

**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

**SUPPORTING DOCUMENT**

**S U B J E C T: Approval of Minutes.**

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

MEETING DATE: March 23, 2012

AGENDA ITEM: 4

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S): Kathleen Conaboy, Chair**

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**RECOMMENDATION:**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 10 minutes**

**BACKGROUND:**

The Authority is required to approve the February 10, 2012 minutes.

**SUBMITTED BY:** \_\_\_\_\_

**NEVADA STATE PUBLIC CHARTER SCHOOL AUTHORITY**

**February 10, 2012**

Nevada Legislature  
Room 2134  
401 South Carson Street  
Carson City, Nevada

And

Grant Sawyer Building  
Room 4412  
555 East Washington Avenue  
Las Vegas, Nevada

**MINUTES OF THE REGULAR MEETING**  
**(Video Conferenced)**

**BOARD MEMBERS PRESENT:**

In Las Vegas:

**Kathleen Conaboy**  
**Elissa Wahl**  
**Robert McCord**  
**Marc Abelman**  
**Melissa Mackedon**  
**Michael Van**  
**Nora Luna**

**BOARD MEMBERS ABSENT:**

None

**AUTHORITY STAFF PRESENT:**

In Las Vegas:

Dr. Steve Canavero, Director, State Public Charter School Authority

In Carson City:

Angela Blair, Education Program Professional, State Public Charter School Authority  
Katherine Rohrer, Education Program Professional, State Public Charter School Authority  
Allyson Kellogg, Management Analyst, State Public Charter School Authority  
Danny Peltier, Administrative Assistant, State Public Charter School Authority

**LEGAL STAFF PRESENT:**

In Las Vegas:

None

**In Carson City:**

Dr. James Edgar Irvin, Deputy Attorney General

**AUDIENCE IN ATTENDANCE:**

**In Las Vegas:**

Anita Tibbs  
Ryan Reeves  
Andrea Morency  
Candace Friedman  
Julie Krch  
Karri Bath  
Susan Waters  
Shelli Guthrie  
Mike Kazek  
Marlo Tsuchiyama  
Danette Olmos-Green  
Feyzi Tandogan  
Jennifer Van Pelt  
Leroy Chase

**In Carson City:**

Chris Ferrari  
Jeffrey Blanck  
Ed Vogel  
Sean Whaley

**CALL TO ORDER; ROLL CALL; PLEDGE OF ALLEGIANCE; APPROVAL OF AGENDA**

Director Canavero called the meeting to order at 8:53 a.m. with attendance as reflected above.

**Agenda Item - Public Comment**

Julie Krch spoke on behalf of the Learning Bridge Academy. She said that she appreciates the Committee. The Learning Bridge Committee to Form the School is here with her today. She expressed her sincere hope that their charter will be approved at this meeting. The community of White Pine is very excited to have the opportunity for parent choice in White Pine County. White Pine County has not had school parent choice since the closure of Sacred Heart Parochial School. Julie stated they have been invited by the Northeastern Nevada Regional Professional Development Program to be a pilot program for the STEM program in White Pine County. Krch also stated that students will be introduced to common core standards, will be well-rounded, and will be introduced to the Chinese language. The Learning Bridge is dedicated to building partnerships with local, state and federal entities. It is their hope that the Board allows the Committee to Form to answer any and all questions they may have for the Learning Bridge.

Jeff Blanck, an attorney in Reno, asked that the State Public Charter School Authority produce a book that shows all the laws and changes that have taken effect after the Legislative session is complete.

**Agenda Item - Approval of the Agenda**

Dr. Canavero asked for a motion for approval of the agenda.

**Member McCord moved to approve the agenda. Member Van seconded. The motion carried unanimously.**

**Agenda Item - Governor's Welcome**

Dr. Canavero introduced Governor Sandoval to welcome the newly formed board. Governor Sandoval thanked the Board members for their service. He said that Nevada is one of only a handful of states with an Authority dedicated to chartering schools. Governor Sandoval recognized Steve Canavero and his incredible hard work. He complimented member Melissa Mackedon on the remarkable Oasis Academy. Governor Sandoval hoped the Authority will raise the bar for Nevada's charter schools. The reforms that have been put into place have moved Nevada to a higher standard with regard to chartering schools. He will be appointing a new state superintendent of public instruction and he hopes that both offices will be able to work together for the betterment of Nevada education.

Dr. Canavero thanked the Governor for taking time out of his schedule and moved on to agenda item 4.

**Agenda Item - Board Members Introductions**

Dr. Canavero said the Authority put together a board packet that includes biographies for each of the Board members.

Member Luna, Member Van, Member Wahl, Member Abelman, Member Conaboy, Member Mackedon, and Member McCord discussed their personal histories.

Dr. Canavero said that education has been in his family for many years. He started formally teaching in private schools then he started to hear about charter schools. Dr. Canavero started working in Truckee, California for a charter school. He earned a Ph.D. focusing on Nevada's charter school policy. He is currently serving on the Board for the National Association of Charter School Authorizers (NACSA).

**Agenda Item - Election of President and Vice President with possible selection of a Clerk or other officer**

Dr. Canavero discussed the Nevada Revised Statutes that give direction to the Board to elect officers. He then opened it up for discussion.

Member Van nominated Member Conaboy for president of the Board. Member Conaboy said she was going to nominate Member McCord. Member McCord declined the nomination and agreed with Member Van that Member Conaboy would be a great president. Member Conaboy made clear that she represents a charter school education management organization and wasn't sure if that would create a conflict of interest. Member Van stated he was okay with the Educational Management Organization representation and he did not think it would create a conflict of interest.

**Dr. Canavero called for a vote for Member Conaboy to be elected President of the State Public Charter School Authority Board. Motion carried unanimously.**

President Conaboy called for nominations for a Vice Chair of the SPCSA Board. Member McCord nominated Member Wahl. No other nominations were made.

**President Conaboy called for a vote for Member Wahl to be elected Vice Chair of the State Public Charter School Authority Board. Motion carried unanimously.**

Dr. Canavero asked if there was any interest in the Board for other officer positions. President Conaboy decided to leave that matter as open for future discussion.

President Conaboy moved to Agenda Item 6, SPCSA Director Opening Comments.

**Agenda Item - State Public Charter School Director Opening Comments**

Dr. Canavero discussed the history of Charter Schools in Nevada. He went over enrollment data for the charter schools that are sponsored by the State Public Charter School Authority (SPCSA), ethnicity, and annual yearly progress (AYP). The state currently serves roughly 4 percent of the student population in charter schools. Dr. Canavero also spoke about the application review approval and denial rates. The State of Nevada is at a 42% approval rating for new charter schools. The national average is roughly in the low 30% range. There are different types of charter schools; brick and mortar, distance education, and hybrid models. Charter schools are continuing to change and adding grade levels to existing schools.

President Conaboy said that is a misnomer to say that 67% of the SPCSA's schools are in the south because it does not represent the distribution of the student population.

Dr. Canavero agreed with President Conaboy to redo the charts to reflect statewide enrollment by a number of schools. Dr. Canavero then went on to break down the Annual Yearly Progress (AYP) designations of each of the SPCSA's charter schools.

Dr. Canavero then detailed the process that was completed over the past 4 years that created the State Public Charter School Authority. In January of 2012, the National Alliance for Public Charter Schools released it scores of authorizers across the country and Nevada's rank increased from 23rd to 20<sup>th</sup> nationally. In Nevada Revised Statute, there is guidance already in place to help the SPCSA with its mission. The purpose of the SPCSA is to authorize high quality charter schools across Nevada with the goal of expanding opportunities for pupils. The SPCSA is to provide oversight for the charter schools to ensure high educational and operational standards, preserve autonomy, and safeguard the interests of pupils in the community. Finally, the SPCSA should serve as a model for other authorizers. Dr. Canavero then spoke about the duties that are enumerated in law that make up the SPCSA's core business. The SPCSA is classified as an independent authorizing board. As of today, there is no higher education entity or school district that is sponsoring new schools.

Dr. Canavero explained funding of the charter schools. He went into detail regarding the funding models and said that currently some of the data collection for the charter schools is not robust. The SPCSA has been working very hard to respond to the Free or Reduced Lunch eligibility for next year and ensuring the appropriate data is collected. Dr. Canavero said a good example of this is the Title I funding. Eligibility for Free or Reduced Lunch (FRL) has been an indicator that the charter schools have historically not collected. The SPCSA has been working with all of the schools to collect this data; however this year's data is not completely finalized and Dr. Canavero stressed to take the 26% Free or Reduced Lunch population number and wait until next year's findings to really have an understanding of total Free or Reduced Lunch populations.

President Conaboy asked for an example of where the data deficiency prevented funding to be received.

Dr. Canavero discussed the Striving Readers grant and the baseline of FRL population that needed to be met for schools to be eligible. The data was not fully reported yet and the FRL percentage did not meet the eligibility threshold. Systems are being developed to ensure a more accurate number will be reported next year.

President Conaboy wanted to make the point that data collection is going to be a very important part going forward to ensure funding is received.

Member Mackedon asked if the 41% FRL threshold was strictly for the Striving Readers Grant.

Dr. Canavero confirmed that the 41% is strictly referring to the Striving Readers Grant and other Title monies' threshold will be different.

Dr. Canavero discussed the challenges charter schools face when applying for federal money. The distribution of such funds is built around the traditional school district, assuming geographic boundaries and certain matriculation patterns. The SPCSA office must now develop a system for passing through federal money to charters.

Member McCord asked if the SPCSA is equated in Statute as the Local Education Agency (LEA). He also said that further makes Dr. Canavero's point that the SPCSA must build the capacity to do internal monitoring because the SPCSA is the authority that will end up being held financially responsible.

Dr. Canavero confirmed that Member McCord was correct. The SPCSA does not pass through the Distributive School Account (DSA) money. This money comes directly from the Nevada Department of Education.

Member McCord asked if this included discretionary money.

Dr. Canavero said yes this includes discretionary money. Dr. Canavero then spoke about technical assistance to existing schools. He read from statute that explains what is expected of the SPCSA with regard to technical assistance. There is always a tension between charter school's autonomy and the sponsor's responsibility to ensure the charter schools are accountable. This leads to the question of what thoughtful approaches can be deployed to ensure that all children flourish but also lets the sponsor hold the charter school accountable. Dr. Canavero feels that this is something that will be constantly discussed and there is no right or wrong answer.

Dr. Canavero continued discussing funding of charter schools and data collection to ensure grants for charter schools. NRS requires the SPCSA to review national policy and procedures when considering new policy for Nevada charter schools. Dr. Canavero spoke about what the Authority Board inherited as far as staff, existing schools, and new charter school applications currently under review.

Member McCord asked if there was a third party evaluator during the authorizer evaluation.

Dr. Canavero said yes there was a third party. Two NACSA evaluators came to Nevada and conducted a focus group meeting and assessed the Nevada Charter School operations. Dr. Canavero detailed the process that was undertaken to apply and receive the Implementation Grant from NACSA. The findings from NACSA were received in March 2011 and Dr. Canavero used those findings to write the Implementation Grant. Dr. Canavero then explained the grant and how it would be used. Dr. Canavero also explained moving to a Performance Based Accountability model. It is a shift from monitoring means to measuring ends. Very few sponsors across the nation are doing this model very well.

Dr. Canavero introduced the SPCSA staff and asked each one to give a brief personal history and explain what they do for the State Public Charter School Authority. Tom McCormack, Education Program Professional, Angela Blair, Education Program Professional, Katherine Rohrer, Education Program Professional, Allyson Kellogg, Management Analyst, and Danny Peltier, Administrative Assistant were introduced.

Member Mackedon thanked staff for the help they provide to all the charter schools in the state.

Dr. Canavero explained the state budget process to be used by the State Public Charter School Authority. He explained work programs, program funding, and financial details. Under the hierarchy of the State, the SPCSA has its own account within the State and the office is still under the Nevada Department of Education. Dr. Canavero also explained revenue and how the fees paid by the State-sponsored charter schools fund the Authority.

Dr. Canavero requested the SPCSA Board approve a fiscal position for the authority. This position would help the schools and the SPCSA with fiscal matters including applications, annual audits, technical assistance, creation of a financial dashboard, and help with transparency.

**President Conaboy called for a vote for approval of a fiscal position. Member Abelman made the motion and Member McCord seconded. The motion carried unanimously.**

Discussion continued between the Board and Dr. Canavero regarding future positions, funding of positions, and clarification of how funding is distributed.

Dr. Canavero recommended to the Board to have a consultant to come in and help the Board formulate a strategic plan. Members of the Board and Dr. Canavero discussed funding details and how this consultant would be paid for. The Board asked if Dr. Canavero already had someone in mind. The Board asked if we could use the resources of the NACSA Implementation grant to fund the strategic planning process. Dr. Canavero will come to the next meeting with more details.

**Member Van made a motion to table the recommendation to hire a strategic planning consultant until the next meeting when Dr. Canavero could address some of the funding concerns brought up by the Board. Member Abelman seconded the motion. The motion carried unanimously.**

Dr. Canavero recommended the development of a mission statement to the Board. President Conaboy asked if that was part of the strategic plan. Dr. Canavero said yes but it wasn't tied directly to it. The Board felt that staff should develop the mission statement and take it to the schools for their input and approval. Dr. Canavero agreed and moved onto discussing the regulatory duties of the SPCSA as compared to the Nevada Department of Education.

#### **Agenda Item - Overview of Open Meeting Law and Nevada Ethics in Government**

Dr. James Edgar Irvin gave a presentation to the Board outlining open meeting law in the State of Nevada. He also discussed ethics and good board governance. Due to time constraints, President Conaboy invited Dr. Irvin to return at a later meeting to give a more in-depth presentation.

President Conaboy made a request to take the Agenda out of Order. Agenda Item 8 was review and possible approval of the Charter Application Review Process, but since the applications up for approval at this meeting didn't fall under that review process, President Conaboy felt it would be more appropriate to wait to approve the process.

#### **Agenda Item - Consideration of the Application Review Team's recommendation for the approval of Pinecrest Academy Charter School Subsection 7 Charter**

Dr. Canavero first detailed the application review process for the Board before he detailed the Pinecrest Academy Application. Dr. Canavero discussed the application submission, interview process, and resubmission. President Conaboy asked if the current applicants were aware that this application cycle was a hybrid of two different application cycles. Dr. Canavero said yes the applicants were aware that the process is still undergoing changes and that each of the review team's recommendations was arrived at through rigorous review of the applications and discussion among the review team members.

Dr. Canavero detailed the Pinecrest Academy's application and the sections that were reviewed by each of the review team members. Pinecrest proposes to provide a safe learning environment. They are proposing to locate in Clark County in East Henderson. Pinecrest's projected enrollment in year one is 300. Projected enrollment for year two is 400. Discussion continued between the Board and Dr. Canavero regarding funding of the school and how payments are distributed. Dr. Canavero detailed the different sections of Pinecrest's

application and whether or not each section met standards. Dr. Canavero recommended to the Board that Pinecrest Academy be approved for a Subsection 7 Charter.

President Conaboy called for someone representing Pinecrest to speak about the student population that Pinecrest was planning on targeting.

Candace Friedman was on the Committee to Form Pinecrest Academy and spoke about the target population. David Calhoun detailed Academica's involvement during the application process. Academica is an Educational Service Provider that assists charter schools with their operations. Discussion continued between Candace Friedman, David Calhoun, and the Board. Ryan Reeves, Academica Nevada, also spoke on behalf of Pinecrest Academy. He addressed the minority population that would be served by Pinecrest Academy.

**The Board then addressed disclosures:**

**Member McCord – No Disclosure**

**Member Mackedon – Administrator of Oasis Academy in Fallon, Nevada**

**President Conaboy – Government Affairs Contractor with K-12 Incorporated, worked for two years advocating the establishment of the Charter School Authority**

**Member Abelman – Board member of Quest Academy Charter School**

**Vice President Wahl – No Disclosure**

**Member Van – No Disclosure**

**Member Luna – No Disclosure**

President Conaboy called for a motion.

**Vice President Wahl made a motion for approval of Pinecrest Academy Charter School's Subsection 7 Charter. Member Van seconded the motion. The motion carried unanimously.**

**Agenda Item - Consideration of the Application Review Team's recommendation for the approval of Honors Academy Charter School Subsection 7 Agreement**

Dr. Canavero detailed Honors Academy's mission, location, grade served, planned opening, and projected enrollment for the first two years. Dr. Canavero said that it was clear to the application reviewers that the Honors Academy data management team would be capable of managing the issues of the school. The review team was satisfied with the application and the interview and felt only technical issues needed to be addressed by the Committee to Form. Dr. Canavero recommended to the Board that Honors Academy of Literature be approved for a Subsection 7 Charter.

J-Lynn Van Pelt and Andrea Morency spoke on behalf of the Committee to Form Honors Academy of Literature. The Board asked about Honor's curriculum, testing standards, children's literature, assessments, recruitment, and education equity. The Board also requested that the Committee to Form give a report at a future meeting about the parents of the children enrolled at Honors, specifically how/if the parents' language and literacy skills affect the progress of their children at Honors.

**The Board then addressed disclosures:**

**Member McCord – No Disclosure**

**Member Mackedon – Administrator of Oasis Academy in Fallon, Nevada**

**President Conaboy – Government Affairs Contractor with K-12 Incorporated, worked for two years advocating the establishment of the Charter School Authority**

**Member Abelman – Board member of Quest Academy Charter School**

**Vice President Wahl – No Disclosure**

**Member Van – No Disclosure**

**Member Luna – No Disclosure**



President Conaboy called for a motion to approve the Honors Academy of Literature's Subsection 7 Charter Agreement.

**Member Abelman made a motion for approval of Honors Academy of Literature Charter School's Subsection 7 Charter Agreement. Member Van seconded the motion. The motion carried unanimously.**

**Agenda Item - Consideration of the Application Review Team's recommendation for the denial of Learning Bridge Charter School Subsection 7 Charter**

Dr. Canavero began his testimony by clarifying that the review team carried the recommendation of not approving Learning Bridge Charter School's Subsection 7 Charter Agreement. Dr. Canavero then detailed the concerns the review team were left with after the Learning Bridge application process had been completed. The lack of evidence for selection of targets, exclusion of a student growth measure, and the comparison with White Pine County School district, were troubling to the review team. Dr. Canavero also said the promotion standard of one year's growth was not clear. Some of the concerns in the application would not have been concerns if the Committee to Form had brought answers to the new applicant interview. The Board and Dr. Canavero discussed some of the findings of the review team and the Board asked for clarifications as to why some of the findings were made. Dr. Canavero finished his testimony by reiterating the recommendation of not approving Learning Bridge Charter School's Subsection 7 Charter.

Members of the Board expressed reservations with the recommendation. President Conaboy asked for a representative from the Committee to Form Learning Bridge Charter School to address the Board.

Mary Flanagan and Julie Krch spoke on behalf of the Committee to Form. Flanagan said the Committee to Form first submitted the application, then resubmitted, and we were led to believe the application was going to be approved. Julie Krch said White Pine County needs parent choice. The Committee to Form was under the assumption the application was going to be approved, so they did not interview well. The Board asked questions of the Committee to Form in order to clarify some concerns they had with the recommendation of non-approval. The Board continued discussion with the Committee to Form members.

Member Van said he would like to make a motion for approval, but President Conaboy asked that the Board hear the rest of the Committee to Form's testimony. Member Mackdon expressed reservations about going against the recommendation of SPCSA staff without allowing the process to fully carry out. President Conaboy said that obviously the Board was torn with this decision and asked for some rule clarification from Dr. Irvin.

Dr. Irvin gave the history of the application process and stressed the importance of following due process with regard to the application. The Board continued discussion and clarifications with Dr. Irvin.

Carrie Bath testified about the financial concerns with the Learning Bridge application. She said the Committee to Form was misunderstood with regard to budgeting and finance and that the Committee to Form is dedicated to accounting and strong fiscal stewardship. The Learning Bridge will conform to State laws and regulations. The Board and the Committee to Form continued their discussion and clarification of the Learning Bridge Charter School application.

President Conaboy called for a motion to approve the Learning Bridge's Subsection 7 Charter based upon the understanding that issues need to be addressed with SPCSA staff.

Member McCord said he understood the Subsection 7 condition, but it also sends a message that this Board has not let the authorizing process run its course, especially this early in the development of the SPCSA Board.

The Board then addressed disclosures:

Member McCord – No Disclosure

Member Mackedon – Administrator of Oasis Academy in Fallon, Nevada

President Conaboy – Government Affairs Contractor with K-12 Incorporated, worked for two years advocating the establishment of the Charter School Authority

Member Abelman – Board member of Quest Academy Charter School

Vice President Wahl – No Disclosure

Member Van – No Disclosure

Member Luna – No Disclosure

**Member Abelman made a motion for approval of the Learning Bridge Charter School's Subsection 7 Charter Agreement based upon the understanding that issues need to be addressed with SPCSA staff. Member Van seconded the motion. The motion carried unanimously.**

After the vote was taken, President Conaboy said that Member Mackedon's and Member McCord's comments with regard to respecting the SPCSA's application process were on target. President Conaboy said that the Board needs to respect the efforts of the SPCSA staff; however, the Board was dealing with an unusual school, in an unusual environment, during an unusual timeframe. President Conaboy said the application process was still evolving and for those reasons the Board was willing to take a chance today.

President Conaboy asked what else needed to be addressed on the agenda because time was beginning to run short.

Dr. Canavero said he would like to address the 2013 Application Timeline.

**Member Van left the meeting at 4:26 p.m.**

**Agenda Item - Review and Possible Approval of the Charter School Application Review Process and Decision-Making Policy for applications seeking a 2013 school startup**

Dr. Canavero detailed the current application timeline and gave reasons as to why he was recommending a change. Dr. Canavero said it would be cost prohibitive to have a continuous application cycle and that it would be better to set up an application submission window. The date would begin on August 27 and the window would stay open until September 4. No matter what day the application was received during the window, it will be given a September 4 received date for the purposes on Nevada Revised Statutes. Member Wahl asked if 45 days was enough time for review. Dr. Canavero said he believed the timeline was fine and they had not received any negative feedback from the charter school developers.

