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1. Public Comment #1

Public Comment will be taken during this agenda item regarding any item appearing on the agenda. No action may be taken on a matter discussed under this item until the matter is included on an agenda as an item on which action may be taken. The secretary of the State Public Charter School Authority Board will impose a time limit of three minutes. Public Comment #2 will provide an opportunity for public comment on any matter within the Authority's jurisdiction, control or advisory power.

2. Approval of the September 23, 2016 SPCSA Board Meeting Action Minutes **(Page 1)**

3. Approval of Consent Approval

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 Unless a Board member has a question concerning a particular item and asks that it be withdrawn from the consent list, items are approved through one action.

(Adam Johnson, Chair, SPCSA) **(Page 7)**

A. Renewal Process, Timelines, and Forms for 2016-17, including but not limited to Expedited Renewal

B. Staff Approval Pursuant to Delegated Authority of Technical Amendment to Legacy Traditional Charter Contract to acquire initial facility. **(Page 14)**

4. Consideration and possible action regarding Beacon Academy's amended contract reflecting the school's desire to revise enrollment criteria and become eligible to be evaluated based on the Alternative Framework. Possible actions include acceptance of contract negotiated between Beacon Academy and SPCSA staff, rejection of contract, or direction to renegotiate **(Page 97)**

5. Consideration and possible action regarding the Notice of Closure issued to Beacon Academy on September 30 by SPCSA Staff at the direction of the SPCSA Board. Possible actions include dismissal of the Notice of Closure or no action allowing the Notice of Closure to proceed as issued **(Page 135)**

6. Consideration and possible action of the American Preparatory Academy charter amendment request to move facilities. **(Page 137)**

7. Consideration and possible action of the Founders Academy charter amendment request to move facilities. **(Page 266)**

8. Executive Director's Report **(Page 385)**

9. Quest Academy and Silver State Charter School receiver update **(Page 386)**

10. Consideration of Revised Infinite campus Database Split Proposal **(Page 389)**

11. Update, discussion and possible action regarding the State Public Charter School Authority's Strategic Plan **(Page 390)**

STATE PUBLIC CHARTER SCHOOL AUTHORITY**SUPPORTING DOCUMENT****S U B J E C T: Approval of the September 23,
2016 SPCSA Board Meeting Action Minutes**

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

MEETING DATE: October 21, 2016

AGENDA ITEM: 2

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Adam Johnson, Chair, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

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

SUBMITTED BY: _____

NEVADA STATE PUBLIC CHARTER SCHOOL AUTHORITY

September 23, 2016

Legislative Building
Room 2135
Carson City, Nevada

And

Grant Sawyer Building
Room 4400
Las Vegas, Nevada

MINUTES OF THE MEETING

BOARD MEMBERS PRESENT:

In Las Vegas:

Adam Johnson
Melissa Mackedon
Jacob Snow
Jason Guinasso

In Carson City:

None

Teleconference:

None

BOARD MEMBERS ABSENT

Kathleen Conaboy
Stavan Corbett

AUTHORITY STAFF PRESENT:

In Las Vegas:

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

In Carson City:

Danny Peltier, Management Analyst I, State Public Charter School Authority

LEGAL STAFF PRESENT:

In Las Vegas:

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

AUDIENCE IN ATTENDANCE:

In Las Vegas:

Attendance Sheet Attached

In Carson City:

Attendance Sheet Attached

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

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

Agenda Item 1 – Public Comment

Dr. Kit Kotler spoke regarding statewide systems of public education and information regarding Silver State Charter School. Laura Grainer spoke in behalf of Nevada Connections Academy. Sharon Frederick board member for Beacon Academy of Nevada talked about being termed out for the spring of 2017. Africa Sanchez talked about staff recommendation for Notice of Intent to terminate the charter contract. Chris Orme represents Tower Distribution and Tower Distribution, landlord of Quest Torrey Pines Campus about the rent being paid.

Agenda Item 6 - Update, Discussion and possible action regarding Nevada Virtual Academy improvement contract negotiations

Director Gavin discussed to negotiate an amended charter contract for Nevada Virtual Academy.

Member Guinasso moved to table this agenda item until later in the day when the public both have a copy of the contract. Member Snow seconded the motions. The motion carried unanimously.

Agenda Item 4 – Update, discussion and possible action regarding Nevada Connections Academy improvement plan, including but not limited to approval of proposed charter contract with terms previously approved by the Authority, discussion and possible action regarding staff recommendation on revocation of its written charter due to violation of NRS 388A.330 and issuance of direction to staff to issue Notice of Intent to Revoke the Written Charter.

Director Gavin spoke about action taken regarding Nevada Connections Academy.

Member Guinasso would like to make a motion in accordance with the staff's recommendation, I'd like to move that we clarify that the language that's been summarized in the memo be included as an essential term of any agreement that we would reach with Nevada Connections. Melissa Mackedon seconded the motion. The motion carried unanimously.

Member Guinasso made a motion that pursuant to NRS 386.330 that the Authority direct staff to issue a Notice of Intent to revoke the written charter, Nevada Connections Academy, based on having a graduation rate for the preceding school year that is less than 60 percent. Member Mackedon seconded the motion. Member Luna opposed the motion. The rest of the board was Ayes.

Agenda Item 5 - Update, discussion and possible action regarding Beacon Academy improvement plan, including but not limited to approval of proposed charter contract with terms previously approved by the Authority, discussion and possible action regarding staff recommendation on alternative terms proposed by the school, or issuance of finding that the school is eligible for termination of its charter contract due to violation of NRS 388A.330 (e) and issuance of direction to staff to issue Notice of Intent to Terminate the Charter Contract.

Director Gavin talked about action taken regarding Beacon Academy.

Member Guinasso motioned to restate it that he move to pursuant to NRS 388A.330 and NAC 386.330 that we direct staff to issue a Notice of Intent to Terminate the Charter Contract of Beacon Academy based on having a graduate rate for the preceding school year that is less than 60 percent. Member Mackedon seconded the motion. Member Snow and Member Luna are opposed to the motion it's a three-two vote.

Agenda Item 9 - Quest Academy and Silver State Charter School receiver update
Josh Kern spoke about Quest Preparatory Academy and Silver State Charter School.

Member Snow would like to motion to follow the Director's recommendation. Member Mackedon seconded the motion. The motion carried unanimously.

Agenda Item 3 - Approval of Consent Approval

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

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

- Submission Timeline for Amendment Requests and Other School Materials for Board Consideration (Adam Johnson, Board Chair, SPCSA) (*Information/Discussion/For Possible Action*)
- Approval of SPCSA Public Information Request Fee Policy (Patrick Gavin, Executive Director, SPCSA) (*Information/Discussion/For Possible Action*)
- Approval of revisions to provisions of SPCSA Board and Staff Policies (Patrick Gavin, Executive Director, SPCSA) (*Information/Discussion/For Possible Action*)

Member Snow motioned for approval of the consent agenda. Member Guinasso seconded the motion. The motion carried unanimously.

Agenda Item 8 – Executive Director’s Report

Director Gavin spoke about the Executive Director’s Report

Agenda Item 10- Update, discussion and possible action regarding the State Public Charter School Authority’s Strategic Plan

Director Gavin spoke about the SPCSA’s Strategic Plan.

Member Mackedon motioned to approve the proposed metric for goal number 4 of the strategic plan. Member Luna seconded the motion. The motion carried unanimously.

Agenda Item 2 – Approval of the August 26, 2016 Board Meeting Action Minutes

Member Mackedon moved to approve the minutes. Member Guinasso seconded the motion with the adjustments noted. The motion carried unanimously.

Agenda Item 11 – Financial Framework Report

Duffy Chagoya spoke about the financial framework report.

Agenda Item 12 – Public Comment

None

Chair Johnson adjourned the meeting at: 1:14 pm

STATE PUBLIC CHARTER SCHOOL AUTHORITY

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

<u> / / </u>	Public Workshop
<u> / / </u>	Public Hearing
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<u> / / </u>	Regulation Adoption
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<u> / x / </u>	Action

MEETING DATE: October 21, 2016

AGENDA ITEM: 3

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Adam Johnson, Chair, SPCSA**FISCAL IMPACT:****BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):****LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 10 Mins**

- A. Renewal Process, Timelines, and Forms for 2016-17, including but not limited to Expedited Renewal (*Information/Discussion/For Possible Action*)
- B. Staff Approval Pursuant to Delegated Authority of Technical Amendment to Legacy Traditional Charter Contract to acquire initial facility. (Patrick Gavin, Executive Director, SPCSA). (*Information/Discussion/For Possible Action*)

SUBMITTED BY: _____

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 3A—Renewal Timeline
DATE: October 21, 2016

Background:

Current statute does not prescribe a process, timeline, format, or contents for the renewal of written charters. There are currently no regulations in place which govern such renewals and the Authority does not have the power to adopt regulations related to such renewals.

The Authority has previously utilized a bifurcated process for considering renewal decisions. The Authority Performance Framework provides for schools which are designated as high performing to be eligible for expedited renewal. Under that system, eligible schools are invited to submit a letter requesting expedited renewal based on previously published data. Based on current academic performance, several schools are eligible for expedited renewal in 2016-17:

- Oasis Academy
- Imagine School at Mountain View
- Somerset Academy

Somerset already received early renewal as a condition of its expansion amendment.

Additionally, Discovery Charter School is up for renewal this year, but its academic performance is not sufficiently high achieving to merit expedited renewal.

Recommendation:

Staff recommends that the Authority invite Oasis and Imagine to submit letters requesting expedited renewal between now and December 31, 2016.

Should either school not request expedited renewal, they would have the option of submitting the regular renewal application form. The current form has been updated to reflect new interim accountability categories and designations adopted by the Department of Education based on recent legislation. Specifically, the form now reflects the state's identification of elementary and middle schools that are among the lowest five percent of schools statewide. It also includes the state's new Rising Stars designation, which identifies schools eligible for accountability sanctions pursuant to laws adopted in 2015.

Based on best practice from other charter authorizers nationwide, the Board has previously adopted a data-driven approach to written charter renewal decisions which considers academic, financial, and organizational performance. The attached renewal application template requires schools to focus on performance and outcomes over anecdote and sentiment. It is predicated on the values and beliefs which are foundational to charter schooling: autonomy in exchange for results. It prescribes common data elements that schools are required to report and staff are required to verify prior to making a renewal recommendation. The application also delineates the data and evidence which will be considered by the Board in making renewal decisions, separating the decision to grant a renewal from the decision to make changes to the new agreement, the charter contract, based on lessons learned during the previous term.

STATE PUBLIC CHARTER SCHOOL AUTHORITY



2017 Application for the Renewal of a Written Charter *For Schools Not Determined to be Eligible for Expedited Renewal*

MS Word Application Template

Released November 1, 2016

Due February 1, 2017

CHARTER SCHOOL RENEWAL GUIDELINES

- The renewal application must be submitted as a Word document and a signed PDF into the Charter Renewal Application section in Epicenter by 5 pm PT on the due date.
- This application may be completed by filling out each of the requested dropdown menus and text boxes. Failure to utilize the requested drop down menus and text boxes will result in the return of the renewal application and a request for resubmission of a compliant and complete application from SPCSA staff.
- Renewal decisions for schools operating under written charters are based on historic performance data as evidenced by the SPCSA Performance Framework, which serves as the Authority's performance and programmatic audit mechanism for all schools operating under written charters. Historical anecdotes or unsolicited data, e.g. teacher turnover, leadership changes, or past programmatic adjustments, will not be considered by the Authority in making renewal decisions. The Board will not give weight to materials or testimony related to such topics during the renewal process. The inclusion of unsolicited data, supplementary narratives, letters of support, or other unsolicited materials will result in the return of the renewal application and a request for resubmission of a compliant and complete application from SPCSA staff.
- Schools which are contemplating material amendments, e.g. changes to the mission statement, grade levels served, enrollment, facilities expansion, academic program, instructional delivery, management agreement, etc. will be permitted to submit such amendment requests in the event that the school is renewed based on past performance. Schools are permitted to draft such amendment requests during the renewal process for filing immediately following the renewal decision but the SPCSA Board will not give weight to such materials or testimony related to any contemplated changes during the renewal process. The inclusion of amendment materials will result in the return of the renewal application and a request for resubmission of a compliant and complete application from SPCSA staff.
- It is the responsibility of the school to ensure that the content is accurate and reflects information provided by NDE and the SPCSA. Any discrepancies between the data submitted and data previously provided by NDE or the SPCSA will result in a request for resubmission of a compliant and complete application from SPCSA staff.
- Schools are required to submit the agenda and draft minutes for the meeting where the governing body voted to approve the submission of the renewal application into the appropriate areas in Epicenter prior to filing the renewal application. Failure to submit the agenda and draft minutes into the appropriate areas in Epicenter prior to filing the renewal application will result in the return of the renewal application and a request for resubmission of a compliant and complete application from SPCSA staff. The inclusion of the agenda and draft minutes with the renewal application will result in the return of the renewal application and a request for resubmission of a compliant and complete application from SPCSA staff.

School Name: [Click here to enter text.](#)

Name of President/Chair of Governing Body: [Click here to enter text.](#)

Name of Head of School: [Click here to enter text.](#)

Academic Performance

2016 Rising Star Status				Choose an item.		
2016 Elementary School Percentage in State				Choose an item.		
2016 Middle School Percentage in State				Choose an item.		
2014 SPCSA Authority Academic Programmatic Audit Findings (SPCSA Academic Performance Framework Rating)				Choose an item.		
2013 Academic Intervention Ladder Status				Choose an item.		
2013 SPCSA Authority Academic Programmatic Audit Findings (SPCSA Academic Performance Framework Rating)				Choose an item.		
2013 Academic Intervention Ladder Status				Choose an item.		
2015 NSPF Rating (Frozen from 2014)				Elementary: Choose an item. Middle: Choose an item. High School: Choose an item.		
2014 NSPF Rating				Elementary: Choose an item. Middle: Choose an item. High School: Choose an item.		
2013 NSPF Rating				Elementary: Choose an item. Middle: Choose an item. High School: Choose an item.		
2012 NSPF Rating				Elementary: Choose an item. Middle: Choose an item. High School: Choose an item.		
	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
NDE-Validated Graduation Rate	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Financial Performance

2016 SPCSA Authority Financial Programmatic Audit Findings (SPCSA Financial Performance Framework Rating—Notice of Breach or Notice of Concern)	: Choose an item.
2015 SPCSA Authority Financial Programmatic Audit Findings (SPCSA Financial Performance Framework Rating—Notice of	: Choose an item.

Breach or Notice of Concern)	
2014 SPCSA Authority Financial Programmatic Audit Findings (SPCSA Financial Performance Framework Rating—Notice of Breach or Notice of Concern)	Choose an item.
2013 SPCSA Authority Financial Programmatic Audit Findings (SPCSA Financial Performance Framework Rating—Notice of Breach or Notice of Concern)	Choose an item.
Organizational Performance	
2016 SPCSA Authority Organizational Programmatic Audit Findings (SPCSA Organizational Framework—Notice of Breach or Notice of Concern)	Choose an item.
2015 SPCSA Authority Organizational Programmatic Audit Findings (SPCSA Organizational Framework—Notice of Breach or Notice of Concern)	Choose an item.
2014 SPCSA Authority Organizational Programmatic Audit Findings (SPCSA Organizational Framework—Notice of Breach or Notice of Concern)	Choose an item.
2013 SPCSA Authority Organizational Programmatic Audit Findings (SPCSA Organizational Framework—Notice of Breach or Notice of Concern)	Choose an item.

Plans for the Next Charter Term:						
(1) Number of Students Served (Pending Any Subsequent Expansion Amendment)						
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Total Students	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
(2) Does the school intend to file any amendment request following renewal and prior to the execution of the charter contract? Choose an item.						
<p><i>I certify that the governing body of this charter school has voted that the school and its staff will adhere to the renewal process expectations outlined in the Renewal Guidelines. The information provided in this charter renewal application is true and correct. I also certify that the governing body of this charter school understands that any academic, financial, or organizational performance data collected during the period of the current charter term which is analyzed and reported following a renewal vote may be considered by the Authority in making performance and accountability decisions in the subsequent charter term.</i></p> <p>Date when Governing Body Voted to Approve Application for Renewal _____</p> <p>Signature of Head of School: _____ Date: _____</p> <p>Signature of President/Chair of Governing Body: _____ Date: _____</p>						

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 3B—Legacy Traditional School Request to Acquire Facility
DATE: October 21, 2016

Background:

Legacy Traditional School was approved by the Authority in the fall 2015 cycle. The school is scheduled to open in the fall of 2017.

While the school had initially sought to locate in Henderson, it was unable to identify an affordable property which local governments deemed suitable for a school. Consequently, the governing body expanded the search and has identified a location in North Las Vegas which the school has determined would meet its needs.

The school has submitted a technical amendment to acquire this location pursuant to [NAC 386.3265](#) and [NAC 386.3266](#). Based on staff review, the request appears to comply with all applicable regulations and it is administratively complete.

Based on this new location, the school has also requested that the name of the school be amended to be Legacy Traditional School—North Valley.

Recommendation:

While the initial approval gave staff delegated authority to approve subsequent technical amendments, staff determined that Authority approval was desirable as the location change was significant enough that it merited board review and consideration.

Staff recommends that the Authority approve the technical amendment to acquire this location and grant staff delegated authority to approve any technical amendments necessary to approve final occupancy of the facility to satisfy the final –pre-opening requirements of [NAC 386.3265](#).

With regard to the name change, it is important to note that the school has also submitted an amendment request to pursue a second campus pursuant to [NAC 386.3265](#) and [NAC 386.3266](#). That amendment will be reviewed at a later date and a recommendation will be provided to the Authority. Consequently, staff has some concern that the name change to North Valley may be more appropriate to a campus designation instead of a legal name change. It is important to note that the school has also taken advantage of its option under the law to incorporate as a Nevada non-profit and seek 501c3 designation. The name on file with the Secretary of State's office is Legacy Traditional Schools—Nevada, Inc. Consequently, staff requests delegated Authority to work with the school to review the name change and identify if this name change is appropriate or if a less location-specific name, e.g. Legacy Traditional Schools--Nevada, would be more appropriate name for the charter holding entity.



October 5, 2016

VIA EMAIL, UPS OVERNIGHT
EXPRESS AND EPICENTER ONLINE

Mr. Patrick Gavin
Executive Director
Nevada State Public Charter School Authority
9890 South Maryland Parkway
Suite 200B
Las Vegas, Nevada 89183

RE: Legacy Traditional Charter Schools-Nevada, Inc.: Bond Finance Transaction

Dear Mr. Gavin:

Legacy Traditional Schools ("Legacy Schools") is a high-performing, award-winning network of public charter schools with 12 affiliate schools in Arizona and, opening in August, 2017, one school in Nevada. The Nevada charter holder is Legacy Traditional Charter Schools-Nevada, Inc. ("LTS-Nevada").

LTS-Nevada is very excited about opening its first charter school in Nevada and, similar to the Legacy Schools' facilities in Arizona, LTS-Nevada has planned a high quality, highly-functional facility for its students. The school facility will be located at the northeast corner of Valley Drive and West La Madre Way in North Las Vegas (the "Nevada Campus") and will comprise an approximately 81,689 square foot, two-story building on 8.70 acres of land with outdoor athletic fields and onsite parking. The school building will include 40 classrooms, a computer lab, an athletic gym, a performance stage, a cafeteria, a kitchen, an indoor athletic-turf training area and administrative offices. LTS-Nevada will open the school for students during August 2017.

The cost to acquire the land and construct the planned facilities is estimated at approximately \$18 million. To fund the land acquisition and construction, LTS-Nevada has arranged to obtain a loan from The Industrial Development Authority of the City of Phoenix, Arizona (the "Issuer"). The LTS-Nevada loan will be a portion of a larger loan package that will include the funding of several Arizona projects as well as the Nevada project. The Issuer will fund the loan package to Legacy Schools and LTS-Nevada by issuing tax-exempt education revenue bonds and loaning the proceeds of the bond issue to LTS-Nevada as a member of the Legacy Schools obligated group.

Specifically, Legacy Schools has arranged for the Issuer to issue its Education Facility Revenue Bonds (Legacy Traditional Schools Projects), Series 2016 (the "*Series 2016 Bonds*") in an aggregate principal amount not to exceed \$110 million and loan the proceeds of the Bonds to the Legacy Schools obligated group (the "*Loan*") pursuant to a Loan Agreement, to be dated as of November 1, 2016 (the "*Loan Agreement*"), between the Issuer and the Legacy Schools obligated group. Legacy Schools will use the proceeds of the Loan, in part, to: (i) acquire, construct, improve and equip the Nevada Campus, to be used in connection with the charter school to be known as Legacy Traditional School – North Valley; (ii) acquire, construct, renovate, improve and equip the Legacy Schools' Peoria, Arizona Campus; (iii) acquire, construct, improve and equip the Legacy Schools' Surprise, Arizona Campus (including an expansion of the Surprise Campus); (iv) construct, improve and equip an expansion of the Legacy

Mr. Patrick Gavin
 Nevada State Public Charter School Authority
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Schools' Laveen, Arizona Campus; (v) refinance a commercial loan for the Legacy Schools Glendale, Arizona Campus; (vi) refinance a commercial loan for the Legacy Schools' North Chandler, Arizona Campus; (vii) acquire certain furniture, fixtures and equipment to be used at one or more of the Legacy Schools; (viii) fund the Debt Service Reserve Fund for the Series 2016 Bonds; (ix) capitalize interest on all or a portion of the Series 2016 Bonds; and (x) pay issuance expenses related to the Series 2016 Bonds (collectively, the "Legacy Schools 2016 Projects").

Pursuant to Nevada Revised Statutes ("NRS") §386.560.4, a charter school is authorized to:

- (a) Acquire by construction, purchase, devise, gift, exchange or lease, or any combination of those methods, and construct, reconstruct, improve, maintain, equip and furnish any building, structure or property to be used for any of its educational purposes and the related appurtenances, easements, rights-of-way, improvements, paving, utilities, landscaping, parking facilities and lands; (b) Mortgage, pledge or otherwise encumber all or any part of its property or assets; (c) Borrow money and otherwise incur indebtedness; and (d) Use public money to purchase real property or buildings with the approval of the sponsor.

The purpose of this letter is to inform the Nevada State Public Charter School Authority (the "Sponsor") of LTS-Nevada's project and plan of finance and to formally request the "*approval of the sponsor*" as required by NRS §386.560.4(d).

The Series 2016 bonds are being jointly underwritten by two nationally-respected investment firms, Piper Jaffray & Co. and B. C. Ziegler & Co. The bond counsel for the transaction is Greenberg Traurig LLP, a national bond-counsel firm listed in the Bond Buyer's Municipal Marketplace (the "Red Book") with lawyers that are members of the National Association of Bond Lawyers (the "Blue Book"). The trustee for the bond issue will be the corporate trust department of Zions Bank, a division of ZB National Association. The Issuer is also nationally recognized as a conduit issuer of municipal and charter-school bonds and its legal counsel is Kutak Rock LLP, another national bond-counsel firm listed in the Red Book.

Each of the participants in the bond-finance transaction has worked with Legacy Schools on multiple prior bond-finance transactions over a period of several years. The underwriters and bond counsel have been conducting due diligence related to Legacy Schools and monitoring the performance of Legacy Schools for several years. The underwriters and other participants are conducting extensive due diligence for this particular bond-finance transaction as well. The underwriters will not take the Series 2016 Bonds to the marketplace unless and until they are completely satisfied with the results of the due diligence.

LTS-Nevada fully understands and acknowledges that the Sponsor's approval of LTS-Nevada's use of public money to purchase real property and buildings, as required by NRS §386.560.4(d), is not an approval or endorsement of LTS-Nevada's plan of finance or the Series 2016 Bonds, nor does such approval create or incur any liability on the part of the Sponsor related to the Series 2016 Bonds or the associated loan.

Finally, LTS-Nevada is aware that the Nevada Director of the Department of Business and Industry ("DDBI") is authorized as a conduit issuer of tax-exempt bonds for charter schools. LTS-Nevada is

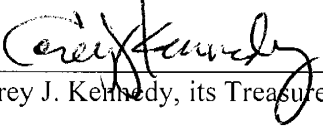
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opting to use the Issuer to issue the Series 2016 Bonds and not the DDBI because: (i) LTS-Nevada does not meet the criteria required under NRS §388A.650.3 to use the DDBI; and (ii) the bond-finance transaction is a portion of a larger bond-finance transaction involving Arizona charter schools and LTS-Nevada saves transaction costs, obtains a lower interest rate, will maintain lower debt-service payments and maximizes efficiency by joining with the larger bond transaction.

We trust that this letter provides the information necessary for the Sponsor to place this matter on its October 21, 2016 meeting agenda and that the information is adequate for the Sponsor to make its decision. Please let us know if you have questions or need additional information to present to the board. Representatives from LTS-Nevada, the underwriters and legal counsel will be present at the board meeting to respond to any questions.

Thank you for your consideration.

LEGACY TRADITIONAL SCHOOLS-NEVADA, INC.

By: _____
Corey J. Kennedy, its Treasurer

2016 CHARTER SCHOOL FACILITIES AMENDMENT REQUEST

Legacy Traditional Schools-Nevada, Inc.

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FACILITIES PLAN

- (1) Provide a letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request as Attachment 1.

Please see Attachment 1.

Please note, Legacy Traditional School-Henderson is also requesting to change the name of the school as a result in location change as well. The new school name being proposed is Legacy Traditional School-North Valley; this is referenced in Attachment 1.

- (2) Agenda for Board Meeting Where Board Voted to Request an Amendment to Acquire and Occupy an Initial Facility as Attachment 2.

Please see Attachment 2.

- (3) Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Acquire and Occupy an Initial Facility as Attachment 3.

Please see Attachment 3.

- (4) Identify the entity responsible for acquiring and maintaining school facilities and describe that entity's relationship to both the school and any management organization. If costs related to the facility will be borne by the proposed school's education management organization or a related party such as a foundation, it should identify the level of capital support the organization (or related party) is willing to provide to the school.

The governing board of Legacy has chosen CFE Management Group, LLC ("CFE") as the Educational Management Organization (EMO) based on the full range of services provided and the highly successful track record of managing the other Legacy campuses. CFE has established a proven track record in the following areas: curriculum development, teacher training, marketing, financial services, human resource services, information systems, facilities management, food service management, and grant compliance.

It would be impractical and cost-prohibitive for a charter school to provide that full range of services in-house. In addition, contracting with a single provider for all those services in a single package, rather than contracting with numerous separate providers, is a significant benefit.

This Nevada campus will follow the model of the existing Legacy schools in Arizona, and expects to have the same outstanding academic results. As part of the management agreement with CFE, the School will be licensed to use the Legacy name, branding, and program of instruction.

Each Legacy School is governed by a five-member board of directors (the "Board"), elected by a majority vote of the members of the Board. Members are elected to serve staggered, three-year terms. The Board is the governing body and the ultimate authority at the school, responsible for all school operations.

The Board contracts with CFE to handle much of the day-to-day administrative and academic operations at the school.

The Board is responsible for adopting and directing school and board policies and procedures, assuring that policies and procedures are implemented, and keeping the School in compliance with the Charter School Contract, applicable State and federal laws, and the school's accounting requirements.

The management contract between the Board and CFE is signed at the option of the Board, and the Board has the ability to not renew the contract at the end of the term or to pursue terminating the contract if the services performed are not satisfactory.

Reviewers seeking information on our management model with the EMO for the expanded school may wish to refer to the EMO contract on file with the Nevada State Public Charter School Authority.

- (5) If a proposed facility has been identified and requires no construction or renovation prior to the commencement of instruction, please provide:

Legacy Traditional School-North Valley will be constructed from the ground up; therefore, items (a) through (g) are not applicable.

- (a) The physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4.
 - (b) A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5.
 - (c) A copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet as Attachment 6.
 - (d) The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any familial or business connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7.
 - (e) A copy of the Certificate of Occupancy at Attachment 8.
 - (f) Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as Attachment 9.
 - (g) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10.
- (6) If a proposed facility has not been identified or the proposed facility requires any construction or renovation prior to occupancy by the full student body, please provide:

- (a) Either a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit the documentation required in 1(a) for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 4 **OR** the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4.
- The property is located at the NWC of La Madre Way and Valley Drive, North Las Vegas, Nevada 89031
 - The Clark County Assessor Parcel Numbers (total of 4 parcels) are: 124-31-701-014, 124-31-701-015, 124-31-701-018 and 124-31-701-018
 - A copy of the Parcel Map is Attachment 4.
- (b) Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 5 **OR**, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5.
- Attached is a copy of the land purchase agreement with the current landowner:
 - o La Madre Valley, LLC, a Nevada Limited Liability Company
- (c) Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 6 **OR**, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance that the school will submit final documentation in compliance with NAC 386.3265 as Attachment 6.
- We have retained a highly respected team of Nevada consultants (engineer, architect and GC) to design and construct the facility as shown in the attached plans.
 - As part of our agreements with the Nevada consultants (SH Architecture, Kimley-Horn Engineers and Burke Construction), they will comply with all government requirements.
- (d) Either a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 7 **OR**, If a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7.
- Per the PSA, the Seller is:
 - LA Madre Valley, LLC
 - Attn: Khushrow Roohani
 - 9500 Hillwood Drive, Suite 201

Las Vegas, NV 89134
 Email: kroohani@gmail.com
 Fax: 702-823-4471

- There are no relationships between the Seller and LTS – North Valley.
- (e) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 8.
- Burke has provided an overall, detailed project Gannt chart that includes all predevelopment approvals and all final building inspection approvals. See Attachment 8.
- (f) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 9.
- Burke has provided an overall, detailed project Gannt chart that includes all predevelopment approvals and all final building inspection approvals. See Attachment 8.
- (g) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10.
- We have retained a highly respected team of Nevada consultants (engineer, architect and GC) to design and construct the facility as shown in the attached plans.
 - As part of our agreements with the Nevada consultants (SH Architecture, Kimley-Horn Engineers and Burke Construction), they will comply with all government requirements.

ENROLLMENT AND LOCATION MODIFICATION

- (1) If the acquisition and subsequent occupancy of this facility will result in a change in annual target enrollment of more than 10 percent or if the revised annual enrollment is less than the minimum enrollment specified in the charter application, please revise the enrollment targets for each grade for each year of the charter term and ensure that those revised enrollment projections are reflected in the revised financial plan requested below.

The acquisition and subsequent occupancy of this facility will not result in a change in annual target enrollment of more than 10 percent; the revised annual enrollment is not less than the minimum enrollment specified in the charter application.

- (2) If the proposed facility is not in the target community initially discussed in the application, please submit an assurance that the school will submit a revised community outreach, marketing, and enrollment plan within 60 days of approval.

If the proposed facility is approved LTS will submit a revised community outreach, marketing, and enrollment plan within 60 days of approval.

FINANCIAL PLAN

- (1) Provide a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative in. Include the following:
 - (a) Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.
 - (b) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of Attachment 11. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.
 - (c) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.
 - (d) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.

See Attachment 11

- (2) Submit a completed financial plan for the proposed new campus as Attachment 12. The format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and ensure that the school can afford the facility and any associated financing costs.

See Attachment 12.

- (3) Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.

Because the school has not raised any funds to support its programming to date and the budget does not include any significant fundraising activity (\$30,000), this question is not applicable to the School. Historically at a Legacy network level, fundraising activities and outcomes have not been a major source of revenues for the Schools. The majority of School's revenues are received from the State of Nevada as DSA funding. However, we anticipate some limited fundraising efforts with corporations, granting organizations, and general unrestricted contributions on an ad hoc basis.



October 10, 2016

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

Mr. Gavin

Legacy Traditional Schools-Nevada Inc. (LTS-Nevada) is formally requesting to submit the Facilities Amendment request. As you know, Bill Bressler spoke with you several weeks ago and discussed changing our location and school name. This letter serves as written notification that LTS-Nevada is changing the following:

- Location: our original location from Erie and Gillespie in Henderson, Nevada to La Madre and Valley in North Las Vegas.
- School Name: changing from Legacy Traditional School-Henderson to Legacy Traditional School-North Valley.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Amanda Pratt'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Amanda Pratt
President, Legacy Traditional Schools-Nevada, Inc.

Notice of Public Meeting

The Governing Board of the Legacy Traditional Schools-Nevada Inc., a public charter school will conduct a public meeting on Friday, September 9, 2016 beginning at 5:30pm at: Hilton Garden Inn Las Vegas Strip South, 7830 S Las Vegas Blvd, Las Vegas, NV 89123; meeting will be held in the Desert Palm Room A. The public is welcome to attend.

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any persons requiring assistance may contact Stephanie Gofas with CFE Management Group at (480)-270-5438 at least five days in advance so that arrangements may be conveniently made.

To obtain a copy of this agenda or meeting minutes via US Postal Service, please contact Stephanie Gofas with CFE Management Group at (480)-270-5438. All Public Comments will be held to a two (2) minute limit at the discretion of the Chairperson.

Attached hereto is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chairperson.

This notice and agenda have been posted on for before 9:00am on the fourth working day before the meeting at the following locations:

1. Enterprise Library 25 E Shelbourne Ave, Las Vegas, NV 89123
2. Windmill Library 7060 W Windmill Ln, Las Vegas, NV 89113
3. Spring Valley Library 4280 S Jones Blvd, Las Vegas, NV 89103
4. Paseo Verde Library 280 S. Green Valley Parkway Henderson, NV 89012
5. Sande Law Group 6077 S. Fort Apache Rd., Ste 130, Las Vegas, NV 89148.
6. State Public Charter School Authority
7. <http://nevada-southvegas.legacytraditional.org/>

Legacy Traditional Schools-Nevada Inc.
Governing Board Meeting Agenda
September, 2016

Meeting Location: Desert Palm Room A-7830 S Las Vegas Blvd, Las Vegas, NV 89123
Call in number 712-432-0490; passcode: 448156

Action may be taken on those items denoted "For Possible Action"

1. Call to order
2. Roll Call (For Possible Action)
3. Public comments and discussion, 2 minute limit
4. Review and Approval of meeting minutes from July 11, 2016 (For Possible Action)
5. CSP Grant Application Update
6. Election of NV PERS Executive Officer (For Possible Action)
7. Review and Approval of Updated School Dismissal Time (For Possible Action)
8. Review and Approval of Cadence Site for 17/18 SY or 18/19 SY (For Possible Action)
9. Review and Approval of North Valley Site for 17/18 SY or 18/19 SY (For Possible Action)
10. Review and Approval of School Name Change from LTS-Henderson to LTS-Cadence (For Possible Action)
11. Review and Approval of Fall Expansion Amendment for 18/19 SY (For Possible Action)
12. Review and Approval of Spring Expansion Amendment (For Possible Action)
13. Review and Approval of Real Estate Project Management Services Agreement for the following sites:
North Las Vegas; Northwest Las Vegas, East Henderson and Summerlin (For Possible Action)
14. Select Q2 meeting date (For Possible Action)
15. Adjournment (For Possible Action)

Notice of Public Meeting

The Governing Board of the Legacy Traditional Schools-Nevada Inc., a public charter school will conduct a public meeting on Monday, October 3, 2016 beginning at 4:30pm via teleconference. The public is welcome to attend.

To obtain a copy of this agenda or meeting minutes via US Postal Service, please contact Stephanie Gofas with CFE Management Group at (480)-270-5438. All Public Comments will be held to a two (2) minute limit at the discretion of the Chairperson.

Attached hereto is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chairperson.

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4. Paseo Verde Library 280 S. Green Valley Parkway Henderson, NV 89012
5. Sande Law Group 6077 S. Fort Apache Rd., Ste 130, Las Vegas, NV 89148.
6. State Public Charter School Authority
7. <http://nevada-southvegas.legacytraditional.org/>

Legacy Traditional Schools-Nevada Inc.
Governing Board Meeting Agenda
October 3, 2016

Meeting will be conducted via teleconference, call in number 712-432-0490; passcode: 448156

Action may be taken on those items denoted "For Possible Action"

1. Call to order
2. Roll Call (For Possible Action)
3. Public comments and discussion
4. Announcement: Resignation of President Daniel Stewart
5. Election of Board President (For Possible Action)
6. Review and Approval of meeting minutes from September 9, 2016 (For Possible Action)
7. Review and Approval of NV Bond Authorizing Resolution (For Possible Action)
8. Review and Approval of NV Bond Reimbursement Resolution (For Possible Action)
9. Review and Approval of School Name LTS-North Valley (For Possible Action)
10. Adjournment (For Possible Action)

Legacy Traditional Schools-Nevada Inc.
Governing Board Meeting Minutes
September 9, 2016

Meeting Location: Desert Palm Room A-7830 S Las Vegas Blvd, Las Vegas, NV 89123
Call in number 712-432-0490; passcode: 448156

Action may be taken on those items denoted "For Possible Action"

1. Call to order

Amanda Pratt called the meeting to order at 5:30pm.

2. Roll Call (For Possible Action)

Stephanie Gofas called rolled, members present: Amanda Pratt, Melissa Woodbury (via teleconference) and Jennifer Carney (via teleconference). Members absent: Daniel Stewart and Tiffany Thomas. A quorum of three members was determined. Also present were Bill Bressler, Stephanie Gofas and Brandon Jones (via teleconference) from CFE Management Group.

3. Public comments and discussion

No members of the public requested to address the board.

4. Review and Approval of meeting minutes from July, 11, 2016 (For Possible Action)

Member Pratt opened the floor to the board members to address any questions they may have; no questions.

Member Carney moved to approve the minutes from the July, 11, 2016 board meeting; Member Woodbury seconded the motion. Motion carried unanimously.

5. CSP Grant Application Update

Member Pratt invited Bill Bressler to provide an update regarding the CSP Grant; Bill Bressler advised the board members that there were three start-up grants awarded, LTS-Nevada was not one of them. Mr. Bressler also informed the board that information has not been provided to the schools who applied for the start-up grant as to why they did not meet the criteria. Mr. Bressler will provide an update to the board once the information is received.

6. Election of NV PERS Executive Officer (For Possible Action)

Member Pratt invited Bill Bressler to present information regarding the need for a NV PERS Executive Officer. Mr. Bressler advised the board that in order to submit our NV PERS application they will need to elect a Chief Administrative Officer (CAO). Mr. Bressler suggested nominating Teresa Tate, the Chief

Operations Officer who currently oversees the HR and Benefits departments as the CAO. Once the board has hired a principal for the school they would then become the CAO. In this role, the CAO is responsible for the administration of the System in accordance with the Nevada Revised Statutes, Retirement System Policies, and directives approved by the Board. They will have oversight and approval authority on certain distributions, applications, disability retirement.

Member Pratt opened the floor to the board for questions; no questions.

Member Carney moved to elect Teresa Tate as the CAO for the NV PERS; Member Woodbury seconded the motion. Motion carried unanimously.

7. Review and Approval of Updated School Dismissal Time (For Possible Action)

Member Pratt invited Bill Bressler to present information regarding the change in school dismissal time. Mr. Bressler provided information to the board about changing the start and dismissal time for the Junior High, from 7:50am to 2:40pm to 8:00am to 2:55pm.

Member Pratt opened the floor to the board for questions; no questions.

Member Carney moved to approve the updated school dismissal time; Member Woodbury seconded the motion. Motion carried unanimously.

8. Review and Approval of Cadence Site for 17/18 SY or 18/19 SY (For Possible Action)

Member Pratt invited Bill Bressler to present information regarding the Cadence site. Mr. Bressler provided the board with information regarding the Cadence site. He advised that there is an opportunity to potentially open a school in this area for the 17/18 SY however if the land deal does not fall into place in a timely manner, the board could approve to move forward with the site for the 18/19 SY. Mr. Bressler also mention that if the land deal does not fall into place for the 17/18 SY we would stay on course and move with the North Las Vegas Site for the 17/18 SY.

Member Pratt opened the floor to the board for questions; no questions.

Member Carney moved to approve the Cadence Site for 17/18 SY or 18/19 SY; Member Woodbury seconded the motion. Motion carried unanimously.

9. Review and Approval of North Valley Site for 17/18 SY or 18/19 SY (For Possible Action)

Member Pratt invited Bill Bressler to present information regarding the North Valley site. Mr. Bressler mentioned as discussed in the prior agenda item, we are looking to obtain board approval to move forward with the North Valley site for either the 17/18 SY or 18/19 SY contingent on the outcome of the Cadence land deal.

Member Carney moved to approve the North Valley Site for 17/18 SY or 18/19 SY; Member Woodbury seconded the motion. Motion carried unanimously.

10. Review and Approval of School Name Change from LTS-Henderson to LTS-Cadence (For Possible Action)

Member Pratt invited Bill Bressler to provide information regarding the school name change from LTS-Henderson to LTS-Cadence. Mr. Bressler discussed potentially having to change the name of the school from LTS-Henderson to LTS-Cadence; this is contingent on the Cadence land deal for the 17/18 SY.

Member Carney moved to approve the name change from LTS-Henderson to LTS-Cadence; Member Woodbury seconded the motion. Motion carried unanimously.

11. Review and Approval of Fall Expansion Amendment for 18/19 SY (For Possible Action)

Member Pratt invited Bill Bressler to present information to the board about obtaining board approval to move forward with applying for the Fall Expansion Amendment for the 18/19 SY, if board approval received we will apply for either Cadence or North Valley.

Member Carney moved to approve the Fall Expansion Amendment for 18/19 SY; Member Woodbury seconded the motion. Motion carried unanimously.

12. Review and Approval of Spring Expansion Amendment (For Possible Action)

Member Pratt invited Brandon Jones via telephone to present information regarding potential school site for the Spring Expansion Amendment. Mr. Jones provided the board with site and demographic information on the following sites: Henderson/South Las Vegas, Southwest Valley, North Las Vegas and Summerlin area. Mr. Jones advised the board that as additional information is received he will keep them informed regarding the sites discussed.

Member Carney moved to approve the Spring Expansion Amendment; Member Woodbury seconded the motion. Motion carried unanimously.

13. Review and Approval of Real Estate Project Management Services Agreement for the following sites: North Las Vegas; Northwest Las Vegas, East Henderson and Summerlin (For Possible Action)

Member Pratt invited Brandon Jones via telephone to provide the board with information regarding the Real Estate Project Management Services Agreement for the following sites: North Las Vegas, Northwest Las Vegas, East Henderson and Summerlin.

Member Pratt opened the floor to the board for questions; no questions.

Member Carney moved to approve the Real Estate Project Management Services Agreement for the following sites: North Las Vegas; Northwest Las Vegas, East Henderson and Summerlin; Member Woodbury seconded the motion. Motion carried unanimously.

14. Select Q 2 meeting date (For Possible Action)

Member Pratt opened the floor for the board to discuss a Q2 board meeting date. Member Pratt suggested postponing the Q2 meeting at this time. Stephanie Gofas will reach out to all board members regarding their availability and determine next board meeting date for Q2.

Member Woodbury moved to set Q2 board meeting date as TBD; Member Carney seconded the motion. Motion carried unanimously.

15. Adjournment (For Possible Action)

Member Pratt moved to adjourn the meeting; Member Woodbury seconded the motion. Motion carried unanimously.

Meeting adjourned at 6:05pm

Legacy Traditional Schools-Nevada Inc.
Governing Board Meeting Minutes
October 3, 2016

Meeting will be conducted via teleconference, call in number 712-432-0490; passcode: 448156

Action may be taken on those items denoted "For Possible Action"

1. Call to order

Amanda Pratt called the meeting to order at 4:36pm.

2. Roll Call (For Possible Action)

Stephanie Gofas called rolled, members present via teleconference: Amanda Pratt, Melissa Woodbury, Jennifer Carney and Tiffany Thomas. A quorum of three members was determined. Also present were Stephanie Gofas and Corey Kennedy via teleconference from CFE Management Group.

3. Public comments and discussion

No members of the public requested to address the board.

4. Announcement: Resignation of President Daniel Stewart

Member Pratt announced the resignation of Daniel Stewart, Board President as of October 2, 2016. Governor Brian Sandoval has appointed Daniel as his General Counsel. This is a magnificent opportunity the Stewart family. They are currently in the process of moving from Henderson to Reno. Unfortunately, due to this new conflict, Board President, Daniel Stewart will be resigning from the Board.

5. Election of Board President (For Possible Action)

Member Pratt opened the floor to the board members to discuss nominations amongst the current board members to fill the board's current vacancy as a result of Daniel Stewart's resignation. The role of board president must be filled. Discussion took place amongst the board members.

Member Thomas motioned to elect Amanda Pratt as the new LTS-Nevada board president; Member Carney seconded the motion. Motion carried unanimously.

6. Review and Approval of meeting minutes from September 9, 2016 (For Possible Action)

Member Pratt opened the floor to the board members to address any questions they may have; no questions.

Member Carney moved to approve the minutes from the September 9, 2016 board meeting; Member Thomas seconded the motion. Motion carried unanimously.

7. Review and Approval of NV Bond Authorizing Resolution (For Possible Action)

Member Pratt invited Corey Kennedy CFO and treasurer to present the authorizing resolutions for future bond financing.

Mr. Kennedy presented the authorizing resolutions and reimbursement resolutions.

Member Pratt opened the floor to the board for questions; no questions.

Member Pratt asked the board to make a motion.

Member Carney moved to approve the NV bond authorizing resolution; Member Thomas seconded the motion. Motion carried unanimously.

8. Review and Approval of NV Bond Reimbursement Resolution (For Possible Action)

Mr. Kennedy presented information regarding the NV bond reimbursement resolutions during his presentation of the authorizing resolutions in the agenda item above.

Member Carney moved to approve the NV bond reimbursement resolution; Member Thomas seconded the motion. Motion carried unanimously.

9. Review and Approval of School Name LTS-North Valley (For Possible Action)

Member Pratt invited Stephanie Gofas to present information regarding the school name change to LTS-North Valley. Mrs. Gofas advised the board that the school site we will be pursuing for the 17/18 SY is located in North Las Vegas. The thought was to name the school North Valley in lieu of North Las Vegas.

Member Pratt opened the floor to the board for questions; no questions.

Member Thomas moved to approve the school name change to LTS-North Valley; Member Carney seconded the motion. Motion carried unanimously.

10. Adjournment (For Possible Action)

Member Pratt moved to adjourn the meeting; Member Carney seconded the motion. Motion carried unanimously.

Meeting adjourned at 4:46pm

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

MAP LEGEND

PARCEL BOUNDARY

SUB BOUNDARY

PM/LD BOUNDARY

ROAD EASEMENT

MATCH / LEADER LINE

HISTORIC LOT LINE

HISTORIC SUB BOUNDARY

HISTORIC PM/LD BOUNDARY

SECTION LINE

CONDOMINIUM UNIT

AIR SPACE PCL

RIGHT OF WAY PCL

SUB-SURFACE PCL

001

ROAD PARCEL NUMBER

001

PARCEL NUMBER

1.00

ACREAGE

202

PARCEL SUB/SEQ NUMBER

PB 24-45

PLAT RECORDING NUMBER

5

BLOCK NUMBER

5

LOT NUMBER

GL5

GOV. LOT NUMBER

BOOK

T19S R61E

SEC.

31

MAP

N 2 SE 4

124-31-7

125

124

138

139

Scale: 1" = 200'

Rev: 9/17/2013

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CLARK COUNTY

ASSESSOR

NEVADA

USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

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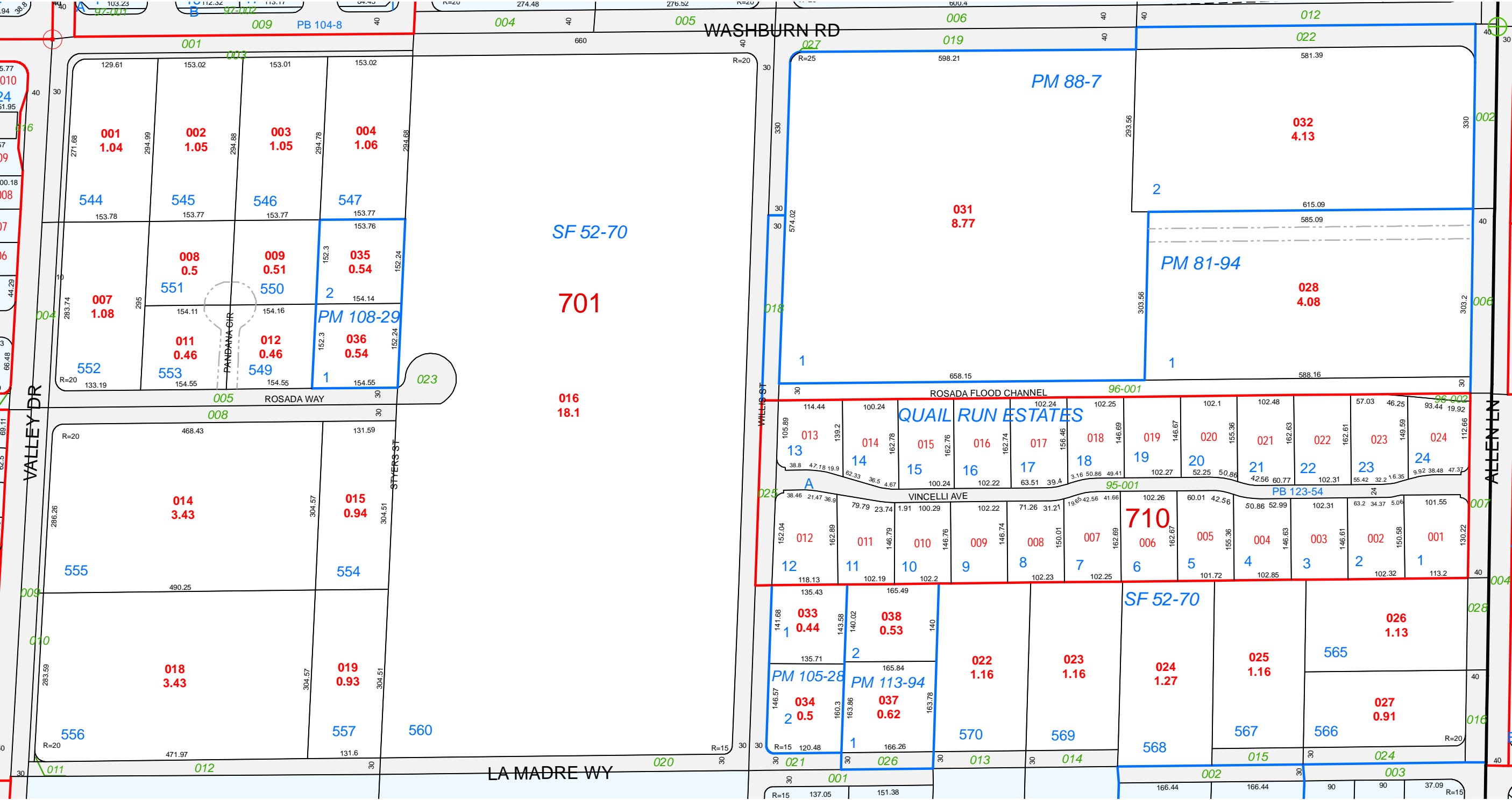
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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "**Agreement**") is made and entered into as of July 15th, 2016, by and between LA MADRE VALLEY, LLC, a Nevada limited liability company ("**Seller**"), and PROVESTUS DEVELOPMENT SOLUTIONS, LLC, an Arizona limited liability company ("**Buyer**").

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

1. **Property.** Seller agrees to sell, and Buyer agrees to buy, in accordance with the terms of this Agreement, that certain real property containing approximately 8.73 acres which is depicted on Exhibit "A" attached hereto, together with all improvements situated thereon and all rights, easements and appurtenances now or hereafter relating thereto (collectively, the "**Property**"). Upon Buyer obtaining a survey for the Property acceptable to Buyer (the "**Survey**"), the legal description of the Property as set forth in the Survey will be used for the conveyance of the Property by Seller to Buyer.

2. **Purchase Price.** The purchase price ("**Purchase Price**") for the Property will be an amount equal to One Million Two Hundred Thirty-Six Thousand and No/100ths Dollars (\$1,236,000.00). The Purchase Price will be payable by Buyer as follows:

(a) **Initial Earnest Money.** Within five (5) business days after the Opening of Escrow (as hereinafter defined), Buyer will deliver Twenty-Five Thousand and No/100ths Dollars (\$25,000.00) to First American Title Insurance Company, Attn: Cheri Brady, 2425 East Camelback Road, Suite 300, Phoenix, Arizona 85016 ("**Escrow Agent**").

(b) **Additional Earnest Money.** If Buyer does not elect to terminate this Agreement during the Feasibility Period, Buyer will deliver an additional Twenty-Five Thousand and No/100ths Dollars (\$25,000.00) (the "**Additional Earnest Money**") to Escrow Agent on or before the end of the Feasibility Period.

(c) **Balance of Purchase Price.** Buyer will deliver the balance of the Purchase Price to Escrow Agent on or before the Closing in cash or immediately available funds.

As consideration given by Buyer to Seller for Seller's execution of this Agreement, One Hundred Dollars (\$100.00) of such funds (the "**Fair Consideration**") will be paid by Escrow Agent to Seller at such time as Escrow Agent is required to return the Earnest Money (as defined below) to Buyer (or at the Closing if Escrow Agent has not previously returned the Earnest Money to Buyer). For purposes of this Agreement, the term "**Earnest Money**" means the amount paid by Buyer to Escrow Agent as provided above in this paragraph (and any Earnest Money paid by Buyer to Seller pursuant to other provisions of this Agreement) less the Fair Consideration. Interest on the Earnest Money will constitute a part of the Earnest Money and will be paid to the party entitled to the Earnest Money under the terms of this Agreement. Except as otherwise provided in this Agreement, the Earnest Money will become non-refundable upon the expiration of the Feasibility Period.

3. Property Documents. Within ten (10) days after the Opening of Escrow, Seller will deliver to Buyer copies of all agreements, contracts, warranties, permits, approvals, plans, specifications, certificates, surveys, engineering reports (including, without limitation, any environmental or geotechnical reports), improvement plans, utility plans, architectural plans and elevations, development and marketing studies, and similar written instruments or documents relating to the Property in Seller's possession (collectively, the "**Property Documents**").

4. Feasibility Period. During the period commencing on the Opening of Escrow and ending on November 21, 2016 (the "**Feasibility Period**"), Buyer may complete its document review, inspection of the Property and feasibility analysis. Buyer's examination and approval of the Property includes, but is not limited to, the following due diligence items: Buyer's ability to obtain entitlements to develop a charter school; Buyer's review of building plans, surveys, engineering plans, property environmental (Phase I) and possible Phase II, drainage topography and other reports, including property appraisal (all reports to be commissioned and paid for by Buyer); Buyer's review and approval of initial infrastructure budget based on location and capacity of utilities to service Property; Buyer's ability to merge the existing legal lots which comprise the Property so that the Property will consist of one unified legal parcel (the "**Lot Merger**"), provided that all costs and expenses for the Lot Merger must be paid by Buyer; and analysis of required rights of way to be improved. Seller will cooperate with Buyer in Buyer's attempts to obtain all approvals and variances, which will include, without limitation, signing any applications or other documents necessary to apply for or obtain any approvals or variances and the Lot Merger. If Buyer determines, in its sole and unfettered discretion, that the Property is not suitable for Buyer's acquisition and development, Buyer may terminate this Agreement by giving written notice of termination to Seller on or before the expiration of the Feasibility Period. If this Agreement is terminated pursuant to this Section, Escrow Agent will return the Earnest Money to Buyer not later than the second business day after such termination and the parties will be released from further liability hereunder. If Buyer or its consultants enter the Property to perform tests, they must carry insurance with a minimum limit of at least \$1,000,000.00.

