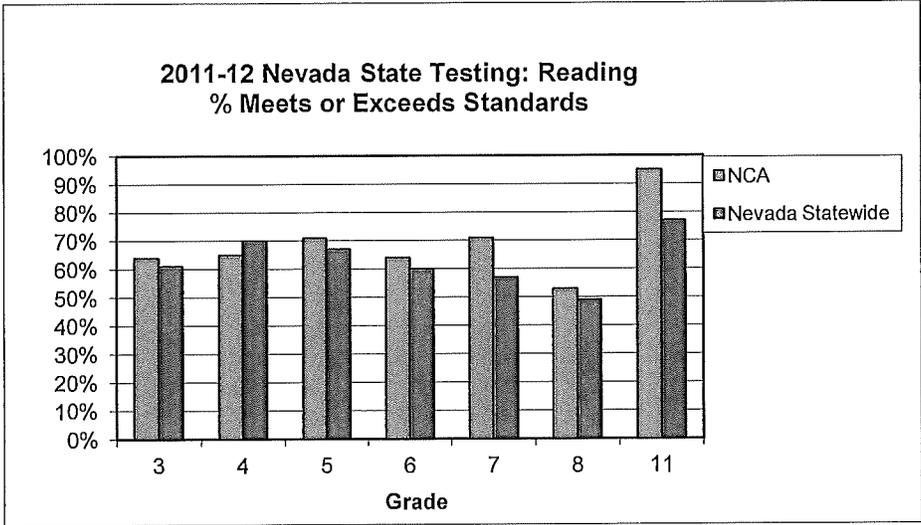
**2010-11 Nevada State Testing: Science  
% Meets or Exceeds Standards**

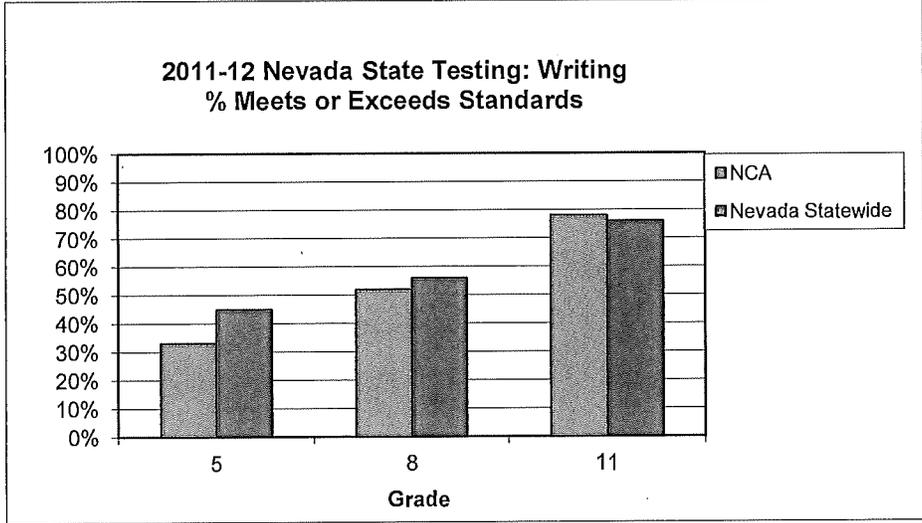
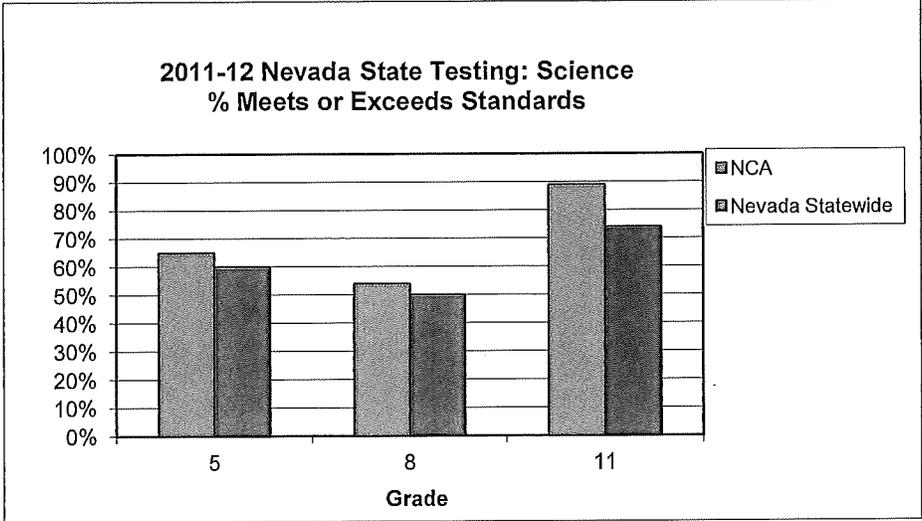


**2010-11 Nevada State Testing: Writing  
% Meets or Exceeds Standards**



**2011-12:** In 2011-12, the statewide proficiency rate for Nevada in Reading was 63%. NCA exceeded this value with an overall proficiency rate of 68%, and exceeded statewide Nevada performance at every grade tested, with the exception of 4<sup>th</sup> grade. NCA's 4<sup>th</sup> grade Reading performance was within 5 percentage points of the statewide Nevada value. In Math, the statewide proficiency rate for Nevada was 71%, while NCA's proficiency rate in Math was 60%. NCA exceeded Nevada's statewide Math proficiency for 11<sup>th</sup> grade and was within 5 percentage points of the statewide Nevada value for 6<sup>th</sup> grade. In Science, NCA exceeded the Nevada statewide proficiency rate by 66% to 61%, and at each grade tested exceeded the corresponding statewide Science proficiency rate for Nevada. NCA's overall proficiency rate in Writing was 54%, which was within 5 percentage points of the statewide Nevada value for Writing. In 11<sup>th</sup> Grade, NCA exceeded the statewide Nevada proficiency rate, and was within 5 percentage points of the statewide Nevada rate for 8<sup>th</sup> grade.





# Attachment D

# State Public Charter School Authority – District 18

Nevada Connections Academy  
175 Salomon Circle Suite 201  
Sparks, NV 89434

## SAGE

### SCHOOL IMPROVEMENT PLAN TEMPLATE

#### TITLE I - NRS 385

For Implementation in  
(2012-2013)

#### School Improvement Planning Team

- ALL Title I schools must have a parent on their SIP team that is NOT a district employee. Indicate this member with an asterisk.

Name of Member	Position
Jennifer Dukek	Principal
Joseph Thomas	Assistant Principal 7-12
Karen Grant	Assistant Principal K-8
Jim McLaughlin	Mgr. of Counseling
Dianne Karp	Mgr. of Special Ed.

Submission Date: 08/13/2012

Area Reviewer: Jennifer Dukek, Principal

School: Nevada Connections Academy	District: SPCSA - 18	
Principal: Jennifer Dukek	School Year: 2012-2013	
Address: 175 Salomon Circle Suite 201, Sparks, NV 89434	Phone: 775-826-4200	
	Email: <a href="mailto:jdukek@connectionseducation.com">jdukek@connectionseducation.com</a>	
<b>TABLE OF CONTENTS</b>		
		<b>Page #</b>
<b>Part I:</b> Vision of Learning		
<b>Part II:</b> Inquiry Process: Evidence of Development of the SIP (Comprehensive Needs Assessment)		
<b>Part III:</b> SIP Goals & Measurable Objectives		
<b>Part IV:</b> School Improvement Master Plan (Reform Strategies):		
Goal 1: Action Plan & Monitoring Plan		
Goal 2: Action Plan & Monitoring Plan		
(Add extra rows for additional goals)		
<b>Part V:</b> Budget for the overall cost of carrying out the plan		
<b>Part VI:</b> Evaluation of the SIP		
<b>Part VII:</b> Other Required Elements & Assurances of the SIP (All schools)		
<b>Part VIII:</b> Required Elements & Assurances for Title I Schools		
<b>Part IX:</b> Additional Required Elements & Assurances for Non-Title I Schools		
<b>Appendix A:</b> School Profile (Accountability Report, Other Data)		
<b>Attachments:</b> Professional Development Chart, Parent Involvement Chart		

**Part I: VISION FOR LEARNING**

**District Vision or Mission Statement**

N/A

**District Goal 1**

N/A

**District Goal 2**

N/A

(add more rows if necessary)

**VISION FOR LEARNING (continued)**

**School Vision or Mission Statement**

Nevada Connections Academy's mission is to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized education program.

**School Highlights**

- Granted Full Accreditation by AdvancedEd/NWAC in June 2012
- First Induction Ceremony for NJHS & NHS
- Held over 150 activities/field trips throughout the state of Nevada
- 100% courses taught by Highly Qualified Teachers
- Parent Satisfaction of Special Ed. Services increased by >10%

**Student Highlights:**

- 2012 graduate received full-ride (\$100K) scholarship to Berea College
- 2012 graduate received Connections Academy 10<sup>th</sup> Anniversary Scholarship
- 2012 graduate accepted to Houston Ballet Company
- 2012 graduate/valedictorian accepted to Las Vegas Ballet Company

## PART II: INQUIRY PROCESS

### **Comprehensive Needs Assessment**

Based on a complete analysis of the data, list the key strength and priority concerns in student performance, instructional and remediation practices, and program implementation for ALL students in ALL grade levels.

#### ***Key Strengths***

(to sustain in the school improvement plan)

Our key strengths include a fully staffed program in all disciplines and grade levels. We continue to offer a strong Gifted and Talented program, a Program for All Children to Excel (PACE), Skills Tutor, Skills for Success, and several other tier two interventions for struggling learners. We have teacher representatives (extra-duty assignments) for English Language Learners, Student Activities Coordinator, Student Support Team/Response to Intervention, Staff Development Training, Virtual Librarian, LiveLesson Coordinator, Community Outreach, and Discussion Group Facilitators. Additionally, we continue to increase our elective offerings to include courses such as Drivers Education, Digital Photography, Web Design, and many others. Nevada Connections Academy also offers Advanced Placement, Honors, SAT preparation, Personal Finance, Career Exploration, and Independent Studies courses.

#### ***Priority Concerns***

Our priority concerns continue to include increasing academic performance in the areas of Mathematics and Writing at all grade levels along with student retention in our program. Low performance in Mathematics is a nation-wide problem with a complex root cause. Our school improvement plan incorporates increased opportunities for students to have one-on-one contact with teachers to focus on mathematics and writing. Teachers are traveling throughout the state to hold in-person study groups with students. We have also increased our use of our tutoring programs such as Skills Tutor, PACE and Skills for Success. A priority focus this year will be providing different types of interventions at all grade levels.

## INQUIRY PROCESS (continued)

**Verification of Causes – Root Cause Analysis**  
 For each concern, verify the root causes that impact or impede the priority concerns. Identify research-based solutions that address the priority concerns.

<i>Priority Concerns</i>	<i>Root Causes</i>	<i>Solutions</i>
<ul style="list-style-type: none"> <li>▪ Academic outcomes, including those directly related to state accountability systems (especially Math)</li> <li>▪ High school success and/or college/career readiness/planning</li> <li>▪ Adequacy of instructional interventions (focus on “effective teaching” goals which began in 2012)</li> <li>▪ Parent Satisfaction Survey</li> <li>▪ Retention: Withdrawal rate and ITR yes w/ docs</li> <li>▪ Compliance: Successful/timely completion of all state reporting requirements</li> <li>▪ Staff satisfaction/retention</li> </ul>	<ul style="list-style-type: none"> <li>▪ Transiency rate</li> <li>▪ Attendance/Trunacy rate</li> <li>▪ Drop-out rate</li> <li>▪ Parent/Teacher Contact</li> <li>▪ Student/Teacher Contact</li> </ul>	<ul style="list-style-type: none"> <li>▪ Increase student services to maintain student enrollment</li> <li>▪ Offer additional support to struggling students through interventions, student services and teacher contact</li> </ul>

### Part III: IMPROVEMENT GOALS AND MEASURABLE OBJECTIVES

Convert the top priority concerns into the goal(s) for improvement and incorporate the identified solutions into the action plan.

**Goal 1:** Academic Achievement: For all publicly reported state proficiency ratings (growth, status and gap) the school's ratings will be equal to or better than the state average.

#### Measurable Objective 1:

##### K-8

- Med Growth Percentile Math
- Med Growth Percentile Reading
- Adeq Growth Percentile Math
- Adeq Growth Percentile Reading
- % Meeting Proficiency Math
- % Meeting Proficiency Reading
- % IEP, ELL & FRL Mtg AGP Math
- % IEP, ELL & FRL Mtg AGP Reading

##### 9-12

- % 10<sup>th</sup> Gr. Mtg Proficiency Math
- % 10<sup>th</sup> Gr. Mtg Proficiency Reading
- % 11<sup>th</sup> Gr. Mtg Proficiency Math
- % 11<sup>th</sup> Gr. Mtg Proficiency Reading
- 10<sup>th</sup> Gr. Med Growth Percentile Math
- 10<sup>th</sup> Gr. Med Growth Percentile Reading
- % 11<sup>th</sup> IEP, ELL & FRL Prof in Math
- % 11<sup>th</sup> IEP, ELL & FRL Prof in Reading

**Goal 2:** College/Career Readiness: For all publicly reported state performance ratings the school's ratings will be equal to or better than the state average.

**Measurable Objective 2:**

- Target 1: Overall graduation rate
- Target 2: Graduation rate gap for IEP, ELL, FRL
- Target 3: % of students in NV colleges needing remediation
- Target 4: % of students earning an Advanced Diploma
- Target 5: Advanced Placement Participation/Proficiency
- Target 6: ACT/SAT Participation/Proficiency

**Goal 3:** Other State Indicators of School Performance: For all publicly reported state performance ratings the school's ratings will be equal to or better than the state average.

**Measurable Objective 3:**

- Target 1: Elementary Av. Daily Attendance
- Target 2: High School Av. Daily Attendance
- Target 3: % 9<sup>th</sup> Graders Credit Deficient

## Part IV: SCHOOL IMPROVEMENT MASTER PLAN & REFORM STRATEGIES

**Action Plan:** List the action steps to implement the solutions for each goal, as well as the timeline, resources, and the person(s) responsible.  
**Monitoring Plan:** Identify the data that will be collected to monitor the action steps, as well as the timeline and the person(s) responsible.

**Goal 1:** Academic Achievement: NCA will meet the targets set by the Nevada Department of Education for the new growth model. For all publicly reported state proficiency ratings (growth, status and gap) the school's ratings will be equal to or better than the state average.

### Measurable Objective(s):

#### K-8

Med Growth Percentile Math  
Med Growth Percentile Reading  
Adeq Growth Percentile Math  
Adeq Growth Percentile Reading  
% Meeting Proficiency Math  
% Meeting Proficiency Reading  
% IEP, ELL & FRL Mtg A GP Math  
% IEP, ELL & FRL Mtg A GP Reading

#### 9-12

% 10<sup>th</sup> Gr. Mtg Proficiency Math  
% 10<sup>th</sup> Gr. Mtg Proficiency Reading  
% 11<sup>th</sup> Gr. Mtg Proficiency Math  
% 11<sup>th</sup> Gr. Mtg Proficiency Reading  
10<sup>th</sup> Gr. Med Growth Percentile Math  
10<sup>th</sup> Gr. Med Growth Percentile Reading  
% 11<sup>th</sup> IEP, ELL & FRL Prof in Math  
% 11<sup>th</sup> IEP, ELL & FRL Prof in Reading

ACTION PLAN				MONITORING PLAN		
Action Steps to implement the solutions/strategies	Timeline for implementing action steps	Resources e.g., money, people, facilities to be used for implementation	Person(s) Responsible Who is the person or group who will ensure that each action step is implemented?	Monitoring Measures Identify data sources & timeline for monitoring the progress of each action step.	Person(s) Responsible Who is the person or group who will ensure that the progress is monitored?	
1.1 Increase implementation of interventions w/ support of PLC's; Place students at risk on a Contract for Success	Throughout 2012-13 school year	Professional development & travel funds; planning time	Grade level administrators in collaboration with PLC teams	School Metrics from Connexus & state report card website	School Leadership	
1.2 Identify/focus on content area strands with low performance rates	Fall 2012	Time set aside every Friday	Grade level dept. leaders	State test data	Grade level & subject area leaders	
1.3 Targeted interventions for students "approaching standards"	Beginning Sept. 2012	Biweekly training	Grade level administrators & PLC teams	Connexus, state test results, LEAP results	Assistant Principals; lead/master teachers	
1.4 Provide opportunities for pre-test practice	Throughout school year	PD & travel funds/ set aside time	Teachers	State assessment results; LEAP data	Assistant Principals; lead/master teachers	
1.5 Ensure LiveLessons are content-based and skills-focused; Offer incentives for attendance at LiveLessons	Throughout school year	Planning time; access to common core standards	Teachers/Supervisors	Leadership/Pear review	School Leadership	
1.6 Provide Learning Coaches with lessons on helping students prepare for testing	Focus in fall; continuous throughout school year	Set aside time; LiveLesson seat availability	Learning Coach Resource Reps. & homeroom/ subject area teachers/ School Support Dept.	Parent Satisfaction Survey	School Learning Coach Representative	
1.7 Require teachers to participate in professional development focused on implementing interventions and improving classroom instruction	Throughout school year	PD & travel funds; set aside time	Staff trainer/ School Support Dept./ HR	Connexus Grade Book; manager reports	School Staff Trainer	
1.8 Develop a Contract for Success for students at risk	Throughout the school year	Set aside time	Advisory Teachers/ Counselors	Internal Issue Aware tracking by Advisory Dept.	Manager of Counseling & Counseling Dept. staff	

**SCHOOL IMPROVEMENT MASTER PLAN (Continued)**

**Goal 2:** College/Career Readiness: For all publicly reported state performance ratings the school's ratings will be equal to or better than the state average.

**Measurable Objective(s):**

- Target 1: Overall graduation rate
- Target 2: Graduation rate gap for IEP, ELL, FRL
- Target 3: % of students in NV colleges needing remediation
- Target 4: % of students earning an Advanced Diploma
- Target 5: Advanced Placement Participation/Proficiency
- Target 6: ACT/SAT Participation/Proficiency

ACTION PLAN				MONITORING PLAN		
Action Steps	Timeline	Resources	Person(s) Responsible	Monitoring Measures	Person(s) Responsible	
2.1 Offer and encourage all 10 <sup>th</sup> & 11 <sup>th</sup> grade students to take the PSAT	Throughout school year	Student/teacher meeting time	Homeroom & Advisory Teachers	School Metrics from Connexus & state report card website	Manager of Counseling and Counseling Dept. staff	
2.2 Promote participation of SAT/ACT for all 11 <sup>th</sup> grade students	Throughout school year	Student/teacher meeting time	Homeroom & Advisory teachers	School Metrics from Connexus & state report card website	Manager of Counseling and Counseling Dept. staff	
2.3 Offer ACT/SAT Prep Courses	Throughout school year	Dedicated teacher assignments	Teachers	School Metrics from Connexus	Manager of Counseling and Principal	
2.4 Offer and promote an Advanced diploma	Seek board approval in fall	Development time for policy & review	Administrators & Supervisors	School Metrics from Connexus	Manager of Counseling and Principal	
2.5 Increase college visit opportunities	Starting in fall 2012; throughout school year	Professional development & travel funds; planning time	Counseling Dept. staff	School Metrics from Connexus	Counseling Dept. staff	
2.6 Improve 9 <sup>th</sup> grade pass rates by improving transition through effective course scheduling	Summer 2012 and pre-enrollment	Set aside time for procedure development	Counseling Dept. staff	School Metrics from Connexus & state report card website	Manager of Counseling & Secondary Assistant Principal	
2.7 Improve 9 <sup>th</sup> grade pass rates by increasing teacher support	Throughout school year	Set aside time (Fridays) for meeting/planning	9 <sup>th</sup> grade subject area teachers & advisors	School Metrics from Connexus & state report card website	Secondary Assistant Principal and Secondary Lead/Master Teachers	

## SCHOOL IMPROVEMENT MASTER PLAN (Continued)

**Goal 3:** Other State Indicators of School Performance: For all publicly reported state performance ratings the school's ratings will be equal to or better than the state average.

**Measurable Objective(s):**

**Target 1:** Elementary Average Daily Attendance

**Target 2:** High School Average Daily Attendance

**Target 3:** % 9<sup>th</sup> Graders Credit Deficient

ACTION PLAN				MONITORING PLAN		
Action Steps	Timeline	Resources	Person(s) Responsible	Monitoring Measures	Person(s) Responsible	
3.1 Identify gap in daily attendance metrics at K-8	Fall 2012	Dedicated time	Reporting Coordinator & EMO data team	Internal tracking in Connexus	Reporting Coordinator & Principal	
3.2 Monitor student attendance and enforce escalation procedures	Throughout school year	Training teachers, set aside time, clear policy& procedure	Homeroom teachers and Assistant Principals	School Metrics from Connexus	Homeroom teachers and Assistant Principals	
3.3 Improve 9 <sup>th</sup> grade pass rates by improving transition through effective course scheduling	Summer 2012 and pre-enrollment	Set aside time for procedure development	Counseling Dept. staff	School Metrics from Connexus & state report card website	Manager of Counseling & Secondary Assistant Principal	
3.4 Improve 9 <sup>th</sup> grade pass rates by increasing teacher support	Throughout school year	Set aside time (Fridays) for meeting/planning	9 <sup>th</sup> grade subject area teachers & advisors	School Metrics from Connexus & state report card website	Secondary Assistant Principal and Secondary Lead/Master Teachers	

**Part V: BUDGET FOR THE OVERALL COST OF CARRYING OUT PLAN**

List the funds necessary to carry out the school improvement plan and accomplish the goals.

<b>Goals</b>	<b>Total amount needed to accomplish Goal.</b> (Amounts for each action step should be listed under "Resources.")	<b>Funds available in current school funding that have been specifically set aside for the implementation of the goal.</b>	<b>Funds still needed to implement goal.</b>
<b>Goal 1</b>	n/a	\$100,000. For travel & conferences; \$36,000. For professional development	\$ = 0
<b>Goal 2</b>	n/a	“	\$ = 0
<b>Goal 3</b> (if applicable)	n/a	“	\$ = 0

## Part VI: EVALUATION OF THE SIP

For each measurable objective, identify the data that will be collected to monitor the action steps, as well as the timeline and the person(s) responsible.

Measurable Objectives	Evaluation Measures (Monitoring Data & Outcome Indicators to evaluate progress in achieving the Measurable Objectives.)	Timeline For collecting data	Person(s) Responsible, Who is the person or group who will ensure that the evaluation is completed?
<b>K-8</b> Med Growth Percentile Math Med Growth Percentile Reading Adeq Growth Percentile Math Adeq Growth Percentile Reading % Meeting Proficiency Math % Meeting Proficiency Reading % IEP, ELL & FRL Mtg AGP Math % IEP, ELL & FRL Mtg AGP Reading	School Metrics/NSPF Performance Results & ARC Report	9/15/13	Principal
<b>9-12</b> % 10 <sup>th</sup> Gr. Mtg Proficiency Math % 10 <sup>th</sup> Gr. Mtg Proficiency Reading % 11 <sup>th</sup> Gr. Mtg Proficiency Math % 11 <sup>th</sup> Gr. Mtg Proficiency Reading 10 <sup>th</sup> Gr. Med Growth Percentile Math 10 <sup>th</sup> Gr. Med Growth Percentile Reading % 11 <sup>th</sup> IEP, ELL & FRL Prof in Math % 11 <sup>th</sup> IEP, ELL & FRL Prof in Reading			

<p><b>Target 1:</b> Overall graduation rate</p> <p><b>Target 2:</b> Graduation rate gap for IEP, ELL, FR</p> <p><b>Target 3:</b> % of students in NV colleges needing remediation</p> <p><b>Target 4:</b> % of students earning an Advanced Diploma</p> <p><b>Target 5:</b> Advanced Placement Participation/Proficiency</p> <p><b>Target 6:</b> ACT/SAT Participation/Proficiency</p> <p><b>Target 1:</b> Elementary Av. Daily Attendance</p> <p><b>Target 2:</b> High School Av. Daily Attendance</p> <p><b>Target 3:</b> % 9<sup>th</sup> Graders Credit Deficient</p>	<p>School Metrics/NSPF Performance Results &amp; ARC Report</p>	<p>9/15/13</p>	<p>Principal</p>
<p>School Metrics/NSPF Performance Results &amp; ARC Report</p>	<p>9/15/13</p>	<p>Principal</p>	

### Part VII: OTHER REQUIRED ELEMENTS OF THE SIP

All schools MUST complete this page.

School Characteristics	#	%	Title I	Yes	No
				Eligible	Served
Average Daily Attendance		83%		X	
Transiency Rate		48%		X	
% enrolled continuously since Count Day		65%		X	
Incidents of School Violence: Student-to-Student	0				X
Incidents of School Violence: Student-to-Staff	0				X
Incidents of School Violence: Student-to-Staff	0		Did your school make Adequate Yearly Progress (AYP)?	Not yet available	
% of Highly Qualified Teachers	100		What was your school's AYP Designation? Exemplary (EX), High Achieving (HA), Watch List (W), Needs Improvement Year 1 (NI), Needs Improvement Year 2 (N2), Needs Improvement Year 1 Hold (N1-H), Needs Improvement Year 2 Hold (N2-H), etc.	Not yet available	
Dropout Rate (HS)		Not available	Did you appeal your latest AYP designation?	X	
Graduation Rate (HS)		45% (10-11)	Was your latest appeal granted?	In process	
			Designated as Persistently Dangerous School?		X
			Receiving State Remediation funding?		X
			Has a State SST been assigned to your school?		X

- What are the policies and practices in place that ensure proficiency of each subgroup in the core academic subjects?  
Continuous monitoring of attendance, performance, and participation of all students. Students are contacted on a regular basis by each subject teacher or in the case of elementary students by the teacher. Curriculum based assessments are conducted with students regularly to ensure their completion of assignments and assessments.
- List and briefly describe, as appropriate, how the school has incorporated activities of remedial instruction or tutoring before school, after school, during the summer, and/or during any extension of the school year.  
Weekly Contact with subject area teachers:  
Students are expected to have weekly contact with their subject or primary teacher through email, LiveLesson™, telephone or face to face contact.  
All activities of student contact and assistance are carried out during the regular school day.

<p>3. Describe the resources available to the school to carry out the plan.</p> <p>The Nevada Connections Academy Learning Management System (Connexus©) is available to both teachers and students 24 hours per day, 7 days per week including holidays for students to carry out their studies. Connexus© has the resources needed for students to obtain assignments from teachers. Our Educational Management Organization provides student, parent and staff support for technology, curriculum, school operations, counseling and special education services.</p>
<p>4. Summarize the effectiveness of any appropriations for the school made by the Legislature to improve student academic achievement.</p>
<p>N/A</p>
<p>5. Discuss how the school will utilize Educational Involvement Accords for Parents including the Honor Code and meet all the requirements of the law.</p> <p>NCA has an honor code each student must indicate they will abide by and have read. Parents are expected to be involved in their children's education to guide them in completion of work, encourage the student to have regular contact with their teachers and to facilitate student participation in all aspects of the NCA program. Further, students are expected to have regular contact with their teacher and attend LiveLesson™ programs developed and conducted by the teachers.</p>
<p>6. If applicable, describe how the school will make its Title III Annual Measurable Achievement Objective (AMAO) targets in English language proficiency (reading, writing, listening, and speaking comprehension).</p>
<p>N/A</p>

**Part VIII: REQUIRED ELEMENTS FOR TITLE I SCHOOLS**

Title I schools, identified as “Needs Improvement,” MUST complete Items 1 through 5 on this page. Title I Schools operating a Schoolwide Program, MUST complete Items 6 through 10 on this page.

<p>1. Describe the required services the school has provided based on the number of years the school has been in need of improvement, (<i>e.g., schools in Year 2 of “Needs Improvement” must identify Year 1 and Year 2 services, and so on</i>).</p> <ul style="list-style-type: none"> <li>• Year 1: School Choice. N/A</li> <li>• Year 2: Supplemental Services N/A.</li> <li>• Year 3. Corrective Action. N/A</li> <li>• Year 4. Restructuring. N/A</li> </ul>
<p>Increase student services to maintain student enrollment;          Offer additional support to struggling students through interventions, student services and teacher contact          Program for All Children to Excel (PACE), Skills Tutor, Skills for Success and several other tier two interventions for struggling learners.          Teacher representatives (extra-duty assignments) for English Language Learners          Student Support Team/Response to Intervention,          Have incorporated increased opportunities for students to have one-on-one contact with teachers to focus on mathematics and writing. Teachers travel throughout the state to hold in-person study groups with students.          Place students at risk on a Contract for Success          Identify/focus on content area strands with low performance rates          Targeted interventions for students “approaching standards”          Provide opportunities for pre-test practice          Ensure Live Lessons are content-based and skills-focused; Offer incentives for attendance at Live Lessons          Provide students with ‘good’ and ‘poor’ writing samples in all subject areas          Provide Learning Coaches with lessons on helping students prepare for testing          Require teachers to participate in professional development focused on implementing interventions and improving classroom instruction</p>
<p>2. Provide an assurance that the school will not spend less than 10% of their annual Title I allocation for quality professional development.</p>
<p>The school intends to budget at least 10% of its Title I Part A allocation for professional development.</p>
<p>3. Describe how the school will provide written notice to parents on the school’s “Needs Improvement” status and/or AMAO status.          The school will provide written notice to parents via USPS mail and via email (WebMail) in accordance with state requirements each fall.</p>

4. Specify how Title I funds will be used to remove school from “Needs Improvement” status.

Title I funds will be aimed at improving the achievement of the students targeted as “at risk” in the specific core subjects (Reading/ELA and/or Math) through focused interventions (Response to Intervention) involving Tier 2 and Tier 3 programs that are supplemental to the core curriculum and by focused professional development for teachers on analyzing data, how to identify the at risk students and providing necessary and appropriate academic interventions for the at risk students.

5. Describe the school’s teacher mentoring program and how it supports the achievement of the school’s annual goals and objectives.

New teachers are assigned a mentor to assist with training and to answer questions. Mentors must be high performers, have a positive attitude, share commonalities with the new teacher and be willing to dedicate time outside of regular teaching responsibilities.

**Part VIII: REQUIRED ELEMENTS FOR TITLE I SCHOOLS**

Title I schools, identified as "Needs Improvement," MUST complete Items 1 through 5 on this page. Title I Schools operating a Schoolwide Program, MUST complete Items 6 through 10 on this page.

6. Describe the school's strategies to attract high-quality highly qualified teachers to your school.	N/A
7. Describe the school's strategies to increase parent involvement in accordance with Section 1118 of NCLB, such as family literacy services.	N/A
8. Describe the school's plans for assisting preschool children in the transition from early childhood programs, such as Head Start, Even Start, Early Reading First, or a state-run preschool program, to local elementary school programs.	N/A
9. Identify the measures that include teachers in decisions regarding the use of academic assessments.	N/A
10. Provide assurance that federal, state, and local services are coordinated and integrated into the school improvement efforts.	N/A

**Part IX: REQUIRED ELEMENTS FOR NON-TITLE I SCHOOLS**

Non-Title I schools, identified as "Needs Improvement," MUST complete this page.

1. Describe how and when the school will provide written notice to parents on the school's "Needs Improvement" status and/or AMAO status.

2. Describe the school's teacher mentoring program and how it supports the achievement of the school's annual goals and objectives.

# Attachment E

## **Summary Report on Progress in Meeting Mission and Goals**

**Mission:** Nevada Connections Academy is an innovative K-12 distance-learning public charter school whose mission is to maximize academic achievement for students throughout Nevada who need an alternative to the traditional classroom. Working from home (or occasionally, at the parent's discretion, at a supervised community location such as a library) under the guidance of Nevada certified teachers with whom they interact via technology following a Personalized Learning Plan, Nevada Connections Academy students will engage in a rigorous, Nevada standards-aligned curriculum that is rich in print, enhanced by technology, and tailored to their individual learning needs.

### **STUDENT ACADEMIC GOALS (TIER 1)**

#### **Student Academic Goal 1–Student Progress:**

Nevada Connections Academy students will demonstrate ongoing progress during each quarter of the school year as measured by three intertwined metrics – attendance, participation, and performance:

**Attendance** (as logged by the Learning Coach and verified by the teacher): Students will average a **90%** attendance rate over the course of the school year. Attendance is recorded electronically with appropriate controls in the LMS and verified as accurate and legitimate by teacher professional judgment based on actual student work products. The attendance rate is reported each month to the Governing Body.

**Participation** (completion of lessons, assessments and portfolio items in timely manner and at an appropriate pace for a particular student): Students will average an **80%** participation rate over the course of the school year. The participation rate is reported each month to the Governing Body.

**Performance** (mastery of concepts across all core academic subjects, measured on internal assessments, including quizzes, tests and portfolios): Students will average a **75%** performance rate over the course of the school year. The performance rate is reported each month to the Governing Body.

**Measurement:** Data tracked in real-time for each student through LMS.

**Timeframe:** Reported monthly to Governing Body, rolled up annually for measurement of this goal.

**Results Summary:** NCA met/exceeded this goal for all three metrics, in all years, with the exception of 2007 performance, as documented in the tables below.

<b>Month/Year</b>	<b>Attendance</b>	<b>Participation</b>	<b>Performance</b>
September 2007	90%	77%	73%
October 2007	99%	100%	74%
November 2007	97%	100%	74%
December 2007	93%	96%	74%
January 2008	95%	96%	73%
February 2008	99%	96%	76%

March 2008	98%	94%	75%
April 2008	100%	6%	74%
May 2008	100%	95%	73%
June 2008	100%	98%	72%
<b>Average</b>	<b>97.1%</b>	<b>85.8%</b>	<b>73.8%</b>

Month/Year	Attendance	Participation	Performance
September 2008	99%	100%	76%
October 2008	100%	100%	74%
November 2008	100%	100%	75%
December 2008	100%	100%	75%
January 2009	100%	100%	76%
February 2009	100%	100%	76%
March 2009	100%	98%	75%
April 2009	100%	97%	76%
May 2009	100%	94%	76%
June 2009	100%	94%	76%
<b>Average</b>	<b>99.9%</b>	<b>98.3%</b>	<b>75.5%</b>

Month/Year	Attendance	Participation	Performance
September 2009	99%	100%	79%
October 2009	100%	100%	78%
November 2009	100%	100%	78%
December 2009	100%	94%	79%
January 2010	100%	96%	79%
February 2010	100%	94%	79%
March 2010	100%	93%	78%
April 2010	100%	93%	78%
May 2010	100%	92%	78%
June 2010	100%	92%	77%
<b>Average</b>	<b>99.9%</b>	<b>95.4%</b>	<b>78.3%</b>

Month/Year	Attendance	Participation	Performance
September 2010	100%	100%	80%
October 2010	100%	100%	77%
November 2010	100%	100%	78%
December 2010	100%	96%	78%
January 2011	100%	98%	78%
February 2011	100%	96%	79%
March 2011	100%	96%	79%
April 2011	100%	95%	78%
May 2011	100%	94%	79%
June 2011	100%	92%	76%
<b>Average</b>	<b>100%</b>	<b>96.7%</b>	<b>78.2%</b>

Month/Year	Attendance	Participation	Performance
September 2011	100%	100%	79%
October 2011	100%	100%	77%
November 2011	100%	100%	77%
December 2011	98%	94%	78%
January 2012	100%	96%	78%
February 2012	100%	95%	78%
March 2012	100%	94%	78%
April 2012	100%	92%	78%
May 2012	100%	92%	78%
June 2012	100%	92%	78%
<b>Average</b>	<b>99.8%</b>	<b>95.5%</b>	<b>77.8%</b>

**Student Academic Goal 2-Yearly Growth:**

At least 75% of Nevada Connections Academy students will demonstrate satisfactory academic growth within each year in the school.

**Measurement:** Longitudinal Evaluation of Academic Progress (LEAP) pre- and post-testing. A student will be deemed as having demonstrated "satisfactory academic growth" if she or he gains 10 percentage points from pre-test to post-test OR has a post-test score of at least 75%.

**Timeframe:** Administered at the beginning and end of each school year; results analyzed and reported annually.

**Results Summary:** NCA met/exceeded this goal in all years, as documented in the charts below.

Connections Academy measures gains in student achievement by utilizing a pretest/posttest model requiring students to take our Longitudinal Evaluation of Academic Progress® (LEAP). The LEAP program consists of two parts, Reading and Mathematics. To satisfy this testing requirement, a Connections Academy Reading assessment is administered to all students in grades 1-8 and a Connections Academy Math assessment is administered to all students in grades K-8.

Students receive a score of percent correct on the pretest and posttest LEAP assessments. Students have made satisfactory progress if they score a minimum of 75% on the posttest assessment and/or if they increase their score from the pretest to the posttest by 10 percent. The percentage of students making satisfactory progress in each grade as well as overall percentage is presented in the tables below for Reading and Math. Only students that took both the pretest and posttest assessments for a given subject in a given year were included in the tables below.

*In house*  
*how does*  
*know*  
*75% or*  
*10pts*  
*adjust*  
*NCA*  
*Compare N to N of VES = 1*  
 3

**LEAP Reading (2008-09) - 2011-12**

Grade	2011-2012		2010-2011		2009-2010		2008-2009	
	Reading Pretest AND Posttest Takers	Reading Satisfactory Progress %	Reading Pretest AND Posttest Takers	Reading Satisfactory Progress %	Reading Pretest AND Posttest Takers	Reading Satisfactory Progress %	Reading Pretest AND Posttest Takers	Reading Satisfactory Progress %
1	57	94.7%	43	100.0%	18	100.0%	10	100.0%
2	45	100.0%	29	100.0%	32	93.1%	12	100.0%
3	31	100.0%	53	96.3%	27	96.2%	11	100.0%
4	51	76.5%	50	77.5%	40	80.0%	30	93.3%
5	73	80.8%	76	91.1%	45	92.1%	49	98.0%
6	101	80.2%	94	92.7%	96	93.6%	72	95.8%
7	111	88.3%	104	90.8%	87	78.8%	77	91.0%
8	98	82.7%	117	85.1%	87	84.6%	77	88.3%
Overall	567	86.1%	566	90.3%	432	88.3%	338	93.5%

**LEAP Math (2008-09 - 2011-12)**

Grade	2011-2012		2010-2011		2009-2010		2008-2009	
	Math Pretest AND Posttest Takers	Math Satisfactory Progress %	Math Pretest AND Posttest Takers	Math Satisfactory Progress %	Math Pretest AND Posttest Takers	Math Satisfactory Progress %	Math Pretest AND Posttest Takers	Math Satisfactory Progress %
K	49	100.0%	45	100.0%	40	97.5%	16	100.0%
1	56	98.2%	44	97.7%	18	100.0%	11	100.0%
2	48	95.8%	30	96.7%	32	100.0%	12	91.7%
3	34	94.1%	54	96.3%	29	89.7%	14	92.9%
4	52	76.9%	51	78.4%	40	67.5%	30	83.3%
5	74	73.0%	77	77.9%	45	71.1%	49	85.7%
6	101	76.2%	96	78.1%	95	77.9%	72	66.7%
7	112	73.2%	104	60.6%	83	79.5%	75	64.0%
8	103	61.2%	116	63.8%	87	71.3%	71	69.0%
Overall	629	79.2%	617	78.0%	469	80.2%	350	75.1%

**Student Academic Goal 3—Achievement Scores:**

Nevada Connections Academy students will perform equal to or better than comparable Nevada public schools on the Nevada Proficiency Examination Program. The school intends to meet Adequate Yearly Progress (“AYP”) as defined by the Nevada Department of Education beginning in Year 1; by Year 5, the school will aim to exceed statewide averages on required tests.

**Measurement:** Nevada Proficiency Examination Program and No Child Left Behind.

**Timeframe:** Assessments administered as defined in section 2.7(a), above; results analyzed and reported annually. Nevada Connections Academy intends to meet AYP beginning in Year 1 and exceed statewide averages by Year 5.

All numbers represent the percent of students who are proficient. Percentages in bold indicate the NCA percentage to be equal to or better than the district and state percent proficient.

**Results Summary:** The school made AYP in 2007-08 and 2009-10, but missed AYP in other years. In addition, the school exceeded statewide standards on Reading in all years in all grade bands except for grades 9-12 in 2007-08. Details of where the school met or exceeded statewide standards for all years and grade bands are found in the tables below. The final chart is a summary of AYP results for 2007-08 through 2011-12 school years for NCA.

**2007-08:** Nevada Connections Academy met standards for Adequate Yearly Progress (AYP) in 2007-2008 at all grade levels and made AYP.

**2008-2009:** Nevada Connections Academy met AYP standards at elementary grades in all areas except for low math performance in one subgroup. Secondary grades met all AYP standards except for a low participation rate in one subgroup in English/Language Arts and low participation and performance rates in one subgroup in Math.

**2009-2010:** Nevada Connections Academy met standards for Adequate Yearly Progress (AYP) in 2009-2010 at all grade levels and made AYP.

**2010-2011:** In 2010-2011, NCA made AYP at the secondary grade levels, but did not meet AYP standards at elementary grades for low performance in ELA in four subgroups and Math in five subgroups.

**2011-12:** In 2011-2012, NCA did not meet AYP standards at elementary grades for low performance in math for all subgroups and low performance in ELA for two subgroups. Additionally, the elementary levels did not meet the other indicator for AYP, as the result of a data entry/calculation error. Failure to meet AYP for two consecutive years at the elementary level resulted in the designation of In Need of Improvement (INOI). The secondary levels met all AYP standards except for low math performance in one subgroup.

*Reading Achievement Scores:*

Year	Grade Level	NCA	District	State
2007-2008	4-6	<b>68</b>	64	57
	7-8	<b>85</b>	64	57
	9-12	92	100	93
2008-2009	K-8	<b>70</b>	62	61
	9-12	<b>100</b>	90	93
2009-2010	K-8	<b>80</b>	68	64
	9-12	<b>97</b>	97	94
2010-2011	K-8	<b>62</b>	56	57
	9-12	<b>99</b>	95	94
2011-2012	K-8	<b>64</b>	62	61
	9-12	<b>94</b>	77	78

SPCA

?

ARC Report

Percent Proficient

*Writing Achievement Scores:*

Year	Grade Level	NCA	District	State
2007-2008	4-6	26	51	51
	7-8	79	51	51
	9-12	88	100	87
2008-2009	K-8	48	45	52
	9-12	87	90	87
2009-2010	K-8	49	48	52
	9-12	88	77	85
2010-2011	K-8	50	52	53
	9-12	87	81	78
2011-2012	K-8	78	52	50
	9-12		76	76

*Math Achievement Scores:*

Year	Grade Level	NCA	District	State
2007-2008	4-6	64	47	60
	7-8	76	47	60
	9-12	81	91	72
2008-2009	K-8	57	54	62
	9-12	46	61	70
2009-2010	K-8	57	56	64
	9-12	59	58	72
2010-2011	K-8	56	57	68
	9-12	70	58	73
2011-2012	K-8	56	63	71
	9-12	77	65	73

*Science Achievement Scores:*

Year	Grade Level	NCA	District	State
2007-2008	4-6	77	55	55
	7-8	86	55	55
	9-12	60	*	*
2008-2009	K-8	68	57	59
	9-12	67	*	76
2009-2010	K-8	60	50	50
	9-12	75	69	79
2010-2011	K-8	61	51	51
	9-12	83	71	71
2011-2012	K-8	58	55	55
	9-12	90	71	74

Year	Grade	School Designation	ELA	Math	Other Indicator
2007-2008	9-12	High Achieving	Adequate	Adequate	Adequate
	7-8	High Achieving	Adequate	Adequate	Adequate
	4-6	High Achieving	Adequate	Adequate	Adequate
2008-2009	9-12	Watch	Watch	Watch	Adequate
	K-8	Watch	Adequate	Watch	Adequate
2009-2010	9-12	Adequate	Adequate	Adequate	Adequate
	K-8	Adequate	Adequate	Adequate	Adequate
2010-2011	9-12	Adequate	Adequate	Adequate	Adequate
	K-8	Watch	Watch	Watch	Adequate
2011-2012	9-12	Watch	Adequate	Watch	Adequate
	K-8	INOI (Year 1)	INOI	INOI	Watch

**SCHOOL NON-ACADEMIC GOALS (TIER 2)**

**School Non-Academic Goal 1–High-Quality Teaching:**

Nevada Connections Academy will provide its students with excellent, highly qualified teaching focused on the needs of each learner.

**Measurement:** 100% of the teachers will be Highly Qualified as defined under No Child Left Behind as documented by data in the LMS; at least 90% of parents each year will express satisfaction with their children’s teacher on the annual Parent Satisfaction survey (conducted by a third party with publicly reported results).

**Timeframe:** LMS data regarding teacher qualifications is maintained continuously and reported monthly to the Governing Body; Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**Results Summary:** The school had 100% Highly Qualified teachers in 2011-12 and 2012-13 school years, and since the 2008-09 school year has had over 90% parents express satisfaction with their child’s teacher.

The following data is provided from Connexus and reported to the governing board of the school on the Monthly School Report.

School Year	HQ Teachers
2007-2008	62%
2008-2009	70%
2009-2010	82%
2010-2011	94%
2011-2012	100%
2012-2013	100%

The following data was provided from the annual Parent Satisfaction Survey conducted by a third party with publicly reported results, from the question "How Satisfied are you with the helpfulness of your child's Connections Academy Teachers?"

School Year	Parent Satisfaction with Teachers
2007-2008	88.6%
2008-2009	95%
2009-2010	92.3%
2010-2011	94.4%
2011-2012	93.8%

**School Non-Academic Goal 2–School Community:**

Nevada Connections Academy will create a measurable sense of community within the virtual school environment.

**Measurement:** By the end of Year 1, the school will have Community Coordinators in place and families will have the opportunity to participate in at least one (1) field trip per month during each school year; in the annual Parent Satisfaction survey (conducted by a third party with publicly reported results), respondents will rate school events at least a 3.0 on a 4 point scale (Note, this is no longer reported on a 4-point scale; instead, this goal is considered met if 75% or more have rated an event good or excellent).

**Timeframe:** Data regarding Community Coordinators and field trips are reported monthly to the Governing Body; Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**Results Summary:** The school met this goal after year one. See tables below for detailed results.

School Year	# of Fieldtrips	# of Months events offered	# of Community Coordinators
2007-2008	13	5	*
2008-2009	51	10	6
2009-2010	116	10	1
2010-2011	157	10	4
2011-2012	156	10	3

\*All fieldtrips were facilitated by a licensed staff member

School Year	Parents who rated overall quality of CA events <i>Excellent or Good</i>
2007-2008	74.1%
2008-2009	81.3%
2009-2010	85.0%
2010-2011	85.8%
2011-2012	84.5%

**School Non-Academic Goal 3–Family Satisfaction:**

Nevada Connections Academy families will rate their school highly and be satisfied with their children’s school experience in Nevada Connections Academy.

**Measurement:** Parent satisfaction will measure at least 3.0 in overall program satisfaction on a 4 point scale in an annual Parent Satisfaction survey (conducted by a third party with publicly reported results). (Note, this is no longer reported on a 4-point scale; instead, this goal is considered met if 75% or more parents gave NCA a grade of A or B).

**Timeframe:** Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**Results Summary:** This goal was met in all years.

School Year	Parents who gave Connections Academy program overall grade of A or B
2007-2008	82.7%
2008-2009	92.5%
2009-2010	89.6%
2010-2011	90.4%
2011-2012	88.5%

**5.7(a) A written description of the mission and goals for the charter school. (NRS 386.520(2)(b)). In addition to the other goals identified, the applicant must choose at list one of the following six goals.**

See Mission, above. In addition to the six school-specific goals identified above in 5.7 with measurement metrics and timeframes, Nevada Connections Academy directly addresses the goals 1, 2 and 3 as defined in the Nevada charter school law. (In addition, the school indirectly addresses goals 4-6.)

**1. Improving the opportunities for pupils to learn:**

**Goal:** Nevada Connections Academy will provide a unique learning opportunity for students throughout the state whose learning needs, for a variety of reasons, cannot be effectively met in the traditional, brick-and mortar classroom.

**Measurement:** Student enrollment data indicating broad range of demographics, learning needs and geographic locations, including at least 25% low-income students; 10% students with special learning needs (including giftedness); 10% minority students; and 20% students from rural areas.

**Timeframe:** Ongoing, reported monthly to Governing Body.

**Results Summary:** this goal was met in all years.

School Year	% Low Income (goal: 25%)	Special Needs (goal: 10%)	Minority (goal: 10%)	*Rural (goal: 20%)
2007-2008	33	11	14	25
2008-2009	38	17	18	26
2009-2010	40	16	38	25
2010-2011	43	17	43	21
2011-2012	43	17	43	23
2012-2013	40	19	43	23

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All data was taken from the September Monthly School Report and Count Day reports.  
 \*Data for rural enrollment represents all students not residing in Clark or Washoe counties.

# Attachment F



**Attachment F  
Identity and Certification Status of  
Nevada Connections Academy  
Teaching Staff**

The list below represents current teachers working during the 2012-2013 school year.

Teacher Name	Position Description	HQ	HQ Certified Areas (Bold indicates an area that is not HQ) (Italics indicates a non-core area that cannot be HQ)	Cert. Number	Renewal Date
Amy Bosch	Secondary Social Studies Teacher	YES	<b>7-12 Social Studies</b>	21151	02/11/2017
Diana Cabarcas	Secondary Spanish Teacher	YES	<b>7-12 Spanish, TESL</b>	44175	02/16/2016
Jaclyn Campbell	Secondary English Teacher	YES	<b>7-12 English</b>	74158	11/02/2014
Bryanne Cerfoglio	Secondary Math Teacher	YES	<b>K-8 Elementary Teaching; K-12 SPED</b>	36409	02/25/2018
Keri Clark	Elementary Teacher	YES	<b>K-8 Elementary Teaching</b>	84074	07/18/2016
Maureen Cotner	Advisory Teacher	N/A	<b>7-12 Biological Science, Business</b>	71726	10/31/2013
Angela DeLuigi	Secondary Math Teacher	YES	<b>7-9 Middle/Jr. High Mathematics</b>	93640	12/14/2014
Jason Evans	Secondary Science Teacher	YES	<b>7-12 Physical Science, Economics, Biological Science</b>	80436	06/04/2013
Sharon Goldrup	SPED Teacher	YES	<b>K-12 Generalist</b>	86783	04/13/2016
Gina Hames	Advisory Teacher	N/A	<b>7-12 English</b>	91580	8/02/2017
Rebeckah Hoover	Secondary English Teacher	YES	<b>7-12 English</b>	66429	10/15/2016
Robin Hughes	SPED Teacher	YES	<b>K-12 Generalist; 7-12 Social Studies;</b>	82981	05/19/2017
Regina Johnson	Elementary Teacher	YES	<b>K-8 Elementary Teaching</b>	80113	04/01/2017
Sarah Jones	Secondary Math Teacher	YES	<b>7-12 General Science, Mathematics, Physical Science, History of the US and World</b>	55964	01/08/2014
Dianne Karp	SPED Teacher	YES	<b>7-12 Psychology; K-12 School Psychologist, Generalist, SER EMOT Disturbed; 7-A Alternative Education</b>	09148	02/23/2013

Matthew Ladwig	Secondary Educational Technology Teacher	YES	K-8 Elementary Teaching	22393	06/11/2013
Hillary Landrum	Secondary Math Teacher	YES	7-12 Mathematics	84117	11/04/2016
Lisa Malabago	Advisory Teacher	N/A	7-12 English; K-12 Counselor	49476	06/09/2014
Amanda Mawson	Secondary English Teacher	YES	7-12 English	36319	04/07/2014
Lynn McCann	Secondary Physical Education Teacher	YES	7-12 Biological Science, Physical Education, Health Education; K-12 School Administrator	99992	03/26/2013
Ryan McDowell	Secondary Social Studies Teacher	YES	7-12 Social Studies	87688	01/30/2017
Denylle McDowell	Secondary English Teacher	YES	7-12 English	44243	10/30/2014
Jim McLaughlin	Advisory Teacher	N/A	K-12 Counselor; 7-12 Social Studies	88688	03/23/2013
Christine McManus	Secondary Educational Technology Teacher	YES	7-A Communications Media, Computer Software	15026	05/21/2018
Christine Meyers	Secondary Art Teacher	YES	K-12 Art	62112	01/17/2013
James Meyers	Advisory Teacher	YES	7-12 Technology Education, Industrial Arts; K-12 School Administrator; 7-A Alternative Education	62114	08/15/2018
Wendy Meyers	Secondary Science Teacher	YES	7-12 Biological Science	87762	12/02/2012
Sherrie Miles-Syverson	Secondary Math Teacher	YES	7-12 Math w/Calculus, Reading; K-12 Reading	25878	07/12/2016
Robert Morgan	Gifted and Talented Teacher	YES	K-8 Teaching, Social Studies, Gifted and Talented; K-12 School Administrator	56355	08/30/2020
Victoria Neer	Secondary English Teacher	YES	7-12 English	37600	7/25/2016
Pamela Gilbert - Newburn	Elementary Teacher	YES	K-8 Elementary Teaching	60083	8/8/2014
Randall Proffit	SPED Teacher	YES	K-12 Generalist	67126	12/27/2013
Robert Reader	Secondary Social Studies Teacher	YES	7-12 Social Studies, Physical Science, Biological Science	51124	06/28/2016
Reva Rindy	Secondary English Teacher	YES	7-12 English	63405	05/16/2017
Linda Rodgers	Elementary Teacher	YES	K-8 Elementary Teaching	84384	04/17/2012
Mark Salinas	Advisory Teacher	N/A	7-12 English Teaching	07134	09/20/2017
Suzie Scholl	Secondary Art Teacher	YES	K-12 Art, Dance	63392	05/20/2014
Jill Schreidl	Elementary Teacher	YES	K-8 Elementary Teaching	63705	09/13/2017

Debora Schultz	Elementary Teacher	YES	K-8 Elementary Teaching	02413	12/22/2014
Lisa Sill	Secondary Science Teacher	YES	7-12 Biological Science, Psychology, General Science, Social Studies; 7-12 Computer Application	13578	11/15/2015
Kristine Sliter	Advisory Teacher	N/A	K-8 Elementary Teaching	47491	07/09/2017
Angela Smith	Elementary Teacher	YES	K-8 Elementary Teaching	75054	06/14/2015
Kevin Smoot	Secondary Physical Education Teacher	YES	7-12 Physical Education and Health; K-12 Physical Education	82667	03/12/2018
Lorissa Snyder	SPED Teacher	YES	K-12 Generalist	77064	12/06/2012
Alison Thomas	Elementary Teacher	YES	K-8 Elementary Teaching	84715	08/04/2018
Susan Thompson	Elementary Teacher	YES	K-8 Elementary Teaching	65630	06/17/2013
Andrea Tonkel	Secondary Science Teacher	YES	7-12 General Science, Biological Science	79296	01/12/2014
Victor Van Horn	Secondary Math Teacher	YES	7-12 Mathematics, Education and Health	26416	05/04/2017
Lindsay Velianoff	Elementary Teacher	YES	K-8 Elementary Teaching	68570	07/23/2014
Katrina Wachob	Elementary Teacher	YES	K-8 Elementary Teaching	67350	06/23/2016
Catherine Watkins	SPED Teacher	YES	K-12 Generalist	44408	04/11/2014
Hilary Webb	Secondary Math Teacher	YES	K-8 Elementary, Mathematics, Literacy, TESL	91258	02/18/2014
Kaysa Whittenberger	Secondary Social Studies Teacher	YES	7-12 Social Studies	76235	04/09/2015
Tarah Wiltsie	SPED Teacher	YES	K-8 Elementary Teaching, K-12 Generalist	81749	01/21/2016
Thomas Wolfe	Secondary English Teacher	YES	7-12 English	71958	01/31/2015

# Attachment G



**Attachment G**  
**Staff Satisfaction Survey Results 2008 – 2011**

	NEVADA			
	<u>2011</u> GPA	<u>2010</u> GPA	<u>2009</u> GPA	<u>2008</u> GPA
<b>OVERALL SATISFACTION WITH: (4-point scale)</b>				
Working for Connections Academy	2.86	2.93	3.50	3.18
Your immediate supervisor (reporting to immediate supervisor for at least 3 months)	2.91	2.80	3.16	3.54
Working with the corporate office (school employees only)	3.04	3.05	3.53	3.00
<b>Ratings below are calculated on a 6-point scale.</b>	<b><u>2011</u> Satisfac tion</b>	<b><u>2010</u> Satisfac tion</b>	<b><u>2009</u> Satisfac tion</b>	<b><u>2008</u> Satisfac tion</b>
<b>MANAGEMENT</b>				
In the last 30 days, I have received praise or recognition for my work.	3.98	4.16	4.73	5.06
I have the opportunity to use my talents for the betterment of the workplace.	4.53	4.40	5.03	5.00
I feel empowered to manage myself without close supervision.	4.93	4.71	5.67	5.24
I have confidence and trust in my immediate supervisor.	4.52	4.11	5.07	5.29
My immediate supervisor is fair and consistent with everyone in our department/school.	4.69	3.84	4.83	5.13
My immediate supervisor communicates everything I need to know to get my job done.	4.22	3.87	4.60	5.12
My immediate supervisor sets a clear direction for our department/school.	4.24	3.93	4.77	5.25
My immediate supervisor listens effectively.	4.55	4.16	5.03	4.94
My immediate supervisor effectively deals with conflict.	4.35	3.86	4.53	5.18
My immediate supervisor encourages and supports my professional development and involvement in training.	4.65	4.69	5.10	5.29
The workload in my department/school is distributed evenly.	4.42	3.41	4.03	4.88
<b>WORK ENVIRONMENT</b>				
At work, my opinions seem to count.	4.22	3.86	4.77	4.50
The mission/purpose of the company/school makes me feel	4.45	4.50	4.97	4.69

my job is important.				
My co-workers are committed to high quality work.	4.63	4.36	5.17	5.19
My co-workers and I work together well as a team.	4.55	4.52	5.27	5.25
I am challenged, stimulated and supported at work.	4.61	4.69	5.03	4.94
I feel that I am supported by my colleagues at work.	4.55			
Connections Academy attracts and retains outstanding employees.	4.22	4.18	4.90	4.40
People make an effort to positively influence results.	4.45	4.38	5.13	4.71
My office location meets the needs of my job.	5.40	4.73	5.41	4.94
My personal workspace meets the needs of my job.	5.44	4.91	5.14	5.31
I would recommend this company as a great place to work.	4.66	4.71	5.23	4.88
I am satisfied with the balance between my work life and personal life.	4.71	4.56	4.93	4.31
<b>CUSTOMER FOCUS</b>				
Customer feedback is openly shared and discussed.	4.29	4.16	5.27	5.24
Providing quality services to our customers is the most important priority of Connections Academy.	4.86	4.66	5.33	5.00
<b>COMPENSATION &amp; REWARDS</b>				
My total compensation reflects my efforts.	3.27	3.19	4.07	4.35
My salary and incentives are competitive with the marketplace.	2.98	2.86	3.60	4.19
I understand how my compensation is determined.	4.04	3.91	4.70	4.41
<b>EXPECTATIONS/COMMUNICATION</b>				
I know what is expected of me at work.	4.70	4.53	5.13	5.24
I have a clear understanding of my job.	4.89	4.84	5.00	5.29
Two-way communication is encouraged.	4.36	4.26	5.23	4.94
Feedback is acted upon when employees make suggestions for improvement.	3.94	3.42	4.77	4.29
I feel comfortable expressing my views on issues that are important to me, even when I know others may disagree.	3.63	3.58	4.90	4.35
Communication between employees at my location is good.	4.04	3.85	4.90	5.24
My department/school does a good job of involving employees in decisions that affect them.	3.94	3.50	4.87	4.88
Communication systems (personal, voice mail, email, etc.) are effective.	4.89	4.86	5.37	5.24
Employees have easy access to basic technologies for communication and for their jobs.	5.38	5.28	5.57	5.35
<b>TOOLS &amp; TECHNOLOGY</b>				
I have the right materials and equipment to get my job done.	5.27	5.05	5.30	4.53
I was provided with sufficient training to use the hardware and software required for my job.	4.84	4.23	5.07	4.53
I know who to contact if I have a problem with any hardware or software required for my job.	5.05	5.12	5.53	4.53
I receive a prompt response when I report a problem.	5.36	5.28	5.53	4.41
The capability and reliability of the LMS are adequate for my job.	5.13	5.14	5.40	4.82
<b>TRAINING &amp; DEVELOPMENT</b>				

In the last six (6) months my immediate supervisor discussed my performance and development.	5.53	5.44	5.00	5.53
I am involved in the goal-setting process of my performance appraisal.	5.11	5.40	5.40	
This year, I have had the opportunity to learn and grow.	4.98	5.10	5.47	5.18
I can see the opportunities for continued growth and development.	5.02	5.07	5.33	5.24
I was prepared to perform my job at the beginning of the year.	4.67	4.22	4.97	4.35
I am prepared to perform my job now.	5.24	5.14	5.47	5.29
I am satisfied with the Connections Academy employee training programs.	4.75	4.05	5.07	4.76
<b>SCHOOL LEADER</b>				
My School Leader (Principal/School Director/School CEO/Superintendent) clearly communicates school-wide goals and objectives.	4.58	3.83	5.27	5.41
My School Leader (Principal/School Director/School CEO/Superintendent) clearly communicates school-wide events, and board and/or state-level regulatory and legislative activities.	4.00	3.68	4.80	5.24
My School Leader (Principal/School Director/School CEO/Superintendent) presents a positive image of the school throughout the state.	4.74	4.23	5.40	5.41
My School Leader (Principal/School Director/School CEO/Superintendent) clearly communicates new and/or revised policies and procedures.	4.17	3.61	5.07	5.41
My School Leader (Principal/School Director/School CEO/Superintendent) is accessible to and known by our families.	4.14	4.24	5.33	5.18
<b>BENEFITS* (5-point scale)</b>				
Medical benefits	3.90	3.62	3.73	3.93
Dental benefits	3.83	3.49	3.78	3.50
Prescription program	3.78	3.60	3.73	3.71
Vision plan	3.69	3.39	3.70	3.31
Short and long-term disability programs	3.61	3.52	3.65	3.58
401(k) program	3.56	3.74	3.79	3.80
Flexible work arrangements	3.55	3.39	3.78	3.54
Benefit enrollment process	3.65	3.68	3.96	3.71
Claims process and customer service	3.67	3.78	4.00	3.71
Tuition reimbursement program	4.38	3.71	3.79	3.92
Vacation/personal days	3.88	3.80	4.00	3.36
Sick days	3.77	3.93	4.22	3.71
Holidays	3.92	3.95	4.08	3.50
Benefit communication process	3.43	3.67	4.00	3.21
Overall benefit affordability	3.67	3.37	3.48	3.50
<b>DEPARTMENTS Among employees with CA at least 3 months (5-point scale)</b>				
Accounting	3.77	3.66	4.19	3.46
Legal Affairs**		3.83	4.25	4.14

Internal Audit & Compliance**	4.21	4.23	4.27	4.14
Human Resources*** - Benefits	3.81	3.83	4.31	3.93
Human Resources*** - Payroll	3.98	3.83	4.31	3.93
Human Resources*** - Recruiting/Staffing	3.92	3.83	4.31	3.93
Human Resources*** - Employee Relations	3.74	3.83	4.31	3.93
Human Resources*** - Hris	3.51	3.83	4.31	3.93
Curriculum and Instruction	3.59	3.29	4.09	3.73
Data & LMS Support	3.71	3.95	4.27	3.86
Placement	3.50	3.59	3.65	3.78
Student Services (formerly Special Education Support)	3.82	3.83	3.86	4.00
School Management (formerly High School Support and Counseling)		3.29	4.05	3.78
School Support Team (formerly Professional Development and Instructional Support)	4.04	3.62	4.29	4.27
National Connections Academy	3.88	3.46	3.42	
Enrollment	3.39	3.36	3.63	3.40
Marketing	3.91	3.83	3.82	4.11
Facilities		3.60	3.92	4.29
MIS	4.03	4.24	4.36	
Fulfillment	3.85	3.81	3.80	4.10
Customer Support (formerly Technical Support)	3.84	3.82	3.82	3.73
State Relations		3.80	4.11	4.57
Development (formerly Technology/Development)		3.72	4.09	4.00
Technology/Multimedia Standards and Design		3.92	3.93	4.00
<b>CONNECTIONS ACADEMY COMPARED TO PREVIOUS EMPLOYERS</b>				
Management	4.36	3.98	5.07	
Work Environment	4.79	4.72	5.47	
Customer Focus	4.88	4.98	5.20	
Compensation & Rewards	3.28	2.90	3.77	
Benefits	4.06	3.74	4.00	
Expectations & Communication	4.32	3.91	5.13	
Tools & Technology	5.21	5.33	5.43	
Training & Development	4.87	4.21	5.23	
School/Department Leadership	4.40	3.56	4.97	

# Attachment H

NEVADA CONNECTIONS ACADEMY

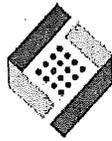
AUDITED FINANCIAL STATEMENTS

JUNE 30, 2012

(With Report of Independent Certified Public Accountants Thereon)

NEVADA CONNECTIONS ACADEMY  
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JUNE 30, 2012

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**L.L. Bradford**  
Certified Public Accountants & Consultants

## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Governing Body  
Nevada Connections Academy  
Reno, Nevada

We have audited the accompanying financial statements of the governmental activities, and the aggregate remaining fund information of the Nevada Connections Academy (the "Academy"), as of and for the year ended June 30, 2012, listed in the foregoing table of contents. These financial statements are the responsibility of the Academy's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and the aggregate remaining fund information of the Academy as of June 30, 2012, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 19, 2012, on our consideration of the Academy's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

As described in Note 1 to the financial statements, the Academy adopted Governmental Accounting Standards board Statement Number 34 *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments* during the year ended June 30, 2012.

Management's Discussion and Analysis is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

*L.L. Bradford & Company, LLC*

L.L. Bradford & Company, LLC  
October 19, 2012  
Las Vegas, Nevada

Nevada Connections Academy  
Management's Discussion and Analysis  
June 30, 2012

As management of the Nevada Connections Academy, hereafter referred to as "the Academy", we offer readers of the Academy's financial statements this narrative overview and analysis of the financial activities of the Academy for the fiscal year ended June 30, 2012. We encourage readers to read the information presented here in conjunction with additional information that we have furnished in the School's financial statements, which follow this narrative.

**Financial Highlights**

- The assets of the Academy exceeded its liabilities at the close the fiscal year by \$613,897.
- As of the close of the current fiscal year, the Academy's governmental funds reported combined ending fund balances of \$543,754.
- Audited Enrollment Count Day Figure was 1,685.
- The Academy has no long-term debt.

**Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the Academy's basic financial statements. The School's basic financial statements consist of three components; 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. The basic financial statements present two different views of the School through the use of government-wide statements and fund financial statements. In addition to the basic financial statements, this report contains other supplemental information that will enhance the reader's understanding of the financial condition of the Academy.

**Basic Financial Statements**

The first two statements (pages 5 and 6) in the basic financial statements are the **Government-wide Financial Statements**. They provide both short and long-term information about the Academy's financial status.

The next statements (pages 7 and 8) are **Fund Financial Statements**. These statements focus on the activities of the individual parts of the Academy's government. These statements provide more detail than the government-wide statements.

The next section of the basic financial statements is the **notes**. The notes to the financial statements explain in detail some of the data contained in those statements.

**Government-wide Financial Statements**

The government-wide financial statements are designed to provide the reader with a broad overview of the Academy's finances, similar in format to a financial statement of a private-sector business. The government-wide statements provide short and long-term information about the Academy's financial status as a whole.

The two government-wide statements report the Academy's net assets and how they have changed. Net assets are the difference between the Academy's total assets and total liabilities. Measuring net assets is one way to gauge the Academy's financial condition.

### Fund Financial Statements

The fund financial statements provide a more detailed look at the Academy's most significant activities. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Academy, like all other governmental entities in Nevada, uses fund accounting to ensure and reflect compliance (or non-compliance) with finance-related legal requirements, such as the General Statutes or the Academy's budget ordinance.

**Notes to Financial Statements** – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 9 of this report.

**Governmental Funds:** The focus of the Academy's governmental funds is to provide information on near-term inflows, outflows, and balances of usable resources. Such information is useful in assessing the Academy's financing requirements. Specifically, unreserved fund balance can be a useful measure of a government's net resources available for spending at the end of the fiscal year.

The general fund is the chief operating fund of the Academy.

At June 30, 2012, the governmental funds of the Academy reported fund balance of \$543,754.

### Academy's Capital Assets

Leasehold improvements	\$	12,263
Equipment		18,565
Furniture		<u>108,820</u>
		139,648
Less: Accumulated Depreciation		<u>(69,505)</u>
	\$	<u>70,143</u>

### Economic Factors

The Academy originally received authorization in 2007 from the Nevada State Board of Education to operate as a grade 4–12 school. In August 2008, the Academy received permission from the State Board to add grades K–3 beginning with school year 2008–09. The Academy began serving students throughout Nevada in grades K–12 for the fiscal year ended June 30, 2009, and for the fiscal year ended June 30, 2012, the Academy's audited enrollment count day figure was 1,685. The Academy anticipates continued growth in student enrollment.

### Requests for Information

This report is designed to provide an overview of the Academy's finances for those with an interest in this area. Questions concerning any of the information found in this report or requests for additional information should be directed to Kirsten Liebendorfer, Treasurer, Nevada Connections Academy, 175 Salomon Circle, Suite 201, Sparks, NV 89434, telephone (775) 826-4200.

NEVADA CONNECTIONS ACADEMY  
STATEMENT OF NET ASSETS  
GOVERNMENT ACTIVITIES - GENERAL  
JUNE 30, 2012

ASSETS

	\$	2,497,936
Cash		60,077
Accounts receivable		70,143
Property and equipment, net		6,601
Prepaid expenses		4,500
Deposits		<u>4,500</u>
Total assets	\$	<u><u>2,639,257</u></u>

LIABILITIES AND NET ASSETS

Liabilities	\$	121,955
Accounts payable		342,287
Accrued liabilities		<u>1,561,118</u>
Due to related party		2,025,360
Total current liabilities		<u>2,025,360</u>
Net assets		<u>613,897</u>
Net assets		<u>613,897</u>
Total net assets		<u>613,897</u>
Total liabilities and net assets	\$	<u><u>2,639,257</u></u>

NEVADA CONNECTIONS ACADEMY  
STATEMENT OF ACTIVITIES  
GOVERNMENT ACTIVITIES - GENERAL  
FOR THE YEAR ENDED JUNE 30, 2012

Revenues:		\$	11,133,456
General sources			170,241
Federal sources			<u>11,303,697</u>
Total revenue			
Expenditures:			
Instructional programs			1,991,317
Salaries			846,762
Employee benefits			1,945,660
Professional and technical services			2,246,025
Supplies			87,794
Travel and meals			987,833
Purchased services			75,550
Payroll taxes			71,643
Postage and shipping			100,153
Sponsor admin services			583,885
Other			<u>8,936,622</u>
Total instructional programs expenditures			
Support services			554,686
Salaries			153,219
Employee benefits			38,640
Professional and technical services			17,542
Postage and shipping			86,234
Utilities			78,313
Rent			23,346
Depreciation			7,530
Payroll taxes			1,386,985
Professional services - related party			52,551
Other			<u>2,399,046</u>
Total support services expenditures			
Total expenditures			<u>11,335,668</u>
Excess of expenditures over revenues			(31,971)
Net assets, beginning of year			<u>645,868</u>
Net assets, end of year			<u><u>\$ 613,897</u></u>

See Accompanying Notes to the Financial Statements

NEVADA CONNECTIONS ACADEMY  
BALANCE SHEET  
GOVERNMENT FUND - GENERAL  
JUNE 30, 2012

ASSETS

Cash	\$	2,497,936
Accounts receivable		60,077
Prepaid expenses		6,601
Deposits		4,500
Total assets		\$ 2,569,114

LIABILITIES AND FUND BALANCES

Liabilities	\$	121,955
Accounts payable		342,287
Accrued liabilities		1,561,118
Due to related party		2,025,360
Total current liabilities		
Fund Balance		543,754
Unreserved fund balance		543,754
Total fund balance		543,754
Total liabilities and fund balance	\$	2,569,114

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds	\$	543,754
		70,143
Reconciliation to net assets	\$	613,897

See Accompanying Notes to Financial Statements

NEVADA CONNECTIONS ACADEMY  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
GOVERNMENT FUND - GENERAL  
FOR THE YEAR ENDED JUNE 30, 2012

Revenues:		\$ 11,133,456
State of Nevada		170,241
Federal sources		<u>11,303,697</u>
Total revenue		
Expenditures:		
Current		
Instructional programs		1,991,317
Salaries		846,762
Employee benefits		1,945,660
Professional and technical services		2,246,025
Supplies		87,794
Travel and meals		987,833
Purchased services		75,550
Payroll taxes		71,643
Postage and shipping		100,153
Sponsor admin services		583,885
Other		<u>8,936,622</u>
Total instructional programs expenditures		
Support services		554,686
Salaries		153,219
Employee benefits		38,640
Professional and technical services		17,542
Postage and shipping		86,234
Utilities		78,313
Property		7,530
Payroll taxes		1,386,985
Professional services - related party		52,551
Other		<u>2,375,700</u>
Total support services expenditures		
Total expenditures		<u>11,312,322</u>
Excess of expenditures over revenues		(8,625)
Fund balance, beginning of year		<u>552,379</u>
Fund balance, end of year		<u><u>\$ 543,754</u></u>

See Accompanying Notes to Financial Statements

NEVADA CONNECTIONS ACADEMY  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012

1. Summary of significant accounting policies

The financial statements of the Nevada Connections Academy (the "Academy") have been prepared in conformity with accounting principles generally accepted in the United States (GAAP) applicable to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Reporting entity – Nevada Connections Academy is a "charter school", established in April 2007 under Nevada Revised Statute. The Academy's major operation is to provide innovative educational services outside the traditional classroom, emphasizing accountability and performance for students and staff for grades kindergarten through twelfth.

The Academy receives funding from state and government sources and must comply with the requirements of these funding sources. However, the Academy is not included in any other governmental "reporting entity," as defined in GASB pronouncements, since its Governing Body has decision-making authority, the power to designate management, the ability to significantly influence operations and primary accountability for fiscal matters.

Connections Academy of Nevada, LLC – The Academy entered into a professional services agreement with Connections Academy of Nevada, LLC, a Nevada limited liability company (CAN) in April 2007. All services provided by CAN must have prior approval by the Board of Trustees of the Academy.

The Educational Services that CAN provides for the Academy are as follows.

- Instructional materials used by students.
- Development of personalized learning plans for each student.
- Facilitate a series of assessments administered to students to gauge mastery of core concepts and readiness for the State of Nevada's standardized tests.
- Establish an accessible location for testing by each student that shall be no more than fifty (50) miles from the student's residence.
- Employ one or more persons who will be designated as school Principal. CAN may also employ one or more persons to be designated as Assistant Principals, Special Education Managers or Coordinators or other administrative or clerical staff.
- Recruit learning coaches willing to volunteer their services to coordinate community activities.
- Provide human resources including recruiting, payroll administration, (including processing the payroll, collecting and remitting taxes, etc.), and benefits administration provided for in the budget. CAN is responsible for recruiting, training, assigning and supervising Teachers and shall strive to maintain teaching staff at a ratio as set forth in the Charter Application.
- Provide access to additional educational support staff in the areas of special education, gifted education and curriculum services with such staff being available to teachers via emails and toll-free telephone during the school year.
- Provide to the Academy a non assignable limited license for the use of its Learning Management System by all individuals required to access the system in order to provide the Educational services.
- Provide hardware and software to each student, the hardware and software shall not become property of the student but must be returned upon withdrawal from the program. Each student/household shall receive payments which shall be changed depending on the average cost of dial-up Internet service available in Nevada for at least 150 hours per month.
- Provide toll-free technical support and maintenance of any computer hardware or software provided to the students.
- Maintenance of Student and Charter School Records in accordance with state, local and federal requirements.

NEVADA CONNECTIONS ACADEMY  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012

1. Summary of significant accounting policies (Continued)

- Services to special needs students by providing software and associated protocols for the development of individualized education programs.
- Provide and maintain in good working condition the following for all personnel under the control or supervision of CAN; office supplies, telephone service, data lines, computer hardware and software, and office support equipment, including means of photocopying, materials assembly and the like.
- Responsible for providing to the governing body any such reports as are required by law or regulation and will assist in providing any information required by the Charting Authority, the Nevada Department of Education, or its auditors.

The Academy has executed the Trademark License Agreement and can use the name and the logo of Connections Academy, LLC.

In addition to the educational services described above, CAN will also identify, count and keep accurate records of the number of enrolled students and their days present and absent, and all other data required in order to determine funding under State law. CAN acknowledges that the Academy is the fiscal agent recognized by the State and that all payments which the Academy is entitled to will be deposited directly into the accounts maintained by the Academy and will not be dispersed to CAN.

CAN will also provide reports to the Governing Body which detail the data needed for funding, as well as a financial report covering all receipts and payments made under the agreement. CAN shall also prepare any supporting documentation as is required for any financial or regulatory audit of the Academy. CAN will also cooperate fully in assisting with completion of the annual financial audit and annual financial report. CAN will prepare the final Budget for approval by the Board of Trustees.

For compensation of the above educational and management services the Board of Trustees has approved a fee schedule whereby the expenses are charged to the Academy monthly based upon bases contained in the fee schedule. CAN is also reimbursed for direct expense that CAN has paid on behalf of the Academy. Payments to CAN are to be made with-in thirty (30) days of receipt of funding.

The agreement was amended June 7, 2011, to extend the term for another two years through June 30, 2013.

Prepaid Items – Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

Basis of presentation – fund accounting – The accounts of the Academy are organized and operated on the basis of funds and account groups, each of which is presented as a separate accounting entity. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts comprised of assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. The account groups are not funds but are a reporting device used to account for certain assets and liabilities of the governmental funds that are not recorded directly in those funds.

Government resources are allocated and accounted in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The operations of the Academy's funds are accounted with separate sets of self-balancing accounts that comprise their assets, liabilities, fund equity, revenues and expenditures.

NEVADA CONNECTIONS ACADEMY  
 NOTES TO FINANCIAL STATEMENTS  
 JUNE 30, 2012

1. Summary of significant accounting policies (Continued)

The Academy has the following fund categories (further divided by fund type) and account groups:

Governmental funds – are used to account for the Academy’s general government activities. Governmental funds include the following fund types:

General Fund– The General Fund is the general operating fund for the Academy. It is used to account for all financial resources not accounted in other funds.

Account Groups – The general fixed assets account group is used to account for fixed assets that are not accounted for in proprietary or trust funds.

Capital assets – The School's capital assets are recorded at original cost. Donated assets are listed at their estimated fair value at the date of donation. The total of these estimates is not considered large enough that any errors would be material when capital assets are considered as a whole.

It is the policy of the School to capitalize all capital assets costing more than \$1,000 with an estimated useful life of two or more years. In addition, other items which are purchased and used in large quantities such as office furniture are capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets. All depreciable assets are depreciated using the straight-line method of depreciation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets are depreciated over the following estimated useful lives:

	Years
Leasehold improvements	Life of the lease
Equipment	5
Furniture	7

Measurement focus and basis of accounting – The term, “basis of accounting,” refers to the method used for revenues and expenditure recognition in the accounts and reporting in the financial statements and relates to the timing of the measurements made, regardless of the measurement focus applied. Under GAAP, all governmental funds are accounted using a modified accrual basis of accounting under which revenues are recognized when they become measurable and available as net current assets. Expenditures are recognized generally under the modified accrual basis of accounting in use when the related fund liability is incurred.

The Academy adopted, the Governmental Accounting Standards Board issued Statement No. 34, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments* (GASB 34). GASB 34 established accounting and financial reporting standards for general purpose external financial reporting by state and local governments.

*Government-wide Financial Statements.* The government-wide financial statements are reported using the economic resources measurement focus. The government-wide financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, which the School gives (or receives) value without directly receiving (or giving) equal value in exchange, include grants and donations. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NEVADA CONNECTIONS ACADEMY  
 NOTES TO FINANCIAL STATEMENTS  
 JUNE 30, 2012

1. Summary of significant accounting policies (continued)

*Governmental Fund Financial Statements.* Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The School considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. These could include federal, State, and county grants, and some charges for services. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Under the terms of grant agreements, the School funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net assets available to finance the program. It is the School's policy to first apply cost-reimbursement grant resources to such programs, and then general revenues.

All governmental and business-type activities and enterprise funds of the School follow FASB Statements and Interpretations issued on or before November 30, 1989, Accounting Principles Board Opinions, and Accounting Research Bulletins, unless those pronouncements conflict with GASB pronouncements.

In the governmental fund financial statements, reservations of fund balance represent amounts that are not appropriable or are legally segregated for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net assets - governmental activities as reported in the government-wide statement of net assets. The net adjustment of \$70,143 consists of the following:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Capital assets used in governmental activities are not financial resources are therefore not reported in the funds (total capital assets on government-wide statement in governmental activities column).	\$ 139,648
Less accumulated depreciation	(69,505)
Total adjustment	<u>\$ 70,143</u>

NEVADA CONNECTIONS ACADEMY  
 NOTES TO FINANCIAL STATEMENTS  
 JUNE 30, 2012

1. Summary of significant accounting policies (continued)

Net assets/ Fund balances – In March 2009, the GASB issued Statement No. 54, Fund Balance Reporting and Governmental Fund-type definitions. The objective of this statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund-type definitions. This statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed on the use of the resources reported in governmental funds. Under this standard, the fund balance classifications of reserved, designated, and unreserved/undesignated were replaced with five new classifications - nonspendable, restricted, committed, assigned, and unassigned.

- Nonspendable fund balance represents amounts that are not in a spendable form. The nonspendable fund balance represents inventories and prepaid items.
- Restricted fund balance represents amounts that are legally restricted by outside parties for a specific purpose (such as debt covenants, grant requirements, donor requirements, or other governments) or are restricted by law (constitutionally or by enabling legislation).
- Committed fund balance represents funds formally set aside by the governing body for a particular purpose. The use of committed funds would be approved by resolution.
- Assigned fund balance represents amounts that are constrained by the expressed intent to use resources for specific purposes that do not meet the criteria to be classified as restricted or committed. Intent can be stipulated by the governing body or by an official to whom that authority has been given by the governing body.
- Unassigned fund balance is the residual classification of the General Fund. Only the General Fund may report a positive unassigned fund balance. Other governmental funds would report any negative residual fund balance as unassigned.

The Academy has no restricted or committed fund balances at year ended June 30, 2012.

2. Cash

As of June 30, 2012, the bank balance and carrying value of the Academy's deposits with the bank was \$2,497,936. The Company maintains cash balances at a financial institution with accounts insured by the Federal Deposit Insurance Corporation up to \$250,000. As of June 30, 2012, the Company uninsured balances totaled \$2,247,936.

3. Property and equipment

The property and equipment as of June 30, 2012 are as follows:

Leasehold improvements	\$	12,263
Equipment		18,565
Furniture		<u>108,820</u>
		139,648
Less: Accumulated Depreciation		<u>(69,505)</u>
		<u>\$ 70,143</u>

NEVADA CONNECTIONS ACADEMY  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012

4. Related party transactions

During April 2007, the Academy entered into a professional services agreement with Connections Academy of Nevada, LLC (CAN), to provide educational and management services (see Note 1). Certain expenses are paid for by CAN and then allocated to the Academy based on a per student average. CAN bills the Academy for these services and expenses on a monthly basis. As of June 30, 2012 the unpaid balance due from the Academy totals \$1,561,118 for these services recorded as Due to related party. The professional services fee incurred by the Academy for the services provided by CAN totaled \$1,386,985 for the year ended June 30, 2012 recorded as Professional services – related party.

5. Retirement plan

The Academy contributes to the Public Employees' Retirement System (PERS), a cost-sharing, multiple-employer, defined benefit pension plan administered by the Nevada Public Employees' Retirement System. PERS provides plan members and beneficiaries with retirement and disability benefits, cost-of-living adjustments, and death benefits. PERS was established by legislation in 1947. The PERS Board is the governing body of PERS with responsibility for administration and management. This autonomous, seven-member Board is appointed by the Governor of the State of Nevada. PERS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information for PERS. That report may be obtained by writing to Public Employees' Retirement System of Nevada, 693 W. Nye Lane, Carson City, NV 89703-1599 or toll free by calling (866) 473-7768.

Benefits, as required by statute, are determined by the number of years of accredited service at the time of retirement and the member's highest average compensation in any 36 consecutive months. Benefit payments to which participants may be entitled under the System include pension benefits, disability benefits, and death benefits.

Full-time and part-time employees of the Academy are eligible to participate in PERS upon hire. Employees that are eligible have a choice of contribution plans. If an employee chooses the Employer-Paid option, their salary is reduced by 10.712%, and NCA would contribute 21.5% of earnings to PERS on their behalf. In the event of termination of employment covered by PERS, the employee would not be eligible for a refund. If an employee chooses the Employee/Employer-Paid option, a contribution of 11.25% of gross earnings is deducted from each pay. The Academy makes an additional contribution of 11.25% of earnings on their behalf.

In the event of termination of employment covered by PERS, employee contributions will be available for refund to the member. If a member chooses the employee/employer contribution plan, they can elect to contribute under the employer-paid plan at a future date. Choice of the employer-paid contribution plan is a one-time election and cannot be reversed.

The Academy's contributions to the plan for the year ended June 30, 2012 was \$306,450, equal to the required contributions for the year.

NEVADA CONNECTIONS ACADEMY  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2012

6. Capital assets

Capital asset activity for the year ended June 30, 2012 was as follows:

Governmental Activities:	Beginning Balance	Increases	Decreases	Ending Balance
Leasehold improvements	\$ 12,263	\$ -	\$ -	\$ 12,263
Equipment	18,565	-	-	18,565
Furniture	108,280	-	-	108,820
	\$ 139,648	\$ -	\$ -	\$ 139,648
Less: accumulated depreciation	(46,159)	(23,346)	-	(69,505)
Governmental capital assets, net	<u>\$ 93,489</u>	<u>\$ (23,346)</u>	<u>\$ -</u>	<u>\$ 70,143</u>

7. Capital assets

The Academy has evaluated subsequent events through October 19, 2012, the date the financial statements were issued.



**L.L. Bradford**  
Certified Public Accountants & Consultants

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

Governing Body  
Nevada Connections Academy  
Reno, Nevada

We have audited the accompanying financial statements of the governmental activities, and the aggregate remaining fund information of the Nevada Connections Academy (the "Academy"), as of and for the year ended June 30, 2012, and have issued our report thereon dated October 19, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

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

In planning and performing our audit, we considered the Academy's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Academy's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects Academy's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Academy's financial statements that is more than inconsequential will not be prevented or detected by the Academy's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Academy's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, Board of Trustees and the Nevada Department of Taxation, and federal awarding agencies and pass-through agencies and is not intended to be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

*L.L. Bradford & Company, LLC*

L.L. Bradford & Company, LLC  
October 19, 2012  
Las Vegas, Nevada

# Attachment I

**NEVADA CONNECTIONS ACADEMY  
ANNUAL PERFORMANCE AUDIT – FINAL DETERMINATION  
FOR STATE PUBLIC CHARTER SCHOOL AUTHORITY  
2011-2012 SCHOOL YEAR  
BY Michael Shafer, Auditor  
Audit No: 12-2711-272**

7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management. NAC 386.410(7), NAC 387.765(1)

**COMPLIANT**

**PRIOR YEAR FINDING:** The school did not use a receipting procedure for collecting funds from students or parents. Additionally, items in Item #10 were also considered to be a finding for Item #7-fiscal management as well.

10. A determination whether the charter school complies with NRS 386.573 regarding orders for payment of money.

**NON COMPLIANT**

**COMMENTS:** The school appears to have in place a viable internal controls structure. However, some exceptions to the school's procedures were noted during our audit. There was an invoice from Pitney Bowes for postage refills which included charges to several Connections Academy schools (not just Nevada Connections Academy) and a finance charge. The finance charge was computed with a 22% interest rate and the interest charge was divided among the various schools (including Nevada Connections Academy) listed on the invoice. Since it is not clear why Nevada Connections Academy incurred this interest charge, the charge should be disallowed.

We noted several of the smaller dollar purchases were not pre-approved.

The school appears to correctly follow GSA travel rates for hotels, meals and mileage. However, the school's written travel policy should be updated to state GSA rates are used to reimburse employees for travel.

**CORRECTIVE ACTION:** During our exit conference with the school, representatives from Connections Academy (Nevada Connections Academy's Educational Management Organization (EMO)) stated that Pitney Bowles will total and credit the finance charges back in their June invoice. The EMO claimed they had taken steps to ensure this does not happen next year. The School claims to be in the process of setting up an open PO system for small purchases which will ensure appropriate pre-approvals.

The school stated they will add language specifically identifying the use of GSA rates to their travel reimbursement policy.

The School's corrective action appears reasonable.

**RESPONSE:** The School responded by stating three steps had been implemented to ensure these items to do not happen again:

- 1) Pamela Trickett, CPA, Connections Education Accounts Manager, stated that the Pitney Bowles incident was due to billing irregularities and the School will be credited any overages during the year. The process will also be modified going forward to have a single invoice which will eliminate the need for adjustments and credits at year end.
- 2) A purchase order system is in place for all purchases, including open purchase orders for ongoing school expenditures.
- 3) The Accounts Payable Department is currently in the process of drafting revisions to Nevada Connections' travel policy to include the use of GSA rules.

**STATUS: NON COMPLIANT**

We consider the School's corrective action to be reasonable.

**PRIOR YEAR FINDING:** The school did not have administrative approval for most expenses, there was no supporting documentation for one check that was tested and voided checks were just shredded with no documentation to prove the void.

15. A description of the attendance policy of the charter school and a determination whether the policy is (NAC 386.350(4)):

- a. Distributed to each pupil at the beginning of the school year and to each new pupil who enters the school during the school year; and
- b. Available for public inspection at the school

**COMPLIANT**

Per 2011-2012 Pupil Enrollment and Attendance Audit

23. If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with NRS 392.040 regarding age enrollment for pupils in those grades.

**COMPLIANT**

Per 2011-2012 Pupil Enrollment and Attendance Audit

# Attachment J

KEITH W RHEAULT  
Superintendent of Public Instruction

STATE OF NEVADA

SOUTHERN NEVADA OFFICE  
1820 E. Sahara, Suite 205  
Las Vegas, Nevada 89104-3746  
(702-486-6455  
Fax: (702)486-6450

GLORIA P. DOPF  
Deputy Superintendent  
Instructional, Research and Evaluative  
Services



JAMES R. WELLS  
Deputy Superintendent  
Administrative and Fiscal Services

MOODY STREET OFFICE  
1749 Moody Street, Suite 40  
Carson City, Nevada 89706-2543

DEPARTMENT OF EDUCATION  
700 E. Fifth Street  
Carson City, Nevada 89701-5096  
(775) 687 - 9200 · Fax: (775) 687 - 9101

### Charter School Budget

Nevada Connections Academy \_\_\_\_\_ herewith submits the FINAL  
budget for the fiscal year ending June 30, 2013

This budget contains 4 governmental fund types with estimated expenditures of \$ 13,066,789 and  
0 proprietary funds with estimated expenses of \$ 0.

**Per NAC 387.370:**

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

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

CERTIFICATION

APPROVED BY THE GOVERNING BOARD

I, \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

Signed \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULED PUBLIC HEARING:

Date and Time: 5/15/12 6:00 PM

Publication Date 5/15/2012

Place: 1100 Bank of America Plaza, 50 W. Liberty Street, Reno, NV 89501  
5690 Riggins Court, Suite B, Reno, NV 89502  
301 S Center Street, Reno, NV 89501  
195 W. Plumb Lane, Reno, NV 89509  
75 Court Street, Reno, NV 89501

Form 1  
3/9/2012

**ENROLLMENT AND BASIC SUPPORT GUARANTEE INFORMATION**

	WEIGHTED ACTUAL YEAR ENDING 06/30/11	WEIGHTED ACTUAL YEAR ENDING 06/30/12	WEIGHTED ESTIMATED YEAR ENDING 06/30/13
1. Pre-kindergarten (NRS 388.490)	0 x .6 = 0.0	x .6 = 0.0	x .6 = 0.0
2. Kindergarten	60 x .6 = 36.0	74 x .6 = 44.4	134 x .6 = 80.3
3. Elementary	486	401	615
4. Secondary	1,017	1,240	1,205
5. Ungraded			
6. Subtotal	1,539.0	1,685.4	1,900.0
7. Students transported into Nevada from out-of-state			
8. Students transported to another state			
9. Total WEIGHTED enrollment	1,539.0	1,685.4	1,900.0
10. Hold Harmless			

11. Basic support per pupil amount, Year Ending 06/30/13		5,521	
Fill in information for each district:	2012-2013	WEIGHTED 2012-2013	Use rates below:
	Rate revised 4/25/12	Enrollment	Reference amounts for #12 Estimate: "Outside Revenue"
<u>School District</u>			
Carson City	\$ 6,109	48.0	\$ 293,380
Churchill	\$ 6,152	30.4	\$ 187,254
Clark	\$ 5,257	1,162.5	\$ 6,111,270
Douglas	\$ 5,314	31.1	\$ 165,341
Elko	\$ 6,364	47.6	\$ 302,756
Esmeralda	\$ 17,932	0.0	\$ 0
Eureka	\$ -	0.0	\$ 0
Humboldt	\$ 5,540	23.2	\$ 128,655
Lander	\$ -	2.3	\$ 0
Lincoln	\$ 9,906	1.1	\$ 11,167
Lyon	\$ 6,718	91.3	\$ 613,445
Mineral	\$ 8,463	4.5	\$ 38,162
Nye	\$ 6,652	134.4	\$ 893,880
Pershing	\$ 8,838	1.1	\$ 9,963
Storey	\$ 7,069	4.5	\$ 31,876
Washoe	\$ 5,295	303.3	\$ 1,605,716
White Pine	\$ 6,648	14.7	\$ 97,428
Multidistrict		1,900.0	\$ 10,490,295.69
			5,521
12. Estimated "Outside Revenue" (Supplemental Support) per pupil This is the per pupil share of local taxes, etc, from the district.			1,127
13. Total basic support for enrollee including outside revenue			Total Weighted-#9 \$ 12,631,345.65
			Hold Harmless-#10 \$ -
14. Estimated number of special education program units	1.5	(Should be 0 or 1 maximum - see prior year allotment)	
	X 39,768	amount per unit	\$ 59,652
15. TOTAL BASIC SUPPORT GUARANTEE (Number 13 +14)			Total Weighted \$ 12,690,997.65
			Hold Harmless \$ 59,652.00

Fiscal Year 2012-2013 Charter School Nevada Connections Academy

Form 3	(1)	(2)	(3)		(4)
Nevada Connections Academy REVENUE	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	BUDGET YEAR ENDING 06/30/13		(4) AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>1000 LOCAL SOURCES</b>					
1100 Taxes					
1110 Ad Valorem Taxes					
1111 Net Proceed of Mines					
1120 Sales & Use/School Support Taxes					
1140 Penalties & Interest on Tax					
1150 Residential Construction Tax					
1190 Other					
Revenue from Local Govmt Units other than School Districts					
1200 Tuition					
1300 Tuition					
1310 Tuition from Individuals					
1320 Tuition-other Govt sources within State					
1330 Tuition-other Govt sources out of State					
1400 Transportation Fees					
1410 Trans Fees from Individuals					
1420 Trans Fees - other Govt within State					
1430 Trans Fees - other Govt out of State					
1440 Trans Fees - Other Private Sources					
1500 Investment Income					
1600 Food Services					
1610 Daily Sales - Reimbursable Program					
1620 Daily Sales - Non-Reimbursable Progrm					
1630 Special Functions					
1650 Daily Sales - Summer Food Program					
1700 Direct Activities					
1800 Community Service Activities					
1900 Other Revenues	11,931	5,362			
1910 Rent					
1920 Donations					
1930 Gains/Loss on Sales of Capital Assets					
1940 Textbook Sales & Rentals					
1950 Misc Revenues from Other Districts					
1960 Misc Revenues from Other Local Govt					
1970 Operating Revenues					
1980 Refund of Prior Year's Expenditures					
1990 Miscellaneous - local sources					
<b>TOTAL LOCAL SOURCES</b>	11,931	5,362	0	0	0
<b>3000 REVENUE FROM STATE SOURCES</b>					
3100 Unrestricted Grants-in-Aid					
3110 Distributive School Account (DSA)	10,124,932	11,088,326	12,639,301	12,631,346	
3115 Special Ed portion of DSA	59,652	39,768	59,652	59,652	
3200 State Govt Restricted Funding					
3210 Special Transportation					
3220 Adult High School Diploma Program Fnd					
3230 Class Size Reduction					
3800 Revenue in Lieu of Taxes					
3900 Revenue for/on Behalf of School Dist					
<b>TOTAL STATE SOURCES</b>	10,184,584	11,128,094	12,698,953	12,690,998	0

Nevada Connections Academy \_\_\_\_\_

Budget Fiscal Year 2012-2013

REVENUE	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(3) BUDGET YEAR ENDING 01/00/00		(4)
			TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
<b>4000 FEDERAL SOURCES</b>					
4100 Unrestricted Grants-in-Aid DIRECT from Fed Govt	3,210	20,812	20,812	14,567	
4103 E-Rate Funds					
4200 Unrestricted Grants-in-Aid from Fed Govt pass thru the State					
4300 Restricted Grants-in-Aid Direct - Fed				540,403	
4500 Restricted Grants-in-Aid Fed Govnt pass-thru the State	152,783	162,688	563,403		
4700 Grants-in-Aid from Fed Govt Thru Other Intermediate Agencies					
4800 Revenue in Lieu of Taxes					
4900 Revenue for/on Behalf of School District			584,215	554,970	0
<b>TOTAL FEDERAL SOURCES</b>	155,993	183,500			
OTHER RESOURCES AND FUND BALANCE	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(3) BUDGET YEAR ENDING 01/00/00		(4)
			TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
<b>5000 OTHER FINANCING SOURCES</b>					
5100 Issuance of Bonds					
5110 Bond Principal					
5120 Premium of Discount on the Issuance of Bonds					
5200 Fund Transfers In					
5300 Proceeds from the Disposal of Real or Personal Property					
5400 Loan Proceeds					
5500 Capital Lease Proceeds					
5600 Other Long-Term Debt Proceeds					
<b>6000 Other Items</b>					
6100 Capital Contributions					
6200 Amortization of Premium on Issuance of Bonds					
6300 Special Items					
6400 Extraordinary Items	0	0	0	0	0
<b>TOTAL OTHER SOURCES</b>					
<b>8000 OPENING FUND BALANCE</b>					
Reserved Opening Balance	870,349	645,869	676,912	722,002	
Unreserved Opening Balance	870,349	645,869	676,912	722,002	0
<b>TOTAL OPENING FUND BALANCE</b>					
Prior Period Adjustments					
Residual Equity Transfers				13,967,970	0
<b>TOTAL ALL RESOURCES</b>	11,222,858	11,962,824	13,960,079		

Budget Fiscal Year 2012-2013

Nevada Connections Academy

Nevada Connections Academy Form 4 PROGRAM FUNCTION OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(3) BUDGET YEAR ENDING 06/30/13		(5) FINAL APPROVED
			(4) TENTATIVE APPROVED	(4) FINAL APPROVED	
<b>100 REGULAR PROGRAMS</b>					
1000 Instruction					
100 Salaries	1,806,563	1,791,415	2,099,438	2,076,935	
200 Benefits	749,324	790,199	1,027,464	1,016,074	
300/400/500 Purchased Services	2,005,116	2,093,072	2,399,470	2,395,928	
600 Supplies	1,936,265	2,196,850	2,522,877	2,566,378	
700 Property					
800 Other					
2100-2600, 2900 Other Support Services			500,014	503,074	
100 Salaries	435,531	437,375	186,252	187,079	
200 Benefits	157,138	156,897	3,251,630	3,261,502	
300/400/500 Purchased Services	2,543,837	2,840,754	26,200	22,200	
600 Supplies	27,326	18,726			
700 Property			3,000	2,500	
800 Other	1,110	13,002			
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>100 TOTAL REGULAR PROGRAMS</b>	9,662,211	10,338,288	12,016,345	12,031,669	0
<b>140 Summer School for Reg Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits	24,961	8,425	10,000	10,000	
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>140 TOTAL Summer School - Reg Prog</b>	24,961	8,425	10,000	10,000	0

Budget Fiscal Year 2012-2013

Nevada Connections Academy

3/9/2012

Form 4 Expenditures

PROGRAM FUNCTION OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(4) BUDGET YEAR ENDING 01/00/00		(5) AMENDED FINAL APPROVED
			(3) TENTATIVE APPROVED	FINAL APPROVED	
<b>200 SPECIAL PROGRAMS</b>					
1000 Instruction					
100 Salaries	219,105	203,097	252,872	250,033	
200 Benefits	85,138	86,059	102,993	101,559	
300/400/500 Purchased Services	462,397	480,184	569,058	568,128	
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries	72,826	67,521	69,115	69,115	
200 Benefits	29,019	33,902	36,285	36,285	
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>200 SPECIAL PROGRAMS</b>	<b>868,484</b>	<b>870,763</b>	<b>1,030,324</b>	<b>1,025,120</b>	<b>0</b>
<b>240 Summer School for Special Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>240 TOTAL Summer School - Spec Prog</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Nevada Connections Academy \_\_\_\_\_

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(4) BUDGET YEAR ENDING 01/00/00		(5) AMENDED FINAL APPROVED
			(3) TENTATIVE APPROVED	FINAL APPROVED	
<b>270 Gifted and Talented Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>270 TOTAL Gifted &amp; Talented Programs</b>					
		0	0	0	0
<b>300 Vocational &amp; Technical Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>300 Total Vocational &amp; Technical Prog</b>					
		0	0	0	0

Budget Fiscal Year 2012-2013

Nevada Connections Academy

3/9/2012

Form 4 Expenditures

PROGRAM FUNCTION OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(3) BUDGET YEAR ENDING		(4)	(5)
			TENTATIVE APPROVED	FINAL APPROVED	01/00/00 AMENDED FINAL APPROVED	
<b>340 Summer School for Voc &amp; Tech</b>						
1000 Instruction						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>340 Total Summer School for Voc &amp; Tech</b>		0	0	0	0	0
<b>420 English for Speakers of Other Lang</b>						
1000 Instruction						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2100-2600, 2900 Other Support Services						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
2700 Student Transportation						
100 Salaries						
200 Benefits						
300/400/500 Purchased Services						
600 Supplies						
700 Property						
800 Other						
<b>420 Total Speakers of Other Lang</b>		0	0	0	0	0

Budget Fiscal Year 2012-2013

Nevada Connections Academy

3/9/2012

Form 4 Expenditures

PROGRAM FUNCTION OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(4) BUDGET YEAR ENDING 01/00/00		(5) AMENDED FINAL APPROVED
			(3) TENTATIVE APPROVED	FINAL APPROVED	
<b>440 Summer School for Other Inst Prog</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>440 Total English - Summer School for Other In</b>	0	0	0	0	0
<b>490 Other Instructional Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>490 Total Other Instructional Programs</b>	0	0	0	0	0

Nevada Connections Academy \_\_\_\_\_

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(3) BUDGET YEAR ENDING 06/30/13		(5) AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
<b>800 Community Services Programs</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other		0	0	0	0
<b>800 Total Community Services Programs</b>		0	0	0	0
<b>900 Co-curricular &amp; Extra-Curricular</b>					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other		0	0	0	0
<b>900 Co-curricular &amp; Extra-Curricular</b>		0	0	0	0

Budget Fiscal Year 2012-2013

Nevada Connections Academy

3/9/2012

Form 4 Expenditures

PROGRAM FUNCTION OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(3) BUDGET YEAR ENDING 06/30/13		(5) AMENDED FINAL APPROVED
			(4) TENTATIVE APPROVED	(4) FINAL APPROVED	
<b>000 UNDISTRIBUTED EXPENDITURES</b>					
<b>2100 Support Services-Students</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other			0	0	0
<b>2100 SUBTOTAL</b>		0	0	0	0
<b>2200 Support Services-Instruction</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other		0	0	0	0
<b>2200 SUBTOTAL</b>		0	0	0	0
<b>2300 Support Services-Gen Admin</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other		0	0	0	0
<b>2300 SUBTOTAL</b>		0	0	0	0
<b>2400 Support Serv-School Admin</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other		0	0	0	0
<b>2400 SUBTOTAL</b>		0	0	0	0
<b>2500 Central Services</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other		0	0	0	0
<b>2500 SUBTOTAL</b>		0	0	0	0

Budget Fiscal Year 2012-2013

Nevada Connections Academy

3/9/2012

Form 4 Expenditures

PROGRAM FUNCTION OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(4) BUDGET YEAR ENDING 06/30/13		(5) AMENDED FINAL APPROVED
			(3) TENTATIVE APPROVED	FINAL APPROVED	
<b>2600 Operating/Maintenance Plant Service</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other	0	0	0	0	0
<b>2600 SUBTOTAL</b>					
<b>2700 Student Transportation</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other	0	0	0	0	0
<b>2700 SUBTOTAL</b>					
<b>2900 Other Support (All Objects)</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other	0	0	0	0	0
<b>2900 SUBTOTAL</b>	0	0	0	0	0
<b>2000s TOTAL SUPPORT SERVICES</b>	0	0	0	0	0
<b>3100 Food Service</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other	0	0	0	0	0
<b>3100 TOTAL FOOD SERVICES</b>	0	0	0	0	0

Budget Fiscal Year 2012-2013

Nevada Connections Academy

3/9/2012

Form 4 Expenditures

PROGRAM FUNCTION OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(3) BUDGET YEAR ENDING 06/30/13		(5)
			(4) TENTATIVE APPROVED	(4) FINAL APPROVED	AMENDED FINAL APPROVED
<b>4100 Land Acquisition</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4100 SUBTOTAL</b>	0	0	0	0	0
<b>4200 Land Improvement</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4200 SUBTOTAL</b>	0	0	0	0	0
<b>4300 Architecture/Engineering</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4300 SUBTOTAL</b>	0	0	0	0	0
<b>4400 Educational Specifications Dev</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4400 SUBTOTAL</b>	0	0	0	0	0
<b>4500 Building Improvement</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4500 SUBTOTAL</b>	0	0	0	0	0
<b>4600 Site Improvement</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
<b>4600 SUBTOTAL</b>	0	0	0	0	0

Nevada Connections Academy \_\_\_\_\_

Budget Fiscal Year 2012-2013

Form 4 Expenditures

3/9/2012

PROGRAM FUNCTION OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/11	(2) ESTIMATED CURRENT YEAR ENDING 06/30/12	(3) BUDGET YEAR ENDING 06/30/13		
			(4) TENTATIVE APPROVED	(4) FINAL APPROVED	(5) FINAL APPROVED
<b>4700 Building Improvement</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other			0	0	0
<b>4700 SUBTOTAL</b>	0	0	0	0	0
<b>4900 Other (All Objects)</b>					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other			0	0	0
<b>4900 SUBTOTAL</b>	0	0	0	0	0
<b>4000s TOTAL FACILITIES ACQUISITION AND</b>	0	0	0	0	0
<b>5000 Debt Service</b>				0	0
<b>000 EXPENDITURES</b>	0	0	0	13,066,789	0
<b>TOTAL ALL EXPENDITURES</b>	<b>10,555,657</b>	<b>11,217,476</b>	<b>13,056,669</b>	<b>13,066,789</b>	<b>0</b>
6300 Contingency (not to exceed 3% of Total Expenditures)	XXXXXXXXXXXX	XXXXXXXXXXXX			
<b>8000 ENDING FUND BALANCE</b>					
Reserved Ending Balance					
Unreserved Ending Balance			0	0	0
<b>TOTAL ENDING FUND BALANCE</b>	0	0	0	0	0
<b>TOTAL APPLICATIONS</b>	<b>10,555,657</b>	<b>11,217,476</b>	<b>13,056,669</b>	<b>13,066,789</b>	<b>0</b>

<b>CHECKS:</b>	Contingency cannot exceed:	XXXXXXXX	336,524	391,700	392,004	0
	Calculated Total Ending Fund Balance:	667,201	745,349	903,410	901,181	0

Budget Fiscal Year 2012-2013

Nevada Connections Academy

3/9/2012

Form 4 Expenditures

<b>TENTATIVE BUDGET 2012-2013</b>		Obj 100	Obj 200	Obj 300-900	
		(2)	(3)	(4)	(5)
(1)		SALARIES AND WAGES	EMPLOYEE BENEFITS	SERVICES SUPPLIES AND OTHER	SUB-TOTAL REQUIREMENTS
<b>PROGRAM OR FUNCTION</b>					
<b>PROGRAM EXPENDITURES</b>					
100	Regular	2,599,452	1,213,717	8,213,177	12,026,345
200	Special	321,988	139,279	569,058	1,030,324
300	Vocational	0	0	0	0
400	Other PK-12	0	0	0	0
500	Nonpublic School				0
600	Adult Education				0
800	Community Services	0	0	0	0
900	Co-Curricular/Extra Curricular	0	0	0	0
<b>PROGRAM TOTALS</b>		<b>2,921,439</b>	<b>1,352,995</b>	<b>8,782,235</b>	<b>13,056,669</b>
000	Undistributed Expenditures				
2000	Support Services	0	0	0	0
3100	Food Service	0	0	0	0
4000	Facility Acquisition and Construction			0	0
5000	Debt Service			0	0
6300	Contingency				0
8000	Ending Balance				0
<b>UNDISTRIBUTED TOTALS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ALL FUNDS TENTATIVE</b>		<b>2,921,439</b>	<b>1,352,995</b>	<b>8,782,235</b>	<b>13,056,669</b>
<b>FINAL BUDGET 2012-2013</b>		Obj 100	Obj 200	Obj 300-900	
		(2)	(3)	(4)	(5)
(1)		SALARIES AND WAGES	EMPLOYEE BENEFITS	SERVICES SUPPLIES AND OTHER	SUB-TOTAL REQUIREMENTS
<b>PROGRAM OR FUNCTION</b>					
<b>PROGRAM EXPENDITURES</b>					
100	Regular	2,580,009	1,203,153	8,258,508	12,041,669
200	Special	319,148	137,844	568,128	1,025,120
300	Vocational	0	0	0	0
400	Other PK-12	0	0	0	0
500	Nonpublic School	0	0	0	0
600	Adult Education	0	0	0	0
800	Community Services	0	0	0	0
900	Co-Curricular/Extra Curricular	0	0	0	0
<b>PROGRAM TOTALS</b>		<b>2,899,157</b>	<b>1,340,997</b>	<b>8,826,636</b>	<b>13,066,789</b>
000	Undistributed Expenditures				
2000	Support Services	0	0	0	0
3100	Food Service	0	0	0	0
4000	Facility Acquisition and Construction			0	0
5000	Debt Service			0	0
6300	Contingency				0
8000	Ending Balance				0
<b>UNDISTRIBUTED TOTALS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ALL FUNDS FINAL BUDGET</b>		<b>2,899,157</b>	<b>1,340,997</b>	<b>8,826,636</b>	<b>13,066,789</b>

<b>FINAL BUDGET - AMENDED</b>	Obj 100	Obj 200	Obj 300-900	(5) SUB-TOTAL REQUIRE- MENTS
(1) PROGRAM OR FUNCTION	(2) SALARIES AND WAGES	(3) EMPLOYEE BENEFITS	(4) SERVICES SUPPLIES AND OTHER	
<b>PROGRAM EXPENDITURES</b>				0
100 Regular	0	0	0	0
200 Special	0	0	0	0
300 Vocational	0	0	0	0
400 Other PK-12	0	0	0	0
500 Nonpublic School	0	0	0	0
600 Adult Education	0	0	0	0
800 Community Services	0	0	0	0
900 Co-Curricular/Extra Curricular	0	0	0	0
<b>PROGRAM TOTALS</b>				
000 Undistributed Expenditures	0	0	0	0
2000 Support Services	0	0	0	0
3100 Food Service				
4000 Facility Acquisition and Construction			0	0
5000 Debt Service			0	0
6300 Contingency				0
8000 Ending Balance	0	0	0	0
<b>UNDISTRIBUTED TOTALS</b>				
<b>TOTAL ALL FUNDS FINAL BUDGET</b>	0	0	0	0

Nevada Connections Academy

Budget Fiscal Year 2012-2013

Form 5 Exp Summary

Page 2 of 2

3/9/2012

## PROPRIETARY OR ENTERPRISE FUND

Nevada Connections Academy

Fund:  REVENUE	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/13	
	ACTUAL PRIOR YEAR ENDING 06/30/11	ESTIMATED CURRENT YEAR ENDING 06/30/12	TENTATIVE APPROVED	FINAL APPROVED
<b>1000 LOCAL SOURCES</b>				
1300 Tuition				
1400 Transportation Fees				
1500 Investment Income				
1600 Food Services				
1700 Direct Activities				
1800 Community Service Activities				
1900 Other Revenues				
<b>TOTAL LOCAL SOURCES</b>	0	0	0	0
<b>3000 REVENUE FROM STATE SOURCES</b>				
3100 Unrestricted Grants-in-Aid				
3200 State Govt Restricted Funding				
<b>TOTAL STATE SOURCES</b>	0	0	0	0
<b>4000 FEDERAL SOURCES</b>				
4100 Unrestricted Grants-in-Aid DIRECT from Fed Govt				
4200 Unrestricted Grants-in-Aid from Fed Govt pass thru the State				
4300 Restricted Grants-in-Aid Direct - Fed				
4500 Restricted Grants-in-Aid Fed Govnt pass- thru the State				
4700 Grants-in-Aid from Fed Govt Thru Other Intermediate Agencies				
<b>TOTAL FEDERAL SOURCES</b>	0	0	0	0
<b>5000 OTHER FINANCING SOURCES</b>				
5200 Fund Transfers In				
5300 Proceeds from the Disposal of Real or Personal Property				
5400 Loan Proceeds				
5500 Capital Lease Proceeds				
5600 Other Long-Term Debt Proceeds				
<b>6000 Other Items</b>				
<b>TOTAL OTHER SOURCES</b>	0	0	0	0
<b>8000 OPENING FUND BALANCE</b>				
Reserved Opening Balance				
Unreserved Opening Balance				
<b>TOTAL OPENING FUND BALANCE</b>	0	0	0	0
<b>TOTAL ALL RESOURCES</b>	0	0	0	0

Form 6 Proprietary/Enterprise FUNCTION / OBJECT	(1) ACTUAL PRIOR YEAR ENDING 06/30/08	(2) ESTIMATED CURRENT YEAR ENDING 06/30/09	(3) (4) BUDGET YEAR ENDING 06/30/10	
			TENTATIVE APPROVED	FINAL APPROVED
<b>EXPENSES</b>				
1000 Instruction				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other		0	0	0
<b>SUBTOTAL INSTRUCTION EXPENSES:</b>		0	0	0
2000 Support Services				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other		0	0	0
<b>SUBTOTAL SUPPORT EXPENSES:</b>		0	0	0
3100 Food Service				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other		0	0	0
<b>SUBTOTAL FOOD SERVICE EXPENSES:</b>		0	0	0
4000 Facilities Acquisition & Construction				
100 Salaries				
200 Benefits				
300/400/500 Purchased Services				
600 Supplies				
700 Property				
800 Other		0	0	0
<b>SUBTOTAL FOOD SERVICE EXPENSES:</b>		0	0	0
5000 Debt Service				
6000 Miscellaneous		0	0	0
<b>SUBTOTAL OTHER SERVICES</b>		0	0	0
<b>TOTAL EXPENSES</b>				
8000 ENDING FUND BALANCE				
Reserved Ending Balance				
Unreserved Ending Balance		0	0	0
<b>TOTAL ENDING FUND BALANCE</b>		0	0	0
<b>TOTAL APPLICATIONS</b>		0	0	0

Budget Fiscal Year 2012-2013



2012-2013

**REPORT FOR ALL FUNDS**

	FROM DISTRICTS WITHIN NEVADA		FROM DISTRICTS OUTSIDE NEVADA	
	(1) TUITION	(2) TRANSPORTATION	(3) TUITION	(4) TRANSPORTATION
<b>REVENUES</b>	Revenue CODES	1410 NV Individual 1421 NV School Dist	1310 Out-of-state Ind 1331 Out-of-state SD	1410 Out-of-state Ind 1431 Out-of-state SD
Nevada Individuals	1310/1410			
Nevada School Districts	1321/1421			
Out-of-state Individuals	1310/1410			
Out-of-State School Districts	1331/1431	\$0	\$0	\$0

	TO DISTRICTS WITHIN NEVADA		TO DISTRICTS OUTSIDE NEVADA	
	Object Codes	561	511	562
<b>EXPENDITURES</b>				512
100 - Regular Programs				
200 - Special Programs				
300 - Vocational Programs				
400 - Other PK-12 Programs				
500 - Nonpublic Programs				
600 - Adult Programs				
<b>TOTALS</b>		\$0	\$0	\$0

Budget Fiscal Year 2012-2013



**LOBBY EXPENSES 2012-2013**

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Pursuant to NRS 354.600 (3), **each** (emphasis added) local government budget must obtain a separate statement of anticipated expenses relating to activities designed to influence the passage or defeat of legislation in an upcoming legislative session.

- 1. Activity: None \_\_\_\_\_
  
- 2. Funding Source: \_\_\_\_\_
  
- 3. Transportation \$ \_\_\_\_\_
  
- 4. Lodging and meals \$ \_\_\_\_\_
  
- 5. Salaries and Wages \$ \_\_\_\_\_
  
- 6. Compensation to lobbyists \$ \_\_\_\_\_
  
- 7. Entertainment \$ \_\_\_\_\_
  
- 8. Supplies, equipment & facilities; other personnel and  
services spent in Carson City \$ \_\_\_\_\_
  
- Total** **\$ \_\_\_\_\_**

Entity: \_\_\_\_\_

Lobbying Expense Estimate,

Nevada Connections Academy

Budget Fiscal Year 2012-2013



# LIONEL SAWYER & COLLINS

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BRIAN H. SCHUSTERMAN  
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JAMES B. GIBSON  
JING ZHAO  
JOHN D. TENNERT  
MARLA J. DAVEE  
STEVEN C. ANDERSON  
RYAN A. ANDERSEN  
KATHERINE L. HOFFMAN

SAMUEL S. LIONEL  
GRANT SAWYER  
(1918-1996)

JON R. COLLINS  
(1923-1987)

RICHARD H. BRYAN  
JEFFREY P. ZUCKER  
PAUL R. HEJMANOWSKI  
ROBERT D. FAISS  
DAVID N. FREDERICK  
RODNEY M. JEAN  
TODD TOUTON  
LYNDA S. MABRY  
MARK H. GOLDSTEIN  
KIRBY J. SMITH  
COLLEEN A. DOLAN  
JENNIFER A. SMITH  
DAN R. REASER  
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JOHN E. DAWSON  
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CHARLES H. McCREA JR.  
GREGORY E. SMITH  
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LESLIE BRYAN HART  
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MAXIMILIANO D. COUVILLIER III  
ERIN FLYNN  
JENNIFER ROBERTS  
MARK A. CLAYTON  
MATTHEW R. POLICASTRO  
CHRISTOPHER MATHEWS

January 24, 2012

**OF COUNSEL**

A. WILLIAM MAUPIN  
RICHARD J. MORGAN\*  
ELLEN WHITTEMORE  
CHRISTOPHER MATHEWS

\*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER  
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*Amend  
Annual Goals each year*

Steve Canavero, Ph.D.  
Nevada Department of Education  
Director, Charter School Authority  
1749 N. Stewart Street, Suite 40  
Carson City, NV 89706-2543

**RE: NEVADA CONNECTIONS ACADEMY**

Dear Steve:

Pursuant to NRS 386.527 and NAC 386.325, NCA hereby requests approval of an amendment to its written charter to align the goals in the charter with those school annual goals approved by the governing board each school year. As required under NRS 386.520(b), NCA's charter includes a written description of the mission and goals of the school as identified in the original charter application as approved. In accordance with NRS 386.520(b), the charter identified at least one (and, in fact, three) of the statutorily identified goals. See Final Charter Application for NCA Revised 10/25/06 at 95-97 (identifying three of the statutorily identified goals): (i) improving the opportunities for pupils to learn; (ii) encouraging the use of effective methods of teaching; and, (iii) providing an accurate measurement of the educational achievement of pupils.

While NCA still strives to and does accomplish all three of these previously identified goals, with the school's growth and development since opening, the governing board has identified other measurable and more specific annual goals on which it receives reports from the school administration. The school annual goals are developed each year after school stakeholders review outcomes. Accordingly, to facilitate more efficient reporting, NCA seeks to

**LIONEL SAWYER & COLLINS**  
ATTORNEYS AT LAW

Steve Canavero, Ph.D.  
January 24, 2012  
Page 2

amend its charter to align the mission and goals of the school with the annual goals approved by the NCA Governing Board each year which will include the statutorily required goal(s).

This year's annual school goals were approved at its October 18, 2011 meeting. Attached hereto for your information and records is a copy of the minutes from that meeting reflecting the board's approval of the school's goals for 2011-2012. Also attached is a copy of the minutes from the January 17, 2012 NCA board meeting at which the board approved seeking this charter amendment.

NCA looks forward to continuing to provide highly effective methods of teaching students through Personalized Performance Learning. The Governing Board and the entire NCA team strive to provide excellence in the educational opportunity for each of our NCA students.

NCA's requested amendment would revise Section 5.7 and 5.7 (a) of the written charter to provide the following:

The NCA Governing Board will approve annual school goals tied to the academic achievement of students and other data-driven measures aligned to the school's mission. These annual school goals will align with the statutory goals below:

- i) improving the opportunities for pupils to learn;
- ii) encouraging the use of effective methods of teaching; and
- iii) providing an accurate measurement of the educational achievement of pupils.

An example of the annual school goals for the 2011-2012 school year approved by the NCA Governing Board include:

**STUDENT ACADEMIC GOALS**

- **Student Academic Goal 1 - Student Progress:** Nevada Connections Academy will demonstrate Adequate Yearly Progress (AYP) in K-8 and 9-12 as indicated on the 2011-2012 School Accountability Summary Report.

**Measurement:** percentage of students tested (participation), percentage of students who score at or above the proficient level on annual statewide tests (academic achievement), and another academic indicator (other indicator): school attendance or graduation rate. Attendance is recorded electronically with appropriate controls in the LMS and verified as accurate and legitimate by teacher professional judgment based on actual student work products.

**LIONEL SAWYER & COLLINS**

ATTORNEYS AT LAW

Steve Canavero, Ph.D.

January 24, 2012

Page 3

**Timeframe:** AYP is determined and reported annually. Attendance rate is reported each month to the Governing Body.

- **Student Academic Goal 2 – Student Academic Achievement Scores:** Nevada Connections Academy students will meet or exceed the Annual Measurable Objectives (AMO) on CRTs and HSPEs. CRT Targets: grades 3-8 Reading and Math, grades 5 and 8 Reading, Writing, Science and Math. HSPE Targets: Math, Reading and Science in grades 10 and 11 and also Writing in grade 11.

**Measurement:** CRTs and HSPEs.

**Timeframe:** Annually.

- **School Non-Academic Goal – Family Satisfaction:** Nevada Connections Academy will increase overall family satisfaction each school year. NCA families will rate their school highly and be satisfied with their children's school experience.

**Measurement:** Parent satisfaction surveys (conducted by a third party) and Monthly School Reports.

**Timeframe:** Parent Satisfaction Survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**5.7(a) A written description of the mission and goals for the charter school. In addition to the other goals identified, the applicant must choose at least one of the following six goals.**

See Mission, above. The school-specific academic goals identified above directly address the school's stated purposes that include the goal of providing an accurate measurement of the educational achievement of students. The NCA Education Management System and assessment protocols described above provide for accurate, ongoing measurement of student achievement. In addition to the school-specific goals Nevada Connections Academy will have an annual school goal that directly addresses the stated purpose in improving the opportunities for pupils to learn (and indirectly addresses the other goals identified in NRS 386.520(2)(b). For example, the 2011-2012 annual school goal approved by the NCA school board for this area is:

**1. Improving the opportunities for pupils to learn;**

**(a) Goal:** Every enrolled high school student (grades 9-12), present since the first day of Semester II, will have a post-secondary plan (enrollment, employment or enlistment) in place by no later than May 15th of the school year.

**LIONEL SAWYER & COLLINS**  
ATTORNEYS AT LAW

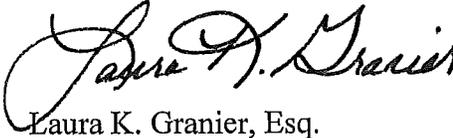
Steve Canavero, Ph.D.  
January 24, 2012  
Page 4

**(b) Measurement:** Every enrolled high school student will have a completed Personal Learning Plan by May 15th of the school year.

**(c) Timeframe:** Ongoing, reported annually to all stakeholders – the Governing Body, the sponsor, parents and students.

Of course, I am available to address any questions you may have regarding the proposed amendment and/or provide you any additional information you may need. Thank you very much for your assistance.

Very truly yours,



Laura K. Granier, Esq.

LKG:jes

Enclosures: Minutes, 10/18/2011 Meeting  
Minutes, 1/17/2012 Meeting

cc: Jennifer Dukek, Principal, NCA  
Jamie Castle, President NCA Governing Board

charter school, employees of the charter school, and pupils enrolled in the charter school. In addition, the Governing Body would, in the event of a closure, create a current and projected payroll and payroll benefits commitment, listing each employee, each employment position and the amount of money required to satisfy existing contracts. The Governing Body also would submit to the State Board of Education, a report of the income tax documentation for the employees of the Academy and, ensure that the Academy's outstanding obligations are settled after closure of the school, including, without limitation, unemployment compensation, employee benefits, resolution of the lease agreement for the charter school, if applicable and, final balances for utilities and other costs.

If a closure should occur, any capital assets or excess funds remaining after all financial obligations have been satisfied would be distributed per IRS and Nevada Department of Education guidelines. Any remaining restricted assets, such as grant money and money contained in restricted categorical funds would be returned to their source. All money received by the Academy from the State that is unencumbered would be returned to the Department to be placed in an escrow account for the purpose of satisfying any outstanding obligations of the Academy. If the school had insufficient funds to pay all creditors, its Connections Academy EMO partner would be treated as an unsecured creditor and would likely be the party who would not be fully paid. Any funds provided to the school by the State for services that will not be rendered would be promptly returned to the State, following the procedures outlined by the State.

Not later than six months after closure of the school, the Governing Body would provide to the Department and the State Board, the results of an independent audit, including, without limitation, the net assets and net liabilities of the Academy. In addition, the Governing Body would provide the annual report of budget required by NRS 386.600.

#### **5.7 *Mission, Goals, Measurement of Accomplishment of Goals, and Timeline for Accomplishment of Goals***

The following mission, goals, measurements, and timelines will be discussed with the proposed sponsor and modified as needed to be mutually agreeable to the applicant and the proposed sponsor.

**Mission:** Nevada Connections Academy is an innovative K-12 distance learning public charter school whose mission is to maximize academic achievement for students throughout Nevada County who need an alternative to the traditional classroom. Working from home (or occasionally, at the parent's discretion, at a supervised community location such as a library) under the guidance of Nevada certified teachers with whom they interact via technology following a Personalized Learning Plan, Nevada Connections Academy students will engage in a rigorous, Nevada standards-aligned curriculum that is rich in print, enhanced by technology, and tailored to their individual learning needs.

**Goals:** To ensure fulfillment of its mission, Nevada Connections Academy has set the following Student Academic Goals (Tier 1) and School Non-Academic Goals (Tier 2)goals:

**STUDENT ACADEMIC GOALS (TIER 1)**

- **School-Student Academic Goal 1-Student Progress:** Nevada Connections Academy students will demonstrate ongoing progress during each quarter of the school year as measured by three intertwined metrics – attendance, participation, and performance:
  - Attendance (as logged by the Learning Coach and verified by the teacher): Students will average a **90%** attendance rate over the course of the school year. Attendance is recorded electronically with appropriate controls in the LMS and verified as accurate and legitimate by teacher professional judgment based on actual student work products. The attendance rate is reported each month to the Governing Body.
  - Participation (completion of lessons, assessments and portfolio items in timely manner and at an appropriate pace for a particular student): Students will average an **80%** participation rate over the course of the school year. The participation rate is reported each month to the Governing Body.
  - Performance (mastery of concepts across all core academic subjects, measured on internal assessments, including quizzes, tests and portfolios): Students will average a **75%** performance rate over the course of the school year. The performance rate is reported each month to the Governing Body.

~~*Attendance* (as logged by the Learning Coach and verified by the teacher): 90% of students will be in Satisfactory status each quarter, as defined by an LMS data benchmark approved by the Governing Body.~~

~~*Participation* (completion of lessons, submission of portfolio items in timely manner, communication with teacher, other variables): 80% of students will be in Satisfactory status each quarter, as defined by an LMS data benchmark approved by the Governing Body.~~

~~*Performance* (mastery of concepts across all core academic subjects, measured on internal assessments, including quizzes, tests and portfolios): 75% of students will be in Satisfactory status each quarter, as defined by an LMS data benchmark approved by the Governing Body.~~

***Measurement:*** Data tracked in real-time for each student through LMS.

***Timeframe:*** Reported monthly to Governing Body, rolled up quarterly annually for measurement of this goal.

- **School-Student Academic Goal 2–Yearly Growth:** At least 75% of Nevada Connections Academy students will demonstrate satisfactory academic growth within each year in the school.

**Measurement:** Longitudinal Evaluation of Academic Progress (LEAP) pre- and post-testing. A student will be deemed as having demonstrated “satisfactory academic growth” if she or he gains 10 percentage points from pre-test to post-test OR has a post-test score of at least 75%.

**Timeframe:** Administered at the beginning and end of each school year; results analyzed and reported annually.

- **School—Student Academic Goal 3–Achievement Scores:** Nevada Connections Academy students will perform equal to or better than comparable Nevada public schools on the Nevada Proficiency Examination Program; The school intends to meet Adequate Yearly Progress (“AYP”) as defined by the Nevada Department of Education beginning in Year 1; by Year 5, the school will aim to exceed statewide averages on these tests ~~required tests. The school will meet Adequate Yearly Progress (“AYP”) beginning in Year 2.~~

**Measurement:** Nevada Proficiency Examination Program and No Child Left Behind.

**Timeframe:** Assessments administered as defined in section 2.7(a), above; results analyzed and reported annually. Nevada Connections Academy intends to meet AYP beginning in Year 1 ~~meet statewide averages in Year 2,~~ and exceed statewide averages by Year 5, ~~and, meet AYP beginning in Year 2.~~

## **SCHOOL NON-ACADEMIC GOALS (TIER 2)**

- **School Non-Academic Goal 41–High-Quality Teaching:** Nevada Connections Academy will provide its students with excellent, highly qualified teaching focused on the needs of each learner.

**Measurement:** 100% of the teachers will be Highly Qualified as defined under No Child Left Behind as documented by data in the LMS; at least 90% of parents each year will express satisfaction with their children’s teacher on the annual Parent Satisfaction survey (conducted by a third party with publicly reported results).

**Timeframe:** LMS data regarding teacher qualifications is maintained continuously and reported monthly to the Governing Body; Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

- **School Non-Academic Goal 52–School Community:** Nevada Connections Academy will create a measurable sense of community within the virtual school environment.

**Measurement:** By the end of Year 1, the school will have Community Coordinators in place and families will have the opportunity to participate in at least one (1) field trip per month during each school year; in the annual Parent Satisfaction survey (conducted by a third party with publicly reported results), respondents will rate school events at least a 3.0 on a 4 point scale.

**Timeframe:** Data regarding Community Coordinators and field trips is reported monthly to the Governing Body; Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

- **School Non-Academic Goal 63–Family Satisfaction:** Nevada Connections Academy families will rate their school highly and be satisfied with their children’s school experience. Nevada Connections Academy.

**Measurement:** Parent satisfaction will measure at least 3.0 in overall program satisfaction on a 4 point scale in an annual Parent Satisfaction survey (conducted by a third party with publicly reported results).

**Timeframe:** Parent Satisfaction survey results reported annually to all stakeholders (the Governing Body, the sponsor, parents and students) near the end of the school year.

**5.7(a) *A written description of the mission and goals for the charter school. (NRS 386.520(2)(b)). In addition to the other goals identified, the applicant must choose at list one of the following six goals.***

See Mission, above. In addition to the six school-specific goals identified above in 5.7 with measurement metrics and timeframes, Nevada Connections Academy ~~aspires to achieve~~ directly addresses the following goals 1, 2 and 3 as defined in the Nevada charter school law. (In addition, the school indirectly addresses goals 4-6.)

**1. *Improving the opportunities for pupils to learn;***

**(a) Goal:** Nevada Connections Academy will provide a unique learning opportunity for students throughout the state whose learning needs, for a variety of reasons, cannot be effectively met in the traditional, brick-and-mortar classroom.

**(b) Measurement:** Student enrollment data indicating broad range of demographics, learning needs and geographic locations, including at least 25% low-income students; 10% students with special learning needs

(including giftedness); 10% minority students; and 20% students from rural areas.

**(c) *Timeframe:*** Ongoing, reported monthly to Governing Body.

**2. *Encouraging the use of effective methods of teaching;***

**(a) *Goal:*** The Nevada Connections Academy instructional model, known as Personalized Performance Learning, provides effective methods of teaching students with unique learning needs (such as students with certain disabilities, elite athletes, the homebound, the bullied, and others in seek of an alternative) in a distance learning environment. See Section 2.6(a) for discussion of teaching methods.

**(b) *Measurement:*** Data gathered in LMS regarding application of teaching methods (teacher-student contacts, student progress metrics, use of technology tools) together with achievement results discussed ~~School~~ Student Academic Goals 1-3 under 5.7, above.

**(c) *Timeframe:*** Collected continuously, reported monthly to Governing Body, with annual report to all stakeholders – the Governing Body, the sponsor, parents and students.

**3. *Providing an accurate measurement of the educational achievement of pupils;***

**(a) *Goal:*** The Nevada Connections Academy Learning Management System (LMS) and assessment protocols – described in depth in Section 2.6(a) and 2.7(a) – will provide for accurate, ongoing measurement of student achievement.

**(b) *Measurement:*** See ~~School~~ Student Academic Goals 1-3 with Measurement metrics under 5.7, above.

**(c) *Timeframe:*** See ~~School~~ Student Academic Goals 1-3 with Timeframes under 5.7, above.

~~**4. *Establishing accountability of public schools;***~~

~~**(a) *Goal:*** Nevada Connections Academy will be a fully accountable public school, with multiple data streams updated continuously and reported to stakeholders – the Governing Body, the sponsor, and the parents and students – as noted in School Goals under 5.7, above.~~

~~**(b) *Measurement:*** See School Goals 1-3 with Measurement metrics under 5.7, above.~~

~~**(c) *Timeframe:*** See School Goals 1-3 with Timeframes under 5.7, above.~~

~~**5. *Providing a method for public schools to measure achievement based***~~

~~*upon the performance of the schools; or*~~

~~*(a) Goal:* The methods used by Nevada Connections Academy to capture, analyze, and report student achievement data could provide one model for achievement of this goal. If Nevada Connections Academy successfully achieves its School Goals as defined under 5.7, above, it will work closely with its sponsor and the Nevada Department of Education to inform other Nevada public schools about its methods.~~

~~*(b) Measurement:* See School Goals 1-3 with Measurement metrics under 5.7, above.~~

~~*(c) Timeframe:* See School Goals 1-3 with Timeframes under 5.7, above.~~

~~**6. *Creating new professional opportunities for teachers.***~~

~~*(a) Goal:* Nevada Connections Academy will provide new professional opportunities for Nevada teachers who seek a distance learning teaching environment focused on the individual learning needs of students with extensive parent/family involvement and a high degree of accountability.~~

~~*(b) Measurement:* Recruitment and retention of highly qualified Nevada public school teachers, measured as described in School Goal 4 under 5.7, above.~~

~~*(c) Timeframe:* See Timeframe for School Goal 4 under 5.7, above.~~

**5.7(b) *A description of how progress towards the mission and goals of the charter school as described in 5.7(a), above, will be measured.***

See 5.7 and 5.7(a), above.

**5.7(c) *The time by which certain academic and educational results will be achieved. (NRS 386.520(2)(n)).***

See 5.7 and 5.7(a), above.

**5.8 *A written description of how the charter school will carry out the provisions of NRS 386.500 to 386.610, inclusive (NRS 386.520 (2)(a)).***

Nevada Connections Academy will carry out all provisions of NRS 386.500 to 386.610, inclusive, which are applicable to it as a charter applicant. In addition to specific compliance with each of the statutory provisions under Nevada law (as set forth in detail below), Nevada Connections Academy will draw upon proven experience of Connections Academy, LLC as its contractor which has experience in seven other successful distance learning charter schools around the country. In addition, staff and members of the Governing Body for Nevada Connections Academy will attend conferences and technical assistance meetings, avoid conflicts of interest, maintain accountability and transparency in all operations and cooperate with the school's sponsor and the Department. Nevada Connections Academy places students' interests and academic achievement as the top priority

## Nevada Connections Academy 2011-2012 School Improvement Plan

**GOAL #1. Academic Achievement: NCA will demonstrate Adequate Yearly Progress in K-8 and 9-12 as indicated on the 2011-2012 School Accountability Summary Report.**

<u>Performance Indicator/Target</u>	<u>Strategies</u>	<u>Responsibility</u>	<u>Resources</u>	<u>Timeline</u>
<p>All Subgroups for Participation and Performance in Math and ELA, at K-8 and 9-12; attendance at K-8 and 9-12; graduation rate</p> <p>There are a total of 82 targets and the following ten (10) subgroups:</p> <ol style="list-style-type: none"> <li>1. Am. Indian/Alaskan</li> <li>2. Asian</li> <li>3. Hispanic/Latino</li> <li>4. Black/African American</li> <li>5. White/Caucasian</li> <li>6. Two or more races</li> <li>7. Pacific Islander</li> <li>8. IEP</li> <li>9. LEP</li> <li>10. FRL</li> </ol>	<ul style="list-style-type: none"> <li>· Increase implementation of interventions w/ support of PLC's</li> <li>· Identify/focus on content area strands with low performance rates</li> <li>· Targeted interventions for students "approaching standards"</li> <li>· Provide opportunities for pre-test practice</li> <li>· Ensure Live Lessons are content-based and skills-focused</li> <li>· Offer incentives for attendance at Live Lessons</li> <li>· Provide students with 'good' and 'poor' writing samples in all subject areas</li> <li>· Provide Learning Coaches with lessons on helping students prepare for testing</li> <li>· Require teachers to participate in professional development focused on implementing interventions and improving classroom instruction</li> <li>· Place students at risk on a Contract for Success</li> </ul>	<p>All licensed school personnel</p>	<ul style="list-style-type: none"> <li>• Meeting time for Professional Learning Communities to collaborate</li> <li>• Administration will provide monthly, on-going professional development related to interventions/instructional strategies</li> <li>• Monetary resources for teacher travel to all areas of Nevada where students reside, to provide in-person pre-test practice/mock testing, test preparation</li> <li>• Language Art department staff will provide writing samples</li> <li>• Resource Reps will provide parents (LC) lessons on helping their student be successful</li> <li>• Continuous monitoring by homeroom teacher/advisor</li> </ul>	<p>On-going throughout the school year</p>

**GOAL #2. Academic Achievement: NCA students will meet or exceed the Annual Measurable Objectives (AMO) on Criterion Referenced Tests (CRT's) and High School Proficiency Exams (HSPE's).**

Performance Indicator/Target	Strategies	Responsibility	Resources	Timeline
<p><b>Annual Measurable Objectives (AMO)</b></p> <p><u>English/Language Arts:</u></p> <p>K-8 = 75.9%</p> <p>9-12 = 91.8%</p> <p><u>Mathematics:</u></p> <p>K-8 = 77.2%</p> <p>9-12 = 80.8%</p>	<ul style="list-style-type: none"> <li>. Increase implementation of interventions w/ support of PLC's</li> <li>. Identify/focus on content area strands with low performance rates</li> <li>. Targeted interventions for students "approaching standards"</li> <li>. Provide opportunities for pre-test practice</li> <li>. Ensure Live Lessons are content-based and skills-focused</li> <li>. Offer incentives for attendance at Live Lessons</li> <li>. Provide students with 'good' and 'poor' writing samples in all subject areas</li> <li>. Provide Learning Coaches with lessons on helping students prepare for testing</li> <li>. Require teachers to participate in professional development focused on implementing interventions and improving classroom instruction</li> <li>. Place students at risk on a Contract for Success</li> </ul>	<p>All licensed school personnel</p>	<ul style="list-style-type: none"> <li>• Meeting time for Professional Learning Communities to collaborate</li> <li>• Administration will provide monthly, on-going professional development related to interventions/instructional strategies</li> <li>• Monetary resources for teacher travel to all areas of Nevada where students reside, to provide in-person pre-test practice/mock testing, test preparation</li> <li>• Language Art department staff will provide writing samples</li> <li>• Resource Reps will provide parents (LC) lessons on helping their student be successful</li> <li>• Continuous monitoring by homeroom teacher/advisor</li> </ul>	<p>On-going throughout the school year</p>

**GOAL #3. College/Career Readiness Planning: Every high school student, enrolled since the first day of Semester II, will have a post-secondary plan {enrollment, employment or enlistment} in place by May 15<sup>th</sup>, 2012.**

Performance Indicator/Target	Strategies	Responsibility	Resources	Timeline
<p>1. 100% of HS students will have all fields in the PLP completed by 5/15/2012.</p> <p>2. 100% of seniors will have PLP field for "12<sup>th</sup> Grade Post High School Plans" completed by 5/12/2012.</p> <p>3. 50% of NCA seniors will apply to a post-secondary institute by 6/15/2012 as indicated on the College Application Status Data View Export for 12<sup>th</sup> Graders. (25% applied in 2011)</p> <p>4. 25% of NCA seniors will have taken the SAT or ACT by 6/2/2012, as indicated on the College Admissions Overview Data View Export for Enrolled Students w/SAT or ACT Scores. (19% tested in 2011)</p>	<ul style="list-style-type: none"> <li>. Offer and encourage all 10<sup>th</sup> &amp; 11<sup>th</sup> grade students to take the PSAT</li> <li>. Implement Homerooms at the high school level</li> <li>. Encourage all 11<sup>th</sup> grade students to participate in the SAT/ACT</li> <li>. Encourage high school Learning Coaches to participate in post-secondary planning</li> <li>. Encourage participation in Live Lessons on FAFSA and the college admission/application process</li> <li>. Increase college visits opportunities</li> </ul>	<ul style="list-style-type: none"> <li>• All homeroom teachers and advisory teachers</li> <li>• Counseling Department</li> </ul>	<ul style="list-style-type: none"> <li>• Monetary support from administration to facilitate college visits</li> <li>• Time allocated for staff participation on college visits and facilitation of FAFSA workshops (LL)</li> </ul>	<ul style="list-style-type: none"> <li>• Targeted deadlines for each performance indicator</li> <li>• Strategies implemented on an on-going basis throughout the school year</li> </ul>

**GOAL #4. School Growth: NCA will increase enrollment for the 2012-2013 school year by 16%.**

<u>Performance Indicator/Target</u>	<u>Strategies</u>	<u>Responsibility</u>	<u>Resources</u>	<u>Timeline</u>
<p>1. NCA will have 1550 students enrolled/approved by 8/31/2012 as shown on the week 22 enrollment report. (Based on 16% growth from 2011 goal)</p> <p>2. 98% of students reported to the NVDOE on count day will be funded. (Increased by 1% from 2010-11)</p> <p>3. NCA will have a Retention Rate of 76% as indicated on the 6/30/2012 Monthly School Report. (Increased by 2% from 2010-11)</p> <p>4. NCA will have 73% of enrolled students with "TRR YES w/docs. Complete" data view for 2012-13 School Year. (Increased by 5% from 2010-11)</p>	<ul style="list-style-type: none"> <li>Increased family/student support = increased retention</li> <li>Increased community outreach (parent support meetings, school information sessions, etc.), especially in rural areas</li> <li>On-going staff development on strategies for providing interventions for struggling students and other supports</li> </ul>	<p>All school personnel working collaboratively in PLC teams</p>	<ul style="list-style-type: none"> <li>Funding and time to facilitate community outreach and face-to-face opportunities with students</li> <li>Staff development for providing student/family support</li> </ul>	<ul style="list-style-type: none"> <li>Targeted deadlines for each performance indicator</li> <li>Strategies implemented on an on-going basis throughout the school year</li> </ul>

**GOAL #5: Family Satisfaction-NCA will increase overall family satisfaction for the 2011-2012 school year.**

<u>Performance Indicator/Target</u>	<u>Strategies</u>	<u>Responsibility</u>	<u>Resources</u>	<u>Timeline</u>
<p>1. NCA will have overall average rating of 87% or higher on the 2011-12 PSS rated for 21 specified questions. (Increased by 2% from 2010-11)</p> <p>2. Every NCA teacher will attend a minimum of 4 face-to-face events throughout the school year (excluding state testing)- (Measured by staff sign-in sheet at every event)</p> <p>3. 95% of NCA students will meet the target contact rate of the 6/30/2011 Monthly School Report. (2011 = 91%, 2010 = 89%, 2009 = 83%)</p>	<ul style="list-style-type: none"> <li>. Identify areas in need of improvement (2% or more below average for all CA schools) from the 21 specific questions in the PSS, and develop strategies through PLC's</li> <li>. Provide more opportunities for teacher/student contact (fieldtrips, social events, etc.)</li> <li>. Improve fieldtrip/student activities to be more academic</li> <li>. Random family calls from Administrators and designated meeting times at locations in various communities (coffee shop, etc.)</li> <li>. Offer school pictures &amp; student I.D. cards</li> </ul>	<ul style="list-style-type: none"> <li>• All school personnel</li> <li>• Teachers – participation on a fieldtrip/out-of-classroom activity quarterly</li> <li>• Administrators</li> </ul>	<ul style="list-style-type: none"> <li>• Student activity funds to support fieldtrips &amp; events</li> <li>• Planning &amp; implementation time for activities</li> </ul>	<ul style="list-style-type: none"> <li>• June 8<sup>th</sup>, 2012</li> <li>• (last day of school year)</li> <li>• Implementation throughout the year</li> <li>• Quarterly face-to-face meetings</li> <li>• Monthly Administrator/parent meetings</li> </ul>

1                   **BEFORE THE STATE PUBLIC CHARTER SCHOOL AUTHORITY**

2                                   **STATE OF NEVADA**

3  
4                                   **VIDEOCONFERENCED PUBLIC HEARING**

5   **VOLUME I**

6   **THURSDAY, MAY 25, 2017**

7   **AGENDA ITEM NO. 1**

8   **PUBLIC COMMENT**

9   **RENO AND LAS VEGAS, NEVADA**

10  
11   **THE BOARD:**

12   JASON GUINASSO, Acting Chair (In Las Vegas)  
13   ADAM JOHNSON, Chair/Member (In Las Vegas)  
14   MELISSA MACKEDON, Vice Chair (In Las Vegas)  
15   PATRICK GAVIN, Executive Director (In Las Vegas)  
16   STAVAN CORBETT, Member (In Las Vegas)  
17   NORA LUNA, Member (Via telephone)  
18   JACOB SNOW, Member (In Las Vegas)  
19   DAVID GARDNER, Member (In Las Vegas)

20  
21   **FOR THE BOARD:**

22   GREG OTT, Deputy Attorney General (In Las Vegas)  
23   ROBERT WHITNEY, Deputy Attorney General (In Las Vegas)  
24   DANNY PELTIER, Management Analyst I (In Reno)  
   TANYA OSBORNE, Administrative Assistant III (In Reno)

25   **FOR NEVADA CONNECTIONS ACADEMY:**

26   LAURA GRANIER, Esq. (In Las Vegas)

27  
28   Reported by:                                   STEPHANI L. LODER, CCR #862

1 RENO/LAS VEGAS, NEVADA, THURSDAY, MAY 25, 2017; 8:01

2 A.M.

3 -o0o-

4  
5 CHAIRMAN JOHNSON: So we will call the meeting to  
6 order at 8:01 a.m. We'll start with roll call.

7 Member Snow.

8 MEMBER SNOW: Present.

9 CHAIRMAN JOHNSON: Vice Chair Mackedon.

10 VICE CHAIR MACKEDON: Here.

11 CHAIRMAN JOHNSON: Member Guinasso.

12 MEMBER GUINASSO: Present.

13 CHAIRMAN JOHNSON: Member Luna.

14 MEMBER LUNA: I'm here on the phone, present.

15 CHAIRMAN JOHNSON: Wonderful. So we have a  
16 quorum. Can we stand for the Pledge of Allegiance.

17 [Pledge of allegiance recited.]