**Member Luna made a motion for approval of the proposed 2013 Application Timeline. Vice President Wahl seconded the motion. The motion carried unanimously.**

**Agenda Item - Establish Board Member's Payment at \$80 or less per meeting**

Dr. Canavero outlined the process for establishing the Board payment at no more than \$80 per day. Dr. Canavero recommended the Board establish the Board payment at \$80. Member McCord decided to forgo the \$80 per day payment.

**Member Abelman made a motion for approval of the Board Payment at \$80 per day. Vice President Wahl seconded the motion. The motion carried unanimously.**

Members of the Board discussed some requests they had of Dr. Canavero and staff of the SPCSA. Dr. Canavero asked the members to check their calendars in order to set up the next meeting. No date was established, but late March or early April was discussed.

**Agenda Item - Public Comment**

John Gardner, American Preparatory Academy, suggested having two application acceptance dates.

**Member McCord made a motion for meeting adjournment. Member Luna seconded the motion. The motion carried unanimously.**

The meeting was adjourned at 4:56 p.m.

DRAFT

**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

**SUPPORTING DOCUMENT**

**S U B J E C T: Director's Report**

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

MEETING DATE: March 23, 2012

AGENDA ITEM: 6

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S): Dr. Steve Canavero, Director, State Public Charter School Authority**

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**RECOMMENDATION:**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 10**

**BACKGROUND:**

Dr. Canavero will provide an update on SPCSA activities.

**SUBMITTED BY:** \_\_\_\_\_

## **STRATEGIC PLAN GUIDELINES**

For the past decade, NACSA has worked with authorizing agencies that are effectively growing a sector of quality public education options. Those organizations that have strong strategic plans provide a roadmap and role for internal and external stakeholders involved. Because there are various types of planning processes, these guidelines have been prepared to clearly define the desired outcome at the end of the grant period.

Strategic planning is a process designed to support leaders in being intentional about their goals and methods. Simply stated, strategic planning is a management tool, and like any management tool, it is used for one purpose only—to help an organization do a better job. Strategic planning can help an organization focus its vision and priorities in response to a changing environment and ensure that members of the organization are working toward the same goals. In short, our definition of strategic planning is as follows:

Strategic planning is a systematic process through which an organization agrees on – and builds commitment among key stakeholders to—priorities that are essential to its mission and are responsive to the environment. Strategic planning guides the acquisition and allocation of resources to achieve these priorities.

***Be strategic by intentionally responding to the current environment.*** Over time, organizations must assess and re-assess external and internal environmental factors that directly impact their work and they must take stock of the key stakeholders of various fields (advocacy, philanthropy, practice, etc...) that are essential to moving the vision and strategy for quality public schools forward.

***Be systematic and data based through the gathering of new information to make decisions.*** If the authorizer has received a comprehensive evaluation based on NACSA's *Principles and Standards*, the plan must address how the organization will strengthen the areas needing improvement.

***Set priorities that finalize a clear direction and goals for the organization.*** Through the planning process, long lists of current and potential issues arise. It is tempting to want to plan to address every item. Time, energy and resources are scarce and this is when prioritization in the planning process is essential.

***Build commitment by engaging key stakeholders.*** Strategic plans can be a powerful mechanism to engage individuals and create buy-in. Stakeholders will see their specific role and contribute to advancing the vision.

***Guide resource acquisition and allocation.*** It takes people and resources to advance and realize a vision. The plan must appropriately align resources to the priorities and be realistic on how the resources will be acquired.

The end of the grant period will culminate with the submission of a final strategic plan that will define how the grantee will improve authorizer practice that is in alignment with NACSA's *Principles and Standards*; and how they plan to increase the support (stakeholder and financial) for the growth of quality public education options for the students and families of their locality. The elements of the final strategic plan will include (but will not be limited to) the following:

#### **Core elements**

- Vision and mission statements
- Multi-year goals
- Realistic and measureable outcomes/benchmarks
- Defined and aligned personnel

#### **Agency Capacity**

- *Organizational structures.* Policies that define the role of the governing board and the external relationships must be outlined. This provides clear lines of authority to safeguard the authorizer from conflicts of interest and political influence
- *Human resources.* Strong authorizing agencies have competent and talented leadership. The strategic plan addresses the recruitment and development of such talent.
- *Financial resources.* The strategic plan not only determines the financial needs of the organization but how they will access, raise, and deploy them.

#### **Quality Authorizing Practices\***

- Comprehensive, rigorous application process
- Performance contracting
- Ongoing oversight and evaluation
- Renewal decision making

NACSA advises that all key personnel involved in developing the grantee's strategic plan review these guidelines and NACSA *Principles and Standards*.

*\*NACSA's **Principles & Standards** provide further definition and guidance on these core practices.*

**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

**SUPPORTING DOCUMENT**

**S U B J E C T:** Review of an application to form a charter school at a meeting pursuant to subsection 5 of NRS 386.525.

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

MEETING DATE: March 23, 2012

AGENDA ITEM: 7

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S):** Dr. Steve Canavero, Director, State Public Charter School Authority

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**RECOMMENDATION:** The Application Review Team's consensus recommendation is for the Authority Board to approve the New America School – Las Vegas application for a Subsection 7 Charter.

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES):**

**BACKGROUND:**

The Authority's Application Review Team reviewed the application to form the New America School – Las Vegas for sponsorship by the State Public Charter School Authority. During this time Application Review Team members offered and provided assistance to the Committee. An interview of Committee members and representatives from the CMO was conducted by the Application Review Team. The interview addressed remaining concerns of the review team, and thus staff recommends approval of the application to form the New America School – Las Vegas.

**SUBMITTED BY:** \_\_\_\_\_

# State Public Charter School Authority

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## Charter School Application Recommendation Report

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### **Application For**

New America School Las Vegas

### **School Type**

Grades 9-12

Designated At-Risk

### **Submitted By**

New America School Las Vegas Lisa Marsala

Dominic DiFelice, Superintendent New America School

### **Evaluation Team**

Steve Canavero (Lead)

Angela Blair

Andrea McCalla

Tom McCormack

John Hawk

Jonathan Gibson

Katherine Rohrer



# Introduction

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## Evaluation Process

The State Public Charter School Authority assembled an Application Review Team (ART) composed of both internal and external reviews that include experience and expertise on the operation of successful charter schools. This Report from the ART is the culmination of three stages of review:

### **Proposal Evaluation:**

The ART conducted individual and group assessment of the merits of the proposal based on the complete submission. In the case of experienced operators, the Authority staff supplemented the ART's work with due diligence to assess the applicants' record of performance.

### **Interview:**

The ART conducted an interview of the applicant group for the purposes of providing the applicants an opportunity to address questions and concerns raised in the review of the application and of evaluating the applicants' capacity to found and sustain the proposed program effectively.

### **Consensus Judgment:**

The ART came to consensus regarding whether to recommend the proposal for approval or denial.

# Proposal Overview and Recommendation

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**School Name**

The New America School – Las Vegas

**Proposed Location**

TBD – Northeast Las Vegas

**Mission**

The mission of The New America School – Las Vegas (NAS-LV) is to empower immigrants and English Language Learners with the educational tools and support they need to maximize their potential, succeed, and live the American dream.

Academic Year	Planned # of Students	Maximum # of Students	Grades
2013-2014	185	450	9-12
2014-2015	250	450	9-12

**Planned Opening**

Fall 2013

**Proposed Charter**

Subsection 7 (of NRS 386.527)

See notes

**Educational Management Organization (if applicable)**

New America School a nonprofit

**Curriculum model or special focus**

NAS-LV will provide a comprehensive high school curriculum, completely aligned with Nevada's Standards and Benchmarks. The curriculum plan will include sequencing courses, assessment practices, common assessments, and unit plans that include detailed lesson plans, resources, timelines, and essential skills and knowledge. To ensure that the students will achieve state standards and expectations for English Language Acquisition, the curriculum will provide comprehensive English instruction throughout all classes. NAS-LV's educational concepts were inspired by the teaching and learning model of the International Charter High School at LaGuardia Community College in New York City.

Not Distance Education, Primarily for at-risk youth, Not Vocational Education

**Legislative Intent**

Improve the opportunities for learning and access to quality education by pupils.

**Report**

On March 20, 2012, members of the Committee to Form the New America School – Las Vegas participated in an interview with the State Public Charter School Authority's Application Review Team. The purpose of the interview was to inform the Application Review Team's recommendation to the Board of the State Public Charter School Authority. Based on the application and the Committee members' responses to the Review Team's interview questions, the Review Team recommendation is for the Authority Board to approve the application for a Subsection 7 Charter. The Subsection 7 Charter will identify the remaining tasks that must be accomplished in order to have the Subsection 7 Charter converted to a NRS 386.527(5) charter under which the school may receive state funding and commence operation.

***Recommendation – Approve*****Summary of Section Ratings**

## Education Plan

- Meets Standard

## Organizational Plan

- Meets Standard

## Financial Plan

- Meets Standard

## Evidence of Capacity – See Below

- Meets Standard

<b>NAS-LV</b>				<b>Concerns: Interview</b>	<b>Determination</b>
<b>A.1 Mission, Vision, and Educational Philosophy</b>					Meets Standards
<b>A.2 School-Specific Goals and Objectives</b>				"Graduation rate" and relationship between charter and statewide accountability system	Meets Standards
<b>A.3 Curriculum and Instruction</b>				Written plan places an emphasis on student receptive skills (listening and speaking). How will the school ensure productive skill development (writing and speaking). Process by which the school determines specific course offering and curriculum.	Meets Standards
<b>A.4 Assessment and Accountability</b>				Policy on promoting students; instrument for non-Spanish speaking students; percent participation for ACT assessment should be established. Develop an assessment plan.	Meets Standards pending Subsection 7 Provisions
<b>A.5 Tentative School Calendar and Daily Schedule</b>				Alternative calendar first then request a waiver if necessary. Actual calendar and bell schedule delivered to Department prior to opening.	Meets Standards
<b>A.6 School Climate and Discipline</b>					Meets Standards
<b>A.7 Target Population</b>				Strategies considered to reach traditionally less informed families	Meets Standards
<b>A.8 Special Student Populations</b>				Continuum of services in initial years of operation; Special Education budget assumptions.	Meets Standards pending Subsection 7 Provisions
<b>A.9 Records</b>					Meets Standards
<b>A.10 Career Education</b>				N/A	N/A
<b>B.1 Governing Body</b>				Bylaw edits, change in proposed sponsor	Meets Standards pending Subsection 7 Provisions
<b>B.2 Composition of the Committee to Form the School</b>					Meets Standards

<b>B.3 Management and Operation</b>	Approaches Standards	Dispute resolution, enrollment dates and limitations	Meets Standards pending Subsection 7 Provisions
<b>B.3.1 Educational Management Organizations</b>	Approaches Standards	Clarification on contract maximum, typos, adherence to State Admin Manual (SAM) reimbursement rates	Meets Standards pending Subsection 7 Provisions
<b>B.4 Staffing and Human Resources</b>	Meets Standards		Meets Standards
<b>C.1 Budget</b>	Approaches Standards	Reliance on external funding (CSP in grant application), errors and internal discrepancies	Meets Standards pending Subsection 7 Provisions
<b>C.2 Financial Management</b>	Meets Standards		Meets Standards
<b>C.3 Facilities</b>	Meets Standards		Meets Standard pending Subsection 7 Provisions
<b>C.4 Transportation, Health Services, and Emergency Services</b>	Meets Standards		Meets Standards



# Evidence of Capacity

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\* Applicant's capacity draws from 1) the application in general and specific subsections (e.g., B 3.1) 2) the interview, and 3) supporting documentation (addenda, supplemental request, and due diligence).

New America School is a not-for-profit charter management organization. The Committee to Form New America School - Las Vegas plans to replicate the New America School model in Las Vegas and contract with the NAS CMO to provide certain services to the proposed school.

## **Plan Summary**

The proposal is to replicate the instructional model of the applicant CMO's current schools;

1. New America School – Lowry (Aurora Public Schools)
2. New America School – Denver (Mapleton Public Schools)
3. New America School – Lakewood (Jefferson County)
4. New America School – Albuquerque (State Sponsored)
5. New America School – Las Cruces (Las Cruces – Newly Chartered)

The CMO staff responsible for operating the proposed Las Vegas school is largely the same as the CMO staff that worked on the prior schools.

The committee to form (CTF) meets the statutory requirements for composition and includes individuals with the demonstrated capacity to found and sustain a quality school with demonstrable experience in all aspects of school operation.

## **Due Diligence**

### Discussion on Closed Schools

The Eagle campus in Gypsum, Colorado was chartered with the Eagle Valley district under a three year contract. During those three years the school never reached the revenue neutral enrollment numbers. The NAS Colorado Board decided not to renew the charter for financial reasons. According to NAS the school was successful for the 60-90 students who attended during this time. When NAS Colorado decided not to renew, the district superintendent indicated the district would assume all responsibilities and continue to run a similar program within the same facility that had been established.

No further information disclosed or addressed.

### Interview of Existing Sponsors

Aurora Public Schools – Lowry Campus since 2005. Last renewal was for 5 yrs (maximum allowable under Colorado law). Up again in 2013, anticipates 5 year. Many high-age low-credit students enrolled. Very strong financial and operational control. Student performance has not been at the proficient level as reflected on the state's performance framework.

Mapleton – Denver Campus since 2004 but in district since 2009/10. Embraced the mission and vision of the school. Academic results are not strong. Sponsor is looking for an increased sense of urgency regarding academic results.

Jefferson County – Lakewood Campus since 2006. No difficulties with their operation and budget and fairly stable enrollment.

NM Statewide – Albuquerque since 2009. State lacks alternative accountability structure. No real positive or negative reports. Strong reporting and compliance track record.

#### Existing Data on Model Effectiveness: Academic 2011

Colorado – Three campuses qualify for Alternative Education Campus (AEC) and receive an AEC specific school performance framework.

1. New America School – Lowry (Aurora Public Schools)
  - a. Plan Type Assignment - Priority Improvement
    - i. Academic Achievement – Approaching
    - ii. Academic Growth – Approaching
    - iii. Student Engagement – Does Not Meet
    - iv. Postsecondary and Workforce Readiness – Does Not Meet
2. New America School – Denver (Mapleton Public Schools)
  - a. Plan Type Assignment - Priority Improvement
    - i. Academic Achievement – Approaching
    - ii. Academic Growth – Approaching
    - iii. Student Engagement – Approaching
    - iv. Postsecondary and Workforce Readiness – Does Not Meet
3. New America School – Lakewood (Jefferson County)
  - a. Plan Type Assignment - Priority Improvement
    - i. Academic Achievement - Approaching
    - ii. Academic Growth - Meets
    - iii. Student Engagement – Does Not Meet
    - iv. Postsecondary and Workforce Readiness – Does Not Meet
4. New America School – Albuquerque (State Sponsored)
  - a. 2010-2011 Final Grade = D
    - i. Current Standing – F
    - ii. School Growth of Highest Performing Students – D
    - iii. School Growth of Lowest Performing Students – D
    - iv. Opportunity to Learn – B
    - v. Graduation – D
    - vi. Career and College Readiness – F
5. New America School – Las Cruces (Las Cruces – Newly Chartered)

**Supplemental Request****NAS Data on Model Effectiveness: Academic**

Virtual Control Group – Strong evidence suggesting model effectiveness

Student Performance Matrix – Modest evidence suggesting model effectiveness

Colorado Growth Summary – (Also includes VCG data) Modest/strong evidence of model effectiveness

**NAS Effectiveness: Fiscal**

A thorough review of end-of-year independent audit results for FY2011 showed the following:

1. New America School – Lowry (Aurora Public Schools)
  - a. Unqualified Opinion
2. New America School – Denver (Mapleton Public Schools)
  - a. Unqualified Opinion
3. New America School – Lakewood (Jefferson County)
  - a. Unqualified Opinion
4. New America School – Albuquerque (State Sponsored)
  - a. Unqualified Opinion
5. New America School – Las Cruces (Las Cruces – Newly Chartered)

**Press or other publications**

None of material significance found.



**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

**SUPPORTING DOCUMENT**

**S U B J E C T:** Presentation of Proposed  
Purchase of Real Property for Quest Academy of  
Nevada.

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

MEETING DATE: March 23, 2012

AGENDA ITEM: 8

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S):** Dr. Steve Canavero, Director, State Public Charter School Authority,  
Connie Jordan, Director, Quest Academy of Nevada

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**RECOMMENDATION:**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES):**

**BACKGROUND:**

Review and discussion of the timeline, security interest, and property documents for Quest Academy of Nevada.

**SUBMITTED BY:** \_\_\_\_\_

**BRIAN SANDOVAL**  
*Governor*

**STATE OF NEVADA**

**STEVE CANAVERO, Ph.D.**  
*Director*



**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

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

February 27, 2012

Connie Jordan, Director  
Quest Academy  
6610 Grand Montecito Pkwy  
Las Vegas, NV 89149

Dear Ms. Jordan:

This letter regards the proposed purchase of real property by Quest Academy (Quest). Because the acquisition of real property by Quest must be approved by the State Public Charter School Authority Board (Board), your sponsor, pursuant to NRS 386.550(1)(k) it is required that the Board be completely informed of Quest's plan to purchase property. In addition to gaining approval from your sponsor in advance of purchasing real property, two additional statutes inform this guidance. Quest is required to have the security interest, as required by NRS 386.570(8), approved by the Board, and the Quest Board must authorize, if required by statute, any medium-term debt obligation.

The purpose of this letter is to provide further guidance on preparing materials for consideration by the Board. As a practical matter, I suggest Quest submit their materials to the Board in the form of a packet or binder to be included, in support of an agenda item, in the Board's packet. Quest's packet should contain sufficient detail (see below) to render a comprehensive review of all matters related to the full transaction and the security interest in order for the Board to discuss and possibly act upon your request. Quest may choose to submit the packet or binder in hard copy but is required to submit the packet of material in electronic form to Authority staff.

***Minimum Requirements to be addressed for the Board Packet***

- A thorough, detailed, and complete description of the proposed project.
  - The reason for the purchase; why purchase by the governing body of the school is the best option.
  - A comprehensive timeline is an important component of the description of the proposed project.
- Intended use of the property or properties by other entities with agreements.
  - If applicable
- The Quest Governing Body Agenda and Minutes where the purchase of real property was authorized.
- The Quest Governing Body Agenda and Minutes where the resolution to enter into a medium term debt obligation was made.
  - See NRS 350.087 (below)
- Permits and zoning issues should be fully documented.
  - What issues are there and plan for resolution of those issues
- Proposed purchase documentation for each property.
- Financing
  - Terms of the loan;
  - Insurance coverage and costs;
  - Improvements or build out to suit school needs;
    - Architect plans/improvements
  - Evidence the school can afford the space;
  - What are the school's contingency plan(s)?;
    - If enrollment declines
    - If DSA support declines
- Deed documentation and restrictions or covenants.
- The full documentation evidencing the proposed security interest to be approved.
- Request for amendment of the charter prior to occupying the acquired space.

If Quest intends for this item to appear before the Board at the March 23, 2012 meeting then the materials, in the form of a packet, must be submitted by close of business on March 16, 2012. Please don't hesitate to call or email with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Canavero', with a long horizontal line extending to the right.

Steve Canavero, Ph.D.

NRS Specific to Acquisition of Real Property and Medium-term Debt Obligation

**NRS 386.550 (1)(k)** Refrain from using public money to purchase real property or buildings without the approval of the sponsor.

**NRS 386.570 (8)** If a charter school uses money received from this State to purchase real property, buildings, equipment or facilities, the governing body of the charter school shall assign a security interest in the property, buildings, equipment and facilities to the State of Nevada.

**NRS 350.087 Resolution authorizing medium-term obligation or installment-purchase agreement: Adoption; contents; notice.**

1. If the public interest requires a medium-term obligation or installment-purchase agreement, the governing body of any local government, by a resolution adopted by two-thirds of its members, may authorize a medium-term obligation or installment-purchase agreement. For the purposes of the issuance of a medium-term obligation pursuant to NRS 280.266, a metropolitan police committee on fiscal affairs shall be deemed the governing body of a local government.

2. The resolution must contain:

(a) A finding by the governing body that the public interest requires the medium-term obligation or installment-purchase agreement;

(b) A statement of the facts upon which the finding required pursuant to paragraph (a) is based;

(c) A statement that identifies:

(1) Each source of revenue of the local government that is anticipated to be used to repay the medium-term obligation or installment-purchase agreement; and

(2) The dollar amount that is anticipated to be available to repay the medium-term obligation or installment-purchase agreement from each such source; and

(d) If the resolution is for an installment-purchase agreement with a term of more than 10 years:

(1) A statement comparing the cost of installment-purchase financing with other available methods of financing, including, without limitation, financing with general obligation bonds or revenue bonds; and

(2) If such statement concludes that installment-purchase financing is more expensive than other available methods of financing, a statement explaining the reasons for choosing installment-purchase financing instead of a less expensive alternative.

3. Except as otherwise provided in subsection 4, before the adoption of any such resolution, the governing body shall publish notice of its intention to act thereon in a newspaper of general circulation for at least one publication. No vote may be taken upon the resolution until 10 days after the publication of the notice. The cost of publication of the notice required of an entity is a proper charge against its general fund.