5. Title and Survey Review.

(a) Title Documents. Upon the Opening of Escrow, Escrow Agent will provide Buyer with a title commitment (the "**Title Commitment**") leading to the issuance of an ALTA Extended Coverage Owner's Policy of Title Insurance insuring fee simple title in Buyer in the amount of the Purchase Price (the "**Owner's Policy**"), together with legible copies of all documents listed therein (the "**Exception Documents**"). The Title Commitment, the Exception Documents and the Survey are herein referred to collectively as the "**Title Documents**". If the Title Documents reflect encumbrances or other conditions not acceptable to Buyer ("**Defects**") and Buyer notifies Seller of same in writing within sixty (60) days after its receipt of the Title Documents, then within ten (10) days after Seller's receipt of Buyer's notification of the Defects, Seller will notify Buyer which Defects Seller will cure prior to the Closing and which Defects Seller will not cure prior to the Closing (herein called a "**Seller's Notice**"). If Seller's Notice specifies Defects which will not be cured by Seller prior to the Closing, then Buyer may, within ten (10) days after receipt of Seller's Notice, accept the Defects (in which event such Defects will constitute "**Permitted Encumbrances**" hereunder) or Buyer may terminate this Agreement, in which event Escrow Agent will return the Earnest Money to Buyer not later than the second business day after such termination and the parties will be released from further liability hereunder.

If Buyer does not timely receive Seller's Notice, Seller will be obligated to remove all Defects on or before the Closing. The premium for the title insurance will be paid for as provided in Section 11(a) below.

(b) Supplemental Title Reports. If any supplemental title commitment or report or other notice from Escrow Agent ("**Supplemental Report**") shall reflect encumbrances or other conditions not reflected in the original Title Documents and not acceptable to Buyer ("**Supplemental Defects**") and Buyer notifies Seller of same in writing within fifteen (15) days after its receipt of the Supplemental Report, then within ten (10) days after Seller's receipt of Buyer's notification of the Supplemental Defects (but not later than the Closing), Seller will notify Buyer which Supplemental Defects Seller will cure prior to the Closing and which Supplemental Defects Seller will not cure prior to the Closing (herein called a "**Seller's Notice**"). If any Seller's Notice relating to Supplemental Defects specifies Supplemental Defects which will not be cured by Seller prior to the Closing, then Buyer may, within ten (10) days after receipt of such Seller's Notice, accept the Supplemental Defects (in which event such Supplemental Defects will constitute Permitted Encumbrances hereunder) or Buyer may terminate this Agreement, in which event Escrow Agent will return the Earnest Money to Buyer not later than the second business day after such termination and the parties will be released from further liability hereunder. If Buyer does not timely receive a Seller's Notice for any Supplemental Defects, Seller shall be obligated to remove such Supplemental Defects on or before the Closing.

(c) Other Title Matters. All matters referenced in Schedule B (or similar schedule) of the Title Commitment or in any Supplemental Report which are not Defects or Supplemental Defects shall be "**Permitted Encumbrances**" hereunder. On or before the Closing, Seller will provide Escrow Agent with all necessary documentation for the removal or release of all title exceptions for tenants or parties in possession (or similar exceptions), liens or encumbrances securing loans or evidencing security interests, mechanics', materialmen's, contractors', or professional services liens (or similar exceptions), judgment liens, and monetary liens, and, notwithstanding anything to the contrary contained in this Agreement, title exceptions for any of the foregoing will not be Permitted Encumbrances. Seller will not cause or permit any additional liens, encumbrances or other matters to be recorded against title to the Property after the effective date of the Title Commitment.

6. Conditions to Closing. Buyer's obligation to purchase the Property is expressly conditioned on the following:

(a) Representations and Warranties True. Seller's representations and warranties contained herein shall be materially true and accurate.

(b) No Adverse Effect. There will be no litigation, governmental proceeding, action, or violation of law existing, pending or threatened which, after the Closing, could materially adversely affect the value of the Property or the ability of Buyer to operate the Property for Buyer's intended use.

(c) No Default by Seller. Seller will not be in default of this Agreement.

(d) Lot Merger. The Lot Merger will have been completed.

(e) Issuance of Owner's Policy. Escrow Agent will be irrevocably and unconditionally committed to issue the Owner's Policy to Buyer.

The foregoing conditions are for the sole benefit of Buyer and shall not constitute obligations of Buyer. If any of such conditions are not satisfied on the Closing Date, Buyer may terminate this Agreement by giving written notice of termination to Seller, in which event Escrow Agent will return the Earnest Money to Buyer not later than the second business day after such termination and the parties will be released from further liability hereunder (provided that if Seller is in default hereunder, Seller will not be released from liability hereunder).

7. Restrictive Covenant. If Seller or its owners, principals, members or affiliates own any real property located within one (1) mile of the Property ("**Restricted Property**"), Seller will not permit any portion of the Restricted Property to be used as a pre-school, an elementary school, or a high school

8. Transfer of Title. If the Lot Merger has been completed by Buyer prior to the Closing, Seller will execute the documents necessary to complete same and will allow such documents to be recorded prior to the Closing. At the Closing, Seller will convey good and marketable title to the Property to Buyer by a Grant, Bargain, Sale Deed in the form of Exhibit "B" attached hereto (the "**Deed**"), free, clear and unencumbered of all tenancies and parties in possession.

9. Closing Date. The closing of the transaction contemplated by this Agreement (the "**Closing**") will occur on December 12, 2016 (the "**Closing Date**"). Buyer may elect for the Closing to occur prior to such scheduled date by giving at least ten (10) days prior notice of such election to Seller. Buyer may extend the Closing Date for up to two additional thirty (30) day periods. Buyer may exercise its first extension of the Closing Date by delivering to Escrow Agent, on or before November 21, 2016, the amount of \$10,000.00 for such extension, which amount will constitute a portion of the Earnest Money and will apply to the Purchase Price at the Closing. Buyer may exercise its second extension of the Closing Date by delivering to Escrow Agent, on or before December 21, 2016, the amount of \$10,000.00 for such extension, which amount will constitute a portion of the Earnest Money but will not apply to the Purchase Price at the Closing.

10. Closing Documents. On or before the Closing, Seller will execute and deposit the following documents with Escrow Agent for delivery to Buyer at the Closing: (a) the Deed; (b) a General Assignment and Bill of Sale in the form of Exhibit "C" attached hereto; (c) a Non-Foreign Person Affidavit in form reasonably acceptable to Buyer; (d) such documents as may be required by Escrow Agent evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property; and (e) such other assignments or instruments that are necessary for Seller to convey title to the Property and the Property Documents to Buyer. On or before the Closing, Buyer will deposit the balance of the Purchase Price with Escrow Agent for delivery to Seller at the Closing. All documents must be deposited by the applicable parties with Escrow Agent in sufficient time to permit Escrow Agent to close the escrow on the Closing Date.

11. Closing Costs and Prorations. The following are to be apportioned as of the Closing and charged or paid to Seller or Buyer, as applicable, with Buyer being deemed to be the owner of the Property on the date of the Closing:

(a) Apportionments. Seller will pay (i) one-half of all transfer taxes, (ii) the portion of the premium for the Owner's Policy attributable to standard coverage, and (iii) one-half of Escrow Agent's escrow fee. Buyer will pay (i) one-half of all transfer taxes, (ii) one-half of Escrow Agent's escrow fee, (iii) recording fees with respect to the Deed, and (iv) the portion of the premium for the Owner's Policy attributable to extended coverage and the cost of any title endorsements Buyer may request. Real property taxes and general assessments ("**Property Taxes**") will be prorated as of the Closing, with Seller paying the portion of Property Taxes that accrue with respect to the period prior to the Closing (including any taxes that become due as the result of a reassessment or reallocation of taxes) and Buyer paying the portion of Property Taxes that accrue with respect to the period on and after the Closing. Seller will pay all special assessments in full at the Closing. If the Property is not a separately assessed tax parcel at the Closing, the allocation of Property Taxes to the Property will be determined by multiplying the amount shown on the tax statement for the tax parcel (the "**Tax Parcel**") of which the Property is a part (excluding any portion of Property Taxes for improvements) by a fraction, the numerator of which is the gross square footage of the Property and the denominator of which is the gross square footage of the Tax Parcel.

(b) Post-Closing Reconciliation. If any of the apportionments or prorations required above cannot be calculated accurately at the Closing or are miscalculated, then they shall be calculated or recalculated as soon as possible after the Closing. Either party owing the other party a sum of money based on such subsequent apportionments or prorations shall promptly pay said sum to the other party within ten (10) days after receipt of an invoice therefor. There shall be no further adjustments of such apportionments or prorations after the Closing.

12. Damage or Condemnation. If, prior to the Closing, all or any portion of the Property is damaged or destroyed by casualty or becomes the subject of any pending or threatened eminent domain proceeding (or any transfer in lieu thereof has occurred), then Buyer may terminate this Agreement by giving written notice of termination to Seller, in which event Escrow Agent will return the Earnest Money to Buyer not later than the second business day after such termination and the parties will be released from further liability hereunder.

13. Seller's Covenants.

(a) Maintenance. From and after the date of Seller's execution of this Agreement until the Closing, Seller will maintain the Property in the same manner as before the date of this Agreement.

(b) Notice of Certain Events. From and after the date of Seller's execution of this Agreement until the Closing, Seller will promptly notify Buyer, prior to the Closing, of any condemnation, environmental, zoning or other land-use regulation proceedings, notices of violations of laws relating to the Property, or litigation relating to the Property of which Seller obtains knowledge.

(c) Insurance. From and after the date of Seller's execution of this Agreement until the Closing, Seller will maintain, at Seller's expense, all policies of insurance currently in effect with respect to the Property.

14. Representations and Warranties. Seller hereby represents and warrants to Buyer the following:

(a) Agreements. Seller has not entered into any contract, operating arrangement, lease, or other agreement relating to the Property which will remain in effect after the Closing, and Seller is not in default under any of the foregoing. There are currently no defaults under any existing agreement for sale, note, indebtedness, indenture, loan agreement, deed of trust, mortgage, assignment of rents or security agreement in any manner pertaining to the Property.

(b) No Litigation. To the best of Seller's knowledge, there is no litigation or claim, threatened or pending, with respect to the Property.

(c) No Government Actions or Litigation. Seller has no knowledge of any planned public improvements that will result in special assessments against the Property, nor any pending or threatened condemnation proceedings or zoning or other land use regulation proceedings relating to the Property. Seller has not received any notices from governmental agencies requiring alterations or corrections of any existing conditions at the Property.

(d) Hazardous Materials. To the best of Seller's knowledge, there has been no and there currently is no generation, location, transportation, storage, treatment, discharge, disposal or release upon, in or under the Property of any Hazardous Materials subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Super-fund Amendments and Reauthorization Act of 1986), or any other applicable State or Federal environmental protection law or regulation. The term "Hazardous Materials" shall mean any hazardous, toxic or contaminated substance, material or waste which is or becomes regulated by any local governmental authority, the State in which the Property is located or the United States Government, including, without limitation, (a) substances defined as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601, et. seq.) and/or the Hazardous Materials Transportation Act (49 USC Section 1801, et. seq.), and (b) those substances defined as any of the foregoing in the regulations adopted and publications promulgated pursuant to the aforesaid laws. There are no underground storage tanks located at the Property.

(e) No Flood Hazards. No portion of the Property is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards; no areas within the Property must be set aside for retention, "green belt", open space or drainage, or for a park, school or other use required by any governmental entity, and no portion of the Property is included in or subject to any existing or proposed improvement district.

(f) No Omissions. No representation or warranty made herein by Seller, nor any statement, information or document given or to be given to Buyer pursuant hereto, contains or

will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

The matters set forth in this Section constitute representations and warranties by Seller which will be materially true and correct as of the date hereof and on the date of the Closing and which will survive the Closing. If Seller becomes aware of any facts or circumstances which cause any of such representations and warranties to become materially false or incorrect, Seller will promptly notify Buyer of same. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any claims, actions, costs, fees, expenses, damages, obligations, penalties, fines and liabilities (including, without limitation, attorneys' fees and costs), arising out of or relating to any breach by Seller of its representations, warranties or covenants contained in this Agreement.

15. Remedies.

(a) Seller's Remedies. If Buyer fails to deposit the remainder of the Purchase Price in accordance with the terms of this Agreement, or to timely close escrow as required hereunder, Seller shall be entitled, as Seller's sole and exclusive right and remedy hereunder, to terminate this Agreement by giving written notice of termination to Buyer, in which event Seller shall retain the Earnest Money as liquidated damages and as consideration for acceptance of this Agreement.

(b) Buyer's Remedies. Upon a breach or default by Seller hereunder, Buyer shall be entitled to exercise any one or more of the following remedies: (i) terminate this Agreement, in which event Escrow Agent will return the Earnest Money to Buyer not later than the second business day after such termination; (ii) seek specific performance of Seller's obligations hereunder; or (iii) take any other action or remedy available to Buyer at law or in equity. The foregoing remedies of Buyer are cumulative and are not intended to be exclusive.

16. Brokerage Commission. Seller and Buyer each warrant that, except for the commissions payable to Brass Cap Brokerage, LLC (the "**Broker**"), no broker or finder can properly claim a right to a commission, fee or other compensation based upon contacts between said claimant and the warranting party relating to the Property. At the Closing, Seller will pay a commission to Broker in an amount equal to three percent (3%) of the Purchase Price. Seller shall indemnify, defend and hold Buyer harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a commission, fee or other compensation by any person claiming a contact with Seller. Buyer shall indemnify, defend and hold Seller harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a commission, fee or other compensation by any person claiming a contact with Buyer (other than Broker). Seller and Buyer acknowledge that Seller and/or Seller's principals are (or may be) licensed real estate brokers or salespersons in the State of Nevada.

17. Notices. All notices, demands and requests under this Agreement must be in writing, and will not be effective unless given by prepaid registered or certified mail, return receipt requested, by nationally recognized commercial overnight courier service, by hand-delivery with a signed acknowledgement of receipt by the receiving party, by email (if an email address is listed

below), or by confirmed facsimile transmittal (if a facsimile number is listed below), addressed as follows:

(a) If addressed to Seller:

La Madre Valley, LLC
Attn: Khushrow Roohani
9500 Hillwood Drive, Suite 201
Las Vegas, Nevada 89134
Email: kroohani@gmail.com
Facsimile No. (702) 823-4471

(b) If addressed to Buyer:

Provestus Development Solutions, LLC
Attn: Brandon Jones
3201 South Gilbert Road, Building A
Chandler, Arizona 85286
Email: brandon@provestus.com

with a copy to:

Provestus Development Solutions, LLC
Attn: Matt Werner
3201 South Gilbert Road, Building A
Chandler, Arizona 85286
Email: matt@provestus.com

with a copy to:

Terry Warren
Warren Charter Law, PLC
7702 East Doubletree Ranch Road
Suite 300
Scottsdale, Arizona 85258
Email: twarren@warrencharterlaw.com

Any party may change its address, email address or facsimile number by giving written notice of such change to all other parties. The effective date of all notices shall be the date of receipt by the party to whom the notice is addressed or, if receipt of such notice is not accepted or is not possible due to a change in address, email address or facsimile number for which the sending party did not receive notice, the effective date of such a notice shall be the date of mailing such notice, if mailed, the date of delivery to a courier service, if delivered by courier, the date of attempted delivery, if hand-delivered, the date of the attempted email transmittal, if delivered by email, or the date of the attempted facsimile transmittal, if delivered by facsimile.

18. Miscellaneous.

(a) Additional Documents. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

(b) Time for Performance. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

(c) Entry. At any time prior to the Closing, Buyer and its designated agents and contractors will have the right to enter upon the Property to conduct surveys, soils tests, investigations and studies.

(d) Risk of Loss. The risk of loss or damage to the Property until the Closing shall be borne by Seller.

(e) Time of Essence. Time is of the essence of each and every provision and each obligation of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

(g) Survival. All obligations referred to herein to be performed at a time or times after the Closing and all warranties and representations contained herein shall survive the Closing and delivery of the Deed.

(h) Entire Agreement. This Agreement constitutes the entire agreement between the parties. All terms and conditions contained in any other instruments previously executed by the parties in connection with the Property are superseded hereby and merged herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns. Buyer may assign its rights under this Agreement without the prior consent of Seller.

(i) Attorneys' Fees. If suit is brought by any party to this Agreement to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses and court costs.

19. Exhibits. The following exhibits are attached hereto are incorporated herein by this reference:

- Exhibit "A" - Description of Property
- Exhibit "B" - Grant, Bargain, Sale Deed
- Exhibit "C" - General Assignment and Bill of Sale

20. Signage. Prior to the expiration of the Feasibility Period, Buyer and Seller shall agree upon the size and location for Buyer's pre-development signage announcing the planned public charter school. Buyer will not install this signage under after the end of the Feasibility Period.

21. Confidentiality. Seller will keep all information obtained from Buyer or the proposed transaction confidential and will not disclose any such confidential information to any other person or entity without first obtaining the prior written consent of Buyer.

(signatures appear on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Seller:

LA MADRE VALLEY, LLC, a Nevada limited liability company

By: 

Khushrow R. Roohani
Its: ~~Manager~~

Buyer:

PROVESTUS DEVELOPMENT SOLUTIONS, LLC, an Arizona limited liability company

By: 

Its: Manager

ACCEPTANCE BY ESCROW AGENT

The undersigned hereby accepts this Agreement and agrees to act as Escrow Agent hereunder. Escrow Agent received a fully-executed copy of this Agreement on the 15th day of July, 2016, which date will be the "Opening of Escrow".

Escrow Agent:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Its: Escrow Officer

EXHIBIT "B"

A.P.N.:
R.P.T.T.:

Record at the Request of:

Mail tax bill to and
When recorded mail to:

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, that _____, for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to _____, all that real property situated in the County of _____, State of Nevada, bounded and described as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A".**

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any.
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining.

[Signature(s) on following page.]

DATED this _____ day of _____, 20____.

Grantor:

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of
_____, on behalf of the _____.

Notary Public

My Commission Expires:

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EXHIBIT "C"GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (the "Assignment") is made this _____ day of _____, by _____, a _____ ("Assignor"), for the benefit of _____, a _____, ("Assignee"), with reference to the facts set forth below.

RECITALS:

A. Assignee has of even date herewith acquired title to that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference and all improvements located thereon (the "Property").

B. In connection with the conveyance of the Property by Assignor to Assignee, Assignor and Assignee intend that certain rights, as hereinafter set forth, shall be transferred by Assignor to Assignee.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's interest in and to all warranties, permits, approvals, plans, specifications, certificates, surveys, reports, improvement plans, utility plans, and engineering and soils reports relating to the Property.

2. Assignor hereby assigns and transfers to Assignee all of Assignor's interest as the declarant or approving party (and all similar rights) under any recorded restrictions or other instruments affecting the Property.

3. Assignor hereby sells and conveys to Assignee all of Assignor's interest in and to all personal property located at or used in connection with the Property.

4. This Assignment shall be binding upon an inure to the benefit of Assignor and Assignee and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this General Assignment and Bill of Sale as of the day and year first set forth above.

Assignor:

By: _____

Its: _____

Attachment 6- NAC 386.3265

We have retained a highly respected team of Nevada consultants (engineer, architect and GC) to design and construct the facility as shown in the attached plans.

As part of our agreements with the Nevada consultants (SH Architecture, Kimley-Horn Engineers and Burke Construction), they will comply with NAC 386.3265.

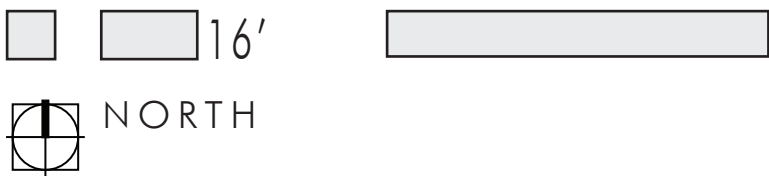
Please see the attached floor plan.

PLAN DATA

BUILDING AREA:		
PROVIDED		
LEVEL 1		49,386 SF
LEVEL 2		34,258 SF
TOTAL SF:		83,644 SF
BUILDING USE:		
OCCUPANCY TYPE:	E-EDUCATIONAL	
NUMBER OF STORIES:		
ALLOWED		2
PROVIDED		2



FLOOR PLAN - FIRST FLOOR



LEGACY CHARTER SCHOOL
NORTH LAS VEGAS, NEVADA

ZONING

DATE: 08.01.2016

SHEET: 4 OF 3

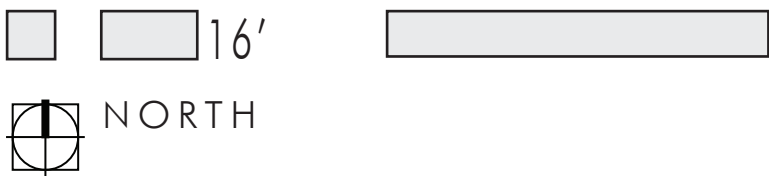
SH PROJECT NO.: 160121

PLAN DATA

BUILDING AREA:		
PROVIDED		
LEVEL 1		49,386 SF
LEVEL 2		34,258 SF
TOTAL SF:		83,644 SF
BUILDING USE:		
OCCUPANCY TYPE:	E-EDUCATIONAL	
NUMBER OF STORIES:		
ALLOWED		2
PROVIDED		2



FLOOR PLAN - SECOND FLOOR



LEGACY CHARTER SCHOOL
NORTH LAS VEGAS, NEVADA

ZONING

DATE: 08.01.2016

SHEET: 5 OF 3

SH PROJECT NO.: 160121

Attachment 7: Current Owner

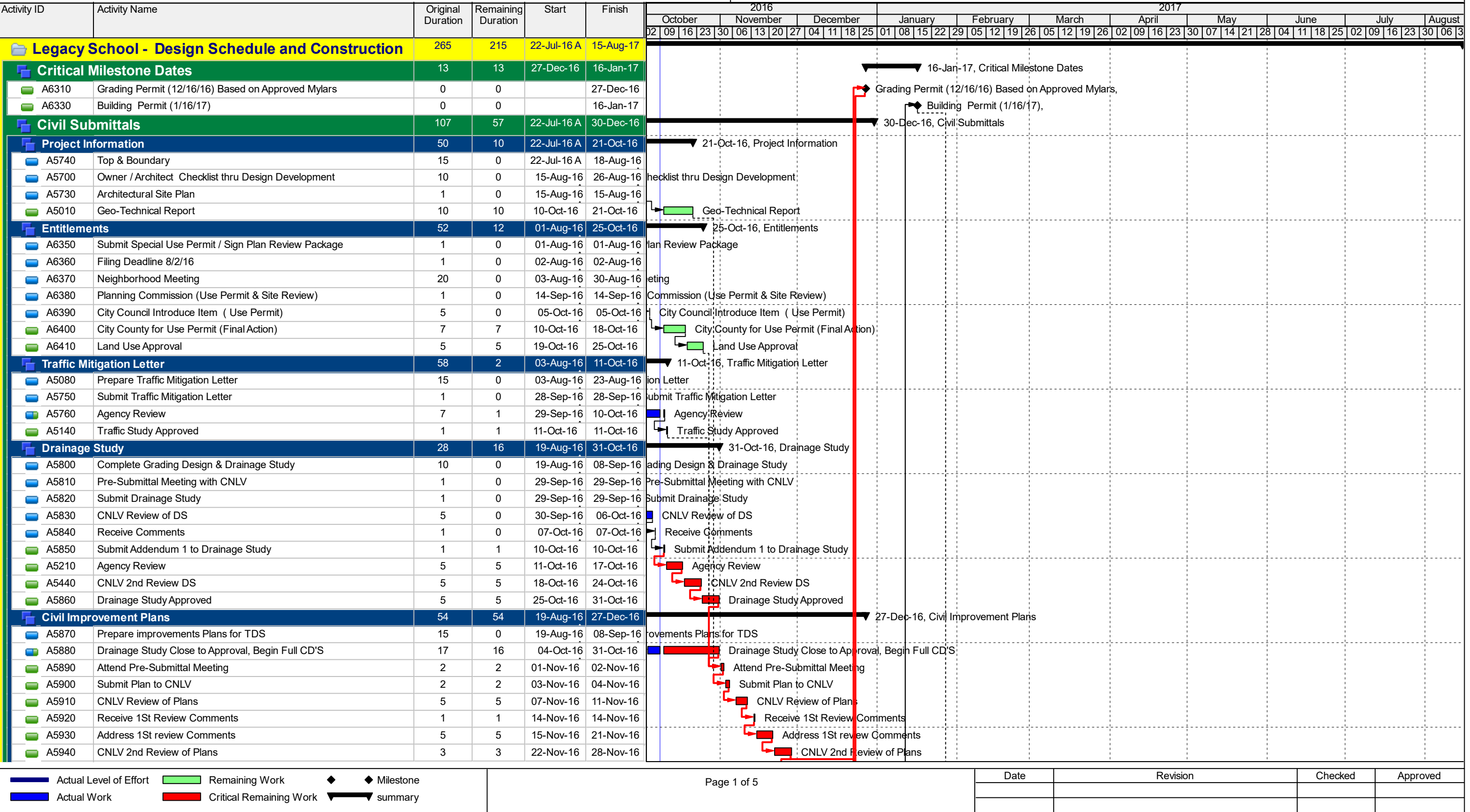
- Per the PSA, the Seller is:
 - LA Madre Valley, LLC
 - Attn: Khushrow Roohani
 - 9500 Hillwood Drive, Suite 201
 - Las Vegas, NV 89134
 - Email: kroohani@gmail.com
 - Fax: 702-823-4471

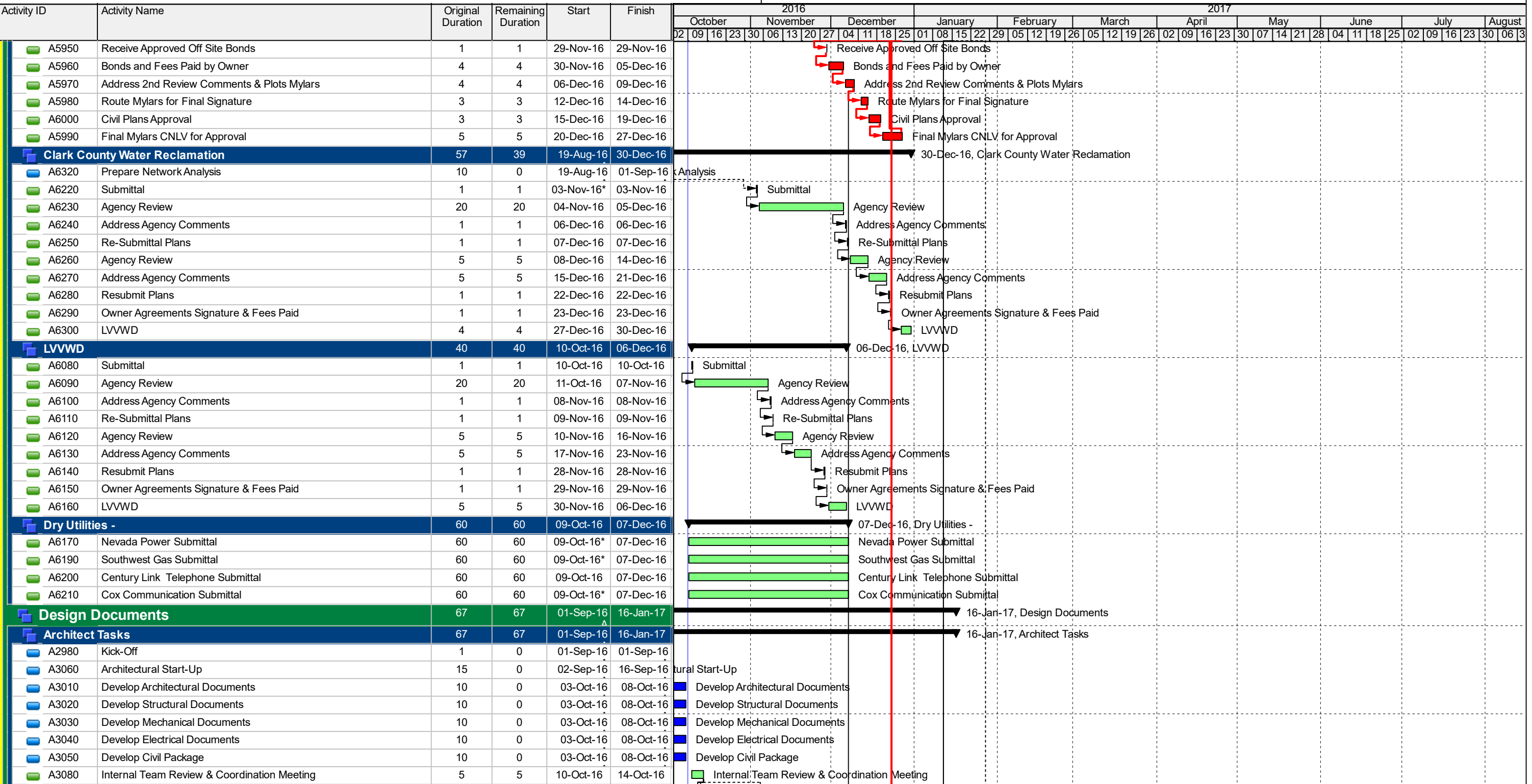
Attachment 8- Gantt Chart & NAC 386.3265

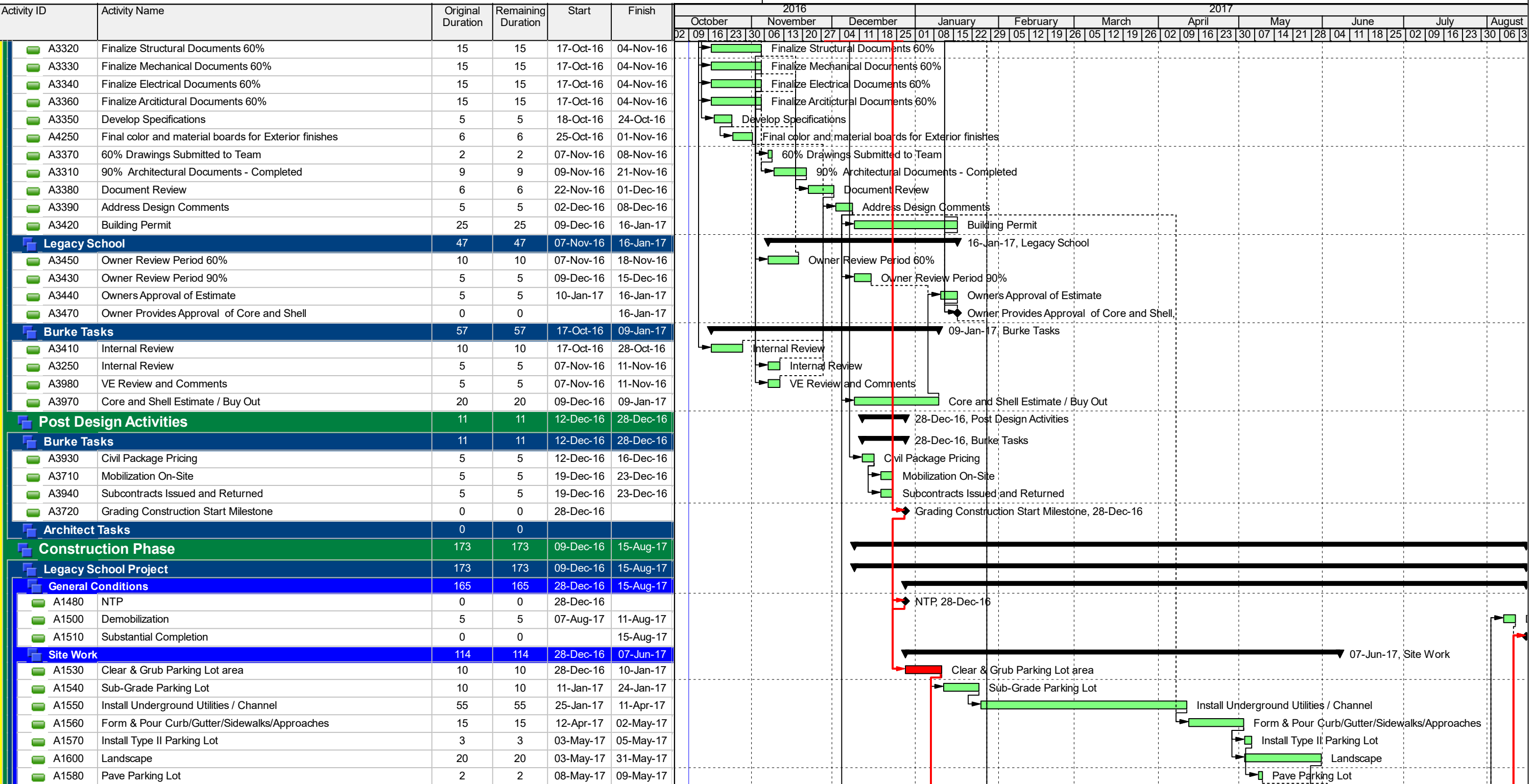
We have retained a highly respected team of Nevada consultants (engineer, architect and GC) to design and construct the facility as shown in the attached plans.

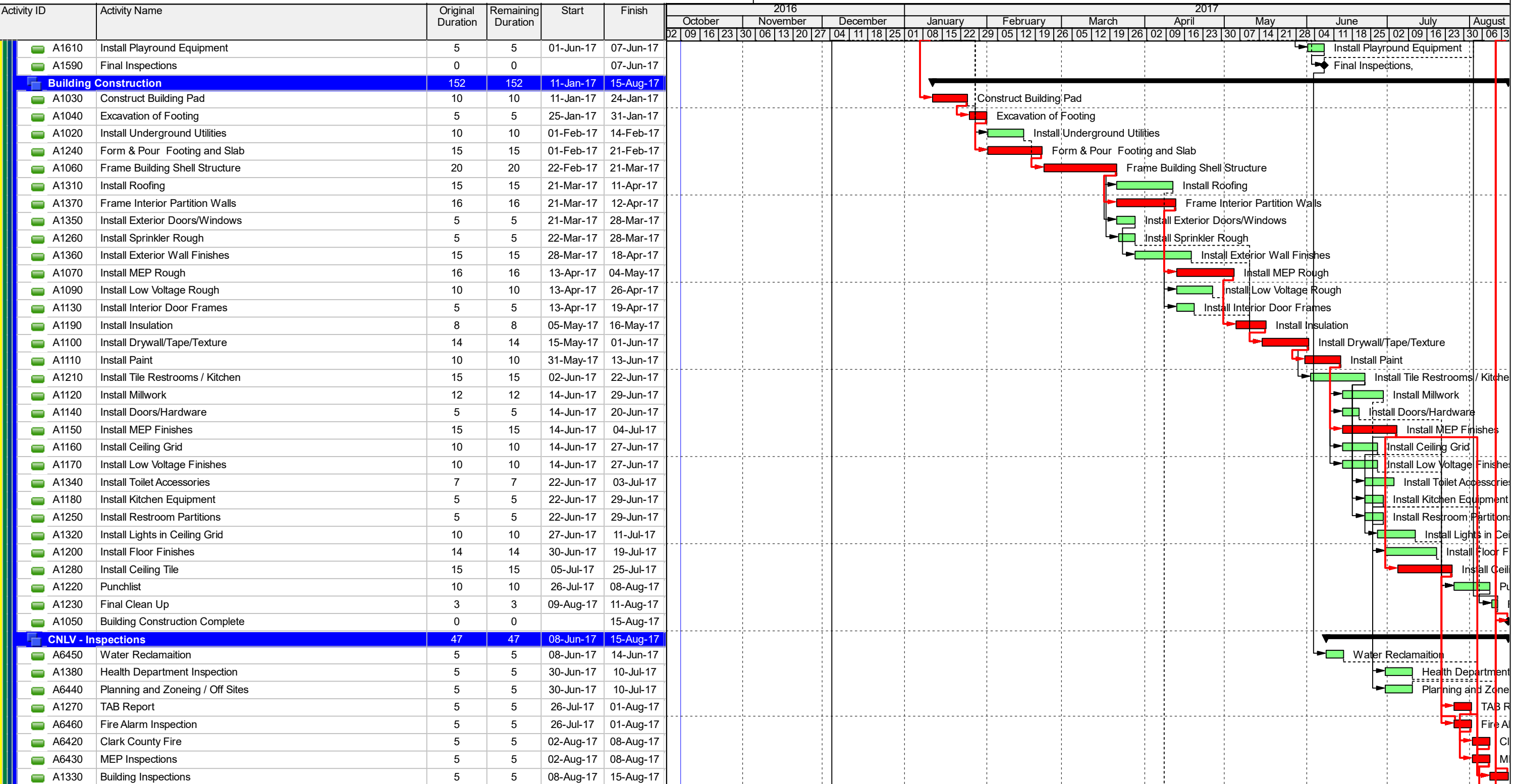
As part of our agreements with the Nevada consultants (SH Architecture, Kimley-Horn Engineers and Burke Construction), they will comply with NAC 386.3265 to ensure all permits, certificates, etc. are submitted timely.

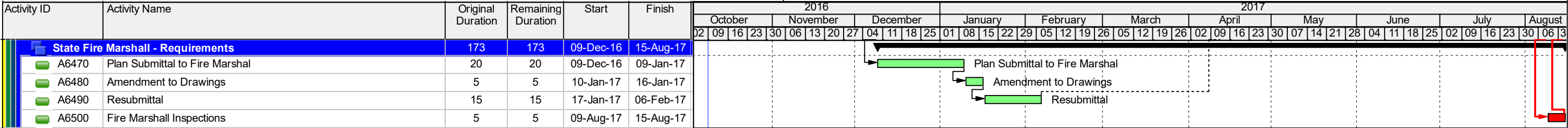
Please see the attached Gantt Chart.









FACILITIES PLAN
Attachment 8

Attachment 9 – Construction Plan, Gantt Chart & NAC 386.3265

We have retained a highly respected team of Nevada consultants (engineer, architect and GC) to design and construct the facility as shown in the attached plans.

As part of our agreements with the Nevada consultants (SH Architecture, Kimley-Horn Engineers and Burke Construction), they will comply with NAC 386.3265 to ensure all inspections, permits, certificates, etc. are submitted timely.

See Attachment 8.

Attachment 10: OSHA

We have retained a highly respected team of Nevada consultants (engineer, architect and GC) to design and construct the facility as shown in the attached plans.

As part of our agreements with the Nevada consultants (SH Architecture, Kimley-Horn Engineers and Burke Construction), they will comply with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 and work in conjunction with the NV Governing board to ensure the appropriate documentation is submitted.

ATTACHMENT 11

Budget narrative:

Legacy Traditional Schools – Nevada, Inc. (the “School”) was organized in August 2015 to be operated exclusively for charitable and educational purposes. The School provides educational and related services to school-aged children and their families in the State of Nevada. The School will operate through a charter contract with the State Public Charter School Authority (“Sponsor”), which mandates certain policies and operational guidelines. The charter contract will have a six year term. Like all Nevada charter schools, the School is subject to review and oversight by the Sponsor.

The School’s mission is to provide motivated students with the opportunity to achieve academic excellence in an accelerated, back-to-basics, safe learning environment taught by caring, knowledgeable and highly effective educators in cooperation with supportive, involved parents. The School plans to provide educational services in North Las Vegas, Nevada to students in kindergarten through eighth grade (approximately 1,200 students) beginning with the 2017-2018 school year.

Revenues

Revenue consists of amounts earned from state, local and federal sources.

State funding – The School receives per pupil funding from the State of Nevada through the Distributive School Account (“DSA”), as administered by the Nevada Department of Education based on the number of students enrolled in its school. The State provides apportionment funding for normal school operations. The School’s budget is based on projected enrollment of 1,200 students for K-8th grade.

Local funding – Local funding consists primarily of fees for services such as lunch fees, fees for all day kindergarten, and for before/after school care. Local funding also includes contributions.

Federal funding – The School may receive federal grant funds for IDEA, Title I, Title II, and Title III programs. Funds are generally received on a reimbursement basis and, accordingly, revenues related to these federal grants are recognized when qualifying expenses have been incurred and when all other grant requirements have been met.

It is anticipated that state DSA payments are made over twelve months beginning in August through the following July. In the Cashflow tab of Attachment 12, the DSA revenue and the State Special Ed revenue line items reflect this pattern, except that the June amounts are larger to reflect the payment that will really come the next month (in July).

Operating expenses

We summarized the School’s budgeted expenses into following categories: Personnel, General Operating Expenses, Transportation, Athletic Program, Facilities, and Technology & Equipment.

Personnel, which is made up of payroll, taxes, and benefits, constitutes the single largest expense category for the School. As part of the budget process, we completed a detailed salary and headcount matrix and established salary guidelines. The salary guidelines were established based on a review of local and the prevailing wage scales for teachers and administration in North Las Vegas, NV.

Also, we budgeted employer-paid benefits expense based on required participation in the Public Employees' Retirement System of Nevada, as well as anticipated group health insurance costs and employer-paid payroll federal, state, and local taxes.

General Operating Expenses include the initial costs of textbooks, management fees, supplies, food costs, audit fees, legal expense, and a variety of other operating costs.

Facilities expense consists of utilities, custodial services, and repairs and maintenance. It also includes the annual cost of the new facility (approximately 81,689 sq. feet). The building and grounds will be maintained by the School's facility management team staff and the ongoing upkeep will be included in the School's annual budget. The School's ground will be highly maintained like the other twelve Legacy Schools. The purchased property service expense facility includes scheduled preventative repair and maintenance, landscaping, utilities, and trash removal.

Technology & Equipment expense consists of computer equipment for employees and classrooms, copiers, furniture for faculty and students, software costs, cell phones, and monthly Internet service.

(a) Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.

Per-Pupil funding from the Nevada State Public Charter School Authority for Clark County, Nevada, will be \$6,506, according to the County DSA Tab in Attachment 12, with a basic support rate of \$5,527 plus the outside revenue for charter school support of \$979.

b) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of commitment for any funds on which the school's core operation depends.

CFE, on behalf of Legacy, has established banking relationships with several banks that appear to be willing to extend business line(s) of credit and commercial loans to construct the School and build-out the campus. Currently, banking relationships have been established with the following banking institutions: Wells Fargo National Bank, Zions Bank, and Alliance Bank. Also, we plan to secure lines of credit with local banks that will provide funding to offset the start-up expenses and year one's operating expense and cash flow needs.

The IDA of the City of Phoenix is Legacy's commercial lender partner using bond financing. The Industrial Development Authority of the City of Phoenix, Arizona (the "Issuer"), a nonprofit corporation designated as a political subdivision of the State of Arizona, is authorized by the Industrial Development Financing Act, comprised of Title 35, Chapter 5 of the Arizona Revised Statutes (the "Act") to issue tax -exempt bonds. The Issuer is empowered to issue bonds to provide funds for the financing or refinancing of the costs of the acquisition, construction, improvement, rehabilitation and

equipping of a “project,” as defined in the Act, including education facilities for charter schools. The Issuer will provide financing for 100% of the land and construction costs for the new North Valley campus. The Issuer has financed numerous charter schools, projects and is a tremendous asset to the Legacy team. We expect the tax-exempt bonds to be issued in November 2016 with an interest rate of 4.5% for a 30 year term.

The School anticipates the single largest ongoing funding source to be DSA funding through the State of Nevada. Certain state and federal categorical funding is also anticipated, including federal grants through Title I and IDEA Basic. Such federal grants have been successfully obtained at each of the existing twelve Legacy campuses. The School also anticipates certain on-site revenues through food services, sports and activity fees, and other programs. The School will not charge tuition of any kind for the educational services provided to its students.

(c) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.

Attachment 12 provides the details of the financial plan for the North Valley campus. We used the 2016 Financial Plan Workbook from the State Public Charter School Authority’s website as the budget template for this expansion application.

We used the Legacy’s charter school operations in Arizona were used as an aid in estimating the operating expenses for Legacy Traditional School – Cadence. CFE has over ten years of experience in operating schools and currently operates twelve separate charter school campuses in Arizona. As part of the budget process, CFE completed a detailed salary and headcount matrix and established salary guidelines. The salary guidelines were established based on a review of local and the prevailing wage scales for teachers and administration in North Las Vegas and Las Vegas, NV. Additionally, CFE has been able to negotiate contractual pricing for several components of the schools: IT hardware, textbooks, equipment, school furniture, computers, software, etc. The School will benefit from existing vendor relationships and related pricing that the Legacy Schools in Arizona already have for the purchase of computer equipment, textbooks, school furniture and equipment, software, etc.

Facility operation and maintenance costs consists of insurance, repairs and maintenance, utilities, custodial supplies, copier lease, and other general facility expenses. The School will maintain all of its own facilities and will have onsite, full-time facilities maintenance and janitorial crews who will handle everything from the day-to-day cleaning to major facilities repairs. The school’s ground will be highly maintained. The facility expense includes scheduled preventative repair and maintenance and landscaping needs.

Technology expense consists of computer equipment for employees and classrooms, copiers, furniture for faculty and students, software costs, cell phones, and monthly internet service.

School operation costs consists of interest expense, school supplies, instructional materials, telephone, student/staff recognition, SPED student transportation costs, marketing, student testing and assessment, telephone, and other general operating expenses. We have included interest expense on the land and building based on the terms and conditions of the Bond 2016 financing.

(d) Discuss in detail the school’s contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated, including both the scenarios identified in subsections e and f.

(e) Year 1 cash flow contingency in the event that state and local revenue projections are not met in advance of opening.

(f) Year 1 cash flow contingency in the event that outside philanthropic revenue projections are not met in advance of opening.

The School's contingency plan if anticipate revenues are not received, or are lower than estimated include:

- Identify areas where expenses can be reduced. Some reductions happen naturally. For example, lower school enrollment, which would result in lower revenues, would also result in lower management fee expense, since those fees are based on number of students enrolled. As another example, lower enrollment could result in less classroom teachers and perhaps other support staff. Other expense reductions would take a more proactive effort, such as reducing supplies expense.
- Seek to obtain additional revenue through grants, charitable contributions, and other sources.
- Obtain additional operating financing through CFE Management Group, LLC, which may be able to lend money to the school and/or defer receipt of monthly management fees. CFE Management Group, LLC has a significant line of credit facility which it may use to fund such lending activities.
- Seek its own line of credit financing with banks or financial institutions. Such financing could be made more for a brand new school through a possible guarantee by CFE Management Group, LLC.
- Seek to obtain additional revenue through unrestricted contributions from the Legacy Traditional School network of twelve separate schools

Outside philanthropic revenues are not budgeted as a significant funding source, so it is unlikely that there would be a significant shortfall here.

BUDGET SUMMARY

Name of School

HOOLS - NEVADA, Inc. (North Valley campus)

	PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Number of Students	0	1175	1175	1175	1175	1175
Number of Employees	2	73	73	73	73	73
REVENUE						
DSA Funding	\$0	\$7,644,550	\$7,873,887	\$8,110,103	\$8,353,406	\$8,604,008
DSA Sponsorship Fee	\$0	\$114,668	\$118,108	\$121,652	\$125,301	\$129,060
State Special Education Funding	\$0	\$62,628	\$62,628	\$62,628	\$62,628	\$62,628
Title I	\$0	\$0	\$0	\$0	\$0	\$0
Federal Breakfast Program	\$0	\$0	\$0	\$0	\$0	\$0
Federal Lunch Program	\$0	\$0	\$0	\$0	\$0	\$0
IDEA	\$0	\$0	\$0	\$0	\$0	\$0
R&E start-up funds	\$0	\$0	\$0	\$0	\$0	\$0
Other start-up funds	\$0	\$0	\$0	\$0	\$0	\$0
Student fees	\$0	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Investment Income	\$0	\$0	\$0	\$0	\$0	\$0
School level fundraising	\$0	\$0	\$0	\$0	\$0	\$0
Private fundraising (foundations, corporate)	\$350,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Private fundraising (individuals)	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
TOTAL REVENUE	\$350,000	\$7,922,509	\$8,148,406	\$8,381,079	\$8,620,733	\$8,867,576
EXPENSES						
Personnel	\$154,861	\$4,380,400	\$4,502,154	\$4,627,560	\$4,756,728	\$4,889,771
General Operating Expenses	\$182,000	\$2,249,493	\$1,832,768	\$1,832,768	\$1,832,768	\$1,832,768
Transportation	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Facilities		\$1,288,530	\$1,288,530	\$1,288,530	\$1,288,530	\$1,288,530
Technology & Equipment	\$2,060	\$369,190	\$86,555	\$87,155	\$130,355	\$86,555
TOTAL EXPENSES	\$338,921	\$8,307,613	\$7,730,007	\$7,856,013	\$8,028,381	\$8,117,624
SURPLUS/(DEFICIT)	\$11,079	(\$385,104)	\$418,399	\$525,066	\$592,352	\$749,952
<i>Per student</i>		-\$328	\$356	\$447	\$504	\$638
Ending Fund Balance	\$11,079	(\$374,025)	\$44,374	\$569,441	\$1,161,792	\$1,911,744

FINANCIAL PLAN WORKBOOK INSTRUCTIONS

expenditures during a five year time period. The workbook is designed to serve as a simplified guideline for recording your projected revenues and expenditures through both the 'School Inputs' and 'Technology & Equipment Inputs' tabs in this Microsoft Excel workbook. Please note that this is a protected workbook and data should only be entered into the unprotected cells (yellow cells). To maximize the usage of the Financial Plan Workbook, please familiarize yourself with the following general instructions prior to data entry.

School Inputs

The 'School Inputs' tab will be utilized as a place for data entry regarding your charter school's revenue assumptions along with any compensation, benefits and general expense assumptions. Data entry will begin in the revenue assumptions section. Note that FTE stands for Full-Time Equivalent. If this term is unfamiliar, please consult with an individual experienced in budgeting and pupil accounting. If your budget plans include staff less than full time please contact the State Public Charter School Authority to adjust formulas in this budget tool.

Revenue Assumptions

1. Please enter a Base Year into 'F9'. Additionally, please enter the appropriate school years in cells H13 through N13 as well as H14 through N14.
2. Next, be sure to enter your projected student enrollment in the enrollment section. This section captures the number of students by grade level (Rows 15-29) and by school year (Columns H-N).
3. In cells I32 through N32, please enter your school's percentage of Title 1 students. Similarly, in cells I33 through N33, enter your institution's percentage of special education students.
4. In cell F45, enter the county where the school is located (Cell F45). If the school will be multi-district (e.g. a virtual school), the applicant must enter an estimated number of students per county in the County DSA tab to generate an appropriate figure. A conservative assumption would be to assume 100 percent of students are from the county with the lowest DSA.
5. The Inflation Adjuster in 'F36' is designed to account for any increases in the cost of labor and expenses over time. Please be sure to enter a cost of inflation in this cell. An inflation rate of 1.03 is a good rule of thumb for
6. Enter your Title 1, IDEA (cost per SPED student) and school level fundraising income per student. Each of these entries will automatically calculate the revenue line items for BEP, Title 1, IDEA and school level funding.
7. Any remaining revenue entries can be manually accounted for in the following subgroups:

Charter Start-Up Funds (H53-N53)

Other Start-Up Grant Funds (H54-N54)

Student Fees (H56-N56)

Investment Income (H57-N57)

Private Fundraising (H59-N59)

Staffing and Compensation Assumptions

The staffing and compensation assumptions section will require input data on not only the charter school's staffing levels and average salaries, but it will also require the preparer to provide benefits data in order to provide the charter school with realistic financial projections. Please follow the instructions below:

1. Enter the average medical benefits for employees with both single and family coverage into cells 'F72' and 'F73'
2. Second, enter the school's percentage of coverage in 'F75'.
3. In 'F75', enter the assumed percentage of employees choosing single for their health benefits.
4. In cells F77 through F80, enter the percentage of your employee's salaries that will be allocated to FICA, State Retirement for Certified Employees, State Retirement for Non-Certified Employees and Life Insurance.

5. Next, enter any per-employee expenses associated with GASB 45 and Unemployment Insurance in 'F81' and 'F8
 6. Payroll services are accounted for as a dollar value on a per employee/per month basis in 'F84'.
 7. Any bonuses should be accounted for in 'F85', which is calculated as a percentage of salaried employees.
 8. The information requested in cells F92 through F96 serve as drivers for some of your charter school's general expenses. Therefore, be sure to enter your school's instructional days per year (required) as well as the Saturday schools per year, contractors required for Saturday school and price per contractor (if necessary).
- administrators such as the School Director should be entered into the Administrator section. The positions, salaries and staffing levels in this section are marked for input, so feel free to adjust the position levels, salaries and staffing levels as your charter school finds necessary. Please note that each line represents one position,
10. Part-Time employees are considered in a less cumbersome fashion. Simply enter the average salary for each respective position and enter the number of employees per year.
 11. Lastly, the salaries and staffing levels work in unison with the inputs you entered to get to the total salary and benefits for your charter school. Feel free to adjust any of the staffing and compensation inputs to either decrease or increase your school's total compensation.

General Operating Expense Assumptions

The general operating expense assumptions section houses the majority of the expenditures that are necessary to operate your charter school.

1. This section is extremely user-friendly in terms of data entry. Each general operating expense line item is tied to a driver, i.e. per year or per student. The driver is then multiplied by the dollar value that was entered, which results in the amount of that expense line item for the given year.
2. The Contracted Services section should be completed in the same manner. Here the driver is per year, therefore any annual audits or legal services need to be calculated on an annual basis.

Technology and Equipment Inputs

The technology and equipment assumptions section is used to record any expenses related to technology and equipment usage at your charter school.

1. Similar to the general operating expense assumptions, these expense line items are tied to a driver. Simply enter a value into the input cell and the driver is then multiplied by the dollar value that was entered, which results in the amount of that technology/equipment expense line item for the given year.

i_2' , respectively.