18 CHAIRMAN JOHNSON: All right. So we have quite a  
19 bit of public comment that's already signed in down south.  
20 So I imagine the same is true for Reno. So what we will  
21 do is we will take ten from the south, ten from the north,  
22 which should equate to 30 minutes per, and rotate like  
23 that until we take our we'll first break. All right.

24 First up, we have -- now call -- I guess it's

1 only one microphone. So I'll call Steve Werlein, who is  
2 the school leader.

3 STEVE WERLEIN: Good morning, Mr. Chair, members  
4 of the Authority. I'm here today obviously on behalf of  
5 the school community, Nevada Connections Academy, that  
6 I've been honored to serve for the last almost four years.

7 And I'm here quite simply to start this off by  
8 asking that you, as board members, listen to everything,  
9 all the voices, all the data, and make an objective  
10 decision based on that information.

11 When the Authority raised concerns about our  
12 four-year adjusted cohort graduation rate, we listened.  
13 We improved. That one data point is what has gotten us  
14 here.

15 We hope that you are able to not only acknowledge  
16 our challenges, but help us celebrate our successes and  
17 provide us support to improve even further.

18 I ask that you consider the need that our school  
19 fills. I ask you to consider that we work with all  
20 students across the spectrum and also to acknowledge the  
21 fact that, again, we would not be here if our school  
22 turned away students who have been discarded by so many  
23 other schools across the state of Nevada.

24 I want you to hear the voices of our families, of

1 our staff, and I want you to realize, more importantly,  
2 that our students, whether they're in kindergarten or 12th  
3 grade, are much more than sad, pathetic stories. Thank  
4 you.

5 (Applause.)

6 CHAIRMAN JOHNSON: Joe Thomas.

7 MR. PELTIER: Member Johnson, this is Danny up in  
8 Reno. We remind everyone to spell their name at the  
9 beginning.

10 CHAIRMAN JOHNSON: Thank you, Danny.

11 JOE THOMAS: Joe Thomas, high school principal.  
12 J-O-E, T-H-O-M-A-S.

13 Thank you, Chairman Johnson and members of the  
14 board, for hearing us today. I hope you are coming to us  
15 with an open mind and listen very closely to the stories  
16 of our families and the data that we're going to present.

17 I wanted to talk about something that Member  
18 Guinasso asked Director Gavin in the January 2017 board  
19 meeting. Member Guinasso asked two simple but very  
20 important questions to Director Gavin.

21 He asked: How many high school students does  
22 Nevada Connections Academy serve? Director Gavin could  
23 not answer.

24 Member Guinasso then followed up with: How

1 many -- roughly, how many students come to Nevada  
2 Connections Academy credit-deficient? Again, Director  
3 Gavin did not know but said that we do not have high  
4 enough credit-deficient students or at-risk students to be  
5 considered for an alternative framework.

6 Director Gavin was correct on that. We do not  
7 meet the 75 percent threshold that's required for an  
8 alternative high school. However, in 2016, 49 percent of  
9 our students enrolled with us in the 2016 cohort were  
10 credit deficient. 49 percent.

11 So when you're looking at a four-year cohort  
12 rate, it's very easy to see that when 49 percent of your  
13 students come to you off track, it's very hard to meet a  
14 60 percent graduation rate threshold.

15 Furthermore, I think it's important to note that  
16 Director Gavin has been directing this board to close  
17 Nevada Connections Academy, and he does not even know how  
18 many students we serve or how many students come to us  
19 credit-deficient.

20 Lastly, I'd just like to read a credit policy  
21 change from one of large high schools in Nevada. Excuse  
22 me. Sorry.

23 We have changed our credit policy beginning with  
24 the class of 2012. We will no longer be able to make up

1 failed credit at the school. If your student loses credit  
2 in a class due to failing the semester, he or she will be  
3 expected to make up credit in an alternative location.  
4 Students who do not make up the credit will not graduate.

5 The counseling office has information about  
6 credit retrieval programs such as summer school and  
7 independent study. If students are in danger of failing a  
8 class for the semester, it is recommended that they will  
9 take advantage of after-school tutoring. If you have any  
10 questions, please contact the counseling office.

11 So that's actually from a school that we've  
12 received a lot of credit-deficient students from, and we  
13 are proud to say that we are actively working to  
14 reengaging these students. Thank you.

15 CHAIRMAN JOHNSON: Thank you.

16 (Applause.)

17 CHAIRMAN JOHNSON: Maryanne Pochowski.

18 MARYANNE POCHOWSKI: Thank you, ladies and  
19 gentlemen. My name is Maryanne Pochowski,  
20 P-O-C-H-O-W-S-K-I. I'm here today with my son, Joshua,  
21 and my grandson.

22 He's been a student -- my son has been a student  
23 with NCA for two years. He started out, he was born into  
24 the foster care system severely drug-involved. His

1 disabilities were identified, and he was registered  
2 through Child Find because of his health issues, and he  
3 started public school at three. He went through the early  
4 child intervention, and he went through first grade and  
5 second grade, as well as kindergarten.

6 At the end of second grade -- well, actually,  
7 about halfway through his second grade, we realized he  
8 couldn't read or write. And when we brought this up,  
9 he -- we were told that his IEP identified his  
10 disabilities as being hypertropic cardiomyopathy and  
11 hydronephrosis, which are two life-threatening conditions,  
12 but didn't affect the fact that he was also designated  
13 ADHD, bipolar, and autism spectrum disorder.

14 They insisted on continuing to promote him into  
15 the third grade. I know the model for third grade. It's  
16 we hand you a book, read it, and tell us what you read.  
17 It doesn't work that way. He was -- he couldn't read. So  
18 we continued to set him up for failure.

19 I was able to fight the school district to be  
20 able to get him held back, and then I immediately pulled  
21 him out and put him in NCA.

22 The teachers in the NCA -- he's in a special ed  
23 program there. He has a phenomenal special ed teacher  
24 he's had for the two years he's been there. This child

1 who could not read or write is going into the fourth grade  
2 a straight A student because of all --

3 (Applause.)

4 MARYANNE POCHOWSKI: He has tremendous support  
5 from the teachers, from the administrative staff. They  
6 keep him on the ball.

7 Now, I'm lucky enough to have fabulous insurance,  
8 and he gets ABA therapy 15 hours a week. Most of these  
9 parents in this room do it by themselves.

10 I just want you to realize how important it is  
11 for children who slip through the cracks to have this as  
12 an option. Thank you.

13 (Applause.)

14 CHAIRMAN JOHNSON: I'd like to note for the  
15 record that Member Gardner is now present. And then  
16 secondly, also, I did mentioned this initially, but all  
17 comments will be limited to three minutes.

18 Next up, we have been Kimberly King, Lacey King,  
19 and Lindzey King. And each one of you will have your  
20 respective three minutes.

21 KIMBERLY KING: Kimberly King. K-I-M-B-E-R-L-Y,  
22 K-I-N-G.

23 I'm in disbelief that here, in the year 2017,  
24 when we have astronauts training for a mission to Mars,

1 that I am having to ask to keep an online school open.

2 Our school is not different than any other public  
3 school. We are held to the same standards, sometimes even  
4 higher standards.

5 I don't know why you would think about closing a  
6 school that, if you look at the students that have been  
7 there, like mine, since kindergarten -- we have been here  
8 for eight years -- that are academically excelling, they  
9 will go through the school until 12th grade. When you  
10 count those students, it's an 85 percent graduation rate  
11 if you remove those credit-deficient students.

12 There's 3,200 families that have chosen this  
13 school. We do not have to attend this school. We want to  
14 attend this school. I'm asking for you to please stop  
15 looking at us as a number. Look at us.

16 We have a four-star middle school. I live out in  
17 a rural area. Those schools that I would have to choose  
18 from if I didn't have this choice are very inferior to  
19 this school. If you take this choice away from me, you'll  
20 be asking me to place them in something inferior.

21 If you close this school, you'll be closing one  
22 of the best academic choices available for the entire  
23 state. So please, please stop looking at this flawed  
24 graduation rate because it is really -- it's flawed.

1           The school is outstanding. I want my children to  
2 continue through 12th grade. They will be able to take AP  
3 courses. She wants to be a biologist. Those AP courses  
4 are not available at my high school where I live. So  
5 you're going to be taking away her future if you do this.  
6 Thank you.

7           (Applause.)

8           LINDZEY KING: My name is Lindzey King,  
9 L-I-N-D-Z-E-Y, K-I-N-G. I'm in seventh grade, and I have  
10 been in Connections Academy for eight years. My school  
11 allows me to have my own schedule. I do not know if I  
12 could live without this because my family travels all the  
13 time.

14           Last year, my school was just -- last year, when  
15 school was just starting, my family took an 11-day trip to  
16 Lassen Volcanic National Park, the redwood forest,  
17 San Francisco, and Disneyland.

18           At a brick-and-mortar school, this would be  
19 simply impossible. But at Connections Academy, I'm  
20 allowed to go at my own pace. I worked really hard ahead,  
21 sometimes doing ten hours of school to make sure I would  
22 not get behind during our trip.

23           This adventure was obviously educational, and now  
24 I'm even considering a career studying the redwoods, an

1 opportunity I would never have had in a brick-and-mortar  
2 school.

3 Another reason my freedom of schedule is very  
4 important to me is because my father works nights, and his  
5 days off rotate. In other words, he rarely gets the  
6 regular Saturday and Sunday off. If I attended a  
7 brick-and-mortar school, I would never see my dad.

8 This school works around my way of life. Not  
9 every family can follow the same schedule like a herd of  
10 sheep. This is why my school is very important to me.  
11 Please keep Connections Academy open. Thank you.

12 (Applause.)

13 LACEY KING: My name is Lacey King, L-A-C-E-Y,  
14 K-I-N-G. I am in fourth grade now, and I have been in  
15 this school since kindergarten.

16 I would be really upset if you close my school.  
17 If you close my school, then I would probably never get to  
18 see my dad because he works late at night. And I would  
19 hardly get to see my sister because we would go to  
20 different schools.

21 This school allows me to work ahead, and that is  
22 prudent for my family because we go on lots of trips.  
23 This school is perfect for me. Please don't shut my  
24 school down.

1 (Applause.)

2 CHAIRMAN JOHNSON: And our final three south for  
3 the time being will be Laura Sanda, Amanda Roller, and  
4 Caitlin Droegemueller. Yes. So Laura Sanda will be  
5 first.

6 LAURA SANDA: Good morning. My name is Laura  
7 Sanda. L-A-U-R-A, S-A-N-D-A.

8 I've taught special education in a variety of  
9 settings from rehabilitational behavioral schools to  
10 maximum security adult prisons and everywhere in between,  
11 including for CCSD.

12 I know firsthand how hard the job CCSD  
13 administration has attempting to keep caseloads for  
14 special education teachers within legal limits and making  
15 teachers take on students that they don't even know  
16 because we have to stay within those legal limits.

17 I wrote many an IEP for students I had no input  
18 on because the overwhelming workload of teachers who never  
19 had time to get to learn the deficits or the strengths of  
20 a struggling student. As a result, I feel that those  
21 students weren't serviced to the best of our ability at  
22 CCSD simply because we were not able to, no matter how  
23 hard the system was reconstructed.

24 At NCA, I have the opportunity to know every one

1 of my students. I can tell you their strengths, their  
2 weaknesses, and even their hobbies.

3 I have been afforded the opportunity to write  
4 specific detailed IEPs that are tailored for each student  
5 and have been able to supplement them by one-on-one  
6 lessons and general education lessons geared towards the  
7 needs of my students.

8 I've been able to create Virtual labs for math  
9 and for science, and I create exploratory props for  
10 English and engage the students in academic games for  
11 school success skills.

12 The ability I now have to reach out and assist  
13 ever single one of my students individually is incredible  
14 and is something I cannot fathom being taken away.

15 The ability to talk to these general education  
16 teachers, not only in grading but co-grading and  
17 development of accommodations and goals with specific  
18 input on each one of my kids, it's priceless.

19 NCA, for the special education student, is an  
20 invaluable gift for us and for the students. And so I'm  
21 begging you to please let us remain open. Thank you.

22 (Applause.)

23 AMANDA ROLLER: Hello. My name is Amanda Roller.

24 A-M-A-N-D-A, R-O-L-L-E-R.

1 I am here representing my son who is a  
2 third-grade student in NCA, and I would like to share his  
3 story with you. Let me give you a little background.

4 We moved here three years ago, in the summer  
5 between kindergarten and first grade. After a year and a  
6 half being at his zoned brick-and-mortar school, I knew it  
7 was not going to be a good fit. Basically, my son was  
8 behind in reading.

9 He was a slow learner, and it was becoming a  
10 problem, even though both his first- and second-grade  
11 teacher enrolled him in RTI. And, as a parent, I enrolled  
12 him in Kumon outside of school.

13 The pressure to be at a certain reading level and  
14 fluency when not ready was beginning to get to my son. It  
15 didn't matter that his vocabulary was outstanding along  
16 with his comprehension. It mattered more that he was  
17 lacking in the words per minute for whatever AR score he  
18 got.

19 When his friends got to read chapter books in  
20 class, he was denied them. At seven years old, he was  
21 beginning to hate school.

22 Sorry. I'm very nervous.

23 He would come home, asking if he was going to  
24 fail second grade. He kept hearing the words, "You're

1 working really hard, but you're not good enough."

2 His self-confidence fell, and he eventually gave  
3 up. He was failing second grade because he wasn't with  
4 his peers.

5 After talking to his teachers, I realized that  
6 their hands were tied, and no more could be done. I was  
7 even denied testing him for a learning disability because,  
8 in their eyes, he was improving.

9 It was then that I knew my son needed another  
10 option, and the option was NCA. After a week starting  
11 NCA, I saw a huge difference in him, and he loved school  
12 again. It was amazing how he -- how, in a week, he  
13 flourished. The pressure was off.

14 He ended up finishing his second semester of  
15 second grade with A-B Honor Roll. Now, here we are in his  
16 third-grade year. He finished A-B Honor Roll again his  
17 first semester, and will be finishing A-B Honor Roll again  
18 his second semester. He has at benchmark reading level,  
19 and his accuracy with reading is at 97 percent.

20 If you close this school, you will be forcing my  
21 child to go to a brick-and-mortar school, and it will be  
22 detrimental to him. The kids need this school.

23 Recently my son fell into health issues. And had  
24 he been at a brick-and-mortar school, it would have caused

1 problems. He would have missed weeks of school getting  
2 behind.

3 NCA let him work at his own pace. He was able to  
4 work slower on his bad days and faster on his good days.  
5 He is now officially caught up.

6 So please keep this in mind for not only my son,  
7 but all the 3,000 students in Nevada Connections Academy.  
8 Thank you.

9 (Applause.)

10 CAITLIN DROEGEMUELLER: Hi. My name is Caitlin  
11 Droegemueller. C-A-I-T-L-I-N, D-R-O-E-G-E-M-U-E-L-L-E-R.  
12 I have been with Connections Academy since the second  
13 grade. It has helped me because I learn differently than  
14 other children. Let me explain why.

15 My birth mom did drugs and alcohol while I was  
16 still developing, and it changed the way my brain works.  
17 Connections Academy helps me learn at my own pace, which,  
18 by the way, is at grade level with As.

19 I also have Asperger's Syndrome and ADHD. It's  
20 hard for me to sit and concentrate for long periods of  
21 time. Connections Academy is my school. Please don't  
22 close it. You'll be ruining my whole system of education.

23 This school is my family. They support me and  
24 help me. I have great friends. If you take my school

1 away, you take my family away, and you take my ability to  
2 be able to learn and feel normal.

3 My teachers are very kind and supportive, and my  
4 friends are helpful and supportive as well. I feel safer  
5 here than at a brick-and-mortar school. They made me feel  
6 like an outcast and like I didn't belong. Sometimes I  
7 would come home and go to my room to cry. But here, it's  
8 my safe haven. Even though I'm still the same, I feel  
9 accepted here. I won't be able to learn as easily as I  
10 would here.

11 I don't like brick-and-mortar schools. I am  
12 almost in high school so if you close NCA, I won't be able  
13 to learn as easy as I do here. In this environment, I  
14 feel free to express myself.

15 The curriculum is challenging and interesting. I  
16 have learned a lot from my lessons that teachers prepare.  
17 I am able to engage in discussions with peers in some  
18 lessons.

19 I am able to present in my own creative way with  
20 technology. These things are all very helpful to me.

21 Please, this school is the best thing that ever  
22 happened for me. Please don't close my school. Where  
23 else can I go to school with my dog and family to support  
24 me, walk out of class when I get frustrated to jump on a

1 trampoline or run outside or catch bugs to relieve  
2 frustration, have a collection of bugs sitting on your  
3 desk, have the flexibility and have the time for sports,  
4 or even take my computer to the park to do work?

5 If you keep my school open, I won't disappoint  
6 you. I will stay through and graduate if you give me a  
7 chance. Thank you for letting me speak today.

8 (Applause.)

9 CHAIRMAN JOHNSON: Danny, do you want to take the  
10 next ten public comments from the north?

11 MR. PELTIER: Will do. All right. So I'll  
12 announce three at a time. We have Theresa Anderson,  
13 Whitney Bond, Dianne Karp.

14 TERESA ANDERSON: Hi. I am is Terresa Anderson.  
15 T-E-R-R-E-S-A, A-N-D-E-R-S-O-N. And we joined Nevada  
16 Connections Academy this school year, and my son is in the  
17 eighth grade. We joined in October.

18 We switched schools because we weren't happy with  
19 the traditional school. We had a hard time with Trey  
20 being able to talk to the teachers and ask the teachers  
21 things that they needed -- that he needed. And after two  
22 years of frustration or one year and a half of  
23 frustration, we decided to move him because it would just  
24 be easier for him.

1           So then he went to -- we started Nevada  
2 Connections Academy. And -- sorry, I'm nervous.

3           And we learned that he was able to talk to his  
4 teachers. He could communicate with them, web mail them,  
5 ask them any questions he needed. He started to do better  
6 in classes.

7           And so that's the biggest reason why we left the  
8 school, but then come to find out it actually worked  
9 better for his schedule. He's a dancer. He dances three  
10 to four hours a night, four days a week. And then on  
11 weekends he has competitions.

12           And so with his busy schedule, it's hard to fit  
13 all -- everything in like with the regular schedule of  
14 school, and so it just worked better for him. And now he  
15 can work at his pace when he's ready. If he gets behind a  
16 little bit because he has a day that's full of dancing and  
17 he can't do the schoolwork, then he can work on it on the  
18 weekends.

19           So that's one of the -- that's the biggest reason  
20 why we really love this school. If you take it away from  
21 him, it will change his life again. It will be hard for  
22 him to be able stay caught up and get the good grades.

23           He is going to be working towards the honors  
24 diploma next year, and I don't feel with this class

1 schedules in regular schools, traditional schools, that he  
2 would be able to do his activity, his competitive dance,  
3 and keep up with schoolwork at the same time and at the  
4 time fashion that they require it.

5 And this has made him excel and learn more and be  
6 eager to learn and willing to ask the questions that he  
7 needs to ask. So that is the reason why we would love to  
8 stay in this school. And if you could keep Nevada  
9 Connections Academy going, we would greatly appreciate  
10 that. Thank you.

11 (Applause.)

12 WHITNEY VAUGHN: Whitney Vaughn reading on behalf  
13 of Joycelina Hammonds, J-O-Y-C-E-L-I-N-A, H-A-M-M-O-N-D-S,  
14 ninth grade at NCA.

15 NCA means a lot to me because before I joined  
16 NCA, I had been living in California where I was born and  
17 raised. I was going to public high school at the time,  
18 and I had to be taken out of school due to struggles  
19 mentally and emotionally.

20 I was going in and out of treatment facilities  
21 for many months. And when I was discharged from my last  
22 treatment, I moved here to Nevada to start the next step  
23 in my recovery. I joined NCA because, emotionally, I  
24 cannot go back to public school.

1 NCA has been such a great blessing in my life and  
2 part of my recovery. I honestly didn't believe I was  
3 going to be able to catch up in school because how far  
4 behind I was. But my support team at NCA pushed me and  
5 gave me motivation to keep going. They've done so much to  
6 make sure I reach my goal of graduating and catching up on  
7 all of my credits.

8 They put me in credit recovery and supported me  
9 in LiveLessons. When I felt like giving up, I was  
10 reassured I'd be okay and that I'm going to make it to  
11 reach my overall goal.

12 I've been with NCA for a year now, and I can say  
13 I've made so much progress. I couldn't have made it this  
14 far without NCA. I can't imagine losing NCA. Thank you.

15 (Applause.)

16 DIANNE KARP: Good morning. Dianne Karp,  
17 D-I-A-N-N-E, K-A-R-P. Senior special education manager  
18 and school psychologist.

19 I've been a special education manager at Nevada  
20 Connections Academy since the school opened in 2007. I've  
21 watched us grow from just under 200 students on the first  
22 day of school to the over 3300 we have now.

23 In ten years, we've experienced growth and  
24 change. The one item that has never changed is our

1 dedication to school success.

2           Currently, we have 260 special education students  
3 enrolled in our school from kindergarten through grade 12,  
4 about eight percent of the total school population, which  
5 mimics other Nevada schools.

6           Special education students have a high level of  
7 school failure, which results in them often not completing  
8 their high school education. I can list examples after  
9 example of students who came to us who were discouraged  
10 and credit-deficient, only to turn that around and find  
11 success by graduating from high school, often with a  
12 standard diploma.

13           Unfortunately, because of the system of  
14 measurement, many of these successful individuals are  
15 counted as dropouts either because they graduated out of  
16 cohort or because they earned an adjusted diploma, which  
17 currently is counted as a dropout even when the student  
18 completes his or her education within four years.

19           As an aside, I personally find this to be  
20 appalling and likely a violation of IDEA. Notably,  
21 students on an IEP or not who graduate with a certificate  
22 of attendance are not, by Nevada statute, to be counted as  
23 dropouts.

24           Students with an adjusted diploma can and do

1 attend college. Students with a certificate of attendance  
2 cannot.

3 But some of our special education students do not  
4 graduate late. Many of them get caught up and graduate  
5 with their cohort. Many, including some this year,  
6 graduate a semester early with a standard diploma.

7 Over the years, numerous families have told me  
8 stories about how other virtual charters have denied  
9 enrollment to them. Other families tell me that their  
10 zoned schools use their virtual programs as academies and  
11 deny access to students on an IEP.

12 I have come to believe them, as in ten years, the  
13 names of the schools and the reasons for denial have not  
14 changed. Those students come to us because we do not deny  
15 admission to anyone, not only because to do so would not  
16 follow the law, but because to do so would not be right.

17 For the students who find success with Nevada  
18 Connections Academy where they have not found it anywhere  
19 else, do not close our school. Support our young citizens  
20 as they find an alternate way to becoming successful young  
21 adults. Thank you.

22 (Applause.)

23 MR. PELTIER: Our next three will be Amanda  
24 Easley, speaking on behalf of Mariah Hiett, Alissa

1 Gardner, Robin Bort.

2 AMANDA EASLEY: Good morning. I am Amanda  
3 Easley, and I am speaking on behalf of Mariah Hiett --  
4 M-A-R-I-A-H, H-I-E-T-T -- a 12th-grade student at NCA.

5 It breaks my heart to hear that Connections  
6 Academy may be closing. This school truly changed my  
7 life, and it gave me opportunities to do things I never  
8 thought that I could do. The teachers are amazing, and  
9 even though it's an online school, it's also a public  
10 school.

11 This school made me feel more included than I  
12 felt at any public school where you physically sit in a  
13 classroom with other teachers and students. Constantly,  
14 you are involved in discussions with your peers, and your  
15 teachers make a huge effort to keep in contact with you  
16 and make sure you're giving it your all.

17 Although you're in contact with the other peers,  
18 in a way, Connections Academy makes me feel like I'm the  
19 only student in the school. By this, I mean the staff is  
20 doing everything they can to make sure I succeed. I just  
21 know they make the other students feel they're the only  
22 ones in the school as well.

23 If it weren't for all of these teachers showing  
24 such interest in me and making me feel like I could do

1 anything, I probably wouldn't be graduating on time.

2 Although I've had a busy schedule, my teachers have never  
3 given me more than I can handle, and they always make sure  
4 they do everything they can for me.

5 I was previously at a different online school,  
6 and I never formed a connection with my teachers like I  
7 did at this school. The staff is focused on helping every  
8 one of their students. I've never experienced a school  
9 where teachers cared so much.

10 When I came to Connections Academy, I thought  
11 there is no way I can graduate on time, but they showed me  
12 different. These ambitious teachers made me who I am  
13 today.

14 Hearing that this school might goes breaks my  
15 heart because there will be so many more students who need  
16 the opportunity I have received from this school. There  
17 will be students who want to graduate on time but don't  
18 believe in themselves. If Connections Academy is shut  
19 down, those students will be denied the help and  
20 determination that this school gave me.

21 The curriculum is a little challenging, but not  
22 too much to where I can't understand it and succeed. The  
23 teachers even make the lessons interesting by adding  
24 projects, portfolios, or activities.

1 I hope you reconsider taking away Connections  
2 Academy because this school is exactly what students who  
3 lost their way need, a school that helps you see that you  
4 can accomplish anything.

5 Sincerely, Mariah Hiett.

6 (Applause.)

7 ALISSA GARDNER: My name is Alissa Gardner,  
8 A-L-I-S-S-A, G-A-R-D-N-E-R. I am a high school math  
9 teacher here at Nevada Connections Academy, and I feel  
10 that we serve a need in our state.

11 Schools have worked hard at raising their  
12 graduation rate. Where do you think the students went so  
13 that they could get their graduation rate -- graduation  
14 rate higher? These students need a place to go.

15 We serve so many different needs at NCA. I have  
16 students that play professional hockey, race cars,  
17 gymnasts, cheerleaders, travelers, students with anxiety,  
18 students who didn't feel safe at their previous school.  
19 We serve a need.

20 If there is something we can do to improve, give  
21 us a chance to work on it, to fix it, to improve. It  
22 doesn't feel like you guys have supported us or tried to  
23 help us, but have just said we should just be shut down.  
24 Isn't there a process to follow?

1           You state that our school just tells pathetic  
2 stories that tug at people's hearts. These aren't just  
3 stories. This is our community. The students that --  
4 these students are our future. I want to help educate  
5 them and help them be successful.

6           Most students come to our school because  
7 traditional school's not working for them. Our state, our  
8 students need options.

9           I have a parent that would like me to read on  
10 their behalf, one of my students. Leah Clark is the mom.  
11 L-E-A-H, C-L-A-R-K.

12           She said: I feel this school is amazing and a  
13 wonderful opportunity to Alena because of her anxiety  
14 issues. It's been wonderful to see her want to learn and  
15 be excited for school.

16           She has only been at this school this semester  
17 but has excelled, and her grades have improved. It is my  
18 hope that the school remains open.

19           And if I can read for another parent. Donna  
20 Jordan. D-O-N-N-A, J-O-R-D-A-N.

21           She says: I am Donna Jordan. I'm a grandmother  
22 and a legal guardian of five children. All five are in  
23 NCA.

24           I'm going to skip down to her last paragraph.

1           She says: NCA, the school, is the best by far.  
2 They brought the three oldest from failing to getting good  
3 grades. They helped the oldest catch up in her credits.  
4 No help to another school. The other two improved.

5           My IEP student, he has As, Bs, and Cs. I have  
6 two more: one in first, one in kindergarten.

7           Kyle started kindergarten at NCA. Kudos to  
8 Mrs. Thomas. Kyle is ADHD. Let's see. Is now in first  
9 grade and on the principal's list for Honor Roll.

10          Aleya is in kindergarten. She was held back due  
11 to struggling at her previous school. NCA held her back a  
12 year. I was not happy, but they were right.

13          Alyssa has As and Bs. She was also on the Honor  
14 Roll.

15          Let's see here. I'm going to skip down to the  
16 bottom.

17          If you want children to get a great education and  
18 want to go to college like mine and every other child in  
19 NCA, then leave it alone. Go use NCA as a great example  
20 for other schools, especially the Nevada brick-and-mortar  
21 who gives horrible educations. That's where you should be  
22 looking.

23          NCA takes in children like mine and turns them  
24 around. I thank God for NCA. Please, I beg you, let them

1 teach our children. The only place we have to go is me  
2 home-schooling on my own.

3 Sincerely, Donna Jordan.

4 (Applause.)

5 ROBIN BORT: My name is Robin Bort. I'm reading  
6 on behalf of Myriah Joy Grabish. M-Y-R-I-A-H,  
7 G-R-A-B-I-S-H.

8 To the opponents who are trying to close my  
9 school, my name is Mariah Grabish, and I am going to be  
10 17 years old. I am an A and B student, and I very much  
11 look forward to graduating from Connections Academy. But  
12 I cannot follow my dreams if opponents of my school are  
13 trying to close it based on limited information and  
14 short-sighted, flimsy graduation statistics.

15 Whatever you hope to gain from this decision, be  
16 it personal or political, it is wrong. Connections is a  
17 school for many who have no choice such as those who face  
18 bullying in other schools, students who live in remote  
19 areas with no schools nearby, or people who have no hope  
20 of earning enough credits to graduate.

21 This is my third year at Connections Academy.  
22 Because of the wonderful teachers and the concise,  
23 easy-to-understand courses, I am learning everything I am  
24 being taught quickly and easily. I am also earning good

1 grades, hardly ever dropping below B minus.

2 I hope to keep using Connections to graduate and  
3 earn the credits I need to become a nurse someday. Just  
4 the thought of anyone trying to close down my dream makes  
5 me livid. I cannot willingly allow anyone to throw away  
6 my future like that, not without a fair fight.

7 Your argument for closing this nationwide academy  
8 is that our graduation rates are down. I'm asking you,  
9 did you do anything to really investigate how our school  
10 is doing, or do you just stare at the numbers all day?  
11 Math presents facts. Yes. But it does nothing to reveal  
12 the truth of the matter or the heart of the cause.

13 In truth, our school accepts students that have  
14 been rejected by other schools, schools that reject them  
15 to keep their own graduation rates high. Other schools  
16 only take students who are sure to graduate, but our  
17 school takes students that have been turned down and gives  
18 them hope of graduating, even if it's later than usual.

19 The kindness our school presents is the same  
20 thing that makes the math look so bad. Will you close a  
21 school that does not discriminate against students based  
22 on grades? Will you, yourselves, discriminate against a  
23 school that has a low grade for a very good reason?

24 If I were in your shoes, I would look at the

1 heart of a cause not the math. There is a fine line  
2 between doing what is right and doing what is wrong.  
3 Closing our school is the worst decision --

4 MR. PELTIER: Three minutes.

5 ROBIN BORT: -- anyone can make, and thousands of  
6 students will have no place to go. Myriah Joy Grabish.

7 (Applause.)

8 MR. PELTIER: I'll announce the final four for  
9 the north. Larissa Gorton, Leila Gorton, Rebecca Gorton,  
10 Victoria Neer.

11 LARISSA GORTON: Hello. My name is Larissa  
12 Gorton. L-A-R-I-S-S-A, G-O-R-T-O-N. I am a fifth grader  
13 at Nevada Connections Academy. I want to take a few  
14 minutes to tell why I love my school.

15 I have been a student with NCA for two years, and  
16 I love it. There are many reasons why I love NCA, and I'd  
17 like to share a few.

18 I love NCA because I can do school at my own  
19 pace. I also get more one-on-one attention from my  
20 teachers, which I did not get at a brick-and-mortar  
21 school.

22 I also love NCA because I can do school anywhere  
23 I have internet. This is important because my family  
24 travels a lot. We can take our school with us, and we

1 don't have to miss out on school or quality family time.

2 Two other things I love about my school is that,  
3 at NCA, I don't have to deal with bullying.

4 Unfortunately, I was bullied. But thankfully, I don't  
5 have to think about that anymore. I feel safe here. I  
6 also know that brick-and-mortar schools don't have much  
7 room or enough teachers. Where could I go to attend?

8 I have attended two other schools, but I did not  
9 like them like I like NCA. Nevada Connections Academy has  
10 given me the freedom to do school the way I want. And I  
11 ask you, please save my school. Thank you.

12 (Applause.)

13 LEILA GORTON: Hi. My name is Leila Gorton.  
14 L-E-I-L-A, G-O-R-T-O-N.

15 I am a fourth grader at Nevada Connections  
16 Academy, and this is my second year. If Connections  
17 Academy closed, it would make me unhappy because at a  
18 brick-and-mortar school, I was bullied, and that did not  
19 make me feel good. Also, I was not challenged in my  
20 schoolwork. Now I have not been bullied and feel I will  
21 not be.

22 At Connections Academy, I have been challenged.  
23 And when I need help with something, I can have one-on-one  
24 LiveLessons with my teacher to help me. And I get to do

1 so many fun field trips.

2 Also, I can bring my schoolwork wherever I go.  
3 Thank you for your time, and please me save my school.

4 (Applause.)

5 REBECCA GORTON: My name is Rebecca Gorton.  
6 R-E-B-E-C-C-A, G-O-R-T-O-N. And these are my three  
7 amazing daughters.

8 We went from private schools -- we went to two  
9 different private schools, and I have home-schooled my  
10 children as well. And we actually pulled our children  
11 from a private school where we paid thousands of dollars  
12 to send them to so that they could attend NCA. We love  
13 this school.

14 My husband works and travels a lot, and we need  
15 to be able to stay together as a family. When we were at  
16 the traditional brick-and-mortar school, we were not able  
17 to stay together. My husband would travel; we'd be apart  
18 for a week or so.

19 Here, my children are able to take their laptops  
20 and all their schoolwork, their books, their amazing kits  
21 that they get as well with them so that they can have the  
22 tools and their teachers' support right there, wherever we  
23 are, whatever hotel room, whatever national park or  
24 vacation, Disneyland. We've done it all.

1           That would not be a possibility if we stayed in  
2 the brick-and-mortar school. Our kids are challenged, and  
3 they love their teachers. And they have very personal  
4 relationships with each of their teachers. It's not just  
5 do this, do that. They know what my kids like. They know  
6 their personalities. They know their strengths and their  
7 weaknesses.

8           You'd be taking that away from them because I  
9 feel that even though they had good educations before,  
10 they are having a great education now. And yeah, I'm -- I  
11 don't know what we're going to do if you close this  
12 school.

13           This school is our best option, and I feel that  
14 in the area that we live in, there are no other options  
15 for us. So please save this school. Thank you.

16           (Applause.)

17           VICTORIA NEER: Hello. My name is Victoria Neer,  
18 N-E-E-R. I'm the high school assistant principal here at  
19 Nevada Connections Academy, and I will be reading on  
20 behalf of one of my former students, Myriah Grabish. She  
21 sent me a last-minute request.

22           We meet again in word form. Unfortunately, for  
23 personal reasons, I was unable to attend this meeting.  
24 However, thanks to the efforts of my teachers and vice

1 principal, my voice will be heard.

2 It causes me great heartache to know that the  
3 very people who claim to look out for my best interests  
4 and the best interests of the State are the same people  
5 who are attempting to destroy the only school that has  
6 ever given me hope of achieving my dreams.

7 Before I attended Nevada Connections Academy, I  
8 was but a young, depressed, and hopeless teenager. Now,  
9 thanks to the efforts of my parents and my most wonderful  
10 and patient teachers, I am an aspiring nurse and writer.

11 But my world has yet again been disturbed by the  
12 dark doubt that the Charter School Authority has spread in  
13 relation to my school's future.

14 Were it not for Connections Academy, I would not  
15 have been able to earn my driver's license and would not  
16 be able to seek a job in order to pay for the  
17 responsibilities required of a young adult.

18 Connections Academy has not just taught me the  
19 basic knowledge needed to succeed in life. The school has  
20 also given me the tools I need to achieve a successful  
21 life. Because of the flexible schedule and easily  
22 understandable courses offered to me, I am allowed to  
23 pursue a more complicated life than most teenagers my age.

24 The people of Connections Academy who teach me

1 and learn with me are also the most encouraging people I  
2 have ever met. Without them, my life would be tasteless.

3 I implore you to see our side of this matter that  
4 has threatened the school and open your mind to the fact  
5 that we will not just pass away and be forgotten.

6 Connections Academy deserves to live on and  
7 continue teaching the generations of tomorrow. Thank you.

8 (Applause.)

9 CHAIRMAN JOHNSON: All right. We will come back  
10 down south, and we have three up. Diana Thompson,  
11 Jonathan Simmonds, and Sharon Simmonds are the first  
12 three.

13 DIANA THOMPSON: Hi. My name is Diana Thompson.  
14 I have four children that I adopted out of foster care.  
15 All have special needs. One of them you already met,  
16 Caitlin.

17 My first child, who is 17 years old now, started  
18 in Connections Academy when she was in the sixth grade.  
19 She was having difficulty in writing.

20 When she left Connections Academy to go to a  
21 brick-and-mortar high school of her choice -- she wanted  
22 to have the high school experience -- she was given an  
23 award for a writing assignment in her biology honors class  
24 on an 11th-grade rubric. I thank Connections Academy for

1 allowing her to get that far ahead in her writing ability.

2 My next student is Caitlin, who you just met.  
3 She was born addicted to drugs. She has flourished at  
4 this school. You can't take this away from her. She has  
5 done so well. She did not speak until she was -- she  
6 wouldn't talk to anybody until she was almost five.

7 You see her up here speaking in front of people.  
8 She did not do that.

9 She has had teachers at this school that have  
10 called her on the weekends because they realize she's  
11 doing extra work.

12 I have two other students. One is in the third  
13 grade. When he started, he didn't speak. He was so  
14 ridden with anxiety that he would not even talk to the  
15 microphone on the computer to read things to the teacher.  
16 Nobody in front of him; just a speaker, and he wouldn't  
17 talk.

18 Through speech therapy, they were able to get him  
19 talking, and he completed the first and second grade in  
20 one year. He's now in the third grade.

21 My other child is hearing-impaired. He is now in  
22 the first grade. He gets on LiveLessons with his teacher  
23 so he can lip read so he doesn't -- if he misses  
24 something, he is able to see her talking. She does this

1 individually for him. Where else is he going to get that?  
2 He gets extra help just because he needs it.

3 All of my kids have challenges, different needs,  
4 and every one of them has flourished at this school. If  
5 you take this away, it will be very difficult for each one  
6 of my children with all their different special needs to  
7 get where they need to go. Please don't take this away  
8 from them. Thank you.

9 (Applause.)

10 JONATHAN SIMMONDS: Hi. My name is  
11 Jonathan Simmons. That's J-O-N-A-T-H-A-N,  
12 S-I-M-M-O-N-D-S.

13 I'm a parent of an 11th-grade student at NCA.  
14 And previously, my daughter went to LVA school. She had  
15 qualified to go to that school, which is actually one of  
16 the number one schools in Nevada. Actually United States.

17 And the very first day she was there, she was  
18 told by the counselor -- she'd just got in -- if she  
19 didn't pull her socks up, she would be out; she wouldn't  
20 last very long.

21 Every single day she was upset leaving that  
22 school. She was really going inwards, and it was  
23 horrible. And we made her stay there for a year because  
24 we said, "Otherwise, you're going to a regular school."

1           And anyway, we found the online school. We went  
2 to number of different -- saw previews for particular  
3 online schools. And we chose this one, and she  
4 flourished. She went from a C student to a As and Bs  
5 honorary student, and she's looking to go on to college  
6 and university.

7           She just loves her school. She loves working at  
8 her own pace. And she's a great kid because of this  
9 school. She's got so much confidence, and she does -- we  
10 want to keep this school open.

11           And I think it's wrong that you look at a school  
12 by saying -- they take everybody. Everyone they take;  
13 there's no one turned down.

14           Other schools turn students down if they don't  
15 think they're going to graduate and they're out. They'll  
16 counsel them out, is the polite word they use, which is  
17 wrong.

18           I want to keep this open. I'll do my best to do  
19 so. Thank you.

20           (Applause.)

21           SHARON SIMMONDS: Hi. My name is Sharon  
22 Simmonds. S-H-A-R-O-N, S-I-M-M-O-N-D-S. My husband just  
23 spoke mostly for us.

24           It was really difficult every day driving my

1 daughter to the brick-and-mortar high school for ninth  
2 grade. Every day, I would drive her there. And as I  
3 would drop her off, she would just be in tears and crying.  
4 And it was so difficult to push her out of the car and  
5 just say, "Go on. Just give it your best shot."

6 And we would see her grades just slide down. And  
7 when I would call the teachers there to ask, "Is there  
8 anything that you could do?" They would say to me that's  
9 my responsibility. I need to go home, and I need to teach  
10 her and go over everything that she had learned.

11 I'm not a teacher. I didn't have even have any  
12 of the materials there. They didn't send books home. So  
13 it was really difficult for me to help her. All I just  
14 saw her was just struggling along.

15 When we came to Nevada Connections Academy, the  
16 first start of it, it was a little bit difficult. She  
17 said, "I don't understand this." I could actually go on  
18 to computer, turn it on, and go through the lesson with  
19 her. I could see exactly the LiveLesson that was  
20 prerecorded and find out exactly what was being taught and  
21 to help her.

22 Now, I don't have to help her at all. All I have  
23 to help her now is deciding which college that she would  
24 like to go to.

1           She's in honors classes. She is flourishing and  
2 doing extremely well. If she were to have stayed at that  
3 high school that she was at, which was one of the top high  
4 schools here, there would be no way that she would ever be  
5 going to college. She wouldn't have made it.

6           And so I'm so proud to say that she will be in  
7 college and that you just have to keep this school open.  
8 There's so many kids that would not have been able to  
9 graduate or to follow in these kind of footsteps.

10          So please, consider keeping this high school  
11 open. Thank you.

12          (Applause.)

13          CHAIRMAN JOHNSON: Then we'll have Lisa Malabago,  
14 Kim and D.J. Arkerson, and then Jamie Smith.

15          LISA MALABAGO: My name is Lisa Malabago.  
16 M-A-L-A-B-A-G-O. I'm the manager of counseling services  
17 at Nevada Connections Academy. I manage a team of five  
18 licensed school counselors and six licensed high school  
19 teachers who work with our students.

20          My counselors do not counsel students away from  
21 our school. Instead, they review their transcripts. They  
22 put together graduation recovery plans. They talk to them  
23 about their post-graduation goals, and they show that they  
24 truly care and are concerned about their students.

1 I've had many students comment that they've never  
2 had a counselor care as much as they've seen their  
3 counselors care at NCA.

4 My academic success coaches, which are my six  
5 licensed teachers, work with our credit-deficient  
6 population. They call their students twice a month. They  
7 implement positive behavior interventions and supports.  
8 They provide tough love when needed. They hound those  
9 students when needed to hold them accountable for their  
10 work.

11 Their goal is to see those students achieve  
12 credits, but also achieve their future goals in life.

13 One of the things that really bothers me the  
14 most, as I've heard several times in these charter  
15 meetings, that we only see three or four out of ten  
16 students graduate from our school. So I want to kind of  
17 set the record straight on that myth. I'm going to talk  
18 about the six or seven that you're saying don't graduate.

19 Five of them from last year graduated in January.  
20 32 of them are graduating this June. Two of them are  
21 graduating this summer. Five are graduating next  
22 December. Three are graduating in spring. And only two  
23 of our 2,016 cohort kids that are currently enrolled are  
24 not likely to graduate.

1           So those kids are graduating. It's just not in  
2 that cookie cutter four years.

3           We cannot continue to not count students who have  
4 overcome great difficulties and earned their diplomas. We  
5 have to stop saying that kids who graduated late are  
6 nongraduates and stop punishing schools like NCA for  
7 taking kids who have no hope of graduating on cohort and  
8 are being literally pushed out of their schools.

9           We have to change the mindset of agencies who  
10 want to hold us accountable for credit deficiencies that  
11 happened at a local school.

12           I just enrolled a student this semester who  
13 completed three and a half years at his local school. He  
14 won't graduate in June. His new target is December  
15 of 2017.

16           The school who failed him will face no  
17 repercussions for him. We will have him added as a  
18 dropout, not because he's dropping out, but because he was  
19 pushed to us, we accepted him with open arms, and put  
20 together a plan to get him his high school diploma.

21           Voting to close NCA sends a message. It says  
22 education isn't worthwhile unless you finish in the  
23 cookie-cutter pattern, every student in four years.

24           On behalf of all of our late graduates that I

1 must say I'm very proud to work with, I say let us be  
2 counted.

3 (Applause.)

4 KIM ARKERSON: Hello. Kim Arkerson, my son D.J.,  
5 A-R-K-E-R-S-O-N. So this is my NCA story.

6 I am a mom and a teacher at Nevada Connections  
7 Academy. Over the course of my time here, I've heard  
8 countless stories, as you have today, of why some of our  
9 families look for another option for their children's  
10 education.

11 My child's school failed him. My child was not  
12 learning. I have no idea what my child was learning. My  
13 child was not in a good situation. No matter the story,  
14 my heart broke for these families, as yours may be today.

15 Every child deserves a good experience. Every  
16 child deserves a good teacher. This year, I found myself  
17 in a similar situation.

18 My fourth grader was regressing academically,  
19 socially, and emotionally. He was just going through the  
20 motions of attending school. He was, for lack of a better  
21 term, wasting away in fourth grade.

22 Regardless of multiple conferences or requests,  
23 my son's fourth-grade experience was miserable with little  
24 chance of improvement. At the start of the second

1 semester, my husband and I enrolled our oldest in Nevada  
2 Connections Academy. We immediately noticed the  
3 differences. More importantly, our son noted the  
4 differences.

5 His teacher treated him like he mattered. The  
6 curriculum was challenging and rigorous. The  
7 opportunities are endless. Field trips? Amazing.  
8 LiveLessons, electives, clubs, just so much at his  
9 fingertips with just a computer and a phone.

10 As a parent, it is my responsibility to make  
11 decisions that ensure that my children have the best  
12 possible experiences and are provided with a top-notch  
13 education. My son is now getting that because of our  
14 action.

15 It is the Charter Authority's responsibility, I  
16 quote, to ensure opportunities for learning and access to  
17 quality education. End quote.

18 Right now, NCA is providing this to so many  
19 families in Nevada.

20 (Applause.)

21 JAMIE SMITH: Jamie Smith, S-M-I-T-H.

22 Good morning, Chair Johnson, Authority members,  
23 and staff. Today we are here to discuss the future of  
24 Nevada Connections Academy, a school that I am proud to

1 work for and a school that has provided an excellent  
2 education for thousands of Nevada families since 2007.

3 NCA is unique because the school allows educators  
4 to work directly with students and families and define a  
5 personalized learning approach that will foster students'  
6 success, regardless of their circumstances, challenges, or  
7 past experiences.

8 The school provides a rigorous curriculum that  
9 places the emphasis on lifelong learning, technology  
10 skills, and the development of student grit.

11 The staff is dedicated to all students and their  
12 families and to bettering the educational opportunities  
13 for all Nevada students.

14 The fact we are here today to consider closing  
15 this school is disheartening and, frankly, sad. In my  
16 opinion, this body has taken an action based on not  
17 performance of the school as a whole, but on a single data  
18 point that has been demonstrated to be inaccurate at best  
19 and not compliant with recently accepted federal  
20 guidelines at worst.

21 Still, the most troublesome part of this hearing  
22 is that this body has not engaged this school or its  
23 stakeholders in any meaning way throughout this process.

24 As a school outreach coordinator, I've had the

1 opportunity to work directly with students, families,  
2 staff, and administration of NCA, and I have seen  
3 firsthand the hard work, dedication, and perseverance all  
4 involved with the school and put forth for students to  
5 succeed. Sadly, none of you have seen this.

6 I'd like to read from the Charter School  
7 Performance Framework constructed by the Authority staff  
8 and adopted by this body. In section 4 of the framework,  
9 the document outlines the best practices the Authority  
10 will take when reviewing school performance.

11 Paragraph 4 of section 4 reads: Site visits  
12 afford a sponsor with an opportunity to appreciate a  
13 qualitative aspect of the school not directly measured in  
14 ways other than observation or personal interaction.

15 The Authority has two types of official site  
16 visits: midterm review and targeted. The midterm review  
17 site visit is guided by a clear purpose and rubric that  
18 complements the quantitative findings.

19 To my knowledge, not a single member of this  
20 Authority nor its staff has visited the school throughout  
21 this process, nor have they attended any school functions  
22 or spoken directly with any teachers, parents, or  
23 students.

24 I have personally extended invitations to

1 virtually all of our school activities this year,  
2 including our Read Across America event in March which  
3 featured Coach Tony Sanchez and State Senator Julia Ratti  
4 reading to our students, our Champions Against Bullying  
5 kickoff event in October, our monthly Read to Succeed  
6 events, and our countless in-person tutoring and test  
7 preparation sessions.

8 Not only did nobody from the Authority or staff  
9 attend any of these events, but I never --

10 MR. PELTIER: Three minutes.

11 JAMIE SMITH: -- received a single reply of any  
12 kind to my invitations. Yet here we are.

13 MR. PELTIER: Three minutes.

14 JAMIE SMITH: The Authority is holding a hearing  
15 to close the school. Thank you.

16 CHAIRMAN JOHNSON: Thank you.

17 (Applause.)

18 CHAIRMAN JOHNSON: I'm going call our last four  
19 from down south. So Cheyenne Malley, Frank Malley,  
20 Veronica and Jessica -- and Jesse Berry, and Glenn -- I  
21 think that's Cat -- Cate? Rate? Glenn Raitt.

22 FRANK MALLEY: Hello. My name is Frank Malley,  
23 M-A-L-L-E-Y. My family has been with Nevada Connections  
24 Academy for seven years now. My girls weren't being

1 challenged in brick-and-mortar schools to the point where  
2 my younger daughter was a teacher's assistant in  
3 kindergarten and first grade.

4 We asked to move her up a grade so she could  
5 learn. During her first grade, she took a test to see how  
6 well she knew everything that a second grader knows at the  
7 end of their school year. She scored over 70 percent on  
8 it, and they were okay with having her waste her time in a  
9 classroom for another year, not learning anything, or at  
10 least knowing most of what was going to be taught to her.

11 I wanted my girls to be challenged so I looked  
12 into other options. Nevada Connections Academy was the  
13 answer to my educational problems. My girls are achieving  
14 so much more than they would have in any other public  
15 school.

16 The rigorous classes have benefitted my family  
17 more than I could have ever imagined. The teachers are  
18 readily available for students, and learning can be done  
19 at a faster pace, or kids can get help with an issue very  
20 quickly without having to wait till the next class  
21 meeting.

22 I also saw the scores compared to other schools  
23 and noticed our math scores were low compared to other  
24 schools. My girls haven't been able to take part in any

1 of these statistics because they are in advanced classes.  
2 If all of our GT students were allowed to take those  
3 tests, those scores would be much different. Thank you  
4 very much.

5 (Applause.)

6 CHEYENNE MALLEY: Hello. My name is Cheyenne  
7 Malley. C-H-E-Y-E-N-N-E, M-A-L-L-E-Y. And I love  
8 Connections Academy. Because of this school, I am able to  
9 study high school Chinese and American Sign Language.

10 (Speaking Chinese.)

11 CHEYENNE MALLEY: I've studied the Chinese  
12 language for seven years now. I'm three years ahead in  
13 math. I have finished two years of sign language this  
14 year, and I did second and third grade in one year, which  
15 means I am one year ahead of my peers to begin with.

16 I was able to do all of this because of Nevada  
17 Connections Academy. If I went to a regular school, I  
18 probably wouldn't have advanced my schooling at all. I  
19 wouldn't have had the opportunity to complete second and  
20 third grade in the same year. I wouldn't be three years  
21 ahead in math. I wouldn't be fluent in Chinese or study  
22 American Sign Language. I wouldn't have eight high school  
23 credits at 13 years old.

24 But I am able to do all of this because the

1 school allowed me to. Plus, because of this school, I  
2 will be studying Chinese at UNLV next year as a  
3 13-year-old high school freshman. This is why this school  
4 means so much to me.

5 (Applause.)

6 CHEYENNE MALLEY: And I hope, in the future, it  
7 will do the same for other kids like me.

8 (Speaking Chinese.)

9 CHEYENNE MALLEY: Thank you.

10 (Applause.)

11 VERONICA BERRY: Hi. My name is Veronica Berry.  
12 V-E-R-O-N-I-C-A, B-E-R-R-Y. My son Jesse was diagnosed  
13 with Asperger's syndrome while he was in third grade. The  
14 torment and bullying he had to endure while at traditional  
15 public school was more than any child is capable of  
16 handling.

17 As his mother, I was struggling with sending him  
18 to school because I knew what was happening and thought I  
19 had no choice because the teachers, counselors,  
20 administrators, and specialists all told me the same  
21 thing. With Asperger's, he lacked social skills, and if  
22 you take him out of public school, it will cause him more  
23 harm socially. So I did what I was told was the right  
24 thing to do.

1           His teachers really didn't know how to handle him  
2 because he didn't fit in. His desk was always located in  
3 the back of the room, sometimes facing the wall, sometimes  
4 behind something, so he wouldn't disturb the class.

5           His daily schoolwork was sent home with him to be  
6 completed with my help because the teachers didn't have  
7 time to help him complete it during class. So between  
8 third and sixth grade, I spent countless hours in  
9 classrooms, counselors' offices, deans' and principals'  
10 offices because the way he was treated by everyone, the  
11 staff included.

12           I knew when he entered junior high our journey  
13 was about to become more difficult, but we were in no way  
14 prepared for what was to come. The threats on his safety  
15 and his life became so much worse. I had to get police  
16 involvement because the administration, once again, failed  
17 him. As I found out later, he was considering ending his  
18 life to make it stop.

19           It was at that point, when I thought I had  
20 nowhere else to turn, I found Connections Academy. I  
21 didn't care that I was doing what all the professionals  
22 told me not to do. I had to protect him, and I enrolled  
23 him in Connections for seventh grade. He's now in 11th  
24 grade, and from day one, his life has changed.

1           Connections Academy literally saved his life.  
2           The rebuilding of his self-confidence has been a work in  
3           progress, and it continues to this day. He is excelling  
4           in school, has made new friends, and has a very active  
5           social life. He had none of this in traditional public  
6           school.

7           The threat of Connections Academy closing and our  
8           decisions to bring back all the bad memories associated  
9           with him attending traditional public school was not an  
10          easy decision at all. I've worked very hard to undo all  
11          the damage caused by him attending traditional public  
12          school.

13          I've spent nearly five years telling him that he  
14          never has to worry about going back to traditional public  
15          school again, and he doesn't have to worry about anyone  
16          ever hurting him. And he doesn't need to be afraid  
17          anymore.

18          Unfortunately, the memories and feelings have  
19          come flooding back to him. He talks daily about horrible  
20          things that were said and done to him. He talks about the  
21          feelings of depression and loneliness. He had horrible  
22          thoughts of ending his life.

23          He has nightmares about being bullied. Just  
24          driving past the middle school he attended causes him to

1 have panic attacks. We are reliving the nightmares that  
2 we thought were gone for good.

3 There's no way he could ever return to  
4 traditional public school. There are so many reasons why  
5 parents have chosen Connections Academy for their  
6 children. For us, and so many like us, the traditional  
7 public school has failed us.

8 MR. PELTIER: Three minutes.

9 VERONICA BERRY: For him, like many others, it's  
10 their last option. If you can make a difference in the  
11 life of one child, then it's worth it.

12 Our story is real, not a sad, pathetic --

13 MR. PELTIER: Three minutes.

14 VERONICA BERRY: -- story made up to tug at  
15 people's heartstrings like some would have you believe.

16 My son is going to graduate next year.

17 CHAIRMAN JOHNSON: Thank you so much. Three  
18 minutes.

19 (Applause.)

20 JESSE BERRY: My name is Jesse Berry, J-E-S-S-E,  
21 B-E-R-R-Y. I am in the 11th grade. I was taken out of  
22 traditional brick-and-mortar school and enrolled in  
23 Connections Academy after sixth grade for my safety.  
24 Never felt safe at school. Every day I was bullied. Life

1 was at risk. And they even -- and the principal even made  
2 excuses for trying to -- for people who -- for people who  
3 were bullying me. They did nothing to try and separate  
4 them from my classes. They were in the same class. They  
5 did nothing.

6 So taken out of school for my protection. Always  
7 felt like I had nowhere to turn in school because I had no  
8 friends. Some of my friends from elementary school have  
9 even turned against me. And this is where -- and I was  
10 about ready to -- I was about ready to end it, end it all.

11 I would be dropped off my near my first class  
12 when you hear the bell ring. I'd get to class as quickly  
13 as possible to prevent any bullying. And then I would --  
14 and then I would be picked up near my last class. We were  
15 both afraid of what has happened.

16 Ever since -- ever since I've enrolled in  
17 Connections Academy, I have started getting good grades.  
18 I go on a lot more field trips. I have friends, and I  
19 found my best friend. No more bullying. No more feeling  
20 unsafe.

21 I'm going to graduate next year from Connections  
22 Academy. And the teachers are so helpful, I wouldn't have  
23 been able to do it without them and my family. There is  
24 no way this would have happened in a traditional

1 brick-and-mortar school.

2 Please do not close this school and take away my  
3 chance of graduating because, without Connections Academy,  
4 there is no other option for me and others like me. If  
5 this school closes, my hopes and dreams will vanish -- my  
6 hopes and dreams of graduating will vanish along with this  
7 school.

8 (Applause.)

9 CHAIRMAN JOHNSON: As a reminder, if you are  
10 unable to finish your testimony in three minutes, you are  
11 able to submit it in writing, and we'll make sure the full  
12 submission is entered into the record. Thank you.

13 GLENN RAITT: Hi. My name is Glenn Raitt.  
14 G-L-E-N-N, R-A-I-T-T.

15 I had this whole speech all ready lined up for  
16 you. After hearing all the stories, one thing that we're  
17 not looking at here, schools right now are war zones. And  
18 many of us choose to have our children in a safe  
19 environment.

20 My son was a magnet student, gifted. By the end  
21 of the seventh grade he was failing. I got him out of it.  
22 I looked for other choices because he was shutting down.  
23 And this is what's happening all over the state, is the  
24 school systems are unable to handle so many students. And

1 they can't handle so many in a classroom.

2 My son went from 15 to 20 students in grade  
3 school to 45 students in a classroom. Teachers are given  
4 45 minutes to teach our children a lesson five days a  
5 week.

6 When these students, they go into middle school,  
7 are expected to excel at college rates and expected to  
8 change classes at college pace, by the time they actually  
9 settle down and actually can listen to a teacher, they've  
10 got a half an hour left to the class.

11 You have 45 minutes to teach these kids. That  
12 gives you, on an average, one minute per student. And if  
13 you have one student that needs to ask a question, they  
14 get told, "Go ask your group."

15 My son was in an at-risk school. The at-risk  
16 school we didn't find out that we enrolled him in was  
17 listed magnet school.

18 So you know, not putting race or any kind of  
19 minority type of thing in there, but you put a white kid  
20 in an at-risk school with a group that is made up of  
21 Hispanics and blacks, and you already set him up to fail.

22 When you send him to a teacher to ask a question,  
23 the teacher sets him up to fail and to be bullied by his  
24 own peer groups because he has to ask a question. Or you

1 have kids in an at-risk school that don't want to be  
2 there, and now you set him up to fail further.

3 My son, I can gladly say, is in 11th grade now.  
4 He scored 76 percent in the state in his SATs.

5 MR. PELTIER: Three minutes.

6 GLENN RAITT: I don't -- that's all I got to say.  
7 I ain't -- this is just bullshit.

8 (Applause.)

9 CHAIRMAN JOHNSON: All right. We'll take our  
10 next ten comments from the north. Danny.

11 MR. PELTIER: We have Theresa Norquist, Katy  
12 Phillips on behalf of Jenny Claypool, and Robin Hughes.

13 UNIDENTIFIED FEMALE SPEAKER: Hello. I'm reading  
14 on behalf of Aubrey Evitt Martin. A-U-B-R-E-Y, E-V-I-T-T,  
15 M-A-R-T-I-N. This is a kindergartner family.

16 We love NCA for so many reasons. My  
17 kindergartner and I have so much support in her schooling.  
18 LiveLessons are so helpful and give her a sense of  
19 independence. With NCA, we have the flexibility necessary  
20 to make our family run well.

21 My daughter has special needs so she has 17 hours  
22 of therapy alone. If she were in a bricks-and-mortar  
23 school, she would not be able to make it to all of her  
24 appointments, therapy, and still have time for fun.

1           It has been more than amazing to be able to see  
2 her and help her learn with NCA this year. I cannot  
3 imagine her going to another school and, quite frankly, do  
4 not want to. NCA is working for her and our family.  
5 NCA's teachers are amazingly helpful. They take the time  
6 to know her. That is priceless.

7           I can't ask for more from NCA's staff. I plan on  
8 keeping her enrolled throughout high school because I feel  
9 this is where she will flourish without any worry of the  
10 bad influences, bullying, and distractions that come from  
11 brick-and-mortar schools.

12           We need NCA to stay an option for our children.  
13 Not every child learns at the same pace or in the same  
14 way, and I've seen that NCA understands and supports that  
15 in the students.

16           I could go on much longer, but I'm pretty sure I  
17 got my point across.

18           (Applause.)

19           UNIDENTIFIED FEMALE SPEAKER: I'll be reading on  
20 behalf of Jenny Claypool. J-E-N-N-Y, C-L-A-Y-P-O-O-L.

21           Hello. I'm writing in response to the hearing  
22 that will be held on May 25th, 2017, by the Nevada State  
23 Public Charter School Authority. It is my understanding  
24 that this hearing will be to determine the future of

1 Nevada Connections Academy. I am not able to attend the  
2 hearing so I wanted to be sure my voice will be heard by  
3 the written word.

4 My son Luke is currently a sophomore in high  
5 school. He has attended schools in Dayton, Nevada since  
6 kindergarten. While he's always done fairly well in  
7 school, he has never thrived.

8 Upon entering high school, Luke's grades dropped  
9 dramatically, and he mentioned online school on more than  
10 one occasion. Luke's two older sisters did very well in  
11 the traditional school setting, but, unfortunately, his  
12 older brother decided to drop out of high school earlier  
13 this calendar year.

14 As distressing as this was for me, it also  
15 prompted me to look into other options for Luke so that he  
16 would not continue to follow in the path my older son was  
17 on.

18 I researched online schools and decided that  
19 Nevada Connections Academy was our best choice. While I  
20 was nervous about enrolling him and making such a change  
21 to his schooling, I also decided that finishing off the  
22 semester at NCA would give us both a good chance to  
23 determine if online school would be a good fit.

24 Wow. I'm thrilled. Luke has enrolled with

1 literally almost all Fs, and upon looking at his grades  
2 today, he has almost all Bs. He is doing his schoolwork  
3 religiously and participates in LiveLessons as well as  
4 teacher phone calls as needed.

5 I cannot be more excited to see the change in  
6 Luke's demeanor and thoughts about school and his comments  
7 about how much he enjoys his online platform. I am a  
8 hundred percent sure that I will reenroll him for the  
9 2017-2018 school year.

10 I was saddened to hear that NCA is under  
11 consideration for closure. From what I have read,  
12 graduation rates are suffering. I do not know the makeup  
13 of students enrolled in NCA, but I can bet that had it not  
14 been for this NCA opportunity, my son Luke would have most  
15 likely been a statistic like his brother.

16 I want to do what I can for Luke and also show  
17 others how powerful of a tool NCA can be under the right  
18 circumstances for the right students. Thank you.

19 (Applause.)

20 ROBIN HUGHES: My name is Robin Hughes.  
21 R-O-B-I-N, H-U-G-H-E-S.

22 I'm a special education teacher at NCA, working  
23 with students who are about to or should have already  
24 graduated. One of our sayings in special education is:

1 Progress, not perfection.

2 Two sad, pathetic stories come immediately to  
3 mind. Both came to us in what should have been their  
4 11th-grade year, but with credits of a 10th grader.  
5 Although they had been in high school two and a half  
6 years, each had only earned a year and a half's worth of  
7 credits. Why?

8 Even without learning disabilities or emotional  
9 issues, it's hard to find the dangling participle or  
10 multiply polynomials when you're stuck in a building,  
11 you're afraid to use the bathroom because who might be  
12 lurking there.

13 You will never be able to remember the name and  
14 function of each organ in the respiratory system or all 50  
15 state capitols if you are constantly distracted by other  
16 students in an overcrowded classroom, even if you don't  
17 have concentration issues.

18 In our setting, these two students were able to  
19 focus on their lessons and, in the end, were able to  
20 graduate with only one extra semester rather than two.

21 Is this progress? Yes. Is it perfection? Not  
22 by one data point.

23 Because they were able to complete coursework  
24 faster in our program, both were able to get full-time,

1 meaningful employment in the spring semester. One made  
2 money so his family could afford to live together rather  
3 than staying with various friends for financial reasons.  
4 The other worked full time at an animal hospital for  
5 practical experience before starting a vet tech program in  
6 the fall.

7           These are just two more examples of why virtual  
8 programs like ours are needed as an alternative for  
9 students who do not fit well in the traditional school  
10 setting.

11           All we are asking is that you judge us on our  
12 individual student's progress, not on the educational  
13 system's imperfections. Thank you.

14           (Applause.)

15           MR. PELTIER: Alison Thomas, Sarah Jones, Ashley  
16 Anderson on behalf of Beverly Cather.

17           ALISON THOMAS: Hi. I'm Alison Thomas. I'm  
18 in -- A-L-I-S-O-N, T-H-O-M-A-S.

19           I'm in my eighth year as an elementary teacher  
20 for Nevada Connections Academy. I love all of the  
21 testimonials you are hearing about our school and how we  
22 impact families on a daily basis. But I want to take a  
23 moment to tell you about our staff.

24           These folks gathered here and down in Las Vegas

1 are truly an amazing bunch of people. Inside the fabric  
2 of NCA, you have life-long educators, recent college  
3 graduates just starting their careers, folks who came to  
4 teaching after other rewarding jobs, and an administrative  
5 team that cannot be beat.

6 These individuals bring passion, creativity, and  
7 diversity to the table. And because we are a unique  
8 K-through-12 school, teachers collaborate in a way that  
9 just can't happen at most schools. Our students are all  
10 of our students, and every family is ours.

11 There are no closed classroom doors at NCA. We  
12 work together across grade levels to tackle technology  
13 proctor state testing, and facilitate field trips. We  
14 also work together to support our families and to support  
15 each other.

16 Teachers and staff at Nevada Connections Academy  
17 are committed. They are truly amazing, and despite the  
18 longevity of this fight to keep our doors open to  
19 students, it has not slowed us down. I would argue it has  
20 actually made us even stronger.

21 I am so grateful to Nevada Connections Academy  
22 for the opportunities it has provided me and my family.  
23 When I think back to when I finished my student teaching,  
24 I applied for 74 jobs in the Washoe County School

1 District, and I didn't even get a chance to be  
2 interviewed.

3 I remember seeing tenured teachers lock  
4 themselves in their rooms, refusing to update their  
5 curriculum or teaching methods, and just hanging on for  
6 retirement, while I would have given anything at the time  
7 for a job. But now, nearly nine years later, I am so glad  
8 that didn't pan out.

9 Nevada Connections Academy took a chance on me,  
10 and I am forever grateful. This school has changed my  
11 life, and as you have heard over and over again, it has  
12 changed the lives of many. Please do not close our  
13 school. Thank you.

14 (Applause.)

15 SARA JONES: Hello. I'm Sara Jones, math and  
16 science teacher, and I am reading on behalf of Lisa Moore,  
17 Christian Moore, and their students Logan Moore in 11th  
18 grade and Daylan Moore in seventh grade.

19 Six years ago, my oldest son just finished up his  
20 fifth-grade year. His teacher at the time was a  
21 kindergarten teacher, never taught fifth grade, and was  
22 totally incompetent. She would lose homework assignments  
23 and would group my son with slower learning students all  
24 the time.

1           My son is gifted and would often come home bored  
2 and frustrated. My son is not opposed to helping those  
3 that need extra help within his classroom, but it was  
4 consistently happening. In fact, the school he attended  
5 would not even take the time to test him as gifted, even  
6 though all of his teachers agreed he was.

7           There wasn't time nor the energy to put him where  
8 he needed to learn. Where we live within Washoe County,  
9 the sixth grade students go to a middle school. For a  
10 zoned middle school, it is way overcrowded, as is our high  
11 school, Damonte Ranch.

12           My second son is also gifted and is one of those  
13 students who loves to manage his time wisely and get his  
14 work done, while getting straight As while he's doing it.

15           We pulled both of our boys into Connections  
16 Academy because we loved the idea the boys could work how  
17 they need to without getting pulled down to the majority  
18 of their classmates' level, which ultimately slows their  
19 learning as well.

20           Their classrooms are now functioning, not  
21 overcrowded, and side with teachers who have nothing but  
22 my boys' interests at heart. We just now learned that the  
23 Washoe County School District is in a \$40 million  
24 shortfall. There is now really no solution to resolve the

1 shortfall other than to fire teachers, larger classrooms,  
2 and cut benefits.

3 Why would we subject our kids to that kind of the  
4 learning environment? Why would you subject my kids into  
5 that kind of learning environment?

6 We have loved our time with NCA. My oldest son  
7 is now a junior in high school, a National Honor Society  
8 student, and is looking forward to his future. He will  
9 now thrive in college, thanks to the classes, teachers,  
10 and lifestyle he's been studying in for the last six  
11 years.

12 My second son is also learning to be in charge of  
13 his schedule, prioritizing, working on his own, and asking  
14 questions by calling and speaking to his teachers. He is  
15 learning to stand up for himself about how he learns and  
16 understands. All important traits of a productive  
17 society.

18 They are no longer just data numbers on a testing  
19 day. They feel important and cared for. I, as the  
20 learning coach, can be part of their learning and growth  
21 in such a way that I couldn't without offending teachers  
22 and administration.

23 Some of the stories you're hearing about students  
24 and families within the school are about those that need

1 help and have learning disabilities. These children need  
2 the school.

3 Our story is different from the standpoint we  
4 needed the school because our zone schools were and still  
5 are failing us.

6 School choice is a blessing. Families are the  
7 cornerstone of any community, and this school allows the  
8 much-needed support of family. The teachers and  
9 administration here have become family. My kids are and  
10 will be the success stories of this school.

11 Closing this school because you all are not  
12 looking at the correct numbers will be taking the success  
13 of thousands of kids and families. Do you really want  
14 that resting on your shoulders? Thank you.

15 (Applause.)

16 ASHLEY ANDERSON: Hello. My name is Ashley  
17 Anderson, A-S-H-L-E-Y, A-N-D-E-R-S-O-N. And I am reading  
18 a statement prepared by one of our parents, Beverly  
19 Cather. That's B-E-V-E-R-L-Y, C-A-T-H-E-R. She is a  
20 parent to a student who has been enrolled with us for a  
21 number of years and is graduating this school year, one  
22 year ahead of schedule.

23 I would like to know if this board is just  
24 looking at the numbers, or do you look at all the facts to

1 see why the graduation rates are not up to your standards?  
2 While being with the school for the last four years, I  
3 have seen more parents involved with their child's  
4 progress and development than any brick-and-mortar school.

5 There are so many students that will lose getting  
6 an education if you close the school down. I have not  
7 seen any other school, brick-and-mortar or online, that  
8 cares so much about the children as Nevada Connections  
9 Academy has.

10 As a parent of a student with severe social  
11 anxiety, this school has welcomed us with open arms and  
12 cared enough to work with her to help her overcome some of  
13 the anxiety she has had.

14 There are so many families that go to this school  
15 that are pretty much tossed to the side from other  
16 brick-and-mortar schools, as well as other online schools,  
17 because of an illness or are deemed as a problem student  
18 that cannot graduate in the allotted time the State has  
19 set.

20 Some students use this school as a tool to get  
21 back on track so they can graduate with their friends at  
22 their previous brick-and-mortar school. NCA does not turn  
23 them away because it will lower their graduation rate.

24 Even so, the child and family are welcomed with

1 open arms and works with them to meet their goals. And  
2 unlike some other charter schools, NCA does not have a  
3 waiting list to be enrolled into the program.

4 As a parent, I do not have to worry if my child  
5 is safe from harm as I had in a brick-and-mortar school  
6 without the emotional and/or physical bullying, weapons  
7 such as guns and knives, drugs and alcohol; or if the  
8 school is going to be on lockdown because another child  
9 has snapped from being bullied.

10 The staff and faculty have been there for my  
11 child, for any child or family that needs help with their  
12 problems, be it schooling or personal, whereas most  
13 brick-and-mortar schools are deterred from helping if it  
14 does not pertain to school.

15 My point today is that families that are -- that  
16 there is no help for their children to get good education  
17 because of some sort of event in their lives, NCA has  
18 given us back that hope and has shown it's not all about  
19 numbers and ratings. It's about the passion of helping  
20 that child to be successful.

21 These are some of the facts I, as well as other  
22 parents, would like you to consider before you vote.

23 Thank you.

24 (Applause.)

1 MR. PELTIER: All right. The last four of the  
2 north for this round, Gina Hames, Ben Caves, Eric  
3 Nunamaker, Jaime Starrh.

4 GINA HAMES: Good morning. My name is Gina  
5 Hames, G-I-N-A, H-A-M-E-S.

6 I'm sure that the board members here care about  
7 students and their education. But pursuing the closure of  
8 Nevada Connections Academy, an actual high-performing  
9 school despite the distorted graduation data, indicates  
10 otherwise.

11 Our school provides an excellent education, not  
12 only for the on-track, high-achieving students, but  
13 especially for the many students facing myriad challenges  
14 and who have been let down by their brick-and-mortar  
15 school.

16 My job includes biweekly contact and support with  
17 those credit-deficient students that are bringing down our  
18 graduation rate. We are helping them succeed.

19 In their brick-and-mortar schools, nobody took  
20 the time to talk to them, to develop a relationship with  
21 them, and to help support them in being successful in  
22 their education.

23 These students have debilitating health issues.  
24 I have two students with brain tumors, just as an example,

1 other disabilities, and health issues. They can't attend  
2 a brick-and-mortar school.

3 Some of my students are already parents. They  
4 have children to take care of. Some of them have jobs  
5 that are necessary to support their families. Some of  
6 them have moved so much that they're incredibly behind.  
7 Some of them are homeless.

8 None of the students have received the support or  
9 the care from their brick-and-mortar schools, but they  
10 come to us, and we provide that support and opportunity to  
11 complete their education.

12 What if it was your child who was diagnosed with  
13 a debilitating illness and fell behind or could not attend  
14 a school? What if it was your child who could not attend  
15 a traditional brick-and-mortar school, for whatever  
16 reason? What if it was your student who needed to visit  
17 out of state regularly just to maintain a relationship  
18 with a noncustodial parent?

19 Maybe it would be better for the Charter  
20 Authority to redirect efforts towards changing how the  
21 graduation rate is calculated. Maybe you should welcome  
22 the dedication and drive of students who continue to study  
23 and learn, even though it might take an extra semester, an  
24 extra year, or even an extra two years.

1           Public school is funded to age 21, and our school  
2 is obligated to enroll these credit-deficit students. So  
3 why aren't they counted?

4           Perhaps instead of close-mindedly trying to shut  
5 down NCA, you could please take a step back from this  
6 agenda and see how successful NCA truly is.

7           MR. PELTIER: Three minutes.

8           GINA HAMES: Our kids are at stake.

9           (Applause.)

10          BEN CAVES: My name is Ben Caves, B-E-N,  
11 C-A-V-E-S. This is our first year at NCA. It has greatly  
12 exceeded my expectations.

13          All of my teachers are extremely kind, helpful,  
14 and encouraging. This school has allowed our family to  
15 have the reliability of a public school education without  
16 the side effects of a traditional brick-and-mortar school.

17          My brother and I have been home schooled for the  
18 last five years, and so we were quite apprehensive about  
19 transitioning directly to a large public school. However,  
20 as I entered ninth grade and my brother entered seventh  
21 grade, our parents did not want to be solely responsible  
22 for our education, and so NCA was the perfect option.

23          I know from talking with my fellow students that  
24 they, too, rely greatly on NCA for their education.

1     Though I will not say their names for privacy's sake, I  
2     have personally talked with kids who cannot attend  
3     traditional public school because of bullying, illness, or  
4     simply because they do not fit in. All of these kids are  
5     great people, and I have befriended many of them.

6             NCA is like a haven where these kids can learn  
7     and flourish. I cannot tell you how many kids I see  
8     saying that the teachers and other students are so kind  
9     here. And they are absolutely right.

10            NCA is more than just a school. It is a  
11    community where everyone supports each other, where  
12    everyone looks after each other. All of these families  
13    should have the right to be here. It is what makes our  
14    country so special, that people have the right to choose.

15            NCA is an incredible option for so many families.  
16    So please keep this school open for me and for everyone.  
17    I feel blessed to be a part of this community, and I hope  
18    with all my heart that this community will continue to be  
19    an option for the people of Nevada. Thank you.

20            (Applause.)

21            ERIC NUNAMAKER: My name is Eric Nunamaker.  
22    N-U-N-A-M-A-K-E-R.

23            I just want to take a moment to thank the board  
24    for the work that they do. We appreciate your concern for

1 our students and the Nevada schools in general.

2 It is my intention to defend our school a little  
3 bit today from a symptom that I think has affected all of  
4 our Nevada schools. And that is the failure, in this  
5 case, to accurately account for our students' progress in  
6 all of our schools and to get that accounting a better  
7 system of identifying.

8 Right now we're using measures of data that are  
9 too far out on our perimeter, and we're not seeing the  
10 real truth within.

11 My wife and I are the parents of two kids in  
12 Connections Academy. The first one graduated and just  
13 completed his first year at UNR in his kinesiology degree  
14 with straight As. A 4.0.

15 I asked him, "It's a wonderful accomplishment.  
16 How did you do this?"

17 And his response, and I requote, is, "I'm not  
18 super brilliant. I just learned how to work hard and  
19 learned how to learn from my teachers and classes at  
20 Connections Academy."

21 We also have a daughter who is concerned about  
22 the close of her school as well. When I talked to her  
23 about this, I asked her what was valuable about  
24 Connections Academy to her. And she said, "I learned

1 self-discipline, and now I have control of my life."

2 Our school not only provides the high-quality  
3 curriculum which allows our students to excel, but more  
4 importantly, it excels our students' ability to learn.  
5 And that is especially important for those students that  
6 have suffered a disadvantage.

7 We've heard this disadvantage referred to as  
8 pathetic stories. But I assure you, that is not fiction.  
9 This is real situations, and our students face them every  
10 day.

11 Our school takes all students, the struggling,  
12 the standard, and the super brilliant. And it does what  
13 Connections Academy does so well, and that is to amplify  
14 their capacity. In short, our school empowers our  
15 students.

16 But it's being overlooked and not acknowledged at  
17 all because of cold perimeter assessments.

18 Al McDonald was an engineer and an executive at  
19 Morton Thiokol when the space shuttle Challenger exploded  
20 shortly after liftoff. And I want to close with a quote  
21 from him. It says -- let's see if I can find it.

22 "In my entire career, I've never, ever heard a  
23 dumb question. I've heard a lot of dumb answers."

24 Our honest question is: How can we account for

1 our students' and school's progression accurately?

2 Please, in your deliberations and in your  
3 considerations today, I implore you not to reply with the  
4 dumb answer of closing our school, which would only halt  
5 the progress of thousands of students, teachers, and  
6 administrators and continue to punt this issue around from  
7 school to school.

8 MR. PELTIER: Three minutes.

9 ERIC NUNAMAKER: Please keep our school open and  
10 let our students excel. Thank you very much.

11 (Applause.)

12 JAIME STARRH: Good morning. My name is Jaime  
13 Starrh, J-A-I-M-E, S-T-A-R-R-H. And I'm here to discuss  
14 why we're going to NCA.

15 This is our first year here. My son, who is in  
16 fifth grade, had a routine appendectomy and has since  
17 suffered severe complications, has had four additional  
18 surgeries, and has been diagnosed with chronic pain and  
19 chronic issues that will follow him for his lifetime from  
20 this one surgery.

21 He missed 78 days of school so we had to find  
22 another option for him that would allow him to succeed --  
23 he was an honor student, straight As -- and allow him to  
24 continue to excel. And this has been the perfect

1 opportunity for him.

2 He can continue to go to school and work at his  
3 pace. He has to go to treatment out of state, but this  
4 allows him to work ahead on the days he has to go out of  
5 state and still stay caught up with his class, caught up  
6 with his lessons, and not ever miss anything.

7 And he's still going to be GATE tested and be  
8 able to go and be able to succeed at a higher rate than he  
9 would if he had missed that many days at public school.

10 My daughter is in seventh grade, and she was  
11 having issues at school with other students, being  
12 bullied, and she hated school.

13 This format has allowed her to excel, allowed her  
14 to have one-on-one interactions with her teacher and  
15 regain her confidence in school again. And she has been  
16 excited about school again, and it has made a world of  
17 difference for us.

18 I believe this format also helps our students to  
19 excel in college because this is what college is going to  
20 now. College is now an online format where you need to be  
21 able to be accountable for yourself and learn to pace  
22 yourself in order to succeed. And that's what our  
23 students are being able to do.

24 Nobody is holding their hands to show them how to

1 do it. There is a certain amount of self-discipline  
2 involved in this format, and I believe it's raising good  
3 students and good people.

4 And I would hate to lose this opportunity for the  
5 future of Nevada students because I believe this is what  
6 more people need to turn to in order to succeed as the  
7 schools get worse and worse in our state.

8 Thank you for your time.

9 (Applause.)

10 MR. PELTIER: Chairman Johnson, if it would be  
11 okay with you guys down there, a break for the court  
12 reporter may be in need.

13 CHAIRMAN JOHNSON: Yes. Now is the tenth person  
14 up in the north so we will take a break for -- we'll take  
15 a five-minute recess. Is that enough, Danny?

16 MR. PELTIER: Yes, that will do.

17 CHAIRMAN JOHNSON: All right. We'll take a  
18 five-minute recess, and we'll come back and do the third  
19 ten here in the south.

20 (Recess taken.)

21 CHAIRMAN JOHNSON: So we'll take our first three  
22 back here in the south. Rhiannon Greiner, Rikki Greiner,  
23 and then Michelle Spiger.

24 RHIANNON GREINER: I'm Rhiannon Greiner.

1 R-H-I-A-N-N-O-N, G-R-E-I-N-E-R.

2 I am a past student and an older sister to a  
3 student at Connections Academy. I previously had gone to  
4 a performing arts academy school here, and I had  
5 dislocated my kneecap, and I couldn't do my major anymore.

6 I was given the option of doing online schooling  
7 or public schooling, and I wanted to go back to public  
8 school. I went to my public school, because they said I  
9 was breaking my contract with my private school, that I  
10 could not attend their school until the next year.

11 So I went to another online school that wasn't  
12 Connections Academy, and they didn't help me, and my  
13 credits suffered.

14 My 11th-grade year, I went to Connections  
15 Academy. My grades did great. I soared with flying  
16 colors through that school. But because I wanted to  
17 finish my senior year at a traditional high school, I did  
18 so.

19 And kids like me who want to go a traditional  
20 high school their senior year should be able to without  
21 knowing that a school that helped them so much is getting  
22 closed down. Just because I didn't graduate with them,  
23 they're suffering. But they helped me, and they helped my  
24 little brother.

1           He cannot go to a public school. He has  
2 ulcerative colitis, and he spends a lot of time in and out  
3 of the hospital. He got held back in eighth grade due  
4 this. He's spent so much time in and out of the hospital  
5 that I want to be there for him, but due to public school,  
6 I can't. I can't be there for him.

7           My freshman year, he had a routine procedure but  
8 was put into the hospital for a week. I wanted to leave  
9 to see him to make sure he was okay. And I was told that  
10 if I left and didn't turn in my project, I would have  
11 failed that class. So they want me to put a project over  
12 the life of my brother. And the public school system  
13 shouldn't do that.

14           Connections Academy let me do my schoolwork by  
15 the side of my brother. They understood that if I was  
16 helping take care of him when my mom was working to  
17 provide for us, they understood if a project would be  
18 turned in late.

19           And I just want to say that they shouldn't have  
20 to suffer because I wanted to go to a traditional high  
21 school, so I could have a traditional prom or a  
22 traditional yearbook. It shouldn't be their fault.

23           You guys should be looking at the grades and the  
24 testing scores of the kids who actually are succeeding in

1 elementary school, middle school, and even up to 11th  
2 grade. It shouldn't be on graduation rates. Thank you.

3 (Applause.)

4 RIKKI GREINER: Hi. I'm Rikki Greiner.

5 R-I-K-K-I, G-R-E-I-N-E-R. I'm here because my son,  
6 Brendon, back in 2013, was diagnosed with UC. He was  
7 finishing his -- it was the summer before he went into  
8 eighth grade. He started eighth grade at a  
9 brick-and-mortar school. He wasn't always excited about  
10 school, but he always went.

11 About a quarter way into his eighth-grade year,  
12 he started having extreme difficulties, ended up missing  
13 over half of a year of his eighth-grade year due to  
14 medical issues. He has ulcerative colitis, and he was  
15 hospitalized quite a few times.

16 So they told us he was going to fail, and they  
17 would -- that we needed to find something else for him  
18 because, obviously, a brick-and-mortar school wasn't for  
19 him at this point.

20 So after doing some research, we found  
21 Connections Academy, and it's been his lifesaver and ours.

22 Back in November -- he's been there since 2014.  
23 He finished his eighth grade year. They held him back  
24 since he had missed so much of regular school. He

1 finished his eighth grade with A and Bs. He is now a  
2 ninth-grade student and finishing that up. He's actually  
3 almost done with all of his classes because he likes  
4 learning this way.

5 Back in November, from November through January,  
6 he was hospitalized pretty much consistently for having  
7 his colon removed and then complications after that.

8 Without the ability to have Connections Academy  
9 to be able to continue his schooling, he would be  
10 repeating -- he would be losing all of his credits for  
11 ninth-grade year, with his teachers, who called while he  
12 was in the hospital, who were actually concerned about the  
13 fact that he wasn't getting things done as usual.

14 In a brick-and-mortar school, he never had  
15 teachers care. He was just a student, and because he  
16 wasn't supremely gifted or really low on the bottom, he  
17 was in the middle, and I was lucky if they even knew who  
18 he was.

19 Here, the teachers actually called with concern  
20 when he was wasn't getting things done. His counselors  
21 called to make sure that he was going to be okay. And  
22 then all of his teachers worked with us on completing work  
23 for that semester so that he didn't lose out on credits  
24 because he was stuck in the hospital.

1           Without NCA, he wouldn't be getting an education  
2 because he can't go to school. He can't sit in a  
3 classroom for hours without having to get up to use the  
4 restroom 20 times. And not to mention --

5           MS. OSBORNE: Three minutes.

6           RIKKI GREINER: -- getting bullied and picked on  
7 at school because -- so please, don't close them down. He  
8 needs it. Thank you.

9           (Applause.)

10          MICHELE SPIGER: Hi. My name is Michele Spiger,  
11 M-I-C-H-E-L-E, S-P-I-G-E-R. I'd like to thank you for  
12 listening to me today.

13          My daughter Tessa is a sixth grader at  
14 Connections Academy. She started with online school in  
15 the beginning of her fourth grade year. I have two other  
16 daughters that go to a brick-and-mortar school. Now, this  
17 is a junior at a magnet school, but my middle daughter is  
18 a freshman at our zone school.

19          So I have three kids, three different types of  
20 schools, all of them excelling, all of them are straight  
21 As, and all exceeding expectations on state testing. I'm  
22 actually a pretty proud mom.

23          But why would I go to the hassle -- and sometimes  
24 it is kind of a hassle -- of sending my kids to three

1 different kinds of schools? Well, that's because they're  
2 three unique individuals with three distinct learning  
3 styles. And because of that, school choice and options  
4 that meet the needs of individual students should be  
5 protected.

6 My daughter started at Connections Academy  
7 because the unique learner that she is. She faced  
8 challenges with hearing due to misdiagnosed ear infections  
9 and problems with her eyesight due to ocular motor  
10 dysfunction.

11 She started behind in a brick-and-mortar school,  
12 was misunderstood often, and fought her way to catch up.

13 She did go from being in the lowest reading score  
14 her first-grade teacher had ever seen to a perfect CRT  
15 reading score in third grade. But it was costing her.  
16 She spent most of her recesses inside. She got to school  
17 early and stayed late because she simply needed more time.

18 Time is in short supply in the brick-and-mortar  
19 classroom on a good day. Throw in a field trip, fire  
20 drills, STEP testing, spirit weeks, and assemblies, it's  
21 even harder to come by.

22 Now, at Connections Academy, she has time to read  
23 every single page of her textbooks twice, and she actually  
24 does that because that's the kind of learner she is. She

1 also has the time to jump on the trampoline or run around  
2 outside in between lessons.

3 She is thriving in this school, and I could tell  
4 you all the wonderful ways this online school has  
5 benefited her. Like, for example, in her middle school  
6 experience, she's been able to take electives like sign  
7 language, Spanish, and digital arts, where her zone middle  
8 school, she's got band, choir, and explorations to choose  
9 from. She's also in gifted and talented classes and is  
10 two years ahead in her math class.

11 But I only have a few minutes so there's one more  
12 thing I'd like to say. Our neighborhood high school where  
13 I have another daughter who is a freshman was featured in  
14 the news just a few weeks ago for having multiple fights  
15 in one day. My freshman, who was there, witnessed this,  
16 and one is in very close proximity to her. And it really  
17 shook her up.

18 I don't understand how 40 kids in an overcrowded  
19 classroom in an overcrowded school can be a better  
20 alternative. If her high school gets any more dangerous  
21 or my daughter continues to feel unsafe, I want to have an  
22 options like Connections Academy so she can continue to  
23 take AP classes and can get a quality education that's on  
24 par to be state tested -- as a home schooler, she wouldn't

1 be held to the same to the standards as she is at  
2 Connections Academy.

3 MS. OSBORNE: Three minutes.

4 RIKKI GREINER: So I urge you, consider the  
5 stories and look beyond this data that doesn't tell the  
6 whole story. Please don't close our school. Thanks so  
7 much for your time.

8 (Applause.)

9 CHAIRMAN JOHNSON: Just to make note, there are  
10 two other microphones just in case it's easier for someone  
11 to reach the other two.

12 Next three, we have Tessa Spiger, Maima  
13 Benjelloun -- Benjamin? Benjelloun. Excuse me, and then  
14 Katelynn Abbott.

15 TESSA SPIGER: Hi. My name is Tessa Spiger.  
16 That is T-E-S-S-A, S-P-I-G-E-R.

17 Before I went to Connections, I was always behind  
18 in my work. I used to be weeks behind, which caused me to  
19 never truly understand what I was learning. And I was  
20 always trying to catch up.

21 When I started Connections, my grades improved.  
22 I was able to take the time to really learn my subjects  
23 and not skim through them. I began to truly understand  
24 what I was learning.

1           Also, I am a better person because of  
2 Connections. Every time I take a district survey, it has  
3 asked questions like: Have you seen a student pulling a  
4 knife? Because at brick-and-mortar schools, stuff like  
5 that can actually happen.

6           I am less likely to be affected by peer pressure  
7 because of Connections. My sisters go to the  
8 brick-and-mortar school and are surrounded by foul  
9 language and bad influences all day long. Connections  
10 Academy has been nothing but good for me and many others.  
11 And it would be a tragedy if that goodness closed down.  
12 Thank you.

13           (Applause.)

14           MAIMA BENJELLOUN: Hi. I'm Maima Benjelloun,  
15 M-A-I-M-A, B-E-N-J-E-L-L-O-U-N. I am also a new appointed  
16 board member, but today, I am a parent first. And for  
17 that reason, my husband is going to speak on my half and  
18 on behalf of our children.

19           (Applause.)

20           JAOUAE BENJELLOUN: Good morning, chairman and  
21 board members. My name is Jaouae Benjelloun, spelled  
22 J-A-O-U-A-E, B-E-N-J-E-L-L-O-U-N. I'm a father of six  
23 children.

24           Eleven years ago, I was in introduced to

1 Connections Academy in Pennsylvania.

2 Excuse me. Can I have your attention, please?

3 You have given me three minutes to speak so I need you to  
4 look me in the eye and listen to me. It's very important.

5 (Applause.)

6 JAOUAE BENJELLOUN: Do not be looking at your  
7 computer. I'm going to tell you my story.

8 I have six children, one of whom graduated at the  
9 age of 14. He became the student body president of UNLV.  
10 He has a bachelor. He is pursuing a Ph.D.

11 My daughter graduated at the age of 16. She's a  
12 psychology major, and she's about to graduate.

13 My 16-year-old graduated at 16, and he's majoring  
14 in electronic -- electrical engineering, honor college.

15 And you're still looking at your computers.  
16 Thank you so much. You are still looking at your  
17 computer, and you don't want to listen. It's very  
18 important.

19 My 15-year-old, she's standing right there. She  
20 did four years in high school in one year.

21 The problem we have as parents and students and a  
22 board member, I want you to answer a question for me.  
23 What makes a school a great school? You know the answer?  
24 It's giving the opportunity.

1           Connections Academy give opportunities to  
2 students like my children who excel very well and to those  
3 who do not have a chance.

4           So if you are making your decision based on  
5 numbers, you are completely wrong, and you need to look  
6 how graduate at your high school, how to graduate at your  
7 college, and how you are sitting in that place because you  
8 must have received a chance and an opportunity.

9           Don't close this school. Thank you.

10          (Applause.)

11          KATELYNN ABBOTT: Good morning. My name is  
12 Katelynn Abbott. K-A-T-E-L-Y-N-N, A-B-B-O-T-T.

13          Before I start, I would like to read a letter  
14 from a parent who could not make it here today. Her name  
15 is Cheryl Tracy, C-H-E-R-Y-L, T-R-A-C-Y.

16          Hi. My name is Cheryl Tracy, and I am a  
17 grandmother, caregiver and learning coach for Kayla Tracy.  
18 Kayla used to attend Brown Middle School where she learned  
19 numbers --

20          MS. OSBORNE: Can you please slow down a little  
21 bit for the court reporter, please. Thank you.

22          KATELYNN ABBOTT: Yes, ma'am.

23          She learned numbers like 420 and 69, which are  
24 not numbers a 12-year-old old lady should know. Her

1 grades were Cs and Ds.

2 Kayla hated school. She hated being around  
3 people. Kayla suffers from PTSD and severe anxiety  
4 attacks. The PTSD was a direct result of witnessing a  
5 domestic violence assault. While she was not involved in  
6 the assault, she did see my husband, her grandfather, be  
7 attacked by a family member.

8 Since enrolling Kayla at Nevada Connections  
9 Academy, Kayla enjoys school. She actually likes speaking  
10 to her teachers. Her grades are As and Bs. She does her  
11 work with no reminders or arguments. She is on the Honor  
12 Roll. She is student of the month. She's flourishing  
13 now.

14 If you close Nevada Connections Academy, Kayla  
15 would fall into a depression and her grades would bottom  
16 out. I cannot plead with you enough to please keep our  
17 school open.

18 Kayla starts high school next year, and she truly  
19 needs this school to finish her education. We are in the  
20 process of training a PTSD service dog which actually gets  
21 Kayla to leave the house. If the dog were fully trained  
22 or Kayla felt comfortable, she would be attending this  
23 meeting.

24 Personally, I am having some health issues that

1 will require ASAP surgery or I would be there today as I  
2 had planned to be. Please accept this letter as my  
3 request to the board in lieu of my attendance.

4 Sincerely, Reverend Cheryl D. Tracy.

5 (Applause.)

6 KATELYNN ABBOTT: Her story is unique, but it's  
7 not the only one. And this is a short-term consequence.  
8 I am teaching my students short-term versus long-term  
9 consequences of economics, but it applies to our entire  
10 life.

11 Short-term consequences are a lot of what you're  
12 hearing today, but I beg you to think of the long-term  
13 consequences.

14 My parents don't have high school education. My  
15 father doesn't read very well. I learned at a young age  
16 to refinance our house because somebody let him slip  
17 through the cracks. He worked twice as hard, and I've  
18 worked twice as hard.

19 And if I was able to focus on school as he had  
20 attended -- as he had intended and not have to have worked  
21 to help pay bills, college entrance fees, AP exams, if he  
22 had the proper education that I am begging you to give  
23 these children, I would not have been working since I was  
24 15 and held three jobs.

1 I beat a statistic because I've worked hard, and  
2 I had a great father and mother who beat the odds. But  
3 that's not possible for everybody. A choice is an option  
4 that they should be given. If my father was given a  
5 choice and if he could read words and have basic economic  
6 awareness, I guarantee you that I would not have had the  
7 three jobs and would have had a childhood, which I did not  
8 get to experience.

9 So let's give our children, your children, our  
10 grandchildren, and future children, please give them the  
11 choice of a proper education so that they can enjoy their  
12 childhood and their future. Thank you.

13 (Applause.)

14 CHAIRMAN JOHNSON: All right. We're going to  
15 read the last four.

16 I have Suzanne Galliher, Courtney Kelly, Levette  
17 McEavey, and then this is Christine Dzarnoski. Thank you  
18 so much.

19 SUZANNE GALLIHER: Hi. My name is Suzanne  
20 Galliher. S-U-Z-A-N-N-E, G-A-L-L-I-H-E-R. I am an eighth  
21 grade special ed teacher. I have a parent that has not  
22 been able to make it and she's asked me to read this  
23 letter for her. It's Catelind White. C-A-T-E-L-I-N-D,  
24 W-H-I-T-E.

1           CCSD has been in decline for decades, but it hit  
2 a milestone in 2016, becoming the lowest-ranked school  
3 district in America. It shames me, and should shame you.

4           The children coming up today in Clark County live  
5 in a high-tech world, and we're facing them through an  
6 antiquated system that has changed little since the 19th  
7 Century. The world has changed. Our schools must change.

8           My sixth grader has been enrolled in Connections  
9 Academy only since last September, but her entire  
10 educational environment has been virtual. Having spent  
11 seven years as her learning coach, I can tell you that  
12 this school, NCA, is exceptional. It has been an amazing  
13 experience for both of us.

14           Her teachers are absolutely there for her each  
15 and every day, a tremendous source of support and  
16 encouragement. She talks to them consistently and sees  
17 them and follows students at sponsored events each month.  
18 She's gained solid subject mastery, have confidence in  
19 herself and her skills. She's a happy kid, and I'm a  
20 happy mom of an honor roll student.

21           The problem today, as I understand it, involves  
22 high school students who came to NCA only as a last  
23 resort. Personally, we know of two different families  
24 with students who, unable to function scholastically in a

1 brick-and-mortar school, took the last option left,  
2 virtual charter school.

3 If a kid is unwilling or unable to apply  
4 themselves, what do you think happens when they get a  
5 laptop and are left at home without any supervision?  
6 That's like buying a junker, putting it in a garage,  
7 expecting to wake up the next morning to a new Maserati.

8 I quit my job seven years ago because I felt that  
9 here in Clark County, distance learning was my child's  
10 best chance. I wanted more for her than a lifetime of  
11 low-paying service industry jobs down on The Strip. I  
12 didn't want her to be exposed to a school system that  
13 seems to spend more effort on wrangling students than  
14 educating them. But we put her first because it was the  
15 right thing to do.

16 Unfortunately, there are too many parents and  
17 students who are just plain unwilling to make any kind of  
18 investment in education. And honestly, it makes me so  
19 angry.

20 This school district is dead last in the nation,  
21 and the irony is we're all here, fighting to save an  
22 incredible school because Clark County has failed.

23 Nevada Connections is a model of modern  
24 education. Please don't take Katy's future away. Let me

1 tell you --

2 CHAIRMAN JOHNSON: Three minutes.

3 SUZANNE GALLIHER: -- I left CCSD because the  
4 elementary schools had 45 kids in each of the classrooms.  
5 That's 45 kids --

6 CHAIRMAN JOHNSON: Thank you so much. Three  
7 minutes. Three minutes.

8 (Applause.)

9 COURTNEY KELLY: Hi. My name is Courtney Kelly,  
10 C-O-U-R-T-N-E-Y, K-E-L-L-Y. And I was going read for  
11 Cheryl Tracy, but Katelynn Abbott has already done that.  
12 So instead, I have Lisa Sill.

13 LISA SILL: Hello. My name is Lisa Sill,  
14 S-I-L-L, and I'm a teacher at Nevada Connections Academy.  
15 I'm thankful for the opportunity to briefly touch on my  
16 NCA story.

17 I went to a baseball game last week, and I was  
18 greeted by a parent who was there. He recognized me  
19 because I met him at various field trips that he attended  
20 with his son. Not only was I able to recognize him, but I  
21 was able to tell him about his child's progress in my  
22 class, the most recent assignment that he turned in, and  
23 what he was doing in his other classes.

24 When the student and his mother arrived, they

1 came to my section to meet me and my family and the rest  
2 of our baseball team, and it was the first time that I had  
3 met the mother because she doesn't attend the field trips  
4 because she works in a local high school in Clark County.

5 I could go on to provide many of these stories,  
6 but I will go ahead and let the families tell their own  
7 NCA stories.

8 The reason why we're here today is because of our  
9 graduation rate and the decision to possibly vote to close  
10 our school. Our teachers are some of the most dedicated  
11 teachers I've ever worked with who are willing to put in  
12 the extra time and effort to help our students work  
13 towards a shared goal.

14 As you know, our graduation rate for students who  
15 were enrolled at Nevada Connections Academy for the full  
16 four years of high school was actually higher than other  
17 public schools throughout Nevada.

18 I believe that says that our school is a  
19 successful option for students. After all, our students  
20 are required to take the same exact standardized test as  
21 every other school in the state of Nevada, yet our  
22 graduation rate for those enrolled for the full four years  
23 at our school is higher. That says a lot.

24 NCA shouldn't be closed because we accept

1 credit-deficient students and help them to work towards  
2 being successful graduates, even if it means graduating  
3 after their cohort year. I can't help to think that those  
4 credit-deficient students may have graduated on time if  
5 they had enrolled at NCA prior to spending years failing  
6 at their zone school.

7 As educators, parents, and community members, we  
8 should be focused on strategies to help those students  
9 become successful graduates instead of closing the door on  
10 them along with the thousands of students who are enrolled  
11 and thriving.

12 Please consider the negative impact our students,  
13 teachers, and families in the community would face if  
14 Nevada Connections Academy were no longer an option.

15 I am an educator. I've worked at Nevada  
16 Connections Academy for nine years. I love my job, and I  
17 work much more closely with my students than I ever did in  
18 the zoned public schools. I rarely met any families and  
19 parents when I was in a traditional setting.

20 Please help us to save our school. Thank you.

21 (Applause.)

22 LEVETTE McEAVEY: Hello. My name is Levette  
23 McEavey, L-E-V-E-T-T-E, M-C-E-A-V-E-Y, and I am one of the  
24 school counselors here at NCA. I stand before you today

1 as a 20-year public school veteran, having worked in  
2 schools from kindergarten to high school.

3 I have had the pleasure of working with my  
4 students here at NCA for the last two years, and I have  
5 realized that my students are here because they are having  
6 success, and sometimes for the very first time.

7 Some of my students here at NCA aren't dropouts.  
8 They are pushed out. It's common for me to get a phone  
9 call from a parent or a new student that has been told  
10 from their zone school that there is no way they can  
11 graduate. And I'm proud to say today that NCA is able to  
12 put together educational plans that lead to graduation for  
13 most of these students.

14 Let me share one of the stories from one of my  
15 students. She says: NCA deserves more credit than it's  
16 getting. NCA's given me my only shot of graduating high  
17 school at all. I have a chronic illness and a depression  
18 that left me in a terrible state. And Connections Academy  
19 graciously accepted me into their school, knowing this and  
20 my limitation, and has been nothing but God-sent to me.

21 They've worked with me for so many things, and  
22 they are truly loving and accommodating to their students.  
23 I was hospitalized earlier last year, and the staff was  
24 just so amazing to me. And although I wasn't truly in the

1 state to finish the semester, they were actually genuinely  
2 concerned about my health and didn't want me to push  
3 myself.

4 No other school, public or other, was ever this  
5 kind to me. I cannot physically attend the public  
6 real-life school. Connections is honestly the only thing  
7 giving me any hope of graduating high school at all.

8 I don't believe it's fair to judge them for a low  
9 graduation rate when the students being enrolled are  
10 already behind in credits. Credit-deficient students here  
11 are coming in with a disadvantage, and it shouldn't truly  
12 matter if it takes them a bit longer to graduate.

13 What should truly matter is that we are able to  
14 graduate regardless of this fact. Yes, we take a bit  
15 longer, but we are being judged by our actual work and  
16 effort, not just being rushed along by a system that just  
17 sees us as a number that needs to be raised.

18 If NCA gets shut down, I'm not sure if I will  
19 ever have a chance to graduate from high school. There is  
20 no other place I can go. I am sure there are other  
21 students here in NCA in similar situations. Some of us  
22 didn't come here because it was a choice. For some of us  
23 it's our only hope.

24 If the State is concerned about graduation rates,

1 then they shouldn't take away some people's only hope of  
2 actually doing something. You are taking away so many  
3 futures and complicating so many lives because we are only  
4 being viewed as a percentage, not as people.

5 I am pleading to you now, not only because NCA is  
6 all I have, but because NCA is just an amazing school. I  
7 mean, what other school would motivate me to write a  
8 letter like this at 5:30 a.m.?

9 Just please think about the students affected and  
10 not the numbers on a paper. That's all I'm asking.

11 Thanks.

12 (Applause.)

13 CHRISTINE DZARNOSKI: Good morning. My name is  
14 Christine Dzarnoski. C-H-R-I-S-T-I-N-E,  
15 D-Z-A-R-N-O-S-K-I. And I'm going to read a letter. I'm  
16 the K-8 assistant principal. I'm going to read a letter  
17 from one of my former students.

18 To the people who want to shut down my school, I  
19 am writing you because I know that you think it's a good  
20 idea to close our school. But I want you to know why you  
21 shouldn't.

22 I know that everyone says they want to do what's  
23 best for our education. But for me, Connections Academy  
24 is the best. I went to a regular public school for one

1 and a half years, and it was not the best for me. I have  
2 Asperger syndrome, and so some things are harder for me.

3 When I was in regular school, I got really  
4 stressed, and it ended up making me very sick when I was  
5 throwing up at school every time I was there. I even had  
6 to go to the hospital to make sure I was okay, but it was  
7 just stress.

8 My mom put me in Connections Academy, and now I  
9 am not stressed so much. I get to learn really cool  
10 things but do it at home. All the teachers I've had have  
11 been really great, and I like talking to them. I don't  
12 have anyone being mean to me or making fun of me anymore.

13 When I have a bad day, my mom tells me to take a  
14 break, and then I can come back later and finish. Don't  
15 get me wrong; I work really hard, but now I'm able to do  
16 things in my home and with my mom.

17 Sorry, incoming call.

18 My teacher is always there if I need extra help  
19 or if I just want to tell her a joke. This means a lot to  
20 me and I'm sure lots of others, too.

21 Thank you for listening. Sincerely, Dane Pinktal  
22 (phonetic).

23 And I also wanted to share a personal story. I  
24 stand before you as a former teacher and also a sister of

1 a former student at another visual public school. My  
2 experience at NCA as a teacher is incomparable. Most  
3 importantly, though, my brother, who was 17 at the time,  
4 was told he was not going to be able to graduate, and his  
5 options were to either drop out or attend adult high  
6 school.

7 As mentioned earlier, they are supposed to allow  
8 him to continue his education until he's 21. And instead,  
9 they pushed him out. Unfortunately, he chose to drop out.  
10 Had I known what I know now about NCA, he would have been  
11 able to stay enrolled and graduate. This school gives a  
12 chance to every student, every day. Thank you.

13 (Applause.)

14 CHAIRMAN JOHNSON: I know that wasn't Danny who  
15 we heard, but we will take the next two from the north.

16 MR. PELTIER: Yup, I'm back. All right.

17 CHAIRMAN JOHNSON: Oh, it is Danny. Next ten  
18 from the north, please.

19 MR. PELTIER: All right. We have Richard Hanson,  
20 Debora A. Schultz, and Jennifer Slytter.

21 RICHARD HANSON: Hello. My name is Richard  
22 Hanson, H-A-N-S-O-N. I represent my son, Nicky Hanson,  
23 who is third grade with the NCA. He was born with a  
24 partial gene duplication. Part of this affects his

1 nervous system.

2 We went, before he started kindergarten, to the  
3 local school districts, and because of their restrictions,  
4 which I understand, when he needed to get up, at that time  
5 at kindergarten, about every -- about 15 minutes is all he  
6 could last sitting still. And this was physical.

7 They said, "Well, we'll have an aide take him to  
8 another room or out to the hallway until he can relax  
9 again."

10 Well, we thought, that's fair to the other  
11 students, but at the same time, he's missing -- going to  
12 miss a tremendous amount of learning time himself.

13 So we checked with private schools, and we  
14 checked with online schools. And we're so happy that we  
15 did pick NCA.

16 All four of his teachers have been very helpful  
17 with us, always answered any questions we had. Plus now,  
18 in third grade, he's worked hard to control himself, and  
19 he can sit still for about a half hour, and then we let  
20 him get up until he can relax again. This is something he  
21 couldn't do in a regular school.

22 He's a straight A student. And to show what he  
23 has learned, we have other relatives and friends who have  
24 children in the regular school systems, and both myself

1 and my wife have no problem if they have a -- want help  
2 with a report or if they just need help with a class  
3 because they haven't gotten the answer in the regular  
4 school, which we've had to remind Nicky, even on some of  
5 these students that are all the way up to sixth grade, but  
6 like fourth, fifth, sixth grade, when they're studying for  
7 the test -- a test, quit giving them the answers because  
8 he knows all those answers already, even at the fifth-,  
9 sixth-grade level.

10 So please don't close this school, not just for  
11 him, but for any student that has to have a different way  
12 to learn. This is the only way that's possible for him to  
13 actually get to graduate with a regular degree and go on  
14 to college as he works at it. Thank you.

15 (Applause.)

16 DEBORA SCHULTZ: My name is Debora Schultz,  
17 D-E-B-O-R-A, S-C-H-U-L-T-Z.

18 And I'm going ask that the camera be put back  
19 onto the board so that I can look directly at the board as  
20 I am delivering my presentation, please. Thank you.

21 My name is Debora Schultz. I just spelled it for  
22 you. And I am sincerely hopeful that the board members  
23 are listening very carefully to all of the comments and  
24 have not made a decision to close our school already.

1           However, I have been reluctant to speak because I  
2 feel as if many of our public comments are being passed  
3 over as pathetic, sad stories that tug on people's  
4 heartstrings; and that those stories are not worth  
5 anyone's time, despite the fact that they are the true  
6 stories for our school and families and the reason they  
7 needed an alternative educational choice.

8           It seems that despite this, the only thing that  
9 members of the board want to hear is facts. So I would  
10 like to share some facts with the board.

11           Fact number one, not all students are being  
12 raised with the stability of a two-parent family with  
13 enough money to feed, clothe, and provide for the health  
14 and well-being of all family members.

15           Also, these families cannot afford to send their  
16 children to private schools with tuition costs of  
17 thousands of dollars per year. This leads them to rely on  
18 their zone schools to provide the best education for their  
19 children. This does not always happen. That is a fact.

20           Fact number two, many families are dealing with  
21 an illness, medical diagnosis, or simply a conflict with  
22 teachers or other students in their zone school where  
23 their students feel threatened and are more concerned with  
24 getting through the day without getting injured rather

1 than getting schoolwork completed.

2 Some feel like no one in their zone school cares  
3 about their success, and they want or need someone to care  
4 about them and their future. Other families are trying to  
5 provide their students with the ability to advance  
6 themselves in a sports or career interest while still  
7 gaining a certified public education during a time which  
8 allows them to complete their goals.

9 Fact No. 3, NCA is trying to prepare all students  
10 to attend college or trade schools or jump right into the  
11 workforce. Many of the traditional schools have failed at  
12 preparing students for these options and are not even  
13 being held accountable for that.

14 Instead, our school is being threatened with  
15 closure because we are taking in these students who have  
16 not had success at their zone schools and trying to help  
17 them to graduate, even if it's a year late or so.

18 It seems hard to believe that this board, who is  
19 for choices by nature of its name, charter school, not all  
20 schools should be the same, would want to close a school  
21 that is taking the students who are cast out from their  
22 other schools and probably even from society because we  
23 can't graduate all of the students by the time they were  
24 supposed to graduate.

1 I am worried that many more students will drop  
2 out because they don't have the choice they need to be  
3 successful anymore. I am also afraid that none of the  
4 testimonies will even be taken into account because the  
5 board only sees the numbers and not the heart of the  
6 problem, which is not the sad, pathetic stories.

7 The really heart of the problem is the one that  
8 proves that the zone schools are pushing these students on  
9 us so that their numbers look better, knowing --

10 MR. PELTIER: Three minutes.

11 DEBORA SCHULTZ: -- that -- what the board is  
12 concentrating on. Thank you.

13 (Applause.)

14 JENNIFER SLYTER: Good morning. My name is  
15 Jennifer Slyter, spelled J-E-N-N-I-F-E-R, S-L-Y-T-E-R.

16 This is our sixth year with NCA. My daughter is  
17 in seventh grade, and my son is in fourth grade. I don't  
18 have a sad story. I'll just tell my story.

19 Even before I had kids, I knew I wanted to be the  
20 one to teach them. I tried to do some on my own for the  
21 first two years of my daughter's education. However, I  
22 really didn't know what I was doing, and I didn't want her  
23 to fall behind her peers.

24 After researching different public virtual school

1 options, I decided to go with Connections Academy because  
2 they teach you how to teach your children, and that's what  
3 I needed.

4 We need the structure, accountability, and  
5 flexibility that this school provides. They have given me  
6 all the tools I need, and my only regret is not enrolling  
7 my daughter from the very beginning.

8 She was even able to take a speech class through  
9 a virtual school. The school sent her a webcam, a special  
10 headset, so her and her speech teacher could see and hear  
11 each other. Even though it was all online, it was very  
12 beneficial to her, and she no longer needs to be in speech  
13 class.

14 She has learned to be independent and rarely  
15 needs my help anymore. She is excelling in all of her  
16 classes.

17 As for my son, I fear that he would not have done  
18 well in a traditional brick-and-mortar school due to his  
19 high energy level and short attention span. He may even  
20 have been labelled a problem child, simply because a  
21 teacher in a regular school wouldn't have been able to  
22 give him the time and attention he needs due to a  
23 overcrowded classroom.

24 However, we can take breaks as needed, and he's

1 doing very well.

2 They're both very bright kids, score above  
3 average on their ASVAB tests, honor roll, straight A  
4 students, blah, blah, blah. But the curriculum is tough,  
5 and it challenges them every day to do their best.

6 We love the teachers at NCA. We've gotten to  
7 know them very well through the online lessons, field  
8 trips, web mails, everything. They're easy to reach by  
9 phone and web mail, and they've been supportive to our  
10 family in every possible way.

11 We still keep in touch with many of them, even  
12 though my kids are no longer in their classes. You can  
13 tell that they definitely care about the kids here at NCA.

14 We need this school. I recently gave up my  
15 full-time work-from-home job to be an even better learning  
16 coach to my kids, especially my son. That's how important  
17 this school is to us.

18 Thank you for listening, and please consider  
19 keeping our virtual school as an option for not only my  
20 family, but many others.

21 (Applause.)

22 MR. PELTIER: Chair Johnson, I have four  
23 visitors' cards left here that I'm going to read.

24 And to members of the public up here in the

1 north, if you have yet to submit a card and would like to  
2 speak, just go ahead and bring it up now.

3 I have Reva Rindy on behalf -- Reva -- Reva Rindy  
4 on behalf of Barbara Gamble. I apologize. Rowena  
5 Sandoval, Cindy Cortez, Jason Evans.

6 REVA RINDY: Good morning. My name is Reva  
7 Rindy, R-E-V-A, R-I-N-D-Y, and I am reading a letter from  
8 an NCA parent directed to Mr. Gavin. Her name is Barbara  
9 Gamble. B-A-R-B-A-R-A, G-A-M-B-L-E.

10 Mr. Gavin, this letter is in regard to possible  
11 closing of Nevada Connections Academy and to inform you of  
12 the detrimental aspects of that decision.

13 When my son attended his locally zoned school, he  
14 gave up his summer vacation, attended football camp, made  
15 the team, and then was discriminated against by not being  
16 allowed to play in actual games due to his autism. This  
17 destroyed my son emotionally.

18 Additionally, the bullying that took place was  
19 never seen by school staff. Only seen was his reaction to  
20 the bullying. The end result was my son, who was a sweet  
21 young man, was on the brink of suicide.

22 Mr. Gavin, I do not know if you are a parent or  
23 not, but I can tell you as a parent of an autistic child,  
24 I have watched him struggle and overcome a lot in his

1 life, but he has never been able to escape the bullying  
2 that takes place in traditional public schools.

3 My son, who has been attending Nevada Connections  
4 Academy for a while now, is no longer suicidal. He is  
5 away from the bullying and the discrimination. The  
6 teachers are always there to help him, and the counselors  
7 call and check on him regularly. There is always  
8 communication between NCA and us.

9 I believe that, in my heart, that NCA saved my  
10 son's life, literally. Taking away this charter school is  
11 an extremely bad decision. There are many families who  
12 attend NCA for similar reasons.

13 Thank you for your time. Sincerely, Barbara  
14 Gamble.

15 (Applause.)

16 ROWENA SANDOVAL: Good morning, and thank you for  
17 the opportunity to speak to you today. My name is Rowena  
18 Sandoval, R-O-W-E-N-A, S-A-N-D-O-V-A-L. I have proudly  
19 been a Nevada Connections Academy parent for eight years.

20 Nevada Connections Academy plays a great role in  
21 my life. My two daughters, Isabel, seventh grade, Lucy,  
22 sixth grade, have been with Connections Academy since  
23 kindergarten.

24 I have also just gotten guardianship over my two

1 grandchildren, one of whom, Esmeralda, started as a  
2 kindergartner this year.

3 I would like to take a moment of your time and  
4 tell you why Connections Academy is important to us.

5 My stepdaughter, now 23, went through the public  
6 school system when we moved to Carson in 2005.

7 Unfortunately, it was a struggle for her to cope with all  
8 the distractions and requirements that come along with a  
9 traditional public school.

10 She bounced around from middle school to an  
11 alternative high school, then to an opportunity high  
12 school. Her grades were never above a D, and she was  
13 always getting in trouble. We were always in meetings  
14 with teachers, principals, and counselors to try and  
15 figure a solution. We even got her outside tutoring and  
16 did different approaches at home.

17 We realized that, even with all we were trying to  
18 do to help, her issue was being in that environment. We  
19 were never able to find the right fit for her, and she  
20 became a statistic and dropped out.

21 After struggling with our oldest, we made the  
22 decision to do as much as we could as parents to give our  
23 children every chance to flourish and succeed. That is  
24 when we found Connections Academy.

1 I am grateful to have the opportunity to stay at  
2 home with my children and watch as they enjoy learning. I  
3 am involved directly with their schoolwork so there is  
4 never confusion of what is going on. There are no  
5 distractions, and they can work at the pace that they are  
6 comfortable with.

7 They set their own goals for the day without me  
8 having to tell them what to do. It is so great to see  
9 them be self-sufficient that I know there will be no  
10 struggle when they must be on their own in college.

11 They are receiving a great education. I have  
12 never met a teacher in our eight years of being with  
13 Connections that does not put the child first. Every  
14 teacher we have come in contact with is professional,  
15 knowledgeable, caring, and always looks for the best  
16 interests of my children.

17 I know that this is not the right fit for  
18 everyone, but as a parent, I have the right to have a  
19 choice in how my child will be learning. I know that had  
20 we enrolled my eldest in Connections Academy, she still  
21 would have been too far behind in credits to have  
22 graduated on time. I believe that situation is seen far  
23 too many times.

24 But when you look at children like mine, you will

1 see that they are right on track with everyone else in any  
2 other school system.

3 Connections Academy is a great part of our life,  
4 and we are thankful to have found it and wish to continue  
5 for many more years to come. Thank you.

6 (Applause.)

7 CINDY JORQUEZ: Good morning. My name is Cindy  
8 Jorquez. Name is spelled C-I-N-D-Y, J-O-R-Q-U-E-Z. And  
9 I'm a credentialed pastor, and as such, I'm a leader in  
10 our local community. But more importantly, today, I'm a  
11 mother of a fifth grade Connections Academy student.

12 When my daughter was nearing school age, I began  
13 researching the options for her education. I finally  
14 chose Connections Academy for many reasons, but for the  
15 sake of time, I'll just name a few today.

16 First of all, the high-quality curriculum and the  
17 structure that Connections provides in both online and  
18 offline materials. Also, it is my hope that my daughter  
19 will reach her full potential in life and not be limited  
20 by location, by grade, or by age.

21 Through Connections, she's now in fifth-grade  
22 gifted and talented, sixth-grade math, and is finishing  
23 this school year with an overall score of 95 percent in  
24 all of her classes.

1           As parents, we're held accountable by the school  
2 for our children's attendance, completion of schoolwork,  
3 and participation in mandatory state exams. Connections'  
4 teachers are easily accessible, care about the students as  
5 individuals; and because it is an online school, they  
6 prepare the students for the future in an increasingly  
7 digital world beyond the physical classroom.

8           Since Katy was in preschool, she was wanting to  
9 grow up to be in political leadership. NCA gives her  
10 education, inspiration, and flexibility to pursue her  
11 dreams. This is evidenced by school field trips to the  
12 State Capitol, Supreme Court, governor's mansion, and  
13 other similar places.

14           She's also been able to personally attend  
15 political rallies, and more recently, she's had the honor  
16 of being mayor for a day for the City of Reno with Mayor  
17 Hillary Schieve.

18           Because of our work, we travel extensively  
19 throughout the U.S. NCA offers a flexibility and  
20 technology that allows our daughter to join us, enabling  
21 her to get hands-on experiences from everyday life to  
22 attending business meetings, conferences, seminars,  
23 district and national councils, and visiting national  
24 parks, museums, and historical landmarks. Talk about

1 career preparedness.

2 While traveling, we have access to Katy's  
3 teachers and schoolwork. And when an Internet connection  
4 is not available, she is able to do her offline schoolwork  
5 from provided printed materials.

6 The bottom line is this: As parents, for  
7 whatever reason, we all choose to educate our children  
8 through Connections Academy because it is the best choice  
9 for our families and for our students.

10 If you close NCA, the problems won't be solved.  
11 They'll just be moved to a different location, and  
12 actually, as you have heard today, we will create more  
13 problems in the process. So I ask you to keep the school  
14 open, not only for students who struggle in school  
15 environments, in other school environments, but also for  
16 those who chose to excel beyond the status quo and  
17 those --

18 MR. PELTIER: Three minutes.

19 CINDY JORQUEZ: -- who will be our future leaders  
20 in our communities, in our states, and in our nation.  
21 Thank you.

22 (Applause.)

23 JASON EVANS: Jason Evans. J-A-S-O-N, E-V-A-N-S.  
24 I'm a science teacher at Nevada Connections Academy.

1           So you have heard a lot of stories here today,  
2 stories from a lot of individuals coming from a lot of  
3 different places, but numbers matter, too. So I would  
4 like to give you some numbers.

5           But first, you know, we are the net underneath  
6 the cracks for those students that slip through. And I  
7 personally have lost count of how many conversations I've  
8 had with students who have told me if it weren't for NCA,  
9 I'd be a dropout.

10           There are so many potential future students who,  
11 if not for NCA, they would be a dropout. Now, the purpose  
12 of any public education system is to help produce  
13 productive members of society that will contribute to the  
14 economy, that will provide an addition to the tax base,  
15 that will keep the economic machine going.

16           So I want to give you some numbers from a study  
17 from the Center for Labor Market Studies about high school  
18 dropouts. This is a national average, but it's probably  
19 comparable to Nevada.

20           Average lifetime earnings of a U.S.-born high  
21 school dropout was \$595,000. High school graduates earned  
22 an average of \$1,066,000 over a lifetime.

23           Social welfare costs, just under 33 percent of  
24 high school dropouts receive food stamps compared to 17.3

1 percent of high school graduates and 8.6 percent of  
2 associate's degree holders.

3 Here's a big one. Incarceration rates among 18-  
4 to 34-year-old males. 14.7 percent of high school  
5 dropouts were incarcerated in 2010, while only three  
6 percent of male high school graduates spent time behind  
7 bars.

8 For every single student that we can prevent from  
9 dropping out and actually graduating, take the wider  
10 picture. What is the lifetime savings to the state  
11 taxpayer based on that over a life of receiving government  
12 aid, of interactions with law enforcement, of possible  
13 incarceration?

14 For every single one that we can save from  
15 dropping out -- and I personally know there are a lot who  
16 would be dropouts -- that is the investment in the future.  
17 That is contributing to the economy. That is lowering the  
18 taxpayers' burden to take care of those individuals. So  
19 we should be offering every single chance we can take to  
20 prevent even one high school dropout.

21 The National Labor Board has suggested that the  
22 biggest thing we could do to lower and prevent high school  
23 dropouts is by increasing their choice, because we have an  
24 educational system right now that is dated, that has not

1 really kept up with the times. And we have such a diverse  
2 population in our state, it is simply not going to work  
3 for a lot of people.

4 You've heard many reasons here today. You'll  
5 probably hear some more. But whether they were guided to  
6 us --

7 MR. PELTIER: Three minutes.

8 JASON EVANS: -- or they were kicked to us or  
9 found their way to us on their own, every single dropout  
10 we can prevent is a boon for the economy of the future.  
11 Thank you.

12 (Applause.)

13 MR. PELTIER: Chair Johnson, as it stands now,  
14 that concludes the public comment for Reno.

15 CHAIRMAN JOHNSON: Thank you, Danny. Here in the  
16 south, we have eight more. This is Christa Casillas.  
17 Thank you. Kristie King and Nathan King, and then Pamela  
18 Newborn -- Newburn will be the first three.

19 CHRISTA CASILLAS: Hello. My name is Christa  
20 Casillas. C-H-R-I-S-T-A. Last name, C-A-S-I-L-L-A-S.  
21 I'd like to thank you all for listening to us today,  
22 especially the man in the middle there. I don't know your  
23 name.

24 CHAIRMAN JOHNSON: Mr. Johnson.

1           CHRISTA CASILLAS: Mr. Johnson. Thank you. I  
2 noticed you've been extremely attentive. And least of all  
3 to Mr. Gavin, who I think has picked his head up once or  
4 twice in the last three hours. I find it actually very  
5 disgusting that he sits with his back to us while everyone  
6 pours their heart out.

7           Anyhow, I would like to read a few letters from  
8 my students. So I am speaking on behalf of three  
9 students, at three minutes per student. I probably won't  
10 need that long. However, I just want don't want to be cut  
11 off, please. Thank you.

12           The letters that I'm reading represent the  
13 demographic that we are handling at our school. And you  
14 guys have listened to all the stories. You guys know what  
15 we're dealing with. I don't understand why we're here.  
16 We have a ton of work to do.

17           Right now, our students need us. And right now,  
18 we are fighting to keep our school open. This time that  
19 we're spending right here, right now, is counterproductive  
20 because, like I said, our students need us.

21           This is the first one. Tyler Fournier (phonetic)  
22 is his name. Hello. Here is my NCA story.

23           I have been homeschooled since first grade. This  
24 is my first year at Nevada Connections Academy. I am now

1 in the eighth grade. We have done several curriculums  
2 over the years, but I am really enjoying NCA and have  
3 learned so much in my first semester.

4 I am an athlete, and being an NCA student allows  
5 me to fully train for my sport, which is baseball. I am  
6 able to train during the school day hours because I  
7 usually work in the mornings and evenings and on my  
8 schoolwork.

9 I attend strength and conditioning twice a week,  
10 speed and agility three times a week, and regular team  
11 trainings four to five days a week. We travel on weekends  
12 to tournaments.

13 If it weren't for the NCA option, I would not be  
14 able to excel at both school and baseball. I hope to get  
15 an academic and athletic scholarship to college, play MLB  
16 baseball, then attend law school and then become a lawyer.

17 I feel that my hopes and dreams will be able to  
18 become a reality because I am able to attend NCA.

19 Nevada Connections Academy is a rigorous program  
20 that is challenging, yet fun. There are definitely  
21 challenges for me, but with my learning coaches' help and  
22 also all of my teachers, I am able to still maintain As  
23 and Bs with my rigorous athletic schedule.

24 The administration and teachers are all so very

1 kind and helpful. I enjoy my lessons, and I really enjoy  
2 working at my own pace. I finished the first semester  
3 ahead schedule, which is a great accomplishment for me.  
4 The whole program is a necessity for so many kids and  
5 families with all different types of backgrounds and  
6 lives. We need to keep NCA in Nevada for students.

7 MR. PELTIER: Three minutes.

8 CHRISTA CASILLAS: Okay. That was -- thank you.  
9 And then for my next student --

10 CHAIRMAN JOHNSON: So if you want to submit the  
11 others --

12 CHRISTA CASILLAS: I'm not through on my phone,  
13 and I really feel that those kids deserve their three  
14 minutes. They weren't able to make it here today, but  
15 they took the time to write the letter. I won't need  
16 three minutes for the other ones, but I think it's really  
17 important that you guys hear them.

18 CHAIRMAN JOHNSON: So what we'll do is we'll have  
19 you come back around, and then you can -- we'll let the  
20 others who --

21 CHRISTA CASILLAS: Okay.

22 CHAIRMAN JOHNSON: -- are here, and then we'll  
23 come back around. Thank you.

24 (Applause.)

1 KRISTIE KING: My name is Kristie King.  
2 K-R-I-S-T-I-E. Last name K-I-N-G.

3 This is our sixth year at Nevada Connections  
4 Academy. My son is a GT student. He has excelled  
5 excessively at this school. Allows us to have a lot more  
6 family time together. I'm directly involved in schooling,  
7 which I believe helps to excel him and to learn more and  
8 to also associate what he's learning with everyday life  
9 that's happening currently.

10 Nevada is at the bottom for graduation, for  
11 education in general. Closing NCA will ensure that we  
12 stay at the bottom.

13 If the kids cannot graduate on time, our goal is  
14 to have the kids graduate, to get a high school diploma,  
15 and that should be our ultimate goal, whether it's four  
16 years or five years. Thank you.

17 (Applause.)

18 NATHAN KING: Hello. My name is Nathan King.  
19 N-A-T-H-A-N, K-I-N-G. First of all, I would like to thank  
20 all the parents and the students that came up here to  
21 share their stories. Unfortunately, I don't think the  
22 board has heard a lot of them.

23 I was going to give my story, but I'm afraid it's  
24 not going to be heard. So instead, I have to question why

1 it seems that they aren't listening to us because these  
2 aren't just sob stories that we're trying to create to  
3 save our school. They're real, and we're trying to give  
4 our reason. And it seems unfair that you're going to shut  
5 down our school without a fair trial. Thank you.

6 (Applause.)

7 PAMELA NEWBURN: Hi. My name is Pamela Newburn.  
8 P-A-M-E-L-A. Last name Newburn, N-E-W-B-U-R-N.

9 I actually wasn't going to speak today until I  
10 heard -- I'm a teacher at NCA. I wasn't going to speak  
11 today until I heard Caitlin speak. She inspired me.

12 That's what our students do. They inspire us.  
13 You might have heard her, and I want you guys to take a  
14 good look because not only is she adorable -- which you  
15 are -- she has thrived and flourished at our school.

16 You might have her heard her mom say she didn't  
17 talk until she was five. I taught her in third grade.  
18 She is a seventh grader now. Do you know how much courage  
19 it took for her to get up here and stand up here and face  
20 you guys? She's so brave, and she's made so much  
21 progress.

22 I swear, if you look in the dictionary under  
23 thrive or flourish, you will find Caitlin. I promise you.

24 When she was in third grade with me --

1 (Applause.)

2 PAMELA NEWBURN: -- and for those of you who have  
3 ever taught or know third grade, right, third grade is  
4 multiplication facts until you want to cry.

5 So for Caitlin, who has struggles with attention,  
6 I would tell her, run around. Your mom will shout the  
7 facts to you and you will answer the facts as you run  
8 around. And she did. And she learned her multiplication  
9 facts. That is why we are such a great place.

10 She was just showing me pictures of -- she went  
11 with Miss Sill and did a frog dissection. But Caitlin is  
12 the reason we do what we do. Caitlin is the reason I do  
13 what I do. And Caitlin is the reason you should keep our  
14 school open. Thanks.

15 (Applause.)

16 CHAIRMAN JOHNSON: All right. Next, we have  
17 Keith Figueroa, Lamesha Young, and Robert Young.

18 KEITH FIGUEROA: Good morning, board members. I  
19 want to ask -- I usually do this to my Uber passengers.  
20 Let's do a reality check. Take your annual salary, times  
21 it by the age, and divide it by ten.

22 If you guys have calculators, you guys do the  
23 same thing, too. Times it by two. Do you have an amount?  
24 Throughout the year. You are underpaid. You are not even

1 the one percent. The 90 percentile. You are just like  
2 us, the 99 percent, along with these other parents who  
3 have problems with kids that didn't have the proper  
4 education or financial stability to help with the public  
5 school system.

6 Now, as a Uber driver, I come across parents.  
7 They come across problems with their students not being  
8 picked up by the bus because they're not in that two-mile  
9 radius. It's below the two-mile radius. During these  
10 times, it's not even safe to have a child walk beyond  
11 one-mile radius to school. That's how parents are  
12 feeling.

13 So to teachers, thank you, Ms. Schultz, who has  
14 the balls to speak out and represent these parents. She  
15 gets to talk to us one on one, not as a teacher, but who  
16 gives a damn about the students to excel.

17 When I look at these students with all these  
18 physical problems, I can see they give a hundred percent.  
19 Just look at these parents and students.

20 One of my friends asked me, "Keith, wouldn't you  
21 love to run a company?" Okay. I'll run this company.  
22 What is their statement? No family left behind. Guess  
23 what? My wife and I, we found a school that believes in  
24 the same theory. No student should be left behind.

1           That's what the NCA stands for, and that's why  
2 these parents are standing up today and speaking out and  
3 saying, look, when we are in this school, there's no fear,  
4 being afraid, but all the same encouragement to excel.

5           You go to a public school, there's built-in fear.  
6 That's not what they want.

7           So it's like you got a good system and a bad  
8 system. You are trying to infiltrate a good system into  
9 the bad system. It won't work. You have to understand.  
10 It's just like if you are a nonsmoker going to a  
11 smoke-filled room. How would you feel? That's how these  
12 parents would feel if their kids went back to the public  
13 school system run in the same way. It's all about the  
14 numbers. Their kid is a number.

15           With NCA, they don't look at numbers. They look  
16 at them as a student. What is their goals? How they can  
17 help that student to excel.

18           (Applause.)

19           MR. PELTIER: Three minutes.

20           KEITH FIGUEROA: Thank you.

21           (Applause.)

22           LAMESHA YOUNG: Hello. My name is Lamesha Young.  
23 L-A-M-E-S-H-A. Last name, Y-O-U-N-G.

24           We've been in Connections for almost two years,

1 but we feel like we've been there since day one.

2 This is my older son, Robert. He's in the  
3 seventh grade. He was bullied. We've been through three  
4 public schools, the last one resorting in a change of me  
5 deciding that I want to teach him. I want to be part of  
6 his education.

7 I have Aiden in the back. He's a third grader.  
8 He's excelling. His fluency with reading has come up a  
9 whole lot. He's never been in a public school because he  
10 says to me, "Mom, I don't want to go." Why? Because with  
11 his brother being bullied, he was little, he has seen  
12 that, and he didn't like it.

13 So therefore, Aiden is able to get up and go and  
14 do what we wants, when he wants. He complete his work.  
15 He's A/B student first semester. We're at the last  
16 semester here, last quarter. He is a A/B student.

17 Robert, same way. Robert's ending his semester  
18 with five As -- four As -- four As and two Bs.

19 It was a struggle when we came in. Don't get me  
20 wrong. The curriculum is challenging. Yes, it is. But  
21 at the same time, we chose to do this. I chose to do this  
22 as his mother. Dad goes along with it and trying to help  
23 out when he can because he has to work.

24 NCA works for us. NCA is the only school that we

1 have been into to where we felt wanted. There's teachers  
2 here that we know, that we have a connection with. They  
3 call us; we call them.

4 I had a trying time when we first started.  
5 Mr. Scariotta told me, "Mom, don't. Don't jump off the  
6 ledge yet." I was afraid because I didn't know if I had  
7 the energy and the strength to get through.

8 Obviously I do have the strength. I have the  
9 strength to sit up here and see you guys face to face.  
10 I'm actually sad that the situation is going on because  
11 there's so much in the world that's going on. But I have  
12 faith, and faith out rules everything. Thank you for your  
13 time.

14 (Applause.)

15 CHAIRMAN JOHNSON: All right. Next three are  
16 Orianna Chun (phonetic), Cherie Allison, and then  
17 Christina [sic] Casillas is going to come back around.

18 Is Orianna here? All right. We'll come back.  
19 She can go last. And then we'll start with Cherie  
20 Allison.

21 CHERIE ALLISON: Thank you for the chance to  
22 speak today. My name is Cherie Allison. C-H-E-R-I-E,  
23 A-L-L-I-S-O-N.

24 Our children that are aged 13 and 10 have

1 attended Nevada Connections Academy for the last three  
2 years. We have a severe environmental health issue that  
3 prevents us from going into several places.

4 I looked -- when we moved here three years ago, I  
5 looked for a school for my kids. My son is in gifted and  
6 talented, and it was very important for me to be able to  
7 provide him with the education that really challenged him.

8 And so we looked and we looked, and I went to  
9 school after school. I worked with the Clark County  
10 School District to find a school. They wouldn't let me  
11 transfer him to a school that worked for him. They said  
12 there's absolutely no reason why he can go to a school  
13 that's out of his zone.

14 So I started looking at charter schools. We went  
15 to every charter school. We got in every lottery we  
16 could. Our names were never called.

17 I went and I got to a private school. We looked  
18 at the budget, we looked at the schooling, and we could  
19 not afford it. And so one day, we found Nevada  
20 Connections Academy.

21 And for me, as a mom and as a nurse, I am so  
22 thrilled with the education that my kids are receiving  
23 through Nevada Connections Academy. My husband is  
24 pre-med. He's going to become a doctor.

1           My son, his education as a gifted student is more  
2 tailored to him now than it ever was in public school.

3           I have always said I would never be a  
4 homeschooling mom. But the relationship that I've been  
5 able to build with my kids through this program -- every  
6 single teacher, what is the one thing that they want?  
7 They want the parents to get involved. Right?

8           This program has allowed me to get involved in my  
9 kids' education to the point where I have seen growth, our  
10 relationship is deeper, and my kids are learning at a  
11 faster rate. They get their lessons done so quickly, and  
12 we have time to volunteer, to give back to our  
13 communities, teaching them to go and observe careers.  
14 What kind of career do you want to be?

15           Music. All of the things that kids are not  
16 getting in traditional schools, we're able to give to our  
17 kids because we have time to take them out into the  
18 community and give back.

19           And so thank you for letting me speak today. And  
20 I really hope that you will consider this huge option. If  
21 my kids were to go into a building that has environmental  
22 problems for them, they wouldn't be able to continue their  
23 education there. And so we are safe in our home, and they  
24 don't have to miss any school. They don't have to keep

1 looking for a school.

2 Nevada Connections Academy has been the answer  
3 for us, and it would be very devastating for our family if  
4 you closed this school. So thank you for letting me  
5 speak.

6 (Applause.)

7 CHRISTA CASILLAS: Did my three minutes start  
8 yet?

9 CHAIRMAN JOHNSON: Now it starts.

10 CHRISTA CASILLAS: Okay. All right. So this is  
11 for another student. Her name is Erica Lightfoot. Last  
12 name, L-I-G-H-T-F-O-O-T.

13 CHAIRMAN JOHNSON: And just for the record, would  
14 you mind saying your name one more time, please.

15 CHRISTA CASILLAS: Christa Casillas.

16 CHAIRMAN JOHNSON: Thank you.

17 CHRISTA CASILLAS: Okay. My name is Erica  
18 Lightfoot. I live in Hawthorne, Nevada. I am 13 years  
19 old and in eighth grade. I go to an online school named  
20 Nevada Connections Education.

21 I have been in this school for about four years.  
22 In my old school, I was bullied so bad that I thought I  
23 wasn't important.

24 When I started here, I felt like I was just as

1 important as any other child here at NCA. If I didn't  
2 know something, then all I would have to do would be  
3 either pick up a phone or call them or just web mail them.  
4 I would get a clear answer each time.

5 I'm proud to say that I have learned more than I  
6 was learning in my old school. I started this program in  
7 the beginning of my fifth-grade year. That first year, I  
8 got really far behind because I was learning at a  
9 third-grade level.

10 I'm proud to say, over the four years of being in  
11 this school, I have made great friends, both being  
12 teachers and students. There is a huge incline in my  
13 vocabulary, writing, and my social skills.

14 I guess I have time for the other one.

15 CHAIRMAN JOHNSON: You do.

16 CHRISTA CASILLAS: Okay. So let me get to her.

17 Okay. This is from another student of mine that's -- she  
18 was having some issues. Okay. I just lost it. I'm so  
19 sorry. Is my time ticking?

20 CHAIRMAN JOHNSON: It is.

21 CHRISTA CASILLAS: It's loading. Can I come  
22 back?

23 CHAIRMAN JOHNSON: One more time. We'll let you  
24 back for a last time.

1 CHRISTA CASILLAS: Thank you.

2 CHAIRMAN JOHNSON: While you're waiting, we'll  
3 ask Nathan Held.

4 NATHAN HELD: Thank you very much for giving me  
5 this opportunity to speak to you. It means a lot to be  
6 able to express myself for my school.

7 Hello. My name is Nathan Held, and I have been  
8 with Connections Academy for four years now. Connections  
9 Academy is very important to me because of how much it's  
10 helped me since I joined.

11 I went from being a bad student and a social  
12 outcast to having a good social life and being a honor  
13 roll student.

14 Even more important than my improving grades was  
15 the flexibility that allowed me to keep working through my  
16 medical dilemma. I had been diagnosed with Chiari  
17 malformation, where a part of your brain hangs through the  
18 hole where your spine meets the skull; hydrocephalus,  
19 which is the overproduction of fluid in the brain;  
20 syringomyelia, which is a cyst in the spine. And I have  
21 an unnamed scarring condition which causes scar tissue to  
22 be produced at a much higher rate than normal.

23 In the last three years, I've had eight brain  
24 surgeries. On more than one occasion, I have needed to

1 travel for medical care.

2 Assuming I was still at a public school, I would  
3 have miss two full years of school if you combine all the  
4 time spent having surgeries, dealing with appointments,  
5 traveling, waiting out recovery time, and everything else  
6 that comes with the process.

7 To put that in perspective, it's over 380  
8 absences that I, instead, worked and thrived during,  
9 thanks to Connections Academy. Only Connections Academy  
10 could have provided what I needed. Since it was an online  
11 school, I was able to get back to work within two weeks of  
12 my surgeries rather than six weeks minimum at a public  
13 school.

14 They were always able to provide alternative  
15 activities that could get the point across when I was  
16 physically unable to complete something. Most  
17 importantly, however, was the fact that despite everything  
18 I've been through, I still got straight As in honor  
19 classes.

20 Shutting the school down would directly harm  
21 special needs students like me. Please keep in this mind  
22 when you make your decision. It's very important.

23 (Applause.)

24 CHAIRMAN JOHNSON: All right. We'll come back.

1 Is it loaded up?

2 CHRISTA CASILLAS: Yes.

3 CHAIRMAN JOHNSON: All right.

4 CHRISTA CASILLAS: Okay. So last but not  
5 least --

6 CHAIRMAN JOHNSON: One more time for the record,  
7 please.

8 CHRISTA CASILLAS: Christa Casillas.

9 CHAIRMAN JOHNSON: Thank you.

10 CHRISTA CASILLAS: Kaylee Watson is the student I  
11 am speaking for. Last name, W-A-T-S-O-N. First name,  
12 K-A-Y-L-E-E.

13 So Kaylee wrote: I feel like I owe it to the  
14 school so I should just share.

15 And she writes a little warning. It kind of gets  
16 dark.

17 I've never really shared this with anyone before.  
18 When I first moved to Las Vegas, I didn't know a single  
19 person here. I was thrown in school literally two weeks  
20 after we moved. School was so bad for me that I had panic  
21 attacks every day. And if I didn't have a panic attack  
22 that day, I probably wasn't there.

23 I started missing school so much that I was  
24 pretty close to getting in trouble for it. School here

1 brought me down so much that I was so close to killing  
2 myself. I was so close that I even planned in my mind how  
3 I was going to do it and when.

4 My mom ended up having to put me in NCA. When I  
5 first started, I felt so welcomed. I stopped having panic  
6 attacks. I found it so much easier to do work, I started  
7 getting passing grades, which I'm not used to so it was  
8 exciting for me.

9 I feel like being put in this school and having  
10 immediate support was one of the reasons I didn't do it.  
11 And still, to this day, I have amazing support from my  
12 teachers and counselors.

13 So that's from Kaylee.

14 And I just want to say that we get such a diverse  
15 group of kids, but they're bullied. And as a parent, I  
16 can't even imagine having to send my kid to school every  
17 day, having to experience that, or the parent who said  
18 that they had to push their kid out of the car when they  
19 were experiencing such horrendous treatment at school.  
20 Another parent who said it's a war zone. It's so scary to  
21 even send our kids to school.

22 But we have kids who are doing all kinds of  
23 fabulous things. There's kids who also have medical  
24 issues. There's all kinds of kids that need us.

1           So I would hope that you guys would pay  
2 attention. Especially you, Mr. Gavin. Thank you.

3           (Applause.)

4           CHAIRMAN JOHNSON: Is there any public comment in  
5 the north?

6           MS. OSBORNE: There isn't any.

7           CHAIRMAN JOHNSON: All right. That concludes  
8 agenda item No. 1.

9           (End of Agenda Item No. 1, Public Comment.)

10                           -o0o-

1 STATE OF NEVADA )  
2 ) ss.  
3 COUNTY OF WASHOE )

4 I, STEPHANI L. LODER, Certified Court Reporter in  
5 and for the County of Washoe, State of Nevada, do hereby  
6 certify that on Thursday, May 25, 2017, at the Grand  
7 Sierra Hotel, in the Nevada Room, located at 2500 East  
8 Second Street, Reno, Nevada, I reported the  
9 videoconferenced public hearing in the matter entitled  
10 herein;

11 That the foregoing transcript, consisting of  
12 pages 1 through 141, inclusive, is a true and correct  
13 transcript of the stenographic notes of Agenda Item No. 1,  
14 Public Comment, taken by me in the above-captioned matter  
15 to the best of my knowledge, skill, and ability.

16 As I was not present in the room with all of the  
17 participants, the appearances on the cover page are from  
18 my understanding of who was present via videoconference  
19 and telephone during the proceeding, and that speaker  
20 identification was made to the best of my ability through  
21 voice recognition;

22 I further certify that I am not an attorney or  
23 counsel for any of the parties, nor a relative or employee  
24 of any attorney or counsel connected with the action, nor

1 financially interested in the action.

2 Dated at Reno, Nevada this 20th day of June,  
3 2017.

4  
5 /s/ Stephani L. Loder  
6 Stephani L. Loder, CCR #862  
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1                   **BEFORE THE STATE PUBLIC CHARTER SCHOOL AUTHORITY**

2                                   **STATE OF NEVADA**

3  
4                                   **VIDEOCONFERENCED PUBLIC HEARING**

5   **VOLUME II**

6   **THURSDAY, MAY 25, 2017**

7   **AGENDA ITEM NOS. 2 AND 3**

8   **RENO AND LAS VEGAS, NEVADA**

9  
10  
11                                   **THE BOARD:**

12                                   JASON GUINASSO, Acting Chair (In Las Vegas)  
13                                   ADAM JOHNSON, Chair/Member (In Las Vegas)  
14                                   MELISSA MACKEDON, Vice Chair (In Las Vegas)  
15                                   PATRICK GAVIN, Executive Director (In Las Vegas)  
16                                   STAVAN CORBETT, Member (In Las Vegas)  
17                                   NORA LUNA, Member (In Las Vegas)  
18                                   JACOB SNOW, Member (In Las Vegas)  
19                                   DAVID GARDNER, Member (In Las Vegas)

20  
21                                   **FOR THE BOARD:**

22                                   GREG OTT, Deputy Attorney General (In Las Vegas)  
23                                   ROBERT WHITNEY, Deputy Attorney General (In Las Vegas)  
24                                   DANNY PELTIER, Management Analyst I (In Reno)  
                                  TANYA OSBORNE, Administrative Assistant III (In Reno)

25                                   **FOR NEVADA CONNECTIONS ACADEMY:**

26                                   LAURA GRANIER, ESQ. (In Las Vegas)

27  
28                                   Reported by:           DENISE HINXMAN, CCR #234  
  STEPHANI L. LODER, CCR #862

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PATRICK GAVIN  
DIRECT EXAMINATION BY MR. OTT 130

\*\*\*\*\*

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MOTIONS

Motion to approve Agenda Item No. 2.	4
Motion finding that this Authority has complied with the Open Meeting Law.	11
Motion to not admit any evidence or pleadings that were filed after the last continued hearing.	17
Motion to exclude late-filed evidence and pleadings and witnesses that were presented in accordance with the objection that was submitted by the Authority's attorney.	27

1 RENO/LAS VEGAS, NEVADA; THURSDAY, MAY 25, 2017; 8:01 A.M.

2 -oOo-

3 (Agenda Item No. 1, Public Comment, was  
4 reported, transcribed, and bound under  
5 separate cover in Volume I, after which the  
following proceedings were had:)

6 CHAIRMAN JOHNSON: We will move on to agenda item  
7 No. 2, approval of the April 28th, 2017, board meeting  
8 action minutes. Is there any discussion? Questions?