## **Comprehensive Project Timeline**

Kindergarten Facility

Proposed Location: 7550 W. Alexander, Las Vegas, NV 89129

This proposal is presented to the State Public Charter School Authority to describe the purchase of real property by Quest Academy for a Kindergarten facility. This packet was developed by the Facility Committee of the Governing Board of Quest Academy. As we seek approval for this purchase, we are available to answer any questions. The packet contains sufficient detail and includes the following information:

- Background - Page 2
- Governing Board Minutes for project milestones - Page 3
- Timeline - Page 5
- Permitting & Zoning - Page 11
- Architect/Facility Blueprints - Page 12
- Construction Contractor/Tenant Improvements - Page 13
- Realtor/Property Information - Page 13
- Banking/Funding Information - Page 14
- Kindergarten Budget - Page 15
- Capital Improvement Plan - Page 15
- Contingency Plan - Page 15
- Security Interest - Page 16
- Charter Amendment - Page 16
- Attachments enclosed

## Background

### *Reason for purchase*

The reason for purchasing this property has always been to serve the Las Vegas community. In order to accommodate our existing students' siblings, the need for a Kindergarten facility became very clear. In addition, we have a kindergarten waiting list of over 150 families with a strong desire to receive a quality education. See **Attachment A** for Enrollment Data.

### *Why purchase is best*

The Governing Board of Quest Academy saw a purchase of real property as an investment into the school's future. The community is well suited for families because of its close proximity to parks and shopping. A purchase means that our school is paying the true value of the property, rather than an inflated rent through a leasing agent. Because of the cost of this facility, we anticipate full ownership in 10 years or less, which will eliminate monthly loan/rent fees. We will be able to use rent fees for educational materials, salary increases, etc. There is certainly a need for quality all-day Kindergarten in the northwest area and this school reaches out to those families.

### *Intended use of property*

We intend to use this particular site for a kindergarten facility. The location was formally an adult day care facility so much of the building already meets the needs of a school. The building is 3,253 square feet located in northwest Las Vegas and was renovated in 2008 to include a commercial kitchen. The facility has a large backyard for the students and is adjacent to an 18 acre city park. This location is ideal for parents with siblings currently enrolled at our main campus, which is only eight minutes away. Please see **Attachment B** for the real estate specification sheet for this property.

The building will house 104 students, 4 teachers, Instructional Assistant and an Office Manager with full internet facilities, kitchen, restrooms and storage to accommodate our staff and students.



## Governing Board Minutes

### *Approval to Establish a School Facility Committee*

The Governing Board of Quest Academy approved the establishment of a Facility Committee on August 29, 2011 to seek and recommend a future home for kindergarten students.

### *Approval to Select a Real Estate Attorney*

The Governing Board of Quest Academy approved the selection of a real estate attorney on November 28, 2011 to review all legal documents throughout the purchase process.

### *Approval to Select a Real Estate Firm*

The Governing Board approved the selection of a realtor and real estate firm.

### *Approval to Open an Account at Meadows Bank*

The Governing Board of Quest Academy voted and approved on January 30, 2012 to open an account at Meadows Bank. This bank would later serve to provide a commercial loan for the purchase of the kindergarten facility.

### *Purchase of Real Property Authorization*

The Governing Board of Quest Academy will vote to authorize the purchase of the kindergarten facility located at 7550 W. Alexander Rd, Las Vegas, NV 89129 at their board meeting on March 19, 2012.

### *Approval to Enter into Medium Term Debt*

The Governing Board of Quest Academy will vote during their March 19, 2012 board meeting to enter into a medium term debt obligation to purchase the kindergarten facility.



## **Governing Board Minutes**

### *Approval to Select an Architectural Firm*

The Governing Board of Quest Academy approved the selection of an architectural firm to oversee building designs.

### *Approval to Select a Building Contractor*

The Governing Board of Quest Academy voted on January 30, 2012 and approved the selection of construction contractor to oversee tenant improvement in the kindergarten facility.





## Timeline

### *Kindergarten Facility Timeline*

The Governing Board of Quest Academy recognized early in July the need to house over 100 kindergarten students for the 2012-13 school year. Because of limited space in the current facility, an off-site, dedicated facility would continue to support long-time families and wait-list families. The Governing Board immediately stepped into action and created a Scope of Work and the following timeline to keep this important project on task.

	Date	Event	Outcomes
1.	July 18, 2011	Establish Facility Committee	<ul style="list-style-type: none"> <li>Vote and approved at GB meeting</li> </ul>
2.	August 23, 2011	Facility Committee create a Project Scope	Facility Requirements: <ul style="list-style-type: none"> <li>Location: NW LV</li> <li>Size: ~3300 square feet</li> <li>Enrollment: ~100 students</li> <li>Timeline: 12 months</li> <li>Marketing: Existing siblings + waiting list families</li> <li>Staffing: 4 teachers, 1 aide, 1 office manager</li> <li>Prelim Annual Budget: \$415k</li> </ul>
3.	August 29, 2011	Initial presentation to Governing Board for discussion	<ul style="list-style-type: none"> <li>Discuss Project Scope with Governing Board</li> </ul>
4.	September 4-7, 2011	Begin bid process for architect Begin bid process for realtor	<ul style="list-style-type: none"> <li>Obtain 3 bids</li> </ul>
5.	September 12, 2011	Review real estate attorney resumes	

	Date	Event	Outcomes
6.	September 21, 2011	Select architect Select realtor	<ul style="list-style-type: none"> <li>SH Architecture selected by Facility Comm.</li> <li>Sun Commercial selected by Facility Comm.</li> </ul>
7.	September 26, 2011	Recommend Architect & Recommend Realtor to Governing Board for approval	<ul style="list-style-type: none"> <li>Vote and approve at GB meeting selections:               <ul style="list-style-type: none"> <li>Sun Commercial Realty approved</li> <li>SH Architecture approved</li> </ul> </li> </ul>
8.	October 1, 2011	Investigate possible kinder sites	<ul style="list-style-type: none"> <li>Facility Committee members and school administrator visit possible sites for kinder location</li> </ul>
9.	October 5, 2011	Facility committee explore options to either lease and/or buy facility	<ul style="list-style-type: none"> <li>Discuss with realtor pros/cons for lease and/or buy property</li> </ul>
10.	October 15, 2011	Interview banks for loan offerings	<ul style="list-style-type: none"> <li>Meadows Bank interviewed</li> <li>Bank of Nevada interviewed</li> </ul>
11.	October 22, 2011	Present information to Governing Board for discussion and possible approval whether to lease/buy	<ul style="list-style-type: none"> <li>Provide purchase documentation for property</li> <li>Governing Board discusses and votes to approve <u>purchase</u> of kinder facility</li> </ul>
12.	October 22, 2011	<ul style="list-style-type: none"> <li>Recommend location of facility</li> <li>Present update to Governing Board for approval of facility</li> </ul>	<ul style="list-style-type: none"> <li>Present possible location for kinder facility to the Governing Board. Provide detailed property information</li> <li>GB vote to select/approve permanent location</li> </ul>
13.	November 5, 2011	<ul style="list-style-type: none"> <li>Architect designs tenant improvements on new facility</li> </ul>	Architect will provide plans to GB when available

Date	Event	Outcomes
14. November 7, 2011	<ul style="list-style-type: none"> <li>• Send letter to City Council member in correct ward where facility is located</li> <li>• Send letter to Planning Commissioner in correct ward where facility is located</li> </ul>	<ul style="list-style-type: none"> <li>• See final letter to Lois Tarkanian</li> <li>• See final letter to Vicki Quinn - See <b>Attachment J</b></li> </ul>
15. November 7 -21, 2011	Begin bid process for construction company to perform tenant improvements	Obtain 3 bids
16. December 3, 2011	Meet with banks to discuss loan options	Meadows Bank recommended
17. December 21, 2011	Present recommendations to Governing Board for, bank and real estate attorney	<ul style="list-style-type: none"> <li>• 3 recommendations for real estate atty.</li> <li>• Rice, Silbey, Reuther &amp; Sullivan, LLP voted and approved to serve as real estate atty.</li> <li>• Meadows Bank selected</li> </ul>
18. January 12, 2012	Receive initial letter to loan from Meadows Bank	Non binding letter with intent to loan
19. January 13, 2012	Apply for building and use permits	On calendar for April 18, 2012 at the City of Las Vegas Planning Commission
20. January 27, 2012	Meet with IT to discuss wiring and computer needs at location	Coordinate needs with Korte Construction



	Date	Event	Outcomes
21.	January 30, 2012	Governing Board Meeting	<ul style="list-style-type: none"> <li>Architect shows detailed plans of kindergarten facility to GB &amp; parents</li> <li>GB approves Capital Improvement Plan</li> <li>Cost for tenant improvements finalized. Present to Governing Board. Board votes to approve tenant improvements</li> <li>Preliminary budget submitted to board for 2012-13 school year</li> <li>Board votes to approve preliminary kindergarten budget</li> </ul>
22.	February 1, 2012	Follow up with property owner	Mail letter to property owner regarding continued intent to purchase. See letter at school.
23.	February 3, 2012	<ul style="list-style-type: none"> <li>Monthly Principal Outreach Mtg.</li> </ul>	Principal updates community and parents about kinder facility including architectural plans, costs, timelines etc.
24.	February 22, 2012	<ul style="list-style-type: none"> <li>Submit Capital Improvement Plan (NRS 354.5945) to state</li> </ul>	Uploaded to AOIS
25.	March 9, 2012	Complete facility information packet for State Charter School Authority Board.	<ul style="list-style-type: none"> <li>Refer to letter from Steve Canavero for items to include in Information Packet</li> <li>Include Security Interest documentation in purchase agreement</li> </ul>
26.	March 9, 2012	Begin marketing campaign	<ul style="list-style-type: none"> <li>Notify current families</li> <li>Follow up with school Registrar for upcoming lottery</li> </ul>

	Date	Event	Outcomes
27.	March 10, 2012	Begin employment job fairs, conduct staff interviews.	All staff given verbal offer for kindergarten employment to begin August, 2012
28.	March 16, 2012	<ul style="list-style-type: none"> <li>Submit Kindergarten Information Packet to Steve Canavero</li> <li>Packet will be distributed to State Charter Authority Board</li> </ul>	SPSCA will review prior to meeting on 3/23/12
29.	March 19, 2012	<ul style="list-style-type: none"> <li>Tenant Improvement Payment Schedule</li> </ul>	Get board approval for payment schedule for tenant improvements
30.	March 23, 2012	<ul style="list-style-type: none"> <li>Quest presentation to State Charter School Authority Board</li> </ul>	Expected outcome: approval for purchase of kindergarten facility
31.	April 2012 Goals	<ul style="list-style-type: none"> <li>Update parents about approval of kindergarten facility</li> <li>Once approved by State, GB signs Purchase Agreement</li> <li>Signs loan documents</li> <li>Board approves earnest deposit for bank.</li> <li>Submit first payment for tenant improvements</li> </ul>	Emergency Board Meeting to initiate contracts and other facility needs as necessary
32.	May 2012	<ul style="list-style-type: none"> <li>Begin tenant improvements</li> <li>Order and install IT equipment; phones, computers, copiers etc.</li> <li>Verify safety equipment; cameras</li> <li>Schedule Inspections</li> </ul>	Contractor begins tenant improvements Follow up with IT

	Date	Event	Outcomes
33.	June 2012	<ul style="list-style-type: none"> <li>Tenant Improvements complete</li> <li>Transfer classroom supplies and equipment from main campus to new kinder facility</li> </ul>	Student desks, teacher desks, cabinets, books, supplies etc.
34.	July 2012	<ul style="list-style-type: none"> <li>Final cleanup of kinder facility</li> <li>Final Inspections</li> </ul>	Follow up with Korte on actual dates
35.	July 2012	<ul style="list-style-type: none"> <li>Send invitations to families</li> <li>Send invitations to State Charter Authority</li> <li>Send invitations to City Council</li> </ul>	<ul style="list-style-type: none"> <li>Invite everyone to Grand Opening!</li> <li>Issue Press Release</li> <li>Create list of dignitaries for invites</li> </ul>
36.	August 2012	<ul style="list-style-type: none"> <li>Set up classrooms</li> <li>Hire/train staff</li> <li>Conduct staff orientation</li> <li>Grand Opening Ceremony!</li> <li>Conduct student open house</li> </ul>	Employee Orientation held at main campus Grand Opening Ceremony Date TBD
37.	August 20, 2012	<ul style="list-style-type: none"> <li>SCHOOL BEGINS</li> </ul>	

## Permitting & Zoning

### *City of Las Vegas Planning Commission*

Permits & Zoning	Pre-Application	Application Submittal	Commission Meeting
City of Las Vegas Planning Commission	February 2, 2012	February 23, 2012	April 10, 2012

Please refer to **Attachment C** for City of Las Vegas Planning Commission Meeting Schedule and the Applications for Special Use Permits.



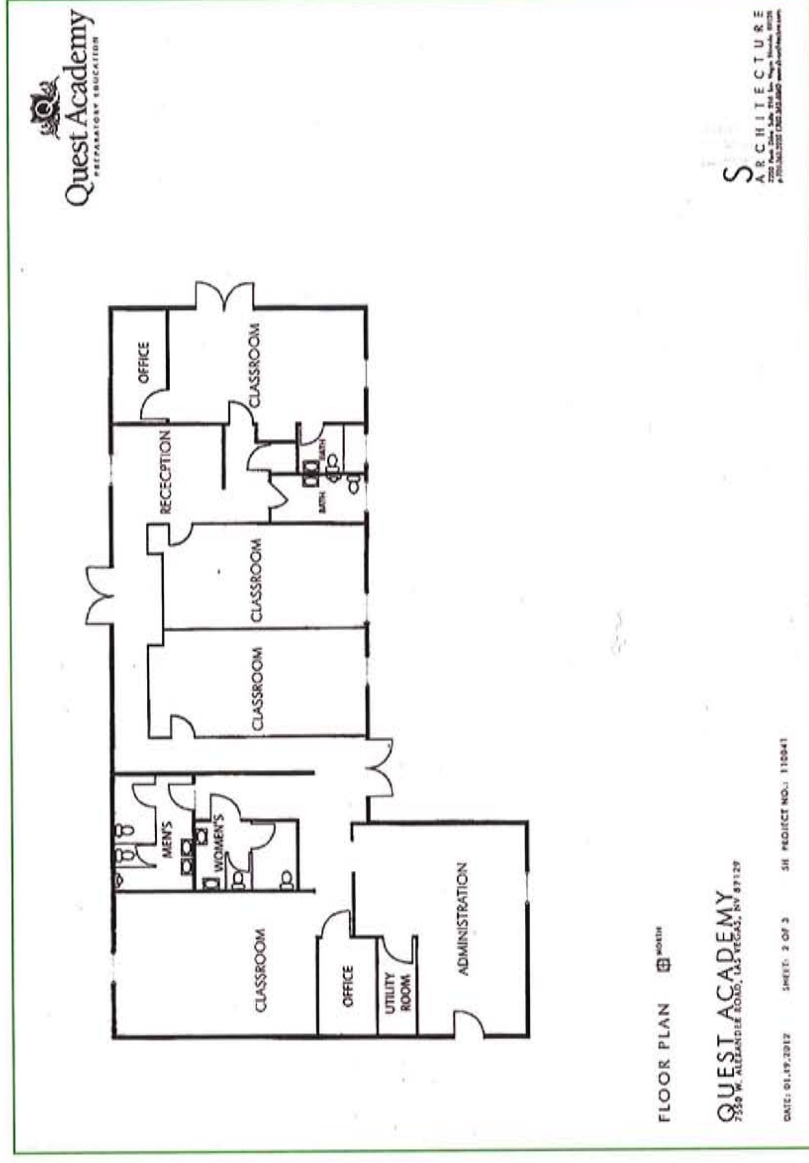
## Architect/Building Models

### Selection of Architect

Quest Academy sent out to bid to find an architectural firm to handle our school's future expansions. We were fortunate to find and subsequently select, SH Architecture to oversee tenant improvements, build-outs and construction of all of our locations. The immediate need for SH Architecture was to create plans to convert an existing adult day care facility into a functional kindergarten school. Because SH Architecture specializes in building schools, they immediately understood our needs and got to work on creating plans and recommending contractors.

### Building Models

Please see the building floor plans (right) for our proposed kindergarten facility.





## Construction Contractor

### *Korte Construction*

The Governing Board of Quest Academy voted and approved the hiring of Korte Construction during the regular monthly meeting held on January 30th, 2012. Staff of Quest Academy has since met with the owner and other staff of Korte Construction to discuss tenant improvement needs. Korte submitted a final proposal for all tenant improvements to the Facility Committee of Quest. The Facility Committee reviewed the proposal and presented the information to the Board on February 22, 2012 at which time the Governing Board approved the payment for tenant improvements.

See **Attachment D** for the Korte Construction breakdown and pricing of the proposed tenant improvements.

## Realtor & Property Information

### *Partnership with Sun Commercial*

The Facility Committee of Quest Academy met with employees of Sun Commercial and explained our needs for an off-site dedicated facility. Sun Commercial immediately found the perfect site for our kindergarten students. Please refer to **Attachment E** for the Exclusive Representation Agreement with Sun Commercial.



## Banking & Funding

### *Partnership with Meadows Bank*

In December, 2011, staff and Governing Board members of Quest Academy met with employees of Meadows Bank. We discussed the need to partner with a bank who truly understands charter schools. We were fortunate to find that the Senior Vice President of Meadows Bank is also a board member of another Las Vegas charter school. We also learned that many of the Organizers/Directors of Meadows Bank's Board of Directors are local and large supporters of education in Nevada. (One such board member is Andre Agassi).

On December 21, 2012, the Governing Board of Quest Academy approved the partnership with Meadows Bank and gave approval for the school to pursue commercial loan funding for the purchase of the kindergarten facility. Please refer to **Attachment F** for the letter of intent and term sheet from Meadows Bank. The loan will be a Medium Term Debt Obligation at a competitive interest rate which will be determined at a later date.

- December 2, 2011 - Initial meeting with Meadows Bank and Quest Academy
- December 21, 2011 - Approval by Quest Governing Board to partner with Meadows Bank & apply for loan
- January 12, 2012 - Quest receives letter from Meadows Bank stating their intent to lend to Quest Academy
- January 23, 2012 - Account opened at Meadows Bank
- February 23, 2012 - Final approval by Meadows Bank for a commercial loan in the amount of \$300,000

## **Kindergarten Budget**

### *Preliminary Budget for Kindergarten Facility*

A preliminary budget for the kindergarten facility was distributed to Quest Governing Board members at the February meeting. The board will review and vote on the budget at the March 19, 2012 board meeting. Those meeting minutes will be provided at a later date and are not included in this packet.

Once approved, the final kindergarten budget will be submitted to the State Public Charter School Authority on April 1, 2012. A copy of the preliminary budget is included in this packet. Please refer to **Attachment G**.

## **Capital Improvement Plan**

### *Final Capital Improvement Plan*

The final Capital Improvement Plan (NRS 354.5945) was originally submitted to the State Public Charter School Authority in January, 2012. Several weeks later, Steve Canavero requested that Quest update the Capital Improvement Plan to include the medium term debt obligation for the kindergarten facility. The revised CIP was presented to the Governing Board and approved at the February 22, 2012 board meeting. The final version was uploaded to AOIS and a copy of is included in this packet. Please refer to **Attachment H**.





## Contingency Plan & Security Interest

### *Governing Board Contingency Plan*

The Quest Governing Board is committed to success and proliferation of its schools and its charter. Since 2010, the board has maintained a contingency account of 3.0% of its annual budget revenue. The purpose of this account is to address any unexpected events. Although we don't expect a decline in enrollment, we have planned for such events financially. We have worked hard for four years to maintain a quality educational program and we work diligently to market our school, its curriculum and its teachers to make Quest appealing to families and students.

### *Security Interest*

As mandated by state statute, we have included the Security Interest language in our Purchase Agreement with the property owner. The realtor and our Governing Board have made it very clear that the State Public Charter School Authority will have a junior interest behind the lending agency until the loan is paid in full.

A copy of the Purchase Agreement including the Security Interest language is included in this packet. The Security Interest clause can be found in section 22.17 of the agreement. Please refer to **Attachment I**.

## Charter Amendment

### *Quest Academy Charter*

The Quest Governing Board charter was approved in 2008. A formal request for amendment to the charter to occupy the kindergarten facility will be discussed and voted upon at the March 19, 2012 Governing Board meeting. See **Attachment K** for a copy of the letter.

# Quest Academy Enrollment Data As of 3/15/2012

## 2012-2013 Enrollment Summary

Grade Level	2012-2013 Incoming Siblings	Current Waiting Lists
K	49	
1st	13	
2nd	4	
3rd	4	
4th	5	
5th	2	
6th	4	
7th		
8th		
9th	3	
10th	2	
11th	4	
Total	90	0

Grade Level	2011-2012 Current Count	Re-enrollments turned in	Returning Students	New Enrollments	Total Enrollment
K	51	51		231	231
1st	103	103	51	95	146
2nd	103	104	103	43	146
3rd	78	78	102	47	149
4th	78	78	76	39	115
5th	54	54	77	26	103
6th	70	70	54	73	127
7th	32	32	70	11	81
8th	35	33	32	8	40
TOTAL	604	603	27	14	41
				3	3
				4	4
			592	573	1186

Return Rate	
K	100%
1st	100%
2nd	99%
3rd	97%
4th	99%
5th	100%
6th	100%
7th	100%
8th	77%
Total	98%

2 missing re-enrollments

B

For Sale

**3,253 SF Adult Day Care Facility**

7550 W. Alexander Road, Las Vegas, Nevada 89129

GRUBB & ELLIS.  
Las Vegas

Retail Group

**Snapshot**

Building Size	3,253 SF
Sale Price	\$550,000
Zoning	R-E (City of Las Vegas)
Cross Streets	SEC Alexander Rd. & Buffalo Dr.

**Property Description**

This 3,253 SF adult day care facility, located on Alexander & Buffalo was renovated in 2008. The property offers a new operator the opportunity to take over a well-maintained facility in a great area of northwest Las Vegas. The current floor plan features a large entertainment room, commercial kitchen and eight restroom facilities throughout. The exterior is in excellent condition with nice landscaping, a covered patio, gated and covered parking, walking paths and a large gazebo sitting area. Adjacent to an 18 acre city park.