Name of School **CHARTER SCHOOL BUDGET**
TY TRADITIONAL SCHOOLS - NEVADA, Inc. (North Valley campus)

Base Year

2016

REVENUE

ASSUMPTIONS

Number of grade levels

Number of classrooms

K

1st

2nd

3rd

4th

5th

6th

7th

8th

9th

10th

11th

12th

Total Student Enrollment

Title I (% of student body)

Special Education (% of student body)

Total Distributive School Account (funding per student)

Inflation adjustor

Special Education Weighted Funding

Title I

IDEA

Breakfast Program -- Federal Reimbursement

Breakfast Program

Lunch Program

School level fundraising

County where school is located

PLANNING

YR 1

YR 2

YR 3

YR 4

YR 5

2016-17 2017-18 2018-19 2019-20 2020-21 2021-22

2016 2017 2018 2019 2020 2021

0 9 9 9 9 9

0 42 42 42 42 42

0 125 125 125 125 125

0 150 150 150 150 150

0 150 150 150 150 150

0 150 150 150 150 150

0 150 150 150 150 150

0 150 150 150 150 150

0 120 120 120 120 120

0 90 90 90 90 90

0 90 90 90 90 90

0 0 0 0 0 0

0 0 0 0 0 0

0 0 0 0 0 0

0 0 0 0 0 0

0 0 0 0 0 0

0 1175 1175 1175 1175 1175

0% 30% 30% 30% 30% 30%

0% 10% 10% 10% 10% 10%

\$6,506 Base year

1.03

\$533 Per student

\$0 Per student

\$0 Per SPED student

no "yes" or "no"

\$0 Per student per day

\$0 Per student per day

\$0 Per student

Clark

DSA Funding

DSA Sponsorship Fee

Title I

Federal Breakfast Program

Federal Lunch Program

IDEA

State Special Education Funding

Charter start-up funds (Federal R&E already awarded to operator--not SEA grant)

Other start-up grant funds

School level fundraising

Student fees

Investment Income

Private fundraising (foundations, corporate)

Private fundraising

TOTAL REVENUE

\$0 \$7,644,550 \$7,873,887 \$8,110,103 \$8,353,406 \$8,604,008

\$0 \$114,668 \$118,108 \$121,652 \$125,301 \$129,060

\$0 \$0 \$0 \$0 \$0 \$0

\$0 \$0 \$0 \$0 \$0 \$0

\$0 \$0 \$0 \$0 \$0 \$0

\$0 \$0 \$0 \$0 \$0 \$0

\$0 \$62,628 \$62,628 \$62,628 \$62,628 \$62,628

\$0 \$0 \$0 \$0 \$0 \$0

\$0 \$300,000 \$300,000 \$300,000 \$300,000 \$300,000

\$0 \$0 \$0 \$0 \$0 \$0

\$350,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000

\$0 \$20,000 \$20,000 \$20,000 \$20,000 \$20,000

\$350,000 \$7,922,509 \$8,148,406 \$8,381,079 \$8,620,733 \$8,867,576

	PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
EXPENSES	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
STAFFING COSTS	2016	2017	2018	2019	2020	2021
ASSUMPTIONS						
Payroll Tax and Benefits						
Medical						
Single Coverage	\$5,424		Per year			
Family Coverage	\$15,012		Per year			
School's percentage of coverage	75%					
Assumed percentage of employees choosing single coverage	70%					
Weighted avg. cost for medical	\$8,300		Per year			
FICA	1.45%		of Salary			
State Retirement - Certified	14.00%		of Salary			
State Retirement - Non-certified	14.00%		of Salary			
Life Insurance	0.50%		of Salary			
GASB 45	\$0		Per employee			
Unemployment Insurance	\$855		Per employee			
Payroll Services	\$15		Per employee per month			
Bonus Pool	1.00%		Based on % of salary			
FTE - Total	2.0	73.0	73.0	73.0	73.0	73.0
FTE - Administrators	1.0	5.0	5.0	5.0	5.0	5.0
FTE - Office	1.0	3.0	3.0	3.0	3.0	3.0
FTE - Special Education/ELL Teachers	0.0	9.0	9.0	9.0	9.0	9.0
FTE - Grade Level Teachers	0.0	56.0	56.0	56.0	56.0	56.0
Instructional days per year	180					
Saturday schools per year	0					
Contractors required for Saturday School	0					
Price per contractor	\$0					
Start Year	Base Salary		FTE Count			
(Input year or "NA")						
Administrators						
Principal	2016	\$80,000.00	1.00	1.00	1.00	1.00
Assistant Principal	2017	\$65,000.00	0.00	1.00	1.00	1.00
Instructional Coach	2017	\$55,000.00	0.00	1.00	1.00	1.00
Health assistant	2017	\$38,000.00	0.00	1.00	1.00	1.00
Librarian	2017	\$30,000.00	0.00	1.00	1.00	1.00
Total Administrators			1.00	5.00	5.00	5.00
Office Staff						
Registrar	2016	\$40,000.00	1.00	1.00	1.00	1.00
Secretary	2017	\$35,000.00	0.00	1.00	1.00	1.00
Secretary	2017	\$35,000.00	0.00	1.00	1.00	1.00
Total Administrators and Office Staff			1.00	3.00	3.00	3.00
Special Education and ELL Teachers						
SPED	2017	\$50,000.00	0.00	1.00	1.00	1.00
SPED	2017	\$48,000.00	0.00	1.00	1.00	1.00
SPED- SLPA	2017	\$35,000.00	0.00	1.00	1.00	1.00
Psychologist	2017	\$70,000.00	0.00	1.00	1.00	1.00
SPED - SLP	2017	\$65,000.00	0.00	1.00	1.00	1.00
SPED	2017	\$50,000.00	0.00	1.00	1.00	1.00
SPED Paraprofessional	2017	\$20,000.00	0.00	1.00	1.00	1.00
SPED Paraprofessional	2017	\$18,000.00	0.00	1.00	1.00	1.00
SPED Paraprofessional	2017	\$17,000.00	0.00	1.00	1.00	1.00

				PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
		Grade Level Assistant	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
		Grade Level Assistant	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
4	General	Grade Level Teacher	2017	\$40,000.00	0.00	1.00	1.00	1.00	1.00
4	General	Grade Level Teacher	2017	\$40,000.00	0.00	1.00	1.00	1.00	1.00
5	General	Grade Level Teacher	2017	\$49,000.00	0.00	1.00	1.00	1.00	1.00
5	General	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
5	General	Grade Level Teacher	2017	\$42,000.00	0.00	1.00	1.00	1.00	1.00
5	General	Grade Level Teacher	2017	\$42,000.00	0.00	1.00	1.00	1.00	1.00
5	General	Grade Level Teacher	2017	\$40,000.00	0.00	1.00	1.00	1.00	1.00
6	General	Grade Level Teacher	2017	\$49,000.00	0.00	1.00	1.00	1.00	1.00
6	General	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
6	General	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
6	General	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
6	General	Grade Level Teacher	2017	\$42,000.00	0.00	1.00	1.00	1.00	1.00
JH	Spanish	Grade Level Teacher	2017	\$47,000.00	0.00	1.00	1.00	1.00	1.00
JH	Art	Grade Level Teacher	2017	\$47,000.00	0.00	1.00	1.00	1.00	1.00
JH	Literature	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
JH	Literature		2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
JH	Math	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
		Grade Level Teacher	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
		Grade Level Teacher	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
		Grade Level Teacher	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
		Grade Level Teacher	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
EL	Music-Elem & band	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
EL	Music-Elem & choir	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
EL	Gifted - Elem & JH	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
JH	Science	Grade Level Teacher	2017	\$47,000.00	0.00	1.00	1.00	1.00	1.00
JH	History	Grade Level Teacher	2017	\$47,000.00	0.00	1.00	1.00	1.00	1.00
JH	Choir	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
EL	PE	Grade Level Teacher	2017	\$43,000.00	0.00	1.00	1.00	1.00	1.00
EL	PE	Grade Level Teacher	2017	\$43,000.00	0.00	1.00	1.00	1.00	1.00
JH	PE	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
JH	Computers	Grade Level Teacher	2017	\$43,000.00	0.00	1.00	1.00	1.00	1.00
K	Kindergarten	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
K	Kindergarten	Grade Level Teacher	2017	\$45,000.00	0.00	1.00	1.00	1.00	1.00
K	Kindergarten	Grade Level Teacher	2017	\$42,000.00	0.00	1.00	1.00	1.00	1.00
K	Kindergarten	Grade Level Teacher	2017	\$40,000.00	0.00	1.00	1.00	1.00	1.00
K	Kindergarten	Grade Level Teacher	2017	\$38,000.00	0.00	1.00	1.00	1.00	1.00
		Grade Level Teacher	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
		Grade Level Teacher	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
		Grade Level Teacher	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
		Grade Level Teacher	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
		Grade Level Teacher	N/A	\$0.00	0.00	0.00	0.00	0.00	0.00
Total Grade Level Teachers					0.00	56.00	56.00	56.00	56.00

SALARIES

Administrators

Principal	\$80,000	\$80,000	\$82,400	\$84,872	\$87,418	\$90,041
Assistant Principal	\$0	\$65,000	\$66,950	\$68,959	\$71,027	\$73,158
Assistant Principal	\$0	\$55,000	\$56,650	\$58,350	\$60,100	\$61,903
Instructional Coach	\$0	\$38,000	\$39,140	\$40,314	\$41,524	\$42,769
Health assistant	\$0	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765

		PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
	Office Staff						
	Registrar	\$40,000	\$40,000	\$41,200	\$42,436	\$43,709	\$45,020
	Secretary	\$0	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393
	Secretary	\$0	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393
	Total Administrators and Office Staff	\$120,000	\$378,000	\$389,340	\$401,020	\$413,051	\$425,442
	Special Education and ELL Teachers						
	SPED	\$0	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275
	SPED	\$0	\$48,000	\$49,440	\$50,923	\$52,451	\$54,024
	SPED- SLPA	\$0	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393
	Psychologist	\$0	\$70,000	\$72,100	\$74,263	\$76,491	\$78,786
	SPED - SLP	\$0	\$65,000	\$66,950	\$68,959	\$71,027	\$73,158
	SPED	\$0	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275
	SPED Paraprofessional	\$0	\$20,000	\$20,600	\$21,218	\$21,855	\$22,510
	SPED Paraprofessional	\$0	\$18,000	\$18,540	\$19,096	\$19,669	\$20,259
	Total Special Education/ELL Teachers	\$0	\$373,000	\$384,190	\$395,716	\$407,587	\$419,815
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Grade Level Teacher Salaries	\$0	\$2,319,000	\$2,388,570	\$2,460,227	\$2,534,034	\$2,610,055
	TOTAL SALARIES	\$120,000	\$3,070,000	\$3,162,100	\$3,256,963	\$3,354,672	\$3,455,312

BENEFITS

Medical							
Medical	Administrators						
Medical	Principal	\$6,225	\$6,412	\$6,604	\$6,803	\$7,007	\$7,217
Medical	Assistant Principal	\$0	\$6,412	\$6,604	\$6,803	\$7,007	\$7,217
Medical	Instructional Coach	\$0	\$6,412	\$6,604	\$6,803	\$7,007	\$7,217
Medical	Health assistant	\$0	\$6,412	\$6,604	\$6,803	\$7,007	\$7,217
Medical	Librarian	\$0	\$6,412	\$6,604	\$6,803	\$7,007	\$7,217
Medical							
Medical	Office Staff						
Medical	Registrar	\$6,225	\$6,412	\$6,604	\$6,803	\$7,007	\$7,217
Medical	Secretary	\$0	\$6,412	\$6,604	\$6,803	\$7,007	\$7,217
Medical	Secretary	\$0	\$6,412	\$6,604	\$6,803	\$7,007	\$7,217
Medical							
Medical	Total Administrators and Office Staff	\$12,451	\$51,296	\$52,835	\$54,420	\$56,053	\$57,735
Medical							

		PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
Medical	Grade Level Teacher	\$0	\$6,412	\$6,604	\$6,803	\$7,007	\$7,217
Medical	Grade Level Teacher	\$0	\$0	\$0	\$0	\$0	\$0
Medical	Grade Level Teacher	\$0	\$0	\$0	\$0	\$0	\$0
Medical	Grade Level Teacher	\$0	\$0	\$0	\$0	\$0	\$0
Medical	Grade Level Teacher	\$0	\$0	\$0	\$0	\$0	\$0
Medical	Grade Level Teacher	\$0	\$0	\$0	\$0	\$0	\$0
Total Grade Level Teacher Medical Costs		\$0	\$359,075	\$369,848	\$380,943	\$392,371	\$404,142
Total Medical Benefits		\$12,451	\$468,080	\$482,123	\$496,586	\$511,484	\$526,829
Total FICA		\$1,740	\$44,515	\$45,850	\$47,226	\$48,643	\$50,102
Total State Retirement Costs		\$16,800	\$429,800	\$442,694	\$455,975	\$469,654	\$483,744
Total Life Insurance		\$600	\$15,350	\$15,811	\$16,285	\$16,773	\$17,277
Total GASB 45		\$0	\$0	\$0	\$0	\$0	\$0
Total Unemployment Insurance		\$1,710	\$62,415	\$62,415	\$62,415	\$62,415	\$62,415
TOTAL BENEFITS		\$33,301	\$1,020,160	\$1,048,893	\$1,078,487	\$1,108,969	\$1,140,366
<i>% of Salaries</i>		27.8%	33.2%	33.2%	33.1%	33.1%	33.0%
PART-TIME EMPLOYEES							
Input part-time employee							
Percentage of full-time FTE		0.00	4.00	4.00	4.00	4.00	4.00
Annualized salary	\$42,350	\$0	\$169,400	\$169,400	\$169,400	\$169,400	\$169,400
Input part-time employee							
Percentage of full-time FTE		0.00	2.00	2.00	2.00	2.00	2.00
Annualized salary	\$38,500	\$0	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000
Input part-time employee							
Percentage of full-time FTE							
Annualized salary		\$0	\$0	\$0	\$0	\$0	\$0
Input part-time employee							
Percentage of full-time FTE							
Annualized salary		\$0	\$0	\$0	\$0	\$0	\$0
Input part-time employee							
Percentage of full-time FTE							
Annualized salary		\$0	\$0	\$0	\$0	\$0	\$0
PART TIME SALARIES		\$0	\$246,400	\$246,400	\$246,400	\$246,400	\$246,400

	PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
PERFORMANCE BONUSES	\$1,200	\$30,700	\$31,621	\$32,570	\$33,547	\$34,553
PAYROLL SERVICES	\$360	\$13,140	\$13,140	\$13,140	\$13,140	\$13,140

		PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
GENERAL OPERATING EXPENSES		2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019	2020-21 2020	2021-22 2021
Instruction	Assumptions						
Professional development	\$325 Per FTE	\$0	\$23,725	\$23,725	\$23,725	\$23,725	\$23,725
Staff recruitment	\$2,500 Per Year	\$7,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Student recruitment and marketing	\$15,000 Annual expense	\$75,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Special Ed/Psychology Consultant	\$25,000 Annual Expense	\$5,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
CMO Fee	\$1,072 Per Student	\$0	\$1,259,144	\$1,259,144	\$1,259,144	\$1,259,144	\$1,259,144
Textbooks - initial costs	\$350 Per student		\$411,250	\$0	\$0	\$0	\$0
Textbooks - repurchase of new books	5 Number of years use			\$0	\$0	\$0	\$0
Library books	\$5 Per student	\$0	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875
Food services	\$1 Per student	\$0	\$1,175	\$1,175	\$1,175	\$1,175	\$1,175
Music program	\$5 Per Student	\$0	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875
Management fees	0% % of S&L Revenues		\$0	\$0	\$0	\$0	\$0
Licensing fees	% of S&L Revenues		\$0	\$0	\$0	\$0	\$0
Charter application		\$20,000					
Office Supplies	\$16 Per student	\$15,000	\$18,800	\$18,800	\$18,800	\$18,800	\$18,800
Assessment costs	\$12 Per student	\$0	\$14,100	\$14,100	\$14,100	\$14,100	\$14,100
Supplies for students	\$84 Per student		\$98,700	\$98,700	\$98,700	\$98,700	\$98,700
Yearbook	\$12 Per student		\$14,100	\$14,100	\$14,100	\$14,100	\$14,100
School store	\$0 Per student	\$0	\$0	\$0	\$0	\$0	\$0
Contracted SPED	\$200 Per SPED student		\$23,500	\$23,500	\$23,500	\$23,500	\$23,500
Instructional supplies - Teachers (just teaching faculty)	\$350 Per Instructional FTE		\$22,750	\$22,750	\$22,750	\$22,750	\$22,750
General office supplies	\$1,000 Per month	\$5,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
School uniforms	\$0 Per new student	\$0	\$0	\$0	\$0	\$0	\$0
School uniforms - returning students	\$0 Per returning student	\$0	\$0	\$0	\$0	\$0	\$0
General building decorum	\$1,000 Annual Exp	\$15,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Health supplies	\$5 Per student per year	\$15,000	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875
Bank fees	\$1,000 Annual Exp	\$500	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Athletic expenditures	\$20 Per Student		\$23,500	\$23,500	\$23,500	\$23,500	\$23,500
Postage and shipping	\$2 Per student	\$1,000	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350
Gifts & awards - students	\$15 Per student		\$17,625	\$17,625	\$17,625	\$17,625	\$17,625
Gifts & awards - faculty and staff	\$200 Per FTE		\$14,600	\$14,600	\$14,600	\$14,600	\$14,600
Dues and memberships	\$150 Per FTE	\$5,000	\$10,950	\$10,950	\$10,950	\$10,950	\$10,950
Travel and Meetings	\$40 Per FTE	\$2,500	\$2,920	\$2,920	\$2,920	\$2,920	\$2,920
Background checks	\$75 Per new FTE	\$500	\$5,475	\$0	\$0	\$0	\$0
Accounting services	Annual Exp		\$0	\$0	\$0	\$0	\$0
Field trips	\$2,500 Per grade level	\$0	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500
Field trips - out of state	\$0 Per grade level	\$0	\$0	\$0	\$0	\$0	\$0
Parent & staff meetings	\$9,000 Annual Exp	\$5,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Saturday School (contractors for instruction)	no Input "yes" or "no"	\$0	\$0	\$0	\$0	\$0	\$0
Total Instructional Supplies		\$172,000	\$2,070,289	\$1,653,564	\$1,653,564	\$1,653,564	\$1,653,564
<i>Per student</i>			\$1,762	\$1,407	\$1,407	\$1,407	\$1,407
Contracted Services							
Annual audit	\$22,000 Per year		\$22,000	\$22,000	\$22,000	\$22,000	\$22,000
Legal funds	\$10,000 Per year	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Total Contract Services		\$10,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000

			PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
Food Program	School Pays?							
Breakfast	no	\$0.32	Per student	\$20,304	\$20,304	\$20,304	\$20,304	\$20,304
Lunch program	no	\$2.00	Per student (not covered by Title I)	\$126,900	\$126,900	\$126,900	\$126,900	\$126,900
Snacks	no	\$0.00	Per student	\$0	\$0	\$0	\$0	\$0
Saturday food program	no	\$0.00	Input "yes or "no"	\$0	\$0	\$0	\$0	\$0
Total Food Costs				\$0	\$147,204	\$147,204	\$147,204	\$147,204

TOTAL GENERAL OPERATING EXPENSES	\$182,000	\$2,249,493	\$1,832,768	\$1,832,768	\$1,832,768	\$1,832,768
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			PLANNING	YR 1	YR 2	YR 3	YR 4	YR 5
TRANSPORTATION COSTS								
ASSUMPTIONS			2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
			2016	2017	2018	2019	2020	2021
Percentage of students transported	1%							
Students per bus	20							
Bus purchase price (used bus)	\$0							
Miles driven per bus per day	0							
Miles driven per bus per year	0							
Miles per gallon	0.00							
Gallons purchased per year	0.00							
Price per gallon	\$0.00							
Annual fuel costs per bus	\$0.00							
Maintenance costs per bus	\$0.00	per mile						
Annual maintenance costs per bus	\$0							
Bus Contracting Costs	\$20,000	annual						
Number of students participating	0	11.75	11.75	11.75	11.75	11.75	11.75	11.75
Number of buses required	0	1	1	1	1	1	1	1
Bus purchasing costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fuel costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bus Contracting Costs	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
TOTAL TRANSPORTATION COSTS	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
<i>Per student</i>				\$1,702.13	\$1,702.13	\$1,702.13	\$1,702.13	\$1,702.13

TOTAL EXPENSES	\$336,861	\$6,649,893	\$6,354,922	\$6,480,328	\$6,609,496	\$6,742,539
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EQUIPMENT & TECHNOLOGY

FACILITIES	
INPUT "Purchase" or "Lease"	Purchase

LEASE OPTION

Square feet leased

[illegible]

PURCHASE OPTION

[illegible]

TOTAL FACILITIES COSTS	\$623,822	\$1,288,530	\$1,288,530	\$1,288,530	\$1,288,530	\$1,288,530	\$1,288,530
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TECHNOLOGY & EQUIPMENT COSTS

ASSUMPTIONS		2016	2017	2018	2019	2020	2021	2022
Copier (monthly lease rate)	\$600							
	600							
		Per month						
		Students per copier						
Desktop computer costs (faculty and computers for carts)	\$0							
Desktop computers		Per laptop						
		Per grade level						
Cart costs	\$2,500							
		Per cart						

Student enrollment		0	1175	1175	1175	1175	1175	1175
Number of copiers needed			2	2	2	2	2	2
Monthly copier lease			\$14,400	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400
Copier - usage fee	\$7		\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225
New Laptops - faculty	\$300		\$21,300	\$0	\$0	\$0	\$0	\$0
Laptop replacement costs	3			\$0	\$600	\$21,300	\$0	FALSE
Mobile lap top cart - students	\$0.26		\$22,500	\$0	\$0	\$0	\$0	\$0
Mobile Laptop cart replacement costs	3			\$0	\$0	\$22,500	\$0	FALSE
FTE cell phone handset	\$10	\$20	\$710	\$0	\$0	\$0	\$0	\$0
FTE Cell phones (monthly coverage)	\$10	\$240	\$8,760	\$8,760	\$8,760	\$8,760	\$8,760	\$8,760
Internet setup	\$1,000		\$1,000					
Server	\$2,500		\$2,500					
Classroom technology	\$100		\$0	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200
Educational software	\$5		\$5,875	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875
Technology Support Services	\$1,000		\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Internet and phone monthly service	\$1,000		\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Other Equipment (security system)			\$0					
Monthly equipment cost	\$85		\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020
Computer Hardware	\$100		\$7,300	\$7,300	\$7,300	\$7,300	\$7,300	\$7,300
Computer Software	\$175		\$12,775	\$12,775	\$12,775	\$12,775	\$12,775	\$12,775
Faculty furniture	\$600	\$1,200	\$42,600	\$0	\$0	\$0	\$0	\$0
Student furniture	\$167		\$196,225	\$0	\$0	\$0	\$0	\$0
TOTAL TECHNOLOGY & EQUIPMENT COSTS			\$2,060	\$369,190	\$86,555	\$87,155	\$130,355	\$86,555

Hardware costs, setup fees

School Name:

LEGACY TRADITIONAL SCHOOLS - NEVADA, Inc. (North Va

2017-18

REVENUES**Type:**

Distributive School Acct

Donations

State Special Ed

IDEA

Student fees

Total Revenues**Total Revenues Y-T-D****EXPENDITURES****Salaries & Benefits**

Salaries

Benefits

Total Salaries & Ben

Operating

Supplies

Rent

Utilities

Contracts

Textbooks

Equipment

Interest expense

EMO Fee

Custodian - R & M

General Liability insurance

Contract SPED

Food services

Professional Development

Travel and meetings

Field trips

Gifts and awards

Dues and fees

Parent / teacher mtgs

Other

Total Expenses**Total Expenses Y-T-D**

	PROJECTED July	PROJECTED August	PROJECTED September
\$ (13,554.17)	\$ 627,286.83	\$ 627,286.83	
\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
\$ (111.04)	\$ 5,218.96	\$ 5,218.96	
	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ 30,000.00	\$ 30,000.00	
	\$ -	\$ -	
	\$ -	\$ -	
\$ (11,165.21)	\$ 665,005.79	\$ 665,005.79	
\$ (11,165.21)	\$ 653,840.58	\$ 1,318,846.38	
\$ 272,200.00	\$ 272,200.00	\$ 272,200.00	
\$ 83,743.17	\$ 83,743.17	\$ 83,743.17	
\$ 355,943.17	\$ 355,943.17	\$ 355,943.17	
\$ 20,131.67	\$ 20,131.67	\$ 20,131.67	
\$ -	\$ -	\$ -	
\$ 10,166.67	\$ 10,166.67	\$ 10,166.67	
\$ 2,666.67	\$ 2,666.67	\$ 2,666.67	
\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	
\$ 30,765.83	\$ 30,765.83	\$ 30,765.83	
\$ 98,803.67	\$ 98,803.67	\$ 98,803.67	
\$ 107,161.17	\$ 107,161.17	\$ 107,161.17	
\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	
\$ 2,583.33	\$ 2,583.33	\$ 2,583.33	
\$ 4,083.33	\$ 4,083.33	\$ 4,083.33	
\$ -	\$ 15,033.60	\$ 15,033.60	
\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	
\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	
	\$ 2,000.00	\$ 2,000.00	
\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	
\$ 900.00	\$ 900.00	\$ 900.00	
\$ 750.00	\$ 750.00	\$ 750.00	
\$ 334.17	\$ 334.17	\$ 334.17	
\$ 678,106.33	\$ 695,139.93	\$ 695,139.93	
\$ 678,106.33	\$ 1,373,246.27	\$ 2,068,386.20	

Percent of Budget

#DIV/0!	#DIV/0!	#DIV/0!
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Net change in Cash (F/B)

\$ (689,271.54)	\$ (30,134.14)	\$ (30,134.14)
\$ -	\$ (689,271.54)	\$ (719,405.68)
\$ (689,271.54)	\$ (719,405.68)	\$ (749,539.83)

Begin Cash Balance(F/B)

End Cash Balance (F/B)*School Name:***LEGACY TRADITIONAL SCHOOLS - NEVADA, Inc. (North Va**

Cash Flow Statement

PROJECTED October	PROJECTED November	PROJECTED December	PROJECTED January
\$ 627,286.83	\$ 627,286.83	\$ 627,286.83	\$ 627,286.83
\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
\$ 5,218.96	\$ 5,218.96	\$ 5,218.96	\$ 5,218.96
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 665,005.79	\$ 665,005.79	\$ 665,005.79	\$ 665,005.79
\$ 1,983,852.17	\$ 2,648,857.96	\$ 3,313,863.75	\$ 3,978,869.54
\$ 272,200.00	\$ 272,200.00	\$ 272,200.00	\$ 272,200.00
\$ 83,743.17	\$ 83,743.17	\$ 83,743.17	\$ 83,743.17
\$ 355,943.17	\$ 355,943.17	\$ 355,943.17	\$ 355,943.17
\$ 20,131.67	\$ 20,131.67	\$ 20,131.67	\$ 20,131.67
\$ -	\$ -	\$ -	\$ -
\$ 10,166.67	\$ 10,166.67	\$ 10,166.67	\$ 10,166.67
\$ 2,666.67	\$ 2,666.67	\$ 2,666.67	\$ 2,666.67
\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
\$ 30,765.83	\$ 30,765.83	\$ 30,765.83	\$ 30,765.83
\$ 98,803.67	\$ 98,803.67	\$ 98,803.67	\$ 98,803.67
\$ 107,161.17	\$ 107,161.17	\$ 107,161.17	\$ 107,161.17
\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67
\$ 2,583.33	\$ 2,583.33	\$ 2,583.33	\$ 2,583.33
\$ 4,083.33	\$ 4,083.33	\$ 4,083.33	\$ 4,083.33
\$ 15,033.60	\$ 15,033.60	\$ 15,033.60	\$ 15,033.60
\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
\$ 334.17	\$ 334.17	\$ 334.17	\$ 334.17
\$ 695,139.93	\$ 695,139.93	\$ 695,139.93	\$ 695,139.93
\$ 2,763,526.13	\$ 3,458,666.07	\$ 4,153,806.00	\$ 4,848,945.93

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Projected Cash B

\$ (30,134.14)	\$ (30,134.14)	\$ (30,134.14)	\$ (30,134.14)
\$ (749,539.83)	\$ (779,673.97)	\$ (809,808.11)	\$ (839,942.25)
\$ (779,673.97)	\$ (809,808.11)	\$ (839,942.25)	\$ (870,076.39)

illey campus)

PROJECTED	PROJECTED	PROJECTED	PROJECTED
February	March	April	May
\$ 627,286.83	\$ 627,286.83	\$ 627,286.83	\$ 627,286.83
\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
\$ 5,218.96	\$ 5,218.96	\$ 5,218.96	\$ 5,218.96
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 665,005.79	\$ 665,005.79	\$ 665,005.79	\$ 665,005.79
\$ 4,643,875.33	\$ 5,308,881.13	\$ 5,973,886.92	\$ 6,638,892.71
\$ 272,200.00	\$ 272,200.00	\$ 272,200.00	\$ 272,200.00
\$ 83,743.17	\$ 83,743.17	\$ 83,743.17	\$ 83,743.17
\$ 355,943.17	\$ 355,943.17	\$ 355,943.17	\$ 355,943.17
\$ 20,131.67	\$ 20,131.67	\$ 20,131.67	\$ 20,131.67
\$ -	\$ -	\$ -	\$ -
\$ 10,166.67	\$ 10,166.67	\$ 10,166.67	\$ 10,166.67
\$ 2,666.67	\$ 2,666.67	\$ 2,666.67	\$ 2,666.67
\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
\$ 30,765.83	\$ 30,765.83	\$ 30,765.83	\$ 30,765.83
\$ 98,803.67	\$ 98,803.67	\$ 98,803.67	\$ 98,803.67
\$ 107,161.17	\$ 107,161.17	\$ 107,161.17	\$ 107,161.17
\$ 2,916.67	\$ 2,916.67	\$ 2,916.67	\$ 2,916.67
\$ 2,583.33	\$ 2,583.33	\$ 2,583.33	\$ 2,583.33
\$ 4,083.33	\$ 4,083.33	\$ 4,083.33	\$ 4,083.33
\$ 15,033.60	\$ 15,033.60	\$ 15,033.60	\$ 15,033.60
\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
\$ 750	\$ 750.00	\$ 750.00	\$ 750.00
\$ 334.17	\$ 334.17	\$ 334.17	\$ 334.17
\$ 695,139.93	\$ 695,139.93	\$ 695,139.93	\$ 695,139.93
\$ 5,544,085.87	\$ 6,239,225.80	\$ 6,934,365.73	\$ 7,629,505.67

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Balance Sheet

\$ (30,134.14)	\$ (30,134.14)	\$ (30,134.14)	\$ (30,134.14)
\$ (870,076.39)	\$ (900,210.53)	\$ (930,344.67)	\$ (960,478.82)
\$ (900,210.53)	\$ (930,344.67)	\$ (960,478.82)	\$ (990,612.96)

PROJECTED			
June	Total Projected	Final Approved Budget	Variance
\$ 1,254,573.67	\$ 7,513,887.83		\$ 7,513,887.83
\$ 2,500.00	\$ 30,000.00		\$ 30,000.00
\$ 10,437.92	\$ 62,516.46		\$ 62,516.46
\$ -	\$ -		\$ -
\$ -	\$ -		\$ -
\$ -	\$ 300,000.00		\$ 300,000.00
\$ -	\$ -		\$ -
\$ -	\$ -		\$ -
\$ 1,267,511.58	\$ 52,265,309.83	\$ -	\$ 52,265,309.83
\$ 7,906,404.29			
\$ 272,200.00	\$ 3,266,400.00		\$ 3,266,400.00
\$ 83,743.17	\$ 1,004,918.00		\$ 1,004,918.00
\$ 355,943.17	\$ 4,271,318.00	\$ -	\$ 4,271,318.00
\$ 20,132.67	\$ 241,581.00		\$ 241,581.00
\$ -	\$ -		\$ -
\$ 10,166.67	\$ 122,000.00		\$ 122,000.00
\$ 2,666.67	\$ 32,000.00		\$ 32,000.00
\$ 35,000.00	\$ 420,000.00		\$ 420,000.00
\$ 30,765.83	\$ 369,190.00		\$ 369,190.00
\$ 98,803.67	\$ 1,185,644.00		\$ 1,185,644.00
\$ 107,161.17	\$ 1,285,934.00		\$ 1,285,934.00
\$ 2,916.67	\$ 35,000.00		\$ 35,000.00
\$ 2,583.33	\$ 31,000.00		\$ 31,000.00
\$ 4,083.33	\$ 49,000.00		\$ 49,000.00
\$ -	\$ 150,336.00		\$ 150,336.00
\$ 1,950.00	\$ 23,400.00		\$ 23,400.00
\$ 1,250.00	\$ 15,000.00		\$ 15,000.00
\$ -	\$ 20,000.00		\$ 20,000.00
\$ 2,700.00	\$ 32,400.00		\$ 32,400.00
\$ 900.00	\$ 10,800.00		\$ 10,800.00
\$ 750.00	\$ 9,000.00		\$ 9,000.00
\$ 334.17	\$ 4,010.00		\$ 4,010.00
\$ 678,107.33	\$ 8,307,613.00	\$ -	\$ 8,307,613.00
\$ 8,307,613.00	\$ 4,036,295.00	\$ -	\$ 4,036,295.00

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\$ 589,404.25	\$ 43,957,696.83	\$ -	\$ 43,957,696.83
\$ (990,612.96)			\$ -
\$ (401,208.71)	\$ 43,957,696.83	\$ -	\$ 43,957,696.83

2016-17

WEIGHTED
2015 Count Day

		Outside			Enrollment	Subtotal
County District	DSA	Revenue	Total			
Carson City	\$ 6,637	\$ 1,002	\$ 7,639		\$0.00	
Churchill	\$ 6,621	\$ 1,100	\$ 7,721		\$0.00	
Clark	\$ 5,527	\$ 979	\$ 6,506	1,200	\$7,807,200.00	
Douglas	\$ 5,941	\$ 2,466	\$ 8,407		\$0.00	
Elko	\$ 6,707	\$ 1,302	\$ 8,009		\$0.00	
Esmeralda	\$ 15,590	\$ 7,867	\$ 23,457		\$0.00	
Eureka	\$ 5,653	\$ 26,220	\$ 31,873		\$0.00	
Humboldt	\$ 5,738	\$ 2,269	\$ 8,007		\$0.00	
Lander	\$ 3,955	\$ 6,063	\$ 10,018		\$0.00	
Lincoln	\$ 10,369	\$ 1,469	\$ 11,838		\$0.00	
Lyon	\$ 7,150	\$ 928	\$ 8,078		\$0.00	
Mineral	\$ 9,561	\$ 1,644	\$ 11,205		\$0.00	
Nye	\$ 7,104	\$ 1,458	\$ 8,562		\$0.00	
Pershing	\$ 8,964	\$ 2,662	\$ 11,626		\$0.00	
Storey	\$ 8,309	\$ 5,783	\$ 14,092		\$0.00	
Washoe	\$ 5,582	\$ 1,152	\$ 6,734		\$0.00	
White Pine	\$ 7,376	\$ 1,677	\$ 9,053		\$0.00	
Multi-District	\$ 6,506			1,200.0	7,807,200.0	

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

S U B J E C T: Consideration and possible action regarding Beacon Academy's amended contract reflecting the school's desire to revise enrollment criteria and become eligible to be evaluated based on the Alternative Framework. Possible actions include acceptance of contract negotiated between Beacon Academy and SPCSA staff, rejection of contract, or direction to renegotiate

<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: October 21, 2016

AGENDA ITEM: 4

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 30 Mins

SUBMITTED BY: _____

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 4—Beacon Academy Contract
DATE: October 21, 2016

Background:

At the August 26, 2016 Authority meeting, the Authority directed staff and Beacon Academy to negotiate an amended charter contract by September 19, 2016. Staff and the school did not agree to mutually agreeable terms by the deadline.

Pursuant to [NRS 388A.330](#) and [NAC 386.330](#), the Authority directed staff to Issue a Notice of Intent to Terminate the Charter Contract of Beacon Academy based on having a graduation rate for the preceding school year that is less than 60 percent.

Subsequently, Agency and Beacon representatives negotiated a contract which staff believes will be acceptable to the Authority. The contract language provides a mechanism for Beacon to transition to serve a more high need student population via an amendment to its admissions policy to exclusively serve at risk youth. This would be accompanied by revisions to the graduation rate benchmarks to provide appropriate and rigorous achievement goals for that new population . This amendment would permit the school to eventually qualify for the alternative performance framework. The contract has already been executed by the Chair of the Beacon governing body following a public meeting where the contract was approved.

Staff is already in receipt of the admissions policy amendment request and intends to begin negotiating the revisions to the benchmarks for the new student population.

Recommendation:

Staff recommends approval of this amended charter contract and execution by the Chair effective today.

CHARTER SCHOOL CONTRACT

between

State Public Charter School Authority

and

Beacon Academy of Nevada

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SIGNATURE PAGE

EXHIBIT #1

Charter School Performance Framework

EXHIBIT #2

Articles of Incorporation, if applicable

EXHIBIT #3

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CHARTER CONTRACT

This agreement constitutes a Charter Contract (the “Charter Contract”) executed between the State Public Charter School Authority (the “Authority”), and Beacon Academy of Nevada (the “Applicant(s)”) (collectively, the “Parties”) to establish and operate the Beacon Academy of Nevada (the “Charter School”), an independent and autonomous public school authorized to operate in the State of Nevada.

RECITALS

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

WHEREAS, The intention of the legislature is to provide:

1. The board of trustees of school districts with a method to experiment with providing a variety of independent public schools to the pupils of this state;
2. A framework for such experimentation;
3. A mechanism by which the results achieved by charter schools may be measured and analyzed; and
4. A procedure by which the positive results achieved by charter schools may be replicated and the negative results may be identified and eliminated; and

WHEREAS, It is further the intention of the legislature to provide teachers and other educational personnel, parents, legal guardians and other persons who are interested in the system of public education in this state the opportunity to:

1. Improve the learning of pupils and, by extension, improve the system of public education;
2. Increase the opportunities for learning and access to quality education by pupils;
3. Encourage the use of different and innovative teaching methods;
4. Establish appropriate measures for and assessments of the learning achieved by pupils who are enrolled in charter schools;

5. Provide a more thorough and efficient system of accountability of the results achieved in public education in this state; and
6. Create new professional opportunities for teachers and other educational personnel, including, without limitation, the opportunity to increase the accessibility and responsibility of teachers and other educational personnel for the program of learning offered;"

WHEREAS, The Authority is authorized by the Legislature to sponsor charter schools pursuant to NRS 386.509; and

WHEREAS, on April 25, 2014, the Authority approved the application for a charter contract pursuant to Assembly Bill 205; and

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

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and Charter School agree as follows:

Part I: Operation of the School

1.1 Establishment

- 1.1.1 As authorized by the Nevada Revised Statute (NRS) 386.509, the Authority hereby authorizes the operation of the Charter School with the aforementioned conditions, and in accordance with the terms and conditions set forth in this Charter Contract.
- 1.1.2 This Charter Contract is entered into between the Charter School, its governing body (the “Charter Board”) and the Authority.

1.2 Parties

- 1.2.1 The person authorized to sign the Charter Contract on behalf of the Charter School is the President of the Charter Board (“Charter School Representative”).
- 1.2.2 The person authorized to sign on behalf of the Authority is the Chair of the Authority or, in the absence of the Chair, the Acting Chair.
- 1.2.3 The Charter School Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter School and has authority to sign this Charter Contract on behalf of the Charter School.

1.3 Term of Charter Contract

- 1.3.1 The Term of this Charter Contract shall be six (6) years.
- 1.3.2 This Charter Contract is effective upon execution, and the term of the Charter Contract begins June 13, 2014 and will terminate on June 13, 2020, unless earlier terminated as provided herein.

1.4 General

- 1.4.1 The Charter School shall not operate for profit and may be incorporated as a nonprofit corporation pursuant to the provision of chapter 82 of NRS.
- 1.4.2 The Charter School certifies that all contracts obligating the Charter School have been and will be undertaken by the Charter School in accordance with statute and regulation.
- 1.4.3 The Charter School and its Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authority policies applicable to charter schools.
- 1.4.4 The Charter School shall be deemed a public school subject to all applicable provisions of local, state and federal law and regulation, specifically including but not limited to health and safety, civil rights, student assessment and assessment administration, data collection, reporting, grading, and remediation requirements, except to the extent such provisions are inapplicable to charter schools.
- 1.4.5 Pursuant to NRS 386.513, the Local Education Agency of the Charter School is the Authority.

1.5 Charter School Governing Body

- 1.5.1 The Charter School shall be governed by the Charter Board, and deemed a public

body, in a manner that is consistent with the terms of this Charter Contract so long as such provisions are in accordance with applicable state, federal, and local law and regulation. (NRS 386.549)

- 1.5.2 The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the Charter School, and the fulfillment of the Charter Contract.
- 1.5.3 The Charter Board shall be the final authority in matters affecting the Charter School, including but not limited to staffing, job titles, employee salary and benefits, financial accountability and curriculum.
- 1.5.4 The Charter Board shall act in accordance with and is subject to the Nevada Open Meeting Law, Public Records Law, and Nevada Local Government Purchasing laws (NRS 332.039-.148)
- 1.5.5 The Charter Board shall have authority for and be responsible for policy and operational decisions of the Charter School. The Charter Board shall govern the Charter School pursuant to the following terms and conditions:
 - 1.5.5.1 Articles of Incorporation and Bylaws. The articles of incorporation, if applicable, and bylaws of the Charter Board shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law, regulation and this Charter Contract. The articles of incorporation, if applicable, are set forth in Exhibit #2 (initially or as amended, the “Articles of Incorporation”) and incorporated herein by reference. The Charter School shall notify the sponsor of changes to the bylaws or Articles of Incorporation.
 - 1.5.5.2 Composition. The composition of the Charter Board shall at all times be determined by and consistent with the articles of incorporation, if applicable, and bylaws and all applicable law and regulation. The complete roster of the Charter Board and each member’s affidavit, resume, and Request for Information shall be maintained in the Authority’s established document library (AOIS). The Charter Board shall notify the Authority of any changes to the Board Roster and submit an amended Board Roster to the documents library within ten (10) business days of their taking effect.
 - 1.5.5.3 Affiliation. Notwithstanding any provision to the contrary in the Charter Contract, the Articles of Incorporation, if applicable, or the bylaws, in no event shall the Charter Board, at any time, include more than two directors, officers, employees, agents or other affiliates of any single entity, with the exception of the Charter School itself, regardless of whether said entity is affiliated or otherwise partnered with the Charter School. (NAC 386.345(3))
 - 1.5.5.4 Conflicts of Interest. The Charter Board shall adopt a Conflicts of Interest Policy (the “Conflicts of Interest Policy”), including provisions related to nepotism and consistent with this section and applicable law by January 1 of the Charter School’s first year of operation . The Charter Board shall, at all times, comply with the provisions of the Conflicts of Interest Policy. The

adopted and approved Conflicts of Interest Policy shall be maintained in the Authority's established document library (AOIS). Any modification of the Conflicts of Interest Policy must be submitted to the Authority within five (5) days of approval by the Charter Board.

- 1.5.5.5 Non-Commingling. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authority.

1.6 Location

- 1.6.1 The Charter School shall provide educational services, including, without limitation, delivery of instruction or conduct operations at the following location(s):

7360 West Flamingo Rd., Las Vegas, Nevada, 89147

1.7 Facilities

- 1.7.1 The building(s) in which the Charter School is to be located shall be known as the Charter School Facilities (the "Facilities").
- 1.7.2 The Authority or its designee may, at the Authority's discretion, conduct health and safety inspections of the Facilities.
- 1.7.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public charter schools.
- 1.7.4 The Charter School's relocation to different Facilities shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.
- 1.7.5 In the event that legally viable Facilities and/or necessary certificates and permits are not in place, the Charter School may not provide instruction at the Facilities or otherwise admit pupils into the Facilities. In such event, the Authority reserves the right to enforce any of the consequences for failure to act in accordance with the material terms and conditions of this Charter Contract.

1.8 Charter School Independence

- 1.8.1 Neither the Authority nor the board of trustees of the local school district in which the Charter School is located may assign any pupil who is enrolled in a public school or any employee who is employed in a public school to the Charter School. Neither the Authority nor the local school district in which the Charter

School is located may interfere with the operation and management of the Charter School except as authorized by NRS 386.490-.610, inclusive, and any other statute or regulation applicable to the Charter School or its officers or employees.

- 1.8.2 The Charter School will be subject to review of its operations and finances by the Authority, including related records, when the Authority, in its sole discretion, deems such review necessary.

1.9 Pre-Opening Conditions

- 1.9.1 The Charter School's pre-opening conditions (initially or as amended, the "Pre-Opening Conditions") shall be as presented in Exhibit #4 and incorporated by reference herein. Any change to the Pre-Opening Conditions shall be a material amendment to this Charter Contract and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.
- 1.9.2 Failure to timely fulfill any material term of the Pre-Opening Conditions shall be considered a breach of material compliance with the Charter Contract pursuant to NRS 386.535 and shall be grounds for Authority intervention. Notwithstanding the immediately foregoing, the Authority may modify the restrictions contained therein or may grant the Charter School an additional planning year upon good cause shown.

Part 2: School Operations

2.1 Open Meetings and Public Records

- 2.1.1 The Charter School shall maintain and implement policies and procedures to ensure that it complies with all applicable laws and regulations relating to public meetings and records.

2.2 Mission Statement

- 2.2.1 The Charter School's mission statement (initially or as amended, the "Mission Statement") shall be as presented in the approved Charter Application appearing in Exhibit #3 and incorporated by reference herein. Any change to the Mission Statement shall be a material amendment to this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

2.3 Age; Grade Range; Number of Students

- 2.3.1 The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter Contract as identified in the Charter Application appearing in Exhibit #3, except that for the school year of 2014-15 enrollment shall be 524 pupils for semester 1, and 557 students for semester 2.

- 2.3.2 The Charter School may modify the number of students in any particular grade, and number of students within a class, to accommodate staffing exigencies and attrition patterns provided such modifications are consistent with this Charter Contract.
- 2.3.3 Elimination of a grade level that the Charter School was scheduled to serve; expansion to serve grade levels not identified in 2.3.1; or an annual increase or decrease in total enrollment by more than 10% from the enrollment of October 1 of preceding year shall be a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Authorization to expand may require the Charter School to demonstrate satisfactory academic and financial performance, and organizational compliance. Regardless what enrollment projections are contained in the charter school application approved by the Authority, the first year enrollment on October 1 for the Charter School shall serve as the basis for the 10% annual enrollment increase or decrease for the school's second year; similarly, subsequent years' enrollment on October 1 shall serve as the basis for the following years' enrollment. Each year's enrollment shall be limited to 10% more pupils than the previous year's October 1 enrollment unless the school's request for a material amendment is approved by the Authority. For example, a school enrolling 100 pupils any given year may enroll no more than 110 pupils the following year without Authority approval of a material amendment. It is the responsibility of the Charter School to request the material amendment required by this section 2.3.3 in a timely manner so as to manage the school's enrollment to comply with 2.3.3.

2.4 **Non-discrimination**

- 2.4.1 The Charter School shall not discriminate against any student, employee or other person on the basis of race, color, creed, ethnicity, national origin, gender, marital status, religion, ancestry, disability, sexual orientation, sex, gender identity or expression, need for special education services, income level, athletic ability, proficiency in the English language or any other grounds that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.

2.5 **Student Recruitment, Enrollment and Attendance**

- 2.5.1 Effective the beginning of the 2016-2017 school year, enrollment at the Charter School shall be for Clark County residents only. The Charter School students who reside in counties other than Clark County who completed the 2015-2016 school year at the Charter School may continue to be enrolled at the Charter School, but no new students who reside outside of Clark County shall be enrolled.
- 2.5.2 The Charter School shall make student recruitment, admissions, enrollment and

retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, need for special education services or status as credit-deficient. In no event may the Charter School limit admission based on race, ethnicity, national origin, gender, disability, income level, athletic ability, status as credit-deficient or proficiency in the English language, except as authorized by NRS 386.580(8).

- 2.5.3 The Charter School shall adopt and adhere to a Truancy and Absence Policy pursuant to NAC 386.180(5).
- 2.5.4 If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
- 2.5.5 Pursuant to NRS 386.580, Charter School may give enrollment preference based upon criteria established in law and regulation. Should state laws or regulations be amended to alter the nature or application of enrollment preferences, Charter School shall comply therewith upon the effective date of the changes. Before the Charter School enrolls pupils who are eligible for enrollment, the Charter School may enroll a child who:
 - 2.5.5.1 Is a sibling of a pupil currently enrolled;
 - 2.5.5.2 Was enrolled in a tuition-free prekindergarten program at the Charter School or affiliated program with the Charter School;
 - 2.5.5.3 Is a child of a person who is:
 - 2.5.5.3.1 Employed by the Charter School;
 - 2.5.5.3.2 A member of the Committee to Form the Charter School; or
 - 2.5.5.3.3 A member of the Charter Board;
 - 2.5.5.4 Is in a particular category of at-risk and the child meets the eligibility requirements prescribed by the Charter School for that particular category; or
 - 2.5.5.5 Resides within the school district and within two (2) miles of the Charter School if the Charter School is located in an area that the Authority determines includes a high percentage of children who are at-risk.

2.6 **Tuition, Fees and Volunteer Requirements**

- 2.6.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment. The Charter School may not impose any fees that a school district would be prohibited by applicable law or regulation from imposing.
- 2.6.2 Nothing in this section shall be interpreted to prohibit the Charter School from imposing fees that a school district would be permitted to impose.
- 2.6.3 Any requirement that a parent commit a number of volunteer hours shall be prohibited unless such a requirement considers individual family circumstances and allows for a waiver of volunteer hours.

2.7 **School Calendar; Hours of Operation**

- 2.7.1 The Charter School shall adopt a school calendar with an instructional program

to provide annually at least as many days of instruction as are required of other public schools located in the same school district as the Charter School is located, unless written approval from the Superintendent of Public Instruction provides for a waiver of this requirement. (NRS 386.550)

2.8 Student Conduct and Discipline

- 2.8.1 The Charter School shall adopt and adhere to a student discipline policy (the “Discipline Policy”) pursuant to NRS 386.585 and regulation. The Charter School may not remove, withdraw, suspend or expel a pupil against a parent’s wishes for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655 – 392.4675 or other applicable statute or regulation. Nothing in this provision precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable law and regulation.

2.9 Service Agreements, Contracts, Facility Lease or Purchase

- 2.9.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into a contract or other agreement related to the operation of the school. The Charter School shall include in any agreement or contract entered into that the provisions of any such agreement are enforceable only to the extent they are compliant with applicable law and regulation. The Charter Board is responsible for ensuring that all contracts or other agreements are compliant with existing law and regulation.

- 2.9.2 The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Authority, or the Department of Education.

2.10 Contracts with an Educational Management Organization (EMO)

- 2.10.1 The provisions appearing under 2.9 apply to contracts with an EMO.
- 2.10.2 Should the Charter School intend to enter into an agreement with an EMO as defined by NRS 386.562, the following provisions shall apply:
- 2.10.2.1 The Charter School shall comply with all Authority requests for information about the EMO that are reasonably related to the Authority’s duty to ensure that the Charter School is in compliance with all provisions of this Charter Contract and NRS 386.562; and NAC 386.400, 386.405, 386.407, 386.180, and 386.204 or other applicable statute and regulation.
- 2.10.2.2 In no event shall the Charter Board delegate or assign its responsibility for fulfilling the terms of this Charter Contract.
- 2.10.2.3 Any management contract entered into by Charter School shall include an indemnification provision for the Charter School as follows: “The management company shall indemnify, save and hold harmless against any and all claims, demands, suits, actions, proceedings, losses, costs,

judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the management company, or from conduct committed or alleged to have been committed by the management company on the premises of the Charter School, or from conduct committed by the management company's employees, officers, directors, subcontractors, or agents, during the term of this Charter Contract or any renewal thereof. Additionally, the management company shall defend the Authority in any such action or proceedings brought thereon. This provision shall survive the termination of this contract."

- 2.10.2.4 Should the Charter School propose to enter into a contract with an EMO, the Charter School agrees to submit all information requested by Authority regarding the management arrangement, including a copy of the proposed contract and a description of the EMO, with identification of its principals and their backgrounds. Entering into a contract with an EMO when an EMO was not previously engaged, terminating a contract with an existing EMO, or replacing an existing EMO with another EMO is considered a material amendment of the Charter Contract and the Charter School shall not enter into or terminate such contracts without written Authority approval.
- 2.10.2.5 Renewal or renegotiation of an existing contract with an EMO requires the Charter School to notify the sponsor, only, and is not considered a material amendment.

2.11 Employment Matters

- 2.11.1 All employees of the Charter School shall be deemed public employees.
- 2.11.2 The Charter School agrees to comply with the provisions of NRS 386.595 regarding employment status and NRS 386.590 regarding teacher licensure.
- 2.11.3 Neither the Charter School, nor its employees, agents, nor contractors are employees or agents of the Authority; nor are either the Authority or its employees, agents, or contractors employees or agents of the Charter School. None of the provisions of this Charter Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Charter Contract.
- 2.11.4 The Charter School shall have ultimate responsibility for employment, management, dismissal and discipline of its employees, including key personnel employed by an EMO. The Charter School will establish and implement its own dispute resolution process for employment matters.
- 2.11.5 The Charter School may not employ instructional personnel whose certificate or

license to teach has been revoked or is currently suspended by the state board of education in this state or another state. (NRS 386.590(a))

- 2.11.6 An employee of a charter school is eligible for all benefits for which the employee would be eligible for employment in a public school, including, without limitation, participation in the Public Employees Retirement System in a manner consistent with NRS 386.595.
- 2.11.7 The Charter School shall conduct criminal background checks and act in accordance with NRS 386.588.
- 2.11.8 The Charter School shall maintain employee files as identified in the Operations Manual, which are subject to audit by the Authority or other appropriate entity.
- 2.11.9 If the Charter School receives Title I funding, it must ensure that 100% of teachers in core academic subjects are Highly Qualified (as defined in the Elementary and Secondary Education Act) or are working pursuant to a plan to achieve Highly Qualified status.

2.12 Student Health, Welfare and Safety

- 2.12.1 The Charter School shall comply with all applicable federal and state laws and regulations concerning student health, welfare, and safety, including but not limited to state laws regarding the reporting of child abuse, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.

2.13 Transportation

- 2.13.1 If applicable, the Charter School shall be responsible for providing students transportation consistent with the plan proposed in the approved Charter Application appearing in Exhibit #3 and incorporated herein.
- 2.13.2 The termination or change of transportation shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

Part 3: Educational Program

3.1 Design Elements

- 3.1.1 The Charter School shall have control over and responsibility for delivery of the educational program and for attainment of the performance standards as set forth in the charter school performance framework (the "Charter School Performance Framework") Exhibit #1, as amended by Exhibit #1.1, incorporated herein. The Charter School shall have discretion to modify, amend, adapt, and otherwise change the educational program as it deems necessary to achieve the performance standards so long as such changes are consistent with the Charter Application and the Charter Contract.
- 3.1.2 In determining whether or not the Charter School complies with the essential terms of the educational program, the Authority will use the Charter

Application (initial or as amended) as the basis to assess fidelity.