9 MEMBER SNOW: I move for approval. This is  
10 Member Snow.

11 VICE CHAIR MACKEDON: Member Mackedon. Second.

12 CHAIRMAN JOHNSON: All in favor of approval of  
13 the April 28th board meeting action minutes?

14 ALL: Aye.

15 CHAIRMAN JOHNSON: All right. Before we move on  
16 to action item No. 3, we're going to take a five-minute  
17 convenience break, and then we will reconvene.

18 (Recess taken.)

19 CHAIRMAN JOHNSON: I apologize for the delay.

20 We will move on to agenda item No. 3, which is  
21 the public hearing to make a determination regarding  
22 whether to take action regarding notices of -- notices  
23 sent to Nevada Connections Academy on September 30, 2016,  
24 and February 10, 2017, pursuant to the notice of intent

1 issued to Nevada Connections Academy on September 30,  
2 2016, and notice pursuant to NRS 388A.330 issued on  
3 February 10, 2017.

4 And in accordance with NRS notice -- NRS  
5 388A.330, the board will consider whether the deficiencies  
6 included in the notice of intent and notice pursuant to  
7 NRS 388A.330 have been corrected to the satisfaction of  
8 the board. Possible actions include a determination that  
9 the deficiencies have or have not been corrected to the  
10 satisfaction of the board.

11 If the deficiencies noted in either notice have  
12 not been corrected, the Board will consider if any  
13 accountability action prescribed in NRS 388A.330 is  
14 appropriate.

15 Possible actions pursuant to either notice  
16 include no action, reconstitution of the governing board,  
17 or revocation of the written charter no sooner than the  
18 end of the 2017 academic year.

19 For this matter, I actually am going to provide  
20 Member Guinasso with the authority to preside over the  
21 hearing.

22 Member Guinasso.

23 ACTING CHAIR GUINASSO: Thank you, Mr. Chairman.

24 As we say, this is the time and place for the

1 public hearing required under NRS 388A.330(3) to make a  
2 determination regarding whether Nevada Connections Academy  
3 has corrected certain deficiencies it was notified of on  
4 September 30th, 2016, as well as on February 10th, 2017.

5 Specifically, pursuant to NRS 388A.330(2), Nevada  
6 Connections Academy was placed on notice that the State  
7 Public Charter School Authority intended to revoke the  
8 written charter of Nevada Connections Academy due to a  
9 high school graduation rate for the immediately preceding  
10 school year that was less than 60 percent, in violation of  
11 NRS 388A.330(1)(e).

12 In this regard, Nevada Connections Academy is  
13 further put on notice that for the 2015 graduating cohort  
14 as defined by NAC 389.0246, their graduation rate was  
15 35.63 percent.

16 Meanwhile, for the 2016 graduating cohort, the  
17 Nevada Connections Academy was put on notice that the  
18 graduation rate was 40.09 percent.

19 Nevada Connections Academy was given at least  
20 30 days to correct the referenced deficiencies in  
21 accordance with NRS 388A.330(2)(b).

22 Now, if the Authority's board concludes that the  
23 deficiencies and Nevada Connections Academy that they were  
24 notified of about were not corrected on or about the

1 deadline provided in the September 30th, 2016, notice and  
2 the February 10th, 2017, notice, this public body will  
3 then consider whether to reconstitute the governing body  
4 of Nevada Connections Academy or whether to revoke their  
5 written charter.

6 Mr. Whitney, have the appropriate notices been  
7 posted and provided to the parties for this public  
8 hearing?

9 MR. WHITNEY: (No audible response.)

10 ACTING CHAIR GUINASSO: Mr. Whitney, would you  
11 mind taking a microphone, please, and repeating?

12 MR. WHITNEY: Thank you. This is Robert Whitney.

13 Yes, the appropriate notices have been posted  
14 and -- for this meeting and also sent to the parties.

15 ACTING CHAIR GUINASSO: And, Counsel, could you  
16 please put your appearances for the record.

17 MR. OTT: Deputy Attorney General Greg Ott on  
18 behalf of SPCSA staff.

19 MS. GRANIER: Laura Granier on behalf of NCA,  
20 Nevada Connections Academy.

21 ACTING CHAIR GUINASSO: Thank you. Now, Counsel,  
22 as I explained, there are two primary issues that must be  
23 decided with respect to the notice of intent that was  
24 issued by NCA -- issued to Nevada Connections Academy.

1           And with regard to the September 30th, 2016,  
2 notice of intent, as I understand it, the first issue to  
3 decide is whether the Nevada State Public Charter School  
4 Authority can establish by a preponderance of the evidence  
5 that Nevada Connections Academy has failed to correct the  
6 deficiency in its graduation rate.

7           And I think to decide this issue, the board must  
8 hear evidence and argument regarding whether, for the 2015  
9 graduating cohort at Nevada Connections Academy as defined  
10 by the NAC -- that is NAC 389.0246 -- that the Connections  
11 Academy graduation rate was less than 60 percent.

12           The second issue under that would be whether  
13 Nevada Connections Academy corrected or proposed  
14 corrections to this deficiency; and then thirdly, whether  
15 the corrections or proposed corrections are sufficient to  
16 correct the noticed deficiency.

17           After those issues are decided, then the next  
18 major issue that's presented to this board is if the board  
19 finds that Nevada Connections Academy Nevada has a  
20 graduation rate less than 60 percent and it has not  
21 corrected this deficiency, then this board will have  
22 the -- I'm sorry, the Authority will have the burden to  
23 prove by a preponderance of the evidence whether it is  
24 lawful and appropriate to either reconstitute the

1 governing body of Nevada Connections Academy or to revoke  
2 Nevada Connections Academy's written charter.

3 Now, with regard to the February 10th, 2017,  
4 notice of intent, the issues are essentially the same,  
5 except the relevant cohort is for the 2016 school year.

6 Before I go any further, are there any objections  
7 to the issues as I have stated them or any other issues  
8 that either of you believe that this board must address  
9 before we move forward with today's hearing?

10 MS. GRANIER: Yes. I have some questions about  
11 the process, but I also would request clarification and/or  
12 state an objection.

13 You referenced NAC 389.0246 as defining  
14 graduation rate, and I don't believe that is accurate.  
15 Maybe there is a miscitation in there.

16 ACTING CHAIR GUINASSO: Okay. So for the record,  
17 what I'll do is, rather than go back and get the NAC, what  
18 I'll do is I'll just strike the reference to that and let  
19 the two of you argue what the relevant law is relative to  
20 the graduate -- I was just trying to summarize the issue,  
21 not really make an argument for either.

22 MR. OTT: Deputy Attorney General Greg Ott. I  
23 believe that citation defines graduating cohort, not  
24 graduation rate. So I believe that's what it's calling

1 for.

2 ACTING CHAIR GUINASSO: That's right. That's  
3 what I understand, too. So but with regard to the  
4 graduating cohort or the graduation rate, I'll let the two  
5 of you argue what the relevant law should be.

6 MS. GRANIER: Thank you. And then with respect  
7 to the process, will you explain to us, as far as opening  
8 arguments and witnesses, how this will be broken down?

9 ACTING CHAIR GUINASSO: Yes.

10 MS. GRANIER: Thank you.

11 ACTING CHAIR GUINASSO: That's next.

12 MS. GRANIER: Okay.

13 ACTING CHAIR GUINASSO: All right. I noticed in  
14 the pleadings that there was some argument about Open  
15 Meeting Law complaints or, that is, the past meetings that  
16 were alleged not to have complied with the Open Meeting  
17 Law. I don't know that the Authority has jurisdiction to  
18 decide whether or not it has violated the Open Meeting  
19 Law.

20 Legal counsel, Mr. Whitney, with regard to the  
21 meetings in question, was it your legal opinion that this  
22 board had complied with the relevant provisions of the  
23 Open Meeting Law?

24 MR. WHITNEY: Mr. Chair, this is Robert A.

1 Whitney.

2 I do believe that the board did comply with the  
3 Open Meeting Law at its prior meetings on this matter.

4 ACTING CHAIR GUINASSO: So the presumption that  
5 this board works under is that when our legal counsel  
6 tells us that we're in compliance, we presume that our  
7 legal counsel is correct and will defer to his legal  
8 opinion.

9 So what I'd like is to make a motion for this  
10 board to either approve or disapprove, and as the motion,  
11 finding that this Authority has both complied with the  
12 Open Meeting Law based on legal opinion of board counsel  
13 and based on what has been argued in the pleadings.

14 Can I get a second?

15 VICE CHAIR MACKEDON: Melissa Mackedon, second.

16 ACTING CHAIR GUINASSO: All right. Any  
17 discussion? All right.

18 All in favor of the motion, please signify by  
19 saying aye.

20 ALL: Aye.

21 ACTING CHAIR GUINASSO: Aye. And none opposed.  
22 So motion carries.

23 So let me go ahead then and just explain the  
24 process. What we're going to start out doing today is

1 looking at the exhibits that have been submitted, and  
2 we'll mark and admit them up front so that as we go  
3 through the hearing, we don't have to deal with the kinds  
4 of objections that may slow the hearing down.

5 What I'd like to have in that part of the process  
6 is if there are any objections to the materials that are  
7 presented, those objections be made up front. We can make  
8 a note of what those objections are for the record and  
9 then make a decision on whether to admit or not to admit  
10 those exhibits.

11 We're going to confirm the list of witnesses to  
12 make sure we know who is testifying. If those people are  
13 in the room, we would likely ask them to be excused from  
14 the room if they're going to be witnesses to the dry  
15 testimony.

16 And then what we're going to do is take opening  
17 statements not to exceed 15 minutes on whether the Nevada  
18 State Public Charter School Authority can establish by a  
19 preponderance of the evidence that Nevada Connections  
20 Academy has failed to correct the deficiency in its  
21 graduation rate. So we'll just start out with that first  
22 issue, and we'll hear the Authority's case in chief.

23 We'll hear after that the Nevada Connections  
24 Academy's case in chief. And then after each party has --

1 during your case in chief, after each party has questioned  
2 each witness, what we'll have is an opportunity for board  
3 members to ask questions of the witnesses.

4 And then, Counsel, at the conclusion of board  
5 member questions, we'll each have an opportunity to ask  
6 questions of the witnesses and follow up to what the  
7 members have asked so that there's nothing hanging. If  
8 there's a question you might want clarification on,  
9 already answered, then you have that opportunity.

10 After your respective cases in chief on that  
11 first issue, the Authority will hear closing arguments.  
12 And that is the board will hear closing arguments. And  
13 the Authority will provide the first closing argument. At  
14 the conclusion of their closing argument, the board will  
15 have opportunities to ask questions of what was  
16 represented and the arguments that were made.

17 And then after that is concluded, then the Nevada  
18 Connections Academy will have its opportunity for closing  
19 argument. At the conclusion of your closing argument,  
20 board members will then ask Connections Academy for  
21 answers to questions. And then the Authority will get a  
22 final rebuttal closing argument. And then that will then  
23 result in the issue -- that issue being submitted for the  
24 board for a decision.

1           The board will deliberate publicly on deciding  
2 the first issues that were presented, and then a motion  
3 will be taken to direct the prevailing party to prepare  
4 findings of fact and conclusions of law consistent with  
5 the board's decision.

6           The findings of fact and conclusions of law, just  
7 for your information, Counsel, we'll ask that those be  
8 completed within 20 days of our decision, provided to  
9 opposing counsel on the 20th day.

10           The opposing party will have five days to prepare  
11 a letter with any objections to the findings of fact and  
12 conclusions of law. And then when the board reconvenes  
13 next month, the board will approve those findings of fact  
14 and conclusions of lawyer, having considered any  
15 objections that were raised by the non-prevailing party.

16           Thereafter, I will proceed to engage the  
17 foregoing process to address the second issue, and that is  
18 if the board finds that Nevada Connections Academy has a  
19 graduation rate of less than 60 percent and that has not  
20 corrected that deficiency, the Authority will have the  
21 burden to prove by preponderance of the evidence whether  
22 it is lawful and appropriate to either reconstitute the  
23 governing body of Nevada Connections Academy or revoke  
24 Nevada Connections Academy's written charter. So we'll

1 follow that whole same process to get to a conclusion on  
2 that second issue.

3 Are there any questions first of counsel with  
4 regard to the process we're about to embark on? Or any  
5 objections?

6 MR. OTT: Deputy Attorney General Greg Ott. I  
7 have one question.

8 With regard to the questioning of witnesses from  
9 the board, does that come after cross-examination from  
10 opposing counsel?

11 ACTING CHAIR GUINASSO: Yes. So after the  
12 counsel of both have had their opportunities to question  
13 the witness, then we'll give the opportunity for board  
14 members to ask questions of those witnesses as well.

15 Are there any other questions or objections?

16 MS. GRANIER: Just one other objection. Just for  
17 the record, we did submit a motion for recusal or  
18 disqualification. We received an order from board Chair  
19 Johnson. We did request that that be considered by the  
20 full board.

21 But based on my discussion with you during a  
22 break, I understand, Acting Chair Guinasso, your  
23 conclusion is that we are not entitled to have a full  
24 board consider that motion.

1           ACTING CHAIR GUINASSO: I believe that motion has  
2 already been decided by the chair. So there would be no  
3 reason to bring that back up unless there was a board  
4 member who, by motion, wanted to move to bring that issue  
5 to the full board for consideration.

6           Hearing no motion in that regard, the decision of  
7 the chair will stand, and that will -- the motion and the  
8 opposition that were filed will be a part of the record  
9 along with the decision.

10           So if any party disagrees with that or wants to  
11 make that an issue on appeal, then that will serve as the  
12 record as to the arguments that were made and the ultimate  
13 decision that was made.

14           MS. GRANIER: Thank you.

15           ACTING CHAIR GUINASSO: All right. Having heard  
16 a number of questions or objections from counsel, I just  
17 want to make sure, are my fellow board members okay with  
18 the process that's been laid out? Any questions about the  
19 process? All right.

20           Well, let's go ahead and mark and admit evidence,  
21 and I'm going to start backwards because there was some  
22 questions that went forth asking for a clarification as to  
23 why evidence and witnesses were presented after the last  
24 hearing. Because the last hearing was continued due to a

1 medical emergency, and then a significant amount of  
2 exhibits and new witnesses were proposed for this hearing.  
3 There is also a motion filed objecting to late-filed  
4 evidence and pleadings and witnesses.

5 And so what I'd like to do is first ask: Has the  
6 board had an opportunity to review both the material that  
7 Nevada Connections Academy has provided with regard to why  
8 they believe that evidence should be considered by the  
9 board, even though it was filed after the last  
10 continuance? And have they had the opportunity to review  
11 Mr. Ott's objection?

12 If I could just get a yes or no for the record.

13 MEMBER JOHNSON: Member Johnson, yes.

14 MEMBER LUNA: Member Luna, yes.

15 VICE CHAIR MACKEDON: Member Mackedon, yes.

16 MEMBER GARDNER: Member Gardner, yes.

17 MEMBER SNOW: Member Snow, yes.

18 ACTING CHAIR GUINASSO: Okay. Then what I'd like  
19 to do is make a motion to not admit any evidence or  
20 pleadings that were filed after the last continued  
21 hearing. And if I could get a second on that, we can take  
22 some discussion.

23 MEMBER GARDNER: Member Gardner. I second that  
24 motion.

1           ACTING CHAIR GUINASSO: Okay. So with regard to  
2 the evidences submitted after the fact, that is after the  
3 March 30th hearing, Mr. Ott submitted objections that are  
4 really consistent with the way that I had conceived of  
5 that -- of the motion to continue. And that was, it was  
6 for a medical emergency only, and that on the -- on the  
7 day that the hearings were originally scheduled for,  
8 Nevada Connections Academy was prepared with the evidence  
9 that it needed to proceed along with the witnesses that  
10 were prepared to proceed.

11           And one of the concerns I have about taking on  
12 all this additional evidence and, as well as the  
13 witnesses, is we budgeted for a three-day hearing. If we  
14 have to hear from what looks to be 52 witnesses instead of  
15 the original 12 plus four that were optional witnesses in  
16 your original witness disclosure, there's no way that  
17 we're going to be able to get this hearing done in the  
18 three days allotted.

19           But with regard to the documentary exhibits, it  
20 seems to me -- and maybe we could go through these one by  
21 one.

22           It seems to me that either the documents are not  
23 relevant to the issues that are squarely presented to you  
24 as I have stated them, or that they're redundant. That

1 is, the documents have already been submitted in prior  
2 submittals that we're already going to consider.

3 So maybe, Mr. Ott, before we vote on the motion,  
4 can you maybe just summarize your position for the board?

5 MR. OTT: Certainly. Just to restate our  
6 objection, the reason for the continuance in March was the  
7 medical emergency. There was never any request from NCA  
8 to supplement or augment the record or any representation  
9 that they were unprepared in March.

10 For the record, we likely would have opposed  
11 those motions. So obviously having not seen them, I can't  
12 say for certain, but we likely would have opposed them.

13 And the late disclosure of exhibits, contrary to  
14 what was in NCA's explanation, is burdensome for staff.  
15 Contrary to their assertion, all of these documents were  
16 not in our possession. Significantly, the items from  
17 Dr. Garza that were Exhibits U and going downward were not  
18 in the SPCSA's possession.

19 And there were, by my count, over 2200 pages of  
20 exhibits in addition to the additional 30 witnesses. So  
21 we feel it would be extremely burdensome to admit these,  
22 and that was the reason for our objection.

23 ACTING CHAIR GUINASSO: Ms. Granier?

24 MS. GRANIER: Thank you. We are not suggesting

1 and never suggested that we were not prepared to proceed.  
2 That is absolutely correct that the March hearing was  
3 continued for a medical emergency.

4 There was never a deadline or a requirement for  
5 pre-disclosure of any documents other than in this  
6 Authority's order, prehearing order, that said in order to  
7 present an exhibit at the hearing, we have to first show  
8 it to opposing counsel. That was it.

9 So our expectation was we were coming with more  
10 exhibits than perhaps we had disclosed because that was a  
11 voluntary disclosure.

12 So these are not new exhibits. They are  
13 documents that were in existence, with the exception of  
14 Dr. Garza. However, we had third-party validation, and we  
15 fully intended to present that at that hearing.

16 I don't know of any Nevada law, and there was  
17 nothing in the order that required that pre-disclosure.  
18 The only reason, frankly, we disclosed them when we did in  
19 May was because Director Gavin was making representation  
20 to third parties that we were not going to be allowed to  
21 present what is absolutely material evidence to you about  
22 the graduation rate, the calculation of the graduation  
23 rate, and the students who make up that graduation rate.

24 When we heard that through a third party, we

1 figured he sometimes has knowledge that we don't relative  
2 to how these things proceed, so we'd better go ahead and  
3 make a disclosure in plenty of time so that there would be  
4 no prejudice.

5 So in accordance with the prior order that said  
6 make disclosures of your witnesses five days ahead of the  
7 hearing, we did that, and we provided the update to be  
8 sure there would be no prejudice.

9 But with the exception of Dr. Garza's reports, as  
10 you noted, Member Guinasso, many of these materials are  
11 either available to the Authority, or they have been  
12 previously provided.

13 We certainly have no desire to take up more time  
14 or present evidence that is redundant, but I also think  
15 that relevance is not an applicable standard under Nevada  
16 law for an agency hearing. We have -- we should be given  
17 a full and fair hearing to present the evidence that we  
18 believe is important to your consideration of this very  
19 serious issue.

20 So I would request -- you know, there's a very  
21 limited standard for exclusion of evidence under NRS 233B,  
22 and I would ask you to follow that. And it would not  
23 provide for exclusion of any of this.

24 There is no prejudice. Mr. Ott has had them. He

1 raised an objection that they were not previously marked.  
2 They are all Bates labeled so they are easily identified.  
3 And Mr. Whitney, I believe, will correct for the record,  
4 as Mr. Ott was aware because he was copied on an e-mail,  
5 that I actually reached out to Mr. Whitney before we made  
6 this voluntary disclosure over a week ago to say, "How  
7 should we mark things to keep things orderly?" And he  
8 said we would deal with it at the hearing. So there is no  
9 prejudice.

10 With respect to time, we absolutely are very  
11 respectful of all of the time in three days, and we  
12 believe we can complete the hearing in three days. We  
13 want to be able to put on all of our evidence.

14 If we cannot put on all of these witnesses, we  
15 certainly will take a look and prioritize which ones we  
16 want to put on, but we would be -- ask to be given the  
17 opportunity to present to you what we believe is material  
18 to your decision today.

19 ACTING CHAIR GUINASSO: Thank you. Just to  
20 question -- I was having a hard time understanding this.  
21 Why weren't these 2200-plus pages disclosed before the  
22 last scheduled hearing? Because they were all available,  
23 as you have said, except for maybe two of the exhibits.  
24 And it seems like if they were material to your argument,

1 that you would have presented them in preparation for the  
2 last scheduled hearing because, as you have already  
3 stated, you were fully prepared to go forward on  
4 March 30th of this year.

5 MS. GRANIER: That's absolutely right. If you  
6 look back at the order that this Authority board issued  
7 for the hearing and how the hearing would proceed, the  
8 requirement in that order was that, prior to presenting  
9 evidence, documentary evidence for the hearing, it had to  
10 be shown to the other side. There was no disclosure  
11 deadline or prehearing disclosure required.

12 ACTING CHAIR GUINASSO: That's not my question.  
13 My question is: Why didn't you present these documents  
14 and these witnesses prior to the last hearing?

15 MS. GRANIER: Because I did not know there was a  
16 requirement, any pre-disclosure requirement. It was not  
17 in the order, and it's not required under Nevada law.

18 ACTING CHAIR GUINASSO: Okay.

19 MS. GRANIER: I didn't know until I heard that  
20 Director Gavin was telling people --

21 ACTING CHAIR GUINASSO: All right. That -- that  
22 answers my -- any other questions from any of the other  
23 members regarding this issue or any other discussion? All  
24 right.

1           Before we move forward with a vote, Mr. Whitney,  
2 did you want to make a clarification for the record with  
3 regard to the Bates-stamping issue?

4           MR. WHITNEY: Thank you, Mr. Chair. This is  
5 Robert Whitney.

6           I do want to say that Attorney Granier did reach  
7 out to me prior to the hearing. She sent an e-mail to me.  
8 And I -- frankly, I had forgotten about the fact that  
9 there had been mention of Bates stamping previously in an  
10 order. So I did respond to her.

11           I did say several exhibits have already been  
12 received. The board is going to mark both parties'  
13 exhibits at the hearing itself, and admission of the  
14 exhibits will be determined at the hearing.

15           And so I know on three of the opposition, there  
16 was a mention of that. And so that is the e-mail about  
17 NCA disregarding the scheduling order. But that was the  
18 e-mail that I did send to Ms. Granier.

19           ACTING CHAIR GUINASSO: Just rest assured that no  
20 exhibit is going to be excluded because it wasn't numbered  
21 or Bates stamped. It would have been convenient to have  
22 Bates stamp numbers at the bottom like the Authority did.  
23 But we can certainly clear up the numbering and all those  
24 issues as we go through the exhibits and mark them.

1           So with that, any other comments that either  
2 counsel would like to make before we take a vote on the  
3 motion? Okay.

4           MR. OTT: Sorry. Just briefly. There is  
5 reference to written or documentary evidence being  
6 disclosed in the notice of the March hearing to be  
7 exchanged by March 24.

8           ACTING CHAIR GUINASSO: Say that -- could you  
9 repeat that?

10          MR. OTT: Yeah. So in the notice of the hearing  
11 issued by -- the February 10 notice does say: Nevada  
12 Connections Academy and the Authority staff must exchange  
13 written or documentary evidence they wish to be considered  
14 by the Authority board by no later than 5:00 p.m. Pacific  
15 time on March 24, 2017.

16          And a similar one is included in the December  
17 e-mail, but that was for a prior hearing. The March one I  
18 thought was the relevant...

19          ACTING CHAIR GUINASSO: Thank you. Member  
20 Gardner?

21          MEMBER GARDNER: Just a quick question. The  
22 supplemental exhibits that you guys provided after the  
23 March hearing had been continued, were those prepared at  
24 the March hearing? Were you planning on using those at

1 the March hearing, or were those things that were done  
2 afterwards due to the extension?

3 MS. GRANIER: Many of them were prepared at the  
4 March hearing. Some of them did not exist at the March  
5 hearing such as the exhibits Dr. Garza did prepare.  
6 Again, we didn't believe there was any prejudice. We had  
7 not previously disclosed them.

8 ACTING CHAIR GUINASSO: The court reporter is in  
9 Northern Nevada, right? Can the court reporter read back  
10 the original motion.

11 MS. OSBORNE: I'm sorry, could you ask that  
12 again, please.

13 ACTING CHAIR GUINASSO: I just need the court  
14 reporter to read back the original motion before we vote  
15 on it.

16 MR. PELTIER: Please stand by. We just need one  
17 moment to locate that within the transcript. She is going  
18 through it right now.

19 ACTING CHAIR GUINASSO: Thank you.

20 If you can't get to it, then what I'll do is I'll  
21 just summarize it, but the motion as it was stated earlier  
22 will stand. So maybe what I'll do is I'll just summarize  
23 what the motion is.

24 Again, I believe the motion was to exclude

1 late-filed evidence and pleadings and witnesses that were  
2 presented in accordance with the objection that was  
3 submitted by the Authority's attorney.

4 The second was provided by Member Gardner. All  
5 those in favor of that motion, please signify by saying  
6 aye.

7 ALL: Aye.

8 ACTING CHAIR GUINASSO: Aye.

9 Any opposed?

10 (No audible response.)

11 ACTING CHAIR GUINASSO: All right. So the motion  
12 carries unanimously. All the evidence that was submitted  
13 after the March 30th, 2017, hearing date and all the  
14 witnesses that have been presented and the pleadings  
15 related thereto will be excluded.

16 So that brings us to the original exhibits that  
17 are on file. What I'd like to do is go to the Authority's  
18 exhibits, and I believe there are 1, 2, 3, 4, 5, 6 --  
19 there are 13 total exhibits.

20 Ms. Granier, do you have any objections to any of  
21 the exhibits the Authority has submitted?

22 MS. GRANIER: I'm sorry. I thought you were  
23 going to go through them one by one so we would have the  
24 ability to consider authenticity or any other objections.

1           ACTING CHAIR GUINASSO: Sure. I can do that if  
2 you would like.

3           So with regard to Exhibit 1, I understand  
4 Exhibit 1 of the Authority's exhibits to be cohort  
5 graduation rates. I'm going to mark that as Exhibit 1.  
6 Are there any objections to that exhibit?

7           MS. GRANIER: I'm going to object that it appears  
8 to be an incomplete version. So it's -- you know, that's  
9 my objection. Incompleteness.

10          ACTING CHAIR GUINASSO: Mr. Ott, any response?

11          MR. OTT: What do you mean by incomplete? What's  
12 missing?

13          MS. GRANIER: Well, I can't tell. I don't know  
14 where this came from or what the complete version is other  
15 than there is a reference to Nevada Report Card at the  
16 bottom. So if it's an issue of something that can be  
17 taken judicial notice of to see the full version, then  
18 that might be acceptable, if that's a practice this board  
19 will recognize.

20          MR. OTT: This did come from Nevada Report Card.  
21 I can have someone authenticate it, or the board can take  
22 judicial notice that these are the items on the Nevada  
23 Report Card. Either is fine with us.

24          ACTING CHAIR GUINASSO: We'll have you

1 authenticate it with your witnesses at the appropriate  
2 time, but for now, I'll make a motion to admit Exhibit 1.

3 Could I please get a second?

4 CHAIRMAN JOHNSON: Member Johnson, second.

5 ACTING CHAIR GUINASSO: Okay. All those in  
6 favor?

7 ALL: Aye.

8 ACTING CHAIR GUINASSO: Aye.

9 Any opposed?

10 (No audible response.)

11 ACTING CHAIR GUINASSO: Okay.

12 (Motion to admit Exhibit No. 1 made,  
13 seconded, and unanimously carried.)

14 ACTING CHAIR GUINASSO: Exhibit 2. This is, as I  
15 understand it, the Authority's exhibit. I'm going to mark  
16 it as Exhibit 2. It's a notice of intent to revoke  
17 written charter dated September 30th, 2016. Any  
18 objection?

19 MS. GRANIER: No.

20 ACTING CHAIR GUINASSO: Okay. That will be  
21 marked and admitted as Exhibit 2.

22 (Exhibit No. 2 admitted.)

23 ACTING CHAIR GUINASSO: Authority's Exhibit 3, as  
24 I understand it, is a notice of intent to revoke the

1 written charter dated February 10, 2017. I'm going to  
2 mark it as Exhibit 3. Any objection?

3 MS. GRANIER: No.

4 ACTING CHAIR GUINASSO: Okay. That exhibit has  
5 been marked and admitted as Exhibit 3.

6 (Exhibit No. 3 admitted.)

7 ACTING CHAIR GUINASSO: Exhibit 4, as I  
8 understand it, is the State Public Charter School  
9 Authority's minutes from the February 26, 2016, meeting.  
10 I'm going to mark it as Exhibit 4. Are there any  
11 objections?

12 MS. GRANIER: It's more a question, I would say,  
13 than an objection. With respect to any minutes of this  
14 Authority, I would think those would be subject to your  
15 judicial notice, and I'm just asking if you will be taking  
16 judicial notice of any such minutes.

17 ACTING CHAIR GUINASSO: Yeah. We can certainly  
18 take judicial notice of the minutes, but what I would do,  
19 since it was specifically offered as an exhibit, we'll  
20 mark it as such. And absent any objection, I'll take --  
21 I'll make a motion right now to accept Exhibit 4.

22 Can I get a second?

23 CHAIRMAN JOHNSON: Member Johnson, second.

24 ACTING CHAIR GUINASSO: Okay. All those in

1 favor?

2 ALL: Aye.

3 ACTING CHAIR GUINASSO: All those opposed?

4 (No audible response.)

5 ACTING CHAIR GUINASSO: Okay. None opposed.

6 (Motion to admit Exhibit No. 4 made,  
7 seconded, and unanimously carried.)

8 ACTING CHAIR GUINASSO: I actually didn't do that  
9 for 3 and 2. I probably should do that. I'd like to move  
10 that Exhibits 2 and 3 be admitted as Exhibits 2 and 3.  
11 All those in favor?

12 ALL: Aye.

13 ACTING CHAIR GUINASSO: Any opposed?

14 (No audible response.)

15 (Motion to admit Exhibit No. 2 made,  
16 seconded, and unanimously carried.)

17 (Motion to admit Exhibit No. 3 made,  
18 seconded, and unanimously carried.)

19 ACTING CHAIR GUINASSO: Okay. All right. Now  
20 I'm going to Authority's Exhibit 5. It purports to be the  
21 State Public Charter School Authority's minutes from  
22 July 29th of 2016. I'm going to mark it as Exhibit 5.  
23 Are there any objections?

24 MS. GRANIER: No.

ACTING CHAIR GUINASSO: Okay. I'll move to

1 accept Exhibit 5.

2 CHAIRMAN JOHNSON: Member Johnson, second.

3 ACTING CHAIR GUINASSO: Okay. All those in  
4 favor?

5 ALL: Aye.

6 ACTING CHAIR GUINASSO: Any opposed?

7 (No audible response.)

8 (Motion to admit Exhibit No. 5 made,  
9 seconded, and unanimously carried.)

10 ACTING CHAIR GUINASSO: All right. Exhibit 6 is  
11 the Authority's exhibit. I'm going to mark it as Exhibit  
12 6. It purports to be Nevada Connections Academy meeting  
13 minutes from January 25th of 2017. Are there any  
14 objections?

15 MS. GRANIER: Subject to proper authentication,  
16 no.

17 ACTING CHAIR GUINASSO: Okay. So, Mr. Ott, at  
18 the appropriate time, authenticate that.

19 But notwithstanding the authentication objection,  
20 I'll move to accept Exhibit 6.

21 CHAIRMAN JOHNSON: Member Johnson, second.

22 ACTING CHAIR GUINASSO: All those in favor?

23 ALL: Aye.

24 ACTING CHAIR GUINASSO: Any opposed? Okay.

1 Exhibit 6 is admitted.

2 (Motion to admit Exhibit No. 6 made,  
3 seconded, and unanimously carried.)

4 ACTING CHAIR GUINASSO: All right. There's also  
5 Authority's Exhibit 7. This purports to be the charter  
6 school agreement. I'm going to mark it as Exhibit 7. Are  
7 there any objections?

8 MS. GRANIER: No.

9 ACTING CHAIR GUINASSO: No objections.

10 Therefore, I move to accept Exhibit 7.

11 CHAIRMAN JOHNSON: Member Johnson, second.

12 ACTING CHAIR GUINASSO: All those in favor?

13 ALL: Aye.

14 ACTING CHAIR GUINASSO: Any opposed?

15 (No audible response.)

16 ACTING CHAIR GUINASSO: Okay. Motion carries.

17 (Motion to admit Exhibit No. 7 made,  
18 seconded, and unanimously carried.)

19 ACTING CHAIR GUINASSO: Exhibit 8 purports to be  
20 the State Public Charter School Authority's minutes for  
21 the meeting on March 25th of 2016. I'm going to mark it  
22 as Exhibit 8. Are there any objections?

23 MS. GRANIER: No.

24 ACTING CHAIR GUINASSO: Okay. Hearing no

1 objections, I'd like to move to accept Exhibit 8.

2 MEMBER JOHNSON: Member Johnson, second.

3 ACTING CHAIR GUINASSO: All those in favor?

4 ALL: Aye.

5 ACTING CHAIR GUINASSO: Any opposed?

6 (No audible response.)

7 ACTING CHAIR GUINASSO: All right. Motion  
8 carries. Thank you.

9 (Motion to admit Exhibit No. 8 made,  
10 seconded, and unanimously carried.)

11 ACTING CHAIR GUINASSO: Exhibit 9, Authority's  
12 Exhibit 9. I'm going to mark it as Exhibit 9. It  
13 purports to be Nevada Connections Academy graduates and  
14 nongraduates over time. Any objection?

15 MS. GRANIER: Yes. I think it lacks foundation.  
16 I would like it to be authenticated. I'm not sure who  
17 prepared it, and I'm not sure what it purports to  
18 represent or the basis for any evidence that it is  
19 purporting to be demonstrative of.

20 ACTING CHAIR GUINASSO: Mr. Ott?

21 MR. OTT: Well, it's just a graphical  
22 representation of the graduation rates contained in  
23 Exhibit 1. We can authenticate it at the time, but it's  
24 just the numbers in a graphical format.

1           ACTING CHAIR GUINASSO: Okay. I'd like to move  
2 to accept Exhibit 9 pending authentication.

3           CHAIRMAN JOHNSON: Member Johnson, second.

4           ACTING CHAIR GUINASSO: All those in favor?

5           ALL: Aye.

6           ACTING CHAIR GUINASSO: Any opposed?

7           (No audible response.)

8           ACTING CHAIR GUINASSO: All right. That exhibit  
9 will be Exhibit 9.

10                   (Motion to admit Exhibit No. 9 made,  
11                   seconded, and unanimously carried.)

12           ACTING CHAIR GUINASSO: Exhibit 10 purports to be  
13 the State Public Charter School Authority's meeting  
14 minutes from March 25th of 2013. I'm going to mark it as  
15 Exhibit 10. Are there any objections?

16           MS. GRANIER: No.

17           (Discussion off the record.)

18           ACTING CHAIR GUINASSO: Let me restate that. I  
19 said it was from March 25th. It's actually from March  
20 22nd.

21           So I'd like to move to admit Exhibit 10.

22           CHAIRMAN JOHNSON: Member Johnson, second.

23           ACTING CHAIR GUINASSO: All those in favor?

24           ALL: Aye.

1 ACTING CHAIR GUINASSO: Any opposed?

2 (No audible response.)

3 ACTING CHAIR GUINASSO: Okay. Motion carries.

4 (Motion to admit Exhibit No. 10 made,  
5 seconded, and unanimously carried.)

6 ACTING CHAIR GUINASSO: Exhibit 11 appears to be  
7 an exhibit regarding Nevada Connection Academy's  
8 graduation rates over time. I'm going to mark it as  
9 Exhibit 11. Any objection?

10 MS. GRANIER: Yes. I think it needs proper  
11 authentication, and which may include additional  
12 objections when it's attempted to be authenticated,  
13 including a lack of foundation.

14 ACTING CHAIR GUINASSO: Okay. Mr. Ott?

15 MR. OTT: Yeah, we can authenticate it at the  
16 time. It's the information in Exhibit 1 displayed in a  
17 graphical format.

18 ACTING CHAIR GUINASSO: Okay. Pending  
19 authentication, I'm going to move to accept Exhibit 11.

20 MEMBER JOHNSON: Member Johnson, second.

21 ACTING CHAIR GUINASSO: All those in favor?

22 ALL: Aye.

23 ACTING CHAIR GUINASSO: Okay. Any opposed?

24 (No audible response.)

1           ACTING CHAIR GUINASSO: Okay. Exhibit 11 is  
2 marked and admitted.

3                         (Motion to admit Exhibit No. 11 made,  
4                         seconded, and unanimously carried.)

5           ACTING CHAIR GUINASSO: Exhibit 12, Authority's  
6 Exhibit 12 purports to be State of Nevada Office of the  
7 Comptroller Fiscal Report for -- Mr. Ott, is it fiscal  
8 year 2011?

9           MR. OTT: It's a number of fiscal years starting  
10 with 2011 and moving forward.

11           ACTING CHAIR GUINASSO: Okay. Thank you. So I'm  
12 going to mark that as Exhibit 12. Are there any  
13 objections?

14           MS. GRANIER: Again, I think it should be subject  
15 to proper authentication, unless you're taking judicial  
16 notice of it.

17           ACTING CHAIR GUINASSO: Okay. Subject to  
18 authentication at the appropriate time, Mr. Ott, I'm going  
19 to ask that this exhibit be admitted. I make a motion to  
20 have this exhibit admitted.

21           MEMBER JOHNSON: Member Johnson, second.

22           ACTING CHAIR GUINASSO: Okay. All those in  
23 favor?

24           ALL: Aye.

1           ACTING CHAIR GUINASSO:  Aye.

2           Opposed?

3           (No audible response.)

4           ACTING CHAIR GUINASSO:  Okay.  Motion carries.

5                         (Motion to admit Exhibit No. 12 made,  
6                         seconded, and unanimously carried.)

7           ACTING CHAIR GUINASSO:  And finally, we have  
8 Authority's Exhibit 13.  It purports to be public dollars  
9 invested in NCA.  That is the Nevada Connections Academy.  
10 I'm going to mark it as Exhibit 13.  Are there any  
11 objections?

12           MS. GRANIER:  Yes.  I would request proper  
13 authentication, which may lead to foundation objections  
14 depending --

15           ACTING CHAIR GUINASSO:  Mr. Ott?  Oh, sorry.  
16 Excuse me.

17           MS. GRANIER:  -- depending on the information  
18 provided when it's attempted to be authenticated.

19           ACTING CHAIR GUINASSO:  Thank you, Ms. Granier.  
20 Mr. Ott?

21           MR. OTT:  So this is, again, just a graphical  
22 representation of the amounts contained in Exhibit 12.  We  
23 can authenticate it at the time.

24           ACTING CHAIR GUINASSO:  Okay.  Subject to

1 appropriate authentication, I move to accept Exhibit 13.

2 CHAIRMAN JOHNSON: Just quickly, with this --  
3 there's a noticed -- a noted typo in one of the -- this  
4 appears to be a noted typo?

5 ACTING CHAIR GUINASSO: We'll ask Mr. Ott.

6 MEMBER JOHNSON: Mr. Ott, there appears to be a  
7 noted typo in this exhibit. I just want to make sure it  
8 is a typo. Goes fiscal year '13, fiscal year '14, fiscal  
9 year '13, fiscal year '16.

10 MR. OTT: That's, in fact, a typo.

11 MEMBER JOHNSON: Okay.

12 ACTING CHAIR GUINASSO: So what should that read?  
13 2015?

14 MR. OTT: Correct. It corresponds to 2015 in  
15 Exhibit 12.

16 ACTING CHAIR GUINASSO: When you authenticate  
17 this document, will you be sure to correct that with the  
18 person authenticating the document?

19 MR. OTT: (No audible response.)

20 ACTING CHAIR GUINASSO: Okay. Can I get a second  
21 to the motion?

22 CHAIRMAN JOHNSON: Pending authenticate --  
23 second. Member Johnson.

24 ACTING CHAIR GUINASSO: Okay. All those in

1 favor?

2 ALL: Aye.

3 ACTING CHAIR GUINASSO: Okay. Any opposed?

4 (No audible response.)

5 (Motion to admit Exhibit No. 13 made,  
6 seconded, and unanimously carried.)

7 ACTING CHAIR GUINASSO: All right. So that  
8 concludes what I have for the Authority's exhibits.

9 Mr. Ott, did I miss any of your exhibits?

10 MR. OTT: I'm sorry, could you restate that?

11 ACTING CHAIR GUINASSO: Did I miss any of your  
12 exhibits? I think that concludes --

13 MR. OTT: No. No. That was all the exhibits we  
14 had.

15 ACTING CHAIR GUINASSO: Okay. So then we're  
16 going to go ahead and move to Nevada Connections Academy's  
17 exhibits.

18 Ms. Granier, what I did is that, originally you  
19 submitted an Exhibit A, which was your cure letter. And  
20 with that, there were exhibits attached to that letter.  
21 And so I want to be able to acknowledge those exhibits and  
22 mark those as we go through, so that if you need to  
23 reference them during the hearing you can and we know what  
24 exhibit they are as it pertains to the evidence for the

1 Authority.

2 So I want to start with Exhibit A, and that is  
3 the letter from Ms. -- it looks like it's from  
4 Ms. Granier, and it's a -- it purports to be a cure  
5 letter. And what I'd like to do is mark it as Exhibit A.

6 And just with respect to the letter alone, not  
7 the exhibits attached, are there any objections to the  
8 letter?

9 MR. OTT: None to A.

10 ACTING CHAIR GUINASSO: Okay. So hearing no  
11 objection, I'd like to move to accept Exhibit A.

12 CHAIRMAN JOHNSON: Member Johnson seconds.

13 ACTING CHAIR GUINASSO: Okay. All those in  
14 favor?

15 ALL: Aye.

16 ACTING CHAIR GUINASSO: Any opposed?

17 (No audible response.)

18 (Motion to admit Exhibit No. A made,  
19 seconded, and unanimously carried.)

20 ACTING CHAIR GUINASSO: All right. Now, with  
21 regard to the exhibits attached, I'm -- there's  
22 Exhibit A-1, and I believe it's a letter from Ms. Granier,  
23 and it's an e-mail. It's an e-mail.

24 Can you tell us what that is that's attached to

1 your letter? It looks like an e-mail from you.

2 MS. GRANIER: I'm sorry. Could you help me where  
3 you are in the exhibit binder?

4 MEMBER JOHNSON: It's in Exhibit 2, and then the  
5 last page says Exhibit 1.

6 MS. GRANIER: Thank you.

7 MEMBER JOHNSON: You're welcome.

8 ACTING CHAIR GUINASSO: So, you know, what I have  
9 here --

10 MS. GRANIER: Okay. So I see. Sorry for the  
11 confusion.

12 We submitted some of the same exhibits that were  
13 attached to the December cure letter. Instead of  
14 producing them twice, we submitted them just once with the  
15 March cure letter. So the next exhibit I believe would be  
16 the March cure letter, and then the exhibits for both are  
17 attached to that behind tab 2, that follow tab 2.

18 ACTING CHAIR GUINASSO: So the March cure letter  
19 as I have it here -- let me just go back. It's the one we  
20 just admitted as Exhibit A is dated March 24, 2017?

21 MS. GRANIER: Actually, I think the first cure  
22 letter behind tab one of our exhibit binder is our  
23 December 2nd cure letter, and that was what we had  
24 identified as Exhibit A.

1           ACTING CHAIR GUINASSO: Okay. I was actually  
2 looking at the March 24th, 2017, cure letter. So maybe I  
3 missed something. All right. Thank you.

4           Then I'm going to -- when I made my motion, I  
5 thought we were talking about the March 24th, 2017, cure  
6 letter, and I wasn't clear about that. And I marked that  
7 as Exhibit A. And so was it the rest of the board's  
8 understanding that we were dealing with the December 2nd,  
9 2016, cure letter?

10           (No audible response.)

11           ACTING CHAIR GUINASSO: All right. Then just let  
12 the record reflect that Exhibit A is actually the  
13 December 2nd, 2016, cure letter.

14           Bear with me just a second. I was working from  
15 the wrong binder. I apologize.

16           MS. GRANIER: Okay.

17           ACTING CHAIR GUINASSO: So then what we'll do is  
18 what -- so you have, attached to this cure letter, you  
19 have an Exhibit 2, and we have an Exhibit 3, and we have  
20 an Exhibit 4, and -- trying to see here. You have an  
21 Exhibit 5 and an Exhibit 6, 7, looks like through 11.

22           Eleven exhibits; is that right? Yeah. Looks  
23 like 11 total exhibits.

24           What I'd like to do is mark each of those A-1

1 through 11. And I'd like to ask Mr. Ott with respect to  
2 each of those exhibits that are attached to that cure  
3 letter, if you have any objections to any of those  
4 exhibits.

5 MR. OTT: Bear with me. I was working off the  
6 same binder you were. Give me one second.

7 So yeah, we would have a relevance objection to  
8 7. It's a four-year-old comment from a board member. The  
9 law has changed. Minutes would be relevant, not the  
10 comments.

11 Relevance exhibit to -- or relevance objection to  
12 Exhibit 8. It's legislative history.

13 ACTING CHAIR GUINASSO: Legislative history, you  
14 said?

15 MR. OTT: Correct.

16 ACTING CHAIR GUINASSO: Okay. And what's your  
17 objection?

18 MR. OTT: It's relevance. There's no unclarity  
19 in the statute.

20 ACTING CHAIR GUINASSO: Any other objections?

21 MR. OTT: Exhibit 9, don't know what it -- where  
22 it comes from. It lacks authentication.

23 ACTING CHAIR GUINASSO: So that's an  
24 authentication objection?

1 MR. OTT: Correct.

2 Exhibit 10 appears to be the same exhibit that  
3 NCA objected to lacking authentication.

4 And Exhibit 11 I'm going to object to as a  
5 document regarding settlement discussions pursuant to NRS  
6 48.105. So it shouldn't be admissible in this proceeding.

7 ACTING CHAIR GUINASSO: Can you restate your  
8 objection to 10 because I didn't really understand that  
9 one.

10 MR. OTT: Yeah. That was because I was hedging  
11 my bets.

12 I don't think I'm actually going to object to it.  
13 I think it is the same exhibit that we have as Exhibit 6.

14 ACTING CHAIR GUINASSO: Okay. So we'll withdraw  
15 that objection. But no objection to A-1, A-2, A-3, A-4,  
16 A-5, A-6 or -- A-6, right? There's no objections to those  
17 first ones.

18 MR. OTT: Correct. And the objection to A-10 is  
19 withdrawn.

20 ACTING CHAIR GUINASSO: Okay. No objection to  
21 A-10.

22 So I'd like to move to accept exhibits marked  
23 as -- exhibits that have been marked as A-1, A-2, A-3,  
24 A-4, A-5, A-6, and A-10. I'd like to ask -- or move that

1 those be admitted.

2 CHAIRMAN JOHNSON: Member Johnson, second.

3 ACTING CHAIR GUINASSO: Okay. All those in  
4 favor?

5 ALL: Aye.

6 ACTING CHAIR GUINASSO: Any opposed?

7 (No audible response.)

8 ACTING CHAIR GUINASSO: Okay. Motion carries.

9 All those have been admitted.

10 (Motion to admit Exhibit Nos. A-1, A-2, A-3,  
11 A-4, A-5, A-6, and A-10 made, seconded, and  
unanimously carried.)

12 ACTING CHAIR GUINASSO: Now, with regard to  
13 Exhibit A-7, I'd like to move, notwithstanding the  
14 objection to A7, that that basically -- I guess it's a  
15 hearsay statement -- be -- well, actually, there was an  
16 objection made, and I hadn't heard from Ms. Granier on  
17 that objection.

18 So what's your response to his objection on A-7?

19 MS. GRANIER: Thank you. His objection was that  
20 it is not relevant.

21 It is absolutely relevant. It relates to this  
22 ongoing discussion of the graduation rate for the school.  
23 It is actually from materials that Mr. Ott and his clients  
24 raised in the course of these proceedings over this

1 graduation rate dispute citing to a school improvement  
2 plan that was prepared and presented in 2013.

3 So staff itself has used this document in other  
4 fashions, and it is relevant.

5 I also do not believe a relevance objection is  
6 appropriate for exclusion under 233B.

7 ACTING CHAIR GUINASSO: Thank you for that.

8 So we've heard the objection. We've heard the  
9 response. I'd like to move, notwithstanding that  
10 objection, that A-7 be accepted by the board.

11 All those in favor -- or sorry. Can I get a  
12 second?

13 CHAIRMAN JOHNSON: Member Johnson, second.

14 ACTING CHAIR GUINASSO: All those in favor?

15 ALL: Aye.

16 ACTING CHAIR GUINASSO: Any opposed? Okay. So  
17 A-7 will be marked and admitted as such.

18 (Motion to admit Exhibit No. A-7 made,  
19 seconded, and unanimously carried.)

20 ACTING CHAIR GUINASSO: There was an objection to  
21 A-8, and that would be the legislative history. Do you  
22 want to respond to that objection?

23 MS. GRANIER: Thank you. Yes, I would. Same --  
24 excuse me.

1 I would raise the same issues, that I do not  
2 believe relevance is an appropriate basis to exclude, but  
3 in addition to that, it is highly relevant.

4 One of the fundamental legal disputes at issue  
5 before you is the legislative intent and how these  
6 statutes related to graduation rate being a trigger for  
7 closure are to be applied.

8 So it is squarely at issue, and it is for this  
9 board to decide based on all the evidence. So evidence  
10 should not be stricken material to that.

11 ACTING CHAIR GUINASSO: Okay. Thank you.

12 So we've heard the objection and the response to  
13 the objection. I'd like to move that A-8 be admitted.  
14 Can I get a second?

15 CHAIRMAN JOHNSON: Member Johnson, second.

16 ACTING CHAIR GUINASSO: Okay. All those in  
17 favor?

18 ALL: Aye.

19 ACTING CHAIR GUINASSO: Any opposed? Okay.  
20 Motion carries. That exhibit will be marked and admitted  
21 as A-8.

22 (Motion to admit Exhibit No. A-8 made,  
23 seconded, and unanimously carried.)

24 ACTING CHAIR GUINASSO: There was an objection to

1 Exhibit 9 regarding authentication.

2 Ms. Granier?

3 MS. GRANIER: We intend to provide proper  
4 authentication when we present our witnesses.

5 ACTING CHAIR GUINASSO: Thank you. So subject to  
6 proper authentication, I'd like to move to admit  
7 Exhibit 9 -- Exhibit A-9.

8 CHAIRMAN JOHNSON: Member Johnson, second.

9 ACTING CHAIR GUINASSO: Okay. All those in  
10 favor.

11 ALL: Aye.

12 ACTING CHAIR GUINASSO: Okay. Any opposed?

13 (No audible response.)

14 ACTING CHAIR GUINASSO: Okay. Motion carries.

15 (Motion to admit Exhibit No. A-9 made,  
16 seconded, and unanimously carried.)

17 ACTING CHAIR GUINASSO: And then finally, there  
18 was an objection to A-11. And the objection had to do  
19 with this document being a part of settlement discussions?

20 MS. GRANIER: Yes. I would like to respond to  
21 that.

22 It absolutely was not. At the time this document  
23 was going back and forth between the parties initially,  
24 there was no pending litigation. There had been no notice

1 of intent to close.

2 This was a draft contract that was provided to  
3 the school following this board's directive in July  
4 of 2016 that the parties try to work together to come up  
5 with benchmarks and a charter contract for NCA.

6 ACTING CHAIR GUINASSO: Ms. Granier, what date  
7 was this? What date is this document purported to have --

8 MS. GRANIER: I was looking for that. I think  
9 that's a fair question. And I don't see that it's obvious  
10 from the document, but I certainly, I believe, can provide  
11 e-mails to identify that because it was being e-mailed  
12 back and forth between Mr. Ott and myself.

13 ACTING CHAIR GUINASSO: Mr. Ott, do you have any  
14 recollection as to what date this document might have  
15 associated with it?

16 MR. OTT: I don't have a recollection. I could  
17 try to determine from my e-mail as well, but I don't have  
18 a recollection.

19 ACTING CHAIR GUINASSO: Well, out of an abundance  
20 of caution, because I don't know if it was a part of  
21 settlement discussions because I don't have the e-mails,  
22 for the time being, what I think I'm going to ask is to  
23 move to reject this exhibit, but I'll give you an  
24 opportunity later in the proceedings, if you can show an

1 e-mail that this was -- predates the litigation and all  
2 that, then we can revisit that.

3 But for now, what I'd like to do is move to  
4 reject A-11. Can I get a second?

5 CHAIRMAN JOHNSON: Member Johnson, second.

6 ACTING CHAIR GUINASSO: Okay. All those -- oh,  
7 go ahead. Discussion?

8 MEMBER GARDNER: Sorry. Member Gardner, just  
9 discussion. I'm going to be a yea to deny this, but only  
10 subject to the -- if we get e-mail showing this was not  
11 settlement discussion of this, we will get another vote on  
12 it.

13 MS. GRANIER: Thank you.

14 ACTING CHAIR GUINASSO: And just for  
15 clarification, that would be our intent is to look at this  
16 again with your e-mails.

17 So all those in favor of rejecting A-11, please  
18 signify by saying aye.

19 ALL: Aye.

20 ACTING CHAIR GUINASSO: Any opposed?

21 (No audible response.)

22 ACTING CHAIR GUINASSO: Okay. So motion carries.

23 (Motion to reject Exhibit No. A-11 made,  
24 seconded, and unanimously carried.)

1           ACTING CHAIR GUINASSO: I'm now going to move to  
2 what looks to be -- I'm going to call it Exhibit B, and it  
3 looks to be a March 24th, 2017, cure letter from Nevada  
4 Connections Academy to the Authority.

5           Mr. Ott, any objections to that letter?

6           MR. OTT: I'm having some confusion. Are we  
7 proceeding from the binders provided by NCA today? Is  
8 that what we're going from, or from the -- because the --  
9 it looks like the documents that have been provided are in  
10 a different order than they were provided previously. So  
11 I'm just confused because I know that some things have  
12 already been excluded previously.

13          ACTING CHAIR GUINASSO: Yeah. Thank you,  
14 Mr. Ott. I was going from what was on -- I prepared a  
15 binder based on what was online and put it in that order.  
16 And I found myself quickly being out of order and  
17 referencing the wrong documents.

18          For the time being, I'm going to go off the  
19 binder that was just provided this morning. And then  
20 if -- once we get to the documents that were excluded that  
21 came after March 30th, we'll stop in the process here.

22          But I think in the interest of all of us looking  
23 at the same document at the same time without any  
24 confusion, and being that this is the binder that

1 Ms. Granier has prepared so that she can effectively give  
2 her case, we're just going to just go off of her binder  
3 for the time being, unless you have an objection to that.

4 MR. OTT: I don't. I just think that there's --  
5 they're not in the same order. So we may get to documents  
6 prior to -- we may get to documents quickly that have been  
7 disclosed later.

8 ACTING CHAIR GUINASSO: That have been disclosed  
9 or been objected to --

10 MR. OTT: Yes. Well, so for instance, looking  
11 ahead to No. 4, I believe that's one that was disclosed  
12 after the March meeting, just by the fact that it's  
13 relatively early on in the binder that NCA has provided  
14 today.

15 ACTING CHAIR GUINASSO: I see.

16 MR. OTT: And I could be wrong about that.

17 MS. GRANIER: No, you are wrong. I believe that  
18 we prepared this binder. And as somebody mentioned  
19 earlier, the more recent exhibits provided are at the end.

20 But we can keep going or I can -- if we wanted to  
21 take a five-minute break, I can even shoot someone an  
22 e-mail and try to find out very briefly so we don't delay.

23 ACTING CHAIR GUINASSO: Why don't we take five  
24 minutes just to make sure we're all on the same page with

1 regard to what exhibits we're looking at because my binder  
2 looks different than your binder as well. And I was  
3 really just going off of what was uploaded onto the  
4 website in preparation for the hearing.

5 So let's just take five minutes and get it right.

6 (Recess taken.)

7 ACTING CHAIR GUINASSO: Let's get back on the  
8 record. We took a five-minute recess just to make sure we  
9 get our binders straight.

10 What I'm going to do is I'm going to work from my  
11 binder and cross-reference Ms. Granier's binder.

12 And then, as we go through, if things need to be  
13 clarified or put into perspective, I'm going to rely on  
14 the counsel to kind of help me get it right.

15 MS. GRANIER: Yes. And the person that I did  
16 call does believe that that will work. It appears that A  
17 through T were all previously submitted.

18 And then after that they were later -- but I  
19 would ask that some of those that were later still be  
20 considered in case they are subject to judicial notice or  
21 were already in the Authority's possession.

22 ACTING CHAIR GUINASSO: I gotcha. Okay. We'll  
23 work through this. My goal, by the way, is I'd like to  
24 get all of this exhibit stuff taken care of before lunch.

1           So if we go a little bit after 1:00, is there any  
2 objection to that, because I think it would be inelegant  
3 to stop in the middle of all of this and reconvene after  
4 lunch.

5           Is that okay? Is everybody okay with that?

6           So what I'm going to do is mark as Exhibit B a  
7 March 24, 2017 cure letter, because that's what I have  
8 here in front of me.

9           So is there any objection to just the cure letter  
10 that's dated March 24, 2017?

11          MR. OTT: So this was disclosed after March?

12          ACTING CHAIR GUINASSO: No, this was before.  
13 This March 24, 2017 was actually disclosed before the  
14 March 30th, 2017 hearing.

15          MR. OTT: Are we talking about Exhibit 2?

16          MEMBER JOHNSON: It's 2 in the binder but we'll  
17 label it --

18          ACTING CHAIR GUINASSO: I'm going to label it B  
19 All the Authority exhibits are numerical. All the  
20 Connections Academy will be letters.

21          MR. OTT: So even though it's labeled VV on your  
22 exhibit, it will be B?

23          ACTING CHAIR GUINASSO: It will be B. And I  
24 noted that earlier when I was looking through the ones

1 that you had objected to that they were actually -- there  
2 were some that were redundant; that is, they were already  
3 submitted previously.

4 And so this will help clear some of that up. So  
5 some things that were excluded and things that were added  
6 after the fact will actually be admitted because they were  
7 submitted before but you produced them twice, it appears.

8 All right. So any objection to what has been  
9 marked as Exhibit B, the March 24, 2017, I'm calling it a  
10 cure letter?

11 MR. OTT: No.

12 ACTING CHAIR GUINASSO: No objection. I'd like  
13 to move to accept that document as Exhibit B.

14 MEMBER JOHNSON: Member Johnson, second.

15 ACTING CHAIR GUINASSO: Okay. All those in  
16 favor?

17 ALL: Aye.

18 ACTING CHAIR GUINASSO: Anybody opposed?

19 (No audible response.)

20 ACTING CHAIR GUINASSO: Motion carries.

21 (Motion to admit Exhibit No. B made,  
22 seconded, and unanimously carried.)

23 ACTING CHAIR GUINASSO: Now that letter has a  
24 number of exhibits attached to it, if I'm correct. Are

1 those exhibits the same exhibits that were a part of the  
2 first cure letter?

3 MS. GRANIER: Yes, those were the ones I think we  
4 just marked as A-1 through 11.

5 ACTING CHAIR GUINASSO: Okay. And there are no  
6 additional exhibits as a part of that second cure?

7 MS. GRANIER: Correct.

8 ACTING CHAIR GUINASSO: So we will note that all  
9 the exhibits that are referenced in Exhibit B have been  
10 dealt with as Exhibits A-1 through 11. So just clear for  
11 the record.

12 And we won't mark these exhibits differently.

13 All right.

14 So then Exhibit C, I'm going to call it, it's the  
15 Charter School Agreement from 2013, at least that's what I  
16 understand it to be.

17 Ms. Granier, is that correct?

18 So are there any objections to this document  
19 being admitted, Mr. Ott?

20 MR. OTT: No objection to that. I believe it's  
21 also our Exhibit No. 7.

22 I did want to just raise one point with regard to  
23 1 through 11 of Exhibit A. Those were not all exhibits to  
24 the December letter, correct? Because you add additional

1 exhibits to the March letter that were not one of the  
2 December letters. So it might be better to reference  
3 those as B-1 through 11, instead of A-1 through 11.

4 Just so it doesn't look like they were attached  
5 to a different letter than they were attached to. And if  
6 I'm getting us off topic because I know we were talking  
7 about the charter agreement, I apologize.

8 ACTING CHAIR GUINASSO: Let's table the  
9 discussion on the charter agreement for the time being and  
10 take a step back to what we've marked as Exhibit B.

11 Would you like to respond to that?

12 MS. GRANIER: I have no objection to labeling  
13 them B-1 through 11. They are attached to the March  
14 letter.

15 And what we did to avoid duplication was not be  
16 redundant in the December letter. So I can't as I sit  
17 here say that all of them were attached in December.

18 I do know they were all attached in March. I  
19 have no objection to calling them B-1 through 11 instead  
20 of A-1 through 11.

21 ACTING CHAIR GUINASSO: Okay. For clarity sake,  
22 and for the record, so we don't have any confusion at some  
23 later point, what I'm going to do is I'm going to amend my  
24 earlier motion with regard to the exhibits that were

1 previously marked as A-1 through 11 and ask that they be  
2 marked B-1 through 11.

3 Can I get a second for that?

4 MEMBER JOHNSON: Second.

5 ACTING CHAIR GUINASSO: All those in favor?

6 ALL: Aye.

7 ACTING CHAIR GUINASSO: Any opposed?

8 (No audible response.)

9 ACTING CHAIR GUINASSO: Motion carries.

10 (Motion to admit Exhibit Nos. B-1 through  
11 B-11 made, seconded, and unanimously  
carried.)

12 ACTING CHAIR GUINASSO: Continuing to what I've  
13 marked as Exhibit C, the charter agreement. Mr. Ott, do  
14 you have any objections to that other than it's already  
15 your Exhibit 7.

16 MR. OTT: No objection.

17 ACTING CHAIR GUINASSO: I'd like to move to  
18 accept Exhibit C.

19 MEMBER JOHNSON: Member Johnson, second.

20 ACTING CHAIR GUINASSO: Okay. All those in  
21 favor?

22 ALL: Aye.

23 ACTING CHAIR GUINASSO: Any opposed?

24 (No audible response.)

1           ACTING CHAIR GUINASSO: Motion carries.

2                   (Motion to admit Exhibit No. C made,  
3                   seconded, and unanimously carried.)

4           ACTING CHAIR GUINASSO: Now, moving on to what  
5 I'm going to mark as Exhibit D, and I'm calling this what  
6 looks to be the Charter School Performance Framework; is  
7 that right, Ms. Granier.

8           MS. GRANIER: I'm sorry, which tab are you  
9 behind?

10          ACTING CHAIR GUINASSO: I'm looking at -- I'm  
11 sorry -- Evaluation of Good Standing. I got ahead of  
12 myself.

13          So what I'm marking as Exhibit D looks to be  
14 something that's called an Evaluation of Good Standing.

15          Is that right?

16          MS. GRANIER: Which tab is it behind in the  
17 binder? I'm sorry.

18          ACTING CHAIR GUINASSO: I'm not sure in your  
19 binder. I'm just working off the original submittal.

20          MR. OTT: Behind tab No. 5.

21          MS. GRANIER: Yes, that is correct.

22          ACTING CHAIR GUINASSO: Exhibit D.

23          Mr. Ott, do you have any objections to that  
24 document?

1 MR. OTT: Relevance objection and authentication.  
2 But it only speaks to academic years '14, not the years in  
3 question.

4 ACTING CHAIR GUINASSO: Ms. Granier, would you  
5 like to respond?

6 MS. GRANIER: I will say it's absolutely  
7 relevant. Goes to the school's performance and academic  
8 achievement which is directly at issue in a closure  
9 proceeding, when considering the closure of the school.

10 ACTING CHAIR GUINASSO: Notwithstanding the  
11 relevance objection, I'd like to move to accept what's  
12 been marked as Exhibit D.

13 MEMBER JOHNSON: Member Johnson, second.

14 ACTING CHAIR GUINASSO: All those in favor?

15 ALL: Aye.

16 ACTING CHAIR GUINASSO: Any opposed?

17 (No audible response.)

18 ACTING CHAIR GUINASSO: Okay. Motion carries.

19 (Motion to admit Exhibit No. D made,  
20 seconded, and unanimously carried.)

21 ACTING CHAIR GUINASSO: Now, I am going to mark  
22 as Exhibit E something that looks to be the Charter School  
23 Performance Framework, Exhibit E.

24 So it would be -- on the top of it, it says

1 "Charter School Performance Framework." It's page numbers  
2 1 -- it has page numbers 1 through --

3 MEMBER JOHNSON: Behind tab No. 12.

4 MS. GRANIER: I'm just a little nervous  
5 presenting my case. Are we not using the exhibit binders  
6 I provided for the hearing?

7 ACTING CHAIR GUINASSO: You know, I'm just going  
8 off of what the order that these are on online because  
9 it's the way I have them in my binder because I was  
10 getting lost.

11 We can still use your binders. We're just going  
12 to have to skip around in your binders in order to get  
13 through this.

14 Because I actually prepared in advance. So I've  
15 got all these in my document in front of me here, and  
16 trying to make sense of it all right now.

17 MS. GRANIER: And if Member Johnson -- if someone  
18 would keep cueing me which tab, that would be great. So I  
19 can keep up.

20 ACTING CHAIR GUINASSO: Again, it looks -- what  
21 I'm marking as Exhibit E is something that has marked on  
22 top of it, it says "Charter School Performance Framework."

23 Is that right?

24 MS. GRANIER: Yes.

1 ACTING CHAIR GUINASSO: Any objection, Mr. Ott?

2 MR. OTT: So this is D, which is 12 in your  
3 binder?

4 MEMBER JOHNSON: E as in Edward.

5 MR. OTT: E as in Edward. Yes, there's a  
6 relevance objection. The Charter School Performance  
7 Framework is not attached to their contract in their  
8 written charter. So it's not subject to them, so it's not  
9 relevant.

10 ACTING CHAIR GUINASSO: Ms. Granier?

11 MS. GRANIER: Thank you. It's absolutely  
12 relevant. It was adopted by this board. And it's an  
13 applicable rule and policy that this Authority applies to  
14 every charter school it sponsors under Nevada law.

15 ACTING CHAIR GUINASSO: Okay. Notwithstanding  
16 the relevance objection, I think we as a board can give  
17 this document the appropriate weight, once it's presented  
18 by Ms. Granier.

19 So with that in mind, I'd like to move to accept  
20 what's now been marked as Exhibit E, the Charter School  
21 Performance Framework.

22 MEMBER JOHNSON: Member Johnson, second.

23 ACTING CHAIR GUINASSO: All those in favor?

24 ALL: Aye.

1           ACTING CHAIR GUINASSO: Any opposed?

2           (No audible response.)

3                     (Motion to admit Exhibit No. E made,  
4                     seconded, and unanimously carried.)

5           ACTING CHAIR GUINASSO: I'm moving on to what I'm  
6 marking as Exhibit F, and it looks to be an e-mail from --  
7 it's dated February 29, 2016, from Patrick Gavin to Laura  
8 Granier and Steve Werlein.

9           MEMBER JOHNSON: Behind tab 13.

10          ACTING CHAIR GUINASSO: Which would be in your  
11 tab 13. Is that right, is that the e-mail?

12          Any objection, Mr. Ott?

13          MR. OTT: Certainly there's a relevance objection  
14 prior to any NOCs being issued.

15          MS. GRANIER: It's absolutely relevant. It was  
16 in response to the first time this school was notified it  
17 was subject to a possible Notice of Closure when it  
18 appeared on the February 2016 agenda with no notice to the  
19 school.

20          ACTING CHAIR GUINASSO: Okay. Thank you.  
21 Notwithstanding the relevance objection, I'm going to move  
22 to accept what's been marked as Exhibit F.

23          MEMBER JOHNSON: Member Johnson, second.

24          ACTING CHAIR GUINASSO: All those in favor?

1 ALL: Aye.

2 ACTING CHAIR GUINASSO: Any opposed?

3 (No audible response.)

4 ACTING CHAIR GUINASSO: Okay. Motion carries.

5 (Motion to admit Exhibit No. F made,  
6 seconded, and unanimously carried.)

7 ACTING CHAIR GUINASSO: Now I'm moving to what  
8 I'm marking as Exhibit G, and this document, at the top,  
9 says "Minutes of the Senate Committee on Education."

10 MEMBER JOHNSON: Tab 7.

11 ACTING CHAIR GUINASSO: Dated April 3rd, 2015.

12 Okay. Is that right, Ms. Granier?

13 MS. GRANIER: Yes.

14 ACTING CHAIR GUINASSO: Any objection, Mr. Ott?

15 MR. OTT: Yes, it's a partial document,  
16 incomplete, and it's irrelevant. It's legislative history  
17 and the language in the statute is clear.

18 MS. GRANIER: The full version is publicly and  
19 freely available online on the Nevada Legislature's  
20 website.

21 And I think for those reasons you also could take  
22 judicial notice, it's absolutely relevant given the issue  
23 in these proceedings about legislative intent and the  
24 closure statutes.

1           ACTING CHAIR GUINASSO: Mr. Ott, what would be  
2 the utility of having a full version, what would be the  
3 need for that?

4           MR. OTT: Just context, for the conversations.

5           ACTING CHAIR GUINASSO: I think Ms. Granier is  
6 right about the judicial notice issue.

7           Notwithstanding your objections, I'm going to  
8 move to admit what I've marked as Exhibit G.

9           Can I get a second?

10          MEMBER JOHNSON: Member Johnson, second.

11          ACTING CHAIR GUINASSO: All those in favor?

12          ALL: Aye.

13          ACTING CHAIR GUINASSO: Any opposed?

14          (No audible response.)

15          ACTING CHAIR GUINASSO: Motion carries.

16                         (Motion to admit Exhibit No. G made,  
17                         seconded, and unanimously carried.)

18          ACTING CHAIR GUINASSO: Okay. I'm marking as  
19 Exhibit H an e-mail that looks to be dated August 7th,  
20 2015. It's from Patrick Gavin to Ms. Granier.

21          MEMBER JOHNSON: Tab 8.

22          ACTING CHAIR GUINASSO: Any objection, Mr. Ott?

23          MR. OTT: Relevance. I'm not sure what the  
24 purpose of this document is.

1 MS. GRANIER: Yes, it is relevant. It reflects  
2 the dialogue between the parties and the school's attempt  
3 to collaborate as is required under Nevada law, with the  
4 authorizer, regarding the upcoming applicability of the  
5 very statute that is at issue today.

6 ACTING CHAIR GUINASSO: Okay. Notwithstanding  
7 the objection, I'd like to move to accept what's been  
8 marked as Exhibit H.

9 Can I get a second?

10 MEMBER JOHNSON: Member Johnson, second.

11 ACTING CHAIR GUINASSO: All those in favor?

12 ALL: Aye.

13 ACTING CHAIR GUINASSO: Any opposed?

14 (No audible response.)

15 ACTING CHAIR GUINASSO: Okay. Motion carries.

16 (Motion to admit Exhibit No. H made,  
17 seconded, and unanimously carried.)

18 ACTING CHAIR GUINASSO: Now, I'm marking as  
19 Exhibit I what looks to be a pleading that says:  
20 "Declaration of Jafeth Sanchez in Support of Motion for  
21 Temporary Restraining Order and Preliminary Injunction."

22 Is that right? That would be under tab 27 in  
23 Ms. Granier's binder.

24 MS. GRANIER: Yes, that's correct.

1           ACTING CHAIR GUINASSO: All right. Any  
2 objection, Mr. Ott?

3           MR. OTT: No, no objection.

4           ACTING CHAIR GUINASSO: Okay. Hearing no  
5 objection, I'd like to admit -- move to admit what's been  
6 marked as Exhibit I.

7           MEMBER JOHNSON: Member Johnson, second.

8           ACTING CHAIR GUINASSO: All those in favor?

9           ALL: Aye.

10          ACTING CHAIR GUINASSO: Any opposed?

11          (No audible response.)

12                         (Motion to admit Exhibit No. I made,  
13                         seconded, and unanimously carried.)

14          ACTING CHAIR GUINASSO: Okay. I'm marking as  
15 Exhibit J a document that is dated November 30th, 2016,  
16 and it says it's the Transcript of Proceedings Regarding  
17 Plaintiff's Motion for Temporary Restraining  
18 Order/Preliminary Injunction.

19                 I'm not sure what tab number that is in your  
20 binder, Ms. Granier.

21                 Tab No. 15.

22                 MS. GRANIER: That's not what I have for tab 15.  
23 Yes, that is 25.

24          ACTING CHAIR GUINASSO: 25. Okay. I apologize.

1 I had the wrong one as well. So it's your tab 25.

2 So I'm marking that as J. Any objection,  
3 Mr. Ott?

4 MR. OTT: Yes. Relevance. The transcript of a  
5 judge's comments are not relevant; the order is.

6 ACTING CHAIR GUINASSO: Ms. Granier?

7 MS. GRANIER: I think the transcripts of the  
8 judge's comments are relevant. They were made in open  
9 court and they are material to the issues at the heart of  
10 this proceedings, the closure, and the contract  
11 negotiations and the graduation rate.

12 ACTING CHAIR GUINASSO: Thank you.

13 Notwithstanding the objection that was made, I'd like to  
14 move to accept what's been marked as Exhibit J.

15 MEMBER JOHNSON: Member Johnson, second.

16 ACTING CHAIR GUINASSO: All those in favor?

17 ALL: Aye.

18 ACTING CHAIR GUINASSO: Any opposed?

19 (No audible response.)

20 ACTING CHAIR GUINASSO: Motion carries.

21 (Motion to admit Exhibit No. J made,  
22 seconded, and unanimously carried.)

23 ACTING CHAIR GUINASSO: I'm marking as Exhibit K  
24 a document that looks to be the September 28th, 2015

1 minutes of the State Public Charter School Authority.  
2 September 28, 2015, under tab No. 10.

3 Okay. Any objection, Mr. Ott?

4 MR. OTT: Yes. Relevance. This is apparently  
5 offered for the purposes regarding a Nevada Virtual  
6 Academy, which is not relevant to the proceedings against  
7 Nevada Connections Academy.

8 ACTING CHAIR GUINASSO: Okay. Ms. Granier?

9 MS. GRANIER: I think as minutes of the  
10 Authority, it's subject to judicial notice. But in  
11 addition to that, it is highly relevant. As the judge  
12 noted, it is important for this board to apply the same  
13 rules consistently to all charter schools.

14 So we think, with respect to especially whether  
15 the cure is acceptable and whether there's been  
16 appropriate collaboration as required under the  
17 performance framework and Nevada law, this is absolutely  
18 relevant.

19 ACTING CHAIR GUINASSO: So just for  
20 clarification, one of your arguments is going to be: If  
21 we get to the issue of cure, whether or not Nevada  
22 Connections Academy is being treated fairly relative to  
23 how other charter schools have been treated in a similar  
24 circumstance; is that right?

1 MS. GRANIER: That's correct.

2 ACTING CHAIR GUINASSO: Thank you.

3 Notwithstanding the objection, I'd like to move to accept  
4 Exhibit K as marked.

5 MEMBER JOHNSON: Member Johnson, second.

6 ACTING CHAIR GUINASSO: All those in favor?

7 ALL: Aye.

8 ACTING CHAIR GUINASSO: Any opposed?

9 (No audible response.)

10 ACTING CHAIR GUINASSO: Okay. Motion carries.

11 (Motion to admit Exhibit No. K made,  
12 seconded, and unanimously carried.)

13 ACTING CHAIR GUINASSO: I'm marking as Exhibit L  
14 what looks to be an e-mail. It's dated September 22nd of  
15 2015. And it's an e-mail from Carolyn McIntosh to Patrick  
16 Gavin.

17 Someone help me with what tab that is. Tab 11.  
18 Okay. And is that a correct description?

19 Mr. Ott, do you have any objection?

20 MR. OTT: Same objection regarding accountability  
21 actions of other schools. Also, there's no showing that  
22 Nevada Virtual Academy and Nevada Connections Academy are  
23 similarly situated.

24 ACTING CHAIR GUINASSO: Ms. Granier?

1 MS. GRANIER: And that will be one of the  
2 arguments we will make when we put on our case. So it is  
3 absolutely material to that, and the different treatment.

4 ACTING CHAIR GUINASSO: Okay. Notwithstanding  
5 the objection, then, what I'm going to ask is that we go  
6 ahead and admit what's been marked as Exhibit L.

7 MEMBER JOHNSON: Member Johnson, second.

8 ACTING CHAIR GUINASSO: All those in favor?

9 ALL: Aye.

10 ACTING CHAIR GUINASSO: Any opposed?

11 (No audible response.)

12 ACTING CHAIR GUINASSO: Okay. Motion carries.

13 (Motion to admit Exhibit No. L made,  
14 seconded, and unanimously carried.)

15 ACTING CHAIR GUINASSO: I'm marking as Exhibit M,  
16 it looks to be, at the top, it says: "Proposed Regulation  
17 of the State Public Charter School Authority." The date  
18 has crossed out September 28, 2016, and then on the next  
19 it says November 1st, 2016.

20 Tab 23 in Ms. Granier's binder.

21 Okay. So is there any objection to that,  
22 Mr. Ott?

23 MR. OTT: Yes. Lacks foundation. I don't know  
24 what this document is. And it also is not relevant to --

1 the final language of the document would be relevant, not  
2 the intermediary language.

3 ACTING CHAIR GUINASSO: Okay, Ms. Granier?

4 MS. GRANIER: The document, as is clearly  
5 reflected on the first page of it, is from the LCB. So it  
6 is publicly available. So it can be easily identified and  
7 confirmed.

8 So it is subject to judicial notice. It is a  
9 draft regulation. And we think the dialogue of the  
10 adoption of the regulation is relevant to the issues at  
11 hand regarding closure.

12 ACTING CHAIR GUINASSO: I need to understand  
13 something about this document, because it's not the final  
14 regulation; it's a draft regulation.

15 And so I am trying to understand how this draft  
16 regulation relates to the case that you intend to put on,  
17 rather than just having the actual regulation that was  
18 adopted.

19 MS. GRANIER: There are some concerns we have  
20 about process and whether the proper regulations required  
21 under Nevada law have been adopted and how they have been  
22 proposed by the Authority staff. So that's how we  
23 intended to make use of this.

24 I would ask if you -- I either ask for a break or

1 for you to defer consideration of admission of this to the  
2 hearing when we can demonstrate how we would make use of  
3 it.

4 ACTING CHAIR GUINASSO: Okay, Mr. Ott?

5 MR. OTT: I don't see that this is a regulation  
6 regarding closure. So I'm still confused as to how it's  
7 relevant to -- and it's an intermediate reg about  
8 something other than closure. So I remain puzzled.

9 ACTING CHAIR GUINASSO: I tend to agree. What  
10 I'm going to do is I'm going to move to reject this  
11 exhibit.

12 However, Ms. Granier, if later you want to  
13 attempt to reintroduce it and you can draw a stronger case  
14 between how this is relevant to the issues presented, and  
15 then we'll relook at that at that time.

16 Can I get a second?

17 MEMBER JOHNSON: Member Johnson, second.

18 ACTING CHAIR GUINASSO: All those in favor?

19 ALL: Aye.

20 ACTING CHAIR GUINASSO: Any opposed?

21 (No audible response.)

22 ACTING CHAIR GUINASSO: Motion carries.

23 (Motion to admit Exhibit No. M made,  
24 seconded, and unanimously carried.)

1           ACTING CHAIR GUINASSO: I'm marking as Exhibit N,  
2 a document that is dated September 30th, 2016. It says  
3 "Notice of Intent to Revoke Written Charter," but it looks  
4 like it's written to a Ms. Sanchez.

5           What tab is this for -- tab 21. Wait for  
6 Ms. Granier to get there.

7           And so, Mr. Ott, do you have any objection?

8           MR. OTT: No. I'll note for the record it's our  
9 Exhibit 2 as well.

10          ACTING CHAIR GUINASSO: It's your Exhibit 2 as  
11 well. Okay. So hearing no objection to Exhibit N, I'd  
12 like to move for its admission.

13          MEMBER JOHNSON: Member Johnson, second.

14          ACTING CHAIR GUINASSO: All those in favor?

15          ALL: Aye.

16          ACTING CHAIR GUINASSO: Any opposed?

17          (No audible response.)

18          ACTING CHAIR GUINASSO: Okay. Motion carries.

19                   (Motion to admit Exhibit No. N made,  
20                   seconded, and unanimously carried.)

21          ACTING CHAIR GUINASSO: I'm marking as Exhibit O,  
22 looks like it's titled "A Briefing Memorandum." It's to  
23 the State Public Charter School Authority board. It's  
24 from Patrick Gavin, and it's dated September 23rd, 2016.

1 September 23.

2 On the Authority website it would have been N.  
3 Let's look at tab 20. R056 -- R0456. 546, I'm sorry.  
4 R0546.

5 All right. There it is. It originally looks  
6 like it was submitted as its own exhibit; is that right?

7 MS. GRANIER: You've identified it correctly.  
8 And it's behind tab 20 and that is the Bates number I  
9 have.

10 ACTING CHAIR GUINASSO: Thank you.

11 Any objection, Mr. Ott?

12 MR. OTT: None.

13 ACTING CHAIR GUINASSO: Exhibit 0 as in Oscar.  
14 Exhibit 0 as in Oscar. So hearing no objection, I'm going  
15 to move to accept Exhibit 0 as in Oscar.

16 Can I get a second?

17 MEMBER GARDNER: Member Gardner, I second.

18 ACTING CHAIR GUINASSO: Member Gardner seconds.

19 All those in favor?

20 ALL: Aye.

21 ACTING CHAIR GUINASSO: Any opposed?

22 (No audible response.)

23 ACTING CHAIR GUINASSO: Motion carries.

24 (Motion to admit Exhibit No. 0 made,  
seconded, and unanimously carried.)

1  
2           ACTING CHAIR GUINASSO: Exhibit P. I'm marking  
3 as Exhibit P, it looks like it's an index of documents  
4 uploaded at Epicenter on December 2nd, 2016.

5           And it has documents numbered 1 through 14. And  
6 it has, looks like at the bottom, this would be what I  
7 think Ms. Granier's law office would have a unique set of  
8 numbers for each document. 4241743.1, at the bottom.

9           MS. GRANIER: We don't have that in our binder.

10          ACTING CHAIR GUINASSO: I will withdraw that  
11 marking, and we won't call it Exhibit P. It won't be  
12 considered.

13          MS. GRANIER: I'm sorry. It might be helpful,  
14 because it does document a list of documents that we  
15 uploaded to Epicenter in December. So they would have  
16 been available to the Authority.

17          So it might be useful as you consider other  
18 exhibits.

19          ACTING CHAIR GUINASSO: Gotcha. So that actually  
20 is a good point. So let me withdraw that. What I'm going  
21 to do is I'm going to mark it as Exhibit P.

22          It will be called the Index of Documents uploaded  
23 to Epicenter on December 2, 2016.

24          Any objection, Mr. Ott, to that being admitted?

1 MR. OTT: No.

2 ACTING CHAIR GUINASSO: Okay. Hearing no  
3 objection, I'd like to move for its admission.

4 MEMBER GARDNER: Second.

5 ACTING CHAIR GUINASSO: Member Gardner seconds.  
6 Okay. All those in favor?

7 ALL: Aye.

8 ACTING CHAIR GUINASSO: Any opposed?

9 (No audible response.)

10 ACTING CHAIR GUINASSO: Motion carries.

11 (Motion to admit Exhibit No. P made,  
12 seconded, and unanimously carried.)

13 ACTING CHAIR GUINASSO: So I'm marking as Exhibit  
14 Q a document that says, at the top of it, it looks like  
15 it's July 29th, 2016. Looks to be meeting minutes of the  
16 July 29, 2016 -- July 29. It's tab 19. And it's a  
17 July 29, 2016 document. It's the Nevada State Public  
18 Charter School Authority meeting.

19 Any objection, Mr. Ott?

20 MR. OTT: No. Just note for the record that it's  
21 also our Exhibit No. 5.

22 ACTING CHAIR GUINASSO: It's also Exhibit 5.  
23 We're calling this one Q. Exhibit Q. So I'd like to move  
24 to admit as marked Exhibit Q.

1 MEMBER JOHNSON: Member Johnson, second.

2 ACTING CHAIR GUINASSO: Okay. All those in  
3 favor?

4 ALL: Aye.

5 ACTING CHAIR GUINASSO: Any opposed?

6 (No audible response.)

7 ACTING CHAIR GUINASSO: Okay. Motion carries.

8 (Motion to admit Exhibit No. Q made,  
9 seconded, and unanimously carried.)

10 ACTING CHAIR GUINASSO: Exhibit R. Marking as  
11 Exhibit R a document that is dated September 23rd, 2016.  
12 Looks to be meeting minutes of the Nevada State Public  
13 Charter School Authority. It's tab 20. 534 and 532. It  
14 starts at R0534.

15 Do we all have the same document? Okay. So I've  
16 marked it as Exhibit R.

17 Any objection, Mr. Ott?

18 MR. OTT: The only objection, I guess it's  
19 actually a clarification, a portion of it is highlighted,  
20 as has been done with a number of documents.

21 As long as we're clear that the highlighting was  
22 done by counsel and not appearing on the original  
23 document.

24 ACTING CHAIR GUINASSO: I always find highlights

1 highly persuasive. Just kidding. No, we'll note that.

2 Thank you.

3 Noting that, what's been marked as Exhibit R, I'd  
4 like to move for admission.

5 MEMBER JOHNSON: Member Johnson, second.

6 ACTING CHAIR GUINASSO: All those in favor?

7 ALL: Aye.

8 ACTING CHAIR GUINASSO: Any opposed?

9 (No audible response.)

10 ACTING CHAIR GUINASSO: All right. Motion  
11 carries.

12 (Motion to admit Exhibit No. R made,  
13 seconded, and unanimously carried.)

14 ACTING CHAIR GUINASSO: I'm marking as Exhibit S  
15 a document that's dated March 25th, 2016, the Legislative  
16 Counsel Bureau, looks like it's a partial transcript of a  
17 legislative hearing.

18 MEMBER JOHNSON: Bates No. R0276 is where it  
19 starts.

20 ACTING CHAIR GUINASSO: Tab 15.

21 MS. GRANIER: It's a partial transcript of an  
22 Authority board meeting, yes. It's confusing because it  
23 took place in the legislative building.

24 ACTING CHAIR GUINASSO: So it's actually one

1 of -- the Authority board meeting of March 25, 2016.

2 Thank you for that clarification.

3 Mr. Ott, do you have any objection?

4 MR. OTT: Perhaps just clarification. Is the  
5 representation of counsel is that the excerpt is  
6 everything regarding this meeting, this item, and nothing  
7 else? Is that why it's an excerpt?

8 I want to make sure the context is complete, if  
9 that's what you're going for.

10 MS. GRANIER: If it's the whole transcript, is  
11 that what you're asking?

12 MR. OTT: It says it's an excerpt. Doesn't it?  
13 Partial Transcript of Proceedings.

14 MS. GRANIER: It does say that. If it's a  
15 partial transcript, it would be because it's only, yes,  
16 the NCA portion of the agenda, the NCA agenda item on that  
17 date.

18 MR. OTT: Based on that representation from  
19 counsel, I have no objection.

20 ACTING CHAIR GUINASSO: Hearing no objection, I'm  
21 going to move to admit what's been marked as Exhibit S.

22 MEMBER JOHNSON: Member Johnson, second.

23 ACTING CHAIR GUINASSO: All those in favor?

24 ALL: Aye.

1 ACTING CHAIR GUINASSO: Any opposed?

2 (No audible response.)

3 ACTING CHAIR GUINASSO: Okay. Motion carries.

4 (Motion to admit Exhibit No. S made,  
5 seconded, and unanimously carried.)

6 ACTING CHAIR GUINASSO: I'm marking as Exhibit T,  
7 it says, "Nevada Connections Academy" on the top. It  
8 says, "2016 Graduation Rate Analysis."

9 MS. GRANIER: 38.

10 ACTING CHAIR GUINASSO: Yes, tab 38, it looks to  
11 be.

12 Tab 38. Just double-check. Actually, tab 38 is  
13 a little bit different. This has -- it's not tab 38.

14 MS. GRANIER: Oh, I think I may know what's  
15 happened here. What you're referring to still is an  
16 analysis by Dr. Garza.

17 ACTING CHAIR GUINASSO: Let me look at the back  
18 here. It doesn't have any person's name. Let me pull it  
19 out of my binder.

20 You've got it, Mr. Ott? Thanks.

21 Which one is that, which tab?

22 MR. OTT: I don't have it as a tab. I was just  
23 providing her so she could see what it was.

24 MS. GRANIER: I believe -- I'd like to

1 double-check -- but I believe it's already in as an  
2 exhibit, subject to proper authentication, as Exhibit B-9.  
3 Yes, it's already in as B-9.

4 ACTING CHAIR GUINASSO: So it's already in as  
5 B-9. Then we won't mark that as Exhibit T. We'll  
6 recognize that that's already B-9 and it's been admitted  
7 subject to authentication.

8 So then what I'm going to do is mark as Exhibit  
9 T, looks to be the August 24th, 2015, meeting minutes of  
10 the Nevada State Public Charter School Authority.  
11 August 24. Looks to be Tab 9.

12 All right. So any objection to Exhibit T,  
13 Mr. Ott?

14 MR. OTT: Yes. This is a partial document. So I  
15 don't know what the context of the remainder of it is.

16 Also, I believe this is being offered for the  
17 accountability -- to demonstrate the accountability of  
18 other schools. So we have a relevance objection to that  
19 as well. It also has the highlighting issue.

20 But as long as we're understanding that that was  
21 done by counsel, that's not a problem.

22 ACTING CHAIR GUINASSO: So relevance, it's a  
23 partial document, and you don't like the highlights?

24 Okay. Ms. Granier?

1 MS. GRANIER: As far as the partial document, the  
2 full one is available easily online and subject to  
3 judicial notice.

4 It's just the minutes from this Authority's  
5 meeting. With respect to relevance, again, we have  
6 concerns that we were not treated as other schools, in  
7 particular with respect to this document, and demonstrates  
8 that Dr. Gavin had recommended and actually requested that  
9 that charter school's board appear before this board to  
10 have a dialogue about what was going on with the school.

11 We asked to do that. And we were denied it as  
12 improper for our board to get to talk to you guys ahead of  
13 time about what would be an acceptable cure.

14 So it demonstrates that we're not being treated  
15 under the same rules.

16 ACTING CHAIR GUINASSO: Is there any reason why  
17 we don't have the whole document? Was it just you were  
18 just trying to give us the relevant portions?

19 MS. GRANIER: That's correct.

20 ACTING CHAIR GUINASSO: Notwithstanding the  
21 objections that were made, I'd like to move to admit  
22 what's been marked as Exhibit T.

23 MEMBER JOHNSON: Member Johnson, second.

24 ACTING CHAIR GUINASSO: Okay. All those in

1 favor?

2 ALL: Aye.

3 (Motion to admit Exhibit No. T made,  
4 seconded, and unanimously carried.)

5 ACTING CHAIR GUINASSO: Okay. That concludes all  
6 the exhibits that I have that were submitted prior to the  
7 March 30th, 2017 hearing that was continued due to a  
8 medical emergency.

9 Were there any exhibits that I missed from that  
10 timeframe?

11 MS. GRANIER: I was told that Exhibit J on the  
12 website, the September 2015 -- something from  
13 September 2015 on the website, Exhibit J, was skipped.  
14 But I don't have that in front of me.

15 MR. OTT: I think, is that the 9-28-2015 minutes  
16 regarding Nevada Virtual?

17 ACTING CHAIR GUINASSO: Yeah, it's Exhibit K now.

18 So relying on the two of you, I don't think I  
19 missed anything from the timeframe. All the other  
20 documents that were submitted after that time were  
21 excluded, except in so much as they were redundant  
22 documents that we just marked and admitted.

23 MS. GRANIER: I'm sorry. I'm just trying to  
24 double-check that. Could I have a moment? Thank you.

1 I do have behind tab 19 as Exhibit P in our  
2 binder the 7-29-2016 minutes of the Authority board.

3 ACTING CHAIR GUINASSO: Which tab again?

4 MS. GRANIER: It's behind tab 19. It appears  
5 there might have been two documents in tab 19 are the  
6 briefing memo and the minutes.

7 MR. OTT: Exhibit P -- my notes reflect being  
8 Exhibit P being entered as Exhibit Q, marked as Exhibit Q.

9 Exhibit HH was not discussed. That was submitted  
10 after March. That's what my notes reflect.

11 ACTING CHAIR GUINASSO: That's correct.

12 MS. GRANIER: I'm sorry, Exhibit HH was the July  
13 29, 2016 staff briefing memo from the Authority? I have  
14 that as Q.

15 ACTING CHAIR GUINASSO: Member Gardner.

16 MEMBER GARDNER: This is member Gardner. Just  
17 maybe an idea that we could do right now, if we go to  
18 lunch right now, give the attorneys a chance to go over  
19 everything, make sure we didn't miss anything, and you can  
20 bring it up after lunch. Gives them time to go through it  
21 and not try to do it right now on the fly.

22 ACTING CHAIR GUINASSO: I think that's a  
23 reasonable request. What I'd like to do, though, before  
24 we go is I want to make sure that we know what witnesses

1 we have and so -- and if there are any objections to the  
2 witnesses that have been offered.

3 The witnesses that the Authority has presented  
4 are Patrick Gavin, the executive director for the  
5 Authority. And then Russ -- how do you pronounce his last  
6 name?

7 MR. OTT: Keglovits.

8 ACTING CHAIR GUINASSO: Keglovits, spelled  
9 K-e-g-l-o-v-i-t-s?

10 MR. OTT: Correct.

11 ACTING CHAIR GUINASSO: Okay. And he's the  
12 Assistant Director of Accountability for the Nevada  
13 Department of Education Data and Accountability?

14 MR. OTT: Correct.

15 ACTING CHAIR GUINASSO: Okay. Ms. Granier, do  
16 you have any objection to the witnesses that are being  
17 proffered by the Authority?

18 MS. GRANIER: No, I do not.

19 ACTING CHAIR GUINASSO: Okay. I have 12  
20 witnesses that are being proffered by the Nevada  
21 Connections Academy and others that were listed if the  
22 need arises. There were four others. So for a total of a  
23 potential 16 witnesses.

24 I have Steve Werlein, a NCA school leader. Joe

1 Thomas, NCA school principal. Victoria Neer, NCA  
2 assistant school principal.

3 Lisa Malabago, NCA Manager of Counseling.

4 Levette McEaddy, NCA high school counselor. Gina Hames,  
5 NCA high school advisory teacher, Grad Point Coordinator.

6 Brian Rosta, Director of Schools, Connections  
7 Education. Matt Wicks, VP of Data Analysis, Connections  
8 Education.

9 Tiberio Garza, Visiting Assistant Professor of  
10 UNLV College of Education. Richard Vineyard, Ph.D.

11 Patrick Gavin, who has already been included as a  
12 witness. He's director of the State Public Charter School  
13 Authority.

14 And then Maria Hiett. And then the other four,  
15 if the need arises, witnesses were Dianne Karp, NCA  
16 special ed teacher. Jamie Smith from the NCA. Lisa Sill  
17 from the NCA. And Alison Thomas from the NCA.

18 Is that all of those witnesses?

19 MS. GRANIER: No, there were two more that were  
20 supplemented on March 24th, prior to that March 30th  
21 hearing. Liam Hill and Jafeth Sanchez.

22 ACTING CHAIR GUINASSO: Say that again for me.

23 MS. GRANIER: Sure. Liam Hill, L-i-a-m, and  
24 Jafeth Sanchez, J-a-f-e-t-h.

1           ACTING CHAIR GUINASSO: Thank you.

2           Mr. Ott, do you have any objections to any of  
3 those witnesses?

4           MR. OTT: No, not at this time.

5           ACTING CHAIR GUINASSO: Okay. So we'll go ahead  
6 and recognize all of the witnesses. Anybody that's been  
7 named as a witness, unless they're sitting with you at the  
8 table during the course of the hearing, could you just  
9 advise them to not be present in the hearing room. And  
10 when it's their time to testify, we'll bring them in one  
11 at a time.

12           Okay. And with that I think what we'll do now is  
13 take a lunch break. If you find that I've missed an  
14 exhibit that was submitted prior to the March 30th  
15 deadline, would you let me know and we'll clean that up  
16 after lunch.

17           And then just be prepared, we'll start with  
18 opening statements when we come back. What's the  
19 timeframe that we scheduled for lunch, because I don't  
20 remember?

21           12 to 1. So let's come back -- so let's come  
22 back at 2:30. It's 1:26 now. So we'll come back at 2:30.

23           (The noon recess was taken at 1:26 p.m.)  
24

1 RENO/LAS VEGAS, NEVADA, THURSDAY, MAY 25, 2017, 2:30 P.M.

2 -oOo-

3  
4 ACTING CHAIR GUINASSO: We're going to get  
5 started. Okay. Excellent. So we'll reconvene the  
6 hearing. It's now 2:32. We had ended for lunch with the  
7 marking of exhibits and the acceptance of witnesses.

8 So, before we proceed any further, I just want to  
9 make sure, did I get all the exhibits that were submitted  
10 prior to March 30th?

11 MS. GRANIER: There is at least one question.  
12 And then I was hoping we could go through the ones that,  
13 even though they weren't submitted, they were already  
14 available or should be judicially noted.

15 ACTING CHAIR GUINASSO: Okay. All right.

16 MS. GRANIER: So the one that is in question that  
17 we left on the break, and Greg and I discussed, is that,  
18 it's behind tab 19, and in our binder it was identified as  
19 HH behind tab 19. And there was an HH and a letter P.

20 And I have that you admitted the July 29th, 2016  
21 staff briefing memorandum as Exhibit Q. Is that correct?

22 ACTING CHAIR GUINASSO: That's what I have, too.

23 MS. GRANIER: Okay, and then that leaves -- the  
24 other item behind our tab 19 was the seven -- July 29th,

1 2016 minutes of the Authority meeting.

2 UNIDENTIFIED SPEAKER: (Indiscernible).

3 MS. GRANIER: Behind tab 19, the July 29th, 2016,  
4 Authority minutes meeting. So, maybe to kind of keep  
5 everything in order, if you decide to admit it, it could  
6 be proposed to be admitted as part of Exhibit Q.

7 ACTING CHAIR GUINASSO: And that's the briefing  
8 memorandum that appears on tab 19?

9 MS. GRANIER: It's the meeting minutes behind  
10 that briefing memorandum. I think the briefing memorandum  
11 is Exhibit Q.

12 ACTING CHAIR GUINASSO: I think what we admitted  
13 as Exhibit Q was the meeting minutes, but we didn't get  
14 the memorandum in.

15 MR. JOHNSON: I've got the memorandum, but not  
16 the meeting minutes.

17 ACTING CHAIR GUINASSO: Okay, gotcha. So why  
18 don't we go ahead and combine the two so that it's one,  
19 Exhibit 2, unless, Mr. Ott, you have some objection to  
20 that.

21 MR. OTT: No, that's fine.

22 ACTING CHAIR GUINASSO: All right. So I'll take  
23 a motion to amend Exhibit Q to include both the minutes  
24 and the briefing memorandum. What I have as Exhibit Q was

1 actually the minutes, but I didn't have the briefing. So  
2 I've got these July 29th, 2016 minutes. And this briefing  
3 is supposed to go with that.

4 MEMBER GARDNER: Member Gardner. I make a motion  
5 to combine what is current Exhibit Q to include the staff  
6 briefing memorandum for 7-29-2016 and the minutes of the  
7 SPCSA meeting 7-29-2016 as well.

8 ACTING CHAIR GUINASSO: Okay. Thank you. I'll  
9 second that. So it's been marked as Exhibit Q, has now  
10 been combined to include both July 29, 2016 meeting  
11 minutes with what I understand to be the briefing  
12 memorandum provided by Patrick Gavin on that same date,  
13 with respect to agenda Item 14, Nevada Connections Academy  
14 graduate rates.

15 All those in favor?

16 ALL: Aye.

17 ACTING CHAIR GUINASSO: Any opposed?

18 (No audible response.)

19 ACTING CHAIR GUINASSO: Motion carries.

20 (Motion to revise Exhibit No. Q made,  
21 seconded, and unanimously carried.)

22 ACTING CHAIR GUINASSO: Any other cleanup issues  
23 like that we needed to address?

24 Oh, you wanted to look at the ones that we've

1 excluded, and for what purpose?

2 MS. GRANIER: Because some of them were  
3 previously provided. For example, I think Member Gardner  
4 had asked if some of the exhibits were ready for March.

5 And clearly, actually, some of these exhibits  
6 were ready in December, and they were in the hearing  
7 binder I provided at the December hearing that did not go  
8 forward.

9 ACTING CHAIR GUINASSO: Were they provided before  
10 the hearing?

11 MS. GRANIER: Yes, I had all the hearing binders  
12 ready to go for that December hearing. And I believe one  
13 was left with Danny Peltier in the north.

14 And we had clearly not just disclose it, but we  
15 had it waiting as an exhibit with multiple copies.

16 So for things like that and then also anything  
17 that is either publicly available or is actually came from  
18 the Authority or is in the Authority's possession, I would  
19 ask that you consider those for possible judicial notice,  
20 or to allow them because the law is clear, as we put in  
21 our brief, that there's a requirement that there be some  
22 sort of prejudice for exclusion on the documents, even if  
23 they were late.

24 And so --

1           ACTING CHAIR GUINASSO: The other piece to it,  
2 though, is that you're asking us to make decisions without  
3 providing the documents. And as an Authority member who  
4 wants to be able to read all this stuff and be able to  
5 understand what's being argued, not having those documents  
6 as a part of the original materials to prepare for the  
7 hearing, and then just to dump on us basically another  
8 2,200-and-some-odd documents after the hearing was  
9 continued was not just a lot to put on the Authority's  
10 attorney, but also on the people that you're asking to  
11 make a decision.

12           So, Mr. Ott, did you want to respond to that?

13           MR. OTT: No. Well, yes. There are some  
14 documents which are duplicative of documents in ours, and  
15 I'm happy to go through those to make sure that she can  
16 make use of the documents that we've already admitted.

17           But I don't see the need to go much beyond that.

18           ACTING CHAIR GUINASSO: Okay. So let's start  
19 there. What are the duplicative documents? We'll start  
20 with tab 80. I think tab 80, what's behind tab 80 is  
21 redundant, we've already admitted.

22           MS. GRANIER: I don't have a copy, I'm sorry.

23           ACTING CHAIR GUINASSO: I'm sorry, I'm going off  
24 of my own -- we've admitted the cure letter from March 24,

1 2017, so that would have been your Exhibit VV.

2 MS. GRANIER: Okay. So exhibit -- it's behind  
3 tab 14, and it would have been Exhibit BB. And all of the  
4 attachments have been admitted.

5 ACTING CHAIR GUINASSO: Yeah, so we've already  
6 admitted that document.

7 MS. GRANIER: I'm sorry, what's the exhibit  
8 number?

9 ACTING CHAIR GUINASSO: In your exhibits it was  
10 VV. In ours I think it's B and B-1 through B- --

11 MS. GRANIER: Oh, got it. Thank you.

12 ACTING CHAIR GUINASSO: We've already admitted  
13 that. That was submitted a couple of times actually in  
14 your submittals. Then your Exhibit WW was a memo from  
15 concerned parents and educators. That was not a part of  
16 the materials that were submitted and is not redundant in  
17 any way.

18 So that was excluded by prior motion earlier  
19 today. Exhibit XX, the Every Student Succeeds Act High  
20 School Graduate Rate Nonregulatory Guidance, that was not  
21 provided prior to the last hearing and so that was  
22 excluded. And I don't know that that's duplicative of  
23 anything.

24 MS. GRANIER: If I could just clarify that. We

1 provided that for convenience. It doesn't really need to  
2 be an exhibit because it's federal nonregulatory guidance.  
3 It's like a regulation; it's not quite a regulation, but  
4 it's --

5 ACTING CHAIR GUINASSO: If that comes up in your  
6 argument, or, like, with the witness that you're dealing  
7 with, we can probably just take judicial notice of a  
8 document like that. And so then, just moving on to  
9 Exhibit YY, it was a resumé of a new board member, Nema --

10 MS. GRANIER: That's fine.

11 ACTING CHAIR GUINASSO: What's that?

12 MS. GRANIER: That's fine. We can leave that one  
13 alone.

14 ACTING CHAIR GUINASSO: Does that go to your  
15 cure?

16 MS. GRANIER: Yes.

17 ACTING CHAIR GUINASSO: That one -- because one  
18 of the proposals, one of the things would be  
19 reconstitution.

20 MS. GRANIER: That's correct. And I couldn't  
21 have had her resumé because lots of new information that  
22 became available to us.

23 ACTING CHAIR GUINASSO: This came available after  
24 the March --

1 MS. GRANIER: That's correct.

2 ACTING CHAIR GUINASSO: So with regard to Exhibit  
3 YY, I'd actually like to mark that as -- we're at T now.  
4 I'd like to mark that as U. Because that would have been  
5 a document that would not have been available prior to the  
6 last hearing, and really goes to one of the issues that  
7 we're going to be facing later today, or maybe tomorrow or  
8 some point, and that is reconstituting the board and who  
9 you might be presenting in that regard; is that right?

10 MS. GRANIER: Assuming the Authority carries its  
11 burden and prevails on the first --

12 ACTING CHAIR GUINASSO: On the first issue.

13 MS. GRANIER: If we were to win on the first  
14 issue, then I guess --

15 ACTING CHAIR GUINASSO: I'll mark it as U, but  
16 we're not going to admit at this point. We'll leave it  
17 excluded. But if we get to the second issue and we start  
18 talking about reconstitution of the board, then perhaps we  
19 can reconsider. But we'll mark it as U for now.

20 MR. OTT: Just noting that that document, if it  
21 was not available before the March meeting, would have  
22 been submitted after the cure period had closed. So it  
23 couldn't be considered a cure because it was outside the  
24 cure period.

1           ACTING CHAIR GUINASSO: All right. That makes  
2 sense. I'm just going to mark it. We're not going to  
3 admit it. But I want to give Nevada Connections Academy  
4 an opportunity to renew their argument regarding that  
5 exhibit.

6           And then, Mr. Ott, you can renew your objection,  
7 and the board will consider it at that time. Is that  
8 okay?

9           MR. OTT: That's fine. What's it marked as?

10          ACTING CHAIR GUINASSO: I'm going to mark it as  
11 U, Exhibit U. It comes after T. But again it's not  
12 admitted. It's just marked for future reference.

13          Following that we have Exhibit ZZ.

14          MS. GRANIER: This also is a document that was  
15 not available at the time of the last hearing. It was an  
16 e-mail sent out by the Authority on May 4th. It's highly  
17 relevant to the graduation rate and the credit deficiency  
18 issue.

19          ACTING CHAIR GUINASSO: I'm going to mark this  
20 only. So, we're at U. I'm going to mark it as V. We're  
21 not going to admit it, but I'll give -- at the time that  
22 this becomes a part of the witness examination, if you  
23 want to renew your offer, Mr. Ott, you can renew your  
24 objection, and we'll look at that again on its own.

1 MR. OTT: I'll renew my objection. I'm a little  
2 concerned that we're rehearing the same motion that we  
3 already heard this morning going through the arguments one  
4 by one.

5 I thought we were going to see some things that  
6 we could take judicial notice of that were duplicative of  
7 things that were already in, not necessarily go through  
8 each one, but I will renew my objection to that.

9 MS. GRANIER: I appreciate the opportunity to  
10 make a record as to each of these documents and why  
11 they're being excluded -- or possibly why they should  
12 properly be considered.

13 ACTING CHAIR GUINASSO: Well, we did already  
14 exclude all of these documents by earlier motion. And  
15 that's true.

16 We should really look at -- what I was really  
17 looking for is what's duplicative and what we can take  
18 judicial notice of.

19 I'm just marking -- I'm marking documents that  
20 don't fit within either the judicial notice category or  
21 the redundant category. I think that will make it easier  
22 with regard to future disputes over what was excluded and  
23 not.

24 It will make it easier for us to know which

1 documents of the group of documents that we excluded  
2 actually had some bearing on today's hearing.

3 I think that would be helpful for making a good  
4 record. And so let's -- why don't we just focus on  
5 identifying duplicative records and identifying things we  
6 can take judicial notice of, and then if there's anything  
7 else, Ms. Granier, you just want me to mark, then we can  
8 do that.

9 MS. GRANIER: Yes. So if you continue on to what  
10 was behind tabs 37 and 38, we did submit a report from  
11 Dr. Garza prior to the March deadline.

12 This was an updated version of that report. But  
13 I do have copies available of the previously submitted  
14 report.

15 So if you are excluding the updated report, I  
16 would ask to be allowed to admit as an exhibit the report  
17 that was previously provided prior to the March hearing  
18 date.

19 ACTING CHAIR GUINASSO: Mr. Ott?

20 MR. OTT: What was previously provided?

21 MS. GRANIER: He had a 2016 date of validation  
22 report for NCA.

23 MR. OTT: Can you direct me to where it is in the  
24 document?

1 MS. GRANIER: I have copies of it. Because it  
2 was updated, we provided copies in the binders of the  
3 updated version, and that's what we disclosed. But we had  
4 previously disclosed the prior report that was prepared  
5 for the March hearing.

6 MR. OTT: Right. I'm asking where is the  
7 disclosure of the prior report so I can look at the  
8 document?

9 MS. GRANIER: Well, it would have been in the  
10 disclosure we provided you five days prior to the March  
11 hearing.

12 MR. OTT: So which number is it?

13 MS. GRANIER: It's not.

14 ACTING CHAIR GUINASSO: That wasn't in any of the  
15 exhibits that --

16 MS. GRANIER: That I proposed.

17 ACTING CHAIR GUINASSO: -- that we reviewed prior  
18 to the March 30th hearing. We didn't receive that  
19 document.

20 MS. GRANIER: No, you did. It was disclosed. It  
21 was on our list of disclosures.

22 ACTING CHAIR GUINASSO: I don't recall seeing  
23 that document. It wasn't in the A through T documents  
24 that were on the Authority's website.

1 MS. GRANIER: I'm certain it was prepared and  
2 submitted. Can I take a moment off the record to call my  
3 assistant to find out where we might find it?

4 Or do you want to move on and do that later?

5 ACTING CHAIR GUINASSO: Yeah, let's just move on  
6 and do that later. I'll mark it for the time being just  
7 as W.

8 I'll mark it as W. But I don't recall that  
9 document ever being submitted either in its original form  
10 or in its updated form.

11 MR. OTT: Is that all of 37 that you are marking  
12 as W?

13 ACTING CHAIR GUINASSO: Yes.

14 MR. OTT: I would also note for the record that  
15 the Exhibit AB that was provided to us via e-mail was  
16 blank. So there was no information in it at all.

17 ACTING CHAIR GUINASSO: Okay. That was AB?

18 MR. OTT: AB, correct.

19 ACTING CHAIR GUINASSO: And it's AB and AC  
20 that were -- or are we just dealing with AB?

21 (Discussion off microphone.)

22 ACTING CHAIR GUINASSO: Well, the AC is the  
23 validation. So we've got U -- I've marked U and B and now  
24 this one that was Exhibit AB, I'm marking W. And then --

1 I don't see any other, I see an e-mail dated 5-3-2017,  
2 that was Exhibit AR. And it was an e-mail regarding the  
3 confidentiality agreement. That comes after the -- this  
4 would have been after the last hearing date.

5 MS. GRANIER: It does. That was not available,  
6 and it is material to the cure portion of this proceeding.  
7 So I would ask that at least be marked for further  
8 consideration.

9 ACTING CHAIR GUINASSO: So I'm going to mark that  
10 as X. And then I think that's all of the documents that  
11 came, that weren't available prior to the March 30th, 2017  
12 hearing. Those are all the documents that were not  
13 physically available.

14 MS. GRANIER: I think that is correct. There  
15 is -- behind tab 40 is the Authority meeting transcript  
16 from the May 2016 hearing, which again is highly relevant  
17 and material. And it's available on the Authority's  
18 website, although we had to pay a significant amount of  
19 money to get a paper copy of it to put in the record for  
20 this proceeding.

21 I think you can take judicial notice of it. And  
22 I would ask that you allow that to be marked as well.

23 ACTING CHAIR GUINASSO: Which one is that again?

24 MS. GRANIER: Behind tab 40, and it's AH.

1           ACTING CHAIR GUINASSO:  AH.  I'll mark it as Y,  
2 but, again, it's been excluded.  We'll mark AH as Y.

3           So the rest of the documents in question, I  
4 believe, were available and could have been produced  
5 before the March 30th, 2017 hearing.  And there are some  
6 redundant documents in here that we've already admitted.

7           Unless there's anything else you want me to mark,  
8 Ms. Granier, I think we're going to leave it at that.

9           MS. GRANIER:  And I don't see declarations that  
10 are behind tabs 28 to 30; certainly were in the  
11 Authority's possession.  They were part of the litigation,  
12 so I don't see how there's any prejudice.  I would ask  
13 that those be marked.  They're highly relevant to the  
14 issues at hand.

15          ACTING CHAIR GUINASSO:  I think that those  
16 documents really could have and probably should have, as  
17 counsel as argued, have been produced prior to the last  
18 hearing.

19          So we'll leave those unmarked for now.  And plus  
20 these individuals, I think a few of these folks you're  
21 going to have testify, right?

22          MS. GRANIER:  A few of them.  Some now are either  
23 unavailable or you have excluded them.

24          ACTING CHAIR GUINASSO:  And these declarations

1 were prepared for another proceeding, not this proceeding?

2 MS. GRANIER: For a related proceeding.

3 ACTING CHAIR GUINASSO: All right, so, we'll just  
4 leave those as is. And if you need to make arguments  
5 about them later you can. Any others?

6 MS. GRANIER: With respect to documents that we  
7 did include in the December hearing binders, are you  
8 allowing those to be used or you're not?

9 ACTING CHAIR GUINASSO: I have no idea what was  
10 provided in the December hearing binders because we  
11 actually weren't given those.

12 When we came to that hearing, my recollection was  
13 that we had to end the hearing before we could get to it,  
14 because the room didn't have enough space, and there was  
15 an allegation we may be in violation of the Open Meeting  
16 Law if we were to proceed. So I don't know that we have  
17 those binders or were provided those binders.

18 MS. GRANIER: A copy of the binder -- I have  
19 binders here, and they were not distributed, you're  
20 correct, because the hearing never commenced. But a copy  
21 was provided to Mr. Peltier up in the north. So there's a  
22 record of what was available for that hearing.

23 ACTING CHAIR GUINASSO: I think what we asked for  
24 was that all your documents be produced prior to the

1 hearing. And if those documents were going to be used at  
2 the March 30th hearing, that I would have expected those  
3 to have been produced prior to that hearing so we would  
4 have had the benefit of having those in our list of  
5 documents that we would be considering for today's  
6 hearing. And I don't think that that happened.

7 And, so, I think we'll leave those as is for the  
8 time being, unless, Mr. Ott, you have anything to say  
9 about that.

10 MR. OTT: No, I don't believe I received a copy  
11 of that binder either. So, no, I would prefer they be  
12 excluded.

13 ACTING CHAIR GUINASSO: Okay. So I think we've  
14 got all the exhibits that we're going to admit. I've  
15 marked a few additional ones just to make it clear for the  
16 record that those were documents that are purported to be  
17 documents that couldn't have been produced prior to last  
18 hearing.

19 We haven't admitted those, but at such time they  
20 become relevant and Nevada Connections' presentation and  
21 they want to renew their request to admit those documents  
22 at that time, we'll hear that argument at that juncture.

23 So, that being said, let's revisit what we're  
24 doing. We're about to take opening statements. And I

1 really want your opening statements to be focused on the  
2 two notices of intent that were provided -- one on  
3 September 30th, 2016, and one on February 10th, 2017 --  
4 regarding whether the Nevada State Public Charter School  
5 Authority can establish by a preponderance of the evidence  
6 that Connections Academy has failed to correct the  
7 deficiencies in its graduation rate. And as we talked  
8 earlier there's some sub-issues involved in that.

9 And I think talking a little bit about the  
10 graduation rate and understanding where that graduation  
11 rate comes from and being able to establish that their  
12 graduation rate is below what the statutory standard is, I  
13 think it would be important for us to hear, along with  
14 sub-issues that I outlined earlier today.

15 Let's not talk about cure or reconstitution or  
16 closure until we get through this section of the hearing.  
17 I just want us to be focusing on the alleged deficiency  
18 and establishing that piece, or that first issue before we  
19 move on to the second issue, as I mentioned earlier.

20 MR. OTT: Okay. So the initial phase is just  
21 going to be limited to whether the announced graduation  
22 rate has been met. We won't discuss the cures in the  
23 initial phase?

24 ACTING CHAIR GUINASSO: Yeah, we won't deal with

1 any of the proposed cures -- well, yeah, so what we're  
2 going to do is -- actually I misspoke. I apologize for  
3 that.

4 We'll look at these graduation rates. We'll look  
5 at whether Nevada Connections Academy corrected or  
6 proposed corrections to this deficiency and then we're  
7 look at whether the corrections or proposed corrections  
8 are sufficient to correct the deficiency. So, those are  
9 the issues I want you all to address in your opening and  
10 in your initial case in chief.

11 MR. OTT: Mr. Chair, I have one prior issue that  
12 I'd like to raise briefly, because it will affect the way  
13 that we present our evidence, if I may be heard.

14 ACTING CHAIR GUINASSO: Yes.

15 MR. OTT: So, earlier during the presentation of  
16 the evidence, I moved to exclude certain evidence based on  
17 NRS 48.105 regarding settlement discussions.

18 There have been allegations in pleadings about  
19 efforts to compel a school to do certain things.

20 Discussions were had between the Authority and  
21 the school. After threat of litigation, some of the  
22 discussions before they filed first suit, some discussions  
23 after.

24 And I'm moving to exclude all evidence of

1 settlement discussions regarding the cures, not  
2 necessarily because I don't want to talk about them,  
3 because I want the Authority to be on record of what it  
4 wants to do with regard to this.

5 Because having those settlement discussions be  
6 subject, be admissible as evidence in future Authority  
7 proceedings, could cause the Authority or schools to be  
8 less willing to negotiate freely, less willing to offer  
9 solutions, less willing to propose certain items if they  
10 know that those items could later be admitted at a hearing  
11 regarding accountability.

12 So, in the spirit of NRS 48.105, even though some  
13 of the discussions happened prior to the school  
14 instituting suit, our request is that settlement  
15 discussions, including the discussions regarding the  
16 contract that was redlined back and forth, be excluded.

17 ACTING CHAIR GUINASSO: Before I let you respond.  
18 I just want to understand what's being presented here. So  
19 which exhibits are you referring to that would fit under  
20 that objection?

21 MR. OTT: So the exhibit, I believe, was B-11, is  
22 the draft Authority contract, which was not accepted yet.  
23 And I think that there was a discussion about whether or  
24 not that contract had been presented prior to or

1 subsequent to the initiation of litigation by NCA.

2 My reading of NRS 48.105 is that it involves a  
3 contested claim. It doesn't necessarily require  
4 litigation to be commenced for it to be triggered.

5 ACTING CHAIR GUINASSO: My recollection on that,  
6 though, was that the Authority at some point last summer,  
7 I think in July or August, had directed the Authority and  
8 Connections to reach some sort of an agreement on how to  
9 proceed forward given the concerns about graduation rate.  
10 And we were looking for a contract that we could review  
11 and approve.

12 Ultimately, there was no contract that was  
13 consummated for whatever reason. Perhaps we would hear  
14 about that, perhaps we wouldn't. I guess that's the point  
15 of your objection.

16 So I'm having a hard time still understanding the  
17 application of NRS 48.105, relative to the fact that we,  
18 kind of, as a board, gave that authority. I gave that  
19 direction, I think, the first time, last July.

20 Don't quote me on that. I'm just going off the  
21 top of my head. We gave the direction to negotiation that  
22 agreement, before there was any Notice of Intent that went  
23 out, I believe.

24 MR. OTT: So, there was an agenda item for the

1 issuance of a notice pursuant to NRS 388A.330 and it was  
2 not acted upon. And it was clear from the Authority's  
3 discussions that the board would prefer that the staff  
4 reach out and try and enter into negotiations to bring a  
5 joint recommendation.

6 ACTING CHAIR GUINASSO: So the board's direction  
7 was that we didn't want to negotiate that contract in an  
8 open meeting. We wanted our staff to negotiate that  
9 contract, because that's really what staff's function is.

10 So how does that fit as a settlement discussion  
11 exactly if it's coming at board direction for you to  
12 negotiate a contract that ultimately doesn't get -- I'm  
13 just trying to understand that piece?

14 MR. OTT: Well, litigation was being threatened  
15 by NCA for a considerable amount of time going back to, I  
16 think, February of last year, 2016. So efforts to resolve  
17 the potential Notice of Closure also would be efforts to  
18 resolve potential litigation.

19 ACTING CHAIR GUINASSO: Gotcha. Any other  
20 questions from anybody on the board for Mr. Ott before I  
21 let Ms. Granier respond?

22 Ms. Granier, go ahead.

23 MS. GRANIER: Thank you. 48.105 is absolutely  
24 not applicable. There was no pending litigation. I'm not

1 even sure there were threats of litigation.

2 In February of 2016, the school was put on agenda  
3 with no notice of foreclosure. The board did not act. We  
4 were put on again in March. The board did not vote to  
5 close and then said prepare our grad rate improvement  
6 plan.

7 And as you just recalled, Member Guinasso, in  
8 July after appraising that plan in May, in July you did  
9 direct staff to go work out the terms of a charter  
10 contract with us, and that's what we were doing. There  
11 was no litigation.

12 There was no Notice of Intent to close. In fact,  
13 we thought we had reached solution, and we were simply  
14 trying to reach terms of an agreeable charter contract, as  
15 you directed.

16 So, 48.105 doesn't apply anyway. Even if it did  
17 apply, or even if there were settlement discussions going  
18 on so that it could apply, it would not apply to exclude  
19 this evidence, because it's very clear the reasons that  
20 Mr. Ott does wants you to not hear that evidence is that  
21 Director Gavin was putting the school in a position of  
22 either waiving their rights of judicial review or facing  
23 closure, and therefore under 48.105 it can be used as  
24 proving bias or prejudice of a witness.

1           ACTING CHAIR GUINASSO: Just a couple things,  
2 again from my recollection. I think as a board we gave a  
3 direction, that that particular provision -- and I don't  
4 recall when I gave that direction, I think after it was  
5 brought back to the board and there was some dispute over  
6 that.

7           But this board gave direction to have that  
8 included as an essential term in the contract that we were  
9 trying to negotiate.

10          But I do recall, at least from the pleadings that  
11 we have on the Authority side, is the first lawsuit was  
12 actually commenced, I think, August 28th.

13          And so the reason why we held -- we didn't admit  
14 Exhibit B 11 -- was because I wasn't sure the date of that  
15 document. So if the date of that document is post  
16 litigation --

17          MS. GRANIER: It's not. I understand. I need to  
18 offer you the e-mail. I understand.

19          ACTING CHAIR GUINASSO: We're letting you renew  
20 that later. So with regard to, I guess, to your point,  
21 Mr. Ott, I think we'll leave Exhibit B-11 as excluded.

22          But if it turns out that that document was  
23 prepared prior to August 28th, which I think was the first  
24 litigation, and it was pursuant to board direction to

1 negotiate a charter contract, then I'd be inclined to want  
2 to recommend the inclusion of that document to the board  
3 and see what the board says at that time.

4 MR. OTT: Just to clarify, Director Gavin was  
5 told that the school would see him in court in February of  
6 2016. So there was a threat of litigation. And to -- so,  
7 I guess --

8 ACTING CHAIR GUINASSO: Let me stop you for a  
9 second. Really it's already excluded now. If they  
10 provide additional evidence and argument as to why it  
11 should be included later, we'll go through this again and  
12 you can make your arguments when litigation was threatened  
13 or not.

14 I don't have the knowledge of what happened last  
15 February because I wasn't a part of this body. And I only  
16 know what I was present for. If there's additional things  
17 we need to consider, let's consider that after perhaps an  
18 e-mail or something validating the date of that document,  
19 and then we can revisit these arguments then if that's --

20 MR. OTT: I just note that this is going to be an  
21 evidentiary objection that's going to be raised when  
22 Director Gavin testifies because someone is going to ask  
23 him about those conversations, and there will be an  
24 objection based on NRS 48.105, and I was hoping we could

1 deal with it before his testimony rather than break in the  
2 middle and have this discussion. But if you want to do it  
3 at the time we can do that.

4 ACTING CHAIR GUINASSO: If the document gets  
5 produced, we'll deal with it again. Hopefully you're  
6 working with your assistant getting some sort of  
7 validation on that issue.

8 MS. GRANIER: Yes.

9 ACTING CHAIR GUINASSO: Are there other pieces or  
10 documents that you're concerned about that are  
11 settlement-related documents that we --

12 MR. OTT: Not documents. More thinking about  
13 testimony.

14 ACTING CHAIR GUINASSO: Okay. So if those  
15 questions are raised during his testimony I would expect  
16 appropriate objection and response, and then we'll rule as  
17 a board on those issues as they come up in his testimony.

18 Is that fair to everybody?

19 MS. GRANIER: Yes.

20 MR. OTT: Certainly.

21 ACTING CHAIR GUINASSO: Okay. So why don't we go  
22 ahead and start with opening based on what we've asked you  
23 to address in this first part of the hearing. I'm going  
24 to set my timer.

1           We've only allotted 15 minutes for opening. Let  
2 me ask you both, is 15 minutes enough time to give an  
3 appropriate opening.

4           MS. GRANIER: Yes.

5           MR. OTT: Yes.

6           ACTING CHAIR GUINASSO: Then let me just get my  
7 timer ready here. Mr. Ott, please proceed.

8           MR. OTT: Thank you. The Authority's obligation  
9 under NRS 388A.330 and this first phase of the hearing is  
10 simple: Has NCA corrected the deficiencies to the  
11 satisfaction of the sponsor within the time prescribed in  
12 the notice?

13           Questions about what should happen if the school  
14 did not correct those deficiencies cannot be considered in  
15 this phase. The only questions before the Authority are  
16 whether the graduating cohorts for 2015 and 2016 were  
17 below 50 percent, and if so whether the corrections  
18 proposed by NCA are sufficient to correct them.

19           The first part of that is straightforward. The  
20 Department of Education calculates those numbers. We will  
21 have a representative from the department here to explain  
22 how that is done, why it is done that way, and what role  
23 the school plays in validating that data.

24           The department will testify that the adjusted

1 cohort graduation rate for NCA was 35.63 percent for 2005  
2 and 40.09 percent for 2006.

3 The executive director of the SPCSA will explain  
4 that the SPCSA uses adjusted cohort graduation rate and  
5 has since before his hire. You'll also hear NCA propose  
6 several alternative graduation rates for your  
7 consideration.

8 Most of these rates exclude various categories of  
9 students from consideration based on different legal  
10 theories. You've seen legal arguments about graduation  
11 rates in prehearing briefing, and you'll hear why  
12 measuring different slivers of the student population is  
13 more relevant than measuring the entirety of the  
14 population.

15 What you'll not hear from NCA is any testimony  
16 regarding how their alternative graduation rates would  
17 affect statewide graduation rates, or that the Legislature  
18 intended the term "graduation rate" to mean anything other  
19 than the adjusted cohort graduation rate calculated by the  
20 Department of Education and used by the SPCSA.

21 The second part of the hearing will be NCA's  
22 proposed cures and whether they're sufficient to correct  
23 the deficiency.

24 The proposed cures that will be presented are

1 those NCA is putting forth to correct the deficiencies as  
2 set forth in the notices.

3 There will be two cures evaluated -- one proposed  
4 in response to the 2015 graduating cohort on December 2,  
5 2016, and the other proposed in response to the 2016  
6 graduating cohort dated March 24, 2017.

7 You'll hear NCA describe several cures in  
8 response to the 2015 graduating cohort. These cures  
9 generally fit into three categories.

10 The first is a request for the SPCSA to use a  
11 different graduation rate calculation excluding certain  
12 students. Both the Department of Education staff and the  
13 executive director of the SPCSA will address why these  
14 changes to calculations are not appropriate.

15 The second is some measures that NCA has  
16 undertaken to increase its graduation rate through  
17 academic changes. Because of various delays in this  
18 hearing you'll have the advantage of seeing the benchmarks  
19 NCA suggested to evaluate that plan.

20 And testimony will show that the graduation of  
21 the most recent year fell well short of their target. You  
22 will also hear that the NCA's five-year cohort graduation  
23 rate, as calculated by the department, remains well short  
24 of 60 percent.

1           The third are proposals to restructuring NCA  
2 including a request to reconstitute its governing board  
3 over the next three years or to create a school within a  
4 school where it could place all its credit-deficient  
5 students and thus increase its graduation rate.

6           You'll hear the executive director of the SPCSA  
7 discuss reconstitution of governing bodies and when such  
8 changes are appropriate and show a reasonable likelihood  
9 of success and why NCA's school within a school is a  
10 flawed concept.

11           There's also a final proposal to have NCA impose  
12 a financial penalty for failure to graduate its students  
13 instead of revoking the school's charter or reconstitute  
14 its governing board. No evidence will show any link  
15 between a financial penalty and a proposed graduation rate  
16 increase.

17           Finally, you'll have an opportunity to review  
18 NCA's renewal back in 2013 where it was tasked with  
19 creating a plan for a graduation rate improvements.

20           And you'll hear testimony about the failure of  
21 the graduation rates to rise after the implementation of  
22 that 2013 plan.

23           Once the evidence of the graduation rates and  
24 NCA's proposed cures has been submitted, you'll be asked

1 to make a determination regarding whether NCA has cured  
2 the deficiencies regarding the 2015 and 2016 graduating  
3 cohorts. The evidence will show it has not.

4 That's all I have.

5 ACTING CHAIR GUINASSO: Thank you, Mr. Ott.

6 Ms. Granier.

7 MS. GRANIER: If I can have a moment to set my  
8 own timer to keep track of my own time.

9 ACTING CHAIR GUINASSO: No problem.

10 MS. GRANIER: Okay.

11 ACTING CHAIR GUINASSO: Ready? Time's starting.

12 MS. GRANIER: Thank you. There is no definition  
13 of graduation rate under SB 509 codified in NRS 388A.330.  
14 That is at the heart of this matter here.

15 We are not asking you to redefine the graduation  
16 rate. We are asking you to do exactly what the  
17 Legislature intended you to do.

18 You will hear that SB 509, that is now the  
19 trigger -- that now provides for the trigger provision  
20 that you're considering to close a school, was initially  
21 proposed with a mandatory closure.

22 It was "shall," that you shall close a school, a  
23 high school, if it has a graduation rate from the prior  
24 year of below 60 percent.

1           After significant deliberation, testimony  
2 consideration, the Legislature very intentionally changed  
3 that "shall" to "may."

4           And it is very clear on the record, based in part  
5 on Director Gavin's testimony that you, of course, would  
6 not just look at a single data point. You would consider  
7 all compelling evidence relative to that data point.

8           But the Legislature very intentionally gave you  
9 the discretion to, yes, take a look if that single data  
10 point is below the 60 percent for a high school. But to  
11 consider all of the compelling evidence.

12           So what you will hear from us is not that we're  
13 telling you how to redefine graduation rate the way the  
14 NDE calculates it for purposes of federal reporting.

15           The Nevada Legislature very clearly could have  
16 adopted that federal definition and incorporate it into  
17 that statute. It did not because the point was they never  
18 intended it to be used the way it is being used, to  
19 attempt to shut down a school serving over 3,300 Nevada  
20 students across our state in grades K through 12, which  
21 raises another legal problem with this proceeding looking  
22 to close a grade K through 12 school when the statutory  
23 language is clear that as a trigger for possible closure  
24 of a high school.

1           We are not a high school. We are a K through 12  
2 school. And what you will hear is that after the  
3 Authority staff said, well, you can sever your charter and  
4 we'll just close your high school, we proposed the concept  
5 of a school within a school.

6           And you'll hear in the second half of this  
7 proceeding if we get there why we believe that was an  
8 appropriate cure responsive to your staff's request.

9           You will hear that over and over and over again  
10 this school has taken a careful look at this and responded  
11 to every request your staff and this Authority board has  
12 made to address this issue. The school has worked  
13 diligently and it is improving.

14           Yes, we have cured the deficiency. We came up  
15 with a highly praised graduation rate improvement plan  
16 that we presented to this board in May.

17           And we have the transcript of that proceeding  
18 where some of the then-board members praised it, including  
19 Member McCord, for its transparency, for its very clear  
20 action to be taken.

21           Director Gavin gave us comments and reviewed that  
22 document and he had no criticism of it other than he  
23 wanted to see benchmarks.

24           So you are going to consider today closing a K

1 through 12 school which serves, as you heard, students who  
2 have medical issues; are pursuing extraordinary dreams as  
3 dancers, artists, athletes; who have overcome  
4 extraordinary challenges and thanks to NCA they have  
5 stayed on track.

6 This is their school of choice. They're learning  
7 sign language. They're learning Mandarin. They have  
8 incredible opportunities available to them in rural areas  
9 of Nevada that are otherwise not available to them that is  
10 threatened here today based solely on the consideration of  
11 a single data point, which is flawed when reviewed in  
12 isolation without looking at the students who are behind  
13 that data point.

14 Again, we are not asking you to recalculate.  
15 We're asking you to look at what does that data point  
16 mean.

17 What is the student population that makes up that  
18 35 percent or 40 percent? And does it reflect the  
19 achievement of this school? Because that's what should be  
20 considered if you're going to close this school is how is  
21 this school achieving. Not how did other schools achieve.

22 And what you will hear is that if you actually  
23 look at the data that we've presented to staff but has  
24 been rejected based on the single data point, what we have

1 demonstrated and you will hear that has been validated  
2 from a third-party expert, independent, is that if you  
3 look at every single student, as we did, in the NCA high  
4 school, in the 2016 cohort, 49 percent of those students  
5 came to Nevada Connections Academy at least one semester  
6 behind.

7 That is why this single data point is low. So  
8 you are not holding Nevada Connections Academy accountable  
9 for its performance. You're holding Connections Academy  
10 accountable for that prior school performance.

11 The school that left that student credit  
12 deficient, which NCA welcomed with open arms and is  
13 effectively serving, are the same students that are  
14 causing us to be here today.

15 What you will hear from experts is that the data  
16 shows that if you look at this calculation and you remove  
17 those students who came to Nevada Connections Academy at  
18 least a semester behind, our graduation rate, calculated  
19 in accordance with the federal reporting requirements  
20 other than considering those students, is 62 percent,  
21 which means we are not subject to closure under the end of  
22 the permissive closure provision.

23 You have adopted a state public charter  
24 performance school framework. And you must follow that.

1 You have a charter contract with the school, and you must  
2 follow that.

3 What you will hear is that your staff has ignored  
4 both of those and refused to consider any data or  
5 information about this school's performance other than  
6 this single data point.

7 As many of you already know, it violates your  
8 adoptive performance framework to even be subjecting us to  
9 a closure hearing without having considered that other  
10 information.

11 If you measure NCA based on its performance with  
12 these students, you will see and you will hear from the  
13 evidence presented, that students who have been with  
14 Nevada Connections Academy for all four years of their  
15 high school graduate at a rate of over 80 percent, which  
16 may be the highest of any high school in the state.  
17 You'll hear from experts about that.

18 That's a true measure, as you will hear from  
19 education policy experts, of how this school is  
20 performing -- not holding it accountable or penalizing it  
21 for the credit-deficient students that it accepts from  
22 other schools.

23 This began in February of 2015 and you'll hear  
24 that as well. You need to hear the full timeline to

1 understand how this happened and why we're here and  
2 consider whether the deficiency has been cured.

3 Because in February of 2015, again, in violation  
4 of your own adoptive Charter School Performance Framework,  
5 without any communication or so much as a phone call, much  
6 less a notice of concern or notice of breach which are  
7 required under your own performance framework, NCA was  
8 placed on agenda for possible closure in February of 2015.

9 You will hear the evidence that not only did we  
10 not only have any notice of that, even a phone call from  
11 Director Gavin as to why we were on that agenda, even when  
12 we followed up with him he initially said the matter was  
13 with counsel and still wouldn't explain to us why we were  
14 on that agenda.

15 You're going to hear evidence that the only  
16 concern the Authority staff has identified with this K  
17 through 12 school is this single data point.

18 And you're going to hear that this school, as  
19 last rated, was in good standing and in fact the middle  
20 school is a four-star middle school out of a five-star  
21 rating. So it was one of the highest rated middle schools  
22 in our state. That's what you're going to close down over  
23 a single data point.

24 You're going to hear what the Legislature

1 intended, which is the compelling evidence around that  
2 data point.

3 Yes, you want to know, and we want to know, why  
4 was it 35 percent. You're also going to hear that we  
5 prepared this graduation rate improvement plan, and that  
6 it's working.

7 While we're not where we hope to be because we  
8 continue accepting credit-deficient students, even though  
9 we've had one in almost every two students in the 2016  
10 cohort came to us so far behind and credit-deficient, we  
11 increased our graduation rate by five percentage points in  
12 that year, implementing the graduation improvement plan.

13 That is significant. It is working. You are  
14 going to hear that state law requires collaboration.  
15 State law, your performance framework, NACSA, they all  
16 recommend that for high stakes decisions -- and no one can  
17 suggest with a straight face this is not a high stakes  
18 decision -- that you gather and analyze a rich body of  
19 multi-dimensional body over the operational period of the  
20 school.

21 If you actually do that, you will see the  
22 evidence is clear it would be arbitrary, capricious and  
23 violation of law to close this school.

24 ACTING CHAIR GUINASSO: Thank you.

1 Ms. Granier, anything else?

2 Okay. So why don't we go ahead and move to the  
3 Authority's case in chief.

4 MR. OTT: The Authority would call Director  
5 Gavin.

6 ACTING CHAIR GUINASSO: Before we proceed, I just  
7 want to check in, Carson City, how is our court reporter  
8 doing?

9 MR. PELTIER: I don't know if you guys can hear  
10 me. We've lost connection. Give us a moment, please, to  
11 see what our tech guys can do. Hold on one second,  
12 please.

13 ACTING CHAIR GUINASSO: When did you lose  
14 connection?

15 MR. PELTIER: All comments were recorded. We  
16 lost connection about two minutes ago -- can you hear us?

17 ACTING CHAIR GUINASSO: Yeah, we can hear you  
18 fine. I'm concerned about how much of the presentation --  
19 was it five minutes or --

20 MR. PELTIER: I would say that we missed -- we  
21 missed about three minutes of Ms. Granier's, the end of  
22 her opening statement.

23 ACTING CHAIR GUINASSO: Okay. Can those  
24 statements be made available to those who are there in the

1 north in the form of a recording?

2 MR. PELTIER: Yes. The recording has continued  
3 to hold. I'm also logged into the system. That link will  
4 be made available to any member of the public who wishes  
5 to view it.

6 ACTING CHAIR GUINASSO: Okay. So just make sure  
7 that the people there where you're at understand that what  
8 they missed they can review via recording.

9 Presently we can't see --

10 MR. PELTIER: We're going to need a five-minute  
11 recess because we're going in and out and we've lost  
12 connection again.

13 ACTING CHAIR GUINASSO: Okay. We'll take a  
14 five-minute recess to address the --

15 MR. PELTIER: We're going to redial in. So  
16 you're going to lose us for one second and I'll have our  
17 tech people here at the Grand Sierra redial.

18 (Recess taken.)

19 ACTING CHAIR GUINASSO: We can see you and hear  
20 you. So does that mean that the technical difficulty is  
21 fixed?

22 MR. PELTIER: As it stands now, the technical  
23 difficulty is fixed. If we lose connection again, I will  
24 pop on through my other connection in the hard line and

1 let you know. But as it stands now --

2 ACTING CHAIR GUINASSO: Okay, that's great. Now,  
3 I wanted to check with the pace of the discussion. Is the  
4 court reporter okay with the pace in which we're talking  
5 presently?

6 MR. PELTIER: A little bit slower would be a  
7 little beneficial.

8 ACTING CHAIR GUINASSO: Counsel, just keep that  
9 in mind with regard to our court reporter in the north.

10 And, Mr. Gavin, no coffee for you this afternoon  
11 (laughter). Just take it slow.

12 Up in the north, we're about ready to convene  
13 here. So what we're going to do is go ahead and swear in  
14 the first witness, which is the Authority's witness,  
15 Patrick Gavin.

16 (Witness sworn.)

17  
18 PATRICK GAVIN

19 Called as a witness on behalf of the Authority,  
20 was sworn and examined as follows:

21  
22 DIRECT EXAMINATION

23 BY MR. OTT:

24 Q Mr. Gavin, could you please spell your last name

1 for the record.

2 A Gavin, G-a-v-i-n.

3 Q And where are you currently employed?

4 A I am employed by the State of Nevada at the State  
5 Public Charter School Authority.

6 Q What's your position there?

7 A I'm the executive director of the Authority.

8 Q How long have you held that position?

9 A Since July of 2014.

10 Q Can you briefly explain the positions that you  
11 held prior to accepting a position with the SPCSA?

12 A Certainly. Most recently I did development  
13 consulting, new school development work for charter  
14 networks around the country. Prior to that I spent some  
15 time in the classroom.

16 And prior to that I was an administrator for a  
17 multi-state charter network operating at the time out of  
18 DC and in Baltimore. I was there for a number of years.  
19 And prior to that I worked for a string of different  
20 education management organizations, all involved in the  
21 charter sector for 19 years.

22 Q So you've been involved in the charter school  
23 sector for 19 years?

24 A That's correct.

1 Q And can you give some time frames as to how long  
2 you filled those different roles within that 19 years?

3 A Sure. My first position I was in for a total of  
4 five years between the first company and then the company  
5 that acquired it, doing school development work.

6 During the second employment period was  
7 approximately three and a half to four years, with a large  
8 multi-state education management organization, first doing  
9 school development and then school operations and  
10 turnaround.

11 Then I worked for a supplemental educational  
12 services provider primarily providing services to charter  
13 schools in the northeast and Mid-Atlantic.

14 After that I worked for Friendship Schools in DC  
15 for a period of four years doing strategy, human capital  
16 and general administration, including work involving  
17 turnarounds of large comprehensive high schools.

18 And then, as I mentioned before, I was also a  
19 mid-career teacher at Teach For America at a KIPP school  
20 outside of Boston. And then I also did school development  
21 consulting for a number of different organizations around  
22 the country.

23 Q And for those who don't know what is KIPP?

24 A KIPP is the Knowledge is Power Program. It's a

1 network of charter school networks around the country,  
2 serving, at last count, I think, close to 100,000  
3 students. I could be wrong on that number, but it's a  
4 very large number of students across the country. It's  
5 generally considered to be the highest achieving charter  
6 schools in the nation.

7 Q You mentioned turnaround sector a few times in  
8 your background. Can you explain what you mean by that  
9 and give a little bit more detail about your experience in  
10 that area?

11 A Sure. So the fact of the matter is that since  
12 the inception of charter schools, beginning in the early  
13 1990s, there have been some schools that have struggled.

14 And since essentially the inception of the  
15 movement there have been a variety of strategies that have  
16 been used to try to improve those schools.

17 But the evidence shows rather convincingly that  
18 absent some kind of substantive, significant intervention,  
19 such as a massive change in governance and leadership, it  
20 is very unlikely that a school will turn around.

21 Generally speaking, the trajectory of a school  
22 during its first three years is predictive of how it will  
23 perform for the remainder of its lifespan.

24 Schools that underperform during their first

1 three years of operation are generally unlikely to do  
2 anything other than perform at a middling level if that.  
3 Most of them continue to perform at rather low levels.

4 And that is certainly consistent with the  
5 experience I've had with schools that have not had those  
6 kind of substantive interventions.

7 Q And the experience you mentioned with schools not  
8 having substantive interventions, is that experience with  
9 the SPCSA or in your professional life prior to joining?

10 A In my professional life and based on the general  
11 body of research in the area of school restart and other  
12 turnaround mechanisms.

13 Q So both professional career before and during  
14 your career with the SPCSA?

15 A Most of this is during my professional career  
16 prior to, but certainly looking at the internal  
17 turnarounds that schools have attempted to implement  
18 during my tenure at the SPCSA, we've not seen massive  
19 changes.

20 Q I want to discuss the SPCSA in general a little  
21 bit. Can you tell me approximately how many employees the  
22 SPCSA has?

23 A I have nine people on staff right now. We  
24 currently have three vacant positions that we're hoping to

1 fill in the next two to three months. And then we also  
2 have a couple of positions we're hoping to be able to add  
3 in the next interim.

4 Q A couple. How many?

5 A That would be four additional FTEs, assuming that  
6 the budget closes as we hope by sine die.

7 Q How many schools does the SPCSA currently  
8 sponsor?

9 A The SPCSA currently sponsors 25 schools which  
10 operate 40-plus campuses across the state, 31,000 students  
11 in total.

12 Q What was the SPCSA operating budget for the past  
13 fiscal year?

14 A The total amount of legislatively approved  
15 dollars to the SPCSA was approximately \$6 million,  
16 \$1.5 million of that was operating dollars for staff. The  
17 remaining money was monies we directed to schools to  
18 support their academic efforts through federal funding.

19 Q So \$6 million went to you. 1.5 paid for staff  
20 and 4.5 was passed through to schools?

21 A Staff, buildings, et cetera. But yes.

22 MS. GRANIER: I'd like to lodge an objection  
23 based on relevance. You've reminded us to be mindful of  
24 the purpose of this hearing and the issues at hand.

1           And I'm not sure what the Charter School  
2 Authority's number of employees or budget has to do with  
3 whether or not we have triggered SB 509 and/or cured that.

4           ACTING CHAIR GUINASSO: Thank you, Ms. Granier.  
5           (Audio cutting out).

6           Thank you, Ms. Granier. Thank you, Ms. Granier.  
7           Mr. Ott?

8           MR. OTT: There's been the allegation that the  
9 SPCSA is required to provide cures to schools and to tell  
10 schools how to solve their problems.

11           The staffing and the budgetary limitations of the  
12 SPCSA are relevant to show that the Legislature did not  
13 set up the SPCSA to function as a large district like  
14 Clark County, which solves the problems for its schools.

15           It merely provides minimal services where the  
16 schools are empowered to be autonomous entities to solve  
17 their own problems. That's why it's relevant.

18           ACTING CHAIR GUINASSO: All right. We'll let you  
19 proceed with a short leash in this regard and try to wrap  
20 that piece up and we'll move forward.

21 BY MR. OTT:

22           Q I'll move straight into the oversight. So thank  
23 you. What sort of oversight does the SPCSA provide for  
24 the schools that it sponsors?

1           A     Thank you for the question. We provide academic  
2 oversight based -- Patrick Gavin, for the record. Sorry,  
3 I'm trained to do that legislatively.

4           So we provide academic oversight particularly in  
5 ensuring that schools are meeting their statutory  
6 obligations in terms of academic performance. We also  
7 provide financial oversight.

8           We do have a financial framework that we utilize  
9 to provide schools with feedback on where they are in  
10 terms of their finances, and then finally with regard to  
11 organization based on verified complaints or evidence that  
12 is brought to our attention. We do site schools for  
13 organizational issues as well.

14          Q     Does staff approve academic programs?

15          A     We do not.

16          Q     Who determines the academic programs of the  
17 schools?

18          A     The governing body of that school, most likely in  
19 consultation with their school leader.

20          Q     What is the process if a school wants to change  
21 its academic program?

22          A     For nonmaterial changes, which is to say going  
23 from one textbook to another, for example, that would  
24 strictly be a local control matter. If there were some

1 significant change -- for example, in the instructional  
2 model, moving, for example, from a Montessori school to a  
3 school where students sit in rows and get direct  
4 instruction -- that would be a material change and a  
5 material amendment to the school's charter that would  
6 require at least notification and discussion with the  
7 board of the Authority.