To learn more, please contact:

Las Vegas Commercial Brokerage LLC  
3930 Howard Hughes Parkway  
Suite 180  
Las Vegas, NV 89169  
702.733.7500 main  
702.862.8242 fax  
[www.gelasvegas.com](http://www.gelasvegas.com)

Chris Godino  
Senior Associate  
702.733.7500 ext. 246  
[chris.godino@grubb-ellis.com](mailto:chris.godino@grubb-ellis.com)

David Lipp, CCIM  
Associate  
702.733.7500 ext. 283  
[david.lipp@grubb-ellis.com](mailto:david.lipp@grubb-ellis.com)

**Property Highlights**

- Property is located on a quiet street, but all amenities are closeby on Tenaya Way and Cheyenne Ave.
- Large lobby and guest entertainment area, reading & game room, commercial kitchen and 8 restrooms
- Exterior features ample parking including gated and covered parking area, very nicely landscaped rear with covered patio seating area and a gazebo
- Located directly adjacent to an 18 acre city park







SITE PLAN



SITE DATA

APN: 126-12-181-022  
 JURISDICTION: CITY OF LAS VEGAS  
 ZONING: P-E  
 LOT SIZE: 1.48  
 ACREAGE: 1.48  
 SQUARE FOOTAGE: 20,869  
 EXISTING PARKING: 10  
 STANDARD: 10  
 TOTAL: 20



VICINITY MAP



QUEST ACADEMY  
 7330 W. ALEXANDER ROAD, LAS VEGAS, NV 89129

DATE: 01.19.2012 SHEET: 1 OF 3 SH PROJECT NO.: 110041

Project Packet & Timeline - Kindergarten Facility  
 Last Updated 3/20/2012

SH  
 ARCHITECTURE  
 2250 Pecos Drive, Suite 216 Las Vegas, Nevada 89128  
 (702) 363-2222 (702) 363-6650 www.sharchitecture.com



## DEPARTMENT OF PLANNING

## 2012

### PLANNING COMMISSION MEETING SCHEDULE

Pre-Application Conference Request Deadline	Application Closing Day	Planning Commission Meeting Date	City Council Meeting Date
November 3, 2011	November 23, 2011	January 10, 2012*	February 15, 2012
December 1, 2011	December 19, 2011	February 14, 2012	March 21, 2012
(January 5, 2012)	(January 26, 2012)	March 13, 2012	April 18, 2012
February 2, 2012	February 23, 2012	April 10, 2012*	May 16, 2012
March 1, 2012	March 22, 2012	May 8, 2012	June 6, 2012
April 5, 2012	April 26, 2012	June 12, 2012	July 18, 2012
May 3, 2012	May 24, 2012	July 10, 2012*	August 15, 2012
June 7, 2012	June 28, 2012	August 14, 2012	September 19, 2012
July 5, 2012	July 26, 2012	September 11, 2012	October 17, 2012
August 2, 2012	August 23, 2012	October 9, 2012*	November 7, 2012
September 6, 2012	September 27, 2012	November 13, 2012	December 19, 2012
October 4, 2012	October 25, 2012	December 11, 2012	January 16, 2013
November 1, 2012	November 21, 2012	January 8, 2013*	February 20, 2013
November 29, 2012	December 20, 2012	February 12, 2013	March 20, 2013

Applications MUST BE submitted by 2:00 P.M. on CLOSING DAYS  
 Applications WILL BE accepted until 4:00 P.M. on NON-CLOSING DAYS  
 Call (702) 229-6301 for additional information

\* GPA CYCLES

DRAFTED 09.27.11





## DEPARTMENT OF PLANNING

### STATEMENT OF FINANCIAL INTEREST

Case Number: \_\_\_\_\_ APN: \_\_\_\_\_

Name of Property Owner: VIA REAC ESTATE HOLDINGS, LLC

Name of Applicant: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: \_\_\_\_\_

Partner(s): \_\_\_\_\_

APN: \_\_\_\_\_

Signature of Property Owner: \_\_\_\_\_

Print Name: Tim S. Hamner, AGENT

Subscribed and sworn before me

This 2nd day of February 2012

Michael Smith

Notary Public in and for said County and State

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 6, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Revised 11-14-06



Signature Application Packet/Statement of Financial Interest.pdf



# DEPARTMENT OF PLANNING

## APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit ☒  
 Project Address (Location) 7550 W. Alexander ☒  
 Project Name Quest Academy Charter School Proposed Use Kindergarten  
 Assessor's Parcel #(s) 138-10-101-002 Ward # 4  
 General Plan: existing R proposed \_\_\_\_\_ Zoning: existing R-E proposed \_\_\_\_\_  
 Commercial Square Footage approx. 3360 sf Floor Area Ratio 16%  
 Gross Acres 0.48 Lots/Units 1 Density 7,000 sf/acre  
 Additional Information A-O District (200 feet)

PROPERTY OWNER Viza Real Estate Holdings LLC Contact Tim Hammer  
 Address 3680 Grandmont Parkway Phone: 298-6409 Fax: \_\_\_\_\_  
 City Birmingham State AL Zip 35243  
 E-mail Address thammer@alibank.com

APPLICANT Quest Academy Contact Connie Jordan  
 Address 6610 Grand Montecito Parkway Phone: (702) 631-4751 Fax: \_\_\_\_\_  
 City Las Vegas State NV Zip 89149  
 E-mail Address c.jordan@questacademylv.com

REPRESENTATIVE SH Architecture Contact Curt Carlson, AIA  
 Address 7250 Peak Drive, Suite 216 Phone: (702) 341-2230 Fax: (702) 363-6060  
 City Las Vegas State NV Zip 89128  
 E-mail Address ccarlson@sh-architecture.com

Property Owner Signature\* Tim Hammer

\* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Tim Hammer, Agent

Subscribed and sworn before me

This 2nd day of February, 2012

Emil L. Smith

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
 MY COMMISSION EXPIRES: Nov 8, 2013  
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

Notary Public in and for said County and State

Revised 10/2/08

### FOR DEPARTMENT USE ONLY

Case #

Meeting Date:

Total Fee:

Date Received:\*

Received By:

\*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

File\pat\Application Packet\Application Form.pdf



## DEPARTMENT OF PLANNING

### APPLICATION / PETITION FORM

Application/Petition For: Variance - Parking Reduction ☒  
 Project Address (Location) 7550 W. Alexander ☒  
 Project Name Quest Academy Charter School Proposed Use Kindergarten  
 Assessor's Parcel #(s) 138-10-101-002 Ward # 4  
 General Plan: existing R proposed \_\_\_\_\_ Zoning: existing R-E proposed \_\_\_\_\_  
 Commercial Square Footage approx. 3360 sf Floor Area Ratio 16%  
 Gross Acres 0.48 Lots/Units 1 Density 7,000 sf/acre  
 Additional Information A-O District (200 feet)

PROPERTY OWNER Viza Real Estate Holdings LLC Contact Tim Hamner  
 Address 3680 Grandview Parkway Phone: 294-6469 Fax: \_\_\_\_\_  
 City Birmingham State AL Zip 35243  
 E-mail Address thamner@alosnarbank.com

APPLICANT Quest Academy Contact Connie Jordan  
 Address 6610 Grand Montecito Parkway Phone: (702) 631-4751 Fax: \_\_\_\_\_  
 City Las Vegas State NV Zip 89149  
 E-mail Address c.jordan@questacademylv.com

REPRESENTATIVE SH Architecture Contact Curt Carlson, AIA  
 Address 7250 Peak Drive, Suite 216 Phone: (702) 341-2230 Fax: (702) 363-6060  
 City Las Vegas State NV Zip 89128  
 E-mail Address ccarlson@sh-architecture.com

Property Owner Signature\* [Signature]  
 \*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.  
 Print Name Tim Hamner, Agent

Subscribed and sworn before me

This 2nd day of February, 20 12.

[Signature]  
 NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
 MY COMMISSION EXPIRES: Nov 8, 2013  
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

Notary Public in and for said County and State

Rev'd 10/27/08

#### FOR DEPARTMENT USE ONLY

Case #

Meeting Date:

Total Fee:

Date Received:\*

Received By:

\*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

\\depes\Application Packet\Application Form.pdf



February 21, 2012

Connie Jordan  
Quest Academy  
6610 Grand Montecito Parkway  
Las Vegas, NV 89149

RE: Quest School TI Revision 1

Dear Connie,

The Korte Company (Contractor) is pleased to present this Revised Lump Sum Proposal / Agreement for the Quest Preschool remodel located at 7550 West Alexander Road, Las Vegas, Nevada. Our proposal incorporates the SH Architecture Quest Academy Floor Plan dated 01-19-2012.

#### Scope of Work

- \* Frame, drywall, finish and paint new floor to ceiling walls for classrooms 3 & 4 as shown on SH Architecture floor plan dated 1-19-2012. Proposal includes new wall dividing these two classrooms in lieu of operable partition wall. The new dividing wall will receive a new wood door and frame for access between the classrooms. Where the new walls tie into the existing ceiling, drywall repair and repainting is included. Paint color chart will be provided for selection by owner and architect. All new walls will be insulated to reduce sound transmission.
- \* New classrooms 3 & 4, existing classroom 1 and kitchen will receive doors, frames, casings and hardware as shown on the floor plan. Total number of new doors, frames & casings is five (5ea).
- \* Furnish and install new painted wood base at new wall construction.
- \* Demo existing front and rear cabinetry in lobby area. Furnish and install plastic laminate covered rear wall base storage cabinet and countertop, all with white melamine interiors. Furnish and install plastic laminate covered high/low reception desk with transaction countertop and work counter with one pedestal drawer bank and one pencil drawer, all with white melamine interiors. Shop drawings will be provided for review and approval. Plastic laminate color samples to be provided for selection by owner and architect.
- \* Furnish and install/relocate fire sprinkler heads for layout of new rooms. Proposal includes engineering, wet stamp drawings, inspections and permit for this work.
- \* Remove two (2ea) existing standard height water closets and replace with 12" high fixtures.
- \* Furnish and install 12 new 1x4 surface wrap light fixtures with 2 lamps.
- \* Relocate 6 existing 1x4 wrap light fixtures for layout of new rooms.
- \* Furnish and install 4 new exit fixtures with twin head emergency lights.
- \* Furnish and install 5 new receptacles as per owner provide sketch.
- \* Furnish and install 2 new telephone raceways from outlet location to existing TTB.
- \* Furnish and install additional electrical breakers as required for this work.
- \* Furnish and install new conduit and wire for one horn/strobe.
- \* Provide wet stamp drawings for electrical permit.
- \* Furnish and install one (1ea) new horn/strobe into existing fire alarm systems. Proposal includes engineering, wet stamp drawings, fire department inspections and permit.

**Lump Sum Cost of This Work: Forty Seven Thousand Seven Hundred Sixty Eight (\$47,768.00) Dollars.**

#### Schedule and qualifications

- \* Work to be performed during normal working hours.
- \* Work is expected to take approximately one month to complete.

		5700 Oakland Avenue	12441 U.S. Highway 40	9225 W. Flamingo Road
		Suite 200	P.O. Box 146	Suite 100
		St. Louis, Missouri 63110	Highland, Illinois 62249	Las Vegas, Nevada 89149
		P: (314) 231-3700   F: (314) 231-6682	P: (618) 654-9411   F: (618) 654-4999	P: (702) 228-9551   F: (702) 228-5852



- \* Building permit cost is not included.
- \* Repainting of existing space not part of the new work is by others.
- \* Proposal does not include any electrical, lighting, tele/data, fire alarm and fire sprinkler work beyond the areas of new work.

**Contract Terms:**

1. Pricing is guaranteed for 30 days.
2. Sales Tax is included.
3. Payment to be issued within fifteen (15) days of receipt of invoice.
4. Contractor's warranties under this Agreement shall extend for a period of one (1) year from substantial completion. The Korte Company Special Services Team will always be onsite when a subcontractor is required to make repairs to their work. The Korte Company will perform a site walk at the beginning of the twelfth month of the one year warranty and repair any material and labor defects that are part of this work.
5. To the fullest extent permitted by law, the Contractor shall indemnify and hold Owner harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them.
6. The Owner and Contractor waive claims against each other for consequential damages arising out of or relating to this Contract.
7. The Owner and Contractor waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance.

If this proposal meets with your understanding, please sign both copies and return one copy to our office as authorization to proceed. We look forward to working with you on this project.

Sincerely,  
**THE KORTE COMPANY**

*Mike Wylie*

Mike Wylie  
Client Services Manager

Accepted and Approved by Owner:

*Connie Jordan*  
*Connie Jordan, Principal*  
(Printed Name & Title)

Date: *2/22/2012*



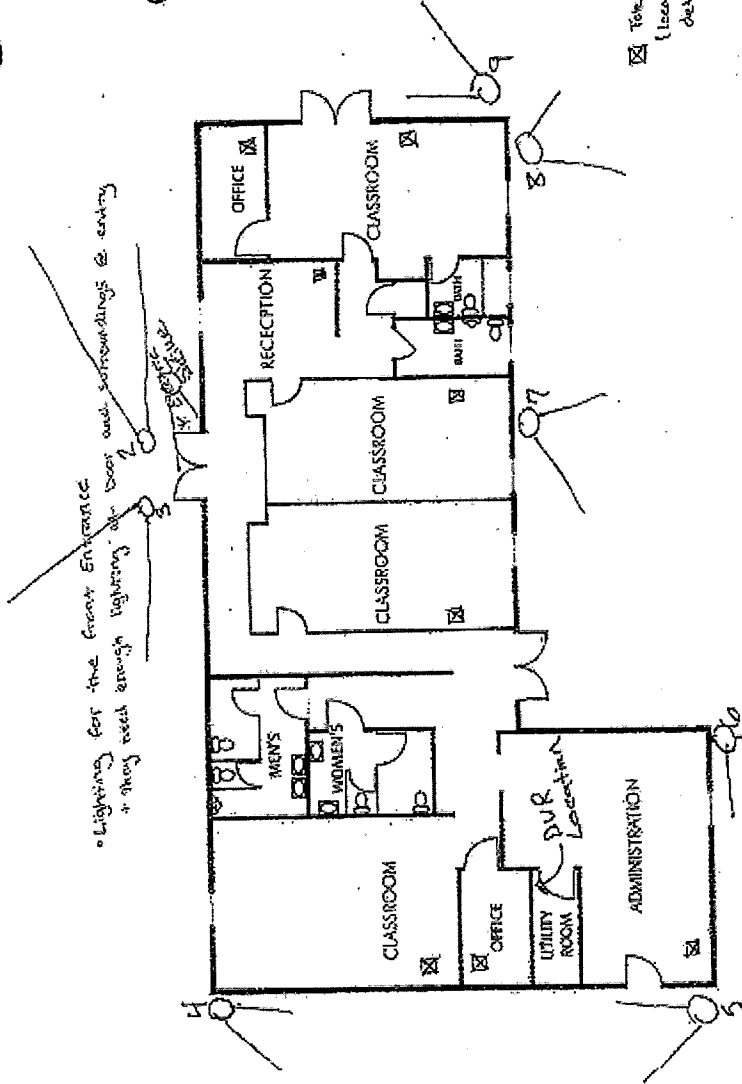
# 96095 Quest School T.I. Add Alternate Summary

2/21/2012

Acceptance

Alt #			
1	Remove existing main entry double doors and replace with new single door with large door lite and hardware.	3,315.00	
2	Provide and install door lite kits at five (5) Interior doors.	1,658.00	
3	Provide and install power for electric door strike, activation button with timed relay and wiring to new entry door.	977.50	
4	Provide and install approximately 65 ft of 6'-0" tall wrought iron fencing with two gates to secure backyard area. Each gate to have double lock box for deadbolt and passage levers. Fencing and gates to be shop primed and painted black or match color of exterior of building.	4,605.00	
5	Provide and install optional panic hardware if required. Includes 24ga perforated screen on gate and up to 4'-0" on side of gate.	1,897.50	
6	Telephone/ Data Wiring: provide and install eight (8) 2-port telephone/ data outlets including wiring and testing. one (1) 20 port patch panel and wall bracket one (1) 12 port switch, one (1) new router for Internet & camera sharing.	3,714.50	
7	Camera System: Provide and install one (1) new Qsee 16 channel DVR, nine (9) indoor/outdoor "bullet cameras" with IR night vision, conduit & wires between cameras and DVR. All conduit to be routed on roof and includes roof patching.	7,155.30	
8	Exterior Lighting: Provide and install five (5) remodel recessed can light fixtures in soffit at front exterior walkway. Provide and install four (4) metal halide wall packs on north wall with shields to reduce light leakage off of the property.	3,897.35	
9	Provide and install UPS Battery back up for DVR. Sized to accommodate up to 15 minute power outage.	373.75	
<b>Add / Alternate Sub-Total</b>		<b>27,593.90</b>	

# CAMERA LOCATIONS



☒ Telephone Vans for Internet.  
(Locations have not yet been determined) 8 locations total.

Camera locations: Verify w/ Mike.  
+ camera unit must be able to accommodate 6-8 units for future additions.  
+ Stations @ Reception.

**S I**  
ARCHITECTURE  
7000 Ave. 240, Ste. 200, New York, NY 10011  
212.512.1111

Dates:  
- Lights at the entrance can be motion sensor.  
- Comment: Note about conduit for computer stations in classrooms.

FLOOR PLAN

**QUEST ACADEMY**  
7000 Ave. 240, Ste. 200, New York, NY 10011

DATE: 01.19.2012 SHEET: 2 OF 3 PH PROJECT NO.: 110011

# ATTACHMENT E



8938 Spanish Ridge Avenue  
Las Vegas, NV 89148  
702 | 868 | 7300 Pn 702 | 868 | 7301 Fax

September 13, 2011

VIA E-MAIL

Quest Academy  
c/o: Connie Jordan  
[c.jordan@questacademytv.com](mailto:c.jordan@questacademytv.com)

**RE: Exclusive Representation Agreement**  
7550 W. Alexander Road, Las Vegas, Nevada (the "Property")

Dear Connie,

This representation agreement (the "Agreement") is made and entered into on the date immediately following mutual execution herein by and between Sun Commercial Real Estate, Inc., a Nevada corporation (the "Buyer's Broker") and Quest Academy (the "Buyer").

The Buyer's Broker has retained the services of the Buyer's Broker to assist in identifying and purchasing a building to be used as a kindergarten facility. A building situated at 7550 W. Alexander Rd., in Las Vegas, Nevada has been identified and a letter of intent to purchase has been negotiated and agreed to between the Buyer and the seller of the building. A Purchase and Sale Agreement (the "PSA") has been sent to the seller for review and signature for the above mentioned property.

In the event the Buyer, and/or assignee controlled by the Buyer, consummates the purchase of the Property pursuant to the terms of the PSA, as may be amended, the Seller shall compensate the Buyer's Broker for services rendered in effecting the purchase of the Property pursuant to a separate agreement.

In witness whereof, the parties hereto do hereby execute this Agreement.

**Buyer**  
Quest Academy

**Buyer's Broker:**  
Sun Commercial Real Estate, Inc.

By: Connie Jordan  
Name: Connie Jordan  
Its: Principal  
Date: 9-13-2011

By: C. Jones  
Name: Carla Jones  
Its: President/Broker  
Date: 9-13-11





December 12, 2011

Connie Jordan  
6610 Grand Montecito Parkway  
Las Vegas, NV 89149

Dear Ms. Jordan

Meadows Bank would like to extend a term sheet for proposed financing on the purchase of your Kindergarten building. Please keep in mind **THIS IS NOT A COMMITMENT TO LEND**. A commitment to lend would require follow up with additional information which may change the terms of the loan.

**ORGANIZERS/  
DIRECTORS**

Andy Agassi

Daniel Ayala

Thomas Bregling

William Baker

Lozano Feltola

Erin Greenspan

Arvid Menon

Steve Miller

Timothy Porter

Key Reid

James E. Rogers

Perry Rogers

William Westman

**Borrower:** Quest Academy

**Type of Loan:** Owner Occupied Commercial Real Estate

**Amount:** \$300,000

**Structure:**

**Option #1**

**Loan-to-Value:** 75%

**Interest Rate:** 5 Year CMT + 3.00% / Floor of 5.75%. The rate will reset every five years until maturity at the above mentioned rate, spread and floor.

**Prepayment:** 2% in Year 1 and 1% in year 2.

**Fee:** 1%

**Maturity:** 10 Years

**Amortization:** 15 Years

**Option #2**

**Loan-to-Value:** 65%

**Interest Rate:** 5 Year CMT + 3.00% / Floor of 5.75%. The rate will reset every five years until maturity at the above mentioned rate, spread and floor.

**Prepayment:** 2% in Year 1 and 1% in Year 2.

**Fee:** 1%

**Maturity:** 10 Years

**Amortization:** 20 Years

**Collateral:** Meadows Bank must be in clear first deed of trust position with Assignment of Rents on property financed.

**Guarantors:** None

**Appraisal:**

Meadows Bank shall engage a new appraisal of the property, performed at the borrower's expense. The appraisal will be performed according to applicable laws and regulations.

**Title Insurance:**

Borrower shall provide Meadows Bank, at Borrower's expense, a mortgagee title policy in the minimum amount of the Loan insuring that Meadows Bank has a perfected lien against the real property. The costs for this insurance can be financed with the proceeds from the loan.

It is understood and agreed that Borrower will pay all costs, fees and expense (including attorney's fees, tax service fees, appraisal fees, flood search fees, UCC fees, recording fees and inspection fees, as applicable) resulting from or associated with this proposed financing request, regardless of whether or not the Loan transaction is closed and funded.

If the foregoing terms and conditions are acceptable to the Borrower, indicate such acceptance by dating and signing this letter by January 12, 2012 and returning to Meadows Bank with the "Engagement Fee" of \$5,000. This "Engagement Fee" is non-refundable and will be applied towards the costs associated with underwriting the loan.

Along with the signed letter, please submit a detailed financial package as requested by Meadows Bank. Thank you for providing this opportunity to Meadows Bank, I look forward to hearing back from you.