3.2 **Curriculum**

- 3.2.1 The Charter School's educational program shall meet or exceed Nevada's content standards.

3.3 **Student Assessment**

- 3.3.1 The Charter School shall be subject to and comply with all requirements related to the state assessment and accountability system for public schools.
- 3.3.2 Nothing in this section prohibits the Charter School or the Authority from assessing student learning outside of and in addition to the state's testing program.
- 3.3.3 Educational program matters not specifically identified in this Charter Contract shall remain within the Charter School's authority and discretion.

3.4 **Special Education**

- 3.4.1 The Authority is the "local education agency" ("LEA") for purposes of compliance with the Individuals with Disabilities Education Act ("IDEA").
- 3.4.2 The Charter School shall provide services and accommodations to students with disabilities as set forth in the Charter Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the "IDEA"), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the "ADA"), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) ("Section 504"), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to enrolled students with disabilities in accordance with the individualized education program ("IEP") prescribed by a student's IEP team. The Charter School shall comply with all applicable requirements of state law and regulation concerning the provision of services to students with disabilities.
- 3.4.3 An annual Memorandum of Understanding which defines the rights and responsibilities of the Charter School acting as a school of the LEA and the Authority acting as LEA will be annually updated and disseminated by the Authority and signed by the Parties.
- 3.4.4 The Charter School shall maintain a special education reserve as a financial reserve or demonstrate, to the Authority's satisfaction, that the Charter School carries an insurance policy with sufficient coverage to ensure compliance with the indemnification and financial obligations of the Charter School. Such reserve or insurance product shall not in any way limit the Charter School's obligation in the event the special education reserve or insurance product is insufficient to fully pay costs incurred in connection with any claim or claims, and the Charter School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The Charter School shall keep any special education reserve separate from and not utilize it to satisfy

any other requirements applicable to the Charter School. Any special education reserve shall be maintained in a separate bank account and shall be equal to \$25,000 plus the interest that has been earned in this account to date. The Charter School shall fully fund any reserve account by the end of its fifth year of operation and contribute to it in a manner that can reasonably be expected to reach this goal. If money is withdrawn from the reserve account, unless otherwise agreed to in writing by the Authority, the Charter School shall be required to replace all sums withdrawn by the end of the subsequent fiscal year.

3.5 English Language Learners

- 3.5.1 The Charter School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The Charter School shall adhere to policies and procedures for identifying, assessing and exiting English language learners, consistent with all applicable laws and regulations. The Authority and the Charter School will work to assure compliance with any and all requirements of the state and federal law regarding services to English language learners.

Part 4: Charter School Finance

4.1 Financial Management

- 4.1.1 The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. The Charter School shall operate on a fiscal year that begins July 1 and ends June 30.
- 4.1.2 At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls, including without limitation: (1) commonly accepted accounting practices and the capacity to implement them; (2) a bank account maintained within this State; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with applicable federal and state law.
- 4.1.3 The Charter School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit will be

provided to the Authority in written form in accordance with the date established by law and regulation and identified in the Reporting Requirements Manual. The Charter School shall pay for the audit.

- 4.1.4 The Charter School shall prepare quarterly financial reports for the Authority in compliance with this Charter Contract. Such reports shall be submitted to the Authority no later than fifteen (15) days following the end of each quarter, as defined in the Reporting Requirements Manual.
- 4.1.5 The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the Nevada Department of Education (the "Department") and/or Authority and to make such records available upon request.
- 4.1.6 The Charter School shall use and follow the chart of accounts and any grant codes as defined by the Department in the Nevada Common Elements for Accounting and Reporting K-12 Educational Finances.
- 4.1.7 The Charter School shall assure that all financial records for the school are maintained, posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.
- 4.1.8 The Charter School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School's budget.
- 4.1.9 Pursuant to NAC 387.770, the Charter School shall maintain a complete and current inventory of all school property and shall perform a physical inventory annually. Any asset acquired by the Charter School is the property of the Charter School for the duration of the Charter Contract and any subsequent renewals. The Charter School shall take reasonable precautions to safeguard assets acquired with public funds. The Charter School shall manage all assets consistent with the requirements of applicable law and regulation, including without limitation NAC 387.335, 387.342 and 387.360; and NRS 386.536.
- 4.1.10 If the Charter School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.
- 4.1.11 Except as may be expressly provided in this Charter Contract, as set forth in any subsequent written agreement between the Charter School and the Authority pursuant to NRS 386.561, or as may be required by law, neither the Charter School nor the Authority shall be entitled to the use of or access to the services, supplies, or facilities of the other. Any service agreements between the Authority and the Charter School shall be subject to all terms and conditions of this Charter Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this contract or set forth in any subsequent written agreement between the Charter School and the Authority or required by law, shall not be a condition of the approval or

continuation of this contract.

- 4.1.12 The Charter School shall comply with other requirements as may be imposed through state law or regulation, from time to time, on charter school finances, budgeting, accounting, and expenditures, provided that the Authority shall provide technical assistance regarding material changes to state law and regulation, and the Parties will collaborate to assure that they each remain reasonably current on the impact of any modifications on charter schools. The Parties agree that the Charter School retains primary responsibility for compliance with state law and regulation.
- 4.1.13 The Charter School is solely responsible for all debt it incurs, and the Authority shall not be contractually bound on the Charter School's account to any third party. A statement to this effect shall be a provision of any and all contracts entered into by the Charter School.

4.2 **Budget**

- 4.2.1 In accordance with law and regulation and as identified in the Reporting Requirements Manual, the Charter School shall submit to the Department and the Authority the school's tentative budget for the upcoming fiscal year and the Charter School shall submit to the Department and the Authority the school's final budget for the upcoming fiscal year. The budget shall:
 - 4.2.1.1 Be presented on forms prescribed by the Nevada Department of Taxation; and
 - 4.2.1.2 Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues plus beginning fund balances.

4.3 **Charter School Funding**

- 4.3.1 Charter School shall receive, directly from the Department, state and local aid in an amount equal to its weighted count of enrollment multiplied by the per pupil Distributive School Account amount for the county of residence of each student plus the per pupil Outside Revenue amount for that county. The count of pupils for calculating the basic support for distribution to a charter school is the "Average daily enrollment" as defined by NRS 387.1211.
- 4.3.2 The Charter School shall maintain and transmit all necessary student information in the format prescribed by the Department to evidence enrollment and attendance of students for purposes of receiving state aid. The Charter School will receive state payment from the Distributive School Account directly from the Department, based on "Average daily enrollment" as defined by NRS 387.1211.
- 4.3.3 The Charter School shall receive state aid payments quarterly unless the quarterly payments exceed \$500,000 at which time the Department will pay state aid in monthly installments directly to the Charter School.
- 4.3.4 All state aid payments to the Charter School are subject to correction pending the outcome of the Department's annual Pupil Enrollment and Attendance

Audit.

4.4 **Authority Funding**

- 4.4.1 The yearly sponsorship fee to be paid by the Charter School to the Authority must be in an amount of money not to exceed two (2) percent but at least one (1) percent of the total amount of money apportioned to the Charter School during the school year pursuant to NRS 387.124. (NRS 386.570)
- 4.4.2 The Authority shall notify the Charter School in February of the fee anticipated to be charged pursuant to NRS 386.570 in the following fiscal year.

Part 5: Insurance and Legal Liabilities

5.1 **Insurance**

- 5.1.1 The Charter School shall provide and maintain, at its sole expense without reimbursement, adequate insurance, pursuant to NAC 386.215, necessary for the operation of the school, including but not limited to, property insurance, general liability insurance, workers' compensation insurance, unemployment compensation insurance, motor vehicle insurance, and errors and omissions insurance covering the Charter School and its employees. Should the State legislature or State Board of Education change the amount and/or type of insurance coverage required, the Charter School shall take necessary steps to ensure compliance with the law or regulation within thirty (30) days of receiving notice by the Authority of such change. The Authority shall be named as additional insured under all insurance policies identified under NAC 386.215.

5.2 **Liability**

- 5.2.1 As required by NRS 386.550, the Charter School agrees that the Authority is not liable for the acts or omissions of the Charter School, its officers, agents, or employees. The Charter School agrees to defend, indemnify, and hold the Authority, its agents and employees, harmless from all liability, claims and demands on account of contract, injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the Charter School's operations.
- 5.2.2 If the Charter School files a voluntary petition for bankruptcy or is declared bankrupt during a school year, neither the State of Nevada nor the Authority may be held liable for any claims resulting from the bankruptcy pursuant to NRS 386.575.

Part 6: Transparency and Accountability

6.1 **Charter School Reporting**

- 6.1.1 The Authority shall provide the Charter School with a Reporting Requirements Manual on or before the commencement of the contract year and updated at least annually. The Authority shall endeavor to make the Reporting

Requirements Manual as complete as possible. The Charter School shall be responsible for submitting timely and complete reports in accordance with the Reporting Requirements Manual.

- 6.1.2 The Authority shall provide the Charter School with an Operations Manual on or before the commencement of the contract year and updated at least annually.

6.2 **Additional Reporting**

- 6.2.1 The Charter School shall be responsible for additional reporting as required for compliance with state law and regulation, federal requirements, and other applicable external reporting requirements.

6.3 **Authority Reporting**

- 6.3.1 The Authority shall produce and make available reports to the Charter School in a manner consistent with the Reporting Requirements Manual.

Part 7: Oversight

7.1 **Authority**

- 7.1.1 Pursuant to NRS 386.509, the Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to confirm that the Charter School is and remains in material compliance with this Charter Contract, the Charter Application, and applicable law and regulation. The Authority's oversight of the Charter School shall include, but not be limited to, the following activities:

- 7.1.1.1 Oversight, intervention, termination, renewal, and closure processes and procedures for the Charter School;
- 7.1.1.2 Reviewing the performance and compliance of the Charter School within the terms of this Charter Contract and applicable laws, policies and regulations;
- 7.1.1.3 Ensuring the Charter School's compliance with reporting requirements;
- 7.1.1.4 Monitoring the educational, legal, fiscal, and organizational condition of the Charter School; and
- 7.1.1.5 Providing guidance to the Charter School on compliance and other operational matters.

7.2 **Inspection**

- 7.2.1 All records established and maintained in accordance with the provisions of this Charter Contract, applicable policies and/or regulations, and federal and state law shall be open to inspection by the Authority and other applicable agencies, entities, or individuals within a reasonable period of time after request is made.

7.3 **Site Visits**

- 7.3.1 The Authority shall visit the Charter School at least once as a component of the Mid-Term evaluation as defined in the Charter School Performance

Framework. Authority may, at its discretion, conduct formal, targeted school visits. Such site visits may include any activities reasonably related to fulfillment of its oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter School; and interviews of school and other stakeholders.

7.4 **Notification**

- 7.4.1 The Charter School shall notify the Authority immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter Contract or the Charter Application. Such notification shall not be construed as relief from the Charter School's responsibility to correct such conditions.
- 7.4.2 The Charter School shall notify the Authority immediately of any circumstances requiring the closure of the Charter School, including but not limited to natural disaster, other extraordinary emergency, or destruction of or damage to the school facility.
- 7.4.3 The Charter School shall immediately notify the Authority of the arrest or charge of any members of the Charter Board or any Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter Board or any Charter School employee for child abuse.
- 7.4.4 The Charter School shall notify the Authority immediately of any change to its corporate legal status.
- 7.4.5 The Charter School shall notify the Authority immediately of any default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 7.4.6 The Charter School shall notify the Authority immediately if at any time the Charter School receives notice or is informed that the Charter School or the Authority are parties to a legal suit.

7.5 **Intervention**

- 7.5.1 Consistent with any oversight practices set out in the Charter School Performance Framework, the Authority shall follow a progressive system of notification and calls for corrective action on the part of the Charter School.
- 7.5.2 Any complaints or concerns received by the Authority about the Charter School or its operation including but not limited to complaints filed with the Office for Civil Rights, the Nevada Attorney General's Office, and Equal Employment Opportunity Commission, shall be forwarded promptly by the Authority to the Charter School.
- 7.5.3 The Charter School shall promptly forward to the Authority any formal complaints or concerns received by the Charter School filed with or from the Office for Civil Rights, the Nevada Attorney General's Office, Equal Employment Opportunity Commission, and/or formal grievances filed by any

party with the Charter Board. Such forwarding of complaints or concerns shall not relieve Charter School of the responsibility of resolving the complaints or concerns.

- 7.5.4 The Charter School shall indemnify the Authority for any costs, attorney fees, and/or financial penalties imposed on the Authority by state and/or federal authorities due to actions or omissions of the Charter School relative to regulatory compliance.
- 7.5.5 To the extent that concerns or complaints received by the Authority about the Charter School may trigger Authority intervention, including termination or non-renewal of the Charter Contract, the Authority may monitor the Charter School's handling of such concerns or complaints. In such cases, the Authority may request and the Charter School shall provide information regarding the Charter School's actions in responding to those concerns or complaints.

Part 8: Termination and Default Termination

8.1 Termination

- 8.1.1 As provided by law, this Charter Contract may at any time be terminated by the Authority before its expiration upon determination and majority vote of the Authority that the Charter School, its officers or its employees:
 - 8.1.1.1 Committed a material breach of the terms and conditions of the Charter Contract;
 - 8.1.1.2 Failed to comply with generally accepted standards of fiscal management;
 - 8.1.1.3 Failed to comply with the provisions of NRS 386.490 to 386.610, inclusive, or any other statute or regulation applicable to charter schools; or
 - 8.1.1.4 Persistently underperformed, as measured by the performance indicators, measures and metrics set forth in the Charter School Performance Framework for the Charter School.
- 8.1.2 The Charter Contract may be terminated by the Authority if 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.
- 8.1.3 The Charter Contract may be terminated by the Authority if the Authority determines that termination 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 property of the school district or the community in which the Charter School is located.
- 8.1.4 The Charter Contract may be terminated by the Authority if the Authority determines that the committee to form the charter school or charter management organization, as applicable, or any member of the committee to form the charter school or charter management organization, as applicable, or

the governing body of the charter school has at any time made a material misrepresentation or omission concerning any information disclosed to the Authority

8.1.5 The Charter Contract may be terminated by the Authority if the Authority determines that the charter school operates a high school that has a graduation rate for the immediately preceding school year that is less than 60 percent;

8.1.5.1 For the graduating cohorts, as defined by NAC 389.0246, of 2016, 2017, and 2018 the Charter School's Charter Contract shall not be eligible for termination based on a graduation rate, as calculated by the Nevada Department of Education, below 60%. However, the Charter School shall be eligible for reconstitution of its governing board or appointment of a receiver if its graduation rate is below the benchmarks established by this section. For the graduating cohorts included in this section, judicial review of any decision to reconstitute the governing board, or appoint a receiver under this section or NRS 388A.330(1)(e) shall be limited to a review of whether the school has or has not achieved the annual graduation rate target or whether the Authority failed to follow the procedure specified by NRS 388A.330.

Graduation rate benchmarks:

Cohort 2016: 52%

Cohort 2017: 55%

Cohort 2018: 60%

Should the Charter School, by November 1, 2016, submit an authorized request to change its enrollment policy and make other changes necessary or advisable for the school to seek entrance into the statutorily created Alternative Framework, the Authority shall work in good faith with the Charter School to revise these benchmarks to reflect the school's requested changes. The benchmarks provided above shall be renegotiated upon approval of the Charter School's amendment request to limit enrollment to at risk students. ~~The benchmarks provided above shall be renegotiated upon approval of the Charter School's amendment request to limit enrollment to at risk students.~~

Any revisions to the benchmarks in this section will not be effective unless the Authority approves the Charter's School's requests made pursuant to this section.

8.1.6 The Charter Contract may be terminated by the Authority if the Authority determines that the charter school operates an elementary or middle school or junior high school that is rated in the lowest 5 percent of elementary schools, middle schools or junior high schools in the State in pupil achievement and

school performance, as determined by the Department pursuant to the statewide system of accountability for public schools; or

8.1.7 The Charter Contract may be terminated by the Authority if the Authority determines that pupil achievement and school performance at the charter school is unsatisfactory as determined by the Department pursuant to criteria prescribed by regulation by the Department to measure the performance of any public school.

8.1.8 In any instance of termination, the Authority shall provide to the Charter School written notice of termination, which notice shall include its findings and reasons for such action, and adhere to the process outlined in NRS 386.535.

8.2 **Default Termination**

8.2.1 The Authority shall terminate the Charter Contract if the school receives in any period of 5 consecutive school years, three annual ratings established as the lowest rating possible indicating underperformance of a public school, as determined by the Department pursuant to the statewide system of accountability for public schools. The charter school's annual rating pursuant to the statewide system of accountability based upon the performance of the charter school for any school year before the 2015-2016 school year must not be included in the count of annual ratings for the purposes of this subsection.

8.3 **Other Remedies**

8.3.1 The Authority may impose other appropriate remedies for breach including, but not limited to, a required corrective action plan.

Part 9: Closure

9.1 **Closure**

9.1.1 In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, termination, or voluntary surrender of the Charter Contract, the Charter School shall cooperate fully with the Authority to ensure the orderly closure of the Charter School in a manner consistent with state law and regulation (NRS 386.536), including, but not limited to:

9.1.1.1 Securing student records; assisting students with their enrollment in other schools; financial responsibilities and preserving financial records.

Part 10: Dispute Resolution

10.1 **Dispute Resolution**

10.1.1 Parties agree to implement the following dispute resolution plan in good faith:

For purposes of this section, a "dispute" is a disagreement over a non-material matter concerning the operation of the charter school. In the event a dispute

arises between the Charter School and the Authority or its staff, the charter school shall submit, in writing, a statement outlining its complaint and proposed resolution to the Director of the Authority or his/her designee for review. The Director will respond to the complaint and proposed resolution, in writing, within thirty (30) calendar days outlining whether or not he/she agrees with the complaint and whether he/she accepts the proposed resolution or offers an alternative resolution to the complaint. If the charter school is not satisfied with the response from the Director, it may request, in writing, a review by the President of the Authority. The President of the Authority will respond, in writing, within fifteen (15) calendar days stating whether or not he/she agrees with the complaint and if so, whether he/she agrees with the proposed resolution, or proposing an alternative resolution to the charter school. In the event these representatives are unable to resolve the dispute informally, pursuant to this procedure, the complaint and proposed resolution will be submitted to the Authority at the next available meeting for its consideration. The Authority will decide whether or not it agrees with the complaint or any proposed resolution. Any decision by the Authority is final.

Part 11: School Performance Standards and Review

11.1 Performance Standards

- 11.1.1 The Charter School Performance Framework is composed of indicators, measures, metrics, targets, and ratings to measure the academic, financial, organizational and mission specific, if applicable, performance of the Charter School. Pursuant to NRS 386.527, the performance framework is incorporated into this Charter Contract as set forth in the Charter School Performance Framework in Exhibit #1.
 - 11.1.1.1 The Authority may, upon request for a material amendment from the Charter Board, include additional rigorous, valid and reliable performance indicators that are specific to the Mission of the Charter School and complementary to the existing measures.
 - 11.1.1.2 The Charter School Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the approved Charter Application and not explicitly incorporated into the Charter School Performance Framework. The specific terms, form and requirements of the Charter School Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authority and will be binding on the Charter School.
- 11.1.2 According to the Charter School Performance Framework, the Charter School shall annually:

- 11.1.2.1 Meet or exceed standards on the academic indicators;
- 11.1.2.2 Demonstrate financial sustainability through meeting standards on the financial indicators;
- 11.1.2.3 Operate in compliance with the terms and conditions of this Charter Contract; and
- 11.1.2.4 If applicable, demonstrate sound performance on mission specific indicators.

11.2 **Review**

- 11.2.1 The Authority shall monitor and periodically report on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Charter School Performance Framework. Such reporting shall take place at least annually.
- 11.2.2 The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Charter School Performance Framework shall provide the basis upon which the Authority will decide whether to renew the Charter Contract at the end of the term.
- 11.2.3 The Parties intend that, where this Charter Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the Charter School Performance Framework may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Charter School Performance Framework as initially established in the Charter Contract.
- 11.2.4 While both parties acknowledge that importance of the Charter School Performance Framework, and the Authority's obligation to consider the Charter Schools performance under the Charter School Performance Framework in any decision that results in reconstitution, revocation, or termination of a charter contract, the parties also acknowledge that the Authority may reconstitute the board, revoke the charter, or terminate the charter contract prior to its expiration of a school with acceptable performance under the Charter School Performance Framework if allowed by NRS 386.535.

Part 12: Contract Construction

12.1 **Entire Charter Contract**

- 12.1.1 The Parties intend this Charter Contract, including all exhibits hereto, to represent a final and complete expression of their agreement, which shall be

considered the Charter Contract. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter Contract may be approved from time to time hereafter.

12.2 **Authority**

12.2.1 The individual officers, agents and employees of the Parties do hereby individually represent and warrant that they have full power and lawful authority to execute this Charter Contract.

12.3 **Notice**

12.3.1 Any notice required, or permitted, under this Charter Contract shall be in writing and shall be effective upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of State Public Charter School Authority:

Director

1749 N. Stewart St, Suite 40

Carson City, NV 89706

In the case of Charter School:

Beacon Academy of Nevada

7360 West Flamingo Rd.

Las Vegas NV 89147

12.4 **Waiver**

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

12.5 **Non-Assignment**

12.5.1 Neither party to this Charter Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Charter Contract unless the other party agrees in writing to any such assignment.

12.6 **Applicable Law**

12.6.1 This Charter Contract shall be governed by and construed in accordance with the laws of the State of Nevada, including all requirements imposed by regulation and Authority policy, and all applicable federal laws of the United States.

12.6.2 The Parties intend that, where this Charter Contract references federal or state

laws, they be bound by any amendments to such laws upon the effective date of such amendments.

12.7 Material Amendments

12.7.1 Material amendments require Authority approval. Pursuant to NRS 386.527 any material amendment to this Charter Contract will be effective only if approved in writing by the Authority. The proposed amendment must be submitted in a manner consistent with applicable law and regulation and defined in the Operations Manual. A material amendment shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Changes in operation that are considered material and require the Charter School to obtain an amendment to this Charter Contract include, but are not limited to, the following:

- 12.7.1.1 Change in the Charter School's Pre-Opening Conditions (see 1.9.1);
- 12.7.1.2 Change in the Charter School's location (change of site and/or adding or deleting sites) (see 1.7.4);
- 12.7.1.3 Changes to the Mission Statement (see 2.2.1);
- 12.7.1.4 Elimination of a grade level served or expansion to serve a grade level not served (see 2.3.3);
- 12.7.1.5 10% annual increase or decrease in total enrollment pursuant to 2.3.3 of this Charter Contract;
- 12.7.1.6 Changes to the name of the Charter School;
- 12.7.1.7 Entering into a contract with an Educational Management Organization or terminating a contract with an Educational Management Organization pursuant to 2.10.2.4 of this Charter Contract;
- 12.7.1.8 Changes to the Mission Specific indicators (see 11.1.1.1);
- 12.7.1.9 Changes to pupil transportation plans (see 2.13.2).

12.8 Non-Material Change - Notification Required

12.8.1 Changes to this Charter Contract listed below do not require amendment as described in NRS 386.527; rather, such changes shall be accomplished through written notification. Changes requiring notification include, but are not limited to:

- 12.8.1.1 Mailing address, phone and fax number of the Charter School;
- 12.8.1.2 Changes in the lead administrator of the Charter School;
- 12.8.1.3 Changes in the composition of the Charter Board (see 1.5.5.2);
- 12.8.1.4 Changes to the Bylaws and/or Articles of Incorporation (see 1.5.5.1); and

12.9 Other Changes – Determination as Material or Non-Material, Requiring Notification or Not.

12.9.1 The Charter School may, from time to time, contemplate a change to the Charter School that is not identified within this Charter Contract as a Material

Amendment or as a Non-Material Change that requires notification. In such an event, the Charter School is obligated to request, in writing, the determination of the Authority as to whether or not such a change requires a Material Amendment (12.7) or Notification (12.8).

12.10 Severability

12.10.1 The provisions of this Charter Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Charter Contract shall remain in effect unless otherwise terminated by one or both of the Parties.

12.11 Third Parties

12.11.1 This Charter Contract shall not create any rights in any third parties who have not entered into this Charter Contract; nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Charter Contract.

12.12 Counterparts; Signatures

12.12.1 The Charter Contract may be signed in counterparts, which shall together constitute the original Charter Contract. Signatures received by facsimile or email by either of the Parties shall have the same effect as original signatures.

12.13 Material Breach

12.13.1 A material breach is defined as a violation of this Charter Contract which is substantial and significant as determined by the Authority.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Charter Contract:

 *President*
 President, Charter School Governing Body

Please print your name: RANDALL C DONALD

Date: 10/17/16

 Chair, State Public Charter School Authority

Please print your name: _____

Date: _____

EXHIBIT #1

Charter School Performance Framework

EXHIBIT #2

Articles of Incorporation, if applicable

Not Applicable

EXHIBIT #3

Charter Application

On File at SPCSA

EXHIBIT #4

Pre-Opening Conditions

Not Applicable

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

S U B J E C T: Consideration and possible action regarding the Notice of Closure issued to Beacon Academy on September 30 by SPCSA Staff at the direction of the SPCSA Board. Possible actions include dismissal of the Notice of Closure or no action allowing the Notice of Closure to proceed as issued

<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: October 21, 2016

AGENDA ITEM: 5

NUMBER OF ENCLOSURE(S): 1

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

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 5—Beacon Academy Notice of Intent
DATE: October 21, 2016

Background:

At the August 26, 2016 Authority meeting, the Authority directed staff and Beacon Academy to negotiate an amended charter contract by September 19, 2016. Staff and the school did not agree to mutually agreeable terms by the deadline.

Pursuant to [NRS 388A.330](#) and [NAC 386.330](#), the Authority directed staff to Issue a Notice of Intent to Terminate the Charter Contract of Beacon Academy based on having a graduation rate for the preceding school year that is less than 60 percent.

As discussed under Agenda item 4, staff and the school have agreed upon mutually acceptable terms. Staff has recommended approval of that contract. With the approval and execution of that contract, staff believes that the deficiency which led to the issuance of the Notice of Intent has been addressed.

Recommendation:

Contingent upon Authority approval of Agenda item 4 and the Chair's execution of the amended contract, staff recommends that the Authority dismiss the Notice of Intent to Terminate the Charter Contract of Beacon Academy.

STATE PUBLIC CHARTER SCHOOL AUTHORITY**SUPPORTING DOCUMENT**

**S U B J E C T: Consideration and possible
action of the American Preparatory Academy
charter amendment request to move facilities**

<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: October 21, 2016

AGENDA ITEM: 6

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 20 Mins

SUBMITTED BY: _____

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 6—American Preparatory Academy Charter Amendment to Relocate and Consolidate Facilities
DATE: October 21, 2016

Background:

American Preparatory Academy has previously requested approval to relocate and consolidate its Oakey campus into its Patrick/Sunset campus. American Preparatory Academy's board chair, Lee Iglody, subsequently requested that this item be tabled as the school required additional time to develop a complete and responsive document. The Agency is in receipt of that document and has determined that it complies with statute and regulation, including [NAC 386.3265](#) and [NAC 386.3266](#), and that it is complete and responsive to the questions asked by the Agency pursuant to its authority under those regulations. Mr. Iglody has also requested the opportunity to briefly address the Authority regarding lessons learned and answer any questions from members.

Recommendation:

Staff recommends that this relocation and consolidation amendment be approved.

Staff recommends that the Authority invite Mr. Iglody to the table in the event that members have specific questions or it is the will of the Authority to discuss lessons learned from this process.



AMERICAN PREPARATORY ACADEMY

October 5, 2016

Via EpiCenter and Email (ajohnson@spcsa.nv.gov)

Adam Johnson

Chair

State Public Charter School Authority

9890 S Maryland Pkwy

Suite 200B

Las Vegas, NV 89183

Dear Chairman Johnson:

The Board of Directors of American Preparatory Academy Las Vegas (APA-LV) has submitted its 2016 Charter School Facilities Amendment Request (SPCSAAR). The SPCSA staff has greatly aided us in this endeavor. We have traveled a steep learning curve and are grateful for the patience and guidance of both the SPCSA staff and board. With this experience we are better prepared to remain in compliance and fulfill our mandate to provide educational excellence to our students.

If time permits, I would appreciate three to five minutes to address the board at the October 21, 2016, SPCSA board meeting. This would allow me to be available to answer any questions regarding our SPCSAAR and to personally thank everyone on behalf of our school.

Thank you very much.

Sincerely,

Lee Iglody

Governing Board President

Cc: Patrick Gavin (pgavin@spcsa.nv.gov)



STATE PUBLIC CHARTER SCHOOL AUTHORITY



2016 CHARTER SCHOOL FACILITIES AMENDMENT REQUEST

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

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

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<u>FINANCIAL PLAN</u>	37

EXECUTIVE SUMMARY

Provide a brief overview of your school, including:

(a) An overview of the mission and vision for the school

American Prep Academy's aim is to provide K-12 students the opportunity to attend an academically rigorous school. It is our mission and vision that parents will be able to enroll their children in our school and have available to them a top-tier academic and talent-building school where they can be confident their child will reach maximum academic proficiency, be prepared for university study, and develop strong interpersonal and leadership skills that will prepare them to change the world for the better.

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

In 2014, we opened Las Vegas 1 - Oakey Campus on an amendment request because our facility outlined in our application was not yet completed. We signed a 2-year lease. Our original facility commenced construction and opened in year 2015 called Las Vegas 2- Sunset Campus. Our lease is up at our Las Vegas 1 campus and we are planning to consolidate both student populations in the Las Vegas 2 location.

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

I - Las Vegas 1 Campus (Oakey); II - Las Vegas 2 Campus (Sunset). Our founding campus is Oakey/Las Vegas 1, located at 6000 W. Oakey Blvd. We were able to secure a 2 year lease with the approval of the SPCSA of this facility when our original location was not going to be completed in time. Due to a delay in construction, as well as the need to commence operation in order to maintain our charter status, Las Vegas 1 campus on Oakey Blvd, opened in the fall of 2014. We were able to enroll approximately 400 students at this location.

(d) Proposed facility and target communities

The proposed facility for consolidation request is the Las Vegas 2- Sunset Campus, located at 8377 West Patrick Lane. Las Vegas 2- Sunset Campus was originally planned as the first campus in Las Vegas. The Las Vegas 2- Sunset Campus was scheduled to be completed in 2 phases in order to allow for the commencement of the 2015/16 school year. Phase one was complete in August of 2015, and held 1040 students. The second phase was completed 9 months later, increasing our possible enrollment to 1485, per our charter agreement. We have offered enrollment for all

students attending the Las Vegas 1 campus to attend our Las Vegas 2 campus. Our target population was students in grades K-10 for the 2015/16 school year, has expanded to K-11 for the 2016/17 school year, and will be K-12 starting in the 2017/18 school year. American Prep will continue to serve those 1400 students across the Las Vegas Valley, as well as to enroll students from our more than 3000 student wait list.

(e) The outcomes you expect to achieve at the new location

American Prep plans to consolidate all of our resources and staff into one campus, thus being able to streamline our efforts and increase the quality of results, teaching, and managing. We also hope to provide a stronger sense of school community, with all of our families volunteering at one location. More effort and resources will be able to go into increasing the efficiency and quality of our community events and assemblies.

(f) The key components of your educational model for the relocated school

Key components of our school at the consolidated location will remain consistent with our Las Vegas 1 and Las Vegas 2 campuses as currently constituted. Our school's mission is to ensure each student achieves maximum academic success by teaching skills to mastery levels, imparting valuable knowledge, transmitting the common culture that binds us as a nation, and exposing children to supreme examples of artistic and intellectual achievement. Our Elementary School program utilizes Direct Instruction, Reading Mastery, Connecting Math Concepts, Spelling Mastery, and other Direct Instruction programs. Saxon Math is used in grades 3-8. The CHAMPS program is used for classroom and school-wide behavior management. The Core Knowledge curriculum is used school wide through Grade 8. Shurley English, Wordly Wise Vocabulary, and High Performance Writing are supplemental language arts programs. Monart Drawing is the art curriculum. American Prep utilizes achievement grouping in the teaching of reading, spelling, and math through grade 6. This means that all students are assessed and placed into groups that will allow them to be taught at exactly the correct instructional level. These "fluid groups" are composed of approximately 5-15 students, and are continually assessed to ensure the proper placement of each student. The American Preparatory Academy Junior High/High School program provides an academically rigorous liberal arts education that prepares students for advanced study at the university level, thereby developing conscientious, confident citizens who think clearly, are effective proponents of those thoughts, and are actively involved in the building and governing of society.

(g) The values, approach, and leadership accomplishments of your school or network leader and leadership team

American Preparatory Schools, our EMO, has a strong track record of establishing schools with rigorous academic programs and strong academic results. The approach of the EMO is to set up schools that focus on directing as many dollars as possible to the students. Small classes and intensive leadership training for students is costly, yet the American Prep Schools have demonstrated their commitment to their school partners by maintaining a low student/teacher ratio. Each elementary teacher has a full-time paraprofessional in the classroom, taking the effective class size to about 15. This directly impacts the academic program in a positive way. APS

believes its “core business” is teaching and learning and organizes the school’s resources to maximize the success of the students. Schools managed by APS have received state and national awards for effectiveness - Utah Charter School of the Year 2011; National School of Excellence 2013.

(h) Key supporters, partners, or resources that will contribute to your relocated school’s success

American Prep views several community member groups as important stakeholders that provide support to the school. We work closely with the local fire authority and police department to help keep our students safe. We have monthly interaction with the fire authority and we have invited the police department to our school several times to orient them to our physical campus, and to develop relationships so that if there is ever an emergency or need, that we have contacts there that can facilitate that. Boyd Martin Construction is a local business that has had a strong impact on our success by providing us an outstanding facility. The VA has been a strong partner as we have worked to teach our students about the role of the armed forces, Veterans Day and Memorial Day. We have partnered with an Asian market who has helped distribute flyers to their patrons. The local Smiths and Glaziers stores have provided help and support by way of food for events. Campus Club Uniforms has been very supportive of our parents in facilitating their acquisition of uniform items. Western and Southern Life, Truman Orthodontics, and Popped Popcorn Shop have assisted us with fundraising efforts. Sunrise Paving has assisted us in painting our carpool pickup areas and parking lots. We have many community partners that contribute to our success.

Parents of our students are our number one key support group. We view parents as vital partners in the successful realization of our school mission. We work hard to communicate regularly and comprehensively with our parents. We write a weekly newsletter that is distributed both electronically and via paper to each family. This newsletter includes the important calendar dates in the following few weeks, as well as information on many topics related to their child’s education and school programs, activities, and opportunities. Parents participate in volunteering at the school, with tens of thousands of hours logged annually. Another important stakeholder group is our staff. We work hard to ensure our staff feels our strong commitment to their professional development and their success in their jobs. We have 2 short-days each week (for students) so that our staff has regular opportunities to collaborate and work as teams. This is an important key to preparing and supporting our staff, and our staff is an integral, key support group in our success. Other community supports include the Charter School Association of Nevada, the SPCSA staff and board, and our own Governing Board. These groups assist with providing guidance and strategy from a global perspective.

MEETING THE NEED

TARGETED PLAN

- 1) Identify the community you wish to serve as a result of the relocation and describe your interest in serving this specific community.**
 - a) We wish to serve any families that are dedicated to a classical education model in the Las Vegas valley. We will be conducting outreach specifically to areas within a 5 mile radius of the Sunset campus, to try and involve the local communities and neighborhoods. We will not target specific demographics, but we will try to attract families with a similar educational philosophy to American Preparatory Academy. We wish to serve a community of parents that support our alternative model of education, and will conduct outreach through flyers, information sessions, tours, local advertisements, social media advertising, and most importantly - through outreach conducted by our current dedicated families. We would like to continue serving families from our Oakey campus as well, which we will do by offering them enrollment at the Sunset campus.
- 2) Explain how your relocation, and the commitment to serve this population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.**
 - a) American Preparatory Academy is very committed to serving all of our students, interested families, and the Las Vegas community. Our Sunset campus will have the capacity to serve more than three times the population that we served at our Oakey campus. In addition, the new campus will allow us to expand into High School. Many of our parents would like their children to experience an American Preparatory Academy High School experience, which we are unable to provide at our Oakey campus. The new campus will also provide an opportunity for families in the southwestern area of Las Vegas to have another charter school option close by. We hope that by providing the district and community additional charter school options in this part of the valley aligns with the mission of the SPCSA.

STRATEGIC PLANNING

- 1) Specifically identify the key risks associated with this relocation or consolidation plan and describe the steps the school is taking to mitigate these risks. Respondents should demonstrate a sophisticated and nuanced understanding of the challenges of relocation and consolidation in general and as they relate specifically to their school's specific plans based on current and historic experience of charter schools and similar types of social enterprises and non-profit and for-profit organizations. The response should detail specific risks and explain how the school will minimize the impact of each of these risks, and ideally provide contingency plans for them. Examples may include:**
 - a) **Inability to secure facilities/facilities financing;**
 - i) Inability to secure facilities or financing are real risks that charter schools experience. Without a track record of revenue and operation it can be very difficult to secure financing for a facility. Deciding to build-out an existing structure or find land and build from "scratch" is an important strategic decision with many variables. There are many developers willing to help charter schools secure a facility, but they come with a price tag and it is important that charter schools view themselves as holders of the

public trust (as their revenues come from the taxpayer) and pay the most competitive facility rates possible. Perhaps the biggest risk to a new charter school is paying too much for their facility, leaving insufficient funds for the school's "core business", which is academic achievement and fulfillment of the K-12 mandate. Thus, securing a facility and facility financing are both very challenging aspects of charter school development. Our board researched the accomplishments of our management company, APS, with relation to facility development and found that APS has a longstanding track record of very competitive facility costs for their existing buildings in Utah. Their original building, opened in 2003, serves 570 students at a cost of 5.82 per square foot, with the facility costing 5.54% of total expenditures. This an extremely competitive facility cost. Their 2nd campus, opened in 2009, serves 570 students at a cost of \$11.27 per square foot and 10.66% of total expenses. Their 3rd facility serves 1380 students at a cost of \$7.12 per square foot and 9.48% of total operation expenses. Their 4th school, which is the same floor plan as our school, costs \$7.95 per square foot and 9% of total operating expenses. We note that many charter schools pay twice these rates and we were confident, based upon APS' track record, that they could secure a building for our school at the best possible price.

b) Difficulty raising philanthropic funding to support the relocation or consolidation in the new location;

- i) We have sufficient funds set aside in our budget to manage the relocation and therefore we are not in need of philanthropic funding to support our relocation, therefore this risk is not applicable.

c) Insufficient talent pipeline/difficulty transferring and recruiting faculty to the new location;

- i) We have offered all of our teachers from the campus that is closing positions for the 2016-17 school year. 9 teachers of 13 have committed to continue teaching for our school at the new campus. Of the 4 not returning, 2 are moving out of state, 1 has left teaching for another field, and 1 has decided to return to school for a masters degree. We note that none left us to teach for a different school. We believe that indicates a successful school/employee relationship.
- ii) Our school implements a dynamic teacher training program whereby individuals with proper credentials can gain training to become a teacher. We have successfully moved 5 individuals through this process and they are now teaching at our school.
- iii) We recruit locally and nationally for candidates utilizing Indeed.com and Craigslist and we have been successful in attracting out of state candidates. We have hired 10 teachers from out of state, 3 who were recruited from American Prep schools in Utah.
- iv) We measure success by the percentage of teaching positions that are filled with effective teachers. We have been fortunate to find good candidates for our teaching positions, however, we have faced an ongoing challenge in recruiting and staffing qualified Science, English, and History teachers in our Secondary School. This challenge persists and we are recruiting nationally for these positions, with some good success.

d) Insufficient leadership pipeline/difficulty transferring and recruiting school leaders to the new location;

- i) We have offered all of our school staff and school leadership positions at the Sunset campus. 5 of the 5 individuals accepted positions at the Sunset campus. We will continue to utilize all personnel in this group.
 - ii) Long-term leadership needs are filled through American Prep's robust leadership training program, which provides opportunities for teachers to be team leaders, upper or lower elementary leaders, and eventually administrators. 100% of our elementary administrators were classroom teachers at American Prep prior to their becoming trained through our program as administrators. This provides great security to our school long-term as our administrators are brought up within the organization.
 - iii) We measure success by whether or not we have capable leaders in each leadership spot who are actively and effectively clearing the way for our teachers and staff to do their jobs well. American Prep employs annual surveys of parents and staff members that give us feedback on the performance of our staff members.
 - e) **Misalignment between the needs of the school which are prompting the relocation or consolidation and the needs of parents who may have selected the current campus due to geographic considerations**
 - i) Communication and Timeliness: We have been forthcoming in communicating to all our parents from the time we opened the Oakey campus that there was a 2-year lease in place and that we may not be open past the 2-year mark at that campus. Therefore our families have known since they enrolled about the potential of the Oakey campus closing.
 - ii) Consideration of enrollment: We have offered all families from the Oakey Campus seats at the Sunset Campus. In order to accommodate all students we will be required to increase our elementary school numbers at the Sunset campus, which we are prepared to do. Our total enrollment will still be within our approved cap in our charter application and agreement.
 - iii) Geographic Considerations: For the majority of our parents, the Sunset campus drive is a shorter drive than the Oakey drive. Many parents from the southwest corridor enrolled their students at the Oakey campus with the hopes of transferring their students to the Sunset campus when the facility was completed. However, there will be some families for whom the Sunset campus drive will be longer. We mitigate this challenge by having in place a system for parents to be able to communicate with each other regarding potential carpools and ride sharing.
 - f) **Ambiguous student performance outcomes and the need to curtail expansion if performance drops.**
 - i) As we are not expanding, and do not intend to expand our enrollment, this question is not applicable at this time.
- 2) **Discuss lessons learned during the school's past facilities experience and those of any replicated school or organization from another jurisdiction. For example: specifically identify each challenges encountered and how the school addressed them, as well as how the school would minimize such challenges for the proposed campuses.**
- a) We learned many lessons when we opened our first Oakey campus. The challenges and roadblocks were immense and each was overcome by involving staff members with expertise,

reaching out to local contacts, requesting assistance from our parents and families, researching solutions, and requesting assistance from the SPCSA. To minimize similar challenges at the Sunset campus, we will communicate frequently with the SPCSA, the local government, the neighbors in the surrounding area, and our enrolled families. We have gone door-to-door in the surrounding neighborhoods, knocking on hundreds of doors to guarantee a good relationship with the surrounding neighbors, and informing them of the school's plans and the opportunity for them to enroll at the school. We have been in constant communication with fire marshals and city planners to ensure that our new building will meet all city codes as well as be safe for our students and families. Our management company, APS, has assisted 7 other schools from the ground up, and has a lot of experience with school design, traffic flow, and processes related to opening a new facility. Their expertise will be heavily relied on when starting our school at a new facility.

PARENT AND COMMUNITY INVOLVEMENT

- 1) Describe the role to date of any parents, neighborhood, and/or community members involved in the proposed relocation or consolidation of the campus.**
 - a) We constantly communicate with our parents the school's plans, through the website, weekly newsletters, social media, and monthly governing board meetings. In addition to communicating our plans to our current parents, we have distributed marketing material through billboard advertising, social media advertising, and flyers to neighbors surrounding our current Oakey campus as well as surrounding our new Sunset campus. Our parents have been consistent in their assistance to help the school be successful in the transition to the new campus. Parents have created committees, donated warehouse space, lent trucks, volunteered relatives, repurposed desks, moved whiteboards, chairs and desks, and participated with the transition every step of the way. The transition would have been very difficult if not impossible without all of these volunteers.
- 2) Describe how you will engage parents, neighborhood, and community members from the time that the amendment is approved through the opening of the new campus or the relocation to the other existing campus. What specific strategies will be implemented to establish buy-in and to learn parent priorities and concerns during the transition process and post opening?**
 - a) We have been in constant communication with parents/families to provide an orderly transition to the new campus. We provide weekly tours to parents and prospective families to establish buy-in and to learn parent priorities and concerns. Also according to our parent-student handbook we have maintained our regular communication channels for parents to express concerns with staff.
 - b) We request that families offer 20 volunteer hours throughout the school year to ensure parental engagement and involvement. During the transition parents have been asked to help move furniture, fixtures, and curriculum to the new campus. Also our parents and families are invited to attend the board meetings, which are held monthly to provide input to the governing board.
- 3) Describe how you will engage parents in the life of the relocated or consolidated campus (in addition to any proposed governance roles). Explain the plan for building family-school**

partnerships that strengthen support for learning and encourage parental involvement during what will be a challenging time for many parents. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents.

- a) We will engage parents in the life of our school in many ways, including weekly assemblies in the Elementary School where parents are invited to come and watch as students “Show What They Know”. We have several assemblies where parents are invited to participate, including Veterans Day, Builders, and Memorial Day assemblies. We have an “open chair” policy in all our classrooms where parents are invited to come and observe instruction at any time. Parent teacher conferences are held 3 times per year. Daily parent communication via a Learning Plan, which is sent home with each elementary student, and weekly school newsletters also provide constant invitations for parental involvement.
 - b) All families are requested to come to at least two all-school meetings per year, where they will be taught how to participate in American Prep’s programs. Parents of students in grades K-6 are asked to read and sign the student’s Learning Plan daily. This signature is checked daily by the teacher, and statistics are maintained with regard to parent compliance in this task.
 - c) Parents are requested to assist students in completing daily homework assignments as needed, and are to communicate any problems or issues with the teacher via the Learning Plan daily. Elementary and secondary parents are given a login to review student grades via the Infinite Campus system. Secondary homework assignments are recorded on a daily planner for parents to review.
 - d) American Prep encourages all families to provide 20 hours per year of volunteer service. All parents are trained as volunteers, are provided Volunteer Guidelines, and are invited to participate in the committees or projects that are of interest to them. Volunteer hours are tracked on weekly communication envelopes. During the last quarter of the year, parents who have not completed their 20 hours are invited to participate in special projects so that they may meet the desired hours. We realize that not every parent will have the opportunity to contribute through volunteer hours. Such parents will not be treated any differently and their children will continue to be able to participate in every school activity. While the school does monitor and encourage participation, it does not require it. No negative consequences face the parents or students that do not meet the requested volunteer guidelines. Students will not be expelled, suspended, or asked not to return if the parent does not meet the volunteer recommendations.
 - e) Some of the activities and programs that our families and the community are involved in are: Meet the Teacher Night, Back to School Night, Fall Carnival, Builders Assemblies, Veteran’s Day Assembly, Winter Music Concert, Reading University Assemblies, Spring Music Concert, Spelling Bee, Geography Bee, Speech Festival, Science fair, Memorial Day Assembly, and our 5K Fun Run.
- 4) Discuss the community resources that will be available to students and parents at the relocated or consolidated campus. Describe any new strategic partnerships the relocated or consolidated campus will have with community organizations, businesses, or other educational institutions that are part of the school’s core mission, vision, and program to support this transition.**
- a) Community involvement is an incredibly important aspect of American Prep’s mission. We recognize the importance of having community partnerships and will continue to seek such relationships for the benefit of our student population. American Prep will continue to build

and strengthen the relationships we have with current volunteers, organizations, and businesses and will look to expand as those opportunities present themselves.

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

- a) Our school board members come from Summerlin, Mountains Edge, Spring Valley and Lone Mountain. They each have ties to those communities through their neighborhoods and activities. These areas comprise approximately 150 square miles surrounding our Sunset facility (15 miles north/south, 10 miles east/west). As such, our target community includes a vast area of the Las Vegas valley. The school has engaged this community by holding meetings at public libraries (Spring Valley, Windmill, Sahara) and posting flyers in the surrounding areas. Through these meetings we have learned that many residents in the southwest corridor have a high interest in our school. We have learned that many parents in the SW corridor are looking for an academically-rigorous academic program, and are willing to have their children in school longer hours in order to obtain that. We have learned that the parents in our community are highly supportive and ready to volunteer and serve at the school. We also have a few families that live in the northwest, Centennial area.
- b) We have engaged our target community through these information meetings, additionally via our website, billboard advertising, and other local advertising. We have utilized social media (Facebook, etc.) to provide information, increase awareness, and to receive feedback for/from the local population.
- c) Our monthly board meetings are open to the public, and the board has a public comment portion where any member of the community is welcome to address the board.
- d) The response to our efforts to engage the community have been fruitful. We have received thousands of applications to date for our school. We have built partnerships with retail businesses, nonprofit agencies and public service agencies which all benefit our school and its programs.
- e) We have had highly successful community events, including a Veterans Day assembly that saw the participation of over 80 veterans and their families from the local community. This is a reflection of our successful engagement with the community.
- f) With regard to non-parent community members, we have had a very positive reception in the community. Our neighbors have visited the school and been complimentary about our processes and our students. Through many of our school events, as mentioned in question 3 above, we are able to partner with a vast array of community groups and businesses.

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

- a) Our educational management organization, (APS- American Preparatory Schools) was our primary partner in planning and consolidating the campuses, through human resource

management, financial planning, negotiating a lease, and aiding in construction. The Elm Group provided architecture and building plans for the new facility and Vectra Bank provided financing.

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

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

- 1) Identify whether the school plans to offer pre-kindergarten in the first year of operation at the new/consolidated campus or in any subsequent year of the charter term.**
- 2) Identify whether the school will offer fee-based pre-kindergarten services. If the school does plan to offer fee-based pre-kindergarten, explain how the school will ensure that parents will be informed both initially and on an ongoing basis that both state and federal law preclude a K-12 charter school from giving admissions preference to students to whom it has previously charged tuition.**
- 3) Describe the school's plans for ensuring that the pre-kindergarten program aligns with the mission, vision, and program of the school's other grades and meets all other state requirements.**
- 4) Explain how the school's proposed pre-kindergarten program may meet the federal pre-kindergarten expansion grant criteria.**

American Preparatory Academy will not be offering any pre-kindergarten services in the first year of operation or any subsequent year of the charter term. American Prep does not intend to offer a Pre-K program, therefore the questions in this section are not applicable.

OPERATIONS PLAN

1) Organization Governance Structure & Board Development:

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

- i) The consolidation will not impact the composition of the Board, and will not change the Board's relationship to individual campus(es).
- ii) The Governing Body shall consist of the following:
 - (1) One member who: Satisfies the qualifications of paragraph (i); or is a school administrator with a license issued by another state or who previously held such a license and is retired as long as his or her license was held in good standing.
 - (2) One member who is a teacher or other person licensed pursuant to chapter 391 of NRS or who previously held such a license and is retired, as long as his or her license was in good standing.
 - (3) One parent or legal guardian of a pupil enrolled in APA-LV who is not a teacher or an administrator at the school.
 - (4) Two members who possess knowledge and experience in one or more of the following areas: Accounting, Financial Services, Law, or Human resources.
 - (5) At large, Governing Members which include other persons of good moral character such as parents, educators, community leaders, and representatives of nonprofit organizations and businesses that do not have contracts with the school

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

- i) Lee Iglody has significant experience in corporate law and finance. As a founding member of the board who was tasked with compliance, he invested the time and effort necessary to master the laws and regulations that apply to Charter Schools. In addition to his study of the law and regulations, he honed his operational and governance knowledge by attending conferences and spending hours in one-on-one meetings with other charter school administrators and board members, as well as the helpful SPCSA staff. Demonstrating his commitment to achieving the highest standard of governance, he has joined the CSAN board of trustees and is an active member in its planning group. An avid supporter of school choice and the advancement of educational excellence for all students, he is in regular communication with national and local charter school advocacy and educational groups.
- ii) Jonathan Gardner is the Director of Strategic Sourcing at Caesars Entertainment managing the sourcing, negotiating, contracting, and procurement compliance of \$200M+ annual facilities, engineering, and aviation spend. Passionate about education, Jonathan has also been a part-time/adjunct instructor at The College of Southern Nevada since 2008 and at other institutions before then. Jonathan is an MBA and has a Bachelor's degree in Statistics with an Emphasis in Actuarial Science and a Minor in Mathematics. As the APA-LV Board Treasurer, Jonathan oversees financial management

and procurement compliance for the school. He and his wife, Sara, have three children attending APA-Las Vegas 2.

- iii) Jennifer McLeod has a Bachelor of Science degree from Southern Illinois University in Biological Sciences. While pursuing her undergraduate degree, she also received her Endorsement in Secondary Education. Mrs. McLeod also received some graduate training in Educational Psychology at University of Nevada Las Vegas, where she focused on the devolvement and administration of standardized tests. Mrs. McLeod has worked as a certified licensed teacher in both the public and private sectors. She began her teaching career in 1995 as a public high school teacher right here in Clark County, teaching both Life Science and Biology. One of her most rewarding assignments was working with At-Risk juniors and seniors in an intense modified block, which allowed them to earn the required science credit needed for graduation. She has also had the opportunity to work as a substitute teacher at various schools here in the valley and spent a large portion of those assignments working as a teacher with students with various special needs. Most recently she worked at a privately owned school teaching a rigorous curriculum in an elementary classroom. Currently, Mrs. McLeod spends time volunteering as a parent at American Preparatory Academy and became a certified WIDA screener, working with ELL students.
 - iv) Rachel Lillian received her Bachelor of Science degree in Human Development and Family Studies as well as an Early Childhood Teaching Certificate from the University of Utah in 2002. She also received a Master of Education in Teaching and Learning with an emphasis on Learning and Literacy from the University of Utah in 2004. She worked as a First Grade Teacher from 2003-2006 in Utah. She then worked as an Elementary Education Evaluator for Western Governors University from 2007-2009 where she helped students who were working towards receiving their teaching degrees. She is passionate about children receiving the highest quality of education possible and is a supporter of school choice. She began serving on the board for American Preparatory Academy in 2014 and enjoys being involved in education.
 - v) Paris Bayardo received his Business Administration and Marketing degree from the University of Nevada in 2011. He works as a marketing manager with a specialty in hospice care. In addition, he has built and grown multiple businesses focusing on both marketing support and elderly care. He was not an original board member of American Preparatory Academy, but his passion for education and school choice drove him to APA in its first year of operation.
- c) **Identify any Board development requirements relative to the organization's governance needs at each stage of the transition.**
 - i) Members of the Board have drawn upon the deep well of experience and knowledge of the community of Charter Schools in Southern Nevada, as well as the written material available from SPCSA and CSAN. Each subcommittee chair takes time to further investigate the particulars pertinent to that committee such as employment, finance, compliance, etc. APA also draws upon the substantial knowledge and experience of APS. Recently, to bolster governance effectiveness, the Board has started sending members to specialized state and national conferences. The staff of SPCSA has been very helpful in guiding APA as it fulfills its mission to the community and its students.