8 Q Forgive the obvious question, but are all SPCSA  
9 schools public schools?

10 A Yes.

11 Q And as public schools, do SPCSA schools have any  
12 ability to exclude students who wish to apply there?

13 A They do not. Actually, let me be very clear.  
14 There's a small subset of schools who have a  
15 mission-specific enrollment preference to serve high-need  
16 populations, most known as what is called is the at-risk  
17 provision of the enrollment section of the statutes.

18 Q Would these be schools that qualify for the  
19 alternative performance framework or other schools as  
20 well?

21 A It could potentially be other schools as well.  
22 So, for example, the statute would, for example, permit,  
23 based on these carve-outs, a single-sex school as well.

24 There may be some federal concerns there as well.

1 But the state law does provide for that. So there are a  
2 couple of different categories that schools are allowed to  
3 create a mission-specific preference for.

4 Q So absent those schools that are either in the  
5 alternative performance framework or have that  
6 mission-specific goal, is there any ability of a school to  
7 not accept a student who applies there?

8 A As long as there's space available in the given  
9 grade, there's absolutely not -- any (indiscernible) to  
10 that.

11 Q I'd like to discuss some of statutory obligations  
12 contained in NRS and raised by NCSA -- or they've been  
13 raised by NCA.

14 NRS 388A.171A, and I'll read it: "The SPCSA  
15 shall, in consultation with the department and each board  
16 of trustees of a school district and college or university  
17 within Nevada's System of Higher Education that sponsors a  
18 charter school, review all statutes and regulations from  
19 which charter schools are not exempt and determine whether  
20 such statutes and regulations assisted or impeded the  
21 charter schools in achieving their academic fiscal and  
22 organizational goals and objectives."

23 Can you explain briefly how the SPCSA fulfills  
24 that duty?

1           A     This is a new provision that was adopted in the  
2 last session, and we've implemented as follows. First, as  
3 part of regular meetings of the Nevada Association of  
4 School Superintendents and engaging with the state  
5 superintendent of public instruction during that, we did  
6 create, both for traditional public and for public charter  
7 schools there was a review of a broad range of statutes  
8 and regulations related to charter schools.

9           We also surveyed charter schools regarding areas  
10 of significant concern to identify those areas that were  
11 the highest priority for other statutory or legislative  
12 changes, recognizing that -- sorry, statutory regulatory  
13 changes, recognizing that especially on the statutory side  
14 it might not be possible to change everything at once.

15           So trying to identify the most, the biggest pain  
16 points for schools. The areas we focused on was notably  
17 related to funding.

18           So we worked -- I worked closely with Chair  
19 Woodbury of the Legislative Committee on Education during  
20 the interim on a number of areas related to funding, most  
21 notably working with her on a BDR, a Bill Draft Request,  
22 to be clear, to provide for charter schools have access to  
23 class size reduction funding in grades 1 and up for the  
24 first time.

1           Similarly, we advocated very, very strongly to  
2 provide for charter schools to receive more equitable  
3 access to federal funds.

4           Those were two critical areas. Additionally, an  
5 ongoing pain point for schools has been teacher licensure  
6 and providing schools with access to teachers coming from  
7 alternate routes to licensure. And that is something  
8 we're actually working on right now currently in statute  
9 to address.

10           ACTING CHAIR GUINASSO: May I interrupt for a  
11 second? I didn't catch the statute that you referenced.

12           MR. OTT: NRS 388A.171(1)(a).

13           ACTING CHAIR GUINASSO: Thank you.

14 BY MR. OTT:

15           Q    Is it the SPCSA's interpretation that this  
16 section obligates staff to tell schools how to correct  
17 their deficiencies?

18           A    It is not.

19           Q    Next section is NRS 38A.171(1)(c) [sic]. This  
20 obligates the Authority to make recommendations to the  
21 state board and the department concerning any changes to  
22 regulations that would assist charter schools in achieving  
23 their academic fiscal and organizational goals. Can you

24 --

1           A     The Authority works closely most of the  
2 regulations that were identified, impacted, that were  
3 those adopted by the Department of Ed.

4                     And we worked closely with the Department of Ed  
5 to draft clarifying language in a number of those areas to  
6 ensure that it was much clearer to schools what their  
7 obligations were and how they could comply with them, and  
8 also as much as possible to minimize some of the  
9 challenges that schools have communicated before with  
10 relation to regulatory issues.

11                    We conducted that work throughout the fall and  
12 spring of 2015 and 2016. The state superintendent  
13 ultimately did hold a workshop and hearings on those  
14 matters. And I believe the most recent hearing on it was  
15 just about a month ago.

16           Q     With regard to the last portion of that statute,  
17 which says achieving their academic fiscal and  
18 organizational goals, can you talk a little bit about how  
19 the SPCSA interprets that section?

20           A     Sure. So in regard to academic goals, we wanted  
21 to make it very clear how academic performance was going  
22 to be calculated, particularly for multisite schools.

23                    With relation to organizational performance, that  
24 was actually something we worked on more in statute and

1 that is something that's actually in AB 49 now.

2 With regard to financial performance, there  
3 are -- there's extensive clarification both in terms of  
4 what requirements apply to charter schools, most notably  
5 government accounting standards and also the provision of  
6 significantly greater support in areas like the selecting  
7 of independent auditors to ensure that schools have the  
8 professional guidance that they need to ensure they're  
9 doing what they need to do.

10 MR. PELTIER: Nora, I don't think you're on mute.  
11 If you would be so kind to check that. We're getting  
12 background noise from you.

13 MEMBER LUNA: (Phone interruption.)

14 MR. PELTIER: One moment. I'm going to try to  
15 call her.

16 (Discussion off the record.)

17 ACTING CHAIR GUINASSO: Please proceed, Mr. Ott.

18 BY MR. OTT:

19 Q Moving on to NRS 38A.199, subsection 3, [sic].  
20 This one says, "The State Public Charter School Authority  
21 shall periodically evaluate and make decisions concerning  
22 the number of persons employed by the State Public Charter  
23 School Authority and the qualifications and compensation  
24 of such persons based on guidance from the National

1 Association of Charter School Authorizers or its successor  
2 organization.

3 "An assessment of the strategic plan for  
4 recruiting operators of the charter schools prepared  
5 pursuant to NRS 38A.223 [sic] and the needs of the charter  
6 school sponsored by the State Public Charter School  
7 Authority."

8 Can you explain how the SPCSA fulfills that duty?

9 A Sure. The board has been actively engaged in the  
10 revisions to our strategic plan. The original strategic  
11 plan was adopted in 2012 or 2013 prior to my arrival.

12 It gave extensive revisions and consultation  
13 regarding that plan from about May of '15 onwards to about  
14 December of last year -- sorry, May of '16. My apologies,  
15 May of '16 through the end of last year.

16 And then with regard to the NACSA component, we  
17 engaged in an open procurement and received bids from a  
18 variety of vendors. Ultimately, due to pricing, NACSA was  
19 the entity that was selected to provide that analysis.

20 And we did indeed, as a result of that, adopt or  
21 recommend to the governor a variety of additional  
22 positions and some additional changes to how we are  
23 organized, et cetera.

24 Some of those recommendations were incorporated

1 with the governor's recommended budget and some were not.  
2 And additionally we also attempted to address some of  
3 those issues in statute as well. And some of those I  
4 believe are moving through and others are not.

5 Q The next one involves you personally. It's  
6 388A.196, subsection 4. It says:

7 "The executive director of the SPCSA shall ensure  
8 that the autonomy provided to charter schools in this  
9 state pursuant to state law and regulations is preserved."

10 Can you explain how you personally fulfill that  
11 duty?

12 A We -- I endeavor as much as possible to stay out  
13 of day-to-day operations of schools. And we have very,  
14 very limited interaction with schools on a day-to-day  
15 basis.

16 We do not select school leaders. We do not  
17 select teachers. We do not evaluate the implementation of  
18 instruction.

19 We do not -- we don't interfere with the  
20 day-to-day operations of schools. What we do is that we  
21 evaluate the outcomes versus the inputs. At the end of  
22 the day the governing bodies and school leaders are the  
23 individuals that have the autonomy to make the decisions  
24 about what is best for their students. We do not have

1 that authority.

2 Q How important do you view the concept of autonomy  
3 to charter schools?

4 A Without autonomy, a charter school is just a  
5 district school.

6 Q Is it your interpretation as executive director  
7 that this section obligates you to tell schools how to  
8 correct their deficiencies?

9 A I would actually say that this section forbids me  
10 to tell schools how to correct their deficiencies. I'm  
11 not supposed to be directing people's operations.

12 Q One other question: Do you have the power to  
13 approve deficiencies as an executive director -- to  
14 approve a deficiency cure? Apologies.

15 A I do not.

16 Q If a school were to propose a deficiency cure  
17 that you deemed satisfactory, what would happen in that  
18 scenario?

19 A I would need to make a recommendation to the  
20 board of the Authority, and they would ultimately make the  
21 determination as to whether that cure was satisfactory.

22 Q So you could propose a cure, but it still may not  
23 be acceptable to the Authority?

24 A That is correct.

1 Q Moving on to NRS 388.223(2)(f):

2 "Each sponsor of a charter school shall develop  
3 policies and practices consistent with state laws and  
4 regulations governing charter schools, which must include  
5 a description of how the sponsor will maintain oversight  
6 of the charter schools which it sponsors, which must  
7 include an assessment of the needs of the charter school  
8 that are sponsored by the sponsor that is prepared with  
9 the input of the governing bodies of such charter  
10 schools."

11 Can you explain how staff fulfills that duty?

12 A We have historically done that through our  
13 strategic plan and for schools that operate under a  
14 charter contract through the full performance framework.

15 Q Subsection (2) says:

16 "A strategic plan for the oversight and provision  
17 of technical support to charter schools that are sponsored  
18 by the sponsor in areas of academic, fiscal and  
19 organizational performance."

20 Can you explain how staff fulfills that duty?

21 A We have proposed particular supports for schools  
22 in the agency's strategic plan, most notably by leveraging  
23 their limited federal funds to be able to create a  
24 community of practice for schools to be able to work

1 together.

2 I would note that we have historically requested  
3 the Authority to, as the fiscal authority, to provide  
4 additional direct technical assistance to schools in areas  
5 such as governance, financial management and academics  
6 that would be strictly voluntary for schools to opt into,  
7 or to strategically reimburse schools for seeking out  
8 services to improve their performance.

9 All of those requests have been rejected by both  
10 the governor and the Legislature as being improper  
11 interference with the operation of schools.

12 Q Finally, section 388A.226(1)(b) says that:

13 "The sponsor of a charter school shall provide  
14 technical and other reasonable assistance to charter  
15 schools for the operation of a charter school."

16 Can you explain how staff fulfills that duty?

17 A We have a number of staff members where that is  
18 their primary, if not exclusive duty. For example, we  
19 employ individuals with expertise in special education,  
20 work on a consultive basis on schools providing technical  
21 assistance, oversight and where appropriate support where  
22 there are issues, for example, where parents have  
23 complaints. Given our role as a local education agency,  
24 this is an area where we do have some authority.

1           We work very, very hard, particularly in  
2 conjunction with the governor's office of finance in the  
3 Department of Education, to ensure that the schools that  
4 we sponsor remain in full compliance with federal law  
5 particularly when it comes to the use of federal funds.

6           Because we are a state agency and the schools are  
7 our sub-grantees, they're effectively treated as  
8 subsidiaries of the agency for that purpose.

9           Additionally, we have subsidized a variety of  
10 supports for schools, most notably the purchase of  
11 infinite campus and that subscription on an annual basis  
12 to provide schools with a mechanism for reporting data to  
13 the Department of Education and providing technical  
14 support in that area, including a subscription for an  
15 extensive library of training tools through Infinite  
16 Campus University.

17           (Interruption of audio).

18           MR. PELTIER: Director Gavin...

19           THE WITNESS: We provide as a support to schools  
20 in providing multiple measures to the Authority we  
21 purchased for every school a full gamut of ACTS buyer  
22 assessments both for those schools that are currently  
23 under the Academic Performance Framework and also  
24 particularly in times of assessment transition, that

1 there's a single stable metric that all schools know that  
2 they can look at to provide additional information to the  
3 Authority about their performance. So those are a couple  
4 of things.

5 (Discussion off the record.)

6 ACTING CHAIR GUINASSO: Okay. Perfect. We will  
7 proceed and just pray that the voices aren't ghosts or  
8 other things.

9 Go ahead and proceed, Mr. Ott.

10 BY MR. OTT:

11 Q With regard to the list of statutes that I just  
12 listed off to you, is the SPCSA's interpretation that any  
13 of these sections obligate the SPCSA to tell schools how  
14 to correct their deficiencies?

15 A It is not.

16 Q I want to talk a little bit about written  
17 charters and charter contracts. Can you explain the  
18 difference between a written charter and a charter  
19 contract?

20 A Certainly. A written charter is the legal  
21 construct under which charter schools operated prior to  
22 the adoption of Assembly Bill 205 during the 2013  
23 legislative session. A written charter is composed of a  
24 written agreement that is executed between the sponsor and

1 the school and then the entirety of documents that were  
2 submitted by the school in relation to its charter  
3 application and subsequent amendments.

4 The charter contract is a new construct that was  
5 created effective with the passage of Assembly Bill 205 in  
6 2013.

7 And it provides for essentially a performance  
8 agreement which incorporates within it a statutorily  
9 mandated performance framework, which includes both  
10 academic, organizational and financial accountability  
11 provisions that have to be adopted by the sponsor.

12 Q When do schools transition from written charters  
13 to charter contracts?

14 A There are two ways that can occur. No, really  
15 three. The first is at the time prior to the expiration  
16 of a written charter, a school may apply to transition to  
17 a new six-year charter contract. That's what we  
18 colloquially term a renewal.

19 Secondly, there is the provision for a school to  
20 ask to transition early to apply for a charter contract.  
21 We historically have not seen many schools do that.

22 And finally there's the provision within the  
23 statute that was adopted in 2015 through Senate Bill 509  
24 that provides that a sponsor may require a school to

1 transition to a charter contract as a condition of  
2 awarding an amendment to a charter.

3 And it has been the practice of the board, of the  
4 Authority, since July of 2015, to have that be a  
5 requirement for all member requests.

6 Q The charter agreement held by NCA is Exhibit 5,  
7 staff Exhibit 7, I'm sorry. Can you explain if this is a  
8 written charter or charter contract?

9 A The document is a written charter.

10 Q You've heard some testimony and seen some  
11 allegations regarding the SPCSA performance framework.  
12 Are you familiar with that?

13 A I am familiar with it. It was adopted in June of  
14 2013 by the Authority pursuant to its authority under  
15 Assembly Bill 205.

16 Q Is it incorporated into NCA's written charter?

17 A It is not.

18 Q Why not?

19 A NCA operates under a written charter. While  
20 we've historically provided schools with information  
21 regarding how they perform under that framework so that  
22 they will have a sense of where they are particularly as  
23 they lead up to renewal when we've had updated data. It  
24 does -- as a matter of law, it does not apply to schools

1 that are under a written charter.

2 Q Is it an obligation that it be incorporated into  
3 charter contract?

4 A It's an explicit requirement of the statute that  
5 the written charter be incorporated into the charter  
6 contract.

7 Q Does the SPCSA have a form charter contract  
8 publicly available?

9 A Yes.

10 Q Where is it located?

11 A It's been posted on our website since 2013 and  
12 has only seen minor revisions, most notably some changes  
13 related to, statutory change regarding gender-identity  
14 discrimination that was incorporated in as a result of  
15 recent statutory changes.

16 Q Moving on to notices of closure generally. When  
17 the SPCSA issues a notice pursuant to NRS 38A.330 [sic], a  
18 school may have failed to meet one of the standards  
19 articulated in that section, does staff of the SPCSA  
20 generate proposed corrections to the deficiency for the  
21 school?

22 A We do not.

23 Q What role does staff have in the generation of  
24 corrections to the deficiency?

1           A     We do not generate corrections.

2           Q     Does staff generally provide feedback on what its  
3 recommendation would be on school's proposed corrections?

4           A     We have certainly done so in the past when  
5 schools have come forward with proposed cures.

6           Q     With regard to the NCA September 30, 2016,  
7 notice, during the period indicated on the notice from  
8 September 30 to December 2, 2016, did you receive any  
9 requests from NCA to give you recommendations regarding  
10 proposed cures?

11          A     I did.

12          Q     What was that?

13          A     I believe we were asked to -- we spoke with them  
14 on the phone at least three times, to my recollection,  
15 regarding prospective cures.

16          Q     This is with regard to the September 30, 2016  
17 notice?

18          A     My apologies. I believe we received a very  
19 late-in-the-day notice approximately two days prior to the  
20 final due date for documents. I was out of state at the  
21 time. And as -- what I recall concerned me the most was  
22 there was no mechanism by which the school could actually  
23 adopt a cure because there was no meeting scheduled for  
24 that school's governing body when they could have actually

1 taken action prior to the due date.

2 Q NCA makes reference in some of its pleadings to a  
3 November '14 cure proposal. Do you know what they're  
4 referring to there?

5 A I must confess I don't recall that exact one.  
6 There have been a lot of cure proposals.

7 Q Well, at any time did you receive a litigation  
8 settlement marked confidential pursuant to NRS 48.105 from  
9 NCA during that period?

10 A Yes, we did receive such a offer of litigation  
11 settlement.

12 Q Did you consider that a cure proposal at the time  
13 you received it?

14 A I did not.

15 Q Did you --

16 A We had been -- the school had filed litigation  
17 against us in August and then followed up with additional  
18 litigation about a month later. And there was ongoing  
19 court activity at that point in time. So I viewed it as  
20 an attempt to settle those legal disputes.

21 Q So with regard to -- putting that aside, let's  
22 talk about the other item that you mentioned, which was a  
23 request to discuss. How far into the time to cure the  
24 deficiencies was this request received?

1           A     You're speaking again of the request following  
2 the first notice of potential closure?

3           Q     Correct. Still with regard to the September 30  
4 notice, and I'm not talking about the NRS 48.105  
5 settlement proposal, but a request that you indicated  
6 previously you may have been out of town.

7           A     It was very late November. It was  
8 approximately -- I believe it was less than two full days  
9 prior to the due date for the cure, for the proposed cure  
10 to be uploaded into EpiCenter.

11          Q     Do you know if anything else happened immediately  
12 prior to that request from NCA?

13          A     Not that I recall.

14          Q     Do you know if there was a court hearing  
15 regarding that motion for preliminary injunction --

16               MS. GRANIER: Objection; leading.

17               ACTING CHAIR GUINASSO: Hold on just a second.  
18 There's been an objection. What was the question again?

19               MR. OTT: Did he recall if there was a court  
20 hearing on that day?

21               THE WITNESS: I believe I actually --

22               ACTING CHAIR GUINASSO: Wait. And your  
23 objection --

24               MS. GRANIER: And it's a leading question. The

1 prior question was, do you remember anything that  
2 happened. When he answered "No," then counsel is telling  
3 him what happened. It's clearly a leading question on  
4 direct examination. It's improper.

5 ACTING CHAIR GUINASSO: I'll allow a little bit  
6 of leeway in that regard. But try to ask questions that  
7 aren't quite as leading. Thank you.

8 THE WITNESS: To be clear, I thought you were  
9 speaking about other things besides the litigation matter  
10 that we had just discussed.

11 BY MR. OTT:

12 Q So moving on from that, let's talk about the  
13 February 10, 2017 notice. During the period indicated on  
14 that notice, from February 10, 2017 through March 24,  
15 2017, did you receive any requests from NCA to give your  
16 recommendations regarding cure proposals?

17 A We did receive -- I believe we had about three  
18 different, separate phone conversations regarding -- at  
19 least three that come to mind for me -- regarding  
20 potential cures.

21 Q Did you discuss what staff recommendations would  
22 be regarding the cures proposed by NCA?

23 A When schools, when the school proposed a  
24 particular cure, we would certainly express what potential

1 concerns we would have with the appropriateness or  
2 applicability of that cure.

3 Q When you are providing your recommendation, what  
4 do you take into account when you are formulating that  
5 recommendation?

6 A So, I think one thing to be very clear about is  
7 we were subject to ongoing litigation in that area.

8 And I felt it was important to be conservative  
9 with regard to what information, what was stated from my  
10 side, because it had been my experience that discussion --  
11 that information from such discussions was being used in  
12 various kinds of filings related to the Authority. So  
13 there's that.

14 Generally speaking, the approach that I have  
15 taken is communicating what potential legal pitfalls or  
16 whether or not the cure is potentially permissible. And  
17 emphasizing, I think, is always the importance that we  
18 focus on outcomes versus inputs.

19 Q Do you consider whether the cure would be  
20 effective to turn the school around?

21 MS. GRANIER: Again, it's leading.

22 ACTING CHAIR GUINASSO: I'm going to allow the  
23 question. Go ahead and ask.

24 THE WITNESS: I do, yes.

1 BY MR. OTT:

2 Q Do you consider whether the cure would be  
3 acceptable to the board?

4 A I absolutely do.

5 Q During those March telephone conferences, did you  
6 propose any cures of your own?

7 A No.

8 Q Why not?

9 A As I believe I stated earlier, we were in --  
10 there's a litigation that is technically, I guess, still  
11 ongoing. So that was certainly an area of concern. And  
12 more broadly is as I think we've discussed previously,  
13 it's not the role of the Authority staff to prescribe  
14 cures to a school.

15 Q So with regard to NCA's proposed corrections to  
16 the September 30 notice, did the SPCSA receive a summary  
17 of the corrective actions proposed by NCA?

18 A We did receive a summary of the corrective  
19 actions, yes.

20 Q And what about a response to the February 10,  
21 2017 notice?

22 A As part of the -- as the February -- sorry -- as  
23 part of that, basically everything we received was  
24 essentially during those telephone calls, there were a

1 variety of conceptual cures that were proposed. And then  
2 there was some final -- and in the school's final filings  
3 to the board they did outline a list of potential cures  
4 that might be sufficient in their view.

5 Q I'd like to go through some of the things that  
6 were included in those September 30 and February 10  
7 letters that have been introduced as NCA's A and B.

8 First, I'd like to talk about graduation rate.  
9 NCA's requests that the SPCSA use a different graduation  
10 rate for its NRS 38A.330 analysis. Does the SPCSA  
11 calculate that graduation rate?

12 A We do not. We have no authority to calculate a  
13 graduation rate.

14 Q When you say "no authority," what do you mean?

15 A There's no statutory authority for the State  
16 Public Charter School Authority to calculate a graduation  
17 rate or for any other local education agency to calculate  
18 a graduation rate. That authority is reserved for the  
19 Department of Education.

20 Q What does the SPCSA use as a graduation rate?

21 A We use the four-year adjusted cohort graduation  
22 rate that's calculated by the Department of Education  
23 pursuant to state and federal law and to the agency's  
24 approved Elementary and Secondary Education Act

1 application with the federal government.

2 Q Do you know how long the SPCSA has used that  
3 graduation rate?

4 A I believe the adjusted cohort graduation rate was  
5 adopted in either 2011 or 2012. In either case it  
6 predates my position at the Authority.

7 Q Do you know what was used before then?

8 A Historically, there were a variety of  
9 self-reported graduation rates that in some cases allowed  
10 school districts and charter schools to exclude certain  
11 students from the calculation.

12 The National Governors Association a number of  
13 years ago adopted a policy platform by which the vast  
14 majority of states moved to a single coherent national  
15 standard for graduation calculation called the Adjusted  
16 Cohort Graduation Rate to ensure that we were comparing  
17 apples to apples not just across districts but in between  
18 states as well.

19 Q We talked previously about some of your ability  
20 to request regulatory or statutory changes. Have you ever  
21 considered requesting a statutory change to allow you to  
22 calculate a different graduation rate?

23 A We have not.

24 Q Is it something you might consider in the future?

1           A     I would note, so that in previous testimony  
2 before legislative bodies, I have actually advocated for  
3 the calculation of graduation rates even beyond the fifth  
4 year. Those were not acted upon.

5           Q     When you say "calculation of graduation rates  
6 beyond the fifth year," you had just talked about the  
7 adjusted cohort four-year graduation rate. Is there also  
8 a fifth-year graduation rate?

9           A     There is a fifth-year graduation rate that is  
10 reported by the department, yes.

11          Q     Do you know what the NCA's fifth-year graduation  
12 rate is?

13          A     The most recent graduation rate that was  
14 calculated for the fifth-year was approximately three  
15 points higher, if I recall correctly between the -- so  
16 that would be the '13-'14 graduation rate for that cohort.

17          Q     And does the Department of Education publish its  
18 graduation rates on a website?

19          A     Yes, the fifth-year graduation rate as well as  
20 fourth-year graduation rate, both of which are cohort  
21 calculations, are published on Nevada Report Card.

22          Q     Has the SPCSA received complaints from schools  
23 about the department's graduation rate?

24          A     I think it's fair to say that Nevada Connections

1 has reported that it does not agree with that particular  
2 calculation, but the Authority does not have any role in  
3 determining what that grad rate is to the degree that a  
4 school wishes to dispute the four-year adjusted cohort  
5 graduation rate or the fifth-year grad rate calculation.  
6 That is a matter they would have to take up with the  
7 Department of Education as the body which makes those  
8 determinations.

9 Q Do you recall when you first heard a complaint  
10 regarding the graduation rate from the school?

11 A I can't specify a specific date, no.

12 Q You already testified that the SPCSA doesn't have  
13 input into the graduation rate. Does it in any way verify  
14 or confirm the calculation?

15 A The role of the Authority is strictly to  
16 facilitate the uploading of data into the Bighorn Database  
17 between schools and the department. We do not perform any  
18 analysis or make any modifications to the data.

19 We simply take one spreadsheet that is for a  
20 single school and then combine that into a single  
21 spreadsheet for the entirety of the charter school sector  
22 or the entirety of the state charter school portfolio.

23 Q Also included in NCA's December 2, 2016 and  
24 February 10, 2017 letters is a reference to a graduation

1 rate improvement plan dated May 16, 2016. That plan is  
2 now more than a year old. Have you had a chance to review  
3 it?

4 A I have.

5 Q In your opinion as executive director, is the  
6 May 16th plan sufficient to correct the deficiencies as  
7 noted?

8 A As I think we've discussed previously, it's not  
9 the role of the Authority to approve academic programs.  
10 The primary concern that I had initially and have always  
11 had with the improvement plan was the provision of clear,  
12 measurable targets based on the Adjusted Cohort Graduation  
13 Rate and ensuring that there was no ambiguity regarding  
14 what the school was accountable for.

15 I would also note that while -- what's really  
16 critical to think about in terms of program is that the  
17 program is usually not the question. There are programs  
18 that are implemented in charter schools and district  
19 schools across this state that perform -- that result in  
20 very high performance at some schools and poor performance  
21 at other schools that have very similar demographics.

22 The critical question seems to be not what is  
23 done necessarily in terms of the program, but by whom it  
24 is done and with what degree of fidelity with regard to

1 execution. And that really gets to the heart of school  
2 operations in terms of who does what and how frequently  
3 they do so. That is far, far outside the scope of the  
4 rule of the Authority.

5 Q Did NCA propose any interim benchmarks along with  
6 its graduation rate improvement plan?

7 A It did. It was sort of a stepped-up series of  
8 targets between the 2015-'16 cohorts all the way up to  
9 2018 or 2019.

10 Q Do you remember what the benchmark was for 2016?

11 A It was 45 percent.

12 Q Did they meet that benchmark?

13 A They did not.

14 Q Were either the notices of the deficiencies the  
15 first time that NCA was asked to improve its graduation  
16 rate?

17 A No.

18 Q When was it previously requested to improve its  
19 graduation rate?

20 A The school was requested to improve its  
21 graduation rate as a condition of renewal in 2013 when its  
22 initial written charter expired and it applied for a new  
23 written charter prior to the adoption of Assembly Bill 205  
24 in the 2013 session.

1 Q Do you know if a plan was submitted to the SPCSA?

2 A I do not.

3 Q Would that have been before your time with the  
4 agency?

5 A It would, yes.

6 Q Are you aware of any goals contained in that  
7 plan?

8 A I have subsequently, as a result of the filings  
9 in this case, seen a copy of that plan, so I am familiar  
10 with some goals that were outlined in that plan, yes.

11 Q Do you know if there were any graduation rate  
12 goals?

13 A There was a goal, I believe, of getting the  
14 school to 100 percent graduation rate.

15 ACTING CHAIR GUINASSO: Excuse me, Mr. Ott.  
16 You're talking about a document from 2013. I just want --  
17 is that in our evidence?

18 MR. OTT: It's not. It's -- go ahead.

19 MS. GRANIER: It was a document I proposed to put  
20 into evidence, and Mr. Ott refused to allow it. He  
21 objected to it being admitted.

22 ACTING CHAIR GUINASSO: And this is a previous  
23 plan, a 2013 plan?

24 MR. OTT: The 2013 graduation rate improvement

1 plan, correct.

2 MS. GRANIER: And based on the fact that he's now  
3 opened the door and is asking questions about that plan,  
4 and we have it available as an exhibit, I would ask that  
5 it be admitted as the best available evidence so I can  
6 conduct effective cross-examination using that plan.

7 ACTING CHAIR GUINASSO: I think that's a fair  
8 request since we're now talking about a prior plan. So do  
9 you recall what we marked that as?

10 MS. GRANIER: It's behind tab 4. I don't believe  
11 we marked it.

12 MR. OTT: Correct, it was tab 4 for prehearing  
13 briefing disclosure Z.

14 ACTING CHAIR GUINASSO: Bear with me. I'm just  
15 trying to find that binder. What exhibit was it labeled  
16 as?

17 MS. GRANIER: Tab 4, and it was prehearing brief  
18 exhibit 3 -- or Z, but it wasn't marked at all.

19 ACTING CHAIR GUINASSO: Exhibit Z, okay. It says  
20 on the top of it, it says, NCA 2013-2014 School  
21 Improvement Plan.

22 Mr. Ott, is that the one that you're questioning  
23 Mr. Gavin on?

24 MR. OTT: Correct.

1           ACTING CHAIR GUINASSO: So our last document, I  
2 believe, was marked at Y, so we'll call this exhibit --  
3 we'll mark it as Exhibit Z. I'd just make a motion to  
4 accept this document as Exhibit Z.

5           MEMBER JOHNSON: Member Johnson, second.

6           ACTING CHAIR GUINASSO: Member Johnson seconds.

7 All in favor?

8 ALL: Aye.

9           ACTING CHAIR GUINASSO: Any opposed?

10 (No audible response.)

11           ACTING CHAIR GUINASSO: The document has been now  
12 entered as Exhibit Z.

13                       (Motion to admit Exhibit No. Z made,  
14                       seconded, and unanimously carried.)

15           ACTING CHAIR GUINASSO: Please proceed.

16 BY MR. OTT:

17           Q If you could take a look at Exhibit 4 in that  
18 binder marked Exhibit Z. If you could go to page R0174.

19           A Yes, I can see it.

20           Q Did you see the line there that says Overall  
21 Graduation Rate?

22           A I do, yes.

23           Q And what is the graduation rate for NCA?

24           A In the notes, the graduation rate for NCA is

1 36.1 percent.

2 Q Is that consistent with the ACGR that's  
3 calculated by the Department of Education?

4 A That is indeed consistent with the Adjusted  
5 Cohort Graduation Rate.

6 ACTING CHAIR GUINASSO: Let me interrupt. What  
7 page are you guys on?

8 MR. OTT: R0174.

9 ACTING CHAIR GUINASSO: Thank you.

10 BY MR. OTT:

11 Q I don't have any more documents about that  
12 document, but Ms. Granier may shortly. So, moving on to  
13 the reimbursement penalty, which was discussed in  
14 Connections' proposed cure. Contained in the March 24,  
15 2017, but not the December 10 letter, is NCA's proposal of  
16 a reimbursement penalty.

17 Have you had a chance to review that?

18 A I did.

19 Q In your opinion as executive director is the  
20 reimbursement penalty sufficient to correct the  
21 deficiencies as noted in the February 10, 2017 letter?

22 A It is not.

23 Q Why not?

24 A It does not address the underlying issue of

1 ensuring that the school gets more than 60 percent of its  
2 students and hopefully well more than 60 percent of its  
3 students to graduate within four years.

4 Q So what would that penalty do?

5 A What that penalty would effectively do would be  
6 to take money out of the school that the school could  
7 hopefully use to provide for more intensive interventions  
8 and supports for the young people who the school states  
9 enter the school credit deficient or otherwise disengaged  
10 from school. So the penalty would actually hurt children.

11 Q By reducing the number of DSA dollars that would  
12 go to the school?

13 A That is correct.

14 Q While we're discussing DSA dollars, let me direct  
15 your attention to Exhibit 12 of the SPCSA's staff's  
16 prehearing statement.

17 A I'm looking at it. The binder here got a little  
18 messed up, but, yes, I can see it.

19 Q Are you familiar with those documents?

20 A Yes, these are reports from the DAWN System,  
21 which is the statewide accounting system for all Nevada  
22 state agencies operated by the office of the state  
23 controller. And this demonstrates the payments that were  
24 paid out from the distributive school account to the

1 Nevada Connections Academy charter in 2011, 2012, 2013,  
2 2014, 2015, 2016 -- and to be clear, these are fiscal  
3 years -- and then the payments, as of the time this report  
4 was generated, for fiscal year 2017.

5 I would note that the number here is current only  
6 through February which would mean that this school is due  
7 a number of additional payments based on the total  
8 payments that were calculated as likely due to the Nevada  
9 Connections Academy. The full amount calculated by the  
10 Department of Education to the best of my recollection was  
11 \$22,265,000.

12 MS. GRANIER: Objection. I'm going to object  
13 based on relevance and prejudice. First of all, these  
14 numbers are not for just the NCA high school. They're for  
15 the K through 12 school.

16 And second of all, you've reminded us several  
17 times this hearing is solely about whether our graduation  
18 rate is acceptable under Nevada statute, whether we have  
19 cured and whether that's been effective.

20 But third, it is misleading because these numbers  
21 are not disaggregated to show how much of this money was  
22 spent on the K through 8 school which is not at issue,  
23 which Director Gavin has said he has no issue with, versus  
24 the high school.

1           ACTING CHAIR GUINASSO: Mr. Ott.

2           MR. OTT: The school operates under one charter.  
3 There's no ability for the SPCSA to take action against  
4 portions of a school which is under one charter. So just  
5 as the money is not disaggregated, the charter is not  
6 disaggregated.

7           It's one school which is a high school under  
8 Nevada law, so the amount of money that it gets is  
9 relevant in that they have repeatedly said that it's the  
10 SPCSA's obligation to propose cures.

11           So if you look at the financial commitments that  
12 the state makes to the school and then also to the  
13 Authority, it's clear that the school's in a much better  
14 position to be able to charter its own autonomous course  
15 and propose cures than the Authority is.

16           ACTING CHAIR GUINASSO: To understand your  
17 position, what you're saying is that the money that's been  
18 expended by the state are the resources that are available  
19 to the school to address its educational programming so  
20 that it can meet the statutory requirements for remaining  
21 a charter; is that right?

22           MR. OTT: Correct. I think it's also relevant,  
23 as we've heard public testimony, saying if a school can  
24 help one child, that that school should be allowed to

1 remain open, that the cost of the school is relevant to  
2 the decision that the Authority may ultimately make.

3 ACTING CHAIR GUINASSO: We actually have admitted  
4 this exhibit. Ms. Granier, I suppose your objections  
5 might be good for argument regarding admitting this  
6 exhibit. So it's part of this record now.

7 The questioning related thereto I think is  
8 appropriate, as was stated by Mr. Ott, for purposes of  
9 talking about who is responsible for cure and who has the  
10 resources to address cure and that sort of thing, I think.

11 MS. GRANIER: Well, the SPCSA certainly is in  
12 possession of how many students are in each grade at NCA.

13 So the SPCSA certainly had the ability to  
14 identify how much of these funds are attributable to NCA's  
15 grades 9 through 12 versus K through 8. They had the  
16 ability to provide that evidence and did not do so.

17 MR. PELTIER: Ms. Granier, the court reporter is  
18 having trouble keeping up with you. Could you please  
19 repeat that?

20 MS. GRANIER: Yes. That it is within the  
21 Authority's ability. They have the data and the  
22 information to identify how many students are served by  
23 Connections Academy in each grade, and then they could  
24 have calculated and provided everyone the evidence of how

1 much of this money is attributable to NCA's high school  
2 students.

3           They did not do that. And the form in which it  
4 is presented, for 32 -- over 3200 students throughout the  
5 K through 12 school, it is misleading and prejudicial to  
6 consider it the way it's being offered.

7           ACTING CHAIR GUINASSO: Mr. Ott.

8           MR. OTT: Certainly counsel can address with her  
9 own witnesses, or through Director Gavin if she wants to,  
10 the breakdown of students in the particular school and why  
11 she feels that the numbers are more appropriate or should  
12 be smaller.

13           But this is certainly relevant to publicly to  
14 post the DSA dollars that go to the school.

15           ACTING CHAIR GUINASSO: We'll allow that line of  
16 questioning. I think you get to choose what arguments you  
17 get to make and which arguments you don't get to make  
18 based on the evidence. And you get to ask the witness  
19 about this particular exhibit.

20           Ms. Granier, you'll certainly be able to  
21 cross-examine and provide more clarity with regard to how  
22 this breaks down and make your arguments in that regard.  
23 I think everybody gets what they want in that regard.  
24 Thank you.

1 MR. OTT: And I was just going to ask the board  
2 take judicial notice of Exhibit 12, since it's publicly  
3 available. My notes had it was not marked, but if it has  
4 been, that's fine, too.

5 ACTING CHAIR GUINASSO: We have it marked as  
6 Exhibit 12 pending authentication. So we'll go ahead and  
7 take judicial notice of it because it's a document that is  
8 prepared by a government entity and considered  
9 appropriately authenticated.

10 MR. OTT: Thank you.

11 ACTING CHAIR GUINASSO: I assume you can go ahead  
12 and proceed with your questions.

13 BY MR. OTT:

14 Q Can you, Director Gavin, direct your attention to  
15 Exhibit 13.

16 A I have it in front of me.

17 Q Can you explain what that document is?

18 A This document shows for, from fiscal years 2011  
19 to 2013, the increase in Distributive School Accounts  
20 money that were paid to Nevada Connections Academy.

21 So each of these dollar amounts associated with  
22 the bar matches the total amount of dollars that was paid  
23 out to the school each year, each of the DAWN download  
24 files.

1 Q And Chair Johnson previously indicated that there  
2 may be a typo on this document, in that the year 2013 is  
3 listed twice.

4 A So I would observe that in 2014 the total amount  
5 was 13 million 068.327; and if you'll give me a moment  
6 I'll pull up the 2015 DAWN download.

7 The 2015 DAWN download data, which is this piece  
8 of paper right here -- so at the top of it, this is the  
9 page that is marked, that is numbered P138.

10 The total obligations that were paid out by the  
11 controller's office were \$17,778,000 -- sorry -- \$778,053.

12 That matches exactly the number that is in the  
13 column that is second from the right, which is erroneously  
14 marked 2013. It should have been -- 2013 should have been  
15 marked 2015.

16 ACTING CHAIR GUINASSO: Mr. Ott, did you ask who  
17 created this document to him?

18 MR. OTT: I did not.

19 ACTING CHAIR GUINASSO: Okay. That's probably an  
20 important authentication question.

21 BY MR. OTT:

22 Q Do you know who created this document?

23 A This document is an automatic report that is  
24 generated from -- at the object transaction level of

1 detail from the DAWN System operated by the Office of  
2 State Controller.

3 So this is a direct report generated from DAWN.  
4 And I believe it was generated by Mr. Ott's office.

5 ACTING CHAIR GUINASSO: Are we still talking  
6 about Exhibit 13?

7 THE WITNESS: My apologies. That was the DAWN  
8 data, and this chart was created by Mr. Ott's team, as I  
9 understand it.

10 ACTING CHAIR GUINASSO: And for demonstrative  
11 purposes related to the other exhibit that's been already  
12 been admitted?

13 MR. OTT: Correct.

14 MS. GRANIER: We don't have a witness from  
15 Mr. Ott's team, so you're basing it on the fact that  
16 someone showed it as demonstrative evidence. I want to be  
17 sure.

18 ACTING CHAIR GUINASSO: Yes. That's what I was  
19 just clarifying; it's demonstrative evidence of the prior  
20 exhibit that -- I think it's Exhibit 12. So it's  
21 summarizing what they believe is important about  
22 Exhibit 12.

23 MS. GRANIER: Thank you.

24 MR. OTT: Correct, Your Honor. I move admission

1 of Exhibit 13 based on that.

2 ACTING CHAIR GUINASSO: Okay. We take notice of  
3 this. The document's been appropriately authenticated and  
4 will remain admitted.

5 BY MR. OTT:

6 Q Moving back to the reimbursement penalty. Has  
7 the SPCSA performed any analysis to determine what sort of  
8 reimbursement penalty the proposal would amount to?

9 A I think it's very difficult to know without  
10 knowing how many kids are actually going to get caught up.

11 What is very clear is that means there would be a  
12 diminution of the dollars that goes to support those kids.

13 As a charter school, the full amount of dollars,  
14 the school has significant discretion about how it directs  
15 those.

16 So it's possible, for example, that they're  
17 directing more dollars towards the high school. But any  
18 way you slice it, these are dollars that are coming out of  
19 the school's accounts that could be benefitting children.

20 Q Does the reimbursement penalty, as you understand  
21 it proposed by NCA, increase the likelihood that students  
22 will graduate?

23 A I don't believe it does, because it takes dollars  
24 out of the classroom and away from children.

1 Q Moving on to reconstitution. An item contained  
2 in both the September 30, 2016 and March 24, '17 letters  
3 is the reconstitution of NCA's board.

4 Have you had a chance to review these proposals?

5 A Yes, I have.

6 Q And I note that they're, I believe, Exhibit 1 and  
7 Exhibit 2 in NCA -- sorry, Exhibits A and B in NCA's  
8 binder.

9 Is there any difference between the two proposals  
10 that you're aware of?

11 A Mr. Ott, I just want to be clear here because the  
12 binder I'm looking at has all numbers. So I want to make  
13 sure I'm looking at the right document when I'm referring  
14 to it.

15 Q Correct. You're in tab 1 and tab 2. Find the  
16 reconstitution page for you. Page R003, paragraph 4,  
17 talks about reconstitution. As well as R0013 of paragraph  
18 4 as well.

19 A The most significant difference is that the  
20 document in tab 1 specifically states that the school will  
21 replace a board member every six months; whereas, the  
22 document in tab 2 says the board -- the school commits to  
23 replacing one board member annually or potentially as  
24 quickly as every six months.

1           So that one would give the school significantly  
2 more flexibility in terms of when it replaces members of  
3 its governing body.

4           Q     And just to be clear, the one-year timeframe is  
5 contained in the March 24, 2017 letter, correct?

6           A     That is correct.

7           Q     Let's discuss the more aggressive approach first,  
8 the September 30, 2016 letter with replacement every six  
9 months, complete reconstitution by June 30, 2019.

10           In your opinion as executive director, is that  
11 reconstitution plan sufficient to correct the  
12 deficiencies?

13           A     It is entirely inadequate.

14           Q     Why is it insufficient?

15           A     Reconstitution, that is to say, a restart of the  
16 school's governing body only works if it is a wholesale  
17 change.

18           The same individuals who have perpetuated the  
19 woeful underperformance of this school should not be in a  
20 position to choose their successors.

21           Q     What about the March 24, 2017 proposal of a new  
22 board member once a year?

23           A     That is even less adequate, because it simply  
24 prolongs the period of time when the individuals who have

1 failed to oversee the school and ensure its success remain  
2 in power.

3 Q Sorry. Repeat that.

4 A Remain in power.

5 Q In your time as executive director of the SPCSA,  
6 have you had cause to recommend approval of a school plan  
7 involving reconstitution of a board?

8 A I have.

9 Q What made that proposal different from this one?

10 A In that proposal, the board agreed to step aside  
11 and allow the reconstitution to occur almost immediately  
12 in the event that a qualified governing body could not be  
13 found in time.

14 There was a provision for a very short-term  
15 receivership with the sole purpose of recruiting a new  
16 governing body, and ensuring that the financial and  
17 organizational store was minded in the absence of a full  
18 board.

19 Q Was there any provision about what would happen  
20 if reconstitution was unsuccessful in that plan?

21 A In the event that reconstitution is unsuccessful,  
22 the school would close.

23 That is also consistent with the statute which  
24 says that a school's governing body can only be

1 reconstituted once.

2 Q Is there evidence supporting reconstitution of a  
3 governing body as an effective means to significantly  
4 increase graduation rates?

5 A Yes, there's a growing body of evidence that  
6 charter school restart, primarily through the replacement  
7 of the governance and the new governing body choosing if  
8 it wishes to select new management or reshuffle folks as  
9 it feels appropriate, is a very strong, and frankly one of  
10 the most evidence-based forms of turnaround, one of the  
11 few areas, for example, in the school improvement research  
12 where we see any material difference or sustained material  
13 difference in pupil outcomes.

14 The precedence for this includes a number of math  
15 charter school restarts in the Philadelphia area. The  
16 restart of Harlem Prep in New York City comes to mind.

17 And then also Trenton, New Jersey is another one.  
18 There's a fair body of data.

19 Q What do the national results show as essential  
20 elements of reconstitution plans?

21 A The wholesale replacement of the governance  
22 followed or in parallel with the replacement of  
23 management, or the reorganization of management.

24 It could just be the right people are just in the

1 wrong places on the bus or that the governing body has  
2 chosen to direct the school's resources and activities in  
3 unproductive directions.

4 Q Are those elements present in either of the  
5 reconstitution plans presented by NCA?

6 A They are not.

7 Q Has the SPCSA adopted any regulations regarding  
8 the reconstitution at this time?

9 A We have not.

10 Q Moving on to the academic interventions that are  
11 contained in the deficiency correction letters.

12 NCA discusses the progress of academic  
13 intervention in both the December 2 and March 24th  
14 letters.

15 Have you had a chance to review those progress  
16 reports?

17 A I have.

18 Q Are the academic interventions as stated therein  
19 sufficient to correct the deficiencies?

20 A These are interim programmatic assessments. It  
21 is impossible to know how predictive they are, of whether  
22 a student will pass the end of course, the HSPE, or will  
23 graduate on time or even within a fifth-year.

24 Q Is the progress or the promise of any or all of

1 these academic interventions listed in the March 24, 2017  
2 or the December 2, 2016 letters sufficient to correct the  
3 deficiencies, in your opinion?

4 A The information that is provided here is  
5 insufficient for one to make such a determination.

6 Q How many charters does NCA have with the SPCSA?

7 A One.

8 Q What grades are covered by that charter school?

9 A K through 12.

10 Q Does the SPCSA consider NCA a high school?

11 A We consider it a high school because it serves  
12 students from grades nine through 12.

13 Q Does the SPCSA also consider it a middle school?

14 A Yes.

15 Q Has the Authority ever suggested that the school  
16 consider bifurcating its charter as alleged in the  
17 December 2 and March 27 letters?

18 A I'm not aware I've ever suggested such a thing,  
19 no. I can't speak to what other parties may have said.

20 Q Do you know what those references are to, the  
21 references to bifurcating a charter?

22 A Yes, I believe you're talking about the concept  
23 of the school splitting its high school out from -- so  
24 having one charter for the K through eight and one charter

1 for the nine through 12, have that bifurcation.

2 Q Yes.

3 A And I believe we brought feedback back to the  
4 school why we felt that would be inadequate.

5 Q Has the school sponsored by the SPCSA ever  
6 bifurcated its charter?

7 A No.

8 Q NCA has proposed a school within a school in its  
9 letters, which proposes would serve all students who  
10 enrolled at NCA credit-deficient and those students would  
11 have separate codes be included in that school's  
12 graduation rate.

13 Would this proposal correct the deficient  
14 graduation rate at NCA?

15 A No, it would simply segregate out those students  
16 into a separate program of some kind.

17 Q Has the NCA filed any paperwork necessary to  
18 create a new charter school necessary for this proposal?

19 A It has not.

20 Q Has it demonstrated any success in dealing with  
21 these credit-deficient students?

22 A There's no evidence to support that  
23 determination.

24 Q Are there any other virtual schools currently

1 attempting to serve credit-deficient students?

2 A Yes.

3 Q What actions did that school take to serve that  
4 population of students?

5 A That school amended its charter, number one, to  
6 limit its enrollment policy to students who met the  
7 criteria for enrollment in an alternate education.

8 ACTING CHAIR GUINASSO: Let me interrupt for a  
9 second, because we're talking about "that school." And I  
10 don't know what "that school" is.

11 BY MR. OTT:

12 Q Which school are you speaking of?

13 A I'm speaking with regard to Beacon Academy of  
14 Nevada.

15 Q Do you want me to restate that question?

16 A Sure.

17 Q What actions did Beacon Academy do to serve that  
18 population of students?

19 A Beacon Academy, first of all, submitted a charter  
20 amendment to serve -- to limit its enrollment to those  
21 students who were credit-deficient as defined under SB 460  
22 and Nevada regulation which is to say two or more years  
23 behind academically in terms of credit accumulation.

24 They also -- there were a couple of other

1 subcategories of students, most notably adjudicated youth,  
2 students who are on individualized education plans and  
3 students who were adjudged in need of supervision or  
4 suspended or expelled.

5 So they included all those categories of eligible  
6 students in their new revised mission-specific enrollment  
7 policy.

8 They also agreed to additional contractual  
9 elements as part of that transition.

10 Q Assuming for a moment that NCA was able to  
11 overcome all the hurdles to opening a new school to make  
12 this school-within-a-school concept possible, when is the  
13 earliest that schools who submit applications for new  
14 charters would be able to open?

15 A A school which submits -- so the deadline for  
16 Notices of Intent for the upcoming charter applications  
17 was April 15th, if I'm recalling correctly.

18 The next round of applications of Notice of  
19 Intent will be October 15th, which would allow for a  
20 January 15th application due date.

21 The Authority typically takes approximately six  
22 months to fully review and vet an application, which would  
23 mean a decision would not happen until June or July, and  
24 the effective date for such a charter would be one year

1 out to provide for sufficient time for the school to stand  
2 up.

3 Q So you mentioned a couple of months without  
4 years.

5 A Sure. So let me just do the math here for a  
6 second. So that would mean the earliest such a school  
7 could open, based on the current and existing regulations,  
8 is 2019. Under the charter.

9 Q Again, assuming that there was -- that NCA was  
10 able to open this ALT Ed-specific school within a school,  
11 would NCA have any ability to restrict students from  
12 attending NCA's general population school based on this  
13 other ALT Ed school that it opened?

14 A Not under existing law.

15 ACTING CHAIR GUINASSO: I'm going to interject  
16 for just a second. I'm going to give you all the  
17 ten-minute warning.

18 I think we have to be out of here at 5:00. Is  
19 that right? Is this venue only open until 5:00. So we  
20 have to conclude at 5:00. So how much more questioning do  
21 you think you have?

22 MR. OTT: I could probably almost get done or  
23 close to it.

24 ACTING CHAIR GUINASSO: The plan is to finish

1 questioning with Director Gavin. That will give you the  
2 evening to prepare your cross and then we'll start the  
3 process at 8:00 in the morning.

4 Is it okay if we went a few minutes over in this  
5 room?

6 MR. OTT: I think the problem is in the north.  
7 We don't have it until 5:00.

8 (Discussion off the record.)

9 MR. PELTIER: We were given permission to go to  
10 about 5:15, they were kind enough to allow a little bit of  
11 flexible time there. So in case we go a little bit over,  
12 the north is okay.

13 ACTING CHAIR GUINASSO: I think we'll be able to  
14 finish the questioning based on that representation, and  
15 then we'll start with cross-examination of Mr. Gavin  
16 tomorrow morning. Thank you.

17 BY MR. OTT:

18 Q Thank you.

19 One of the items that's been discussed today is  
20 your May 27, 2015 testimony in front of the Assembly  
21 Education Committee, wherein you state the following:

22 "In cases where a school has a 27 or 37 percent  
23 graduation rate and is not classified as an alternative  
24 school, that is the kind of thing I think we would all

1 agree is not acceptable; that we would need to ensure that  
2 we are looking very carefully at what that is, and if  
3 there's some kind of compelling explanation, certainly  
4 taking that into account but also holding any school  
5 that's at that level accountable."

6 That quote is in -- I have Exhibit 8 to NCA's  
7 Exhibit 1, but that was before we changed things this  
8 morning. So let me confirm that.

9 It's now Exhibit 8 to NCA's Exhibit 2.

10 MS. GRANIER: B.

11 MR. OTT: 8 -- B-8.

12 ACTING CHAIR GUINASSO: We're looking at Exhibit  
13 B-8?

14 MR. OTT: Yes.

15 BY MR. OTT:

16 Q Which, in your binder there, would be 2. Yeah,  
17 tab 2.

18 A What's the number?

19 Q Sorry. R0098.

20 A A lot of paper in here. I want to make sure I'm  
21 in the right place.

22 Q This has also been highlighted. For the record,  
23 I read the full quote, not just the highlighted portions.

24 A Yes. Thank you.

1 Q So you can take a look at that to look at your  
2 own words if you want. But I would like you to explain  
3 what you meant by "compelling evidence" that you would  
4 find persuasive to allow you to recommend that a school  
5 with a graduation rate below 60 percent to remain open.

6 A So to be clear, the language was "compelling  
7 explanation" not "compelling evidence." So with regard to  
8 compelling explanations, the kinds of matters that came to  
9 mind were flooding, for example, or some other natural  
10 disaster that might result in a school having a  
11 significant disruption. Fire, those kinds of things,  
12 where students might be significantly displaced. So that  
13 would be the kind of example that would come to mind.

14 A momentary aberration, so the school has  
15 historically had a very high rate and then there's a  
16 precipitous drop for some reason. That would certainly be  
17 something to look at more.

18 Additionally, on the positive side, I would say a  
19 school that's had -- that may have a 60 percent rate -- or  
20 I'm sorry, well below 60 percent rate for its adjusted --  
21 four-year adjusted cohort but consistently were showing  
22 significant progress well above the 60 percent number for  
23 students at a fifth-year level.

24 So that would demonstrate that students may be

1 coming in behind, but the school is rapidly catching them  
2 up.

3 Q So a very strong five-year cohort graduation rate  
4 could be compelling explanation, I think you've just  
5 testified.

6 What about a school with significant numbers of  
7 pupils obtaining adult ed degrees?

8 A Students who are attaining adult ed degrees or  
9 who are in a GED program are counted as non-graduates for  
10 the purposes of the federal calculation.

11 And charter schools themselves are not authorized  
12 to operate either adult ed or GED programs using their DSA  
13 dollars. So that would not count.

14 They would have to go somewhere else, to someone  
15 else's program in order to do that, which would mean the  
16 school had not kept them and accelerated them.

17 Q Do any of NCA's explanations for its graduates  
18 rise to the level of compelling explanation that it would  
19 cause you to recommend a school to avoid accountability  
20 consequences there?

21 A No.

22 Q Are you familiar with the percentages of -- well,  
23 are you familiar with the term "IEP"?

24 A Yes.

1 Q What does that mean?

2 A Individualized Education Program or Education  
3 Plan.

4 Q How about FRL?

5 A Free and Reduced Lunch.

6 Q ELL?

7 A English Language Learner.

8 Q Are you familiar with the percentages of IEP, FRL  
9 and ELL students at NCA and across the state?

10 A Yes.

11 Q Do you know if NCA's IEP population is higher or  
12 lower than the state as a whole?

13 A It is lower than the state as a whole.

14 Q Do you know if NCA's FRL population are higher or  
15 lower than the percentages of the state as a whole?

16 A It is lower than the state as a whole.

17 Q Do you know if NCA's ELL population is higher or  
18 lower than the percentage in the state as a whole?

19 A It's not only lower, it is dramatically lower.  
20 Less than one percent of students at Nevada Connections  
21 Academy are English language learners.

22 Q I want to direct your attention to Exhibit 1 in  
23 the staff's binder. Are you familiar with that document?

24 A I am, yes.

1 Q Can you explain what it is?

2 A It is a report generated from Nevada Report Card,  
3 a statewide online database of school accountability data.

4 Q And for what years does it have accountability  
5 data?

6 A Accountability years 2011-12 through 2016-17. So  
7 that is to say for students who graduated in the school  
8 year 2010-11 through school year 2015-16. This is the  
9 four-year.

10 Q And are you familiar with the way Nevada Report  
11 Card works?

12 A I'm familiar with the way Nevada Report Card  
13 works, yes.

14 Q And are you able to request different fields put  
15 into reports?

16 A Yes. There are a variety of checkboxes and  
17 whatnot to be able to get the data points you want.

18 Q And what has been included in this report?

19 A The columns include accountability year. So the  
20 name of the school, number one, to the accountability  
21 year.

22 So the name of the school, number one, to the  
23 accountability year, through the class of, which is to say  
24 the graduating class year, as I noted before.

1           So, for example, the class of 2011 would be those  
2 students who are seniors in 2010-2011. The total number  
3 of students, the total number of graduates, transfers out,  
4 students who are classified as dropouts, students who are  
5 classified as non-graduates and then the graduation rate.

6           ACTING CHAIR GUINASSO: Excuse me, Mr. Ott.  
7 Earlier the objection on this document was that it was  
8 incomplete.

9           And so I just want to understand, for purposes of  
10 what the document represents, it was selected that way  
11 because this particular tool can be manipulated to give  
12 different sorts of data.

13          MR. OTT: Correct. You can pull different fields  
14 down and create customized reports. So these are the  
15 fields that have been -- these are the fields that have  
16 been selected for this particular report.

17          ACTING CHAIR GUINASSO: So were you the one that  
18 selected these fields?

19          MR. OTT: I was.

20          ACTING CHAIR GUINASSO: Okay. Thank you.

21          THE WITNESS: I would also note for the record  
22 that -- and I can't say this is occurring here, because  
23 it's publicly available data. For end sizes of less than  
24 10, the public data is suppressed because that would

1 result in potential identification of individual students.

2 So where you see this little blank line, that  
3 could be a 0, or it could be any number less than 10. Ten  
4 or less.

5 MR. OTT: I'd ask the board take judicial notice  
6 of the form.

7 ACTING CHAIR GUINASSO: We'll take judicial  
8 notice of this database with the notation that you  
9 selected this particular field of information for  
10 demonstrative purposes.

11 BY MR. OTT:

12 Q Director Gavin, can you also look at Exhibit 11  
13 and explain that exhibit, if you know what it is.

14 A This is a line graph representing the graduation  
15 rates of Nevada Connections Academy for each of these  
16 accountability -- this is actually the graduation year in  
17 the lower -- on the X axis. On the Y axis, you see the  
18 percentage of graduation rate.

19 The orange line across the top, with that 60, is  
20 the minimum statutory cut-off of 16 percent. And then the  
21 blue line with data points ranging from 26.5 to 40.09  
22 represents the four-year Adjusted Cohort Graduation Rate  
23 for Nevada Connections Academy between the graduating year  
24 of 2011 and the graduating year of 2016.

1 MR. OTT: I'd ask the Authority take notice of  
2 this for illustrative purposes as well.

3 ACTING CHAIR GUINASSO: I wasn't clear, who  
4 created it?

5 MR. OTT: I created it with Director Gavin.

6 ACTING CHAIR GUINASSO: Thank you very much.  
7 We'll go ahead and receive it as demonstrative evidence.

8 MR. OTT: That is all I have. I would like to  
9 just run through my notes quickly to make sure I don't  
10 have anything else.

11 I can do that now, take five minutes, or do it  
12 quickly tomorrow morning. Whatever the board pleases.

13 ACTING CHAIR GUINASSO: We'll go ahead and let  
14 you have this evening to go over your notes. If there's  
15 any cleanup you want to do, we'll do that first thing in  
16 the morning, with very limited time, because we want to  
17 move through the rest -- you have another witness and  
18 Ms. Granier has cross-examination to give on this witness,  
19 which I'm sure will take some time, as well as I'm sure  
20 board members have questions of Director Gavin.

21 So we will conclude -- or I say we'll go in  
22 recess for today until tomorrow at 8.00 a.m.

23 Director Gavin, you're still under oath, and I  
24 direct you not to speak to anybody about your testimony

1 here today. Probably shouldn't interact with any board  
2 members while you are under oath and still giving  
3 testimony at this point.

4 And I would just direct the board members that we  
5 shouldn't be talking about the case outside of the hearing  
6 room here in the public forum. And when we resume  
7 tomorrow, we'll proceed to pick up where we left off here.

8 Again, if you have cleanup, Mr. Ott, we'll let  
9 you do that and we'll jump right into Ms. Granier's  
10 cross-examination.

11 Any other matters before we close or recess? All  
12 right. So this hearing's recessed until tomorrow at  
13 8.00 a.m. Thank you.

14 (Proceedings adjourned at 5:01 p.m.)

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1 STATE OF NEVADA )  
2 ) ss.  
3 COUNTY OF WASHOE )

4 We, DENISE HINXMAN and STEPHANI L. LODER,  
5 Certified Court Reporters in and for the County of Washoe,  
6 State of Nevada, do hereby certify that on Thursday,  
7 May 25, 2017, at the Grand Sierra Hotel, in the Nevada  
8 Room, located at 2500 East Second Street, Reno, Nevada, we  
9 reported the videoconferenced public hearing in the matter  
10 entitled herein;

11 That the foregoing transcript, consisting of  
12 pages 1 through 200, inclusive, is a true and correct  
13 transcript of the stenographic notes taken by us in the  
14 above-captioned matter to the best of our knowledge,  
15 skill, and ability.

16 As we were not present in the room with all of  
17 the participants, the appearances on the cover page are  
18 from our understanding of who was present via  
19 videoconference and telephone during the proceeding, and  
20 that speaker identification was made to the best of our  
21 ability through voice recognition;

22 We further certify that we are not attorneys or  
23 counsel for any of the parties, nor relatives or employees  
24 of any attorney or counsel connected with the action, nor

1 financially interested in the action.

2 Dated at Reno, Nevada this 16th day of June,  
3 2017.

4  
5 /s/ Denise Hinxman  
6 Denise Hinxman, CCR #234

7 /s/ Stephani L. Loder  
8 Stephani L. Loder, CCR #862

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1                   **BEFORE THE STATE PUBLIC CHARTER SCHOOL AUTHORITY**

2                                   **STATE OF NEVADA**

3  
4                                   **VIDEOCONFERENCED PUBLIC HEARING**

5   **VOLUME III**

6   **FRIDAY, MAY 26, 2017**

7                                   **(CONTINUATION OF AGENDA ITEM NO. 3)**

8   **RENO AND LAS VEGAS, NEVADA**

9  
10   **THE BOARD:**

11   JASON GUINASSO, Acting Chair (In Las Vegas)  
12   ADAM JOHNSON, Chair/Member (In Las Vegas)  
13   MELISSA MACKEDON, Vice Chair (In Las Vegas)  
14   PATRICK GAVIN, Executive Director (In Las Vegas)  
15   STAVAN CORBETT, Member (In Las Vegas)  
16   NORA LUNA, Member (In Las Vegas)  
17   JACOB SNOW, Member (In Las Vegas)  
18   DAVID GARDNER, Member (Via telephone)

19  
20   **FOR THE BOARD:**

21   GREG OTT, Deputy Attorney General (In Las Vegas)  
22   ROBERT WHITNEY, Deputy Attorney General (In Las Vegas)  
23   DANNY PELTIER, Management Analyst I (In Reno)  
24   TANYA OSBORNE, Administrative Assistant III (In Reno)

25   **FOR NEVADA CONNECTIONS ACADEMY:**

26   LAURA GRANIER, ESQ. (In Las Vegas)

27  
28                   Reported by:           DENISE HINXMAN, CCR #234  
29   STEPHANI L. LODER, CCR #862

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1 RENO/LAS VEGAS, NEVADA; FRIDAY, MAY 26, 2017; 8:01 A.M.

2 -oOo-

3  
4 ACTING CHAIR GUINASSO: We will go ahead and  
5 resume the hearing. We took a recess at 5:10 last night.  
6 This is the continuation of a public hearing that's  
7 required under NRS 388A.330(3) to make a determination  
8 regarding whether Nevada Connections Academy has corrected  
9 certain deficiencies it was notified of on both September  
10 30th, 2016, and February 10th, 2017, in a letter that  
11 we've been -- in letters we've been referring to  
12 colloquially as notices of intent.

13 When we left off, Mr. Gavin was still under oath;  
14 and I told Mr. Ott that if he had any cleanup or a few  
15 additional questions, we'd allow for that. But before we  
16 get started with the witness, just a few logistical  
17 issues.

18 Firstly, I wanted to deal with the schedule of  
19 witnesses. I think both counsels wanted to try to map out  
20 where we were going with the witnesses so that we could  
21 give the witnesses an idea of when they would be asked to  
22 testify.

23 So Mr. Ott or Ms. Granier, one of you, did you  
24 all agree on a schedule?

1 MR. OTT: We discussed briefly. Ms. Granier  
2 estimates about -- she'll spend most of the morning with  
3 Mr. Gavin.

4 Our other witness, Mr. Keglovitz, I have coming  
5 to the north at 11:00, and anticipate he will not take  
6 long from our perspective.

7 I don't know what order Ms. Granier plans on  
8 calling her witnesses, but there's only three that I  
9 anticipate having substantial time to cross.

10 ACTING CHAIR GUINASSO. Okay.

11 MR. OTT: Those would be Richard Vineyard,  
12 Mr. Werlein, and Tiberio -- Dr. Tiberio Garza.

13 ACTING CHAIR GUINASSO: Okay.

14 MS. GRANIER: And I did indicate it will be at  
15 least 11:00, I think, possibly longer for my  
16 cross-examination of Director Gavin.

17 I have our NCA board president, Jafeth Sanchez,  
18 who is only available until 1:30 today. And so I was  
19 going to ask if possibly we can take a later lunch if we  
20 need to, to squeeze her in as my first witness while I  
21 have her.

22 ACTING CHAIR GUINASSO: Mm-hmm.

23 MS. GRANIER: And then -- well, that's all.

24 ACTING CHAIR GUINASSO: Okay. I think that's

1 fair. So what we'll do is we'll get through Mr. Gavin's  
2 testimony, Mr. --

3 MR. OTT: Keglovitz.

4 ACTING CHAIR GUINASSO: -- Keglovitz's testimony.  
5 I anticipate that will close your case in chief.

6 MR. OTT: Yes.

7 ACTING CHAIR GUINASSO: And then we will switch,  
8 and you'll have your first witness. After your first  
9 witness, we'll go to lunch.

10 So let's plan on lunch around 1:30 like we did  
11 yesterday. Of course, we'll take a few convenience breaks  
12 in the morning as we have opportunity.

13 Just logistically here, everybody who is here,  
14 if -- instead of entering and exiting through the door  
15 here that's signified exit, if you wouldn't mind going  
16 around through this opening and through the door over  
17 there.

18 What that will do is that will prevent you from  
19 walking in front of the camera and will minimize the  
20 disruption during the hearing. So if you would just allow  
21 us that courtesy.

22 And I just want to make sure, nobody that's  
23 sitting in the audience today are witnesses, right? Just  
24 as a reminder, we've excluded all the witnesses from the

1 room. All right.

2 And then one thing I neglected to do is after  
3 Mr. Ott had authenticated Exhibit 12, I forgot to note  
4 that it was properly authenticated and admitted into the  
5 record. So let the record reflect that Exhibit 12 is --  
6 was properly authenticated and entered into the record.

7 Yeah?

8 MS. GRANIER: I'm sorry. Thank you. One more  
9 cleanup item on the exhibits.

10 It seemed like you and Mr. Ott had a similar  
11 binder, I guess, of the exhibits that were uploaded to the  
12 Authority's website.

13 ACTING CHAIR GUINASSO: Yes.

14 MS. GRANIER: But I don't know how or who  
15 determined what exhibits got uploaded. And I'm afraid  
16 that we -- I know that some were missed that, in fact,  
17 were uploaded to Epicenter.

18 So can we establish for the record who decided  
19 what was uploaded? And then I would like the opportunity  
20 to provide you -- we have screen shots of Epicenter to  
21 show when they were submitted, and I would like the  
22 opportunity to supplement the record with those exhibits.

23 MR. OTT: I can speak to when my binder was -- or  
24 how my binder was created, if that's helpful.

1           ACTING CHAIR GUINASSO: My binder was created  
2 from the website. So I just went and downloaded all that.

3           MS. GRANIER: Okay. And who determined what  
4 exhibits got uploaded to the website?

5           ACTING CHAIR GUINASSO: I'm not sure about that.  
6 Can you answer that, Mr. Ott?

7           MR. OTT: So my understanding is that everything  
8 that was submitted was sent to Mr. Peltier, and he  
9 uploaded those to the website. I did not prepare my  
10 binder from the website. I prepared them directly from  
11 the submissions that you e-mailed to me directly.

12           ACTING CHAIR GUINASSO: Let me ask Danny because  
13 Danny is actually here.

14           Danny?

15           MR. PELTIER: Yes, Member Guinasso?

16           ACTING CHAIR GUINASSO: Are you the one  
17 responsible for uploading documents onto Epicenter?

18           MR. PELTIER: No. Schools are responsible for  
19 uploading documents into Epicenter. I upload documents to  
20 the -- our website.

21           ACTING CHAIR GUINASSO: Oh, I gotcha. Okay. So  
22 there's a two-step process. The schools upload to  
23 Epicenter, and then you take what's been uploaded and put  
24 it onto the website; is that right?

1 MR. PELTIER: Not necessarily. It depends on  
2 what type of documents.

3 The Epicenter gets all sorts of different  
4 reports. The vast majority of those reports are not  
5 uploaded to our website unless explicitly asked to take  
6 the document from Epicenter and put it on the site.

7 ACTING CHAIR GUINASSO: Okay. So I need somebody  
8 to just kind of walk me through the process.

9 So when Nevada Connections or the Authority wants  
10 to make evidence available to the public, how does --  
11 what's the -- can you take me from start to finish?

12 MR. PELTIER: Typically, what I would do, is I  
13 would contact either Greg Ott or Executive Director Gavin  
14 to see what they had received. There's not a compliance  
15 requirement built into Epicenter that would be for  
16 evidence. So typically I would get documents from them  
17 and then upload from that to the website.

18 I know it's kind of complicated.

19 ACTING CHAIR GUINASSO: Okay. Yeah. So  
20 there's -- but you're not exercising any editorial  
21 authority. That is, you're not deciding which things get  
22 uploaded --

23 MR. PELTIER: No.

24 ACTING CHAIR GUINASSO: -- and which things

1 don't. Is that --

2 MR. PELTIER: No. Absolutely not.

3 ACTING CHAIR GUINASSO: So whatever is sent to  
4 you, you just upload it when it's sent to you; is that  
5 right?

6 MR. PELTIER: That is correct.

7 ACTING CHAIR GUINASSO: Okay. Ms. Granier, do  
8 you have any other questions?

9 MS. GRANIER: Just to be clear, then, the only  
10 exhibits that actually got uploaded by Danny to the  
11 Authority websites were the ones that Greg Ott or Patrick  
12 Gavin directed be uploaded to the website.

13 MR. PELTIER: That is -- no.

14 MR. OTT: I think that's a misstatement.

15 When you send me stuff, I forward it to Danny.  
16 If he needs additional information, he asks me. I know  
17 Robert has sent him stuff as well, just to make sure that  
18 everything that you have sent has gone to him so that he  
19 can upload it.

20 ACTING CHAIR GUINASSO: All right. Danny, can  
21 you answer Ms. Granier's question?

22 MR. PELTIER: No. That is not correct. It is  
23 not only at the direction of them. It's just they tend  
24 to get -- Robert Whitney will send stuff. If anyone

1 requests that I upload it, I upload it.

2 MS. GRANIER: Thank you. And I didn't mean to  
3 make that overly broad. I'm just trying to, I think, make  
4 the clear record.

5 How did you know -- who told you what exhibits to  
6 be uploaded to the website for this hearing?

7 MR. PELTIER: Both Deputy Attorney Whitney and  
8 Deputy Attorney General Ott. I also was in contact  
9 with Jenny Sparks at --

10 ACTING CHAIR GUINASSO: Okay. So --

11 MR. PELTIER: -- the law office, who also would  
12 talk about exhibits.

13 MS. GRANIER: And did you upload exhibits to the  
14 website at the request of Jenny Sparks?

15 MR. PELTIER: She never requested explicitly that  
16 I upload, but documents were sent back and forth.

17 MS. GRANIER: Okay. And is there a paper trail,  
18 e-mail trail, or some record of which exhibits Mr. Whitney  
19 asked you to upload and which exhibits Mr. Ott asked you  
20 to upload?

21 MR. PELTIER: There may or may not be. Some of  
22 those requests may have come by phone, and I don't have  
23 access to the full archive of my e-mail so I would not be  
24 able to answer that question at this time.

1           ACTING CHAIR GUINASSO: Okay. Let the record  
2 reflect that, for every Nevada State Public Charter School  
3 Authority meeting, that the primary means through which we  
4 get the information for the hearing is through the  
5 website.

6           And so what precipitated this hearing is not any  
7 different than what's precipitated every meeting that the  
8 State Authority has had for at least the last year that  
9 I've been on the board. And so I think that should  
10 satisfy the record.

11           But if you believe that there were things that  
12 should have been uploaded that weren't -- and it's either  
13 through inadvertence or -- I don't think there was any ill  
14 intent, but if you do think so, I'd like to see what those  
15 documents are so we can consider them.

16           MS. GRANIER: Sure. And I wasn't suggesting  
17 there was any ill intent. I just want a clear record of  
18 the process. So thank you.

19           And I do know of some because we identified them  
20 yesterday. And in fact, one of them is very critical  
21 because it is Dr. Garza's report that, in fact, was  
22 uploaded on March 27th, prior to the last hearing.

23           So we can either do that now or as it comes to  
24 the exhibit, whichever --

1           ACTING CHAIR GUINASSO: But it wasn't marked or  
2 admitted at all?

3           MS. GRANIER: It was not, because you did not  
4 have evidence of it being uploaded to Epicenter.

5           ACTING CHAIR GUINASSO: Was it submitted after  
6 March 30th or before --

7           MS. GRANIER: No, it was not. It was uploaded to  
8 Epicenter on March 27th.

9           MR. OTT: Was that Exhibit AB?

10          ACTING CHAIR GUINASSO: It wasn't --

11          MR. OTT: Because the Exhibit AB that I  
12 received --

13          MS. GRANIER: No, it was not Exhibit AB.

14          What I explained yesterday about Exhibit AB is  
15 that Exhibit AB was an updated report from Dr. Garza that  
16 was produced after the March hearing date. It updated the  
17 report that he prepared and we uploaded to Epicenter on  
18 March 27th, which is the exhibit that I think would be  
19 properly before you, even with your exclusion.

20          ACTING CHAIR GUINASSO: Which tab number is it?

21          MS. GRANIER: It's not a tab number. I have  
22 copies for everyone as exhibits, but it's not a tab number  
23 because we had intended to use as an exhibit the updated  
24 report. But given your ruling yesterday about this

1 deadline to submit exhibits, the only one that I can offer  
2 you that was submitted before the March 30 hearing is the  
3 one I'm referencing that was submitted on the 27th.

4 ACTING CHAIR GUINASSO: Which -- the reports that  
5 you're talking about, which one is the one that's critical  
6 for your presentation?

7 MS. GRANIER: Well, I would prefer to use the  
8 updated reports, but if I'm not allowed to use those,  
9 then, at a minimum, I would like to use the one that was  
10 submit --

11 ACTING CHAIR GUINASSO: And which tab are the  
12 updated reports --

13 MS. GRANIER: AB and -- yeah. It's -- they're  
14 behind tabs 37 and 38.

15 ACTING CHAIR GUINASSO: Tabs 37 and 38. Do you  
16 have a copy of that, Mr. Ott?

17 MR. OTT: Well, I don't have -- well, a copy of  
18 AB that was sent to my office was blank. So we would  
19 object based on --

20 MS. GRANIER: Actually, I have a follow-up e-mail  
21 from my staff at my office that they sent you a follow-up  
22 e-mail explaining that there was some technical error, and  
23 they did provide you the substance of those documents. So  
24 if necessary, I can get copies of that e-mail proof,

1 but --

2 MR. OTT: When was that sent?

3 MS. GRANIER: Immediate -- like the same day or  
4 the next day that AB was originally submitted because of  
5 the technical problem with computers was recognized.

6 ACTING CHAIR GUINASSO: What we're going to do is  
7 we're going to mark this document titled the Supplement to  
8 Data Validation Report, Nevada Connections Academy, 2016  
9 Data. We're going to mark that as -- we left off with Z  
10 yesterday so we will mark it as AA.

11 And, Mr. Ott, you have an objection to that  
12 document so why don't we get your objection for the  
13 record.

14 MR. OTT: Sure. Just so that I'm clear, is that  
15 the entirety of tab 37? Is that what we're marking?

16 ACTING CHAIR GUINASSO: Yeah, I believe that's  
17 the entirety of the report.

18 MS. GRANIER: And then tab 38 is the 2015 report.

19 ACTING CHAIR GUINASSO: All right. And then  
20 we'll mark what is in tab 38 titled the Validation Report,  
21 the Data Validation Report, Nevada Connections Academy  
22 2016 Data, we'll mark that one BB.

23 All right. So let's start with your objection.

24 MR. OTT: My notes reflect that 37 was already

1 marked -- or AB was marked as W yesterday. Is that  
2 correct in your notes?

3 ACTING CHAIR GUINASSO: AB is marked as W? I  
4 don't recall that. Let me double-check, though.

5 Actually I did. I marked it. You're right. I  
6 marked it yesterday as W. So just strike what I just  
7 said.

8 I did mark the Validation Report in tab 37 as  
9 Exhibit W, but we didn't admit it. But new information is  
10 being presented with respect to when it may have been  
11 uploaded to Epicenter but perhaps not put on our website.

12 And so if that is the case, do you have the  
13 document or something you can show me?

14 MS. GRANIER: Yeah. So just to be clear for the  
15 record, that is not the document that is -- that was  
16 submitted March 27th. It was a similar report from  
17 Dr. Garza, and I have copies for all of you today. This  
18 was the updated version of that report.

19 So I would prefer to use the updated version, but  
20 if you're sticking to your deadline of March 30th, it  
21 would not be these documents; it would be one that I would  
22 hand out to you.

23 ACTING CHAIR GUINASSO: So the updated document,  
24 which tab is that again? Is that --

1 MS. GRANIER: That is 37 and 38.

2 ACTING CHAIR GUINASSO: 37 and 38. All right.  
3 So we'll mark those collectively as W because I don't  
4 think it makes sense to separate them. And under normal  
5 circumstances, if you'd had an updated report that you  
6 wanted to update, that that would be considered.

7 So let me ask Mr. Ott about his objections to  
8 this particular document.

9 MR. OTT: So the same objections to W as  
10 yesterday, as it being late disclosed.

11 With regard to the new document that she's  
12 talking about, I'm unsure -- I'm unclear if that is  
13 somewhere in the various disclosures of NCA or if it was  
14 not ever disclosed as evidence for this hearing.

15 MS. GRANIER: So again, it was uploaded to  
16 Epicenter on March 27th to be used as evidence for this  
17 hearing. I have copies of it right here if you would like  
18 me to hand it out to everyone.

19 ACTING CHAIR GUINASSO: But it was never a part  
20 of the binder, your binder?

21 MS. GRANIER: No, because the binder that I  
22 brought to the hearing had what I thought we were going to  
23 use, which was the updated report.

24 ACTING CHAIR GUINASSO: Okay. So what you have

1 copies of is the old report?

2 MS. GRANIER: Yes. That was uploaded to  
3 Epicenter before the March hearing.

4 ACTING CHAIR GUINASSO: But the updated report is  
5 in the binder under tab 37 and 38. All right.

6 MR. OTT: So I'm sorry. If you --

7 ACTING CHAIR GUINASSO: Yeah. I'm just thinking,  
8 but go ahead.

9 MR. OTT: So March 27th is when it was uploaded?

10 MS. GRANIER: Yes.

11 MR. OTT: So that was three days before the  
12 hearing, not five days. So even at the earlier date, it's  
13 still late, and we'll object based on those grounds.

14 Also, it's clear to me that it's not been  
15 disclosed as evidence for this hearing. It's not  
16 contained in any of these binders. So I'd object on those  
17 grounds as well.

18 ACTING CHAIR GUINASSO: We'll keep it marked. I  
19 think having copies of the original document for  
20 everybody -- I think if you would provide a copy to  
21 Mr. Ott so he has that.

22 We're likely going to go through the entire day  
23 and into tomorrow. So when that document becomes relevant  
24 to your presentation, if you want to make an argument as

1 to why it should be included at that point, then we'll  
2 take that argument and let Mr. Ott make his objections.

3 I'm trying to just balance this idea that, you  
4 know, documents should be produced to the Authority for a  
5 hearing like this prior to the hearing in accordance with  
6 the prehearing order. That helps the parties know what's  
7 going to be presented at the hearing. Also helps board  
8 members who have to make very difficult decisions have all  
9 the information they need, you know, in lead-up to the  
10 hearing so they can ask good questions and so that they  
11 can make rational decisions.

12 And so I think a lot of that went into -- a lot  
13 of that sort of thought went into why the late-filed  
14 documents -- I'll call them late-filed because they came  
15 after March 30th -- were excluded.

16 That being said, I don't want to inhibit you from  
17 putting on your case, and so I'm allowing some leeway with  
18 some of these documents that we've identified and marked  
19 so that you can make a good record on those particular  
20 documents.

21 And if the board so desires, we can reconsider  
22 those individual documents as documents that may be  
23 admitted at some point during your presentation.

24 So I'm just trying to balance those interests

1 because I think Mr. Ott brings up good points. I think,  
2 but at the same time, I don't want to inhibit you from  
3 putting on the best case you can.

4 So with that said, are there any other cleanup  
5 matters?

6 MS. GRANIER: There are other exhibits that we  
7 have proof were uploaded to Epicenter prior to the  
8 March 30th hearing. They were not included on the  
9 website. They were not addressed yesterday. I'm happy to  
10 get us going this morning and just address them as I'd  
11 like to use them, or I can identify them now, at your  
12 pleasure.

13 ACTING CHAIR GUINASSO: Do you have, like, a list  
14 of them?

15 MS. GRANIER: I have a couple that stand out in  
16 my mind.

17 ACTING CHAIR GUINASSO: Well, why don't we get  
18 into our testimony. If you could put together a list of  
19 those, and then at some juncture, we can deal with them in  
20 bulk or, as you suggested, we could deal with them as the  
21 hearing progresses.

22 Again, if there was some technical issue that  
23 prevented documents from being uploaded, then we need to  
24 deal with that.

1           And so let's make sure we do deal with that  
2 because, again, I don't want you to be prejudiced because  
3 there was some technical glitch. That wouldn't be fair.

4           MS. GRANIER: Thank you.

5           ACTING CHAIR GUINASSO: All right. Is that  
6 acceptable to you, Mr. Ott?

7           MR. OTT: Sure.

8           ACTING CHAIR GUINASSO: Okay. So any other  
9 preliminary matters. Yes?

10          MR. WHITNEY: I didn't want to really belabor  
11 this matter, but it concerns -- about the record.

12          What I'll do, when I get exhibits from Attorney  
13 Granier or Attorney Ott, is I will forward those to the  
14 board members after I receive them, normally on the same  
15 day. Sometimes if they're later, on the day after.

16          I don't recall ever -- except for I know a few  
17 days ago, I did receive an e-mail concerning the record  
18 and -- from Danny asking for certain documents, but I  
19 don't recall doing anything that would be considered  
20 directing what should be in the record.

21          I do remember getting requests for documents  
22 to -- for the record, but I don't -- again, I don't  
23 remember. And that's -- my procedure is I will forward  
24 documents I receive from Attorney Ott and Attorney Granier

1 to the board.

2 ACTING CHAIR GUINASSO: That's right. That's an  
3 important part of the process.

4 So when we consider these documents and the  
5 Epicenter representations, perhaps you can alert your  
6 assistant to flag the corresponding e-mail because I'm  
7 sure she would have e-mailed that to Mr. Whitney, and then  
8 Mr. Whitney would have e-mailed those documents to us.

9 MS. GRANIER: Actually, we were directed to  
10 upload them to Epicenter. We were not directed to e-mail  
11 the documents to Mr. Whitney. I thought Mr. Whitney's  
12 point was simply that he wasn't directing Danny what to  
13 do.

14 MR. WHITNEY: Yeah. That was honestly what --

15 ACTING CHAIR GUINASSO: Is that what it was?  
16 Okay.

17 MR. WHITNEY: Yeah.

18 ACTING CHAIR GUINASSO: All right. So there's  
19 not -- sometimes your assistant sends documents to  
20 Mr. Whitney and sometimes not; is that right?

21 MS. GRANIER: I don't think that she -- I don't  
22 know that she ever sent him exhibits. She sends him  
23 correspondence for me.

24 MR. WHITNEY: She will -- to the best of my

1 knowledge, I've received every exhibit that was submitted  
2 in these matters from both attorneys. And so she will  
3 submit --

4 MS. GRANIER: Okay.

5 ACTING CHAIR GUINASSO: So we'll get -- what  
6 typically happens is your assistant sends an e-mail with  
7 pleadings and exhibits, and then those will get forwarded  
8 to us. I typically don't -- yeah? Yeah. Sometimes  
9 directly, Member Luna says.

10 So we'll print those out. At least I will. I'll  
11 print those out and prepare them for the binder. And then  
12 I'll check what I have against what is on the website and  
13 make sure that I have everything that's supposed to be  
14 in -- you know, everything I need to be prepared for the  
15 hearing.

16 But again, if there's a technical glitch, let's  
17 just deal with that and make sure that we're not unfairly  
18 excluding documents that weren't available because of some  
19 technical issue.

20 MS. GRANIER: Very good. Thank you.

21 ACTING CHAIR GUINASSO: All right. Perfect.

22 So, Mr. Gavin, you're still under oath. Why  
23 don't we go ahead and have you take the stand.

24 Oh, right.

1 I was just told that we can't delay lunch until  
2 1:00 or 1:30 because we have a union issue, I think, in  
3 Northern Nevada. So we'll have to take the lunch as close  
4 to noon as we possibly can. Okay. All right.

5 So let's proceed. Mr. Ott, did you have any  
6 cleanup questions?

7 MR. OTT: I don't have any cleanup. I'll pass  
8 the witness.

9  
10 **PATRICK GAVIN,**

11 having been previously duly sworn, was examined  
12 and testified further as follows:

13  
14 **CROSS-EXAMINATION**

15 BY MS. GRANIER:

16 Q Good morning, Mr. Gavin.

17 A Good morning, Ms. Granier.

18 Q Would you please turn to tab 36 in the binder in  
19 front of you. And for the record, that was marked as  
20 Exhibit V as in Victor.

21 UNIDENTIFIED MALE SPEAKER: This is not -- this  
22 your binder or --

23 MS. GRANIER: Yes.

24 UNIDENTIFIED MALE SPEAKER: Okay.

1 MS. GRANIER: Sorry.

2 MR. OTT: I don't believe this has been marked as  
3 evidence so I'm going to object to the reference to it.

4 MS. GRANIER: I believe it was marked as  
5 Exhibit V as in Victor, as I said.

6 MR. OTT: I believe it was marked but not  
7 admitted.

8 ACTING CHAIR GUINASSO: Marked as B?

9 MS. GRANIER: V as in Victor. Tab 36.

10 ACTING CHAIR GUINASSO: Is it the e-mail?

11 MS. GRANIER: Yeah.

12 ACTING CHAIR GUINASSO: Okay. And then that was  
13 previously excluded, right?

14 MS. GRANIER: No. I thought it was marked but  
15 not -- or if it was excluded, I have the opportunity to --

16 ACTING CHAIR GUINASSO: It's marked right now.

17 MS. GRANIER: Yeah.

18 ACTING CHAIR GUINASSO: So let's talk about that  
19 document before we have the witness...

20 So Mr. Ott, what is your objection?

21 MR. OTT: So this was one of the late-disclosed  
22 documents. That was my initial objection. I'm looking at  
23 the document now.

24 MS. GRANIER: And with respect to that, and it

1 was a long day, so I honestly can't remember if it was  
2 admitted or excluded, but I do remember some of the  
3 quote/unquote late documents were allowed over the  
4 objection because they clearly were not available at the  
5 time of the March hearing. And this clearly was not  
6 available at the time of the March hearing.

7 ACTING CHAIR GUINASSO: What I did is I marked  
8 them for this point so that Mr. Ott could renew his  
9 objection and the board would have an opportunity to  
10 reconsider those documents.

11 MS. GRANIER: Okay.

12 ACTING CHAIR GUINASSO: So we're dealing with  
13 what has been marked as Exhibit V. It is an e-mail  
14 purported to be from a Mr. Jurgensen to Charter Schools;  
15 is that right?

16 MS. GRANIER: Yes.

17 ACTING CHAIR GUINASSO: Okay. Mr. Ott, your  
18 objection, please?

19 MR. OTT: Appears to be hearsay. Not sure how  
20 it's relevant. So in addition to the late disclosure,  
21 hearsay and relevance.

22 ACTING CHAIR GUINASSO: Okay. Ms. Granier?

23 MS. GRANIER: Evidence at an administrative  
24 agency hearing is not usually excluded on the basis of

1 hearsay. We can certainly speak to that it's not offered  
2 for the truth of the matter asserted so it, therefore, is  
3 not hearsay anyway.

4 In addition to that, it is highly relevant. It  
5 appears to be -- the title and the subject matter of the  
6 e-mail is credit deficiency collection. Attachments are a  
7 weighted funding credit-deficient collection.

8 It is highly relevant to the issues we are  
9 discussing today regarding the credit-deficient population  
10 that NCA serves, how that should be factored into your  
11 decision.

12 ACTING CHAIR GUINASSO: Okay. And the date of  
13 this document is May 4th, 2017, so it wouldn't have been  
14 available prior to the last hearing?

15 MS. GRANIER: Correct.

16 ACTING CHAIR GUINASSO: All right. If there's a  
17 board member who wants to make a motion to accept this,  
18 I'll take a motion.

19 MEMBER JOHNSON: Member Johnson will move to  
20 accept the evidence.

21 UNIDENTIFIED FEMALE SPEAKER: I second.

22 ACTING CHAIR GUINASSO: Okay. Just discussion, I  
23 think I agree with Ms. Granier that there's a lot of  
24 leniency when it comes to a hearsay document in an

1 administrative proceeding.

2 Let me just ask this before we vote on it. Is  
3 the person -- Jurgensen, is that person a person who's  
4 going to testify at all during these proceedings?

5 MS. GRANIER: No, but one of the recipients is  
6 identified as one of our witnesses. And Mr. Gavin, who  
7 was cc'd on it, I believe the person who sent it works  
8 under his direction.

9 ACTING CHAIR GUINASSO: Okay. And then with  
10 regard to relevance, I'll let you establish that with  
11 the -- in your examination and in your argument.

12 I want to note that this document's unique from  
13 the other ones that were excluded in that it was not  
14 available prior to the last hearing. And so with that,  
15 all those in favor of accepting this document?

16 UNIDENTIFIED MALE SPEAKER: Mr. Chair, I'm really  
17 sorry. Just for the record, can the motion include  
18 Exhibit V? Because it --

19 ACTING CHAIR GUINASSO: If it didn't say accept  
20 Exhibit V, then let's amend the motion just that it  
21 would -- that we would be accepting Exhibit V.

22 MEMBER JOHNSON: Member Johnson moves to accept  
23 Exhibit V as Victor.

24 MEMBER LUNA: And Nora Luna seconded.

1           ACTING CHAIR GUINASSO: All right. All those in  
2 favor?

3           ALL: Aye.

4           ACTING CHAIR GUINASSO: Aye.

5           Any opposed?

6           (No audible response.)

7           ACTING CHAIR GUINASSO: All right. Motion  
8 carries. You can use the document.

9                         (Motion to accept Exhibit No. V made,  
10                         seconded, and unanimously carried.)

11           MS. GRANIER: Thank you.

12 BY MS. GRANIER:

13           Q     Mr. Gavin, have you ever seen the document we  
14 just marked as Exhibit V before?

15           A     I recall seeing the e-mail, yes.

16           Q     What is it?

17           A     It is an e-mail from a member of my staff to all  
18 schools in response to a legislative request for certain  
19 information for the purposes of fulfilling the request to  
20 the Legislature.

21           Q     And who was the request made to?

22           A     It was made to all charter schools. Actually  
23 it --

24           Q     I'm sorry. Go ahead.

1           Who was -- you're asserting that this request was  
2 made by the Legislature?

3           A     That is correct.

4           Q     And who did the Legislature make that request to?

5           A     It made that request to the Department of  
6 Education, and the Department of Education then  
7 established a data collection for every school district in  
8 the state and every local education agency to require  
9 schools to upload certain information to the -- to a  
10 database that is maintained by the Department of  
11 Education.

12          Q     And so was that somehow directed to you for the  
13 Charter Authority?

14          A     It was directed, I believe, in this case, it  
15 appears it was directed to Ms. Jurgensen.

16          Q     So you would have no discussions prior to --  
17 about this e-mail before Ms. Jurgensen sent it?

18          A     I believe I let her know that there would be an  
19 e-mail coming.

20          Q     Okay. And what is your understanding of the  
21 information that is being requested by this e-mail?

22          A     That it's information that the Legislature needed  
23 in order to make a policy determination.

24          Q     And that's as much as you can tell us?

1 A Yes.

2 Q So you're not aware that it's asking for  
3 information about credit-deficient students?

4 A It does say weighted funding credit-deficiency  
5 collection. So I guess, yes.

6 Q Did you read this e-mail before just now?

7 A I don't recall if I did or not.

8 Q Okay. Would you take a minute and familiarize  
9 yourself with it now.

10 A Mm-hmm.

11 I have reviewed it, yes.

12 Q Okay. Having reviewed it, does it refresh your  
13 recollection as to whether you read the e-mail before this  
14 morning?

15 A No, it does not.

16 Q Okay. And it is requesting, it looks like,  
17 information from charter schools that you sponsor about  
18 the number of students that are credit-deficient that  
19 those schools serve; is that an accurate characterization?

20 A It is believed that it appears to be requesting  
21 self-reported data from schools regarding a variety of  
22 things.

23 Specifically, it asks for the district  
24 identification number; the district name, which would be

1 State Public Charter School Authority in this case; the  
2 school ID, which is a code specific to each charter  
3 school; a descriptive name; then a unique identifier for  
4 each student if there is a -- that is on the state side;  
5 if there is any local unique identifier that is different;  
6 an ethnicity code; a free/reduced lunch code that is  
7 either a one or a zero; an IEP code saying yes or no, the  
8 student has an IEP; a one or a zero related to whether the  
9 student is an English language learner; a one or a zero  
10 related to whether the student is gifted and talented.

11 And then a -- and then it appears that it is also  
12 asking for the total number of credits that a student  
13 received -- earned at the end of the 11th grade and at the  
14 end of 12th grade.

15 Q Thank you. And it's fair to say you've been  
16 highly active in the current legislative session regarding  
17 education and charter school policy?

18 A Actually, I would say I've been less active than  
19 I would like to be, but I've certainly been active, yes.

20 Q Fair enough. How frequently are you at the  
21 Legislature on average?

22 A At least an hour a day.

23 Q Okay. And in the course of that involvement with  
24 the Legislature, do you have any understanding as to why

1 the Legislature is interested in receiving this  
2 information?

3 A My understanding is that legislators were  
4 interested in looking at a variety of characteristics in  
5 determining potential mechanisms for funding schools and  
6 school districts with relation to the weighted funding  
7 formula.

8 ACTING CHAIR GUINASSO: Ms. Granier, I'm just  
9 going to interject. The original objection was relevance,  
10 and I --

11 MS. GRANIER: I'm getting there.

12 ACTING CHAIR GUINASSO: -- allowed some leeway.  
13 And just like I gave Mr. Ott some leeway, I'm giving you  
14 that leeway. But I just want to advise you that it's a  
15 short leash, not a long leash.

16 MS. GRANIER: Understood. I'm getting there. My  
17 next question should help reflect to you why this is  
18 relevant.

19 BY MS. GRANIER:

20 Q And with respect to the Legislature looking at  
21 weighted fund for credit-deficient students, would you  
22 agree there is at least an inquiry as to whether  
23 additional funding might be necessary to serve  
24 credit-deficient students?

1           A     That, I believe, was certainly one of the things  
2 that was under consideration. I was not present at the  
3 hearing where that -- where that bill was discussed so I  
4 can't speak to either what was discussed during that  
5 hearing.

6                     And my understanding is it's up in a work  
7 session. So I have no idea what the ultimate  
8 determination of the Legislature will be.

9           Q     Okay. Have you received any responses to this  
10 e-mail request, or do you know if your staff has received  
11 any responses?

12           A     I'm not aware of any responses.

13           Q     Have you yourself ever considered the  
14 difficulties schools might face when serving  
15 credit-deficient students?

16           A     Absolutely.

17           Q     And so you acknowledge that there are challenges  
18 for schools that receive students that are  
19 credit-deficient when they arrive?

20                     MR. OTT: I'm going to renew my relevance  
21 objection. This whole line of questioning is about  
22 speculative future legislative activities that would not  
23 affect any of the graduation rates under consideration in  
24 this hearing.

1 MS. GRANIER: Actually, that question had nothing  
2 to do with future and legislative intent. That question  
3 had to do with Mr. Gavin's expertise about challenges  
4 schools face in serving credit-deficient students, which  
5 is materially at issue here today because we believe it is  
6 compelling evidence as to the grad rate.

7 ACTING CHAIR GUINASSO: One of Ms. Granier's  
8 central arguments, as I understand it, is that their  
9 school serves a disproportionately large credit-deficient  
10 population. And so I'll allow some questioning along  
11 those lines so that she can try to establish that argument  
12 through the testimony.

13 MS. GRANIER: Thank you. Can we get the court  
14 reporter to read my question back, please? I don't know  
15 that I can get it exactly as I did.

16 ACTING CHAIR GUINASSO: Yesterday that was  
17 difficult. Let me find out if it's --

18 MS. GRANIER: Okay.

19 ACTING CHAIR GUINASSO: Madam Court Reporter, can  
20 you read the last question back?

21 MS. OSBORNE: Hold on just a sec. We have to get  
22 the mic over to her.

23 (The record was read by the reporter as  
24 follows:

1 "Question: And so you acknowledge that  
2 there are challenges for schools that  
3 receive students that are credit-deficient  
4 when they arrive?")

5 ACTING CHAIR GUINASSO: Okay. Go ahead and  
6 answer the question, Mr. Gavin.

7 THE WITNESS: I believe I said yes, I am aware  
8 that schools that -- any school, which would be any school  
9 in the state, that receives a credit-deficient student --  
10 and I'm not aware of any school in the state that does not  
11 receive credit-deficient students -- has to meet that  
12 student's needs, and that that is more challenging than  
13 meeting the needs of a student who arrives on grade level.

14 BY MS. GRANIER:

15 Q Thank you. And yesterday, you testified as to  
16 NCA's population of English language learners. Do you  
17 recall that testimony?

18 A I do recall that, yes.

19 Q Okay. So what is NCA's population of  
20 credit-deficient students?

21 A That is not information that is reported as  
22 part -- under Nevada Report Card.

23 Q Do you have access to that information?

24 A I believe that you provided self-reported data

1 over a year ago in relation to a potential consideration  
2 for adding NCA as a potential alternative ed school. I  
3 don't have that in -- I don't have that number off the top  
4 of my head, no.

5 But I do recall that it was well below the  
6 statutory cutoff for a school to be considered as a school  
7 serving alternative education students, which is to say  
8 that it was not dissimilar, to the degree that we know,  
9 from any other comprehensive high school in the state.

10 Q And when you say to the degree that we know, to  
11 what degree do you know how many credit-deficient students  
12 are served in other comprehensive high schools in the  
13 state?

14 A That is a very good question, Ms. Granier. As  
15 that information is not reported statewide, there is no  
16 way to know that.

17 Q So when you said just now under oath, to the  
18 degree that we know, what is the degree that you know?

19 A That is purely anecdotal. That is a fact, yes.

20 Q Okay. And when we provided you the information  
21 of the number of credit-deficient students we have served  
22 in the 2015 and 2016 year cohorts relative to this matter,  
23 did you review that information?

24 A Can you please repeat the question?

1 Q Sure. NCA provided you information relative to  
2 the 2015 cohort as to the number of credit-deficient  
3 students it served within that cohort.

4 A Is there an exhibit to that effect?

5 Q My question to you is simply: Do you dispute  
6 that?

7 A You're asking me to -- whether I have reviewed  
8 something when I don't have -- I don't -- I don't know  
9 what document you're referring to.

10 Q Okay. We'll get there. We'll get to the  
11 documents.

12 Do you have any recollection that you reviewed  
13 information from Nevada Connections Academy about the  
14 number of credit-deficient students it serves?

15 A I specifically recall the information that was  
16 provided to the board back in either May or June of 2016  
17 related to the total number of students who were -- who  
18 met the statutory definition of being credit-deficient of  
19 more than two years, which was the information that we are  
20 permitted to collect via statute.

21 Q Okay. And did you take some time to review that  
22 information?

23 A Absolutely.

24 Q And so what's your recollection of that

1 information?

2 A That you serve far less than the number of  
3 students necessary to qualify as an alternative education  
4 school.

5 Q Understood, but relative to the number of  
6 credit-deficient students that other high schools serve in  
7 the state.

8 MR. OTT: Objection. Asked and answered. We've  
9 already gone through the data available for other high  
10 schools in the state.

11 MS. GRANIER: I think that's an improper speaking  
12 objection, and I would ask that you admonish Counsel not  
13 to make suggestive objections to the witness as to how he  
14 should respond.

15 ACTING CHAIR GUINASSO: It was a valid objection,  
16 but overruled. You can continue to ask this line of  
17 questioning.

18 But when you're referring to documents, let's  
19 make sure we know what the document is that you're  
20 referring to and the date so that we don't cause the  
21 witness to try to speculate because what you may have in  
22 mind is the document that's at issue, and what he may have  
23 in mind may be two different things, and I just want to  
24 make sure we're good on that.

1 MS. GRANIER: I understand, and I appreciate  
2 that. And right now, I'm just trying to -- I am just  
3 referring to the collective discussions that NCA has had  
4 over the past year and a half with Director Gavin on this  
5 issue.

6 ACTING CHAIR GUINASSO: All right. That's great,  
7 okay. And I'll allow the questioning. It was brought up  
8 during direct. You know, I'll certainly allow you some  
9 leeway to ask some cross-examination questions on those  
10 issues.

11 MS. GRANIER: Thank you.

12 So I'm sorry, Madam Court Reporter, now I'm  
13 remembering I need to slow down again. Would you read  
14 that last question back for me.

15 (The record was read by the reporter as  
16 follows:

17 "Question: Understood, but relative to the  
18 number of credit-deficient students that  
19 other high schools serve in the state.")

20 BY MS. GRANIER:

21 Q So the question I was trying to pose before the  
22 objection was you keep referring back to the Alternative  
23 Performance Framework, and I just want to be clear so we  
24 can save time here.

1 I'm not asking you questions about whether NCA  
2 serves the 75 percent required for that, to meet that  
3 framework or apply for it.

4 What I'm asking you is: How does NCA's  
5 credit-deficient population compare to other high schools  
6 in the state?

7 A The only other high schools that I can compare it  
8 to are other high schools that are sponsored by the  
9 Authority because that is the only -- and schools that  
10 submitted that information. There are high schools that  
11 serve a higher portion of credit-deficient students than  
12 NCA.

13 Q Which ones?

14 A Beacon Academy of Nevada which has a  
15 significantly higher graduate rate than NCA.

16 Q Beacon Academy was also subject to closure  
17 proceedings similar to NCA?

18 A That is correct.

19 Q And did you take into account relative to those  
20 closure proceedings the number of credit-deficient  
21 students that Beacon served?

22 A The school offered entry into a settlement that  
23 allowed the school to transition to the Alternative  
24 Performance Framework.

1           Q     But my question for you is a little bit different  
2 than that. Not the ultimate outcome. Did you take into  
3 consideration, relative to those closure proceedings, the  
4 number of credit-deficient students that Beacon served?

5           MR. OTT: I'm going to object as vague. What do  
6 you mean by his consideration?

7           MS. GRANIER: The witness didn't say that he  
8 didn't understand the question. So again, I think it's an  
9 improper attempt to coach the witness, making these types  
10 of objections.

11          ACTING CHAIR GUINASSO: I don't discern that, but  
12 nevertheless, I think the questioning that you're getting  
13 at is fair questioning.

14          Mr. Gavin, listen to the question, and then  
15 respond to the question presented.

16          Can you just repeat the question? And maybe  
17 restate it so that it's a little bit clearer. So just --  
18 I think you were asking about whether credit deficiency  
19 was considered during the --

20          MS. GRANIER: I got it now. Thank you.

21 BY MS. GRANIER:

22          Q     Relative to the closure proceedings for Beacon,  
23 did you consider the number of credit-deficient students  
24 Beacon was serving?

1           A     I made the same recommendation with regard to  
2 Beacon as I did with NCA in terms of the issuance of a  
3 notice intent to revoke --

4           ACTING CHAIR GUINASSO: Mr. Gavin, I believe the  
5 question is: Was credit deficiency considered?

6           THE WITNESS: Yes. And since the school did not  
7 meet the statutory threshold for inclusion in the  
8 Alternative Performance Framework, that was one of the  
9 grounds that we -- that prompted the recommendation to  
10 issue a notice of intent to revoke -- I'm sorry, in that  
11 notice to terminate the -- terminate the charter contract  
12 of Beacon Academy.

13 BY MS. GRANIER:

14          Q     Do you recall meeting with Jafeth Sanchez, board  
15 president, myself, and Mr. Werlein and Mr. Ott around  
16 September of 2015?

17          A     I do recall there was a meeting, yes.

18          Q     Okay. And do you recall, at that meeting, NCA  
19 raised this credit-deficiency issue with you?

20          A     Not specifically, no.

21          Q     Okay. Do you recall that, at that meeting, you  
22 made reference to the fact that you did not believe that  
23 NCA served a greater population of credit-deficient  
24 students than the traditional public high school in Clark

1 County, for example?

2 A That -- that sounds consistent with my belief,  
3 yes.

4 Q Okay. And that belief was solely based on  
5 anecdotal information based on your testimony today.

6 A It was based on the -- yes. That is accurate.  
7 Yes, because there is -- again, this state does not and  
8 has not ever publicly reported this data point that you're  
9 referencing.

10 Q And have you ever made representations to this  
11 board about how the credit-deficient population that NCA  
12 serves compares to other schools in the state of Nevada?

13 A I have absolutely made the assertion that it is  
14 less than the 75 percent that is required under law. And  
15 hence, it is no different than the broad range of schools  
16 that service students across this state.

17 Q And again, to try to -- being sensitive to  
18 everyone's time today, I'm not asking you questions that  
19 relate to whether NCA hits that 75 percent threshold. So  
20 I just want to be clear with you again to try to save  
21 time.

22 My question to you is: Have you ever made  
23 representations to this board about how NCA's  
24 credit-deficient population compares to other high schools

1 in the state?

2 A I believe I've answered that question to the best  
3 of my ability.

4 Q And what's your answer?

5 A I just -- again, I have -- I have made  
6 representations to this board that the school, based on  
7 its own self-reported data, does not meet the 75 percent  
8 threshold of students who are more than two years behind.

9 And as such, it is no different than the broad  
10 range of schools that service students across this state  
11 that are not a part of the Alternative Performance  
12 Framework.

13 Q Do you have any recollection of making  
14 representations to this board in public meetings, recorded  
15 public meetings, that NCA does not serve a greater  
16 credit-deficient population than other high schools in  
17 this state?

18 ACTING CHAIR GUINASSO: Ms. Granier --

19 THE WITNESS: I believe I've answered that  
20 question.

21 ACTING CHAIR GUINASSO: I believe he did answer  
22 that question. You might not like the answer, but --

23 MS. GRANIER: It's not that I don't like the  
24 answer. I don't think he did answer my question. I'm

1 trying to get specifically, again -- I don't think it  
2 was -- I think that representation has been made. I think  
3 it was made apart from the 75 percent issue that Mr. Gavin  
4 keeps directing us to.

5 It was made relative to the issue you're  
6 considering today, and I think the representation left the  
7 impression on board members that NCA doesn't serve any  
8 more credit-deficient students than every other high  
9 school in this state.

10 And we have just heard that there is no evidence  
11 to support that statement. It is clearly just anecdotal.

12 ACTING CHAIR GUINASSO: All right.

13 MS. GRANIER: So I think it is material to  
14 decisions that have been made before this board today and  
15 also to today's hearing.

16 ACTING CHAIR GUINASSO: Okay. Remember to slow  
17 down for the court reporter and --

18 MS. GRANIER: I'm sorry. Thank you.

19 ACTING CHAIR GUINASSO: I get your argument, and  
20 I think everybody up here gets your argument. With regard  
21 to the questioning, he's answered the question.

22 If you want to impeach his question [sic] because  
23 you believe that you have a document or you have some  
24 other testimony that can impeach what he's just said, then

1 you certainly have the right to do that.

2 But asking the same question and hoping for a  
3 different answer, I think, would be somewhat futile at  
4 this point.

5 MS. GRANIER: Thank you.

6 BY MS. GRANIER:

7 Q You heard, before we got formally started with  
8 your cross-examination today, some discussion about a  
9 report from Dr. Garza. Do you recall that?

10 A I do recall that discussion, yes.

11 Q And it has been established that that document  
12 was uploaded to Epicenter prior to the March 30th hearing.

13 MR. OTT: Objection. It hasn't been established,  
14 and it's not a document that's in evidence.

15 MS. GRANIER: Okay. I'll rephrase.

16 BY MS. GRANIER:

17 Q Do you dispute that that document was uploaded to  
18 Epicenter prior to the March 30th hearing?

19 A I have no knowledge of that.

20 Q Of whether it was or it was not?

21 A That is correct.

22 Q Okay. Have you ever reviewed the document?

23 A Since it is not in evidence, no, I have not.

24 Q Okay. How do you go about preparing -- strike

1 that.

2 What information did you review prior to making  
3 your recommendation to the Authority that NCA had not  
4 cured?

5 MR. OTT: Can I just object because there's two  
6 relevant cure periods, and so we can clarify?

7 ACTING CHAIR GUINASSO: Yeah. You know,  
8 actually, that's a good point.

9 Why don't we start with the first notice of  
10 intent and the cure period, and then go to the second  
11 notice of intent, and then talk about that cure period.

12 MS. GRANIER: Okay.

13 ACTING CHAIR GUINASSO: I think it's a good  
14 question. And your question is: What information did you  
15 review in considering whether there was a cure or not?

16 And so but let's make sure we're clear about  
17 which cure period we're talking about.

18 MS. GRANIER: Fair enough. Thank you. Actually,  
19 I'll go in the reverse order just because of the document  
20 I'm referencing.

21 BY MS. GRANIER:

22 Q So relative to your decision as to whether you  
23 believed NCA had adequately proposed a cure to the  
24 February 2017 notice of intent, what evidence did you

1 review?

2 A It is my understanding -- and I wish to be  
3 really -- that the -- you and your office, Ms. Granier,  
4 let's say, your law office sent a large volume of exhibits  
5 and other information prior to the deadline that was set  
6 forth in the notice which -- and I believe -- and I can  
7 look through here to get the exact date. I believe it was  
8 in Exhibit 32.

9 Q That's okay. I don't need the date.

10 A No. No. I wish -- I would like to answer your  
11 question.

12 There was deadline that was specified for  
13 documentary evidence to be considered by the Authority  
14 board of no later than 5:00 p.m. Pacific time on  
15 March 24th.

16 I would note that we did request that all  
17 information be uploaded via Epicenter, as I believe you  
18 were well aware. Your office submitted the vast majority  
19 of its evidence via other means, primarily via electronic  
20 communications to Deputy Attorney General Ott.

21 To my knowledge, I have reviewed everything that  
22 was submitted by you prior to March 24th at 5:00 p.m. So  
23 yes.

24 Q So I apologize. Here's a better question for

1 you.

2 As you sit here today, I understand it's your  
3 position that NCA failed to propose an adequate cure in  
4 response to your February 17 notice of intent.

5 A That is correct.

6 Q And that's a very serious allegation given the  
7 32 -- over 3200 students here that we're talking about  
8 today. So I would just like to have a very clear record.

9 As you sit here today, what is your best  
10 recollection of the evidence you considered in making that  
11 decision?

12 Without reference to vague volumes of documents  
13 or when they were submitted, I just want to know what your  
14 recollection is as to what evidence you thought was  
15 important to review in reaching your determination.

16 A Ms. Granier, you submitted a letter proposing  
17 specific cures. That information was reviewed, and it was  
18 found lacking. If you would like to go through that  
19 letter, I'm happy to.

20 Q Okay. Other than that letter, did you consider  
21 any other evidence relative to whether it was appropriate  
22 to recommend closure of NCA?

23 MR. OTT: Objection --

24 ///

1 BY MS. GRANIER:

2 Q Based -- for the failure to cure the notice of  
3 intent issued in February 2017.

4 A Ms. Granier, you provided a letter proposing  
5 cures, and we review -- I reviewed that letter and any  
6 supporting documentation referenced in that letter to make  
7 a determination.

8 ACTING CHAIR GUINASSO: I'm just going to  
9 interject here. Seems to me the question is pretty  
10 straightforward.

11 And that is, as I understood the question, what  
12 information -- in the information that was provided to you  
13 by Connections Academy, what information was important to  
14 you that resulted in the conclusion that the cures that  
15 they proposed were not adequate.

16 Is that right, Ms. Granier?

17 MS. GRANIER: Yes. Thank you.

18 ACTING CHAIR GUINASSO: Okay. Could you answer  
19 that question?

20 So you reviewed all that information. We've  
21 established that. Now, of the information that was  
22 provided, what were -- I don't know. I don't want to put  
23 words in your mouth.

24 ///

1 BY MS. GRANIER:

2 Q What was material to your decision?

3 ACTING CHAIR GUINASSO: And maybe we could make a  
4 list of those things.

5 MS. GRANIER: That would be great.

6 ACTING CHAIR GUINASSO: And if you want to go  
7 through the letter, that may be helpful as well.

8 THE WITNESS: It would be helpful if you could  
9 refer me to the appropriate exhibit, Ms. Granier.

10 BY MS. GRANIER:

11 Q I can refer you to the letter, and then if  
12 there's anything you considered in addition to that  
13 letter, I would like to know that.

14 The letter is behind tab two of the binder that's  
15 in front of you.

16 ACTING CHAIR GUINASSO: So that would be, I  
17 believe, Exhibit B?

18 MS. GRANIER: B, yes. Thank you.

19 THE WITNESS: Okay. Thank you, Ms. Granier. I  
20 appreciate the clarification as to what I'm looking at  
21 here.

22 The letter contains, if I'm correct, six specific  
23 statements related to proposed cures. The first is the  
24 argument that this school -- that the Authority must

1 calculate the graduation rate --

2 BY MS. GRANIER:

3 Q I apologize for interrupting you. I'm just  
4 trying to save time for everyone.

5 I'm not asking you to go through why or why not  
6 the arguments in our cure letter were acceptable to you or  
7 not. I just want to make sure you understood my question  
8 and Member Guinasso -- Chairman Guinasso's clarification,  
9 which is we're just looking for a list of the evidence  
10 that you considered to be material to your decision. So I  
11 just want to save us all time.

12 A Okay. So with relation to statement one, we  
13 reviewed the applicable statute.

14 With relation to bullet No. 2, let me -- and  
15 allow me to make sure I'm refreshing my memory with this  
16 document.

17 ACTING CHAIR GUINASSO: So just for our  
18 edification, I just want to understand. So we had the  
19 question. The answer was you relied on the information  
20 that Connections provided to you which is codified in the  
21 letter marked as Exhibit B.

22 And now what we're doing is pointing out the  
23 pieces of that letter that were determinative in your  
24 consideration; is that right?

1 THE WITNESS: That is correct.

2 ACTING CHAIR GUINASSO: Okay.

3 THE WITNESS: So with regard to point one, yes.  
4 We reviewed the applicable statute and disagreed with your  
5 conclusion.

6 With regard to point two, we reviewed the  
7 applicable statute and disagreed with your argument.

8 With regard to point three, you reference, for  
9 example, the graduation improvement plan that you  
10 provided, the May graduation rate improvement plan. And  
11 you also -- and you note that the school has -- wanted to  
12 propose a revised benchmark.

13 This school set a target in its graduation rate  
14 improvement plan of 45 percent for '16-'17. It did not  
15 meet that target.

16 Your attempt to retroactively ask for a separate  
17 benchmark and target would be more advantageous is -- was  
18 reviewed and was rejected.

19 You then again argue for a --

20 BY MS. GRANIER:

21 Q I'm sorry.

22 A -- separate --

23 Q Before you move on to that, just to be sure, was  
24 that the only reason you rejected the graduation rate

1 improvement plan in bullet point No. 3?

2 A There's more stuff in bullet point No. 3, I  
3 think, so I just --

4 Q Okay.

5 A -- wanted to go through that.

6 So I just looked at the next page.

7 ACTING CHAIR GUINASSO: Just for clarity, we're  
8 still in bullet point No. 3?

9 THE WITNESS: Mm-hmm.

10 ACTING CHAIR GUINASSO: Thank you.

11 THE WITNESS: You then propose a financial  
12 penalty, which I believe has been discussed previously.  
13 But I reviewed this, and we do not have the Authority to  
14 assess any type of financial penalty to a school. There  
15 is no mechanism in statutes for us to take payments from a  
16 school related to a penalty, nor would ---- nor does the  
17 Department of Education.

18 BY MS. GRANIER:

19 Q Is there a -- and on that note, is there a  
20 mechanism in a statute that allows you to require a  
21 charter school to waive its rights to judicial review if  
22 in a contract with you?

23 MR. OTT: Objection. NRS 48.105 settlement  
24 discussion we had discussed about previously.

1 MS. GRANIER: I haven't made any reference to any  
2 settlement discussion. It's just a question about what he  
3 says he's allowed to do under statute, which he brought up  
4 relative to the financial penalty.

5 ACTING CHAIR GUINASSO: And I agree. I will  
6 allow the question.

7 MS. GRANIER: Thank you.

8 THE WITNESS: This gets to advice that I've  
9 received from counsel that I think is covered by  
10 privilege.

11 BY MS. GRANIER:

12 Q And I don't -- I definitely don't want you to  
13 tell me advice from counsel. My question doesn't require  
14 that.

15 It's simply: You stated that there is not  
16 statutory authority for you to collect such a financial  
17 penalty as was proposed. So I'm -- as part of a cure.

18 So what my question to you is, simply, since  
19 you're looking to statutory authority for your ability to  
20 accept proposals, is there statutory authority for you to  
21 force a school to waive its rights to judicial review in a  
22 contract with you?

23 ACTING CHAIR GUINASSO: Ms. Granier, before he  
24 answers that question, I just want to note, was that

1 addressed in this letter, the judicial review issue?

2 MS. GRANIER: Actually, it was because one of the  
3 exhibits -- thank you for bringing up that point.

4 Exhibit B-11 was part of our proposed cure. And  
5 that was a draft charter contract that we submitted back  
6 to the Authority asking if that was an adequate cure  
7 because the Authority had proposed that a contract could  
8 perhaps provide a cure.

9 ACTING CHAIR GUINASSO: But this B-11 was not  
10 included as yet because you were going to provide some  
11 documentation with regard to its date.

12 MS. GRANIER: Yes, and I do -- I did find the  
13 e-mails -- well, two things.

14 First of all, I did find e-mails last night that  
15 are being copied this morning to show that the first  
16 contract was exchanged prior to litigation commencing.  
17 That would be a different version of the contract, though.

18 This version of the contract that has been marked  
19 as B-11 is the version of the contract that NCA sent to  
20 Mr. Gavin as part of its proposed cure in the letter that  
21 he is reviewing with us right now.

22 ACTING CHAIR GUINASSO: Okay. All right. That  
23 makes sense to me.

24 You can answer the question to the best of your

1 ability, Mr. Gavin.

2 THE WITNESS: Based on the representations that I  
3 received from counsel, and based on the decisions of this  
4 board, it is my understanding, yes, that we do have that  
5 authority to impose -- or to have that be a negotiating  
6 point. Yes, absolutely.

7 BY MS. GRANIER:

8 Q Okay. And I'm not asking the same question. I'm  
9 just trying to get my question that I did ask answered.

10 I'm not asking you about any advice you received  
11 from counsel or any direction from this board.

12 My question is, simply, can you identify a  
13 statute which gives you the authority to do that?

14 A This is a contract, and it is subject to contract  
15 law, which means that, with regard to areas of policy and  
16 how this school chooses to -- and the relationship between  
17 this school and the Authority with regard to how it  
18 conducts its business and for what is accountable, that  
19 there is -- that the contract -- that that is permissible  
20 under contract.

21 I would note also that your representation that,  
22 at any point, that we stated that the school had to waive  
23 right to judicial review is inaccurate.

24 Q Okay. Thank you.

1           A     Let me be very clear about what the intent --  
2 what was -- we specifically said the matters that will be  
3 subject to review by the court are whether or not the  
4 school met the target.

5           I believe that that -- I think that provides  
6 ample judicial review in the event that we erred in some  
7 way in the calc -- and we were wrong in terms of what the  
8 graduation rate was that was reported by the State.

9           Q     So since you brought that up, I'd like to explore  
10 that a little bit further.

11           It would prohibit the school from challenging in  
12 court if we had a disagreement on how you reached that  
13 rate. Not an error -- you're talking about a mathematical  
14 error, if I understand you correctly.

15           But if we had a disagreement, as we do here today  
16 in these proceedings, about the relevant factors to  
17 consider with respect to that rate, that would not be  
18 allowed to be subject to judicial review under the  
19 provision you proposed in that contract.

20           A     The Authority does not calculate a graduation  
21 rate. That is the domain of the Department of Education.

22           Q     So my question to you is not whether you  
23 calculate a graduation rate.

24           My question to you was -- you said I was

1 misrepresenting that there was a requested waiver of  
2 judicial review in the contract provision.

3 My question to you is whether, if the school  
4 disagreed with you about the number -- how you were using  
5 that provision in the contract to say a receiver should be  
6 appointed, for example, to that school, would they be able  
7 to seek judicial review under that contract provision?

8 MR. OTT: I'm going to object as speculative.  
9 The document's not in evidence so there's no language to  
10 anchor the statement.

11 MS. GRANIER: And Mr. Gavin opened this up. He  
12 testified about the language and what it was and what it  
13 meant and said that I was misrepresenting. So I should be  
14 allowed to pursue this line of questioning.

15 ACTING CHAIR GUINASSO: So here's -- Mr. Gavin is  
16 not an attorney so he's not going to be able to answer  
17 legal questions.

18 MS. GRANIER: I understand. I understand.

19 ACTING CHAIR GUINASSO: But he can speak to the  
20 intent with regard to negotiations.

21 And I think the reason why you're bringing up  
22 judicial review is, as a part of what the Authority wanted  
23 as a part of the cure, I mean, that is they wanted to  
24 limit judicial review. If I understand this right, they

1 wanted to limit judicial review to what Mr. Gavin just  
2 testified to as a part of an acceptable cure.

3 So insomuch as you want to explore that intent  
4 and why that would be an effective cure, a part of an  
5 effective cure in his opinion, I think we're on point.

6 But if you're asking him to make legal  
7 conclusions and give --

8 MS. GRANIER: I am not.

9 ACTING CHAIR GUINASSO: -- legal analysis, try to  
10 just avoid that.

11 MS. GRANIER: I am not. Thank you. I'm not.

12 He stated what the law was, and he stated what he  
13 thinks about contract law and that the Authority can do  
14 these things under contract. So I was just exploring that  
15 because he --

16 ACTING CHAIR GUINASSO: He didn't answer your  
17 question directly. You asked for a statute --

18 MS. GRANIER: Exactly.

19 ACTING CHAIR GUINASSO: -- and he's talked about  
20 contract law.

21 So probably would have been better to say yes or  
22 no to that question. And some of these questions are yes  
23 and no. So in that regard, it would speed things up a  
24 little bit if, in response to questions that are yes or

1 no, you answer yes or no or I don't know. And then if you  
2 want to provide an explanation, of course, you can do  
3 that. I think it will help speed things along, though.

4 MS. GRANIER: Thank you.

5 THE WITNESS: I'm sorry. Could you repeat your  
6 question?

7 BY MS. GRANIER:

8 Q Yes. Was it your intention that the school would  
9 not be able to raise certain arguments about the trigger  
10 for appointment of a receiver to a judge with the  
11 provision included in that contract that I referred to as  
12 a judicial waiver?

13 A The intention was to define on the front end what  
14 the applicable law was, and that is to say the graduation  
15 requirement that is set forth in the statute.

16 ACTING CHAIR GUINASSO: I wasn't sure, Mr. Gavin.  
17 Was that a yes or a no?

18 THE WITNESS: I'm -- I -- I'm --

19 MS. GRANIER: That's the problem.

20 THE WITNESS: I'm really unclear here as to --

21 ACTING CHAIR GUINASSO: Okay. Let's take a  
22 two-minute recess.

23 Mr. Ott, would you take some time with your  
24 client? I just -- one of the things that's difficult for

1 us is there are questions being asked, and they're yes or  
2 no questions or I don't know. And so maybe you could talk  
3 to your client about addressing those questions like that.

4 And then we can come back and just make sure  
5 that, you know, we're answering the questions that are yes  
6 or no, yes or no.

7 And then if you want to provide an explanation at  
8 that point, that's always fine. But it's hard for us to  
9 understand what the answers to the question are when a  
10 question is asked and then there's a different narrative  
11 that's provided.

12 MS. GRANIER: And I appreciate that very much.  
13 So thank you for that.

14 I would ask that you -- I do not think that's  
15 appropriate while the question is pending. I would simply  
16 ask that he answer the question that is pending, and then  
17 I would be happy to take that break to save us all time.

18 ACTING CHAIR GUINASSO: Yeah. That would be  
19 good.

20 And, Mr. Ott, if you have objections or want  
21 to -- just let me know. It's just I'm struggling up here  
22 to follow the testimony because, you know, the questions  
23 aren't being answered as directly as I think they need to  
24 be.

1 THE WITNESS: And I apologize. That's not my  
2 intent. So let me be very direct.

3 Yes. Yes. That is correct.

4 BY MS. GRANIER:

5 Q Yes, that was your intent?

6 A Yes.

7 Q Okay. Thank you.

8 MS. GRANIER: Now we can take a break.

9 MEMBER JOHNSON: The last question -- I'm now  
10 unclear as to what the last question was. I know I got --

11 MS. GRANIER: It related to whether it was  
12 Mr. Gavin's intent that the school be limited with respect  
13 to the arguments it could raise in judicial review.

14 ACTING CHAIR GUINASSO: But in answer to your  
15 previous question, it wasn't to foreclose judicial review  
16 in its entirety, if I understood your testimony correctly;  
17 is that right?

18 THE WITNESS: That is accurate, yes. Thank you,  
19 Mr. Chairman.

20 MEMBER JOHNSON: The question was: Was it the  
21 intent to --

22 MS. GRANIER: -- limit the arguments that NCA  
23 would be able to raise to a court?

24 THE WITNESS: Yes. The intent was to define the

1 scope of what was in dispute. So yes. Affirmatively.

2 ACTING CHAIR GUINASSO: All right. If you want  
3 to continue, we'll continue.

4 Mr. Ott, if you want to talk to your client, I'll  
5 let you.

6 I want to make it clear that there is a question,  
7 and then there's an answer. And if you can't answer the  
8 question for some reason, just say that. But if it's a  
9 yes/no, answer yes/no. If you need to provide an  
10 explanation, provide an explanation. But let's try to  
11 avoid the narrative piece of it unless the question calls  
12 for a narrative.

13 THE WITNESS: And I apologize. This is the first  
14 time I've ever been cross-examined. So this is rather new  
15 to me.

16 MS. GRANIER: Are we taking a break?

17 (Discussion off the record.)

18 ACTING CHAIR GUINASSO: Yeah, that's good. All  
19 right.

20 Just when you're asking your questions to elicit  
21 a yes/no answer, maybe make it clear that you're looking  
22 for a yes/no answer. And then if he wants to provide an  
23 explanation, then he can provide that. That might be  
24 helpful for a person who hasn't testified before in this

1 capacity.

2 MS. GRANIER: I'll try to keep that in mind.

3 Thank you.

4 ACTING CHAIR GUINASSO: Thank you.

5 MS. GRANIER: Are we taking a break?

6 ACTING CHAIR GUINASSO: No. I guess we're going  
7 to go forth.

8 MS. GRANIER: Okay. Very good.

9 BY MS. GRANIER:

10 Q So back to Exhibit 2, the cure letter and your  
11 analysis of this cure letter. I believe -- and if I  
12 misstate, please correct me.

13 But I believe it was your testimony just a little  
14 bit ago that you had no statutory authority to require  
15 such a financial penalty or collect a financial penalty;  
16 is that correct?

17 A Yes.

18 Q And just now, we are clear that you have not  
19 identified any statutory authority to limit a school's  
20 ability to raise certain issues on judicial review. Yes  
21 or no?

22 A I don't know the answer to that.

23 Q Okay. I believe that's inconsistent with your  
24 prior testimony just now.

1           So you believe there's a statute that is clear  
2 that you can limit a school's ability to raise certain  
3 arguments on judicial review?

4           ACTING CHAIR GUINASSO: He just said he didn't  
5 know the answer to that question, I believe.

6           MS. GRANIER: Well, I know, but the answer before  
7 we thought we were going to take a break was -- I'm sorry.  
8 That was a different question. Okay.

9 BY MS. GRANIER:

10          Q     So you don't know if there's a statute?

11          A     I'm not attorney. I don't know.

12          Q     Okay. Are you aware -- so you can't identify any  
13 statute that allows you to do that, as you sit here today?

14          A     That is correct.

15          Q     Okay. But you did include such a provision in a  
16 proposed contract with a school that you deemed an  
17 acceptable cure?

18          MR. OTT: I'm going to object to the reference to  
19 the contract. It's not in evidence.

20          MS. GRANIER: Okay. We've marked it as B-11, and  
21 it's part of the school's proposed cure.

22          ACTING CHAIR GUINASSO: Yeah. I'm going to make  
23 a motion now, considering that it was a part of the  
24 proposed cure letter that was -- that's now been marked as

1 Exhibit B, that we go ahead and allow B-11 in.

2 I still would like to know the date of that, but  
3 because that was -- whatever the date was, it was sent  
4 with, I think, the March 24, 2017, cure letter.

5 I don't think that's a settlement negotiation.  
6 It's a part of what you're statutorily obligated to do,  
7 and that is propose a cure.

8 So I'd like to move for admission of B-11. Can I  
9 get a second?

10 MEMBER JOHNSON: Member Johnson, second.

11 ACTING CHAIR GUINASSO: All right. All those in  
12 favor?

13 MEMBER JOHNSON: Aye.

14 MEMBER LUNA: Aye.

15 VICE CHAIR MACKEDON: Aye.

16 ACTING CHAIR GUINASSO: Aye.

17 Any opposed?

18 (No audible response.)

19 ACTING CHAIR GUINASSO: Okay. Motion carries.

20 So B-11 is now a part of the record.

21 MS. GRANIER: Thank you.

22 And I apologize, Madam Court Reporter. Could you  
23 read the last question back before the motion?

24 THE COURT REPORTER: Yes. Just a moment.

1 MEMBER GARDNER: This is Member Gardner. Member  
2 Guinasso?

3 ACTING CHAIR GUINASSO: Yes. Yes, Member  
4 Gardner?

5 MEMBER GARDNER: I apologize. I don't know if  
6 you -- sorry. I don't know if you heard my nay on that  
7 last motion.

8 ACTING CHAIR GUINASSO: Okay. So it was -- for  
9 the record, Member Gardner, on the last motion, voted no.  
10 Member Mackedon, Chair Johnson, myself, and Member Luna  
11 voted yea.

12 MEMBER GARDNER: Do you mind if I do a quick  
13 explanation why?

14 ACTING CHAIR GUINASSO: Not at all.

15 MEMBER GARDNER: I apologize for missing the time  
16 frame.

17 ACTING CHAIR GUINASSO: I should have asked for  
18 discussion. I apologize for that.

19 MEMBER GARDNER: It's my understanding, based on  
20 the questioning that we've had today, that that discussion  
21 that B-11 was actually done after litigation had begun and  
22 was likely a settlement document.

23 I don't believe a settlement document should be  
24 allowed as an exhibit in this because that would be

1 excluded under the settlement document clause.

2 ACTING CHAIR GUINASSO: Yeah. I think we noted  
3 that the one thing that -- I think that transforms this  
4 document a little bit is the fact that it was submitted  
5 with a cure -- a proposed cure letter that we've admitted  
6 into evidence and is referenced in that letter. And so I  
7 think, on that basis, it falls outside of the purview of  
8 the settlement discussions.

9 So I just want to make that clear for the record  
10 in terms of the thinking as to why we allowed that  
11 document in because it was not a part of settlement  
12 negotiations as much as it was a part of the proposed cure  
13 that NCA was proposing, if I understand that correctly.

14 MS. GRANIER: You do. I would like to add just  
15 one thing quickly so we have a very clear record and I  
16 haven't created any misconception here. And that is,  
17 there are many versions of that contract.

18 There was, yesterday, discussion of the fact that  
19 the first version of that contract which was proposed by  
20 the Authority was provided to the school prior to any  
21 litigation. And I do have evidence of e-mails to  
22 demonstrate that, but that was a different document that  
23 we were talking about yesterday.

24 The document that is attached as B-11, you are

1 correct, was part of our cure, and so it was submitted as  
2 part of the cure letter.

3 ACTING CHAIR GUINASSO: That's great. Appreciate  
4 the clarification. I just think, in deciding whether the  
5 cure is effective or not, we need to consider that  
6 document as a board. It's a part of the cure, not  
7 necessarily a part of a litigation settlement, as far as I  
8 read it. At least the way that it's presented with this  
9 Exhibit B.

10 So anything further, Member Gardner? Okay.

11 MEMBER GARDNER: No. That was it. I just wanted  
12 to get that objection. Thank you.

13 (Motion to accept Exhibit No. B-11 made,  
14 seconded, and carried, with Member Gardner  
voting nay.)

15 ACTING CHAIR GUINASSO: Madam Reporter, we have  
16 been awful to you.

17 MS. GRANIER: Sorry.

18 ACTING CHAIR GUINASSO: I would hate to be in  
19 your job right now, trying to keep track of our  
20 discussions. But nevertheless, there was a question  
21 pending before we had this brief discussion on the prior  
22 motion. Can you get to that question?

23 THE COURT REPORTER: Yes. Just a moment.

24 (The record was read by the reporter as

1 follows:

2 "Question: But you did include such a  
3 provision in a proposed contract with a  
4 school that you deemed an acceptable cure?")

5 THE WITNESS: Yes.

6 BY MS. GRANIER:

7 Q And based on that answer and a prior answer about  
8 your ability to contract with schools and some flexibility  
9 to contract about things, why couldn't you enter into a  
10 contract with the school, from your perspective, to  
11 provide for such financial penalty if you deemed it  
12 appropriate?

13 A We do not administer distributive school account  
14 funds. We do not have -- there is nowhere in the statute  
15 that provides for us to receive any payment from schools  
16 other than -- so that is a -- so that was the -- that was  
17 certainly a concern.

18 And then additionally, as I -- as I think I  
19 discussed yesterday, it also seemed, frankly,  
20 inappropriate in terms of taking funds away from students  
21 that -- funds the school could use to serve what you have  
22 stated yourself is a high-need population.

23 Q And again, I'm sorry. That wasn't my question.  
24 My question to you wasn't whether you deemed it

1 appropriate.

2 In fact, I said if you deemed it appropriate, is  
3 there a reason you think you could not include such a  
4 provision in a contract as a cure?

5 ACTING CHAIR GUINASSO: I think he answered and  
6 said that there was no authority. I think he answered  
7 that question.

8 MS. GRANIER: Well, he did, and his reason was  
9 because there was no statute. And then I went through  
10 several lines of questions about there not being a statute  
11 about a provision for a contract. And so I'm trying to  
12 follow up on the previous line of questioning.

13 ACTING CHAIR GUINASSO: Okay. Maybe just  
14 rephrase the question a little bit to get to the point  
15 you're trying to make. That would be good.

16 MS. GRANIER: Okay.

17 ACTING CHAIR GUINASSO: All right. Thanks.

18 THE WITNESS: I am not aware of any statute that  
19 permits us to accept that kind of a payment or penalty  
20 from a school.

21 BY MS. GRANIER:

22 Q And is that the reason -- strike that.

23 So do you believe you need express statutory  
24 authority for any provision you include in a contract with

1 a charter school?

2 A No.

3 Q Okay. You spoke yesterday of your experience  
4 over 19 years in the charter school industry. Do you  
5 recall that?

6 A I do.

7 Q Are you familiar with any financial mechanisms in  
8 other states such as Florida and Texas where online  
9 schools are paid based on their level of performance and  
10 student achievement?

11 A I am aware of that, yes.

12 Q Okay. I think I had interrupted you. You were  
13 going through your list of all of the evidence you  
14 considered in reaching your determination that the school  
15 had failed to adequately address the notice of intent from  
16 February 2017.

17 A Yes. So we -- I think we just touched on that  
18 calculation, the penalty.

19 ACTING CHAIR GUINASSO: And we're still on point  
20 No. 3; is that right?

21 THE WITNESS: Yes. And I believe -- I'm just --  
22 it appears that everything else under bullets 1 --  
23 subpoints 1 and 2 of -- and again, just to be clear, I'm  
24 looking at number R -- the page number R0012, and now

1 moving to R0013.

2 So I think that -- so I think everything else  
3 here is related to the penalty under point 3.

4 With regard to point 4, the points here relate to  
5 a proposed cure that would provide that the school would  
6 reconstitute its governing body based on one member a  
7 year. We determined that was insufficient.

8 BY MS. GRANIER:

9 Q Why was that insufficient, while you're there?

10 A Number one, it would involve the school  
11 continuing to self-perpetuate its governing body. This  
12 level of replacementship is really no different than what  
13 many boards do on a regular basis anyway.

14 So and most importantly, it does not provide for  
15 the full replacement of the board, and it provides for an  
16 acceptable degree of continuity between the existing board  
17 and the future -- and any future board.

18 So it is not a reconstitution. It is simply --  
19 it's no different really than what we see in the bylaws of  
20 a lot of schools that turn people out or what have you.

21 Q Every year?

22 A That is certainly something that has been  
23 observed across the country, yes.

24 Q Are there bylaws of charter schools in Nevada

1 where they replace their board members every year --

2 A I'm sorry. Individual board -- so like term  
3 limits or what have you. I'm aware of a number of schools  
4 that do have term limits for board members, yes.

5 Q And is the term limit just one year?

6 A That's ultimately the discretion of that school.

7 Q Right, but are you aware of any term limits where  
8 you have a charter school and the board replaces the  
9 members every -- a member -- every member just serves one  
10 year?

11 A I don't believe -- that is not what I was saying.

12 Q Okay. Yesterday, on this issue, you testified  
13 that -- I think you said something like there's a growing  
14 body of evidence that wholesale replacement of the  
15 governing board has been proven to improve graduation  
16 rate.

17 Did I understand that testimony correctly?

18 A I think I spoke more broadly of school  
19 performance, yes. And I believe I referenced a number of  
20 initiatives around the country where there is documentary  
21 evidence of that.

22 Q So is there any evidence that you're aware of  
23 that wholesale reconstitution of the board makes a  
24 dramatic change to a graduation rate issue?

1           A     I can't speak to that specifically.

2           Q     Okay. So with respect to the growing evidence  
3 that you were speaking to yesterday, can you give us very  
4 specifically what that evidence is?

5           A     I believe I spoke specifically yesterday about a  
6 number of restart initiatives, and reconstitution is a  
7 form of restart. Specifically, the Harlem Prep restart in  
8 New York City. A number of restarts conducted by -- as --  
9 by Mastery Charter Schools, and I would note restart as  
10 well as charter conversion of an existing public school to  
11 a charter school in the city of Philadelphia, those are  
12 the two that specifically came to mind at the time.

13          Q     So I just want to be sure I have a very clear  
14 record on this.

15                     With respect to your example that you were  
16 relying upon yesterday when you spoke of this growing body  
17 of evidence, do you know what the circumstances were for  
18 Harlem Preparatory?

19          A     In the case of Harlem Prep, there was an existing  
20 school called Harlem Day which had -- had initially had  
21 strong academic -- or relatively strong academic  
22 performance in the early years of its charter term and  
23 then saw a significant decline in performance, and that  
24 remained sort of at a very low level for a number of

1 years.

2 At the time -- in the lead up to the renewal  
3 period for that particular school, the governing body of  
4 that school, the board, approached its authorizer and  
5 suggested the opportunity to effectively restart the  
6 school through what I believe the term of art used in New  
7 York by the charter schools is a restructuring RFP whereby  
8 that board agreed to step aside, and a new board and a new  
9 management team were brought in to restart that school.

10 Q And what were the -- if you know, what were the  
11 problems the school was facing relative to its  
12 performance, even just generally speaking? Was it just  
13 the high school graduation rate?

14 A No. It was elementary and middle school test  
15 scores.

16 Q Okay. Anything else?

17 A That's -- that's the best of my recollection.

18 Q Okay. Any financial issues?

19 A No. None at all.

20 Q Okay. Any other performance-related issues?

21 A Academic performance was the primary issue.

22 Q Okay. And with respect to Mastery Charter School  
23 restarts, can you be specific about any examples --

24 A Sure.

1 Q -- we can look to for evidence?

2 A So Mastery has done extensive work both in the  
3 restart of traditional public schools, including high  
4 schools, to -- and specific example I was thinking of was  
5 with relation to a charter school in the city of  
6 Philadelphia, the Hardy Williams Charter School, formerly  
7 known as Renaissance Advantage Charter School, and that  
8 was also a school that had had very low test scores for a  
9 number of years.

10 And the governing board of that school, I  
11 believe, voluntarily, after multiple contentious issues  
12 between them and their sponsor, ultimately asked -- and I  
13 don't recall if this was done through an RFP or not --  
14 ultimately asked Mastery to come in and restart that  
15 school.

16 Q Okay. Thank you. So yesterday when you made  
17 references to these schools, I understood it to be in the  
18 context of your statement that, again, there's a growing  
19 body of evidence that replacing governing boards is  
20 important to our cure that we're proposing here, to make  
21 a -- to increase the graduation rate.

22 A Is there a question?

23 Q Did I misunderstand that?

24 A The replacement of a governing board is one of

1 the statutory tools that a sponsor has to improve  
2 academic, organizational, and financial performance.

3 Q Okay. And maybe I wasn't clear with my question.

4 Yesterday, you recall your testimony was there is  
5 a growing body of evidence that replacing governing boards  
6 is effective in increasing graduation rate?

7 A Yes.

8 Q Okay. And then --

9 A I'm sorry. I think I said school performance  
10 more broadly. I don't recall I said --

11 Q Okay.

12 A -- graduation rate.

13 Q I thought you -- my notes said graduation rate,  
14 but I'm sure the record will reflect whatever you said.  
15 So we'll say --

16 A And to be clear, I think my intent was to speak  
17 more broadly.

18 Q Okay. So to speak more broadly to school  
19 performance. And then you provided examples that you  
20 just --

21 A Mm-hmm.

22 Q -- gave us more detail on.

23 Do you have any examples that there is any  
24 evidence at all that reconstituting a board effectively

1 increases a graduation rate?

2 A We have a statute that provides -- so no.

3 Q Thank you. Okay. And I'm sorry, I'm just trying  
4 to make sure we kind of address topics as you go through  
5 them. So I did interrupt you. So if you could proceed  
6 with all of your list of all of the evidence you  
7 considered as to whether or not NCA cured responsive to  
8 the February 2017 notice of intent.

9 A Okay. So I believe, then, we were on to point  
10 No. 5.

11 With regard to point No. 5, these are all  
12 programmatic changes which may or may not improve student  
13 performance. There was no evidence provided to  
14 demonstrate that the school was -- that these were  
15 actually at this -- were increasing graduation rates.

16 So while it is encouraging, for example, to  
17 see -- or may be encouraging to see that there was a  
18 75 percent pass rate with summer school, it is unclear  
19 what this means in terms of whether students are likely to  
20 graduate on time. So they are inputs.

21 There are leading indicators, and they're not  
22 something we can rely on to make a determination of  
23 whether the school has effectively closed the gap.

24 Q What, if any, investigation or analysis did you

1 undertake to determine beyond the information provided  
2 here as to whether the graduation improvement plan was  
3 working or not?

4 A We reviewed the information that the school  
5 provided.

6 Q All of the information the school provided?

7 A To the best of my knowledge, yes.

8 Q Okay. And you -- strike that --

9 I believe, based on your representations prior to  
10 today and part of the reason we're here today is you  
11 believe the school's four-year cohort graduation rate for  
12 2015 was around 35 percent? You might have a more precise  
13 number than I do.

14 A If you will allow me to refer to the exhibit --

15 Q Of course.

16 A -- I can give you --

17 Q Sure.

18 A -- the exact number.

19 So I just want to clarify, were you saying for  
20 the graduating year of 2015 or 2016?

21 Q 2015 first, please.

22 A 2015, it was 35.63 percent.

23 Q And what was it for 2016?

24 A 40.09 percent.

1 Q And that's how much of an increase?

2 A About four and a half percentage points. It's a  
3 little less than that. 4.4, somewhere in there.

4 Q And so is that not evidence that the  
5 graduation -- that the -- the performance measures, the  
6 programmatic changes that were being made were helping?

7 A Incremental improvement from a school that is  
8 currently 20 points below the statutory minimum graduation  
9 rate of 60 percent, based on that track record, it would  
10 take five years for this school to achieve a minimally  
11 acceptable graduation rate.

12 Q And I understand, Director Gavin, that we all  
13 would like things to happen more quickly, but my question  
14 to you was not: Was it fast enough for you?

15 My question for you was: Wasn't that nearly five  
16 percentage point increase in a single year some evidence  
17 that the changes this school was making in response to  
18 your concerns were actually working to improve the  
19 graduation rate?

20 A No. It was inadequate.

21 Q Why not?

22 A Because it was insufficient to close the gap on  
23 the trajectory the school itself had set, which was  
24 closing the gap within three years.

1 Q Okay. Again, my question is: Was that  
2 evidence -- I'm not asking you if it was sufficient to  
3 close the gap as quickly as you wanted. Okay?

4 My question is: Was it some evidence that the  
5 school's changes were working to, in fact, improve the  
6 graduation rate by almost five percent in one year?

7 ACTING CHAIR GUINASSO: Ms. Granier, I believe he  
8 answered the question.

9 MS. GRANIER: It's a yes or no question, and he  
10 did not.

11 ACTING CHAIR GUINASSO: He answered no, and then  
12 he provided an explanation, if my recollection is correct.

13 MS. GRANIER: Well, okay.

14 ACTING CHAIR GUINASSO: If you don't like his  
15 explanation, cross-examine him on that explanation.

16 MS. GRANIER: I understand. I don't think he  
17 answered my question, but I'll try --

18 ACTING CHAIR GUINASSO: He said no. He said no,  
19 and then he provided an explanation. That's what I heard.

20 MS. GRANIER: Okay.

21 BY MS. GRANIER:

22 Q Do you have any evidence as to what caused NCA's  
23 graduation rate to increase five percentage points in one  
24 year?

1 A No.

2 Q Do you have any opinions?

3 A No.

4 Q Did you conduct any analysis?

5 A No.

6 Q Did you conduct any research?

7 A No.

8 Q Okay. Isn't it true that in discussions with me  
9 and members of NCA, you expressed your acknowledgment that  
10 if a school's graduation rate increased too quickly, you  
11 would have to question the legitimacy of that and what was  
12 really going on with the students?

13 A To the precise -- to -- not precise -- so no.  
14 Not to -- not in the way you just characterized it, no.

15 Q Okay. Could you correct me?

16 A Yes. I did certainly say that a significant  
17 spike in any academic indicator would certainly merit  
18 scrutiny. But by the same token, we have seen schools  
19 that have posted dramatic graduation rate improvement  
20 over -- in just one year.

21 Q What schools?

22 A Silver State went from zero to 40 percent in one  
23 year.

24 Q How many students?

1           A     I don't have that number off the top of my head.  
2                     Coral Academy also saw a dramatic increase. I  
3 want to say from the high 60s up to the low 90s in just a  
4 single year.

5           Q     And how many students were there?

6           A     I don't have that number off the top of my head.

7           Q     Okay. But you would agree with me that  
8 mathematically, the smaller the school population, so if  
9 you had five students, if you could go -- fairly easily go  
10 from zero to 40 in a single year?

11          A     Yes. That is accurate, but you can also see  
12 dramatic declines as a result of a small size of students  
13 as well.

14          Q     And is Nevada Virtual Academy another school that  
15 made dramatic increases in its graduation rate in a single  
16 year?