Sincerely,

David Boser  
Vice President / Commercial Loan Officer  
Meadows Bank

Accepted on this day \_\_\_\_\_

By: \_\_\_\_\_

**ORGANIZERS/  
DIRECTORS**

Andre Agassi

Daniel Ayala

Thomas Breiting

William Buford

Lorenzo Fardis

Edan Greenbaum

Arvind Menon

Steve Miller

Timothy Posler

Key Ridd

James E. Rogers

Perry Rogers

William Wermer

Modified:3/16/2012 9:36 AM

**Quest Kindergarten Budget Proposal 2012-2013**

Kindergarten

Full Count	104
Weighted	62.4
DSA	5,136
Outside Revenue	1,043
FTE per student	6,179
FTE Generated Revenue -DSA Funding	385,570
Hold Harmless Revenue	
Transportation	
Title Funds	
Plus Charter School Outside Revenues	
State Mandated Reduction	
Sub-total State & Local Revenue-(DSA)	\$ 385,570
Special Education	
<b>SUBTOTAL DSA AND SPECIAL EDUCATION REVENUE</b>	<b>385,570</b>
<b>SUPPLEMENTAL FEE REVENUE</b>	
NSLP Food Service Revenue	
Other School Courses & Class Fees	8,000
Student Activities Fundraisers	
Before/After School Care Contributions	
Other Local Revenue (Interest)	
Other Food Service Revenues (ie. Parent's)	
Donations	
Utility Rental Income	
Subtotal Supplemental Fee Revenue	\$ 8,000
<b>Grants &amp; Initial Fees Revenue</b>	
Federal Dissemination Grants	
Sub-total Grants & Initial Fees Revenue	
<b>GROSS REVENUE</b>	<b>\$ 393,570</b>
<b>Net School Revenue</b>	<b>\$ 393,570</b>
<b>EXPENSES</b>	
Salaries & Benefits	246,942
Incentives	\$ 5,000
<b>SUBTOTAL SALARIES &amp; BENEFITS OF ENTIRE STAFF</b>	
<b>OTHER SCHOOL SERVICES</b>	
Food Service	15,000
Transportation (Staff Travel)	1,500
Nurse/Health Aide Supplies & Software	500
<b>SUBTOTAL OTHER SCHOOL SERVICES</b>	
<b>EDUCATIONAL EXPENSES</b>	
Equipment (Cafe tables, Kitchen Equip, Classroom Equip)	5,000
Classroom Computers/Instr Hardware	5,000
Elective Contract Services	

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Special Ed Contract Services	5,000
Textbooks K-12	500
Textbooks Summer School K-12	500
File 1 Materials	2,000
Classroom Supplies K-12	4,000
Classroom Equipment	500
CRT tutoring	500
Software License Agreement	500
IT Consultant	500
PE Consultant	500
Summer School Supplies & Purchased Serv Snacks	500
Media/Library Materials	500
Field Trips & Awards	500
Other Various Fundraising Expenses	500
Assessment Materials	500
Other Summer School Exps	500
Sports Contracts	500
<b>SUBTOTAL DIRECT EDUCATIONAL EXPENSES</b>	
<b>GENERAL AND ADMINISTRATIVE</b>	
Telecommunications	5,000
Internet Service (ISP)	5,000
Copier Maintenance & Supplies	5,000
Liability Insurance Premium	5,000
D&O, Professional Insurance	500
Consultants	500
Independent Audit	500
Security Officer	500
Office Supplies	1,500
Legal Fees	500
Dues and Fees	500
Postage	500
Payroll Service	1,200
Governing Board Expenditures	500
Other GB - travel	500
After Care - After School Clubs	500
OTHER	500
PAC	500
<b>STUDENT COUNCIL</b>	
<b>SUBTOTAL GENERAL AND ADMINISTRATIVE</b>	
<b>FACILITY OPERATING EXPENSES</b>	
Cafeteria Equipment	500
Building Maintenance	2,500
Landscaping	500
Signage	500
Janitorial Supplies	2,000
Janitorial Services	500
<b>UTILITIES</b>	
Electricity	2,500
Water and Sewer	1,500
Exterminating (Pest Control)	1,000
Waste (Trash Removal)	3,500
Security Monitoring System	500
Miscellaneous Facility Costs	5,000

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<b>SUBTOTAL FACILITY OPERATING EXPENSES</b>	
<b>FACULTY DEVELOPMENT</b>	
Professional Development (includes travel exp and conferences)	
Staff Development Wednesdays	
Sub-total Faculty Development	
<b>Marketing &amp; Enrollment Expenses</b>	
Marketing	
Recruitment Advertising	
School Orientation	
Sub-total Marketing & Enrollment Exp	
State Sponsor Fee -1.5%	5,784
Tenant Improvements/Warranty	5,000
Facility/Real Estate	
Base Rent/Lease (\$46,000. (12)/\$1,800.(12)/\$10,000.(10))	30,000
Property Taxes	Exempt
<b>TOTAL FACILITY EXPENSES</b>	
<b>Total Operating Expenses</b>	<b>371,926</b>
3% Contingency of Expenses Reserve	11,158
Building Fund 2% of Expenses Reserve	7,439
<b>TOTAL EXPENSES WITH RESERVES</b>	<b>390,522</b>
<b>Net School Revenue</b>	<b>\$ 393,570</b>
<b>Net Surplus Before Reserves</b>	<b>21,644</b>
<b>Net Surplus After Reserves</b>	<b>\$ 3,048</b>

# ATTACHMENT H

## FIVE YEAR CAPITAL IMPROVEMENT PLAN

Minimum level of expenditures for items classified as capital assets  
Minimum level of expenditures for items classified as capital projects

(Per NRS 354.5945)  
\$5,000  
\$25,000

Entity: Quest Academy Preparatory Education  
Date: February 1, 2011

Fund:	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2014-2015
General					
Capital Improvement: (description of item)		100,000			
Funding Source:		BR - General Rev			
Completion Date:	Aug-12				
Fund Total	\$ -	\$ 100,000	\$ -	\$ -	\$ -

Fund:	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2014-2015
General					
Capital Improvement: (description of item)		140,000	24,000	24,000	24,000
Funding Source:		MTF - General Rev	MTF - General Rev	MTF - General Rev	MTF - General Rev
Completion Date:	Aug-12				
Fund Total	\$ -	\$ 140,000	\$ 24,000	\$ 24,000	\$ 24,000

Fund:	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2014-2015
General					
Capital Improvement: (description of item)			150,000		
Funding Source:			C BR - General Rev		
Completion Date:	Aug-13				
Fund Total	\$ -	\$ -	\$ 150,000	\$ -	\$ -

List of Funding Sources:  
General Revenues  
Medium Term Financing - Meadows Bank

# ATTACHMENT I

## AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This Agreement of Purchase and Sale and Joint Escrow Instructions ("Agreement") is made and entered into as of the Effective Date (as defined below) by and between VIZA REAL ESTATE HOLDINGSLLC, a Nevada limited liability company (the "Seller"), and QUEST ACADEMY \_\_\_\_\_, a \_\_\_\_\_ ***[need to insert entity legal name and type]*** (together with any permitted assignee hereunder, the "Buyer"). Seller and Buyer may hereinafter be referred to individually as "Party" and collectively as "Parties."

### RECITALS

A. Seller is the owner of an approximate 0.48 acre tract of real property located at 7550 W. Alexander Road, North Las Vegas, Clark County, Nevada commonly referred to as APN 138-10-101-002, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Real Property"), consisting of (1) a building containing approximately 3,252 square feet of space along with related amenities, together with all improvements and fixtures located thereon; and (2) all easements, hereditaments and appurtenances related thereto (collectively, the "Property").

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property upon the terms and conditions set forth herein.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

1. Definitions. For the purposes of this Agreement the following terms will be defined as follows:

"Buyer's Broker" means Sun Commercial Real Estate, 8936 Spanish Ridge Avenue, Las Vegas, NV 89148, Attn: Cathy Jones, Phone: (702) 968-7300, Email: \_\_\_\_\_.

"Buyer's Title Policy" shall have the meaning set forth in Section 8.2 below.

"Closing" or "Close of Escrow" means the consummation of the purchase and sale transaction contemplated under this Agreement for the Property, as evidenced by the recording of the Deed for the Property in the Official Records of Clark County, Nevada.

"Closing Date" means the date which is forty-five (45) calendar days from expiration of the Due Diligence Period, or on such earlier date as otherwise mutually agreed upon by Buyer and Seller. Notwithstanding the foregoing, if the Closing Date falls on a Saturday, Sunday, or other legal holiday, then the Closing Date shall be automatically extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

"Deed" shall have the meaning set forth in Section 6.1(a) below.

"Deposit" means the sum of Fifteen Thousand Dollars (\$15,000.00).

"Due Diligence Period" means the period of time beginning on the Opening of Escrow and ending on that date that is thirty (30) calendar days thereafter.

"Effective Date" means the date on which the last Party signs this Agreement.

"Escrow" shall have the meaning set forth in Section 4.1 below.

"Escrow Holder" means Nevada Title Company, 2500 North Buffalo Drive, Suite 150 Las Vegas, NV 89128, Attn: Joy Hearn, Phone: (702) 251-5326, Fax: (702) 938-1969, Email: Jhearn@nevadatitle.com.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., any so called "Super fund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning, any hazardous, toxic, or dangerous waste, substance or material or underground storage tanks, now in effect.

"Hazardous Substance" means asbestos, petroleum products and by-products, any other hazardous or toxic building material, and any hazardous, toxic, or dangerous waste, substance or material defined as such in or for the purpose of any of the Environmental Laws.

"Notices" shall be sent as follows:

Seller:	Viza Real Estate Holdings LLC _____ _____ Fax: _____ Phone: _____ Email: _____
Buyer:	c/o Quest Academy Preparatory Education 6610 Grand Montecito Pkwy. Las Vegas 89149 Attn: Connie Jordan, Principal Fax: (702) 631-4751 Phone: (702) 586-0836 Email: c.jordan@questacademylv.com
And to:	Rice Silbey Reuther & Sullivan, LLP 3960 Howard Hughes Parkway, Suite 700 Las Vegas, Nevada 89169 Attn: Renee R. Reuther Fax: (702) 732-7110 Phone: (702) 697-6106 Email: rreuther@rsrslaw.com

"Opening of Escrow" shall have the meaning set forth in Section 4.1 below.

"Permitted Exceptions" shall have the meaning set forth in Section 8.1 below.



"Property" shall have the meaning set forth in the Recitals.

"Purchase Price" means Three Hundred Sixty Thousand Dollars (\$360,000.00).

"Real Property" shall have the meaning set forth in the Recitals.

"Seller's Broker" means Grubb & Ellis Las Vegas, \_\_\_\_\_, Las Vegas, NV \_\_\_\_, Attn: Chris Godino, Phone: (702) \_\_\_\_\_, Email: \_\_\_\_\_.

"Title Company" means either (a) the title division of Escrow Holder, if Escrow Holder issues the Title Report, or (b) such other title insurance company for which Escrow Holder is an agent for the issuance of title insurance.

"Title Report" shall have the meaning set forth in Section 8.1 below.

2. Purchase and Sale. Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property, together with all easements, hereditaments and appurtenances thereto.

3. Purchase Price. The Purchase Price for the Property will be paid as follows:

3.1. Initial Deposit. Within three (3) business days following the Opening of Escrow, Buyer will deliver the Deposit to Escrow Holder. Except as expressly provided otherwise, the Deposit shall become non-refundable upon the expiration of the Due Diligence Period, unless: (i) Buyer terminates this Agreement on or before the expiration of the Due Diligence Period; or (ii) Buyer terminates this Agreement based on a default by Seller or the failure of any conditions precedent to Buyer's obligations pursuant to Section 9.

3.2. Cash Balance. Before the Closing in accordance with Section 6.2 below, Buyer shall deposit into Escrow cash or certified funds equal to the Purchase Price less the Deposit.

4. Escrow.

4.1. Opening of Escrow. Within one (1) business day after the Effective Date, Buyer shall open an escrow (the "Escrow") with Escrow Holder by delivering to Escrow Holder a fully executed copy of this Agreement (the "Opening of Escrow"). Upon its receipt of the foregoing, Escrow Holder shall sign a copy of this Agreement where noted below and deliver a copy to Seller and Buyer confirming the Opening of Escrow. The purchase and sale of the Property will be completed through the Escrow. Buyer and Seller agree to execute any additional instructions reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

4.2. Cancellation of Escrow. In the event that the Closing does not occur at the time and in the manner provided in this Agreement because of the default of one of the parties, the non-defaulting party has the right to cancel the Escrow by written notice to the defaulting party and to the Escrow Holder. The defaulting party shall pay all costs of cancellation. If the Closing does not take place for any reason other than a default by one of the parties, the parties shall each pay one-half of the Escrow fees and the parties shall be released from any and all obligations (except for those which survive the Closing or any expiration or termination of this Agreement) under this Agreement.

5. Due Diligence. Buyer shall, subject to the provisions of this Section 5, have until the expiration of the Due Diligence Period to review, in Buyer's sole discretion the condition and suitability of the Property for Buyer's intended use, including but not limited to financial, zoning and market feasibility, condition of title, and the physical condition of the Property.

5.1. Engineering and Feasibility Study. During the Due Diligence Period, Buyer, at its expense, may conduct engineering, environmental and feasibility studies of the Property (including, without limitation, traffic, utilities, drainage, geotechnical, soils, environmental, architectural, historical, marketing, engineering, and financial investigations, tests, and studies) to determine whether or not the Property is suitable to Buyer in Buyer's sole and absolute discretion. Buyer and Buyer's employees and agents shall have the right of access to the Property from and after the Effective Date and prior to Closing for the purpose of conducting such investigations and inspections, and Buyer shall have the right to conduct tests of the soils and obtain core samples. Buyer agrees to indemnify, protect, defend (with counsel reasonably satisfactory to Seller) and hold Seller harmless from and against any and all loss, expense, claim, damage and injury to person or property resulting directly from the acts of Buyer, Buyer's agents, contractors, subcontractors and/or the contractors or subcontractors of such agents on the Property in connection with the performance of any investigation or other activities upon the Property contemplated herein. Buyer agrees to pay promptly all costs associated with its inspection of the Property and to not permit any lien or encumbrance to be asserted against the Property. Buyer shall, at its expense, restore any damage to the Property directly caused by the conduct of any such inspection.

5.2. Seller Materials. If in Seller's reasonable possession or control, Seller shall, within three (3) business days after the Effective Date, provide access to or copies of all documents and information regarding (i) the soils and geological condition of the Property, including, without limitation, all engineering and soil tests and reports, hydrology studies, and hydraulic analyses; (ii) the availability and status of utilities, including, without limitation, water or other utility contracts or will-serve letters; (iii) preliminary plans or maps, including, without limitation, all permits, zoning approvals, minutes of hearings, correspondence, instructions, improvement agreements, conditions of approval; (iv) environmental issues (including, without limitation, any Phase I assessments, bird letters, bug letters or cave letters); (v) any prior land or title surveys, topographical surveys, and tree surveys; and (vi) other issues related to the Property which would affect Buyer's ability to build and sell homes on the Property. Seller agrees to execute any and all documents that might be required in order to obtain any governmental authorization or consent with respect to the above described matters.

5.3. Notice of Disapproval. Buyer shall notify Seller and Escrow Holder in writing of its approval or disapproval of the condition of the Property by the end of the Due Diligence Period. If Buyer fails to advise Seller in writing of its disapproval on or before the expiration of the Due Diligence Period, Buyer will be deemed to have accepted the condition of the Property. If Buyer disapproves the condition of the Property for any reason, in its sole and absolute discretion, on or before the expiration of the Due Diligence Period, Buyer shall have the right to terminate this Agreement and the Deposit shall be returned to Buyer, at which time the parties shall have no further obligations (except those that survive Closing) under this Agreement.

6. Deliveries to Escrow Holder.

6.1. By Seller. One (1) business day prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder or perform (as applicable) the following items:

(a) A Grant, Bargain, Sale Deed (the "Deed"), duly executed and acknowledged by Seller and in the form attached hereto as Exhibit "B", conveying the Real Property to Buyer;

(b) A Declaration of Value, signed by or on behalf of Seller;

(c) Cooperate with Buyer to cause the Title Company to issue the Buyer's Title Policy;

(d) An Assignment duly executed by Seller and substantially in the form attached hereto as Exhibit "C," assigning to Buyer any and all of Seller's rights, to the extent possible, as to or against any contractor, subcontractor, professional or other person or entity which performed any services or work of improvement on or for the Property, including without limitation, any warranties or other contractual rights or claims;

(e) A Transferor's Certificate of Non-Foreign Status properly executed by Seller;

(f) A duly executed 1099 Designation for the purposes of complying with Section 6045 of the Internal Revenue Code; and

(g) Such other documents or instruments reasonably requested by Buyer or Escrow Holder to consummate the transactions contemplated under this Agreement.

6.2. By Buyer. One (1) business day prior to the Closing Date, Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) Cash or immediately available federal funds in an amount equal to the balance due on the Purchase Price plus Buyer's share of closing costs and pro-rations hereunder;

(b) A Declaration of Value, signed by or on behalf of Buyer; and

(c) Such other documents or instruments reasonably requested by Seller or Escrow Holder to consummate the transactions contemplated under this Agreement.

6.3. Reporting. Seller and Buyer hereby designate the Escrow Holder as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

7. AS-IS. BUYER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS SECTION 7 SHALL EXPRESSLY SURVIVE THE CLOSING OR ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT.

8. Buyer's Title Policy.

8.1. Title Review. Seller shall, at its expense, provide Buyer access to or copies of a preliminary title report, or depending on Title Company's customary practices, a title commitment for the Real Property, together with copies of all exceptions to title referred to therein ("Title Report") within three (3) business days after Effective Date. Within thirty (30) calendar days of receipt of: (i) the Title Report and all documents referred to in it, or (ii) any supplemental or amendatory report and the documents referred to as exceptions thereto, Buyer shall give Seller notice specifying those matters which

are not acceptable conditions of title. All exceptions in the Title Report not specifically disapproved by Buyer within thirty (30) calendar days after receipt of the initial submittal, shall be deemed to have been approved. In the event of timely notification to Seller of objections by Buyer, within fifteen (15) calendar days after Seller's receipt of such notice from Buyer, Seller shall notify Buyer whether Seller is able and agrees to remove such objectionable items from title on or before Closing. If Seller fails to notify Buyer or does not agree to remove (or cause the same to be removed prior to, or at, Closing) such objectionable items within such fifteen (15) calendar day period, then Buyer shall have the election to be exercised in writing prior to the expiration of the Due Diligence Period of either:

(a) Terminating this Agreement, in which event Escrow Holder shall return the Deposit and all other funds and documents deposited herein to the party depositing the same; or

(b) Accepting the Property subject to the objectionable items.

If Buyer fails to make the election to terminate or accept title prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have elected to accept the Property subject to the objectionable items.

The title matters that Buyer elects to accept or is deemed to have elected to accept under this Section 8.1 and under Section 8.3 hereunder shall constitute "Permitted Exceptions". Notwithstanding the foregoing, the Permitted Exceptions shall include: (i) a lien for real property taxes and assessments not then delinquent; (ii) installments of the special assessment district lien for Clark County Special Improvement District No. 132 not yet delinquent; (iii) matters of title respecting the Property approved by Buyer in accordance with the provisions of this Section 8.1; and (iv) matters affecting the condition of title to the Property created by or with the written consent of Buyer. Seller shall not be deemed to be in default by virtue of Seller's inability or unwillingness to remove or satisfy any title and/or survey matters objected to by Buyer.

8.2. Title Policy. At Closing, the Title Company shall issue or be committed to issue, an ALTA Owners Policy in the amount of the Purchase Price, insuring fee simple, good and indefeasible title to the Property and right of access thereto in Buyer, containing no exceptions other than the Permitted Encumbrances and any other reasonable terms, conditions and provisions as may be required by the Title Company in connection with such Buyer's Title Policy ("Buyer's Title Policy"). Buyer shall be responsible for the payment of all premiums and other costs incurred beyond a standard "CLTA" policy of title insurance, including, without limitation, the costs of any endorsements and/or additional coverage as Buyer may desire. Buyer shall have sole responsibility for obtaining, and bearing the cost of, any survey(s) required by the Title Company in accordance with the provisions of Section 8.3 below. It shall be a condition to Buyer's obligation to consummate the transaction contemplated by this Agreement that Buyer shall receive the Buyer's Title Policy or the Title Company shall commit to issue the Buyer's Title Policy at the Closing subject to any reasonable terms, conditions and provisions as may be requested by the Title Company in connection with such Buyer's Title Policy. If such condition is not satisfied, Buyer shall have the right to terminate this Agreement by written notice to Seller and Escrow Holder.

8.3. Survey. If Buyer shall require an ALTA Survey of the Property (either for its own use or for use by a third party, including the Title Company for purposes of issuing Buyer's Title Policy), Buyer (at its sole cost) shall obtain and examine such survey (the "Survey") within sixty (60) calendar days from the Effective Date (that is, within the first sixty days of the Due Diligence Period) (the "Survey Review Period"). Buyer have fifteen (15) calendar days from the last day of the Survey Review Period to notify Seller in writing of any objection to matters disclosed by the Survey. Upon the expiration of the Survey Review Period, Buyer shall be deemed to have accepted all matters shown on the Survey, except for matters for which notification permitted herein has been given by Buyer. In the event of timely notification to Seller of objections by Buyer, Seller shall notify Buyer within ten (10) calendar days after receipt of such notice of objections as to whether Seller is able and agrees to remove such objectionable items on or before the Closing. If Seller fails to notify Buyer or does not agree to remove (or cause the same to be removed prior to, or at, Closing) such objectionable items within such ten (10) calendar day period, then Buyer shall have the election to be exercised in writing prior to the expiration of the Due Diligence Period of either:

(a) Terminating this Agreement, in which event Escrow Holder shall return the Deposit and all other funds and documents deposited herein to the party depositing the same; or

(b) Accepting the Property subject to the objectionable items.