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

- i) The governing board addresses conflicts of interest first and foremost by having established Bylaws and a Code of Ethics (attached). In addition, when the governing board enters into new contracts, a due diligence process including requests for proposals and multiple bids ensure that contracts are fairly awarded. The governing board maintains an arms-length relationship with all contractors, including the management company and the business manager. The Board itself ensures, through its membership guidelines, that no conflicts of interest exist between members of the board, the business manager, and the educational management company. The Board's rules to avoid possible conflicts of interest include: (i) the Board of Directors shall not include more than two individuals who represent the same organization, business or otherwise represent the interests of the same business or organization; (ii) a director shall not be an employee of the Board of Directors or the School, including, without limitation, an administrator or teacher; (iii) a director shall not be a contractor of the Board of Directors or the School; (iv) if a director serves as a director or as a representative of a nonprofit organization or business, no other director shall serve as a representative of such organization or business or represent the interests of such organization or business; (v) according to NAC 386.345(2)(b) - a person who is related by blood or marriage to an employee of the governing body or charter school; (vi) a person who is related by blood or marriage to another member of the governing body; (vii) the Board of Directors shall not consider any director nomination from any contractor of the school, especially any educational management organization.
- ii) In response to the recommendation by the SPCSA in the drafting of this application we have tasked our compliance chair to draft a code of ethics reflecting the current requirements. As of today, we are in full compliance with all regulation and requirements including NAC 386.345. We have also added additional language to our bylaws to be in full compliance with the above code.

2) Organization Charts and Decision-Making Authority:

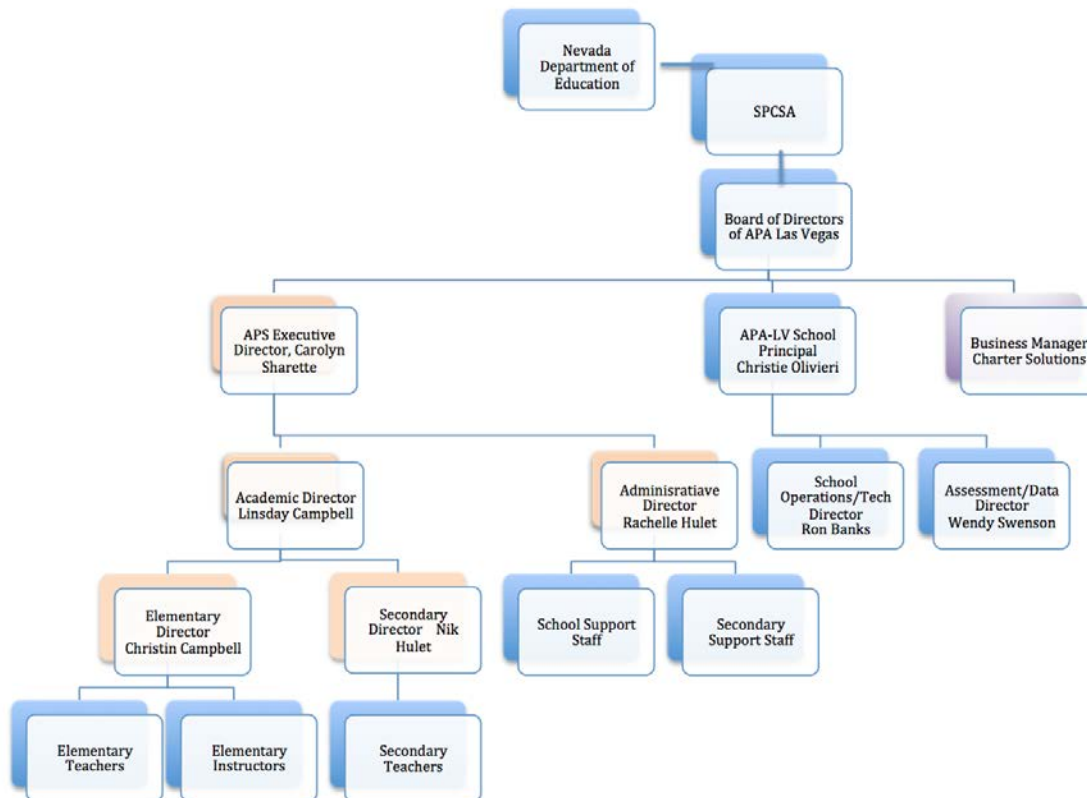
a) Provide the following organizational charts:

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

The organization charts should represent all national and state operations and clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the governing board, staff, any related bodies (e.g., advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools. If the school intends to contract with an education management organization or other management provider, clearly show the provider's role in the organizational structure of the school,

explaining how the relationship between the governing board and school administration will be managed. Please *include* all shared/central office positions and positions provided by the Management Organization (CMO or EMO) in the organizational chart, if applicable.

APA-LV Organizational Chart



<i>Proposed Consolidated LV2 Campus</i>						
Year	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Management Organization Positions						
Total Back-Office FTEs	8	8	8	8	8	8
School Staff						
Principals	1	1	1	1	1	1
Administrative Director	1	1	1	1	1	1
Business Manager	1	1	1	1	1	1
HR	1	1	1	1	1	1
Test Coordinator	1	1	1	1	1	1
Academic Coordinators	2	2	2	2	2	2
Counselor	1	1	1	1	1	1
Operations	3	3	3	3	3	3
Classroom Teachers	35	35	35	35	35	35
Classroom Paraprofessionals	39	39	39	39	39	39
Front Office	4	4	4	4	4	4
Curriculum	1	1	1	1	1	1
Total FTEs at School	90	90	90	90	90	90

Management Organization Positions						
Executive Director/CEO	1	1	1	1	1	1
Chief Academic Officer	1	1	1	1	1	1
Chief Financial Officer	1	1	1	1	1	1
Chief Talent Officer	1	1	1	1	1	1
Chief Operations Officer	1	1	1	1	1	1
Chief Growth Officer	1	1	1	1	1	1
IT Manager	1	1	1	1	1	1
Purchasing Manager	0	0	0	0	0	0
Accounting Manager	1	1	1	1	1	1
Head Registrar	0	0	0	0	0	0
Book Keeper	1	1	1	1	1	1
Total Back-Office FTEs	9	9	9	9	9	9
Elementary School Staff						
Principals	1	1	1	1	1	1
Assistant Principals	0	0	0	0	0	0
Counselor	0	0	0	0	0	0
Classroom Teachers (Core Subjects)	35	35	35	35	35	35
Classroom Paraprofessionals	39	39	39	39	39	39
Classroom Teachers (Specials)	4	4	4	4	4	4
Special Education Teachers	3	3	3	3	3	3

ELL/TESOL Teachers	2	2	2	2	2	2
Office	2	2	2	2	2	2
School Operations Support Staff	3	3	3	3	3	3
Total FTEs at Elementary Schools	89	89	89	89	89	89
Secondary School Staff						
Principals	0	0	0	0	0	0
Assistant Principals	0	0	0	0	0	0
Deans	0	0	0	0	0	0
Counselor	1	1	1	1	1	1
College Advisor	0	0	0	0	0	0
Test Coordinator	1	1	1	1	1	1
Classroom Teachers (Core Subjects)	25	25	25	25	25	25
Classroom Teachers (Specials)	0	0	0	0	0	0
Special Education Teachers	1	1	1	1	1	1
ELL/TESOL Teachers	0	0	0	0	0	0
Office	2	2	2	2	2	2
School Operations Support Staff	0	0	0	0	0	0
Total FTEs at High Schools	28	28	28	28	28	28
Total Network FTEs	117	117	117	117	117	117

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

- a)** American Preparatory Schools have successfully replicated and American Prep Schools (APS) currently manages 6 campuses utilizing the following management plan.
- b)** The Leadership Team at the school is comprised of the following individuals:
 - i)** School Principal, and On-Site Business Manager - Christie Olivieri (APA-LV Employee)
 - ii)** Global Business Manager - Charter Solutions, LLC -, Contract with APA-LV Board
 - iii)** Administrative Director - Rachelle Hulet - (APS Employee)
 - iv)** Assessment/Data Director - Wendy Swenson (APA-LV Employee)
 - v)** Academic Director - Lindsay Campbell (Upper Elementary - APS Employee)
 - vi)** Elementary Director - Christy Campbell (Lower Elementary - APS Employee)
 - vii)** Secondary Director - Nik Hulet (Grades 7-12 - APS Employee)
 - viii)** Human Resource Administrator - Meaghan Wheeler - (APA-LV Employee)
- c)** The school's "Core Business" is Academic Achievement and Character Development for each student. Therefore, the management structure is created to ensure that the Academic Team has the optimal opportunity to carry out their work. The School Principal, Business Manager, and Administrative Director have as their primary objective the task of "clearing the way" for the Academic Program to be implemented at maximum efficacy by the Academic Director, with the assistance of the Elementary and Secondary Directors.
- d)** The School Principal, Business Manager (BM), and Administrative Director work together to manage and facilitate all non-academic functions of the school. Together they develop the budget and approve purchases. The Business Manager is responsible for fiscal policy development and implementation of GAAP and all other finance policies. The Principal, BM and Administrative Director are jointly responsible for legal compliance with all rules and regulations that apply to the school. The Principal and Administrative Director sit on the hiring committee with the Academic Director and Board Member (Chair of Hiring Committee).
- e)** On a daily basis, the Academic Director (AD) leads the instructional programs at the school. The AD is the Instructional Leader, and this position requires a Nevada Administrative Certificate or comparable experience. The AD develops curriculum in consultation with APS, implements the academic program school-wide, sits on the hiring committee, and is the Lead Instructional Coach. The Elementary Director (ED) and Secondary Director (SD) oversee academic and administrative functions in their respective grade levels.
- f)** At the school level, the organization of leadership and communication is clear and defined and led by the following three Directors:

Title	Role/Responsibility	Critical Skills/Experience
<p>School Principal - Christie Olivieri</p> <p>Reports directly to the APA-Las Vegas Governing Board (NAC 386.403).</p>	<p>Oversee all non-academic administrative functions of school</p> <p>Team with BM on finance and budget functions</p> <p>Supervision of school support staff (secretarial)</p> <p>Establishment of policies and procedures relating to non-academic areas such as enrollment, registration, attendance, carpool, weekly communication with parents, state reporting, nutrition programs, calendar development, and implementation of administrative policies and procedures.</p> <p>Legal and regulatory compliance</p>	<p>Organization Leadership</p> <p>Compliance Management</p> <p>Public Relations</p> <p>Budget oversight</p> <p>Team Building</p> <p>Technology Skills (word processing, spreadsheets, PowerPoint presentations)</p> <p>Preferred Qualifications/Experience:</p> <p>Youth Leadership and mentoring</p> <p>Public Speaking</p> <p>Understanding of development of laws/rules and interest in being involved in legislative process/advocacy</p>
<p>Business Manager – Lincoln Fillmore Contracted by APA-LV Board</p> <p>Reports directly to the Governing Board.</p>	<p>Oversees all financial and accounting functions of the school</p> <p>Oversees all operations sectors of the school: custodial, maintenance, carpool, safety, emergency management.</p> <p>Policy and procedure development and implementation for all finance/operations sectors</p> <p>Legal compliance with all state laws and regulations governing</p>	<p>CPA preferred</p> <p>BS in finance or accounting or related</p> <p>Organization Leadership</p> <p>Budget development</p> <p>GAAP compliance experience</p> <p>Audit management</p>
<p>Academic Director – Lindsay Campbell</p>	<p>Oversees the Academic</p>	<p>Teacher license and/or Administrative License in Nevada or</p>

APS Employee Reports directly to the Executive Director of APS.	Programs of the school. Supervises the Elementary Director and Secondary Director Supervises teaching staff at the school Manages Teacher licensing Teacher recruitment – sits on the hiring committee Student assessment and placement into instructional classes Curriculum development and implementation Communication regarding academic issues with teachers and parents Organization of school schedule.	other state Classroom teaching experience Direct Instruction training and experience Core Knowledge training and experience
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- 4) Describe the leadership team’s individual and collective qualifications for implementing the transition plan successfully, including capacity in areas such as:**
- a) Facilities development;**
 - b) School leadership;**
 - c) School business operations and finance;**
 - d) Governance management and support to the Board;**
 - e) Logistics and transportation;**
 - f) Parent and community engagement both to maximize the number of students who relocate to the new/combined facility and to backfill any vacancies that result.**

The Leadership team at APS has depth of experience with regard to facilities development. The Sunset Campus is the 5th campus designed, built, and financed under their direction. The school leadership team has extensive experience in APA and general school management. Christie Olivieri, Principal, has a decade of experience in operations and also has experience as a teacher in Nevada schools. Lincoln Fillmore, Business Manager has over twenty charter schools under his financial management. Lindsay Campbell, Academic Director, has been a teacher, a special educator and a

school administrator with eight years of experience in the American Prep model. Lincoln Fillmore provides advice and support to the Governing Board as part of his contract. The School Principal has met with every family at the Oakey campus in person or in writing (paper and electronic) and has invited them to attend the Sunset Campus.

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

- a) Having the management company affiliation, we feel secure in our depth of leadership. Thus far APS has provided us with excellent managers and training for our employees as we work to develop our leadership pipeline.

STUDENT RECRUITMENT AND ENROLLMENT

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

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

- a) We meet all the mandates from SB208, including ensuring that we provide equal access to interested students and families. We conduct traditional and non-traditional outreach using internet, electronic, paper flyers to surrounding neighborhoods, and notifications in public libraries regarding the opportunities available for enrollment at our school. All students attending the Oakey campus also are offered enrollment at the Sunset campus. After enrolling all Oakey students and siblings, our seats have been filled, yet we anticipate we will experience some attrition throughout the school year and so we continuously recruit students via social media, family communication, flyers, and public notifications.
- b) We conduct a strictly "blind" enrollment process, wherein we do not gather any information regarding income or disability prior to students enrolling online at the school. In this way, we can be certain at-risk or disabled students are not discriminated against in enrollment. With regard to outreach to these communities, we have distributed paper flyers to neighborhoods, we place banners where the public can see, and we purchase billboard space so all community members can be made aware of the opportunity to enroll. We are not giving admissions preference based on NRS 386.580 or SB390.

- 2) Detail how the school’s programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a weighted lottery¹ which provides additional opportunities for specific target populations to be admitted to the school in a manner consistent with state and federal law; and (5) other enrollment policies and strategies which have had a demonstrated track record of success in dramatically increasing the diversity of student populations in a high achieving charter school to at least the poverty, disability, and ELL profile of the zoned school.**
- a)** APA-LV is committed to recruiting students that reflect the demographic profile of the campuses surrounding the school zones. Our current campus enrollment reflects the diversity of the surrounding communities. Strategies to accomplish this include grassroots local community outreach opportunities through flyers to local Asian and Hispanic markets as well as to surrounding neighborhoods, billboards that all community members can see, and parent information meetings at public libraries. Traditional recruitment includes electronic marketing through email, Facebook, and our website, as well as sending flyers home with all of our currently enrolled students.
 - b)** Please also see the information included in the table below, which is information pulled from the State Accountability Report Card that specifically shows the diverse population of our current school, attesting to the success of our recruitment strategies.

K-5	Am In/ AK Native	Asian	Hispanic	Black	White	Pacific Islander	2 or More Races	Male	Female	IEP	ELL	FRL	Migrant
American Prep	0%	14.40%	19.45%	12.64%	42.70%	-	8.57%	48.10%	51.90%	4.28%	6.67%	9.27%	0.00%
Charter Schools	0.93%	5.56%	19.21%	9.13%	57.22%	1.63%	6.33%	49.43%	50.57%	8.03%	5.34%	20.53%	0.11%
Clark County	0%	15.35%	22.06%	14.32%	35.23%	-	10.06%	50.71%	49.29%	11.63%	18.40%	57.52%	0.02%
Rogers	-	15.35%	22.06%	14.32%	35.23%	-	10.06%	50.71%	49.29%	12.39%	14.97%	49.29%	-
Steele	-	21.33%	20.63%	11.54%	31.59%	-	11.54%	50.12%	49.88%	12.47%	13.52%	36.60%	0.00%
Tanaka	-	10.50%	26.63%	15.45%	31.29%	-	13.12%	53.26%	46.74%	13.12%	12.24%	55.20%	-
Marion Earl	n/a	12.65%	35.76%	1.74%	22.56%	2.48%	8.80%	51.72%	48.28%	8.80%	24.48%	59.28%	0.00%
Batterman	-	17.80%	17.80%	11.65%	37.91%	-	11.87%	50.99%	49.01%	11.76%	10.77%	35.60%	0.00%
Alamo	-	26.33%	17.69%	14.36%	27.89%	-	9.37%	50.16%	49.84%	12.70%	17.48%	45.47%	0.00%
6-8	Am In/ AK Native	Asian	Hispanic	Black	White	Pacific Islander	2 or More Races	Male	Female	IEP	ELL	FRL	Migrant
American Prep	0%	14.40%	19.45%	12.64%	42.70%	-	8.57%	48.10%	51.90%	4.28%	6.67%	9.27%	0.00%
Charter Schools	0.93%	5.56%	19.21%	9.13%	57.22%	1.63%	6.33%	49.43%	50.57%	8.03%	5.34%	20.53%	0.11%
Clark County	0.44%	6.44%	45.05%	12.79%	27.58%	1.54%	6.15%	51.62%	48.38%	11.63%	18.40%	57.52%	0.02%
Fertitta	-	14.47%	24.25%	10.26%	39.61%	-	9.04%	51.97%	48.03%	8.49%	6.86%	43.82%	-
Faiss	-	17.74%	24.98%	12.78%	32.01%	-	9.08%	52.52%	47.48%	8.94%	7.03%	46.91%	0.00%
Canarelli	0.55%	25.08%	24.92%	12.32%	25.53%	3.50%	8.10%	52.44%	47.56%	8.44%	7.16%	43.23%	0.00%
Sawyer	-	12.92%	45.18%	13.84%	19.04%	-	6.27%	52.60%	47.40%	10.09%	20.72%	71.56%	0.00%
Lawrence	-	17.95%	33.64%	12.74%	28.01%	-	6.12%	53.34%	46.66%	8.66%	13.30%	56.58%	0.00%
9-10	Am In/ AK Native	Asian	Hispanic	Black	White	Pacific Islander	2 or More Races	Male	Female	IEP	ELL	FRL	Migrant
American Prep	0%	14.40%	19.45%	12.64%	42.70%	-	8.57%	48.10%	51.90%	4.28%	6.67%	9.27%	0.00%
Charter Schools	0.93%	5.56%	19.21%	9.13%	57.22%	1.63%	6.33%	49.43%	50.57%	8.03%	5.34%	20.53%	0.11%
Clark County	0.44%	6.44%	45.05%	12.79%	27.58%	1.54%	6.15%	51.62%	48.38%	11.63%	18.40%	57.52%	0.02%
Sierra Vista	0.67%	17.36%	24.33%	15.98%	28.88%	3.55%	9.22%	51.63%	48.37%	9.31%	4.38%	39.69%	-
Spring Valley	-	16.00%	33.45%	13.82%	28.47%	-	6.13%	51.38%	48.62%	10.03%	8.73%	49.56%	0.00%
Durango	-	14.29%	39.97%	13.25%	23.63%	-	7.12%	54.43%	45.57%	9.25%	10.34%	54.52%	0.00%

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

- The enrollment calendar for the first year was for the 2014-15 school year. We followed our charter application which specifies an enrollment window of May 1-May 31. We then held a lottery and assigned numbers to all applicants. We offered seats according to the lottery numbers assigned, providing sibling priority as students were placed in seats. We continued to receive online applications, and when our waitlists were exhausted and we had a seat available we pulled the student applications for the grade with the opening, held a lottery, assigned numbers and enrolled students based upon their number.
- The enrollment calendar for the following 2 years has been similar. We accept applications on an ongoing basis online. We feel this is more fair than an enrollment "window". Strict enrollment windows unfairly disadvantage students of at-risk, minority and low-income families as they may not have consistent access to the enrollment process online. Therefore we accept applications at any time into our website. Parents of kinder students for the following school year can begin enrolling January 1st of the year they hope to enroll their student. When we have an open seat and we have exhausted all numbered applicants (those applications that have been in a lottery), we pull all applications for students in the

grade where there is an opening and lottery them and assign them a number. We fill the vacancy from that numbered list.

- 4) **What enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination? What are the minimum, planned, and maximum projected enrollment at each grade level? Outline specific targets in the table below.**
 - a) The enrollment target is based upon our annual budget. Our re-enrollment rate target is 80%. Our school model is very rigorous and unique and we are not alarmed if students or families determine it is not their first choice after experiencing it for a period of time. Because we have extensive waiting lists, we are not in danger of failing to fill our seats and meet our financial obligations. We work hard to provide prospective parents with all the information they need to make an informed choice, but sometimes it is difficult for families to really know what APA is like until they try it, and sometimes they find it is not a good fit for their child. This results in a higher than may be expected student turnover rate. Each family is asked to complete an exit interview and form and participate in an interview with an administrator when they withdraw their student. These reports are available for review by the governing board. We discuss withdrawals monthly to ascertain if there are any trends that we need to address at the school level.
- 5) **What systems will you put in place to ensure that staff members are knowledgeable about all legal enrollment requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?**
 - a) We conduct ongoing trainings with all enrollment staff, and we meet weekly to oversee the process. We keep the lines of communication open between administration and all staff so that if a question or concern arises then it can be addressed quickly and accurately.
 - b) Our staff manual includes information regarding the illegality of inquiring about students or prospective students' immigration status and that we are an open enrollment school.
- 6) **Describe the student recruitment plan once your school has opened. In what ways will it be different than your pre-opening year, in terms of the strategies, activities, events, persons responsible and milestones? How will the school backfill vacancies in existing grades?**
 - a) This will be our 3rd year of operation so our current recruitment plan is in place and ongoing. Strategies that have been effective in attracting students to our school include flyers to the surrounding communities, public notices, internet marketing through social media, and purchase of billboard space. We have implemented all these strategies to ensure penetration into our community and to increase the diversity at American Prep.
 - b) These strategies differ from our pre-opening year because our families can help recruit in their neighborhoods and we have relationships developed with local asian and latino markets and they are happy to advertise our school.
 - c) We find it important to continue student recruitment and build our wait lists, but we are careful to not expend public dollars on marketing campaigns just to build those wait lists. We feel this is not a proper use of taxpayer funds that should be in the classroom.

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

a) Minimum Enrollment

Grade Level	Number of Students					
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Pre-K	0	0	0	0	0	0
K	98	98	75	75	75	100
1	160	93	90	75	75	75
2	160	155	90	90	75	75
3	160	155	90	90	90	75
4	128	155	150	90	90	90
5	192	124	150	150	140	90
6	160	155	150	150	140	140
7	128	124	124	120	145	120
8	96	124	124	120	120	140
9	64	93	124	120	145	150
10	64	62	124	120	145	150
11	32	62	93	120	120	150
12	0	33	62	90	90	124
Total	1442	1433	1446	1440	1445	1469

b) Planned Enrollment

Grade Level	Number of Students					
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Pre-K	0	0	0	0	0	0
K	100	100	75	75	75	100

1	160	93	93	75	75	75
2	160	155	93	93	75	75
3	160	155	93	93	90	75
4	128	155	155	93	90	90
5	192	124	155	150	140	90
6	160	155	155	150	140	140
7	128	124	124	150	140	120
8	96	124	124	124	120	140
9	64	93	124	124	150	150
10	64	62	124	124	150	150
11	34	62	93	124	124	150
12	0	33	66	93	99	124
Total	1446	1435	1474	1468	1468	1469

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

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

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

- a) The rationale for the number of students and grade levels is based on our facility and budget. The growth plan for following years is based on the previous year's enrollment, classroom availability, and projected attrition. This is merely a projection of what our

enrollment per grade is. Adjustments and changes will be made as directed by re-enrolling students, siblings of currently enrolled students and any new staff children that will enroll. We are also under certain constraints for secondary enrollment based on our staffing, scheduling options and room availability, which is determined by our elementary numbers. We have been and will continue to be very thoughtful and proactive year to year in determining the number of classes per grade we will offer, to assure that all capital expenses associated with grade-specific materials will get sufficient use to justify their expense. The continued academic success of our students is foremost in our planning and operations.

BOARD GOVERNANCE

- 1) Explain the governance philosophy that will guide the board, including the nature and extent of involvement of key stakeholder groups in making decisions which impact students and families.**
 - a)** The board's governance philosophy is that the Board is responsible for oversight over all aspects of the school. The Governing Board holds regular meetings that are publicized to parents in weekly newsletters. Parents are invited to attend and address the board at any meeting. Parents are also invited to communicate needs at any time with the board through the parent advocate who is serving on the board. The parent advocate's email address is published in the Parent-Student Handbook, and also is published in the weekly school newsletters periodically throughout the school year.
- 2) Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Will the board be making any changes to its Bylaws, Code of Ethics, and Conflict of Interest policy in light of the relocation/consolidation or new statutory or regulatory requirements, including SB509?**
 - a)** Applicants wishing to become a member of the board must provide a resume and disclose any connection to the school and its EMO. In addition, the members of the board provide an annual conflict of interest statement, see below. A Code of Ethics reflecting all current requirements, has been adopted by the governing board. The Bylaws have also been updated and approved by the board. As of today, we are in full compliance with all regulation and requirements including NAC 386.345.

**American Preparatory Academy Las Vegas
Potential Annual Conflict of Interest Disclosure Statement**

Please complete the questionnaire below, indicating any potential conflicts of interest. If you answer "yes" to any of the questions, please provide a written description of the details of the specific action, policy or transaction in the space allowed. Attach additional sheets as needed.

A conflict may exist where an interested party directly or indirectly benefits or profits as a result of a decision, policy or transaction made by American Preparatory Academy. The interested party would not have obtained this benefit were it not for his/her relationship with American Preparatory Academy.

- ☐ Has American Preparatory Academy proposed to contract or contracted to purchase or lease goods, services, or property from you or from any of your relatives or associates?
- ☐ Has American Preparatory Academy offered employment to you or to any of your relatives or associates?
- ☐ Have you used your relationship with American Preparatory Academy to obtain a contract, employment for yourself or any of your relatives or associates, from a person or entity that does business with American Preparatory Academy?
- ☐ Have you or any of your relatives been provided use of the facilities, property, or services of American Preparatory Academy in a way that is not available to others who benefit from the organization's services?
- ☐ Have you, a relative or an associate been in a position to benefit financially from an action, policy or transaction made by American Preparatory Academy?
- ☐ Other issues or situations not addressed above _____

I have received and carefully read the Conflict of Interest Policy for board members. I have considered not only the literal expression of the policy, but also its intent. By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy.

I hereby state that I do not have any conflict of interest, financial or otherwise that may be seen as competing with the interests of American Preparatory Academy, nor does any relative or associate have such a potential conflict of interest.

If any situation should arise in the future that I think may involve me in a conflict of interest, I will promptly and fully disclose in writing the circumstances to the Chair of the Board of Directors.

Signature

Name

Date

- 3) **Identify any existing, proposed, or contemplated relationships that could pose actual or perceived conflicts if the relocation/consolidation request is approved, including but not limited to any connections with landlords, developers, vendors, or others which will receive compensation or other consideration directly or indirectly from the school. This includes any relationship within the third degree of consanguinity or affinity between a board member or school employee and any party who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. Discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts, including the new requirements of a Code of Ethics in SB509 and the nepotism regulations applicable to charter schools.**
- a) We do not know of any existing, nor do we expect any actual or perceived conflicts regarding the relocation.
- 4) **Describe any advisory bodies or councils to be formed to inform the board of stakeholder input regarding the relocation or consolidation, including the roles and duties of those bodies. Describe the planned composition; the strategy for achieving that composition; the role of parents, students, and teachers (if applicable); and the reporting structure as it relates to the school's governing body and leadership.**
- a) No advisory bodies or councils are necessary regarding the relocation as the board member are managing this process directly.
- 5) **Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school related to the relocation or consolidation.**
- a) Parents or students that have an objection to any of the above were instructed to bring their concern to anyone at the school, who would assist them in bringing it to the person most able to address it. This could be a school administrator or a governing board member.
- b) The board of directors met in February of 2016, in regards to the Oakey campus. Notice was sent home in our newsletter by email, posted to our facebook page and website, a paper copy was also sent home to every family by way of the Family Communication Envelope. There was a large turnout of families at the board meeting and all who attended were able to speak during the public comment section at both the beginning and the end of the meeting. All qualified students were offered enrollment for the 2016/17 school year at the Sunset Campus.
- c) Attached are the Meeting Minutes for the 2/10/16 Board Meeting, Public Comment Sign In Sheet, as well as the Lease Resolution which was voted on at the 2/10/16 meeting. See **Attachment A**

SERVICES

- 1) **Provide a description of how the school leadership team will support operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school's plan for supporting all operational needs of the**

school, including but not limited to those listed below. In this space and in the finances section, demonstrate how you will fund the provision of these services.

- a) **Transportation: Describe your plans for providing student transportation. If the school will not provide transportation, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance for students whose parents may have selected the former campus due to transportation accessibility.**
 - i) APA does not provide transportation. We provide support to families through facilitating carpool plans and connecting families who live near each other so they can make carpool arrangements. If a student's IEP requires transportation, we would fulfill the requirements of the IEP.
- b) **Food Service: Outline your plans for providing food service at the relocated or consolidated campus, including whether and how you will be your own school food authority or will contract with another provider. If the school will not provide food service, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.**
 - i) APA-LV does not currently provide food services. There are several reasons why we do not currently provide food services, including our desire to focus on our "core activity" which is academic achievement, especially in our early years. We also feel that with the countless food sensitivities, preferences, and allergies that students have, it is a viable alternative to have parents provide their childrens' food. We are not opposed to providing food services, and will continue to explore the possibility, but at this time we have not included food services as part of our school services. Parents are notified when they apply for enrollment that our school provides no food services.
- c) **Facilities maintenance (including janitorial and landscape maintenance) for the new/consolidated facility.**
 - i) Janitorial and landscape maintenance will continue as is presently constituted. We have an on-site Operations Director, Ron Banks, who manages our contracts and our facility maintenance team.
- d) **Safety and security (include any plans for onsite security personnel) for the new/consolidated facility.**
 - i) Visitors are required to check in at the main office. All doors remain locked at all times, with the exception of the main entrance. The school is also equipped with a comprehensive video and audio surveillance system.

FACILITIES

- 1) **Describe the school's capacity and experience in facilities acquisition and development, including managing build-out and/or renovations, as applicable. Provide a description and analysis of any construction or development delays which have impacted a school or campus calendar and schedule in the past and a discussion of any organizational or operational adjustments that have been made to prevent recurrence in the future.**
 - a) The school itself has no experience in new facility development, and will rely heavily on the management company's experience in the new facility development. The management company has over a decade's worth of experience in facilities acquisition and development. They have built-out and renovated two campuses in two states, and have overseen total construction of four additional campuses in Utah and Nevada. All of their previous

campuses have opened on-schedule and on budget. Although the school's governing board does not have much experience in new facility development, the school has had 2 years of experience in leasing their current facility, including adding portable units to the landlord's property to accommodate the needs of our school. The school has not had any construction or development delays in the past. The school has hired competent operations personnel that have significant operations and construction experience to manage the oversight of the construction of the new campus.

- 2) **Detail the school's plan for the future of the facility which it is vacating, identifying all tasks, activities, and costs related to vacating the facility, including moving expenses, lease termination, subletting, or sale of the facility. Describe contingency plans in the event that any sublease or other critical path assumption falls through.**
 - a) The facility is not owned by the school. The lease agreement was a 2-year term. We will ensure that when vacated, the property will be left in excellent condition according to all requirements of the lease.
- 3) **Identify the entity responsible for acquiring and maintaining school facilities and describe that entity's relationship to both the school and any management organization. If costs related to the facility will be borne by the proposed school's education management organization or a related party such as a foundation, it should identify the level of capital support the organization (or related party) is willing to provide to the school.**
 - a) The governing board of APA - Las Vegas is responsible for acquiring and maintaining the school facilities and they accomplish this via management agreement with APS.
- 4) **If a proposed facility has been identified and requires no construction or renovation prior to the commencement of instruction, please provide:**
 - a) **The physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4**
 - b) **A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5**
 - c) **A copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet as Attachment 6**
 - d) **The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any familial or business connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7**
 - e) **A copy of the Certificate of Occupancy as Attachment 8**
 - f) **Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as Attachment 9**

- g) **Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10**

Please see response and attachments in section 5 below.

- 5) **If a proposed facility has not been identified or the proposed facility requires any construction or renovation prior to occupancy by the full student body, please provide:**
 - a) **Either a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit the documentation required in 1(a) for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 4 OR the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4**
 - i) The Physical address of the proposed facility consolidation is 8377 West Patrick Lane, Las Vegas, NV 89113
 - b) **Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 5 OR, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5**
 - i) The facility and supporting budget was approved by the SPCSA, along with the expansion. The expansion is complete, we have a C of O and the transition is complete. The lease was approved according to state law and rule, submitted in December of 2014. See lease as Attachment 5.
 - ii) APA-LV leases the facility from APS. APS leases the facility from the owner, DHCO. The only way DHCO was willing to build the building and provide financing was to lease to APS, due to the fact that APS has good credit history as well as a stellar financial reputation. The Governing Body has reviewed the lease in detail and confirms that it is a pass-through lease, with zero markup. If the school ends their relationship with the EMO, APS, the Governing Body would need to enter into negotiations about continuing the lease or possible purchase, if that was an option at that time. The DHCO-APS lease is also attached at the end of Attachment 5.
 - c) **Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 6 OR, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance that the school will submit final documentation in compliance with NAC 386.3265 as Attachment 6**

- i) The premises leased consist of approximately 6.45 acres of land and approximately 116,476 square feet of Charter School space. The school is not acquiring the facility at this time and will only be leasing the facility.
 - d) **Either a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 7 OR, If a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7**
 - i) The facility was approved in our original application, along with the expansion which would take place in year 2. We are beginning year 3; the expansion is complete, we have a C of O and the transition is complete.
 - e) **A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 8**
 - i) Please see attachment 8 for Certificate of Occupancy. . The C of Os that are attached represent the entire facility. One was issued for 89,575 sq ft and the other for the remaining 26,800 sq ft. totaling 116,375 sq ft.
 - f) **A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 9**
 - i) This is not applicable as construction has been completed.
 - g) **Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10**
 - i) See Attachment 10. We have completed all inspections.
- 6) **For schools which are seeking to occupy multiple facilities over several years, please list the number of facilities you project operating in each of the next six years and identify all**

potential target jurisdictions at the county and municipal levels, including any unincorporated areas.

- a) Describe the strategy and process for identifying and securing multiple facilities, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, bond or third party financing, etc.**
- b) Charter school facilities must comply with health and safety requirements and all other mandates prescribed in statute and regulation. In addition, charter schools must be prepared to follow applicable county and municipal review procedures which vary significantly between jurisdictions. Schools are expected demonstrate that they have thoroughly researched the different local requirements and adjust their permitting, construction, and inspection timelines accordingly. Discuss the research and planning that has occurred to date for each of the targeted jurisdictions, including both municipalities and unincorporated areas. Provide documentation of the current inspection and approval processes and timelines for the state, municipal, or county agencies within your proposed jurisdictions which will issue each Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of Attachment 8. Provide documentation of building, fire, safety, health and sanitation code compliance inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all such code inspections within your proposed jurisdictions, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of Attachment 9.**

This section is not applicable to this application as we do not plan on occupying multiple facilities over several years

- 7) Please include the organization's plans to finance these facilities, including:**
 - a) Total project cost for each facility**
 - b) Financing and financing assumptions**
 - c) Total facility costs that the financial model can handle – debt service + lease + maintenance + utilities + etc. for each facility and for the network as a whole**

This section is not applicable to this application as we do not plan on occupying multiple facilities over several years.

ONGOING OPERATIONS

- 8) SPCSA schools coordinate emergency management with local authorities. Explain your process to create and maintain the school's Emergency Management Plan required by the State of Nevada. Include the types of security personnel, technology, equipment, and policies that the school will employ. Who will be primarily responsible for this plan? Does the school anticipate contracting with the local school district for school police services at the new/consolidated facility? How will the school communicate with and**

coordinate with lead law enforcement agencies and other public safety agencies at the new/consolidated facility?

a) We currently have an Emergency Management Plan in place that has been submitted to the SPCSA, the DOE as well as the Department of Emergency Management. We have created an Emergency Response Committee and a Safety Committee who annually review and update our plan as needed. We also work closely with the Clark County Fire Department and with Las Vegas Metro Police Department with any needs and/or concerns. Our school has audio/video surveillance and automatic locking doors. The technology support for these security measures is overseen by school employees. We contract our security monitoring with a local security firm. Parents and visitors are notified that we conduct continuous video surveillance with signs at all entrances, as part of our Emergency Response Plan. We do not anticipate contracting with the local school district for school police services. We have met with local police on several occasions, oriented them to our building, and developed relationships in the police department to ensure they know and understand our needs. We have set up communication channels with law enforcement and fire safety officials.

9) Discuss the types of insurance coverage the school will secure as a result of the expanded scope of operation and the attendant risks, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability insurance for staff and students, indemnity, directors and officers, automobile, and any others required by Nevada law or regulation. As the minimum coverage required by Nevada law and regulation is intended as a baseline requirement for schools which operate at a significantly smaller scale, schools requesting an amendment are expected to research the levels of and types of insurance coverage typically required of and obtained by large schools and districts in this and other states, including but not limited to Arizona, California, Colorado, the District of Columbia, Massachusetts, and New York, and crosswalk those levels of coverage with those the school intends to obtain to ensure that the governing body and network leadership is fully cognizant of the complexity of risk management in a large school context.

a) Our consolidated facility has all required insurance coverage as required by the State and all policies will remain intact through this transition. This includes liability insurance and workers' compensation for staff and students, indemnity, directors and officers, and any others required by Nevada law or regulation.

FINANCIAL PLAN

10) Provide a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative in. Include the following:

- a) Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.**
 - i) The secured revenue we expect from the State of Nevada as the basic support per pupil amount per SB515 is: \$5,573. The secured supplemental support per pupil, (this is the per pupil share of local taxes, etc.), from the district that we expect is: \$992. The above revenue projections can be found on page 2 of the budget in Attachment #10.
- b) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of Attachment 10. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.**
 - i) We don't anticipate funding sources outside of the State of Nevada distributed account. If we receive funding through foundations or grants above the State of Nevada funding, it will be allocated to special programs and not included in our base budget.
- c) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.**
 - i) We have budgeted for expenses as outlined in Attachment #11 on page 4. Personnel and operating costs were estimated based on actual personnel employment at current contract rates. Operating costs were estimated on a cost plus growth model. Lease costs and educational management organization fees are in the budget at the contracted rates. As a contingency, if anticipated revenues are not received or are lower than estimated, personnel costs will be cut by releasing staff, specifically the paraprofessional staff.
- d) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.**
 - i) Our contingency plan includes regular meetings to work to ensure our enrollment will support our budget. If revenues do not support the budget, the budget must be altered to ensure solvency. This could include releasing staff members, eliminating non-core programs, and savings in expense categories.

11) Submit a completed financial plan for the proposed new/consolidated campus as Attachment 11. The format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general

public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

a) Please see Attachment 11

12) In the case of a multi-site school: submit, as Attachment 12, a detailed budget for the school at the network level. The format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative.

a) This is not applicable as we do not have a multi-site school.

13) Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.

a) This is not applicable as we do not include any fundraising money into our budget.



AMERICAN PREPARATORY ACADEMY

August 22, 2016

Patrick J. Gavin
Executive Director
State Public Charter School Authority
9890 S Maryland Pkwy
Suite 200B
Las Vegas, NV 89183

Dear Mr. Gavin,

The Board of Directors of American Preparatory Academy Las Vegas (APA-LV) hereby submits its 2016 Charter School Facilities Amendment Request (SPCSAAR). Please accept the enclosed SPCSAAR and supporting documents.

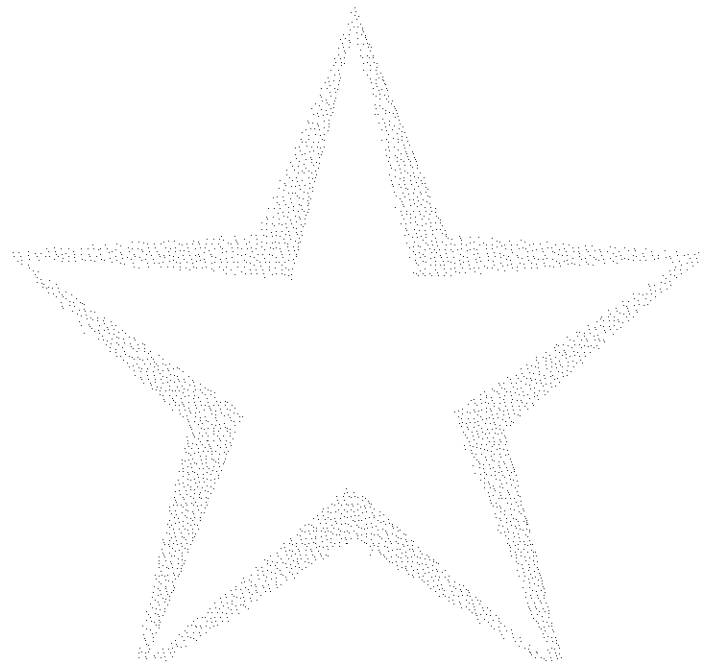
Our school facility has been completed as planned. Our enrollment is strong, with waiting lists for all grades. The location and layout of our facility allows us to implement our proven formula for allowing children to achieve maximum academic success.

Our Board of Directors discussed and voted in favor of the SPCSAAR on August 22, 2016. A copy of our Agenda and draft minutes is also enclosed.

Please let us know if you need any additional information from us. We thank you for your time, patience and guidance.

Sincerely,

Lee Iglody
Governing Board President



**NOTICE OF SPECIAL PUBLIC MEETING
OF
AMERICAN PREPARATORY ACADEMY**

The Governing Body of **AMERICAN PREPARATORY ACADEMY** will have a special meeting on Monday August 22nd at 9:30 am at 8377 West Patrick Lane, Las Vegas, NV 89113. Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the chairperson. Reasonable efforts will be made to accommodate physically handicapped persons desiring to attend the meeting. Please contact APA's Office at (702) 266-7889 in advance so arrangements can be made. Public comment may be limited to three minutes per person at the discretion of the chairperson.

1. Call to order
2. Pledge of Allegiance/Roll Call
3. Approval of minutes from 8-10-2016 board meeting
4. Public Comments and Discussion - Members of the public are invited to comment on any items on the agenda below. No action will be taken on any items during the public comment period, but may be taken at the appropriate point in the agenda
5. Discussion and possible action: SPCSA charter amendment application
6. Discussion and possible action: Review and ratification of staffing subcommittee recommendations
7. Board Comments- Discussion
8. Public Comments- Discussion
9. Adjournment

This notice and agenda has been posted on APALV's website and on or before 9am on the third working day before the meeting at the following locations:

1. Spring Valley Library 4280 South Jones Blvd, Las Vegas, NV 89103
2. West Charleston Library 6301 W Charleston Blvd, Las Vegas, NV 891463.
3. Sahara West Library 9600 W Sahara Ave, Las Vegas, NV 89117

* In Accordance with Section 241.020(2)(c)(2) of the Nevada Revised Statutes, all of the agenda items are subject to action and disposition by the governing board, unless the agenda item specifically indicates otherwise. To promote efficiency and as an accommodation to the parties involved, agenda items may be taken out of order.

Governing Board Meeting Minutes
American Preparatory – Las Vegas
August 22nd, 2016

Attendance:

Board Members: Lee Iglody, Jon Gardner, Paris Bayardo, Rachel Lillian, Jennifer McLeod

Public:

Staff: Rachelle Hulet, Christie Olivieri

1. Welcome/Call to order – Lee Iglody
2. Pledge of Allegiance/Roll Call
3. Approval of Minutes from 8-10-2016

MOTION: To approve the minutes from the 8-10-2016 Governing Board meeting:

Moved: Rachel Lillian
Second: Paris Bayardo
Status: Approved

4. Public Comments and Discussion-Members of the public are invited to comment on any items on the agenda below. No action will be taken on any items during the public comment period, but may be taken at the appropriate point in the agenda.
5. Discussion and possible action: SPCSA charter amendment application-We talked about this back in March. We are performing as discussed. We need to submit an application because we combined both campuses to one. To be in compliance we need to submit this application.

MOTION: Move to approve the amendment application and the cover letter attached to it

Moved: Lee Iglody
Second: Jon Gardner
Status: Approved

6. Discussion and possible action: Review and ratification of staffing subcommittee recommendations

MOTION: Move to approve all staffing recommendations made

Moved: Paris Bayardo
Second: Lee Iglody
Status: Approved

7. Board comments-Jon is looking into solar panels to see if it would make sense for us to look into that.

8. Public comments-

9. Topics for next meeting:

10. Motion to Adjourn:

MOTION: Move to adjourn this meeting

Moved: Lee Iglody
Second: Jon Gardner
Status: Approved

Rachel Lillian, Secretary APA-LV Board

PARCEL MAP MERGER AND RESUBDIVISION

PARCELS 1 AND 2 OF LAND DIVISION 50-80 AND PORTIONS OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

OWNER'S CERTIFICATE

WE, U N L V RESEARCH FOUNDATION, a Nevada non-profit corporation, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE ATTACHED MAP. WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND DOES HEREBY OFFER AND DEDICATE ALL THE PUBLIC RIGHTS-OF-WAY, STREETS (EXCEPT PRIVATE STREETS) AND GRANT THE PUBLIC EASEMENTS AS SPECIFICALLY INDICATED AND OUTLINED HEREON TO CLARK COUNTY, NEVADA, ITS SUCCESSORS AND ASSIGNS FOR THE USE OF THE PUBLIC.

ZACHARY MILES, DIRECTOR
U N L V RESEARCH FOUNDATION

DATE

ACKNOWLEDGEMENT

STATE OF NEVADA }
COUNTY OF CLARK }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON August 13, 2015
BY ZACHARY MILES, DIRECTOR
U N L V RESEARCH FOUNDATION

JILL ZIMMERMAN
NOTARY PUBLIC
IN AND FOR SAID COUNTY AND STATE
MY APPOINTMENT EXPIRES: MAY 16, 2018

LEGAL DESCRIPTION

PARCEL I:

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4).

EXCEPTING THEREFROM THOSE PORTIONS DEDICATED TO THE COUNTY OF CLARK BY DOCUMENTS RECORDED FEBRUARY 11, 2000 IN BOOK 20000211 AS DOCUMENT NO. 00693, AND RECORDED RECORDED JANUARY 22, 2001 IN BOOK 20010122 AS DOCUMENT NO. 01831 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM ANY PORTION LYING WESTERLY OF THE EASTERLY LINE OF JIM ROGERS WAY (FORMERLY - SOLUTIONS PARKWAY), AS DEDICATED BY DEED RECORDED AUGUST 18, 2010 IN BOOK 20100818 AS DOCUMENT NO. 0004990 AND QUIT CLAIM DEED RECORDED DECEMBER 26, 2013 IN BOOK 20131226 AS DOCUMENT NO. 0000924 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL II:

PARCEL TWO (2) OF LAND DIVISION 50-80 RECORDED IN BOOK 1226 AS DOCUMENT NO. 1185779 OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF GAGNIER BOULEVARD VACATED BY ORDER OF VACATION RECORDED AUGUST 18, 2010 IN BOOK 20100818 AS DOCUMENT NO. 0004989 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL III:

PARCEL ONE (1) OF LAND DIVISION 50-80 RECORDED IN BOOK 1226 AS DOCUMENT NO. 1185779 OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

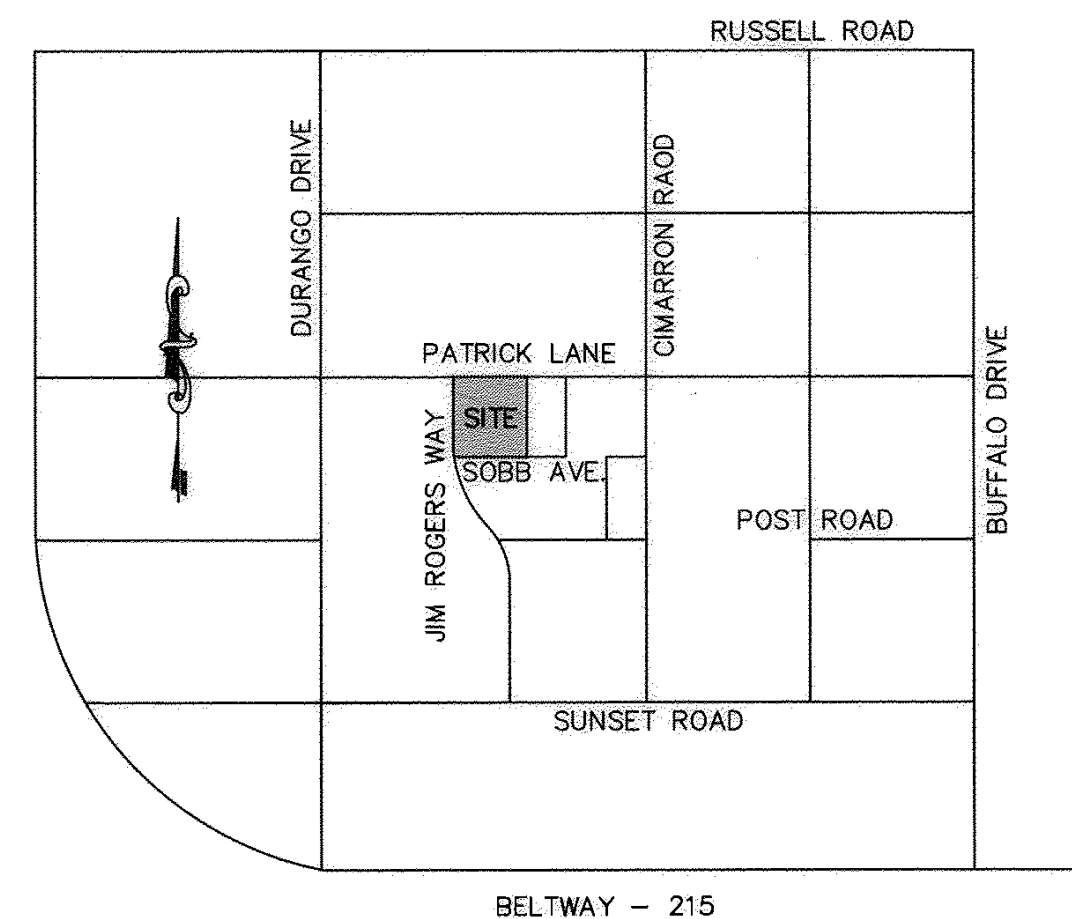
TOGETHER WITH THAT PORTION OF GAGNIER BOULEVARD AND SOBB AVENUE VACATED BY ORDER OF VACATION RECORDED AUGUST 18, 2010 IN BOOK 20100818 AS DOCUMENT NO. 0004989 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS DEDICATED TO THE COUNTY OF CLARK BY DOCUMENTS RECORDED JULY 31, 2015 IN BOOK 20150731 AS DOCUMENT NO. 03072 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA FOR SOBB AVENUE AND SPANDREL AT JIM ROGERS WAY.

SAID PARCELS CONTAIN - 282,409 SQ. FT. - 6.48 ACRES MORE OR LESS

VICINITY MAP

NO SCALE



BELTWAY - 215

BASIS OF BEARINGS

NORTH 89°12'55" WEST - BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN BY MAP THEREOF ON FILE IN BOOK 94 OF PLATS, PAGE 3 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

REFERENCES

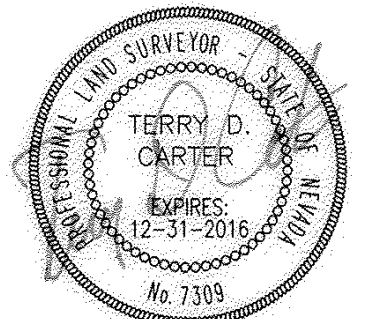
- 1). LAND DIVISION - RECORDED IN BOOK 1226, DOCUMENT NO. 1185779 (P.L.S. 618)
- 2). SURVEYS - RECORDED IN FILE 7, PAGE 51 (R.E. 246)
- 3). SURVEYS - RECORDED IN FILE 82, PAGE 92 (P.L.S. 8421)
- 4). SURVEYS - RECORDED IN FILE 83, PAGE 71 (P.L.S. 8421)
- 5). SURVEYS - RECORDED IN FILE 143, PAGE 72 (P.L.S. 5571)
- 6). SURVEYS - RECORDED IN FILE 160, PAGE 21 (P.L.S. 15446)
- 7). PLATS - RECORDED IN BOOK 125, PAGE 47 (P.L.S. 16801)

SURVEYOR'S CERTIFICATE

I, TERRY D. CARTER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF AMERICAN PREPARATORY ACADEMY.
2. THE LANDS SURVEYED LIE WITHIN THE N 1/2 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON MAY 1, 2014.
3. THIS PLAT COMPLIES WITH APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY August 20, 2015 AND AN APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDATION TO INSURE THE INSTALLATION OF THE MONUMENTS.

TERRY D. CARTER, P.L.S.
NEVADA CERTIFICATE NO. 7309



ZONING ADMINISTRATOR APPROVAL

THIS IS TO CERTIFY THAT THE ZONING ADMINISTRATOR, AS DESIGNATED BY THE BOARD OF COUNTY COMMISSIONERS, APPROVED THIS MAP ON BEHALF OF CLARK COUNTY ON THE

20th DAY OF August, 2015

TINA GARRISON
FOR THE ZONING ADMINISTRATOR
CLARK COUNTY, NEVADA

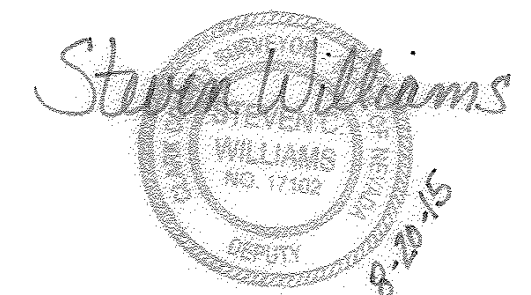
PURSUANT TO N.R.S. 278.468, THIS MAP MUST RECORD BY August 20, 2015

COUNTY SURVEYOR'S CERTIFICATE

I, JAMES L. MARLETT, JR., COUNTY SURVEYOR, CLARK COUNTY, NEVADA, DO HEREBY

CERTIFY ON THIS 20th DAY OF August, 2015,
I HAVE EXAMINED THIS PARCEL MAP AND THAT IT IS TECHNICALLY CORRECT AND
DO FURTHER CERTIFY THAT I HAVE APPROVED AND ACCEPTED ON BEHALF OF THE PUBLIC,
ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH
THE TERMS OF THE OFFER OF DEDICATION SHOWN HEREON.