17          A     Nowhere near as dramatic as the other two schools  
18 I cited.

19          Q     How dramatic?

20          A     I don't recall that information off the top of my  
21 head.

22          Q     More than ten percentage points?

23          A     I don't recall.

24          Q     But they got themselves above the 60 percent

1 threshold?

2 A I believe that is accurate, yes.

3 Q Okay. Within a year?

4 A Yes.

5 Q And did you ever raise any concerns about how  
6 they did that?

7 ACTING CHAIR GUINASSO: Ms. Granier, I think  
8 that's a little bit off topic at this point. How they did  
9 it or what his concerns were, I don't think are germane to  
10 the ultimate arguments that you're making on the issues  
11 that are presented before us.

12 MS. GRANIER: Well, they actually are -- I would  
13 respectfully disagree with you, and I'll explain why.

14 Some of the exhibits that we introduced into  
15 evidence yesterday that I would like to now use for  
16 examination of Director Gavin are very relevant to this  
17 point of some schools being treated differently.

18 They also are very germane to concerns Director  
19 Gavin had raised as to, you know, acknowledging that an  
20 increase, for example, in ten percent in a given year for  
21 a school that serves this many students would be perhaps  
22 questionable.

23 ACTING CHAIR GUINASSO: Well, with regard to the  
24 school year just questioning about, maybe lay a little bit

1 of additional foundation --

2 MS. GRANIER: Sure.

3 ACTING CHAIR GUINASSO: -- so that we understand  
4 where you're going with it in terms of I think your  
5 argument is these schools are somehow being treated  
6 differently than Connections.

7 MS. GRANIER: Fair enough. I will do that.

8 BY MS. GRANIER:

9 Q Okay. So if you would turn to Exhibit 10 in the  
10 binder in front of you. And for the record, this has been  
11 marked as Exhibit K. And that is excerpts of the minutes  
12 for the Nevada State Public Charter School Authority  
13 September 28th, 2015, board meeting.

14 Are we in agreement there?

15 A Yes.

16 Q Okay. If you would turn to the second page of  
17 that document, so it's Bates labeled R0214.

18 A Mm-hmm.

19 Q Actually, I'm sorry. I'd like you to look at the  
20 sentence that begins on the previous page. But before I  
21 ask you specifically about that, were you present at this  
22 meeting?

23 A I was.

24 Q Okay. Do you have a recollection of this

1 meeting?

2 A I do.

3 Q Okay. And would you read that -- those two  
4 sentences into the record that begin "Member Mackedon  
5 asked" at the bottom of R0213.

6 A "Member Mackedon asked why messages she had  
7 received on social media were saying NVVA would be  
8 enrolling K-11 and not K-12."

9 Q And the following sentence?

10 A "Member Mackedon said the school had made a  
11 decision to stop enrolling new 12th graders until the  
12 school had a more robust credit recovery program."

13 Q And at this time, had NVVA amended its charter to  
14 only serve K-11?

15 A It had not.

16 Q Had you provided them some sort of authority to  
17 stop accepting 12th graders?

18 A We had not.

19 Q Does her reference to having a more robust credit  
20 recovery program suggest that the 12th graders that were  
21 being turned away were perhaps credit-deficient?

22 A That's speculative.

23 Q Well, do you know?

24 A I don't know.

1 Q Do you know whether turning away 12th graders who  
2 are credit-deficient could have a dramatic increase of the  
3 school's graduation rate?

4 A That would be speculative, but it's certainly  
5 possible.

6 Q Okay. Well, I don't need you to speculate. You,  
7 at this time, were considering very serious high-stakes  
8 decisions against this school, correct?

9 A I believe that -- not at this board meeting, no.

10 Q Well, during this time period?

11 A Broadly speaking, yes.

12 Q And in fact, you had been possibly pursuing  
13 high-stakes decisions against this school for several  
14 months.

15 A That's a fair characterization.

16 Q Okay. So in the course of pursuing those  
17 high-stakes decisions, did you become very familiar with  
18 the population or the circumstances of this school?

19 A I was certainly very familiar with the school's  
20 performance.

21 Q Okay. And was one of your concerns about the  
22 school's performance their graduation rate?

23 A Historically, yes.

24 Q Okay. And not historically, but at this time in

1 September of 2015, were you concerned with NVVA's  
2 graduation rate?

3 A I believe so, yes.

4 Q Okay. What, if any -- strike that.

5 Do you believe it was a violation of state law  
6 requiring that charters accept all students for enrollment  
7 to turn away 12th graders as Ms. MacIntosh said she was  
8 doing?

9 A If that actually occurred, yes, it would be.

10 Q Well, we don't have to speculate. The minutes --  
11 do you dispute that the minutes say that Ms. MacIntosh  
12 said the school had made a decision to stop enrolling new  
13 12th grade students?

14 MR. OTT: I'm going to make a relevance objection  
15 to this entire line of questioning.

16 MS. GRANIER: I have established the relevance  
17 about schools being treated differently. This is a  
18 substantial factor in graduation rate, and one school has  
19 been allowed to simply stop enrolling 12th graders. And  
20 as a result, they are no longer subject to the closure  
21 proceedings we are.

22 ACTING CHAIR GUINASSO: Okay.

23 MS. GRANIER: So the schools are not being  
24 treated with the same rules.

1 MR. OTT: In order for that argument to work, I  
2 think she has to establish that the schools are similarly  
3 situated and being treated differently. She's established  
4 that the school's graduation rate as reported by the  
5 Department of Education is above 60 percent. Or at least  
6 she's testified to that.

7 ACTING CHAIR GUINASSO: All right. Response?

8 MS. GRANIER: I'm sorry, I didn't -- what is --  
9 what is your argument?

10 MR. OTT: My argument is that your argument for  
11 the relevance is that similarly situated schools are being  
12 treated differently. And you have said that the  
13 graduation rate for Nevada Connections was higher than 60  
14 percent, which means it is not similarly situated.

15 MS. GRANIER: For the purposes of this  
16 proceeding, if I need to lay more foundation, I will. But  
17 my argument is that NVVA was a K-12 school, as was NCA.  
18 These schools were subject to the same high-stakes  
19 decisions during the same time period. Actually, NVVA was  
20 subject to it much longer.

21 Yet NVVA was allowed to just stop enrolling  
22 credit-deficient 12 graders to dramatically increase its  
23 graduation rate and is now not subject to the closure  
24 proceedings that NCA is.

1           ACTING CHAIR GUINASSO: Yeah, I get your point,  
2 and I have allowed evidence and argument on the assertion  
3 that the Authority is treating different schools  
4 differently. Whether they're similarly situated or not,  
5 we'll leave that to argument. But we'll allow questioning  
6 so that you have evidence to later make the argument that  
7 I think you would like to make later.

8           MS. GRANIER: Thank you.

9           ACTING CHAIR GUINASSO: But I understand. We get  
10 your point.

11          MS. GRANIER: Thank you.

12          So I apologize, Madam Court Reporter. Could you  
13 read back the last question before Mr. Ott's objection.

14                 (The record was read by the reporter as  
15 follows:

16                 "Question: Well, we don't have to  
17 speculate. The minutes -- do you dispute  
18 that the minutes say that Ms. Mackedon [sic]  
19 said the school had made a decision to stop  
20 enrolling new 12th graders?")

21          THE WITNESS: Yes.

22 BY MS. GRANIER:

23          Q     You dispute that that's what these minutes say?

24          A     The question was that Ms. Mackedon said that. I

1 don't believe that's what that says.

2 Q If I said Ms. Mackedon, I apologize.

3 The minutes reflect that Ms. Macintosh said the  
4 school had made a decision to stop enrolling new 12  
5 graders until the school had a more robust credit recovery  
6 program.

7 Do you dispute that statement in the minutes?

8 A I do not dispute that statement.

9 Q And who is MacIntosh, if you know?

10 A Ms. MacIntosh is the former head of school for  
11 Nevada Virtual Academy.

12 Q And so, if you know, was Ms. MacIntosh the head  
13 of school of Nevada Virtual Academy at the time of this  
14 meeting?

15 A She was.

16 Q If you will turn to the next tab, tab 11, which,  
17 for the record, has been marked as Exhibit L. Can you  
18 just first lay some foundation, tell us what this document  
19 is?

20 A This is an e-mail that was sent by Ms. MacIntosh  
21 prior to the meeting that referenced -- that is discussed  
22 in the preceding tab.

23 Q To you?

24 A Yes, to me. Yes.

1 Q Okay. And if you look at the second paragraph of  
2 this e-mail, Ms. MacIntosh is saying to you, Nevada  
3 Virtual was unofficially, quote, restricted, end quote,  
4 from marketing enrollment to the school since June 2013.

5 Do you know what she meant by that?

6 A I do.

7 Q Can you tell us for the record, please.

8 A Ms. MacIntosh contended that, regardless of  
9 whether this Authority had actually imposed such a  
10 restriction, which it had not, that the school was in some  
11 way precluded from marketing itself.

12 At no point did this body ever restrict the  
13 school's ability to market itself.

14 Q Okay. And then she says: Finally, in the  
15 July 13th, 2015, SPSCA meeting, the unofficial anecdotal  
16 restriction was lifted.

17 Did I read that correctly?

18 A You read that correctly, yes.

19 Q Do you have any understanding as to what  
20 specifically she was referring to when she says an  
21 unofficial anecdotal restriction?

22 A My recollection is that, at that meeting,  
23 Ms. MacIntosh asserted that the school had been in some  
24 way restricted and that the members of the board quickly

1 addressed that that was, in fact, an inaccurate statement,  
2 and that at no point did the board ever restrict her or  
3 her school's ability to market itself. That was  
4 ultimately a decision that school and its governing body  
5 made.

6 Q And then would you turn to the backside of that  
7 same page. So we're still on Exhibit L, tab 11. Can you  
8 just tell us for the record what that document is?

9 A This is an e-mail from former Authority Member  
10 Robert McCord to myself, citing a particular statute.

11 Q And can you just explain to us, what was the  
12 dialog going on here?

13 A There wasn't a dialog because I did not respond  
14 to this e-mail. But Member McCord was -- it appears that  
15 Member McCord reviewed a statute specifically with  
16 relation to hold-harmless calculations for schools. And  
17 he -- and he was making an argument that Nevada Virtual  
18 was, in fact, in violation of that statute.

19 Q And what, if anything, did you do to follow up on  
20 Member McCord's e-mail to you?

21 A Well, prior to this e-mail, we turned over this  
22 information to the Department of Education and requested  
23 that they investigate as it was a matter that was under  
24 their authority pursuant to subsection 4 of this statute.

1 Q And do you know what, if anything, ever came of  
2 that investigation?

3 A I can't speak to an investigation by another  
4 agency.

5 Q Understood. I just wondered if you ever learned  
6 what came out of it.

7 A My understanding is that there -- that there  
8 are -- there's an ongoing review of a variety of issues.

9 Q Okay. There has been no -- has there been a  
10 notice of intent to close NVVA based on their graduation  
11 rate being below 60 percent for their high school?

12 A Based -- no.

13 Q Why not?

14 A Because the graduation rate for NVVA is above  
15 60 percent.

16 Q What is it?

17 A I believe it's -- was around 67.

18 Q But in 2015, September of 2015, it was below the  
19 60 percent?

20 A That is accurate.

21 Q And as you sit here today, you can't remember by  
22 how much?

23 A I want to say it was in the mid 50s.

24 Q Okay. If I could take you back to Exhibit 2, to

1 continue speaking to all of the evidence you relied upon  
2 in your recommendation that NCA had not cured the  
3 deficiency identified in the 2017 notice of intent, with  
4 just one follow-up relative to the programmatic changes  
5 that you characterized under the heading Academic  
6 Interventions on the page marked R0013 and R0014.

7 A Mm-hmm.

8 Q Was there -- did you conduct any research or  
9 analysis to try to determine whether these proposed  
10 changes to academic interventions or -- would be effective  
11 at increasing NCA's graduation rate?

12 A These are programmatic inputs and appropriately  
13 implemented with appropriate personnel and an execution.

14 It is -- I certainly think it is possible, if not  
15 likely, that the school would see a significant increase  
16 in its graduation rate.

17 Q Thank you. So on to the next heading. If  
18 there's nothing else you want to add about your thoughts  
19 on academic interventions? If there is, I'd like to give  
20 you that opportunity; but if not, we can keep proceeding  
21 through the letter to explain your list of evidence.

22 A Keep going.

23 Q Okay. Go ahead.

24 A Okay. That concludes the four -- sorry, five

1 bullet elements.

2 The school then outlines a couple of additional  
3 items -- oh, no, I was wrong. Sorry. It's a little  
4 confusing because the numbers kind of break up here.

5 So this subheading about efforts to locate  
6 withdrawn students, this -- the school discusses that it  
7 has continued to try to track down kids who have left.  
8 The school also in this -- at the very bottom of this  
9 page, R0014, the school makes an inaccurate assertion  
10 regarding the Every Student Succeeds Act and what is  
11 required under that law.

12 Q Would you be specific about that, please.

13 A You state that students whose enrollment last --  
14 sorry.

15 It should be noted that new federal guidelines  
16 under the Every Student Succeeds Act requires dates to  
17 implement a partial attendance requirement, CS0  
18 111(c)(4)(f), to assess -- to assign accountability to the  
19 schools who have had the greatest impact on a student's  
20 success or lack thereof in graduating on time.

21 That is based on my reading and based on  
22 memoranda that were provided to this body by our Deputy  
23 Attorney General and also correspondence from the state  
24 superintendent. This is an inaccurate interpretation of

1 ESSA. I would also note that it is inconsistent with the  
2 State's now adopted ESSA plan.

3 Q Okay.

4 ACTING CHAIR GUINASSO: Just for the record, ESSA  
5 is the Every --

6 THE WITNESS: Every Student Succeeds Act. For  
7 the court reporter, it is capital E, capital S, capital  
8 SA. So and then it is -- it is commonly pronounced ESSA.

9 ACTING CHAIR GUINASSO: Thank you.

10 BY MS. GRANIER:

11 Q And so my next question about ESSA, since you  
12 brought it up, but I am not asking you a legal question.  
13 So let's start with that.

14 Is it your understanding that ESSA intends that  
15 states be allowed to consider, relative to performance,  
16 how long a student has been enrolled in the current  
17 school, current high school?

18 A That is one of the options that states have under  
19 ESSA, yes.

20 Q Thank you. And with --

21 A This state has not exercised that option.

22 Q Thank you. With respect to this discussion on  
23 R0014 and 15 that the school is providing you in its  
24 March 24th letter relative to efforts to locate withdrawn

1 students, do you recall having discussions with the  
2 school, specifically Mr. Werlein, regarding this issue?

3 A I recall that this was a topic that was discussed  
4 on at least one occasion, yes.

5 Q Okay. And that one occasion was in September  
6 of 2015 in a meeting with Mr. Ott, myself, and NCA board  
7 president Jafeth Sanchez?

8 A That is correct.

9 Q Okay. And during that meeting, it was discussed  
10 that the school believed and I believe -- well, let me  
11 rephrase.

12 In that meeting, it was discussed that the number  
13 of students who had withdrawn and then not been located,  
14 so it hadn't been identified where they had enrolled, if  
15 anywhere, when they left NCA, was a significant factor in  
16 the low four-year cohort graduation rate for NCA at that  
17 time?

18 A I recall that that is something the school  
19 stated, yes.

20 Q Did you disagree with that statement?

21 A I believe that the reason that this topic was  
22 brought up was that the Department of Education had made a  
23 determination that the school was inappropriately  
24 assigning students who had withdrawn back to their sending

1 high school, and that it had conducted an audit and had  
2 issued findings and imposed corrective actions on the  
3 school with relation to the practice of the school of  
4 sending a form letter to sending districts that said  
5 Student X used to attend NCA and now does not, and we  
6 are -- and so we are presuming that they have gone back to  
7 district.

8 Q And I do recall it was a lengthy discussion  
9 because you did mention that there was some possible  
10 compliance issue.

11 Can you identify whether there actually was ever  
12 a compliance letter or corrective action taken by NDE  
13 against NCA on that issue?

14 A That's a matter that's in the domain of the  
15 Department of Education so I can't speak to that.

16 Q Well, I believe your testimony was just that they  
17 issued findings and imposed corrective action. So I'm  
18 just trying to understand the basis of that testimony.

19 A Yes. My understanding is that the school  
20 received a memorandum from the Department of Education  
21 identifying this issue and identifying a certain count of  
22 students for whom the records appeared to be inaccurate.

23 Q Okay. But you can't give us any more details  
24 than that?

1           A     I was not privy to that. That was a discussion  
2 that the Department -- again, this was a matter that we --  
3 that school district raised the issue to us in the  
4 department. We turned it over to the department for  
5 investigation and action. And then the department took  
6 whatever action it deemed appropriate as the entity which  
7 has the authority in that area.

8           Q     Sure. But you were copied on the letter. Do you  
9 dispute that?

10           MR. OTT: Objection. What letter?

11           MS. GRANIER: The letter he just mentioned that  
12 came from NDE following their investigation.

13           ACTING CHAIR GUINASSO: Is that letter in  
14 evidence?

15           MS. GRANIER: No, but he -- I'm sorry.

16           Mr. Gavin brought it up and made a factual  
17 assertion under oath, and so I'm exploring the basis of  
18 his knowledge for having made that assertion.

19           ACTING CHAIR GUINASSO: What he recollects about  
20 the letter then?

21           MS. GRANIER: Yes. And when he said he didn't --  
22 then he said, well, that's up to the other agency so I  
23 wouldn't know.

24           So my question is: Were you copied on that

1 letter?

2 ACTING CHAIR GUINASSO: On the letter from NDE  
3 to --

4 MS. GRANIER: Yes.

5 ACTING CHAIR GUINASSO: Okay. All right. You  
6 can answer the question.

7 THE WITNESS: I believe I was, yes.

8 BY MS. GRANIER:

9 Q Okay. Thank you. Do you recall telling the  
10 school in that meeting they needed to be more diligent  
11 tracking down these withdrawn students?

12 A Absolutely.

13 Q Do you recall making the suggestion that the  
14 school hire a private investigator if necessary to find  
15 these students?

16 A I believe we discussed a variety of strategies,  
17 and I did reference that it was my understanding that  
18 there were -- there are other states in other school  
19 districts in other states that have employed strategies  
20 like that as a mechanism for determining where students  
21 for whom -- whom they could not locate have gone.

22 ACTING CHAIR GUINASSO: Ms. Granier, can you help  
23 us out here just with time frame of the discussions? Is  
24 this during the cure period?

1 MS. GRANIER: September of 2015.

2 ACTING CHAIR GUINASSO: 2015. So this is before  
3 a cure period?

4 MS. GRANIER: Correct.

5 ACTING CHAIR GUINASSO: All right. Okay. And  
6 why are we talking about before the cure period?

7 MS. GRANIER: Sure. Because the school actually  
8 reached out to Director Gavin following the passage of SB  
9 509 to take affirmative action and try to deal with their  
10 sponsor and say: We know we have, you know -- our  
11 four-year cohort graduation rate is below that 60 percent  
12 threshold. So we want to work with you, and we want you  
13 to understand why it is so, so that you can understand  
14 that it is actually not a reflection of our performance.  
15 These withdrawn students made up a significant piece of  
16 that.

17 And so when we approached -- we set a meeting  
18 with Director Gavin to, again, more broadly speak on SB  
19 509, he spent most of the meeting talking about this  
20 issue.

21 So I want to have a very full record of the  
22 advice that we got from the sponsor and the action that  
23 the school took responsive to that advice to try to  
24 address this graduation rate issue.

1           ACTING CHAIR GUINASSO: Okay. So just to be  
2 clear, there's a September 15 meeting. It was a meeting  
3 to address graduation rates below the statutory  
4 requirement.

5           MS. GRANIER: Yes.

6           ACTING CHAIR GUINASSO: And during that  
7 conversation, there were suggestions made, and you're  
8 exploring the suggestions.

9           MS. GRANIER: Yes.

10          ACTING CHAIR GUINASSO: All right. I'll allow it  
11 for a little while longer, but if we could --

12          MS. GRANIER: I'm almost finished.

13          ACTING CHAIR GUINASSO: Okay. Thanks.

14          MS. GRANIER: Thank you.

15          Sorry. Could we have the court reporter read my  
16 last question?

17          ACTING CHAIR GUINASSO: Madam Court Reporter,  
18 before I interrupted, could you read the question that was  
19 pending.

20                 (The record was read by the reporter as  
21 follows:

22                 "Question: Do you recall making the  
23 suggestion that the school hire a private  
24 investigator if necessary to find these

1 students?")

2 THE COURT REPORTER: There was an answer to that  
3 question so there was no question pending.

4 MS. GRANIER: I'm sorry.

5 ACTING CHAIR GUINASSO: What was the answer?

6 (The record was read by the reporter as  
7 follows:

8 "Answer: I believe we discussed a variety  
9 of strategies, and I did reference that it  
10 was my understanding that there were --  
11 there are other states in other school  
12 districts in other states that have employed  
13 strategies like that as a mechanism for  
14 determining where students for whom they  
15 could not locate have gone.")

16 ACTING CHAIR GUINASSO: Thank you very much.

17 All right. Proceed.

18 MS. GRANIER: Thank you.

19 BY MS. GRANIER:

20 Q And I just want to, again, for our clearness of  
21 record, I want to make sure.

22 You mentioned that it might be a good idea for  
23 the school to hire a private investigator to track down  
24 these withdrawn students and address this issue.

1           A     That was one of a number of potential strategies  
2 that were discussed, I believe.

3           Q     Thank you.

4           A     Based on the school's own assertion that the  
5 primary -- one of the primary contributors to its low  
6 graduation rate was not being able to locate students to  
7 be able to account for them in the cohort.

8           Q     Did you ever do an analysis of how much these  
9 withdrawn students were impacting NCA's graduation rate in  
10 the relevant year?

11          A     I believe that the withdrawals are incorporated  
12 into that -- into the adjusted cohort graduation rate  
13 calculation.

14          Q     Okay. My question to you is -- I agree with you  
15 that the NCA's graduation rate was lower because there  
16 were students who had left, and we did not know where they  
17 had went. So we are on the same page there.

18                   My question to you is whether you ever conducted  
19 any analysis to determine how many percentage points did  
20 those students who had withdrawn contribute to the low  
21 graduation rate to evaluate really how that relates to the  
22 performance of the school.

23          A     No.

24          Q     Okay. And as you sit here today, did you do that

1 for the 2016 cohort?

2 A No.

3 Q When you reviewed this information on R0015,  
4 where the school's reporting to you the diligent efforts  
5 it undertook to try to track these students down, did you  
6 have concerns that the school had not adequately addressed  
7 your issue?

8 A Based on the information provided in the letter,  
9 it was unclear what this meant.

10 Q It was unclear to you?

11 A Yes. Of an initial group of 279 students. It  
12 doesn't say out of what full number. So there's no  
13 information -- there's nothing in here, for example, that  
14 says that you have been able to -- you know, just because  
15 the student has been located, contacted, does not mean  
16 that the student is now enrolled in a new high school.

17 It doesn't tell us anything about -- perhaps the  
18 school [sic] has moved out of -- nothing in this  
19 information provides any contextual information to make a  
20 determination about whether this will materially improve  
21 the graduation rate for the upcoming year.

22 The fact that students have been located and  
23 contacted says nothing about how they are currently  
24 situated and so that there could be any degree of

1 prediction of what this would mean for the school.

2 Q So did you communicate to the school that there  
3 was additional information you needed to fully understand  
4 the relevance of this information?

5 A Ms. Granier, this is your client's cure. It's up  
6 to you to make the --

7 Q That's a yes or no question, Mr. Gavin.

8 A Absolutely not.

9 Q Thank you.

10 MR. OTT: Just for the record, while there's a  
11 pause, we're at two hours. I think the court reporter is  
12 okay.

13 ACTING CHAIR GUINASSO: Okay. How are we doing  
14 in terms of your outline?

15 MR. PELTIER: She would love a break.

16 MS. GRANIER: I have a ways to go. But yeah --

17 ACTING CHAIR GUINASSO: Well, I'll let you --

18 MS. GRANIER: You want me to wrap up --

19 ACTING CHAIR GUINASSO: Is this a good place --

20 MS. GRANIER: I can do just a few more questions  
21 on this, and then we can break. Does that work?

22 ACTING CHAIR GUINASSO: Yeah, yeah, that would be  
23 good. All right. So we're going to take -- we're going  
24 to wrap up this line of questioning, and then we'll take a

1 ten-minute break.

2 MS. GRANIER: Thank you.

3 BY MS. GRANIER:

4 Q So looking again at R0014, under efforts to  
5 locate withdrawn students, the second paragraph under that  
6 heading says: Of the 279 students without a verified  
7 transfer-out status, it should be noted that many were not  
8 enrolled at NCA for even a full academic year.

9 Did I read that correctly?

10 A That is what that sentence says, yes.

11 Q And do you have any reason to question the  
12 accuracy of that sentence?

13 A No.

14 Q And do you believe that -- strike that.

15 Can you offer any opinion as to how well NCA  
16 served those 200 and -- the numerous students who were not  
17 even enrolled with NCA for a full academic year?

18 A No.

19 Q And then the next sentence says: Students whose  
20 enrollment lasted from one day to eight months numbered  
21 160.

22 Did I read that correctly?

23 A Yes.

24 Q Do you have any reason to dispute the accuracy of

1 that statement?

2 A It's self-reported data, but I have no reason to  
3 dispute the accuracy.

4 Q Okay. And can you express any opinion on NCA's  
5 performance in serving those students whose enrollment  
6 lasted from one day to eight months referenced in that  
7 sentence?

8 A No.

9 Q And on the next page, under the table you see,  
10 there is an explanation of additional actions taken by the  
11 school, correct?

12 A Yes.

13 Q To investigate students' whereabouts and  
14 statuses, the school employed the following: Members of  
15 the school's administration and administrative support  
16 team dedicated additional time to employ nontraditional  
17 means, social media, for example, to locate students both  
18 in and out of state.

19 Did I read that correctly?

20 A Yes.

21 Q And for brevity -- I know the document's in the  
22 record -- I'm just going to summarize that there was also  
23 door-to-door canvassing, and there was the hiring of a  
24 privacy investigator.

1           Is it your position that the school  
2 inadequately -- made inadequate efforts after you raised  
3 the concern of not tracking down these students to  
4 actually find them?

5           A     We are not concerned with effort. We are  
6 concerned with results.

7           Q     It's a yes or no question.

8           A     I can't speak to that.

9           Q     Okay. Well, what else do you believe that the  
10 school should have done to better track down these  
11 students than what they listed here for you than they did?

12          A     It is not the role of the Authority to propose  
13 cures or to suggest strategies. We are concerned with the  
14 outcome.

15          Q     Okay. As you sit here today as the school's  
16 sponsor, what other action could the school have taken to  
17 better locate these students that is not identified here?

18          A     That's up to you -- that's up to your client. No  
19 idea.

20          Q     Okay. And then the results here reported are  
21 that of the initial group of 279 students, only 35 remain  
22 as not having been located and contacted.

23                 Did I read that correctly?

24          A     That is correct.

1 Q Any reason to dispute the accuracy of that  
2 statement?

3 A Not the accuracy of that statement, no.

4 Q Okay. So given that the school identified all --  
5 located all but 35 of 279 students, you don't think the  
6 school made a very strong effort to diligently locate  
7 these 279 students?

8 A So for -- the issue is -- the question is not:  
9 Could you locate them?

10 The question is: What is going on with them and  
11 what is the school's impact on those students?

12 Q Well, once they --

13 A That's not discussed here.

14 Q Excuse me. Once they have left NCA, NCA no  
15 longer has an impact on them; is that correct?

16 A No.

17 Q No. Okay. How does NCA continue to impact  
18 students that have withdrawn?

19 A By determining where they went and whether or not  
20 they are currently enrolled in a traditional high school,  
21 if they are out of state, if they are enrolled in adult ed  
22 or -- or a GED program or some other intervention. If  
23 they died, which is unfortunately something that does  
24 happen occasionally.

1           So none of that is reflected in this statement.  
2 All it says is we found them. Doesn't say anything about  
3 what they're up to now and whether this in any way  
4 materially impacts which bucket of students -- these  
5 students -- this -- which bucket -- which category. If  
6 they're a transfer out to a legitimate thing or -- that  
7 accounts for the purposes of -- I apologize. I'm  
8 rambling.

9           Says nothing about what's happening with those  
10 kids so that we would have any indication of whether this  
11 will materially impact the school's cohort graduation  
12 rate.

13           Q     And the next sentence says: Action going  
14 forward.

15                     Do you see that?

16           A     Mm-hmm.

17           Q     And it says: In addition to the school's  
18 standard withdrawal procedures, these enhanced methods  
19 will be used when needed before the students' scheduled  
20 cohort graduation year to improve the number?

21                     Did I read that correctly?

22           A     Yes.

23           Q     Do you have any reason to think that NCA is not  
24 implementing as stated there?

1           A     No.

2           Q     Okay.  And then it says:  In addition, NCA  
3 believes the results of this work will increase its  
4 previous year's cohort graduation rates and asks the  
5 Authority allow for that and consider it relevant to these  
6 proceedings.

7                     Did I read that correctly?

8           A     You did read that correctly.

9           Q     And did you consider that relevant to these  
10 proceedings?

11          A     No.

12          Q     Why not?

13          A     Because we do not have the authority to calculate  
14 an adjusted cohort graduation rate or to retroactively  
15 apply some calculation.  That is the domain of the  
16 Department of Education.

17          Q     I understand that.  So I'm not asking you to  
18 recalculate.  And I don't think the school was asking you  
19 to recalculate anything here.

20                     What it says is:  Will you just consider the  
21 information relevant to the proceedings?

22                     So did you consider using the four-year -- when  
23 you use the four-year cohort graduation rate as you are  
24 here to say it is a determinative factor of how a school

1 is performing, did you consider that the number of these  
2 withdrawals that had not been located would impact that  
3 number and not reflect on the academic performance of this  
4 school?

5 A No.

6 Q Okay. And on the next page -- I'm sorry.

7 MS. GRANIER: That concludes that line of  
8 questioning if you would like to take a break.

9 ACTING CHAIR GUINASSO: Thank you, Ms. Granier.

10 What we'll do is we'll take a ten-minute break,  
11 give the court reporter a chance to shake her hands out  
12 and clear her mind, and we'll come back here. It is now  
13 10:15. We'll be back and start at 10:25.

14 (Recess taken.)

15 CHAIRMAN GUINASSO: Thank you. We just have got  
16 to wait for one more member. We don't quite have a  
17 quorum. We've got three.

18 Okay. We have a quorum now. Member Gardner  
19 wanted to make a statement.

20 So Member Gardner, go ahead.

21 MEMBER GARDNER: Thank you, Member Guinasso.  
22 This is Member Gardner.

23 I just wanted to put on the record that I'm  
24 having a little concern with how we're allowing the

1 | questioner to inform the witness how to answer,  
2 | specifically regarding requiring them to do a yes or no  
3 | answer. I think that's stretching it a little bit.

4 | I just wanted to make sure my objection was put  
5 | on the record. Thank you.

6 | ACTING CHAIR GUINASSO: Okay. Thank you, Member  
7 | Gardner.

8 | MS. GRANIER: And for the record, I apologize. I  
9 | was doing that because I thought that's what Member  
10 | Johnson had asked me to do to help the witness who said it  
11 | was the first time he's ever been cross-examined.

12 | So I'm happy to do either. I just -- let me know  
13 | what you guys prefer.

14 | MEMBER JOHNSON: If it's going to be yes or no,  
15 | allow it to be yes or no, but then allow for the narrative  
16 | so that you get your direct answer and whatever  
17 | substantive information he needs to add after.

18 | MS. GRANIER: Fair enough. I don't mean to cut  
19 | him off.

20 | MEMBER JOHNSON: So that's all I wanted to make  
21 | sure, that if you have a yes or no question, he can then  
22 | answer --

23 | MS. GRANIER: Okay.

24 | MEMBER JOHNSON: -- with the affirmative or

1 negative and then provide context.

2 MS. GRANIER: Fair enough.

3 ACTING CHAIR GUINASSO: Perfect. Okay. And  
4 we'll proceed accordingly. Thanks for those comments,  
5 Member Gardner and Chair Johnson. All right.

6 We'll go ahead and resume the cross-examination.

7 MS. GRANIER: Thank you. And to Member Gardner's  
8 point, Mr. Gavin, I just want to give you the opportunity.  
9 If I cut you off by doing that, that was not my intent.

10 So if you need to add anything to any of your  
11 answers from the last few minutes, please take the  
12 opportunity to do so.

13 THE WITNESS: Thank you. I have nothing to add.

14 MS. GRANIER: Okay. Thank you.

15 BY MS. GRANIER:

16 Q One last question on the topic we left before the  
17 break on these withdrawn students.

18 You do agree that the number of students who were  
19 withdrawn and then not accounted for, for where they  
20 reenrolled, would have an impact on NCA's four-year cohort  
21 graduation rate?

22 A Yes. The failure of the school to appropriately  
23 account for where its students went would absolutely have  
24 an effect on the graduation rate.

1 Q So if they tracked them down and did provide the  
2 information of where the student had reenrolled, it could  
3 significantly impact the graduation rate?

4 A It would -- it could certainly impact what -- the  
5 graduation rate that was calculated by the department,  
6 yes.

7 Q I think your point with respect to the  
8 information contained in Exhibit 2, the school's cure  
9 letter, was that the school didn't provide you the  
10 information in this letter as to how much finding those  
11 withdrawn students would increase the school's four-year  
12 cohort graduation rate?

13 A I think my point was actually more that, in order  
14 to even consider this, there would actually have to be an  
15 argument provided and evidence. There was not.

16 Q And did you ever advise the school that you  
17 needed that additional information to make use of the  
18 information provided here?

19 A No, I did not.

20 Q Okay. Moving on to the next page, the heading  
21 is: Third-Party Data Validation of Relevant Data,  
22 correct?

23 A Yes.

24 Q So I should just for a moment let you proceed. I

1 think you're continuing for the record with your list of  
2 all of the evidence that you considered relative to  
3 whether NCA adequately responded to your February 2017  
4 notice of intent.

5 A Certainly. So this is -- again, this is a letter  
6 dated March 24th, which was the deadline for the  
7 submission of the cure and all evidence supporting the  
8 cure. And this discusses that the school is continuing  
9 to -- has attempted to contract with somebody. For  
10 whatever reason, that did not work out, and that now  
11 you're working with someone new. There is, again, no  
12 evidence provided.

13 With relation to No. 6, let me just peruse it  
14 very quickly.

15 No. 6 is another attempt to argue for the  
16 calculation of an alternate graduation rate, and that is  
17 inappropriate.

18 The subsequent paragraph starting with the  
19 statute, again, proposes a legal argument which can be  
20 discussed here.

21 And then the final piece here is related to this  
22 bifurcation question. And I believe we have -- I believe  
23 this is already something I've discussed that we don't  
24 have the authority to bifurcate a charter.

1           And then there is, again, a hypothetical question  
2 of this final paragraph related to if such a school were  
3 provided -- were allowed, then the school would  
4 essential -- would sever that high school from its K  
5 through eight charter.

6           And again, this appears to be based on a legal  
7 argument which I'm sure you will make during the course of  
8 these proceedings.

9           Q     Thank you. And I have some follow-up questions,  
10 but before I do that, was there any other evidence or  
11 information that you considered relative to whether NCA  
12 adequately responded to your 2017 notice of intent?

13          A     No.

14          Q     Did you conduct any other research or review or  
15 consideration of any other information than what is  
16 included in this letter and its attachments?

17          A     No.

18          Q     Relative to the third-party validation, isn't it  
19 true that came about as a result of NCA discussing with  
20 you that a significant component of the four-year cohort  
21 graduation rate was students who arrived at NCA  
22 credit-deficient, and you explained to the school that you  
23 did not have adequate staff to review that data, and so  
24 the school would have to pay to have it validated if it

1 would be appropriately considered by this board?

2 A I think that is accurate, yes.

3 Q And the school did that, correct?

4 A That is not reflected in this letter.

5 Q This letter is reporting to you and attaching a  
6 contract from AdvancEd, correct?

7 A Which, according to your own letter, did not  
8 conduct that review and terminated the contract.

9 Q And while we're on that, do you have any  
10 understanding as to why AdvancEd terminated that contract?

11 A I have none.

12 Q Have you ever had any discussions with anyone  
13 from AdvancEd about the work they were to be doing for  
14 NCA?

15 A That is a difficult question to answer because  
16 there are probably dozens, if not hundreds, of individuals  
17 in this state who work for AdvancEd in some capacity or  
18 another, including, but not limited to, school leaders for  
19 a number of our charters.

20 Q So do you have any recollection of ever talking  
21 to anyone from AdvancEd about the work that was being done  
22 for NCA?

23 A Yes.

24 Q Tell us about that, please.

1           A     We have been have -- I have been having ongoing  
2 conversations with AdvancEd's director for the State of  
3 Nevada, Pam Salazar, related to the accreditation process.  
4 They were doing some work in partnership with authorizers  
5 in other states.

6           And I did ask -- and following your -- following  
7 the information -- around the time that we found out that  
8 you guys were working with them, she and I did -- I did  
9 ask her some questions about accreditation in general and,  
10 in particular, how AdvancEd went about accrediting charter  
11 schools in the state.

12          Q     And what in that conversation related to NCA?

13          A     I think I mentioned that you guys were doing work  
14 for -- that you had contracted with them.

15          Q     And that was the extent of the conversation?

16          A     Yes.

17          Q     Okay. So you have no understanding why AdvancEd  
18 would suddenly, without explanation, terminate their  
19 contract with NCA?

20          A     I have been told nothing that would give me any  
21 information on that.

22          Q     And you could not help explain why they had --  
23 AdvancEd conveyed that they had the impression the  
24 authorizer would be unhappy with them if they continued in

1 this work?

2 A I do not.

3 Q And isn't it true you are aware that NCA did  
4 retain, after AdvancEd terminated this contract, Dr. Garza  
5 to conduct this third-party validation?

6 A I am aware that that is something you have  
7 asserted here, yes.

8 Q And I think earlier -- correct me if I'm wrong.  
9 Earlier you weren't sure if you had reviewed Dr. Garza's  
10 report which was uploaded to Epicenter before the  
11 March 30th hearing.

12 A I have not reviewed it because it was uploaded  
13 past the deadline.

14 Q Okay. You don't dispute that it was uploaded  
15 prior to the March 30th hearing?

16 A I do not.

17 Q Okay. You agree with me that enrolling students  
18 who come to NCA credit-deficient will adversely impact  
19 NCA's four-year cohort graduation rate?

20 A Yes. I think that is true for any public school  
21 in the state.

22 Q And --

23 A That's part of the job of being a public school.

24 Q Have you ever looked at how much that impacts

1 NCA's four-year cohort graduation rate?

2 A No.

3 Q Did you review -- strike that.

4 Did you recall, at the March 2015 board meeting  
5 of this Authority, there was direction that the school  
6 should prepare a graduation rate improvement plan?

7 A I do recall that, yes.

8 Q And isn't it true that the school provided you  
9 drafts of that improvement plan to solicit your comments  
10 and input?

11 A Yes.

12 Q And did you review that plan to provide that  
13 input?

14 A Yes.

15 Q And did you -- as you sit here today, are there  
16 concerns that you raised with respect to the substance of  
17 that plan that the school failed to address?

18 A Yes.

19 Q What?

20 A Specifically, the inclusion of any of the  
21 arguments in Appendix D with something that we were very  
22 clear was inappropriate.

23 We also noted that, with regard to the  
24 interpretive charts that were provided throughout the

1 plan, that until such time as there was a rigorous  
2 third-party validation of that information, well, it would  
3 be -- we weren't in a position to determine the accuracy  
4 of that information.

5 I think those are two substantive issues that we  
6 did raise.

7 Q Okay. So you told the school that Appendix D  
8 should be removed?

9 A Yes. I believe we noted that on a number of  
10 occasions, that that was an area of concern.

11 Q Did you put that in writing to the school?

12 A No.

13 Q Okay. And --

14 UNIDENTIFIED MALE SPEAKER: Is it possible just  
15 to clarify what exhibit we're on?

16 MS. GRANIER: Sure. We're on Exhibit B-4.

17 BY MS. GRANIER:

18 Q It jogs my memory. Before the break, you  
19 testified that Nevada had adopted its ESSA plan?

20 A Yes.

21 Q Is that accurate?

22 A That Nevada has adopt -- has -- that Nevada has  
23 approved an ESSA plan and submitted it to the Department  
24 of Education for review. So yes.

1 Q So who approved it?

2 A The State Board of Education.

3 Q Okay. It has not received final approval by the  
4 Nevada Department of Education; is that correct?

5 A The Nevada Department of Education, yes. They --  
6 the Nevada Department of Education authored the document,  
7 and then it was approved by the state board.

8 Q Very good. Thank you.

9 So excuse me. Looking in particular first at  
10 Appendix D, which you have told us you told -- suggested  
11 the school remove from its graduation rate improvement  
12 plan.

13 A Mm-hmm.

14 Q That begins at R0075.

15 A Mm-hmm.

16 Q That document is entitled Policy Considerations,  
17 Application of Existing Law, and Potential Regulatory  
18 Changes. Did I read that correctly?

19 A Yes.

20 Q Do you think there are sections of this appendix  
21 or statements in this appendix that are inaccurate?

22 A I don't believe there are any inaccurate  
23 statements in here. I would say that most of this is  
24 argument.

1 Q Argue -- okay. That's your characterization.  
2 Do you dispute that most of this is properly  
3 characterized as policy considerations?

4 A I do not -- I do not dispute that, no.

5 Q Okay. So D-1 is with a heading: Transiency Rate  
6 and Impact on Learning.

7 Did I read that correctly?

8 A Yes.

9 Q Is it your understanding that what that section  
10 of the document is referring to is a policy; someone  
11 looking to actually understand how well a school is  
12 performing academically may want to take a look at the  
13 transiency rate of the students enrolled, how it might  
14 impact learning?

15 A Someone might wish to do that, yes.

16 Q Is that your understanding of what that section  
17 is discussing?

18 A No. That is not my understanding at all.

19 Q What's your understanding?

20 A My understanding is that the school is creating  
21 an argument for the things it thinks that the Authority  
22 should consider.

23 Q Okay. Well, this is included in the school's  
24 graduation rate improvement plan, correct?

1 A Yes.

2 Q And that's the school's document to try to do  
3 better and help others understand how it's performing  
4 relative to graduates from its high school.

5 A The purpose of the graduation improvement plan is  
6 to put in place an improvement plan for the graduation  
7 rates.

8 Q And do you dispute --

9 A Period.

10 Q Sorry. Were you finished?

11 A I said, period.

12 Q Okay. So do you dispute that this document does  
13 that in its entirety?

14 A It -- you would -- it also -- there are other  
15 supplemental elements that are not germane to the  
16 improvement rate, to the improvement plan.

17 Q Okay.

18 ACTING CHAIR GUINASSO: I think that last  
19 question was also unclear with regard to the term  
20 "document" because you were referencing Exhibit D, and  
21 then he was talking about the entirety of the plan.

22 MS. GRANIER: I was meaning the entirety of the  
23 plan.

24 ACTING CHAIR GUINASSO: Thank you.

1 MS. GRANIER: Thank you.

2 BY MS. GRANIER:

3 Q In section D-6, there's a heading: Multiple  
4 Accountability Measures. And the first sentence of that  
5 reads: Graduation rate is one metric among many metrics  
6 that determine a success of a school.

7 Did I read that correctly?

8 A You read that correctly.

9 Q Do you disagree with that policy statement?

10 A That is not a policy statement. It is a  
11 statement of -- it is an opinion.

12 Q Did you disagree with it?

13 A No.

14 Q Okay. State proficiency, student growth, and  
15 college and career readiness are some measures that states  
16 are using to determine school performance.

17 Did I read that correctly?

18 A That is an accurate reading.

19 Q Do you disagree with that?

20 A It is a statement of how other states are doing  
21 things. So I don't disagree that that is -- that that's  
22 something you're saying.

23 Q Well, did you disagree that some states take into  
24 account all of those measures?

1 A No.

2 Q Okay. And isn't it true that, in fact, in  
3 Nevada, as a sponsor, you are to consider all of those  
4 factors in how well a school is performing academically?

5 A No.

6 Q Why not?

7 A The statute very clearly sets several triggers  
8 for both voluntary and discretionary -- for both voluntary  
9 and mandatory closures.

10 Q I understand that. My question is different than  
11 that.

12 Aside from the closure statute, any --

13 A That's all we're talking about here, Ms. Granier.

14 Q Are you refusing to answer my question? I'm  
15 trying to pose a question, and my question is -- I'll just  
16 try again. I'm sorry.

17 A Please.

18 Q My question to you, sir, is: Aside from the  
19 closure statute, as a sponsor, are you obligated under  
20 Nevada law to look at these other metrics to determine how  
21 a school is performing academically?

22 A Yes.

23 Q Have you looked at those metrics for Nevada  
24 Connections Academy?

1 A Based on the most recent data available, yes.

2 Q And how is Nevada Connections Academy doing?

3 A As of 2014, the last year for which there was  
4 data available, the Authority determined that while the  
5 school was -- it was -- it was not in a position where it  
6 was woefully underperforming.

7 Q It was actually in good standing according to a  
8 letter from the Authority; isn't that true?

9 A Yes.

10 Q And since 2014, the school has continued to  
11 administer standardized tests, correct?

12 A Yes.

13 Q And the State continues to collect data on how  
14 the students at the school are performing on those tests;  
15 is that correct?

16 A No -- no -- no data has been -- has yet been  
17 issued with relation to academic growth, for example, or  
18 other key elements -- other key data points.

19 ACTING CHAIR GUINASSO: Mr. Ott, would you  
20 stipulate that the only issue that we're considering  
21 relative to NCA's deficiency is the graduation rate, not  
22 test scores or other factors of school performance?

23 MR. OTT: Yes.

24 ACTING CHAIR GUINASSO: Okay. So if you

1 wanted -- if that stipulation would satisfy the need --

2 MS. GRANIER: It actually doesn't because -- I  
3 appreciate that, but our argument is that Nevada law  
4 requires that -- and this statute that is relevant and at  
5 issue today requires consideration of those other metrics  
6 as to how the school is performing and whether it would be  
7 legally appropriate to close the school. So --

8 ACTING CHAIR GUINASSO: That would be good for  
9 argument. I just don't know that it's appropriate for  
10 questioning because the -- what is being considered, as I  
11 understand it, is a notice of closure based on a  
12 graduation rate that falls below the statutory standard.

13 MS. GRANIER: I understand. And my legal  
14 argument is that that is not an appropriate basis in  
15 isolation to close a school. And in order to establish a  
16 good record that the school is absolutely performing under  
17 every single academic measure and metric, then that single  
18 data point, I need to lay my factual foundation to  
19 establish that.

20 ACTING CHAIR GUINASSO: I think that argument is  
21 premature, though, because keep in mind, we're still  
22 establishing, one, that the graduation rate was below the  
23 60 percent during the relevant period; and two, whether  
24 your client's proposed cures are satisfactory.

1           If, when we decide -- after we decide that, then  
2 we can talk about -- if we even get there -- whether or  
3 not closure or reconstitution are appropriate.

4           MS. GRANIER: Okay. So I would be allowed to ask  
5 my questions at that -- and lay the factual foundation at  
6 that phase?

7           ACTING CHAIR GUINASSO: Yeah. It's a two-part  
8 hearing.

9           MS. GRANIER: I understand. It's just we talked  
10 a lot about cure yesterday on his direct examination, and  
11 I didn't object to that because I do think they're really  
12 intertwined, right, with whether we satisfy the defect.

13           ACTING CHAIR GUINASSO: Well, cure -- cure was  
14 appropriate because, again, that's the first part of this  
15 hearing. As I explained yesterday, we're dealing with  
16 whether the graduation rate is deficient and whether an  
17 appropriate cure has been presented.

18           But whether or not closure is appropriate or  
19 reconstitution, that's premature because we haven't really  
20 decided that first issue. So I'd like to decide the first  
21 issue.

22           And it may be in your favor and we don't even  
23 have to have the discussion about closure or  
24 reconstitution. But if it isn't in your favor, then we'll

1 have a hearing just focused on those issues. And you can  
2 talk about overall school performance and other factors  
3 that should be considered when making that weighty of a  
4 decision.

5 MS. GRANIER: Okay. Understood. Thank you.

6 BY MS. GRANIER:

7 Q Then if you would turn to Appendix C of Exhibit  
8 B. That's the graduation rate improvement plan we're  
9 talking about. B-3. Excuse me. B-4. So I'm looking at  
10 Bates numbers R0072.

11 A Mm-hmm.

12 Q And this talks about NCA's anticipated four-year  
13 adjusted graduation rate 2016. Did I read that correctly?

14 A Yes.

15 Q And the school goes on to lay out in detail how  
16 many students in each grade are credit-deficient and by  
17 how many credits; is that correct?

18 A It does provide such information as of 2015, yes.

19 Q Okay. And this -- do you recall this was in  
20 response to a request by Member McCord, as an example, for  
21 very specific information as to how many students were  
22 credit-deficient and how severely credit-deficient they  
23 were?

24 A I believe that's accurate.

1 Q And C-2 provides additional information regarding  
2 withdrawn students; is that correct?

3 A Yes.

4 Q Is the information provided under C-2 sufficient  
5 or more sufficient or address your concern that you raised  
6 earlier about the information about withdrawn students  
7 that the school had provided in the March 2017 cure  
8 letter?

9 A No.

10 Q Can you explain why not?

11 A This is for a previous year.

12 Q Okay. But far as the elements of the information  
13 you're looking for, for 2015, does it include everything  
14 you thought was important?

15 A I would like the opportunity to --

16 Q Of course.

17 A -- review the language. Thank you.

18 ACTING CHAIR GUINASSO: While Director Gavin is  
19 reading that, I was wondering, Counsel, on this issue of  
20 credit-deficiency that's been spoken about the last two  
21 days, is there any dispute that there are credit-deficient  
22 students at Nevada Connections?

23 MR. OTT: There's not a dispute that some number  
24 of credit-deficient students exist.

1           ACTING CHAIR GUINASSO: It's just the number that  
2 we --

3           MR. OTT: And I think everybody agrees that it's  
4 somewhere between zero and 75.

5           ACTING CHAIR GUINASSO: Okay.

6           MR. OTT: Because 75 would qualify for the  
7 Alternate Performance Framework, and we know that it --  
8 there are some there.

9           MS. GRANIER: 75 percent, not --

10          MR. OTT: Correct.

11          MS. GRANIER: -- 75 students.

12          MR. OTT: Correct. I apologize.

13          ACTING CHAIR GUINASSO: Sure. So somewhere  
14 between zero and 75 percent, because if it was over  
15 75 percent, then there would be qualification for the  
16 Alternate Performance Framework. Okay.

17          MR. OTT: There could be. There's other factors,  
18 but yeah.

19          ACTING CHAIR GUINASSO: And so the dispute right  
20 now is just the number of credit-deficient students and  
21 how that might impact graduation rate?

22          MS. GRANIER: Yes.

23          ACTING CHAIR GUINASSO: All right. Is that  
24 right, Mr. Ott?

1 MR. OTT: That's my understanding.

2 ACTING CHAIR GUINASSO: And what's the number  
3 that you're asserting? Because it wasn't clear in the  
4 questioning. What number are you asserting are  
5 credit-deficient? Is it the 49 percent?

6 MS. GRANIER: Well, for 2016 cohort at the time,  
7 yes. 49 percent were credit-deficient at the time of  
8 their enrollment.

9 ACTING CHAIR GUINASSO: Okay. And, Mr. Ott, that  
10 number is a number that you would dispute?

11 MR. OTT: It's not a number that we would  
12 stipulate to. It's self-reported data, which means it's  
13 the school that reviews the transcripts, and the school  
14 makes the determination of what credit-deficient is.

15 So it's not a number that's provided by the  
16 Department of Education that we would rely on.

17 ACTING CHAIR GUINASSO: Okay. Thank you. I was  
18 just trying to see if, with regard to that issue, that we  
19 could agree that there are some level of credit-deficient  
20 students, and then we wouldn't have to delve too much  
21 deeper into it, but I'll let you proceed.

22 MS. GRANIER: I appreciate that. And on that  
23 issue, I have a few more points from Director Gavin. And  
24 I think most of that is going to come from the expert

1 witnesses we intend to put on later.

2 ACTING CHAIR GUINASSO: Okay. Perfect. Thank  
3 you.

4 BY MS. GRANIER:

5 Q Have you had a chance do review that?

6 A I have, yes.

7 Q Okay.

8 A So the school, first of all, discloses that  
9 44.6 percent -- that is to say 231 students -- are --  
10 withdrew from the school in -- as of the date of this.  
11 And, of course, that number could have gone up or down.

12 The school then identifies at least one subset of  
13 such students, stating that the majority appear to have  
14 transferred to either an adult ed program, stating that  
15 that is at 39.4 percent, and -- or a GED program,  
16 13.4 percent.

17 So those -- for a total of -- I'm assuming --  
18 it's not clear from this, but it appears that that one --  
19 that that total number is 122. Since the end size is not  
20 discussed in the prior -- in the prior sentence, it's not  
21 clear that that can truly be concluded, but that's  
22 possible.

23 So that certainly provides some information  
24 regarding some subset of students, yes, and where they've

1 gone for last year.

2 Q And so with --

3 A That's of the date of that -- as of the date of  
4 this report, which I believe was May.

5 Q So was there additional information you feel that  
6 the school should have provided with respect to withdrawn  
7 students than was provided here on this issue?

8 A It certainly does -- the school does not identify  
9 the number of dropouts, for example. The school does not  
10 identify students who have moved out of state, which is  
11 another category. The school does not identify students  
12 who, God forbid, may have passed away. Hopefully, none  
13 did.

14 So it is unclear what the total number of kids is  
15 who can be accounted for.

16 I would also note that it would appear that the  
17 data points that are cited and called out here relate to  
18 122 students in the school. That makes a legal argument  
19 related to what -- how the graduation rate should be  
20 calculated.

21 Q And I'm not seeking -- there's clearly no  
22 agreement between us as to that legal argument. So I'm  
23 not asking you about that.

24 I am just asking you -- I'm trying to get to if

1 the -- it sounds like the school -- you felt that the  
2 school could have included additional information on these  
3 withdrawn students. Is that what you're saying?

4 A I think that's a fair statement, yes.

5 Q Okay. Thank you. So when you reviewed this  
6 document and you were consulting with the school and  
7 giving them your comments, did you give them that comment  
8 so they could address this?

9 A I believe that what I stated at the time was  
10 that, since none of this information had been reviewed by  
11 a third party, that it actually reviewed all the evidence,  
12 supporting evidence, that we weren't in a position to say  
13 one way or another what these things were. I viewed this  
14 as a very preliminary plan.

15 Q And with respect to the information not being  
16 reviewed that's why the school was having -- paying to  
17 have it validated by a third party?

18 A Yes.

19 Q Okay. So would it -- it would have been helpful,  
20 perhaps, for the school to know if there was additional  
21 information that you thought should be included so it  
22 could also have that reviewed by a third-party validator.  
23 Would you agree with that?

24 A I think we were very clear on what the elements

1 were of the -- to make a calculation of the adjusted  
2 cohort graduation rate. I also believe we were quite  
3 clear about the level of scrutiny that we would like to  
4 see with relation to that.

5 I also believe that we were very clear it was our  
6 preference that the third-party validator be jointly  
7 selected and that we have input in terms of how that  
8 review was conducted to ensure that these issues were  
9 addressed.

10 Q And so my question is very narrow, and that is  
11 simply: With respect to any information you thought was  
12 lacking in section C-2 when you reviewed this information  
13 in April and May of 2016, did you identify that missing  
14 information so the school could add it?

15 A I believe I was very consistent in saying that we  
16 needed to see third-party validation of this data and that  
17 we wanted to ensure that we could work with this school  
18 and provide input in how that was done.

19 Q And again, I'm not disputing that you asked to  
20 have it validated by a third party?

21 What I'm trying to get at is: Did you identify  
22 the additional information that you just said was lacking  
23 from this section so that the school could then provide  
24 that information, that data, to a third-party validator?

1           A     Again, the feedback we provided was predicated on  
2 the understanding that we had at the time that the school  
3 would be working with us to select that validator and  
4 oversee their work.

5                     So it did not seem necessary at the time to tell  
6 the school all the things that it was lacking when we had  
7 a plan in place for how we were going to identify those --  
8 the gaps and fill those in.

9           Q     So did you ever identify that you thought there  
10 was a gap here for the school?

11           A     There are gaps all over this document,  
12 Ms. Granier.

13           Q     I just want to talk about this gap right now,  
14 please.

15           A     So no.

16           Q     Okay. Thank you.

17                     When you say there are gaps all over this  
18 document, did you advise the members of this Authority of  
19 those gaps when the school presented it to the Authority  
20 at the May 2015 board meeting?

21           A     I don't believe we enumerated every gap, no. We  
22 certainly identified specific areas of concern. And the  
23 key -- and I believe we were very clear that what we were  
24 going to focus on in this plan was not these data points

1 at this point because that was a later discussion that  
2 would involve that third-party validator, but rather the  
3 programmatic inputs, which I think we were very clear, we  
4 were rather agnostic on.

5 They seemed to be potentially impactful. But  
6 again, without -- and I believe I said at the -- I believe  
7 I said -- on a couple of occasions, I noted to you and  
8 Mr. Werlein that there was a lack of specificity here.  
9 And I understood that you guys wanted some flexibility,  
10 but it made it harder to understand exactly how this would  
11 work.

12 For example, which students would be selected for  
13 which interventions and how that would work, how  
14 frequently it would occur, that sort of thing.

15 But at the end of the day, it is not our job to  
16 micromanage schools or to tell them how to run their  
17 programs. So we opted to defer to you as the experts  
18 about your students and what your students in your school  
19 needed.

20 The thing I think we were very clear on was the  
21 need for this document to be updated to include the -- to  
22 include measurable benchmarks that the school would commit  
23 to. And that really, since we were ultimately -- our  
24 entire job is to focus on outcomes, not on inputs or on

1 intermediary measures, that was the thing we were most  
2 concerned about. Or targets. How you got there was  
3 significantly less relevant to us.

4 Q Would you -- excuse me. Would you turn to page  
5 R0035 of that same document. That document, being NCA  
6 Graduation Rate Improvement Plan.

7 A Yes.

8 Q When you -- and take as much time as you need,  
9 but when you look at section 2.4 which is entitled Earlier  
10 and Increased Intervention, which describes a multitiered  
11 approach to curriculum instruction and which students  
12 would fall into which tiers, is that where you're saying  
13 there's a lack of specificity?

14 A So I think as -- I think, again, this was an  
15 evolving document. We went back and forth a number of  
16 areas, and certainly the school did provide more  
17 specificity.

18 I think one thing that was rather unclear to  
19 us -- and I recall asking about this -- was how many of  
20 these kids are -- would be in each of these categories  
21 right now.

22 But at the end of the day, I recognized that  
23 that -- that that's ultimately your school's decision and  
24 your client's decision about how you choose to do this

1 work. So it is not our place to micromanage or to quibble  
2 with what the school does.

3 My general impression, if I recall, on reading  
4 this section, on the varying iterations, was I was  
5 surprised, frankly, that it took the discussion of closure  
6 for what looked to be fairly commonsense approaches to  
7 meet the need of students, to begin the adoption of all  
8 these interventions.

9 Q Did you express that to the school?

10 A I believe I asked -- I certainly think I asked  
11 that question, sort of how much of this stuff is already  
12 going on and how much of it's new.

13 Q And do you remember what the answer was?

14 A I think the answer was: Some of these things  
15 we've started doing very recently, and some of these are  
16 things we're going to put in place now.

17 Q Okay. And other than providing specifics as to  
18 how many students are in each category and how  
19 credit-deficient they are, is there other specificity you  
20 think is lacking?

21 A Again, this is the school's plan for how it  
22 chooses to improve. We are focused on one thing and one  
23 thing only, which is the outcome.

24 So to the degree that the school feels that this

1 is adequate and it's going to get them to where they need  
2 to be, that is ultimately the school's decision.

3 Q But you did review the document as the sponsor  
4 and based on your 19 years of experience in the charter  
5 school industry with turnaround schools -- including with  
6 turnaround schools, correct?

7 A Yes.

8 Q So given your review of the document with all of  
9 the expertise on turnaround schools, did you find  
10 fundamental flaws in this document and its ability to  
11 actually achieve its objective of increasing the  
12 graduation rate?

13 A As I believe I've stated previously, we are  
14 agnostic on the inputs. At the end of the day, we are  
15 focused on outputs.

16 What is not reflected in this document and cannot  
17 be reflected in any kind of high-level plan is how this  
18 will actually be executed and by whom and with what degree  
19 of fidelity. And those are -- and that ultimately I  
20 think, you know, is much more important than the specific  
21 interventions, is what you actually do and how well it  
22 works and how you adjust your work.

23 So that's a -- that -- and again, that is very  
24 much deep-in-the-weeds school operational decisions that

1 are not the purview of this agency or this board to  
2 provide -- to provide input on because we just simply  
3 cannot know enough about how that actually works at your  
4 site level.

5 Q You testified yesterday that you comply with NRS  
6 388A.171 that requires you to review statutes and  
7 regulations from which charter schools are not exempt and  
8 make recommendations concerning changes that would assist  
9 charter schools. Do you recall that?

10 A I do.

11 Q Okay. And do you recall that you have stated to  
12 me on more than one occasion that we should go to the  
13 Legislature in the 2017 session and seek enforcement  
14 authority and possible criminal penalties against schools  
15 who are unlawfully excluding students from their  
16 enrollment or counseling them out to gain the graduation  
17 rate numbers?

18 A I do recall that.

19 Q What efforts have you undertaken during this  
20 legislation -- legislative session to do that?

21 A I did -- I broached this with a number of  
22 legislators, and there was a lack of interest. Hence, we  
23 have worked on it in regulation, and there is currently  
24 regulation that is pending that the Department of Ed will

1 adopt to -- to -- to strengthen the consequences in such  
2 areas.

3 Q Would you agree it's not your statutory  
4 obligation to advocate for closure of a school rather than  
5 making recommendations to changes to the law that would  
6 assist charter schools in reasonably achieving their  
7 academic goals?

8 A Can you repeat the question?

9 Q Sure. It's not your -- would you agree that it  
10 is not your statutory obligation to advocate for closure  
11 of a school rather than making recommendations to changes  
12 to the law that would assist charter schools in reasonably  
13 achieving their academic goals?

14 A That's sort of that -- I would like to be able to  
15 give a yes or no answer, but I feel like I have to state  
16 what my position is to be -- just because it's a little  
17 bit hard. I want to make sure I don't say the wrong  
18 thing, sort of the succession of notes and whatnot.

19 So to be very clear, I do not believe -- I  
20 believe that it is absolutely our duty to advocate for the  
21 closure of schools based on performance matters.

22 I do not believe that it is our job to lobby for  
23 specific policy changes to benefit specific schools.

24 Q What about to the detriment of specific schools?

1           A     To the degree it's good policy, it is not --  
2     that's -- we're agnostic on whether it hurts or hinders if  
3     it is the right thing to do.

4           Q     As long as it's good policy for the students in  
5     the state?

6           A     Yes.

7           Q     Okay. Have you lobbied to any legislators on  
8     language this session relative to this closure proceeding?

9           A     I have been asked questions by a -- legislators  
10    with relation to this closure proceeding, but I have in no  
11    way lobbied legislators related to this closure  
12    proceeding, no.

13          Q     You haven't represented to a state senator that  
14    NCA actively markets to draw credit-deficient students to  
15    their high school?

16          A     I believe I have certainly represented that you  
17    actively market and as -- and that -- and that that  
18    marketing may -- you know, is so broad that it may, in  
19    fact, result in students being attracted who are -- who  
20    will struggle.

21          Q     But your remark was not that we intentionally  
22    target credit-deficient students in our marketing efforts?

23          A     I don't believe that was my remark, no.

24          Q     Okay. Did you represent to a state legislator

1 that we had refused an audit?

2 A I don't believe I used those words, no.

3 ACTING CHAIR GUINASSO: Ms. Granier, I've allowed  
4 a lot of questioning on this just out of deference, but  
5 could we just get back to the issues?

6 MS. GRANIER: Yes. Yes, we can. I would just  
7 like a follow-up because he said not in those words. So I  
8 would just like to know, for the record, what the words  
9 were.

10 ACTING CHAIR GUINASSO: Okay.

11 MS. GRANIER: But then I will move on. Thank  
12 you.

13 THE WITNESS: Yes. So I believe that there was a  
14 legislator who asked what we had -- you know, what we were  
15 doing to find out what was going on.

16 And I represented that we had discussed with the  
17 school jointly identifying a third-party auditor to go  
18 through the entirety of the records and to make -- and to  
19 validate what was actually happening at the school so that  
20 we could provide a complete picture.

21 And that to date, that collaborative approach had  
22 not occurred and that, instead, the school had on its own  
23 retained a third party and was pursuing its own  
24 validation.

1 BY MS. GRANIER:

2 Q And the initial third party that the school  
3 retained for the validation, AdvancEd, you agreed to that  
4 third party, correct?

5 A No.

6 Q Director Gavin, do you dispute that, in a  
7 telephone call with me, you agreed to the use of AdvancEd  
8 as a third-party validator?

9 A I have no recollection of ever discussing  
10 AdvancEd. I didn't -- I don't believe I knew that they  
11 were even engaged in the work until you provided a copy of  
12 the contract.

13 Q And are you referring to the contract that was  
14 attached to the March 2017 cure letter?

15 A Yes.

16 Q Okay. Would you please turn to tab one in the  
17 binder in front of you that has been marked as Exhibit A.

18 A Yes.

19 Q Would you please look at page 6 of that document.  
20 Actually, let me go back for a minute.

21 You did receive this letter that is addressed to  
22 you dated December 2nd from Nevada Connections Academy on  
23 my letterhead, Davis Graham & Stubbs, correct?

24 A Yes.

1 Q Okay. Did you read it?

2 A Yes.

3 Q Okay. And on page 6, there's a heading that says  
4 Third-Party Data Validation of Relevant Data, correct?

5 A Yes.

6 Q And it says: At the direction of the SPSC's  
7 governing board and staff, NCA entered into a contract  
8 with a third party, AdvancEd, to conduct analysis of our  
9 high school data relevant to taking a hard look at the  
10 graduation rate and how NCA's enrollment of  
11 credit-deficient students, for example, impacts that rate.  
12 Did I read that sentence correctly?

13 A You did.

14 Q Would you like to amend your prior testimony from  
15 a few minutes ago that you did not know until March  
16 of 2016 that we had -- 2017 that the school had retained  
17 AdvancEd as a third-party validator?

18 A If that -- that -- if that was how my statement  
19 came across, that was not my intent. I knew in December  
20 at this date, and I -- because that's when I saw the  
21 contract when it was -- because it was attached to this --  
22 to this -- this cure proposal.

23 Q And did you object to AdvancEd as the third-party  
24 validator once you learned at least in December?

1           A     We were going to have a hearing and discuss those  
2 matters, and it did not occur.

3           Q     Okay. And then when -- did you notify NCA that:  
4 I'm not satisfied with your choice on AdvancEd?

5           A     It is not the -- it is not the role of the  
6 Authority to dictate a cure for the school.

7           Q     Correct, but you just said that you --

8           A     This was your final cure.

9           Q     Okay. And then there was another cure in March  
10 of 2017, correct?

11          A     Mm-hmm.

12          Q     Is that a yes?

13          A     Yes. That is a yes.

14          Q     Okay. And so if the school -- if you had told  
15 the school that you were unhappy with AdvancEd after  
16 receiving this letter in December, at least the school  
17 would have had the opportunity to address that before it  
18 received your February 2017 notice of intent, correct?

19          A     As I recall, we were in the midst of litigation  
20 from August onwards. And as a result, we did not provide  
21 any direct recommendations with regard to how the school  
22 chose to conduct its cure.

23          Q     You did give feedback to the school about what  
24 your thoughts were on proposed cures in that time period,

1 did you not?

2 A Yes.

3 Q And did you ever, in those discussions, raise to  
4 the school that you were unsatisfied with the selection of  
5 AdvancEd as a third-party validator?

6 A The school never raised that as a cure during the  
7 discussions, to my knowledge -- to my recollection.

8 Q It had been previously presented to you in this  
9 letter dated December 2nd, correct?

10 A Again, this was your cure for the notice that  
11 was -- that was -- that was -- it submitted on the  
12 deadline for the school. It is not the role of the  
13 Authority -- it is not our role to tell you, after the  
14 fact, what you should and should not do.

15 Q I understand --

16 A I had no knowledge of what you were choosing to  
17 do for this new cure until you provided your -- other than  
18 what you represented to us in telephone conversations.  
19 And at no point did the topic of AdvancEd come up.

20 Q When the school was having discussions with you  
21 following that December 2nd letter, was it your  
22 understanding that the school was seeking your feedback  
23 and thoughts on the cure that it had proposed?

24 A No.

1 Q Isn't it true that, following the submission of  
2 the December 2nd cure letter, it was the Authority's  
3 position in its prehearing brief to this board that the  
4 problems you had with that proposed cure were that it  
5 didn't provide -- it proposed things that were not  
6 approved by the NCA board?

7 A I do recall that that may have been part of  
8 Deputy Attorney General Ott's brief, yes.

9 Q And do you recall that in response to that, the  
10 school took the issues to the NCA board and got  
11 authorization and then provided you proof of that  
12 authorization?

13 MR. OTT: If there's a document, could we refer  
14 to that?

15 MS. GRANIER: Well, I remember sending you the  
16 minutes, and they are in the record somewhere. So we can  
17 if you want to take the time. I was trying to speed  
18 things along, but...

19 ACTING CHAIR GUINASSO: Yeah. The -- go ahead  
20 and proceed with the questioning.

21 I would just, for both counsel, I think we've  
22 been pretty good about giving leeway to both in terms of  
23 questioning and all that. You both are good attorneys,  
24 and you have some good questions. But some of the lines

1 of questioning have -- I guess I'll put it this way.

2           You've got two attorneys on the board and several  
3 non-attorneys. And what we need from you all is to help  
4 us understand, one, whether the 2015 and 2016 graduating  
5 cohort was less than 60 percent. We need help with  
6 understanding if that was the case, was there corrections  
7 or proposed corrections to that deficiency.

8           And then finally, we need to know, you know,  
9 whether those corrections or proposed corrections are  
10 sufficient to cure that deficiency.

11           And so insomuch as you all can help us with those  
12 questions so we can get through the first part of the  
13 hearing, I think it would -- you know, I think it would  
14 help us get to a conclusion.

15           Again, I don't want to tell you how to litigate  
16 your cases, and you all may need to make a record for  
17 various arguments that you want to make. And I respect  
18 that. But as board members listening, those are the  
19 issues we have to decide.

20           And some of what you guys have covered has been  
21 very, very helpful; and others have been -- it's been  
22 harder even for me to kind of follow where we're going  
23 with some of this stuff.

24           But again, it's your cases to litigate. I'm just

1 offering that to you from a board member's perspective,  
2 listening carefully to everything that's going on.

3 MS. GRANIER: Thank you. And this line of  
4 questioning is, I think, at the heart of this matter.  
5 We're talking about the feedback we got on our cure.

6 Director Gavin has asserted a statement that is  
7 inconsistent with my recollection, being involved directly  
8 in these discussions that AdvancEd was agreed on.

9 ACTING CHAIR GUINASSO: Just remember, I don't  
10 mean -- I'm sorry to interrupt you. But just remember,  
11 it's ultimately the board's responsibility to decide  
12 whether the cure was appropriate or not. So insomuch as  
13 you want to impeach Director Gavin not recommending, so  
14 ultimately Director Gavin would be charged to recommend to  
15 us one thing or another.

16 So if he didn't recommend that the cure was  
17 appropriate, then insomuch as you want to impeach that to  
18 help us decide whether the cure he proposed is appropriate  
19 or not, that would probably be most helpful to us, I  
20 think.

21 MS. GRANIER: Fair enough.

22 MR. OTT: And the reason for my interjecting was  
23 because I actually don't know that that document is in the  
24 record. I know that we offered it subject to

1 authentication, but it has not been admitted yet. And so  
2 it's Exhibit 6 in our binder if you wanted to refer to it  
3 and stipulate to have it come in at this point.

4 MS. GRANIER: Sure.

5 MR. OTT: I don't know where it is in your --

6 MS. GRANIER: We can just use yours. That will  
7 be quicker.

8 ACTING CHAIR GUINASSO: Okay. So the document,  
9 what's being referred to as Exhibit 6 -- and Exhibit 6 was  
10 admitted pending authentication -- we're stipulating to  
11 it's authenticity, and, therefore, it's admitted.

12 MS. GRANIER: Thank you.

13 ACTING CHAIR GUINASSO: All right. Thank you  
14 both.

15 BY MS. GRANIER:

16 Q Director Gavin, looking at your own Exhibit 6  
17 that you have provided for this hearing, does it refresh  
18 your recollection that in response to your concerns raised  
19 that the NCA board had not approved provisions, elements  
20 of their proposed cure, that the school, in fact, did take  
21 it to the governing board, got that approval and provided  
22 it to you?

23 A No. This does not address the concern at all.

24 Q Okay. I think my question was just, do you still

1 dispute that the NCA board addressed your concern that had  
2 been identified in your prehearing brief to this Authority  
3 before the December hearing that the cure was inadequate  
4 because elements weren't approved by the NCA board?

5 A Yes.

6 Q Did you identify then also in that prehearing  
7 brief or otherwise to the school that AdvancEd was not an  
8 acceptable third-party authorizer to you?

9 A That would have been a matter that would have  
10 been discussed during the hearing, I believe, based on --  
11 and, really, I think it comes down to, given the scope of  
12 the contract, I think it would have come down to we would  
13 have had to ask a number of questions of AdvancEd in  
14 relation to what they did and how they did it to get a  
15 sense of -- of -- of where we -- of what was going on.

16 Q And did --

17 A We provided the school well in advance of -- I  
18 want to say in -- during the summer with one potential  
19 list of particular protocols that should be followed to  
20 ensure that -- the accuracy of the information that was  
21 being provided.

22 I did not, for example, see that in that -- in  
23 the -- in the contract that was, again, provided as the  
24 final cure for the first notice.

1           The final cure for the first notice was due in  
2 December. This set of minutes is for Wednesday,  
3 January 25th, 2017, which is well outside the scope of  
4 when the deadline was to have submitted a complete cure to  
5 the Authority.

6           The fact that the school's board retroactively  
7 approved something after the date of the hearing that was  
8 ultimately postponed does not in any way address the  
9 concerns that were raised in that prehearing brief.

10          Q     And my question was very simple, and that was:  
11 In that prehearing brief or otherwise to the school, did  
12 you ever raise your concern about their selection of  
13 AdvancEd as a third-party validator?

14          A     The first I recall of a selection of AdvancEd  
15 with any information about the contract was in this letter  
16 dated December 2nd, which was submitted immediately prior  
17 to the hearing or very shortly -- shortly before the  
18 hearing. This was --

19           ACTING CHAIR GUINASSO: Before you go into the  
20 narrative, could you just answer a yes or no to that  
21 question for me so that I understand what the answer is.

22           THE WITNESS: No.

23           ACTING CHAIR GUINASSO: Okay.

24           THE WITNESS: We did not. You provided a final

1 cure, and that's it.

2 BY MS. GRANIER:

3 Q And prior to NCA's submission of its final  
4 proposed cure to your February 2017 notice of intent, did  
5 you ever advise NCA prior to that that you had a problem  
6 with AdvancEd given that you clearly knew about AdvancEd  
7 as of December 2nd?

8 A No.

9 Q You testified yesterday about your compliance  
10 with the Authority's obligation expressly set out in NRS  
11 388A.223. Do you recall that testimony?

12 A Can you remind me what 388A.223 is just so I  
13 can --

14 Q Sure.

15 A -- make sure I am remembering the right thing?

16 Q Yes. It is entitled: Duties and powers,  
17 development of policies and practices, grounds for  
18 revocation of sponsorship.

19 A Yes.

20 Q Okay. Are you familiar with the statutory  
21 requirement under that section, NRS 388A.223, that, as a  
22 sponsor of charter schools, this agency has a duty to  
23 adopt a policy for appointing a new governing board of a  
24 charter school for which the governing body is

1 reconstituted under NRS 388.330?

2 A Yes.

3 Q Has this agency adopted any such policy?

4 A We have attempted to do so.

5 Q When?

6 A It was part of the original rulemaking workshop  
7 that we put together in -- oh, gosh, probably August or so  
8 of 2016.

9 Q August of 2016?

10 A Yes. That sounds right.

11 Q And what is the status of that proposed policy?

12 A The Legislative Counsel Bureau determined that we  
13 did not have statutory authority to adopt that policy.

14 Q So as you sit here today, you have no policy  
15 for -- as required under NRS 388A.223 for appointing a new  
16 governing board for a charter school?

17 A That is correct. The Legislative Counsel Bureau  
18 has determined that we do not have the authority to adopt  
19 such a policy.

20 Q Well, just for the record, can you clarify, was  
21 it because of something that was in the policy as opposed  
22 to define that, under the statute, you are required to  
23 adopt a policy?

24 A No. It was related -- it was related to the

1 statutory construction.

2 Q Okay. And since the statute makes reference to a  
3 policy as opposed to a formal regulation, have you  
4 attempted to adopt a policy just to give everyone guidance  
5 and clarity as to how this would proceed?

6 A It is my understanding, based on advice from the  
7 Legislative Counsel Bureau, that such a policy would be  
8 treated as a regulation and, hence, we do not have the  
9 authority to adopt it.

10 Q Okay. So how will you go about appointing new  
11 board members if your recommendation is accepted and the  
12 NCA board is reconstituted?

13 A I don't believe I have made such a recommendation  
14 yet.

15 Q Okay. I'll defer that question to the second  
16 half of the hearing if we get to that part, in the  
17 interest of time.

18 You also are aware of NRS 388.223(2) which  
19 mandates that as a sponsor of charter schools, you develop  
20 certain policies and practices consistent with state law  
21 governing charter schools?

22 A Yes.

23 Q And you are aware that, within that mandate, you  
24 must adopt a policy that provides a description of how the

1 sponsor will maintain oversight of the charter schools it  
2 sponsors?

3 A Yes.

4 Q Where could I find the Authority's policy on  
5 that?

6 A Again, that was a matter that we attempted to  
7 adopt in regulation, and we were informed that we did not  
8 have the authority to do so.

9 Q Okay. And the statute says: The policy must  
10 include an assessment of the needs of the charter schools  
11 that are sponsored by the sponsor that is prepared with  
12 the input of the governing boards of such charter schools.

13 Is that true?

14 A That is true.

15 Q And what input have you gotten from the NCA  
16 governing board about their needs for that policy?

17 A We conduct a rulemaking workshop where this topic  
18 was part of the scope of the original workshop.

19 Q Are you aware of the statutory mandate that you  
20 have a policy that describes the process of evaluation for  
21 charter schools that you sponsor?

22 A Yes.

23 Q Where is that policy?

24 A Again, it was incorporated in -- it was part of

1 the rulemaking initiative that we began over a -- almost a  
2 year ago -- over a year ago now. And the Legislative  
3 Counsel Bureau determined that we did not have the  
4 Authority to adopt such a policy.

5 Q So is it your testimony, as you sit here today,  
6 that this board has no policy that describes how charter  
7 schools will be -- that you sponsor will be evaluated?

8 A That is correct.

9 Q Okay. What about the performance framework?

10 A The performance framework specifically applies to  
11 charter schools that are under charter contracts.

12 Q Where is that? Strike that.

13 The fact that it applies to schools that are  
14 under charter contracts does not necessitate that it does  
15 not apply to other charter schools, does it?

16 A Nothing in the statute says that the performance  
17 framework applies to charter schools under written  
18 charters.

19 Q Does something in the statute say it does not  
20 apply?

21 A The performance framework is -- it is -- the  
22 explicit construction of the statute, if I recall, is that  
23 the performance framework shall be adopted by the sponsor  
24 for incorporation into a charter contract.

1 Q I think it's -- I would ask that if I -- is it  
2 for incorporation, or is it a mandate that for charter  
3 schools that enter into a contract, it is a mandatory part  
4 of that contract so it requires that it be included in any  
5 charter contract?

6 A I believe it is both things.

7 Q Okay. Can you tell me the statute where it  
8 supports that that performance framework would not apply  
9 to a charter that is not under a contract?

10 A I am not an attorney. I don't have the statute  
11 in front of me, but I believe that the statute is quite  
12 clear in that area.

13 Q And as sponsor of NCA, have you -- has it been  
14 your position that that performance framework does not  
15 apply to NCA?

16 A Yes.

17 Q And you have reached that conclusion on your own  
18 based on your review of Nevada law?

19 A Are you asking me if I have received legal advice  
20 in this area?

21 Q I don't want you to provide me -- disclose  
22 anything your attorney has told you. I'm just asking so  
23 that I have a clear record of why it is you believe that  
24 performance framework does not apply to NCA.

1           A     I believe that the law is quite clear on that  
2 matter.

3           Q     Based on your own review?

4           A     I think we are -- I don't know how to answer that  
5 without endangering privilege.

6           Q     Okay.

7           ACTING CHAIR GUINASSO: Do you have a statute  
8 that you want to show him?

9           MS. GRANIER: No, because I don't think there is  
10 one. I'll get to the one I think he's talking about.

11 BY MS. GRANIER:

12          Q     You are familiar with NRS 388A.226, correct?

13          A     Can you remind me again what that is?

14          Q     Sure. You talked about it yesterday. It's  
15 entitled: Duty to provide information and assistance.

16          A     Mm-hmm.

17          Q     Yes?

18          A     Yes.

19          Q     And you testified yesterday that you believe you  
20 complied with all the requirements under that statute.

21          A     Yes.

22          Q     And NRS 388A.2261 requires that the sponsor of a  
23 charter school provide, quote, reasonable assistance to a  
24 charter school for its operation. End quote.

1 A Yes.

2 Q Is that your understanding?

3 A Yes.

4 Q It also requires that you provide appropriate  
5 information, education, and training to a charter school  
6 and the governing body of a charter school concerning the  
7 applicable provisions of this title and other laws and  
8 regulations that affect charter schools and their  
9 governing bodies; is that correct?

10 A That is correct.

11 Q What have you done to comply with that provision?

12 A We publish --

13 MS. GRANIER: Can I rephrase that question -- I'm  
14 sorry -- in the interest of time? And if you want to let  
15 him answer, that's okay. That was just a really broad  
16 question, and I should narrow it more relevant to this  
17 proceeding, was my thought.

18 ACTING CHAIR GUINASSO: Yeah, please do.

19 MS. GRANIER: Thank you.

20 BY MS. GRANIER:

21 Q What have you done to comply with that statutory  
22 requirement relative to informing, educating, and training  
23 NCA and its governing board about the provisions of --  
24 that are at issue today in this proceeding?

1           A     To the extent permissible under statute, we have  
2 complied with that.

3           Q     I need factual acts that you -- is what I'm  
4 asking for, that you undertook to comply with it.

5           A     Under existing law, we are not permitted to  
6 actually implement that section of the statute. We have  
7 requested funding explicitly to do so, both in the 2013  
8 session and -- sorry, the 2015 session and in the session  
9 we had -- we asked for specific resources to provide that  
10 level of training.

11                   In neither -- in neither session were those --  
12 were those investments of training and resources  
13 authorized. Consequently, it would be a violation of  
14 statutes and actually a crime for me to furnish resources  
15 for which there was no -- for which there were no moneys  
16 appropriated.

17           Q     Okay. So I think that addresses -- I understand  
18 your response with respect to training. Is it your  
19 testimony that you took no acts as the Authority to  
20 provide NCA or its governing board information as the  
21 statute requires about the relevant provisions of statute?

22           A     I think we have engaged in extensive discussion  
23 in this area. That's what this process is.

24           Q     Prior to being subject to closure proceedings,

1 what acts did you or your staff undertake to provide  
2 information to NCA and its governing board that is  
3 required by this statute relative to 388A.330?

4 A And could you again cite the specific  
5 requirement?

6 Q Sure. It says: Provide appropriate information.  
7 So I'm focusing on that. It also says education and  
8 training, but: Provide appropriate information to a  
9 charter school and its governing body of a charter school  
10 concerning the applicable provisions of this Title 388A  
11 and other laws and regulations that affect charter schools  
12 and their governing bodies.

13 And I limited my question so that we don't spend  
14 unnecessary time here to just those statutes under 388A  
15 that are relevant to today.

16 ACTING CHAIR GUINASSO: Ms. Granier, I just want  
17 to understand something. In terms of the purpose of the  
18 questioning, is it your contention that because this  
19 training on these different areas wasn't provided, that  
20 the graduation rate has fallen below 60 percent?

21 MS. GRANIER: No. That's a fair question. Thank  
22 you.

23 It is my contention that Mr. Ott and Mr. Gavin  
24 have consistently refused to provide the school

1 collaboration or any -- even any input about what is an  
2 acceptable way to cure this deficiency because they have  
3 said it is not required under state law.

4 I believe it is absolutely required, and I think  
5 this was a relevant provision to that.

6 ACTING CHAIR GUINASSO: Okay.

7 MR. OTT: Misstates our position, but that's  
8 okay.

9 MS. GRANIER: You can go ahead correct your  
10 position.

11 MR. OTT: Well, we have stated that we provide  
12 feedback on proposed cures as to what the recommendation  
13 for staff would be to the board, but we do not propose  
14 cures.

15 ACTING CHAIR GUINASSO: Okay. You can proceed.

16 MS. GRANIER: Thank you.

17 THE WITNESS: So yes, we have provided feedback  
18 on proposed cures.

19 BY MS. GRANIER:

20 Q My question was prior to initiation of closure  
21 proceedings, what information did you give NCA or its  
22 governing board of what the statute requires?

23 A We circulated to all charter schools the  
24 information related to Senate Bill 509 and have certainly

1 included schools in any rulemaking that we have  
2 undertaken.

3 Q Okay. And the information you circulated on SB  
4 509, was it just a summary of the bill and what it does?

5 A I believe we provided a copy of the bill, and we  
6 have posted it -- and we have posted it on our website.  
7 We have also posted on our website links to all of the  
8 relevant NAC.

9 Q And you don't believe that, within that  
10 obligation or any other provision of Nevada law, it is  
11 appropriate for you as a sponsor to provide reasonable  
12 guidance to a school as to how to cure a deficiency under  
13 which it is threatened with closure?

14 A I do not.

15 Q Under NRS 388A.229, as sponsor of a charter  
16 school, you have a statutory obligation to ensure  
17 collection, analysis, and reporting of all data results of  
18 pupils enrolled in the charter school on statewide exams  
19 to determine whether the charter school is meeting the  
20 performance indicators, measures, and metrics for the  
21 achievement of proficiency of pupils.

22 Do you agree with that?

23 A Yes.

24 Q Okay. And have you complied with that statutory

1 obligation with respect to NCA?

2 A Yes.

3 Q And have you analyzed, relative to your  
4 recommendation for these proceedings, any of that data  
5 that you have collected?

6 A We collect that data on behalf of the Department  
7 of Education, and we provide it to the Department of  
8 Education for analysis.

9 Q And so is the answer, no, you have not analyzed  
10 it relative to these proceedings?

11 A We have analyzed the data. We have taken the  
12 data reported by the Department of Education, and we have  
13 utilized it.

14 Q And what data would that be?

15 A The four-year adjusted cohort.

16 Q Anything else?

17 A There is no other information that is relevant to  
18 these proceedings.

19 Q Okay. Yesterday you testified that when you  
20 provided testimony to the Legislature in 2015 relative to  
21 this trigger for closure of charter schools, and you made  
22 reference to where schools had a low graduation rate, you  
23 would consider a compelling explanation.

24 Do you recall that?

1           A     I do.

2           Q     And your testimony was that what you meant by  
3 that was a compelling explanation would be a flood or some  
4 sort of natural disaster.

5                     Is that accurate?

6           A     That was one of the things I believe I  
7 enumerated, yes.

8           Q     Okay. So you agree that there is discretion  
9 under the statutory provision to consider explanations  
10 such as that?

11          A     Yes.

12          Q     So how do you draw the line as to what is a  
13 compelling explanation?

14          A     I believe I stated on the record what were  
15 effectively very unique circumstances that would impact  
16 only one school or a subset of schools for circumstances  
17 that were outside of their control. So floods, fires,  
18 et cetera.

19                     The other area I believe I referenced was  
20 certainly the other piece of contextual information that  
21 would be very informative and would absolutely be  
22 something that I think should be discussed by the board in  
23 making any determination would be if, notwithstanding a  
24 low four-year adjusted cohort graduation rate, if the

1 charter school were demonstrating dramatic improvement for  
2 kids who were credit-deficient through a five-year cohort  
3 rate that was at or well above the 60 percent mark.

4 Q And I believe relative to your example yesterday,  
5 you agreed that if students were displaced as a result of  
6 a natural disaster, you would not -- you would take that  
7 into account if those students affected the graduation  
8 rate of the school that took them.

9 Is that fair?

10 A I believe that was one example I gave, yes.

11 Q Okay. So if we're talking about displaced  
12 students, who are credit-deficient, who are being  
13 counseled out of their zoned schools, would that also be  
14 relevant to how a school is performing based on their  
15 four-year cohort graduation rate?

16 A If it was proven and the Department of Education  
17 had made a determination that that violation was  
18 occurring, then yes.

19 Q And maybe I should -- I'll maybe ask this  
20 differently.

21 If you had a school that graduated a hundred  
22 percent of the students that it took, you agree that would  
23 be a good school?

24 A For the purposes of this narrow element of law,

1 yes. That would be a successful outcome. Absolutely.

2 Q Okay. So if a hundred percent of the students  
3 that enrolled in a school came to that school two years  
4 behind, but they graduated a hundred percent of those  
5 students, would that school be successful in your mind?

6 A Based on the parameters you have stated, I could  
7 not determine that.

8 Q Well, would you find any fault with that school  
9 for the fact that they enrolled all of their -- that the  
10 students they all enrolled were all credit-deficient?

11 A That school would be eligible for inclusion in  
12 the Alternate Performance Framework.

13 Q And I understand that, and so I'm not arguing  
14 with you about that. I'll stipulate to that.

15 My question is: Judging that school based on its  
16 own performance, would you take into --

17 ACTING CHAIR GUINASSO: Based on performance  
18 relative to what standard, Ms. Granier?

19 MS. GRANIER: Relative to the standard we're  
20 applying here today.

21 ACTING CHAIR GUINASSO: The statutory standard?

22 MS. GRANIER: That's correct.

23 ACTING CHAIR GUINASSO: Okay.

24 ///

1 BY MS. GRANIER:

2 Q It would be impossible for that school to meet  
3 that statutory standard. Even if it kept -- even if it  
4 served those students in such a way that they accumulated  
5 credits on track every semester they were with that  
6 school, that school would not meet the statutory minimum  
7 that you are applying here today.

8 ACTING CHAIR GUINASSO: Okay. So why don't you  
9 ask him the question with that standard in mind.

10 BY MS. GRANIER:

11 Q That's my question to you. Thank you.

12 A So I believe that my testimony has been quite  
13 consistent that, in reviewing the performance of a school  
14 under the Alternate Performance Framework, there are other  
15 indicators that are to be applied.

16 So I believe I've been very clear that the  
17 60 percent is not -- for a school that is under the alt  
18 framework, the 60 percent number requires other contextual  
19 information in order to make that determination.

20 MS. GRANIER: I don't think my question has been  
21 answered, but I think it goes to the second half of the  
22 hearing. So I will defer it for now, as long as I can  
23 come back to it?

24 ACTING CHAIR GUINASSO: Yeah, yeah.

1 MS. GRANIER: Okay.

2 ACTING CHAIR GUINASSO: If it goes to whether to  
3 reconstitute or close the school, if that's the purpose,  
4 then we can wait for that.

5 MS. GRANIER: Yes. Thank you.

6 BY MS. GRANIER:

7 Q You are familiar with NRS 322B, the Nevada  
8 Administration Procedures Act?

9 A Generally, yes.

10 Q And you previously have taken the position that  
11 NRS Chapter 233B does not apply to your agency?

12 A I believe that this hearing is being conducted in  
13 accordance with 233B.

14 Q So I wasn't talking about today, but previously,  
15 you have taken the position in prior years that 233B was  
16 not applicable to your agency.

17 A That is an argument that has been made in the  
18 past, yes.

19 Q By you?

20 A Yes.

21 Q Okay. But you -- strike that.

22 I think yesterday you spoke of an organization  
23 called NACSA?

24 A Yes.

1 Q And you seemed to have a high opinion of NACSA  
2 or -- strike that.

3 Have you retained NACSA to provide services in  
4 creating policy and practices for the Authority?

5 A Yes.

6 Q And you have been satisfied with their services,  
7 relatively speaking?

8 A Generally, yes.

9 Q NACSA made a presentation to the entire Authority  
10 board in July of 2015 and, in that presentation, was very  
11 clear that 233B applied to this agency.

12 Do you recall that?

13 A I recall that there was -- that NACSA said yes,  
14 that it most -- I believe they said it most likely did  
15 apply, and they also recommended that we seek clarity in  
16 the statute to ensure that we were directly exempted.

17 Q Clarity in the statute or and amendment to the  
18 statute?

19 A I believe those are the same -- I think the  
20 statute needs to be clarified.

21 Q NRS 230 --

22 A Because -- go ahead. Sorry, go ahead.

23 Q No, no. I don't want to cut you off. Please,  
24 finish your answer.

1           A     233B explicitly exempts contracts. A charter  
2 contract is clearly a contract. The written agreement and  
3 the written charter also take the form of a different kind  
4 of a contract.

5           So based on that provision, it is unclear in my  
6 view of whether 233B actually applies. But I am not an  
7 attorney so, ultimately, that's a decision that someone  
8 else will have to make at a later date.

9           Q     Understood. Has your agency adopted rules of  
10 practice -- strike that.

11           NRS 233B.050 requires every agency to adopt rules  
12 of practice setting forth the nature and requirements of  
13 all formal and informal procedures available. Are you  
14 familiar with that provision?

15           A     I don't recall that provision explicitly, no.

16           Q     Okay. Do you dispute that it's part of the law?

17           A     I'm not an attorney so I don't know that I'm in a  
18 position to...

19           Q     Okay. You are the person who decides what rules  
20 of practice to recommend the Authority adopt as executive  
21 director of the agency?

22           A     I certainly would have a role to the degree that  
23 occurs, yes.

24           Q     Well, who else -- who else at the agency decides

1 what rules should be proposed to this board for adoption?

2 A Presumably members of the board themselves could  
3 propose things.

4 Q Okay. Other than members of the board, is there  
5 anyone?

6 A It would just be me.

7 Q Okay. And has your agency adopted rules of  
8 practice for the requirements of a formal hearing such as  
9 the one we're in today?

10 A No.

11 Q Have you proposed that they do so?

12 A No.

13 Q And how long have you been director?

14 A Three years.

15 Q Okay. Have you -- strike that.

16 You testified yesterday that you are absolutely  
17 not involved in the daily operations of a charter school,  
18 correct?

19 A That is correct.

20 Q Okay. Are you aware of a requirement that your  
21 staff has asserted relative to use of substitute teachers  
22 for special ed who are licensed in a different state?

23 A I am aware of that, yes.

24 Q Okay. And have you imposed any requirements on

1 schools' use of such substitute teachers in its day-to-day  
2 operations?

3 A I believe that the statute is quite clear that  
4 teachers who are -- who teach special education and  
5 teachers who are -- who provide English services to  
6 English language learners -- sorry, ELL teachers must hold  
7 a Nevada license. I think that is explicit in the  
8 statute.

9 Q So you --

10 ACTING CHAIR GUINASSO: Can I interrupt just for  
11 a second? Not to interrupt the questioning. I just  
12 wanted to give you the five-minute warning for lunch. Due  
13 to union considerations in the north, we have to break at  
14 12:00. So I think we've got maybe a five-minute cushion.  
15 So we can go to 12:05 without making anybody upset.

16 Is that right, Danny? If we went after 12:00,  
17 would we be okay?

18 MR. PELTIER: We are open to go whenever you guys  
19 want. The -- 12:00 o'clock, 12:30, 1:30, we're okay  
20 either way. Just for the court reporter's sake, a break  
21 would probably be better sooner rather than much later.

22 ACTING CHAIR GUINASSO: Okay. All right. I was  
23 told earlier that there was some restriction due to a  
24 union contract up there that we couldn't go until 1:00 or

1 1:30. Is that not correct?

2 MR. PELTIER: Their lunch is scheduled for a  
3 certain time. If it goes past that, it is incumbent for  
4 us, both -- probably NCA and whoever is paying for the  
5 meeting, would make up a cover for the lunch.

6 Am I stating that correct, guys?

7 UNIDENTIFIED MALE SPEAKER: Yeah.

8 MR. PELTIER: Yeah. So basically that's --

9 ACTING CHAIR GUINASSO: Okay. Then --

10 MR. PELTIER: That's -- we weren't trying to make  
11 a big deal of it.

12 ACTING CHAIR GUINASSO: Oh, sorry. I just didn't  
13 want to -- I didn't want to incur additional charges or,  
14 you know, put us in a position where we were acting  
15 outside the rules of that facility.

16 But if we can finish the cross-examination of  
17 Patrick Gavin before we go to lunch, that would be  
18 preferable. And I don't -- I don't know that I want to  
19 end at 12:05 in that regard.

20 So do you think you have maybe 30 more minutes of  
21 questions, or what do you think?

22 MS. GRANIER: I would actually think if I can go  
23 until 12:05, over the lunch break, I will review what else  
24 I have, and it will really speed it up as opposed --

1           ACTING CHAIR GUINASSO:  Okay.

2           MS. GRANIER:  -- to trying to do it in --

3           ACTING CHAIR GUINASSO:  What about your 1:30

4 witness?

5           MS. GRANIER:  I know.

6           ACTING CHAIR GUINASSO:  We'll have to push that

7 person back to later in the afternoon, I think.

8           MS. GRANIER:  She's gone.  She's gone.

9           ACTING CHAIR GUINASSO:  Can she appear by phone?

10 We can accommodate her by phone.

11           MS. GRANIER:  I would appreciate that.  I will

12 check with her.  I'm not sure if she's available by phone.

13           ACTING CHAIR GUINASSO:  Okay.

14           MS. GRANIER:  If not, is there any possibility we

15 could go out of order or take a break and come back and

16 finish Mr. Gavin?

17           ACTING CHAIR GUINASSO:  Mr. Ott, would you have

18 an objection to pausing your case in chief to include a

19 witness like that?

20           MR. OTT:  This is Ms. Sanchez?

21           MS. GRANIER:  Mm-hmm.

22           MR. OTT:  How long are we talking about with her?

23           MS. GRANIER:  I don't think long.  Maybe half an

24 hour for me.

1 MR. OTT: I think -- I think as long as it's  
2 brief. I just don't want to inconvenience my witness as  
3 well, but I --

4 ACTING CHAIR GUINASSO: What time is your witness  
5 due?

6 MR. OTT: My witness is in the north outside. I  
7 told him to show up at 11:00.

8 ACTING CHAIR GUINASSO: All right.

9 MR. OTT: I assume he's there.

10 ACTING CHAIR GUINASSO: So we'll probably need to  
11 take your witness first and then bring her -- I'm sorry  
12 for that because we've got two witnesses waiting, and I  
13 want to be respectful of both of their time.

14 So if she's not available later in person, then  
15 we can take her by phone. Hopefully she can still be  
16 available by person later in the afternoon.

17 MS. GRANIER: Okay.

18 ACTING CHAIR GUINASSO: If that works. Again,  
19 because we've got two persons waiting.

20 MR. PELTIER: Member Guinasso, I was just given  
21 information from NCA regarding the 1:30 witness. And they  
22 said they would be contacting Ms. Granier right now to  
23 discuss that. Maybe we could take a quick break, and that  
24 may clarify our schedule for the remainder of the day.

1           ACTING CHAIR GUINASSO: Yeah. Let Ms. Granier  
2 finish her line of questioning here. I did interrupt her,  
3 and I apologize for that. I was just trying to be mindful  
4 of the time.

5           So go ahead and finish your line of questioning,  
6 and then we'll take a break. We'll take a break for  
7 lunch, I suppose, and get things cleaned up so we can have  
8 our afternoon witnesses.

9           MS. GRANIER: Okay. Thank you.

10          ACTING CHAIR GUINASSO: Madam Reporter, can you  
11 read back the last question and answer if there was one?

12           (The record was read by the reporter as  
13 follows:

14           "Question: And have you imposed any  
15 requirements on schools' with issues of  
16 substitute teachers in day-to-day  
17 operations?

18           "Answer: I believe that the statute is  
19 quite clear that teachers who teach special  
20 education and teachers who provide  
21 English -- services to English language  
22 learners -- sorry, ELL teachers must hold a  
23 Nevada license. I think that is explicit in  
24 the statute.")

1           ACTING CHAIR GUINASSO: Thank you. All right,  
2 Ms. Granier.

3           MS. GRANIER: Thank you.

4 BY MS. GRANIER:

5           Q Your agency has mandated that schools such as NCA  
6 administer the ACT Aspire; is that correct?

7           A Yes.

8           Q And what was the purpose for that?

9           A To provide additional data points related to  
10 school performance so that schools, especially during this  
11 transition period, would be able to provide additional  
12 performance data in context.

13          Q And has that data been compiled and provided to  
14 schools?

15          A Every school has access to that data.

16          Q And yesterday I believe you testified that there  
17 is no evidence that NCA is effectively serving  
18 credit-deficient students.

19                Am I recalling that correctly?

20          A Based on the information that has been provided  
21 to us, yes.

22          Q And what, if any, research did you do in order to  
23 reach that conclusion?

24          A We reviewed the data that the school itself

1 provided prior to the deadlines.

2 Q The cure letter that we went through earlier?

3 A Yes.

4 Q Okay. You did not undertake any attempts to  
5 review or investigate that further?

6 A There is no -- we do not have the information to  
7 possibly be able to do so.

8 Q And you didn't review Dr. Garza's report that was  
9 provided on March 27th?

10 A We did not because it was submitted outside of  
11 the deadline -- after the deadline.

12 Q Are you familiar with GradPoint?

13 A I have heard of it.

14 Q Do you have any understanding as to what it is?

15 A My understanding is it is a -- it is a credit  
16 recovery tool that schools can utilize, one of many such  
17 tools on the market, to help students to recover credits.

18 Q Do you have any concerns with NCA's use of  
19 GradPoint to help credit-deficient students get back on  
20 track or accumulate credit towards graduation?

21 A That is a programmatic area that is ultimately  
22 the discretion of the school.

23 Q You testified yesterday about massive disruption  
24 being necessary in order to change a graduation rate, I

1 think.

2 Am I recalling that correctly?

3 A I believe it was to improve school performance.

4 Q Fair enough. Thank you. You made that  
5 clarification earlier.

6 Do you have examples in Nevada of where such  
7 massive disruption has effectively increased the  
8 graduation rate in any schools in Nevada?

9 A The statute only was adopted in 2015 that permits  
10 this. And to date, no school has -- that has been subject  
11 for procedure -- has -- we have not implemented that in  
12 relation to graduation rates.

13 MS. GRANIER: I'm at sort of a natural breaking  
14 point if you want --

15 ACTING CHAIR GUINASSO: Oh, okay. So what we'll  
16 do is we'll continue with the cross-examination after  
17 lunch.

18 Mr. Ott, you'll get an opportunity for redirect.

19 Keep in mind the board, at the conclusion of your  
20 questioning, will have some opportunity to question the  
21 witness. I don't imagine that would take longer than  
22 30 minutes, but maybe it will.

23 I just tell you that to let your witnesses know  
24 what to expect for the afternoon. We've still got a

1 little bit more work to do with Mr. Gavin, I believe. And  
2 then we'll be able to bring them aboard to give their  
3 testimony.

4 So right now, it is 12:04. Let's take 45 minutes  
5 for lunch today instead of an hour, and we'll come back at  
6 12:50 p.m. and resume. Thank you very much.

7 MS. GRANIER: Thank you.

8 ACTING CHAIR GUINASSO: Nobody should discuss the  
9 case outside the room.

10 And, Mr. Gavin, you're still under oath. So  
11 thank you.

12 (The noon recess was taken at 12:04 p.m.)  
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1 RENO/LAS VEGAS, NEVADA, FRIDAY, MAY 26, 2017, 12:52 P.M.

2 -oOo-

3  
4 ACTING CHAIR GUINASSO: Let's get back on the  
5 record. We took a recess for lunch. We had concluded  
6 with the line of questioning in Mr. Gavin's  
7 cross-examination by Ms. Granier.

8 I don't have any preliminary matters to deal with  
9 for the afternoon. We'll just proceed where we left off.

10 BY MS. GRANIER:

11 Q Director Gavin, if would you turn to tab 2 in  
12 your binder, which has been marked as Exhibit B.

13 A I'm there.

14 Q Okay. So for the record that's NCA's proposed  
15 cure letter to you dated March 24, 2017?

16 A Yes, that is correct.

17 Q And if you would turn to page R0108, behind that  
18 tab which has been marked as Exhibit B-11.

19 A Yes.

20 Q You agree this is a version of the charter school  
21 contract that was being negotiated between you and Nevada  
22 Connections Academy?

23 A That is correct.

24 Q And you agree that Nevada Connections Academy

1 submitted this version of contract for your consideration  
2 as part of its proposed cure?

3 A It is incorporated, yes, into that filing.

4 Q Okay. And what is it about this contract that is  
5 not acceptable to you to cure the deficiency we're here  
6 for today?

7 A There are a variety of areas, but most certainly  
8 the most substantive relate to section 8.1.5.1 related to  
9 the -- particularly this penalty language, which, again,  
10 we feel is improper.

11 Additionally, there are several other core  
12 elements of the contract which the school has proposed to  
13 omit, most notably the dispute resolution section.

14 But at the end of the day I think the most  
15 substantive piece relates to that calculation piece for  
16 this penalty.

17 Q So if -- excuse me, I just want to make sure I  
18 understand your answer. If section 8.1.5.1 were removed,  
19 would it be acceptable?

20 A That is difficult -- ultimately, that's not my  
21 decision; that's a decision for the board to make.

22 Q Would you recommend that it would be an  
23 acceptable cure?

24 A Keeping in mind that I have not discussed this

1 with counsel, so there may be other areas in here that he  
2 may recognize are more problematic than I'm aware of,  
3 because I'm not an attorney. Generally speaking, I think  
4 that this has most of the elements that we feel are  
5 important.

6 Q Okay. In the interest of time, as long as if we  
7 get to that portion of -- strike that. Acting Chair  
8 Guinasso, I just have a question:

9 Will we have a separate portion of this hearing  
10 where we address the adequacy of the cure, or is that part  
11 of what we're doing now?

12 ACTING CHAIR GUINASSO: I think that's part of  
13 what we're doing now. We're dealing with graduation rate,  
14 the proposed cures and the adequacy of this cure. So that  
15 would be appropriate for now.

16 BY MS. GRANIER:

17 Q Thank you. I do need to get a bit more detail.  
18 So subject to legal advice of counsel, as  
19 authority director negotiating the contract, you believe  
20 it is acceptable with the removal of 8.1.5.1?

21 A Just to be clear, not with the removal, but with  
22 the changing of the language to be at least, for example,  
23 with anything with relation to the penalty piece, that  
24 certainly strikes us as improper.

1 Q So remove the financial penalty; is that what you  
2 mean?

3 A Yes.

4 Q Okay. And what else, if you would, please?

5 A Ms. Granier, I think it is rather challenging,  
6 since this is an artifact of a particular point in time.  
7 And we've not sat down and negotiated some of these terms.

8 So I think it's really hard without having  
9 essentially a negotiation during this testimony for me to  
10 say that with any degree of -- I think it's very -- it's  
11 challenging for me to understand perhaps some of the  
12 issues that may be important to you in here and what you  
13 mean by them.

14 Q So let me be clear. I'm not trying to negotiate  
15 with you here in the hearing. What I'm trying to do is  
16 the school submitted this draft to you as part of its  
17 proposed cure.

18 And I understand that we are here today because  
19 it is your recommendation to this board that it was not --  
20 the cure was not adequate.

21 So I am trying to establish my record and have my  
22 own understanding as to what provisions of this contract  
23 you deem to be unacceptable relative to that proposed  
24 cure.

1           A     I'm afraid you have me at a disadvantage,  
2 Ms. Granier. So you're also asking a very different  
3 question than what, when I reviewed this, how I determined  
4 whether this was, in fact, an acceptable cure or not.

5           Q     That's the question I meant to ask. So will you  
6 answer that one?

7           A     Sure. This contract -- this proposed contract  
8 effectively just keeps everything as it is. This does  
9 not, for example, deal with issues such as potential  
10 change of governance that you've mentioned in your cure.

11                   It does not address third-party validation. So  
12 there are a variety of things that are not incorporated in  
13 here that are incorporated in your cure. So at least  
14 based on my reading. If I'm wrong, then please correct  
15 me.

16                   So one of my primary concerns is that the  
17 language of this contract is different from -- in order  
18 for this to be a part of the cure, it would actually have  
19 to be reflective of all the elements of the cure that  
20 you're committing to.

21           Q     Had you ever told the school that, when you were  
22 giving us feedback on this -- strike that. As part of our  
23 discussions about an acceptable cure, when the school  
24 asked you for feedback, we were talking about and

1 exchanging drafts of this contract, correct?

2 A That is not my recollection at this point in  
3 time. I believe the last time we exchanged a draft of  
4 this contract was back in the fall. And this is your  
5 cure, if I recall correctly, for the March -- for -- this  
6 is the March letter.

7 Q That is correct. So you have no recollection of  
8 phone calls or at least a phone call with yourself,  
9 Mr. Ott, me and Mr. Werlein, where we spoke to you about  
10 revising this draft contract and what would be an  
11 acceptable penalty provision, meaning the judicial review  
12 provision and modification to that, to get us to an  
13 acceptable contract?

14 A I do remember that discussion, yes. I don't  
15 remember seeing this document.

16 Q When we had that discussion, did you tell the  
17 school: Make sure that any elements in your cure about  
18 third-party validation and other things are -- make sure  
19 you add those when you send your draft over?

20 A I didn't realize that I needed to provide legal  
21 advice to a school that already has an attorney.

22 Q Okay. I believe -- strike that. Is it your  
23 recollection that what the parties were discussing was  
24 that we thought we for the most part had, after having

1 spent significant time working on this contract together,  
2 an agreeable contract with the exception of that judicial  
3 waiver provision?

4 A That is my recollection, yes.

5 Q Okay. And that version of the contract did not  
6 have reference to third-party validation and a change in  
7 governance that you just referenced?

8 A Ms. Granier, without having seen the entirety of  
9 your cure, it would be difficult to know what should or  
10 should not be included in the contract.

11 Q Okay. I'm sorry. I guess I misunderstood your  
12 testimony.

13 I thought we just established that when we were  
14 all having these discussions about an acceptable contract  
15 that could get us to an acceptable cure, we had narrowed  
16 down our discussion to just the issue of the judicial  
17 waiver provision.

18 A Again, there are a myriad of statements or  
19 commitments, whatever you want to call them, that are made  
20 in this proposed cure. We went through that this morning.

21 Q Yeah. I just want to focus on the contract. I  
22 don't want to focus on -- I'm sensitive to everyone's time  
23 here, including yours. I'm very focused on this contract  
24 as just the single element of the cure. What was wrong

1 with this contract as we sent it in as part of the  
2 proposed cure?

3 A I believe I've already answered the question to  
4 the best of my ability.

5 Q Okay. When you received this version of the  
6 contract as part of our proposed cure, did you review it?

7 A I did.

8 Q Okay. When you reviewed it, what sections of the  
9 contract did you have a problem with?

10 A I believe I just stated what those were.

11 Q Okay. So it was that there was no provision in  
12 this contract for a change in governance?

13 A Again, it was that this contract is not  
14 reflective of the cure that is proposed. And in my view  
15 all of those elements need to be reflected. Otherwise,  
16 this document here is nothing but empty promises.

17 Q Okay. So if we agreed that everything in that  
18 document was incorporated into this contract, and then we  
19 took out the penalty, the financial penalty that you said  
20 is not acceptable, then is this contract an acceptable  
21 cure? Do we have an acceptable cure?

22 A Since I believe we've already made clear some of  
23 the concerns we have with the inadequacy of the letter or  
24 of the conditions that were stated in the letter, no.

1 Q Okay. With respect to --

2 A The cure has to be treated as a single piece.  
3 And while we may -- we may wish, there may be specific  
4 deficiencies in specific areas, the cure is one -- it's  
5 ultimately one set of commitments from the school.

6 Q Okay. So this was with respect to the cure  
7 proposed for March 2017. Now I want to talk to you about  
8 the cure proposed for the 2015 cohort.

9 A Uh-huh.

10 Q You had also indicated that the version of the  
11 contract by itself that you proposed with the judicial  
12 waiver provision would have been an acceptable resolution,  
13 had you not?

14 MR. OTT: I'm going to object. That refers to a  
15 document that's not in evidence.

16 ACTING CHAIR GUINASSO: I don't know what  
17 document -- you're talking it's another iteration of this  
18 contract; is that what you're saying? It's a different  
19 iteration?

20 MS. GRANIER: It's a public record. It was  
21 attached to this board's -- it was attached to staff's  
22 recommendation, I think, in the July -- it would have been  
23 the July or September meeting. So I think it can be  
24 judicially noticed.

1           ACTING CHAIR GUINASSO: Okay. Was that the one  
2 where you're directed to work out certain provisions that  
3 weren't acceptable to the board at the time?

4           MS. GRANIER: Yes.

5           ACTING CHAIR GUINASSO: Okay. And that would  
6 have been -- that wouldn't have been part of a cure  
7 because you hadn't been notified, no Notice of Intent had  
8 gone out at that time; is that right? Or was that dealing  
9 with the Notice of Intent from January of 2016 or  
10 February 2016?

11          MS. GRANIER: No. That is correct. It was to  
12 avoid the Notice of Intent from issuing.

13          ACTING CHAIR GUINASSO: Okay. Maybe if we can  
14 avoid referring to that document because we just don't  
15 have it here, and I don't recall what that had in it. It  
16 would have been different from this document.

17          MS. GRANIER: I'd like to make an offer of proof  
18 so that I can have the opportunity to provide that  
19 document and revisit this.

20          ACTING CHAIR GUINASSO: Okay, that would be fine.

21 BY MS. GRANIER:

22          Q     You did offer -- strike that. Would you have --  
23 you entered into a contract with Beacon Academy that you  
24 deemed an acceptable cure and therefore did not pursue

1 closure proceedings against that school, correct?

2 A That is correct.

3 Q And would you have entered into a similar  
4 contract with Nevada Connections Academy to avoid the  
5 closure proceeding?

6 A Yes.

7 Q Okay. Thank you.

8 And I would request, given that that Beacon  
9 Academy contract is a public record, as it would have been  
10 approved by this board, that you take judicial notice of  
11 it and that it be made part of our record.

12 ACTING CHAIR GUINASSO: Is that one of the  
13 excluded documents?

14 MS. GRANIER: No. It's just -- I'm just asking  
15 for judicial notice of something that I think --

16 ACTING CHAIR GUINASSO: Of the Beacon, of the  
17 Beacon contract?

18 MS. GRANIER: Yes.

19 ACTING CHAIR GUINASSO: And for what purpose?

20 MS. GRANIER: To demonstrate what the director  
21 deemed to be an acceptable cure. And he said would have  
22 been an acceptable cure for NCA.

23 ACTING CHAIR GUINASSO: It doesn't really go to  
24 the argument that you're making that it's now being

1 treated differently, does it?

2 MS. GRANIER: No. It goes to the argument of  
3 what was an acceptable cure.

4 ACTING CHAIR GUINASSO: What would have been an  
5 acceptable cure for Nevada Connections doesn't necessarily  
6 mean that that would be acceptable for Beacon or vice  
7 versa, I don't think, right?

8 MS. GRANIER: Actually, Director Gavin offered  
9 NCA the same contract as Beacon. And if we had just  
10 signed that, waiving our rights to judicial review, we  
11 would not be sitting here today. So I think it is very  
12 material.

13 MR. OTT: I think that mischaracterizes the  
14 representation. I believe I sent a copy of that contract  
15 saying this is an example of a document that has been  
16 approved by the board, so that you were fully advised of  
17 how other schools had been treated.

18 MS. GRANIER: You did, but Director Gavin  
19 attached to his staff report and recommendation to this  
20 board at the July 2016 board meeting that we be required  
21 to enter into that exact same contract. That's what I'm  
22 requesting judicial notice of.

23 ACTING CHAIR GUINASSO: Let's stay focused on  
24 your proposed cure and not the cure for another school. I

1 don't think we'll include that as a part of the record,  
2 because those are different circumstances and not directly  
3 applicable to -- at least you haven't established that  
4 they're directly applicable in this case, unless I'm  
5 missing something.

6 MS. GRANIER: I'm afraid maybe I'm not being  
7 clear. So let me give this another try. The witness just  
8 testified under oath that he would have allowed NCA to  
9 enter into a contract similar to Beacon and that would  
10 have been deemed an acceptable cure just like it was for  
11 Beacon.

12 We were offered -- this can come in through  
13 future testimony. So you will hear from other witnesses  
14 that the school was told if they had just signed that  
15 contract -- the only objectionable provision in the  
16 contract was the judicial waiver provision.

17 Otherwise, we were at contract and we would not  
18 be here. So it is highly relevant to this proceeding what  
19 is an acceptable cure.

20 ACTING CHAIR GUINASSO: How about if we  
21 stipulate -- if I recall correctly, and this is a matter  
22 of record -- the board actually gave specific direction  
23 that that provision be included in the contract for Nevada  
24 Connections. And so that was definitely an expectation

1 that the board had given.

2 And I don't think Director Gavin would have had  
3 the ability to negotiate a contract that didn't include  
4 that provision.

5 And so if that accomplishes the same purpose,  
6 that is, that we take judicial notice of specific board  
7 direction to include a waiver of certain aspects of  
8 judicial review for certain issues, then I think it  
9 accomplishes the same purpose without including another  
10 school's contract.

11 MS. GRANIER: I think it may as long as -- well,  
12 I guess the question is if we are in agreement, that if  
13 that provision had been included, that would have been an  
14 acceptable cure, which is --

15 ACTING CHAIR GUINASSO: Yeah, that would have  
16 been presented back to the board, I think, in September or  
17 October, when the deadline -- I think Chair Johnson gave a  
18 specific deadline on that, and that would have come back  
19 to us for consideration and approval, I would imagine.

20 It's hard to rewrite history when those things  
21 didn't happen. But I do recall the specific board  
22 direction.

23 And, Mr. Ott, you can correct me if I'm wrong on  
24 this point, but the specific board direction is that we

1 had to have not a waiver of judicial review in total, but  
2 just a waiver with respect to most issues except for  
3 how -- what was the number?

4 MR. OTT: There were specific benchmarks included  
5 in section 8.1.5.1 and it was limitation on what the court  
6 could look at if those specific benchmarks were not met.

7 ACTING CHAIR GUINASSO: That's right. That's  
8 what I recall, too. And in so much as that was an  
9 acceptable cure, and I think that goes to your questioning  
10 of Director Gavin, I think that accomplishes the same  
11 purpose as incorporating by reference the Beacon Academy  
12 contract that did have that provision that the board had  
13 asked for.

14 MS. GRANIER: Right. And, unfortunately, in July  
15 of 2016 this board directed staff to negotiate mutually  
16 agreeable terms. So I'm not sure if you were on the board  
17 then.

18 ACTING CHAIR GUINASSO: That was my first  
19 meeting. So July was my first meeting. And then the  
20 subsequent month, I think August or September, I think we  
21 asked for that provision to be included.

22 MS. GRANIER: So at the July board meeting, at  
23 your first board meeting, apparently, the morning of the  
24 meeting, for the first time Director Gavin attached the

1 Beacon contract to his board recommendation related to  
2 NCA.

3 And the recommendation was: Approve the  
4 benchmarks and approve this grad rate improvement plan  
5 subject to the condition that NCA sign this contract.

6 And the board -- I objected to that because we  
7 had never seen the contract -- and the board responded to  
8 that and said: Go negotiate mutually agreeable terms.

9 And then when we were not able to negotiate  
10 mutually agreeable terms, then, yes, in September this  
11 board directed.

12 I'm not trying to re-debate this with you. It is  
13 history. I'm just trying to make a complete record.

14 So if we can stipulate that the minutes and the  
15 supporting materials from those board meetings can be part  
16 of the record, which I think you can judicially notice  
17 anyway, then I think we can move on.

18 ACTING CHAIR GUINASSO: I think any reviewing  
19 court would be able to take judicial notice of those board  
20 actions, I believe.

21 Mr. Ott, what's your perspective on that?

22 MR. OTT: I think the judicial review is fine.  
23 I'd like to know, is it just those two board meetings that  
24 we're talking about?

1           ACTING CHAIR GUINASSO:  When we gave specific  
2 direction to -- first, I remember Ms. Granier's point.  
3 We gave specific direction and negotiate mutually  
4 agreeable terms, we gave a timeline, I believe, with that,  
5 yes, September 27th.

6           And then it came back to our attention that the  
7 judicial review piece was not acceptable to Connections.  
8 And so the question for the board was:  Did we want that  
9 term or not?

10           And I think the board decided in that meeting, it  
11 would have been the September meeting, that that term had  
12 to be a part of the contract.

13           So that's what I recall with regard to the  
14 timeline of events, July, August and September, there  
15 would have been some discussion of this issue in all three  
16 of those meetings, I believe.

17           MR. OTT:  That's fine.  I was just trying to see  
18 if those minutes were already in the record somewhere.

19           ACTING CHAIR GUINASSO:  Yeah, I think a few  
20 are -- the July 1, I know, is.  I'm not sure about the  
21 August, perhaps September.  I just can't recall.

22           MS. GRANIER:  I can't either, and I was trying,  
23 just in the interest of time.

24           ACTING CHAIR GUINASSO:  That's fine.  So if you

1 want to reference those as a part of the record later on,  
2 if they weren't included, which I think they were, we  
3 wouldn't object to that.

4 And I think you'd have a right to that -- again,  
5 that's just assuming there's some adverse outcome of this.  
6 I don't know that that assumption holds at this point.  
7 Still got a lot of work to do.

8 MS. GRANIER: Thank you.

9 BY MS. GRANIER:

10 Q One more question on the cure issue relative to  
11 the contract. As executive director of the authority, why  
12 do you believe, to have an acceptable cure, that contract  
13 must include a provision that the school not raise certain  
14 arguments on judicial review, aside from the fact that the  
15 board directed that language be in there? Just as  
16 director, why is that necessary to you?

17 A We want to have clarity on what the actual  
18 expectations are for both parties.

19 And we continue to disagree strongly regarding  
20 what the school believes are potential acceptable  
21 extenuating circumstances. And the school continues to  
22 articulate views -- interpretations of the law that we  
23 believe are inaccurate.

24 And much of that language is directly embedded

1 throughout the improvement plan. And my concern is that  
2 for us to accept that as is, as your plan and your  
3 beliefs -- and you're entitled to believe what you want,  
4 or your client is entitled to believe what they want --  
5 without us on the other side making it very clear what we  
6 will and will not consider and what we are both mutually  
7 agreeing we will and will not consider, is critical.

8 Q So if we were clearer as to what you would and  
9 would not consider, could the school retain the right to  
10 seek judicial review of your decision?

11 A So I'm a little bit perplexed, Ms. Granier. If  
12 we made it very clear that the contract has a termination  
13 provision in the event that the school does not hit  
14 benchmark X, Y or Z, in each of the given years, and it  
15 was abundantly clear that that was the sole basis for the  
16 decision, then I think -- then I would be fine with that.  
17 I think that gets at the exact same thing.

18 Q So to make sure I'm understanding you, what  
19 you're saying --

20 A I'm not an attorney here, so...

21 Q I understand that. I'm just trying to make sure  
22 I understand. That's all. I'm not asking for a legal  
23 interpretation.

24 But if the contract -- what you're saying is what

1 would be acceptable to you would be if the contract said  
2 your benchmark is 40 percent in 2016, if you don't hit  
3 that 40 percent, we will appoint a receiver and we all  
4 agree that the only thing we will look at is the four-year  
5 cohort graduation rate to determine whether you hit that  
6 40 percent, then you would be fine with judicial review?

7 A Absolutely. And I believe I've made this clear  
8 at a number of prior meetings. And I thought I'd  
9 mentioned this earlier.

10 But I want to be 100 percent crystal clear. It  
11 was never our intent, or anything I've ever argued for, to  
12 prevent judicial review of that determination.

13 If the graduation -- if the authority had erred,  
14 had misread the information in Nevada Report Card, then  
15 that would be absolutely grounds for judicial review and  
16 overturning.

17 Q But if the school sought to challenge whether it  
18 is appropriate to have that hard trigger and close a  
19 school based just on that one data point, you would not  
20 agree to judicial review of that issue, in its part of the  
21 contract?

22 A That is correct.

23 Q Okay. Thank you.

24 It is true that you stated, in the course of the

1 last few weeks, that you might have ideas to share about  
2 how to solve this matter but would not share them with the  
3 school unless they entered into a confidentiality  
4 agreement; is that right?

5 MR. OTT: Objection, relevance and settlement  
6 discussions under 48.105.

7 MS. GRANIER: And I don't want to talk about  
8 settlement discussions. This was a precondition to  
9 Director Gavin sharing ideas about an acceptable solution.

10 ACTING CHAIR GUINASSO: So your question is  
11 whether he would share those ideas if a confidentiality  
12 agreement was signed?

13 MS. GRANIER: Well, close. He said he wouldn't  
14 unless a confidentiality agreement was signed. I'm just  
15 trying to confirm that for the record.

16 ACTING CHAIR GUINASSO: I think he just answered  
17 that question, but I wouldn't go too far --

18 MS. GRANIER: I agree.

19 THE WITNESS: Yes.

20 MS. GRANIER: Thank you.

21 ACTING CHAIR GUINASSO: Before you go to the next  
22 line of questioning, I want to understand something in  
23 terms of the questions that were just asked.

24 The limitation on judicial review was with regard

1 to the benchmarks, and that was what was in dispute.

2 And what the school wanted was the ability for  
3 judicial review for other issues but I didn't get -- you  
4 presented some issue, too, that I didn't quite --

5 MS. GRANIER: It really goes back to what we're  
6 talking about here, which is taking into account, is the  
7 school's grad rate 45 percent because of poor performance,  
8 because of the kids that it housed long enough to actually  
9 serve and have an effect on are getting behind?

10 Or is the school's graduation rate 45 percent  
11 because 50 percent or 49 percent of the kids who are  
12 hitting the door of that school are already a semester or  
13 more behind when they get there. That's the issue that  
14 the school wants to preserve the right to challenge.

15 MR. OTT: 40 percent, right? You said  
16 45 percent.

17 MS. GRANIER: I don't think the number matters.

18 ACTING CHAIR GUINASSO: I get your point.

19 BY MS. GRANIER:

20 Q If you would turn to the documents behind tab 3  
21 in the binder in front of you. And we've marked it for  
22 the record as Exhibit C.

23 A Yes.

24 Q What is that?

1           A     So, again, this is the charter school agreement  
2 between Nevada Connections Academy and the State Public  
3 Charter School Authority which was entered into in 2013.

4           Q     And this says, "Currently the effective agreement  
5 under which NCA is operating"?

6           A     That's correct.

7           Q     If you would turn to page 2 of that document, I  
8 would focus your attention to paragraph 4, student  
9 achievement. If you would take a moment to review that.  
10 Let me know when you're ready for some questions.

11                     In this provision, the school is agreeing to  
12 report to the authority, you, on a regular basis, "the  
13 academic progress of the school in meeting standards of  
14 achievement set forth in the application, meaning their  
15 charter school application, as required by NRS 386.605 and  
16 NRS 386.610."

17                     Did I read that correctly?

18           A     You did.

19           Q     And has the school failed to report to you as  
20 required under this provision of their contract?

21           A     No.

22           Q     Okay. And then it says, "Additionally," and  
23 there are three bullet points, "the sponsor shall base  
24 evaluation of student achievement on the academic

1 performance indicators and measures set forth by the  
2 performance framework and the Statewide System of  
3 Accountability," with a citation to NRS 385.3455 through  
4 385.391. Did I read that correctly?

5 A Yes.

6 Q Have you based your evaluation of student  
7 achievement on the academic performance indicators and  
8 measures set forth in the performance framework and the  
9 Statewide System of Accountability for NCA?

10 A NCA has received an annual star rating consistent  
11 with the Statewide System of Accountability, and NCA has  
12 also received a performance framework.

13 The most recent performance framework issued for  
14 any school in the state was in 2014 due to the pause in  
15 accountability and the lack of available data. I would  
16 note that there is also additional statutory language that  
17 supersedes this.

18 Q So what is your testimony about what you have  
19 done to evaluate student achievement on the academic  
20 performance indicators and measures set forth in the  
21 performance framework for NCA since 2014?

22 A As I just testified, there is insufficient data  
23 to calculate a performance framework since 2014.

24 The State Board of Education initiated a pause

1 for one year. We then had a statewide data irregularity.  
2 And, finally, we do not yet have growth data.

3 The next time the authority will be in a position  
4 to issue a performance framework will be this coming fall  
5 once those data points are available.

6 Q And the second bullet point says, "The  
7 performance framework may include school-specific  
8 performance goals to the extent such goals meet the  
9 sponsor's expectations for rigor, validity and  
10 reliability." Did I read that correctly?

11 A Yes.

12 Q Do you know, as you sit here today, what are the  
13 school-specific performance goals for NCA?

14 A I am not aware of any charter amendment that has  
15 ever been filed by NCA to amend its performance framework  
16 to incorporate any mission-specific indicators.

17 Q Okay. And does its existing performance  
18 framework include measures or indicators for evaluating  
19 academic performance?

20 A Yes.

21 Q And is it your testimony that there's no way --  
22 there's no information for you to look at to conduct any  
23 kind of evaluation of student performance at NCA since  
24 2014, as provided under that framework?

1           A     There's insufficient data on which to base a  
2 calculation.

3           Q     That there is some data?

4           A     There is some data, but it is incomplete.

5           Q     What data is there?

6           A     There's initial status proficiency data that was  
7 based on last year's test scores. There's no information  
8 regarding academic growth, which I believe both this  
9 school and the authority believe is the most important  
10 measure of school performance, is how it's actually  
11 impacting the students it gets.

12          Q     And with respect to the data that you do get,  
13 have you looked at that?

14          A     We have.

15          Q     For NCA?

16          A     Yes.

17          Q     And does it create concerns that would rise to  
18 the level of recommending closure based on that data?

19          A     No.

20          Q     And the third bullet point says, "The sponsor  
21 shall evaluate the charter school at least annually  
22 consistent with the indicators and measures set out in the  
23 performance framework in the Statewide System of  
24 Accountability."

1           And based on your previous answers, my  
2 understanding would be you have not been doing this  
3 because of the pause?

4           A     That's correct.

5           Q     Okay. When was the last time you had a site  
6 visit at NCA to evaluate what it is they are doing and  
7 understand what they do?

8           A     I've been to the school at least on two  
9 occasions. The specific requirement of the performance  
10 framework document is that there be a midterm site visit.  
11 The school is currently just about at that point. And  
12 then prior to renewal that there also be a site visit.

13                 So there are those two things. I would also note  
14 that the authority has not been permitted to conduct  
15 performance, to conduct site visits as this is a matter  
16 that has been, again, repeatedly requested in budget  
17 requests and both the governor's office and the  
18 Legislature determined were inappropriate uses of state  
19 funds at the time.

20                 This upcoming biennium will be the first time  
21 there will be any resources apportioned for site visits.

22                 I would note that it will continue to be quite  
23 challenging despite the dramatic growth in the state  
24 portfolio. For example, we had a reduction in our

1 authorized amount for travel to be able to conduct site  
2 visits, to have staff conduct that work.

3 Q And NCA's location is in Washoe County; is that  
4 correct?

5 A That's correct.

6 Q And you reside in the area, Northern Nevada?

7 A I do.

8 Q And all of the time since you've been considering  
9 recommending closure of this school, have you ever gone to  
10 the school to see what it is actually doing and understand  
11 its performance and interaction with its students?

12 A There's no requirement to do so in order to make  
13 a recommendation for closure.

14 Q Is that a no?

15 A That is a no.

16 Q Thank you. If you would turn to tab 12, if you  
17 would, which we've marked for the record as Exhibit E, and  
18 go to what's face labeled R -- well, first of all, look at  
19 the front page of that document. What is it?

20 A This says Charter School Performance Framework.

21 Q Look at R220, under section two, it is the  
22 heading: "Objective of the Charter School Performance  
23 Framework." Do you see that?

24 A Yes.

1 Q And if you go down to the fourth paragraph, it  
2 reads:

3 "The objective of the charter school performance  
4 framework is to provide charter school boards and leaders  
5 with clear expectations, fact-based oversight and timely  
6 feedback when ensuring charter school autonomy."

7 Did I read that correctly?

8 A You did.

9 Q When is the first time you notified NCA they  
10 would be subject to closure because of their four-year  
11 cohort graduation rate?

12 A When the board authorized us to issue a notice  
13 based on that. I do not have the authority to issue a  
14 notice on my own.

15 Q You have the authority to make a phone call and  
16 let a school know that you will be recommending this,  
17 right?

18 A Yes.

19 Q But you did not do that with NCA?

20 A I did not.

21 Q And what fact-based oversight have you provided  
22 to NCA relative to the closure proceedings and your  
23 recommendation?

24 A We notified you of the fact that your graduation

1 rate was less than 60 percent.

2 Q If you go down to the next paragraph it says, "In  
3 addition to achieving this objective, a performance  
4 framework should deliver important secondary benefits."

5 Did I read that correctly?

6 A Yes.

7 Q And under the second data point, or bullet point,  
8 it says, "Comprehensive information for data-driven and  
9 merit-based charter renewal and contract revocation  
10 termination."

11 Did I read that correctly?

12 A You did.

13 Q And other than the single data point of the  
14 four-year cohort graduation rate, what comprehensive  
15 information that was data-driven and merit-based did you  
16 consider before recommending that this school be  
17 considered for closure?

18 A Pursuant to the statute, the single data point is  
19 sufficient.

20 Q And if you turn to the next page, page 4, under  
21 the heading Academic Financial Organizational and  
22 Mission-Specific Indicators, do you see that?

23 A Yes.

24 Q For Academic, it says, "Academic achievement

1 determinations for all schools will be based on student  
2 progress over time (growth), student achievement (status)  
3 and college and career readiness."

4 Did I read that correctly?

5 A You did.

6 Q And is your -- again, just for the record -- is  
7 your recommendation for closure of NCA based on your  
8 belief that -- or based on any information that reflects  
9 student progress over time, student achievement and  
10 college and career readiness, other than that single  
11 four-year cohort graduation rate?

12 A It is not.

13 Q And do you conduct the annual review for NCA that  
14 is required on the same page under the next heading?

15 A We do.

16 Q And have you raised any concerns with NCA that  
17 would rise to the level of even needing to notify this  
18 board other than this single, four-year cohort data point  
19 for the graduation rate?

20 A We do not.

21 Q And on the next page, if you go under the heading  
22 section 4 Performance Framework Process Description.

23 A Uh-huh.

24 Q And you go to the fourth paragraph. About midway

1 through the paragraph, there's a sentence that says --  
2 it's discussing reviews of the school's academic,  
3 financial, organizational and mission-specific  
4 performance; is that correct, that paragraph is?

5 A You're talking about the paragraph that starts  
6 with "Every charter school"?

7 Q Yes.

8 A Yes.

9 Q And then it says, "The parameter of these  
10 analyses are indicated in detail in Appendix A, quote,  
11 'detailed academic performance indicator descriptions.'"

12 Correct?

13 A Yes.

14 Q Then in the next paragraph, it says, "Site visits  
15 afford a sponsor with an opportunity to appreciate a  
16 qualitative aspect of the school not directly measured in  
17 ways other than observation or personal interaction."

18 Did I read that correctly?

19 A Yes.

20 Q Okay. And you're familiar with the intervention  
21 ladder that's proposed or that's included in this  
22 performance framework?

23 A I am.

24 Q And that intervention ladder that's set forth on

1 the next page of this document provides that for a level  
2 one there will be a Notice of Concern. Is that correct?

3 A That's correct.

4 Q And when did you issue NCA a Notice of Concern,  
5 if ever?

6 A We did not.

7 Q Okay. And then this explains if schools enter  
8 level one and get the Notice of Concern and then fail to  
9 adequately address that Notice of Concern, they will be  
10 escalated to level two in which case they get a Notice of  
11 Breach; is that true?

12 A That is correct for elements that are under the  
13 performance framework, yes.

14 Q When, if ever, did you send NCA a Notice of  
15 Breach?

16 A We did not, because the statutory provision  
17 supersedes the performance framework.

18 Q Did you issue a Notice of Concern or a Notice of  
19 Breach to NVVA?

20 A We did.

21 Q And was one of the reasons for that notice --  
22 strike that. Was it a Notice of Concern?

23 A There was a Notice of Concern issued and a Notice  
24 of Breach issued.

1 Q And was the fact that their graduation rate was  
2 below the 60 percent one of the reasons?

3 A The notices were issued prior to the adoption of  
4 that statute.

5 ACTING CHAIR GUINASSO: For the record, can you  
6 clarify the school we're talking about?

7 MS. GRANIER: Oh, NVVA.

8 ACTING CHAIR GUINASSO: NVVA.

9 MS. GRANIER: Nevada Virtual Academy.

10 ACTING CHAIR GUINASSO: Madam Recorder, NVVA is  
11 Nevada Virtual Academy.

12 THE WITNESS: I believe I answered the question.  
13 BY MS. GRANIER:

14 Q Okay. So following the passage of SB 509, is it  
15 your testimony that you terminated pursuing action under  
16 the Notice of Breach that you had issued to NVVA?

17 A No.

18 Q Why not? Strike that. I thought it was your  
19 testimony that the Notice of Breach didn't apply anymore  
20 because of SB 509. Did I misunderstand?

21 A You misunderstood, yes.

22 Q So following passage of SB 509, the Notice of  
23 Breach is still --

24 A In effect for NVVA, yes.

1 Q And it's still part of the process under the  
2 performance framework?

3 A Yes.

4 Q Okay. Thank you.

5 And under section 6 on the next page of this  
6 document, it says, "High stakes decisions."

7 Are you following me?

8 A I am, yes.

9 Q And it reads: "The Authority will consider the  
10 collective record of a school's academic, financial,  
11 organizational and mission-specific performance when  
12 making high stakes decisions through the academic  
13 performance framework. Though the academic performance  
14 framework will be the most important factor in most  
15 decisions."

16 Did I read that correctly?

17 A I don't believe you did. I think you said  
18 performance framework when you meant to say performance.

19 Q Fair enough. Other than that?

20 A Other than that, I believe it's accurate.

21 Q Okay. Thank you.

22 And I think you've already answered this, but  
23 just to be clear on the record: You have not considered  
24 this collective record in making your recommendation to

1 issue a Notice of Closure for the school?

2 A That is correct.

3 Q Looking at Appendix A on R0226, this again, under  
4 the performance framework adopted by this agency, there is  
5 a weight given for evaluation of academic performance for  
6 high schools to three different factors, correct?

7 A That is correct.

8 Q And where does graduation rate fall?

9 A I believe it falls under college and career  
10 readiness.

11 Q Okay. And what percentage of that is considered  
12 for the detailed academics performance indicator under the  
13 performance framework? It's on page R0226, I think.

14 A Thank you. I was going to the actual data  
15 further down. R0226. I'm sorry. Yes, college and career  
16 ready. I thought you were asking specifically on grad  
17 rate as a component of that. I misunderstood. I  
18 apologize. 30 percent.

19 Q Okay. That's a good point. Thank you. As far  
20 as that 30 percent goes, is then the high school four-year  
21 cohort graduation rate just a piece of that college and  
22 career readiness factor?

23 A Yes, it is.

24 Q Okay. And what percentage is that of that

1 factor?

2 A I don't recall specifically. I don't see here on  
3 this document. It may be embedded somewhere else. But it  
4 is certainly in the guidance document that we have  
5 prepared for schools related to the performance framework  
6 showing sort of that general calculation piece and what  
7 way is what, but I don't have it off the top of my head.

8 Q Fair enough. It's higher than 30 percent,  
9 obviously?

10 A Oh, yes.

11 Q Thank you.

12 I'm almost done. Just a couple more quick  
13 questions. Yesterday you mentioned that in November of  
14 2016, NCA contacted you two days or requested a meeting or  
15 phone call with you two days before its cure deadline to  
16 try to get your feedback on its proposed cure; is that  
17 correct?

18 A I believe you contacted our counsel, but yes.

19 Q And you refused to communicate with the school at  
20 that point about its proposed cure?

21 A We were in the midst of litigation and we  
22 declined to discuss that, yes.

23 Q So it wasn't because it was just -- I got the  
24 impression it was because it was two days before the

1 deadline and you said you were out of town.

2 A I was out of town, but at the end of the day it  
3 was really about the lack of -- we were in the midst of  
4 litigation and that was discomfiting.

5 Q So aside -- other than that, you could have made  
6 time for a phone call to give the school feedback on their  
7 proposed cure at that point, before their deadline?

8 A We could have, but we were not required to.

9 Q Okay.

10 A And I would also note again that the school --  
11 there was no evidence to suggest that the school's board  
12 had actually adopted a cure or even had a meeting  
13 scheduled to be able to adopt a cure prior to the  
14 deadline.

15 Q The request was simply to discuss a proposed cure  
16 with you; isn't that true?

17 A True. But I distinctly remember checking to see  
18 if you had a meeting scheduled.

19 Q If you would turn to tab 4 in the binder, and  
20 we've marked that, for the record, as Exhibit Z.

21 A Yes, I've seen this.

22 Q It is entitled "NCA 2013-14 School Improvement  
23 Plan." Correct?

24 A Yes.

1 Q So it is a school improvement plan as opposed to  
2 a specific plan focused on improvement of the high school  
3 graduation rate, correct?

4 A Based on the title of the document, if that's  
5 what you're asserting, yes.

6 Q Okay. Well, take the time you need to review it  
7 so you can respond to my question, based just not on the  
8 title, but the document itself, please.

9 A It certainly contains other indicators beyond  
10 graduation rate.

11 Q So unlike the graduation rate improvement plan  
12 presented to this board in May at their request, and with  
13 your collaboration, this 2013 school improvement plan does  
14 not solely focus on how to intervene and create academic  
15 measures to try to be very focused on improving the  
16 graduation rate?

17 A This is -- this was your client's internal  
18 document, Ms. Granier. There certainly are other things  
19 being looked at here besides the graduation rate. So...

20 Q If you'd turn to R0176.

21 A Uh-huh.

22 Q It has a summary of NSPF and charter school  
23 framework performance data content area overview; is that  
24 right?

1 A Yes.

2 Q Okay. Did you ever notify Nevada Connections  
3 Academy before this hearing that you believed that the  
4 Charter School Authority Performance Framework does not  
5 apply to them?

6 A I don't recall.

7 Q Okay. I think I have two more questions and I'm  
8 done with this portion of it.

9 I just need to make sure I understand your  
10 position on credit deficiency relative to the proceedings  
11 today.

12 So I want to give you a hypothetical: Assume in  
13 a given cohort, 84 percent of credit-deficient  
14 non-graduates arrived at Nevada Connections Academy in  
15 their 11th or 12th grade year?

16 A Okay.

17 Q Assume that 80.4 percent of those  
18 credit-deficient non-graduates arrived one semester or  
19 more credit-deficient.

20 A Okay.

21 Q Would that information be relevant to your  
22 decision as to whether to recommend closure of a school  
23 for a graduation rate below 60 percent?

24 A There's insufficient information to make that

1 determination.

2 Q What other information would you need?

3 A Specifically whether the student was in the 11th  
4 or the 12th grade, because, clearly, you have more time to  
5 catch a student up who is in the 11th grade than the 12th  
6 grade.

7 Q Additionally -- and I just want to be clear --  
8 what percentage of students did you say would meet this  
9 standard?

10 I said in a given cohort, 84 percent of  
11 credit-deficient non-graduates arrived in their 11th or  
12 12th grade year.

13 A What percentage of all kids is that?

14 Q 80.4 percent.

15 A Of the entire school? You're saying 80 percent  
16 of the full school was to some degree, was one or more --

17 Q I'm sorry, let's say 50 percent of the entire  
18 school.

19 A 50 percent of the entire school?

20 Q Yes.

21 A Of the entire school or the entire cohort?

22 Q I'm sorry. The entire cohort.

23 A So, then, the other 50 percent should be on  
24 track.

1 Q Correct.

2 A Okay. So if that were the case, you would have  
3 met -- your client would have met its performance target  
4 for this part of the improvement plan that it missed.

5 Q That wasn't my question, Director Gavin. Madam  
6 court reporter --

7 A Let me -- without the entirety of the information  
8 it's very hard to make suppositions. So let's make -- so  
9 50 percent is only 10 points below the 60 percent  
10 threshold, which means you need, effectively, 10 percent  
11 of those kids need to be able to graduate on time. So  
12 certainly we would be looking at the number of kids who  
13 got caught up.

14 And especially for an 11th grader, being able to  
15 make up five classes is certainly something that is  
16 possible within a two-year period. So that's one example.

17 Similarly, to the degree that this school was  
18 continuing to keep the student engaged, students who -- so  
19 it was kids who are taking summer school, doing whatever  
20 else, loading on more credits to be able to get caught  
21 up -- that would certainly be important. And that would  
22 likely result in a lot more kids graduating on time.

23 And then for those kids for whom, despite that  
24 level of acceleration, were not meeting that target of the

1 four-year, if they successfully persisted and graduated at  
2 the fifth-year -- I would note, just to be very clear,  
3 that this school, like all others in Nevada, has until on  
4 or about September 30th of each year for students to  
5 actually meet, to actually earn the credits necessary to  
6 be counted as part of the cohort.

7 So it's not simply who walks in May. So, again,  
8 there's a lot more time for kids to catch up, assuming  
9 that the school was diligently servicing those students  
10 and engaging them and ensuring that they persist in the  
11 school.

12 So it really would come down to how many of those  
13 kids were actually making it over the line in four years  
14 and how many were making it over the line in five years.

15 Q And would your answer be the same if I said  
16 assume they were all in the 12th grade when they entered  
17 NCA?

18 A Yes.

19 MS. GRANIER: Thank you. That concludes my  
20 questioning for this portion of the hearing.

21 ACTING CHAIR GUINASSO: Okay. Mr. Ott, redirect.

22 MR. OTT: Thanks. I'll try to be brief.

23 ///

24 ///



1 lens of accountability that was adopted through Senate  
2 Bill 460 in the 2015 session.

3 The statute provides that if a school has a  
4 mission to serve a certain student population and more  
5 than 75 percent of those students, of the students  
6 enrolled in the school are members of that population --  
7 and, broadly speaking, those are students who are two or  
8 more years behind in credits, students who are  
9 adjudicated, students who are adjudged in need of  
10 supervision, students who have been suspended or expelled,  
11 students with IEPs -- the unduplicated count of those  
12 students is greater than 75 percent, then the state board  
13 can choose to include such a school under this Alternative  
14 Performance Framework instead of under the traditional  
15 Nevada School Performance Framework, the five-star system  
16 that we're all aware. The state board adopted regulations  
17 pursuant to that, I believe, in June or so of last year.

18 Q Just to clarify, I think you said 70 percent and  
19 75 percent.

20 A 75 percent, I apologize if I misspoke.

21 Q Okay. Does the SPCSA currently have any schools  
22 under the Alternative Performance Framework?

23 A Not currently, no.

24 Q Would the SPCSA support an application from a

1 school attempting to enter into the Alternative  
2 Performance Framework in the future?

3 A We have done so. We have schools that have  
4 amended their charter contracts to provide for a  
5 mission-specific enrollment preference so that they can  
6 reach that 75 percent threshold.

7 Q Is your understanding -- do you have an  
8 understanding of what the Alternative Performance  
9 Framework, what problem it was meant to solve by the  
10 Legislature?

11 A It was meant to solve the problem of how to  
12 effectively deal with --

13 MS. GRANIER: I'm sorry, I'm going to object. I  
14 think it calls for speculation. He's asking Mr. Gavin to  
15 interpret what was in the minds of legislators.

16 ACTING CHAIR GUINASSO: Maybe you could rephrase  
17 the question.

18 BY MR. OTT:

19 Q Certainly. You've testified before that you had  
20 been on the legislative grounds frequently and as some of  
21 your statutory duties require you to be there. Were you  
22 present during the negotiation and/or hearings regarding  
23 the adoption of the Alternative Performance Framework?

24 A I was.

1 Q Did you observe testimony regarding that bill?

2 A I did.

3 Q Were there problems that were brought up in that  
4 testimony?

5 A Yes, there were.

6 Q Can you explain what those problems were?

7 A The primary problem that was identified by both  
8 traditional public and public charter schools was that for  
9 schools that serve more than 75 percent of students who  
10 are two or more years behind, that it is very difficult,  
11 if not impossible, to catch those students up within their  
12 required -- within a four-year time period.