If Buyer fails to make the election to terminate or accept title subject to the objectionable Survey items prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have elected to accept the Property subject to the objectionable items. Any exceptions shown on the Survey accepted by Buyer or not timely objected to as aforesaid shall be hereafter be deemed to be included within the defined term "Permitted Exceptions" under Section 8.1 hereof.

9. Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied not later than the Closing Date:

9.1. Representations, Warranties and Covenants of Seller. Seller will have duly performed each and every covenant to be performed by Seller hereunder and Seller's representations and warranties set forth in this Agreement will be true and correct as of the Closing Date.

9.2. Seller's Deliveries. Seller will have delivered the items described in Section 6.1.

9.3. Title Insurance. As of the Close of Escrow, the Title Company will issue or have committed to issue the Buyer's Title Policy to Buyer subject only to the Permitted Exceptions.

9.4. Board Approval. Notwithstanding anything else to the contrary herein stated, Buyer's obligations under this Agreement are contingent upon the approval of its governing body ("Board Approval"). Such approval shall be evidenced, if at all, by written notice to Seller given before the expiration of the Due Diligence Period ("Board Approval Notice"). If Buyer fails for any reason to obtain its Board Approval or give the Board Approval Notice prior to the expiration of the Due Diligence Period, then this Agreement shall automatically terminate. Upon such termination, the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement.

The conditions set forth in this Section are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller. If any of the conditions are not satisfied on or before the Closing Date and Buyer has not waived the unsatisfied conditions, Seller will be deemed to be in default and Buyer shall have the right to exercise its remedies pursuant to Section 19.1.

10. Conditions Precedent to Seller's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below:

10.1. Representations, Warranties and Covenants of Buyer. Buyer will have duly performed each and every covenant to be performed by Buyer hereunder and Buyer's representations and warranties set forth in this Agreement will be true and correct as of the Closing Date.

10.2. Buyer's Deliveries. Buyer will have delivered the items described in Section 6.2.

The conditions set forth in this Section are solely for the benefit of Seller and may be waived only by Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer. If either condition is not satisfied on or before the Closing Date and Seller has not waived the unsatisfied conditions, Buyer will be deemed to be in default and Seller shall have the right to terminate this Agreement and keep the Deposit pursuant to Section 19.2.

11. Costs and Expenses.

11.1. Seller. Seller will pay: (a) one half (1/2) of the fees to record the Deed; (b) the real property transfer taxes; (c) one half (1/2) of the escrow fees and costs; (d) the cost of the standard coverage portion of the Buyer's Title Policy (without any endorsements or extended coverage); (e) the commission due to the Brokers in accordance with Section 18; and (f) Seller's share of prorations in accordance with Section 12.

11.2. Buyer. Buyer will pay: (a) one half (1/2) of the fees to record the Deed; (b) one half (1/2) of the escrow fees and costs; (c) all costs for any extended coverage under the Buyer's Title Policy; and (d) all costs of any title endorsements to the Buyer's Title Policy requested by Buyer; and (e) Buyer's share of prorations in accordance with Section 12.

11.3. Additional Costs. Buyer and Seller will each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. All other costs and expenses will be allocated between Buyer and Seller in accordance with the customary practice in Clark County.

12. Prorations.

12.1. General. All non-delinquent real estate taxes and assessments, amounts payable as assessments pursuant to any recorded declaration of restrictions, covenants and easements of record, and the like, will be prorated on an accrual basis as of the Close of Escrow, based upon the actual number of days in the month the transfer occurs and the most current statement available to Escrow Holder. Such proration shall be made as of 12:01 a.m. Pacific time on the Closing Date (the "Proration Time"). All monthly prorations shall be calculated on actual days of the applicable month and all annual prorations shall be calculated based on a 365-day year. Not less than five (5) business days prior to the date on which the Close of Escrow shall occur, upon written request of Seller or Escrow Holder, Seller and Buyer shall agree upon a schedule of expenses and prorations ("Proration and Expense Schedule"), and Seller and Buyer shall cooperate to update promptly such Proration and Expense Schedule to the extent the anticipated date on which the Close of Escrow under this Agreement shall occur changes. If any prorations, apportionments or computations cannot be made under this Section 12 because the necessary information is unavailable at the Proration Time, then the most recent information available shall be used by the parties in making such Prorations. Any event which cannot be ascertained with certainty as of Closing shall be prorated as set forth above, but shall be the subject of a final proration between Seller and Buyer as soon as precise amounts can be ascertained, but in no event later than ninety (90) days after Closing.



12.2. Utilities. Buyer acknowledges that Seller may cause to be shut off all utilities with respect to the Property effective as of the Close of Escrow. Any charges, fees, assessments or other amounts relating to utilities with respect to the Property, including, without limitation, those for sewer, electricity, water and gas (the "Utility Charges") shall not be prorated hereunder as part of the Closing. Buyer shall be responsible to have the applicable utility companies switch service into Buyer's name at the Closing and shall be solely responsible to pay all Utility Charges owing in connection with the Property from and after the Closing; provided that Seller agrees to cooperate reasonably with Buyer's efforts to achieve an orderly transition from Seller's ownership to Buyer's ownership of the Property. Nothing herein shall limit Seller's liability directly to any utility company for any charges or fees which may be owing and are applicable to the period prior to the Closing, provided that in no event shall Seller have any liability to Buyer in connection with any Utility Charges that may be applicable to periods prior to the Closing. Seller shall have the right, but not the obligation, to instruct any utility company that Seller no longer owns the Property

13. Disbursements and Other Actions by Escrow Holder. At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

13.1. Funds. Disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price; deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Section 11 and Section 12; disburse the balance of the Purchase Price to Seller; and disburse the remaining balance of the funds, if any, to Buyer.

13.2. Recording. Cause the Deed to be recorded in the Official Records of Clark County, Nevada; and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3. Title Policy. Direct the Title Company to issue the Buyer's Title Policy to Buyer.

13.4. Disbursement of Documents to Buyer. Deliver to Buyer any documents deposited into Escrow by Seller pursuant hereto.

14. Joint Representations, Warranties, and Covenants. In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other:

14.1. Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate this transaction.

14.2. All requisite action (corporate, trust, partnership or otherwise) has been taken by each party in connection with this Agreement, the instruments referenced herein, and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

14.3. This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

15. Seller's Representations, Warranties, and Covenants. In addition to the representations and warranties of Seller set forth in Section 14 above, Seller hereby represents, warrants and covenants to Buyer:

15.1. During Seller's ownership of the Property, Seller has not used, generated, processed, stored, disposed of, released or discharged any Hazardous Substance on, under, or about the Property in violation of any Environmental Laws.

15.2. To Seller's knowledge, there is no pending or threatened action, condemnation or similar proceeding nor has Seller received any notice of any special assessment affecting the Property, or any part thereof.

15.3. To Seller's knowledge, Seller has not received any notices from any governmental authorities having jurisdiction over the Property regarding any violations of any applicable laws or regulations affecting the Property.

16. Condemnation and Destruction.

16.1. Eminent Domain or Taking. If prior to the date of Closing all or any part of the Property shall be taken by any governmental authority under its power of eminent domain, Buyer may: (a) elect to proceed with the transaction, in which event the Buyer shall be entitled to all payments payable to Seller on account of such taking, or (b) elect to rescind this Agreement in which event all parties hereto shall be released from all liability hereunder and the Deposit shall be returned to Buyer. If Buyer elects to rescind this Agreement, it shall so notify Seller in writing within ten (10) days after Buyer has written notice from Seller of such taking. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction, and Buyer shall be entitled to all payments on account of such taking. If Buyer elects not to rescind, prior to closing Buyer and Seller shall jointly have the right to defend at such proceeding and/or negotiate a settlement of such award and/or compensation, and Seller shall at closing assign to Buyer all of its right, title and interest in and to any award and/or compensation due it as a result of such eminent domain or condemnation. Seller represents that it has no knowledge of any threatened taking which would affect, involve or be adverse to the Property.

16.2. Damage or Destruction. If, prior to the Close of Escrow, any part of the Property is damaged or destroyed by earthquake, flood, landslide, fire or other casualty, Seller will promptly inform Buyer of such fact in writing and advise Buyer as to the extent of the damage, and Buyer shall have the right, at its option, to: (a) terminate this Agreement, whereupon the Deposit shall be returned to Buyer; or (b) proceed with Closing, in which event Seller shall assign, transfer and set over to Buyer all of Seller's rights, title and interest in and to any insurance proceeds that have been made, or will be made, as a result of such damage or destruction.

17. Notices. Any and all notices, demands, approvals, consents and waivers by any party hereto to any other party required or desired to be delivered hereunder shall be in writing and shall be validly delivered or made only if addressed set forth in Section 1 and deposited in the United States mail, certified or registered, postage prepaid, return receipt requested or if made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries or if sent by facsimile. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Service by facsimile shall be deemed made upon confirmed transmission if confirmed during normal business hours in Las Vegas, Nevada, otherwise on the next business day. Telephone numbers and email addresses are provided herein for convenience only, and are not deemed to be an acceptable method for delivery of notices, unless otherwise specifically set forth in this Agreement. The Parties may change their address for the purpose of receiving notices, demands, approvals, consents and waivers as herein provided by a written notice delivered in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

18. Real Estate Commissions. Seller's Broker has acted as Seller's agent in this transaction and Buyer's Broker has acted as Buyer's agent in this transaction. Seller shall be responsible for payment of all compensation due to Seller's Broker pursuant to separate agreements between Seller and Seller's Broker, and additionally Seller shall pay a commission of 3% of the Purchase Price to Buyer's Broker, if and when Closing occurs. Except for Seller's Broker and Buyer's Broker, each party represents and warrants to the other party that no broker or finder has been engaged by them, respectively, in connection with any of the transactions contemplated by this Agreement. Buyer and Seller will indemnify, save harmless and defend the other from any liability, cost or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by them in connection with this transaction. Nothing in this Section (or in any other provision of this Agreement) is intended to create in Seller's Broker (or in any other person or entity) any right as a third party beneficiary of this Agreement; specifically, neither Seller's Broker nor any other person or entity has any right (a) to cause or compel either Buyer or Seller to perform any obligation, exercise any right or forebear from exercising any right either may have pursuant to this Agreement, including, but not limited to, any right to terminate this Agreement; or (b) to preclude Buyer and Seller from entering into any amendment of this Agreement or other agreement pertaining to this Agreement. Notwithstanding anything to the contrary contained herein, this Section shall survive the Closing or any expiration or termination of this Agreement.

19. Legal and Equitable Enforcement of this Agreement.

19.1. Default by Seller. In the event the Close of Escrow and the consummation of the transaction contemplated by this Agreement does not occur by reason of a default by Seller, Buyer shall be entitled, as its sole and exclusive remedy, to either:

(a) terminate this Agreement (other than those provisions which by their terms survive termination) by delivering written notice to Seller which includes a waiver of any right, title or interest of Buyer in the Property and obtain the return of the Deposit, as Buyer's sole and exclusive remedy to the exclusion of (b) immediately below; or

(b) treat this Agreement as being in full force and effect and pursue the specific performance of this Agreement but only if Buyer files and serves its action for specific performance within thirty (30) days after the date of Seller's default hereunder and simultaneously tenders the full Purchase Price to Escrow, as Buyer's sole and exclusive remedy to the exclusion of (a) immediately above.

BUYER WAIVES ANY RIGHT TO PURSUE ANY OTHER REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT OF SELLER, INCLUDING WITHOUT LIMITATION ANY RIGHT TO SEEK, CLAIM OR OBTAIN ANY DAMAGES, PUNITIVE DAMAGES OR CONSEQUENTIAL DAMAGES.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

19.2. Default by Buyer. IN THE EVENT THE CLOSING AND THE CONSUMMATION OF THE TRANSACTION HEREIN CONTEMPLATED DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF A DEFAULT BY BUYER, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES THAT SELLER MAY SUFFER. THEREFORE BUYER AND SELLER AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AN AMOUNT EQUAL TO THE DEPOSIT (WHICH INCLUDES ANY ACCRUED

INTEREST THEREON). SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED, AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT OR RETAIN SUCH LIQUIDATED DAMAGES FROM BUYER. SELLER EXPRESSLY WAIVES ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

20. Assignment. Buyer shall not have the right to sell, assign, or transfer this Agreement without the prior approval of Seller, which approval shall not be unreasonably withheld. In the event that Buyer is permitted to assign its rights or obligations hereunder, that assignee, its successors, heirs, or assigns, shall be required to assume all obligations of Buyer and shall be required to execute all documents and perform all obligations imposed on Buyer as if the assignee were the original Buyer in this Agreement. Buyer shall remain responsible for all duties and obligations required of it for the performance of the covenants, warranties, indemnities, and conditions on the part of Buyer contained herein and in no event shall Buyer be relieved of liability under this Agreement upon any assignment unless Seller expressly agrees in writing to such release.

21. Buyer Contract Requirements.

21.1. Seller acknowledges that (a) Buyer has no authority to extend the faith and credit of the Nevada State Board of Education ("State Board"), the State of Nevada or the Nevada Department of Education ("Department") to any person or entity; and (b) Buyer's obligations under this Agreement will be solely the obligations of Buyer and are not the responsibility of the State of Nevada, the State Board or the Department.

21.2. Seller acknowledges that this Agreement is not and shall not be linked, referenced or in anyway dependent upon the existence, completion, or continuation of another contract, including an operating agreement or other contract with an educational management organization as defined in Section 386.033 of the Nevada Administrative Code. Seller certifies that it is not an educational management organization as defined in NAC 386.033. ["Educational management organization" means a corporation, business, organization or other entity, whether or not conducted for profit, with whom the governing body of a charter school contracts to assist with the operation, management or provision and implementation of educational services and programs of the charter school. The term includes a corporation, business, organization or other entity that directly employs and provides personnel to a charter school.]

22. Miscellaneous.

22.1. Possession of the Property. Seller will deliver possession of the Property to Buyer upon the Close of Escrow.

22.2. Prevailing Party. If Buyer or Seller shall institute any legal action or arbitration proceeding against the other in connection with any controversy related to, concerning or arising out of this Agreement, or any facts based upon or involving this Agreement, the prevailing party, whether in court, through arbitration, or by way of out-of-court settlement, shall be entitled to recover from the non-prevailing party attorneys' fees, court costs, expert witness fees and other related expenses. Notwithstanding the foregoing, in the event that the Seller is the non-prevailing party and the proceeding results from breach, action or inaction, of one or more, but not all, of the persons constituting the Seller hereunder, then prevailing party shall seek the recovery any such attorneys' fees, court costs, expert

witness fees and other related expenses solely from those persons to whom such breach, action or inaction is attributable.

22.3. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one agreement. The signatures to this Agreement may be transmitted by facsimile or electronic mail.

22.4. Severability. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

22.5. Waivers. No waiver of any breach or any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

22.6. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties hereto.

22.7. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged. This Agreement supersedes all prior agreements and communications between Buyer and Seller.

22.8. Time of Essence; Date for Performance. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday. Unless otherwise set forth in the Agreement, references to deadlines, including all dates and times shall mean the close of business being 5:00 PM (Pacific Time).

22.9. Confidentiality. The terms and provisions of this Agreement, including all financial terms, shall remain confidential and shall not be disclosed by either party hereto without the written consent of the other except (a) to such party's board, members, directors, officers, partners, employees, legal counsel, accountants, financial advisors and similar professionals and consultants to the extent such party deems it necessary or appropriate in connection with the transaction contemplated hereunder; or (b) as otherwise required by law or regulation. Any disclosure pursuant to clause (b) of the preceding sentence shall indicate that the information is confidential and should be so treated by the recipient. The restrictions in this Section shall survive any termination of this Agreement.

22.10. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor difficulties, inability to procure materials, restrictive governmental laws or regulations, insurrection, war, act of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the lesser of (i) a period equivalent to the period of such delay or (ii) twelve (12) months. If upon the expiration of the extension period the required performance remains unperformed, Buyer may either waive said performance and

forthwith continue to settle Lots as provided herein, or Buyer may at its option declare this Agreement null and void and in such event the unallocated portion of the Deposit shall be returned to Buyer and there shall be no further liability on the part of either party to the other.

22.11. Construction. This Agreement is an agreement between financially sophisticated and knowledgeable parties, each of which has had the opportunity to be represented by counsel, and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party who prepared (or caused the preparation of) this Agreement or the relative bargaining power of the Parties.

22.12. Joint Escrow Instructions. This Agreement shall constitute joint escrow instructions of the parties of the Title Company. The parties shall execute such additional escrow instructions not in conflict with the terms hereof as may be required to fully effectuate the terms, covenants and conditions hereof. In the event of any inconsistency or conflict between the terms of this Agreement and any such additional escrow instructions, the terms of this Agreement shall control.

22.13. Governing Law, Jurisdiction and Venue. The parties hereto expressly agree that this Agreement will be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Nevada. The parties hereby consent to the jurisdiction of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement, with venue to be in Las Vegas, Nevada.

22.14. Exhibits; Titles and Headings. Unless specified otherwise, all references to Exhibits herein refer to the Exhibits attached hereto, which are hereby made a portion hereof and are incorporated herein by this reference. Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Agreement.

22.15. No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed, deemed or interpreted by the parties or by any third person to create the relationship of principal and agent or of partnership, joint venture or any other association other than that of seller-buyer between the parties.

22.16. Effectiveness of Agreement. Submission of this Agreement to Seller does not constitute an option or offer to sell the Property and this Agreement shall not be effective unless and until execution and delivery occurs by all Parties hereto. By execution of this Agreement, Buyer shall not be deemed to have made any assurances that Buyer will sign this Agreement and/or perform its respective obligations hereunder.

22.17. State of Nevada Security Interest. As required by applicable Nevada law, Buyer shall grant and assign to the State of Nevada a security interest in the Property, together with all buildings, equipment and facilities located thereon, simultaneously with the Closing hereunder.

[Continued on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**BUYER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

VIZA REAL ESTATE HOLDINGSLLC, a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ESCROW HOLDER ACKNOWLEDGEMENT

The undersigned Escrow Holder hereby acknowledges receipt of a copy of this Agreement and the Deposit, and agrees to hold and dispose of the Deposit in accordance with the provisions of this Agreement.

Nevada Title Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Exhibits:

Exhibit "A": Description of the Real Property

Exhibit "B": Form of Deed

Exhibit "C": Form of Assignment



EXHIBIT A TO AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE ATTACHED BY ESCROW HOLDER]

EXHIBIT B TO AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

FORM OF DEED

APN: \_\_\_\_\_

WHEN RECORDED RETURN TO  
AND SEND TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANT BARGAIN AND SALE DEED

VIZA REAL ESTATE HOLDINGSLLC, a Nevada limited liability company, as "Grantor", does hereby Grant, Bargain, Sell and Convey to \_\_\_\_\_, a \_\_\_\_\_, as "Grantee," whose address is \_\_\_\_\_, all that real property situate in the County of Clark, State of Nevada (the "Land") described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all improvements located thereon.

SUBJECT TO:

1. General taxes for the current fiscal tax year.
2. All covenants, conditions, restrictions, reservations, rights, rights-of-way and easements recorded against the Land prior to or concurrently with this Deed, and all other matters of record or apparent.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its manager thereunto duly authorized.

Dated as of \_\_\_\_\_, 2012.

VIZA REAL ESTATE HOLDINGSLLC, a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2012, by \_\_\_\_\_ as \_\_\_\_\_ of VIZA REAL ESTATE HOLDINGSLLC.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

EXHIBIT C TO AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

FORM OF ASSIGNMENT

ASSIGNMENT

This Assignment ("Assignment") is made and entered into as of the Effective Date (as defined below) by and between the VIZA REAL ESTATE HOLDINGSLLC, a Nevada limited liability company (the "Assignor"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Assignee").

RECITALS

A. Assignor and Assignee entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of \_\_\_\_\_, 2012 (the "Agreement"), respecting the sale of certain property.

B. Under the Agreement, Assignor is obligated to assign its rights as to or against any person or entity which performed any services or work of improvement on or for the Property (defined in the Agreement).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignor assigns, sells, transfers, sets over and delivers unto Assignee any and all of Assignor's rights as to or against any contractor, subcontractor, professional or other person or entity which performed any services or work of improvement on or for the Property, as defined in the Agreement, including, without limitation, any warranties or other contractual rights or claims. Assignor makes no warranty or representation with respect to such rights, warranties or claims, except as set forth in the Agreement, if any.

2. Assignee acknowledges that rights under certain contracts may not be assignable by Assignor or may have restrictions on assignability pursuant to certain contractual provisions. Such restrictions on assignability, if any, shall not be considered a breach of this Assignment or the Agreement. Assignor agrees to cooperate with Assignee, at no cost to Assignor, to arrange for the assignment to Assignee of any such items' rights, warranties or claims with restricted assignability.

3. Assignor also assigns, sells, transfers, sets over and delivers unto Assignee any and all of Assignor's rights, title and interest in all assets, materials and/or claims owned or held in connection with the use, management, development or enjoyment of the Property, including, without limitation: (i) all development rights, entitlements, approvals and applications relating to the development of Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) the application and associated work product, renderings, maps and plans for an amendment to the final map of the Property; (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all rights, claims or awards benefiting the Property; (vi) all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property; and (vii) all claims, counterclaims, defenses or actions, whether at common law or pursuant to federal, state, or local laws or regulations, against third parties relating to the existence of any hazardous materials in, at, on or under the Property.

4. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

5. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Nevada, without giving effect to the principles of the conflicts of laws.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

ASSIGNOR:

VIZA REAL ESTATE HOLDINGSLLC, a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

U:\Quest Academy\Kindergarten site\Purchase and Sale Agreement DRAFT 3-14-12.doc



# Quest Academy

PREPARATORY EDUCATION

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**2011-12  
Governing Board  
Members**

Christina Fuentes,  
President

Vernon Law,  
Vice President

Berta Norwood,  
Secretary

Marc Abelman,  
Member

Beverly Moore,  
Member

March 12, 2012

Vicki Quinn, Chairperson  
Las Vegas Planning Commission  
495 S. Main St.  
Las Vegas, NV 89101

Dear Ms. Quinn,

We'd like to take this opportunity to introduce ourselves. We are Quest Academy Preparatory Education. We received approval of our Nevada State Charter in 2008 and have been growing successfully since then. As a state sponsored charter school, we receive public funding which is why we are a tuition free school. We are proud of our dedicated teachers and staff who provide a quality education which makes our school very desirable to parents.

Our charter roots began with the Durango Hills YMCA where we operated our K-8 school for two years. Our success has now grown into the Ward 1 area where we have continued our partnership with the YMCA to provide a unique high school campus inside the Heinrich YMCA facility. Your support of our expansion would be greatly appreciated.

We are proud of our current and past successes as a state charter school and know that with your support we can continue to meet the needs of families in Southern Nevada.

- We have met AYP for three consecutive years.
- We are fiscally sound and have received exemplary financial audits and Nevada State Department of Education audits.
- As a state sponsored charter school, we receive oversight by the Nevada State Public Charter School Authority. Please feel free to contact their director, Steve Canavero (775.687.9174) to discuss who we are and our standing as a model state charter school.

Finally, if you have any questions, you may contact Vernon Law, Vice President of our Governing Board and chair of our school's Facility Committee. His number is 702.249.5607. We look forward to meeting with you soon!

Respectfully,

Christina Fuentes  
Governing Board President, Quest Academy Preparatory Education



# Quest Academy

PREPARATORY EDUCATION

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*2011-12  
Governing Board  
Members*

Christina Fuentes,  
President

Vernon Law,  
Vice President

Berta Norwood,  
Secretary

Marc Abelman,  
Member

Beverly Moore,  
Member

March 12, 2012

Steve Canavero, Director  
State Public Charter School Authority  
1749 North Stewart Street  
Carson City, NV 89706

Dear Steve,

This letter is requesting to amend our charter to open and operate a kindergarten facility at 7550 W. Alexander Road, Las Vegas, NV 89129.

If you have any questions, please don't hesitate to contact me.

Respectfully,

Christina Fuentes  
Governing Board President

**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

**SUPPORTING DOCUMENT**

**S U B J E C T:** Discussion and possible approval of the written notice, pursuant to NRS 386.535(2), provided by Renaissance Academy of the State Public Charter School Authority's intention to revoke the Charter.

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

MEETING DATE: March 23, 2012

AGENDA ITEM: 9

NUMBER OF ENCLOSURE(S):

**PRESENTER(S):** Dr. Steve Canavero, Director, State Public Charter School Authority,  
Andrew Platt, Renaissance Board President, Renaissance Academy

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**RECOMMENDATION:**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES):**

**BACKGROUND:**

**SUBMITTED BY:** \_\_\_\_\_



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

February 16, 2012

Andrew Platt, President  
Renaissance Academy Governing Body  
984 Mackenzie Creek Avenue  
Las Vegas NV 89002  
[drylemming@gmail.com](mailto:drylemming@gmail.com)

*sent by email and postal mail*

Dear Mr. Platt:

The purpose of this letter is to request a meeting with you regarding State Public Charter School Authority concerns with the operations of the Renaissance Academy public charter school. Specifically, I, Allyson Kellogg, and Tom McCormack plan to visit Renaissance Academy **Thursday, March 2, 2012**, in the late morning and early afternoon, and we would like to meet with you in either the late afternoon or early evening, whichever would be more convenient for you.

Assuming you are interested in and available for such a meeting, please feel free to invite whomever else you'd like, keeping in mind that if a quorum of the Renaissance Governing Body attends, you'll need to conduct a meeting (provide notice, etc.) that complies with Nevada's Open Meeting Law. **In your response, please indicate the time and location at which you'd be willing to meet with us.**

Practically since the school's commencement of operation my staff has been discovering lapses in compliance with applicable law and regulation and with the terms and conditions of the school's charter. These lapses primarily regard pupil enrollment and withdrawal procedures, recordkeeping, reporting, staffing and governance. We are also concerned with what appears to be Administrator Roy Harden's residence at the school, and complaints we've received about the school.

Multiple attempts to help Mr. Harden have failed to produce desired results that would bring the school into compliance with requirements. Mr. Harden's apparent inability to administer the school is without precedent among schools that have been able to continue operating, even for schools in the first year of operation.

We plan to visit the school for the purpose of obtaining information and viewing documents that are not available to us from Carson City, and observing practices and protocols; and also to provide whatever additional help we can to Mr. Harden and his staff. **Please inform us now if Mr. Harden, Mr. Manning or other staff plan not to be at the school/office that day;** otherwise we'll expect all staff who normally work at the school/office to be in attendance, barring, of course, emergencies.

The only documents and other information we'll request during our visit are documents and information the school is required by law, regulation and the charter to have available at the school. One of the school's responsibilities is to know what documents and information are required; through provision of many hours of technical assistance to the school and in other guidance provided by my staff these requirements have been made abundantly clear.

Thank you for considering this request, and please be assured that our interest is in the well-being of the school and the pupils it serves. I look forward to your prompt reply.

Sincerely,

A handwritten signature in black ink, appearing to be 'Steve Canavero', followed by a long horizontal line extending to the right.

Steve Canavero, PhD  
Director  
State Public Charter School Authority

Copy: Roy Harden  
Gary Manning

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

**STATE OF NEVADA**

**TEACHER LICENSURE  
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**RORIE FITZPATRICK**  
*Interim Deputy Superintendent*  
Instructional, Research and Evaluative  
Services



**GREG T. WEYLAND**  
*Deputy Superintendent*  
Administrative and Fiscal Services

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February 16, 2012

Mr. Roy Harden, Administrator  
Renaissance Academy  
1055 E. Tropicana Avenue, Suite 225  
Las Vegas, Nv 89119  
Sent via email: [roy@ralimitless.com](mailto:roy@ralimitless.com)

Mr. Andrew Platt, Governing Board President  
Renaissance Academy  
984 Mackenzie Creek Avenue  
Las Vegas, NV 89002  
Sent via email: [drylemming@gmail.com](mailto:drylemming@gmail.com)

RE: Pupil Enrollment and Attendance Audit

Dear Mr. Harden and Mr. Platt:

Nevada Revised Statutes require the Department of Education to conduct "annual audit of the count of pupils for apportionment purposes . . ."

In our original letter dated September 9, 2011, we scheduled the pupil enrollment and attendance audit (PEAA) at Renaissance Academy for October 12 and 13, 2011. Enclosed with that letter was a list of items required and two questionnaires to be completed by the academy. The questionnaires are intended to give us an understanding of the school's operation, as well as the internal control policies and procedures. Our auditors arrived at the academy on October 12; however, the necessary documentation to conduct the audit was not available and the questionnaires were not completed.

Our follow up visit to conduct the audit was scheduled for November 8, 2011. At the academy's request it was postponed.

Our auditors returned on December 5, 2011, and only a small portion of the documentation essential for the audit was prepared and available for review. On December 6 the auditors were provided with documentation enabling us to start the audit. It was found that not enough of the required documentation was provided in order for us to verify the certified pupil count for apportionment or to review enrollment and attendance records. If we are unable to verify the count of pupils for apportionment, the DSA funding for Renaissance Academy will be adjusted.

Mr. Roy Harden, Administrator  
Mr. Andrew Platt, Governing Board President  
Renaissance Academy  
February 16, 2012

In order to complete the audit, we will need access to documentation that supports pupil enrollment, orientation, work progress, and withdrawal records.

**Enrollment documentation** – The forms, electronic or hardcopy, that are filled out by the parent containing contact information and other identifying information that is used as the basis to enter pupils into the academy's Master Register.

**Orientation documentation** – The dated documented proof, electronic or hardcopy, that the pupil and/or parent has been oriented, either by reading an orientation document or by receiving guidance from a Renaissance Academy employee.

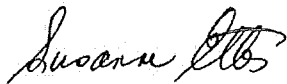
**Work progress** – Dated electronic or hardcopies of school assignments completed by the pupil.

**Withdrawal documentation** – The documentation, electronic or hardcopy, that is completed by Renaissance Academy employees and is used to substantiate the dates and reasons for all withdrawn pupils.

In addition, attached is the "Items Required List" which has been highlighted with the documents we still need to complete the audit.

We will arrive at 8:30 a.m. on Monday, February 27, 2012, to complete the audit. Please have the appropriate personnel available to answer our questions and provide all the required documentation. We will have four auditors attending as we would like to complete this process as expeditiously as possible. If you have any questions, please call me at 775-687-9121 or the auditor in charge, Nadia Vasheko at 702-668-4323.

Sincerely,



Susanne Etter  
Chief Auditor

Enclosure: Required Items List

cc: Dr. Steve Canavero, Director State Public Charter School Authority  
Rick C. Larson, Director of Accounting & Audit, NDE  
Greg Weyland, Deputy Superintendent Administrative and Fiscals Services, NDE

**Pupil Enrollment and Attendance Audit  
2011–2012 School Year  
Required Items List**

**We will need the following at each school:**

1. The school Principal or representative to answer our questions and to receive our preliminary findings.
2. An office location for the audit staff to complete the audit.
3. Two copies of the Master Register for the **2011-2012** school year by grade level, alpha order:
  - One copy as of count day and
  - One copy that is current up to the day of our arrival

4. Two copies of the Ethnic Report:
  - One copy for the first school month and
  - One copy that is current up to the day of our arrival

**\*\*\*NOTE: The Ethnic Report should reconcile with the count day Master Register\*\*\***

5. The **2011-2012** Gains and Losses Report (NV-02 for SASI users) current up to the day before our arrival and pupils identified by track.
6. Original paperwork pertinent to pupil enrollments, re-enrollments and withdrawals in binder(s), filed in grade/alpha order from the first day of school. **(Do not make copies.)** Attach the record of pupil's attendance to each withdrawal form.
7. A copy of the codes and symbols used to mark daily attendance, enrollment and withdrawals.
8. All original Class Record Books (manual or computer hard copies) beginning with the first day of school and updated to at least the day before our arrival. All Class Record Books should be collected and arranged by grade level, alpha order prior to our arrival, including lists for any pupils off campus or homebound.
9. Your policy on verifying pupil residency.
10. If applicable, a list of pupils who are residents of another state with the pupil's name, state of residence, student ID, and grade.
11. If applicable, a list of pupils who are residents of another county with the pupil's name, county of residence, student ID, and grade.
12. If applicable, the teacher contact log for any homebound pupils.
13. A list of state-funded IEP pupils (PK and grade 13) with date of birth and access to their IEP folders.
14. Access to the Master Register for the **2010-2011** school year. We only need to review this Master Register; we do **not** need a copy. **Please provide a copy of the signed statement attesting to the accuracy of the 2010-2011 Master Register.**
15. Bell schedules.
16. Parent/teacher conference dates, teacher training and professional development dates and short school days scheduled for the **2011-2012** school year.
17. A current list of teachers by grade level, subject, and track if applicable.

**In addition, if your school was selected to have a PHYSICAL COUNT, we will also need:**

18. A list (roster) of pupil campus aides, any pupils engaged in off campus activities, and those pupils who do not have an assigned class during the period of the physical count.
19. A list (roster) of the following pupils and how they are accounted for in the official count on the last day of the first school month for each category: Homebound, Juvenile Detention Centers, Suspended, In-house Detention and pupils engaged in Work Experience Programs off campus.
20. Please have available all class rosters (showing grade levels) for the period scheduled for the physical count. It should include room number, period number, course title, teacher's name, grade levels and names of pupils enrolled. They should be separated into zones to accommodate the number of auditors available for the count. (See enclosed "Audit Schedule" for number of NDE auditors.)
21. A staff escort and maps of the campus to assist the auditors in locating various classes and to verify the audit count.
22. In order to expeditiously complete the count, teachers should instruct their pupils to remain seated in their classrooms until advised that the physical count has been completed for the school. Pupils should not be in the halls until the auditor in charge has authorized an announcement that the count is complete.

**In addition, if your school has DISTANCE EDUCATION, we will also need:**

23. A list of distance education pupils enrolled at your school if your school is not entirely distance education. Please include the pupil's name, student ID, and grade.
24. Access to the class schedules of each distance education pupil.
25. Access to all pupil's earned grades, work assignments, class syllabi, and physical or online classroom attendance logs or sign-in logs (if applicable).
26. For pupils admitted during count week that do not have the items listed in #25 for count week, we will need access to the following:
  - From count week: the signed and dated orientation paperwork, the sign-in log if there was an in-person, group orientation, or other admittance documentation **AND**
  - From the week following count week: the items listed in #25 OR any documentation that shows that licensed personnel had two-way communication with the pupil to discuss the pupil's course progress

**In addition, if your school is a CHARTER SCHOOL, we will also need:**

27. A copy of the last PERS report and proof that payment has been made.
28. Tuition agreements between the school and out of state school district(s).
29. A copy of the annual certified audit for FYE 6/30/11 prepared by your outside CPA firm per NAC 386.380.
30. A copy of the final approved budget for FY 2011.

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

**STATE OF NEVADA**

**RORIE FITZPATRICK**  
*Interim Deputy Superintendent*  
Instructional, Research and Evaluative  
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To: Greg Weyland  
Deputy Superintendent Administrative and Fiscal Services  
Nevada Department of Education

From: Susanne Etter   
Chief Auditor, Nevada Department of Education

CC: Dr. Steve Canavero, Director, State Public Charter School Authority  
Rick C. Larson, Director, Accounting & Audit, NDE

Date: March 6, 2012

Re: Renaissance Academy Pupil Enrollment and Attendance Audit

We are currently in the process of doing the annual pupil enrollment and attendance audit for Renaissance Academy. Although we have not completed the audit, I would suggest withholding or adjusting future DSA payments immediately. Preliminary results indicate the disallowance of 89 pupils from their submitted certified count of 481. Approximately 53 of those disallowances are from the elementary and middle school grades which had a reported enrollment of 196 (27% disallowance). The audit of high school enrollment is more time consuming and we do not have preliminary estimates.

The pupils were disallowed for various reasons, including:

- Residence in another state or unverified residence
- Insufficient amount of classes taken
- No progress, no attendance, or orientation occurring after the count date
- Truancy

The audit has been difficult due to lack of documentation provided by the school for the first several field visits. Most of the records needed to verify enrollment and attendance were only available during our visit last week. Although the documents were finally available, due to the inconsistency of those records we lack confidence in their reliability.



The following is a timeline of our field work and a brief description of our problems and concerns:

- First field visit October 12. The only documentation provided was an incomplete Master Register which was non-compliant with the NRS required elements. None of the other required documentation was available for review.
- Second field visit December 5. Some of required documentation was available for review.
  - Auditors were able to agree the Master Register and Ethnic Report.
  - The Administrator was not able to provide any work progress or attendance reports necessary for the auditors to verify enrollment and attendance.
  - The list of pupils withdrawn did not contain sufficient information.
  - The Administrator provided a list of teachers as requested.
  - Although the Administrator provided a school calendar and legend of attendance codes and symbols as requested, they were not the official, approved legend or calendar.
- Third field visit December 6.
  - No enrollment documentation was available.
  - The Administrator provided an orientation on demand log.
  - The Administrator was not able to provide any work progress reports for any pupil.
  - Teacher contact (phone call) logs were provided. Subsequent analysis by our auditor of teacher contact logs contained inconsistencies. (i.e. Name of the contacted person was neither the pupil's name nor parent's name; two teachers called the same phone number at the same time; one teacher called two different phone numbers at the same time; insufficient description of phone discussion or content.) Indicates unreliable records.
  - No withdrawal documentation was available.
- Fourth visit February 27-March 1. Enrollment and attendance documentation was provided.
  - Enrollment documentation*
    - Auditors sampled the enrollment documentation for 20 pupils. 45% of the sampled pupils had incomplete enrollment records. In the sample, one pupil was not residing in Nevada and for two pupils the auditors could not verify Nevada residency.
  - Orientation documentation*
    - School provided a new list of dates the students attended live online orientation sessions or accessed the online orientation program. This list had earlier orientation dates than the original list provided (orientation on demand log). Indicates uncertainty with the records provided.
    - Also creating difficulty for us in establishing enrollment timelines is: a) Course work may be started by the pupil prior to attending the orientation, b) Orientation may be taken as many times as the student needs, and c) The records do not indicate if orientation was completed, just accessed.
  - Class attendance, work progress, phone call logs*
    - The school provided a list of the high school students which identified the classes each student is enrolled. This list did not match to the classes each student is enrolled in according to Power School. In addition according to Power School, some students were enrolled in up to 12 classes. In this situation the student was enrolled in both elementary and high school classes. Indicates uncertainty with the records provided.

- The auditors attempted to establish attendance via attendance records printed from Power School. In some situations, the students were marked as attending school before their enrollment date as recorded on the Master Register. After a review of several attendance records, the Administrator stated the school is experiencing problems with Power School attendance and indicated the records are incorrect.
- For elementary pupils, the Administrator provided work progress reports from the K12 educational program. Using these records we have preliminarily disallowed a number of pupils for lack of work progress or insufficient number of courses.
- The Administrator indicated a prior teacher contact call log provided to us from one of the teachers was inaccurate and provided a corrected contact call log. Indicates uncertainty with the records provided.
- The day after the school visit, one of the teachers attested to the auditors that the teacher contact log provided to us under her name was not accurate. She stated that many of the students on the list were not her students and that the signature of her name at the end of the call log was a forgery. Indicates unreliable, inaccurate records and possible falsification of records.
- In discussions with the Administrator, he indicated that until recently, the school has not followed a truancy policy as required by Nevada statute. Indicates inaccurate records.

*Withdrawal paperwork*

- Withdrawal documentation was reviewed. The Administrator indicated they were not aware of the Nevada regulations requiring some withdrawal dates to be back dated depending upon the withdrawal situation (explanation or reason). As a result of this review, some pupils have been disallowed for inaccurate withdrawal dates.
- Withdrawal dates and codes recorded on the Master Register did not always agree to the withdrawal documentation.

Please give our request for immediate funding adjustment due consideration. The above issues and concerns will strongly affect the outcome of the audit.

**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**

March 8, 2012

Andrew Platt, President  
Renaissance Academy Governing Body  
984 Mackenzie Creek Avenue  
Las Vegas NV 89002  
[drylemming@gmail.com](mailto:drylemming@gmail.com)

*sent by email and postal mail*

Dear Mr. Platt:

The purpose of this letter is to alert you to our growing concern for the Renaissance Academy and the students it serves. The concern stems from my staff's experience with the school since inception, from information collected during a recent site visit, discussions with auditors from the Nevada Department of Education, Audit Division (Department), and a significant number of concerns expressed by individuals working at the school.

The emerging picture is that the Renaissance Academy is not efficiently operated and not effectively governed possibly in violation of NRS 386.535(1)<sup>1</sup>. It is imperative that the Renaissance Academy Board appreciate the depth of the issues and provide strong leadership through decisive and coordinated action. A few areas of concern are noted below.

- Although audit staff continues to work on determining the final number of allowable students, currently 27% of students enrolled in k-8 have been disallowed. Due to the time consuming nature of Renaissance Academy's audit, as of March 6, 2012 the audit staff have yet to begin auditing grades 9-12. It is expected that the number of disallowed students will increase.
  - It is conceivable that the Department will freeze all future payments to Renaissance from the Distributive School Account. Depending on the severity of the audit findings it may be that Renaissance Academy may owe back payments to the Department.

<sup>1</sup> 1. The sponsor of a charter school may revoke the written charter of the charter school before the expiration of the charter if the sponsor determines that:

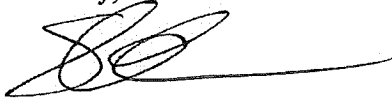
- (a) The charter school, its officers or its employees have failed to comply with:
  - (1) The material terms and conditions of the written charter;
  - (2) Generally accepted standards of accounting and fiscal management; or
  - (3) The provisions of NRS 386.490 to 386.610, inclusive, or any other statute or regulation applicable to charter schools;
- (b) The charter school has filed for a voluntary petition of bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the charter school cannot continue to operate; or
- (c) There is reasonable cause to believe that revocation is necessary to protect the health and safety of the pupils who are enrolled in the charter school or persons who are employed by the charter school from jeopardy, or to prevent damage to or loss of the property of the school district or the community in which the charter school is located.

- Most records needed to verify enrollment and attendance were only available to the auditors during the February 27 – March 1 site visit. This was the fourth visit by the auditors to Renaissance to accomplish the PEAA audit. At all prior visits the auditors were provided either no documentation or incomplete documentation thus requiring another scheduled visit.
- Recent documentation submitted by Mr. Roy Harden to the auditors for the purposes of substantiating attendance claims are unreliable, inaccurate and may represent falsification of records. My office is assisting the Department in uncovering whether or not forged or otherwise made false claims of attendance on behalf of teachers were presented.
- It is clear the school lacks a robust financial management system. In addition there appears to be a lack of meaningful oversight of financials by the Board, and poor internal fiscal controls. Considering the potential number of disallowed pupils it is imperative that the Board act in its appropriate capacity as fiscal steward.
- The general disorder of the school site is also evidenced by: an unreliable student information system, lack of adherence to the school's truancy policy, disagreement between withdrawal codes and dates, lack of strategic coordination between distance education learning platforms, and questionable pupil record keeping.

There are clear lapses in compliance with applicable law and regulation and with the terms and conditions of the school's charter. If the school continues to operate in this manner then my office will recommend to the State Public Charter School Authority Board initiation of the revocation process.

Thank you for considering this request, and please be assured that our interest is in the well-being of the school and the pupils it serves.