For:
JAMES L. MARLETT, JR., P.L.S., COUNTY SURVEYOR
CLARK COUNTY, NEVADA
NEVADA CERTIFICATE NO. 13386
Steven C. Williams PLS 17102



NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDERS CUMULATIVE MAP INDEX. N.R.S. 278.5695

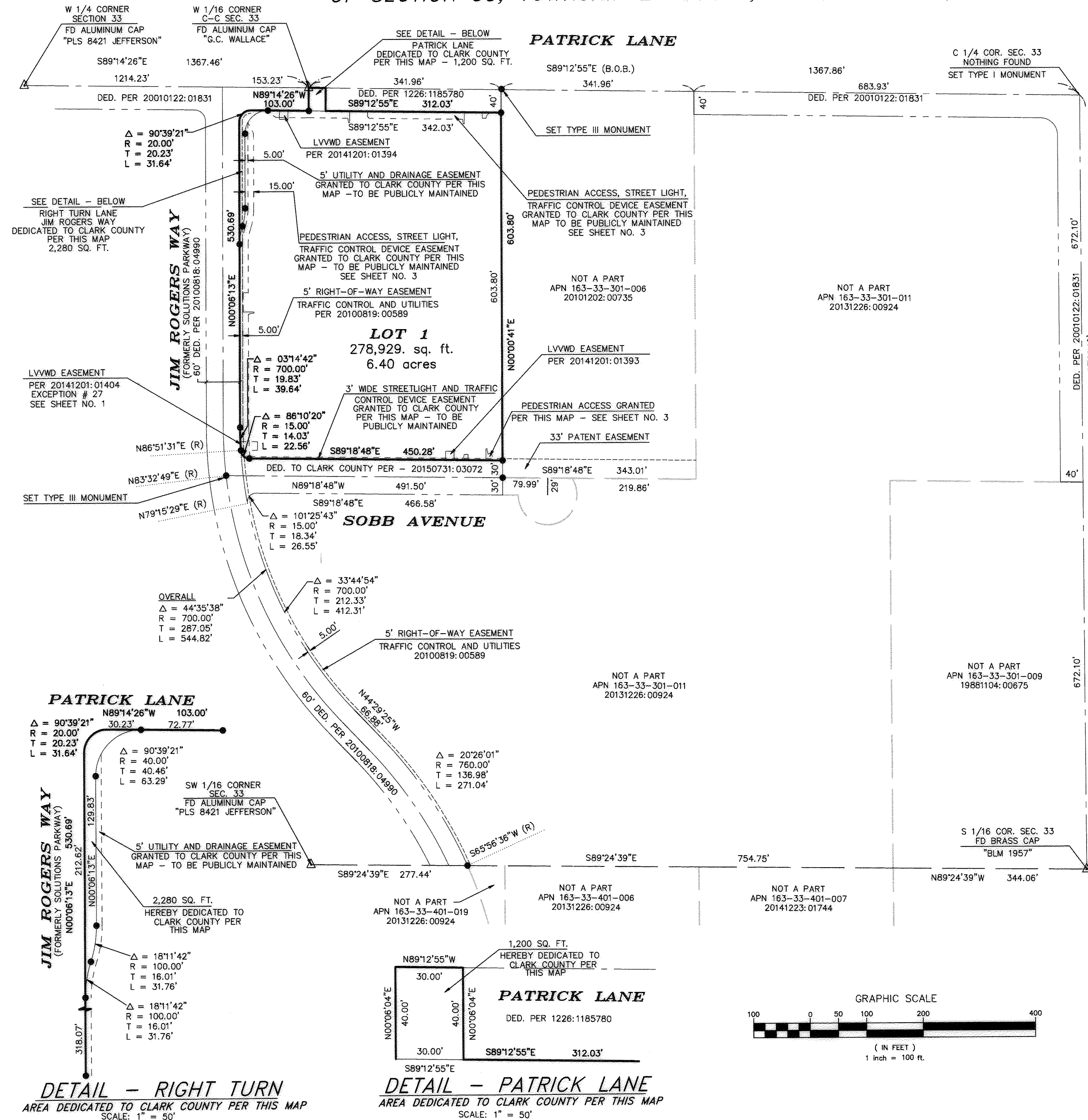
SHEET 1 OF 3

MSM-0076-13

SILVER STATE SURVEYING LICENSED NEVADA & CALIFORNIA LAND & CONSTRUCTION & MAPPING 1825 AVOCADO COURT, HENDERSON, NEVADA 89014 (702) 261-6033		NO. 01321 FILED AT THE REQUEST OF AMERICAN PREPARATORY ACADEMY DATE 8-24-15 AT 1:20 P.M. FILE 120 PAGE 105 OF PARCEL MAPS OFFICIAL RECORDS BOOK NO. 20150824 CLARK COUNTY, NEVADA DEBBIE CONWAY, RECORDER FEE 44.00 DEPUTY 100
PARCEL MAP - MERGER AND RESUBDIVISION FOR AMERICAN PREPARATORY ACADEMY OF ALL OF PARCEL 1 AND PARCEL 2 OF LAND DIVISION 50-80 AND A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M. CLARK COUNTY, NEVADA		
DRAWN BY T.D.C. DATED MAY 1, 2014 CHKD BY T.D.C. JOB# 2013055		

PARCEL MAP MERGER AND RESUBDIVISION

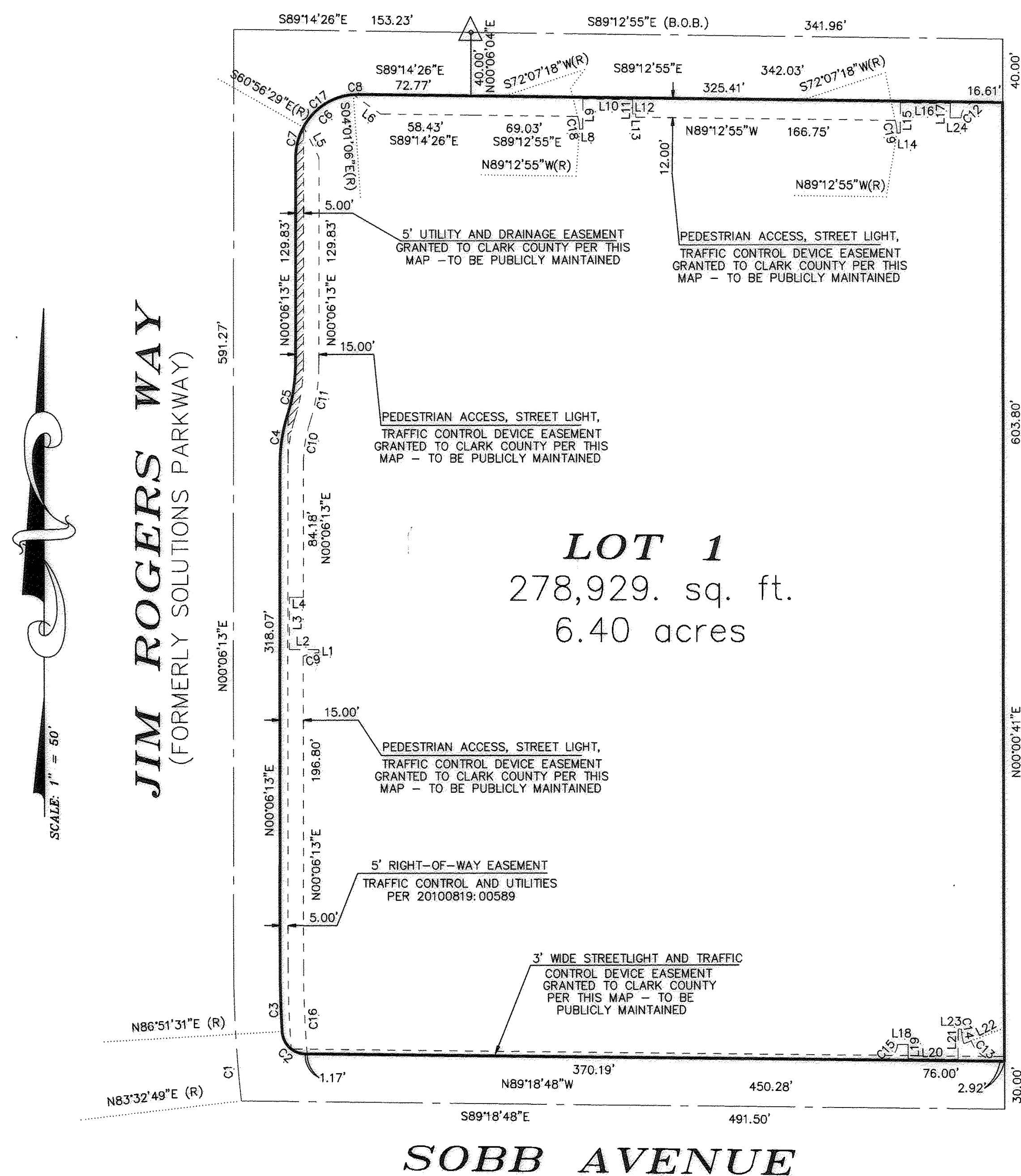
PARCELS 1 AND 2 OF LAND DIVISION 50-80 AND PORTIONS OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.



PARCEL MAP MERGER AND RESUBDIVISION

PARCELS 1 AND 2 OF LAND DIVISION 50-80 AND PORTIONS OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

PATRICK LANE



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	730.00'	83.54'	41.81'	83.49'	S03°10'29"E	06°33'24"
C2	15.00'	22.56'	14.03'	20.49'	S46°13'38"E	86°10'20"
C3	700.00'	39.64'	19.83'	39.64'	S01°31'08"E	03°14'42"
C4	100.00'	31.76'	16.01'	31.62'	S09°12'04"W	18°11'42"
C5	100.00'	31.76'	16.01'	31.62'	N09°12'04"E	18°11'42"
C6	40.00'	63.29'	40.46'	56.89'	S45°25'54"W	90°39'21"
C7	40.00'	20.21'	10.33'	20.00'	S14°34'52"W	28°57'18"
C8	40.00'	3.34'	1.67'	3.33'	S88°22'14"W	04°46'40"
C9	25.00'	10.29'	5.22'	10.22'	S78°18'52"W	23°34'41"
C10	83.00'	26.36'	13.29'	26.25'	S09°12'04"W	18°11'42"
C11	117.00'	37.15'	18.73'	37.00'	N09°12'04"E	18°11'42"
C12	10.00'	15.71'	10.00'	14.14'	S45°47'05"W	90°00'00"
C13	20.00'	23.97'	13.66'	22.56'	S54°58'31"E	68°40'33"
C14	25.00'	9.30'	4.71'	9.25'	S09°58'31"E	21°19'27"
C15	10.00'	15.71'	10.00'	14.14'	N45°41'12"E	90°00'00"
C16	685.00'	53.84'	26.93'	53.83'	S02°08'53"E	04°30'12"
C17	40.00'	39.74'	21.68'	38.13'	S57°31'12"W	56°55'23"
C18	25.00'	8.14'	4.11'	8.11'	N08°32'49"W	18°39'46"
C19	25.00'	8.14'	4.11'	8.11'	N08°32'49"W	18°39'46"

LINE TABLE

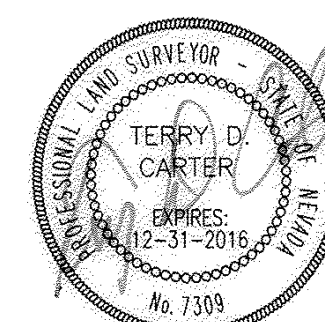
LINE	DIRECTION	DISTANCE
L1	N00°06'13"E	2.00'
L2	S89°53'47"E	19.00'
L3	S00°06'13"W	33.00'
L4	N89°53'47"W	9.00'
L5	N27°12'29"W	21.79'
L6	N55°22'15"W	21.28'
L8	S89°12'55"E	2.00'
L9	N00°47'05"E	19.00'
L10	S89°12'55"E	32.00'
L11	N00°47'05"E	9.00'
L12	S89°12'55"E	2.00'
L13	N00°47'05"E	2.00'
L14	N89°12'55"W	2.00'
L15	N00°47'05"E	19.00'
L16	S89°12'55"E	32.00'
L17	S00°47'05"W	9.00'
L18	N89°18'48"W	7.00'
L19	S00°41'12"W	9.00'
L20	S89°18'48"E	32.00'
L21	N00°41'12"E	19.00'
L22	S89°21'45"W(R)	5.00'
L23	S89°18'48"E	2.00'
L24	S89°12'55"E	7.00'

NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDERS CUMULATIVE MAP INDEX. N.R.S. 278.5695

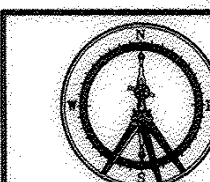
LEGEND

(B.O.B.)	BASIS OF BEARINGS
(R)	RADIAL BEARING
SQ. FT.	SQUARE FEET
-----	EASEMENT LINE
-----	CENTERLINE
-----	PROPERTY LINE



SHEET 3 OF 3

MSM-0076-13



SILVER STATE SURVEYING
LICENSED NEVADA & CALIFORNIA LAND & CONSTRUCTION & MAPPING
1825 AVOCADO COURT, HENDERSON, NEVADA 89014 (702) 261-6033

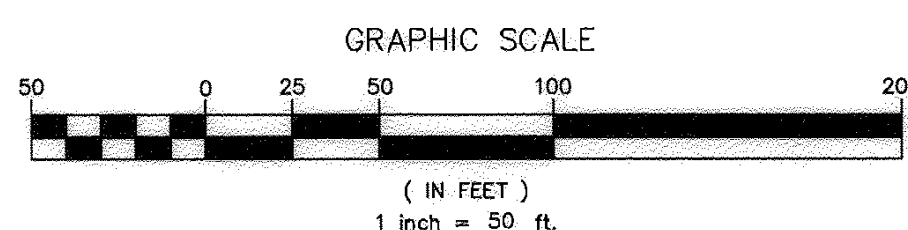
PARCEL MAP - MERGER AND RESUBDIVISION
FOR
AMERICAN PREPARATORY ACADEMY
OF

ALL OF PARCEL 1 AND PARCEL 2 OF LAND DIVISION 50-80
AND A PORTION OF THE NORTH HALF (N 1/2)
OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33,
TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M.,
CLARK COUNTY, NEVADA

DRAWN BY T.D.C. DATED MAY 1, 2014 CHKD BY T.D.C. JOB# 2013055

BASIS OF BEARINGS

NORTH 89°12'55" WEST - BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN BY MAP THEREOF ON FILE IN BOOK 94 OF PLATS, PAGE 3 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.



120 / 0065

SUBLEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this [____] of December, 2014 (the "Lease Agreement"), by and between American Preparatory Schools, Inc., a Utah Corporation, hereinafter referred to as the "Landlord", and American Preparatory Academy of Las Vegas, a Nevada Charter School, hereinafter referred to as the "Tenant":

WITNESSETH

ARTICLE I. PREMISES AND TERM. Landlord hereby subleases and by these presents does lease and demise to the Tenant, and the Tenant does lease and take from the Landlord, the premises (the "Demised Premises") consisting of (i) the approximately 6.45 acres of land described on **Exhibit "A"** attached hereto, (ii) the approximately 116,476 square feet of Charter School space situated in the building to be erected thereon, as described on **Exhibit "B"** attached hereto, and (iii) all other improvements located on such land from time to time, together with all the easements, rights, privileges and appurtenances thereunto belonging or in any way appertaining to the Demised Premises.

Landlord has entered into a lease for the Demised Premises (the "Master Building Lease"), a copy of which has been attached hereto and incorporated herein as **Exhibit "E"**, as Tenant with DHCO Properties, LLC, hereinafter referred to as DHCO, as Landlord for the Demised Premises as described in this Lease. This Lease Agreement is in all respects subject to the Master Building Lease. Other than with respect to the rent payable thereunder, Tenant shall in all respects pay and perform all obligations under the Master Building Lease, and shall not at any time do or fail to do anything that would result in a breach or default thereunder.

DHCO has accepted assignment of a ground lease (the "Ground Lease"), a copy of which has been attached hereto and incorporated herein as **Exhibit "D"**, as Tenant with UNLV Research Foundation, hereinafter referred to as CDMC, as Landlord for the 6.45 acres of property described on **Exhibit "A"**. This Lease Agreement is in all respects subject to the Ground Lease. Other than with respect to the ground rent payable thereunder, Tenant shall in all respects pay and perform all obligations under the Ground Lease, and shall not at any time do or fail to do anything that would result in a breach or default thereunder.

The portion of the Demised Premises, situated in the building to be erected, consists of a Phase 1 area (further subdivided into areas Phase 1a and Phase 1b) and a Phase 2 area as shown on **Exhibit "B"**. The term of the lease for the two Phases shall be described as follows:

TO HAVE AND TO HOLD the said Demised Premises, together with all and singular the improvements, appurtenances, rights, privileges and easements thereunto belonging to or in anywise appertaining, unto Tenant for a term commencing on September 15, 2015 for Phase 1 and August 1, 2016 for Phase 2

and continuing thereafter to and including August 14, 2045, subject however, to a one-year delay as set forth below, and to extension and renewal if hereafter provided.

ARTICLE 2. CONSTRUCTION OF IMPROVEMENTS. Landlord represents to Tenant that DHCO agrees under the terms of the Master Building Lease, at DHCO' sole cost and expense, to construct a building and other improvements, comprising a portion of the Demised Premises, in accordance with the preliminary plans and specifications prepared by Miller Architecture, copies of which have been attached hereto and incorporated herein as **Exhibit "B"**, and initialed by the parties. General construction materials, methods, systems, and finishes shall be similar to the APA Draper II campus located at 361 West 11915 South, Draper, UT except that the exterior building materials and finishes and the exterior canopies and stairways shall be as shown on Sheet A201 of **Exhibit "B"** subject to applicable law.. Final plans and specifications for Phase 1 have been carefully reviewed and specifically approved by Landlord and Tenant, and are incorporated herein by reference as **Exhibit "B-1 "**. The final plans and specifications for Phase 1 constituting Exhibit B-1 have been modified as described in Addenda #1 thru #3 to Plans and Specifications which have been attached hereto and incorporated herein as **Exhibit "B-2"** and said modifications are approved by Landlord and Tenant.

The construction budget for Phase 2 of the demised premises is \$2,422,360.00. No construction will begin on the Phase 2 of the project until the final plans for the Phase 2 improvements are mutually approved, including approval in writing by Tenant, and it is determined that the Construction Budget is sufficient to complete the Phase 2 improvements of the project.

Lockers shown on the plan as "by Owner" shall be provided by Tenant. Lunch Tables, Desks, and Playground shall be provided by Tenant.

ARTICLE 3. TENANT'S POSSESSION. The term of this Lease shall commence on September 15, 2015, subject to delay as set forth below. Tenant shall take possession when the Landlord delivers to Tenant, in a condition ready for occupancy, the Demised Premises described on **Exhibit "B-1"** located in the building being constructed by the Landlord. Tenant shall accept possession of the said improvements, in Phase(s) when they are ready for occupancy. The words "ready for occupancy" are defined for this purpose to mean the date upon which the construction work referred to in Article 2 is substantially completed in accordance with the plans and specifications referred to therein and a Temporary Certificate of Occupancy is issued allowing the Tenant to occupy the applicable Phase(s) the building. Landlord may deliver to Tenant, and Tenant may take possession, of Phase 1a and/or Phase 1b of the Demised Premises prior to September 15, 2015 provided that a Certificate of Occupancy has been issued and the insurance required of both Landlord and Tenant under this lease are in effect. Such occupancy of the Demised Premises by Tenant prior to September 15, 2015 shall not change the dates or amounts of lease payments due to Landlord as described in Article 7.1 of this Lease.

Landlord agrees to exert its best, commercially reasonable efforts to have the improvements for Phase 1a and Phase 1b ready for occupancy no later than September 15, 2015. In the event Phase 1a of the

demised premises will not be available for occupancy by September 15, 2015 (2015-16 school year), Landlord shall give Tenant written notice no later than February 1, 2015, and the term will instead commence no later than August 1, 2016 (2016-2017 school year). Notwithstanding anything to the contrary in this Lease Agreement, Tenant shall not be responsible to pay Landlord any amount under this Lease Agreement until Landlord delivers Tenant Phase 1a of the Demised Premises in a condition ready for occupancy.

Due to the current unreliable nature of inspection and approval scheduling of Clark County and the applicable utility companies, Tenant shall have in place a contingency plan to house its anticipated student enrollment in an alternate location if occupancy of Phase 1a is delayed past September 15, 2015. In the event said contingency plan must be implemented, Landlord shall reimburse Tenant for the costs of implementation.

Landlord agrees to exert its best, commercially reasonable efforts to have the improvements for Phase 1b ready for occupancy no later than 60 days after Landlord delivers Tenant Phase 1a of the Demised Premises in a condition ready for occupancy. Landlord agrees to exert its best, commercially reasonable efforts to have the improvements for Phase 2 ready for occupancy no later than August 1, 2016 (unless the commencement of the Lease term for Phase I is delayed until August 1, 2016 as provided above, in which case Landlord shall have the improvements for Phase 2 ready for occupancy no later than August 1, 2017). Upon the request of either party, the parties shall memorialize the commencement of the Phase 1 occupancy and the Phase 2 occupancy in a written instrument, executed by the parties.

ARTICLE 4. OBLIGATIONS OF TENANT AND LANDLORD.

4.1 Property Taxes. Subject to Tenant's reimbursement, Landlord shall pay all taxes, and assessments lawfully levied or assessed against the building or buildings or any part thereof, or otherwise payable under the Ground Lease. Tenant shall reimburse Landlord, within ten (10) days from the date Landlord submits to Tenant a statement setting forth the amount due Landlord under the provisions of this paragraph, for such real property taxes and assessments due on the Demised Premises as additional rent hereunder. Tenant shall pay 1/12 of the estimated annual taxes in advance each month in addition to the minimum rental payment due hereunder. Landlord may dispute and contest the real property taxes and assessments on the Demised Premises. Tenant may, at its sole cost and expense, after it has paid Landlord in full any taxes or assessments due hereunder, upon fifteen (15) days' prior written notice to Landlord, contest with the appropriate governmental authority such taxes or assessments. Tenant shall be entitled to any refund of any tax or penalty paid by Tenant, or paid by Landlord and reimbursed by Tenant to Landlord.

4.2 Personal Property Taxes. Tenant shall additionally pay, when due, all personal property taxes and license fees levied and assessed against the Demised Premises during the term of this Lease. Nothing contained in this Lease shall require or be construed to obligate the Tenant to pay any franchise, excise, corporate, estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, profits or revenue tax upon the income of the Landlord; provided, however, that in any case where a tax

may be levied, assessed or imposed upon Landlord for the privilege of renting or leasing the Demised Premises or which is based upon the rental revenue derived therefrom, Tenant shall pay to Landlord as additional rent hereunder the amount of said tax, but in no event shall the Tenant be obligated to pay an amount greater than that which would be payable if the Demised Premises were the only asset of the Landlord.

4.3 Tenant's Tax Exempt Status. Notwithstanding paragraphs 4.1 and 4.2 above, Tenant represents to Landlord that Tenant qualifies for tax exempt status in accordance with NRS 361.096 which reads as follows:

NRS 361.096 Exemption of certain property leased or rented to charter school.

- 1. All real and personal property that is leased or rented to a charter school is hereby deemed to be used for an educational purpose and is exempt from taxation. If the property is used partly for the lease or rental to a charter school and partly for other purposes, only the portion of the property that is used for the lease or rental to a charter school is exempt pursuant to this subsection.*
- 2. To qualify for an exemption pursuant to subsection 1, the property owner must provide the county assessor with a copy of the lease or rental agreement indicating that:*
 - (a) The property is leased or rented to the charter school; and*
 - (b) The amount of payment required by the charter school pursuant to the agreement is reduced in an amount which is at least equal to the amount of the tax that would have been imposed if the property were not exempt pursuant to subsection 1.*

Landlord agrees to provide the county assessor with all relevant documentation in Landlord's possession to assist Tenant in procuring and maintaining tax exempt status. If property tax is assessed due to Landlord's failure to file the proper documentation in the required timeline, Landlord shall pay any taxes on the Building and/or Land resulting from such failure at Landlord's sole expense.

4.4 Tenant's Insurance. The Tenant shall, during the entire term of this Lease, at the Tenant's sole cost and expense, but for the mutual benefit of the Landlord and Tenant and CDMC and DHCO, maintain general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the entire property described on **Exhibits "A" & "B"** attached hereto and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limit of not less than \$1,000,000 in respect to injury or death to a single person, and to the limit of not less than \$2,000,000 in respect to any one accident, and to the limit of not less than \$1,000,000 in respect to property damage or a combined single limit policy not less than \$2,000,000 per occurrence, or in such greater amounts as required under the Ground Lease. All policies shall name Landlord and the Mortgagee of the property and CDMC and DHCO as an additional named insured, as their interest may appear.

Tenant shall also provide insurance coverage to the extent of the full replacement value covering all of Tenant's property, fixture, equipment, tools, improvements, stock, goods, wares or merchandise, that it

may have in or on or about the Demised Premises. Other forms of insurance may be reasonably required to cover future risks against which a prudent Tenant would protect itself.

All policies of insurance provided for herein shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of AAA, as rated in the most current available "Best's Guide" Insurance Reports, and qualified to do business in the state of Nevada, and as otherwise required under the Ground Lease and NAC 386.215.

The policies for the foregoing insurance shall provide that the proceeds thereof shall be payable to the Tenant and to the Landlord, as their respective interests may appear. Said required Tenant insurance coverage shall be verified to the Landlord by an insurance carrier in the form of either a certified copy of the policy or other written verification of insurance coverage acceptable to Landlord and the lending institution for the Demised Premises. Such insurance policies shall provide that Landlord be given thirty (30) days written notice prior to any cancellation or alteration of any policy.

To the extent that Tenant fails to provide the foregoing insurance, either hazard or liability, Tenant shall be responsible to Landlord, as his interest appears, for such damage that would have been insured by said policies but for Tenant's failure to obtain such insurance.

4.5 Landlord's Insurance. Subject to Tenant's reimbursement, Landlord shall provide fire, lightning, and extended coverage ("all risk") insurance and such additional insurance coverage as may be required under the Ground Lease or by Landlord's mortgagee (including loss of rents insurance) on the Demised Premises for the full replacement value thereof or such value as is required by Landlord's mortgagee, whichever is greater, against such loss. Tenant shall reimburse Landlord as additional rental hereunder, for such insurance premium costs within ten (10) days from the date Landlord submits to Tenant a statement setting forth the amount due Landlord under the provisions of this paragraph. Tenant shall pay 1/12 of the estimated annual building insurance premium in advance each month along with the minimum rental payment.

4.6 Subrogation. Landlord shall not be liable to Tenant or anyone claiming by, through or under Tenant, including an insurance carrier or carriers, for any insurable loss or damage, and no such carrier shall have the right to subrogate against Landlord, or any other Tenant. All of the insurance policies required hereunder pertaining to the Demised Premises shall contain an endorsement by the insurance carrier or carriers waiving any and all rights of subrogation against Landlord, a copy of which endorsement or endorsements, or evidence thereof by way of certificate shall be furnished to the Landlord.

4.7 Assumption of Risk. Anything herein to the contrary notwithstanding, after the commencement of the term as provided in Article 1, or after Occupancy prior to Commencement as allowed in Article 2 whichever comes first, the Tenant assumes full risk of damage to its property, fixtures, equipment, tools, improvements, stock, goods, ware of merchandise, that it may have in or on or about the Demised Premises, resulting from fire, lightning, extended coverage perils, flood and any catastrophe, regardless of cause or origin, except to the extent it is caused by the intentional conduct or gross negligence of the Landlord. The Landlord shall not be liable to Tenant or anyone claiming by, through or under Tenant,

including Tenant's insurance carrier or carriers, for any loss or damage resulting from fire, lightning or extended coverage perils or from an act of God. Landlord shall not be liable to the insurance carrier for damages insured against, either directly or by way of subrogation, and Tenant hereby releases all claims against Landlord therefor.

4.8 Common Area Operating Costs. The Tenant shall pay when due all common area operating costs of the UNLV Research Park payable under the Ground Lease.

ARTICLE 5. TENANT'S USE. The Tenant may use the Demised Premises for operating its Charter School. Tenant shall use the Demised Premises only for lawful and proper purposes, which are permissible under applicable law (including under applicable zoning laws) and the uses permitted under the Ground Lease. Tenant shall not make any use of the Demised Premises which will cause cancellation of any insurance policy covering the same and shall not keep or use on the Demised Premises any article, item, or thing which is prohibited by the terms of the hazard insurance policy covering the improvements. Tenant shall not commit any waste upon the Demised Premises and shall not conduct or allow any business, activity or thing on the Demised Premises which is or becomes unlawful, prohibited, or a nuisance or which may cause damage to Landlord, to occupants in the vicinity, or to other third parties. Tenant shall comply with and abide by all laws, ordinances, and regulations of all municipal, county, state and federal authorities which are now in force or which may hereafter become effective with respect to use and occupancy of the Demised Premises.

Tenant represents to Landlord that neither Tenant nor any affiliates of Tenant will generate, store or dispose of any Hazardous Substances (as defined below) at or in the area of the Demised Premises and Property except as is customary with the use as a school.

Tenant covenants with Landlord: a) to prohibit any generation, storage or disposal of Hazardous Substances at the Demised Premises, b) to deliver promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the generation, storage or disposal by Tenant of Hazardous Substances (whether or not at the Demised Premises); and c) to permit entry onto the Demised Premises by Landlord or Landlord's representative(s) at any reasonable time to verify Tenant's compliance with the foregoing.

Tenant agrees to indemnify and defend Landlord and/or DHCO (with legal counsel reasonably acceptable to Landlord and DHCO) from and against any costs, fees or expenses (including, without limitation, cleanup expenses, third party claims and environmental impairment expenses and reasonable attorneys' fees and expenses) incurred by Landlord in connection with (i) Tenant's generation, storage, or disposal of Hazardous Substances at or near the Demised Premises in accordance with the foregoing and with Tenant's compliance with the foregoing representations and covenants, and (ii) Tenant's use and occupancy of the Demised Premises. This indemnification by Tenant shall survive termination or expiration of this Lease.

Landlord agrees to indemnify and defend Tenant (with legal counsel reasonably acceptable to Tenant) from and against any costs, fees or expenses (including, without limitation, cleanup expenses, third party claims and environmental impairment expenses and reasonable attorneys' fees and expenses) incurred by Tenant in connection with Landlord's or DHCO' generation, storage, or disposal of Hazardous Substances at or near the Demised Premises. This indemnification by Landlord shall survive termination or expiration of this Lease.

"Hazardous Substances" shall mean (i) hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (ii) "PCBs", as defined in 40 C.F.R. 761 et seq. and "TCDD" as defined in 40 C.F.R. 755 et seq. (or in either case analogous regulations promulgated under the Toxic Substances Control Act, as amended), (iii) "asbestos" as defined in 29 C.F.R. 1910.1001 et seq. (or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended), and (iv) waste oils and other petroleum hydrocarbon compounds.

ARTICLE 6. POSSESSION. Possession of the Demised Premises shall be delivered to the Tenant as herein provided, free and clear of all Tenants and occupants and the rights of either. The Demised Premises shall also be free of liens, encumbrances and violations of laws, ordinances and regulations adversely affecting the use and occupancy of the Demised Premises, except those presently of record including mortgages and trust deeds and those that may be specified herein. Tenant agrees to deliver to the Landlord physical possession of the Demised Premises, including all keys to the Demised Premises, upon the termination or expiration of this Lease or any extension thereof, in as good order, condition, and state of repair as when received by Tenant, reasonable wear and tear thereof and damage by fire (but only to the extent that Landlord is obligated to restore or repair the Demised Premises under Article 13 of this Lease), acts of God or the elements excepted.

ARTICLE 7. RENT.

7.1 Minimum Rent. The Tenant agrees to pay the Landlord at such address as shall from time to time be designated by Landlord, as minimum rental during the initial term of this Lease without right of offset or deduction, the sum of:

Partial Year 1	\$950,000	i.e.	\$95,000.00/month net/net/net
(10 Payments – 1 st Payment Due October 1, 2015)			
Year 2	\$1,360,000/year	i.e.	\$113,333.33/month net/net/net
Years 3-5	\$1,785,000/year	i.e.	\$148,750.00/month net/net/net
Years 6 –30	Previous Year Rent Plus 2% (2% increase each year)		
Plus two (2), five (5) year options to extend at then current market rates.			

Landlord hereby grants Tenant the right and option to renew this Lease Agreement for two (2) successive five (5) year option renewal terms. Should Tenant desire to exercise the renewal of this Lease, Tenant must notify Landlord in writing stating Tenant's intent to renew this Lease at least 180 days prior to the expiration of the primary Lease term. Tenant must also be current under all Lease

covenants and conditions for either of the Lease renewal rights to be valid and effective. During each such renewal term, all provisions of this Lease shall apply, except for any provision relating to the improvement of the Demised Premises by Landlord or at Landlord's expense, and except that the amount of minimum rental for each such renewal term shall be negotiated and determined by mutual agreement between the parties. If the parties are able to agree on the amount of the minimum rental for either such renewal term within thirty (30) days after receipt by Landlord of Tenant's notice of renewal, the parties shall promptly enter into an amendment to this Lease reflecting the new minimum rental and the new expiration date. If the parties, after using their best, commercially reasonable efforts, are unable to agree on the amount of the minimum rental for either such renewal term within such thirty (30)-day period (as evidenced by the execution and delivery of an amendment to this Lease), then such option to renew (and any subsequent option to renew) shall automatically terminate and be of no further force or effect.

Minimum rental shall be payable monthly, in advance, without demand on the first day of each calendar month throughout the Lease term.

7.2 Late Penalty. Tenant shall be charged a five percent (5%) late fee on all rental and other payments (minimum and/or additional rent) due under this Lease which are received by Landlord more than ten (10) days after their due date. Such late fee shall compensate Landlord for (i) the costs attributable to providing notice of delinquency; and (ii) the expense of servicing the mortgage loan on Landlord's Building from alternative funds. In addition, any rental or other payments due under this Lease which are not paid within twenty (20) days of their due date shall bear interest thereafter at the rate of one and one-half percent (1- 1 /2%) per month, or the highest rate permitted by law, whichever is lower, until paid.

ARTICLE 8. SIGNS. With the prior written approval of Landlord, which approval shall not be unreasonably withheld, and subject to the approval of CDMC and/or DHCO if required, Tenant shall have the right and privilege to place on the building or Demised Premises signage necessary for the operation of Tenant's business. Such sign installation shall not adversely affect or damage the physical structure of the building, nor detract from the overall harmony of the building and the UNLV Research Park development. All such signs must conform with the codes and regulations of Clark County and adhere to the signage criteria for the development.

Upon the expiration or termination of the lease, the Tenant shall remove all signage installed by Tenant and repair any damaged areas on the building or Demised Premises caused thereby, to a condition acceptable to the Landlord.

ARTICLE 9. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the right, subject to Landlord's prior written approval, to make non-structural alterations, additions, or improvements (hereinafter collectively referred to as "improvements") to the interior of the Demised Premises. Said improvements and additions shall be accomplished at Tenant's sole cost and expense and shall be made in compliance with all building codes and ordinances, laws, and regulations applicable to the Demised Premises. Tenant shall cause all improvements to be accomplished in a good workmanlike manner using the same

quality and finish to match existing. Landlord shall have the right, but not the obligation, to require Tenant's removal of said improvements at the expiration or termination of the Lease, including restoration of the Demised Premises, to its original state of improvement, configuration, etc., unless Landlord previously approved such improvements in writing. Tenant shall keep the Demised Premises free from any liens arising out of any work performed, material furnished or obligation incurred by or for Tenant or any person or entity claiming through or under Tenant. In the event that Tenant shall not, within thirty (30) days following the imposition of any such lien, cause the same to be released by payment or posting of a bond, Landlord and/or DHCO shall have the right, but not the obligation, to cause such lien to be released by such means as Landlord deems proper, including payment of the claim giving rise to such lien. All such sums paid and all expenses incurred by Landlord in connection therewith shall be due and payable to Landlord by Tenant as additional rent within fifteen (15) days of Tenant's receipt of Landlord's invoice.

ARTICLE 10. FIXTURES AND PERSONAL PROPERTY. All fixtures (not including trade fixtures) installed or attached to the Demised Premises by and/or at the expense of Tenant shall become the property of DHCO. Any trade fixtures installed in the Demised Premises by and at the expense of the Tenant shall remain the property of the Tenant or Tenant's trade fixture Lessors, and the Landlord agrees that so long as Tenant is not in default hereunder, Tenant or its Lessors shall have the right at any time to remove any and all of its trade fixtures which it may have stored or installed in the Demised Premises. Landlord expressly agrees to waive or subordinate any claim which Landlord may or might have against the trade fixtures and personal property of Tenant in favor of a Lessor or UCC-1 creditor who intends to Lease any of the same to Tenant. Tenant shall be required, at the expiration or termination of this Lease Agreement or any extension or renewal thereof, to remove any and all of its trade fixtures which it may have stored or installed in the Demised Premises. Tenant will repair all damage to the Demised Premises occasioned by such trade fixture removal. If Tenant shall holdover beyond lease expiration or lease termination, with Landlord's approval of such holdover, for removal of fixtures and equipment (not to exceed ten (10) days), Tenant shall pay to the Landlord as rental therefore, a sum equal to the prorated portion of the previous monthly rental thereof. In the event Tenant has not completed the removal of its fixtures and equipment and restoration of the Demised Premises caused thereby, within the ten (10) day period following the expiration or termination of the lease, Landlord shall, in Tenant's behalf and at Tenant's sole and exclusive expense, cause such fixtures and equipment to be removed and the Demised Premises to be restored. Upon completion, the cost of said removal and restoration, plus twenty percent (20%) for overhead and profit, including prorated rental for the period of time required to accomplish such, shall be passed on to Tenant for Tenant's payment to Landlord.

ARTICLE 11. UTILITIES. The Tenant shall pay for all water, heat, gas, electricity, and other costs of utilities connected with, consumed, or used by it in connection with its occupancy of the Demised Premises. In the event any utility service to the Demised Premises is interrupted or temporarily discontinued for any reason whatsoever, Landlord shall not be liable therefore to Tenant and the rent required to be paid hereunder shall not be abated as a result thereof, and Tenant waives any claims it might otherwise have against Landlord as a result of any such interruption or discontinuation. Tenant

shall be responsible for all utilities beginning on the date Tenant takes possession in accordance with Article 3.

ARTICLE 12. MAINTENANCE AND REPAIRS. It is understood and agreed that the Landlord shall, at its sole cost and expense, keep and maintain, during the term of the Lease Agreement or any extension or renewal thereof, only the foundations and structural support portion of the improvements in proper condition and in a good state of repair. Landlord shall not be responsible for any maintenance or repair caused by the fault or neglect of the Tenant, or due to hazards and risks covered or required to be covered by insurance hereunder except as insurance proceeds are available therefor. All other maintenance and repair of said structure and other portions of the Demised Premises, including but not limited to, painting of walls, roof repair and maintenance, repair and replacement and maintenance of equipment, shall be the responsibility of the Tenant.

It is understood and agreed that should either party to this Agreement fail or refuse to start and to proceed thereafter with due diligence to make any repairs or maintenance as may be reasonably necessary for the purpose of fulfilling the terms and conditions of the agreements herein set forth within a reasonable length of time (not to exceed seven (7) days) after being notified in writing of the need thereof, that the other party hereto may make such repairs at the cost and expense of the party so failing or refusing. In the event of an emergency situation, Tenant may, in its discretion, make emergency repairs without giving written notification to Landlord, and Landlord shall reimburse Tenant in the event that such repairs were the responsibility of the Landlord hereunder and were not due to the fault of Tenant or Tenant's agents. The rights of Tenant hereunder specifically do not include the right to offset or deduct any amounts claimed hereunder from rentals due.

Landlord and DHCO reserves the right to enter upon the Demised Premises (in a manner that will not unnecessarily interfere with the business of Tenant) during business hours at any time to inspect the same and to make necessary repairs to fulfill Landlord's obligation hereunder.

Notwithstanding anything to the contrary in this Agreement, the parties agree that Landlord shall be responsible for all repairs on the Demised Premises for twelve months after the term of the Lease begins, except for repairs necessary due to Tenant's negligence or actions.

After the final certificate of occupancy is issued for the Demised Premises, the Tenant may have a commercial inspection done on the Demised Premises by a qualified inspector. Upon completion of such inspection, the Tenant shall forward a copy of such inspection to the Landlord, and the parties will work in good faith to resolve any issues identified by such inspection.

Also, in the event Tenant purchases the Demised Premises from Landlord, Landlord shall assign all warranties on the Demised Premises to Tenant.

ARTICLE 13. RESTORATION OF DAMAGE. If the Demised Premises are partially damaged by fire, the elements or other casualty, covered by the "all risk" insurance policy referred to hereinabove, Landlord

shall promptly repair all damage and restore the Demised Premises to their condition immediately prior to the occurrence of such damage. During the period of reconstruction referred to above, rent payable by Tenant shall ratably abate, based on the percentage of the Demised Premises usable during reconstruction. The term of the Lease shall extend one additional day for each day the entire Demised Premises are not usable due to the reconstruction process.

If the Demised Premises shall be totally destroyed and/or shall it be determined that more than one hundred eighty (180) days will be required to repair or rebuild the Demised Premises, either Landlord and Tenant shall have the right to terminate this Lease Agreement upon written notice to the other within thirty (30) days of the occurrence at which time this Lease Agreement shall become null and void.

ARTICLE 14. EMINENT DOMAIN. If, during the term hereof, or any renewal term, the entire Demised Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such proceeding, or upon the date Tenant is dispossessed under an order of immediate occupancy, whichever first occurs. If less than all of the building comprising the Demised Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, by right of eminent domain, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. If as a result of a taking part of the Demised Premises the Demised Premises is not reasonably suitable for continued operation of a Charter School, either Tenant or Landlord may terminate this lease by providing the Tenant or Landlord with written notice of such election within (30) thirty days of such taking, if either Landlord or Tenant elects to terminate the Lease pursuant this Article 14, this Lease shall terminate (30) days after receipt of the written termination notice. In any taking of the Demised Premises or any part thereof, whether or not this Lease is terminated as provided in this Paragraph, the parties hereto may claim and shall be entitled to receive an award or compensation therefor in accordance with their respective legal rights and interests.

ARTICLE 15. DEFAULT IN PAYMENT OF RENT OR ABANDONMENT. In the event of default by Tenant in the performance of its obligation to pay rent hereunder, or in the event Tenant shall vacate or abandon the Demised Premises, or in the event Tenant, or any guarantor hereunder, shall be adjudicated as bankrupt for the benefit of creditors, or enter into an arrangement or participate voluntarily or involuntarily in any bankruptcy or related proceeding under Federal or State Law, Landlord shall have the right to terminate this Lease and to re-enter the Demised Premises or any part thereof with or without process of law; or Landlord, at his option, without terminating this Lease, shall have the right to re-enter the Demised Premises and sublet the whole or any part thereof, for the account of the Tenant, upon as favorable terms and condition as the market will allow. In the latter event, the Landlord shall have the right to collect any rent which may thereafter become payable under such sublease and to apply the same first to the payment of any expenses incurred by the Landlord in the dispossessing the Tenant and in subletting the Demised Premises, and Landlord may charge interest at the rate equal to one percentage point higher than the prime bank rate of Zions Bank in Salt Lake City, which rate shall

vary from time to time as the prime bank rate varies, per annum on such expenses; and, second, to the payment of the rental herein reserved and the fulfillment of Tenant's covenants hereunder, and the Tenant shall be liable for amounts equal to the installments of rent as they become due, less any amounts actually received by the Landlord and applied on account of rental as aforesaid. The Landlord shall not be deemed to have terminated this Lease by reason of taking possession of the Demised Premises unless written notice of such termination has been served on the Tenant.

In the event Landlord relets the Demised Premises to a replacement tenant pursuant to this Article 15, Tenant shall not be responsible to Landlord for: (i) damage to the Demised Premises, to the extent caused by a replacement tenant or a replacement tenant's employees, contractors, representatives, or invitees; (ii) loss or injury to Landlord to the extent resulting from a replacement tenant's failure to maintain insurance coverages on the Demised Premises consistent with those required pursuant to the terms of this Lease; or (iii) other loss or injury to Landlord to the extent resulting from the "wrongful conduct" of a replacement tenant. For purposes of this Article 15, "wrongful conduct" of a replacement tenant shall include tortious conduct, intentional or negligent damage to property of Landlord, bringing hazardous materials upon the Demised Premises, and criminal conduct of the replacement tenant, but "wrongful conduct" shall not include the failure of a replacement tenant to pay rent, additional rent, or other amounts payable by Tenant under this Lease.

ARTICLE 16. OTHER DEFAULTS BY TENANT. It is mutually agreed that if the Tenant shall default in performing any of the terms or provisions of this Lease Agreement other than as provided in the preceding Article, and if the Landlord shall give to the Tenant notice in writing of such default, and if the Tenant shall fail to cure such default within fifteen (15) days after the date of receipt of such notice, or if the default is of such a character as to require more than fifteen (15) days to cure, and if Tenant shall fail to use reasonable diligence in curing such default, then in such applicable event the Landlord may cure such default for the account of and at the cost and expense of Tenant, plus interest at the rate equal to one percentage point higher than the prime bank rate of Zions Bank, in Salt Lake City, which rate shall vary from time to time as the prime bank rate varies, per annum, and the sum so expended by the Landlord and interest shall be deemed to be additional rent and on demand shall be paid by the Tenant on the day when rent shall next become due and payable. Failure to pay any additional rent as provided in this Article shall be deemed a failure to pay rent within the meaning of Article 15.

ARTICLE 17. QUIET ENJOYMENT. Landlord represents and warrants that it has full right and authority to enter into this Lease. Tenant, upon paying all rentals and performing all the Tenant's covenants, terms and conditions in this Lease Agreement, shall and may peaceably and quietly hold and enjoy the Demised Premises for the term of this Lease Agreement. Tenant understands that other persons and entities conduct businesses or reside near the Demised Premises. Tenant covenants and agrees to conduct its business in such a manner as to not unreasonably interfere with the occupants of surrounding properties. Landlord shall perform all of its obligations under Landlord's lease(s) so as not to interfere with Tenant's right to quiet enjoyment. Landlord shall provide notice to Tenant of any notice of default under Landlord's lease(s). Landlord represents and warrants that Landlord's lease(s) permit Landlord to sublease the Demised Premises.

ARTICLE 18. WAIVER. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof shall impair any such right or power to be construed to be a waiver thereof. Subject to the provisions of this Article, every such right and power may be exercised at any time during the continuance of such default. It is further agreed that a waiver by either of the parties hereto of any of the covenants and agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

ARTICLE 19. ATTORNEY'S FEES. In the event of any action at law or inequity between Landlord and Tenant to enforce any of the provisions and/or rights hereunder or to recover damages for breach hereof, the unsuccessful party to such litigation covenants and agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by such successful party, and if such successful party shall recover judgment, in any such action or proceeding, such costs and expenses and attorney's fees shall be included in and as a part of such judgment.

ARTICLE 20. NOTICES. Any notices or demand required or permitted to be given under this Lease Agreement shall be deemed to have been properly given when, and only when, the same is in writing and has been deposited in the United States Mail, with postage prepaid, to be forwarded by certified mail and addressed as follows:

TO THE LANDLORD AT:

American Preparatory Schools, Inc.
9123 Peruvian, Cir.
Sandy, UT 84093
Attn. Carolyn Sharette

TO THE TENANT AT:

American Preparatory Academy of Las Vegas

Attn. _____

WITH A COPY TO:

Such addresses may be changed from time to time by either party by serving notices as above provided.

ARTICLE 21. SUBORDINATION & ESCROW. This Lease shall be subject and subordinate to all mortgages or trust deeds, the Ground Lease and any other land lease which may now or hereafter affect the real property comprising the Demised Premises, and also to all renewals, modifications, consolidations and replacements of said mortgages and Trust Deeds, the Ground Lease and other land lease. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will,

nevertheless, execute and deliver in a prompt and diligent manner such further instruments confirming such subordination of this Lease as may be desired by the holders of said mortgages or trust deeds.

Tenant receives income from the State of Nevada on a "per pupil" basis. Tenant shall receive income from the State of Nevada into an escrow account acceptable to Landlord. Said Escrow Account shall disburse funds in the following order:

1. To DHCO's (or assignee's) Lender for the minimum due under DHCO's Mortgage (Note: the sum of the payment to DHCO's Lender shall not exceed the minimum rent due under this lease).
2. To DHCO (or assignee) for the balance of the minimum rent due under the Master Building Lease after payment to DHCO's Lender (Note: the sum of the payment to DHCO's Lender and DHCO shall not exceed the minimum rent due under this lease).
3. To Landlord any other amounts then due to Landlord under this Lease.
4. To Tenant.

Upon written notice to escrow agent from DHCO's Lender, escrow agent may eliminate Payee #1 from the above disbursement list.

ARTICLE 22. ASSIGNMENT AND SUBLEASING. Without the specific prior written consent of Landlord first obtained, Tenant may not, at any time, assign this Lease or sublet all or any portion of the Demised Premises. Landlord's consent shall not be unreasonably withheld. Any purported assignment or sublease without Landlord's prior written approval shall be null and void and of no force and effect whatsoever. Landlord may assign this Lease without prior approval of Tenant.

ARTICLE 23. THE ENTIRE AGREEMENT. This Lease Agreement is the entire agreement between the parties and supersedes any prior agreements, representations, negotiations or correspondence between the parties except as expressed herein. Except as otherwise provided in this Lease, no subsequent change or additions to this Lease shall be binding unless in writing and signed by the parties of this Lease.

ARTICLE 24. OBLIGATIONS OF SUCCESSORS. Landlord and Tenant agree that all of the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

ARTICLE 25. HOLD OVER. Tenant may not hold over in the Demised Premises at the expiration or termination of this Lease without the prior written consent of Landlord. If, at the expiration or termination of this Lease or any extension thereof, Tenant shall hold over for any reason, if Landlord consents to the holding over, the tenancy of Tenant thereafter shall be from month-to-month only and shall, in the absence of a written agreement to the contrary, be subject to all the other terms and

conditions of this Lease with the monthly rental adjusted to One Hundred twenty Percent (120%) of the monthly rental for the last month of the primary Lease term or subsequent Lease renewal terms.

ARTICLE 26. Charter School Covenants. Tenant shall comply with the following covenants:

- a. Conform to all requirements and covenants of the Charter with the Charter Authorizer.
- b. Provide Landlord with copies of material correspondence required by the Charter Authorizer, and all financial reports required by the Charter Authorizer and Department of Education in the prescribed form now required.
- c. Provide Landlord with internally generated quarterly financial statements within 45 days of quarter end.
- d. Provide Landlord with copies of unqualified audited annual financial statements within 180 days of fiscal year end.
- e. Provide Landlord with summaries of current student enrollment within 15 days after commencement of each school year, and notify Landlord of any material change in enrollment.
- f. Operate the schools in a manner to maintain the following total enrollment:
 - Year 1 - 971 Students
 - Year 2 - 1,122 Students
 - Subsequent Years - 1,260 Students

Should Tenant fail to achieve the above enrollment, Landlord may require Tenant to retain at its own expense, a Charter School consultant acceptable to the DHCO and the Bank.

- g. Tenant shall not incur any additional indebtedness, in excess of \$100,000, other than payables in the ordinary course, nor permit any encumbrance of the pledged revenue without DHCO's and the Bank's written consent.

ARTICLE 27. LEASE COMMENCEMENT CONDITION. Commencement of this lease is conditional upon DHCO obtaining financing sufficient to construct the necessary improvements at terms acceptable to DHCO at DHCO's sole discretion. If DHCO is unable to obtain such financing, Landlord may, on written notice to Tenant, terminate this Lease, in which event all obligations of the parties hereunder shall cease and have no further force or effect.

ARTICLE 28. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from prompt payment of rent or any other payments required by the terms of this Lease.

ARTICLE 29. ESTOPPEL CERTIFICATE. Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Demised Premises, an estoppel statement shall be required from Tenant. Tenant agrees to deliver to any proposed mortgagee or purchaser, or to Landlord, in recordable form a certificate certifying (if such be the case) that this Lease is in full force and effect, that there are not defenses or offsets thereto, or stating those claimed by Tenant and as to any other matters requested.

ARTICLE 30. GOVENING LAW. Nevada Law governs the performance and interpretation of this Sublease Agreement. In the event of a conflict between this Sublease Agreement and the any applicable law Nevada Law takes precedence.

[Remainder of page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the Landlord and Tenant have duly executed this Lease Agreement on the day and year first above written.

LANDLORD:

APS
 By: Carolyn Sharrett
 Printed Name: Carolyn Sharrett

TENANT:

American Preparatory Academy, a Nevada Charter School

By: LIA
 Lee Iglody, Chairman

Attached hereto and incorporated herein:

Exhibit "A"	Site Plan
Exhibit "B"	Preliminary Plans
Exhibit "C"	NOT USED
Exhibit "D"	Ground Lease
Exhibit "E"	Master Building Lease
Exhibit "B-1"	Final Plans and Specifications (incorporated by reference - not attached)
Exhibit "B-2"	Addenda #1 thru #3 to Plans & Specifications

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 28th of December, 2014 (the "Master Building Lease" or the "Lease"), by and between DHCO Properties, LLC, a Utah Limited Liability Company, hereinafter referred to as the "Landlord", and American Preparatory Schools, a Utah Corporation, hereinafter referred to as the "Tenant":

WITNESSETH

ARTICLE I. PREMISES AND TERM. Landlord hereby leases and by these presents does lease and demise to the Tenant, and the Tenant does lease and take from the Landlord, the premises (the "Demised Premises") consisting of (i) the approximately 6.45 acres of land described on **Exhibit "A"** attached hereto, (ii) the approximately 116,476 square feet of Charter School space situated in the building to be erected thereon, as described on **Exhibit "B"** attached hereto, and (iii) all other improvements located on such land from time to time, together with all the easements, rights, privileges and appurtenances thereunto belonging or in any way appertaining to the Demised Premises.

Tenant will enter into a sub-lease for the Demised Premises (the "Sub-Lease"), a copy of which has been attached hereto and incorporated herein as **Exhibit "E"**, as Landlord with American Preparatory Academy of Las Vegas, hereinafter referred to as APALV, as Tenant for the Demised Premises as described in this Lease. That sub-lease agreement is in all respects subject to this Master Building Lease. Other than with respect to the rent payable thereunder, Tenant shall cause APALV in all respects to pay and perform all obligations under the Master Building Lease, and not at any time do or fail to do anything that would result in a breach or default thereunder.

Landlord has accepted assignment of a ground lease (the "Ground Lease"), a copy of which has been attached hereto and incorporated herein as **Exhibit "D"**, as Tenant with UNLV Research Foundation, hereinafter referred to as CDMC, as Landlord for the 6.45 acres of property described on **Exhibit "A"**. This Lease Agreement is in all respects subject to the Ground Lease. Other than with respect to the ground rent payable thereunder, Tenant shall in all respects pay and perform all obligations under the Ground Lease, and shall not at any time do or fail to do anything that would result in a breach or default thereunder.