13 And the Alternative Performance Framework was --  
14 one of the primary reasons for creating it was to ensure  
15 that there was a mechanism for fairly measuring the  
16 performance of that unique sub-population of schools.

17 There were other kinds of schools as well, like  
18 schools that serve 100 percent students with disabilities  
19 with profound needs. A couple other categories there,  
20 but...

21 Q And there are schools currently in the  
22 Alternative Performance Framework now?

23 A There are, yes.

24 Q For schools that do not qualify for the

1 Alternative Performance Framework, because you just said  
2 75 percent is the threshold, would the SPCSA entertain a  
3 request to modify enrollment criteria to allow it to --  
4 for it to seek admission to the Alternative Performance  
5 Framework?

6 A Yes. And we have done so in the past.

7 Q When you're thinking about a school that would  
8 make that sort of request to serve that sort of  
9 population, what kind of a window for a transition would  
10 you allow, or recommend to be allowed?

11 A Without knowing the totality of circumstances,  
12 particularly the total number of students who currently  
13 meet the criteria -- so that's sort of what the gap is --  
14 but two years would seem to be a reasonable time period,  
15 generally speaking.

16 Q Yesterday you testified that a five-year  
17 graduation rate calculated by the Department of Education  
18 that exceeded the state minimum could be a compelling  
19 explanation that would allow you to recommend a school to  
20 remain open despite a graduation rate below 60 percent.

21 Do you remember that testimony?

22 A I do.

23 Q What is the reason that could be a compelling  
24 explanation?

1           A     Because such a school is demonstrating that it is  
2 taking students who were behind and is keeping them  
3 engaged and getting them on track to a diploma in five  
4 years, which is a great outcome for those kids.

5           Q     So the Alternative Performance Framework for  
6 schools over 75 percent, for schools that may be just  
7 below, they have the ability to transition into the  
8 Alternative Performance Framework; additionally, you said  
9 you could look at the five-year cohort graduation rate to  
10 look at schools that are effectively serving  
11 credit-deficient students.

12                     Is there any other method that would be  
13 persuasive for schools attempting to serve a high  
14 credit-deficient population?

15           A     I can't think of any at the present time.

16           MR. OTT: That's all I have. I'll pass the  
17 witness.

18           ACTING CHAIR GUINASSO: Thank you, Mr. Ott. Now  
19 is the time that we've designated for board member  
20 questions.

21                     What I'd like to do before I ask my questions is  
22 open it up to board members who have questions they'd like  
23 to ask of Mr. Gavin.

24           MEMBER JOHNSON: Member Gardner, are you going to

1 ask a question?

2 MEMBER GARDNER: Yes, I would like to.

3 MEMBER JOHNSON: Go ahead.

4 MEMBER GARDNER: This is Member Gardner.

5 As far as I understand, the whole purpose of this  
6 first round is to decide whether the 60 percent number was  
7 hit or not.

8 Director Gavin, could you just answer that, the  
9 question: Was the 60 percent graduation rate that's  
10 required by statute hit or not?

11 THE WITNESS: It was not, Member Gardner.

12 MEMBER GARDNER: Okay. Thank you. That's all  
13 the questions I have.

14 MEMBER JOHNSON: This is Member Johnson. I just  
15 wanted to go back to, I guess it's Exhibit B -- it's  
16 stamped R0013.

17 I'm sorry. Yep -- I may have lost my page, but  
18 the question from me was around the school within a  
19 school. And I can't remember which page that's on now. I  
20 think it's R0016.

21 And I think I may have missed the point of why  
22 you mentioned that would be an ineffective cure. And I'm  
23 sorry -- you may have very clearly explained it, but I  
24 think I may have missed your rationale.

1 THE WITNESS: There are currently no provisions  
2 in law or regulation providing for a separate school  
3 within a school. That would require, among other things,  
4 for the Department of Education to adopt regulation  
5 permitting it and issuing a separate school code for that  
6 separate program.

7 To my knowledge, there is no current policy that  
8 permits that.

9 MEMBER JOHNSON: So it's a policy, not  
10 necessarily --

11 THE WITNESS: It's an illegal impossibility at  
12 the current time. So that's an impractical issue.

13 MEMBER JOHNSON: An impracticality, not  
14 necessarily ineffectiveness? Meaning --

15 THE WITNESS: I think the other important  
16 questions to consider, which we do not have evidence  
17 related to, are: Does the school and does the current  
18 operator, the educational management organization, operate  
19 similar schools, similar alternative education schools  
20 around the country; is there a track record of that either  
21 within the existing program that the school can build a  
22 business case for, or is there a track record of success  
23 in doing that on the part of the operator?

24 Because I would assume this would either have to

1 be an amendment or a new charter application, depending on  
2 how the school chose to proceed. We have received neither  
3 an amendment application nor a charter application.

4 MEMBER JOHNSON: Thank you.

5 ACTING CHAIR GUINASSO: Member Luna.

6 MEMBER LUNA: Member Luna.

7 Director Gavin, earlier there was the discussion  
8 about the percentage of credit-deficient students that  
9 Nevada Connections Academy serves and the fact that this  
10 is not a data point that is required to be submitted by  
11 schools.

12 THE WITNESS: That is correct, Member Luna.

13 MEMBER LUNA: Are there independent, like,  
14 education agencies or universities, that have that, that  
15 give, like, an average of the credit-deficient number of  
16 students that high schools serve or by area or in Nevada  
17 or anything like that?

18 THE WITNESS: To my knowledge, there is not.

19 MEMBER LUNA: Okay. And the other question is  
20 around the performance framework. I guess in the years  
21 that we've been developing this, I'd always understood in  
22 our discussion is that it would be when the schools  
23 transfer from the written charter to the charter contract,  
24 had never occurred to me that schools thought they were

1 falling underneath that.

2 So what -- do other schools that are written  
3 charters -- are other schools confused and think they're  
4 operating under the performance framework or how was that  
5 communicated?

6 I mean, I understand it's usually communicated  
7 when their written charter ends and we talk about the  
8 charter contract.

9 THE WITNESS: I can't say what other schools may  
10 or may not think.

11 MEMBER LUNA: I guess my question is have other  
12 schools that you know of been confused and talked to you  
13 about what falls under --

14 THE WITNESS: No, not to my knowledge. In a year  
15 when there's been data available we've issued it as an  
16 informational item to those other schools as well.

17 MEMBER LUNA: And they know that it's coming or  
18 they know they would be transferring to that?

19 THE WITNESS: Yes.

20 MEMBER LUNA: Thank you.

21 ACTING CHAIR GUINASSO: Member Johnson.

22 MEMBER JOHNSON: I wanted to understand: Are  
23 there only two categories, then, for schools; effectively,  
24 those who have 75 percent of their students -- 75 percent

1 above of their student population who are deficient -- and  
2 then everyone else?

3 THE WITNESS: Generally, yes. I would just amend  
4 your statement to clarify that it's 75 percent  
5 unduplicated count of a number of high need categories,  
6 with credit-deficient usually being the one that's the  
7 largest.

8 But students with IEPs; students who have been  
9 adjudicated, expelled or suspended students; students that  
10 have habitual discipline problems, that sort of thing --  
11 there's a list of about a half dozen criteria that are in  
12 the statute and in the regulation.

13 MEMBER JOHNSON: But there are no --

14 THE WITNESS: There's no third category, right,  
15 for the in-between. That's correct.

16 ACTING CHAIR GUINASSO: Anybody else?

17 VICE CHAIR MACKEDON: Melissa Mackedon, for the  
18 record. I just have one question, Director Gavin.

19 There were a lot of questions about: Did you or  
20 your office or your staff take into consideration things  
21 like transiency rate when you were considering the school?

22 And I just -- my understanding, and please  
23 correct me if I'm wrong, is that it's the school's  
24 responsibility to take those things into account prior to

1 opening the school and having a solution to those problems  
2 on the front end before they open the school, correct?

3 THE WITNESS: That is correct.

4 ACTING CHAIR GUINASSO: Anybody else?

5 MEMBER JOHNSON: Director Gavin, do you know if  
6 in any statutes or law or how things are, that transiency  
7 and credit deficiency are considered to be equal in terms  
8 of how -- so someone's transiency rate and then the credit  
9 deficiency of a student, those two things are separate,  
10 are those two things separate categories when defining  
11 demographics of students?

12 THE WITNESS: The transiency rate is a  
13 self-reported number from schools that is reported to the  
14 Department of Ed on an annual basis.

15 This credit deficiency question is not something  
16 that is currently tracked by the state.

17 ACTING CHAIR GUINASSO: Anybody else?

18 MEMBER LUNA: Member Luna. I have another  
19 question around the performance framework.

20 So does the statute preclude you or the Authority  
21 from following the intervention ladder with schools that  
22 do not have the charter contract?

23 THE WITNESS: No, I don't believe so, no.

24 MEMBER LUNA: Okay. Is there a reason why those

1 things wouldn't have been considered? Or were they  
2 considered?

3 THE WITNESS: Regardless of whether the school  
4 operates under a charter contract or a written charter,  
5 the requirements related to 60 percent graduation rate,  
6 bottom five percent of schools -- elementary, secondary --  
7 or elementary, middle schools in the state -- or any other  
8 area of deficiency that's identified by the department,  
9 those are a separate statutory section.

10 And so they're not conflated as part of the  
11 discussion around the performance framework. So it's been  
12 our interpretation that those are separate and distinct.

13 MEMBER LUNA: Thank you.

14 MEMBER JOHNSON: In relation to the graduation  
15 rate, again, I think we just established there are  
16 effectively two categories of schools, 75 percent and  
17 above -- and I know you had lots of language with that --  
18 and then everyone else, regardless of what their  
19 percentage of credit deficiencies are, even though it's  
20 not tracked by the state.

21 Do they all -- does every school under  
22 75 percent -- do they all have to use the same calculation  
23 for graduation rate as reported by Nevada Report Card or  
24 any other Department of Education, are they all --

1 THE WITNESS: The state only calculates one  
2 four-year -- adjusted -- four-year adjusted graduation.

3 MEMBER JOHNSON: That's how everybody --

4 THE WITNESS: Everybody is measured by that, yes.

5 MEMBER JOHNSON: -- who is not in the alternative  
6 framework.

7 THE WITNESS: And even for the schools in the ALT  
8 framework, that data point is at least calculated to the  
9 degree the end size is sufficient.

10 Actually, no, regardless, they'd still be  
11 calculated; it's just whether it would be reported or not.

12 MEMBER JOHNSON: But it is all-encompassing of  
13 all schools regardless of the student population?

14 THE WITNESS: Yes.

15 ACTING CHAIR GUINASSO: Anybody else? Okay. I  
16 have some questions.

17 First I wanted to know, does the Authority have  
18 the authority to disregard NDE data regarding graduation  
19 rates?

20 THE WITNESS: No.

21 ACTING CHAIR GUINASSO: Is there an expectation  
22 that action be taken when graduation rates fall below  
23 60 percent?

24 THE WITNESS: Yes.

1           ACTING CHAIR GUINASSO: What is that expectation?

2           THE WITNESS: As part -- the department, as part  
3 of its oversight of sponsors, requires sponsors to provide  
4 evidence of what interventions they have taken with regard  
5 to schools that are underperforming according to any of  
6 these statutory designations.

7           ACTING CHAIR GUINASSO: What sorts of  
8 interventions would be acceptable interventions with  
9 regard to schools that fall below the 60 percent  
10 graduation rate, once we're notified, or once the  
11 Authority is notified of that by NDE?

12          THE WITNESS: Among the things that the  
13 department has identified are closure or reconstitution of  
14 a charter, or the school entering into a performance  
15 compact as part of -- and to keep in mind that this is  
16 language that is used for not just for charters but for  
17 district schools as well.

18          So regardless of whether you're a charter school  
19 or district school, a similar letter goes out asking what  
20 the agency, what the sponsor is going to do.

21          So a performance contract with measurable  
22 outcomes is another element of this. Most of our charters  
23 are under something like that already.

24          ACTING CHAIR GUINASSO: When a school doesn't

1 meet the 60 percent threshold, is there discretion not to  
2 provide a Notice of Intent with regard to closure or  
3 reconstitution? Or is it something that we are required  
4 to do?

5 THE WITNESS: It is permissive.

6 ACTING CHAIR GUINASSO: Permissive. Because the  
7 language that somebody was saying earlier is it's "may,"  
8 right?

9 THE WITNESS: Yes, it's "may."

10 ACTING CHAIR GUINASSO: Is it "may" with regard  
11 to taking those actions, or "may" with regard to taking no  
12 or some action?

13 THE WITNESS: I believe it is "may" with regard  
14 to -- may take action or may not take action.

15 ACTING CHAIR GUINASSO: Okay. With regard to  
16 cure, you said that you had no power to approve a cure; is  
17 that right?

18 THE WITNESS: That is correct.

19 ACTING CHAIR GUINASSO: Who has that power?

20 THE WITNESS: The board of the Authority.

21 ACTING CHAIR GUINASSO: So what is your role with  
22 regard to any proposed cure?

23 THE WITNESS: To review it and provide my  
24 recommendation to the Authority.

1           ACTING CHAIR GUINASSO: In that regard, how can a  
2 school know if a cure is going to be recommended or not  
3 without feedback from you?

4           THE WITNESS: The statute does not provide any  
5 requirement that the agency or the board provide feedback  
6 related to a cure. The statute says that within that cure  
7 period, the school has an obligation or has a right to  
8 take whatever corrective actions are appropriate.

9           And then you as the sponsor determine whether you  
10 are satisfied by the steps taken by the school.

11          ACTING CHAIR GUINASSO: So your responsibility is  
12 to take whatever the proposed cure is and present it to  
13 the board, whether it's sufficient to you or not  
14 sufficient?

15          THE WITNESS: That's correct.

16          ACTING CHAIR GUINASSO: Would that come with a  
17 recommendation?

18          THE WITNESS: Historically I've provided staff  
19 recommendations.

20          ACTING CHAIR GUINASSO: And in this instance,  
21 what's your recommendation with regard to the  
22 September 30th Notice of Intent?

23          THE WITNESS: My recommendation, and I believe  
24 this is further discussed in the briefing from Deputy

1 Attorney General Ott, which goes through the reasoning for  
2 this, that the cure is insufficient.

3 ACTING CHAIR GUINASSO: Okay. With regard to the  
4 February 2017 Notice of Intent, what is your  
5 recommendation?

6 THE WITNESS: Our recommendation is that the cure  
7 was insufficient.

8 ACTING CHAIR GUINASSO: Okay. With regard to the  
9 graduation rate, are there consequences for not adhering  
10 to the four-year cohort grad rate; that is, are we  
11 required to follow some federal guidelines in order to  
12 continue to receive funding?

13 THE WITNESS: The calculation of the four-year  
14 cohort, and as Ms. Granier has noted, the new federal law  
15 does give states a couple of different options about how  
16 to comply with this, but there's absolutely a requirement  
17 that the school, that the state use at least one of -- use  
18 one of the calculations mandated by the Feds.

19 ACTING CHAIR GUINASSO: All right. Nevada has  
20 adopted one of those calculations?

21 THE WITNESS: That is correct.

22 ACTING CHAIR GUINASSO: That's not within the  
23 purview of the Authority. We get that information from  
24 NDE. So NDE is responsible for that calculation, right?

1 THE WITNESS: That is correct.

2 ACTING CHAIR GUINASSO: Do we have the ability to  
3 scrutinize NDE's conclusions regarding grad rate?

4 THE WITNESS: We do not.

5 ACTING CHAIR GUINASSO: We have to accept the  
6 grad rate as it's presented?

7 THE WITNESS: That is correct.

8 ACTING CHAIR GUINASSO: Okay. You talked a bit  
9 about restart versus as a -- you talked a bit about  
10 restart and reconstitution. And you used the terms  
11 interchangeably.

12 And I was wondering, are those the same terms;  
13 when you say restart, is that the same thing as  
14 reconstitution, or are they different concepts?

15 THE WITNESS: Sure. That's a really good  
16 question. So restart, generally speaking, is a  
17 comprehensive school improvement strategy by which either  
18 there is a wholesale change in governance and management,  
19 which is what we term in our statute reconstitution, or  
20 the closure and reopening of the school, which is actually  
21 what in our statute we term as a restart from a statutory  
22 perspective.

23 And that is an area that the department has the  
24 authority to adopt regs on with relation to restart

1 through the closure and reopening process. Those regs are  
2 in process now. And I don't know when they will be  
3 adopted.

4 ACTING CHAIR GUINASSO: When you have a school  
5 like Connections Academy that has K through 12 and is  
6 responsible for all those students, is restart or  
7 reconstitution relative to just the high school something  
8 that's -- is that an available option going back to kind  
9 of the school within a school concept?

10 THE WITNESS: I don't believe so, no.

11 ACTING CHAIR GUINASSO: Why is that?

12 THE WITNESS: Because a charter school is defined  
13 in statute, that is a school that's created under Chapter  
14 233 -- sorry, not 233B -- 388A and serves any combination  
15 of grades between kindergarten and 12.

16 So a charter school is a school. NCA is one  
17 school for the purpose of the statute. So there is no  
18 mechanism for us certainly as a sponsor to intervene in  
19 just one subsection of the school.

20 We couldn't just replace board members who  
21 oversee the school or just close the high school and  
22 reopen it.

23 ACTING CHAIR GUINASSO: And there's an exhibit  
24 that says that Connections Academy at one point was in

1 good standing. Is that for the whole school, or just for  
2 K through 8?

3 THE WITNESS: That good standing letter was sent  
4 out in the fall of 2014 during -- after the last  
5 calculation of the performance framework, which again  
6 we've provided information only to some schools and  
7 contractually to others.

8 And it is also -- and I would note that the  
9 issuance of that predates even the drafting of Senate  
10 Bill 509 or the Governor's mandate to draw a line in the  
11 sand regarding the persistent underperformance of schools,  
12 most notably through the creation of the Achievement  
13 School District, which, again, is essentially the restart  
14 program or the reconstitution program that is provided to  
15 traditional public schools that have persistently  
16 underperformed, including but not limited to schools that  
17 have a 60 percent -- a graduation rate below 60 percent.

18 ACTING CHAIR GUINASSO: Is Nevada Connections  
19 Academy a school that has consistently underperformed  
20 relative to graduation rate?

21 THE WITNESS: Yes.

22 ACTING CHAIR GUINASSO: Since their first  
23 approval of their charter contract, if I'm saying that  
24 right, has there been a time when they've graduated more

1 than 60 percent based on the available data that we have?

2 THE WITNESS: The data I have goes back to 2011,  
3 which I believe was when it was -- either 2011 or 2012  
4 that the adjusted cohort graduation rate was adopted by  
5 the state.

6 So that data point is -- no, the highest the  
7 school has ever been is 40.06 percent, I believe.

8 ACTING CHAIR GUINASSO: But in 2013, their  
9 charter contract was renewed, notwithstanding the fact  
10 that they were under the 60 percent graduation rate?

11 THE WITNESS: Their written charter was renewed;  
12 that is correct.

13 ACTING CHAIR GUINASSO: Was there some agreement  
14 or some expectation that they would improve that  
15 graduation rate at that juncture?

16 THE WITNESS: I was not present. I did not work  
17 for the Authority in 2014; but based on my review of the  
18 minutes from that meeting, the board vote was to approve  
19 the renewal contingent upon the adoption of a graduation  
20 rate improvement plan.

21 ACTING CHAIR GUINASSO: After the enactment of SB  
22 509 with the new authority to reconstitute or close based  
23 on graduation rate, did you evaluate the portfolio of the  
24 Authority and determine who was falling below those

1 standards and have any kind of plan of action to address  
2 schools that were falling below the statutory  
3 requirements?

4 THE WITNESS: I did review the graduation rates  
5 of all schools in the portfolio following the passage of  
6 SB 509 and then annually upon the release of new  
7 graduation rate data.

8 ACTING CHAIR GUINASSO: And the actions that have  
9 ensued over the last year and a half or so have been as a  
10 result of that review?

11 THE WITNESS: That is correct.

12 ACTING CHAIR GUINASSO: With regard to the ALT  
13 framework that's been discussed by both parties, does  
14 credit deficiency of a student qualify a student to be  
15 considered under the ALT framework?

16 THE WITNESS: Based on the regulations that have  
17 been adopted by the State Board of Education, a student  
18 must be two or more years behind in credit deficiency.

19 So it is insufficient to be half a semester, a  
20 semester or two semesters. That's a hard-and-fast  
21 requirement for the department.

22 ACTING CHAIR GUINASSO: You had hard-and-fast  
23 numbers with regard to students on IEPs, students on FRLs  
24 and students that are ELL, free and reduced lunch, English

1 language learners, and students with disabilities, the  
2 individual education plans.

3 I guess what I'm wondering is: Did you say  
4 earlier that we have no way to quantify how many students  
5 within each school are credit-deficient?

6 THE WITNESS: There is no data that's reported  
7 statewide for that.

8 ACTING CHAIR GUINASSO: How would we know whether  
9 credit deficiency was impacting a school's performance or  
10 their ability to reach the 60 percent threshold? How  
11 would we know that?

12 THE WITNESS: We would need to have a third-party  
13 come in and do a comprehensive evaluation, starting with  
14 transcript review and validation and determining when  
15 every student entered the school, what their level of  
16 credit deficiency was at that point, tracking what their  
17 level of credit accumulation has been since they entered  
18 the school.

19 For those students who do exit the school,  
20 determining where they went. And hopefully they went to  
21 some other regular K through 12 educational institution so  
22 they're still -- someone is still serving them and getting  
23 them on a track to a diploma.

24 ACTING CHAIR GUINASSO: Is it possible for a

1 school to perform well and not be able to graduate  
2 students at a more than 60 percent level?

3 I mean, because I think that's what I'm  
4 understanding is part of what's been presented to you is  
5 that there's this school that's performing well in other  
6 areas but with regard to graduation rate has consistently  
7 not met the standard.

8 THE WITNESS: I believe I referenced both schools  
9 in the ALT framework. There are other ways of measuring  
10 their impact on students beyond just a four-year cohort.

11 I believe I also stated in other testimony in the  
12 event that a school had a lower grad rate or even a grad  
13 rate higher than 60 percent but then they were showing a  
14 significant increase -- perhaps it's 10, 15, 20, 30 points  
15 higher for students who are graduating in the fifth  
16 year -- that would be evidence that the school is taking  
17 kids in and is getting them caught up.

18 ACTING CHAIR GUINASSO: Let me approach this  
19 another way. With regard to the approval of this charter  
20 school, was it the understanding that they would be taking  
21 credit-deficient students and being able to help those  
22 students successfully graduate on time?

23 THE WITNESS: This charter school was approved in  
24 2007, which predates not just my tenure with the

1 Authority, but even the existence of the Authority itself.

2 So I don't know that I'm in a position to speak  
3 to what was in the minds of other state board members or  
4 others.

5 ACTING CHAIR GUINASSO: Should we consider credit  
6 deficiency? Should we be considering this as a factor in  
7 why the school is falling below the 60 percent threshold  
8 consistently since 2011 --

9 THE WITNESS: If we accept it for this school,  
10 does the 60 percent cut-off matter? Why do we even have  
11 it in statute? Why do we have an intervention like the  
12 Achievement School District or closure or reconstitution  
13 or restart of a school?

14 We set what is a de minimus threshold of  
15 60 percent, which I would note was also incorporated under  
16 the State's NCL waiver. So the State has, for a long  
17 time, since 2011, has had a list of what used to be called  
18 underperforming schools and is now called the Rising Stars  
19 List.

20 And any school other than a school that is in the  
21 ALT framework, that graduates less than 60 percent of its  
22 students, is automatically on the Rising Stars List.

23 ACTING CHAIR GUINASSO: Can a student be  
24 college-ready and not have graduated high school? Let me

1 put it another way: Is having a high school, graduating  
2 high school a precursor to getting into most colleges?

3 THE WITNESS: Yes, except under very rare  
4 circumstances.

5 ACTING CHAIR GUINASSO: And so graduation rate is  
6 an important factor with regard to whether or not students  
7 are ready to go to college? Would that be a fair  
8 assessment, in your opinion?

9 THE WITNESS: Yes, I think that's accurate.

10 ACTING CHAIR GUINASSO: Okay. And so we give  
11 graduation rate a heavy consideration, not only because  
12 it's required by statute, but because it's determinative  
13 of whether kids are going to go on and get into higher  
14 education; is that right?

15 THE WITNESS: Yes. I would also say that  
16 graduation rate is, to my knowledge, the sole metric that  
17 is tracked by the state, which -- where there is full  
18 accountability for that pupil throughout the entirety of  
19 their school career.

20 So when we were looking, for example, of student  
21 growth on the SBAC, for example, that calculation, the  
22 student growth percentage, is essentially the difference  
23 between the score the student received in this year at  
24 that school versus prior year at that school.

1           So a student who moves, leaves school, transfers  
2 somewhere else, drops out, whatever else it might be, does  
3 not, quote/unquote, for purposes of determining student  
4 growth.

5           So schools effectively only get measured on just  
6 about every other academic indicator based on those  
7 students who persist in the schools.

8           Whereas, grad rate, you are accountable for that  
9 student until such time as they're handed off to someone  
10 else and that record follows that kiddo regardless of  
11 where they may go.

12           ACTING CHAIR GUINASSO: Now, I was concerned  
13 about graduation rate as it pertained to missing students,  
14 as I understood it. There were 279 missing students that  
15 Connections went -- tried to identify. And I think they  
16 were able to identify what happened to all but 35. Is  
17 that --

18           THE WITNESS: If I recall correctly from the  
19 information provided, and I would encourage you to review  
20 the record to be sure on this, the information that was  
21 reported by the school was that there were 239 kids or so,  
22 and I could be wrong on the precise number, there was some  
23 number around 239, for whom the school did not know where  
24 they had gone initially.

1           The school said that it had reached -- it had  
2 contacted in some way, shape or form -- social media,  
3 private eye, like friends calling everybody, whatever it  
4 might be -- many of those students and there was some  
5 number that they did not have tracked down yet.

6           There's nothing in the information that was  
7 provided by the school that identifies how many of those  
8 students were in all these categories.

9           ACTING CHAIR GUINASSO: I guess the only reason  
10 I'm asking that question is I'm just wondering how does --  
11 does that affect graduation rate?

12          THE WITNESS: It absolutely does.

13          ACTING CHAIR GUINASSO: If you can find all  
14 200-and-some-odd students, we'd expect that to have an  
15 effect on the graduating cohort, right?

16          THE WITNESS: Yes. Up or down. It could have an  
17 up impact, assuming that the student has gone to some  
18 other high school. Or if the student has not gone on to  
19 another high school or is in ALT ed or in adult ed or in  
20 the GED program, for example, then they would be counted  
21 as a nongraduate.

22          ACTING CHAIR GUINASSO: Have you identified  
23 whether the efforts taken by Connections with regard to  
24 locating students had any part to play in the five percent

1 increase from one cohort year to the next?

2 THE WITNESS: That's an excellent question,  
3 Member Guinasso. I don't believe there's anything  
4 specifically in the record from the school with regard to  
5 disaggregating out the impact of that versus the other  
6 interventions. I think that's a good question that I  
7 don't believe I have the answer to.

8 ACTING CHAIR GUINASSO: There were other  
9 interventions, and I won't go through all of them, in the  
10 interests of time. But with regard to the different  
11 things that were proposed and were implemented, was there  
12 any evidence that those efforts are responsible for the  
13 five percent increase?

14 THE WITNESS: It is unclear what contributed to  
15 the five percent increase, the almost five percent  
16 increase.

17 ACTING CHAIR GUINASSO: Okay. When you make a  
18 recommendation to the board regarding whether to approve a  
19 cure or not, what are some of the factors that go into  
20 your decision whether to recommend a cure to us or to not  
21 recommend a cure or to remain neutral?

22 THE WITNESS: It's a really good question.  
23 Certainly the aggressiveness of the goal -- first of all,  
24 is there a goal that's measurable and that the school has

1 said they will commit to. Whether that will get the  
2 school to an acceptable level, typically, within a  
3 three-year period, I think, is what we've historically  
4 discussed with schools, that's certainly an important  
5 piece of it.

6 On the program side, as I've said before, we are,  
7 generally speaking, agnostic. We just simply don't know  
8 enough about the inner workings of a school, and even  
9 something like a site visit would only give us relatively  
10 superficial information because ultimately it's the  
11 day-to-day execution that matters, because anyone can make  
12 things look good for a couple of days. And so that's  
13 certainly an element of this as well.

14 ACTING CHAIR GUINASSO: So just to summarize the  
15 factors, because I was just keeping a list so I understand  
16 when a recommendation comes to us, one way or the other,  
17 what you're thinking about, I've summarized your list as:  
18 The cure should have measurable outcomes; that they should  
19 be attainable outcomes; and an ability to execute on the  
20 proposed outcomes.

21 THE WITNESS: Now to be clear, what I was saying  
22 was with regard to the programmatic elements, whether it's  
23 a particular piece of software or a counseling strategy or  
24 something else, we are, generally speaking, agnostic on

1 those because ultimately the larger question is whether  
2 the school will actually execute on those things.

3 So the demonstration of execution is based on did  
4 you meet the target or not.

5 ACTING CHAIR GUINASSO: The ability -- do you  
6 consider capacity? That is, okay, we have measurable  
7 outcomes, we have outcomes that we think are attainable.  
8 Do you assess capacity to execute on the proposed  
9 measurable and attainable outcomes?

10 THE WITNESS: Not presently, no.

11 ACTING CHAIR GUINASSO: Okay. But capacity,  
12 isn't that generally something we consider when we approve  
13 charters in the first place?

14 THE WITNESS: We do when we approve a charter,  
15 yes.

16 ACTING CHAIR GUINASSO: But not when we're trying  
17 to assess a cure for deficiency?

18 THE WITNESS: That is correct.

19 ACTING CHAIR GUINASSO: Okay. Does leadership  
20 matter? Leadership and governance, does that matter with  
21 regard to the factors that you consider when making a  
22 recommendation regarding a proposed cure?

23 THE WITNESS: Leadership and governance are the  
24 key interventions or the keys to the theory of change for

1 charter schooling, particularly on the governance side,  
2 the creation of an independent, self-perpetuating board  
3 that is accountable under performance contract and does  
4 whatever it takes to meet, to ensure that the individuals  
5 it oversees -- the school leader and folks underneath  
6 them, vendors, whomever else -- are executing in a way  
7 that is going to allow them to reach those goals.

8 So, yes, it's very important. In terms of making  
9 a recommendation, certainly with regard to -- our  
10 fundamental supposition is that if there is a performance  
11 issue, it's a failure of governance and of leadership;  
12 hence, the intervention such as reconstitution.

13 In lieu of doing that, because we recognize that  
14 that is something that people may find very disruptive or,  
15 more importantly, in lieu of closure, because we're  
16 certainly very cognizant of the impact that has on kids  
17 and families, and I take that very, very seriously -- in  
18 terms of those matters, these kinds of cures that result  
19 in some kind of a performance commitment presuppose that  
20 the school believes it has the capacity to do the work.

21 The proof will be in the pudding, and that's also  
22 why we typically have had in these contracts a provision  
23 that provides for, in lieu of closure, something like a  
24 restart or reconstitution to ensure that the adults can be

1 held accountable but the disruption to students is  
2 minimized.

3 ACTING CHAIR GUINASSO: So just to make sure I  
4 have a complete list, the factors are measurable,  
5 attainable and then leadership, but currently capacity is  
6 not a consideration.

7 Is there any other factors or considerations that  
8 go into your recommendations regarding whether a cure  
9 is -- whether we should consider a cure or not consider a  
10 cure as a board?

11 THE WITNESS: I want to be really clear: I'm not  
12 sure if your encapsulation of "attainable" captures this,  
13 so I want to make sure I get this on the record.

14 The critical question is will this get the school  
15 from its current level of underperformance to an  
16 acceptable level of performance, even a minimally  
17 acceptable level of performance, like 60 percent, within  
18 three years or less?

19 So if we look at the performance settlement that  
20 was entered into with Silver State, there was a three-year  
21 timeline, if I recall correctly. There's the assumption  
22 of a three-year timeline also with Discovery as well.

23 ACTING CHAIR GUINASSO: So attainable means that  
24 whatever the measurable outcomes are, that they have to be

1 attained within a three-year timeframe?

2 THE WITNESS: Yes, the final target, yes.

3 ACTING CHAIR GUINASSO: In your consideration.

4 And you already explained leadership. Are there any other  
5 factors that you consider?

6 THE WITNESS: No.

7 ACTING CHAIR GUINASSO: Okay. So then I want to  
8 ask you, with regard to the proposed cure that has been  
9 presented to us in two different letters, in your opinion,  
10 are there measurable outcomes in the proposed cure?

11 THE WITNESS: Yes.

12 ACTING CHAIR GUINASSO: In your opinion, are  
13 those outcomes that are measurable, are they attainable  
14 within three years?

15 THE WITNESS: They are.

16 ACTING CHAIR GUINASSO: And with regard to the  
17 leadership aspect of this, does Connections Academy  
18 currently have the leadership to execute on these  
19 measurable and attainable performance measures?

20 THE WITNESS: Again, I believe I said that that's  
21 not something -- while that's critical, it's not something  
22 we currently look at. So I don't go out and evaluate  
23 principals or school boards.

24 ACTING CHAIR GUINASSO: All right.

1 THE WITNESS: Again, the critical question is  
2 also is there a clear commitment with those metrics to  
3 ensure that if the school does not meet them, that the  
4 Authority has the authority to intervene appropriately?

5 ACTING CHAIR GUINASSO: So another factor that  
6 you just gave me then is commitment. So I'm just going to  
7 add that to my list. And a commitment, I would assume --  
8 and you can correct me if I'm wrong -- would be codified  
9 in a contract; is that correct?

10 THE WITNESS: That's correct, yes.

11 ACTING CHAIR GUINASSO: And we spent some time  
12 talking about a contract that was a part of a proposed  
13 cure, and the main issue -- you identified some issues,  
14 but from the board's perspective, didn't the board give  
15 you direction to make sure that judicial review was  
16 limited to specific performance measures?

17 THE WITNESS: Yes, that is correct.

18 ACTING CHAIR GUINASSO: All right.

19 THE WITNESS: And in exchange for that, we also  
20 said that we would ensure that the school would not close  
21 in the event that the authority had to intervene instead,  
22 an option like reconstitution of the governing body or  
23 receivership, again because we recognized that for many  
24 kids and families, this is a very valuable option.

1           ACTING CHAIR GUINASSO: So as consideration for  
2 exercise -- in consideration for the Authority not  
3 exercising its statutory right to initiate closure  
4 proceedings, you're asking for Connections to give up a  
5 right, and that would be the right to judicial review  
6 except for those -- what's that, the --

7           THE WITNESS: Performance metrics.

8           ACTING CHAIR GUINASSO: Performance metrics.

9           THE WITNESS: Yes, I think that is one way of  
10 characterizing it. I would also note it was an attempt to  
11 ensure that the opinions of the board regarding what the  
12 policies of the state should be, what the policies of this  
13 agency should be were not raised down the road by us  
14 essentially accepting their plan, including their  
15 opinions, which, again, they're very much entitled to.

16           We needed to make sure that we were not in some  
17 way tacitly, or in writing, committing that we either  
18 agreed with or endorsed or felt that we were bound by  
19 their particular interpretations or the policy that they  
20 would like to see implemented in this state.

21           ACTING CHAIR GUINASSO: But you wouldn't have  
22 been able to approve a cure that didn't include what the  
23 board had directed you to include in the commitment piece  
24 of the factors that you considered, and that commitment

1 would be the contract that we're talking about; you  
2 wouldn't have been able to approve that, knowing that the  
3 board gave you direction not to do that; is that right?

4 THE WITNESS: That's correct.

5 ACTING CHAIR GUINASSO: Two more questions and  
6 then we'll stop. One of the things I'm troubled by is,  
7 when a school finds itself in the position that it's  
8 deficient and they're searching for a cure to get back on  
9 track and to address the deficiency, how is it they're  
10 supposed to know whether what they're proposing will  
11 ultimately be acceptable to the board?

12 I mean, how is it they are -- how is it they're  
13 going to know that those factors that you consider  
14 attainable, measurable, leadership, commitment, how are  
15 they going to know without some kind of communication from  
16 you in that regard?

17 THE WITNESS: So I believe that in each of the  
18 situations where we've contemplated a closure, we had  
19 significant discussion on the front end regarding the need  
20 to have measurable targets that the school would commit to  
21 as a condition of ongoing operation.

22 So I believe, certainly, we have been very clear  
23 with Connections, with Discovery, and with Beacon, which  
24 are the three schools for which this board has issued

1 notices of intent, that a critical component of any cure  
2 is -- and this is to be clear, these are cures for  
3 academic deficiencies, is -- are those measurable targets.

4 ACTING CHAIR GUINASSO: Okay. This will be my  
5 last question. Two small questions and that is did -- it  
6 would appear to me that there was a lot of communication  
7 between you and Connections prior to the lawsuit being  
8 filed against the Authority; is that correct?

9 THE WITNESS: That is correct.

10 ACTING CHAIR GUINASSO: But after the lawsuit was  
11 filed, your communication with Connections changed; is  
12 that right?

13 THE WITNESS: That is correct.

14 ACTING CHAIR GUINASSO: And how so?

15 THE WITNESS: We became significantly more  
16 risk-averse, given the fact that many of the things that  
17 we had discussed as part of this, of our attempt to get to  
18 an appropriate agreement that met the needs of both  
19 parties were introduced in litigation.

20 ACTING CHAIR GUINASSO: So those communications,  
21 instead of going directly to you and working with  
22 Connections the year or so before the lawsuit was filed,  
23 stopped and all those communications then had to go  
24 through your attorney, right?

1 THE WITNESS: Yes.

2 ACTING CHAIR GUINASSO: Thank you. I don't have  
3 any further questions. We'll go ahead and take a  
4 five-minute -- we'll take a 15-minute break. We'll  
5 reconvene at 3:00. If any members have any follow-up  
6 questions, we'll take those.

7 And then if counsel has any follow-up, we'll  
8 allow for that and then we'll be complete with Mr. Gavin.

9 (Recess taken.)

10 ACTING CHAIR GUINASSO: I want to thank our court  
11 reporter for hanging with us. I know it's not the easiest  
12 job, but we sure appreciate her efforts.

13 We'll go ahead and resume the hearing. It's now  
14 3:01. We were in the middle of board questions of  
15 Mr. Gavin. I'd like to find out if there's any other  
16 board members that have any additional questions.

17 MEMBER JOHNSON: Thank you. I just had two  
18 questions, Director Gavin. You mentioned that you may  
19 take action, and it's not mandated that you do so. Can  
20 you help us understand what determines whether you take  
21 that action or not and how that is -- so what determines  
22 whether you take that action or not?

23 THE WITNESS: Patrick Gavin, for the record. So  
24 Member Johnson, I just want to be clear here. When you

1 say "you," do you mean me or do you mean you meaning one,  
2 like the Authority, which is the Authority that ultimately  
3 takes action.

4 MEMBER JOHNSON: Yes, thank you for help  
5 clarifying the "you." Yes, one, the Authority.

6 THE WITNESS: Since the passage of the statute,  
7 the Authority has issued notices whenever there has been a  
8 performance issue related to a school in the event that  
9 there were, for example, like we talked about the ALT  
10 framework issue or a school that had experienced some kind  
11 of external act of God, what have you. That would  
12 certainly be an issue that would be brought up.

13 Let me be really clear, though, it is my intent  
14 that whenever there is a performance issue that is brought  
15 to the board, for the board to consider, whether it wishes  
16 to issue a notice or not.

17 So certainly in the event that there were those  
18 kind of mitigating factors, I think it still requires that  
19 the board ultimately have the information and make the  
20 decision.

21 MEMBER JOHNSON: So uniformly you have taken  
22 action and you determined that although it says "may,"  
23 effectively you're going to take action at any point where  
24 there is -- where there's a trigger point?

1 THE WITNESS: So let me be clear. In the event  
2 that there was something that was mandated, such as, for  
3 example, the automatic closure provisions for a school  
4 that gets, that achieves a one-star rating for any three  
5 out of five years, I would bring that recommendation to  
6 the board, but I would make it very clear that the board  
7 has a legal obligation to issue that notice and it would  
8 be in violation of statute if it does not do so.

9 That is a very different -- actually, to be very  
10 clear, in the event of something like auto closure, some  
11 of these procedural elements related to notice and whatnot  
12 do not apply. We've never had one of those. So hopefully  
13 it's something we never have to deal with.

14 But just to be very clear, I think it is not my  
15 role to decide what does and doesn't merit board action.

16 MEMBER JOHNSON: My last question, this goes back  
17 a little bit, is there any way for us as a board or even  
18 you as an authority to determine if NCA is significantly  
19 different than any other high school in terms of the  
20 number of or the percentage of credit-deficient students  
21 who are on their campus?

22 THE WITNESS: There's no way for me or for the  
23 board to do so based on the information that's publicly  
24 available.

1           MEMBER JOHNSON: With information available,  
2 would you assume that NCA is identical to any other school  
3 in terms of the students credit-deficient or percentage of  
4 students who are credit-deficient?

5           THE WITNESS: I'm sure there's a range across the  
6 state. So, for example, Davidson Academy or a CTE magnet  
7 school where there are admissions criteria, is unlikely to  
8 have many if any such students -- but for a traditional  
9 zoned comprehensive high school, based on the state's  
10 graduation rate as a whole, it would certainly seem very  
11 likely that there are a large number of credit-deficient  
12 students at most of those schools.

13          MEMBER JOHNSON: Which would mean, then, you  
14 would evaluate all schools equally, right, given, unless  
15 they fall into the certain framework, because there's no  
16 way to determine whether one school is significantly  
17 different in terms of credit-deficient students, all  
18 schools get treated equally?

19          THE WITNESS: That is correct.

20          ACTING CHAIR GUINASSO: Anybody else?

21          Mr. Ott, since it's your witness, do you have any  
22 follow-up?

23          MR. OTT: I don't.

24          ACTING CHAIR GUINASSO: Ms. Granier, do you have

1 any follow-up?

2 MS. GRANIER: I do. Thank you.

3  
4 **RECROSS-EXAMINATION**

5 BY MS. GRANIER:

6 Q I recall Member Luna asking you about  
7 applicability of the Charter School Performance Framework  
8 to NCA, do you remember that?

9 A I do.

10 Q Could you turn back to tab 12, the Charter School  
11 Performance Framework; and for the record we've marked it  
12 as Exhibit E.

13 Turn to the first page. Not the cover page,  
14 but -- that's right. Section 1, Introduction: The very  
15 first sentence of this document reads:

16 "This document describes the Charter School  
17 Performance Framework, the accountability mechanism for  
18 all charter schools sponsored by the State Public Charter  
19 School Authority."

20 Did I read that correctly?

21 A You did.

22 Q Is there anywhere in this document where there's  
23 an exception made for Connections or for schools that are  
24 operating under a charter agreement?

1 A Not within this document, no.

2 Q There is nothing in Senate Bill 509 currently  
3 codified in NRS 388A.330 that would prohibit you from  
4 issuing a school a Notice of Concern before putting the  
5 school on an agenda for a possible issuance of a Notice of  
6 Intent, as you did for NCA, correct?

7 A That is true.

8 Q You spoke about expectations of the Nevada  
9 Department of Education in response to, I think, Member  
10 Guinasso's questions to you, correct?

11 A Yes.

12 Q Has the Nevada Department of Education told you  
13 that you should not issue a Notice of Concern under the  
14 performance framework to a school before you put them on  
15 agenda for issuance of a Notice of Closure?

16 A They have not.

17 Q And you identified three items you said were  
18 acceptable methods of intervention with respect to the  
19 Nevada Department of Education when you have a graduation  
20 rate performance issue, correct?

21 A Yes, that is correct.

22 Q And who at NDE tells you this?

23 A I'm sorry, can you repeat the question? I just  
24 want to make sure I get the full thing.

1 Q Who at the Nevada of Department Education tells  
2 you this?

3 A Can you repeat the "this"? I got a little  
4 distracted.

5 Q What the acceptable methods of intervention are  
6 for you to undertake or for the Authority to undertake.

7 A That was a letter directly from the state  
8 superintendent.

9 Q Dr. Canavero?

10 A Yes.

11 Q And what was the date of that letter?

12 A December of 2016.

13 Q And did that letter preclude the possibility that  
14 there might be other acceptable methods of intervention?

15 A I believe it was rather prescriptive.

16 Q Are you sure that it prohibited any other  
17 possibility of any other method of intervention?

18 A I can tell you that the follow-up letter that we  
19 received from the Department commended us on the actions  
20 that we were taking with relation to the schools that were  
21 on the Rising Stars List. It is also my understanding,  
22 but I do not have -- that other sponsors that did not take  
23 the intervention -- did not take measures consistent with  
24 those outlined in the memorandum, received much -- very

1 different correspondence from the Department.

2 Q Have you asked Dr. Canavero if there's another  
3 possible method of intervention that would be acceptable?

4 A I have not.

5 Q Member Guinasso asked you if reconstitution for  
6 just the high school would be a possibility for NCA as a  
7 K-12 school; do you recall that?

8 A Yes.

9 Q And you answered no?

10 A That is correct.

11 Q Couldn't NCA request that you allow the school to  
12 amend its charter to bifurcate the high school from the K  
13 through eight grades?

14 A NCA could request that.

15 Q In which case that would be a possibility?

16 A I would recommend that the board not approve  
17 that.

18 Q But it's legally possible?

19 A You have the right to request an amendment. I  
20 don't believe that there's a legal mechanism to allow for  
21 this, especially given the poor track record of NCA would  
22 preclude the issuance of a new charter or an amendment to  
23 that charter.

24 If we were to approve a new charter for NCA, we

1 would essentially allow any other low-performing operator  
2 from anywhere in the country, we'd be creating a  
3 precedence to allow those folks to come here and operate  
4 with impunity.

5 Q Didn't you come up with a creative solution for  
6 an amendment to the charter for Beacon Academy?

7 A We did.

8 Q And did that include a charter amendment?

9 A It did.

10 Q Thank you.

11 Has NCA consistently underperformed relative to K  
12 through eight?

13 A The school is currently a two-star school at the  
14 elementary level and has been for two consecutive ratings.  
15 And it will be -- in the event the school does not receive  
16 a rating higher than the two-star level this coming year,  
17 it will be determined to be persistently underperforming  
18 in conformance with the regulations adopted by the  
19 Department of Education. And it will also be subject, the  
20 school will be subject to a Notice of Intent to revoke for  
21 that as well.

22 Q But it is not currently, correct?

23 A It is not currently.

24 Q And the middle school is currently a four-star

1 middle school, correct?

2 A That is correct.

3 Q You testified I believe in response to one of the  
4 board members that "NCA's 2013 renewal was expressly  
5 conditioned upon the school's adoption of a graduation  
6 rate improvement plan," do you remember that?

7 A Yes, that is my understanding based on my review  
8 of the minutes.

9 MS. GRANIER: Member Guinasso, I do not have  
10 those minutes but they are a public record and I believe  
11 that is inaccurate and it is material to this hearing.

12 I would ask you take judicial notice of the  
13 meeting minutes from the Authority's approval of the 2013  
14 renewal of NCA's charter contract, or charter.

15 ACTING CHAIR GUINASSO: They're Exhibit 10. I  
16 believe they are Exhibit 10 to the Authority's exhibit.

17 MS. GRANIER: Okay. Then I'll look at those in a  
18 minute. Thank you.

19 THE WITNESS: I'd be happy to read that into the  
20 record.

21 BY MS. GRANIER:

22 Q Sure. Where?

23 A This is page P115 of the binder. So that's page  
24 9 of the minutes. This is in tab 10.

1 "Member McCord motioned with the approval for the  
2 terms specified under statute with provisions that Nevada  
3 Connections Academy must create a clear plan for math  
4 proficiency improvements and high school graduation rates.  
5 Member Abel seconded it. The motion carried unanimously."

6 Q And do you think there's any evidence that that's  
7 not part of the 2013 plan that was prepared?

8 A Can you remind me of the tab that your plan is  
9 in?

10 Patrick Gavin, again, for the record. As I  
11 believe you're aware, Ms. Granier, you stated that this is  
12 a full school improvement plan. So there are a variety of  
13 things in here.

14 I'm just going through it now. Give me a moment.  
15 Specifically on page R0179. This appears to be the  
16 school's own sort of internal performance targets. So  
17 this would include certainly the improvement plan.

18 About midway down the page, the column under  
19 Measure says "Graduation and post-secondary plans."

20 And the metric here says "100 percent of full  
21 academic year 12th graders will graduate and be accepted  
22 to one or more post-secondary options, two- or four-year  
23 college, accredited vocational school, and/or military  
24 service branch."

1           The goal here listed 100 percent. And the  
2 baseline range is a rather perplexing range versus an  
3 actual baseline number of 58 to 95.

4           So I would also note that these targets are  
5 inconsistent with the adjusted cohort graduation rate.  
6 The school -- it is entirely possible that all students  
7 who were fully enrolled for the 12th grade year could  
8 graduate on time and still have the school be under  
9 60 percent.

10          Q     Okay. And the approval didn't say anything about  
11 the 60 percent, because that wasn't in place at the time,  
12 correct?

13          A     That is correct. But certainly the adjusted  
14 cohort rate graduation metric rate was, and I would note  
15 that the school itself, in its sort of state of -- the  
16 state, for lack of a better term, so its own reporting of  
17 where it was.

18                I'm just looking at the page now. Excuse me for  
19 a second. This is page R0174. The school itself reported  
20 to the state again. This is about midway down the page  
21 and it is a -- it is right above a highlighted element.

22                So it's about two rows down from this bold  
23 college and career readiness metric. It says, "Graduation  
24 rate" -- I'm sorry "Overall graduation rate."

1           It says, "NCA 36.1," and then "NV" meaning  
2 Nevada, actually "63.08," and these are consistent with  
3 the adjusted cohort, four-year adjusted cohort graduation  
4 rates for the school. So even in 2013 the charter school  
5 acknowledged in its own internal documents that the school  
6 had a graduation rate of 36.1 percent based on the ACGR.

7           Q     Right. The four-year cohort graduation rate. So  
8 do you have any knowledge of discussions the school had  
9 with Dr. Canavero about the fact that that was in part  
10 because the school was getting enrolling students who were  
11 credit-deficient when they arrived at NCA?

12          A     I was not privy to those conversations.

13          Q     You would agree with me, though, that there is a  
14 key difference between a school having credit-deficient  
15 students and having a lot of students who are already  
16 credit-deficient when they enroll at that school, correct?

17          A     So for a school that caused the deficiency as a  
18 result of failing to educate the student, failing to  
19 engage them, et cetera, yes, that is clearly a distinct  
20 difference. It is not something that is currently  
21 captured in any metric calculated by the Department of  
22 Education.

23          Q     With respect to that metric calculated by the  
24 Nevada Department of Education, that is required for

1 federal reporting purposes, correct?

2 A Yes.

3 Q The federal government does not mandate that this  
4 board use that graduation rate to consider whether it  
5 should close this school, correct?

6 A The federal government does not mandate that.  
7 The plain reading, the plain language of the statute says  
8 the graduation rate. There is only one graduation rate in  
9 the state of Nevada for four-year students, that is, the  
10 four-year adjusted cohort graduation rate. There is no  
11 other that's reported by the department. That's the only  
12 one we have.

13 I would also note that pursuant to the state's  
14 contract or its grant agreement with the federal  
15 government, one of the key performance indicators for this  
16 state being eligible for certain federal funds is that the  
17 school -- is that the state show an annual decrease in the  
18 number of low-performing schools, and that includes but is  
19 not limited to schools that have a graduation rate below  
20 60 percent.

21 Q And wouldn't the school's proposal to create a  
22 school within a school resolve that issue, because if you  
23 calculate the graduation rate for Nevada Connections  
24 Academy without consideration in 2016 for the 49 percent

1 of that cohort that came to Nevada Connections Academy at  
2 least one semester behind, its graduation rate would be  
3 over 60 percent?

4 MR. OTT: Objection; assumes facts not in  
5 evidence.

6 MS. GRANIER: We will put on witnesses that will  
7 testify to this. So it is not yet in evidence. So I'll  
8 phrase it in the form of a hypothetical to address the  
9 objection.

10 ACTING CHAIR GUINASSO: Yeah, that would be good.

11 BY MS. GRANIER:

12 Q Okay. So assume that to be the case, please.

13 A Could you repeat the question?

14 MS. GRANIER: Madam Court Reporter, I apologize,  
15 could you please read it back.

16 (Record read.)

17 THE WITNESS: That might solve the school's  
18 problem, but that assumes that we have the authority to do  
19 it and that the Department of Education would issue a  
20 separate school code acknowledging that there was a  
21 separate school or a school within a school for NCA.  
22 There's no precedence for the creation of a school within  
23 a school for a charter school.

24 Q Was there any precedent for the contractual

1 agreement you reached with Beacon for a creative solution?

2 A There was not, but that was also something where  
3 it was a short-term solution to allow the school to  
4 transition. What you have proposed is a permanent  
5 solution that requires the action of agencies other than  
6 ourselves.

7 Q Why does it require more than an amendment of the  
8 charter?

9 A Again, the state Department of Education  
10 determines what a school is for the purposes of issuing a  
11 school code. And that would be the only way to create a  
12 separate accountability report for this hypothetical  
13 school.

14 Q When NCA proposed this for its cure, did you  
15 check with the NDE to see what their reaction would be?

16 A We have discussed this concept with NDE  
17 previously and it has been rejected.

18 Q Did you discuss it with them after NCA proposed  
19 this as a cure?

20 A I did not, no.

21 Q You testified in response to one of the board  
22 members' questions that following the passage of SB 509  
23 you reviewed the graduation rates of the schools that you  
24 sponsor, correct?

1 A That's correct.

2 Q When did you do that?

3 A I reviewed -- as I said before, I reviewed it  
4 shortly after the passage of SB 509, and also once the  
5 2015 graduation rates were posted by the department.

6 Q So SB 509 was passed in June of 2015, correct?

7 A Yes.

8 Q So you reviewed it in maybe June or July of 2015?

9 A Yes.

10 Q So when we met with you in September of 2015, had  
11 you reviewed NCA's graduation rate?

12 A Yes.

13 Q And you made no mention to NCA in that meeting  
14 that you were considering issuing a Notice of Closure to  
15 the school at that time, correct?

16 A I was not considering it at that time.

17 Q And, in fact, you told NCA, "You're not on the  
18 radar, I have bigger fish to fry"?

19 A Yes, that is true. And to be very clear, that  
20 was after I was very clear that we weren't in a position  
21 to make determinations until data was actually released,  
22 which it had not been for the 2015 year, which was the  
23 year in question.

24 And we also had not at that point reviewed all

1 the implications of the statute, and I was still in  
2 discussions with counsel on those matters.

3 And as I think you were aware, there were other  
4 more immediate pressing issues related to school  
5 performance that were occupying our attention.

6 So, yes, I absolutely did say I'm not in a  
7 position to discuss that right now, we did have more  
8 immediate issues, bigger fish to fry.

9 Q And Member Guinasso asked you about whether there  
10 was a lot of communication between NCA and yourself a year  
11 before the lawsuit was filed, do you remember that?

12 A Yes.

13 Q And you said there was?

14 A Yes.

15 Q Okay. But you did testify earlier that you did  
16 not even call Connections Academy or give them any notice  
17 before you put them on the February 2016 agenda for  
18 possible Notice of Closure?

19 MR. OTT: Relevance. That's been answered  
20 already.

21 MS. GRANIER: What's your objection?

22 MR. OTT: Relevance. It's already been answered.

23 MS. GRANIER: I'm following up on the board  
24 members' questions, which raised the issue of how much

1 communication occurred between the school and Mr. Gavin.

2 ACTING CHAIR GUINASSO: I'll allow the question.

3 MS. GRANIER: Go ahead.

4 THE WITNESS: I did not call the school, no.

5 BY MS. GRANIER:

6 Q And then after that February board meeting, when  
7 the school first reached out to you, first Mr. Werlein and  
8 then myself, your initial response was "that matter is  
9 with counsel," correct?

10 A I believe that was prior to the board meeting,  
11 not after the board meeting.

12 Q Okay. So that was February of 2016?

13 A Correct.

14 Q And the litigation was initiated in August of  
15 2016, correct?

16 A The initial threat of litigation was made in  
17 February of 2016.

18 Q When was the lawsuit filed?

19 A August of 2016.

20 Q Okay. So we're talking about six months, right?

21 A Yes.

22 Q So it wasn't a year?

23 A Okay. That's a --

24 Q There was no communication prior to the February

1 agenda. And following the February agenda there were a  
2 couple of phone calls before the March board meeting,  
3 correct?

4 A Yes.

5 Q And then following the March board meeting, there  
6 were a few phone calls to go over the graduation rate  
7 improvement plan that was submitted in May, correct?

8 A That sounds correct, yes.

9 Q And then following that there were discussions  
10 about the contract and the benchmarks?

11 A Yes.

12 Q Are you familiar with the Nevada Association of  
13 School Boards Annual Report?

14 A No.

15 Q Isn't it -- so you have no reason to dispute that  
16 in fact information about the number of credit-deficient  
17 students in high schools in Nevada is, in fact, publicly  
18 available information?

19 MR. OTT: Is this a document that's in evidence?

20 MS. GRANIER: I can take judicial -- they can  
21 take judicial notice of it, and it is follow-up to  
22 determine the credibility of a statement that was made in  
23 response to the board members' questions.

24 ACTING CHAIR GUINASSO: I can't take judicial

1 notice of a document I don't have. If I can't see it, I  
2 can't take judicial notice of it. But if you want to  
3 produce that later with another witness just to reinforce  
4 the point you're trying to make, I'm happy to look at it.  
5 But I can't take judicial notice of something I haven't  
6 seen.

7 MS. GRANIER: Fair enough. Thank you.

8 BY MS. GRANIER:

9 Q I think you also said there is not any way for  
10 you to determine how many credit-deficient students there  
11 are at the school; is that correct?

12 A That is correct.

13 Q But, in fact, NCA has provided that information  
14 and also at your request hired a third party to validate  
15 that information, correct?

16 A You have stated that you've hired a person and  
17 there's a person who is waiting to testify.

18 Q Fair enough. It is possible actually to obtain  
19 that information, is my point, in a reliable manner?

20 A That is a matter that remains to be seen based on  
21 the testimony of your witness.

22 Q My question is not whether we have provided it.  
23 I understand you want me to produce the witness to explain  
24 that.

1 My question to you is:

2 It is physically possible to gather the data  
3 about how many credit-deficient -- how many students  
4 enrolled at NCA and were credit-deficient when they  
5 enrolled and then have an independent party audit the  
6 information to confirm that that is an accurate number?

7 A That is technically accurate, yes.

8 Q You spoke of a possible -- one of the elements I  
9 think you said that you communicated to Member Guinasso is  
10 a necessary element of cure was leadership.

11 A I think I tried to be very careful to say that  
12 while that's a critical element, it's not something we  
13 consider because it is subjective.

14 Q If I understand you correctly, you also felt that  
15 limiting the school's right to judicial review also was a  
16 critical element of the cure?

17 A I believe what I said was that determining on the  
18 front end what we were actually going to -- what the  
19 school would be held accountable for and what -- and  
20 agreeing to that on the front end and then having a court  
21 determine whether the school had or had not met that  
22 requirement was important, yes.

23 Q And one of the penalties to the school, if it  
24 didn't meet that benchmark, would be appointment of a

1 receiver, correct?

2 A That would have been one option, yes.

3 Q And currently, because there is no policy and  
4 there's no -- strike that. There is no current pool of  
5 board members sitting available ready to serve on a  
6 reconstituted NCA board; is that true?

7 A To my knowledge, there is no one waiting in the  
8 wings, no.

9 Q And we heard earlier this board doesn't even have  
10 a policy as to how that reconstitution will occur?

11 A That is correct.

12 Q I understand from prior discussions you and I  
13 have had that what you would see would happen is a  
14 receiver would be appointed to reconstitute the board; is  
15 that correct?

16 A That is one mechanism that's been used in the  
17 past. The school could certainly propose other  
18 mechanisms. We have negotiated a variety of terms with  
19 schools in order to get to a satisfactory result.

20 Q And with respect to the examples of schools in  
21 Nevada where a receiver has been appointed, the cost has  
22 been, at a minimum, \$24,000 a month for that school in  
23 Nevada taxpayer money; is that correct?

24 A That's probably true, yes. And ideally we would

1 be able to find someone local without having to be in a  
2 position to do these things on very short notice, which  
3 has unfortunately been the case in a couple of  
4 circumstances.

5 With more time, more notice, more ability to  
6 recruit, I think that those issues, some of those issues  
7 could be addressed.

8 It's very hard to do that when we are fighting  
9 down to the mat, we're on the mat until just about a  
10 minute before the end bell, and then we're trying to do  
11 something at the very last minute.

12 Q Is that why Joshua Curran was the only name of a  
13 receiver you proposed to the district court for one of  
14 those instances?

15 A We instituted an RFP process and Mr. Curran was  
16 ultimately the only respondent. And he was -- and  
17 ultimately it was the agreement of the Silver State board  
18 that he was an appropriate receiver. So they voted and  
19 accepted that.

20 They could certainly have asked us to continue  
21 the procurement process. So with the consent of the  
22 Silver State board, that was the name that was forwarded  
23 to the district court, as part of the joint petition from  
24 both parties.

1           ACTING CHAIR GUINASSO: Why don't we move on from  
2 this line of questioning, because I think now we're  
3 talking about another school.

4           I understood where you were going a few minutes  
5 ago with regard to the costs of the cure, if there was a  
6 breach. And I think we've gotten that point.

7           MS. GRANIER: I have two or three more questions  
8 on this and then I'll move on.

9           ACTING CHAIR GUINASSO: On Silver State?

10          MS. GRANIER: Just the receiver.

11          ACTING CHAIR GUINASSO: How does that --

12          MS. GRANIER: It goes to motive and credibility.

13          MR. OTT: Receivership hasn't been proposed.

14          MS. GRANIER: It is in the contract that  
15 Mr. Gavin proposed we enter in. It would be an automatic  
16 trigger for receivership.

17          It's also a possibility if the board was to be  
18 reconstituted given that there's no standby board. I'll  
19 limit my questions to just a few more --

20          ACTING CHAIR GUINASSO: Can you please slow down.

21          MS. GRANIER: I'm sorry. I will limit my  
22 questions to two more that just go to credibility.

23          ACTING CHAIR GUINASSO: Let's just move on from  
24 this line of questioning. I just don't see how it's

1 helping us. If you want to revisit these questions, if we  
2 get to the second issue regarding possible reconstitution  
3 or closure, perhaps we can deal with it then.

4 But I've allowed some leeway on the receivership  
5 issue as it stands now. I'd just like to wrap this part  
6 of the day up, if we could.

7 MS. GRANIER: Yes, I'll revisit it if we get to  
8 the second part of the hearing. Okay. Thank you.

9 BY MS. GRANIER:

10 Q The only other question I have is, are you  
11 familiar with transformation specialists in states such as  
12 Utah and Georgia?

13 A I don't have a great deal of familiarity, no.

14 Q Is it your understanding that at a high level  
15 these are specialists that can independently evaluate what  
16 a school is doing right, what is working, what is not?

17 MR. OTT: Objection. He just said he didn't know  
18 what it was.

19 MS. GRANIER: I'm just following up with a simple  
20 high-level question. If he says I don't know, I'm  
21 finished.

22 ACTING CHAIR GUINASSO: Okay. Go ahead.

23 THE WITNESS: I'm not -- what are the two states  
24 again in question?

1 BY MS. GRANIER:

2 Q Utah and Georgia.

3 A I don't have information to be able to give an  
4 answer.

5 Q Would that be something that you would at least  
6 be willing to look into to evaluate whether the  
7 requirement to retain such a transformation specialist  
8 could be part of an acceptable cure for NCA?

9 A Without knowing anything about this concept it's  
10 very difficult -- you're putting me on the spot,  
11 essentially, again asking to negotiate while I'm on the  
12 stand.

13 ACTING CHAIR GUINASSO: Perhaps put that to the  
14 board in your closing argument when we go to talk about  
15 potential cures.

16 MS. GRANIER: Okay.

17 ACTING CHAIR GUINASSO: Any more questions?

18 Mr. Ott, anything further?

19 That concludes Mr. Gavin's testimony. Mr. Ott,  
20 who is your next witness?

21 MR. OTT: Russ Keglovits.

22 ACTING CHAIR GUINASSO: Are you getting Mr.  
23 Keglovits? While we're waiting, I understand this to be  
24 your last witness for your case in chief. It's 3:37 now.

1 I'm sure we can get through this witness based on your  
2 representations of the scope of what he's going to be  
3 testifying tomorrow. That means that your case in chief  
4 will begin -- what I'd like to try to be able to  
5 accomplish is that with regard to the first set of issues,  
6 if possible, if we can get to some resolution on that.

7 And if we can get resolution on the first set of  
8 issues based on this three days of work, there may be a  
9 need for another hearing date; there may not. And so  
10 let's see if we can try to accomplish that goal.

11 I know Mr. Gavin was also listed as one of your  
12 witnesses. I think you've had some opportunity to  
13 question him. So with regard to -- if we start at 8:00  
14 tomorrow, and we're here to 5:00, if we could plan to get  
15 your case done around 3:00, 3:30, that would give some  
16 time for closing arguments and some time to deliberate.

17 That would wrap up the first issue. I doubt,  
18 based on what I understand the witnesses to be, that we'll  
19 get to the second issue. If in fact that ends up being a  
20 result of this board's action. So just as a heads-up in  
21 terms of the way I'm thinking about how things are going  
22 to play out.

23 MS. GRANIER: I appreciate that. Just two quick  
24 things on that. In addition to Ms. Sanchez, Mr. Wicks was

1 to catch an 11:00 -- he's changed his flight, so he'll be  
2 here tomorrow.

3 But the other thing I just want to tell you is I  
4 have a preplanned trip out of the country from June 15th  
5 through the 28th I cannot move. And I know scheduling has  
6 been an issue in the past. I just want to be totally up  
7 front with that.

8 ACTING CHAIR GUINASSO: We'll work with you -- I  
9 may be presuming too much. I don't know what we're going  
10 to decide tomorrow. I honestly don't. So whatever comes  
11 up tomorrow, then we can worry about schedules if that  
12 becomes relevant.

13 Mr. Keglovits, is he ready? Just to be clear, I  
14 don't want to intimate that I'm trying to cut your  
15 presentation off. So if it ended up going later, we end  
16 up going later. But I was just expressing kind of  
17 aspirations of what we'd like to try to accomplish.

18 MS. GRANIER: I appreciate that. Is there a  
19 desire to try to go later tonight as opposed to going  
20 later tomorrow night?

21 ACTING CHAIR GUINASSO: If I could have gone to  
22 midnight every night, that would have been preferable.  
23 But I think we're limited to this room to 5:00,  
24 unfortunately.

1 MR. PELTIER: The witness is here.

2 ACTING CHAIR GUINASSO: All right. Mr.  
3 Keglovits, you've been called to testify on behalf of the  
4 Authority.

5 I just need to swear you in. Raise your right  
6 hand, please.

7 (Witness sworn.)

8 ACTING CHAIR GUINASSO: Thank you very much.  
9 Mr. Ott.

10  
11 **RUSSELL KEGLOVITS**

12 Called as a witness on behalf of the Authority,  
13 having been sworn, testified as follows:

14  
15 **DIRECT EXAMINATION**

16 BY MR. OTT:

17 Q Good afternoon. Can you spell your last name for  
18 the record.

19 A For the record, my name is Russell Keglovits.  
20 Last name is spelled K-e-g-l-o-v-i-t-s.

21 Q And where are you currently employed?

22 A I'm currently employed with the Nevada Department  
23 of Education in Carson City, Nevada in the office of  
24 Assessment Data and Accountability and Management.

1 Q And what is your position there?

2 A I am the Assistant Director of Accountability.

3 Q Approximately how many Department of Education  
4 employees are in the Office of Assessment Data and  
5 Accountability Management?

6 A There are approximately 24 employees in this  
7 office. Six of these employees report to me. One staff  
8 member is responsible for federal reporting. One member  
9 is responsible for state reporting, including the cohort  
10 graduation rate, and approximately 1.5 employees are  
11 responsible for school accountability.

12 Q And is that office sometimes known as ADAM?

13 A Yes, that is the acronym for my office.

14 Q Okay. Can you describe what the office does  
15 generally?

16 A ADAM is responsible for administering state  
17 assessments for information technology including managing  
18 the state's Student Information System and accountability  
19 reporting, including federal EDFAX, state statutory  
20 reporting requirements and school accountability,  
21 including star ratings.

22 Q And are you familiar with the Department of  
23 Education's Nevada Report Card website?

24 A Yes, I am.

1 Q Can you explain what information that website has  
2 on it?

3 A The Nevada Report Card website contains all of  
4 the required NRS, the statutory reporting requirements  
5 that the Department of Education is required to report on.

6 It includes information about student demography,  
7 assessment results, graduation rates, discipline data and  
8 a host of other required data elements.

9 Q And as part of your duties, do you participate in  
10 the calculation of the graduation rates for the Nevada  
11 Department of Education?

12 A I do not directly compute those rates. I  
13 supervise a staff who oversees the cohort validation  
14 process.

15 Q Is part of your responsibility to determine how  
16 the graduation rate is calculated?

17 A No. We rely on the federal regulations, the Code  
18 of Federal Regulations, 200.19, in particular, and this  
19 regulation outlines how the adjusted cohort graduation  
20 rate is determined.

21 Q So your role is limited to implementing the  
22 calculation?

23 A That's correct.

24 Q Can you explain the process that the Department

1 of Education uses to calculate graduation rates?

2 A Yes, beginning in around mid-September, early  
3 fall, the state education agency, in this case the  
4 Department of Education, opened a data validation sign-off  
5 and lock tool.

6 This is a tool that we open up for districts and  
7 charter schools to validate their statewide cohort from  
8 the previous school years. This information shows the  
9 ending status of students in their cohort, along with  
10 other demographic information, such as race, gender,  
11 special population membership.

12 The DVSL, the Data Validation Signoff Lockout, we  
13 refer to it as DVSL. It serves as a reflection of the  
14 information in the local Student Information Systems. So  
15 local education agencies and charter schools use this DVSL  
16 system to identify any ending status discrepancies.

17 They then make changes to any of those  
18 discrepancies in their local student information systems  
19 and then each night, during this validation process, the  
20 system is refreshed and they can see and verify that their  
21 changes have been made.

22 This process goes on until about December, and  
23 local education agencies and charter schools then agree to  
24 the status of the data in the DVSL. It is then locked,

1 and we then compute the adjusted cohort graduation rate  
2 according to the Code of Federal Regulations.

3 Q Does the department calculate any graduation  
4 rates other than the one you just described based on 34  
5 CFR 200.19B, I think?

6 A No, we do not.

7 Q Do you currently calculate a fifth-year  
8 graduation rate?

9 A Yes, we do. And it, too, is in accordance with  
10 the Code of Federal Regulations you cited.

11 Q I'll get to the fifth-year graduation rate in a  
12 minute. Other than the fifth-year graduation rate, do you  
13 calculate a sixth year?

14 A Not currently.

15 Q Are there any others other than the four-year and  
16 fifth-year?

17 A No, there are not.

18 Q Okay. The term "graduation rate" is used in NRS  
19 388B.200 to establish eligibility for conversion to an  
20 achievement charter school.

21 Has anyone from the department's achievement  
22 charter school made a request for ADAM to calculate a  
23 different graduation rate for it?

24 A Not that I know of.

1 Q Do you understand the ASD to use the same  
2 four-year graduation adjusted rate for eligibility  
3 purposes?

4 A Yes, that's my understanding.

5 Q Is this calculation used for every district and  
6 charter school throughout the state?

7 A Yes, it is.

8 Q Do you know if this calculation is used by states  
9 other than Nevada?

10 A Yes, it is, all states are required to use this  
11 methodology.

12 Q Can you describe to me what composes the  
13 numerator and the denominator of the graduation rate?

14 A The numerator is the number of graduates. The  
15 denominator is the number of graduates plus non-graduates  
16 in the cohort.

17 Q When you say "graduates," what's included in  
18 "graduates"?

19 A We have a number of ending status codes that  
20 count as graduates, but typically these are high school  
21 students that earn a regular, advanced or adult diploma.

22 Q And the denominator is the adjusted cohort minus  
23 those transferring out?

24 A Correct. We also subtract out any student who is

1       deceased or emigrated to another country.

2           Q     Okay.  So it's deceased, another country, and  
3       transfers to other states or districts?

4           A     I'll check my notes.  Just to be clear about a  
5       transfer-out, a transfer-out is a student who withdraws  
6       from their original school and enrolls in another  
7       diploma-granting institution, those are considered  
8       transfers outs.  And there's official documentation that  
9       needs to be available or submitted in order for that to be  
10      an official transfer out.

11           ACTING CHAIR GUINASSO:  Mr. Ott, I notice that  
12      your witness is referring to some notes or documents.  Can  
13      those documents be made available, since it looks like  
14      he's using them to refresh his recollection?

15           MR. OTT:  Sure.  He can give them to Mr. Peltier  
16      after.

17           ACTING CHAIR GUINASSO:  Maybe upload them to the  
18      website so they're available to us and also to opposing  
19      counsel.

20           MS. GRANIER:  I don't want to hold us up, so if I  
21      could just have the opening to recall him once I get those  
22      and review them, if I have further questions.

23           ACTING CHAIR GUINASSO:  Yeah, that would be fine.

24      BY MR. OTT:

1 Q So the numerator is students graduating with a  
2 regular or advanced high school diploma; is that correct?

3 A Correct, as well as adult education diplomas.

4 Q So adult education diplomas do get calculated  
5 into the numerator?

6 A Yes. But those are for institutions granting  
7 adult diplomas.

8 Q If an institution had a student transfer to  
9 another school that granted an adult graduation diploma,  
10 that student would get calculated out based as a  
11 transfer-out?

12 A Yes, they would.

13 Q The full formula would be students with a regular  
14 or advanced high school diploma or adult diploma divided  
15 by the cohort as established in ninth grade, plus  
16 transfers in, minus students who transfer out, emigrate to  
17 another country or are deceased?

18 A That's correct.

19 Q I ask you to refer to Staff's Exhibit 1, marked  
20 P002, which should be around there somewhere. I think  
21 NCA's binder. Ours is the smaller one.

22 A Repeat the exhibit.

23 Q It's P002. It's Exhibit 1.

24 A I've found it.

1 Q Is the graduation rate included in that exhibit  
2 calculated using the process that you just described?

3 A Yes, it is.

4 Q What was the graduation rate calculated by ADAM  
5 for Nevada Connections Academy for 2015-16?

6 A The accountability year 2015-16 was associated  
7 with the graduation rate of 35.63 percent. The class of  
8 15-16 had a graduation rate of 40.09.

9 Q Class of 15-16 would have been the accountability  
10 year of 16-17; is that correct?

11 A Correct.

12 Q I believe you just described earlier with the  
13 lock provisions the validation process for the data used  
14 in this calculation. Do you know if that validation  
15 process was used in this calculation?

16 A Yes, it was.

17 Q Is that process the same for every charter school  
18 and district in the state?

19 A Yes, it is.

20 Q I want to ask you a couple of questions about  
21 dropout rates. As part of your job duties, do you do any  
22 work with dropout rates?

23 A Here again, I supervise the staff that is  
24 responsible for these calculations.

1 Q Does the Department of Education calculate  
2 dropout rates?

3 A Yes, we do. These are annual dropout rates.

4 Q How are these calculated?

5 A Sorry.

6 Q That's perfectly fine. How are these calculated?

7 A So these are prior school year dropouts based on  
8 a validation day, which for us is October 1st.

9 We wait an entire year before counting a student  
10 as a dropout. So, for example, a student from the 2016  
11 school year who is a dropout must first appear in that  
12 2016 validation count day file and must fail to reappear  
13 the following October 1st, 2017.

14 Q How does the department determine if the student  
15 fails to appear for the following year?

16 A If they're not in the validation day file -- and  
17 here I should add that it is a locally submitted data  
18 file, the department really doesn't do this calculation.  
19 We provide the methodology, the business rules to  
20 districts. They provide it to us.

21 Q Districts and charter schools just report the  
22 data and the state publishes, more or less?

23 A That's correct.

24 Q Are the dropout rate calculations and the

1 graduation rate calculation related?

2 A These are not related in any way.

3 Q So the two separate calculations and the  
4 reduction in dropout rate would not necessarily affect the  
5 graduation rate calculated by NDE?

6 A That is correct.

7 Q Put another way, it's possible for a child to be  
8 a non-graduate, a non-dropout and or a non-graduate and a  
9 non-dropout?

10 A Non-graduate and a non-dropout? Correct.

11 Q Moving on to the every Student Succeeds Act, as  
12 we've been referring to it earlier today, do you know what  
13 the Every Student Succeeds Act is?

14 A Yes, I do.

15 Q Has the Every Student Succeeds Act affected the  
16 way the graduation rate is calculated by NDE?

17 A Not at this time.

18 Q Why not?

19 A It doesn't take effect until the 17-18 school  
20 year and the provisions that we see in ESSA do not require  
21 a change.

22 Q Do you know if there's been any decision to  
23 change the way it's calculated in future years?

24 A I do not know of any decisions to change our

1 methodology.

2 Q I want to ask you a couple of questions about the  
3 five-year graduation rate that I mentioned earlier. You  
4 said NDE calculated a five-year graduation rate.

5 Can you explain how that's calculated, briefly?

6 A Yes, it's exactly the same as the four-year  
7 cohort graduation rate; the process for validating this  
8 data is the same. But it's just allowing students one  
9 additional year to graduate.

10 So if their original graduating class was the  
11 class of 2016, we'll be looking in 2017 to see if those  
12 who were non-graduates graduated.

13 Q Okay. So for the four-year graduation rate, the  
14 cohort locks in the ninth grade, then you evaluate their  
15 end status at the end of four years; and for a fifth-year  
16 graduation rate, you would lock that cohort in the 9th  
17 grade and then just evaluate that status after the fifth  
18 year?

19 A That's correct.

20 Q And it's pursuant to the same federal statute or  
21 same federal regulation, excuse me?

22 A Yes, it is.

23 Q Do you know what the five-year graduation rate  
24 was for the most recent school year for Nevada Connections

1 Academy?

2 A Here I'm referring to the document available on  
3 the Nevada Report Card. I'll make this available to  
4 Mr. Peltier.

5 For Nevada Connections Academy, the 2014-15  
6 five-year graduation rate was 40.93 percent.

7 Q And do you know what it was for the state as a  
8 whole?

9 A My apologies, I think you asked that. It was  
10 72.03 percent.

11 Q You're right. I asked for NCA first. Then I  
12 asked for the state.

13 Thanks. That's all I have for you, Mr.  
14 Keglovits.

15 ACTING CHAIR GUINASSO: Thank you, Mr. Ott.  
16 Ms. Granier.

17 MS. GRANIER: Thank you.

18

19

### CROSS-EXAMINATION

20 BY MS. GRANIER:

21 Q Good afternoon, Mr. Keglovits. I'm Laura  
22 Granier. I represent Nevada Connections Academy.

23 A Hi.

24 Q Hi. Do you know for what purpose the government

1 adopted the four-year cohort graduation rate?

2 A I actually don't know the history why it was  
3 adopted. I was reading the CFR in preparation for today,  
4 and this is a No Child Left Behind, it's all wrapped up  
5 into that legislation, from the best I can tell. I think  
6 it was an attempt to unify the methodology.

7 Q And it was created -- strike that. You mentioned  
8 in your direct examination that all states are required to  
9 use this same methodology for calculating the four-year  
10 cohort graduation rate, correct?

11 A That is my understanding, correct.

12 Q And that is for purposes of states reporting to  
13 the federal government, correct?

14 A Correct.

15 Q Are you aware of a mandate that states use that  
16 graduation rate to make a determination as to whether or  
17 not to close a charter school?

18 A I know of no federal mandate to do so.

19 Q You made reference to the local districts, LEAs,  
20 providing the data to the NDE; is that right? And then  
21 Mr. -- is that a yes? Sorry. For the record, I need you  
22 to say yes instead of nod.

23 A I have to ask a clarification question.

24 We were speaking about cohort, and we were

1 speaking about dropouts. So dropouts provided by LEAs,  
2 the cohort is LEA data that we reflect in our data  
3 validation system to the LEAs.

4 Q Okay. And for charter schools sponsored by the  
5 charter school -- State Public Charter School Authority,  
6 would that data be provided to you by the State Charter  
7 School Authority or the charter schools themselves?

8 A The charter schools themselves.

9 Q If you could turn to -- there should be a large  
10 exhibit binder in front of you or nearby that has "Nevada  
11 Connections Academy" on the front of it.

12 A I think it's being retrieved right now.

13 Q If you would turn to tab 7 in that binder. And  
14 for the record, we have marked that as Exhibit G. So I'll  
15 represent to you that -- to familiarize you with what I'm  
16 reading from.

17 On the front page of this document, it says --  
18 it's an excerpt. It doesn't say that, but it's an excerpt  
19 of the minutes of the Senate Committee on Education, 78th  
20 session, April 3rd, 2015.

21 Is that the right document? Are you looking at  
22 that document?

23 A Yes, I am.

24 Q Okay. So I'll represent to you these are minutes

1 from the Senate Committee on Education meeting in the 2015  
2 legislative session.

3 If you would turn to the last page. In the  
4 bottom right-hand corner you'll see a Bates No. R0206.

5 Do you see that page?

6 A Yes, I do.

7 Q I'll direct your attention to the next to the  
8 last few lines on that page, where it says "Dr. Canavero,"  
9 do you see that?

10 A Yes, I do.

11 Q And is Dr. Canavero our current acting state  
12 superintendent?

13 A Yes, he is.

14 Q He's not acting, he's our current state  
15 superintendent, right?

16 A He's the current one and he performs the role  
17 well.

18 Q I agree with you. Thank you.

19 And Dr. Canavero is quoted in the Senate  
20 Committee on Education minutes as saying "The NDE can  
21 create through regulation if necessary a flexible  
22 graduation rate requirement." Did I read that correctly?

23 A That's what I see written here as well.

24 Q Do you have any reason to question that that's an

1 accurate statement made by Dr. Canavero?

2 A Not at all.

3 Q Thank you.

4 ACTING CHAIR GUINASSO: Is that all?

5 MS. GRANIER: Yes.

6 ACTING CHAIR GUINASSO: Mr. Ott?

7 MR. OTT: Nothing for me.

8 ACTING CHAIR GUINASSO: Thank you for testifying  
9 today. You are now free to go.

10 I forgot. Thank you for the reminder.

11 Questions from the Board? Any questions from the  
12 Board?

13 MEMBER JOHNSON: I just have a clarifying  
14 question, I'm sorry. Can you please -- this is Member  
15 Johnson -- explain the graduation rate formula one more  
16 time. I was scribbling notes. I don't think I got it as  
17 clearly as I needed to.

18 THE WITNESS: Is that directed to me? Okay.  
19 Yes.

20 MEMBER JOHNSON: Yes, it is.

21 THE WITNESS: Cohort graduation rate is a ratio.  
22 Numerator consists of the number of graduates. The  
23 denominator consists of the number of graduates plus the  
24 number of non-graduates.

1 MEMBER JOHNSON: It's that simple?

2 THE WITNESS: It is that simple.

3 ACTING CHAIR GUINASSO: I actually did have one  
4 question that was in follow up to the last question that  
5 was asked of you regarding Mr. Canavero's statement. I  
6 was wondering: Has a flexible graduation rate requirement  
7 in fact been adopted by NDE?

8 THE WITNESS: Not that I know of.

9 ACTING CHAIR GUINASSO: Do you have any idea why  
10 or why not?

11 THE WITNESS: It would be speculation, and if  
12 that's acceptable testimony, I can tell you a little bit  
13 about what I know about our process.

14 ACTING CHAIR GUINASSO: No, I wouldn't want you  
15 to speculate. If you don't know, that's okay.

16 THE WITNESS: I don't know why.

17 ACTING CHAIR GUINASSO: Thank you. Any other  
18 board member questions? Go ahead.

19 MEMBER CORBETT: This is Member Corbett, for the  
20 record.

21 You referred to the fifth-year graduation rate  
22 with the NAC and then the general five-year graduation  
23 rate for the state. To your knowledge, are they identical  
24 populations?

1 THE WITNESS: No, they are not identical  
2 populations in all instances, because there are still  
3 students that can transfer in and/or transfer out during  
4 that fifth year. It's possible for that population to  
5 change.

6 MEMBER CORBETT: So would you say there are other  
7 variables involved, experiences, et cetera?

8 THE WITNESS: Yes, I agree with that statement.

9 MEMBER CORBETT: Thank you.

10 BY MR. OTT:

11 Q If I could clarify. Maybe give a little bit more  
12 detail to what I think Member Johnson was trying to get  
13 at. So, I'm sorry, not Member Johnson.

14 So with regard to graduation rate, you said it  
15 was graduates over graduates plus non-graduates, correct?

16 A Correct.

17 Q And you said graduates is comprised of three  
18 different types of diplomas, correct?

19 A Correct.

20 Q And those were regular, advanced and adult,  
21 correct?

22 A Correct.

23 Q And in the denominator we have graduates and  
24 non-graduates. Is the denominator also the graduating

1 cohort?

2 A Correct, the entire set of students in the  
3 numerator and denominator is the cohort.

4 Q So the cohort gets established by students  
5 enrolled at ninth grade, correct?

6 A Correct.

7 Q And are there specific rules that allow that  
8 cohort to change regarding students who are added to it  
9 and students who may be subtracted from it?

10 A When students enroll in the ninth grade, they're  
11 assigned what we refer to as an original year of  
12 graduation. That original year of graduation does not and  
13 cannot change for students under the adjusted cohort  
14 graduation rate methodology.

15 Q But a student -- okay. So if a student transfers  
16 to another school, they would leave the cohort of that  
17 school that they were originally in and be added to the  
18 cohort of the new school, correct?

19 A Correct.

20 Q And what are the other ways for a student to be  
21 subtracted out of a cohort of the school that the student  
22 originated in in ninth grade?

23 A They emigrate to another country or pass away.

24 Q Could they also move out of state?

1           A     Correct.  They would be considered a  
2 transfer-out.

3           Q     Okay.  Last question.  Director Gavin just told  
4 me I should be calling you Dr. Keglovits.  So if you are a  
5 doctor, I apologize for calling you Mr. Keglovits.

6           A     I am not, but I appreciate the honor.  Thank you.

7           Q     Director Gavin is trying to get you a raise.  
8                 But I have no further questions.

9           ACTING CHAIR GUINASSO:  Ms. Granier, do you have  
10 anything?

11           MS. GRANIER:  I do not.

12           ACTING CHAIR GUINASSO:  Any board members?  Last  
13 chance?  All right.  Thank you, Mr. -- Dr. Keglovitz,  
14 appreciate your time.

15           MEMBER GARDNER:  This is Member Gardner.

16           ACTING CHAIR GUINASSO:  Mr. Keglovits, we  
17 actually have a member on the phone that I forgot to ask  
18 if he had any questions.

19           Member Gardner, do you have a question?

20           MEMBER GARDNER:  Quick question with regard to  
21 one of the last questions, the same one you touched upon.

22           ACTING CHAIR GUINASSO:  Please go ahead.

23           MEMBER GARDNER:  Okay.  Thank you.  I was  
24 wondering if Dr. Canavero or anybody at the NDE, Nevada

1 Department of Education, has asked for or ever used an  
2 alternative to the graduation rate.

3 THE WITNESS: Prior to 2011, the graduation  
4 methodology rate was referred to as the Lever Rate. That  
5 was before the regulations were adopted across the  
6 country. There was a time in the distant past when a  
7 different rate was calculated, but we have since changed  
8 to conform to the requirements.

9 MEMBER GARDNER: Would it be fair to say that  
10 since 2011, for every charter school, for every school,  
11 they've all been subject to the same standard?

12 THE WITNESS: Yes, that is correct.

13 MEMBER GARDNER: Okay. Thank you.

14 ACTING CHAIR GUINASSO: Ms. Granier, go ahead.

15 MS. GRANIER: Mr. Keglovitz, when you say "all  
16 charter schools" and "schools are subject to the same  
17 standard," you just mean they're all required to report a  
18 four-year -- they all have their own graduation rate  
19 number that is calculated based on this four-year federal  
20 cohort rate for federal purposes, correct?

21 THE WITNESS: That is correct.

22 MS. GRANIER: Okay. Thank you.

23 ACTING CHAIR GUINASSO: Thank you. Anybody else?  
24 All right.

1           In all seriousness, Mr. Keglovits, appreciate you  
2 making the time. I know you had to wait a while, but we  
3 appreciate you making yourself available to testify today.

4           Have a good Memorial Day Weekend.

5           Mr. Peltier: Member Guinasso, if Mr. Keglovits  
6 did not refer to everything in this --

7           ACTING CHAIR GUINASSO: Only what he referred  
8 to -- we only need the documents that he referred to,  
9 Danny.

10          Mr. Peltier: Thank you. One other point that  
11 I'd like to make the board aware of. While assisting Mr.  
12 Keglovits, my computer froze for a minute. I can -- the  
13 court reporter was able to get the transcript, but the  
14 recording stopped for, I don't know, a minute.

15          And then it was rebooted. So I wanted to make  
16 you aware of that during this testimony that occurred.

17          ACTING CHAIR GUINASSO: Okay. So we'll probably  
18 have to make the transcript available publicly at some  
19 point. So that's how we'll cure that issue.

20          So there will be a public -- there will be the  
21 recording of this meeting that will be made available to  
22 the public, as well as the transcript when it comes  
23 available. And that should, if one or the other fails, we  
24 should have a complete record one way or the other.

1 MR. PELTIER: Wanted to let you know.

2 ACTING CHAIR GUINASSO: Appreciate it. It's  
3 4:14. We have time, since I'm assuming, Mr. Ott, you're  
4 going to rest your case?

5 MR. OTT: Yes.

6 ACTING CHAIR GUINASSO: Based on that fact, we do  
7 have time to start your case in chief, Ms. Granier, if you  
8 wanted to call your first witness.

9 MS. GRANIER: I will call Dr. Jafeth Sanchez.  
10 Before I do that, though, I would like to make a motion  
11 based on the evidence that has been presented for judgment  
12 as a matter of law against the Authority, if you would  
13 allow that motion to be heard.

14 ACTING CHAIR GUINASSO: Okay. Let's hear your  
15 motion.

16 MS. GRANIER: Okay. You have a threshold  
17 determination to make as to whether the Authority has  
18 proved by a preponderance of the evidence that Nevada  
19 Connections Academy has not corrected the alleged  
20 deficiencies, and whether it's lawful and appropriate to  
21 reconstitute or revoke the charter.

22 If you determine that NCA has cured the noticed  
23 alleged deficiencies, then we don't proceed further in  
24 this hearing, in accordance with your order.

1           If the board determines that NCA has a graduation  
2 rate of less than 60 percent for purposes of Senate  
3 Bill 509 now codified as NRS 388A.330, which the Authority  
4 had the burden of proving by a preponderance of the  
5 evidence, then we will move forward, and that Nevada  
6 Connections Academy has not adequately cured that  
7 deficiency, then we will move forward with the next phase  
8 of this hearing so you can determine whether it is lawful  
9 and appropriate to close this school or to reconstitute  
10 its governing board.

11           Under the order issued rescheduling the hearing,  
12 you identified the deficiency under 388.330 that the  
13 school's graduation rate was below 60 percent.

14           We have heard evidence that that number is below  
15 60 percent if you calculate it based on the four-year  
16 cohort graduation rate, which is commonly used for federal  
17 reporting purposes.

18           There is no definition of graduation rate under  
19 the statute, under Nevada law. And, in fact, the  
20 legislative history is clear that that was not what was  
21 intended, that in fact the representation was made to  
22 legislators that your board, based on Mr. Gavin's  
23 testimony, was not going to use this with a single data  
24 point to shut down a school.

1           The Legislature changed the language of the  
2 proposed bill from "shall close a school," a mandatory  
3 closure for having a grad rate of less than 60 percent, to  
4 "may," to provide you discretion.

5           That discretion requires that you listen to all  
6 of the compelling evidence. And as Mr. Gavin conceded, a  
7 compelling explanation when you consider whether that  
8 trigger is appropriately, is appropriate for you to  
9 proceed.

10           Mr. Gavin admitted that that discretion does  
11 exists. He believes you should exercise that discretion  
12 when there's a natural disaster, and that's why the rate  
13 is below 60 percent.

14           But he also referred to a natural disaster  
15 resulting in displaced students. Well, that's  
16 precisely -- we don't have a natural disaster, but we have  
17 displaced students.

18           We have students that have come to this school  
19 credit-deficient. And that is the only reason this  
20 school's graduation rate is below that 60 percent when you  
21 calculate it under the four-year federal cohort.

22           Therefore, provided Mr. Gavin's own testimony  
23 about that discretion and how you consider graduation  
24 rate, you should grant this motion.

1           In addition to that, Mr. Gavin testified today  
2 that considering the fifth-year graduation rate would be  
3 reasonable relative to this issue.

4           So, again, there's a concession. But this is not  
5 this single data point without consideration of who those  
6 students are. You heard Mr. Gavin agree that there is a  
7 major difference between a credit-deficient student who  
8 became credit-deficient at Nevada Connections Academy and  
9 they are fully accountable for that.

10           Versus a credit-deficient student who was one or  
11 more semesters behind when they hit the door of Nevada  
12 Connections Academy, and that is 49 percent of our student  
13 population.

14           In addition, you're considering whether or not  
15 Nevada Connections Academy, whether the Authority carried  
16 its burden of proof that under these circumstances Nevada  
17 Connections Academy did not cure the defect in a  
18 reasonable way.

19           What you heard from Director Gavin was that he  
20 flat out refused to give the school guidance as to what  
21 would be an acceptable cure. For the first time today,  
22 Nevada Connections Academy heard, in response to Acting  
23 Chair Guinasso's questions, what the necessary elements  
24 were for an acceptable cure.

1           We've heard various explanations as to why he  
2 refused to talk to us, whether it was because we had  
3 initiated litigation, whether it was because he had no  
4 obligation under the law, whatever the reason, it is clear  
5 to you from the evidence presented already there was no  
6 clarity to the school as to what would be an acceptable  
7 cure. And I'm not even sure there is any clarity even  
8 today after they have presented their case in chief.

9           The Nevada Connections Academy, at this board's  
10 request back in May, after having been up for a Notice of  
11 Closure in March of last year and having the board vote,  
12 after hearing from the school, that board voted not to  
13 move forward with Director Gavin's recommendation and  
14 Notice to Close be issued.

15           Instead, that board said: You need to come up  
16 with a plan to address this graduation rate issue. And we  
17 did.

18           In May we came back with a Graduation Rate  
19 Improvement Plan, which was part of the cure. And,  
20 frankly, it cured the defect. Director Gavin has no  
21 substantive criticism.

22           He said he's agnostic as to the programmatic  
23 changes in there. So he does not dispute that the  
24 programmatic changes that we presented, that the

1 intervention that we presented can actually cure this  
2 issue.

3 He has concerns about the timeframe in which it  
4 will be done. But we also heard that it could be of  
5 concern if the school's graduation rate increases too  
6 dramatically.

7 So should there be transparency and  
8 accountability? Absolutely. And we have never fought  
9 that. We have been absolutely transparent with the  
10 numbers.

11 We came to you. We explained why the rate is  
12 what it is. And it's not based on a reflection of this  
13 school's performance.

14 And Director Gavin failed to present any  
15 evidence -- the Authority failed to present any evidence  
16 to you that in fact this number represents NCA's  
17 achievement failures. Director Gavin refused to look at  
18 information presented to him, uploaded in Epicenter from  
19 Dr. Garza, who was our third-party validator of all of  
20 this data.

21 He was not looking for a solution, unfortunately.  
22 He was looking to tell you to close this school.

23 Under the law, the Authority bears the burden of  
24 proving that there was not an acceptable cure. We have

1 provided you -- I will say -- a first-of-its kind possibly  
2 in the country -- a first-class graduation rate plan that  
3 this board praised.

4 We've provided you evidence that it's working. A  
5 five percent pitch point increase over the course of the  
6 last year.

7 Director Gavin had no evidence that that wasn't a  
8 direct result of the Graduation Rate Improvement Plan.

9 We have also indicated through our proposed cure  
10 an absolute willingness to work with all of you and your  
11 staff to try to find a path forward if there are more  
12 requirements that you want to impose to address this  
13 issue. We came back with all kinds of proposals.

14 First, we were told that it needs to be approved  
15 by the board. We had it approved by the board. Then we  
16 were told it still doesn't address the issue. So we came  
17 back with this idea of a school within a school, which I  
18 still submit to you there was no evidence presented to you  
19 that that is not legally permissible.

20 And in fact Director Gavin just said it will take  
21 too long, I believe, and that it's unprecedented.

22 Well, the Beacon Academy's contract was also  
23 unprecedented. But my contract -- this Authority let that  
24 school have a transition period where they became, chose

1 to enter the Alternative Performance Framework.

2 So there's precedent for finding creative  
3 solutions and doing it by contract and approving it by  
4 this board.

5 We have offered all of those things which  
6 demonstrate an absolute willingness to address the real  
7 issue and give you all of the data that demonstrates what  
8 the real issue is.

9 And for all of those reasons, the Authority has  
10 not carried its burden, and we ask that you grant us  
11 judgment as a matter of law.

12 ACTING CHAIR GUINASSO: Thank you, Ms. Granier.  
13 Mr. Ott.

14 MR. OTT: Thank you. So the graduation rate is  
15 clear and uncontroverted. Below 60 percent. You heard  
16 Mr. Keglovits state there's only one graduation rate  
17 calculated in Nevada.

18 You heard Director Gavin say that's the  
19 graduation rate they use for accountability purposes.

20 You heard Mr. Keglovits say that that's the same  
21 graduation rate that the ASD uses for accountability  
22 purposes.

23 There's only one graduation rate. Everybody  
24 knows what it is. Exhibit 1 in our binder clearly shows

1 it was 35 percent for the first year in question and  
2 40 percent for the second year in question.

3 So the Authority has clearly met its burden with  
4 regard to those two items.

5 With regard to the third component of this first  
6 phase, which is the feasibility of the cure, first I want  
7 to address the allegations about refusing to provide  
8 feedback.

9 The evidence does not reflect that the Authority  
10 refused to provide feedback to a cure.

11 You heard Director Gavin testify about multiple  
12 phone calls with NCA to do exactly that during the  
13 February-to-March cure period.

14 The fact that those phone calls were unsuccessful  
15 or the fact that they were unwilling or unable to come up  
16 with a cure that was satisfactory, does not mean that the  
17 authority did not provide all the feedback that it should  
18 have.

19 The only time there was any failure, testimony  
20 has shown the only time there was any failure to respond  
21 on behalf of the Authority to a request from the school  
22 was after their motion for preliminary injunction was  
23 denied on November 30th, a verbal request from their  
24 counsel to counsel for staff to talk about cure is

1 approximately 48 hours before the two-month cure period  
2 had ended.

3 There was no board meeting scheduled. Director  
4 Gavin was out of town. And based on the heightened  
5 litigation environment we denied the request to talk about  
6 cures on an expedited basis.

7 So that's the only time that there was ever a  
8 failure to participate with the school. And that was not  
9 in response to a written cure proposal, that was a  
10 response for a request for a conversation.

11 There wasn't a document presented that says, hey,  
12 tell us what you think about this. It was, hey, can we  
13 talk?

14 That's something that I think needs to be cleared  
15 up. And then with regard to the feasibility, to the  
16 acceptability of the plan: One of the things that was  
17 very clear that Director Gavin mentioned was that the  
18 client had benchmarks.

19 And when you look at their December 2, 2016 plan,  
20 on page R003, it says:

21 "With respect for measuring the school's progress  
22 in implementing that plan, NCA has proposed benchmarks of  
23 reaching 45 percent by 2016."

24 The benchmark for 2016 for the plan that they

1 proposed was 45 percent. The graduation rate was  
2 40 percent. So they didn't meet their own benchmark that  
3 they proposed in their plan. The plan has been in place  
4 for a year now.

5 The only information that we have is that it's  
6 not working, it's not doing what they told us it was going  
7 to do.

8 Furthermore, this is supported by the fact that  
9 the evidence shows, in 2013, the school was renewed  
10 contingent upon it coming up with a plan to improve its  
11 mathematical performance and graduation rate performance.  
12 That was 2013.

13 We're still at 40 percent for their graduation  
14 rate. The history has shown that this school's graduation  
15 rate improvement plans do not succeed.

16 Now whether that's because of an inability or an  
17 unwillingness or ineffective implementation is not  
18 something that the authority has the staff or the  
19 expertise to know, but they can judge the results.

20 We've had two plans. We've had no successful  
21 implementation. None of the benchmarks that they proposed  
22 have been met, and the graduation rates are clearly below  
23 60 percent. So our position is that the motion should be  
24 denied.

1           ACTING CHAIR GUINASSO: Thank you, Mr. Ott.

2           MS. GRANIER: May I have a bit of rebuttal since  
3 I made the motion?

4           ACTING CHAIR GUINASSO: Sure. A reply.

5           MS. GRANIER: The graduation rate is not defined  
6 in NRS 388, but is at issue here today. As you heard,  
7 Director Gavin was very involved in the decision to enact  
8 that provision.

9           And he could have offered that the statutes say  
10 the graduation rate shall be the federal four-year cohort  
11 graduation rate. He didn't. The Legislature didn't say  
12 that either.

13           So you should not just assume, as Mr. Ott is  
14 asking we all do, that that was the single graduation rate  
15 at issue there.

16           The fact that he says there was no board meeting,  
17 there was no board meeting scheduled for NCA, there's no  
18 requirement that a proposed cure be already approved by  
19 the NCA board.

20           And as we have demonstrated -- in fact, the  
21 board, NCA board, ended up approving precisely what we had  
22 proposed.

23           So that's not an excuse to refuse to meet with  
24 the board. And he brings up that Director Gavin was out

1 of town even though Director Gavin said it didn't matter  
2 that he was out of town; it was solely because we had  
3 litigated.

4 And yes, we did. But we were pursuing our legal  
5 rights and that is our right to do in this country and  
6 under our Constitution.

7 And we shouldn't be punished for that, which is  
8 basically what I'm hearing happened here. He would talk  
9 to us about a proposed cure to punish us because we had  
10 sued.

11 That is not an excuse. It doesn't excuse him  
12 from his statutory obligation under NRS 388 to create an  
13 environment, your obligation under NRS 388, to create an  
14 environment in which charter schools can flourish.

15 Ask yourselves: Is that the environment where  
16 you have a director who is refusing to explain what is an  
17 acceptable cure or give guidance until this hearing as to  
18 what is an acceptable cure, who, for the first time in  
19 this hearing, claims that the state performance, that the  
20 Charter School Performance Framework that you adopted  
21 doesn't apply to this school even though that document  
22 clearly says that it does.

23 He has -- the Authority has statutory obligations  
24 to provide schools information, to provide them reasonable

1 guidance with oversight. There's an obligation to even  
2 give feedback to an applicant about how to cure their  
3 deficiencies so somebody who doesn't even have a charter  
4 gets feedback on how to cure their deficiencies. But a  
5 school that's been operating for 10 years and successfully  
6 graduating students with a four star middle school is not  
7 entitled to feedback on the cure or to understand what the  
8 elements are of a proposed cure.

9 So I submit to you there is not even so much as a  
10 policy in place as to how a board would be reconstituted.

11 The Authority has not met its burden for you to  
12 move forward.

13 With respect to the benchmarks that Mr. Ott  
14 references that he says the school failed to meet, that is  
15 an inaccurate representation.

16 One of the bones of contention in that contract  
17 and setting those benchmarks was we said we can't tell  
18 you -- we can't pick a number without knowing what our  
19 population will look like next year.

20 And here's a good reason why: Because in 2016,  
21 by October, we had 600 new credit-deficient students.

22 So we said we need to work with you to figure out  
23 how we set this benchmark with the understanding that you  
24 will at least consider the new credit-deficient students

1 we brought in.

2 So did we hit the 45 percent? No. But if you  
3 calculated it based on consideration of those factors  
4 which we identified relative to the benchmark we provided,  
5 we met and exceeded that benchmark; it was 50 percent.

6 As far as the 2013 plan goes, it was a very  
7 different plan. It was not the 2016 graduation rate  
8 improvement plan you can't, as Mr. Ott, suggested judge  
9 the effectiveness of the 2016 plan based on a 2013 School  
10 Improvement Plan.

11 And Director Gavin himself conceded and  
12 affirmatively testified that there was not any reason to  
13 believe that the plan itself and the substance of the plan  
14 itself would not be effective.

15 Thank you.

16 ACTING CHAIR GUINASSO: Thank you, Ms. Granier.

17 Before we take a motion, are there any questions  
18 that any of the members have from the parties regarding  
19 the motion and the opposition to the motion?

20 MEMBER GARDNER: This is Member Gardner. I have  
21 one.

22 ACTING CHAIR GUINASSO: Yes. Please go ahead.

23 MEMBER GARDNER: From the argument, this sounds  
24 like a motion to decide the entire case, not to decide

1 just the first standing, whether the 60 percent was hit or  
2 not.

3 Which one are we doing? Are we doing this motion  
4 for the entire case or just the first 60 percent?

5 ACTING CHAIR GUINASSO: You know, that thought  
6 had crossed my mind, but as I understand the motion,  
7 Ms. Granier is saying that because there's no specific  
8 definition of graduation rate in the statute, that the  
9 evidence that's been put forth by the Authority that the  
10 graduation rate is less than 60 percent is not valid.

11 And even if it were valid, that there were  
12 several proposed cures offered that they believe are  
13 sufficient that should have been fully considered and  
14 recommended to this board for approval.

15 Is that an accurate summary of your motion?

16 MS. GRANIER: Yes.

17 ACTING CHAIR GUINASSO: So I don't think it's a  
18 motion to decide the whole case, per se; but based on the  
19 evidence we've heard right now to make a ruling.

20 And so my inclination would be to take this in  
21 pieces and based upon the evidence that's been presented  
22 to this point to determine as a matter of law whether or  
23 not the Connections Academy is deficient and not met the  
24 60 percent graduation rate requirement that is in statute.

1           But I would concede there's no definition of  
2 graduation rate, which really leads -- Member Gardner, if  
3 you don't have any question, I do have a question myself  
4 about this graduation rate, lack of a definition, but I  
5 want to defer to you before I proceed to any more  
6 questions.

7           MEMBER GARDNER: That's fine. I appreciate you  
8 explaining the motion. That's all I wanted. I was  
9 confused at the scope of the motion.

10          ACTING CHAIR GUINASSO: Thank you.

11          I think the question I have is: If we accept  
12 your argument, Ms. Granier, that there is no definition of  
13 graduation rate, then this statute that we have has no  
14 meaning because we would never be able to consider -- we'd  
15 never be able to issue an intent to close or reconstitute,  
16 because we would never know whether a school was truly  
17 below 60 percent or not.

18          So absent some definition in statute, I imagine  
19 we would have to defer to what the Nevada Department of  
20 Education has determined is the graduation rate absent  
21 some compelling reason not to use their definition of  
22 graduation rate or their application of what a graduation  
23 rate is.

24          Can you help me with that?

1 MS. GRANIER: Yes. Thank you for the question.  
2 There is the commonly known graduation rate calculated for  
3 federal purposes.

4 But as we have not discussed much here today but  
5 we have pointed out in briefing beforehand, we're talking  
6 about Nevada law.

7 And Nevada law also, in other provisions, says  
8 that you shall not for accountability reporting count  
9 students who receive a GED or go on to adult ed as  
10 dropouts.

11 And this is related to calculating the graduation  
12 rate. So I think step one is you, at a minimum, for  
13 purposes of closure, need to consider under Nevada law  
14 that you don't count those students in that graduation  
15 rate.

16 ACTING CHAIR GUINASSO: Okay. Mr. Ott, any  
17 comment on that question I presented to Ms. Granier  
18 regarding what the appropriate definition of graduation  
19 rate is?

20 MR. OTT: I think that you heard Director Gavin  
21 testify what the Authority uses as graduation rate and  
22 what Mr. Keglovits testified, that that's the only  
23 graduation rate calculated.

24 I agree that the Legislature must have intended

1 that a graduation rate be used when they passed this  
2 statute.

3 And in the absence of any other graduation rate  
4 calculated by the Department of Education, I think that's  
5 the only one that can be reasonably used.

6 You also heard that is the one that is used for  
7 the Achievement School District, which is 388B, which is  
8 another statute, also using the term "graduation rate."

9 ACTING CHAIR GUINASSO: With regard to graduation  
10 rate, of course I could Google it. I just Googled what is  
11 the definition of high school graduation rate.

12 And I think that when you're construing a statute  
13 and trying to understand the meaning, you have to take the  
14 plain ordinary meaning.

15 And if it's ambiguous, then I guess you go to  
16 legislative intent, and I don't have the legislative  
17 history in front of me with regard to the intent of what  
18 the Legislature wanted when it said use a graduation rate.

19 But before I even get to the ambiguity, I don't  
20 know that there's ambiguity in that term "graduation  
21 rate." It would appear to me that "graduation rate" would  
22 mean what the Nevada Department of Education says it means  
23 and how it calculates that graduation rate.

24 And so I would like to make a motion before we

1 decide your entire motion, that this board will adopt the  
2 graduation rate -- or for purposes of understanding what  
3 "graduation rate" is, that this board will use the  
4 information provided by the Nevada Department of Education  
5 in making that determination for purposes of this case.

6 Could I get a second for that motion?

7 VICE CHAIR MACKEDON: Melissa Mackedon, second.

8 ACTING CHAIR GUINASSO: Any discussion on whether  
9 we should use the Nevada Department of Education's  
10 calculation of graduation rate?

11 All those in favor?

12 ALL: Aye.

13 ACTING CHAIR GUINASSO: Any opposed?

14 (No audible response.)

15 (Motion made, seconded, and unanimously  
16 carried.)

17 ACTING CHAIR GUINASSO: So we've made a clear  
18 record as to what we're using in terms of calculation of  
19 graduation rate.

20 So then the next motion I'd like to make is that  
21 based on the evidence that's been presented by the  
22 Authority, that it appears as a matter of law that the  
23 Nevada Connections Academy for cohort year 2015 and cohort  
24 year 2016 has not achieved a 60 percent or higher

1 graduation rate.

2 Can I get a second for that before there's  
3 discussion?

4 MEMBER CORBETT: Member Corbett, second.

5 ACTING CHAIR GUINASSO: Member Corbett seconded  
6 the motion.

7 Is there any discussion on the motion?

8 (No audible response.)

9 ACTING CHAIR GUINASSO: All right. Hearing no  
10 discussion, all those in favor of that motion, please  
11 signify by saying aye.

12 ALL: Aye.

13 ACTING CHAIR GUINASSO: Anybody opposed?

14 (No audible response.)

15 ACTING CHAIR GUINASSO: All right. So the motion  
16 carries.

17 (Motion that, as a matter of law, the Nevada  
18 Connections Academy for cohort year 2015 and  
19 cohort year 2016 has not achieved a  
60 percent or higher graduation rate made,  
seconded, and unanimously carried.)

20 ACTING CHAIR GUINASSO: Now, with regard to the  
21 issue of cure, I'd like to hear Connection Academy's  
22 arguments regarding cure.

23 And now the issue of -- some of the issues that  
24 were talked about with regard to the letter that you've

1 presented both in December and in March, I think -- I  
2 don't think I'm prepared to entertain a motion or give a  
3 motion that would decide the issue of whether cure is  
4 adequate, because, really, as a board this is the first  
5 time we've had an opportunity to consider the entirety of  
6 the proposed cure.

7 I would say, though, that one of the elements of  
8 cure that we've already decided and that Connections  
9 Academy has been well aware of, is that whatever contract  
10 was entered into would have some limited judicial review  
11 as exchange for the consideration that we would not  
12 initiate closure or reconstitution proceedings.

13 So, as we proceed forward with the hearing to  
14 deal with the issue of whether the cures that you have  
15 proposed are adequate, I just want you to keep in mind  
16 that that was something that the board has already decided  
17 previously.

18 And we'll entertain argument as to why you think  
19 that that is inappropriate so that we can reconsider that  
20 past action.

21 So it's not like we're bound by that past action,  
22 but as you can imagine, if we've already decided that as a  
23 board, your burden is going to be particularly high with  
24 regard to that particular issue as to explaining why

1 that's inappropriate.

2 So what I'd like, Mr. Ott, since we've already,  
3 since we've decided one of the substantive issues, I'd  
4 like you to prepare proposed Findings of Fact and  
5 Conclusions denying Ms. Granier's motion and finding that  
6 as a matter of law that we are relying on the graduation  
7 rate that's provided by the Nevada Department of  
8 Education; and that we find as a matter of law that the  
9 graduation rate for the 2015 and 2016 cohort years was  
10 below the 60 percent.

11 Yes, Ms. Granier.

12 MS. GRANIER: So my understanding is I made a  
13 motion to dismiss and you could grant or deny that.

14 I was in no way waiving my right to put on our  
15 case in chief on those issues. So I would ask you to  
16 reconsider, rather than ruling completely on the merits,  
17 because we have witnesses, Matt Wicks is one, Dr. Vineyard  
18 is another, that will testify about the graduation rate.

19 And it's relevant to the issue you're saying you  
20 just decided.

21 So my experience has always been, if a motion to  
22 dismiss is denied, then you go forward with the case on  
23 the merits, not that we would have judgment against us  
24 without putting our case on.

1           ACTING CHAIR GUINASSO: Well, the way that I  
2 received Mr. Ott's rebuttal to your motion was that he was  
3 arguing that the evidence that as was presented by the  
4 Authority satisfies the threshold issues; that is, whether  
5 the graduation rate from Connections was less than  
6 60 percent.

7           And I included the issue of graduation rate only  
8 because you have brought that up as an issue of ambiguity  
9 in the statute.

10           But I think you are right. You would otherwise  
11 have a right to rebut the evidence. Then that would be an  
12 opportunity -- I don't know, Mr. Ott, what's your position  
13 on this?

14           MR. OTT: I think she's right.

15           ACTING CHAIR GUINASSO: Yeah, I think she's  
16 right, too. However, so what I'll do -- I think with  
17 regard to the graduation rate definition, I think we'll  
18 leave that as it is, that the issue of what this board  
19 considers the graduation rate, that will ultimately give  
20 some definition, I think, to you as to what we're working  
21 with.

22           I mean, if the issue is what is graduation rate  
23 that we're considering for purposes of these proceedings,  
24 then the answer should be clear and unambiguous, and that

1 is that we're using the rate provided to us by the Nevada  
2 Department of Education.

3 I'm going to leave that motion intact, but I'm  
4 going to move to strike the latter motion with regard  
5 to -- with regard to whether you've met the 60 percent  
6 threshold, because I think you do have a right to give  
7 some rebuttal testimony.

8 And I was premature to address that issue in a  
9 motion absent your ability to offer evidence and argument  
10 regarding the same.

11 (Motion to strike previous motion.)

12  
13 MS. GRANIER: I appreciate that. And just one  
14 more thing is on even the adoption of what you will  
15 consider for graduation rate, I intended for our witnesses  
16 to provide you material information on whether you do  
17 accept the federal four-year cohort rate as the graduation  
18 rate for purposes of the statute.

19 So I would ask you to give us the opportunity to  
20 do that.

21 I also have some concerns that you adopting what  
22 graduation rate means under that statute the way that was  
23 just offered by motion could possibly be ad hock  
24 rulemaking.

1           ACTING CHAIR GUINASSO:  Yeah, I wouldn't consider  
2 it ad hoc rulemaking.  With regard to this hearing and the  
3 proceedings, the issue you've raised is whether -- is that  
4 you're alleging there's some ambiguity in the term  
5 "graduation rate" per the statute.

6           The Authority has said that there's no ambiguity;  
7 that if I'm correct here, you've said that we use the  
8 graduation rate prescribed by the Nevada Department of  
9 Education.

10          So they're the authority on this, ultimately.  
11 What I will say is that if you want to continue to make  
12 arguments about whether NDE -- whether the standard that  
13 we're using is appropriate, you can still make those  
14 arguments.

15          But I wanted to be clear in denying your motion  
16 what this board's disposition.  So if you were to make  
17 that motion in writing and they were to make an opposition  
18 motion, I would imagine I would have to write an order  
19 that said we believe graduation rate means X, Y and Z.

20          So the purpose of my motion was to ultimately  
21 respond to what you were arguing and give you a clear  
22 understanding of why we reached the conclusion to deny  
23 your motion.

24          But that being said, let me move to strike the

1 finding -- or the motion of the board finding that Nevada  
2 Connections Academy has not satisfied the 60 percent  
3 graduation rate pending Connections Academy's ability to  
4 provide evidence and argument regarding the same.

5 Can I get a second?

6 MEMBER SNOW: This is Member Snow. I second it.

7 ACTING CHAIR GUINASSO: Member Snow seconded it.

8 All those in favor, signify by saying aye. All those  
9 opposed?

10 (No audible response.)

11 ACTING CHAIR GUINASSO: Okay. So nobody's  
12 opposed. All right.

13 So that leaves us with: I'd like to make a  
14 motion just formally denying the motion that was presented  
15 asking for judgment as a matter of law.

16 Can I get a second for that?

17 MEMBER CORBETT: Member Corbett, second.

18 ACTING CHAIR GUINASSO: Okay. Any discussion?

19 MEMBER LUNA: Can you explain that?

20 ACTING CHAIR GUINASSO: I tried to take the  
21 motion in pieces. Now I'm basically just tying this up --  
22 I tried to take -- let me back up.

23 I tried to take Ms. Granier's motion in pieces,  
24 to address different pieces of it before I denied the

1 motion, before I made a motion to deny her motion in  
2 total.

3 And so now that I've dealt with one of the pieces  
4 of -- one of the essential pieces of her motion, I'd like  
5 to move to deny her motion in total, which would in effect  
6 not allow her to have judgment as a matter of law relative  
7 to the issues we're considering right now.

8 Does that make sense? All right. Let me try  
9 again. The motion that's before the board is whether  
10 there should be judgment as a matter of law.

11 MEMBER LUNA: What does judgment as a matter of  
12 law mean?

13 ACTING CHAIR GUINASSO: Basically assuming all  
14 the evidence that's been presented by the Authority,  
15 assuming all the evidence presented by the Authority, that  
16 the Authority hasn't met its burden to prove that, one,  
17 Nevada Connections Academy has not satisfied the  
18 60 percent graduation rate requirement for cohort years  
19 2015-2016.

20 And two, that the proposed cures were not  
21 sufficient to cure that deficiency.

22 So what I'm proposing is that for the time being  
23 we deny that motion. I don't think that the law would  
24 require at this point that we render a judgment in that

1 regard.

2 Mainly because our definition of graduation rate  
3 really flows from what NDE has said the graduation rate  
4 is.

5 I'd be interested to hear what Nevada Connection'  
6 arguments are in their case in chief with regard to why we  
7 shouldn't follow NDE's graduation rate, and why they think  
8 that, if we discarded NDE's graduation rate, why -- what  
9 the graduation rate would otherwise be, and why we should  
10 adopt that as our view in this situation.

11 And I think that would be a good place for us to  
12 focus on. And then we can deal with also the proposed  
13 cures, again keeping in mind that some of the ideas, even  
14 though you've put them in writing, haven't really been  
15 fully considered and discussed by the board with Nevada  
16 Connections.

17 So with that, is there any further questions on  
18 the motion? Can I get a second for the motion to deny  
19 Ms. Granier's motion to dismiss?

20 Thank you, Stavan seconded the original motion.  
21 Is there any discussion? All those in favor of denying  
22 the motion, signify by saying aye.

23 Any opposed?

24 (No audible response.)

1           ACTING CHAIR GUINASSO:  Okay.  So the motion  
2 carries unanimously.

3                         (Motion made, seconded, and unanimously  
4                         carried.)

5           ACTING CHAIR GUINASSO:  All right, Ms. Granier,  
6 just because your motion was denied doesn't mean that  
7 we're not going to listen intently to your case in chief.  
8 I think there's some arguments you'd like to make.

9           And one of the things, I think given we only have  
10 a few minutes, I don't think we'll be able to get your  
11 witness on, right?

12           MS. GRANIER:  I was going to ask if there's  
13 any -- I will lose her if I don't get her on today.  Is  
14 there any chance we can go til 5:30?

15           MR. PELTIER:  Member Guinasso, we'd like to have  
16 some discussion that we'd like to bring to the board from  
17 up in the north.

18           It was brought to my attention that Ms. Sanchez  
19 will be unable to testify beyond 5:00 p.m. this afternoon.

20           If it is okay with the Chair, she said she's  
21 available tomorrow between 1:00 and 3:00 p.m. to call in  
22 or video conference in.  We have that capability with  
23 staff.

24           She would be put on the screen either via video

1 or phone. I just wanted to let you know that's where  
2 we're at with that and let you guys determine that with  
3 Ms. Granier.

4 ACTING CHAIR GUINASSO: Yes. Thank you, Danny.  
5 Is that acceptable, to you, Ms. Granier?

6 MS. GRANIER: Yes. I would just ask if for any  
7 reason that does not work and we can't get Ms. Sanchez,  
8 would we be allowed to substitute a local board member who  
9 could appear in Las Vegas?

10 ACTING CHAIR GUINASSO: I think I would be  
11 inclined to consider that for sure. And so we'll plan on  
12 contacting Ms. Sanchez tomorrow at 1:00, and we'll just  
13 make that a hard and fast time when we talk to her.

14 So let Ms. Sanchez know that and make all the  
15 arrangements so that we can video feed her in.

16 The one thing I want to tie up before we leave is  
17 two things: Danny, how long do we have after five, can we  
18 go until 5:15?

19 Mr. PELTIER: I'm getting a no by the court  
20 reporter; she is not able to go past 5:00 p.m.

21 ACTING CHAIR GUINASSO: All right. Let me think  
22 about this. I think there's an exhibit, and it's Exhibit  
23 W, if I recall correctly.

24 And If I'm correct about the exhibit with the

1 exhibit, it would have information --

2 MR. PELTIER: Mr. Guinasso.

3 ACTING CHAIR GUINASSO: Yes.

4 MR. PELTIER: The court reporter is -- can't go  
5 on.

6 THE COURT REPORTER: We can't write longer than  
7 an hour and a half without a break. We've gone two hours.  
8 And we'll be disabled if you keep doing this to us. I  
9 have to take a break.

10 ACTING CHAIR GUINASSO: We've got four minutes  
11 until 5:00.

12 THE COURT REPORTER: I'm packing up.

13 ACTING CHAIR GUINASSO: Which company is this  
14 court reporter from?

15 THE COURT REPORTER: This is my company.

16 ACTING CHAIR GUINASSO: Okay. All right. All  
17 right. I appreciate your time.

18 THE COURT REPORTER: You can record it and we'll  
19 transcribe it later.

20 ACTING CHAIR GUINASSO: We'll just stay on  
21 record.

22 THE COURT REPORTER: I will not be disabled, and  
23 neither will the court reporters who work for me.

24 ACTING CHAIR GUINASSO: I understand. Thank you.

1 We'll rely upon the recording of this next 15 minutes, if  
2 that's okay with the parties. We'll get those  
3 transcribed. It's not going to be for too long.

4 MS. GRANIER: We're just talking about exhibits,  
5 I take it, procedural stuff?

6 ACTING CHAIR GUINASSO: Yeah, exactly.

7 MS. GRANIER: That's fine.

8 ACTING CHAIR GUINASSO: And really, because I  
9 think this is important to this next piece, to your case  
10 in chief, is that this Exhibit W was evaluation report of  
11 a 2015 graduation analysis.

12 For tomorrow morning, when we first come, if you  
13 could just be prepared to argue why we should. I think it  
14 goes to your arguments regarding whether the graduation  
15 rate that we've applied in this case is correct; and even  
16 if it is correct, if you take into account  
17 credit-deficient students, which I think that record has  
18 some discussion about, based on what you've said, that it  
19 could alter what the graduation rate would ultimately be.  
20 So if you could consider arguments for that tomorrow  
21 morning.

22 And Mr. Ott, if you can consider arguments as to  
23 why we shouldn't be considering that, I think the board  
24 should hear that first because, if I understand your case

1 correctly, that would be a document that would be referred  
2 to at different points during tomorrow's hearing; is that  
3 right?

4 MS. GRANIER: Yes, that's right.

5 ACTING CHAIR GUINASSO: Okay. All right. Any  
6 other preliminary evidence or issues or anything else  
7 before we close?

8 MR. OTT: Just so I'm clear what we're arguing  
9 about, because we had -- at least my records reflect tab  
10 37 is marked as W. And then also, today, opposing counsel  
11 presented this document, which I wrote W on as well.

12 ACTING CHAIR GUINASSO: Yes.

13 MR. OTT: And that may be my fault, so I  
14 apologize.

15 ACTING CHAIR GUINASSO: We've included that with  
16 Exhibit W.

17 MR. OTT: It's 37 plus this.

18 ACTING CHAIR GUINASSO: Yes. Bates number is  
19 1153, and it ends in 164.

20 Are there any other preliminary issues?

21 MS. GRANIER: I'm sorry. When you say "be ready  
22 to argue about the admissibility of that exhibit," are you  
23 referring to the fact that, just offering that it was up  
24 loaded to Epicenter on the March 30th hearing?

1           ACTING CHAIR GUINASSO:  If you could get it to us  
2 tomorrow.

3           MS. GRANIER:  I have it right now but I can wait  
4 until tomorrow.

5           ACTING CHAIR GUINASSO:  Why don't you present it  
6 tomorrow, because I want to be respectful of people's  
7 boundaries that they've set for us with regard to the  
8 meeting space.  I don't have anything else, but what we'll  
9 do is we'll reconvene, we'll take a recess, reconvene at  
10 8.00 a.m.

11           We're scheduled here until 5:00.  Again, my  
12 intent would be to see if we could get through your case  
13 in chief and maybe get to closing arguments around three  
14 or four so we could decide this first set of issues, and  
15 that will set the table for any future hearings, if we  
16 need any future hearings.

17           All right.  Thank you very much.

18           MEMBER LUNA:  Member Guinasso, I want to remind  
19 you I'll be up north tomorrow.  So if there's any  
20 documents like that, if you can make sure that Danny has  
21 access to them too so I can get a copy of them.

22           ACTING CHAIR GUINASSO:  For sure.  Thank you for  
23 that.  And please tell the court reporter that we don't  
24 want her to be disabled either.  So all right.  Give her

1 our affection.

2 MS. GRANIER: I think you should already have the  
3 actual -- I left a copy of the actual -- so what I'll have  
4 is the Epicenter screen shot.

5 MEMBER JOHNSON: For those by telephone tomorrow,  
6 what's the way we can get -- are there any additional  
7 supplemental documents?

8 ACTING CHAIR GUINASSO: Besides than what's in  
9 the binder?

10 MS. GRANIER: The screen shot and -- I don't  
11 think so, other than I do have -- I was wanting to use  
12 demonstrative evidence and there will be posters. I could  
13 try to get you an e-mail, like a --

14 MEMBER JOHNSON: If you could, please.

15 MS. GRANIER: -- the slide, the PowerPoint.

16 ACTING CHAIR GUINASSO: Thank you. All right.  
17 Thank you very much. Have a good evening.

18 MS. GRANIER: Thank you.

19 (Proceedings adjourned at 5:02 p.m.)

20 -o0o-

1 STATE OF NEVADA )  
2 ) ss.  
3 COUNTY OF WASHOE )

4 We, DENISE HINXMAN and STEPHANI L. LODER,  
5 Certified Court Reporters in and for the County of Washoe,  
6 State of Nevada, do hereby certify that on Friday,  
7 May 26, 2017, at the Grand Sierra Hotel, in the Nevada  
8 Room, located at 2500 East Second Street, Reno, Nevada, we  
9 reported the videoconferenced public hearing in the matter  
10 entitled herein;

11 That the foregoing transcript, consisting of  
12 pages 1 through 363, inclusive, is a true and correct  
13 transcript of the stenographic notes taken by us in the  
14 above-captioned matter to the best of our knowledge,  
15 skill, and ability.

16 As we were not present in the room with all of  
17 the participants, the appearances on the cover page are  
18 from our understanding of who was present via  
19 videoconference and telephone during the proceeding, and  
20 that speaker identification was made to the best of our  
21 ability through voice recognition;

22 We further certify that we are not attorneys or  
23 counsel for any of the parties, nor relatives or employees  
24 of any attorney or counsel connected with the action, nor

1 financially interested in the action.

2 Dated at Reno, Nevada this 19th day of June,  
3 2017.

4  
5 /s/ Denise Hinxman  
6 Denise Hinxman, CCR #234

7 /s/ Stephani L. Loder  
8 Stephani L. Loder, CCR #862

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1                   **BEFORE THE STATE PUBLIC CHARTER SCHOOL AUTHORITY**

2                                   **STATE OF NEVADA**

3  
4                                   **VIDEOCONFERENCED PUBLIC HEARING**

5   **VOLUME IV**

6   **SATURDAY, MAY 27, 2017**

7                                   **(CONTINUATION OF AGENDA ITEM NO. 3,**  
8   **AND AGENDA ITEMS NO. 4 AND NO. 5)**

9   **RENO AND LAS VEGAS, NEVADA**

10  
11   **THE BOARD:**

12   **JASON GUINASSO, Acting Chair (In Las Vegas)**  
13   **ADAM JOHNSON, Chair/Member (Via telephone)**  
14   **MELISSA MACKEDON, Vice Chair (In Las Vegas)**  
15   **PATRICK GAVIN, Executive Director (In Las Vegas)**  
16   **STAVAN CORBETT, Member (In Las Vegas)**  
17   **NORA LUNA, Member (In Reno)**  
18   **JACOB SNOW, Member (In Las Vegas)**  
19   **DAVID GARDNER, Member (In Las Vegas)**

20  
21   **FOR THE BOARD:**

22   **GREG OTT, Deputy Attorney General (In Las Vegas)**  
23   **ROBERT WHITNEY, Deputy Attorney General (In Las Vegas)**  
24   **DANNY PELTIER, Management Analyst I (In Reno)**  
   **TANYA OSBORNE, Administrative Assistant III (In Reno)**

**FOR NEVADA CONNECTIONS ACADEMY:**

**LAURA GRANIER, ESQ. (In Las Vegas)**  
   **ERICA NANNINI, ESQ. (In Reno)**

Reported by:                                   **STEPHANI L. LODER, CCR #862**

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1 RENO/LAS VEGAS, NEVADA; SATURDAY, MAY 27, 2017; 8:01 A.M.

2 -oOo-

3  
4 THE COURT: Call this hearing back in session. I  
5 wanted to welcome everybody. I know it's Memorial Day  
6 weekend, and we've been here two days and really got a lot  
7 of work done.

8 I wanted to thank -- before the day got out of  
9 hand, I wanted to thank the hosts of both the properties  
10 and the technicians for taking care of us and making this  
11 a pleasant experience. I wanted to thank the court  
12 reporters who have worked diligently to keep up with us.

13 I wanted to thank the staffs of both the  
14 Authority and Connections Academy for being here even on a  
15 Saturday. I know this is not everybody's normal workday.  
16 And I wanted to thank the families that have shown up  
17 consistently for the last couple days to observe and be a  
18 part of the process.

19 I think what we're embarking upon is important.  
20 It's important for the school choice movement. It's  
21 important for the autonomy of charter schools and for  
22 accountability, understanding that with autonomy comes  
23 accountability.

24 And I think it's important for fairness and due

1 process. And I hope at the end of this that everybody  
2 will think, regardless of the outcome, that there is, you  
3 know, fairness and due process provided to everyone.

4 So with that being said, just some logistical  
5 things. We will take lunch around noon. That's our  
6 intent. But our lunch period I'd like to limit to  
7 30 minutes given the amount of time that we have today,  
8 because I'd really like to get through the first set of  
9 issues and come to some conclusion on this first set of  
10 issues by the time we conclude today.

11 We will take 15-minute breaks. The first one I'm  
12 intending for us to take will be around 10:00 a.m. The  
13 second one would be around 2:00 p.m. And then a short  
14 break around 4:00, probably before we do -- before we  
15 deliberate or before closing arguments, whatever seems to  
16 be appropriate in the late afternoon.

17 We'll be flexible, but I just wanted to give  
18 everybody an idea of what -- the way I'm conceiving of the  
19 date in terms of breaks.

20 We're going to work really hard. We're going to  
21 get through, hopefully, a number of witnesses and then get  
22 to our closing arguments with regard to the first set of  
23 issues that have been presented.

24 So with that being said, yesterday we left off

1 ready to take the Connections Academy's case in chief.  
2 And I discerned that an important part of their case in  
3 chief was their data validation report that has been  
4 previously excluded.

5 And my concern yesterday is that it may have been  
6 available sooner based on the representations of counsel.  
7 But -- that is that some of this may have been available  
8 as early as, it looks like, December and then a supplement  
9 provided on March 27th.

10 My concern is that we just didn't get this to  
11 review it, and it wasn't a part of our record.

12 Can you explain what happened, Ms. Granier?

13 MS. GRANIER: Sure. So what happened was  
14 actually, in December, we had been under contract with  
15 AdvancEd. We had agreed upon having AdvancEd be a  
16 third-party validator for the data we were going to  
17 present to you, and Dr. -- Director Gavin had agreed with  
18 that as well.

19 In our December 2nd cure letter, that is  
20 reflected. The work for the validation had not yet been  
21 completed.

22 Unexpectedly, AdvancEd terminated the contract,  
23 apparently out of concern they would upset the authorizer  
24 if they did this work for us.

1           So we retained Dr. Garza so that we would have  
2 someone to validate our data. He completed his first  
3 report before the March hearing, and I have distributed to  
4 you a copy of the Epicenter screen shot to demonstrate and  
5 prove that we did, in fact, upload his first report prior  
6 to that March 30th hearing.

7           Following that, we did have him provide updated  
8 validation information for the 2016 year and for the 2015  
9 year cohort that we provided five day -- at least five  
10 days before this hearing, which was in accordance with  
11 your order. The order of the Authority said, to use  
12 exhibits, we would have to show them to opposing counsel  
13 before we presented them to you.

14           Mr. Ott made reference to something in the notice  
15 letter that actually came from Patrick Gavin that said  
16 something about uploading documents we would use at  
17 hearing to Epicenter by a certain deadline.

18           I am not aware generally that a party to a  
19 contested proceeding gets to set the rules about  
20 disclosure requirements. As you know, there is no policy  
21 this board has adopted. There are no regulations. And  
22 under Nevada law, under 233B, it is clear that, unless  
23 prejudice can be shown, this information should come in.

24           There is no prejudice here. It was provided with

1 plenty of time for opposing counsel to review it. We do  
2 apologize. We understand you're a volunteer board. We  
3 certainly weren't trying to overload you with more  
4 information. And we intend to, through the witness, walk  
5 you through all of that information so that you have  
6 plenty of time to review it and ask any questions you  
7 have.

8 But it is absolutely material to the issues here  
9 today and our ability to fully present our case.

10 ACTING CHAIR GUINASSO: Thank you.

11 Mr. Ott?

12 MR. OTT: Sure. So I'd like to discuss the  
13 documents separately, if I could, because the objections  
14 changed slightly from my perspective.

15 First, I think that the testimony yesterday was  
16 that Director Gavin said he didn't recall discussing it,  
17 and hence not that he approved of them. There hasn't been  
18 any testimony about why they may have terminated their  
19 contract. So counsel's representation is just counsel's  
20 representation. It's not based on any evidence that's in.

21 Discuss the supplemental doc first because that  
22 was what was first in time. That was the document that  
23 was provided yesterday. It says that it was sent to  
24 Patrick Gavin and to members of the State Public Charter

1 School Authority. That's what the letter on the front  
2 says.

3 I don't know if it was. I don't believe I ever  
4 received it until it was provided to me yesterday. The  
5 board would know better than I if it was sent to them or  
6 Mr. Whitney.

7 Actually, Patrick, do you know if you received  
8 this in, March, or do you recall?

9 EXECUTIVE DIRECTOR GAVIN: I've never seen the  
10 document.

11 MR. OTT: Okay.

12 ACTING CHAIR GUINASSO: Let me ask you this,  
13 Mr. Ott. Did you have time to review this document last  
14 night when I brought it to your attention?

15 MR. OTT: I did.

16 ACTING CHAIR GUINASSO: Okay. And so if it were  
17 admitted, would you be hindered in any way from  
18 cross-examining the witness who would ostensibly  
19 authenticate the data that's contained therein?

20 MR. OTT: Not with regard to this document.

21 ACTING CHAIR GUINASSO: Okay.

22 MR. OTT: With regard to the second document,  
23 yes, but I'll get to that subsequently.

24 ACTING CHAIR GUINASSO: Okay. Thank you.

1 MR. OTT: So in addition to not ever having been  
2 sent to me, this says it was uploaded to Epicenter. All  
3 the other documents -- and apparently, according to this  
4 Epicenter printout that was provided by counsel, nothing  
5 else from the March hearing was uploaded to Epicenter.  
6 Everything else, to my knowledge, was sent to me with a  
7 carbon copy to Mr. Whitney. That was the way documents  
8 they were presenting in March were disclosed.

9 I am unaware of any representations to anyone  
10 that this was a supplement or that there was a request to  
11 provide a supplement. As counsel mentioned, there is the  
12 notice letter setting forth a March 24th deadline. So  
13 this would come in after that deadline.

14 It was submitted differently from every other  
15 document that they submitted in advance of that March  
16 hearing, and I don't know that there was any way for us to  
17 know that it was coming in advance of that.

18 So with regard to things that were submitted  
19 before, I think it's, in character, different from the  
20 other evidence that was submitted. And I don't think it  
21 was available, so to speak.

22 Additionally, having looked at the document last  
23 night, I do have objections based on the content of the  
24 document. It contains improper legal conclusions such as,

1 according to Nevada state law, which I think is an  
2 improper legal conclusion to be included in this sort of a  
3 data validation document.

4 So now I would like to move to the supplemental  
5 or the tab 37, which I think is the -- what counsel  
6 characterized as a supplemental report from Dr. Garza.

7 So the supplemental document, in addition to  
8 adding great detail to the 2016 analysis, seeks to conduct  
9 entirely new analysis on the 2015 data. So the document  
10 from March analyzed the 2015 cohort.

11 Then they go back in May and get the data from a  
12 year earlier which was clearly available to them at the  
13 time in 2016. Or at the time in March when they would  
14 have had the expert conduct the additional report.

15 So the only reason that that 2015 data wouldn't  
16 have been available in March would have been failure of  
17 diligence of the party. And that's not a reason to allow  
18 any of the 2015 data to come in when it's later disclosed  
19 in March.

20 Additionally, the prejudice with regard to the  
21 supplemental document, yes, it was disclosed the five days  
22 before. We've already gone through that was not  
23 anticipated by the amended hearing. It was anticipated  
24 that all the documents would have been disclosed prior to

1 March.

2 These documents were included in a document  
3 submission of about 2200 pages of documents five days  
4 before hearing, which is extremely onerous for the board  
5 and for us to review.

6 This document also contains the same improper  
7 legal conclusions talking about when Nevada law is  
8 applied. So it's improper for that reason. Additionally,  
9 when you look at tab 37, it's composed of a number of  
10 different documents. One of the documents, the initial  
11 document, appears to be validation from Dr. Garza. And I  
12 say that because it says that he conducted the validation.

13 There's other documents behind it starting at  
14 R0756, R0760, R0761, and R0763; that have no discernible  
15 source or created. And despite the Authority or the NCA's  
16 contention that this is an updated version, there's no  
17 discernible document in March that ties to those  
18 supporting May documents.

19 There's also a CD with -- apparently containing  
20 personally identifiable information of students. It's  
21 been marked as confidential. But even in its  
22 confidential -- with it being marked as confidential, I am  
23 unaware of any parental consent allowing that in  
24 information to be disclosed even to the board or to the

1 Authority.

2 I didn't have the time to do a FERPA analysis to  
3 see if there's an exception that it fits into. Assuming  
4 that counsel has already done that and there is no FERPA  
5 issue, but I don't know. I just wanted to flag that issue  
6 for counsel and for the board because --

7 ACTING CHAIR GUINASSO: Is the CD a part of this  
8 production? I didn't see that. I mean, is it a part of  
9 the -- what you're --

10 MR. OTT: It's in tab 37.

11 ACTING CHAIR GUINASSO: Is it? Okay. All right.  
12 Go ahead. Sorry.

13 MR. OTT: So that was the last of my objections.  
14 So I wanted to flag that issue. And I don't know if  
15 there's a statute excepting it.

16 Generally FERPA doesn't allow for the disclosure  
17 of student information without parental consent. There  
18 are statutory exemptions. I'm not sure if it fits into  
19 one or not. But counsel may have --

20 ACTING CHAIR GUINASSO: I'm assuming that the  
21 data that's contained in that confidential file is the  
22 data that your expert relied upon to reach his --

23 MS. GRANIER: That's exactly right. Thank you.  
24 And absolutely, in an abundance of caution, if there's any

1 concern, we would withdraw it and request permission to  
2 research that.

3 We were trying to provide you total transparency  
4 and all the information the expert relied upon. That is  
5 all.

6 ACTING CHAIR GUINASSO: Mm-hmm. All right.

7 MS. GRANIER: Could I respond to the other --

8 ACTING CHAIR GUINASSO: Please, Ms. Granier.

9 MS. GRANIER: With respect to -- first of all,  
10 with respect to the Epicenter issue, all I provided you  
11 this morning was the screen shot on the Dr. Garza report  
12 that was provided to prove that that was uploaded to  
13 Epicenter prior to the March 30th hearing.

14 There is another Epicenter document that shows  
15 everything else was uploaded to Epicenter. That's how  
16 everything was provided. So I'm confused by Mr. Ott's  
17 representation because his client's own letter said:  
18 Upload everything to Epicenter. So we did that. Or the  
19 school did that because we don't have access to Epicenter.  
20 So that's why that's the only document on here.

21 Everything else for the March hearing also was  
22 uploaded to Epicenter. That's the first issue.

23 The second issue is, behind tab 37, yes, it is a  
24 report for 2015 and 2016. It was not a lack of diligence

1 on our part. Quite frankly, it was what I believe and --  
2 tortious interference with our contract with AdvancEd by a  
3 third party that led us to have to go find another expert  
4 to conduct this.

5 We may proceed with that separately, but there  
6 was an intervening cause here that resulted in our need to  
7 go spend more money and more time to complete this  
8 analysis.

9 ACTING CHAIR GUINASSO: So you had a hard time  
10 with the party you were contracting with? There was some  
11 difficulty in --

12 MS. GRANIER: Actually, everything was fine with  
13 them.

14 ACTING CHAIR GUINASSO: Okay.

15 MS. GRANIER: And suddenly, it was represented to  
16 me from someone at the -- you know, with the party we  
17 contracted with, AdvancEd, that they suddenly had concerns  
18 that our authorizer -- they do a lot of work with  
19 different state authorizers, and that our authorizer might  
20 have concern with them doing this work.

21 That was the reason for my questions for  
22 Mr. Gavin yesterday. And if needed, I would ask to  
23 supplement the record with evidence of that, that they had  
24 concerns about doing this work as a result of something

1 that was said to them by -- possibly by your staff.

2 So they terminated the contract without any  
3 notice to us very late in the game. And we went and  
4 retained another expert to do this work. So it was  
5 absolutely not a lack of diligence on our part.

6 We have provided you the -- you know, the  
7 additional information that is behind tabs 37 and 38,  
8 frankly, could all just come in through Dr. Garza's  
9 testimony. Again, we wanted to try to be helpful to you,  
10 to give you and create for the record the opportunity to  
11 have a written report.

12 It gave counsel, frankly, more ability to prepare  
13 for cross-examination rather than just hearing it on the  
14 fly verbally. He had the written document to review for  
15 more than five days.

16 With respect to his reference to us producing  
17 2200 pages before the hearing, at least 1100 of those  
18 pages was one exhibit, and it was e-mails from a public  
19 records request relating to Mr. Gavin that goes to his  
20 credibility, frankly, and his impartiality in acting as  
21 staff relative to this proceeding.

22 So you know, the suggestion that counsel couldn't  
23 get through all 2200 pages, if he had bothered to look  
24 exhibit by exhibit, it would not have been any prejudice

1 to him to look at them ahead of time and prepare for the  
2 hearing. Again, I would refer to your order that said  
3 just show them to him in advance of presenting them to  
4 you, which we clearly did.

5 With respect to the documents that he references  
6 behind tab 37 and 38 that he says have no discernible  
7 source, again, this is backup information, data that our  
8 expert relied upon. He can explain the source of the  
9 information when he is on the stand.

10 So if you have concerns with that, authentication  
11 or otherwise, we can address that with the witness.

12 With respect to his objection that there's legal  
13 conclusions in the document, again, I think that can be  
14 addressed by how much weight you, as a board, gives to  
15 him. It can be addressed through cross-examination of  
16 whether he's qualified to give legal conclusions. That is  
17 not a reason to strike the entire document.

18 But if, for some reason, you felt that needed to  
19 come out, then the document could be redacted so that the  
20 board and the evidence doesn't reflect what -- if, in  
21 fact, those are legal conclusions. I haven't had the  
22 chance to look.

23 ACTING CHAIR GUINASSO: Thank you for that.

24 Mr. Ott?

1 MR. OTT: Yes. I think it's important to  
2 understand exactly what was uploaded to Epicenter because  
3 my understanding is that this has December uploads, and  
4 then it has March 27 upload. I don't see anything else  
5 from that March hearing.

6 Is it your representation that there's another  
7 document that shows that everything was uploaded?

8 MS. GRANIER: Yes, it is my representation. That  
9 is my understanding. And I did not bring it because it  
10 was not in dispute prior to just now.

11 All of those exhibits already had been admitted,  
12 but I'm happy to take the time to get that if it's  
13 necessary.

14 MR. OTT: I think it is important because we --  
15 nothing that we can see in Epicenter shows that there was  
16 that upload, and I think that that's important for whether  
17 the board -- well, I think it's important to get that  
18 narrowed down because there's a material dispute as to  
19 what was actually uploaded.

20 And we can pull up Epicenter as well and look at  
21 that, and we don't see any evidence of that.

22 ACTING CHAIR GUINASSO: Would you be able to  
23 supplement the record with that within, like, seven days?

24 MS. GRANIER: I would. And also, Mr. Werlein can

1 testify to what his staff did.

2 ACTING CHAIR GUINASSO: Okay. That would be  
3 fine.

4 Go ahead.

5 MR. OTT: And additionally, with regard to this  
6 tortious interference claim, clearly they were able to get  
7 the 2016 data to Dr. Garza in time for him to permit some  
8 analysis that was contained in the March 27 upload.

9 There's no reason why they couldn't have also sent the  
10 2015 data for him to do the same analysis, to have it be  
11 included in the same preliminary report that was in March.

12 There's nothing from March, from 2015, prior to  
13 May. So whether or not there is, you know, this claim of  
14 AdvancEd, there's nothing saying that the 2015 and '16  
15 data was treated at all differently. So at a very  
16 minimum, the 2015 data should all be excluded.

17 MS. GRANIER: And I would just say, again, there  
18 is no prejudice. And this board, frankly, should have  
19 concerns about why such material information is -- someone  
20 is trying to prevent you from reviewing that information  
21 that is so important to the decision that you are making  
22 when there is no prejudice.

23 ACTING CHAIR GUINASSO: All right. I think we've  
24 heard enough argument on this document.

1 I'm inclined to treat it as an expert report.  
2 And because you have the expert here to testify, I think  
3 that you can go through the process with regard to both of  
4 these documents of authenticating the report and talking  
5 about the report.

6 I agree with you. He's ultimately going to be  
7 testifying about his conclusions so these reports would  
8 actually be helpful to understanding -- better  
9 understanding his testimony.

10 Whether this was uploaded to Epicenter or not  
11 uploaded to Epicenter, I just think the importance of this  
12 expert report to the case that you're putting on really  
13 mitigates the -- what I don't understand about how  
14 Epicenter works and how -- what was uploaded and what  
15 wasn't. And I don't want that confusion or those issues  
16 to prejudice your client.

17 In addition, I would say that with regard to the  
18 legal conclusions that are contained therein, this board  
19 can assign this expert's report its appropriate weight. I  
20 don't think we should be looking to nonlegal authority for  
21 legal opinions. So we will treat those with the  
22 appropriate weight.

23 And with regard to the confidential information,  
24 in my motion here in a second, I'm going to ask that we

1 just keep that excluded because I don't think that that's  
2 necessary, and I don't want to inadvertently subject your  
3 client or our Authority to a complaint that confidential  
4 information was disclosed or discussed in a place where it  
5 shouldn't have been.

6 So with that, what I'm going to do is I'm going  
7 to move to accept what we have previously marked as  
8 Exhibit W, which would include the validation report and  
9 the supplemental report, but exclude the confidential  
10 information that was provided with it.