Sincerely,



Steve Canavero, PhD  
Director  
State Public Charter School Authority

Copy: Amy Meracz  
Ellerie Boxx  
Robert Reda  
Becky Stengel

KEITH W RHEAULT  
*Superintendent of Public Instruction*

STATE OF NEVADA

RORIE FITZPATRICK  
*Acting Deputy Superintendent*  
Instructional, Research and Evaluative  
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GREG T. WEYLAND  
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March 13, 2012

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Renaissance Academy  
Andrew Platt, Board President  
984 Mackenzie Creek Avenue  
Las Vegas, NV 89002

Dear Mr. Platt:

This letter is to notify you of the Departments intent to suspend any additional DSA payments until a final outcome is determined from the ongoing pupil enrollment audit. Pursuant to NRS 387.1243 apportionments may be adjusted based on an annual audit of the count of pupils and the Superintendent of Public Instruction may authorize the withholding of the entire amount of an apportionment based on failure to report other information that is required to be submitted. Our auditors have been unable to get complete and accurate records to substantiate pupil enrollment, the best case scenario at this time is that a large number of pupils will be disallowed in this audit. To limit the amount of DSA funds which may be overpaid to Renaissance Academy the Department has suspended any future payments until the audit is resolved by Renaissance providing complete and accurate records required by our audit staff.

Sincerely,

A handwritten signature in cursive script that reads "Keith Rheault".

Keith Rheault  
Superintendent of Public Instruction,  
Nevada Department of Education

GTW;jlk

Copy: Greg T. Weyland, Deputy Superintendent of Administrative and Fiscal Services  
Steve Canavero, Director, State Public Charter School Authority



**RENAISSANCE  
ACADEMY  
CHARTER SCHOOL**

**1055 E TROPICANA AVE STE 225  
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**WWW.NEVADAINTERNETACADEMY.COM**

March 16, 2012

Steve Canavero  
Director, State Public Charter School Authority  
1749 North Stewart Street Suite 40  
Carson City, Nevada 89706-2543

Re: Renaissance Academy Resolution of Financial Impairment

Mr. Canavero:

Pursuant to an Emergency Meeting of the Governing Board of Renaissance Academy and in anticipation of the upcoming meeting of the State Public Charter School Authority, I am writing to inform you that we believe Renaissance Academy is financially impaired in the meaning of NRS 386.535(1)(b).

The Board is very grateful for the continuing support that you and the SPCSA are providing. We are coming to understand the true state of the school following the admissions and resignation of the School's former administrator and his EMO. We are very concerned about our ability to meet the pressing needs of our students in the wake of apparent deception and mismanagement. We look forward to working with the SPCSA to find the best way forward for our students.



Andrew Platt  
President

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

**STATE OF NEVADA**

**RORIE FITZPATRICK**  
*Interim Deputy Superintendent*  
Instructional, Research and Evaluative  
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**GREG T. WEYLAND**  
*Deputy Superintendent*  
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March 20, 2012

Mr. Andrew Platt, Governing Board President  
Renaissance Academy  
984 Mackenzie Creek Avenue  
Las Vegas, NV 89002  
Sent via email: [drylemming@gmail.com](mailto:drylemming@gmail.com)

Re: Renaissance Academy Pupil Enrollment and Attendance Audit

Dear Mr. Platt:

Nevada Revised Statute (NRS) 387.304 requires the Nevada Department of Education to conduct an annual audit of the count of pupils for apportionment purposes. In addition, NRS 387.126 allows for the "verification of reports of enrollment and attendance" submitted by the school.

The Academy submitted a certified pupil enrollment count of 481. Based on records which have been unavailable, incomplete, inconsistent and inaccurate we have determined 124 pupils as enrolled and having some work progress as of count day, September 23, 2011.

The audit has been difficult due to the lack of documentation provided by the Academy. We have made several attempts to conduct the audit. We attempted to review the Academy's records on October 12, December 5 and December 6. Documentation provided during those field visits was insufficient to verify any pupils enrolled and attending.

Beginning with the field audit on February 27 through March 1, 2012 records were available for us to begin the audit verification process. However, due to several factors we lack confidence in the integrity, validity and reliability of the Academy's records. As detailed below in the "Teacher/Student Contact Logs" one teacher came forward to state the call log provided to us by the Academy was false and the teacher's signature was forged. This attestation invalidates the use of all call logs as legitimate documentation and calls into question the integrity of any of the documentation presented by the Academy.



The following is a summary of the documentation we have been provided and our findings:

- *Enrollment documentation*
  - Auditors sampled the enrollment documentation for 20 pupils. 60% of the sampled pupils had incomplete enrollment records. In the sample, one pupil was not residing in Nevada and for two pupils the auditors could not verify Nevada residency. This is a non-compliance issue as well as the disallowance of three pupils.
- *Orientation documentation*
  - The Auditors were provided with two different orientation lists on two separate occasions. The first list was titled "Orientation on Demand Log." It contained the dates of pupil's orientation during or after count week. At a later date, this list was supplemented with a second list that provided the dates the students attended live online orientation sessions or accessed the online orientation program. The second list had earlier orientation dates than the original list (Orientation on Demand Log). The lack of consistency indicates uncertainty with the records provided.
  - According to Academy management: a) Course work may be started by the pupil prior to attending the orientation, b) The records do not indicate if orientation was completed, just accessed, and c) Orientation may be taken as many times as the student needs.
  - The total number of pupils who signed up for orientation according to both logs is 432 as of count day.
- *Teacher/student contact logs*
  - Teacher/student contact logs are one of the elements that distance education programs are permitted to use in some situations to establish a pupil as enrolled and attending.
  - In one of the earlier visits, the auditors were provided with teacher/student contact logs (call logs). Analysis of the call logs indicated unusual circumstances recorded on the logs. Some examples are:
    - a. One teacher calling a specific phone number, but talking to two or more persons (not the pupil) simultaneously
    - b. Two different teachers calling the same phone number at the same day and time and talked simultaneously
    - c. One teacher calling two different phone numbers at the same day/time and talked simultaneously
    - d. In one instance we noted a single household consisting of 24 pupils with different last names. They were covered by a single phone call for all 24 pupils on two occasions.
  - During our field work in February, the Administrator indicated one of the teacher contact call logs provided to us was inaccurate and provided a corrected call log. Once again creating uncertainty with the accuracy of the records provided.
  - We currently have the certified call logs of four teachers. The call logs for the other three teachers have not been provided.

- The day after the last school visit, one of the teachers stated to the auditors that the teacher contact log provided to us under her name was not accurate. She stated that many of the students on her call list were not her students and that the signature of her name at the end of the call log was a forgery. This indicates unreliable, inaccurate records and possible falsification of records.
  - We took the unusual step of asking for a notarized attestation from the four teachers with the signed call logs that were provided to us. As of the date of this letter, three of the teachers returned a notarized statement attesting that the call log provided to us by the Academy was “not a true and accurate record” of their telephone communications.
  - As a result we will not accept any call logs as verification of pupil enrollment and attendance.
- *Class attendance*
    - The Academy provided a list of the high school students which identified the classes each student is enrolled. This list did not match to the classes each student is enrolled in according to Power School. This also indicates uncertainty with the records provided. Schools are required to maintain complete and accurate records in Power School which is reported to the Department’s SAIN tracking system.
    - The auditors attempted to establish attendance via attendance records printed from Power School. In some situations, the students were marked as attending school before their enrollment date as recorded on the Master Register. After reviewing attendance records and noting inconsistencies, the Administrator stated the school is experiencing problems with Power School attendance and indicated the Power School records are incorrect.
    - In discussions with the Administrator, he indicated that until recently the Academy has not followed a truancy policy as required by Nevada statute. This indicates inaccurate records and non-compliance to Nevada regulations.
- *Work progress*
    - As the attendance records were inconsistent and inaccurate, the auditors attempted to verify elementary and middle school pupils by reviewing work progress reports from the K12 educational program provided by the Administrator.
    - 106 elementary and middle school students had some progress during count week, or if they enrolled during count week showed work progress in the week following count day.
    - 285 pupils were claimed as enrolled in high school on the Academy’s count day master register. The Administrator provided progress records for 247 high school students. The initial sampling of work progress reports for high school students yielded no students enrolled in the required number of courses. Therefore, our review was expanded to 100% of the class records provided to us by the Academy. Student records were provided for 55 high school courses. Through a review of all of those class records provided, only 18 pupils were enrolled and attending the required number of six courses for grades 9-11 and four courses for grade 12.

- *Withdrawal paperwork*

- Withdrawal documentation was reviewed. The Administrator indicated they were not aware of the Nevada regulations requiring some withdrawal dates to be back dated depending upon the withdrawal situation (explanation or reason). As a result of this review, some pupils have been disallowed for withdrawal dates occurring prior to count day.
- Withdrawal dates and codes recorded on the Master Register did not always agree to the withdrawal documentation.
- In addition to the disallowance of pupils, this is non-compliance to Nevada regulations.

This has been a very difficult and disheartening audit. We could not verify pupils enrolled and attending Renaissance Academy as of count day with certainty due to the lack of integrity, validity and reliability of the Academy's records.

Sincerely,



Susanne Etter  
Chief Auditor

cc: Dr. Steve Canavero, Director State Public Charter School Authority  
Keith W. Rheault, Superintendent of Public Instruction, NDE  
Greg T. Weyland, Deputy Superintendent, Administrative and Fiscal Services, NDE  
Rick C. Larson, Director, Accounting and Audit, NDE

Dear Mr. Platt:

The State Public Charter School Authority (SPCSA), at its March 23, 2012, meeting, took action pursuant to NRS 386.535 to initiate revocation of the charter of the Renaissance Academy public charter school. This letter serves as the written notice of intent of charter revocation required by NRS 386.535(2).

The deficiencies or reasons upon which the action of the sponsor to revoke the school's charter is based are:

1. The charter school is financially impaired such that it cannot continue to operate;
2. The charter school has failed to comply with material terms and conditions of its charter;
3. The charter school has failed to comply with generally accepted standards of accounting and fiscal management; and
4. The charter school has failed to comply with statutes and regulations applicable to charter schools.

A discussion of each of these deficiencies or reasons follows:

Deficiency 1: Pursuant to NRS 386.535, the sponsor of a charter school may revoke the written charter of the charter school if the sponsor determines that the charter school is financially impaired such that the charter school cannot continue to operate.

The school is unable to ascertain or demonstrate to the SPCSA its ability to continue operating given that the Nevada Department of Education (Department), as of March 13, 2012, has suspended any future DSA (Distributive School Account) payments to the school "until the [Pupil Enrollment and Attendance] audit is resolved by Renaissance providing complete and accurate records..." (from Superintendent of Public Instruction Dr. Keith Rheault's March 13, 2012, letter to Andrew Platt).

Based on the experience of the Department and SPCSA Staff with the school, it is anticipated that the school will be unable to provide the complete and accurate records required by the Department to complete its Pupil Enrollment and Attendance Audit. It is further anticipated that the suspension of payments will result in financial impairment such that the charter school cannot continue to operate. Indeed, your March 16, 2012, letter to Dr. Steve Canavero, SPCSA Director, confirmed this anticipation. You wrote "[the Governing Board of Renaissance Academy] believe[s] Renaissance Academy is financially impaired in the meaning of NRS 386.535(1)(b)."

Correction: **The school must provide to the Department the "complete and accurate records" required by the Department's audit staff to resolve Renaissance Academy's Pupil Enrollment and Attendance Audit (PEAA).**

**Additionally, the school must provide to the SPCSA information and documentation, including, without limitation, a revised budget, demonstrating the school's financial ability to continue operation with no more FY 2011-12 funding.** Note that resolution of the PEAA—accomplished with or without the cooperation of the school—may reveal not only that the school would receive no more FY 2011-12 funding but that the school has been overpaid and will need to repay to the state an amount of money yet to be determined.

Deficiency 2: Pursuant to NRS 386.535, the sponsor of a charter school may revoke the written charter of the charter school if the sponsor determines that the charter school has failed to comply with material terms and conditions of the written charter.

The school has failed to comply with the following terms of the charter:

- The Statement of Assurances is part of the school's charter. It was signed by governing body members Andrew Platt, Amy Meracz, Becky Stengel, Robert Reda, and Ellerie Boxx. The following assurances are included in the Statement:
  - The charter school shall keep such records and provide such information in the time and manner prescribed in NRS and NAC that the sponsor, the school district in which the charter school is located, the Nevada Department of Education, and the State Board of Education require, as needed for the purpose of fiscal audit, and program evaluation and reporting, including, but not limited to, the following. The charter school shall:
    - Account for the total number of students, per NRS 387.123 and NRS 387.1233;
    - Submit accountability and progress reports throughout the academic year;
    - Conduct and report on required examinations of students;
    - Submit required reports on class size averages and types of teacher assignments, including students in programs of special education;
    - Submit separate accounting for funds received for pupils with disabilities and gifted and talented pupils, per NRS 387.047 and 388.520;
    - Submit required accounts of funds from federal sources, per federal reporting and audit requirements;
    - Submit reports regarding student truancy, transiency, attendance and dropout rates;
    - Submit reports of weapons and violence incidence;
    - Describe suspensions and expulsions; and
    - Comply with state, district, and federal statutes and regulations regarding instruction of disabled students including the development and implementation of Individual Education Plans (IEPs) for disabled students.

During three visits to the school by Department auditors to conduct the PEAA, auditors were provided either no documentation or incomplete documentation needed to verify enrollment and attendance; typically Department auditors are able to accomplish the PEAA in one or two visits. A team of four auditors returned to the school a fourth time, from February 27, 2012, to March 1, 2012, in yet another attempt to receive from the school complete and accurate pupil enrollment and attendance records. Despite numerous attempts by SPCSA staff to assist the school, including several visits by the SPCSA's SAIN/PowerSchool expert, its pupil recordkeeping remains dismally inadequate. Dr. Rheault's March 13, 2012, letter reflects the chaotic state of pupil recordkeeping at the school which persisted even through the Auditors' March 1, 2012, visit to the school: "Our auditors have been unable to get complete and accurate records to substantiate pupil enrollment..."

Correction: See "Correction" for Deficiency 1.

The school's 11% on-time report submission rate to AOIS (as of March 19, 2012, 51 of 57 documents had been submitted late, with 35 documents past due), because it reports compliance to date, cannot be corrected; late reports will always be late. However, **all missing reports, as identified by AOIS, must be submitted according to instructions provided in AOIS.**

Deficiency 3: Pursuant to NRS 386.535, the sponsor of a charter school may revoke the written charter of the charter school if the sponsor determines that the school has failed to comply with generally accepted standards of accounting and fiscal management.

The school lacks an effective financial management system and demonstrates poor internal fiscal controls. Financial records, to the extent that they exist at all, are kept using outdated methods; there is no indication of the school having adopted any of the financial software programs identified in the Nevada Charter School Operation Manual.

Correction: **Financial policies approved by the school's board in an open meeting and approvable by the SPCSA must be submitted to the SPCSA.** The policies must, without limitation, identify a credible bookkeeping/accounting software system the school will use going forward.

Deficiency 4: Pursuant to NRS 386.535, the sponsor of a charter school may revoke the written charter of the charter school if the sponsor determines that the charter school has failed to comply with statute or regulation applicable to charter schools.

The school has failed to comply with the following statutes or regulations:

- NAC 386.345 which requires a charter school governing body (board) to govern the school, maintain overall control of the school, and be responsible for the operation of the school. There appears to be a lack of meaningful oversight of the school's finances and other operations by the board. Also indicating a lack of governance by the board:

- A January 24, 2012, meeting was cancelled;
- Because no minutes have been submitted to the SPCSA (as of March 15, 2012) for a February 23, 2012, meeting, it's not clear whether the meeting was conducted or not;
- Draft minutes only (no approved minutes) have been submitted for an August 11, 2011, meeting;
- Although draft minutes (but not approved minutes) were submitted for an October 11, 2011, meeting, no agenda was submitted for the meeting;
- There is no evidence of compliance by the board with the following statutes and regulations that require board action (or if not "action", at least a "discussion/information" agenda item) in an open meeting: NAC 387.770(3) regarding inventory; NRS 386.573(1) regarding the person to draw orders for the payment of money belonging to the school; NRS 386.573(2) regarding approval of payment of the school's money and signing of cumulative voucher sheets; NRS 386.583 regarding rules for academic retention; and NRS 386.585 regarding rules of behavior and appropriate punishments. Evidence of such compliance would appear in board meeting minutes and agendas, and, as stated above, a number of Renaissance Academy Governing Body meeting agendas and approved minutes have not been provided to the SPCSA.

**Correction: The school must provide Renaissance Board meeting agendas and approved minutes demonstrating compliance with NAC 387.770(3), NRS 386.573(1) and (2), NRS 386.583, and NRS 386.585.**

**Agendas and approved minutes for all meetings conducted by the board must be submitted into AOIS.**

- NAC 387.770 which requires the establishment of property and equipment records. The school has been unable to provide such records upon request by SPCSA staff.

**Correction: The school must comply with NAC 387.770 and NAC 386.342(4) by providing to the SPCSA a copy of the current written inventory of the school.**

- NAC 386.215 which requires a charter school to obtain specific types and amounts of insurance coverage.

**Correction: The school must submit to the SPCSA documentation demonstrating that the school has obtained the types and amounts of insurance required by NAC 386.215.**



- NRS 386.650 to 386.655 which require a public school to use the student information system prescribed by the Superintendent of Public Instruction. The information provided by the school through PowerSchool, the system prescribed by the Superintendent, is inaccurate and unreliable.

Over half the students enrolled in PowerSchool are not currently enrolled in Renaissance Academy. Renaissance staff is unclear regarding the school's current enrollment.

It has been brought to the attention of the SPCSA that a 17 year old Renaissance Academy student was given full access to PowerSchool and K12 software.

**Correction: A thorough cleanup of the information the school submitted into PowerSchool and from there into the State Student Information System must be conducted.**

**Inappropriate access by unauthorized persons to pupil and other educational records must cease immediately. Documentation thoroughly explaining the inappropriate access and the school's actions to cease the access must be submitted to the SPCSA.**

- NRS 386.562 which prohibits certain provisions of contracts with educational management organizations (EMO). Limitless, LLC is the EMO with which the school's board has contracted to provide certain services to the school. Pursuant to the statute, a contract with an EMO must not give to the EMO direct control of educational services or financial decisions of the school. Due at least in part to the board's failure to govern the school (as discussed under NAC 386.345, above), Limitless, LLC, has in fact been given control of educational services and financial decisions of the school.

**Correction: A written explanation of how the Renaissance Academy Governing Body will take back control of the school from Limitless, LLC, and exercise its duty to govern the school, maintain overall control of the school and be responsible for the operation of the school must be submitted to the SPCSA.**

In addition to the statement of deficiencies or reasons upon which the action of the SPCSA to revoke the charter of the Renaissance Academy is based presented above, NRS 386.535(2) requires the following information:

1. A prescription of the period, not less than 30 days, during which the Renaissance Academy may correct the deficiencies, including, without limitation, the date on which the period to correct the deficiencies begins and the date on which that period ends:

**March 26, 2012, through April 27, 2012.**

2. A prescription of the date on which the SPCSA Board will make a determination regarding whether the Renaissance Academy has corrected the deficiencies, which determination may be made during the public hearing held pursuant to NRS 386.535(3):

**[date here]**

3. A prescription of the date on which the SPCSA Board will hold a public hearing to consider whether to revoke the charter:

**[date here]**

Thank you for your attention to these matters. As has been communicated to you by SPCSA staff, the SPCSA's main concern is the welfare of the pupils who appear to have been poorly served by Renaissance Academy. In addition to any other actions the school's board may take regarding this revocation notice, and in the event the school closes either voluntarily or through charter revocation, you, the other members of the board, and the school's staff are urged to do everything possible to facilitate the transfer of the school's pupils to legitimate schools; a major consideration in this regard is ensuring that all pupils' educational records are complete, accurate, and ready to be accepted by schools receiving the former Renaissance Academy's pupils.

Sincerely,

Kathleen Conaboy, President  
Nevada State Public Charter School Authority

**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

**SUPPORTING DOCUMENT**

**S U B J E C T:** Discussion and possible  
adoption of future meeting dates and future  
agenda items.

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

MEETING DATE: March 23, 2012

AGENDA ITEM: 10

NUMBER OF ENCLOSURE(S):

**PRESENTER(S):** Dr. Steve Canavero, Director, State Public Charter School Authority

**RECOMMENDATION:** \_\_\_\_\_

**FISCAL IMPACT:** \_\_\_\_\_

**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):** \_\_\_\_\_

**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES):** \_\_\_\_\_

**BACKGROUND:**

**SUBMITTED BY:** \_\_\_\_\_

# Proposed State Public Charter School Authority 2012/2013 Meeting Schedule

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## SPCSA 2012 Mtg Schedule

<b>March 23, 2012</b>	Meeting: General
<b>April 26 &amp; 27, 2012</b>	Board Training/Retreat and Meeting: General
<b>June 29, 2012</b>	Meeting: Sub 7 conversion required for early payment
<b>July 27, 2012</b>	Meeting: Sub 7 Conversion
<b><u>August 24, 2012</u></b>	Meeting: Sub 7 conversion: final opportunity for fall 2012 start
<b><u>October 19, 2012</u></b>	Meeting: Charter Application hearing for fall 2013 start (initial submission)
<b>December 28, 2012</b>	Meeting: Charter Application hearing for fall 2013 start (resubmission of previously denied application); Application release

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## SPCSA 2013 Mtg Schedule

<b>January 25, 2013</b>	Meeting: General
<b>March 29, 2013</b>	Meeting: General
<b>May 31, 2013</b>	Meeting: Board Retreat
<b>June 28, 2013</b>	Meeting: Sub 7 conversion required for early payment
<b>July 26, 2013</b>	Meeting: Sub 7 Conversion
<b>August 23, 2013</b>	Meeting: Sub 7 conversion: final opportunity for fall 2013 start
<b>October 18, 2013</b>	Meeting: Charter Application hearing for fall 2014 start (initial submission)
<b>December 28, 2012</b>	Meeting: Charter Application hearing for fall 2014 start (resubmission of previously denied application); Application release

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+Special Meeting may be called at any time.