The portion of the Demised Premises, situated in the building to be erected, consists of a Phase 1 area (further subdivided into areas Phase 1a and Phase 1b) and a Phase 2 area as shown on **Exhibit "B"**. The term of the lease for the two Phases shall be described as follows:

TO HAVE AND TO HOLD the said Demised Premises, together with all and singular the improvements, appurtenances, rights, privileges and easements thereunto belonging to or in anywise appertaining, unto Tenant for a term commencing on September 15, 2015 for Phase 1 and August 1, 2016 for Phase 2

and continuing thereafter to and including August 14, 2045, subject however, to a one-year delay as set forth below, and to extension and renewal if hereafter provided.

ARTICLE 2. CONSTRUCTION OF IMPROVEMENTS. Landlord agrees, at Landlord's sole cost and expense, to construct a building and other improvements, comprising a portion of the Demised Premises, in accordance with the preliminary plans and specifications prepared by Miller Architecture, copies of which have been attached hereto and incorporated herein as **Exhibit "B"**, and initialed by the parties. General construction materials, methods, systems, and finishes shall be similar to the APA Draper II campus located at 361 West 11915 South, Draper, UT except that the exterior building materials and finishes and the exterior canopies and stairways shall be as shown on Sheet A201 of **Exhibit "B"**, subject to applicable law. Final plans and specifications have been carefully reviewed and specifically approved by Landlord and Tenant, and are incorporated herein as **Exhibit "B-1"**. The final plans and specifications for Phase 1 constituting Exhibit B-1 have been modified as described in Addenda #1 thru #3 to Plans and Specifications which have been attached hereto and incorporated herein as **Exhibit "B-2"** and said modifications are approved by Landlord and Tenant.

The construction budget for Phase 2 of the demised premises is \$2,422,360.00. No construction will begin on the Phase 2 of the project until the final plans for the Phase 2 improvements are mutually approved, including approval in writing by Tenant, and it is determined that the Construction Budget is sufficient to complete the Phase 2 improvements of the project.

The sum of \$762,232 is included in the construction budget for Tenant's Furniture, Fixtures, and Equipment (FF&E). This FF&E Budget is itemized on **Exhibit "C"** attached hereto and includes only the section titled "FF&E – IN Building Lease". Landlord shall submit to Tenant a "Work Authorization"(s) for the work contemplated in the FF&E Budget. Tenant shall approve or request revision to the Work Authorization within 2 days of receipt. Due to the critical construction schedule, if a Work Authorization (either as originally submitted or as revised) is not approved by Tenant within 7 days of initial submittal by Landlord, Landlord may exclude the work contemplated by that Work Authorization from the improvements.

A condition of Building Permit issuance by Clark County is that the developer enter into a "Cost Participation Agreement" with Clark County for payment of a portion of possible future traffic control improvements. Clark County's present estimate of these possible future costs is \$363,200. Landlord agrees to enter into the "Cost Participation Agreement" with Clark County and to provide an Irrevocable Letter of Credit to secure Clark County's interest. If Clark County requires payment of any of such traffic control improvement costs in the future, Tenant shall pay such costs to Clark County as they become due. In the event of Tenant's failure to pay such costs as they become due, Landlord may pay such costs to Clark County and such costs paid by Landlord shall be reimbursed by Tenant to Landlord as additional rent under the Lease.

ARTICLE 3. TENANT'S POSSESSION. The term of this Lease shall commence on September 15, 2015, subject to delay as set forth below. Tenant shall take possession when the Landlord delivers to Tenant,

in a condition ready for occupancy, the Demised Premises described on **Exhibit "B-1"** located in the building being constructed by the Landlord. Tenant shall accept possession of the said improvements, in Phase(s) when they are ready for occupancy. The words "ready for occupancy" are defined for this purpose to mean the date upon which the construction work referred to in Article 2 is substantially completed in accordance with the plans and specifications referred to therein and a Certificate of Occupancy is issued allowing the Tenant to occupy the applicable Phase(s) the building. Landlord may deliver to Tenant, and Tenant may take possession, of Phase 1a and/or Phase 1b of the Demised Premises prior to September 15, 2015 provided that a Certificate of Occupancy has been issued and the insurance required of both Landlord and Tenant under this lease are in effect. Such occupancy of the Demised Premises by Tenant prior to September 15, 2015 shall not change the dates or amounts of lease payments due to Landlord as described in Article 7.1 of this Lease

Landlord agrees to exert its best, commercially reasonable efforts to have the improvements for Phase 1a and Phase 1b ready for occupancy no later than September 15, 2015. In the event Phase 1a of the demised premises will not be available for occupancy by September 15, 2015 (2015-16 school year), Landlord shall give Tenant written notice no later than February 1, 2015, and the term will instead commence no later than August 1, 2016 (2016-2017 school year). Notwithstanding anything to the contrary in this Lease Agreement, Tenant shall not be responsible to pay Landlord any amount under this Lease Agreement until Landlord delivers Tenant Phase 1a of the Demised Premises in a condition ready for occupancy.

Due to the current unreliable nature of inspection and approval scheduling of Clark County and the applicable utility companies, Tenant shall have in place a contingency plan to house its anticipated student enrollment in an alternate location if occupancy of Phase 1a is delayed past September 15, 2015.

Landlord agrees to exert its best, commercially reasonable efforts to have the improvements for Phase 1b ready for occupancy no later than 60 days after Landlord delivers Tenant Phase 1a of the Demised Premises in a condition ready for occupancy. Landlord agrees to exert its best, commercially reasonable efforts to have the improvements for Phase 2 ready for occupancy no later than August 1, 2016 (unless the commencement of the Lease term for Phase 1 is delayed until August 1, 2016 as provided above, in which case Landlord shall have the improvements for Phase 2 ready for occupancy no later than August 1, 2017). Upon the request of either party, the parties shall memorialize the commencement of the Phase 1 occupancy and the Phase 2 occupancy in a written instrument, executed by the parties.

ARTICLE 4. OBLIGATIONS OF TENANT AND LANDLORD.

4.1 Property Taxes. Subject to Tenant's reimbursement, Landlord shall pay all taxes, and assessments lawfully levied or assessed against the building or buildings or any part thereof, or otherwise payable under the Ground Lease. Tenant shall reimburse Landlord, within ten (10) days from the date Landlord submits to Tenant a statement setting forth the amount due Landlord under the provisions of this paragraph, for such real property taxes and assessments due on the Demised Premises as additional

rent hereunder. Tenant shall pay 1/12 of the estimated annual taxes in advance each month in addition to the minimum rental payment due hereunder. Landlord may dispute and contest the real property taxes and assessments on the Demised Premises. Tenant may, at its sole cost and expense, after it has paid Landlord in full any taxes or assessments due hereunder, upon fifteen (15) days' prior written notice to Landlord, contest with the appropriate governmental authority such taxes or assessments. Tenant shall be entitled to any refund of any tax or penalty paid by Tenant, or paid by Landlord and reimbursed by Tenant to Landlord.

4.2 Personal Property Taxes. Tenant shall additionally pay, when due, all personal property taxes and license fees levied and assessed against the Demised Premises during the term of this Lease. Nothing contained in this Lease shall require or be construed to obligate the Tenant to pay any franchise, excise, corporate, estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, profits or revenue tax upon the income of the Landlord; provided, however, that in any case where a tax may be levied, assessed or imposed upon Landlord for the privilege of renting or leasing the Demised Premises or which is based upon the rental revenue derived therefrom, Tenant shall pay to Landlord as additional rent hereunder the amount of said tax, but in no event shall the Tenant be obligated to pay an amount greater than that which would be payable if the Demised Premises were the only asset of the Landlord.

4.3 Tenant's Tax Exempt Status. Notwithstanding paragraphs 4.1 and 4.2 above, Tenant represents to Landlord that APALV qualifies for tax exempt status in accordance with NRS 361.096 which reads as follows:

NRS 361.096 Exemption of certain property leased or rented to charter school.

- 1. All real and personal property that is leased or rented to a charter school is hereby deemed to be used for an educational purpose and is exempt from taxation. If the property is used partly for the lease or rental to a charter school and partly for other purposes, only the portion of the property that is used for the lease or rental to a charter school is exempt pursuant to this subsection.*
- 2. To qualify for an exemption pursuant to subsection 1, the property owner must provide the county assessor with a copy of the lease or rental agreement indicating that:*
 - (a) The property is leased or rented to the charter school; and*
 - (b) The amount of payment required by the charter school pursuant to the agreement is reduced in an amount which is at least equal to the amount of the tax that would have been imposed if the property were not exempt pursuant to subsection 1.*

Landlord agrees to provide the county assessor with all relevant documentation in Landlord's possession to assist Tenant in procuring and maintaining tax exempt status. If property tax is assessed due to Landlord's failure to file the proper documentation in the required timeline, Landlord shall pay any taxes on the Building and/or Land resulting from such failure at Landlord's sole expense.

4.4 Tenant's Insurance. The Tenant shall, during the entire term of this Lease, at the Tenant's sole cost and expense, but for the mutual benefit of the Landlord and Tenant and APALV and CDMC, cause APALV to maintain general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the entire property described on Exhibits "A" & "B" attached hereto and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limit of not less than \$1,000,000 in respect to injury or death to a single person, and to the limit of not less than \$2,000,000 in respect to any one accident, and to the limit of not less than \$1,000,000 in respect to property damage or a combined single limit policy not less than \$2,000,000 per occurrence, or in such greater amounts as required under the Ground Lease. All policies shall name Landlord and the Mortgagee of the property and CDMC and Tenant as an additional named insured, as their interest may appear.

Tenant shall also cause APALV to provide insurance coverage to the extent of the full replacement value covering all of APALV's property, fixture, equipment, tools, improvements, stock, goods, wares or merchandise, that it may have in or on or about the Demised Premises. Other forms of insurance may be reasonably required to cover future risks against which a prudent Tenant would protect itself.

All policies of insurance provided for herein shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of AAA, as rated in the most current available "Best's Guide" Insurance Reports, and qualified to do business in the state of Nevada, and as otherwise required under the Ground Lease and NAC 386.215.

The policies for the foregoing insurance shall provide that the proceeds thereof shall be payable to the Tenant and to the Landlord and to APALV, as their respective interests may appear. Said required Tenant insurance coverage shall be verified to the Landlord by an insurance carrier in the form of either a certified copy of the policy or other written verification of insurance coverage acceptable to Landlord and the lending institution for the Demised Premises. Such insurance policies shall provide that Landlord be given thirty (30) days written notice prior to any cancellation or alteration of any policy. To the extent that Tenant fails to provide the foregoing insurance, either hazard or liability, Tenant shall be responsible to Landlord, as his interest appears, for such damage that would have been insured by said policies but for Tenant's failure to obtain such insurance.

4.5 Landlord's Insurance. Subject to Tenant's reimbursement, Landlord shall provide fire, lightning, and extended coverage ("all risk") insurance and such additional insurance coverage as may be required under the Ground Lease or by Landlord's mortgagee (including loss of rents insurance) on the Demised Premises for the full replacement value thereof or such value as is required by Landlord's mortgagee, whichever is greater, against such loss. Tenant shall reimburse Landlord as additional rental hereunder, for such insurance premium costs within ten (10) days from the date Landlord submits to Tenant a statement setting forth the amount due Landlord under the provisions of this paragraph. Tenant shall pay 1/12 of the estimated annual building insurance premium in advance each month along with the minimum rental payment.

4.6 Subrogation. Landlord shall not be liable to Tenant or anyone claiming by, through or under Tenant, including an insurance carrier or carriers, for any insurable loss or damage, and no such carrier shall have the right to subrogate against Landlord, or any other Tenant. All of the insurance policies required hereunder pertaining to the Demised Premises shall contain an endorsement by the insurance carrier or carriers waiving any and all rights of subrogation against Landlord, a copy of which endorsement or endorsements, or evidence thereof by way of certificate shall be furnished to the Landlord.

4.7 Assumption of Risk. Anything herein to the contrary notwithstanding, after the commencement of the term as provided in Article 1, or after Occupancy prior to Commencement as allowed in Article 2 whichever comes first, the Tenant and APALV assumes full risk of damage to its property, fixtures, equipment, tools, improvements, stock, goods, ware of merchandise, that it may have in or on or about the Demised Premises, resulting from fire, lightning, extended coverage perils, flood and any catastrophe, regardless of cause or origin, except to the extent it is caused by the intentional conduct or gross negligence of the Landlord. The Landlord shall not be liable to Tenant or anyone claiming by, through or under Tenant, including Tenant's insurance carrier or carriers, for any loss or damage resulting from fire, lightning or extended coverage perils or from an act of God. Landlord shall not be liable to the insurance carrier for damages insured against, either directly or by way of subrogation, and Tenant hereby releases all claims against Landlord therefor.

4.8 Common Area Operating Costs. The Tenant shall pay when due all common area operating costs of the UNLV Research Park payable under the Ground Lease.

ARTICLE 5. TENANT'S USE. The Tenant may use the Demised Premises for operating APALV's Charter School. Tenant shall use the Demised Premises only for lawful and proper purposes, which are permissible under applicable law (including under applicable zoning laws) and the uses permitted under the Ground Lease. Tenant shall not make any use of the Demised Premises which will cause cancellation of any insurance policy covering the same and shall not keep or use on the Demised Premises any article, item, or thing which is prohibited by the terms of the hazard insurance policy covering the improvements. Tenant shall not commit any waste upon the Demised Premises and shall not conduct or allow any business, activity or thing on the Demised Premises which is or becomes unlawful, prohibited, or a nuisance or which may cause damage to Landlord, to occupants in the vicinity, or to other third parties. Tenant shall comply with and abide by all laws, ordinances, and regulations of all municipal, county, state and federal authorities which are now in force or which may hereafter become effective with respect to use and occupancy of the Demised Premises.

Tenant represents to Landlord that neither Tenant nor any affiliates of Tenant will generate, store or dispose of any Hazardous Substances (as defined below) at or in the area of the Demised Premises and Property except as is customary with the use as a school.

Tenant covenants with Landlord: a) to prohibit any generation, storage or disposal of Hazardous Substances at the Demised Premises, b) to deliver promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the generation, storage or

disposal by Tenant of Hazardous Substances (whether or not at the Demised Premises); and c) to permit entry onto the Demised Premises by Landlord or Landlord's representative(s) at any reasonable time to verify Tenant's compliance with the foregoing.

Tenant agrees to indemnify and defend Landlord (with legal counsel reasonably acceptable to Landlord) from and against any costs, fees or expenses (including, without limitation, cleanup expenses, third party claims and environmental impairment expenses and reasonable attorneys' fees and expenses) incurred by Landlord in connection with (i) Tenant's or APALV's generation, storage, or disposal of Hazardous Substances at or near the Demised Premises in accordance with the foregoing and with Tenant's compliance with the foregoing representations and covenants, and (ii) Tenant's and APALV's use and occupancy of the Demised Premises. This indemnification by Tenant shall survive termination or expiration of this Lease.

Landlord agrees to indemnify and defend Tenant and/or APALV (with legal counsel reasonably acceptable to Tenant and APALV) from and against any costs, fees or expenses (including, without limitation, cleanup expenses, third party claims and environmental impairment expenses and reasonable attorneys' fees and expenses) incurred by Tenant in connection with Landlord's generation, storage, or disposal of Hazardous Substances at or near the Demised Premises. This indemnification by Landlord shall survive termination or expiration of this Lease.

"Hazardous Substances" shall mean (i) hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (ii) "PCBs", as defined in 40 C.F.R. 761 et seq. and "TCDD" as defined in 40 C.F.R. 755 et seq. (or in either case analogous regulations promulgated under the Toxic Substances Control Act, as amended), (iii) "asbestos" as defined in 29 C.F.R. 1910.1001 et seq. (or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended), and (iv) waste oils and other petroleum hydrocarbon compounds.

ARTICLE 6. POSSESSION. Possession of the Demised Premises shall be delivered to the Tenant as herein provided, free and clear of all Tenants and occupants and the rights of either. The Demised Premises shall also be free of liens, encumbrances and violations of laws, ordinances and regulations adversely affecting the use and occupancy of the Demised Premises, except those presently of record including mortgages and trust deeds and those that may be specified herein. Tenant agrees to deliver to the Landlord physical possession of the Demised Premises, including all keys to the Demised Premises, upon the termination or expiration of this Lease or any extension thereof, in as good order, condition, and state of repair as when received by Tenant, reasonable wear and tear thereof and damage by fire (but only to the extent that Landlord is obligated to restore or repair the Demised Premises under Article 13 of this Lease), acts of God or the elements excepted.

ARTICLE 7. RENT.

7.1 Minimum Rent. The Tenant agrees to pay the Landlord at such address as shall from time to time be designated by Landlord, as minimum rental during the initial term of this Lease without right of offset or deduction, the sum of:

Partial Year 1 \$950,000 i.e. \$95,000.00/month net/net/net
 (10 Payments - due on the first day of each month – 1st Payment Due October 1, 2015)
 Year 2 \$1,360,000/year i.e. \$113,333.33/month net/net/net
 (12 Payments - due on the first day of each month – 1st Payment Due August 1, 2016)

 Years 3-5 \$1,785,000/year i.e. \$148,750.00/month net/net/net
 (12 Payments/yr - due on the first day of each month - 1st Payment each year is due August 1)
 Years 6 –30 Previous Year Rent Plus 2% (2% increase each year)
 (12 Payments/yr - due on the first day of each month - 1st Payment each year is due August 1)
 Plus two (2), five (5) year options to extend at then current market rates.

Landlord hereby grants Tenant the right and option to renew this Lease Agreement for two (2) successive five (5) year option renewal terms. Should Tenant desire to exercise the renewal of this Lease, Tenant must notify Landlord in writing stating Tenant's intent to renew this Lease at least 180 days prior to the expiration of the primary Lease term. Tenant must also be current under all Lease covenants and conditions for either of the Lease renewal rights to be valid and effective. During each such renewal term, all provisions of this Lease shall apply, except for any provision relating to the improvement of the Demised Premises by Landlord or at Landlord's expense, and except that the amount of minimum rental for each such renewal term shall be negotiated and determined by mutual agreement between the parties. If the parties are able to agree on the amount of the minimum rental for either such renewal term within thirty (30) days after receipt by Landlord of Tenant's notice of renewal, the parties shall promptly enter into an amendment to this Lease reflecting the new minimum rental and the new expiration date. If the parties, after using their best, commercially reasonable efforts, are unable to agree on the amount of the minimum rental for either such renewal term within such thirty (30)-day period (as evidenced by the execution and delivery of an amendment to this Lease), then such option to renew (and any subsequent option to renew) shall automatically terminate and be of no further force or effect.

Minimum rental shall be payable monthly, in advance, without demand on the first day of each calendar month throughout the Lease term.

7.2 Late Penalty. Tenant shall be charged a five percent (5%) late fee on all rental and other payments (minimum and/or additional rent) due under this Lease which are received by Landlord more than ten (10) days after their due date. Such late fee shall compensate Landlord for (i) the costs attributable to providing notice of delinquency; and (ii) the expense of servicing the mortgage loan on Landlord's Building from alternative funds. In addition, any rental or other payments due under this Lease which are not paid within twenty (20) days of their due date shall bear interest thereafter at the rate of one and one-half percent (1- 1 /2%) per month, or the highest rate permitted by law, whichever is lower, until paid.

ARTICLE 8. SIGNS. With the prior written approval of Landlord, which approval shall not be unreasonably withheld, and subject to the approval of CDMC if required, Tenant shall have the right and privilege to place on the building or Demised Premises signage necessary for the operation of APALV's business. Such sign installation shall not adversely affect or damage the physical structure of the building, nor detract from the overall harmony of the building and the UNLV Research Park development. All such signs must conform with the codes and regulations of Clark County and adhere to the signage criteria for the development.

Upon the expiration or termination of the lease, the Tenant shall remove all signage installed by Tenant and repair any damaged areas on the building or Demised Premises caused thereby, to a condition acceptable to the Landlord.

ARTICLE 9. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the right, subject to Landlord's prior written approval, to make non-structural alterations, additions, or improvements (hereinafter collectively referred to as "improvements") to the interior of the Demised Premises. Said improvements and additions shall be accomplished at Tenant's sole cost and expense and shall be made in compliance with all building codes and ordinances, laws, and regulations applicable to the Demised Premises. Tenant shall cause all improvements to be accomplished in a good workmanlike manner using the same quality and finish to match existing. Landlord shall have the right, but not the obligation, to require Tenant's removal of said improvements at the expiration or termination of the Lease, including restoration of the Demised Premises, to its original state of improvement, configuration, etc., unless Landlord previously approved such improvements in writing. Tenant shall keep the Demised Premises free from any liens arising out of any work performed, material furnished or obligation incurred by or for Tenant or any person or entity claiming through or under Tenant. In the event that Tenant shall not, within thirty (30) days following the imposition of any such lien, cause the same to be released by payment or posting of a bond, Landlord shall have the right, but not the obligation, to cause such lien to be released by such means as Landlord deems proper, including payment of the claim giving rise to such lien. All such sums paid and all expenses incurred by Landlord in connection therewith shall be due and payable to Landlord by Tenant as additional rent within fifteen (15) days of Tenant's receipt of Landlord's invoice.

ARTICLE 10. FIXTURES AND PERSONAL PROPERTY. All fixtures (not including trade fixtures) installed or attached to the Demised Premises by and/or at the expense of Tenant or APALV shall become the property of Landlord. The items provided by Landlord under the FF&E Budget shall NOT be considered trade fixtures. Any trade fixtures installed in the Demised Premises by and at the expense of the Tenant and/or APALV shall remain the property of same or Tenant's and/or APALV's trade fixture Lessors, and the Landlord agrees that so long as Tenant is not in default hereunder, Tenant and/or APALV or their Lessors shall have the right at any time to remove any and all of its trade fixtures which it may have stored or installed in the Demised Premises. Landlord expressly agrees to waive or subordinate any claim which Landlord may or might have against the trade fixtures and personal property of Tenant and/or APALV in favor of a Lessor or UCC-1 creditor who intends to Lease any of the same to Tenant

and/or APALV. Tenant shall be required, at the expiration or termination of this Lease Agreement or any extension or renewal thereof, to remove any and all of its or APALV's trade fixtures which may be stored or installed in the Demised Premises. Tenant will repair all damage to the Demised Premises occasioned by such trade fixture removal. If Tenant shall holdover beyond lease expiration or lease termination, with Landlord's approval of such holdover, for removal of fixtures and equipment (not to exceed ten (10) days), Tenant shall pay to the Landlord as rental therefore, a sum equal to the prorated portion of the previous monthly rental thereof. In the event Tenant has not completed the removal of its fixtures and equipment and restoration of the Demised Premises caused thereby, within the ten (10) day period following the expiration or termination of the lease, Landlord shall, in Tenant's behalf and at Tenant's sole and exclusive expense, cause such fixtures and equipment to be removed and the Demised Premises to be restored. Upon completion, the cost of said removal and restoration, plus twenty percent (20%) for overhead and profit, including prorated rental for the period of time required to accomplish such, shall be passed on to Tenant for Tenant's payment to Landlord.

ARTICLE 11. UTILITIES. The Tenant shall pay for all water, heat, gas, electricity, and other costs of utilities connected with, consumed, or used by it in connection with its occupancy of the Demised Premises. In the event any utility service to the Demised Premises is interrupted or temporarily discontinued for any reason whatsoever, Landlord shall not be liable therefore to Tenant and the rent required to be paid hereunder shall not be abated as a result thereof, and Tenant waives any claims it might otherwise have against Landlord as a result of any such interruption or discontinuation. Tenant shall be responsible for all utilities beginning on the date Tenant takes possession in accordance with Article 3.

ARTICLE 12. MAINTENANCE AND REPAIRS. It is understood and agreed that the Landlord shall, at its sole cost and expense, keep and maintain, during the term of the Lease Agreement or any extension or renewal thereof, only the foundations and structural support portion of the improvements in proper condition and in a good state of repair. Landlord shall not be responsible for any maintenance or repair caused by the fault or neglect of the Tenant, or due to hazards and risks covered or required to be covered by insurance hereunder except as insurance proceeds are available therefor. All other maintenance and repair of said structure and other portions of the Demised Premises, including but not limited to, painting of walls, roof repair and maintenance, repair and replacement and maintenance of equipment, shall be the responsibility of the Tenant.

It is understood and agreed that should either party to this Agreement fail or refuse to start and to proceed thereafter with due diligence to make any repairs or maintenance as may be reasonably necessary for the purpose of fulfilling the terms and conditions of the agreements herein set forth within a reasonable length of time (not to exceed seven (7) days) after being notified in writing of the need thereof, that the other party hereto may make such repairs at the cost and expense of the party so failing or refusing. In the event of an emergency situation, Tenant may, in its discretion, make emergency repairs without giving written notification to Landlord, and Landlord shall reimburse Tenant in the event that such repairs were the responsibility of the Landlord hereunder and were not due to the

fault of Tenant or Tenant's agents. The rights of Tenant hereunder specifically do not include the right to offset or deduct any amounts claimed hereunder from rentals due.

Landlord reserves the right to enter upon the Demised Premises (in a manner that will not unnecessarily interfere with the business of Tenant) during business hours at any time to inspect the same and to make necessary repairs to fulfill Landlord's obligation hereunder.

Notwithstanding anything to the contrary in this Agreement, the parties agree that Landlord shall be responsible for all repairs on the Demised Premises for twelve months after the term of the Lease begins, except for repairs necessary due to Tenant's negligence or actions.

After the final certificate of occupancy is issued for the Demised Premises, the Tenant may have a commercial inspection done on the Demised Premises by a qualified inspector. Upon completion of such inspection, the Tenant shall forward a copy of such inspection to the Landlord, and the parties will work in good faith to resolve any issues identified by such inspection.

Also, in the event Tenant purchases the Demised Premises from Landlord, Landlord shall assign all warranties on the Demised Premises to Tenant.

ARTICLE 13. RESTORATION OF DAMAGE. If the Demised Premises are partially damaged by fire, the elements or other casualty, covered by the "all risk" insurance policy referred to hereinabove, Landlord shall promptly repair all damage and restore the Demised Premises to their condition immediately prior to the occurrence of such damage. During the period of reconstruction referred to above, rent payable by Tenant shall ratably abate, based on the percentage of the Demised Premises usable during reconstruction. The term of the Lease shall extend one additional day for each day the entire Demised Premises are not usable due to the reconstruction process.

If the Demised Premises shall be totally destroyed and/or shall it be determined that more than one hundred eighty (180) days will be required to repair or rebuild the Demised Premises, either Landlord and Tenant shall have the right to terminate this Lease Agreement upon written notice to the other within thirty (30) days of the occurrence at which time this Lease Agreement shall become null and void.

ARTICLE 14. EMINENT DOMAIN. If, during the term hereof, or any renewal term, the entire Demised Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such proceeding, or upon the date Tenant is dispossessed under an order of immediate occupancy, whichever first occurs. If less than all of the building comprising the Demised Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, by right of eminent domain, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. If as a result of a taking part of the Demised Premises the Demised Premises is not reasonably suitable for continued operation

of a Charter School, either Tenant or Landlord may terminate this lease by providing the Tenant or Landlord with written notice of such election within (30) thirty days of such taking, if either Landlord or Tenant elects to terminate the Lease pursuant this Article 14, this Lease shall terminate (30) days after receipt of the written termination notice. In any taking of the Demised Premises or any part thereof, whether or not this Lease is terminated as provided in this Paragraph, the parties hereto may claim and shall be entitled to receive an award or compensation therefor in accordance with their respective legal rights and interests.

ARTICLE 15. DEFAULT IN PAYMENT OF RENT OR ABANDONMENT. In the event of default by Tenant in the performance of its obligation to pay rent hereunder, or in the event Tenant shall vacate or abandon the Demised Premises, or in the event Tenant, or any guarantor hereunder, shall be adjudicated as bankrupt for the benefit of creditors, or enter into an arrangement or participate voluntarily or involuntarily in any bankruptcy or related proceeding under Federal or State Law, Landlord shall have the right to terminate this Lease and to re-enter the Demised Premises or any part thereof with or without process of law; or Landlord, at his option, without terminating this Lease, shall have the right to re-enter the Demised Premises and sublet the whole or any part thereof, for the account of the Tenant, upon as favorable terms and condition as the market will allow. In the latter event, the Landlord shall have the right to collect any rent which may thereafter become payable under such sublease and to apply the same first to the payment of any expenses incurred by the Landlord in the dispossessing the Tenant and in subletting the Demised Premises, and Landlord may charge interest at the rate equal to one percentage point higher than the prime bank rate of Zions Bank in Salt Lake City, which rate shall vary from time to time as the prime bank rate varies, per annum on such expenses; and, second, to the payment of the rental herein reserved and the fulfillment of Tenant's covenants hereunder, and the Tenant shall be liable for amounts equal to the installments of rent as they become due, less any amounts actually received by the Landlord and applied on account of rental as aforesaid. The Landlord shall not be deemed to have terminated this Lease by reason of taking possession of the Demised Premises unless written notice of such termination has been served on the Tenant.

In the event Landlord relets the Demised Premises to a replacement tenant pursuant to this Article 15, Tenant shall not be responsible to Landlord for: (i) damage to the Demised Premises, to the extent caused by a replacement tenant or a replacement tenant's employees, contractors, representatives, or invitees; (ii) loss or injury to Landlord to the extent resulting from a replacement tenant's failure to maintain insurance coverages on the Demised Premises consistent with those required pursuant to the terms of this Lease; or (iii) other loss or injury to Landlord to the extent resulting from the "wrongful conduct" of a replacement tenant. For purposes of this Article 15, "wrongful conduct" of a replacement tenant shall include tortious conduct, intentional or negligent damage to property of Landlord, bringing hazardous materials upon the Demised Premises, and criminal conduct of the replacement tenant, but "wrongful conduct" shall not include the failure of a replacement tenant to pay rent, additional rent, or other amounts payable by Tenant under this Lease.

ARTICLE 16. OTHER DEFAULTS BY TENANT. It is mutually agreed that if the Tenant shall default in performing any of the terms or provisions of this Lease Agreement other than as provided in the

preceding Article, and if the Landlord shall give to the Tenant notice in writing of such default, and if the Tenant shall fail to cure such default within fifteen (15) days after the date of receipt of such notice, or if the default is of such a character as to require more than fifteen (15) days to cure, and if Tenant shall fail to use reasonable diligence in curing such default, then in such applicable event the Landlord may cure such default for the account of and at the cost and expense of Tenant, plus interest at the rate equal to one percentage point higher than the prime bank rate of Zions Bank, in Salt Lake City, which rate shall vary from time to time as the prime bank rate varies, per annum, and the sum so expended by the Landlord and interest shall be deemed to be additional rent and on demand shall be paid by the Tenant on the day when rent shall next become due and payable. Failure to pay any additional rent as provided in this Article shall be deemed a failure to pay rent within the meaning of Article 15.

ARTICLE 17. QUIET ENJOYMENT. Landlord represents and warrants that it has full right and authority to enter into this Lease. Tenant, upon paying all rentals and performing all the Tenant's covenants, terms and conditions in this Lease Agreement, shall and may peaceably and quietly hold and enjoy the Demised Premises for the term of this Lease Agreement. Tenant understands that other persons and entities conduct businesses or reside near the Demised Premises. Tenant covenants and agrees to conduct its business in such a manner as to not unreasonably interfere with the occupants of surrounding properties. Landlord shall perform all of its obligations under Landlord's lease(s) so as not to interfere with Tenant's right to quiet enjoyment. Landlord shall provide notice to Tenant of any notice of default under Landlord's lease(s). Landlord represents and warrants that Landlord's lease(s) permit Landlord to sublease the Demised Premises.

ARTICLE 18. WAIVER. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof shall impair any such right or power to be construed to be a waiver thereof. Subject to the provisions of this Article, every such right and power may be exercised at any time during the continuance of such default. It is further agreed that a waiver by either of the parties hereto of any of the covenants and agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

ARTICLE 19. ATTORNEY'S FEES. In the event of any action at law or inequity between Landlord and Tenant to enforce any of the provisions and/or rights hereunder or to recover damages for breach hereof, the unsuccessful party to such litigation covenants and agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by such successful party, and if such successful party shall recover judgment, in any such action or proceeding, such costs and expenses and attorney's fees shall be included in and as a part of such judgment.

ARTICLE 20. NOTICES. Any notices or demand required or permitted to be given under this Lease Agreement shall be deemed to have been properly given when, and only when, the same is in writing and has been deposited in the United States Mail, with postage prepaid, to be forwarded by certified mail and addressed as follows:

TO THE LANDLORD AT:

DHCO Properties LLC DHCO.
7858 S. Phoebe Wood Drive
Sandy, Utah 84093
 Attn. Jon Cowley

TO THE TENANT AT:

American Preparatory Schools, Inc.
 9123 Peruvian, Cir.
 Sandy, UT 84093
 Attn. Carolyn Sharette

WITH A COPY TO:

Such addresses may be changed from time to time by either party by serving notices as above provided.

ARTICLE 21. SUBORDINATION & ESCROW. This Lease shall be subject and subordinate to all mortgages or trust deeds, the Ground Lease and any other land lease which may now or hereafter affect the real property comprising the Demised Premises, and also to all renewals, modifications, consolidations and replacements of said mortgages and Trust Deeds, the Ground Lease and other land lease. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver in a prompt and diligent manner such further instruments confirming such subordination of this Lease as may be desired by the holders of said mortgages or trust deeds.

APALV receives income from the State of Nevada on a "per pupil" basis. APALV shall receive income from the State of Nevada into an escrow account acceptable to Landlord. Said Escrow Account shall disburse funds in the following order:

1. To Landlord's (or assignee's) Lender for the minimum due under Landlord's Mortgage (Note: the sum of the payment to Landlord's Lender shall not exceed the minimum rent due under this lease).
2. To Landlord any other amounts then due to Landlord under this Master Building Lease.
3. To APALV.

Upon written notice to escrow agent from Landlord's Lender, escrow agent may eliminate Payee #1 from the above disbursement list.

ARTICLE 22. ASSIGNMENT AND SUBLEASING. Without the specific prior written consent of Landlord first obtained, Tenant may not, at any time, assign this Lease or sublet all or any portion of the Demised Premises, except for the Sub-Lease described in Article 1 of this Master Building Lease. Landlord's consent shall not be unreasonably withheld. Any purported assignment or sublease without Landlord's

prior written approval shall be null and void and of no force and effect whatsoever. Landlord may assign this Lease without prior approval of Tenant.

ARTICLE 23. THE ENTIRE AGREEMENT. This Lease Agreement is the entire agreement between the parties and supersedes any prior agreements, representations, negotiations or correspondence between the parties except as expressed herein. Except as otherwise provided in this Lease, no subsequent change or additions to this Lease shall be binding unless in writing and signed by the parties of this Lease.

ARTICLE 24. OBLIGATIONS OF SUCCESSORS. Landlord and Tenant agree that all of the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

ARTICLE 25. HOLD OVER. Tenant may not hold over in the Demised Premises at the expiration or termination of this Lease without the prior written consent of Landlord. If, at the expiration or termination of this Lease or any extension thereof, Tenant shall hold over for any reason, if Landlord consents to the holding over, the tenancy of Tenant thereafter shall be from month-to-month only and shall, in the absence of a written agreement to the contrary, be subject to all the other terms and conditions of this Lease with the monthly rental adjusted to One Hundred twenty Percent (120%) of the monthly rental for the last month of the primary Lease term or subsequent Lease renewal terms.

ARTICLE 26. Charter School Covenants. Tenant shall cause APALV to comply with the following covenants:

- a. Conform to all requirements and covenants of the Charter with the Charter Authorizer.
- b. Provide Landlord with copies of material correspondence required by the Charter Authorizer, and all financial reports required by the Charter Authorizer and Department of Education in the prescribed form now required.
- c. Provide Landlord with internally generated quarterly financial statements within 45 days of quarter end.
- d. Provide Landlord with copies of unqualified audited annual financial statements within 180 days of fiscal year end.
- e. Provide Landlord with summaries of current student enrollment within 15 days after commencement of each school year, and notify Landlord of any material change in enrollment.
- f. Operate the schools in a manner to maintain the following total enrollment:
 - Year 1 - 971 Students
 - Year 2 - 1,122 Students
 - Subsequent Years - 1,260 Students

Should Tenant fail to achieve the above enrollment, Landlord may require Tenant to retain at its own expense, a Charter School consultant acceptable to Landlord and the Bank.

- g. Tenant shall cause APALV not incur any additional indebtedness, in excess of \$100,000, other than payables in the ordinary course, nor permit any encumbrance of the pledged revenue without Landlord's and the Bank's written consent.

ARTICLE 27. LEASE COMMENCEMENT CONDITION. Commencement of this lease is conditional upon Landlord obtaining financing sufficient to construct the necessary improvements at terms acceptable to Landlord at Landlord's sole discretion. If Landlord is unable to obtain such financing, Landlord may, on written notice to Tenant, terminate this Lease, in which event all obligations of the parties hereunder shall cease and have no further force or effect. Commencement of this lease is also conditional upon Tenant and APALV executing the Sub-Lease as described in Article 1 of this Master Building Lease. If such Sub-Lease is not executed, Tenant may, on written notice to Landlord, terminate this Lease, in which event all obligations of the parties hereunder shall cease and have no further force or effect.

ARTICLE 28. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from prompt payment of rent or any other payments required by the terms of this Lease.

ARTICLE 29. ESTOPPEL CERTIFICATE. Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Demised Premises, an estoppel statement shall be required from Tenant. Tenant agrees to deliver to any proposed mortgagee or purchaser, or to Landlord, in recordable form a certificate certifying (if such be the case) that this Lease is in full force and effect, that there are not defenses or offsets thereto, or stating those claimed by Tenant and as to any other matters requested.

ARTICLE 30. GOVENING LAW. Nevada Law governs the performance and interpretation of this Sublease Agreement. In the event of a conflict between this Sublease Agreement and the any applicable law Nevada Law takes precedence.

ARTICLE 31. OPTION TO PURCHASE. Tenant shall have the right to purchase the Demised Premises, after the date 2 years from the Date of Commencement of the Lease, at a price to be determined by the following formula:

Purchase Price = Twenty Million One Hundred Fifty Thousand Dollars (\$20,150,000) minus any sum that the total costs of the improvements described in Article 2 of this lease are less than the following sums:

Total Construction Hard Costs = \$13,727,889 (including FF&E costs described in Article 2 of this Lease)

Total Permits, Inspections, & Impact Fees = \$667,223

[Remainder of page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the Landlord and Tenant have duly executed this Lease Agreement on the day and year first above written.

LANDLORD: DHCO Properties LLC
 By: [Signature]
 Printed Name: Jon Cowley

TENANT: APS
 By: [Signature]
 Printed Name: Carolyn Sharrett

Attached hereto and incorporated herein:

Exhibit "A"	Site Plan
Exhibit "B"	Preliminary Plans
Exhibit "C"	FF&E Budget
Exhibit "D"	Ground Lease
Exhibit "E"	Sub-Lease
Exhibit "B-1"	Final Plans and Specifications (incorporated by reference - not attached)
Exhibit "B-2"	Addendum #1 to #4 to Plans & Specifications

ROOM	ROOM NUMBER	OCCUPANT LOAD	TOTAL OCCUPANTS
RECEPTION	104	1 PER 100	5
FACULTY WORKROOM	105	1 PER 100	6
OFFICE	135	1 PER 100	4
OFFICE	136	1 PER 100	3
OFFICE	136A	1 PER 100	3
MEDIA	148	1 PER 100	8
OFFICE	144	1 PER 100	3
OFFICE	155	1 PER 100	2
OFFICE	157	1 PER 100	2
CONFERENCE	159	1 PER 100	4
OFFICE	184	1 PER 100	2
OFFICE	185	1 PER 100	2
CLASSROOM	107	1 PER 20 NET	42
CLASSROOM	108	1 PER 20 NET	35
CLASSROOM	110	1 PER 20 NET	38
CLASSROOM	111	1 PER 20 NET	38
CLASSROOM	112	1 PER 20 NET	27
CLASSROOM	114	1 PER 20 NET	39
CLASSROOM	115	1 PER 20 NET	37
CLASSROOM	116	1 PER 20 NET	38
CLASSROOM	116A	1 PER 20 NET	38
BREAKOUT	118	1 PER 20 NET	13
BREAKOUT	119	1 PER 20 NET	13
BREAKOUT	120	1 PER 20 NET	13
BREAKOUT	121	1 PER 20 NET	13
CLASSROOM	123	1 PER 20 NET	35
BREAKOUT	126	1 PER 20 NET	13
CLASSROOM	127	1 PER 20 NET	39
BREAKOUT	128	1 PER 20 NET	13
BREAKOUT	129	1 PER 20 NET	13
CLASSROOM	134	1 PER 20 NET	36
CLASSROOM	162	1 PER 20 NET	42
CLASSROOM	167	1 PER 20 NET	38
CLASSROOM	169	1 PER 20 NET	38
CLASSROOM	170	1 PER 20 NET	37
CLASSROOM	172	1 PER 20 NET	39
CLASSROOM	174	1 PER 20 NET	37
CLASSROOM	175	1 PER 20 NET	38
CLASSROOM	177	1 PER 20 NET	38
CLASSROOM	179	1 PER 20 NET	38
PERFORMANCE **	102	18" PER LINEAR	71
GYMNASIUM **	141	18" PER LINEAR	756
STORAGE	139	1 PER 300	1
STORAGE	139A	1 PER 300	1
PANTRY	156	1 PER 300	2
STORAGE	158	1 PER 300	1
CUSTODIAL	159	1 PER 300	3
MULTI-PURPOSE **	150	1 PER 7 NET	608
TOTAL OCCUPANT LOAD FIRST FLOOR			2365
STORAGE	238	1 PER 300	2
STORAGE	244	1 PER 300	1
STORAGE	245	1 PER 300	1
STORAGE	246	1 PER 300	1
CUSTODIAL	225	1 PER 300	1
PANTRY	213	1 PER 300	3
MULTI PURPOSE **	214	1 PER 15 NET	179
TOTAL OCCUPANT LOAD SECOND FLOOR			1111

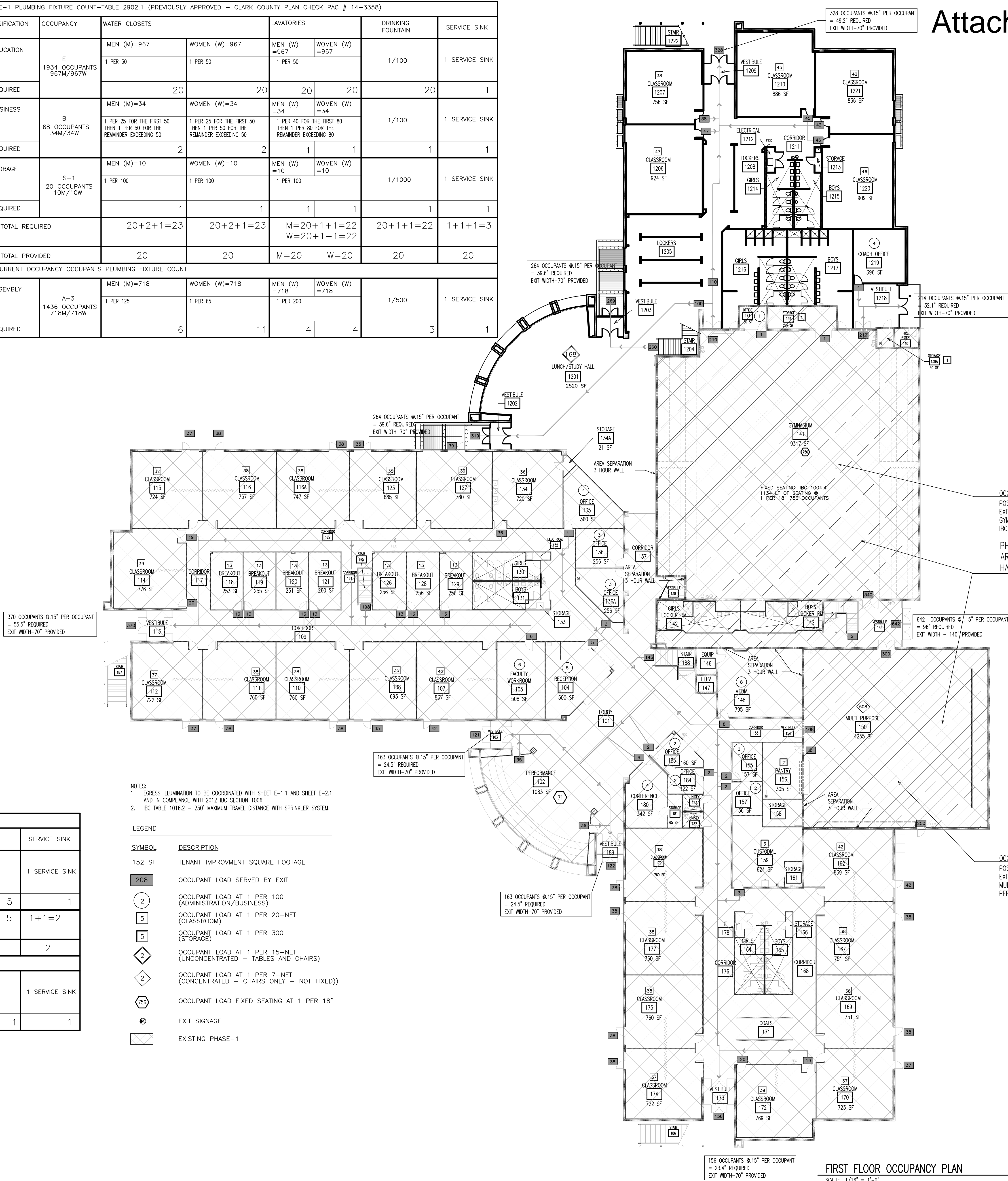
NOTE: ** INDICATES CONCURRENT OCCUPANCY USAGE

ROOM	ROOM NUMBER	OCCUPANT LOAD	TOTAL OCCUPANTS
LUNCH/STUDY HALL	1201	1 PER 15 NET	168
COACH OFFICE	1219	1 PER 100	4
CLASSROOM	1206	1 PER 20 NET	47
CLASSROOM	1207	1 PER 20 NET	38
CLASSROOM	1210	1 PER 20 NET	45
CLASSROOM	1220	1 PER 20 NET	46
CLASSROOM	1221	1 PER 20 NET	42
TOTAL OCCUPANT LOAD FIRST FLOOR			390

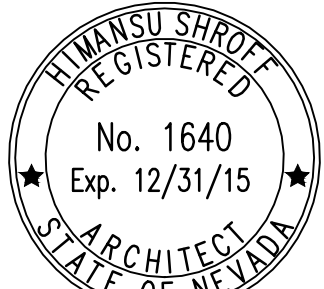
ROOM	ROOM NUMBER	OCCUPANT LOAD	TOTAL OCCUPANTS
LECTURE ROOM	2086	1 PER 7 NET	338
CLASSROOM	2083	1 PER 20 NET	39
CLASSROOM	2084	1 PER 20 NET	38
CLASSROOM	2085	1 PER 20 NET	37
CLASSROOM	2087	1 PER 20 NET	46
CLASSROOM	2088	1 PER 20 NET	42
CLASSROOM	2089	1 PER 20 NET	45
TOTAL OCCUPANT LOAD SECOND FLOOR			585

PHASE-2 PLUMBING FIXTURE COUNT-TABLE 2902.1							
CLASSIFICATION	OCCUPANCY	WATER CLOSETS		LAVATORIES		DRINKING FOUNTAIN	SERVICE SINK
EDUCATION	E 1934 OCCUPANTS 967M/967W	MEN (M)=233	WOMEN (W)=233	MEN (W) =233	WOMEN (W) =233	1/100	1 SERVICE SINK
		1 PER 50	1 PER 50	1 PER 50			
		5	5	5	5		
TOTAL REQUIRED		5	5	M=5 W=5		5	1+1=2
TOTAL PROVIDED		7	13	M=13 W=13		4	2
CONCURRENT OCCUPANCY OCCUPANTS PLUMBING FIXTURE COUNT							
ASSEMBLY	A-3 1436 OCCUPANTS 718M/718W	MEN (M)=169	WOMEN (W)=169	MEN (W) =169	WOMEN (W) =169	1/500	1 SERVICE SINK
		1 PER 125	1 PER 65	1 PER 200			
		2	3	1	1		

PHASE-1 PLUMBING FIXTURE COUNT-TABLE 2902.1 (PREVIOUSLY APPROVED -- CLARK COUNTY PLAN CHECK PAC # 14-3358)							
CLASSIFICATION	OCCUPANCY	WATER CLOSETS		LAVATORIES		DRINKING FOUNTAIN	SERVICE SINK
EDUCATION	E 1934 OCCUPANTS 967M/967W	MEN (M)=967 1 PER 50	WOMEN (W)=967 1 PER 50	MEN (W) =967 1 PER 50	WOMEN (W) =967	1/100	1 SERVICE SINK
REQUIRED		20	20	20	20	20	1
BUSINESS	B 68 OCCUPANTS 34M/34W	MEN (M)=34 1 PER 25 FOR THE FIRST 50 THEN 1 PER 50 FOR THE REMAINDER EXCEEDING 50	WOMEN (W)=34 1 PER 25 FOR THE FIRST 50 THEN 1 PER 50 FOR THE REMAINDER EXCEEDING 50	MEN (W) =34 1 PER 40 FOR THE FIRST 80 THEN 1 PER 80 FOR THE REMAINDER EXCEEDING 80	WOMEN (W) =34	1/100	1 SERVICE SINK
REQUIRED		2	2	1	1	1	1
STORAGE	S-1 20 OCCUPANTS 10M/10W	MEN (M)=10 1 PER 100	WOMEN (W)=10 1 PER 100	MEN (W) =10 1 PER 100	WOMEN (W) =10	1/1000	1 SERVICE SINK
REQUIRED		1	1	1	1	1	1
TOTAL REQUIRED		20+2+1=23	20+2+1=23	M=20+1+1=22 W=20+1+1=22		20+1+1=22	1+1+1=3
TOTAL PROVIDED		20	20	M=20 W=20		20	20
CONCURRENT OCCUPANCY OCCUPANTS PLUMBING FIXTURE COUNT							
ASSEMBLY	A-3 1436 OCCUPANTS 718M/718W	MEN (M)=718 1 PER 125	WOMEN (W)=718 1 PER 65	MEN (W) =718 1 PER 200	WOMEN (W) =718	1/500	1 SERVICE SINK
REQUIRED		6	11	4	4	3	1



revisions/additions		
mark	date	comment
1	-	-
2	06/23/15	ARCHITECTURAL COORD
3	06/23/15	PLAN CHECK LETTER 6/
4		
5		
6		
7		
8		
9		
10		



AMERICAN PREPARATORY ACADEMY

WITH SPECIAL ADDITION: INI V

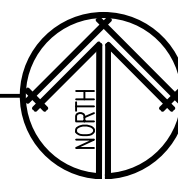
initials	date	phase

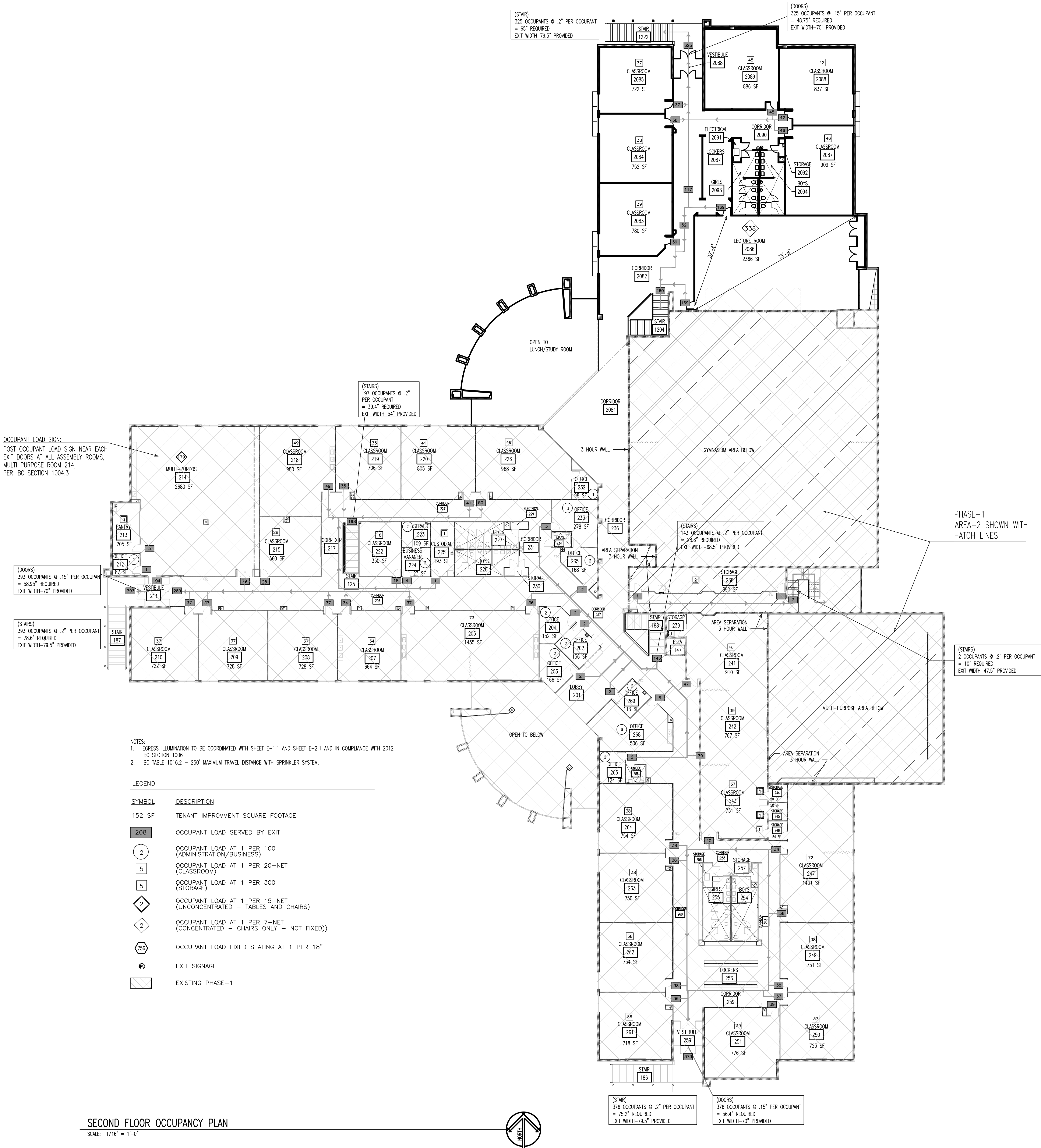
project no: 1500
dwg file: G003.DWG
drawn by: KLR,
checked by:
drawing scale: 1/16" = 1'-0"
date: 05/29/2012

FIRST FLOOR
OCCUPANCY /
EXITING PLAN

sheet number

003





Hs

1771 E FLAMINGO RD
SUITE A106
LAS VEGAS, NV 89119
admin@hansu.com
p. 702.478.8802

revisions/addenda

mark	date	comment
1	06/23/15	ARCHITECTURAL COORDINATION
2	06/23/15	PLAN CHECK LETTER 6/23/15

HWANUSU SHROFF
REGISTERED
No. 1640
Exp. 12/31/15
ARCHITECT
STATE OF NEVADA

BMC

5695 McLeod Dr, Las Vegas, NV 89120
www.bmcnv.com
NV#65572 (B)(AB)(7)(17)(L) #7069483-5501, CR#201794
AZ#PCC253945 dba BDM Construction
p.702.454.9731 f.702.454.3735

AMERICAN PREPARATORY ACADEMY

HIGH SCHOOL ADDITION- UNLV Research Park Campus

owner approval

initials	date	phase

project information

project no: 15007AK
dwg file: G004.DWG
drawn by: KLR, HS
checked by: HIS
drawing scale: 1/16" = 1'-0"
date: 05/29/2015

sheet name

SECOND FLOOR
OCCUPANCY /
EXITING PLAN

sheet number

G004



AMERICAN PREPARATORY ACADEMY

The owner of the facility that APA will lease is:

DHCO Properties, LLC
Jon Cowley
jcowley@comre.com
Phone: 1 (801) 322-2000
7858 S. Pheasant Wood Drive
Sandy, Utah 84093

The current landlord is:

American Preparatory Schools, Inc.
Carolyn Sharette
csharette@apamail.org
Phone: 1 (801) 808-3933
12894 S. Pony Express Rd.
Draper, UT 84020

Disclosure of affiliations:

DHCO has financed American Preparatory schools in Utah in the past and a good relationship exists between American Preparatory Schools (the management company) and DHCO. DHCO mentioned after agreeing to construct the Sunset campus that they “pledged not to finance another charter school, unless it was with an American Preparatory Academy.”