11 Could I get a second?

12 MEMBER SNOW: This is Member Snow. I'll second  
13 that motion.

14 ACTING CHAIR GUINASSO: Okay. Any discussion  
15 before we...

16 Member Mackedon? No? Okay.

17 VICE CHAIR MACKEDON: (No audible response.)

18 ACTING CHAIR GUINASSO: Member Johnson, any  
19 discussion?

20 MEMBER JOHNSON: None from me.

21 ACTING CHAIR GUINASSO: Okay. All those in  
22 favor?

23 MEMBER JOHNSON: Aye.

24 MEMBER LUNA: Aye.

1 MEMBER GARDNER: Aye.

2 ACTING CHAIR GUINASSO: Aye.

3 Any opposed?

4 (No audible response.)

5 ACTING CHAIR GUINASSO: Okay. The motion  
6 carries. We'll accept a -- I'm sorry.

7 VICE CHAIR MACKEDON: Jason, I'm a nay.

8 ACTING CHAIR GUINASSO: Was that a no, Melissa?

9 VICE CHAIR MACKEDON: Yeah. Sorry. Sorry.

10 ACTING CHAIR GUINASSO: The motion carries with  
11 Member Mackedon voting no.

12 (Motion to admit Exhibit No. W made,  
13 seconded, and carried, with Vice Chair  
Mackedon voting nay.)

14 ACTING CHAIR GUINASSO: I think this document --  
15 again, I just want to note for the record, this document  
16 is important. Last night we made a determination that the  
17 NDE's graduation rate was the graduation rate that we're  
18 applying in this case.

19 And so I think what you have to present could  
20 have some bearing on that ruling, and so I want to give  
21 you a fair opportunity to address what you believe should  
22 be the graduation rate because if we don't have a way to  
23 anchor ourselves to what graduation rate is, then we don't  
24 have an ability to conduct these sorts of accountability

1 actions in any circumstance.

2 And so -- and I think that would be an absurd  
3 result based on what I understand the statute to say and  
4 what I understand its intent. And so just understand that  
5 we're trying to give you as much opportunity to put on  
6 your case as we can.

7 We did exclude a bulk of the documents that you  
8 had provided late. But as with this document, if there  
9 are other essential documents that are central to your  
10 case that you need us to reconsider, I don't want you to  
11 feel like you can't make that motion at some point during  
12 the day.

13 MS. GRANIER: Thank you. And with respect to the  
14 confidential documents, would you give me permission to  
15 collect those CDs just in an abundance of caution so that  
16 there's no claim that anyone had the chance to look at  
17 them? Thank you.

18 And in the north, could we -- if I could ask  
19 Erica, you need to collect them and work with Danny to  
20 make sure that any copy of the binder removes that CD.

21 MR. PELTIER: Yes, we can confirm that.

22 MS. GRANIER: Thank you.

23 ACTING CHAIR GUINASSO: Yeah. They were also --  
24 I should note for the record, they were e-mailed to us.

1 And so I would direct the board members who received that  
2 e-mail to delete it. And if you have made physical copies  
3 by chance -- it's a thousand pages, I think. So if you  
4 have made physical copies by chance, please destroy those  
5 copies.

6 Notably, I didn't address the tortious  
7 interference claim. That's really outside of our  
8 jurisdiction to decide. Just need to note that for the  
9 record. I didn't ignore your argument. I just don't  
10 think we have the jurisdiction to decide that issue or the  
11 competence at this point. So we'll let you raise that  
12 issue in another forum.

13 Just give me a second. I need to get another  
14 notepad.

15 Okay. So I think with that, are there any other  
16 preliminary evidentiary issues or issues before we start  
17 Ms. Granier's case in chief?

18 Okay. Not hearing any, Ms. Granier, you can  
19 proceed with your case.

20 MS. GRANIER: Thank you. I'd like to call  
21 Dr. Richard Vineyard who is up in Reno.

22 MR. PELTIER: One moment. Erica is grabbing him  
23 right now.

24 MS. GRANIER: I hope. I was told he would be.

1 MR. PELTIER: Erica is grabbing him right now.  
2 Just give us one moment.

3 MS. GRANIER: Okay. Thank you.

4 ACTING CHAIR GUINASSO: Okay. Are you ready?

5 THE WITNESS: Yes.

6 ACTING CHAIR GUINASSO: Okay. I forgot the name  
7 of your witness. I apologize.

8 MS. GRANIER: Dr. Richard Vineyard.

9 ACTING CHAIR GUINASSO: Dr. Richard Vineyard,  
10 could you please raise your right hand.

11  
12 **RICHARD VINEYARD, Ph.D.,**

13 having been first duly sworn, was examined  
14 and testified as follows:

15  
16 ACTING CHAIR GUINASSO: All right. Thank you.  
17 You may proceed.

18  
19 **DIRECT EXAMINATION**

20 BY MS. GRANIER:

21 Q Good morning, Dr. Vineyard.

22 A Good morning.

23 Q Would you please spell your last name for the  
24 record.

1 A Last name, Vineyard, V-I-N-E-Y-A-R-D.

2 Q Thank you. Are you currently employed?

3 A Yes, I am.

4 Q Would you tell us about that.

5 A I'm currently employed as an education consultant  
6 for the Public Consulting Group.

7 Q And what is the business of the Public Consulting  
8 Group?

9 A The Public Consulting Group is a national  
10 consulting company. We work with -- the company works  
11 with public agencies, states, school districts, hospitals,  
12 state agencies, to find resources to help them do their  
13 jobs better.

14 Q Thank you. And prior to joining -- strike that.  
15 When did you join PCG?

16 A I started work at Public Consulting Group in  
17 September of 2015.

18 Q Prior to joining PCG, where were you employed,  
19 and what did you do?

20 A Before I was working for the PCG, I worked for  
21 17 years at the Nevada Department of Education. I started  
22 in 1998. From 1998 until 2011, I was the state science  
23 specialist doing curriculum standards and assessment. And  
24 I was assessment director of the Office of Standards,

1 Curriculum, and Assessment.

2 And then in 2011, I became a state assessment  
3 director, and I was the assessment director from 2011  
4 until I retired in 2015.

5 Q Would you give us some information about what you  
6 did as state assessment director?

7 A As the assessment director for Nevada, I was  
8 responsible for overseeing the work of our assessment  
9 office which included managing the assessment contracts  
10 with vendors to do our state criteria and reference tests  
11 for grades three through eight and our high school  
12 proficiency exam for high school students, and then the  
13 transition of those assessments to the Smarter Balanced  
14 Assessment System that we moved to in 2014 and '15, and  
15 then also the alternate assessments for students with  
16 significant disabilities.

17 I worked on the standards in all areas, and  
18 usually the arts, math, science, and also did a little bit  
19 of work with the English language learning assessments,  
20 the WIDA assessments, and then also ran our contract with  
21 ACT when we brought back the ACT as an 11th-grade test for  
22 all students which was required for them to participate  
23 starting in 2015.

24 Q Thank you. So in your many years with the Nevada

1 Department of Education, it sounds like you had a broad  
2 and deep range of experience involving how the State  
3 measures student achievement?

4 MR. OTT: Objection. Improper leading question.

5 ACTING CHAIR GUINASSO: If you can rephrase.

6 MS. GRANIER: Sure. I'll rephrase.

7 BY MS. GRANIER:

8 Q In the number of years that you served for the  
9 Nevada Department of Education, can you describe for us  
10 your experience and involvement in measuring student  
11 achievement.

12 A The student achievement in Nevada was measured --  
13 when I first started, we had a norm reference test that  
14 all students took once in elementary school, once in  
15 middle school, and once in high school.

16 In 2003, after the enactment of the No Child Left  
17 Behind Act, we actually started -- we developed and  
18 started administering tests in English language arts and  
19 mathematics for all students in grades three through  
20 eight. And then we added the science tests in grades five  
21 through eight.

22 From before I started at the Department of  
23 Education until -- I think this is the last year that  
24 they're actually being offered, we had a high school

1 proficiency examination which all students had to pass all  
2 parts of to graduate from high school, which was reading,  
3 math, writing, and science.

4 And so those are the instruments we used to  
5 measure student achievement.

6 Q And in the course of your work at NDE, were you  
7 involved at all in the development of policy with respect  
8 to how the State measures student achievement?

9 A Policy, yes. Policy as being the -- working with  
10 the committees, working with our state school board to  
11 establish the levels of proficiency that students were  
12 required to meet to be classified as proficient or  
13 non-proficient.

14 Those were part of our contract work with our  
15 vendors, and I was in charge of overseeing those  
16 committees and bringing those results to the State Board  
17 of Education.

18 Q Were you involved at all in development of or  
19 amendments to the Nevada Administrative Code governing  
20 education in Nevada?

21 A Based on legislative changes and requirements,  
22 yes. Over the 17 years I was there, I participated in  
23 writing and promoting changes to the Administrative Code  
24 in several areas.

1 Q Are you familiar with the Nevada State  
2 Performance Framework?

3 A Yes, I am.

4 Q Would you explain to us what that is?

5 A The Nevada School Performance Framework is a --  
6 it's the set of rules and requirements that the State uses  
7 to evaluate school performance based on different measures  
8 of student performance, including areas like attendance  
9 and test scores and the rate that they earn credits in  
10 addition to -- and it's actually a second generation of an  
11 earlier School Performance Framework which is based on No  
12 Child Left Behind, meeting or not meeting passing scores  
13 in various categories.

14 Q When -- do you know when the current Nevada  
15 School Performance Framework was adopted?

16 A The -- I don't remember the exact year. I think  
17 it was in 2010 or '11 when we actually started rating  
18 schools based on the School Performance Framework, and  
19 that was based in part because we, at that point, we added  
20 the growth measure, The Nevada Growth Model evaluations to  
21 the student performance on test evaluation to broaden the  
22 scope of data that we used to evaluate schools.

23 Q And do you know why that was done? Why were  
24 additions made?

1           A     And from 2003 when we first started giving the  
2 criteria and reference tests until 2009, schools were  
3 rated entirely based on whether or not students met a pass  
4 or a proficient score on the tests in English language  
5 arts and mathematics.

6           There were overall scores. There were scores for  
7 girls and boys separately. There were scores for five  
8 ethnic categories and three special groups, students with  
9 IEPs, students on free or reduced lunch, and students with  
10 low SES.

11           And the criteria were you had to make the passing  
12 score for every category for every test in order to be  
13 considered proficient. If a school missed the proficient  
14 score in any one of those categories for either ELA or  
15 math tests, they were put in the category of schools in  
16 need of improvements based on the simple single score of  
17 that test given one time a year.

18           In 2009, the State Legislature passed the  
19 Department of Education tasked with working with our state  
20 board to come up with a measure for growth, academic  
21 growth, so we would have a separate and additional measure  
22 of student performance to include in the calculation of  
23 whether or not schools were meeting their needs.

24           The idea being that for some students, if they

1 came in behind on their academics, they could still -- if  
2 a school was performing adequately, it could still give  
3 them a year's worth of growth or more in a school year,  
4 even though they hadn't reached that proficient score in  
5 fourth-grade math if they had been behind in third grade.

6 So that's when we worked for about two years to  
7 define and refine our model, our growth model, which was  
8 then included as a component in the Nevada School  
9 Performance Framework and is actually probably a bigger  
10 addition to the total growth.

11 Growth measures are a larger part of the total  
12 than proficient scores because that was considered to be,  
13 by the State Board of Education, a more important measure  
14 than whether or not they scored a particular rate on a  
15 single test.

16 Q So if I understood you correctly, it was  
17 important to the State Legislature that the students'  
18 growth during the time they were at that particular school  
19 that was being reviewed was important to consider for  
20 school performance?

21 A Yes. That was the primary reason that we were  
22 asked to develop a growth model for Nevada because it was  
23 considered that it was the -- the growth of a student over  
24 a year at that school was more important than whether or

1 not they actually met, you know, made a 63 percent versus  
2 a 62 percent on the test.

3 Q And if you know, was that because how a student  
4 showed up at the school when they got there shouldn't  
5 penalize the school that was taking them when that school  
6 is evaluated with respect to the school's performance with  
7 the student during the time they're at the current school?

8 MR. OTT: Objection. That's a leading question.  
9 You're asking him to testify as to Legislature's intent.

10 MS. GRANIER: And I don't want him to testify to  
11 the Legislature's intent. He worked -- I understand he  
12 worked in this for years and actually helped create the  
13 State Performance Framework. So I just want his  
14 understanding from his expert position.

15 ACTING CHAIR GUINASSO: Okay. Ask him for his  
16 understanding. That would be good.

17 BY MS. GRANIER:

18 Q Dr. Vineyard, based on your extensive work in  
19 this area for so many years on those Nevada State  
20 Performance Framework -- Nevada School Performance  
21 Framework, could you give us your understanding, please.

22 A I don't know if the -- if the discussion was -- I  
23 don't remember a lot of discussion about students'  
24 transferring into a school below grade level and that

1 growth being an important category to offset that  
2 consideration of them coming in behind and having -- and  
3 the school being responsible for bringing them up to grade  
4 level.

5 I do know that it was more probably related to  
6 students' moving in from other states or students' moving  
7 between school districts and not being at the grade level  
8 or where they were for their new school or moving in as --  
9 and learning English as well as learning the content that  
10 they were trying to learn.

11 So it was probably more a consideration for those  
12 factors than moving between -- than moving in below a  
13 grade level.

14 Q And is it your understanding that the goal was to  
15 be sure that the school was being measured based on the  
16 services it provided and how the child grew academically  
17 at the school as opposed to how they arrived?

18 A That's exactly the reason that the growth model  
19 was put in place. It was a tool to measure how well the  
20 teachers and the school programs at that site were doing  
21 relative to educating children at that grade level.

22 Q Are you familiar with the State Public Charter  
23 School Performance Framework?

24 A Yes. I had read through it before, and I

1 reviewed it yesterday.

2 Q Okay. And for your convenience, if you want to  
3 refer to it for any reason, it is marked as Exhibit D for  
4 this hearing, and it's behind tab 12 in the large binder  
5 that is beside you, the large black binder.

6 I'll let you turn to that, and then I'd like to  
7 ask you a few questions.

8 A Okay.

9 Q Just overall, having worked so extensively with  
10 the Nevada School Performance Framework and then having  
11 looked at the Charter School Performance Framework, do the  
12 overall goals and objectives seem consistent to you?

13 A Actually, I think they do. The overall goals,  
14 the -- and certainly the -- as a foundation for the  
15 charter school evaluations, it seems as if they use the  
16 star ratings based on the Nevada School Performance  
17 Framework as a starting point for making the additional  
18 decisions about where a school falls in the range of  
19 ratings that are available.

20 What isn't as clear to me, looking at this School  
21 Performance Framework is they talk about -- the charter  
22 School Performance Framework, is that there are a number  
23 of criteria and that they provide -- and at the beginning  
24 of the Appendix A, they give a breakdown of minimum scores

1 to be in to fall into certain places within the framework,  
2 but then there are no scores attached to any of the values  
3 in their tables that would indicate how they arrive at  
4 those numbers.

5 So it's -- I could guess, but I'm not going to.

6 Q With respect to the -- how the performance  
7 framework is set up, the charter School Performance  
8 Framework, though, in that it looks at a number of metrics  
9 to measure performance and achievement, is that consistent  
10 with the Nevada State -- Nevada School Performance  
11 Framework?

12 A Yes. It does seem to take into account variables  
13 beyond just performance on a single test or a graduation  
14 rate or a score on an ACT test.

15 Q So is it your understanding, over the course of  
16 all of these years, at the direction of the Nevada State  
17 Legislature, the Nevada Department of Education has looked  
18 at student achievement at a school and a school's  
19 performance based on a number of metrics and no single  
20 data point?

21 MR. OTT: Objection. Improper leading question.

22 ACTING CHAIR GUINASSO: Could you just rephrase?

23 MS. GRANIER: Sure.

24 ///

1 BY MS. GRANIER:

2 Q I've been asked to rephrase my question,  
3 Dr. Vineyard. So my question to you is: Do you have any  
4 observations relative to the State Legislature's directive  
5 and the Nevada School Performance Framework and how the  
6 NDE considers school achievement relative to looking at  
7 just one data point or trying to look at multiple measures  
8 and metrics?

9 A It was clear from the directions that we were  
10 given in 2009 to look at and create a growth measure for  
11 schools that -- and then subsequently taking that -- those  
12 tools to the State Board of Education for approval and  
13 then -- they're in regulation as well, I believe -- that  
14 the intent is to use multiple data points to measure  
15 school performance rather than a single data point.

16 Q Thank you. And based on your experience,  
17 extensive experience in education and having worked at the  
18 Nevada Department of Education for 17 years, do you have  
19 any opinion as to why it's problematic to rate school  
20 achievement based on a single data point?

21 A Well, I mean, any single data point isn't going  
22 to give you a full picture of performance of a school.  
23 And certainly, test score performance was never going to  
24 be a tool that could be used in the long run. It could --

1 we started off, and it seemed to be okay; but under No  
2 Child Left Behind, by 2014 -- and again, this is one of  
3 the reasons that we were asked to make the change -- it  
4 would have required that a hundred percent of the  
5 students -- in order to be considered not in need of  
6 improvement, a hundred percent of the students would have  
7 to be proficient at reading and math in a school in every  
8 category, including students with disabilities and  
9 students who are English language learners, for a school  
10 to make the proficient cut score.

11 So it was -- a single measure is just a -- it's  
12 not a broad enough interpretation of the work of the  
13 school.

14 Q Thank you. And specifically with respect to a  
15 high school, you're familiar with the four-year cohort  
16 graduation rate for high schools?

17 A Yes, I am.

18 Q Do you, based on your experience and your work at  
19 the Nevada Department of Education, have any concerns with  
20 the potential closing of a school, K through 12 school,  
21 based solely on the four-year cohort graduation rate for  
22 the high school?

23 A Again, for a K through 12 school to be evaluated  
24 solely on graduation rate for a small part of their

1 population would seem to be problematic.

2 The cohort graduation rate is a measure of  
3 graduation of a specified group of students at a school  
4 site, but you don't join that cohort or become part of  
5 that equation until you enter ninth grade. So anybody  
6 from K through eight would be impacted even though they're  
7 not part of the equation.

8 Q And with respect to the high school, what about  
9 closing a charter high school based solely on that  
10 four-year cohort graduation rate, not taking anything else  
11 into account?

12 A Again, I think that would be -- I don't think I  
13 could justify that -- making that decision based on a  
14 single data point.

15 I mean, certainly, when you look at either the  
16 Charter School Framework, Performance Framework, or the  
17 Nevada School Performance Framework, in the Nevada School  
18 Performance Framework, which I'm much more familiar with,  
19 graduation rate as a metric is only 15 out of a hundred  
20 points towards the total; whereas, participation in  
21 college and career readiness assessments or being on track  
22 to graduate or growth in ELA and math are much more  
23 impactful measures, at least in terms of adding value to  
24 the total.

1           And so it seems like it would be a challenge to  
2 justify that position to close the school based on that  
3 one measure, which is only one-seventh of the total, and  
4 even less of a total as part of the -- if you combined the  
5 NSPF with the Charter School Performance Framework.

6           Q     Can you explain to us if a student -- I'd like  
7 you to help us understand the four-year cohort a little  
8 bit better.

9           Under the four-year cohort graduation rate, if a  
10 student who is supposed to be in the 12th grade were to  
11 enroll at NCA three days before the end of the school  
12 year, would that -- and that student actually had only  
13 accumulated one semester of credits or even four semesters  
14 of credits, and they did not graduate within their  
15 four-year cohort, would they be counted against that high  
16 school's graduation rate that they enrolled in three days  
17 before the end of the school year?

18          A     Based on the formula that is used by the State,  
19 which is the one required by the U.S. Department of  
20 Education for federal reporting, yes, they would.

21           If they're enrolled at the school and if they --  
22 and at graduation in 12th grade, and they're part of --  
23 and they started school four years previously in ninth  
24 grade, then they would be part of that calculation. They

1 would be part of the denominator of that equation, of the  
2 total number of students in the population relative to the  
3 number of graduates.

4 Q And does that four-year cohort graduation rate  
5 take into any consideration that that school that just  
6 took that student had nothing to do with their education  
7 prior to that and had only enrolled them for three days  
8 before they were counted against their graduation rate?

9 A Unfortunately, the way the equation works is it's  
10 based on enrollment, when that cohort started and who's  
11 enrolled at graduation. So it is a simple measure of a  
12 total number of student there who are in that ninth grade  
13 in that cohort year versus the number of graduates. That  
14 doesn't take into account anything about when they  
15 enrolled or how long they've been at the school, as long  
16 as they're -- yeah.

17 If they transfer out, and the school has a record  
18 of where they went, then they can take them out of the  
19 equation. But otherwise, any school that's enrolled --  
20 any student that's enrolled in that school at the end of  
21 grade 12 counts.

22 Q And based on your decades of experience in  
23 education and your 17 years at the Nevada Department of  
24 Education and work on these policy issues, do you believe

1 it is appropriate to judge a school's performance based on  
2 a credit-deficient student that was credit-deficient when  
3 they enrolled in that school?

4 A My personal opinion, I don't think it is. I  
5 think it's a -- there are too -- there's too many  
6 opportunities, then, for schools to -- if they take these  
7 students -- and they're public schools, so if they want to  
8 enroll, they almost -- they have to let them enroll. And  
9 we want them to be in school.

10 But it is a -- to penalize them for taking  
11 students that are not at grade level or not on grade level  
12 in terms of credits, then it seems -- so it just doesn't  
13 seem to be a very sound policy to penalize them for  
14 enrolling students when they're not going to have a chance  
15 to be on track to graduate on time.

16 Q And so would it be an important factor for an  
17 authorizing body such as this, making a high-stakes  
18 decision on closing a school, to consider relative to that  
19 four-year cohort graduation rate how long the students in  
20 the high school that were part of that cohort had been  
21 enrolled at that high school?

22 A I think it would be. And based on my opinion and  
23 my work, I think it would be a challenge for a school like  
24 Nevada Connections Academy to only count those students

1 that were there at the beginning of ninth grade and  
2 actually stayed all four years.

3 I haven't seen the numbers for this year, but I  
4 would anticipate that there's a significant turnover  
5 between ninth, 10th, 11th, and 12th grader. So you might  
6 have the same number of students all four years. Probably  
7 the number of students, the percentage of students that  
8 are the same throughout all four years is probably not  
9 going to be a large number, not like a large comprehensive  
10 high school that would have -- you know, majority of the  
11 same students who started in ninth grade would be there in  
12 12th grade.

13 But there should be some flexibility afforded for  
14 those students that move in partway through high school.  
15 I don't -- and some of those would be, you know, on track  
16 to graduate; others might not.

17 But I think to have only one system that works  
18 really well for a school like Reno High School or Clark  
19 High School in Las Vegas, and then apply that system to  
20 all schools, doesn't represent the kind of flexibility  
21 measurement that should be afforded.

22 Q So if I understand, is what you're saying that  
23 while all schools in the state report a four-year cohort  
24 graduation rate consistent with the federal requirements,

1 the federal reporting requirements, using that single data  
2 point to make a closure decision for a charter statewide  
3 online school might not be appropriate from a policy  
4 standpoint?

5 A Yeah. I think from a policy standpoint, it would  
6 be hard to defend.

7 Q If you could look at the population of students  
8 that were with Nevada Connections Academy from ninth  
9 through 12th grade and measure that graduation rate for  
10 them, do you think that would be a fair measure to reflect  
11 how the high school is performing, or at least one fair  
12 measure?

13 A Again, I think that could be part of the  
14 graduation rate calculation that you'd want to look at to  
15 see how the school was doing with students who had been  
16 there, enrolled for all four years, to see that they're  
17 making adequate progress towards graduation throughout  
18 their tenure at the high school.

19 Again, I don't know what percentage of the  
20 graduating students that would be. But it would -- it  
21 would be an important -- it would be important to know as  
22 one of -- in terms of considering that rate versus the  
23 rate of the overall graduation population for students,  
24 all the students that were there at the end of grade 12.

1           Q     Could you envision a successful, high-performing  
2 high school that did not have at least a 60 percent  
3 four-year cohort graduation rate because it enrolls  
4 continuously a number of credit-deficient students that  
5 are credit-deficient when they enroll?

6           A     I can't imagine that kind of a school. I think  
7 it would be necessary then to understand how, when you say  
8 they're a highly successful school, how we're measuring  
9 that success.

10                   If it's that they're -- if we're measuring  
11 success in that the students who enrolled, regardless of  
12 when they enroll, are earning credits that would keep them  
13 on track towards graduation once they enroll, so if a  
14 student, for instance, came into the school at the  
15 beginning of 11th grade and they had only had five credits  
16 instead of what the anticipated -- like 11 credits we  
17 would anticipate them having when they started 11th grade,  
18 if they would then earn five or six more during that next  
19 year, we would say they'd be on track and making progress  
20 if they're not falling farther behind.

21                   If that's how you're going to measure success,  
22 then I think I could imagine a school that wouldn't make  
23 60 percent graduation rate that could still do that kind  
24 of academic work.

1           Q     Thank you.  So I'd like to ask you to answer a  
2 hypothetical to sort of apply what I think you just --  
3 what you just told us.  Let me describe a graduating  
4 cohort of an imaginary school for you.

5                     50 percent of the cohort entered the school as  
6 freshmen.  A hundred percent of them graduated after four  
7 years.  The other 50 percent in the graduating cohort  
8 entered the school as juniors, a full year behind in  
9 credits needed for graduation.

10                    Every single one of these students accumulated  
11 credits at a normal pace from the moment they entered the  
12 school, but none of them graduated within their four-year  
13 cohort.

14                    Would you consider that to be a school that  
15 should be subject to closure because they don't have a  
16 60 percent four-year cohort graduation rate?

17           A     Based on those, that scenario, I would say that  
18 school is actually doing a pretty good job.  I would not  
19 want to close that school.

20           Q     And can you explain to us why -- explain why you  
21 would say that?

22           A     So the numbers would say that, for students who  
23 were there at the beginning of ninth grade, the school  
24 provided the resources and support for them to actually

1 | earn credits on track and for them to graduate within four  
2 | years, and for those students who came in at 11th grade  
3 | behind a year, under the scenario that you described, when  
4 | they got to the end of 12th grade, they would have, I'd  
5 | say, 17 credits out of the 22 and a half that they needed.

6 |           And if they continued on that trajectory, they  
7 | would graduate in five years, not four. So it would seem  
8 | to be that the school is doing its job in terms of  
9 | educating those students to be ready for college or  
10 | career.

11 |           ACTING CHAIR GUINASSO: Ms. Granier, Member  
12 | Gardner asked to make a comment or a -- he has a question  
13 | about your line of questioning. So I'm going to give him  
14 | an opportunity to make that question on the record.

15 |           MEMBER GARDNER: Thank you very much. This is  
16 | Member Gardner.

17 |           I'm a little concerned with this line of  
18 | questioning. These are policy discussions that the  
19 | Legislature shouldn't have.

20 |           The fact is that the law says 60 percent. I  
21 | don't see -- this guy has a lot of experience, and I  
22 | appreciate that, but a discussion of what should be is not  
23 | before us.

24 |           Before us is there's the statute and what we are

1 obligated under the law. I just wanted to put that  
2 objection on the record.

3 MS. GRANIER: Thank you. May I respond briefly?

4 ACTING CHAIR GUINASSO: Please.

5 MS. GRANIER: Thank you. Thank you for the  
6 comment, Member Gardner. I certainly appreciate your  
7 concern for what the statute says.

8 And Senate Bill 509, which I'm going to get to in  
9 a moment, which was codified into 388 and 330, which is  
10 what is at issue here today, initially was proposed with  
11 language that said a high school shall be closed if, in a  
12 preceding year, its graduate rate was less than  
13 60 percent. It changed to May, and we want to talk about  
14 the importance of that.

15 But in addition to that, graduation rate was not  
16 defined within that statute, even though it very well  
17 could have been. So one of our arguments here is you  
18 don't -- graduation rate in that statute was not the  
19 four-year federal cohort graduation rate.

20 Even if you assume it was, in order to use it,  
21 use that as a proper metric for accountability, and  
22 certainly a high-stakes decision as this to close a  
23 school, you must take into account the students that are  
24 being served and where they became credit-deficient.

1           So the point of this expert testimony, coming  
2 from someone who worked at the Nevada Department of  
3 Education, worked with the Nevada Legislature, and has  
4 decades of experience in these policy issues is to simply  
5 put before you an expert who can say, you know, here -- if  
6 you're looking to sponsor high-quality schools, and you're  
7 looking to make sure that your charter schools that you  
8 sponsor and our state as a whole is serving -- some of our  
9 most at-risk youth, including credit-deficient students,  
10 you don't want to apply your discretion in a way that  
11 shuts down schools and leaves some of our most at-risk  
12 youth without an option.

13           MEMBER GARDNER: I guess what my concern was is  
14 just that I was in the Nevada Legislature in 2015. I was  
15 there when we were debating this. These are the arguments  
16 that we had. We had these debates. We had people talking  
17 about it. They're all in the minutes. They're all in  
18 videos.

19           That's not what's before us today. That's what  
20 my concern is. Our concern is that the policy has been  
21 set, whether for good or bad, and we are now stuck with  
22 the statute, and that is where we're at. Whether we wish  
23 it was different, I don't see where that line of  
24 questioning is going to bring us.

1           ACTING CHAIR GUINASSO: I don't -- I don't  
2 necessarily disagree with Member Gardner, but I do want  
3 you to have an opportunity to put on your case and make  
4 your argument. So I'll allow the line of questioning. I  
5 think we understand what you're arguing, and so I'll let  
6 you continue.

7           But just note Member Gardner's objection in that  
8 regard, and -- my mic went out. I'm sorry.

9           Just help us to understand what -- help us to  
10 understand through the testimony what you're trying to  
11 argue relative to the issues that are presented to us  
12 today.

13          MS. GRANIER: Sure. Thank you.

14          ACTING CHAIR GUINASSO: One clarification before  
15 you move on. I just wanted to understand your  
16 hypothetical.

17          You said if you had a student population and  
18 there was a certain number that started at ninth grade and  
19 concluded at 12th grade, and a hundred percent of those  
20 graduated, over a student population that entered  
21 credit-deficient in 11th and 12th grade; is that right?

22          MS. GRANIER: That was half of. So half of the  
23 student population was there their whole time in high  
24 school; half of the student population came one year

1 behind as juniors.

2 ACTING CHAIR GUINASSO: As juniors, 11th grade.  
3 All right. And then how many of those, that 50 percent  
4 graduate? Zero percent?

5 MS. GRANIER: Well, zero would -- they would  
6 be -- it would be impossible to graduate them within the  
7 four-year cohort. They would all be considered  
8 nongraduates under the four-year cohort, the 50 percent  
9 that came a year behind.

10 ACTING CHAIR GUINASSO: Okay. I just wanted to  
11 understand the hypothetical. Thank you.

12 MS. GRANIER: Mm-hmm.

13 BY MS. GRANIER:

14 Q Dr. Vineyard, are you aware of NRS 388A.330 which  
15 is at issue here in this proceeding where the State Public  
16 Charter School has the discretion to revoke a high  
17 school's charter if the school's graduation rate for the  
18 preceding year was less than 60 percent?

19 A Yes. I'm aware of that regulation.

20 Q Okay. And are you aware that, as originally  
21 proposed, the bill that became the provision codified  
22 included a mandatory closure, shall close a high school if  
23 the graduation rate falls below 60 percent?

24 And for the assistance of the board and for the

1 record, I'm going to take a moment first before you answer  
2 that to ask Acting Chair Guinasso to please take judicial  
3 notice of the -- I've provided a copy of the draft bill  
4 prior to amendment that reflects that. I handed it out  
5 before we started here.

6 ACTING CHAIR GUINASSO: Yeah, I recall.

7 MS. GRANIER: It's entitled Senate Bill 509,  
8 Committee on Education. The date is March 23rd, 2015. It  
9 says referred to Committee on Education.

10 In the interest of paper and space, I did not  
11 print the entire thing because it was, I think, 80 pages  
12 long. But there is the first page, and then the next two  
13 pages are the relevant provision, which is section 28 of  
14 the draft bill as it was proposed.

15 ACTING CHAIR GUINASSO: Yes, we received that  
16 prior to the hearing. And since it's a public document,  
17 we will go ahead and take judicial notice of it.

18 MS. GRANIER: Thank you.

19 ACTING CHAIR GUINASSO: I'm sorry, Mr. Ott. I  
20 didn't give you an opportunity to object.

21 MR. OTT: I was just going to make a relevance  
22 objection. The statute is clear; therefore, the  
23 legislative history is irrelevant.

24 ACTING CHAIR GUINASSO: Yeah. I think this -- I

1 think if I understand the argument, you're wanting to  
2 argue something about legislative intent; is that right?  
3 Or with regard to discretionary authority versus mandatory  
4 authority?

5 MS. GRANIER: Yes, that's correct.

6 ACTING CHAIR GUINASSO: I'll allow it for that  
7 purpose.

8 MS. GRANIER: Thank you.

9 BY MS. GRANIER:

10 Q So Dr. Vineyard, do you have a copy of the  
11 document I just described in front of you?

12 A Yes, I do.

13 Q And have you had a chance to review it?

14 A Yes, I did.

15 Q And does this version of that Senate bill from  
16 March of 2015 reflect that the original language would  
17 have required closure of a high school based on if it had  
18 a graduation rate for the immediately preceding year less  
19 than 60 percent?

20 MR. OTT: Objection. Misstates the document.

21 ACTING CHAIR GUINASSO: Maybe have the witness  
22 review the document and arrive at the conclusion that he  
23 sees from what he's read.

24 MS. GRANIER: Sure.

1 BY MS. GRANIER:

2 Q Dr. Vineyard, if you could look at section -- I  
3 think you were just looking at section 28.

4 Could you tell us what the effect of that  
5 provision would have been based on -- or what it says it  
6 would have been based on the language of this initial  
7 draft of this legislation?

8 A This version says that, in section 1, that a  
9 sponsor of charter school shall reconstitute the board.

10 Q I think the relevant language is at the very top  
11 of the last page, 40. It begins: Or has a graduation  
12 rate.

13 A Yeah.

14 Q It's a big section so that might help.

15 A Yeah. So it's -- this would indicate that a  
16 charter school shall, if a high school receives three  
17 consecutive end ratings in the lowest possible category or  
18 has a graduation rate for the immediate year less than  
19 60 percent, the Authority can consider closure.

20 Q And the language there is "shall"; is that  
21 correct?

22 A That's correct.

23 Q In this initial draft. Okay. So the initial  
24 draft that you're looking at appeared to mandate closure

1 for a high school based on this?

2 A Yes.

3 Q But you have had a chance to review NRS 388.330  
4 as the Legislature actually adopted it and that "shall"  
5 was replaced with "may"; is that correct?

6 A That's correct.

7 Q Based on your experience and work with the Nevada  
8 Department of Education and implementation of the Nevada  
9 State Performance -- School Performance Framework, is it  
10 your opinion that was a good change? The "shall" to  
11 "may"?

12 A I think it is a good change. I think it does  
13 then allow the inclusion of other metrics beyond the  
14 graduation rate in the decision as to whether or not to  
15 close a school. Otherwise, it would not be possible to  
16 include things like growth rate or students' making  
17 achievement at ninth grade.

18 The other components of the School Performance  
19 Framework wouldn't be relevant.

20 Q And I'll represent to you that later in this  
21 hearing, we will present witnesses who will testify that  
22 if you look at the graduation rate for Nevada Connections  
23 Academy of students who have been with the school for all  
24 four years of high school, that rate exceeds 80 percent.

1           Based on your experience, is that a good  
2 graduation rate?

3           A     80 percent would be among the top 10 or  
4 20 percent of all the schools in the state.

5           Q     In the course of your work in both the private  
6 sector now and previously with the Nevada Department of  
7 Education, do you have any knowledge of how school  
8 performance is considered in other states?

9           A     In most other states at this point, there is some  
10 measure. There is always a status measure of proficiency  
11 included in a school performance measure. Many states  
12 also include -- most states include some measure of growth  
13 performance. A number of other states, probably about  
14 half, actually have annual testing in subjects in high  
15 school. So they would actually have a measure of growth  
16 that they would include in terms of more data for  
17 evaluating how schools are doing in terms of educating  
18 students.

19           So the inclusion of multiple measures for  
20 evaluating schools is everywhere. I wouldn't say it's a  
21 hundred percent across every school in the country, but  
22 it's in the majority of states.

23           Q     And I'll also represent to you that we are here  
24 today because the four-year cohort graduation rate for

1 Nevada Connections Academy is below the 60 percent  
2 threshold if you calculate it under just the federal  
3 guidelines, without consideration of anything else, so not  
4 as set forth under NRS 388.33B, but instead, looking just  
5 at that four-year federal cohort rate.

6 The Authority's staff's position is that the  
7 Nevada Connections Academy had a four-year cohort rate of  
8 around 35 percent for 2015 and around 40 percent in 2016.

9 Is a five percentage point increase like that in  
10 a year a significant improvement in your opinion, based on  
11 your experience?

12 A I think a five percent increase would be a  
13 significant improvement. I think it's probably, you know,  
14 like Washoe County School District as a whole, they're  
15 hoping to improve five percent over the next several  
16 years. So it is improving as you get higher and, you  
17 know, there's less room to move, but yeah. So a five  
18 percent growth rate, increase in graduation rate over a  
19 year is significant.

20 Q And if a school that enrolled -- especially a  
21 school that enrolled a number of credit-deficient students  
22 had a dramatic increase in a year, much more than five  
23 percent, say, ten percent, would that give you question  
24 to -- as to how that could be possible from an academic

1 achievement standpoint?

2 A Yes. Actually a ten percent increase in  
3 graduation rate over a single year would be -- I would  
4 want to look at the data. I would want to see how that  
5 was achieved and to -- and look at the numbers. If it's  
6 ten percent of a relatively small population, then that's  
7 easier than if it's ten percent of a much larger group.

8 Q And back to that five percent improvement for  
9 Nevada Connections Academy, does your opinion of how  
10 significant an increase that is change any if you know  
11 that in the course of that year, the school actually  
12 continued to enroll additional credit-deficient students  
13 that came to the school and were counted, included in that  
14 graduation rate?

15 A Yes. I mean, if they increased their graduation  
16 rate by five percent and also added a number of  
17 credit-deficient students to the denominator of that  
18 equation, then that is more -- that would have more impact  
19 on my thinking of how significant the change would be.

20 Again, I would need to look at the data to be  
21 able to judge.

22 Q Is it possible, though, of course depending on  
23 the data, that there could be an even more significant  
24 academic achievement improvement than is reflected in that

1 five percent given that the school continued to accept  
2 even more credit-deficient students in its high school?

3 A That would be an interpretation of the scenario,  
4 yeah. If they added greater numbers and they still showed  
5 achievement, you'd want to look and see what the  
6 graduation rate would be if they just used those students  
7 that were enrolled at the beginning of that school year  
8 and not included the ones enrolled during the year.

9 MS. GRANIER: That's all I have for now. Thank  
10 you very much for your time this morning, Dr. Vineyard.

11 ACTING CHAIR GUINASSO: Mr. Ott.

12 MR. OTT: Thank you.

13  
14 **CROSS-EXAMINATION**

15 BY MR. OTT:

16 Q Good to see you again, Dr. Vineyard.

17 A Yes. It is good.

18 Q I didn't know you could see me. But yeah.

19 So just a couple initial questions. Did you or  
20 your employer have a contract with NCA?

21 A No.

22 Q So you're not being compensated for your  
23 testimony here today?

24 A Oh, I -- yes. I didn't have a contract with NCA.

1 I was retained by the law firm.

2 Q So you have a contract directly with the law  
3 firm?

4 A Yes.

5 Q What is -- how much compensation are you getting  
6 for your work with NCA?

7 A We set an hourly rate. I haven't figured out how  
8 many hours it will be yet.

9 Q Okay. What is the hourly rate, please?

10 A \$160 an hour.

11 Q Thank you. I want to talk a little bit about the  
12 scope of the contract. Have you done any analysis of  
13 NCA's data?

14 A I have not. I've looked at some preliminary  
15 numbers, but mostly I have gotten the information from  
16 the -- from NSPF, in looking at Nevada Report Card, and  
17 I've talked with the principal.

18 Q Okay. So the hypotheticals that have been asked  
19 of you today are based just on the hypotheticals, not any  
20 independent analysis you've done in NCA's data?

21 A That's correct.

22 Q Okay. During your time at NDE, did your office  
23 calculate graduation rate?

24 A Yes, it did.

1 Q And earlier in her question to you, Counsel used  
2 the term "graduation rate." Did you know what that meant?

3 A It -- graduation rate meant several things during  
4 the 18 years that I was at the Department of Education.  
5 Currently, they calculate the federal cohort graduation  
6 rate because that's what's they report to the federal  
7 government for state purposes.

8 But graduation rate has been calculated  
9 differently at other times.

10 Q When did the current definition come into effect?

11 A The current --

12 Q If you remember.

13 A -- definition came into effect probably around  
14 2011 or '12 when we started applying for federal waivers  
15 from NCLB, and part of the requirement for getting those  
16 waivers from some of the other requirements is that we  
17 changed the way that we report graduation rate. And  
18 that's when it was set up and adopted -- or we started  
19 reporting it that way in Nevada.

20 Q And since that time, has there ever been another  
21 definition of graduation rate that you have understood to  
22 be used in this state?

23 MS. GRANIER: For what -- objection. For what  
24 purposes? Vague.

1           ACTING CHAIR GUINASSO:  Could you just restate  
2 the question?

3           MR. OTT:  Sure.  I guess -- I'll restate the  
4 question.

5 BY MR. OTT:

6           Q     So when Counsel used the term "graduation rate,"  
7 you didn't ask for clarification.  Did you understand that  
8 to mean the rate that's in effect since 2011?

9           MS. GRANIER:  And I'll object.  Again, I used the  
10 term "graduation rate" in a multitude of questions.  So  
11 which question are you referencing, Counsel?

12           ACTING CHAIR GUINASSO:  I think I'm going to  
13 allow the question to clarify what the expert understands  
14 to be graduation rate.  So go ahead and ask the question,  
15 but try to be clearer in terms of what context you're  
16 asking that.

17           MR. OTT:  Sure.

18 BY MR. OTT:

19           Q     During the context of the questioning, the term  
20 "graduation rate" was used.  What did you understand that  
21 to mean?

22           A     In this context, I understood it to mean the  
23 four-year cohort graduation rate.

24           Q     Okay.  Thank you.  During your 17 years at NDE,

1 you said you worked on various policy changes and changes  
2 to the Nevada Administrative Code; is that correct?

3 A Yes.

4 Q Did you ever seek to define graduation rate in  
5 the Nevada Administrative Code?

6 A Personally, I did not try and work on the  
7 regulation about defining graduation rate, no.

8 Q Do you know -- do you have any recollection if it  
9 was ever considered?

10 A I do know that when we moved from the earlier  
11 graduation rate calculation, the lever rate, to the cohort  
12 graduation rate, that was a topic of intense discussion.  
13 And we did make many changes to our internal policies and  
14 regulations and also with -- in working with the  
15 Legislature and the State Board of Education to make the  
16 changes to -- from the previous rate to the cohort rate.

17 Q But there was no regulatory or legislative change  
18 to make a definition?

19 A I don't think so. I think we always fell back on  
20 the federal definition of what it was. And when I talked  
21 to colleagues at the Department of Education who are still  
22 there, still calculate those rates, when I asked them  
23 about the definition, they pointed me to the federal law.

24 Q Okay. Thank you.

1           You talked a little bit about the Legislature's  
2 emphasis when developing the growth model, and my notes  
3 said that was from 2009; is that correct?

4           A     2009 was when we were asked to start developing  
5 the growth model, yeah.

6           Q     Okay. And Legislatures change, and the emphasis  
7 of how they look at data changes over time; is that  
8 correct?

9           A     People change. I guess we'd say Legislatures  
10 change, too.

11           I don't know the Legislature. You know, they --  
12 yeah. It's different people every year. So yeah, they  
13 change.

14           Q     And were you involved in the legislative  
15 discussions regarding the enactment of SB509 which you  
16 testified about previously in the 2015 legislative  
17 session?

18           A     Not personally. In the 2015 session, all of the  
19 communication between the Department of Education and the  
20 Legislature were handled by the superintendent and the  
21 deputy superintendent.

22           Q     Okay. I'd like to go back to the document that  
23 counsel was referring to, which was the prior draft of  
24 SB509. Could you just read section 28(1).

1           A     Section 28 (1) reads: The sponsor of charter  
2 school shall reconstitute the governing body of a charter  
3 school, revoke the written charter, or terminate the  
4 charter contract of the charter school if...

5           Q     Thank you. So in your testimony earlier, I  
6 believe you stated that it was mandatory that the school  
7 would be closed if its graduation rate fell below  
8 60 percent. That's not what that section says, correct?

9           MS. GRANIER: Objection. He didn't read the  
10 entire section. He only read the first portion without  
11 the rest of the language that we were talking about  
12 earlier.

13           ACTING CHAIR GUINASSO: Mr. Ott, direct him to  
14 the section.

15           MR. OTT: Sure.

16 BY MR. OTT:

17           Q     You can go ahead and read -- which section is it?

18           A     Subsection A.

19           Q     Yeah. Go ahead and read subsection A if you  
20 want. Go ahead and read subsection A.

21           A     It continues. So following the "if," there's a  
22 colon, and it says subsection A: If the charter school is  
23 a high school that receives three consecutive annual  
24 ratings established as the lowest rating possible

1 indicating underperformance of a public school as  
2 determined by the department pursuant to the statewide  
3 system of accountability for public schools or has a  
4 graduation rate for the immediately preceding school year  
5 that is less than 60 percent.

6 Q Okay. So going back to my previous question, you  
7 testified earlier that that law in that form would have  
8 required closure of a charter school for a graduation rate  
9 less than 60 percent. That's not what the law actually  
10 says; is that correct?

11 MS. GRANIER: Objection. Mischaracterizes what  
12 the law says.

13 MR. OTT: The law clearly allows for  
14 reconstitution or closure. It doesn't just require  
15 closure. Just trying to clear --

16 MS. GRANIER: Okay. Okay. I'll withdraw my  
17 objection.

18 ACTING CHAIR GUINASSO: Thank you.

19 BY MR. OTT:

20 Q You can answer the question if you remember it.

21 A Yeah. Yeah, it does say reconstitute the board  
22 or terminate. So it's not a requirement.

23 Q So even -- thank you. So even in this earlier  
24 version, the board had some discretion as to what do to a

1 school with a graduation rate that fell below 60 percent;  
2 is that correct?

3 A Based on that reading, yes.

4 Q Okay. So is it fair to say that that earlier  
5 reading or that earlier version allows for either  
6 reconstitution or closure of a school below 60 percent?

7 A That's what it says.

8 Q And the version that was eventually adopted makes  
9 it permiss- -- makes it not mandatory. So it would allow  
10 for reconstitution, closure, or no action; is that  
11 correct?

12 A Yes. The change in the verb from "shall" to  
13 "may," that's how I would interpret that change.

14 Q Okay. You testified earlier that you thought  
15 that that was a good change to the law. I think that was  
16 based on perhaps the prior understanding of the law.

17 With that clarification that I just made, does  
18 that give you any cause to reconsider how you interpreted  
19 that change?

20 A No, it doesn't. I think that the option to take  
21 no action is one that would be an important one for the  
22 board to have, have access to. And I think the change  
23 from "shall" to "may" made that possible, whereas before,  
24 they would have had to either reconstitute the board or

1 terminate the school.

2 Q Okay. Let's talk about a fifth-year cohort  
3 graduation rate for a minute. Did you calculate that --  
4 did your office calculate that while you were at the  
5 Department of Education?

6 A Yes, it did.

7 Q And do you have any understanding of -- well, how  
8 do you feel about that metric generally?

9 A I think -- actually I think it's a pretty good  
10 metric. There are a number of reasons that students might  
11 take more than four years to graduate. Some are just not  
12 ready. Some come in behind. And I think it's an  
13 important piece of information to have if we were going to  
14 evaluate how our schools are doing.

15 And unfortunately, it's not part of the  
16 calculation that's used in this law or in this School  
17 Performance Framework to evaluate schools. The fifth-year  
18 rate is nice to know, but it doesn't really account for  
19 school performance in terms of the metrics that are used  
20 for star ratings and those kinds of things.

21 Q What do you think the use is, the utility of the  
22 five-year graduation rate? What does that metric help you  
23 understand?

24 A If a school had a high five-year graduation rate,

1 I would want to know what the student population looked  
2 like, what the demographics of the student population  
3 were, and also if the fifth-year graduation rate were  
4 more -- if it was a significant increase over the  
5 four-year rate.

6 I mean, if we're talking about adding two or  
7 three percent, which, as a fifth-year graduate over four,  
8 that's nice. If it's 20 percent, I would want to know  
9 something more about the school.

10 Also within the existing School Performance  
11 Framework, 64 percent graduation rate is the minimum rate  
12 you would need to get any points toward that measure in  
13 terms of the School Performance Framework.

14 So a school that could have 63 percent above the  
15 target for Connections Academy would still get zero points  
16 for graduation based on NSPF; whereas, a school with --  
17 you know, if they had added three or four percentage  
18 points more based on adding the fifth-year cohort into  
19 that total, then they would get the majority of the points  
20 towards that measure.

21 Q Counsel asked you a couple questions about  
22 credit-deficient students and enrolling. Is it fair to  
23 say that a fifth-year cohort graduation rate would give  
24 you a better understanding of how credit-deficient

1 students are served because it allows an extra year for  
2 those students to graduate?

3 A I'm not sure I understand your question. The --  
4 yeah, I guess I don't understand how enrolling students  
5 that are not on track, but calculating a fifth-year rate  
6 but not including it in the decision about school  
7 performance doesn't seem to make sense.

8 Q Okay. So let me clarify. You testified earlier  
9 that you don't think it's appropriate. If I  
10 mischaracterized, please correct me. But I think you  
11 testified earlier that you don't think it's appropriate to  
12 base accountability decisions on a single data point; is  
13 that correct?

14 A That's correct.

15 Q And some of the questions that counsel asked you  
16 earlier were about enrollment of credit-deficient  
17 students. Do you recall that?

18 A Yes, I do.

19 Q So if we're looking at a school and you don't  
20 think it's appropriate to use just the four-year cohort  
21 graduation rate, and credit-deficiency is an issue that  
22 the school puts forth as having affected negatively that  
23 four-year graduation rate, would the fifth-year cohort  
24 graduation rate be something that would lend some insight

1 as to whether the school was effectively serving those  
2 credit-deficient students?

3 A Yes. If that's the context of your question, I  
4 think fifth-year graduation rate would be an important  
5 measure to add. But currently it's not part of the  
6 measure.

7 Q Correct, but it is calculated by NDE, correct?

8 A It is, and it's reported.

9 Q So correct. And it's reported statewide,  
10 correct?

11 A Yes, it is.

12 Q So the board could take notice of that and should  
13 consider that metric, in your opinion.

14 A Yes. I would think that would be something that  
15 they would want to know.

16 Q Thank you. I want to talk about data generally  
17 because you know a lot more about it.

18 We talked about the department reporting some  
19 data. Does the department report data on credit  
20 deficiency?

21 MS. GRANIER: Goes beyond the scope of the direct  
22 examination.

23 MR. OTT: I'm not limited to the scope of the  
24 direct examination in NRS 233B.

1           ACTING CHAIR GUINASSO: I'll allow the question.

2           THE WITNESS: I guess I'm trying to remember. I  
3 don't think we -- the department does report on credit  
4 deficiency. There's a -- they report on the number of  
5 students at grades nine and ten that are on track to  
6 graduate based on credit accrual. Those are part of the  
7 performance framework. But they don't report specifically  
8 on credit deficiency.

9 BY MR. OTT:

10           Q     When you are talking about -- well, strike that.

11                     Earlier, Counsel asked you a question about a  
12 hypothetical graduation rate, and you responded it would  
13 be within the top 10 to 20 high schools in the state. Do  
14 you recall that question and answer?

15           A     Yes. She said a graduation rate of 80 percent  
16 would be -- and where I thought that would be. I thought  
17 it would be among the top grades in the state, yes.

18           Q     Sure. And if I recall that hypothetical  
19 correctly, it was based on the school excluding any  
20 students that enrolled after ninth grade or  
21 credit-deficient.

22           MS. GRANIER: Objection. That misstates the  
23 question. I didn't say the school would exclude those  
24 students. I said that the calculation would not include

1 them for those purposes.

2 ACTING CHAIR GUINASSO: Is not include and  
3 exclude different?

4 MS. GRANIER: No. I want to clear that this  
5 school has never excluded those students. We have always  
6 taken them. The way the question was phrased --

7 ACTING CHAIR GUINASSO: We're talking about a  
8 hypothetical that you presented, though, not actually --  
9 it wasn't actually NCA --

10 MS. GRANIER: Yeah, no. I represented that the  
11 testimony will be that NCA's rate for students it serves  
12 for four years will be 80 percent. So he's --

13 ACTING CHAIR GUINASSO: Okay. So let's use the  
14 word "not include" rather than "exclude."

15 MS. GRANIER: In the rate.

16 ACTING CHAIR GUINASSO: In the rate, yeah.

17 MR. OTT: Yeah. And it wasn't meant to say  
18 anything about enrollment.

19 BY MR. OTT:

20 Q So let me rephrase the question, Dr. Vineyard.  
21 So the hypothetical was talking about excluding  
22 from the calculation of the rate certain students who  
23 enrolled after ninth grade; is that correct?

24 ACTING CHAIR GUINASSO: Again, "not include."

1 BY MR. OTT:

2 Q Not include in the calculation students who  
3 enrolled after the ninth grade; is that correct?

4 A I think that was the scenario, yes.

5 Q And when you said top 10 to 20 schools in the  
6 state, when you were comparing that to the rest of the  
7 schools in the state, that was based on graduation rate  
8 for those other schools that would include the entirety of  
9 their cohort; is that correct?

10 A Yes. But their entire cohort for ninth grade,  
11 and so it's a -- the comparison is -- you know, only the  
12 students who started in ninth grade in the school and  
13 continued on for four years there to graduate versus a  
14 school that would use -- I mean, essentially, at most  
15 comprehensive -- the majority of students at most  
16 comprehensive high schools, that's the scenario that they  
17 follow. They come in as ninth graders and graduate from  
18 that same high school.

19 And schools where that isn't the case, where  
20 there's significant transients, then their graduation  
21 rates are impacted, and not -- perhaps not the extent  
22 as -- the same extent as a school like Connections Academy  
23 where they have so many transient students.

24 But if you looked at the graduation rates for

1 students at high school where they -- if you did follow  
2 the same students from ninth grade to 12th grade to the  
3 high school versus the students who transferred in partway  
4 through high school, there would be a difference in the --  
5 I anticipate there would be a difference in the graduation  
6 rates.

7 I haven't done the analysis so I wouldn't say for  
8 certain, but I anticipate that would be the case.

9 Q So in order to really say where that school would  
10 rank, in a fair comparison, you'd have to do a statewide  
11 comparison; is that correct?

12 A Yes.

13 Q And the State doesn't currently provide that  
14 data, correct?

15 A Again, we've talked about a lot of different data  
16 sets. Which one are you talking about?

17 Q Sure. Apologies. So the data that I was talking  
18 about was a data that only tracked students enrolled in  
19 the ninth grade and did not include students who enrolled  
20 after that.

21 A Yeah. If -- the State doesn't track those  
22 students. That would be -- we could -- it could be  
23 inferred from looking at the student information system  
24 data, but it's currently not tracked or reported.

1           Q     So when a school generally produces data that is  
2 unable to be compared statewide, how should this board  
3 evaluate or consider that data?

4           A     Again, I don't understand your question.

5           Q     Okay. So we just talked about a hypothetical  
6 where you were given -- you were asked to calculate -- you  
7 were given a hypothetical graduation rate based on data  
8 where there's not a statewide comparison, correct?

9           A     I think, you know, the statewide comparison in  
10 terms of what I said was that if they had a graduation  
11 rate of 80 percent that -- and I hope I didn't misspeak,  
12 but I don't think I said that that would put them in the  
13 top 10 or 20 schools in the state. I said that percentage  
14 would be in the top percentage, top 10 or 20 percent of  
15 all the schools in the state. And that is above -- that's  
16 sort of the target level.

17                 80 percent is what most schools hope to reach.  
18 And so if -- so based on the calculation that they would  
19 make, if they could show a calculation and identify the  
20 students and the data and have a justification for why  
21 they were included in that calculation, then I think that  
22 would be something that would be of interest, knowing that  
23 it isn't a complete picture of the school because there  
24 are so many students that do transfer in and out after

1 ninth grade.

2 Q You said 80 percent is a goal that schools seek  
3 to reach. When you said that, do you mean 80 percent of  
4 all students or 80 percent of just the students that they  
5 have enrolled in the ninth grade?

6 A The goal is for 80 percent of all students or  
7 higher. In some schools, I mean, you have -- some schools  
8 have a much higher graduation rate than 80 percent, but  
9 they also have much smaller populations and the students  
10 in those schools with those high graduate rates tend to  
11 stay for all four years.

12 Q So what I'm trying to understand is when the  
13 board is presented with data about not including certain  
14 portions of the graduation rate, and we don't have  
15 comparable information from other schools or from across  
16 the state, should the board view that information  
17 skeptically because there's no apples-to-apples  
18 comparison?

19 A It's definitely a challenge. And the question  
20 you ask, you know, it's -- to say that you're going to  
21 evaluate a large comprehensive high school's graduation  
22 rate versus a subset of students from another school,  
23 certainly if we wanted to go in, we could pick a subset of  
24 students at any high school and calculate a rate for them.

1           And we wouldn't -- you know, that would be an  
2 interesting fact, but it wouldn't be a number that we'd  
3 want to compare broadly with other school unless we  
4 actually picked the same group from another school in the  
5 same way.

6           So your point is taken if you're asking to  
7 compare only the students who stayed in Connections  
8 Academy for four years versus other schools that -- where  
9 they calculate based on a hundred percent of the students  
10 that are there at the end of the grade 12, that wouldn't  
11 be a fair comparison.

12           At the same time, if you looked at students --  
13 maybe it would be a comparison, a fair comparison if you  
14 looked at other schools like Connections Academy that have  
15 the same sort of demographic background and make a -- and  
16 then it would be a better measure.

17           Q     Thank you for that. When you say demographic  
18 background, what do you mean?

19           A     I mean -- when -- I say demographic, maybe that's  
20 not the correct term. Terms like the students that --  
21 schools with a really high transiency rate, where lots of  
22 students transfer in and out. Where there's a large  
23 number of students that transfer in for a few months or a  
24 year, they earn credit, and they transfer out again.

1           They come in credit-deficient and never catch up.  
2 Or they come in at the beginning of 12th grade a year  
3 behind, and they -- they earn credits, but they don't earn  
4 credits to graduate in four years, even though they might  
5 be on track for a fifth-year graduation.

6           Q     Can you just define transiency rate so that we're  
7 clear what the definition is?

8           A     The transiency rate, the way I'm looking at it,  
9 the students who transfer in or out of a school and don't  
10 stay an entire year, or they aren't there -- more broadly,  
11 they transfer in partway -- if we're talking about the  
12 cohort, the four-year cohort, they transfer in or out of  
13 the school sometime during that four-year cohort. So  
14 they're not there at the beginning, or if they are at the  
15 beginning, they transfer out partway through their time  
16 there. So it's a movement of students between schools.

17          Q     And what would -- you talked about a high  
18 transiency rate. What did you mean by a high transiency  
19 rate?

20          A     I think in some of these schools like Connections  
21 Academy, the turnover is above 50 percent during a year.

22          Q     So above 50 percent you would consider to be a  
23 high transiency rate?

24          A     Yes. I mean, it's --

1 Q Okay.

2 A -- 20 percent would be high, but -- if you look  
3 at it relative to a regular, you know, comprehensive  
4 school. But some of these -- I'm saying some of them are  
5 much higher than that.

6 Q Okay. I want to go back to the data point that  
7 we were talking about versus -- with regard to statewide  
8 data versus data which maybe we don't have statewide  
9 comparisons for. And this is a long question so if I --  
10 if you don't understand it, please ask me to rephrase.

11 You talked about multiple measures being  
12 something that the board should consider when faced with a  
13 closure revocation or no action decision -- closure  
14 reconstitution or no action provision.

15 When the board is presented with certain data  
16 where there is statewide data available and other data  
17 where there is not statewide data available, do you think  
18 it is fair and appropriate for the board to place more  
19 emphasis on data where there is statewide data available?

20 A I think that if the board wants to make  
21 comparison and using data that are not collected for every  
22 school -- and there are a lot of data collected for every  
23 school that are not a part of this conversation yet --  
24 then I think it's -- before making that kind of decision,

1 I think it would be incumbent on the board to find out  
2 what the comparative data might be.

3 In terms of when I was thinking of -- when I was  
4 talking about multiple measures and in terms of -- and in  
5 addition to graduation rate and things that would be  
6 easily available through the student information system  
7 would be the number of credits that students at that  
8 school earned during that year.

9 Were they -- was the school doing an adequate job  
10 of getting them to be successful in their courses and  
11 earning credits towards graduation?

12 And again, they might not be on track to graduate  
13 with their four-year cohort, but if they came in deficient  
14 and they're making progress, this is the same argument of  
15 the growth model. If a student comes in in third grade  
16 and they're only reading at a first-grade level, but the  
17 teacher at that third-grade classroom helps him actually  
18 get from -- maybe not all the way to fourth-grade level,  
19 but to get to three and a half, then that -- even though  
20 they're not proficient on the fourth-grade test, they're  
21 still making great progress and growth.

22 And that's the same kind of argument that would  
23 be made for earning credits at a school with students  
24 coming in behind the curve in terms of credits towards

1 graduation.

2 Q I know that we're getting close to 10:00 o'clock,  
3 and so I want to be respectful of the reporter. I just  
4 want to try to clarify this one point.

5 So the board will be taking -- will be having  
6 evidence presented to it. Some of that we have  
7 apples-to-apples data for. Some of it we don't.

8 Is it your testimony that data where there is not  
9 apples-to-apples testimony statewide should be given the  
10 same weight as the statewide validated data from NDE.

11 MS. GRANIER: Objection. It's vague, apples to  
12 apples. We don't have apples to apples because the cohort  
13 rate doesn't consider the makeup of the student population  
14 and whether they were credit-deficient when they enrolled  
15 in the school. That's part of our argument. So it is not  
16 apples to apples.

17 ACTING CHAIR GUINASSO: I'll note the objection  
18 but allow the question.

19 THE WITNESS: I think the data should be  
20 considered whether they need to be -- whether they can be  
21 weighted the same as other data and whether our  
22 comparisons -- it would be a question for the board. But  
23 I don't think it should be dismissed just because there  
24 aren't comparisons available for every other school.

1 BY MR. OTT:

2 Q So it would not be inappropriate for the board to  
3 place more weight on data that has statewide comparisons;  
4 is that correct?

5 A Yeah. The board -- they could do that. Yes.

6 MR. OTT: Let's take a break, if we could.

7 ACTING CHAIR GUINASSO: Okay. All right. And  
8 you'll continue after the break.

9 MR. OTT: Just a little bit.

10 ACTING CHAIR GUINASSO: We're going to take a  
11 15-minute break. It's 9:57. We'll come back here -- it's  
12 9:58. We'll come back here at 10:13.

13 (Recess taken.)

14 ACTING CHAIR GUINASSO: So we're going to  
15 reconvene. It's 10:13. Took a 15-minute break. Mr. Ott  
16 was in the middle of his cross-examination.

17 Mr. Ott, continue.

18 MR. OTT: Thank you.

19 BY MR. OTT:

20 Q Dr. Vineyard, you talked previously about the  
21 importance of growth data in a -- in both the Charter  
22 School Performance Framework and the Department of  
23 Education Performance Framework. Do you recall that?

24 A I missed the beginning of that. What kind of

1 data?

2 Q Growth data.

3 A Growth data, yes.

4 Q Okay. So --

5 A I --

6 Q -- absent growth data --

7 A Okay. Go ahead.

8 Q Go ahead. No, you can finish. I didn't mean to  
9 cut you off. I'm sorry.

10 A I was -- so finish your question. Growth data is  
11 important, an important measure. And it's not easily  
12 available at high school.

13 Q Okay. So absent growth data, would it be  
14 appropriate for the State to provide a charter school  
15 performance rating with just status in proficiency?

16 A It would be possible. I don't know if it's  
17 appropriate.

18 MR. OTT: Okay. And that's all I have, actually.

19 ACTING CHAIR GUINASSO: Thank you. Redirect?

20 MS. GRANIER: Thank you.

21

22 **REDIRECT EXAMINATION**

23 BY MS. GRANIER:

24 Q Dr. Vineyard, Mr. Ott asked you if you were being

1 compensated for your testimony here today or if you were  
2 under contract for work you were doing.

3 Would any of your statements or opinions under  
4 oath today be different if you were not being paid as a  
5 consultant?

6 A No, they wouldn't. This is -- charter schools  
7 and the application of NSPF to ratings is something I've  
8 been thinking about and working on for a long time.

9 Q And again, the use of -- strike that.

10 Mr. Ott asked you several questions about  
11 generally the graduation rate and what people use as the  
12 graduation rate and what the NDE talks about being as the  
13 graduation rate, and I think your answer generally was the  
14 federal four-year cohort.

15 Is that a fair characterization?

16 A That's the rate that the NDE calculates now  
17 because that's the one that they report. As I also said  
18 earlier, in the -- in earlier years and in the transition,  
19 they did calculate multiple rates and reported them  
20 differently. So -- but that's -- they calculate the  
21 cohort graduation rate now, and -- because that's the one  
22 that's required by federal reporting.

23 Q And so it is required by federal reporting, but  
24 are you aware of any federal mandate that states use that

1 as a graduation rate to consider school performance for a  
2 proceeding such as this one?

3 A I'm not aware of any federal regulation or law  
4 that would indicate that, no.

5 Q And are you aware of any federal regulation or  
6 law that would somehow mean the State's receipt of federal  
7 funding jeopardized if it considered anything other than  
8 that federal cohort rate for these types of decisions?

9 A No, I'm not -- I don't think of anything that  
10 way. The only thing that is -- again, the cohort rate was  
11 required as part of the waiver applications that -- for  
12 relief from some NCLB requirements indicating that we were  
13 going to take a different look at our school  
14 accountability measures.

15 Q And Mr. Ott was making statements about trying to  
16 make apples-to-apples comparisons using statewide reported  
17 data.

18 Is it your opinion that when you look at the  
19 four-year cohort graduation rate for a school like Nevada  
20 Connections Academy that serves a high population of  
21 credit-deficient -- students who are credit-deficient when  
22 they enroll at the school, that that rate makes an  
23 apples-to-apples comparison to your traditional zoned  
24 public high schools?

1           A     I don't think it's a apples-to-apples comparison  
2 based on those measures because of the way that the  
3 student populations are high school students, and they go  
4 in grades nine, ten, 11, and 12.

5           But the students and the -- the way they enroll  
6 and how they come into the school and leave the school  
7 aren't comparable. I mean, they come and leave, but  
8 they're -- then, as I said before, the number of students  
9 that come into a school like Nevada Connections Academy,  
10 even if they are on track, it still impacts their  
11 graduation rate.

12          Q     And Mr. Ott also asked you: Could this board  
13 give more weight to data that is available statewide than  
14 data that might not be?

15                 Do you remember that question?

16          A     Yes, I do.

17          Q     And do boards such as this or the NDE generally  
18 adopt policies such as the Nevada Performance Framework  
19 and the Charter School Performance Framework that  
20 establish what weight is given to, for example, the  
21 graduation rate in looking at school performance?

22          A     I think the School Performance Framework and the  
23 Charter School Performance Framework both, by the way that  
24 they're structured and the way that they make their

1 calculations, provide weightings for the contribution of  
2 the various measures towards the total. So I think they  
3 do -- that is a way that is -- the comparisons are made.

4 And I think, just to add, in terms of the  
5 apples-to-apples comparison, I think there are a number of  
6 different data points beyond graduation rate that are  
7 collected, even at schools like Nevada Connections Academy  
8 and other online schools that could be compared and that  
9 are not part of the graduation rate.

10 One would be the percentage of ninth-grade  
11 students, the students there during their ninth-grade  
12 year, that make adequate progress towards graduation.  
13 That would be an apples-to-apples comparison that could be  
14 made as well.

15 Q Any others?

16 A Well, the participation, I mean, other criteria  
17 that are part of NSPF that are -- that are -- the  
18 participation in AP and advanced coursework, that's  
19 something that's collected across all schools.

20 The -- I'm trying to think. Without having it in  
21 front of me, I'm sort of -- can I look?

22 Q Testing? Yes. Yes, of course, you can look.

23 A I mean, so the participation in the ACT, SAT  
24 participation, the percent of students needing

1 remediation, the average daily attendance, the -- I think  
2 an important measure in -- and we haven't talked about  
3 it -- would be the gap in graduation rates between the  
4 school and -- and -- and the identified groups.

5 My impression is that for the kind of offerings  
6 that schools like Nevada Connections makes, that students  
7 with IEPs perhaps -- and I don't have the data, but based  
8 on what I have known from other schools and from my work  
9 in the past, that the students with IEP actually might  
10 actually graduate at a higher rate than students without  
11 because of the kind of the least-restrictive environment  
12 that the opportunities that the instruction and the online  
13 instruction provide.

14 So there are a number comparisons that could be  
15 made that, apples to apples, that are not simply  
16 graduation rate.

17 Q Thank you. And just because something isn't  
18 reported statewide, does that mean there's not a reliable  
19 way to get that data in a method that this board should  
20 consider it material to its decision here today?

21 A Again, just because it's not reported already  
22 statewide, I think that in the School Performance  
23 Framework, they probably also -- and again, I would have  
24 to go back and look. There are probably data that are

1 collected through the Nevada Report Card that could be  
2 used for comparison purposes or the information, if it was  
3 deemed really critical to make this kind of decision that  
4 could be generated in a report through the same system,  
5 the data that are collected from every school, but not the  
6 reported, you know, already.

7 Q And if they -- couldn't the Authority require or  
8 accept data collected by a school and perhaps validated by  
9 an independent third party?

10 A I guess, could they accept it? That would be --  
11 you know, if it's verified by a third party, then that  
12 would probably make it easier to accept. Again, have to  
13 look at the source of the data to see where the data were  
14 generated originally to know for sure.

15 But -- and I think, in many ways, that's  
16 something we're going to be asking more and more for our  
17 schools to do is to decide on which data they want to use  
18 for school accountability. That's one of the changes I  
19 think is being contemplated.

20 Q When information such as the four-year cohort  
21 graduation rate is reported statewide is provided for this  
22 board for consideration in a high-stakes decision such as  
23 this, is it your opinion that it is part of the  
24 responsibility of the board to really examine the

1 information behind that number or that data to make -- to  
2 have a meaningful understanding such as the students that  
3 were included in the cohort and how long they were in  
4 attendance at that school?

5 A I think it would be -- I would hope that the  
6 board would want to have an understanding of the data more  
7 than just the final results on a page. But it would --  
8 you know, whether it should be a requirement, I'm not  
9 sure.

10 Q And I think you might have said in your  
11 testimony, unless I got my notes wrong, you made a  
12 statement along the lines of the fifth-year cohort is not  
13 used in this law or it's not -- were you saying that it's  
14 not being used by Authority staff under these purposes,  
15 and that's why we're here in this proceeding?

16 A What I think I -- what I meant was that the  
17 decision and the values that are used to award points  
18 towards the proficiency -- toward your start rating or  
19 your decision of whether or not you're making adequate  
20 yearly progress at a school are based on the four-year  
21 cohort rate.

22 And even though we calculate a fifth-year and  
23 sometimes even a sixth-year rate, you know, it's possible  
24 those numbers are -- add to the story of the school, but

1 they're not part of the calculation of NSPF or those  
2 Charter School Framework.

3 Q They're not specifically identified in the  
4 framework, but would they be information within the  
5 measurable -- strike that.

6 Would it be information you would expect a board  
7 to consider in making a determination about school  
8 achievement under either of those frameworks?

9 A Again, the board isn't required to use those  
10 numbers to make that sort of consideration, to make that  
11 judgment, but I think they do add significantly to the  
12 narrative of the school around how they're working  
13 relative to student achievement.

14 Q Do you think it's a material consideration to  
15 really effectively evaluate school performance, in your  
16 opinion?

17 A I think you would -- in making this kind of  
18 decision, I think you would want to know what the  
19 fifth-year rate was.

20 Q And when we talk about the fifth-year rate, even  
21 if you calculate a fifth-year cohort rate, could you --  
22 could that number still be misleading the same way the  
23 fourth-year cohort rate is because it depends on the  
24 student population?

1           In other words, you may not -- you may have  
2 credit-deficient students that have come into that fifth  
3 year so it's not necessarily reflecting whether the school  
4 improves that much, you know, just by adding that  
5 fifth-year cohort.

6           A     Yeah. I think that would be something you could  
7 say.

8           The other argument that I would make is if the  
9 students are sticking around for a fifth year as part of  
10 that cohort, that the school has given them a reason to  
11 stay enrolled, and that the -- that if they're not making  
12 progress at that level, then I think there's something  
13 other than the student population changing that would -- I  
14 would want to look at to see what the roots were for that  
15 result.

16           So I think a fifth-year cohort, I think it means  
17 that they're actually engaged enough with the school to  
18 stay, and so I think you would be looking for -- I would  
19 be looking for something other than transients in and out  
20 to explain changes in the rates.

21           Q     I guess, generally speaking, if you consider the  
22 fourth-year cohort to try to determine, did a particular  
23 student make it through this, the same high school within  
24 four years, and then you're generally looking at the

1 fifth-year cohort as the same set -- this same set of  
2 students made it through, but in five years, that is very  
3 different from looking at a fifth-year cohort when it's  
4 not the same set of students because, for example, you get  
5 a lot of students in their 11th- or 12th-grade year that  
6 enroll in this school significantly behind.

7 Is that a fair statement?

8 A Yeah. The way you stated it, if that's the case,  
9 then it wouldn't be -- it's the same argument as for the  
10 four-year cohort rate.

11 If the student population is changing  
12 dramatically during the time of measurement, you know,  
13 from ninth grade to 12th grade or from 10th grade to 13th  
14 grade, then yeah. Then the comparisons -- you could make  
15 them, but it's not -- you're not comparing the same  
16 things.

17 Q So just to make that a little more clear to  
18 further understand, for Nevada Connections Academy, if  
19 their fourth-year cohort rate is 40 percent, and then  
20 their fifth-year cohort rate is 42 percent, but they  
21 continued to enroll more credit-deficient students, that  
22 doesn't necessarily mean -- it doesn't, again, really  
23 accurately reflect the school's performance because it's  
24 not accounting for the fact of the credit deficiency when

1 the student enrolled at NCA.

2 Is that fair?

3 A Yeah. I think, again, not knowing exact numbers,  
4 yeah, it would be a fair statement in terms of that  
5 scenario, yeah.

6 Q Thank you. And you are familiar with  
7 Dr. Canavero?

8 A Yes, I know him.

9 Q Did you work with him for a number of years at  
10 the Nevada Department of Education?

11 A I worked with him quite a number of years, from  
12 the time he first came to the Department of Education and  
13 then after he left and went over to lead the Charter  
14 School Authority, and then when he came back as deputy  
15 superintendent and then superintendent.

16 Q In the course of this proceeding, the Authority  
17 is looking at this 60 percent issue, but they're also  
18 looking at how and if the school adequately cured the --  
19 if they do conclude we were below the 60 percent and that  
20 was a deficiency, they're going to look at how and if the  
21 school properly cured that deficiency.

22 Can you -- is there a way -- if part of that cure  
23 would be for the school to provide the data to demonstrate  
24 that students are coming to that school credit-deficient

1 and have an independent party validate that data, and that  
2 demonstrated that, if you take into account those  
3 credit-deficient students and the four-year cohort  
4 graduation rate, that school's graduation rate is above  
5 60 percent, do you think that would be something  
6 appropriate for this Authority board to consider either  
7 with respect to the alleged deficiency or the cure?

8 A And if I understand the question right, so it's  
9 whether or not the documentation of the credit status of  
10 the students enrolling in the school should be considered  
11 as part of the -- and how -- and what I didn't hear was  
12 whether or not you're asking if those students are then  
13 making, you know, credit -- adequate yearly progress  
14 towards graduation, because they come in credit-deficient  
15 and they stay credit-deficient, then that's -- that -- I  
16 mean, that doesn't help.

17 Q Right.

18 A But if they're making progress, they're  
19 accelerating towards graduation, then I think those  
20 numbers would be of interest.

21 Whether or not they would be -- you would be able  
22 to weight them the same as the cohort rate, I don't know.  
23 But they would -- they should be of interest to the board  
24 to know more about how the school is doing relative to the

1 population they are serving.

2 Q And is that something, based on your experience,  
3 that could be included in a charter contract or maybe by  
4 regulation to create sort of a set of rules, policy  
5 guidelines, standards that could be followed with respect  
6 to these issues and charter school accountability for this  
7 board?

8 MR. OTT: Objection to the extent that it calls  
9 for him to make a legal opinion about regulations.

10 MS. GRANIER: I'm not asking for a legal opinion.  
11 Just his own.

12 ACTING CHAIR GUINASSO: His opinion about what?

13 MS. GRANIER: About whether, you know, it could  
14 be something included in regulation or a charter contract  
15 to set up these types of standards or reporting guidelines  
16 for a school as part of a cure.

17 ACTING CHAIR GUINASSO: So you want him to let  
18 you know whether the fact of credit-deficient students and  
19 their progress, even if they don't graduate, should be  
20 included in a contract?

21 MS. GRANIER: What I'm trying to establish here,  
22 to give you some context, is that Mr. Ott has raised, gee,  
23 there's only statewide data available. Okay? And we're  
24 trying to establish that our cure and part of our cure

1 provided you reliable information. And we asked for the  
2 staff's input as to how we could make that information  
3 even more reliable and we did what was asked.

4 But if there are other criteria to make that data  
5 more available, we would be happy to hear them. I think  
6 there is information, important information out there.  
7 And you don't have to take the school's word for it.  
8 There's ways to get independent parties to look at it to  
9 confirm that these numbers are legitimate.

10 ACTING CHAIR GUINASSO: So what do you want him  
11 to say? You want him to say that including some of these  
12 standards in the contract would be a fair cure?

13 MS. GRANIER: Not a fair -- well, I wasn't  
14 exactly asking him for a cure but, you know, a mechanism  
15 that you could set up to provide for consideration  
16 relative to the graduate rate.

17 ACTING CHAIR GUINASSO: Yeah. Okay. Ask him  
18 that. That would be good.

19 MS. GRANIER: Okay.

20 BY MS. GRANIER:

21 Q Did you hear all of that, Dr. Vineyard?

22 A Yes, I did.

23 Q Could you respond to that question, please?

24 A I think, you know, to all parts of it, you know,

1 entering into this kind of a process to make decisions  
2 about how we're going to collect data and what kinds of  
3 data we can collect and how we might use it, the first  
4 thing we would do, and the first thing we did at the  
5 department is we would talk about setting up what we call  
6 business rules about how -- which -- you know, how we  
7 would collect data, which pieces would be included, how  
8 they would be weighted.

9           So I think in terms of setting up some  
10 definitions or business rules within the charter or the  
11 contract, if there are special circumstances around  
12 awarding a contract to a school, would be an important  
13 consideration to make.

14           Again, what those might be would be up to the  
15 Charter School Authority and the charter school board. I  
16 mean the board of the school and the Charter School  
17 Authority Board.

18           Q     Thank you. If you would turn to tab seven in  
19 that binder in front of you. For the record, we've marked  
20 that for the purpose of this hearing as Exhibit G. And  
21 just to familiarize yourself with the document, this is an  
22 excerpt of the minutes of the Senate Committee on  
23 Education from April 3rd, 2015, and the 78th session.

24           Do you see that?

1 A Yes, I do.

2 ACTING CHAIR GUINASSO: Which exhibit are we on?

3 MS. GRANIER: Exhibit -- tab seven, Exhibit G.

4 BY MS. GRANIER:

5 Q And I think you have testified you have known  
6 Dr. Canavero or worked with Dr. Canavero for a number of  
7 years and the fact that he is the current state  
8 superintendent of education?

9 A Yes.

10 Q Would you have any reason to question the  
11 reliability or credibility of a statement that  
12 Dr. Canavero made particularly to the legislative  
13 committee?

14 A No. No, I wouldn't.

15 Q And would you turn to the last page of this  
16 document, please. Do you see, toward the end of that  
17 page, a bold header of Dr. Canavero and then a statement?

18 A Yes, I do.

19 Q Would you read into the record for me that  
20 statement by Dr. Canavero before this legislative  
21 committee.

22 A The statement from Dr. Canavero, he is deputy  
23 superintendent for student achievement at that time. It  
24 said: It would be difficult to provide a definite number.

1 Approximately 20 schools would immediately qualify based  
2 on students' behavioral profiles. And --

3 Q I'm sorry. I meant the one underneath that.

4 A Oh.

5 Q The next to the bottom.

6 A The next one. Okay. So the next statement from  
7 Dr. Canavero says: The NDE can create, through  
8 regulation, if necessary, a flexible graduation rate  
9 requirement.

10 Q Do you disagree with that statement?

11 A No. We -- like I said, we created the graduation  
12 requirement that was used before the federally mandated  
13 cohort requirement. You know, I think that's one that we  
14 would -- the State would always calculate it and report  
15 because it is part of the U.S. Department of Education  
16 requirements, but the State is not limited to only  
17 calculating graduation in one way.

18 Q And you were talking about a number of other  
19 information data that is collected statewide that we  
20 haven't talked about today. Is testing another data point  
21 that is collected statewide that hasn't been discussed  
22 yet?

23 A Testing in terms of like for high school, what is  
24 the high school proficiency exam, and now it is the

1 end-of-course exams, yes. It's collected at every school,  
2 yeah.

3 Q And for that -- so that is something that could  
4 be -- you could look at that for Nevada Connections  
5 compared to other high schools throughout the state?

6 A Yes, it could. Unfortunately, for this  
7 graduation class this year and next year, the students had  
8 to sit for those tests, but there were no passing criteria  
9 established until the students graduated to next year.

10 Q And with respect to the 2015 and 2016 cohorts, is  
11 there data that's been reported?

12 A Those students would still be part of the high  
13 school proficiency exam. So those data should have been  
14 collected, yes.

15 Q Thank you. Would a four-star middle school be  
16 among the highest rated in the state, if you know?

17 A A four-star middle school? Well, there are  
18 only --

19 Q Yes.

20 A To be a five-star school at a middle school is  
21 pretty extraordinary. So four star would put them in the  
22 top quarter, anyway, of all the middle schools in the  
23 state, yes.

24 Q So would it be a good policy decision, in your

1 opinion, to shut down a four-star middle school based on  
2 the four-year graduation cohort rate in a K-12 school?

3 A I don't think that would be a good policy  
4 decision. My opinion, no.

5 MS. GRANIER: Thank you, Dr. Vineyard.

6 ACTING CHAIR GUINASSO: Okay. Board members, any  
7 questions? David -- Member Gardner. I'm sorry.

8 MEMBER GARDNER: Thank you very much. Just a  
9 couple questions.

10 You had previously mentioned that a five,  
11 four-and-a-half percent increase over one year would be  
12 considered a really good increase; is that correct?

13 THE WITNESS: Yes, I did.

14 MEMBER GARDNER: Would a four percent growth over  
15 five years be considered good as well? And we're talking  
16 about graduation rate. I apologize.

17 THE WITNESS: Four percent over five -- if it's  
18 annual growth, four percent annual growth over five years  
19 or four percent over a total -- a total over five years?

20 MEMBER GARDNER: It would be a total over five  
21 years.

22 THE WITNESS: That would be -- growth would --  
23 any growth would be good, but it certainly wouldn't be as  
24 good as five percent in one year.

1 MEMBER GARDNER: Okay. Just a couple more  
2 questions.

3 Under Nevada law, a charter school is a public  
4 school. Are they allowed to exclude certain students?

5 THE WITNESS: No, they're not.

6 MEMBER GARDNER: So no school would be allowed to  
7 say that we're not going to let credit-deficient students  
8 come into our school; is that correct?

9 THE WITNESS: That's right. As a public school,  
10 they accept all the students that are eligible, yeah.  
11 That apply.

12 MEMBER GARDNER: Okay. Were you involved with  
13 the Nevada Department of Education last session when SB  
14 509 was created?

15 THE WITNESS: I was working at the Department of  
16 Education at that time, yes. But again, the -- the  
17 interactions between the State Department of Education and  
18 the Legislature during that session were managed by  
19 Superintendent Erquiaga and Deputy Superintendent  
20 Canavero.

21 MEMBER GARDNER: Just two more.

22 You had mentioned possibly there being different  
23 calculations. Are there different calculations for  
24 graduation rate for any schools in this state, that you

1 know of?

2 THE WITNESS: At this time, the only rate that's  
3 calculated by the Department of Education is the four-year  
4 cohort rate.

5 MEMBER GARDNER: And so schools that are online  
6 are treated the same as -- brick-and-mortar schools are  
7 treated the same as your geographically zoned public  
8 school, correct?

9 THE WITNESS: That's right. Connections Academy  
10 is treated the same as Del Sol High School or Reno High  
11 School. They fall under the same rules unless there is an  
12 alternative framework, but very few schools qualify to be  
13 considered under that framework.

14 MEMBER GARDNER: Okay. And thank you for that.  
15 Just one final question, something I like to do when I  
16 have hearings.

17 Did you speak with anyone during the break  
18 regarding your testimony?

19 THE WITNESS: No, I didn't.

20 MEMBER GARDNER: Okay. Thank you very much.

21 ACTING CHAIR GUINASSO: Okay. Member Luna?

22 MEMBER LUNA: Thank you. Nora Luna.

23 Since the graduation rate, I guess, was not  
24 specifically defined in that SB 509, just in your

1 experience working with the State, what do you think the  
2 intent was? What do you think they intended to define as  
3 the graduation rate?

4 THE WITNESS: When I have asked my colleagues at  
5 the Department of Education when we were doing this,  
6 because it wasn't specifically defined differently, the  
7 Department of Education interpreted that as that they  
8 would use the federally defined rate calculation. They  
9 wouldn't -- the State wouldn't enact its own definition  
10 separate from the federal requirement.

11 MEMBER LUNA: Thank you. So Member Gardner asked  
12 if you knew if there were any schools using different  
13 definitions. There's not. They all use the same.

14 Do you know if other states use different  
15 definitions for different schools besides the alternative  
16 framework? I mean, I know that's one, but are you aware  
17 of any other states that have different graduation rate  
18 calculations for different schools?

19 THE WITNESS: I don't personally know of states  
20 that have -- of other states calculate graduation rates in  
21 multiple ways.

22 I know that all states do use the cohort rate,  
23 and it would be easy to determine if other states used  
24 multiple ways to calculate and report graduation, but I

1 don't have those data right now.

2 MEMBER LUNA: Okay. Thanks. The other question  
3 has to do with transiency rates. Do you know if they're  
4 calculated -- well, two.

5 So I think you said that Nevada Connections  
6 Academy transiency rate, is it 20 percent?

7 THE WITNESS: I'm not sure exactly what it is,  
8 but it's -- it's really much higher than a traditional  
9 school.

10 MEMBER LUNA: Okay. And transiency rate  
11 calculations, is it differentiated between in and out, or  
12 is it just one rate? Are you able to tell how many  
13 students came in versus how many left?

14 THE WITNESS: Yes you can.

15 MEMBER LUNA: Okay. And then, you know, the  
16 statement you read from Superintendent Canavero about the  
17 NDE being able to create a flexible graduation rate, I  
18 know that the State has used different ones. The lever  
19 and then they agreed to use the cohort.

20 Do you know of other times when they've talked  
21 about or discussed and looked at different ways to create  
22 a different -- or to make a different definition of the  
23 graduation rate?

24 THE WITNESS: I would say I know it's been

1 discussed widely in the department. One of the activities  
2 that I worked on when I was there was a long process. We  
3 were trying to come up with the Alternative School  
4 Performance Framework, and the definition of graduation  
5 rate as applied to alternative schools was a common topic.

6 I don't know as there's been a continuation of  
7 this discussion around a flexible -- flexible graduate  
8 rates, you know, that would apply differently to different  
9 schools. I don't know if that's continued in the  
10 department, but I know it's been discussed.

11 MEMBER LUNA: Okay. Thank you. Those are all my  
12 questions.

13 ACTING CHAIR GUINASSO: Thank you, Member Luna.  
14 Anybody else with questions?

15 Go ahead Member Corbett.

16 MEMBER CORBETT: Thank you. Not so much a maybe  
17 a question. Just I had the honor to work in the same  
18 world as Dr. Vineyard for three years when I was on the  
19 State Board of Ed, and definitely doing himself some  
20 justice. His expertise is second to none.

21 That being said, I also have a similar thought  
22 process of what Member Gardner brought up earlier at the  
23 beginning of the questioning and really trying to  
24 understand the line of questioning and it relates to what

1 the statute says.

2 And so I just wanted to go on the record again to  
3 share kind of -- and as the line of questioning has gone  
4 on, it actually became more -- that's continued to be more  
5 confirmed in my mind in terms of understanding the -- I  
6 understand it's an intellectually stimulating  
7 conversation, but in terms of the statute and its  
8 correlation, having a hard time being able to connect it.

9 ACTING CHAIR GUINASSO: Thank you for that  
10 comment.

11 Anybody else with any questions?

12 VICE CHAIR MACKEDON: This is Member Mackedon.

13 ACTING CHAIR GUINASSO: Yes, please go ahead.

14 VICE CHAIR MACKEDON: I just have one quick  
15 question.

16 In your opinion, should this board, with any  
17 school that comes before it, should we allow them to pull  
18 out any groups of students that are problematic?

19 For example, if we had a one-star or two-star  
20 elementary school, should we allow them to pull out their  
21 ELL student or their free and reduced lunch students and  
22 take that data into consideration rather than what the  
23 State has calculated?

24 THE WITNESS: I think that the -- that would be

1 an overbroad interpretation of what I talked about.

2 I think that there -- if they -- for any school  
3 that wanted to have any kind of exception for students  
4 that were -- not to include some students in part of their  
5 calculation, I think there would have to be some  
6 substantial justification. And I can't imagine what that  
7 would be right now for an elementary school not, you know,  
8 calculating all their students.

9 But the -- but I think that the -- that rather  
10 than just dismiss a request based on -- because it didn't  
11 sound -- because it was different than the other schools,  
12 I think you would want -- I would want to -- I would hope  
13 that the board would at least address the issues around it  
14 and ask for justification.

15 Again, I don't know what that would be for an  
16 elementary school like that, but it would be -- I would  
17 hope that that wouldn't dismiss requests out of hand just  
18 because they were -- they were different.

19 ACTING CHAIR GUINASSO: Any other questions,  
20 Member Mackedon?

21 VICE CHAIR MACKEDON: No.

22 ACTING CHAIR GUINASSO: Chair Johnson?

23 MEMBER JOHNSON: Yes. Thank you.

24 I just wanted to confirm, we, at the moment,

1 do -- are we able to determine definitively a percentage  
2 of credit-deficient students at any other schools across  
3 the state?

4 THE WITNESS: Could they -- could you determine  
5 the number -- percentage of credit-deficient students at  
6 any -- in any school at the state? Yes, it could be  
7 determined.

8 MEMBER JOHNSON: Is it -- is it a --

9 THE WITNESS: Those data are in the information  
10 system, yeah.

11 MEMBER JOHNSON: But it is a readily available  
12 number?

13 THE WITNESS: Again, I'm not sure how readily  
14 available you would need it to be. But, you know, in the  
15 statewide student information system, you could look at  
16 every school to determine whether or not the students --  
17 what the number of credits for students at the end of 10th  
18 grade were and whether or not there's -- it's  
19 credit-deficient is --

20 You know, it used to be, for a long time in  
21 regulation, if you didn't have 11 credits when you entered  
22 10th grade, you couldn't be an 11th grader. And so you'd  
23 be credit-deficient.

24 One of the data points that's calculated as part

1 of NSPF is the number of percentage of students in ninth  
2 grade that actually have earned at least five credits by  
3 the end of that first year. If they have, then they're  
4 considered to be credit-sufficient and making progress  
5 towards graduation. So those numbers are already  
6 calculated -- or collected and reported for every school.

7 I don't know -- and I think those are available  
8 for 10th grade and 11th grade, but the ninth grade ones  
9 are already reported.

10 MEMBER JOHNSON: Okay. Thank you.

11 ACTING CHAIR GUINASSO: Okay. Any other  
12 questions? I do -- I have a few questions.

13 Just for clarification, because I think Member  
14 Gardner and Member Corbett bring up good points. My view  
15 is similar to theirs in that we're limited with regard to  
16 what the statute provides. You know, graduation rate,  
17 what that graduation rate is.

18 And we've heard from this individual's testimony,  
19 along with the expert from yesterday, that NDE uses a  
20 graduation rate that's defined by the federal statute.  
21 And so I feel somewhat constrained in that regard.

22 But just for clarification, I've allowed the  
23 testimony because I think if I discern Connections  
24 Academy's argument correctly is that there's more to the

1 story besides the number, and what they're trying to do is  
2 tell a story behind what that number represents.

3 And while I don't think it changes the number for  
4 our purposes, I think it would ultimately go to what we  
5 consider are effective cures.

6 And so I think understanding their argument and  
7 understanding their analysis is important for the board in  
8 understanding Connections Academy's position.

9 So I just you wanted to state that for the record  
10 so that other board members would understand why I'm  
11 allowing the questioning to go forward in the way that  
12 it's gone, given what we understand our constraints are  
13 with regard to the statute.

14 But that being said -- I forgot your expert's  
15 name.

16 MS. GRANIER: Dr. Vineyard.

17 ACTING CHAIR GUINASSO: Dr. Vineyard, I  
18 apologize.

19 Dr. Vineyard, was it your testimony earlier that  
20 you said that no single data point can tell you how a  
21 school is performing? Is that right?

22 THE WITNESS: Yes. I think it can give you an  
23 indication of that, but I would want more than one data  
24 point to make a decision.

1           ACTING CHAIR GUINASSO: And we don't have any  
2 sound from Reno.

3           MR. PELTIER: Stand by.

4           ACTING CHAIR GUINASSO: Reno?

5           MR. PELTIER: Can you hear me now?

6           ACTING CHAIR GUINASSO: I wasn't able to hear the  
7 answer of the doctor because there's no sound coming  
8 through his microphone.

9           MR. PELTIER: Okay. Dr. Vineyard, could you do a  
10 quick check there?

11          THE WITNESS: Is it working now?

12          MR. PELTIER: Okay. Hold on one second. Let me  
13 see if I can switch the mic out.

14                   (Discussion off the record.)

15          THE WITNESS: How about now?

16          ACTING CHAIR GUINASSO: Perfect. So there we go.  
17 We didn't hear any of your answer to the question.

18          THE WITNESS: So I guess what I had said is that,  
19 if I remember the question, that, yeah, any one data point  
20 would be -- might be an indication of something, but I  
21 would want -- as a researcher, I would want more than one  
22 data point to draw a conclusion.

23                 So while we could -- while one data point could  
24 give us an idea of what to look for next, I don't think it

1 would be enough to make a decision.

2 ACTING CHAIR GUINASSO: So with regard to the  
3 graduation rate, is it your testimony that basing an  
4 accountability measure just on graduation rate would not  
5 be appropriate without other data?

6 THE WITNESS: Yes, that is my testimony. Just  
7 like when we used to rate schools based on whether or not  
8 they had made adequate yearly progress in ELA and math for  
9 all of their 35 different categories, but it was still a  
10 single status measure of a test that was taken one day.  
11 It's just like graduation rate. It's just one  
12 calculation.

13 ACTING CHAIR GUINASSO: Now I'm looking at NRS  
14 388A.330, and I'm in subsection one. And the language, as  
15 it currently read, is that the board may reconstitute the  
16 governing body or terminate the charter contract if any  
17 one of several criteria are present. And then it goes on  
18 to list different criteria.

19 And one of those criteria, for example, is if the  
20 charter school were to breach the terms or conditions of  
21 its charter contract. Would that sole data point be an  
22 appropriate data point to take accountability measures  
23 with?

24 And I'm not saying that's the case here. I'm

1 just trying to understand your testimony with regard to  
2 single data points and accountability.

3 THE WITNESS: Yeah. And I'm not sure. I think  
4 that breaching the terms of the charter I think would  
5 be -- would involve multiple data points. I don't think  
6 that would be a single value like graduation rate.

7 ACTING CHAIR GUINASSO: What about a failure to  
8 deploy generally accepted standards of fiscal management?

9 THE WITNESS: Again, I think that you'd want  
10 to -- so without knowing, you know, what the standards  
11 were that had been not met, it would be -- again, you  
12 know, I don't think that if -- I think that would be a --  
13 again, multiple data points. I don't think it would be --  
14 but it is one characteristic on that list, but I don't  
15 think it's -- it's not -- I see it as a very different  
16 kind of thing than graduation rate.

17 ACTING CHAIR GUINASSO: Well, what about failure  
18 to -- what if the school had persistently underperformed  
19 as measured by the performance indicators, measures, and  
20 metrics set forth in the performance framework for a  
21 charter school?

22 THE WITNESS: And again, I think that the  
23 persistent underperformance would take into account all  
24 the multiple measures that are part of that School

1 Performance Framework or the Charter School Framework. So  
2 I wouldn't point to one value.

3 ACTING CHAIR GUINASSO: Okay. So let's go back  
4 to grad rate for a second because that's in this list.

5 And what if we had a graduation rate that was  
6 persistently below 60 percent?

7 So let me represent to you that in -- the facts  
8 we're presented with, at least with regard to what NDE has  
9 reported Connection's graduation rate has been since 2011  
10 are as follows:

11 2011-2012, 26.5 percent. 2012-2013,  
12 36.08 percent. 2013-2014, 33.91. 2014-2015, 37.9 --  
13 .19 percent. 2015-2016, 35.63 percent. And then  
14 2016-'17, 40.09 percent.

15 So that's a graduation rate that appears to  
16 persistently be below 60 percent. Those are several data  
17 points, it would appear to be.

18 So you know, would that be a sufficient basis to  
19 then make some determinations about school performance?

20 THE WITNESS: I think the trend, you know, is --  
21 being less than 60 percent is clear.

22 Again, I don't -- you know, that cohort  
23 graduation rate does not take into account, you know, the  
24 growth of students at the school during those years, the

1 shifts in population.

2 So again, it's a -- it is a -- it's multiple  
3 values for the same measure. And I think even from the  
4 ones you read me, it does look like, at least if I am  
5 recalling it correctly, there is at least an upward trend.  
6 It's not a steep curve up. So it would indicate that  
7 they're making progress towards getting closer to that 60  
8 percent level.

9 ACTING CHAIR GUINASSO: It appears to me, just  
10 reviewing the statute, that these different factors that I  
11 have read to you -- and here's another one.

12 An elementary or middle school or a junior high  
13 school that is rated in the lowest five percent of  
14 elementary schools, middle schools, or junior high schools  
15 in state achievement, that would be another instance for  
16 holding a school accountable. Also people achievement and  
17 school performance.

18 And I guess when I look at the statute, it seems  
19 to put all of these factors, any one of which would lead  
20 to the board exercising its discretion, to either  
21 reconstitute or terminate -- reconstitute a board or  
22 terminate a charter contract. It seems like it puts all  
23 of these factors on equal footing, and any one of them  
24 could be used to hold a school accountable.

1           Would that be your understanding of how the  
2 statute is put together?

3           THE WITNESS: That's the way that the statute is  
4 put together. I think it is -- because the way -- because  
5 of the way that it's written, I think it would also -- I  
6 interpret it as saying it was -- any one of those factors  
7 could raise the issue with the board, and then that the  
8 board would then have to explore in more depth to make  
9 their decision.

10          ACTING CHAIR GUINASSO: That helps. So do you  
11 agree, then, with the Legislature's conclusion that grad  
12 rate is as important, for example, as persistent  
13 underperformance under a performance framework?

14          THE WITNESS: I think the graduation rate  
15 calculation is an important indicator for high schools  
16 to -- as a flag to know whether they're doing -- whether  
17 the students are getting the best service there or not.

18          Again, it's one -- and I think if you saw -- if I  
19 were on the board and I saw those low numbers, I would  
20 want to ask more questions about the school to find out  
21 more information about how those numbers -- what -- how  
22 those numbers came about and what we might -- and factors  
23 that contributed to those values, rather than, again, it's  
24 just a number.

1           So I would want to know more about how that  
2 number was reached rather than just comparing it to other  
3 numbers in a list.

4           ACTING CHAIR GUINASSO: What would be some of  
5 those questions that you would ask?

6           THE WITNESS: I think if I were -- any of those  
7 graduate rates, I would want to know -- again, if I were  
8 looking at the school, I would -- and I've been charged  
9 with doing a research project to sort of explore this  
10 further.

11           I would want to know sort of, again, how many of  
12 those students were there from ninth grade to 12th grade.  
13 How many came in at 10th grade and finished there. How  
14 many of the ninth graders that started there transferred  
15 out. What's the number of credits that students were  
16 earning each year depending on their grade level. In  
17 addition to credits, were they actually making -- were  
18 they passing their core courses in reading, in writing, in  
19 mathematics and science that are required under statute.

20           So if there -- and I would personally explore  
21 some of the options of saying, you know the what-if  
22 question.

23           So what if we accidentally calculated the rate  
24 based on -- for the school based on those students that

1 were there for all four years or for the students who were  
2 there at least half of their time in school, at least half  
3 of the years that they were? So they came in at least by  
4 the beginning of the 11th grade.

5 So because then, I would be pretty sure that I  
6 was basing the decision on whether or not that school was  
7 doing its job based on students that had actually been  
8 there enough time to be impacted by the instruction.

9 If a student came in at the beginning of 12th  
10 grade and they were behind, but they -- and they didn't  
11 graduate on time, is that -- would I want to charge that  
12 value to Connections Academy because that's where they  
13 were at the end of grade 12, or to the other school they  
14 were at from grade nine to grade 11 where they didn't make  
15 progress? So there are --

16 ACTING CHAIR GUINASSO: Are these the kind of  
17 questions --

18 THE WITNESS: There was --

19 ACTING CHAIR GUINASSO: I'm sorry, I didn't  
20 mean --

21 THE WITNESS: I could come up with a whole list  
22 of questions, yes.

23 ACTING CHAIR GUINASSO: Are these the kind of  
24 questions that the Nevada Department of Education would

1 ask, in your experience, in terms of holding schools  
2 accountable relative to grad rate?

3 THE WITNESS: I think if a rate dropped  
4 precipitously or changed dramatically, we would have done  
5 some exploration around, you know, the causes of that  
6 change, but I don't think that -- I cannot say that the  
7 Department of Education regularly conducts those kinds of  
8 investigations or asks those kinds of questions.

9 ACTING CHAIR GUINASSO: Okay. Now, I wanted to  
10 give you a few other data points with regard to what I  
11 think we have before us as a board and get your opinion.

12 Presently we have Connections Academy that, as I  
13 understand it, has a two-star elementary school. And it's  
14 been two star for the last two consecutive years, if I  
15 understood testimony here earlier correctly. It has a  
16 four-star middle school, and it has a high school with an  
17 average grad rate of 34.9 percent.

18 So my question for you is: What does this --  
19 what do these data points say to you about the overall  
20 performance of Connections Academy?

21 THE WITNESS: I would say it makes me curious  
22 about the school. I think the four-star middle school is  
23 a -- is a -- could be seen as a reflection of that the  
24 curriculum that they're offering and the way they're

1 offering it fits well with middle school students in terms  
2 of their proficient users of computers; they're readers;  
3 they can work more independently. And so the system seems  
4 to provide the flexibility and options for them to make  
5 progress.

6 For the elementary school, again, I have to say,  
7 I've never really been a big fan of virtual schools for  
8 elementary kids, just because I think it's a challenging  
9 thing enough to learn in a group with a teacher.

10 To learn by yourself at a computer, even with  
11 coaching at a computer when you're also trying to learn  
12 how to read and learn how to interact is more challenging.  
13 So the two stars there in terms of performance is not  
14 something I'm really surprised about. Although I think  
15 that I would want to know more about who those students  
16 are and how big a population that is in the elementary  
17 school.

18 The persistently -- the low graduation rates at  
19 high school, again, I would want to know -- I would want  
20 to start asking lots of questions from the ones I  
21 articulated just a few minutes ago about why that rate is  
22 low and has not come up more.

23 ACTING CHAIR GUINASSO: So it sounds like, based  
24 on what you just said, that you would be concerned or that

1 you share some of the concerns that we do as a board  
2 regarding the overall school performance. Is that fair to  
3 say? At least enough concerns to ask a lot of questions.

4 THE WITNESS: Yeah. So again, I think that  
5 the -- overall, the school performance is -- raises a lot  
6 of questions for me in terms of the way that it -- that  
7 the middle school is doing so well and the elementary  
8 school is struggling.

9 I think that they all -- all this -- all three  
10 components of the Connections Academy school probably have  
11 the same problems with students transferring in and out.  
12 And but I would -- seeing these numbers -- seeing these  
13 numbers, seeing these star ratings would make me want to  
14 ask a lot more questions.

15 ACTING CHAIR GUINASSO: So in your opinion, would  
16 our consideration regarding reconstitution of this board  
17 or closure be appropriate?

18 THE WITNESS: I guess I'm not sure. Your  
19 consideration is appropriate because it's yours. Whether  
20 I -- I think that the -- based on the available evidence,  
21 I would want to have a lot more than the star ratings and  
22 the graduation rates if I were making the consideration.

23 ACTING CHAIR GUINASSO: Okay. So our  
24 consideration now of these issues, the same issues that

1 you're raising, you think is appropriate given the data  
2 points that we have been presented with; is that right?

3 THE WITNESS: I guess I don't understand the  
4 question. I mean, again, the statute gives you the right  
5 to consider it, and the points are there. It's -- again,  
6 I think that the data points are enough to raise the  
7 question. I don't think the data points that we've talked  
8 about today are enough to make a decision.

9 ACTING CHAIR GUINASSO: Okay. Fair enough. I  
10 don't think I have any further questions.

11 Any other board members have any questions? All  
12 right.

13 Ms. Granier.

14 MS. GRANIER: Thank you.

15  
16 **FURTHER REDIRECT EXAMINATION**

17 BY MS. GRANIER:

18 Q I think it was Member Guinasso was asking you  
19 about different factors in the statute, NRS 388A.330, that  
20 could trigger possible consideration of reconstitution or  
21 closure.

22 The first one in the statute is that a charter  
23 school is a high school and receives three consecutive  
24 annual ratings, establishes the lowest rating possible

1 pursuant to the statewide system of accountability.

2           Would those ratings factor in more than just one  
3 single data point?

4           A     The ratings would, if they're based on the Nevada  
5 School Performance Framework, would include all of the  
6 values that are included as part of that calculation.

7           Q     What are some examples of those measures?

8           A     Okay. So the values that are included as part of  
9 the high school calculation, there's proficiency rates on  
10 the end-of-course tests and reading and math. There's a  
11 gap analysis between the IEP, free and reduced lunch, and  
12 English learner populations, and the state populations as  
13 a whole in terms of decreasing the gap in terms of  
14 performance.

15           There's a calculation rate. Graduation rate  
16 counts for 15 points out of the hundred.

17           College career readiness, whether they need  
18 remediation when they go to college. The percent earning  
19 advanced diploma, participation in the SAT/ACT. Passing  
20 the AP course, which is curious because I don't know how  
21 you can pass that test.

22           Average daily attendance and ninth grade  
23 credit-deficient -- whether or not they've made five  
24 credits by the end of ninth grade, those are all part of

1 the NSPF calculation.

2 ACTING CHAIR GUINASSO: Ms. Granier, I noticed  
3 that your witness is referring to a document. Is that in  
4 evidence.

5 MS. GRANIER: It is. I -- thank you for the  
6 question. I believe he's referring to the Nevada School  
7 Performance Framework. I handed that out to everyone  
8 before the hearing began, and I would ask that you take  
9 judicial notice of it as publicly available and easily  
10 verifiable.

11 ACTING CHAIR GUINASSO: Mr. Ott?

12 MR. OTT: I don't know if it's complete. My only  
13 concern is that it's complete. If it is, then I'm fine  
14 with it.

15 MS. GRANIER: Well, it's available online so it's  
16 pretty easy to check. Or if you want the rest of the  
17 document --

18 ACTING CHAIR GUINASSO: I'll just take your  
19 representation. Is it complete or is it an excerpt?

20 MS. GRANIER: Actually, my colleague, Erica  
21 Nannani in the north printed it out. So she could tell us  
22 if she printed out all of it. Or maybe Dr. Vineyard can  
23 tell us.

24 THE WITNESS: Yeah. The values that are in the

1 table that -- if it's the same one that I received, are  
2 the complete printout of the School Performance Framework  
3 Point Attribution Tables.

4 ACTING CHAIR GUINASSO: Okay. That's great. And  
5 which page were you looking at on that?

6 THE WITNESS: I was looking at the high school.  
7 There's a section called -- in the NSPF called: How are  
8 performance school performance scores computed? And  
9 there's an elementary school point attribution, middle  
10 school, and I was looking at the high school, which is the  
11 bottom third of the table.

12 ACTING CHAIR GUINASSO: Thank you. And I  
13 apologize for the interruption.

14 MS. GRANIER: No, no problem. And I apologize.  
15 I actually was -- I realized I was reading from the draft  
16 bill. And while that was in there, that's not in the  
17 current computation. So I just wanted to make that clear  
18 for the record.

19 Thank you. Dr. Vineyard.

20 ACTING CHAIR GUINASSO: Did you want this  
21 admitted as evidence or just for us to take judicial  
22 notice?

23 MS. GRANIER: Actually, if you would admit as  
24 evidence, that would be great. Thank you.

1 MR. PELTIER: Chairman Guinasso, this is Danny up  
2 in Reno.

3 I just spoke with Erica, and she can confirm that  
4 the Las Vegas location and the Reno location have the same  
5 document.

6 ACTING CHAIR GUINASSO: Okay. That's great. And  
7 I don't recall which was the last marking we gave. I'm  
8 going to just to say our last marking was AA. Is that --  
9 so we'll mark this BB.

10 MEMBER JOHNSON: Acting Chair Guinasso, is there  
11 any way --

12 ACTING CHAIR GUINASSO: I'll have Danny e-mail it  
13 to you.

14 MR. PELTIER: Yes, I can do that, Adam. I will  
15 work with Erica to get an electronic copy.

16 ACTING CHAIR GUINASSO: Okay. So the document  
17 called -- it says it's -- I don't know. It says  
18 Performance Framework. Nevada Department of Education  
19 Performance Framework. I just marked it as BB. I'd like  
20 to move to accept this document. Any second?

21 MEMBER CORBETT: Second.

22 ACTING CHAIR GUINASSO: All right. Member  
23 Corbett seconded. All those in favor?

24 ALL: Aye.

1           ACTING CHAIR GUINASSO: Any opposed?

2           (No audible response.)

3           ACTING CHAIR GUINASSO: Okay. It's now in  
4 evidence.

5                         (Motion to admit Exhibit No. BB made,  
6                         seconded, and carried unanimously.)

7 BY MS. GRANIER:

8           Q     Another board member asked you if other high  
9 schools throughout Nevada were treated the same in that  
10 they also report their graduation rate based on the  
11 four-year federal reporting requirement.

12                    Do you remember that?

13           A     Yes. And I would say all high schools report the  
14 four-year federal, you know, core rate.

15           Q     And then -- and even though they all report that,  
16 they all -- well, in this instance, is it your opinion  
17 that Nevada Connections Academy serves potentially a very  
18 different population than the traditional zone public high  
19 schools?

20           A     Without having access to all the data, I would  
21 not be able to say definitively, but just because of the  
22 kind of school it is and the nature of the instruction, I  
23 would expect that the population would be somewhat  
24 different than a traditional comprehensive high school.

1 Q And I believe you were asked if NDE would ask all  
2 of these questions in terms of holding schools accountable  
3 under the graduation rate data point.

4 So my question for you is: Does NDE close high  
5 schools based on that single data point?

6 A No, they don't.

7 Q Do they even put high schools in -- propose that  
8 high schools be put into the achievement district based on  
9 that single data point, if you know?

10 A I don't think that they have high schools or  
11 would recommend high schools as being part of the  
12 achievement district based on -- simply on graduation  
13 rate.

14 If there were a number of factors, then, you  
15 know, as part of the framework, then probably so, but they  
16 wouldn't use just graduation.

17 MS. GRANIER: Thank you.

18 ACTING CHAIR GUINASSO: Is that it?

19 MS. GRANIER: (No audible response.)

20 ACTING CHAIR GUINASSO: Okay. Mr. Ott?

21  
22 **RECROSS-EXAMINATION**

23 BY MR. OTT:

24 Q With regard to the question about the ASD that

1 was just asked, what is the basis of your knowledge about  
2 that?

3 A About? Again, could you clarify?

4 Q You just testified regarding whether or not the  
5 Department of Education would place a school into the  
6 Achievement School District based on the 60 percent  
7 graduation rate.

8 Do you remember that?

9 A Yes, I do.

10 MS. GRANIER: I didn't say based on 60 percent.  
11 I said based solely on the graduation rate.

12 BY MR. OTT:

13 Q With that correction, do you remember that?

14 A I do.

15 Q So what is the basis of your knowledge with  
16 regard to that question?

17 A Limited. At this point, I don't -- I've  
18 looked -- I don't think there are any high school on  
19 the -- in the Achievement School District, but I haven't  
20 looked at the list for this year.

21 Q Did you look at the eligibility list for last  
22 year?

23 A Again, I think I looked at the eligible list, but  
24 I don't know which schools from that list were actually

1 selected for the Achievement School District.

2 Q Do you understand -- or what do you understand  
3 the process of selection for the Achievement School  
4 District to be?

5 A I'm not real familiar with that, with the final  
6 decision about how schools are put on that list.

7 Q Do you know if there are multiple layers of  
8 eligibility cuts?

9 A Yes.

10 Q So when you said you didn't think there were any  
11 high schools in the Achievement School District, were you  
12 talking about the final schools that were selected to be  
13 part of the Achievement School District?

14 A Yes. I don't think -- I don't think there are  
15 any that made the final cut.

16 Q Do you know if there are any that made the  
17 initial qualification?

18 A I don't recall.

19 Q With regard to the -- strike that. Earlier you  
20 testified that the source of the data was important when  
21 considering certain data. Do you remember --

22 A Yes, I do.

23 Q -- testifying as to that?

24 A Yes.

1 Q What did you mean when you said the source of the  
2 data is important?

3 A I guess what I was thinking of is that they're --  
4 I mean, in terms of several different factors, if it's  
5 self-reported data from a school that's not been verified  
6 by any other criteria, then I would maybe weight that less  
7 than if it was data from a statewide assessment that was  
8 scored by a vendor and reported directly to the  
9 department.

10 So I would want to -- if I used data, I would  
11 always want to know the source of the data and if it had  
12 been independently verified or if a -- it's like asking a  
13 student if they're happy. You know, if they say yes, then  
14 you've got an answer, but it's not verified.

15 Q And when you talk about verification of data,  
16 what do you mean by verification of data?

17 A I would -- verification of data would be  
18 something that -- data that have been or could be  
19 independently analyzed and the results of that analysis  
20 compared to what was reported to me originally.

21 Q So for instance, if there was data regarding  
22 credit deficiency, would you want to make sure that the  
23 transcripts were reviewed so that the students were, in  
24 fact, credit-deficient and then also review the

1 calculations to make sure that they were done in  
2 accordance with the statistical principles that you're  
3 familiar with?

4 A Yes, I would. I mean, the data could be reported  
5 by the school and independently verified through the  
6 student information system.

7 Q The student information system that you just  
8 talked about, who has access to that?

9 A The statewide student information system is  
10 managed by the Department of Education. The data are  
11 uploaded from schools and districts to the department, and  
12 they do have -- the department asks districts to verify  
13 that the data are correct at multiple times through the  
14 year.

15 Q Does the Authority have access to that  
16 information system?

17 A Since the students are part of the -- actually,  
18 I'm not sure. If the department -- I would assume since  
19 they are public schools, that the student information --  
20 and they're rated for the most part using the School  
21 Performance Framework by the Department of Education, that  
22 those student data should be part of the same system that  
23 manages all the student data in the state.

24 VICE CHAIR MACKEDON: Mr. Ott, could I -- sorry.

1 I just want to make sure I understand what he's  
2 talking about. Are you talking about what we refer to  
3 Bighorn or Infinite Campus? I'm a little unsure what  
4 information system he's talking about.

5 THE WITNESS: I'm talking about the SAIN system  
6 which is --

7 VICE CHAIR MACKEDON: Thank you. Sorry.

8 THE WITNESS: -- which you access through  
9 Bighorn.

10 BY MR. OTT:

11 Q So does the -- what I was trying to --

12 MR. OTT: Does that clarify your question,  
13 Member Mackedon?

14 VICE CHAIR MACKEDON: Yes. Sorry if I missed  
15 that.

16 MR. OTT: No, that's fine.

17 BY MR. OTT:

18 Q So what I was trying to get at was: Does the  
19 State Public Charter School Authority have access to the  
20 statewide data within that system?

21 A I'm not a hundred percent sure, but I would  
22 assume that they do.

23 MR. OTT: I don't have anything further.

24 ACTING CHAIR GUINASSO: Ms. Granier?

1 MS. GRANIER: Thank you.

2 ACTING CHAIR GUINASSO: Doctor, we really  
3 appreciate you making time for us on a Saturday, on a  
4 Memorial Day weekend, to be with us today. We appreciate  
5 your testimony. You're now excused.

6 THE WITNESS: Thank you.

7 ACTING CHAIR GUINASSO: Okay. Let's see. It's  
8 11:30. Do you want to bring your next witness?

9 MS. GRANIER: Sure.

10 ACTING CHAIR GUINASSO: Okay.

11 MS. GRANIER: I'll call Matt Wicks.

12 (Discussion off the record.)

13 ACTING CHAIR GUINASSO: I really apologize. I  
14 needed to take some time to confer with counsel on a few  
15 issues pertaining to the rest of the day and just some of  
16 the options that I'll bring up later on the record.

17 It's currently 11:48. We just took basically a  
18 what amounted to a 15-minute break. So what I would like  
19 to do is proceed with this witness and maybe push our  
20 lunch back a little bit.

21 And is there any problem with that in Reno?

22 MR. PELTIER: No. I think we will -- do you have  
23 an idea of what time you think that we're going to be  
24 pushing that meal back to?

1           ACTING CHAIR GUINASSO:  What if -- what if we  
2 put -- well, what if we pushed it back to 1:00.  Would  
3 that be onerous for anybody?

4           MR. PELTIER:  Just as a heads-up, with the 1:00  
5 o'clock timeline, Ms. Granier may need to speak with  
6 Jafeth.

7           ACTING CHAIR GUINASSO:  Oh, we have that other  
8 witness scheduled.

9           MR. PELTIER:  From my understanding, that was a  
10 1:00 to 3:00 window.  I'm not sure if that still is.  But  
11 as far as we're concerned staffwise and the court  
12 reporter, we are okay with 1:00 o'clock.

13          ACTING CHAIR GUINASSO:  Yeah.  So if we have that  
14 other witness at 1:00, why don't we just go ahead and take  
15 our 30 minutes now.  And then what we'll do is we'll start  
16 at 12:20 with this witness.  If we have to stop and bring  
17 on the other witness, we can pause and then bring on the  
18 other witness and then bring him back on.

19          MS. GRANIER:  Okay.

20          ACTING CHAIR GUINASSO:  I think that would be  
21 the -- that will allow for the best flow with regard to  
22 the witnesses.

23                 So why don't we go ahead and break for lunch.  
24 We'll come back at 12:20 and go from there.

(The noon recess was taken at 11:49 a.m.)

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1 RENO, NEVADA, SATURDAY, MAY 27, 2017, 12:23 P.M.

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3  
4 ACTING CHAIR GUINASSO: Ms. Granier, are you  
5 ready? Are we ready -- I guess you guys said you're  
6 already ready in Reno.

7 MR. PELTIER: Yes.

8 ACTING CHAIR GUINASSO: Okay. All right. So  
9 we'll go ahead and proceed with Ms. Granier's next  
10 witness.

11 MS. GRANIER: Matt Wicks.

12 ACTING CHAIR GUINASSO: Oh, sorry.

13 (Witness sworn.)

14 ACTING CHAIR GUINASSO: Thank you.

15  
16 MATTHEW WICKS,

17 called as a witness on behalf of NCA,

18 was sworn and examined as follows:

19  
20 DIRECT EXAMINATION

21 BY MS. GRANIER:

22 Q Would you please state and spell your name for  
23 the record.

24 A Yes. Matthew, M-A-T-T-H-E-W; Wicks, W-I-C-K-S.

1 Q Are you currently employed?

2 A Yes, by Connections Education.

3 Q And what do you do for Connections Education?

4 A My title is vice president of data analysis and  
5 policy. And so in that role, I do a variety of policy  
6 analysis across the many states that Connections supports  
7 schools, as well as analyze different performance data for  
8 the schools to identify the information that's not at the  
9 surface level of the data.

10 Q And how long have you been doing that?

11 A I've been employed by Connections for about three  
12 years, and I've been in this role for about 18 months.

13 Q Prior to this role, what did you do for  
14 Connections?

15 A I was vice president of policy. So more of my  
16 focus was just on the policy and in -- as that role  
17 evolved, I began getting more involved in the data  
18 analysis aspects so my role changed.

19 Q Prior to that, where were you employed?

20 A I was the chief operating officer for the  
21 International Association for K-12 Online Learning, the  
22 leading -- it's a nonprofit organization. It's the  
23 leading organization for blended and online learning in  
24 the country as well as internationally.

1 Q And how long did you do that?

2 A I was there for about three years.

3 Q Prior to that?

4 A Prior to that, I had an independent consulting  
5 company, serving a variety of clients in the field of K  
6 through 12 online learning. I did that for about three or  
7 four years.

8 Q Okay. And then so how long have you been  
9 involved in education?

10 A I've been involved in education since 1996 and  
11 have been involved in K through 12 online learning since  
12 1999.

13 Prior to having my own independent consulting  
14 company, when I worked for the State of Illinois, I was a  
15 cofounder of the Illinois Virtual School, at that time  
16 known as the Illinois Virtual High School, which is the  
17 statewide supplemental online learning program of the  
18 state.

19 Q And what brings you here today?

20 A Well, in my role for Connections, I get involved,  
21 like I said, in data analysis of school performance. And  
22 specifically in the case of NCA, since graduation rate has  
23 been of concern, I've spent a lot of time analyzing and  
24 understanding kind of the story behind the data for the

1 past two graduation cohorts.

2 Q Okay. And I'm going to get to asking you to  
3 explain very specifically what you did. But before we get  
4 to that -- well, was there a time frame around -- were you  
5 looking at 2015 and 2016 data for NCA students?

6 A Yeah. I originally began looking at 2015 data  
7 because -- I don't remember the exact date I began working  
8 on this, but this was the time prior to the 2016 data  
9 being published by the State. Even before the 2016 data  
10 was published, we began looking at it internally, but  
11 obviously we couldn't finalize some of the analysis until  
12 the State finally released the 2016 data so that we would  
13 be able to know exactly which students were included and  
14 excluded from the cohort.

15 Q And again, before we get into the specifics of  
16 what you did, in your review of that data for 2015 and  
17 2016, was there anything remarkable to you?

18 A Well, there are two things that stood out for me  
19 especially. One was the percentage of students that  
20 arrived at the school credit-deficient. When I saw that  
21 that was roughly half -- it was just under half for the  
22 2016 cohort, just over half for the 2015 cohort -- that  
23 really stood out to me because that obviously has a huge  
24 impact on what the eventual graduation rate as calculated,

1 as a four-year adjusted cohort rate will do.

2 The other thing that really stood out to me was  
3 the average length of enrollment of all the students in  
4 the cohort. That turned out to be just under one and a  
5 half years. And since the four-year, as is indicated in  
6 the name, adjusted cohort rate, is a measurement of  
7 performance over a four-year period, when I saw that the  
8 average student only spent slightly under a year and a  
9 half, then I realized that the metric was not going to be  
10 very meaningful for NCA because the population served by  
11 NCA didn't meet the characteristics of what the four-year  
12 adjusted cohort was designed to measure.

13 Q And what was the four-year adjusted cohort  
14 designed to measure, if you know.

15 A Well, it was designed to create a standard way  
16 across states to measure graduation rate, taking into  
17 account that there is going to be some movement of  
18 students across the four years, what was designed  
19 essentially with in mind that students were relatively  
20 stable within a four-year period, and it was designed to  
21 show that reflection of the services that a school  
22 provided over a four-year period.

23 And so when you get to kind of outliers in all  
24 the school districts and schools that exist in the country

1 to a portion where the majority of students aren't there  
2 four years, and not just a slight majority but the vast  
3 majority, then the metric no longer serves the purpose it  
4 was designed to measure.

5 MS. GRANIER: Chair Guinasso, we have -- I have  
6 some visual aids that are demonstrative of the information  
7 that Mr. Wicks will be testifying to. May I put them up  
8 on the poster boards? And I can try to put them on a  
9 PowerPoint or hand out the PowerPoint, if that would be  
10 acceptable.

11 ACTING CHAIR GUINASSO: Sure. Please proceed.

12 MS. GRANIER: Okay. Thank you.

13 (Discussion off the record.)

14 BY MS. GRANIER:

15 Q Mr. Wicks, did you participate in the preparation  
16 of the poster board that I just put on the easel that is  
17 to your left?

18 A I provided the analysis that was used to prepare  
19 the poster board, yes.

20 Q Can you explain to us first what analysis you  
21 conducted, and then what is reflected in that poster board  
22 that is entitled NCA's Four-Year Adjusted Cohort  
23 Graduation Rates for 2016?

24 A So --

1 UNIDENTIFIED MALE SPEAKER: [Indiscernible].

2 MS. GRANIER: No. I'm just using it as -- to  
3 help you better understand the testimony that he's giving.

4 UNIDENTIFIED MALE SPEAKER: [Indiscernible] might  
5 be helpful.

6 MS. GRANIER: I think I have -- I have printed  
7 copies if you want me to hand them out, if that would be  
8 helpful.

9 ACTING CHAIR GUINASSO: Maybe it would be just so  
10 we can all see. I don't know -- in Reno, it's going to be  
11 difficult, and as well for Chair Johnson, to see what you  
12 are presenting.

13 MS. GRANIER: We can e-mail them to everybody.

14 VICE CHAIR MACKEDON: I have a handout. I've  
15 been given a hard copy.

16 ACTING CHAIR GUINASSO: Oh, do you? Okay.

17 Maybe mail it to Robert or -- no, Robert doesn't  
18 do e-mail outside of his office. Who do we have? Robert,  
19 who would you like --

20 UNIDENTIFIED MALE SPEAKER: [Indiscernible].

21 ACTING CHAIR GUINASSO: Maybe Danny, and Danny  
22 can make sure --

23 UNIDENTIFIED MALE SPEAKER: [Indiscernible].

24 ACTING CHAIR GUINASSO: Okay. So just send it to

1 Danny.

2 MS. GRANIER: Okay.

3 ACTING CHAIR GUINASSO: And then Danny will send  
4 the e-mail to all of us.

5 MS. GRANIER: Okay. In the interests of time, we  
6 can -- do you want us to go ahead and proceed?

7 ACTING CHAIR GUINASSO: Please.

8 BY MS. GRANIER:

9 Q Okay. So would you describe to us the analysis  
10 you did and what is represented on the poster board that  
11 has the title NCA's Four-Year Adjusted Cohort Graduation  
12 Rates for 2016.

13 A Right. So in general, for the analysis of what I  
14 did, is I took the data report that comes from the Nevada  
15 Department of Education that identifies each student that,  
16 as far as their graduation status and the official cohort,  
17 whether they're a graduate, a nongraduate, or transfer  
18 out, that data file also contains the specific codes that  
19 are related to that.

20 So for example, it might show that they were a  
21 nongraduate because they transferred to an adult education  
22 program. Might show that they are a graduate with an  
23 advanced diploma.

24 I then combined that information with information

1 stored in the data system that Nevada Connections Academy  
2 uses to get other data points about the students.

3 So for example, one of the graduation rates talks  
4 about students that arrive credit-deficient. So I would  
5 use data about their credit accumulation history to  
6 determine which students arrived credit-deficient or not.

7 Q And how are you defining credit-deficient?

8 A I am defining credit-deficient based on the  
9 number of credits that they earned prior to enrolling at  
10 NCA and comparing that to the expected number of credits  
11 that a student would earn. And the expected number of  
12 credits a student would earn would be based on the year  
13 and semester that they enrolled.

14 So for example, a student that enrolled in  
15 Connection Academy for the first time, their first  
16 semester of their 11th-grade year would be expected to  
17 have earned 11 credits prior to arrival. So if you have  
18 earned less than 11 credits, then you would be  
19 credit-deficient.

20 We then further characterized my analysis,  
21 students that were credit-deficient based on how many  
22 credits that they were deficient. So a student that was  
23 less than two and a half credits deficient we  
24 characterized as slightly credit-deficient, as a student

1 that was somewhere between two and a half but -- at least  
2 two and a half but less than five, we characterized as  
3 being at least one semester credit-deficient. They were  
4 missing at least enough credits for an entire semester's  
5 worth of work.

6 And a student that arrived five or more credits  
7 deficient we characterized as being at least one year  
8 credit-deficient. In other words, they were missing  
9 enough credits that they had an entire year's worth to  
10 make up.

11 Q Thank you.

12 A So on the poster board, you see four different  
13 graduation rate calculations based on different rules.  
14 The first calculation shows what the four-year adjusted  
15 cohort graduation rate was as computed by the Nevada  
16 Department of Education and reconfirmed by my own  
17 analysis.

18 The second calculation is based on applying  
19 aspects of Nevada state law on what students should be  
20 considered as dropouts or not. And specifically, what was  
21 done is any student that received an adjusted diploma,  
22 which is essentially a student that has an Individual  
23 Educational Plan and meets those -- quality in the  
24 four-year adjusted cohort rate, they are classified as

1 nongraduates.

2 And that second one there, graduate, classified  
3 as graduates. And then certain students were removed from  
4 the cohort entirely based on the Nevada statutes.  
5 Specifically students that, according to their accent code  
6 from the NDA data, went to an adult education program or  
7 students that, based on data that we had, had earned a  
8 GED. So you can see, based on that calculation on the  
9 slightly different cohort of students, it goes up to  
10 46.5 percent.

11 The third calculation is based on that, but then  
12 also adds in students that have either graduated during  
13 their fifth year of high school or are on target to  
14 graduate at the end of this fifth year, which is obviously  
15 coming up in a matter of weeks. So that was another  
16 exclusion. And from there, you can see again that  
17 graduation rate went up slightly to just over 50 percent.

18 The fourth calculation is a separate calculation  
19 entirely, and that's based on this credit-deficiency that  
20 I was discussing earlier. We said if you excluded all the  
21 nongraduates that arrived one semester credit-deficient or  
22 more -- so those final two categories -- if those had not  
23 been part of the cohort, what would the graduation rate  
24 be?

1           Beyond that, using all the same rules as the  
2 four-year adjusted cohort graduation rate. And you see in  
3 that case, there's a dramatic increase in the graduation  
4 rate. It goes to over 60 percent.

5           And then the final graduation calculation is  
6 looking at students that spent their entire high school  
7 career at Nevada Connections Academy. They enrolled as a  
8 freshman, and then they stayed either until they graduated  
9 or until the end of their senior year. And I say until  
10 they graduated because it does include some students that  
11 graduated in three years.

12           And so then if you look at that subset of all the  
13 students, then you see that there's an 87.5 percent of  
14 those students graduated.

15           And this one, this chart is very similar, except  
16 it's not showing that final graduation rate. The four  
17 items are the same -- the first four items on that first  
18 chart.

19           Q     And then did you perform the same analysis for  
20 2015?

21           A     I did.

22           Q     Okay.

23           A     The only difference between the analysis for 2015  
24 and 2016 is because, at this point, the fifth year of high

1 school has passed. We would now be in the sixth year of  
2 high school. That calculation including fifth year is not  
3 looking on those -- on targeted to graduate in five years.  
4 It was the actual students that did graduate within their  
5 fifth year.

6 So beyond that, the first calculation is the  
7 four-year adjusted cohort rate as calculated by NDE. And  
8 we can confirm the second calculation takes into those  
9 aspects of Nevada state law converting adjusted diploma  
10 recipients to graduates and removing students that  
11 transferred into adult ed or received their GED.

12 The third one is then also excluding students  
13 that did graduate in the fifth year. The fourth one is,  
14 again, not related to those first three, but is looking at  
15 eliminating all those students that arrived at least a  
16 semester credit-deficient.

17 And really, that fourth calculation is really the  
18 most significant one when you're looking about the school  
19 because when you remove all the students that came in  
20 highly credit-deficient, what you are essentially doing is  
21 removing the students that some other school really failed  
22 them, and that's why they were credit-deficient.

23 So it's a more accurate description of the  
24 students that NCA actually had an opportunity to impact.

1           And then finally, that fifth calculation is,  
2 again, looking at those subset of students that spent  
3 their entire high school career at NCA. So again, you see  
4 that study increase.

5           You also, when you look at the 2016 versus the  
6 2015, you see across the board how there was improvement  
7 in the 2016 cohort versus the 2015 cohort.

8           Q     That last point you made about taking into  
9 account that certain students came to the school  
10 credit-deficient, did you look at where those students  
11 came from?

12          A     Yes, I did. As part of the standard enrollment  
13 process into NCA, we capture, if it's available, the  
14 previous school that they attended. Obviously, we're  
15 receiving transcripts from those schools so that's  
16 recorded. And so we looked at where those  
17 credit-deficient students came from, which is represented  
18 on the right side.

19          And as you can see, the largest number came from  
20 Clark County. Almost half of the credit-deficient  
21 students came from Clark. The next largest is Washoe.  
22 And, of course, those are the two largest school districts  
23 in Nevada. And then you can see that 10.3 percent  
24 represents the other districts.

1           So you are really seeing in excess of 60 percent  
2 of the students that arrive credit-deficient came from  
3 some other school district in Nevada.

4           Q     And I think you may have said this in a prior  
5 poster board, but if you calculate NCA's graduation rate  
6 without the students who arrived at NCA at least one  
7 semester or more credit-deficient, what is the rate?

8           A     Yeah. In the 2016 cohort, that gets to  
9 62.2 percent, and in the 2015 cohort, it's 57.2.

10          Q     Thank you. Will you share with us your analysis  
11 that is reflected on the board I just put up entitled 2016  
12 NCA nongraduate.

13          A     Two other aspects that we looked at on the  
14 analysis is when the student arrived and the level of  
15 credit deficiency. It's really this combination of  
16 factors.

17                Obviously, the later in the high school career a  
18 student arrives, the less time they have to make up  
19 whatever credits that they're missing. And the more  
20 credit-deficient they are, the more challenging it's going  
21 to be to make up the credits for an on-time graduation.

22                When you combine those two factors, you get a  
23 student that arrives very late in their high school career  
24 and is highly credit-deficient. That's kind of, you know,

1 the killer categories, is what I have termed them in. It  
2 may not be 100 percent impossible, but it's highly  
3 unlikely.

4 So here you can see how the largest percentage of  
5 students that came credit-deficient arrived sometime  
6 during their 11th-grade year. That includes the second  
7 semester of the 11th-grade year. And the next portion is  
8 12 graders.

9 So between those two, 84 percent of the  
10 credit-deficient students arrived with two or less years  
11 to make up those credits. At the same time, you can see  
12 that over half of the students that arrived  
13 credit-deficient actually were in the category of one or  
14 more years credit-deficient.

15 And again, if you then combine that with the one  
16 semester behind, that's the one for the previous chart  
17 that we said excluded the highly credit-deficient. Just  
18 over 80 percent of the credit-deficient nongraduates were  
19 in that highly credit-deficient, missing either at least  
20 one semester or even the majority of them missing a full  
21 year.

22 Q So just to be sure I understood what you said  
23 correctly, 49 percent of the students in the cohort come  
24 credit-deficient, and then within that 49 percent or 163

1 students, 84 percent of them are credit-deficient by at  
2 least a year or more, or they became in their 11th- or  
3 12th-grade year behind?

4 A Yeah. Those, too. And to be clear, this chart  
5 is focusing on the nongraduates so the 49 percent is  
6 referring to the entire cohort, including those students  
7 that came in credit-deficient and made up their credits  
8 and graduated on time.

9 But just focusing in on that percentage of  
10 students that were classified as nongraduates, 84 percent  
11 of those arrived their junior year or later, and just over  
12 80 percent arrived at least a semester credit-deficient  
13 with half of them arriving at least one year  
14 credit-deficient.

15 Q Okay. Before I put the next board up, you do a  
16 fair amount of data analysis across various states?

17 A Yes. Connections supports full-time schools in  
18 over 20 states, and I don't necessarily get involved in  
19 every single set. I do get involved in many of them.

20 Q And as a professional doing that, is it important  
21 to you that the data you're relying upon be reliable?

22 A Absolutely.

23 Q Okay. And do you feel that any of the data that  
24 you relied upon for this analysis was unreliable in any

1 way?

2 A No. I mean, the core of the data, first of all,  
3 came from the Nevada Department of Education, which is the  
4 standard I use when I'm working in other states. And then  
5 when you look at the data that came from the data systems  
6 within the NCA and other Connections-supported schools  
7 use, for example, the credit information, that's the same  
8 information that gets submitted and certified within the  
9 Nevada Department of Education when a student is  
10 graduating. That information is reviewed by certified  
11 counselors when they're reviewing the transcripts so all  
12 of the data is very reliable.

13 Q And it sounds like it is in most respects the  
14 same either from the NDE or data relied on by the NDE?

15 A Right. NDE, of course, not just for Nevada  
16 Connections Academy, but across all the schools in the  
17 state, requires schools to submit various data items, and  
18 that's, you know, what they rely on.

19 And so this is all either data that directly gets  
20 submitted to the NDE or is data in the system that is  
21 derived for everything. Not all of these items are  
22 reported directly to NDE, but they're all based on data  
23 that is the type of data that gets reported to them.

24 Q And again, did you perform this same level of

1 analysis for 2015?

2 A Absolutely. So this is structured, you know,  
3 similar to the 2015 cohort. And when you -- one thing  
4 that was also of note to me as I did the two cohorts, when  
5 you look at kind of the incoming characteristics, you  
6 know, what percentage of students arrived  
7 credit-deficient, you know, the level of severity, you  
8 know, the two cohorts are very similar. Obviously not  
9 identical.

10 In this case, typically, 50.3 percent arrived  
11 credit-deficient versus the 2016 49.7. I mean, that's  
12 just kind of the normal variability.

13 There was some differences in what year they  
14 arrived, and the 2016 was more common to arrive as a 11th  
15 grader, and the 2015 cohort was more common to arrive as a  
16 12 grader as far as credit-deficient students, but  
17 essentially they're very similar.

18 And again, if you look at where the  
19 credit-deficient students arrived, they're very similar,  
20 of course, by differences, as you would expect, from year  
21 to year, but they're substantially the same type of  
22 information.

23 So essentially, the input characteristics of the  
24 two cohorts was not distinguishable other than, you know,

1 the specific details, of course, were going to be slightly  
2 different.

3 Q Thank you.

4 MS. GRANIER: I had a PowerPoint. I'm having  
5 trouble getting it up. I have a printed version. Is it  
6 all right if I hand it out? And I believe it's being  
7 provided in the north as well.

8 ACTING CHAIR GUINASSO: Yes.

9 BY MS. GRANIER:

10 Q Mr. Wicks, I've handed you a copy of the  
11 demonstrative piece that I've also handed out here. It's  
12 entitled Nevada Connections Academy Academic Performance.  
13 The second slide on the first page says Statewide  
14 Assessments Overview. Do you see that?

15 A Yes.

16 Q And is this something that was prepared by you or  
17 at your direction?

18 A Yes. And in fact, this is the type of analysis  
19 that I get involved with across all the schools that  
20 Connections supports. So this -- yeah, this is obviously  
21 specific to NCA, but it's something that, at the corporate  
22 level, we look across all schools.

23 Q And why do you do that?

24 A Because one of the things, you know, since, for

1 the most part, except on the fewer minor exceptions from  
2 state to state, the attendance range is across the state.  
3 One thing we're very interested in seeing is how our  
4 students are performing in comparison to state averages.  
5 We think that's kind of the most accurate comparison  
6 point.

7 And so we look at state assessments not only to  
8 see in that individual year how they're doing, what are  
9 the trends, has that school both improved from year to  
10 year, but also in comparison to the state.

11 Q And so would you walk us through -- what are  
12 you -- I'm sorry. Strike that.

13 In the first slide, Statewide Assessments  
14 Overview, what's the information you've provided us there?

15 A Right. So different states will perform  
16 different assessments in the case of -- and those have  
17 changed over time from state to state, but in Nevada, for  
18 this -- the most recent year, what data is available,  
19 which is the '15-'16 school year, at the high school  
20 level, except in science, they are issuing end-of-course  
21 examples. And in science, they're still doing a grade ten  
22 exam that's going to be replaced by an end-of-course exam  
23 next year.

24 And at the three-through-eight level, for English

1 language arts and math, those use the Smarter Balanced  
2 Assessment, which is a consortium that's used in some  
3 other states. In science, they're using a criterion  
4 reference test and is only tested at two grade levels,  
5 which is typical across most states.

6 Q Thank you. And continuing on, did you take a  
7 look at historical performance of NCA's high school  
8 students on the statewide assessment?

9 A Right, which is on the second page of this at the  
10 end. First of all, when you start with English language  
11 arts, you notice how NCA performs significantly better  
12 than the state average on those two end-of-course;  
13 assessments.

14 But when you look at historically, you know,  
15 going back all the way to 2008-2009, generally, the school  
16 has performed at or above the same level. And, like I  
17 said, 2015-2016 shows one of the strongest performances on  
18 English language arts.

19 You continue on, and you look at math, which is  
20 an area where the school does not perform as strongly as  
21 in reading, we generally use a criteria that if you're  
22 within a few percentage points of the state average,  
23 whether that's exceeding or below, that that's essentially  
24 considered equivalent, and that's just a statistical item.

1 So you -- I'm sorry? I thought I heard someone say  
2 something.

3 So you can see again in math, this year, the  
4 school performed at about the same level as the state,  
5 which in the more recent history was fairly typical. If  
6 you go back, you know, five, six years ago, you can see  
7 the school was performing below the level of the state,  
8 but they have come off.

9 And then, finally, you look at science at the  
10 high school level, again, this year, they performed quite  
11 a bit above the state average. And when you look at  
12 historically, they've some years performed below, but  
13 generally have performed either above or about at the  
14 state average.

15 Q And when you looked at this data, did you also  
16 consider demographic composition of the students?

17 A Right. So we looked -- you know, the State, in  
18 the data that they released, breaks it down by various  
19 subgroups. So two of the largest subgroups with NCA are  
20 the Hispanic student population, and those students  
21 qualify for the free and reduced lunch.

22 So we -- and that population, if you look --  
23 that's both page 4 and 5 -- you can see that it stays  
24 relatively stable whether you're looking at elementary

1 middle school or high school, you know. Slight  
2 differences, but it's essentially the same demographic  
3 makeup across all three grade spans.

4 Q And what is the percentage population that you --  
5 Nevada Connections serves who qualify for free or  
6 reduced-price lunch?

7 A Across all schools, it was 43, just over  
8 43 percent.

9 Q Across all grades?

10 A Across all grades.

11 Q Okay.

12 A It should also be noted that in schools like  
13 Nevada Connections Academy, the free and reduced lunch  
14 population tends to be slightly underreported. As a  
15 virtual school, there is no lunch so they don't -- there's  
16 less incentive for families to provide that data, but it  
17 is the official data that is reported.

18 Q Thank you. And it looks like you also looked at  
19 end-of-course ELA exams?

20 A Right. We then looked at -- we broke that down  
21 not just for all students, but we broke it down for the  
22 Hispanic students and the free and reduced lunch comparing  
23 the performance of Hispanic students at NCA versus  
24 Hispanic students in the state. Same thing for free and

1 reduced lunch.

2 So for ELA, you can see, again, significant  
3 exceeding of those across both total and in the subgroups.  
4 That's at the bottom of page 6.

5 On top of page 7, where in math, we were kind of  
6 just about at the state average. And that's also true for  
7 the free and reduced lunch and Hispanic students, except  
8 in one of the end-of-course math exams where the Hispanic  
9 students at NCA significantly outperformed the state  
10 average of NCA.

11 And then when you look at the science at the  
12 bottom of page 7, again, both for overall and by those  
13 subgroups, NCA outperformed the state average.

14 Q Thank you. And looking at page 8?

15 A Yeah. As you go to page 8, this is broken down  
16 by the elementary school and middle school bands starting  
17 with English language arts across the board, exceeding  
18 those. But then you notice, again, the high school's  
19 Hispanic students exceptionally outperformed the state  
20 average.

21 When you go to the bottom of page 8 and you're  
22 looking at the math performance, again, you're seeing both  
23 the subgroups pretty much mirror the overall where it's  
24 right about at the state average. In a few cases, it's

1 slightly over. In a few cases, it's slightly above, but I  
2 would characterize those as all equivalent because they're  
3 within that range of what you would consider.

4 And then finally, when you get to page 9, this is  
5 for the science assessments. And again, the elementary  
6 level you see broken down from Hispanic and free and  
7 reduced lunch. Those are two cases where NCA far exceeds  
8 the state average. Throughout the rest of it, you would  
9 either say they exceed or would be equivalent, although in  
10 all cases, they're at least slightly over. But in some of  
11 the cases, it's close enough that you would say  
12 equivalent.

13 And I would just note, since, you know, I look at  
14 this type of data across, you know, 20-plus schools,  
15 Nevada Connections Academy, when comparing their '15-'16  
16 state assessment results, is one of the strongest  
17 performers in relationship to the state across all  
18 Connections-supported schools.

19 And to be clear on what I mean, we're not talking  
20 about the percent proficient because tests are different  
21 from state to state. What we look at is how a school is  
22 doing compared to the state average because that's what  
23 really matters.

24 You can't make actual just proficiency percentage

1 comparisons between state to state unless they happen to  
2 use the same assessment.

3 Q And when you emphasize the importance of  
4 statewide and state-reported assessments for purposes of  
5 measuring between state to state, does that mean that you  
6 find the data reported and relied upon related to  
7 credit-deficiency any less material to this discussion  
8 because it's not compared, it's not reported on a  
9 comparable basis from state to state?

10 A I'm sorry. Could you repeat that question? I'm  
11 sorry.

12 Q Sure. There's been discussion here that you have  
13 not been privy to because you're excluded from the room.

14 But the question is, you know, before your cohort  
15 graduation is state reported, the assessments that you  
16 just cited are state reported. And you just made  
17 reference to you can compare that information from state  
18 to state.

19 The percentage of credit-deficient students  
20 served by a school, some have said, is not the same type  
21 of data point that is published statewide and comparable  
22 state to state. Do you have a reaction to that?

23 A Well, it is an accurate statement that it isn't  
24 data that's universally reported state to state because

1 it's generally -- there's federal requirement which, when  
2 there's a federal requirement is when you're going to see  
3 that consistency of reporting from state to state.

4 But that doesn't mean the data isn't reliable or  
5 relevant. And when you're looking at graduation rate, the  
6 two factors that are most significant in determining that  
7 is how long you served the student and how  
8 credit-deficient they are when they arrive. That's going  
9 to predict that.

10 And, you know, when I look at other states, and  
11 I -- you know, and some schools supported by Connections  
12 have significantly higher four-year adjusted cohort rates  
13 with NCA, and then I look at their percentage of  
14 credit-deficient students using the same methodology, and  
15 guess what. It's a significantly lower amount.

16 So it's very predictive. The percentage of  
17 credit-deficient enrolling is going to predict what the  
18 graduation rate is with, you know, some level of  
19 certainty.

20 Q Do you know, are there other states that use a  
21 graduation rate other than the four-year cohort graduation  
22 rate for accountability purposes within that state?

23 A Yes, there are states. Of course, all states  
24 have to report the four-year adjusted cohort rate under

1 the federal government. That's a federal requirement.

2 But Arizona and New Mexico, in specific, have  
3 other graduation rate calculations that they use within  
4 their accountability systems and for making decisions  
5 other than what is required to be reported to the federal  
6 government.

7 Because the federal government, of course,  
8 requires certain things, that doesn't mean the states  
9 don't have the ability to do other calculations for  
10 decisions that are specific to that state.

11 Q And if --

12 ACTING CHAIR GUINASSO: Ms. Granier, sorry to  
13 interrupt you. It's 1:07. I wasn't sure if you wanted to  
14 wait to bring your other witness on.

15 MS. GRANIER: We told her we'd bring her on by  
16 2:00.

17 ACTING CHAIR GUINASSO: Okay.

18 MS. GRANIER: Thank you. I appreciate the  
19 reminder.

20 BY MS. GRANIER:

21 Q If you know, how do those other states approach  
22 identifying graduation rate if they're not relying on the  
23 four-year cohort?

24 A Let me start with Arizona. And I find Arizona

1 specifically instructive in this purpose because when they  
2 developed different ways of looking at graduation rates  
3 for different populations of schools and different types  
4 of schools, one of the types of schools, what I refer to  
5 as AOI schools, Arizona online initiative schools, you  
6 know, the equivalent of what NCA is -- and Yovhane  
7 Metcalfe was the chief accountability officer for the  
8 State of Arizona at the time.

9 She said her motivation for looking at those  
10 specific schools was to identify those schools that were  
11 receiving false positives. In other words, when you  
12 looked at the four-year adjusted cohort graduation rate,  
13 it looked -- there was a problem, but she knew from a  
14 deeper dive into the data, that wasn't really the problem  
15 with the school.

16 And since she had limited federal funds to apply  
17 to providing support to schools, she wanted to make sure  
18 that those funds went to the schools that were really  
19 having the problem so that she was making efficient use of  
20 the financial resources.

21 So in Arizona, what they used in that  
22 accountability system is they looked at the adjusted  
23 cohort graduation for four-year, five-year, six-year, and  
24 seven-year. And they also looked at calculations that

1 they call a persistence factor which is looking to see  
2 what percentage of credit-deficient students continue to  
3 enroll beyond a fourth year.

4 And then the best rate out of all of those is  
5 what is used in their calculation.

6 Q Thank you. And do you know whether there are --  
7 there is any report available that identifies the  
8 percentage population of credit-deficient students in  
9 schools in Nevada?

10 A Yeah. The -- let me just look at my notes so  
11 that I'm getting this correct.

12 The Nevada Education Data Book, which is compiled  
13 by the Nevada Legislative Counsel Bureau that provides  
14 information about credit-deficient students, it isn't the  
15 same type of calculation that has been used in our  
16 analysis because, in our analysis, what we've been focused  
17 on is the credit-deficiency at their time of enrollment.  
18 And that report looks at how many credit-deficient that  
19 are enrolled at that school in a specific amount of time.

20 So it's going to combine, of course, some  
21 students that arrived at that school credit-deficient, and  
22 it's going to include some students that became  
23 credit-deficient while at that school.

24 Q Okay. Thank you. Anything else? Any other

1 publicly available information that helps people  
2 understand --

3 A Not that I'm aware of.

4 Q No. Okay.

5 MS. GRANIER: Member Guinasso, for the record, we  
6 have the 2015 Nevada Education Data Book. It is publicly  
7 available, but we had identified it behind tab 31 as a  
8 potential exhibit. So if you took judicial notice of it,  
9 there's an excerpt of it in the record we could mark.

10 ACTING CHAIR GUINASSO: Okay. Well, we'll go  
11 ahead and take judicial notice of it.

12 MS. GRANIER: Okay.

13 ACTING CHAIR GUINASSO: Unless Mr. Ott has any  
14 objection.

15 MR. OTT: I'd just like to look at it.

16 So this is just an excerpt. I guess we should  
17 just take judicial notice of the whole document.

18 ACTING CHAIR GUINASSO: Are you okay with that?

19 MR. OTT: Yeah.

20 ACTING CHAIR GUINASSO: Okay. Then we'll take  
21 judicial notice of the whole document. It's under tab 31.  
22 What was the original exhibit?

23 MS. GRANIER: I don't believe -- it was one that  
24 was not marked.

1           ACTING CHAIR GUINASSO: It wasn't marked. Okay.  
2 We left off at BB. So we'll mark that one as CC. I'll  
3 move for its acceptance based on the -- what counsel has  
4 provided. In fact, we can take judicial notice of it and  
5 the fact that opposing counsel or the Authority hasn't  
6 objected to it. Can I get a second?

7           MEMBER CORBETT: Member Corbett, second.

8           ACTING CHAIR GUINASSO: All right. Member  
9 Corbett seconds. All those in favor?

10          ALL: Aye.

11          ACTING CHAIR GUINASSO: Aye. Any opposed?

12          (No audible response.)

13          ACTING CHAIR GUINASSO: Okay. It passes.

14                   (Motion to admit Exhibit No. CC made,  
15                   seconded, and carried unanimously.)

16          MS. GRANIER: Thank you. And I apologize for  
17 this. It appears the page that was printed for the binder  
18 was page 34 of that, and we -- what I intended to include  
19 was page 33, which reflects the information Mr. Wicks just  
20 testified to. So --

21          ACTING CHAIR GUINASSO: We admitted the entire  
22 document.

23          MS. GRANIER: Oh, okay. Perfect. Thank you.

24          ACTING CHAIR GUINASSO: So you can refer to any

1 of it. The whole document. How many pages are in that  
2 document?

3 MS. GRANIER: So the whole document is not behind  
4 the tab. It's 200 pages, but I'm happy to submit a  
5 printed copy for the record.

6 ACTING CHAIR GUINASSO: It looks like the --  
7 Mr. Ott, do you have the entire document there, or no?

8 MR. OTT: We're looking --

9 MS. GRANIER: It's online.

10 MR. OTT: We're looking at it. So yeah, I can  
11 access it.

12 ACTING CHAIR GUINASSO: Okay. That's great.  
13 Well, then we'll just take judicial notice of the entire  
14 document and we'll call it Exhibit CC.

15 MS. GRANIER: Thank you.

16 BY MS. GRANIER:

17 Q Are there any other approaches that you have seen  
18 other states take in using a graduation rate other than  
19 the four-year cohort rate for purposes of accountability?

20 A Yes. New Mexico has a very interesting system  
21 that they use across all of their schools for their state  
22 report card which has a system that I would call a shared  
23 accountability system.

24 And so what it takes is it looks at that student,

1 whether they were a nongraduate or a graduate, and it  
2 apportions that calculation for the four-year adjusted  
3 cohort rate based on the percent of time a student was  
4 enrolled at that school.

5 So for example, if a student arrived the  
6 beginning of the senior year at New Mexico Connections  
7 Academy, for example, and they spent those two semesters,  
8 that would be one-fourth of that, and the other  
9 three-fourths would be assigned to one or more schools  
10 that maybe they spent their first three years. Or one  
11 school. Maybe they changed schools every year.

12 But whether they graduated or were nongraduated,  
13 in this example, the school that received them as the  
14 senior year would get either one-fourth of the credit or  
15 one-fourth of the blame.

16 So it does a, in my opinion, a very fair job of  
17 distributing the accountability for the portion of the  
18 time that the school served that student.

19 The other difference that they do -- and there  
20 might be other states, but it's the only one I'm aware  
21 of -- is they don't compute a graduation rate until a  
22 school has been serving high school students for a full  
23 four years. So that school has now had a full cohort go  
24 through. And as a result, okay, so the school that

1 Connections support -- New Mexico Connections Academy,  
2 we've never had a graduation rate calculated because we're  
3 just now completing our fourth year of operations in that  
4 state.

5 ACTING CHAIR GUINASSO: Ms. Granier, Member  
6 Gardner wanted to interject.

7 MEMBER GARDNER: Hello? Check? Thank you,  
8 Member Guinasso.

9 I just wanted to reiterate my objection to these  
10 lines of questioning that don't apply to Nevada statutes.  
11 It's nice that Arizona and New Mexico and other states do  
12 different things than we do, but we have our laws.

13 This is not a policy body. We don't make policy.  
14 The policy's already been made by the Legislature. We  
15 just get to apply it.

16 ACTING CHAIR GUINASSO: I think the reason for  
17 the questioning, as I understand it, was because one of  
18 the other members had asked about other states.

19 So noting that objection, I think just a little  
20 bit more leeway, but understanding kind of -- we're under  
21 time constraints.

22 MS. GRANIER: I appreciate that. And the other  
23 reason for the testimony is that while Nevada does have a  
24 standard, the statute, again, gives you discretion. So

1 even if you assume the graduation rate defined in NRS  
2 388A.330 is that four-year federal cohort, you have  
3 discretion as to whether you look at just that number to  
4 close a school.

5 It is helpful certainly to consider what do other  
6 states look at for accountability for high schools. And  
7 so that's all -- we're just trying to show helpful  
8 information to you in exercising your discretion.

9 BY MS. GRANIER:

10 Q And one last question for now, Mr. Wicks, is  
11 just: In all your work across all of the states, are you  
12 aware of any state ever shutting down a charter school  
13 based solely on the four-year cohort graduation rate  
14 without considering any other information?

15 A I'm not aware of any action that's ever been --  
16 done that. It's the typical situation where states are  
17 looking at a multitude of data factors both in the state  
18 accountability systems and making any high-stake decisions  
19 such as school closure.

20 MS. GRANIER: Thank you.

21 ACTING CHAIR GUINASSO: Thank you, Ms. Granier.  
22 Mr. Ott.

23  
24 **CROSS-EXAMINATION**

1 BY MR. OTT:

2 Q Mr. Wicks, who made the request for you to look  
3 at this data?

4 A I think that request originally came from someone  
5 in the corporate office. I can't -- to be honest, I can't  
6 recall the specific individual.

7 Q So it maybe came through the chain of command  
8 through whoever your supervisor is?

9 A Right. We work in a pretty collaborative  
10 structure within Connections. So it could have been one  
11 of the people that provide support to Connections Academy.  
12 It could have come from a supervisor. I don't remember.  
13 I've been working on this for quite some time now.

14 Q Sure.

15 MR. OTT: Mr. Chair, I'd note that he's also been  
16 making references to some notes. I'd ask that those be  
17 made available during his testimony. He's got a folded-up  
18 piece of paper there.

19 ACTING CHAIR GUINASSO: Okay. Ms. Granier, can  
20 you make his notes available, make a copy of it, and  
21 circulate that to us?

22 MS. GRANIER: (No audible response.)

23 ACTING CHAIR GUINASSO: Thank you. I didn't  
24 notice that.

1 BY MR. OTT:

2 Q So when did this request for you to embark on  
3 this analysis come in?

4 A It began around the time that the Authority began  
5 indicating that they might be issuing a notice of closure  
6 related to the 2015 cohort. I can't recall the exact, you  
7 know, month and date of when that is, but that was kind of  
8 the initiative of when I was asked to specifically look at  
9 the data.

10 Q Were you given any direction as to what -- for  
11 what purpose the data would be used?

12 A I was told about the potential closure notice.  
13 This was, you know, before the Authority had actually  
14 issued any closure notice, and they wanted me to begin  
15 looking at the data to kind of understand it more fully,  
16 which is, as I think I testified at the beginning, part of  
17 my job is to dig in and see what underlying information is  
18 available in the data and kind of what that -- complete  
19 story it tells.

20 Q Did you also get some sort of a notification that  
21 you might be called to testify at some point to sort of  
22 explain your work?

23 A Yes. Much later in the process because, as I  
24 indicated when I started, no closure notice had been

1 issued. But once a closure notice had been issued, yes, I  
2 was told that there's a possibility that I might be asked  
3 to testify at some point.

4 Q Is this the first time that you ever took this  
5 deep of a dive into Nevada's data?

6 A Yes.

7 Q Had you ever received a request to do data  
8 analysis for Nevada previously?

9 A Not on the graduation rate. On the state  
10 assessment data, I had been. Although because Nevada had  
11 statewide testing problems several years ago, the ability  
12 to do any significant analysis was limited because the  
13 data just wasn't published.

14 Q I'm aware of those issues.

15 Is there anyone else in your office who these  
16 sort of data requests would come to?

17 A I'm sorry, could I slightly correct my previous  
18 response to Nevada -- I had never specifically been asked  
19 to look at Nevada's data, but in some of the data analysis  
20 that I had done previously across all schools related to  
21 graduation rate, Nevada being one such school, it was  
22 included. But this was the first time I had been asked  
23 specific to Nevada.

24 Q Thank you for that clarification.

1 I think you indicated previously that you were  
2 the vice president of data analysis and policy. I'm not  
3 familiar with the structure of your office. So do you  
4 receive all of the requests for schools to do this sort of  
5 analysis, or could it go to some other person in your  
6 office without you knowing about it?

7 A There is a research and evaluation team within  
8 Connections Academy that organizationally is separate from  
9 the area that I work in Connections that often does data  
10 analysis requests across all schools. I work very closely  
11 with that team. Although their work tends to be more  
12 focused on state assessment results as well as internal  
13 formative assessment results just as a focus.

14 So normally, graduation rate data requests come  
15 to me. I'm the primary person in the company that works  
16 on that type of result.

17 Q And how long have you been in this position? I  
18 know that you said that previously, but I missed it in my  
19 notes.

20 A I've been in this specific position for about a  
21 year and a half.

22 Q So requests that had come in prior to a year and  
23 a half, you wouldn't necessarily have knowledge of?

24 A Well, even in my previous position, I did, you

1 know, the position I'm in now didn't exist before  
2 I entered it. And that change was based because, in my  
3 previous position, I was beginning to get more and more  
4 involved in data analysis work, and the company decided  
5 that more time needed to be allocated.

6 So my position was changed so I could spend more  
7 time in that, and then my previous position was  
8 backfilled.

9 Q So your previous position, you would also have  
10 done some of this work as well?

11 A Correct. And when I talked about having looked  
12 at graduation data in general, that was still in my  
13 previous position.

14 Q And how long were you in that position?

15 A Well, I've been at Connections a little over  
16 three years. I guess coming up on four years this fall so  
17 the remainder of this time. So year and a half, two  
18 years.

19 Q So when you got the request to perform this  
20 analysis, who were you directed to provide the information  
21 to?

22 A I was directed to provide it to a variety of  
23 people, some individuals at the school, to provide the  
24 information to other corporate employees within the state

1 relations area, some people within legal, and then  
2 eventually, as this work proceeded, at times to provide it  
3 to various school counsel.

4 Q So was there a more formal report? I know  
5 there's some charts and graphs, but did you complete a  
6 report that was then disseminated?

7 A There was not a formal published report. There  
8 were internal memos and documents that have been prepared  
9 over time and then evolved because I would present certain  
10 data. And this is typical of all the work that I do. I  
11 do analysis, present certain data. That inevitably  
12 results in other questions of, okay, could you break it  
13 down this way, or this is an interesting result. So it's  
14 evolved over time.

15 In the end, it resulted in specific data that I  
16 had done that was then created in a report given to the  
17 third-party validator on the specific items that we would  
18 like to have validated from a third party.

19 Q Did you understand the task as you were given it  
20 to prepare this data, was that to inform the -- well,  
21 strike that.

22 Your testimony previously was that you understood  
23 this to be pursuant to the closure proceeding that would  
24 spark the request to you, correct?

1 A Correct.

2 Q Do you understand that any analysis that you  
3 would be performing would also be used to influence a  
4 graduation rate improvement plan or no?

5 A Not when I first started, but as the process went  
6 along, while I wasn't involved in the development of that  
7 improvement plan, you know, I was sort of like told that  
8 it was being worked on and that they wanted information  
9 from my data analysis to inform the work that they were  
10 doing.

11 Q So your understanding is that your data did go  
12 towards the development of that -- to better inform the  
13 development of that plan?

14 A That's my understanding, yes.

15 Q But that's not your shop so you don't understand  
16 how the plan was developed.

17 A Right. I wasn't involved with it. I was asked  
18 during the development to review certain portions to make  
19 sure that the data that we're looking at was accurate from  
20 my data analysis, you know, to make sure they understood  
21 it, but I wasn't involved in the development of the plan  
22 itself.

23 Q Want to talk to you a little bit about some of  
24 the language that you used earlier regarding Nevada law.

1 You're not an attorney, are you?

2 A No, I'm not.

3 Q So you didn't perform any legal analysis to make  
4 any determinations on what Nevada law said?

5 A That's correct.

6 Q So where did you get the Nevada law  
7 representations from?

8 A That was represented to me by either legal  
9 counsel from Connections corporate or from the school  
10 counsel of -- they didn't really give me interpretation of  
11 the law because that wasn't what I needed, but explaining  
12 what the criteria were for creating a graduation  
13 calculation as far as what student should be included or  
14 excluded from the graduation cohort calculation.

15 So for example, they informed me that -- and I  
16 can't quote statutes or whatever the regulations are in  
17 Nevada, but they talked about a specific regulation that  
18 made a statement that students that transfer into adult  
19 education system are not -- are not to be considered  
20 dropouts.

21 So that translated to, in the calculation,  
22 exclude all those students that, according to the state  
23 report had a withdrawal code corresponding to them  
24 transferring to an adult withdrawal. That's just one

1 example.

2 Q Right. So the characterizations of what went  
3 into that category that was defined in Nevada law that you  
4 testified to earlier came either from Connections'  
5 corporate counsel or from the school's counsel,  
6 Ms. Granier?

7 A Correct.

8 Q Okay. Do you know who the corporate counsel was?

9 A Susan Saidi and Nicole Erk.

10 Q You also testified a little bit about dropout  
11 rates and removing people based on dropout rates. Do you  
12 remember that?

13 A I believe so.

14 Q Did you do any analysis of Nevada law regarding  
15 the relationship between Nevada dropout rate -- dropouts  
16 and graduates?

17 A No, I did not.

18 Q Did you have analysis provided to you on those?

19 A Yeah. That's essentially what we were just  
20 discussing and of -- which types of things Nevada law  
21 talked about can and can't be included as a dropout.

22 Q I want to talk a little about the other states  
23 that you mentioned having various creative ways to look at  
24 graduation rate.

1           Are those all included in statute in those other  
2 states?

3           A     In the case of Arizona, I can't remember if it's  
4 the State Board of Education or if it was the Arizona  
5 Department of Education, but it was through action taken  
6 by them in grading policy. I don't recall the specific  
7 entity, but it was not statute.

8           In the case of New Mexico, I don't know  
9 specifically what is the basis for that, if that's statute  
10 or something else. I'm just familiar through my working  
11 with the state accountability system in New Mexico that  
12 that is the manner in which they calculate it.

13          Q     In your task, as you understood it, were you  
14 asked to do any analysis regarding the academic progress  
15 of the credit-deficient students?

16          A     No. And I'm sorry, if I can clarify. I was  
17 asked to look at academic results like the performance on  
18 state assessments, but nothing that would look at that  
19 specifically to the credit-deficient students and  
20 correlating that because the data that I had for  
21 performance on state assessments was overall. So I  
22 wouldn't be able to know that it was student A, which also  
23 happens to be credit-deficient. I didn't have access to  
24 data to kind of look to see how a specific student that

1 was credit-deficient performed.

2 Q Thank you for that clarification. You testified  
3 a lot about as to the student's starting status. I just  
4 didn't know if you were asked to follow up with how those  
5 students were proceeding and earning credits toward  
6 progress or if that was outside the balance of what you  
7 were asked to analyze?

8 A Oh, I'm sorry. I misunderstood your question.

9 I did look somewhat at that, but not in an  
10 exhaustive manner just because that's quite cumbersome to  
11 do. But, for example, I was asked to look at  
12 understanding the students that came in credit-deficient  
13 that did graduate to kind of understand what are examples  
14 of success, not only graduating on time, but then students  
15 that graduated in five years to try to get an  
16 understanding of the types of successes that the school is  
17 having on getting students to eventually graduate, even if  
18 they come in such a state that getting them to graduate  
19 within that four-year time frame period isn't practical.

20 Q So thank you. I'm going to ask you a couple  
21 questions about the specific data for 2015 regarding the  
22 credit-deficient students who came in less than a year  
23 behind.

24 I think that that chart reflects that that was 50

1 point -- I'm sorry. 50.3 percent of students came in  
2 credit-deficient in 2015. Is that your previous  
3 testimony?

4 A Correct.

5 Q And of those 50.3, 44.9 came in less than one  
6 year credit-deficient; is that correct?

7 A That's not entirely accurate because you're  
8 asking -- the data analysis was two different populations.  
9 The 50.3 percent refers to all students in the cohort,  
10 both graduates and nongraduates. And then the more  
11 detailed analysis that was done was just on the  
12 nongraduates so it's a different population. So I don't,  
13 off the top of my head, know how it would apply to the  
14 entire cohort.

15 Q Thank you for that clarification. So of the 50.3  
16 that came in credit-deficient, 44.9 were less than a year  
17 credit-deficient; is that fair?

18 A 44.9 of the nongraduates were less than a year  
19 deficient.

20 Q 44.9 percent of nongraduates were --

21 A That came in credit-deficient were less than a  
22 year. That's an accurate statement.

23 It would be a different calculation of all the  
24 students because there are credit-deficient students that

1 graduated that aren't part of that calculation.

2 Q Right. Thank you for that clarification as well.

3 So your analysis or your testimony has been that  
4 roughly half the school comes in credit-deficient.

5 A Correct.

6 Q Did you do any analysis on what percentage of  
7 that half that comes in credit-deficient is less than a  
8 year credit-deficient?

9 A That detailed analysis was only done on  
10 nongraduates, not on the whole cohort.

11 And if I can just explain, the vast majority of  
12 students that come in credit-deficient are nongraduates.  
13 And so what was of most interest to us was looking at that  
14 subset. The students that come in credit-deficient and  
15 graduate means we're -- you know, we're succeeding with  
16 them. We're doing, in some cases, you know miracle work  
17 and some cases just good work of getting them caught up.

18 We're interested in understanding of those  
19 students that don't graduate in four years that come in  
20 credit-deficient. So when we went to a deeper dive into  
21 it, we were looking at a subset of students which were the  
22 credit-deficient nongraduates.

23 Q I appreciate that. So what I'm trying to discern  
24 is the Department of Education calculates a five-year

1 graduation rate in this state. I think you testified that  
2 you're aware of that.

3 A Right.

4 Q So if we look at the credit-deficient population  
5 when they enroll, if those students who come in less than  
6 a year credit-deficient proceed on track, they would be  
7 expected to graduate in five years, correct?

8 A If they continue for five years, yes.

9 Q Correct. So if they continue for five years and  
10 accumulate credits on track, they would be expected to  
11 graduate in five years?

12 A Yes. But you make a lot of assumptions in that  
13 statement. Students that come in credit-deficient,  
14 especially students, and as I have testified earlier, are  
15 frequently ones that don't come in until 11th and 12th  
16 grade, have had a long history of academic struggles.

17 And so many such students come in thinking that  
18 it's now going to kind of be a miracle, like coming to the  
19 online school. And they realize, "Oh, I'm not going to  
20 magically be able to make up this credit and then  
21 withdraw."

22 So under those students that want to persevere,  
23 yes, you would accept them to graduate in five years, but  
24 that's only going to be a subset of all the students that

1 come in credit-deficient. And that's true of any school.  
2 That's not unique to Nevada Connections Academy.

3 Q So to the extent that the data might not  
4 necessarily -- well, that there might be other problems,  
5 knowing what that portion of students is that then went on  
6 to graduate in five years, that would help you identify  
7 whether those were issues, correct?

8 A Correct.

9 Q But that analysis wasn't done.

10 A No. We did look at students, as has been  
11 testified. One of the graduation rates was looking at  
12 some of the students that graduated in five years. That  
13 wasn't the main focus of the analysis since the notice of  
14 closure was related to the four-year adjusted cohort rate.  
15 So more, the analysis was what happened in four years.

16 But we did spend some time looking at what a  
17 student did in their fifth and, in the case of 2015, into  
18 their sixth year to understand what we do.

19 And this is work we've been doing long before any  
20 proceeding across all of our schools because we're trying  
21 to understand how effective we are in serving students  
22 that are taking longer than four years. Are there changes  
23 that we can make to our program, offerings to better serve  
24 their students? Are there any characteristics that help

1 us identify those students that are likely to want to  
2 persevere for a fifth and maybe sixth year versus students  
3 that are more likely to give up?

4 Those are all ongoing questions and issues that  
5 we're looking at within Connections that don't have final  
6 answers yet and may never have final answers.

7 Q So with regard to the analysis -- and the reason  
8 why I'm trying to get at the analysis of the academic  
9 progress is because the analysis that you did based on the  
10 students that enrolled noncredit-deficient only shows the  
11 results of about half the school; is that correct?

12 A I'm sorry. Could you repeat that question?

13 Q Sure. It was muddled.

14 A To make sure I understand it so I'm answering it  
15 correctly.

16 Q You performed some analysis on the graduation  
17 rate of students who just show up on track, correct?

18 A Correct.

19 Q And based on the information that you have  
20 brought in your chart, that provides only about half the  
21 school, correct?

22 A The charts that we presented here were not just  
23 on students that arrived on track, but it is correct that  
24 I looked at students that arrived on track. I looked at

1 students that arrived off track, but the graduation rate  
2 data that we presented here in the different calculations  
3 is looking at a combination of both students that arrived  
4 on and off track.

5 Q Right. But if you were doing -- any analysis  
6 that you performed on just students that arrived on track  
7 effectively excludes half the school, correct?

8 A That would be correct.

9 Q Okay. So to look at a fifth-year graduation  
10 rate, that would effectively include more of the school if  
11 we were also able to look at those student who showed up  
12 less than a year credit-deficient, correct?

13 A Well, a fifth-year graduation rate is actually  
14 looking at a different population than just the four-year  
15 graduation rate. It's all the students that are part of  
16 the four-year graduation rate.

17 It includes students that enrolled in the school  
18 for the first time for a fifth year that might be  
19 credit-deficient. It includes students that had  
20 transferred out of the school and were excluded from the  
21 four-year graduation rate, the return to Nevada  
22 Connections Academy for a fifth year.

23 But when you look at the number of students that  
24 are going on for a fifth year, that's a relatively small

1 percentage of the overall four-year cohort because  
2 obviously all the graduates are already graduates.  
3 They're not changing.

4 But of all of the nongraduates, many of them have  
5 already dropped out, gone -- or gone to adult ed or gone  
6 to GED. Or if they were still at Nevada Connections  
7 Academy and the end of the fourth year, not all of them  
8 decide to enroll in the fifth year.

9 So if you want to look at the performance of what  
10 you do with the fifth year students, what you should be  
11 looking at is that subset of students that went on for a  
12 fifth year, which is something very different from a  
13 five-year adjusted cohort graduation rate.

14 Q Did you do any comparison about the rates of  
15 credit deficiency of Nevada Connections versus the state  
16 as a whole?

17 A Yes. Somewhat. But the -- as I think I  
18 indicated when that report was entered into exhibit, there  
19 is a difference in the way I was looking at  
20 credit-deficiency, which is looking at the  
21 credit-deficiency upon their time of enrollment because  
22 that's what's most relevant to looking at the impact on  
23 graduation rate, and what the State of Nevada publishes is  
24 the percentage of students that are credit-deficient

1 enrolled at a given school, which is going to be a  
2 combination of students that became credit-deficient as a  
3 result of being at that school, as well as students that  
4 came from someplace else.

5 So there are two difference things. So you can't  
6 really compare them, even though they're both looking at  
7 the concept of credit deficiency.

8 Q So that data that you just discussed, did that  
9 come from the Legislative Counsel Bureau?

10 A Correct.

11 Q Okay. So is it reasonable to either disregard or  
12 give lesser weight to that data because of the issues that  
13 you just described?

14 A It has less relevance to understanding the impact  
15 on graduation rate.

16 If I can clarify that, it has less relevance to  
17 factors that are beyond the school's control for  
18 graduation rate. The reason why I looked at the  
19 credit-deficiency upon the time of enrollment is that is a  
20 factor that is completely beyond the control of NCA. It's  
21 what happened with that student and their experience prior  
22 to arrival. Whether it was positive or negative, it  
23 wasn't related to what NCA did with that student.

24 Q Do you know if Connections, Inc. operates any

1 schools serving just credit-deficient students throughout  
2 this country?

3 A No, we do not.

4 Q Do you know if -- have they considered it?

5 A It has been things that have been discussed, but  
6 we don't feel like it's the most appropriate market in  
7 that what while we attract many students that are  
8 credit-deficient, we believe our program, the offerings  
9 serves a wider population of students.

10 Q In your analysis of the LCB data that we talked  
11 about a second ago, does it show that NCA has less  
12 credit-deficient students in the graduating class in  
13 Nevada as a whole?

14 A I'm sorry, I don't have that data in front of me  
15 so I'd have to have that page in front of me.

16 Q Did you look at the -- did you look at the source  
17 data for the LCB report?

18 A No, I didn't. I only looked at the LCB report  
19 itself.

20 MR. OTT: Okay. I don't have anything else right  
21 now.

22 ACTING CHAIR GUINASSO: Okay. Ms. Granier, any  
23 redirect?  
24



1 school, and factors that weren't based on poor performance  
2 of the school because the students came credit-deficient.

3 The LCB data doesn't differentiate that so you  
4 can't determine by looking at that data what items were  
5 the responsibility of the school and what were the  
6 responsibility of some other entity.

7 MS. GRANIER: Thank you.

8 ACTING CHAIR GUINASSO: Okay. Members, any  
9 questions? I guess -- Member Luna.

10 MEMBER LUNA: Thank you.

11 Mr. Wicks, how long have you been at Nevada  
12 Connections Academy? I know just for a year within your  
13 position, but before that?

14 THE WITNESS: I'm not at Nevada Connections  
15 Academy. I'm at the corporate entity of Connections  
16 Education.

17 MEMBER LUNA: At the corporate -- at the  
18 corporate -- just the --

19 THE WITNESS: At Connections Education --

20 MEMBER LUNA: -- last year?

21 THE WITNESS: I'm sorry, what?

22 MEMBER LUNA: How long have you been there?

23 THE WITNESS: Almost four years.

24 MEMBER LUNA: Okay. So you were there in 2013.

1 THE WITNESS: Correct.

2 MEMBER LUNA: Because I was on the board in 2013  
3 when we renewed the charter, and the principal at that  
4 time assured us that they intended to be at the state  
5 average for the graduation rate or exceeding it. And at  
6 the time, it wasn't discussed that they would -- you know,  
7 different graduation rate calculations.

8 I'm just wondering if that is -- were you  
9 involved back then, or were you --

10 THE WITNESS: I was not involved in those  
11 specific discussions at that time.

12 MEMBER LUNA: Okay. And then do you know what  
13 the Nevada Connections Academy graduation rate gap is for  
14 IEP, FRL, ELL?

15 THE WITNESS: No. Not off the top my head. I've  
16 looked at it in the past, but I don't have that data in  
17 front of me, and I don't recall what it is.

18 MEMBER LUNA: Okay. If you -- can you tell me  
19 where in the materials it is in here? I've looked for it.  
20 Or get --

21 MS. GRANIER: I am not sure it's in there, but I  
22 will find out. And if it's not, we would be very happy to  
23 supplement to provide it to you.

24 MEMBER LUNA: Okay. Thanks.

1           The transiency rate. Can you speak to that at  
2 all? In the materials in tab six, R0195, it describes  
3 78 percent of the students withdrew between 2011 --  
4 2010-2011 and 2013-2014.

5           Have you done any analysis where those -- what  
6 happened with those students? Like have they graduated  
7 or -- and the reason I'm asking is because you referred  
8 to -- you have many students that come credit-deficient so  
9 they were failed by their schools. I'm just wondering if  
10 you looked at any students that left your school and see  
11 that they have graduated so you can, you know, claim  
12 success for their graduation.

13           THE WITNESS: Yeah. Unfortunately, that's not  
14 data that would be accessible to us because once they  
15 leave our school, we don't have access to what happens to  
16 them at their school. That would be a violation of  
17 federal privacy law. So we would have no way other than  
18 if students voluntarily decided to report, which of course  
19 would only be a subset of data. So we have no way of  
20 knowing specifically if they graduated or not.

21           We have tracked -- and, of course, this gets  
22 reported in the state of where they went. Did they  
23 transfer to another school? Did they go into adult ed?  
24 Did they go into GED? Or did they drop out? So there's

1 certain things we can say, okay, well, we know that that's  
2 what they did.

3 But even if we report that they went to a GED  
4 program, we have no way of knowing if then they changed  
5 their mind and later on decided to enroll in a school to  
6 complete their high school education. Since they're no  
7 longer a student, we wouldn't have access to that data.

8 MEMBER LUNA: Okay. And do you know what the  
9 overall transiency rate is at Nevada Connections Academy?

10 THE WITNESS: I don't know the exact percentage,  
11 but I know it's high because, just in general, across all  
12 virtual schools, students tend to come for a point in  
13 time. As I think I did testify earlier, the average  
14 length of enrollment for the entire cohort was just under  
15 one and a half years so --

16 MEMBER LUNA: Do you know if it's higher than,  
17 like, Clark County School District? Because that's really  
18 high, too.

19 THE WITNESS: I don't know off the top of my head  
20 if it's higher than Clark County or not.

21 MEMBER LUNA: Is there a way to get that rate,  
22 too, the general transiency rate?

23 MS. GRANIER: If it's available, we'll get it.

24 THE WITNESS: Yeah. I know there's

1 state-reported data on that. I just -- it isn't something  
2 that I've looked at recently so I just -- unfortunately, I  
3 can't tell you what it is, but it is data that's out  
4 there.

5 MEMBER LUNA: Right. Okay. And then the other  
6 question, on the presentation for the academic  
7 performance, I'm just wondering if, like on page 2 and 3,  
8 where you give the status of 11th grade and 10th grade  
9 math and so forth, is a student counted as an 11th grader  
10 by their grade level, or is it the number of credits that  
11 they have? What makes them an 11th grader?

12 THE WITNESS: Yeah. In this case, for the high  
13 school, for the math and English language arts, since  
14 their end-of-course exams would actually be dependent on  
15 being enrolled in those specific courses and the  
16 specific -- let me step back.

17 Currently, it's an end-of-course exam. And so in  
18 this chart, since it's showing historical data that used  
19 to not be end-of-course exams but was performed at the  
20 11th grade, it was based -- my understanding is students  
21 that were chronologically 11th graders.

22 I could be wrong about that because I'm not an  
23 expert into all the rules of what students are and aren't  
24 tested in Nevada.

1 MEMBER LUNA: Okay. Thank you.

2 ACTING CHAIR GUINASSO: Okay. Any other members  
3 with questions? Member Corbett?

4 Member Mackedon, go ahead.

5 VICE CHAIR MACKEDON: One thing I was just going  
6 to tell you, behind tab two on R0076, there's a transiency  
7 rates, Nora. And it compares them to other places in the  
8 state.

9 My question was --

10 ACTING CHAIR GUINASSO: Tab two, exhibit, is  
11 that -- Member Mackedon, what exhibit is that?

12 MS. GRANIER: It's Exhibit B.

13 ACTING CHAIR GUINASSO: Exhibit B.

14 VICE CHAIR MACKEDON: My question was also about  
15 the Nevada Connections Academy academic performance. On  
16 page 2, when you're looking at those end-of-course exams,  
17 is that just 11th graders who took those exams?

18 THE WITNESS: It would be any student that was  
19 enrolled in that course. So it could potentially be, if  
20 you have an advanced student, it could potentially -- once  
21 you -- Nevada made a change from doing an 11th grade  
22 assessment to end-of-course assessment.

23 So when you do end of course assessments, by that  
24 nature, you're going to have students that are in a

1 variety of grades because you could have advanced  
2 students, they'd be taking on a course sooner than is  
3 typical. You could have students that are maybe  
4 progressing more slowly that might be older than what's  
5 typical. So it's not all one grade level.

6 VICE CHAIR MACKEDON: Okay. And that -- I know.  
7 That's why I was asking if it was just the 11th graders  
8 taking it or if it was anyone who took those end-of-course  
9 exams.

10 THE WITNESS: Yeah. Anyway, the reference to  
11 11th grade is because of the historical data. So in the  
12 years prior to being in the EOC, those were 11th-grade  
13 assessments.

14 MEMBER LUNA: Okay. Thank you.

15 THE WITNESS: And the EOCs would be any grade.

16 ACTING CHAIR GUINASSO: Okay. Member Corbett?

17 MEMBER CORBETT: Thank you. At what year, again,  
18 was the four percent increase, five percent increase?  
19 From what year to what year?

20 THE WITNESS: You're talking about the four-year  
21 adjusted cohort graduation rate?

22 MEMBER CORBETT: Right.

23 THE WITNESS: That happened between the 2015  
24 through the 2016 cohort.

1 MEMBER CORBETT: Okay. And so this was -- I  
2 noticed when we went statewide to that cohort, most high  
3 schools, matter of fact, Clark County saw an increase in  
4 graduation rate just by the recalculation of that cohort.

5 I remember at that time, I think Clark County  
6 School District in itself went up about ten percentage  
7 points in their graduation rate. So there was this kind  
8 of this bump in graduation rates across the state at that  
9 time once this cohort was factored in.

10 That being said, would it be fair to look at the  
11 graduation rate of Connections Academy and then look at  
12 the other high schools across the state and recognize that  
13 none other of those high schools have a graduation rate  
14 lower than 60 percent?

15 THE WITNESS: First of all, I'm a little bit  
16 confused by your statement because, to my knowledge, there  
17 was no change in the formula of how the State calculated  
18 the '15 cohort and the '16 cohort. It was both the same  
19 regulations for --

20 MEMBER CORBETT: You're right.

21 THE WITNESS: Yeah.

22 MEMBER CORBETT: It was the '13 and '14 and then  
23 '14-'15.

24 THE WITNESS: Yeah.

1 MEMBER CORBETT: And then for the second  
2 question?

3 THE WITNESS: Is would it be fair to -- could you  
4 repeat that question?

5 MEMBER CORBETT: Yeah, sure. So looking at the  
6 other high schools across the state and recognizing that  
7 they have -- none of those school have less than a  
8 60 percent graduation rate at the high school level, would  
9 that be an unfair comparison or fair comparison?

10 THE WITNESS: Well, first of all, I don't think  
11 it's accurate that no other school in the state has a  
12 lower than 60 percent graduation rate. But even if that  
13 is true, I don't think it is fair to compare school to  
14 school without looking at the nature of the students that  
15 they receive and what percentage of credit-deficiency.

16 So a school that -- a theoretical school that  
17 never received a student transfer in, that would be based  
18 entirely on what happened at that school versus a school  
19 like Nevada Connections Academy who receives lots of  
20 transfers in. By nature, that's not a fair comparison.

21 MEMBER CORBETT: And there's a possibility that  
22 it is a lateral --

23 THE WITNESS: Right. But in order to make a fair  
24 comparison, you would have to look at a deeper level to

1 understand the characteristics of that. It's certainly  
2 possibly schools that would have similar  
3 characteristics --

4 MEMBER CORBETT: Right.

5 THE WITNESS: -- and then that would be a fair  
6 comparison. But in order to make a fair comparison, you  
7 would have to look at those various characteristics and,  
8 you know, if you wanted to do a comparison, probably  
9 figure out what the appropriate adjustment should be based  
10 on differences of characteristics.

11 MEMBER CORBETT: Right. So if I was to look at  
12 Nevada Learning Academy for that cohort that same year,  
13 they have a 64 percent graduation rate, which is a very  
14 lateral system compared to Nevada Connections Academy,  
15 where they serve the exact same population. So would that  
16 be a lateral comparison?

17 THE WITNESS: Without knowing the specifics of  
18 the data of that school of how many students come in late  
19 and how many come in credit-deficient, I wouldn't know if  
20 it's a fair comparison or not. And since I've only -- I  
21 haven't done the analysis on any other school, I wouldn't  
22 have access to that data.

23 MEMBER CORBETT: So it's probable?

24 THE WITNESS: I wouldn't say it's probable. I'd

1 say I have no way of knowing if it's a fair comparison or  
2 not.

3 MEMBER CORBETT: Okay. Thank you.

4 ACTING CHAIR GUINASSO: Any other members with  
5 questions?

6 I had a couple.

7 Is the definition of credit-deficiency that you  
8 are using in your analysis different than the State's  
9 approach? Is that what I heard you testify to?

10 THE WITNESS: The difference is when they are  
11 doing the measurement. So if the State is measuring at a  
12 point in time how many students are enrolled at that  
13 school that are credit-deficient, and what I was looking  
14 at is when they initially enroll at the school if they are  
15 credit-deficient.

16 So for example, if we have a student that came in  
17 credit-deficient at the beginning of the school year and  
18 we caught them up, they wouldn't be in that -- at the end  
19 of the year, they wouldn't be in the State's one because  
20 they're no longer credit-deficient.

21 ACTING CHAIR GUINASSO: I see.

22 THE WITNESS: It's the point of measurement where  
23 they differ.

24 ACTING CHAIR GUINASSO: Okay. So what I'm trying

1 to understand, because I don't know that -- is, with your  
2 analysis, I don't know how to compare Connections to other  
3 schools in our portfolio of schools that we oversee or how  
4 to compare Nevada Connections to the state as a whole,  
5 because you have picked a standard that isn't being  
6 applied and data is not being collected in that manner in  
7 our state.

8 So it makes it hard for a person in my position  
9 to understand overall school performance if I can't  
10 compare your same assumptions to -- I can't take your same  
11 assumptions and apply them to other schools.

12 So I guess that's more of a statement. I'm just  
13 trying to understand how I view Connections in light of  
14 our charter portfolio and other public schools in the  
15 state.

16 THE WITNESS: I certainly appreciate that  
17 challenge. I mean, one possibility would be to ask other  
18 schools to do that type of analysis. But beyond that, I  
19 think there are conclusions that can be made independent  
20 of doing any comparison.

21 You can come to the logical conclusion when you  
22 look at the percentage of students that arrive a year  
23 credit-deficient as a senior, for example. I'm just  
24 giving you one example. That those are students that are

1 essentially impossible to graduate on time, and,  
2 therefore, are going to count against.

3 So you can make some logical conclusions on the  
4 challenges the school receives without needing to make any  
5 comparison.

6 ACTING CHAIR GUINASSO: I guess because I want  
7 to -- I think our desire, at least my desire, is to treat  
8 all schools relatively equally relative to the standards  
9 we hold them to.

10 And so if I say, well, I understand Nevada  
11 Connections is having a hard time with 12th graders just  
12 entering in, then I would want to be able to look at the  
13 other schools in our portfolio and give them the same --  
14 what I'm saying is other schools would love to have the  
15 same flexibility in terms of how they're evaluated  
16 relative to graduate rate, right?

17 THE WITNESS: I would agree. And I would expect  
18 if the Authority was looking at a high-stakes decision  
19 like closure at another school, that those would be  
20 exactly the types of questions that they would be asking  
21 that I think when the Authority is faced with this  
22 high-stakes decision, they should be asking and digging  
23 into the questions that are unique about that school to  
24 understand if it's appropriate or not. And I would expect

1 them to do that for any school.

2 A low four-year adjustment cohort graduate rate  
3 is an appropriate trigger to say this is a school that  
4 might be underperforming. But it should be that trigger  
5 to ask additional questions, not the decision point,  
6 because it's those additional questions that, as board  
7 members, that you, in my belief, and any charter in  
8 authority, in my belief, should be tasked with is  
9 understanding the complete picture of the data of that  
10 school to make a determination if it's a low-performing  
11 school or not.

12 ACTING CHAIR GUINASSO: That makes sense. I  
13 don't think I have any other questions.

14 Any other members? Go ahead.

15 MEMBER LUNA: Can you give the rate -- I know  
16 we're measuring it differently, but can you give -- what  
17 is the -- what's the state average of credit-deficient  
18 students in a school?

19 THE WITNESS: Well, the data from the legislative  
20 bureau that we're talking about publishes it based on  
21 students at a given grade level.

22 MEMBER LUNA: Right. Right.

23 THE WITNESS: They don't publish it for an  
24 overall school. So for example, I believe when they

1 looked at percentage of credit-deficient seniors, the  
2 state average was 21.1 percent. For credit-deficient  
3 juniors, it was 19.2 percent. For credit-deficient  
4 sophomores, it's 14 percent. And for credit-deficient  
5 freshman, it was .7 percent.

6 And, of course, that's one year, a snapshot of  
7 time. It's going to differ.

8 As you can see, it increases. The longer you  
9 have more opportunity to become credit-deficient, the  
10 longer you're in the process.

11 MEMBER LUNA: So looking at the same way they  
12 measure it, what is Nevada Connection Academy's  
13 credit-deficient --

14 THE WITNESS: I don't know because we didn't do  
15 that calculation, but it stands to reason it's going to  
16 be --

17 MEMBER LUNA: Will 50 percent come in --

18 THE WITNESS: Credit-deficient, right.

19 But like I said, this would be a point of time --  
20 in order to run that calculation, I would need to know  
21 exactly at what --

22 MEMBER LUNA: How they did --

23 THE WITNESS: -- point they did the measurement.  
24 You know, was it --

1 MEMBER LUNA: The first day of school or --

2 THE WITNESS: -- at the end of school year, you  
3 know, all of that.

4 And then I would have to pull a different set of  
5 data than I pulled because what I was analyzing was the  
6 credits they accumulated prior to enrollment. And  
7 instead, I'd have to look at the credits they accumulated  
8 at whatever point in time we're doing it.

9 Calculation could be done, but I wasn't asked to  
10 do that, and so, therefore, I don't know the answer.

11 MEMBER LUNA: Okay. Thank you.

12 ACTING CHAIR GUINASSO: Ms. Granier, would -- two  
13 things in that regard. One, the LCB report, could we  
14 supplement the record with that report that we've  
15 referenced? We'll call it Exhibit DD.

16 MS. GRANIER: Yes.

17 ACTING CHAIR GUINASSO: And then the second thing  
18 is, with regard to the analysis that Member Luna was  
19 asking for, I think I'd like to look at that. I'm not  
20 sure about the other board members, but I'd like to look  
21 at the assumptions that the State makes about credit  
22 deficiency and have your witness produce a report based on  
23 the assumptions that the State makes so that we can look  
24 at Nevada Connections in comparison to other schools based

1 on the same understanding of what credit-deficiency is.

2 Notwithstanding, I think, some compelling points  
3 you made about why the -- how we understand  
4 credit-deficiency should be different, I'm really  
5 interested in looking at kind of what -- the State  
6 assumptions and where Nevada Connections sits relative to  
7 State assumptions.

8 THE WITNESS: And if I may interject, I'm not a  
9 hundred percent positive, but I believe the State does  
10 indeed publish that down to the school level so it  
11 wouldn't require me to redo that calculation.

12 MS. GRANIER: But if they don't, could we do it?

13 THE WITNESS: We could.

14 MS. GRANIER: I'm just making sure we can do it.  
15 Happy to --

16 THE WITNESS: Yeah, we could. I would -- as you  
17 pointed out, I'd need to know the assumptions and the  
18 definitions the State are doing. It might require a  
19 conversation with someone in the Nevada Department of  
20 Education so that I'm clear on what their business rules  
21 are so that I would be accurately reproducing that.

22 ACTING CHAIR GUINASSO: That would be great. If  
23 we could get those supplements in the next maybe 14 days.

24 MS. GRANIER: Okay.

1           ACTING CHAIR GUINASSO: That would -- we'll  
2 supplement the record. We'll call it -- those two  
3 documents together, we'll call it Exhibit DD.

4           MS. GRANIER: Okay.

5           ACTING CHAIR GUINASSO: Let's see. We've --  
6 board's asked questions. So any redirect?  
7

8                           **FURTHER REDIRECT EXAMINATION**

9           BY MS. GRANIER:

10           Q     The only redirect I have is, given how interested  
11 the board seems in being able to make comparisons, are  
12 there other data points other than the four-year cohort  
13 graduation rate that can be used to make those comparisons  
14 about how the high school is performing? For example, the  
15 testing --

16           A     Yeah. The testing is certainly the easiest  
17 because the State, you know, reports that for all schools.  
18 And so I think that's significant because it shows that  
19 the high school students are indeed academically  
20 performing well, at least on these specific measures,  
21 which, if the school was indeed now performing well, as  
22 you might expect from the four-year adjusted cohort rate,  
23 you know, this is data that, you know, should call into  
24 question what the reliability of the four-year adjusted

1 cohort graduation rate is for our Nevada Connections  
2 Academy as far as determining if it's a poorly performing  
3 school or not.

4 MS. GRANIER: Thank you.

5 ACTING CHAIR GUINASSO: Mr. Ott?

6  
7 **FURTHER RE-CROSS-EXAMINATION**

8 BY MR. OTT:

9 Q Does the analysis that you performed give any  
10 sort of -- do you have any data that reflects why students  
11 may have left the school?

12 A We collect data on why they chose to enroll in  
13 Connections Academy, which is not quite the same thing as  
14 why they left, but obviously, there is some correlation.

15 That data we collect, I'm not able to correlate  
16 specific -- that data doesn't exist, at least that I have  
17 access, for the specific students so I can't say, okay,  
18 this cohort.

19 But generally, the top reason is dissatisfaction  
20 with the local school district. It feels like it's not  
21 meeting their needs.

22 Q So what I'm -- based on some of the questioning,  
23 the question that is in my mind is if there is a reason  
24 for the students leaving, if there's any data point that

1 we have that could track that, it sounds like you don't do  
2 any sort of satisfaction surveys or anything on exit  
3 interviews. Maybe because those students are gone.

4 But so you don't have any data points that  
5 reflect why a student would have left, correct?

6 A Why they left the Nevada Connections Academy?

7 Q Correct.

8 A No. We do collect it, but as you might imagine,  
9 that's only a subset. You know, students that are leaving  
10 are not the easiest group of students to get to respond to  
11 a survey.

12 I don't recall the exact percentage, but we do  
13 collect reasons of why they leave. I haven't looked at  
14 that data recently so I couldn't testify to the specifics  
15 of it. But yes, that is something that we collect across  
16 all of our schools.

17 Q Have you done any correlation between students  
18 who are struggling academically and students who end up  
19 transferring out or leaving the school for other reasons?

20 A I haven't personally, no.

21 MR. OTT: That's all I have.

22 ACTING CHAIR GUINASSO: Okay. Ms. Granier,  
23 anything?

24 MS. GRANIER: No.

1           ACTING CHAIR GUINASSO: Okay. I think what we'll  
2 do now -- thank you for your time and your testimony. I  
3 know it's taken a little longer to get to you than we  
4 thought. We appreciate you waiting and helping inform us.

5           THE WITNESS: You're welcome.

6           ACTING CHAIR GUINASSO: Have a good Memorial Day  
7 weekend.

8           I think what we'll do is we'll take a 15-minute  
9 break. We're at 2:14 now. We'll back at 2:29.

10          MEMBER CORBETT: Before we break --

11          ACTING CHAIR GUINASSO: Oh, I'm sorry. Member  
12 Corbett.

13          MEMBER CORBETT: If it matters, actually, when I  
14 said Nevada Virtual Academy, I meant -- with the 64  
15 percent graduation rate, it's actually the CCSD Virtual  
16 High School that I was referencing, so not Nevada Virtual.

17          ACTING CHAIR GUINASSO: CCSD Virtual High School.  
18 Okay. Just let the record reflect what Member Corbett  
19 said to amend his comments from earlier.

20          MS. GRANIER: I apologize. Ms. Sanchez, I think,  
21 is only available until 3:00.

22          ACTING CHAIR GUINASSO: Oh, okay.

23          MR. PELTIER: Chairman Guinasso, we will not be  
24 able to accommodate that until the break occurs.

1           ACTING CHAIR GUINASSO: Okay.

2           MR. PELTIER: We've been at two hours now, and  
3 the court reporter does need a break.

4           ACTING CHAIR GUINASSO: Okay. We'll come back at  
5 2:30.

6           And how long do you think her testimony is going  
7 to be?

8           MS. GRANIER: I think her direct would maybe be  
9 half an hour.

10          ACTING CHAIR GUINASSO: Okay. We'll do the best  
11 we can. Hopefully she has a little flexibility for us.

12          MS. GRANIER: I'll check.

13          ACTING CHAIR GUINASSO: That would be good. All  
14 right. Thanks. All right. 15 minutes, and we can  
15 reconvene at 2:30.

16                    (Recess taken.)

17          ACTING CHAIR GUINASSO: Dr. Sanchez, this is  
18 Member Guinasso. I just need to swear you in.

19                    (Witness sworn.)

20          ACTING CHAIR GUINASSO: All right. Ms. Granier,  
21 please proceed.

22          MS. GRANIER: Thank you. Actually, Ms. Nannani  
23 will be conducting this examination.

24          ACTING CHAIR GUINASSO: Okay. Ms. Nannani.

1 MS. NANNANI: Can you hear me okay?

2 THE WITNESS: Yes.

3 MS. NANNANI: Okay. Erica Nannani on behalf of  
4 Nevada Connections Academy. Dr. Sanchez, I'll be leading  
5 the questioning today.

6  
7 **JAFETH SANCHEZ,**

8 called as a witness on behalf of NCA,  
9 was sworn and examined telephonically as follows:

10  
11 **DIRECT EXAMINATION**

12 BY MS. NANNANI:

13 Q Can you please state your name for the record and  
14 spell it for the court reporter as well.

15 A Sure. Jafeth. J-A-F, as in Frank, E-T, for Tom,  
16 H; Evelyn, E-V-E-L-Y-N; Sanchez, S-A-N-C-H-E-Z.

17 Q Thank you. And are you currently employed?

18 A Yes.

19 Q And what is your job title?

20 A Assistant professor in the College of Education  
21 in the Educational Leadership Program.

22 Q Okay. Thank you. And are you on the NCA board  
23 of directors?

24 A Yes. I am board president.

1 Q How long have you been board president?

2 A I have been board president for three years.  
3 I've been a member of the board wholistically since July  
4 of 2011. This July will be the end of my third year.

5 Q Okay. And would you mind telling us a little bit  
6 about your educational background and qualifications that  
7 pertain to your position as president of the board?

8 A Definitely. I've been at the institution at UNR  
9 for five years, three years as a research assistant  
10 professor. And my primary goal was to work with the  
11 statewide federal GEAR UP grant which was about  
12 \$20 million that came to our state.

13 If you're unfamiliar with that federal grant, it  
14 works with students from the seventh-grade year up through  
15 hopefully the first year of their post-secondary -- some  
16 form of post-secondary education, and have three primary  
17 goals across the nation which are, one, to improve  
18 graduation rates in the high school level, improve access  
19 to some form of post-secondary education, and improve  
20 parents' and families' knowledge for college and possible  
21 options beyond high school.

22 And within the state of Nevada, our primary goal,  
23 in addition to those three, has been to develop  
24 cause-growing cultures within middle school that can then

1 transfer to students beyond those who are in the GEAR UP  
2 cohort.

3 So I specifically work with over 18 schools  
4 across the state with various different districts across  
5 our state in helping them to develop cause-growing  
6 cultures at their schools and, at the same time, serving  
7 as part of the internal evaluation to assess the work,  
8 5,000 students' data, in regard to their progression  
9 through being on track for some form of post-secondary  
10 education. So now the class of 2018 and 2019 will have  
11 the first cohort coming up next year.

12 And prior to that, I was a high school math  
13 teacher. In 2012, I was the northern Nevada math teacher  
14 of the year for the Northern Nevada Math Council. And two  
15 years ago, this will be the conclusion of my second year  
16 I've been serving as an assistant professor within the  
17 College of Education in the Educational Leadership  
18 Program.

19 So in that transition, I still work with the GEAR  
20 UP grant. I write subgrants for the Nevada state GEAR UP  
21 grant. One in particular is approximately \$75,000 that  
22 funds the teacher college program in our college works in  
23 Washoe County School District.

24 And it's again to improve access to

1 post-secondary education by beginning with students. For  
2 that one, it's in the sixth-grade level up until their  
3 first year of entrance. And it's a lot of collaboration  
4 and partnerships at the national level, at the regional  
5 level, state level, and of course locally within Washoe  
6 County School District.

7 And within my current role as an assistant  
8 professor, I have redesigned our entire master's program.  
9 It's now called Nevada Leads. It's a direct partnership  
10 with the district in which just this spring semester,  
11 2017, we launched the new redesign in which I co-teach  
12 with practicing principals in the school district.

13 And we recruited 25 current teachers from the  
14 district who are aspiring principals because my primary  
15 aspect -- a major component of my research is to focus on  
16 developing high-quality school leaders within our state  
17 and beyond.

18 And another aspect to my research includes gender  
19 and ethnic equity for education, access and outreach to  
20 post-secondary education, student resiliency, and then at  
21 the broadest level, educational leadership practices  
22 encompassing organizational change with a particular focus  
23 in districts.

24 And in addition to that, I also have service

1 components. And my service components include ones such  
2 as this one, which is serving as a board member and board  
3 president for Nevada Connections Academy. I'm also a  
4 member of the Washoe K-12 Education Foundation, in which  
5 we've fund-raised approximately \$4 million over the last  
6 few years, all to support initiatives for the  
7 superintendent in Washoe County School District such as  
8 Parent University and other initiatives like AVID, data  
9 monitoring screens for principals to create family nights  
10 that are focused on data and improvement and understanding  
11 how data can impact progress for students.

12 And in addition to that, I also am a member of  
13 the consortium, the College and Career Readiness  
14 Consortium across the nation, which is approximately 13 --  
15 I think it's now 12 states across the country who have  
16 partnered to collectively collect data that is under the  
17 same definition to be able to demonstrate progress of GEAR  
18 UP.

19 And with that, I'm a partner with the National  
20 Council of Community and Education Partnerships Program,  
21 which is also, again, kind of the broadest level of  
22 service.

23 Q Dr. Sanchez, I'm sorry. I don't want to  
24 interrupt you. The court reporter is looking at me,

1 asking you to slow down a bit.

2 A Okay.

3 Q But continue.

4 A So just wholistically, those are the three  
5 components that are my primary role currently, which are  
6 research, teaching, and service.

7 Q Thank you so much. I'm sorry if I cut you off.

8 A No, it's fine.

9 Q And then do you think you can describe a little  
10 bit about your role and responsibilities as president of  
11 the board?

12 A Sure. Some of the primary roles are related to  
13 being able to conduct meetings, ensuring that the board is  
14 an effective board, a qualified board, and then at the  
15 same time, ensuring that, together, we're able to hold our  
16 principal and others accountable for efforts towards  
17 improvement -- I'm a major advocate of continuous  
18 improvement -- and ensuring that we're familiar with the  
19 happenings of the school, at broader levels, at more  
20 individual levels, and understanding data and continuing  
21 to work toward progress.

22 Q Okay. And on that note, can you describe for us  
23 specific efforts, if any, that the board has focused on in  
24 terms of new school activities to help NCA improve and

1 maintain its ability to serve its students?

2 A Definitely. There are, of course, there are  
3 multiple ones. So my examples wouldn't be exhaustive.  
4 But one that has been ongoing and increasingly has  
5 continued and been expanded has been summer support for  
6 summer school funding in order to help students, not only  
7 those who might be credit-deficient or behind in general,  
8 but also, on the other side of it, for students who could  
9 really benefit from summer courses for expansion or  
10 acceleration.

11 Of course, the focus is always given to seniors  
12 who are credit-deficient and would need it for graduation  
13 based to our funding capacity, but in general, that's been  
14 one major initiative.

15 Others have been using programs such as Study  
16 Island or Math Skills Tutor, which was a more recent one,  
17 increasing the way that professional learning communities  
18 function at the school and collecting data on how teachers  
19 are attending those, whether they're finding them  
20 beneficial and, then, of course, have a monitoring and  
21 implementation process continuous with that.

22 A major one which would be tied to the current  
23 aspects related to why we're here are tied to the  
24 graduation rate improvement plan. So some of those would

1 include the freshman academy or senior success.

2 So those are seemingly opposing processes of  
3 where the students are in their time, really capturing and  
4 focusing on the attention of those students and success  
5 for credit courses that can sometimes be the gatekeepers  
6 for them. And then the senior success side of it, now  
7 that they're further down the pipeline in high school, to  
8 again enhance their ability to be on track for graduation.

9 Other ones have been opportunities for tutors.  
10 For example, we've noted in how do you book -- I don't  
11 know if any of you are familiar with John Hattie, but his  
12 meta analysis includes different ways in which practices  
13 have demonstrated effectiveness.

14 And so with that in mind, we've added mentoring  
15 and understanding the teacher-to-student ratio and how  
16 that can support aspects. And then we explore data on how  
17 students are on track, including multiple variables that  
18 then demonstrates that students are alarming, approaching  
19 alarm, and what those were defined as status in terms of  
20 whether we've had contact with them or can include  
21 attendance or can include that they haven't submitted an  
22 assignment.

23 So again, it encompasses more variables in one,  
24 and then also contacts in general in terms of having

1 teachers maintain regular contact with students in the  
2 learning coach. So those would be some examples. But  
3 again, it's not exhaustive.

4 Q Okay. I understand. And what avenues, if any,  
5 are you exploring to ensure that NCA students are staying  
6 on par with students nationally and in the rest of Nevada?

7 A A lot of the avenues for that are, of course, not  
8 only implementation of programs like those that I've  
9 mentioned, but also ensuring that we are making data-based  
10 decisions, whether it be using the alarm system, whether  
11 it's seeing their MAP scores, and where students are  
12 identified as having deficiencies.

13 I don't feel very comfortable using that word,  
14 but again, targeting areas of need or maybe through other  
15 exams that are, again, either state-required, national, or  
16 aspects related to what the school does in general, such  
17 as the grades, their students are actually learning in  
18 their courses and whether they're getting in there  
19 regularly and accessing LiveLesson opportunities for  
20 tutoring.

21 Q And in your experience as president of the NCA  
22 board, have you seen a problem in possibly reviewing any  
23 data with NCA's performance?

24 A In terms of problem, I always find that word

1 unique. I definitely, in my normal role, in my normal day  
2 job, I argue that our education system can often have a  
3 deficit perspective. I am very much an advocate for  
4 having an asset-based perspective and model to focus on  
5 strengths.

6 If I identify aspects in which students have  
7 struggled within our school, it has tended to be in areas  
8 of math, in reading, and it depends on the grade.

9 So for example, in the lower levels, males have  
10 often scored or have been underperforming at lower rates  
11 than have females. But in understanding this and knowing  
12 the national context, our school isn't unique to those  
13 problems. And that actually tends to mirror some of the  
14 ways in which schools at the national level,  
15 brick-and-mortar settings have also performed, but when  
16 comparing either grade-level success or comparing outcomes  
17 by gender, ethnicity, IEP or LAP students.

18 So our school wouldn't necessarily be unique when  
19 we explore some of those outcomes because we're able to  
20 see if they're performing at level with the State, above  
21 level with the State, and then having comparison to  
22 national.

23 And then because of our EMO with Connections  
24 Education broadly, we can join curriculum LiveLessons and

1 be able to have a comparative perspective as to how Nevada  
2 Connections students are performing with others. And we  
3 typically meet or exceed the State's.

4 Q And regarding the events leading up to these  
5 proceedings, can you please walk me through a quick  
6 timeline. First, specifically, maybe you can tell me when  
7 did the board first receive any indication that the  
8 Authority staff was recommending closure of the school.

9 A When we first received indication, it would have  
10 been last March of 2016, and that was because we saw it on  
11 their agenda. Someone actually attended a meeting in  
12 person, and I spoke to the board there in person. I noted  
13 that a simple common notification prior to that, whether  
14 it had been an e-mail or a call to me, would have  
15 graciously been appreciated. But prior to that, there had  
16 been no other indication.

17 In 2013, when Steve Canavera was director of the  
18 Authority, we had met with him because, if I remember  
19 correctly, I think we were up for our charter renewal, or  
20 we were simply meeting to connect because he was in that  
21 role. And so that part I can't remember.

22 But we did meet with him because we wanted to be  
23 able to address and discuss a lower graduation rate. And  
24 in being able to provide context in regard to who our

1 students are, who we're serving, it was clear that we were  
2 providing support for those who had felt that they had no  
3 other option at that point, and we were still able to keep  
4 them in some form of education and help their progression.

5 So ultimately we were in good standing at the  
6 time.

7 And if I forward a little further, actually Steve  
8 Canavero asked me to serve on then what he was creating  
9 was called a governance advisory team because he felt that  
10 we were a very strong model for effective board  
11 governance.

12 And we were creating this team that would then  
13 help other charter school boards be able to either -- we  
14 were just at that time exploring what could be some  
15 options such as whether we would have other board members  
16 come and observe us or if we would create the sort of  
17 technical manual of what would make our State more  
18 effective in terms of the governance.

19 And I was on that because of serving as an  
20 exemplary model of how to ensure that we had that  
21 effectiveness.

22 ACTING CHAIR GUINASSO: Ms. Granier?

23 MS. GRANIER: Yeah.

24 ACTING CHAIR GUINASSO: I'm actually talking to

1 the attorney there. There are questions being asked like:  
2 When did you first become aware of the Authority's action?  
3 And then those questions are followed by long, narrative  
4 answers, which are fine, but maybe we could tighten it up  
5 a little bit just in the interest of time.

6 I think you said she was only available until  
7 3:00.

8 MS. GRANIER: Yes. She had --

9 THE WITNESS: Sure. I can do that.

10 MS. GRANIER: Thank you, Dr. Sanchez.

11 And she did say 3:15 at the absolute latest. So  
12 thank you. We appreciate that.

13 THE WITNESS: No problem. If I fast-forward,  
14 that would take us to September 1st. I believe I have it  
15 on my -- I can't check the date right now, but I thought  
16 it was September 1st that we initiated from Connections  
17 Academy a meeting with Patrick Gavin. That was the first  
18 time I had met him. And -- at his office.

19 We met with him because the Legislature had  
20 passed the 60 percent graduation rate aspect, and we  
21 wanted to be proactive and have a very collaborative and  
22 forward-going discussion in regard to what we could do,  
23 what strategies he had in mind to ensure that we were  
24 moving forward, and just essentially develop an

1 understanding of what our school represents and how we  
2 could continue to make progress.

3 And what was stated at the end of that meeting  
4 was that -- I don't know if I'm allowed to make quotes,  
5 but he said, "I have bigger fish to fry."

6 And that's very vivid in my mind because I  
7 remember stepping out of his office and thinking, okay, so  
8 this kind of means that we shouldn't worry, but let's just  
9 keep moving forward and still put some plans in place to  
10 ensure that we are making progress.

11 And then from there, we didn't hear anything  
12 until the notice in March.

13 BY MS. NANNINI:

14 Q Okay. Thank you. So I just want to back up a  
15 bit and be clear about the timeline.

16 So closure first appeared as an agenda item in  
17 March; is that what you said?

18 A Yes.

19 Q And then do you remember what happened at that  
20 March hearing?

21 A They -- at the end, the board, the Authority,  
22 voted to remove it from the agenda and to collaborate to  
23 work on some things that would demonstrate continued  
24 effort and improvement, which from that resulted the

1 graduate improvement plan. And by May, we submitted a  
2 graduate improvement plan.

3 And somehow through the summer, we were charged  
4 with then switching to a contract rather than our charter.  
5 And in trying to continue to be proactive and  
6 collaborative, we worked on the charter. But then we were  
7 asked to waive our rights to judicial review.

8 Q Okay. And so backing up a little bit again, you  
9 said you met with Patrick Gavin; is that correct?

10 A Yes.

11 Q And during that meeting, what was the goal of  
12 that meeting? Can you elaborate on that?

13 A The goal was to indicate that we were concerned  
14 about and wanting to strategize for how to improve our  
15 graduation rates and understanding the legislative passing  
16 of the 60 percent graduation rate.

17 Q Okay. And did you get any feedback on the grad  
18 rate issue or -- I'm sorry. Have you already covered  
19 that? Can you just clarify there?

20 A We didn't get any feedback in terms of  
21 strategizing.

22 Q Okay.

23 A We were essentially told that we were okay with  
24 the statement of, "I have bigger fish to fry."

1           But we were told that it would help to hire a  
2 private investigator in order to better track our students  
3 in case they were being counted as dropouts and they were  
4 actually somewhere else.

5           And we did actually hire a private investigator.  
6 So it would be after that.

7           Q    Okay. And then you mentioned that, in May 2016,  
8 NCA submitted a grad rate improvement plan to the  
9 Authority.

10          A    Yes.

11          Q    What was your involvement individually, and what  
12 was the board's involvement in creating that plan?

13          A    The involvement was very synergistic in that  
14 there were experts from different aspects related to  
15 Connections Academy. So some were Connections Education  
16 experts from our EMO, and as well as the principal, as  
17 well as my input, and then Laura Granier to ensure that we  
18 had some legal advice related to how we were drafting it  
19 or our writing.

20               And then Steve's perspective as a principal in  
21 being able to identify what's feasible for teachers, where  
22 can we have buy-in, and how does this fit within what we  
23 can financially be able to carry out. And, of course,  
24 identifying what would be the strongest ways to ensure

1 that we do see some progress that's attainable and  
2 certainly measurable.

3 And so my individual involvement was tied at  
4 various levels with that, in reviewing pieces, in having  
5 back-and-forth conversations.

6 We did have, I believe, a couple phone calls with  
7 Patrick Gavin during the time, but we were told that we  
8 wouldn't have very specific aspects in regard to  
9 identifying potential strategies.

10 And then I did also speak with Adam Johnson a  
11 couple times.

12 Q And in your estimation, after working on drafting  
13 this document, about how much time and effort was spent on  
14 the document?

15 A I was incredibly impressed. I don't know that I  
16 can quantify the time and effort, but we were all working  
17 on it together from March through May when it was  
18 submitted and then personally e-mailed the members the  
19 document.

20 I didn't get a response after having e-mailed it  
21 from anyone, but I did send it.

22 Q And what was your understanding and recollection  
23 of the Authority's response to the grad rate improvement  
24 plan?

1           A     My understanding is that it was received very  
2 well. There were members who praised the document in  
3 saying that it was a great model, and everyone, including  
4 us, were excited about being able to have a year to  
5 implement it and see what the outcome would be at the end  
6 of '17.

7           Q     Can you recall what specifically they commended?

8           A     Several of the aspects that were commended would  
9 have, one, of course, that it was submitted in a timely  
10 manner; two, that it was strategic, and there was a lot of  
11 thought and consideration in what could be implemented.

12                     And the third part that immediately comes to mind  
13 is that -- comments were that it also was very  
14 data-driven, that it was very transparent, and that  
15 there's clearly -- there clearly had gone a lot of work  
16 into it.

17           Q     And after the Authority commended the plan, what  
18 happened from there?

19           A     As mentioned, we essentially had no time to -- it  
20 felt like we weren't given any time to implement it  
21 through what seemed to have been agreed on for a year  
22 because then we were asked to convert to a contract. I  
23 was confused.

24           Q     I'm sorry? What was that?

1           A     I just felt confused at that time.

2           Q     Okay.  And regardless of feeling that you had no  
3 time to implement the plan, can you speak to NCA's efforts  
4 to implement it otherwise?

5           A     Absolutely.  I mean, these are students' lives,  
6 families' lives.  These are -- this includes our  
7 leadership.  It includes our teachers and support staff.

8                     And we had a plan in mind.  It was very  
9 data-driven, measurable, and we continued on every piece  
10 that was noted in the graduation rate improvement plan to  
11 implement and to monitor, and we're still in that process  
12 as the school year is not over.

13          Q     And can you speak to the progress of the plan at  
14 all?

15          A     I can.  We get monthly -- when we have our board  
16 meetings, we asked Steve to share perspectives and input  
17 and provide updates on what's occurring.  Some are aspects  
18 related to lower percentages of students on the alarm or  
19 approaching alarm, from that measurement.

20                     A major one, for example, this recent board  
21 meeting that we had, we reviewed students' courses --  
22 course completions.  Particularly, again, those gatekeeper  
23 areas.  And there was a major improvement.  I think in  
24 one, it was 12 percent.  In another category -- I don't

1 remember which one it was, if it was math, it was five  
2 percent. So there was some variability.

3 But the increase of percentage of students from  
4 the prior year to this year for those who are completing  
5 their courses, so those would be some examples.

6 Others are related to teachers attending their  
7 PLC meetings and the outcomes of those. So again, there  
8 are multiple aspects to it.

9 I'm limited on time.

10 Q I'm sorry? What was that?

11 A So I was just saying with being limited on time,  
12 I'm trying to be concise.

13 Q Okay. We understand. I only have a few more  
14 questions.

15 A Okay.

16 Q As a board -- as president of the board, I'm  
17 sorry, have you read anything or done any research as to  
18 what makes up a qualified charter school board member?

19 A I have. Patrick Gavin sent an e-mail; I don't  
20 remember which one it was. I want to say it was maybe  
21 September or October of 2016, this academic year. And it  
22 spoke to best practices of our nation's charter schools.

23 And so, of course, being the selected individual  
24 for our board, I opened up the document and reviewed the

1 areas that were identified as having been the strongest  
2 components of effective characteristics for a school  
3 board. And there were five listed.

4 And I explored who our board was and made a sort  
5 of comparative analysis and identified that we were  
6 meeting them, the first one being the ability to recruit  
7 the best and the brightest. And we have two who have  
8 earned their Ph.D.s, one who is working on a Ph.D., others  
9 with master's degrees, and others with bachelor's.

10 The next one was about professional development.  
11 So having board members have opportunities to pursue  
12 professional development as board members. And I listed  
13 in my mind the different opportunities we have, whether  
14 its attendance at the national charter school, whether  
15 it's Connections Education LiveLessons or meetings for  
16 that, or whether it's something that occurs within our  
17 state such as the NASA, National Association -- or Nevada  
18 Association of School Boards, NASB, or NASA, which is  
19 School Administrators. So all of those are aspects that  
20 we are able to attend and have attended.

21 And the third one was variation in age, gender,  
22 and ideology, which we also meet.

23 And the next one was no election so that board  
24 members are recruited without having elections being held,

1 and that's also something that we do.

2 And the final one was quite simply that the job  
3 is doable. And I reflected on that one and felt that for,  
4 you know, for many on our roles who have so many other  
5 responsibilities in their day to day, it's seemingly less  
6 and less doable over the last year, but we have felt that  
7 it's doable.

8 Q And how would you describe the efforts to recruit  
9 new board members? Have they been successful?

10 A Our personal efforts have been successful in  
11 understanding that either there could be a  
12 reconstitution -- I wanted to explore, you know, if we  
13 were to be able to have a role in that process. Are there  
14 others that we could help recruit?

15 Or with understanding our members and with kind  
16 of this question of closing, are there others that might  
17 want to help, with this particular school in mind, help  
18 our school continue toward improvement for graduation  
19 rates and every other aspect that we support for students'  
20 maximum potential.

21 And in doing so, I did reach out to Patrick Gavin  
22 and Adam Johnson and asked them if they could help me  
23 because I had asked various people and our board members  
24 had been trying. And I thought if, you know, with our

1 partnership, that they could also help recruit some  
2 individuals.

3 I didn't get a response from Patrick Gavin at any  
4 point. I did send, I believe, about three e-mails at  
5 separate instances to follow up.

6 I did get a response from Adam Johnson, which was  
7 that he had asked a couple people but that neither were  
8 interested.

9 And I do have a couple in mind from my end in  
10 case we were to need new members.

11 Q Okay. And as president of the board, do you want  
12 to work with this Authority toward a solution?

13 A We absolutely have. I mean, I would hope that my  
14 personal engagement and presence has demonstrated that,  
15 but also in trying to reach out. At the very first  
16 meeting last March, I asked board members to come visit  
17 Connections Academy, to also be accountable on their end  
18 in regard to what was happening. We absolutely welcome  
19 that collaboration.

20 I even complimented Adam Johnson on his e-mail.  
21 I loved that he ends it with "in partnership." And so I  
22 was optimistic that we could truly collaboratively be able  
23 to see this graduation rate improvement plan get monitored  
24 and follow through.

1           And it's disheartening that since my almost  
2 appeal or request, if I call it that, to come visit, I  
3 have yet to have anybody do that from that end.

4           And in reviewing the framework from the  
5 Authority, it does say at the end of the year that there  
6 is a qualitative component, which would mean that  
7 interviews may have been conducted or site visits. And  
8 unfortunately, to my knowledge, it hasn't happened.

9           But anybody is still welcome to come, and anybody  
10 is still welcome to collaborate.

11          Q     Okay. And one final question in the interest of  
12 time, Dr. Sanchez.

13           You mentioned that you -- that the school was  
14 asked to sign a contract that contained a waiver of  
15 judicial review to some extent.

16           Have you responded to every request of staff  
17 other than that -- signing that contract that you were  
18 offered?

19          A     What do you mean by other requests? Requests  
20 from the Authority or --

21          Q     Yes.

22          A     -- other requests other than the waiver?

23          Q     Yes. So any other requests that staff made of  
24 the school that, you know, would assist in reaching a cure

1 or collaborating.

2 A Sure. The grad rate improvement plan was one of  
3 the largest ones. The very beginning, if I step back from  
4 that, was the private investigator.

5 We were also informed or it was mentioned that  
6 the Authority didn't have enough support to validate our  
7 data and that a third-party validator might be of help.

8 And so we did hire a third party for a  
9 third-party validation, hired somebody, a professor out of  
10 UNLV, and just have continued to implement with fidelity  
11 the graduation rate improvement plan.

12 But -- and also, when we were asked for the  
13 contract, we moved forward with that until we were faced  
14 with judicial review and waiving that.

15 MS. NANNANI: Thank you, Dr. Sanchez. I have no  
16 further questions right now.

17 ACTING CHAIR GUINASSO: Mr. Ott.

18 MR. OTT: Thank you.

19  
20 **CROSS-EXAMINATION**

21 BY MR. OTT:

22 Q Ms. Sanchez, you were on the board in 2013,  
23 correct?

24 A Yes.

1 Q Do you recall that, when your charter was  
2 renewed, there were any conditions on that renewal?

3 A I do not.

4 Q Do you recall --

5 A When it was renewed in 2013?

6 Q Correct.

7 Do you recall being required to put together a  
8 graduation rate improvement plan in 2013?

9 A It would have been the school performance -- part  
10 of the school performance plan, if that's what you're  
11 referring to.

12 Q Well, my question to you is: I will represent to  
13 you that when the board renewed the school in 2013, it did  
14 it conditioned upon the school adopting a graduation rate  
15 improvement plan. And I'm asking if you recall that and  
16 implemented a plan.

17 A We have implemented a plan, yes.

18 Q Okay. When did that implementation of that plan  
19 begin?

20 A It takes effect as it's submitted and approved.

21 Q So when was it submitted?

22 A I don't remember what the timeline is for that.

23 Q Would it have been around the time of the  
24 renewal, so sometime in 2013, on your best recollection?

1           A     I believe so. I think I took position as  
2 president in 20 -- I don't remember if it was summer of  
3 2013 or '14.

4           Q     But your testimony is that plan was implemented,  
5 correct?

6           A     Yes.

7           Q     Has that plan been successful?

8           A     It has. It's difficult to measure in that, as  
9 it's been implemented, there is also variability in growth  
10 at the school level and in the type of student that we're  
11 receiving. So we've seen fluctuation in the graduation  
12 rate improvement plan. It's been the most successful from  
13 2016, and we're still waiting to see what 2017 will look  
14 like.

15          Q     So again, just to restate the question, in your  
16 opinion as board member and now board president, has the  
17 2013 graduation rate improvement plan that was a direct  
18 condition of your renewal been successful in its  
19 implementation?

20          A     In contextualizing it, where some of the students  
21 are and understanding that, yes. It has been as  
22 successful as it can be under the conditions, but it  
23 doesn't mean that we've seen what we would want to. So  
24 we're still working toward growth and improvement as that

1     variability grows with who the students are.

2           Q     Did you see any need to adjust that plan prior to  
3     learning about the Authority's potential action against  
4     your charter?

5           A     We did see a need.  So that's part of the reason  
6     why we had met with Steve Canavero at the time, and then  
7     we met again in September of 2015 with Patrick Gavin.  But  
8     it was indicated that everything was going to be signed,  
9     that we could continue to do what we were doing and  
10    continue to work toward growth and progress.

11           And again, one of the suggestions was that we  
12    might want to hire a private investigator to better  
13    identify where our students were going, which could also  
14    help to improve those rates.

15           Q     How do you come to the conclusion --

16           A     But ultimately, it was --

17           Q     Yes.  You can finish.

18           A     I was going to say that, ultimately, with the  
19    statement, it was clear that we seemed to be in good  
20    standing and had a common understanding of the context of  
21    our students.

22           Q     How do you come to the conclusion that the 2013  
23    graduation rate improvement plan was a success?

24           A     By understanding in context of who the students

1 are, that's always a success in that oftentimes these are  
2 students who have no other options.

3 So if I, as a practitioner, in seeing that a  
4 student can leave the education system and do nothing or  
5 can stay in the education system, enter an online school  
6 such as ours, and maybe not graduate immediately because  
7 they're more than -- behind than other students, it's  
8 still a success because any exposure to our curriculum is  
9 still better than no exposure. And we can continue to  
10 work with them, and maybe immediately it will look as if  
11 there is no success, but the long-term aspects from that  
12 are definitely also something that must be considered.

13 So I don't want it to seem as if I'm viewing it  
14 as not being accountable, but rather that, in  
15 understanding the accountability, I'm not focusing on one  
16 measure which would be the graduation rate.

17 It's a single point. And in March when I  
18 attended the meeting, I asked the board members to  
19 consider the aspects beyond a single point.

20 And I remember mentioning there that in their own  
21 classes that I teach to our aspiring principals, I tell  
22 them that it wouldn't be effective to always make a  
23 complete database decision on one single point without  
24 including other context and variables in helping to

1 identify that decision.

2 MR. OTT: Mr. Chair, I have a number of further  
3 questions, but the witness did say that 3:15 was the  
4 maximum time. I want to be respectful of that, and I  
5 don't want to put her in a position of having to interrupt  
6 me in the middle of a question. So can we check on her  
7 time?

8 ACTING CHAIR GUINASSO: Yeah, Ms. Sanchez --

9 THE WITNESS: We can go five more minutes.

10 ACTING CHAIR GUINASSO: Mr. Ott, how much more  
11 questioning do you have?

12 MR. OTT: Much more than five.

13 ACTING CHAIR GUINASSO: Much more than five? 15?

14 MR. OTT: I could probably do it in 15, but that  
15 wouldn't leave time --

16 THE WITNESS: Okay.

17 MR. OTT: -- for the board or anything else.

18 ACTING CHAIR GUINASSO: I think with her, we'll  
19 just forego the board questioning and just have your  
20 cross. We won't have a redirect, though. Is that okay?

21 MS. GRANIER: Well, so far.

22 ACTING CHAIR GUINASSO: Yeah. Can you give us  
23 15 minutes, Ms. Sanchez?

24 THE WITNESS: Sure.

1           ACTING CHAIR GUINASSO: Okay. Thank you.

2 BY MR. OTT:

3           Q     Okay. So my question regarding -- and thank you  
4 first. I apologize for not being polite.

5                     So with regard to that 2013 plan, I'm not asking  
6 you about the success of your school. I'm asking you  
7 about the success of the implementation of the plan to  
8 increase your graduation rate.

9                     It sounds like -- is it fair to say that you do  
10 not need to see an increase in the graduation rate to  
11 judge that plan as a success?

12           A     I think you need to see part of that, the  
13 graduation rate, but it wouldn't be the single measure.  
14 And I'm confused as to why you would think that that rate  
15 or the plan itself wouldn't include the school  
16 wholistically.

17           Q     Well, because --

18           A     Then I would be leaving out all the context.

19           Q     So the reason why I'm focused on that is because  
20 it was a condition of the board's approval of renewal of  
21 this school. And so I can read to you the motion. It  
22 says:

23                     Member McCord: Motion for the approval  
24                     for the term specified under statute with

1 the provisions that Nevada Connections  
2 Academy must create a clear plan for math  
3 proficiency improvements and high school  
4 graduation rates.

5 And Member Abel seconded. The motion carried  
6 unanimously.

7 So the Authority was very clear that school  
8 graduation rates needed to improve. You then implemented  
9 a graduation rate plan. And you're telling me that plan  
10 is successful.

11 And I'm asking you if the plan can be successful  
12 if a graduation rate doesn't improve. And I believe your  
13 answer is yes; is that correct?

14 A It is successful including other context, but  
15 focusing on one measure --

16 Q Okay. Hypothetically, could -- sorry.

17 MS. GRANIER: Can she finish her response?

18 BY MR. OTT:

19 Q Hypothetically, could the plan be a success if  
20 the graduation rate went down?

21 A Including all measures and including that also  
22 math was another consideration of that as well, it  
23 encompassed other aspects of success.

24 Q Okay. Put math to the side for a second. Just

1 the portions of the plan that were improving the  
2 graduation rate, could those portions be considered a  
3 success if the graduation rate decreased?

4 ACTING CHAIR GUINASSO: Mr. Ott, I think -- I'm  
5 sorry.

6 THE WITNESS: They can --

7 ACTING CHAIR GUINASSO: I'm sorry.

8 THE WITNESS: They can --

9 ACTING CHAIR GUINASSO: I think -- excuse me. I  
10 just want to interject here.

11 I think she's answered the question, and probably  
12 not the way you want her to. But she said yes. We'll  
13 just let the record reflect that that's the fact, and  
14 because if you keep asking it different ways, it's just  
15 going to be the same answer --

16 MR. OTT: I'll move on.

17 ACTING CHAIR GUINASSO: -- at least based on the  
18 two last questions. Thank you.

19 THE WITNESS: I did just want to finish my  
20 statement. I did just want to finish my statement saying  
21 that they can in that oftentimes, as implementation of a  
22 program is in place, and you see those aspects of success,  
23 that's still part of even the -- an outcome didn't fully  
24 show through as an average.

1 BY MR. OTT:

2 Q Thank you for that.

3 Is it fair to say, then, that you could consider  
4 the 2016 graduation rate improvement plan a success, even  
5 if the graduation rate does not improve?

6 MS. GRANIER: I think Member Guinasso just said  
7 you asked her and she answered this question, unless I  
8 missed something.

9 ACTING CHAIR GUINASSO: I think it's a different  
10 question.

11 MR. OTT: This is about the 2016 plan.

12 MS. GRANIER: Okay. I'm sorry. I'm sorry. I  
13 apologize. I apologize. I withdraw.

14 THE WITNESS: Are you referring to what will  
15 happen at the end of 2017, the grad rate improvement plan  
16 that we submitted in May?

17 BY MR. OTT:

18 Q Yes, the plan that you submitted in May, I  
19 believe you testified you were implementing and it was  
20 working.

21 My question is: Is it fair to say that that plan  
22 you could consider a success despite the fact -- or even  
23 if graduation rates did not improve?

24 A As there is growth in the graduation rate, which

1 is to be seen, we are already seeing success for that by  
2 seeing reduction in the percentage of students who were  
3 not passing courses or who were not participating on a  
4 regular basis or who were not communicating or logging on  
5 regularly.

6 So those are, again, still areas of success in  
7 the grad rate improvement plan that we already have  
8 monitored and have been tracking.

9 Q Is it fair to characterize that as a yes with an  
10 explanation?

11 A Yes.

12 Q Thank you. Did the board have cause to approve  
13 benchmarks for this 2016 graduation rate improvement plan  
14 at any time?

15 A Repeat that question?

16 Q Did the NCA board have cause to approve  
17 benchmarks for the 2016 graduation rate improvement plan?

18 A And when you say 2016, you're referring to the  
19 one that will again be at the end of this academic year?

20 Q I'm referring to the one dated May 2016. It's  
21 been entered into our evidence.

22 A Okay. I just want to make sure I'm not confusing  
23 it with graduation rate at the end of 2016 versus at the  
24 end of the 2017. And we did have cause for setting

1 benchmarks.

2 Q And did you approve benchmarks?

3 A Yes.

4 Q And what was the benchmark for the 2016 cohort?

5 A I don't remember that off the top of my head.

6 Q I'll represent to you that the document I have  
7 says it was 45 percent.

8 A Okay.

9 Q Does that seem accurate to you?

10 A Yes.

11 Q What was your understanding of the purpose of the  
12 benchmarks when you adopted them?

13 A To be able to demonstrate growth and to also to  
14 do something in a way that's reasonable for what we know  
15 in terms of educational growth.

16 So for example, across the state, from one year  
17 to the next, the percentage grew by two percentage points,  
18 from 70 to 72. So if a benchmark is established that's  
19 completely unattainable, it also leads to failure in  
20 understanding organizational change in theory.

21 But at the same time, in having that context, in  
22 order to see change, we need to understand that it can be  
23 incremental. And incremental is something that's still of  
24 value.

1           So it's trying to identify something that's not a  
2 complete overreach, but also something that's not lowering  
3 expectations for what we would wish to pursue.

4           Q     Did you meet the 2016 benchmark?

5           A     For 2017, we don't know exactly what it is yet.

6           Q     2016.

7           A     If that's what you're referring to.

8           Q     No. I'm referring to the 2016 graduating cohort.

9           A     I believe for 2016, it was 40.9 percent, if I  
10 remember, about 41 percent, which was approximately five  
11 percentage points than the prior year.

12                   And in comparing statewide, which was only two  
13 percentage points, that shows major growth in  
14 understanding the context of who our students are, which  
15 is a large portion of students who, again, are  
16 credit-deficient, are here as a last resort, have seen a  
17 lack of support in other systems or organizations within  
18 the public education system and so forth. So --

19           ACTING CHAIR GUINASSO: Ms. Sanchez --

20 Ms. Sanchez, I'm going to interrupt you. I did this to  
21 Mr. Gavin as well.

22                   When a question is asked and it calls for a yes  
23 or no answer, could you please answer yes, no, or I don't  
24 know? And then if you want to provide an explanation, you

1 certainly can do that.

2 THE WITNESS: Okay.

3 ACTING CHAIR GUINASSO: And please answer the  
4 question presented.

5 THE WITNESS: Sure.

6 ACTING CHAIR GUINASSO: That would help us in  
7 terms of the limited time that you have.

8 THE WITNESS: Okay. Could you repeat the  
9 question?

10 BY MR. OTT:

11 Q Yeah. I'll just restate that.

12 Did you meet the 2016 benchmark?

13 A No.

14 Q Do you know what the benchmark is for 2017?

15 A I don't remember it off the top of my head.

16 Q I will represent to you that it was 50 percent,  
17 was what was passed in your meeting.

18 Do you believe, as you sit here -- or I don't  
19 know if you're sitting, but as you're here today  
20 testifying, that you will meet the 2017 benchmark?

21 A I believe we can. Part of it is seeing the  
22 growth from last time to this time and who our students  
23 are. So we do have more students entering who are, again,  
24 credit-deficient. And if we approach it and if it's an

1 increase from the prior year, I do think that's a value to  
2 consider as part of the success, because otherwise, we're  
3 just focusing on one single measure for an entire school.

4 Q Did the school's failure to meet the 2016  
5 graduating -- or benchmark cause you to consider any  
6 changes to the plan?

7 A To the graduation -- to the plan that was  
8 submitted after 2016 graduation rate? Could you clarify?

9 Q To the plan that you were implementing and to the  
10 plan to which the benchmarks were applied, which was the  
11 2016 plan.

12 A There have been --

13 MS. GRANIER: I'm going to object. That  
14 misstates -- I'm sorry. Especially because we don't get  
15 redirect, I need to object. That misstates.

16 That plan was not even done until May, and we're  
17 talking about -- of May of 2016, and we're talking about a  
18 graduation rate that also -- and the benchmark reflected a  
19 different calculation than Mr. Ott is using.

20 And that has been presented in evidence already.  
21 He's aware of that. The witness is on the phone and  
22 doesn't have documents in front of her. So I think the  
23 record needs to be clear.

24 ACTING CHAIR GUINASSO: I appreciate the

1 objection.

2 Just rephrase the question.

3 BY MR. OTT:

4 Q Did the graduation rate results of 2016 cause you  
5 to consider any changes to the graduation rate improvement  
6 plan?

7 A There are always changes to be considered  
8 regardless of graduation rate because, again, there are  
9 multiple variables that help to develop a strategy that  
10 will serve to continuously improve.

11 So if I'm answering your question, there are  
12 multiple things that would be different from the prior  
13 piece which would include, for example, the creation of  
14 the freshman academy or the senior success, would include  
15 increasing funds to summer school.

16 So all of those are components that were enhanced  
17 from prior years and being able to strategize or identify  
18 aspects that were working that can then be improved upon.

19 ACTING CHAIR GUINASSO: Ms. Sanchez, was that a  
20 yes or a no?

21 THE WITNESS: That would be a yes.

22 ACTING CHAIR GUINASSO: Okay. Thank you.

23 BY MR. OTT:

24 Q I want to touch on the objection that Ms. Granier

1 made.

2 Were there any modifications to the state  
3 graduation rate in the benchmarks that you approved?  
4 Period.

5 A Modifications in the school, or are you talking  
6 about modifications in the formal document? I'm not sure  
7 what you're...

8 Q The Department of Education publishes a  
9 graduation rate for high schools, correct?

10 A Yes.

11 Q So in the benchmarks that you adopted, was it  
12 your understanding that you were adopting those benchmarks  
13 based on the State of Nevada's graduation rate or on some  
14 modification to that state graduation rate?

15 A We had demonstrated multiple ways in which it  
16 could be with understanding that E-S-S-A, ESSA, that can  
17 also potentially, because of the time the State was  
18 considering different options for addressing the  
19 graduation rate.

20 So in being proactive, we were exploring ways  
21 that would look at the State but also potential  
22 differences. And also, in understanding the context of  
23 the graduation rate, we were looking at the differences  
24 between those who were credit-deficient or those who were

1 not.

2 So there are multiple things. I don't know if I  
3 can -- if that's what you're asking me.

4 ACTING CHAIR GUINASSO: Mr. Ott, last question.

5 BY MR. OTT:

6 Q Last question. Given the actual State of Nevada  
7 published graduation rate and understanding your student  
8 population, do you believe that you can ever get to  
9 60 percent on that state graduation rate, not any  
10 modification of it?

11 A I believe that we can absolutely work toward  
12 doing that. It's difficult. If anybody had solved that  
13 or found a solution to that, every school, whether it's  
14 brick and mortar or not, would have the direct strategy  
15 and attain it. So I believe that we can continue to  
16 strive for that.

17 I do, again, understand that, in educational  
18 change, it is incremental growth, and it's something of  
19 measure. But I can't -- even if I were to do a regression  
20 analysis, it could still come up differently because  
21 enrollment changes, types of student change, laws in the  
22 state change, et cetera.

23 So I would absolutely hope that we continue to  
24 hold everyone accountable for first doing that and in

1 continuing to work toward that, but also understanding the  
2 context behind it and the measure behind who the students  
3 are and not focussing on one single point to determine  
4 success.

5 ACTING CHAIR GUINASSO: Ms. Sanchez, it is now  
6 3:31. I thank you for your time. I thank you for your  
7 flexibility over the last couple of days.

8 I know you expected to testify sooner, and I  
9 appreciate you being available here on a Saturday to help  
10 us in our decision-making process.

11 Have a good Memorial Day weekend.

12 THE WITNESS: Thank you so much.

13 ACTING CHAIR GUINASSO: Sure, sure. Thank you.

14 Counsel, I just want to note for the record, each  
15 of you got exactly 30 minutes with the witness. So I  
16 tried to be fair in terms of the time that you had. We  
17 didn't take board member questions in that regard, and I  
18 don't know that that was necessary. I think you both  
19 asked the right questions of this particular witness.

20 I want to take a few minutes to talk about what I  
21 addressed with you both at around noonish or whenever it  
22 was about how to proceed from here.

23 We've now been working very diligently, all of  
24 us, I think, for three days to address the first kind of

1 threshold issue. And I know we would like to take more  
2 testimony and more evidence, and perhaps we'll have  
3 another witness before we conclude today, keeping in mind  
4 that I have to make time for public comment. So we'll  
5 probably end around 4:30, 4:40. So let me just offer this  
6 to you.

7 What if we were to conclude the hearing -- I  
8 would accept, of course, the validation report. It's  
9 already been admitted into evidence. We would conclude  
10 the hearing. We would call for written closing arguments  
11 that would be due ten days before the rescheduled hearing.  
12 And I imagine we would do this rescheduled hearing  
13 sometime in July.

14 The issues I'd want you to address in written  
15 closing arguments would be whether the Nevada State Public  
16 Charter School Authority can establish by preponderance of  
17 the evidence that Connections Academy failed to correct  
18 the alleged deficiency in its graduation rate.

19 And the three subissues to that that we talked  
20 about at the commencement of this hearing are, you know,  
21 whether, for the 2015 and 2016 graduating cohort at NCA as  
22 defined or as -- probably not -- defined is not the right  
23 word, but as referenced in NAC 389.0246, and NCA was less  
24 than 60 percent.

1           The second subissue is whether Nevada Connections  
2 Academy corrected or proposed corrections to this  
3 deficiency, and then whether those corrections or proposed  
4 corrections are sufficient to correct the deficiency.

5           What we will do is we'll schedule a two-day  
6 hearing in July. When we receive this -- your closing  
7 arguments before this scheduled hearing, the first order  
8 of business at the hearing would be to hear rebuttal  
9 arguments because I want the closing arguments or I'd like  
10 to see the closing arguments submitted simultaneously.

11           And then if either of you have rebuttal to make  
12 relative to what was represented in the closing arguments,  
13 we'll give -- since it's the Authority's burden, we'll  
14 give the Authority 25 minutes. We'll give Connections  
15 25 minutes, and then the Authority will have the final  
16 word with the last ten minutes. So it will be an hour for  
17 rebuttal in that hearing.

18           After that, the board will deliberate and make a  
19 decision on those issues. If the board finds in favor of  
20 Connections, then no further action will be necessary and  
21 the two days that we've scheduled for the hearing, we  
22 won't have any work to do.

23           If the board finds in favor of the Authority,  
24 then we will commence the two days of hearings to decide

1 if Connections Academy should be subjected to either  
2 reconstitution or closure. And that two-day hearing would  
3 ultimately cover those issues, assuming that the board  
4 finds in favor of Connections Academy as a result of the  
5 written closing arguments.

6 Now, from today's date, I would propose that you  
7 both have the opportunity 14 -- that is 14 days to  
8 supplement the record, because we've asked for, for  
9 example, on CC for additional evidence to be included.

10 Out of fairness to Connections, if there were any  
11 of the 2,000 documents that you thought were absolutely  
12 essential, what I would like to see is you supplement the  
13 record within 14 days, and then whatever the supplement is  
14 from either of you, that you state succinctly what the  
15 purpose of the supplement is.

16 And for the Authority, any supplemental evidence  
17 that you want to submit, please mark it Sup 1, you know,  
18 so Supplemental 1 or Supplemental 2 so that it creates a  
19 clear record. And for Connections, you would do  
20 Supplemental A, Supplemental B.

21 In addition to that, we will accept affidavits.  
22 Since perhaps you may have wanted some additional  
23 testimony, we'll accept affidavits within the next  
24 14 days. After either of you receives an affidavit within

1 this 14-day period, you'll have seven days to request  
2 cross-examination of that.

3 So if you see an affidavit and you don't like it  
4 and you want to cross-examine that person, it will be  
5 incumbent upon the parties -- once we receive the request  
6 to cross-examine, I'll send notice or -- I'll send notice  
7 through Mr. Whitney that you're entitled to that  
8 cross-examine. There won't be any reason to not.

9 But what I'll ask you to do is schedule some sort  
10 of either telephone deposition or in-person depo, whatever  
11 you want, but something that can allow that deposition to  
12 take place very quickly because if you want it to be a  
13 part of your closing argument, then it needs to be done so  
14 that you can submit your closing argument on the deadline  
15 that we've established.

16 I'm not inclined to continue this matter any  
17 further given the fact that families are waiting for us to  
18 make a decision on these issues.

19 I'd like to further propose that the transcripts  
20 be produced as soon as possible so you have the benefit of  
21 those to cite in your closing arguments, and that those  
22 transcripts be provided to the board ten days prior to the  
23 hearing as well so that when you're referencing the  
24 transcript, we have that available to us so that we can

1 review whatever pages you cite.

2 Along with the suggested course of action, I just  
3 have some advice, for what it's worth. You have now both  
4 had the opportunity to listen to members of the board, ask  
5 questions and make comments. I would just encourage you  
6 to tailor your arguments really to what you've heard.

7 And with regard to the proposed cures that have  
8 been presented both in December and March, you may have  
9 gotten a better sense of where the board sits and what the  
10 board's interests are. So I'll give you the ability in  
11 your closing argument, if you would like, to present new  
12 elements to the cure that you believe the board should  
13 consider based on what you have heard.

14 Please understand and -- at least in my view, and  
15 I think the statute supports this. The question of an  
16 appropriate cure is for the board to decide, not the  
17 executive director. So I wouldn't concern yourself with  
18 what you believe Mr. Gavin has done or not done or what  
19 he's said or not said.

20 Essentially, what we are here to do as a board is  
21 to give you de novo review of the proposed cure and make  
22 our own decision as a body as to whether those cures are  
23 satisfactory, and if we don't find them satisfactory, to  
24 give you cogent reasons why we think it's not. Or if we

1 think it is satisfactory, to give you cogent direction as  
2 to what our expectations are with regard to following  
3 through on the proposed cure.

4 I'd also suggest that if your proposed cure  
5 doesn't have some limitation on judicial review, you will  
6 be proposing a cure that will not satisfy what the board  
7 has previously directed. And certainly, you're right to  
8 do that if you have objections to that, but I just want to  
9 admonish you on that.

10 And if you think that the limitations to judicial  
11 review that have been discussed over the last three days  
12 somehow are unconstitutional or unfair, you can certainly  
13 make those arguments, but just understand that that was  
14 prior -- you have a burden to show why the prior board  
15 direction shouldn't be imposed as a part of this proposed  
16 cure.

17 And I only offer that, again, as just my own  
18 opinion based on the understanding of how we have gotten  
19 here today.

20 So going back to the two-day hearing in July,  
21 binders for that hearing on the second issue, let's make  
22 sure that those are completed five days prior to the  
23 hearing.

24 In that binder, you can include a prehearing memo

1 addressing the second issue. You can propose witnesses to  
2 address that second issue. And if you have any unique  
3 evidence to the second issue, you can provide the evidence  
4 there.

5 Two days before the scheduled hearing, I'd like  
6 to have a prehearing meeting that would involve myself,  
7 Mr. Whitney, Mr. Ott, and Ms. Granier. And the purpose of  
8 that prehearing meeting would be simply to review what new  
9 documents, if any, are being presented in the binder and  
10 to consider what certain -- what objections may or may not  
11 be raised.

12 Because if we can come to an agreement about the  
13 exhibits before the hearing, it will save us a lot of time  
14 because we spent a lot of time the first day doing what  
15 maybe we could have accomplished maybe a few days before,  
16 and so I want to avoid that lack of efficiency. So let's  
17 make sure we schedule that two days before.

18 And then what we'll also do during that  
19 prehearing meeting is we'll go over a hearing schedule so  
20 that we are all on the same page about how the hearing  
21 will progress and including the rebuttal time that we've  
22 talked about, the deliberation time of the board, and what  
23 we think it's going to take to adjudicate the second  
24 issue.

1           So I've said a lot there in terms of how I  
2 propose -- what I propose to proceed forward. I've got  
3 one other thing I want to address by motion, but let me  
4 just ask first, out of deference to my fellow members,  
5 does that course of action -- is that a -- is that  
6 acceptable to the rest of my fellow members?

7           UNIDENTIFIED MALE SPEAKER: Is it something you  
8 need a motion on?

9           ACTING CHAIR GUINASSO: Not yet. I just want to  
10 get a sense of, you know, if any of you said, hate that  
11 idea, I don't want you to do it, I'd want to hear that  
12 before we did anything else. I've talked to the parties  
13 about it, but I hadn't talked to you about it.

14           MEMBER SNOW: Are we going to have a limitation  
15 or a cap on the number of days? You said two, and I would  
16 just like to see us be able to stick to a schedule and not  
17 have this subject to a lot of additional testimony, a lot  
18 of additional talk, and have us make a decision. I'd be  
19 fine with that if we could stick to two days.

20           ACTING CHAIR GUINASSO: Let me ask the parties.  
21 Do you think, if we were to reach the second  
22 issue -- and that is not a foregone conclusion at all. If  
23 we were to reach the second issue, would two days be  
24 enough to decide whether reconstitution or closure was

1 appropriate?

2 MS. GRANIER: I would ask, given the gravity of  
3 the decision, for three days given how things went this  
4 time. If we're going to have a cap, I'd err on the side  
5 of caution and hope that we can stop sooner.

6 CHAIRMAN GUINASSO. Okay. So let me amend the  
7 plan to say that the hearing that we schedule will need to  
8 be scheduled for three days. I agree with you, it's a  
9 very high-stakes decision.

10 I don't at all regret the time we've taken to  
11 work on this issue. When you're making a high-stakes  
12 decision like this, I think you should take time and  
13 deliberate, but we do have to come to a conclusion too.  
14 So I have to weigh those two things out.

15 So Member Gardner?

16 MEMBER GARDNER: I love the plan. My only thing  
17 is maybe we should have some clarity on how the documents  
18 were provided, like exact dates. I know at this time, we  
19 had some trouble between whether it's e-mailed to Robert,  
20 whether it's e-mailed to Ott, whether it -- how -- whether  
21 uploaded.

22 If we could just have some clarification about  
23 how and where, I think it would eliminate a lot of issues  
24 instead of us having to discuss those again.

1           ACTING CHAIR GUINASSO: Yeah. Let's make  
2 Mr. Whitney the focal point of production. And when I  
3 talk about having the binders prepared five days in  
4 advance, I'm not sure, thinking logistically, because  
5 we've got members in the north and the south, how  
6 everybody would have a copy of that sort of a binder.

7           UNIDENTIFIED FEMALE SPEAKER: [Indiscernible].

8           MS. GRANIER: We can ship them if you want.

9           ACTING CHAIR GUINASSO: Would you be able to send  
10 them to each member?

11          MS. GRANIER: Yeah.

12          ACTING CHAIR GUINASSO: That would be great. And  
13 then we'd all have the same documents; we're all on the  
14 same page; there's no issue with what was uploaded and not  
15 uploaded.

16          We'll still upload. Mr. Whitney, we'll still  
17 upload then for the purposes of the public so that the  
18 public has the same information that we have. But for  
19 purposes of production, they'll send an e-mail to you of  
20 what they're producing, whether there's supplements or  
21 whether it's the binder itself or any documents, for that  
22 matter.

23          But with regard to the binder itself, leading up  
24 to the hearing, they'll provide us a copy of their binder

1 five days before via some delivery method.

2 Does that address your concern, Member Gardner?

3 MEMBER GARDNER: Just one other thing. Are we  
4 doing a, like, end-of-business 5:00 p.m. deadline, or are  
5 we just doing a 12:00/11:59 kind of deadline for the 14  
6 days or the five days or the ten days, any of those?

7 ACTING CHAIR GUINASSO: Let's do end of business.  
8 End-of-business deadline. Is that acceptable to the  
9 parties?

10 MEMBER GARDNER: I would actually recommend a  
11 11:59.

12 ACTING CHAIR GUINASSO: 11:59, okay. All right.

13 MEMBER GARDNER: I think it would provide -- if  
14 they need the extra time that day, I've been in that  
15 situation myself. So 11:59 I think would be a better time  
16 frame.

17 ACTING CHAIR GUINASSO: All right. So we'll say  
18 -- go ahead.

19 MR. OTT: Considering the 14 days, and seven days  
20 from 14 days will both be Saturdays, I will endeavor to  
21 meet that deadline at least 24 hours early.

22 ACTING CHAIR GUINASSO: Let's make it -- let's  
23 make it 14 days from Monday. So you will both have the  
24 weekend in that regard. So then what we're dealing with

1 is a 14-day deadline that starts on Monday and ends  
2 whatever two Mondays from now --

3 MS. GRANIER: June 5th.

4 ACTING CHAIR GUINASSO: June 5th?

5 MS. GRANIER: Yeah.

6 ACTING CHAIR GUINASSO: So -- is it June 5th?

7 MS. GRANIER: Oh, wait, no. It's June 12th.

8 Excuse me.

9 ACTING CHAIR GUINASSO: June 12th, so that's two  
10 weeks at 11:59.

11 I'm just trying to be fair so if those deadlines  
12 won't work for you all, let me know, but I think that gets  
13 us in before your vacation. And then whenever we  
14 schedule -- now, that's the other piece of this.

15 I believe we're going to target some time in  
16 July, but what we'll do is we'll have Danny coordinate  
17 with your assistant to find a date in late July/early  
18 August. So let's look at the window of the last week of  
19 July, last week of August.

20 Members, you'll get contact about your  
21 availability, and we're looking for three days. We're  
22 looking for three days -- we're looking for three days  
23 last week of July, first week of August. We should  
24 anticipate public comment so be sure that what we --

1 whatever room we schedule, we've got that taken care of.

2 If at all possible, if there is a space that can  
3 allow us to work until 7:00, that would be preferable; and  
4 that whatever court reporter that we hire, if we can have  
5 either alternating court reporters so that we don't have  
6 interruptions due to -- you know, due to their need to --  
7 understandable need to have a break.

8 By no means am I trying to be overly critical,  
9 but we've just got business to take care of, and some of  
10 the stoppages have been very inelegant and have kept us  
11 from really moving through the hearing the way that we  
12 need to. So whoever we hire as a court reporter, let's  
13 just make sure that they're able to meet our needs from  
14 start to finish without interruptions in our proceedings.

15 Any other suggested additions or -- to this sort  
16 of proposal?

17 MR. OTT: This goes a little bit to Member Snow's  
18 concern about the time frame. Given that we have already  
19 disclosed the evidence and the witnesses necessary for  
20 both phases of the hearing, today, I understand  
21 supplements that we talked about earlier today, but you  
22 had also talked about additional witnesses in evidence for  
23 phase two.

24 And I'm not clear as to what the need is since

1 those should have already been disclosed as to for this  
2 hearing.

3 ACTING CHAIR GUINASSO: My hope is that perhaps  
4 we can refine what our needs are for our next hearing, and  
5 that we would be a little bit more deliberate about what  
6 we want for -- because next hearing, keep in mind, will  
7 just be -- if we have a hearing, will just be on  
8 reconstitution and/or closure.

9 I would imagine if we got to that point that  
10 Ms. Granier would want to recall, say, for example,  
11 Mr. Gavin. There may be other witnesses that we excluded  
12 from this hearing that may be able to speak to the second  
13 issue.

14 And so, you know, I don't want Ms. Granier and  
15 her client to leave this place thinking they have to file  
16 something in District Court to make sure that they get a  
17 fair hearing.

18 And so whatever actions we've taken today that  
19 may have limited their presentation, what I'm trying to do  
20 is open the door ever so slightly so that they can make  
21 the best case that they possibly can, both with regard to  
22 the first issue as well as with regard to the second  
23 issue.

24 MR. OTT: So with that explanation, do I

1 understand that the universe of people who may be called  
2 would be limited to the people who have already been  
3 disclosed based on either our witness list or any of her  
4 witness list as supplemented?

5 ACTING CHAIR GUINASSO: I would prefer that, but  
6 if there's a compelling reason why a different witness  
7 should be brought forward or why additional evidence  
8 should be considered, that's why I asked for a succinct  
9 statement as to why that is being offered. That allows us  
10 to evaluate what's going on, why is this coming after the  
11 fact. And then it allows you or Ms. Granier, depending on  
12 who is offering to make appropriate objections at that  
13 time.

14 And again, what I would hope is that we wouldn't  
15 have 53 witnesses, but what we would have is like five of  
16 your best witnesses on the issue because that's what we  
17 know we can get through, and we know those five witnesses  
18 can address, you know, whatever the arguments are.

19 And hopefully, the prehearing meeting that we'd  
20 have two days before would resolve any of the ambiguity so  
21 that we have a really coherent day planned -- or three  
22 days planned out and three days when we know we can reach  
23 a decision.

24 Again, assuming if we even reach the second

1 issue. I think we've got enough evidence and we've heard  
2 a lot of testimony, maybe not enough, and that's why I've  
3 offered the opportunity for affidavits so that if you  
4 didn't feel like you got enough testimony in for your case  
5 in chief, Ms. Granier, you have opportunity to supplement  
6 that testimony with affidavits from people that could  
7 speak to issues you want.

8 And the same with you, Mr. Ott. If there was  
9 things that, you know, you heard that you wanted to -- you  
10 wanted to add another -- you've heard some testimony, you  
11 wanted to add another witness to rebut some point that was  
12 made, you'd have an opportunity to present that affidavit,  
13 too.

14 So we've heard a lot of information. I don't  
15 want to hinder your ability to add to that, provide  
16 rebuttal testimony, or to provide supplemental testimony.

17 So any other questions?

18 MS. GRANIER: A couple, if I may.

19 Dr. Garza has been on standby since Thursday.  
20 Yesterday. Excuse me. I would just ask -- I understand  
21 what you're trying to do, and I appreciate that. Would it  
22 be possible for me to just put him on. He can just  
23 explain for the record what he did, and then if the board  
24 members have questions and would like to see any further

1 information validated based on what you heard, it would do  
2 two things.

3 It would hopefully provide you any helpful  
4 information that you need, but it would also, I think, be  
5 nice for him since he has been waiting for so long to  
6 testify.

7 Toward that end, I also wanted to ask two other  
8 things. I think we can, based on what you said, but can  
9 we supplement the record to address, you know, any board  
10 questions? There were very specific questions for  
11 information, and we'll certainly respond to those. If  
12 there were other board questions, when we read the  
13 transcript --

14 ACTING CHAIR GUINASSO: You're going through the  
15 transcript, you say, oh, this is a board question, yeah.  
16 And that's why, you know, I said provide a succinct  
17 statement to your supplements.

18 And so my disposition is to be liberal in  
19 allowing that. Of course, if there are objections at the  
20 two-day -- at the prehearing conference two days before,  
21 we'll consider those. And then whatever we need to bring  
22 to the board for a final decision, we'll do that. But it  
23 will help us kind of refine any disagreements and help us  
24 be transparent with each other about what we're doing with

1 evidence and that sort of thing.

2 With regard to Mr. -- is it Dr. Garza?

3 MS. GRANIER: Dr. Garza.

4 ACTING CHAIR GUINASSO: Yeah, Dr. Garza. He's  
5 produced the validation of the numbers that we talked  
6 about earlier. And so what you would want to do, just so  
7 I'm clear, is have him testify in support of his  
8 validation.

9 We have already admitted it into evidence, and so  
10 I'm willing to take the validation for what it is. If  
11 Mr. Ott doesn't have, you know, any objection to -- I  
12 mean, we've already accepted it.

13 And so what I'm wondering is, is his testimony  
14 going to add anything more than what he's done in the  
15 validation? Because we can accept his validation for what  
16 it's been submitted as with, you know, knowing that you're  
17 trying to validate what -- the findings of your previous  
18 expert who came to testify.

19 I mean, I'm just trying to streamline --

20 MS. GRANIER: No, I understand. I think that  
21 that makes sense. If any of the board members, you know,  
22 now have questions relative to what he -- you know, I'm  
23 trying to get my point across.

24 If he were to testify and you all had questions,

1 we would try to address them in the supplement.

2 ACTING CHAIR GUINASSO: Right.

3 MS. GRANIER: So I'm trying to get the benefit of  
4 that for all of us.

5 ACTING CHAIR GUINASSO: Board members, presently,  
6 with regard to the data that was presented by the earlier  
7 witness and the validation and the supplemental  
8 validation, would you like to hear from Dr. Garza to help  
9 understand the validation? We've got a limited amount of  
10 time to do that. Or are you satisfied with what the  
11 validation represents in the report?

12 UNIDENTIFIED MALE SPEAKER: Satisfied with the  
13 validation.

14 ACTING CHAIR GUINASSO: Okay. So anybody --

15 UNIDENTIFIED MALE SPEAKER: Just a quick  
16 question. He's just validating that the information that  
17 was produced earlier is correct, correct?

18 MS. GRANIER: Yes. He's --

19 UNIDENTIFIED MALE SPEAKER: Then I have no  
20 questions.

21 ACTING CHAIR GUINASSO: Mr. Ott, this -- I'm  
22 taking away your opportunity to cross-examine, and I  
23 understand that, and so I don't want to do that. But I  
24 don't want to do that if you would like to proceed as

1 well.

2 MR. OTT: As long as I can understand, and I  
3 think that I can do this with counsel, that he just  
4 validated the calculations. He didn't review any  
5 transcripts. He didn't do any legal analysis. He just  
6 validated the mathematical calculations that were done.

7 If my understanding is correct, then I'm fine.

8 ACTING CHAIR GUINASSO: Is that okay with you?

9 MS. GRANIER: Yes, that's fine.

10 ACTING CHAIR GUINASSO: Okay. Again, if you want  
11 to bring him on for some other purpose, then we can do  
12 that.

13 MS. GRANIER: No, that's --

14 ACTING CHAIR GUINASSO: But I'm just trying to  
15 save time and give you what you want.

16 MS. GRANIER: Okay. Understood.

17 ACTING CHAIR GUINASSO: Okay. So let me do this.  
18 Now, I've got one other motion to make, and this may merit  
19 some discussion.

20 We are now probably not going to make a decision  
21 on the first issue that's been presented over these last  
22 three days until late July/early August. And if we reach  
23 the second issue, at best, what would happen is there  
24 would be a direction to issue findings of fact and

1 conclusions of law that wouldn't be approved by this board  
2 until sometime in late August/early September. That takes  
3 us into another school year.

4 And I think it would be inequitable to subject  
5 the families to that sort of uncertainty. And if we  
6 reached an adverse decision to ultimately close the school  
7 down in September or October or whatever, I would imagine  
8 that circumstance would also result in the school having  
9 to incur legal fees to get an injunction.

10 So rather than go through that, subject families  
11 to that inevitability, if those circumstances were to  
12 present themselves and in order to not incur -- cause the  
13 school to incur additional legal fees trying to fight that  
14 sort of action, what I would like to move is that any  
15 board action to reconstitute or close Connections Academy,  
16 if reached, that that decision not become effective until  
17 the end of the school year of 2018.

18 Can I get a second before we have any discussion?

19 MEMBER LUNA: This is Nora Luna. I second.

20 ACTING CHAIR GUINASSO: Okay. I'd like to take  
21 some discussion on that if there is any.

22 MEMBER GARDNER: Member Gardner. My only concern  
23 is that if we -- assuming that we make one of those  
24 choices, if you reconstitute a board, I don't see how that

1 would affect the day to day or the parents. So I'm  
2 concerned with granting that long of a leeway if we're  
3 just reconstituting the board.

4 If we were to decide to shut down the school, I  
5 could -- okay, makes more sense to me because that would  
6 be a massive change for those parents and students and  
7 could cause the very issues that you're talking about. I  
8 just don't -- it would -- I guess for me, it would depend  
9 on what we decided to do.

10 If we decide at that point that we're shutting  
11 down the school, then maybe to the end of the year or at  
12 least till January or maybe the end of the school year,  
13 makes sense. But if we're just reconstituting the board,  
14 I would say that there's no need for that much leeway.

15 ACTING CHAIR GUINASSO: Okay. That makes sense.  
16 Anybody else? Chair Johnson, I think I heard you trying  
17 to say something by phone, but I may have been mistaken.

18 MEMBER JOHNSON: Yeah. I was going to come --  
19 and the problem, what it is, should then dictate the  
20 length of time. I don't think there can be a -- I don't  
21 know if it's as black and white as they both appear.

22 ACTING CHAIR GUINASSO: So we should probably  
23 treat recon -- if -- again, this is only assuming if we  
24 should treat the issue of reconstitution differently than

1 we should closure for purposes of the timeline.

2 So let me -- let me amend the motion to say that  
3 I'd like to move that any board action to close Nevada  
4 Connections Academy, if reached, not become effective  
5 until the end of the school year 2018; and that any  
6 decision, if reached, with regard to reconstitution would  
7 proceed down a schedule that was appropriate given the  
8 circumstances that are presented at that time.

9 So I'll leave it there.

10 MR. WHITNEY: Mr. Chair --

11 ACTING CHAIR GUINASSO: Yes.

12 MR. WHITNEY: -- this is Robert Whitney.

13 ACTING CHAIR GUINASSO: Maybe I should withdraw  
14 the last motion, you think?

15 MR. WHITNEY: It seems like we're getting -- I  
16 mean, we're getting the cart way out in front of the horse  
17 here.

18 The State hasn't really -- I mean, I see what  
19 you're trying to do, but this just doesn't seem proper at  
20 this point in time. The State still has to prove that  
21 there's -- that the cure has been effective. We haven't  
22 even reached that point yet, and then there has --

23 ACTING CHAIR GUINASSO: That's true.

24 MR. WHITNEY: -- to be a hearing after that.

1           It just seems -- I mean, it seems like the  
2 board's heart is in the right place, but we don't even  
3 know if this is something that is going to happen yet.  
4 There's still a lot of -- there's still evidence to be  
5 presented. There's still decisions to be made.

6           This seems like it's something that's way too  
7 early to even consider.

8           ACTING CHAIR GUINASSO: Okay. That makes sense.

9           Well, given the advice of legal counsel, I think  
10 I'll withdraw the motion, and what I'll say is -- and what  
11 I was trying to do to amend it. And what I'll say is  
12 this -- we will address this issue if it becomes an issue  
13 at the next hearing, if that's acceptable to the parties.

14           What I'm trying to do is provide some certainty  
15 with regard to the next school year because what I don't  
16 want is for families to be in a position of wondering if  
17 their school will be closed down in September, again  
18 assuming -- it's assuming a lot of things. I agree,  
19 Mr. Whitney, but I just don't know how to deal with that  
20 issue.

21           MR. OTT: This may be helpful. In both notices  
22 that were issued, staff made clear that any reconstitution  
23 would not be effective during that pending school year.  
24 I'm sorry, any closure, not reconstitution.

1           Reconstitution would be effective -- could be  
2 effective immediately, but that closure could not be  
3 effective until the end of that school year, for exactly  
4 the purposes that you talked about. It would be  
5 disruptive to families.

6           So consistent with that position, staff would not  
7 advocate closing a school in the middle of the year --

8           ACTING CHAIR GUINASSO: Okay.

9           MR. OTT: -- at any later date. So I don't know  
10 if that helps.

11          ACTING CHAIR GUINASSO: Okay. Ms. Granier, is  
12 that satisfactory in terms of trying to address what I  
13 would imagine would be the families that attend your  
14 school's concern about any possible action over the next  
15 90 days?

16          MS. GRANIER: That helps. I just want to make  
17 sure I understand.

18          There would not -- if we were to proceed to phase  
19 two, and you ultimately decided to close, the decision  
20 would not be effective until the end of the school year,  
21 according to what Mr. Ott said?

22          MR. OTT: That would our -- that would be staff's  
23 recommendation. We would not recommend closure midyear.

24          ACTING CHAIR GUINASSO: That's on the record, and

1 so I don't know that there's anything more that needs to  
2 be said about that, unless you need some further  
3 assurance.

4 MS. GRANIER: I think that's fine. Could I  
5 just -- could we take a minute off the record?

6 ACTING CHAIR GUINASSO: Yeah, please. Let's take  
7 a five-minute break. Or, no. Let's take a ten-minute  
8 break.

9 MS. GRANIER: Thank you.

10 (Recess taken 4:18 p.m. 4:34 p.m.)

11 ACTING CHAIR GUINASSO: We're back on the record.  
12 We took a brief recess, and it was a productive recess.  
13 It allowed the parties to talk about different aspects of  
14 what was proposed. It also allowed the parties to  
15 exchange some ideas about further discussions about the  
16 proposed cure.

17 And so in any event, what I'll do is I'll --  
18 Mr. Ott, I think there's a stipulation you want to put  
19 onto the record.

20 MR. OTT: Certainly. With regard to any decision  
21 that the parties or that the board would come to in -- at  
22 the end of a possible phase two, which we know is not  
23 guaranteed, we would offer -- the stipulation would be  
24 that no decision regarding closure would take effect until

1 the end of the 2017-'18 school year, and no decision  
2 regarding reconstitution would be effective any sooner  
3 than January of '18. I don't think we have a date, but  
4 January of '18.

5 ACTING CHAIR GUINASSO: Okay. Thank you.

6 Then what I'd like, I'm not sure -- Danny, can  
7 you ask the court reporter if we could have the proposed  
8 plan that we've agreed to prepare so that we could do a  
9 written order after the hearing based on what we  
10 specifically talked about?

11 MR. PELTIER: Just to confirm, the last hour of  
12 this, of today, is what you're referring to, Member  
13 Guinasso?

14 ACTING CHAIR GUINASSO: Yes. Yeah. If that  
15 could be expedited so that we could do a written order of  
16 the hearing.

17 MR. PELTIER: She is nodding, and that is a yes.

18 ACTING CHAIR GUINASSO: Okay. I'd like to make a  
19 motion that the board allow me to draft a written order  
20 after the hearing codifying the plan that we just  
21 discussed within the last hour.

22 MEMBER CORBETT: Member Corbett. Second.

23 ACTING CHAIR GUINASSO: Okay. Any discussion?  
24 Okay.

1 All those in favor, please say aye.

2 ALL: Aye.

3 ACTING CHAIR GUINASSO: Anybody opposed?

4 (No audible response.)

5 ACTING CHAIR GUINASSO: Okay. Perfect.

6 And then the third thing, we're going to get to  
7 public comment here in just a moment, but what has been  
8 requested by Connections is that we have heard a lot of  
9 testimony over the last two and a half, three days, and  
10 with regard to graduation rate and with regard to the  
11 proposed cures.

12 Connections would like, if the board is so  
13 inclined, board members to provide any further questions  
14 or comments that would help them if they decide, as a part  
15 of their closing arguments, to address your concerns and  
16 propose an alternative proposed cure.

17 You're certainly not required to provide those  
18 comments, but if you would like to, the Connections  
19 representatives have said that would be helpful to them.

20 MEMBER GARDNER: Member Gardner. When would we  
21 provide those and to where?

22 ACTING CHAIR GUINASSO: Just right now, perhaps,  
23 if you want to.

24 MEMBER GARDNER: I've got one that I would like

1 to know, and this is regarding the data that you guys  
2 provided.

3           Could you guys show -- I really appreciated you  
4 guys showing your math and science scores. Could you just  
5 show that, but instead of against the State's average,  
6 could you show it against other public schools? Just  
7 because the other -- public schools are under a different  
8 framework. Charter schools are under this separate  
9 framework. If you could just do it showing us the other  
10 charter schools, I'd really appreciate that.

11           MS. GRANIER: And I just want to make sure we  
12 respond. So when you say other charter schools, other  
13 Connections charter schools in other states, other schools  
14 in Nevada?

15           MEMBER GARDNER: I apologize. The other charter  
16 schools here in the state of Nevada.

17           ACTING CHAIR GUINASSO: In the Authority's  
18 portfolio or in -- throughout the whole state, regardless  
19 of who the authorizer is?

20           MEMBER GARDNER: I believe only the -- and  
21 correct me if I'm wrong. I believe that only the charters  
22 under the Authority's portfolio are subject to SB 509. Or  
23 all of them are? So it would be of all charter schools in  
24 the state.

1 UNIDENTIFIED MALE SPEAKER: Just so I can  
2 clarify, we -- you want to see just the charter schools  
3 using the same data points that we --

4 MEMBER GARDNER: Yes. I'd really appreciate  
5 that. I liked seeing what your test scores and things  
6 like that were doing.

7 MS. GRANIER: Thank you.

8 MEMBER JOHNSON: Member Johnson. I don't know if  
9 this is at all possible, but it would be helpful for me to  
10 be able to see are there credit-deficient students at  
11 other schools, other charter schools in the state of  
12 Nevada? Are there traditional public schools as well? I  
13 just want to be able to understand how everyone is being  
14 measured, if that is possible. I know that that might  
15 be --

16 ACTING CHAIR GUINASSO: Member Johnson, can you  
17 repeat your comment because about every seventh or eighth  
18 word is getting blocked out.

19 MEMBER JOHNSON: Yes. Is that better?

20 ACTING CHAIR GUINASSO: Yes.

21 MEMBER JOHNSON: Okay. So my request is to see,  
22 if at all possible, if we could get the percentage of  
23 credit-deficient student populations at other charter  
24 schools and other traditional public schools throughout

1 the state of Nevada so that we can determine -- we can  
2 place Nevada Connections with other schools.

3 ACTING CHAIR GUINASSO: So the only data we have  
4 for that, I think, is what the State provides, unless  
5 the -- and the criteria used for credit-deficiency today  
6 seemed to be unique to the person providing the data in  
7 that he chose a specific date and time. So we'd have to  
8 ask the other charter schools for that kind of data, which  
9 we may or may not be able to get.

10 MEMBER JOHNSON: Yeah. I know it might not be  
11 possible, but I think that just would be helpful. So if  
12 at all possible, yes; but if not, then it is not.

13 ACTING CHAIR GUINASSO: Gotcha. Because I think  
14 the concern -- and it dovetails with, I think, what Member  
15 Gardner is saying and what I had alluded to earlier, is we  
16 just want to make sure that we're treating everybody the  
17 same way with regard to our expectations.

18 So if the end of this proceeding, we've changed  
19 our expectations based on a lot of objective criteria  
20 that's being used kind of in a subjective way, then I  
21 think that sends the wrong message to our portfolio.

22 But if we treat everybody with regard to how we  
23 view graduation rate and how we review credit-deficiency,  
24 similarly, then I think that sends the right message, not

1 only to your school but to the other schools in our  
2 portfolio.

3 Would that be a fair summation of what we're  
4 looking for, Chair Johnson and Member Gardner?

5 MEMBER JOHNSON: Yes, that is exactly why I  
6 wanted that information.

7 MEMBER GARDNER: And for me as well. I was just  
8 thinking, if we're going to be looking at other data  
9 points, I was thinking test scores would be a good place  
10 to look as well.

11 ACTING CHAIR GUINASSO: So test scores. Can you  
12 elaborate on that?

13 MS. GRANIER: Same ones we presented today.

14 MEMBER GARDNER: Yeah, same ones, but  
15 specifically for charter schools because they're under the  
16 SB 509 while traditional public schools are not.

17 MR. OTT: I was just going to say, I don't think  
18 anybody has entered into the record the credit-deficiency  
19 rates that are published by the Nevada Department of  
20 Education. We could supplement the record with those.

21 As you heard from the testimony of Mr. Wicks,  
22 they're not exactly the same ones that he was using.

23 ACTING CHAIR GUINASSO: I asked that they be a  
24 part of Exhibit CC, if I recall correctly. And those

1 are -- that was going to be supplemented along with  
2 another document that I forget what that was.

3 MR. OTT: Director Gavin has something he'd just  
4 like to add.

5 DIRECTOR GAVIN: I just want to clarify, Member  
6 Guinasso, for the record, that the credit-deficiency data  
7 that is tracked by the State, which does not reflect the  
8 kind of a calculation that Mr. Wicks used, that does  
9 segregate out the leavers the kids who come in and the kids  
10 who leave in a different way.

11 The data that is calculated by the department  
12 that is in the statewide data book by the LCB, not by the  
13 school board folks, that information is actually done on a  
14 school-by-school level. So it -- it-- I -- I --

15 ACTING CHAIR GUINASSO: That was the other  
16 document we wanted.

17 DIRECTOR GAVIN: If the school wishes to share  
18 that, I'm not sure what the probative value is or how it  
19 helps their case but, we're --

20 ACTING CHAIR GUINASSO: That's the other CC, was  
21 either your data expert providing that analysis, the same  
22 analysis he gave, but using the Nevada assumptions, or  
23 producing -- if Nevada has already produced that sort of  
24 analysis, to add that to that. That's what I recall.

1           Any other comments from the boards that could be  
2 helpful to Connections Academy with regard to how you're  
3 thinking about their circumstance?

4           MEMBER GARDNER: Member Gardner. One more.

5           When I was looking at the graduation rates from  
6 Nevada book, it was talking about actual grads and the  
7 transfer outs.

8           If you could just provide some more information  
9 on the details of the transfer outs, because if I remember  
10 correctly, for your 2016, it was like 917 students. About  
11 119 graduated. About 450 left, and you had about 200  
12 nongraduates.

13           I'd like to know where those 450 are going and  
14 any information you have on them. Once again, I don't  
15 need personalized data on them. Just if you could just  
16 tell me kind of where those are going, just so I have an  
17 understanding about the transiency of your students.

18           MS. GRANIER: Okay. Thank you.

19           MEMBER JOHNSON: I'm sorry. This is Member  
20 Johnson. I just had one additional thing. Or actually,  
21 I'm sorry. Just slipped my mind. So strike that.

22           ACTING CHAIR GUINASSO: If it comes back, just  
23 jump in.

24           Any other -- Member Mackedon, did you have

1 anything that you wanted to offer?

2 VICE CHAIR MACKEDON: No, not right now.

3 ACTING CHAIR GUINASSO: Okay. Anybody else?

4 MEMBER LUNA: I guess my only thing would be that  
5 as you're thinking about the data or, you know, to think  
6 about it in terms of the current graduation rate  
7 definition that we are working with. Okay.

8 ACTING CHAIR GUINASSO: Member Gardner?

9 MEMBER GARDNER: Sorry. I have one more.

10 One thing that I know I've been looking at  
11 specifically is that we -- in 2013, this board, well  
12 before I was on it, you guys approved your guys' renewal,  
13 and then there was supposed to be a system to improve the  
14 graduation rate that your board members said was  
15 successful on other terms but not on the graduation rate.

16 If you could, I guess, for me, I would like to  
17 see why you think that your current one will be more  
18 successful than your 2013 one. What are the main  
19 differences?

20 You're like, well, we tried this. It didn't  
21 work. And we've got some great research that this stuff  
22 is going to work.

23 I would really appreciate knowing why this one  
24 will do better than 2013.

1 MS. GRANIER: Thank you. We'll provide that.

2 MEMBER JOHNSON: Member Johnson, one more time.  
3 It was able to come back to me.

4 It's very similar to Member Gardner's request,  
5 but I would like to see some -- I know you won't have any  
6 definitive data about graduation rates, but progress  
7 towards the 2017 benchmark.

8 So if you could have any preliminary estimations,  
9 I guess, because by the time we are -- this goes forward,  
10 you should at least have some inclination. But if you  
11 don't, then you don't.

12 But I think it just might be helpful for us to be  
13 able to measure where you think you might be as it relates  
14 to 2017 graduation rates based on the data that you have  
15 through the end of the school year and then of the 2016  
16 plan.

17 MS. GRANIER: Thank you.

18 ACTING CHAIR GUINASSO: Anybody else? Member  
19 Snow?

20 MEMBER SNOW: Yeah. I think you've done a good  
21 job of sharing with the board your test scores today. And  
22 you've touched on this as we've gone along, but I would  
23 appreciate a more concise and focused discussion about  
24 your impressive test scores compared and contrasted to the

1     disparity of graduation rate and why that is.

2             MS. GRANIER: We'll work on that. Thank you.

3             MEMBER SNOW: Thank you.

4             ACTING CHAIR GUINASSO: Okay. So for me, there  
5 was a -- some questioning that I presented to Director  
6 Gavin that you can probably see in the record. And I was  
7 looking really for factors that go into what we would be  
8 looking for in a viable cure.

9             And for me, I think we do need something that's  
10 measurable. And I think you've started on that path. I  
11 think we need something that is clearly attainable.

12             I've heard from past board members that there was  
13 a plan from 2013 that didn't yield the results that we  
14 expected and I'm sure you all wanted. And so I don't want  
15 to repeat that same mistake and have another board,  
16 whether I'm on it or not, you know, be in this situation  
17 two or three years down the line, saying: Well, you dealt  
18 with this in 2013, you dealt with this in 2017. Now here  
19 we are, in 2020, still arguing about the same issues.

20             So I'd like whatever the proposed cure is to be,  
21 in some quantifiable way, attainable.

22             I think leadership is important, and I would like  
23 to see that the leadership that you have in place is able  
24 to really execute on the plan that you have. I think

1 that's important.

2 I'm not saying that your current leadership can't  
3 do it, but if they're undertaking that commitment, some  
4 demonstration that they're going to be able to fulfill  
5 that commitment.

6 Notwithstanding the fact that you do deal with  
7 credit-deficient students. I think all schools in the  
8 state are dealing with credit-deficient students to one  
9 degree or another, but I think online schools have a  
10 larger population. And I think that was kind of just  
11 intuitively as well as with regard to the evidence that  
12 you've presented so far.

13 And I think, just like we review new charter  
14 applications for capacity, I think that's an important  
15 consideration for this board with regard to your proposed  
16 cure. It's kind of like looking at the charter with new  
17 eyes again and saying: Does this charter really have the  
18 capacity to be in the high school business?

19 You know, my thought is if you are doing well in  
20 middle school and having some struggles in elementary  
21 school, that the real focus of your school should be on K  
22 through eight, not necessarily high school. But I could  
23 be wrong about that.

24 And so if I were looking at a new application and

1 the demonstrated track record of that new application was  
2 graduation rates that were really low from another  
3 jurisdiction, I don't know that I would approve that  
4 application. But nevertheless, I would be looking to  
5 capacity to do something different in our jurisdiction  
6 versus what has happened in other jurisdictions.

7 And so looking at your school, I would just want  
8 to know that you had the capacity to achieve measurable  
9 results that are attainable and that you have kind of the  
10 leadership to do that.

11 And so I think I've seen elements of that and  
12 some persuasive things in your cure, but those would be  
13 the things that, you know, outside of the stuff that we've  
14 talked about with regard to judicial review are things  
15 that I'm really looking for.

16 So that when I vote to say yes, this cure is  
17 acceptable, like I have with other schools, Beacon and  
18 Discovery just recently, you know, you do that with some  
19 trepidation because from this seat, you're wondering:  
20 Gosh, what's the consequence of this decision? Are they  
21 going to be able to do what they said they're going to do?  
22 And if they don't, how many families and students does  
23 that impact? So that's kind of what keeps me up at night.

24 Any other comments?

1 VICE CHAIR MACKEDON: Jason, this is Melissa.

2 ACTING CHAIR GUINASSO: Yes.

3 VICE CHAIR MACKEDON: And sort of in line with  
4 that, you know, I've had a similar thought, thinking  
5 about, you know, if our high school wasn't performing, we  
6 would absolutely shut it down and continue to do well at  
7 what we do well.

8 But on top of that, I have been baffled a couple  
9 of times by comments made by multiple people about the  
10 fact that the class sizes continue to grow in the high  
11 school. And I cannot wrap my head around not having some  
12 sort of self-imposed cap.

13 Why would you continue to take on students that  
14 you aren't able to serve well historically? And I'm not  
15 trying to say you don't take on credit-deficient students.  
16 I'm saying -- I believe someone made the comment they had  
17 600 more seniors this year than they had last year.

18 There are ways to have a self-imposed cap, to  
19 say: I know we can only do right by X amount of students;  
20 so therefore, that's all we're going to do right by.

21 And that is just one thought that goes along with  
22 what you're saying that I've had multiple times in the  
23 last three days.

24 ACTING CHAIR GUINASSO: Okay. So I think with

1 that, you've gotten an opportunity to hear from the  
2 members on kind of how they're viewing the case and what  
3 kinds of cures might be acceptable when we get to that  
4 next stage.

5 And maybe it would either be included in your  
6 closing argument. Or if you and the Authority get  
7 together, I've committed to be available for a phone  
8 conference between Connections and the Authority to  
9 continue that piece of the discussion that we started in  
10 the back room around what an acceptable cure might be.

11 So I think we've covered it all. Are there any  
12 other comments from either counsel?

13 I'll start with you, Ms. Granier.

14 MS. GRANIER: I just want to thank you all very  
15 much for your time and for that feedback.

16 This school wants very much to work with you and  
17 find a cure that is acceptable to you that keeps all of  
18 these families enrolled and growing. So we appreciate  
19 that very much, and we're going to take back that  
20 information and work very hard to satisfy you.

21 ACTING CHAIR GUINASSO: Thank you.

22 Mr. Ott?

23 MR. OTT: Well, I guess I have to thank you, too.

24 It was great that everybody was dedicated enough

1 to come here, spend three days over Memorial Day weekend.

2 And to the people in the audience who stayed long  
3 enough to listen to all this, it really shows -- reflects  
4 well that people are this interested. So I just want to  
5 say thank you to everybody as well.

6 ACTING CHAIR GUINASSO: Perfect. All right.  
7 Well, thank you both for your excellent legal advocacy on  
8 behalf of your respective clients. Thank all the staff  
9 for being here on the weekend. I know this is not their  
10 normal day to work. And all the folks that have been  
11 taking care of us here at the Westin as well as up at  
12 Bally.

13 It's time for public comment. I've got two  
14 comment cards here in Las Vegas. Danny, do you have any  
15 public comment cards there in Reno?

16 MR. PELTIER: I do not.

17 ACTING CHAIR GUINASSO: Okay. So we've concluded  
18 the hearing based on what we've just talked about. So  
19 we'll go ahead and take public comment first from Darcie  
20 Cayaba.

21 Yeah, they'll just come over to the witness --  
22 Darcie Cayaba? No? All right. Darcie is not here.

23 Then I have Lori Cayaba. I may be butchering the  
24 name. It's C-A-Y-A-B-A.

1           No? Okay. Any public comment that I didn't get  
2 a public comment card for here in the south? Anybody in  
3 the north?

4           MR. PELTIER: I'm getting nos from all around.

5           ACTING CHAIR GUINASSO: Okay. Thank you very  
6 much.

7           Well, that concludes this hearing. I thank  
8 everybody very much for their time and efforts. Have a  
9 great Memorial Day weekend.

10                   (Proceedings adjourned at 4:56 p.m.)

11                           -o0o-

1 STATE OF NEVADA )  
2 ) ss.  
3 COUNTY OF WASHOE )

4 I, STEPHANI L. LODER, Certified Court Reporter in  
5 and for the County of Washoe, State of Nevada, do hereby  
6 certify that on Saturday, May 27, 2017, at the Grand  
7 Sierra Hotel, in the Nevada Room, located at 2500 East  
8 Second Street, Reno, Nevada, I reported the  
9 videoconferenced public hearing in the matter entitled  
10 herein;

11 That the foregoing transcript, consisting of  
12 pages 1 through 306, inclusive, is a true and correct  
13 transcript of the stenographic notes taken by me in the  
14 above-captioned matter to the best of my knowledge, skill,  
15 and ability.

16 As I was not present in the room with all of the  
17 participants, the appearances on the cover page are from  
18 my understanding of who was present via videoconference  
19 and telephone during the proceeding, and that speaker  
20 identification was made to the best of my ability through  
21 voice recognition;

22 I further certify that I am not an attorney or  
23 counsel for any of the parties, nor a relative or employee  
24 of any attorney or counsel connected with the action, nor

1 financially interested in the action.

2 Dated at Reno, Nevada this 19th day of June,  
3 2017.

4  
5 /s/ Stephani L. Loder  
6 Stephani L. Loder, CCR #862  
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STATE PUBLIC CHARTER SCHOOL AUTHORITY

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Carson City, Nevada 89706-2543  
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BRIEFING MEMORANDUM

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**TO:** SPCSA Board  
**FROM:** Patrick Gavin  
**SUBJECT:** Agenda Item 5—Discovery Recommendation  
**DATE:** April 28, 2017

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**Background:**

At the January 27, 2017 meeting of the State Public Charter School Authority Board, the Authority Board received information regarding the 2015-2016 performance of Discovery Charter School. The Authority Board then directed staff to issue a written Notice pursuant to NRS 388A.330(1)(f) (“Notice of Intent”) based on the identification by the Department of Education of being in the bottom five percent of all elementary and middle schools during the 2015-2016 accountability year. The Notice of Intent was issued pursuant to NRS 388A.330(2) on February 10, 2017.

- 1) The deficiencies or reason upon which the action of the Authority was based was the identification by the Department of Education of being in the bottom five percent of all elementary or middle schools during the 2015-2016 accountability year as required by NRS 388A.330(1)(f). Discovery’s performance in 2015-16 was determined to be in the lowest five percent of elementary or middle schools statewide.
- 2) Pursuant to NRS 388A.330(2)(b), the school was given at least 30 days within which to correct the deficiencies. The first day of this period was February 13, 2017. The date by which the school must have completed all efforts to correct these deficiencies was March, 24, 2017.
- 3) The school submitted the attached materials as evidence that it had corrected the deficiencies, uploading that information into Epicenter.

**Recommendation:**

Staff recommends that the Authority accept the school’s proposal to reconstitute the school. If the Authority votes to authorize reconstitution under a new governing body, the Executive Director will issue a Request for Proposals (RFP) to invite either a new grassroots committee or the governing body of an existing school or charter management organization to assume the governance of the

school effective on or before July 1, 2017. The RFP will require the new governing body, if selected, to retain a third party evaluator approved by the Authority to evaluate the academic program and suggest academic, organizational, and financial plan changes, which may include but are not limited to enhancements to the existing project-based learning program or the submission of a charter amendment to make more material changes to the academic program. In the event that a new, qualified governing body cannot be identified by June 16, 2017, the Executive Director would request that the Authority rescind its reconstitution order and approve the revocation of the written charter and the closure of the charter school at its June 23, 2017 meeting.



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BRIEFING MEMORANDUM

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**TO:** SPCSA Board  
**FROM:** Patrick Gavin  
**SUBJECT:** Agenda Item 5—Discovery Charter School Request to Convert from Written Charter to a New Six Year Charter Contract  
**DATE:** April 28, 2017

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**Background:**

Current statute does not prescribe a process, timeline, format, or contents for the renewal or conversion of a written charter to a charter contract at the end of a six year charter terms. There are currently no regulations in place which govern such conversions or renewals and the Authority does not have the power to adopt regulations related to such renewals under NRS 388A.168(2) or elsewhere. Consequently, language related to such processes was not included in R089-16A, which governs charter applications, charter amendments, and the renewal of charter contracts. The Authority adopted those regulations on November 14, 2016 and they were approved by the Legislative Commission on December 21, 2016.

The Authority recognized the need to provide schools with some guidance related to process and timeline for requests to convert a written charter to a charter contract through a renewal application. To that end, the Authority adopted a review process and timeline on January 4, 2016 and reaffirmed that process at its October 21, 2016 meeting, adopting a bifurcated process for considering such conversion renewal decisions. The Authority has provided for schools which are designated as high performing to be eligible for expedited renewal. Under that system, eligible schools are invited to submit a letter requesting expedited renewal based on previously published data. Based on current academic performance, several schools were eligible for expedited renewal in 2016-17:

- Oasis Academy
- Imagine School at Mountain View
- Somerset Academy

All three schools were awarded expedited renewals and are transitioning to charter contracts for their next six year term.

Discovery Charter School's (Discovery's") written charter also expires this year, but its academic performance was not sufficiently high achieving to merit expedited renewal. Discovery submitted an application by the deadline set by the Authority. That application is included in the support materials for this item.

**Recommendation:**

Based on advice from counsel, staff has followed the process laid out in R089-16A, notwithstanding the lack of specific applicability of those renewal regulations to the process of converting a written charter to a charter contract at the end of a six year term. Staff recommends that the application for conversion of the written charter of Discover Charter School to a charter contract (the "renewal application") be denied for the purpose of reconstituting the governing body of the charter school pursuant to NRS 388A.330 in accordance with Section 10(11)(d) of R089-16A.

The basis for this recommendation is the school's academic performance during the current charter term. Pursuant to the state's commitments to the federal government under the Public Charter School Program and Section 10(11)(b) of R089-16A, sponsors, including the Authority, shall "not give any one factor more weight than the academic performance of pupils" in evaluating an application for renewal. Discovery Charter School was determined by the Department of Education to be in the bottom five percent of all elementary and middle schools during the 2015-2016 accountability year. This most recent determination by the Department of Education follows multiple years of underperformance by Discovery Charter School, as the school's elementary school program was ranked at the two star level during the two most recent ratings of the Nevada School Performance Framework (2012-13 and 2013-14 accountability years). All of these facts are reflected in the renewal application Discovery submitted in February.

Consequently, the Executive Director is recommending that the written charter of Discovery Charter School not be converted to a charter contract at the end of this charter term due to the school's consistently poor track record of academic performance. Instead, staff recommends that under section 10(11)(d), the Authority deny the renewal "for the purpose of reconstituting the governing body of the charter school pursuant to NRS 388A.330 and assigning the charter contract to a charter management organization or a new governing body which may include, without limitation, the governing body of another charter school or a governing body assembled by the Executive Director."

If the Authority votes to deny the renewal for the purpose of reconstitution under a new governing body, the Executive Director will, not later than May 1, 2017, issue a Request for Proposals (RFP) to invite either a new grassroots committee or the governing body of an existing school or charter management organization to assume the governance of the school effective on or before July 1, 2017. The RFP will require the new governing body, if selected, to retain a third party evaluator approved by the Authority to evaluate the academic program and suggest academic, organizational, and financial plan changes, which may include but are not limited to enhancements to the existing project-based learning program or the submission of a charter amendment to make more material changes to the academic program. In the event that a new, qualified governing body cannot be identified by June 16, 2017, the Executive Director would request that the Authority exercise its authority pursuant to R089-16A(10)(13) to reclassify the denial to a denial for the purpose of closing the charter school at its June 23, 2017 meeting.

Consistent with Section 10(7) of R089-16A, staff invited the school to submit a written response to the Authority, which may include supporting affidavits, exhibits, any other documentary evidence and a written legal argument. The school was also given the option to request that the materials it

had previously submitted in response to the Notice of Intent be considered as the response to the written notice that was shared with the school on April 24, 2017 and that Staff would not oppose a request from the school for additional time to prepare a response.. In the event the school did seek a continuance, any additional written information was to be submitted into the Response to Non-Renewal submission task in Epicenter by no later than 5 pm on Monday, May 1, 2017.