No member of DHCO has any relationship of consanguinity or affinity with American Preparatory Schools, Inc. (APS), or American Preparatory Academy – LV. The only relationship that exists between DHCO and APS is past financings.

The owner of APS (Carolyn Sharette) has employees at American Preparatory Academy – LV that DO have a relationship of consanguinity, namely:

Rachelle Hulet (niece to Carolyn Sharette)
Lindsay Campbell (niece to Carolyn Sharette)
Christy Campbell (niece to Carolyn Sharette)

All 3 of these employees work on site at American Preparatory Academy – LV; however, they are all employees of the management company and not of APA-LV.

No member of the APA-LV governing board or APA-LV employee has any relationship of consanguinity or affinity to the landlord/management company (APS) or DHCO (the owner of the building).



BUILDING DEPARTMENT

Attachment 8

4701 W. RUSSELL ROAD • LAS VEGAS, NV 89118 • (702) 455-3000

CERTIFICATE OF OCCUPANCY

Permit #: 14-3358 Zone: M-D/CMA
Site Address: 8377 W PATRICK LN
Prop. Description: LAND DIVISION 50-80 LOT 2
& VAC RD
Project Name: AMERICAN PREPARATORY ACADEMY
Tenant Name: AMERICAN PREPARATORY Tenant #:
Owner Name: U N L V RESEARCH FOUNDATION
Contractor Name: BOYD MARTIN CONSTRUCTION LLC State Lic. #: 0055572
Contractor Addr.: 5965 MCLEOD DRIVE
LAS VEGAS NV 89120
Ctr. Phone: (702) 454-9731 Parcel #: 163-33-301-004 # Of Units: 0
Code Year: 2009
Construction Type: III-B Occupancy: E Occupant Load: 3456
Sq. Ft.: 89575 Building Final: 7/21/16 Issue Date: 7/22/16
Application Type: EDUCATIONAL BLDG-NEW
Description of Work:

NOTICE TO APPLICANT

This structure is deemed to be in substantial compliance with fire, life safety and structural provisions of the adopted codes of construction. Records concerning the construction of this building are on file with the building department in compliance with the appropriate records procedures.

This Certificate must be posted and maintained within any non-single family building or structure referenced above. Any construction to be done beyond the final building inspection date, above, requires a new building permit.

7/22/16

DATE APPROVED


RONALD L. LYNN, DIRECTOR/BUILDING OFFICIAL

This certificate of Occupancy provides no warranty or guarantee either expressed or implied.



BUILDING DEPARTMENT

Attachment 8

4701 W. RUSSELL ROAD • LAS VEGAS, NV 89118 • (702) 455-3000

CERTIFICATE OF OCCUPANCY

Permit #: 15-29473 Zone:

Site Address: 8377 W PATRICK LN

Prop. Description: LAND DIVISION 50-80 LOT 2
& VAC RD

Project Name: AMERICAN PREPARATORY ACADMEY

Tenant Name: AMERICAN PREPARATORY Tenant #:

Owner Name: U N L V RESEARCH FOUNDATION

Contractor Name: BOYD MARTIN CONSTRUCTION LLC State Lic. #: 0055572

Contractor Addr.: 5965 MCLEOD DRIVE
LAS VEGAS NV 89120

Ctr. Phone: (702) 454-9731 Parcel #: 163-33-301-004 # Of Units: 0

Code Year: 2012

Construction Type: III-B Occupancy: E Occupant Load: 975

Sq. Ft.: 26800 Building Final: 7/01/16 Issue Date: 7/05/16

Application Type: EDUCATIONAL BLDG-ADDITION

Description of Work:

NOTICE TO APPLICANT

This structure is deemed to be in substantial compliance with fire, life safety and structural provisions of the adopted codes of construction. Records concerning the construction of this building are on file with the building department in compliance with the appropriate records procedures.

This Certificate must be posted and maintained within any non-single family building or structure referenced above. Any construction to be done beyond the final building inspection date, above, requires a new building permit.

7/05/16

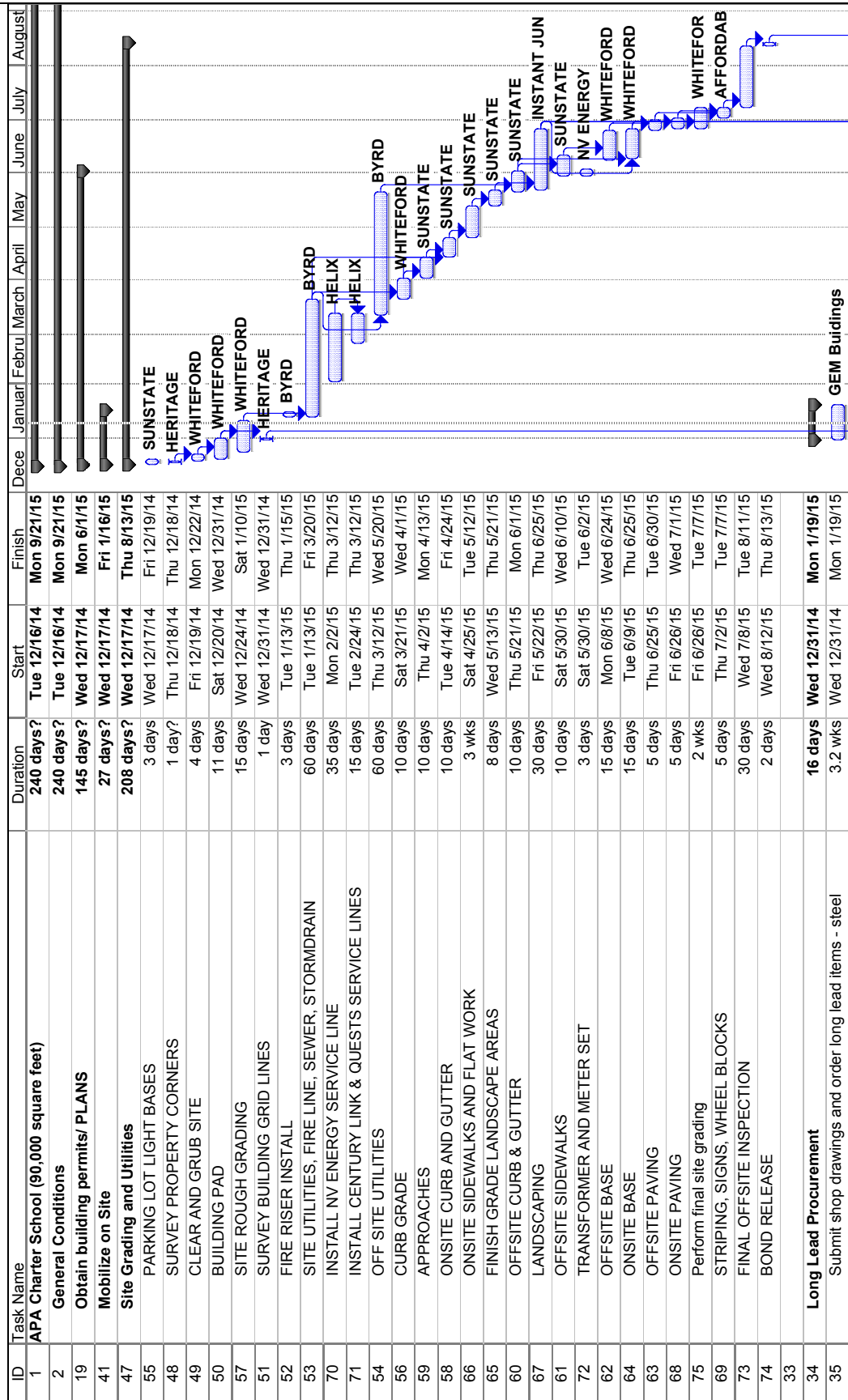
KDS

DATE APPROVED

Ronald L. Lynn
RONALD L. LYNN, DIRECTOR/BUILDING OFFICIAL

This certificate of Occupancy provides no warranty or guarantee either expressed or implied.

American Preparatory Academy



Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

Project: American Preparatory Acader

Date: Fri 1/9/15

Boyd Martin Construction, LLC NV #

American Preparatory Academy

ID	Task Name	Duration	Start	Finish	Dece	Januari	Febru	March	April	May	June	July	August
36	Submit shop drawings and order long lead items - roofing	2 wks	Tue 1/6/15	Fri 1/16/15									
37	Submit shop drawings and order long lead items - elevator	2 wks	Tue 1/6/15	Fri 1/16/15									
38	Submit shop drawings and order long lead items - plumbing	2 wks	Tue 1/6/15	Fri 1/16/15									
39	Submit shop drawings and order long lead items - electric	2 wks	Tue 1/6/15	Fri 1/16/15									
40	Submit shop drawings and order long lead items - HVAC	2 wks	Tue 1/6/15	Fri 1/16/15									
76	STRUCTURAL STEEL	68 days	Wed 12/31/14	Wed 3/18/15									
77	Anchor bolts and templates	7 days	Wed 12/31/14	Thu 1/8/15									
78	Submittals Approved	1 day	Wed 12/31/14	Wed 12/31/14									
79	Anchor Bolts Delivered to site	1 day	Thu 1/8/15	Thu 1/8/15									
83	AREA A GRIDS A-I	32 days	Tue 1/6/15	Tue 2/10/15									
84	JOIST AND DECK APPROVED	1 day	Tue 1/6/15	Tue 1/6/15									
85	JOIST AND DECK DELIVERY	1 day	Tue 2/10/15	Tue 2/10/15									
86	AREA B GRID 7 TO 17	37 days	Mon 1/12/15	Fri 2/20/15									
87	JOIST AND DECK APPROVED	1 day	Mon 1/12/15	Mon 1/12/15									
88	JOIST AND DECK DELIVERY	1 day	Fri 2/20/15	Fri 2/20/15									
80	EMBEDS	7 days	Wed 1/14/15	Wed 1/21/15									
81	Submittals Approved	1 day	Wed 1/14/15	Wed 1/14/15									
82	Embeds delivered to site	1 day	Wed 1/21/15	Wed 1/21/15									
89	AREA C GRID I TO P 1-7	39 days	Mon 1/19/15	Mon 3/2/15									
90	JOIST AND DECK APPROVED	1 day	Mon 1/19/15	Mon 1/19/15									
91	JOIST AND DECK DELIVERY	1 day	Mon 3/2/15	Mon 3/2/15									
92	MISC STEEL	37 days	Thu 2/5/15	Wed 3/18/15									
93	APPROVALS	1 day	Thu 2/5/15	Thu 2/5/15									
94	MISC DELIVERY	1 day	Wed 3/18/15	Wed 3/18/15									
95	AREA A 1ST FLOOR GRID A TO I	184 days?	Fri 1/2/15	Sat 8/1/15									
96	EXCAVATE FOOTING	4 days	Fri 1/2/15	Tue 1/6/15									
97	FRIP FOOTINGS	7 days	Wed 1/7/15	Wed 1/14/15									
100	UNDERGROUND PLUMBING	10 days	Tue 1/13/15	Fri 1/23/15									
98	STEMWALL	3 days	Thu 1/15/15	Sat 1/17/15									
101	UNDERGROUND ELECTRICAL/ MASONRY CONDUIT	10 days	Sat 1/17/15	Wed 1/28/15									
99	BACKFILL	1 day	Mon 1/19/15	Mon 1/19/15									
102	MASONRY	12 days	Tue 1/20/15	Sun 2/1/15									
103	BACKFILL UNDERGROUND TRENCHES	1 day?	Mon 2/2/15	Mon 2/2/15									
104	PLACE TYPE II , VAPOR BARRIER, TIE REBAR	6 days	Tue 2/3/15	Mon 2/9/15									
105	POUR SLAB ON GRADE	1 day	Tue 2/10/15	Tue 2/10/15									
106	STEEL ERECTION 2ND FLOOR	10 days	Wed 2/11/15	Fri 2/20/15									

Project: American Preparatory Acader
Date: Fri 1/9/15
Boyd Martin Construction, LLC NV #

Task

Split

Progress

Milestone

Summary

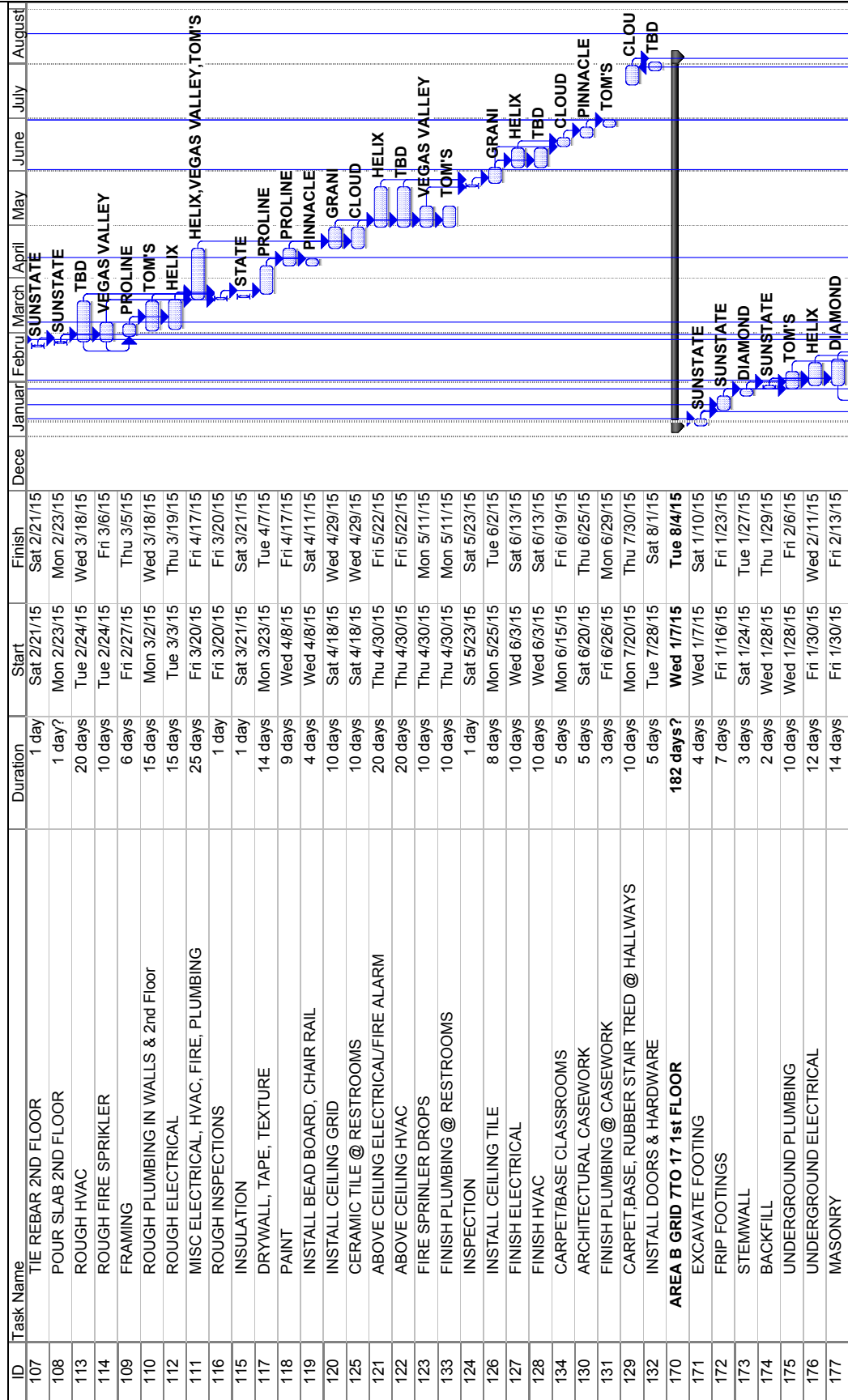
Project Summary

External Tasks

External Milestone

Deadline

American Preparatory Academy



Project: American Preparatory Acader
Date: Fri 1/9/15
Boyd Martin Construction, LLC NV #

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

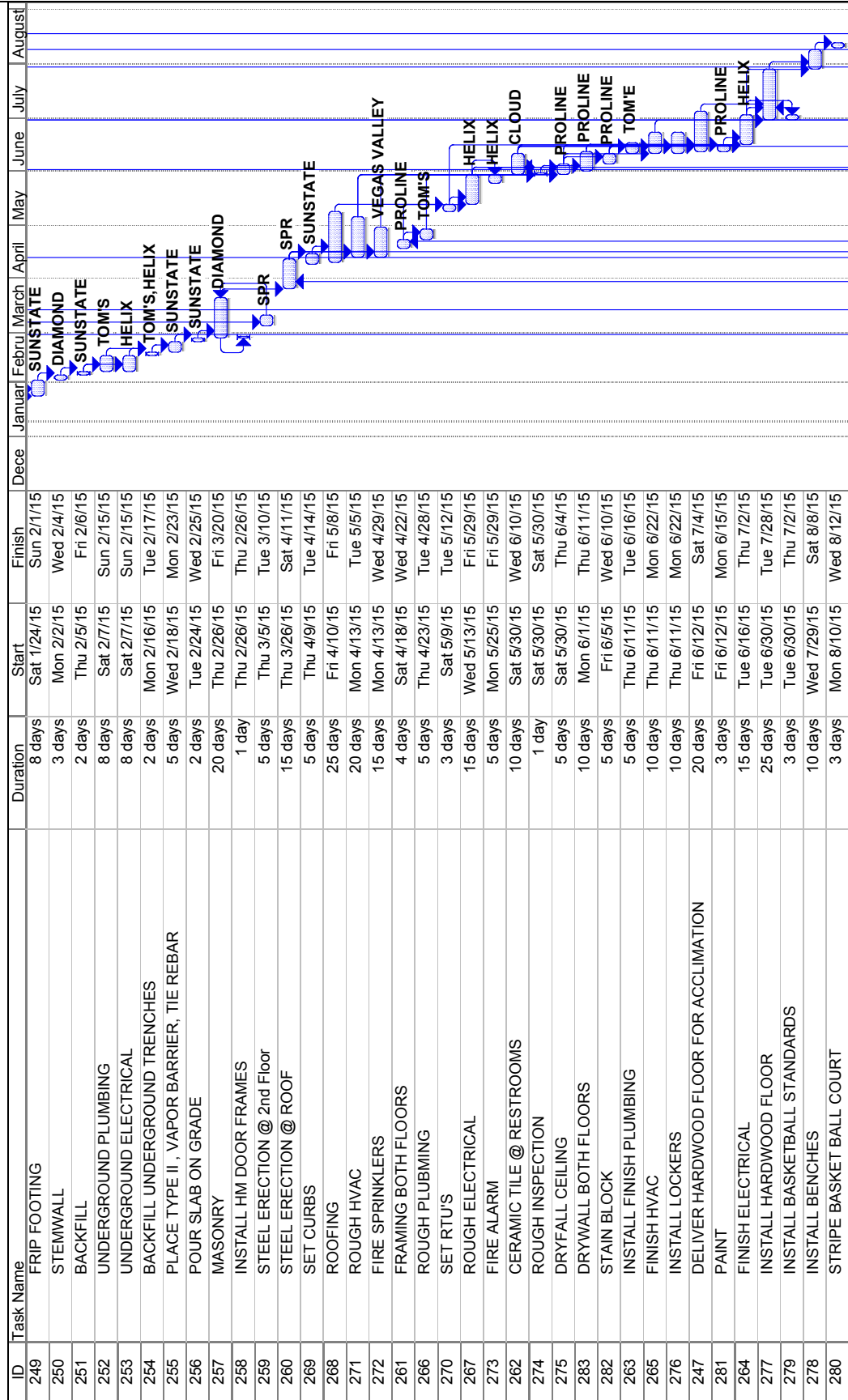
Deadline

American Preparatory Academy

ID	Task Name	Duration	Start	Finish	Dece	Januar	Febru	March	April	May	June	July	August
181	INSTALL HM DOOR FRAMES	1 day	Fri 1/30/15	Fri 1/30/15									
178	BACKFILL UNDERGROUND TRENCHES	1 day?	Fri 2/13/15	Fri 2/13/15									
179	PLACE TYPE II , VAPOR BARRIER, TIE REBAR	6 days	Sat 2/14/15	Thu 2/19/15									
180	POUR SLAB ON GRADE	1 day	Fri 2/20/15	Fri 2/20/15									
182	STEEL ERECTION 2ND FLOOR	10 days	Sat 2/21/15	Wed 3/4/15									
183	TIE REBAR 2ND FLOOR	3 days	Thu 3/5/15	Sat 3/7/15									
184	POUR SLAB 2ND FLOOR	1 day	Mon 3/9/15	Mon 3/9/15									
189	ROUGH HVAC	20 days	Tue 3/10/15	Wed 4/1/15									
190	ROUGH FIRE SPRINKLER	10 days	Tue 3/10/15	Fri 3/20/15									
185	FRAMING	6 days	Sat 3/14/15	Fri 3/20/15									
186	ROUGH PLUMBING in walls & 2nd FLOOR	10 days	Sat 3/21/15	Wed 4/1/15									
187	ROUGH ELECTRICAL	10 days	Sat 3/21/15	Wed 4/1/15									
188	MISC ELECTRICAL, HVAC, FIRE, PLUMBING	25 days	Thu 4/2/15	Thu 4/30/15									
192	ROUGH INSPECTIONS	1 day	Thu 4/2/15	Thu 4/2/15									
191	INSULATION	1 day	Fri 4/3/15	Fri 4/3/15									
193	DRYWALL, TAPE, TEXTURE	14 days	Sat 4/4/15	Mon 4/20/15									
194	PAINT	10 days	Tue 4/21/15	Fri 5/1/15									
195	INSTALL BEAD BOARD, CHAIR RAIL	4 days	Tue 4/21/15	Fri 4/24/15									
196	INSTALL CEILING GRID	15 days	Sat 5/2/15	Tue 5/19/15									
197	INSTALL FOLDING PARTITION HEADERS	5 days	Sat 5/2/15	Thu 5/7/15									
202	CERAMIC TILE @ RESTROOMS	10 days	Sat 5/2/15	Wed 5/13/15									
206	FINISH PLUMBING @ RESTROOMS	10 days	Thu 5/14/15	Mon 5/25/15									
198	ABOVE CEILING ELECTRICAL/FIRE ALARM	20 days	Wed 5/20/15	Thu 6/11/15									
199	ABOVE CEILING HVAC	20 days	Wed 5/20/15	Thu 6/11/15									
200	FIRE SPRINKLER DROPS	10 days	Wed 5/20/15	Sat 5/30/15									
201	INSPECTION	1 day	Fri 6/12/15	Fri 6/12/15									
203	INSTALL CEILING TILE	8 days	Sat 6/13/15	Mon 6/22/15									
204	FINISH ELECTRICAL	5 days	Tue 6/23/15	Sat 6/27/15									
205	FINISH HVAC	5 days	Tue 6/23/15	Sat 6/27/15									
207	CARPET/BASE @ CLASSROOMS	5 days	Thu 6/25/15	Tue 6/30/15									
209	ARCHITECTURAL CASEWORK	5 days	Wed 7/1/15	Mon 7/6/15									
210	FINISH PLUMBING @ CASEWORK	3 days	Tue 7/7/15	Thu 7/9/15									
208	CARPET BASE, RUBBER STAIR TRED @ HALLWAYS	8 days	Fri 7/24/15	Sat 8/1/15									
211	INSTALL DOORS & HARDWARE	5 days	Thu 7/30/15	Tue 8/4/15									
246	AREA C GRID I TO P 1-7	185 days	Mon 1/12/15	Wed 8/12/15									
248	EXCAVATE FOOTINGS	4 days	Mon 1/12/15	Thu 1/15/15									

Project: American Preparatory Acader Date: Fri 1/9/15 Boyd Martin Construction, LLC NV #	Task Split Progress	Milestone Summary Project Summary	External Tasks External Milestone Deadline
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American Preparatory Academy



Project: American Preparatory Acader
Date: Fri 1/9/15
Boyd Martin Construction, LLC NV #

Task

Split

Progress

Milestone

Summary

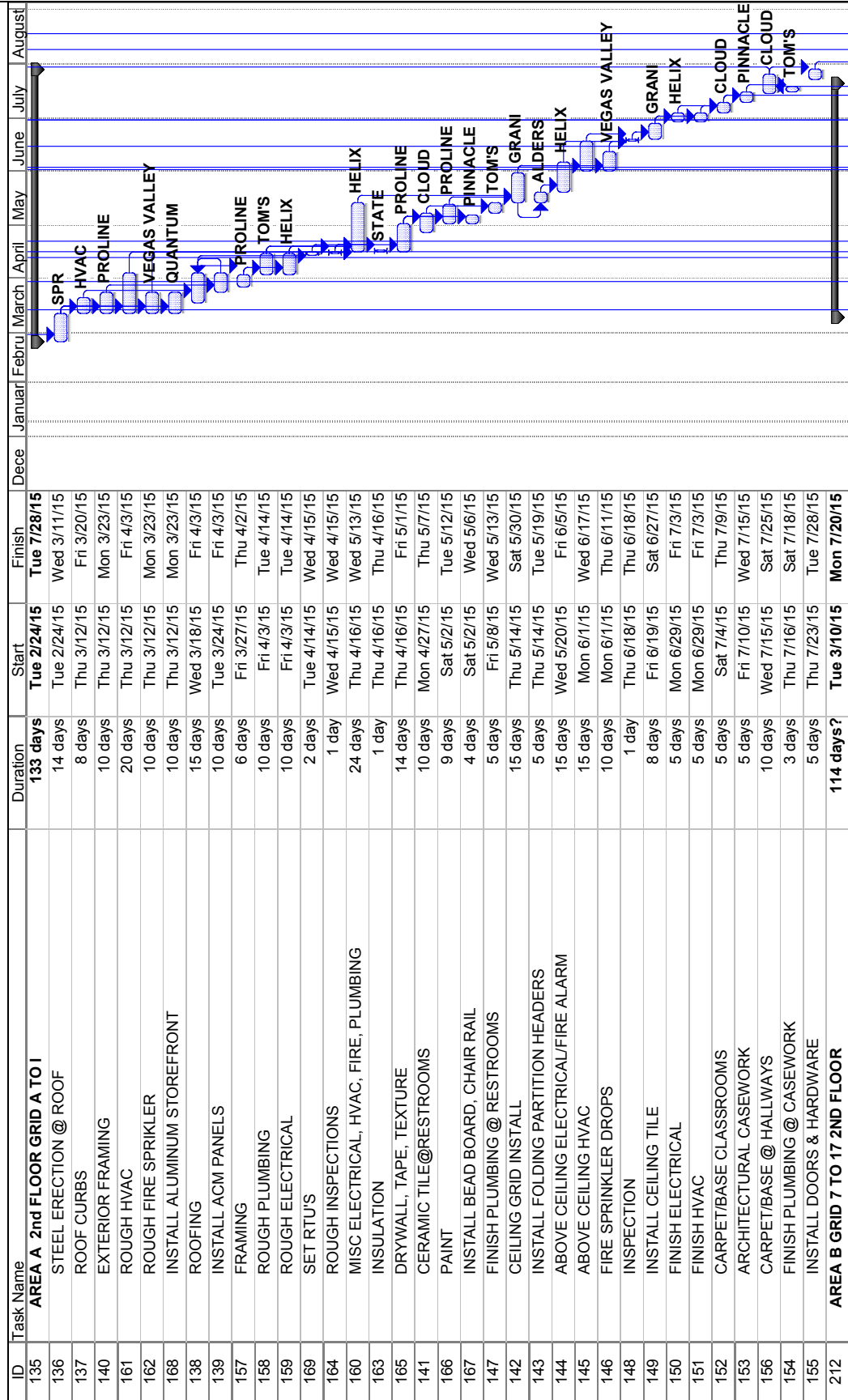
Project Summary

External Tasks

External Milestone

Deadline

American Preparatory Academy



Project: American Preparatory Acader
Date: Fri 1/9/15
Boyd Martin Construction, LLC NV #

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

American Preparatory Academy

ID	Task Name	Duration	Start	Finish	Dec	Jan	Febr	March	April	May	June	July	August
241	STEEL ERECTION @ ROOF	14 days	Tue 3/10/15	Wed 3/25/15									
217	INSTALL ALUMINUM STOREFRONT	10 days	Thu 3/26/15	Mon 4/6/15									
242	ROOF CURBS	8 days	Thu 3/26/15	Fri 4/3/15									
243	EXTERIOR FRAMING	10 days	Thu 3/26/15	Mon 4/6/15									
244	ROUGH HVAC	20 days	Thu 3/26/15	Fri 4/17/15									
245	ROUGH FIRE SPRINKLER	10 days	Thu 3/26/15	Mon 4/6/15									
225	ROOFING	15 days	Thu 4/2/15	Sat 4/18/15									
226	INSTALL ACM PANELS	10 days	Tue 4/7/15	Fri 4/17/15									
227	FRAMING	6 days	Sat 4/11/15	Fri 4/17/15									
228	ROUGH PLUMBING	10 days	Sat 4/18/15	Wed 4/29/15									
229	ROUGH ELECTRICAL	10 days	Sat 4/18/15	Wed 4/29/15									
230	SET RTU'S	1 day?	Mon 4/20/15	Mon 4/20/15									
213	ROUGH INSPECTIONS	1 day	Thu 4/30/15	Thu 4/30/15									
231	MISC ELECTRICAL, HVAC, FIRE, PLUMBING	25 days	Thu 4/30/15	Thu 5/28/15									
214	INSULATION	1 day	Fri 5/1/15	Fri 5/1/15									
215	DRYWALL, TAPE, TEXTURE	14 days	Sat 5/2/15	Mon 5/18/15									
216	CERAMIC TILE@RESTROOMS	14 days	Thu 5/14/15	Fri 5/29/15									
235	PAINT	10 days	Tue 5/19/15	Fri 5/29/15									
236	INSTALL BEAD BOARD, CHAIR RAIL	9 days	Wed 5/13/15	Fri 5/22/15									
232	CEILING GRID INSTALL	4 days	Sat 5/30/15	Wed 6/3/15									
233	INSTALL FOLDING PARTITION HEADERS	5 days	Sat 5/30/15	Thu 6/4/15									
234	ABOVE CEILING ELECTRICAL/FIRE ALARM	15 days	Sat 5/30/15	Tue 6/16/15									
237	FIRE SPRINKLER DROPS	10 days	Thu 6/4/15	Mon 6/15/15									
240	ABOVE CEILING HVAC	15 days	Thu 6/4/15	Sat 6/20/15									
238	INSPECTION	1 day	Mon 6/22/15	Mon 6/22/15									
239	INSTALL CEILING TILE	8 days	Wed 6/24/15	Thu 7/2/15									
218	CARPET/BASE @ CLASSROOMS	5 days	Fri 7/3/15	Wed 7/8/15									
223	FINISH ELECTRICAL	5 days	Fri 7/3/15	Wed 7/8/15									
224	FINISH HVAC	5 days	Fri 7/3/15	Wed 7/8/15									
219	CARPET/BASE @ HALLWAYS	5 days	Thu 7/9/15	Tue 7/14/15									
220	ARCHITECTURAL CASEWORK	5 days	Thu 7/9/15	Tue 7/14/15									
221	FINISH PLUMBING @ CLASSROOMS	3 days	Wed 7/15/15	Fri 7/17/15									
222	INSTALL DOORS & HARDWARE	5 days	Wed 7/15/15	Mon 7/20/15									
288	ALL AREA'S / EXTERIOR	107 days	Mon 4/13/15	Fri 8/14/15									
293	INSTALL EXTERIOR STAIRS AND CANOPIES	10 days	Mon 4/13/15	Thu 4/23/15									
295	INSTALL RESTROOM PARTITIONS AND ACCESSORIES	10 days	Thu 6/11/15	Mon 6/22/15									

Project: American Preparatory Acader

Date: Fri 1/9/15

Boyd Martin Construction, LLC NV #

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

American Preparatory Academy

ID	Task Name	Duration	Start	Finish	Dece	Januar	Febru	March	April	May	June	July	August
290	EXTERIOR PAINTING	15 days	Fri 6/26/15	Mon 7/13/15									
291	EXTERIOR GRAFFITTI COATING	20 days	Fri 6/26/15	Sat 7/18/15									
296	Set HVAC trim and test and balance system	5 days	Fri 7/3/15	Wed 7/8/15									
292	INSTALL ACCORDIAN DOORS	15 days	Thu 7/9/15	Sat 7/25/15									
294	INSTALL MARKER BOARDS, ETC.	20 days	Fri 7/10/15	Sat 8/1/15									
289	FINAL CLEANING	15 days	Wed 7/29/15	Fri 8/14/15									
284	Elevator	40 days	Tue 6/2/15	Fri 7/17/15									
285	Set elevator equipment in shafts	4 wks	Tue 6/2/15	Wed 6/24/15									
286	Set equipment in mechanical room	2 wks	Thu 6/25/15	Mon 7/6/15									
287	Test and align doors and equipment	2 wks	Tue 7/7/15	Fri 7/17/15									
297	Complete Final Inspections	22 days	Sat 7/18/15	Wed 8/12/15									
298	Complete elevator inspection and certification	2 days	Sat 7/18/15	Mon 7/20/15									
299	Perform architect's inspection	2 days	Wed 8/5/15	Thu 8/6/15									
300	Perform local building agency inspection	3 days	Fri 8/7/15	Mon 8/10/15									
301	Perform Fire Marshal's inspection	2 days	Tue 8/11/15	Wed 8/12/15									
302	Complete punch list items from all inspections	2 wks	Wed 8/5/15	Sat 8/15/15									
303	Obtain certificate of occupancy	1 day	Fri 8/14/15	Fri 8/14/15									
304	Substantial completion date	1 day	Sat 8/15/15	Sat 8/15/15									
305	Issue final completion documents including warranties	1 day	Sat 8/15/15	Sat 8/15/15									
306	Issue final request for payment	1 day	Wed 8/19/15	Wed 8/19/15									

Project: American Preparatory Acader
Date: Fri 1/9/15
Boyd Martin Construction, LLC NV #

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

2/16

2/16

2/16

2/16

2/19

2/19

2/19

2/22

2/22

2/22

2/25

2/25

2/29

3/2

3/3

3/4

3/7

3/8

3/16

3/21

3/21

3/30

3/30

4/5

4/6

4/6

4/6

4/11

4/13

4/19

4/28

3/2

3/15

3/7

2/24

2/19

3/16

2/24

3/7

3/1

3/11

3/4

3/18

3/11

3/7

3/9

3/22

4/8

4/8

4/4

4/6

4/8

4/14

4/12

4/15

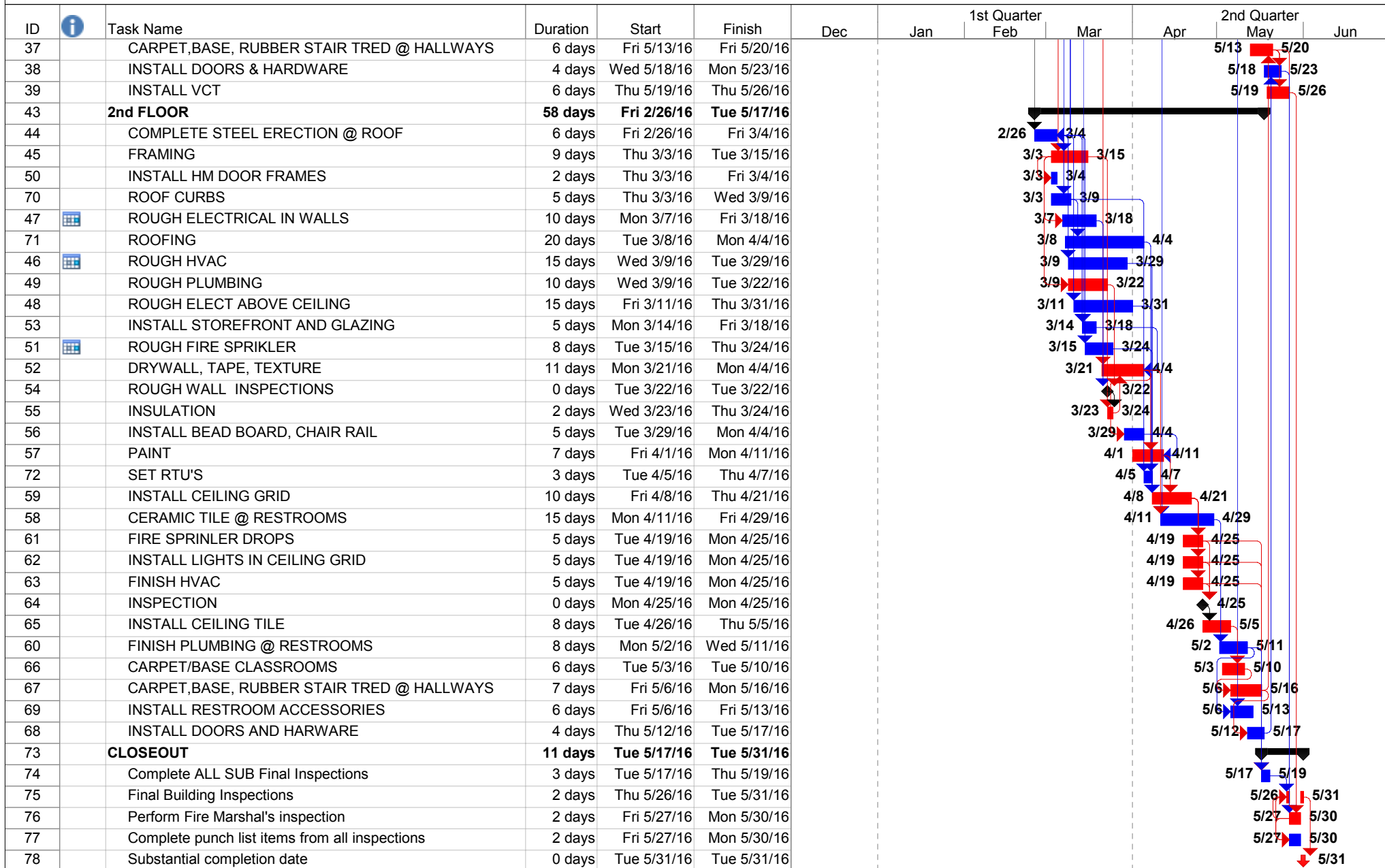
4/20

4/14

4/26

5/5

APA HIGH SCHOOL



Project: Apa Preliminary Schedule
Date: 1-9-16

Task Milestone Progress
Critical Task Summary Deadline

POST CONSPICUOUSLY UPON ENTRY

SOUTHERN NEVADA HEALTH DISTRICT | CLARK COUNTY, NEVADA

On, 5/9/16, American Reproductive Academy
Date Name
PR0115915, 8377 W Patrick Ln
PR# Address

EARNED THE FOLLOWING GRADE**A**Inspection Process
Information

Grading Scale:
 0-10 Demerits = A
 11-20 Demerits = B
 21-40 Demerits = C
 >40 Demerits = Closed

Inspection Report
Information

Michelle Backlund
 Environmental Health Specialist

JOSEPH P. ISER, MD, DrPH, MSc
 CHIEF HEALTH OFFICER

If you have a question or concern, please contact the Environmental Health Division at 702-759-1110 or www.snhd.info

NOT TO BE REMOVED BY OTHER THAN HEALTH AUTHORITY



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SOUTHERN NEVADA HEALTH DISTRICT

Page 1 of 3

FIELD SCHOOL BUILDING PLAN REVIEW CHECKLIST

280 SOUTH DECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1110 (DIRECT) • 702-759-1000 (24 HOURS)

FACILITY INFORMATION

PERMIT #	ESTABLISHMENT NAME	PHONE #	EST. SQUARE FOOTAGE	PRIMARY EHS
SRTHFLL7W	AMERICAN PREPARATORY ACADEMY - PATRICK LANE AMERICAN PREPARATORY ACADEMY K- 9	() -		
ADDRESS 8377 W PATRICK LN Las Vegas, NV 89146		RISK CAT.	P.E. CODE	DISTRICT LOCATION PERMIT STATUS
NEVADA CLEAN INDOOR AIR ACT: <input type="checkbox"/> COMPLIANCE REQUIRED <input type="checkbox"/> EXEMPT		CONTACT PERSON:		
CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN
	EE7000653	PR Final Remodel Inspection	8/30/2016	11:40AM
			11:55AM	
		100	C	0
		Approved - Follow Up	M	M

SPECIAL NOTES:

In = In compliance OUT = Not In compliance COS = Corrected on-site during inspection N/O = Not observed N/A = Not applicable R = Repeat violation

CLASSROOMS

YES NO N/A

1	LAVS H/C/TEMP 110 degrees			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2	DURABLE			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3	CLEANABLE			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4	NON-ABSORBENT			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

LIGHTING

YES NO N/A

5	CLASS 30 F/C			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6	Art / Labs. 50 F/C			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7	OTHER 20 F/C			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8	FOUNT. 18# FR. LAV			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

HVAC

YES NO N/A

9	CHILLER BACKFLOW			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10	TOWER TREATMENT			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
11	65 degrees - 85 degrees			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

LABORATORIES/ART

YES NO N/A

12	E/W & SHOWER STA.			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
13	CHEM. RESISTENT			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
14	SINK W/ H/C 110 degrees			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
15	FUME HOOD			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
16	SAFETY CABINETS			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
17	GAS SHUT OFF			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
18	GFCI CIRCUITS			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
19	TILE FLOORS			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
20	DW BACKFOW			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
21	LOCKED STORAGE			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
22	VENTED KILN HOOD			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

VOCATIONAL

YES NO N/A

23	SAFE STORAGE			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
24	SINK W/ H/C 110 degrees			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
25	SECURED EQUIPMENT			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
26	SAFETY ZONES MARKED			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
27	POSTED ZONES/ INSTR.			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
28	E/W			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
29	GAS CYLINDER SECURED			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

HOME ECONOMICS

YES NO N/A

30	DOMESTIC KITCH. OK			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
31	VENTHOODS			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
32	GFCI			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
33	SINK W/ H/C 110 degrees			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
34	H/C ALL SINKS 110 degrees			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

HEALTH ROOM

YES NO N/A

35	LOCKED CABINETS			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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36	TILE/CLEANABLE			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
37	E/W			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
38	GFCI			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
39	NON-ABSORBENT			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
40	ISOLATED			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
CUSTODIAL		YES	NO	N/A				
41	LOCKED ACCESS			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
42	BOILER BACKFLOW			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
43	MOPSINKS			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
PLAYGROUNDS (CPSC)		YES	NO	N/A				
44	DRAINAGE			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
45	SURFACE MEDIA			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
46	MEDIA DEPTH			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
47	RESTRICT. HEIGHT 8#			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
48	APPROVED EQUIP.			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
49	ACCESS / COVER			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
50	FALL ZONES 6#			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
SNACK/STORE		YES	NO	N/A				
51	NON-PHF SEALED			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
52	DOMESTIC OK			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
53	TILE (NO CARPET)			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
54	LIGHT COLOR			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
55	VERMIN PROOF			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
56	SHELVING			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
WATER SUPPLY/SEWAGE		YES	NO	N/A				
57	APPROVED (WELL)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
58	20 PSI			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
59	CROSS-CONNECTION CONTROL			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
60	ADEQUATE HOT DISTR			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
61	NON-POTABLE MARK.			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
62	BACKFLOW (OTHER)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
63	NO LEAD			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
64	APPROVED SYSTEM			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
65	NO CHEMICAL TOILET			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
RESTROOMS/GYM (UPC GUIDES)		YES	NO	N/A				
66	CLEANABLE/NONAB			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
67	250 FT. MAX CLASS			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
68	TP/SOAP DISP.			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
69	H/C/TEMP SINK 110 degrees			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
70	FAUCET 20 SECS.			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
71	TOWELS/DRYERS			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
72	FOUNT. @ PG/GYM			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
73	SHOWERS 110 degrees PER UPC			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
74	TILE / IMPERVIOUS			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
75	1 LAV / 2 WC			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
76	ES BOYS 1:30			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
77	ES GIRLS 1:25			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
78	MS/HS BOYS 1:40			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
79	MS/HS GIRLS 1:30			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
80	KG 15# TOILETS			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
WASTE		YES	NO	N/A				
81	DUMPSTER AREA			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
82	CAN WASH AREA			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
83	OTHER:			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		



TEMPERATURE OBSERVATIONS

No Temperature Observations

VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS

Item No	Observations & Corrective Actions

Overall Inspection Comments:

Remodel approved for operation.
ron.banks@apavegas.org

Received by (signature)

Received by (printed)

EHS (signature)

Ron Banks

Operations Director

John Cataline

Your signature on this form: 1) Does not constitute agreement with its contents. You may discuss the contents of this report with the department by contacting the supervisor at the Environmental Health office indicated on page one of this report. Until such time as a decision is rendered by this department, the contents of this report shall remain in effect; and 2) Acknowledges that this inspection report will be distributed by either email, fax, or postal delivery (of your choosing) within 1 business day.

5104



HOME
SELECT PERMIT
STATUS DETAIL
VIEW APPLICATION FEES
PERMIT STATUS
INSPECTION STATUS ▶
PLAN TRACKING STATUS
SCHEDULE/CANCEL INSPECTIONS
SUBMIT APPLICATION
CONTACT US
CORRECTION LETTERS
LOGOFF

Inspection Status

View inspection comments by choosing an inspection below.

Parcel ID: 163-33-301-004 **Address:** 8377 W PATRICK LN
Application Date: 06/15/15 **Owner:** U N L V RESEARCH FOUNDATION
Application #: 15 - 29473 **Application Type:** EDUCATIONAL BLDG-ADDITION

Inspections for Permit Number: 000 000 BCEx 00 - BUILDING PERMIT/COMM/EXPRESS

Inspection Type	Sched Date	Status	Results Date
B-PAD GRADING	09/30/15	APPROVED	09/30/15
C-CLEARANCE:PAD CERT	09/30/15	APPROVED	09/30/15
C-CLEARANCE:QAA FINAL REPT ST	09/30/15	APPROVED WITH EXCEPTION	09/30/15
B-PAD GRADING	09/30/15	DISAPPROVED	09/30/15
C-CLEARANCE:PAD CERT	09/30/15	DISAPPROVED	09/30/15
B-PAD GRADING	10/13/15	APPROVED	10/13/15
C-CLEARANCE:PAD CERT	10/13/15	APPROVED	10/13/15
B-FOUNDATION:FOOTINGS	10/14/15	APPROVED WITH EXCEPTION	10/14/15
C-CLEARANCE:FIELD QAA-EPOXY	10/16/15	APPROVED	10/16/15
B-FOUNDATION:STEM WALL	10/26/15	APPROVED	10/26/15
B-CONCRETE SLAB ON GRADE	10/28/15	APPROVED	10/28/15
B-FOUNDATION:FOOTINGS	10/28/15	APPROVED	10/28/15
B-MASONRY PRE GROUT	11/06/15	APPROVED WITH EXCEPTION	11/06/15
B-MASONRY PRE GROUT	11/12/15	APPROVED WITH EXCEPTION	11/12/15
B-MASONRY PRE GROUT	12/02/15	CANCELLED	12/02/15
B-MASONRY PRE GROUT	12/03/15	CANCELLED	12/03/15
B-MASONRY PRE GROUT	12/04/15	APPROVED WITH EXCEPTION	12/04/15
B-MASONRY PRE GROUT	12/10/15	APPROVED WITH EXCEPTION	12/10/15
B-MASONRY PRE GROUT	12/16/15	APPROVED WITH EXCEPTION	12/16/15
B-MASONRY PRE GROUT	12/22/15	APPROVED WITH EXCEPTION	12/22/15
B-MASONRY PRE GROUT	01/04/16	APPROVED	01/04/16
C-CLEARANCE:FIELD QAA-EPOXY	01/29/16	APPROVED	01/29/16
B-CONCRETE FLOOR/DECK	02/24/16	APPROVED WITH EXCEPTION	02/24/16
B-INSULATION	03/18/16	CANCELLED	03/18/16
B-INSULATION	03/23/16	CANCELLED	03/23/16
C-CLEARANCE:FF ELEVATION CERT	03/23/16	APPROVED	03/22/16
B-FRAMING	03/24/16	APPROVED WITH EXCEPTION	03/24/16
B-FRAMING	03/28/16	APPROVED WITH EXCEPTION	03/28/16
B-FRAMING	03/30/16	APPROVED WITH EXCEPTION	03/30/16
B-INSULATION	03/30/16	APPROVED WITH EXCEPTION	03/30/16
B-INTERIOR LATH/DRYWALL	04/01/16	APPROVED WITH EXCEPTION	04/01/16
B-INSULATION	04/01/16	APPROVED WITH EXCEPTION	04/01/16
B-FRAMING	04/06/16	APPROVED WITH EXCEPTION	04/06/16
B-FRAMING	04/08/16	APPROVED WITH EXCEPTION	04/08/16
B-INTERIOR LATH/DRYWALL	04/08/16	APPROVED WITH EXCEPTION	04/08/16

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B-INTERIOR LATH/DRYWALL	04/11/16	APPROVED WITH EXCEPTION	04/11/16
B-EXTERIOR LATH/SIDING	04/12/16	APPROVED WITH EXCEPTION	04/12/16
B-INTERIOR LATH/DRYWALL	04/13/16	APPROVED WITH EXCEPTION	04/13/16
B-FRAMING	04/13/16	APPROVED	04/13/16
B-INTERIOR LATH/DRYWALL	05/03/16	APPROVED	05/03/16
B-SUSPENDED CEILING FRAME	05/11/16	APPROVED WITH EXCEPTION	05/11/16
B-EXTERIOR LATH/SIDING	05/26/16	APPROVED	05/26/16
B-SUSPENDED CEILING FRAME	05/26/16	APPROVED WITH EXCEPTION	05/26/16
B-SUSPENDED CEILING FRAME	05/27/16	APPROVED WITH EXCEPTION	05/27/16
B-SUSPENDED CEILING FRAME	06/03/16	APPROVED	06/03/16
C-CLEARANCE:FIRE PREVENTION	06/03/16	APPROVED WITH EXCEPTION	06/03/16
B-FINAL-BUILDING, PARTIAL	06/03/16	CANCELLED	06/03/16
C-CLEARANCE:LANDSCAPE/ZONING	06/13/16	APPROVED	06/13/16
C-CLEARANCE:FIRE PREVENTION	06/14/16	APPROVED	06/14/16
B-FINAL-BUILDING, PARTIAL	06/17/16	APPROVED	06/17/16
B-TCO APPLICATION REVIEW	06/17/16	APPROVED	06/17/16
B-TCO EXPIRATIONDATE FOLLOWUP	08/10/16	COMPLETE	08/10/16
C-CLEARANCE:QAA FINAL REPT ST	06/21/16	APPROVED	06/21/16
B-FINAL-BUILDING	06/24/16	DISAPPROVED	06/24/16
B-FINAL-BUILDING	07/01/16	APPROVED	07/01/16

[Required Inspections](#)



HOME
SELECT PERMIT
STATUS DETAIL
VIEW APPLICATION FEES
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INSPECTION STATUS ►
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Inspection Status

View inspection comments by choosing an inspection below.

Parcel ID: 163-33-301-004 **Address:** 8377 W PATRICK LN
Application Date: 06/15/15 **Owner:** U N L V RESEARCH FOUNDATION
Application #: 15 - 29473 **Application Type:** EDUCATIONAL BLDG-ADDITION

Inspections for Permit Number: 000 000 EL3 00 - ELECTRIC PERMIT/CONST VALUE

Inspection Type	Sched Date	Status	Results Date
E-UNDERGROUND ELECTRICAL	09/25/15	APPROVED	09/25/15
E-ROUGH ELECTRICAL	03/17/16	APPROVED WITH EXCEPTION	03/17/16
E-ROUGH ELECTRICAL	04/06/16	APPROVED WITH EXCEPTION	04/06/16
E-ROUGH ELECTRICAL	04/08/16	APPROVED WITH EXCEPTION	04/08/16
E-ROUGH ELECTRICAL	05/11/16	APPROVED WITH EXCEPTION	05/11/16
E-ROUGH ELECTRICAL	05/20/16	APPROVED WITH EXCEPTION	05/20/16
E-ROUGH ELECTRICAL	05/26/16	DISAPPROVED	05/26/16
E-ROUGH ELECTRICAL	05/27/16	APPROVED	05/27/16
C-CLEARANCE: COMMISSIONING REP	06/09/16	APPROVED	06/09/16
E-FINAL - ELECTRICAL	06/13/16	APPROVED	06/13/16

[Required Inspections](#)

STATE OF NEVADA

BRIAN SANDOVAL
Governor

BRUCE BRESLOW
Director



STEVE GEORGE
Administrator

TODD R. SCHULTZ CSP, CSHM
Chief Administrative Officer

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
SAFETY CONSULTATION AND TRAINING SECTION

December 16, 2015

Mr. Ron Banks
Operations Director
American Preparatory Academy
8377 West Patrick Ln
Las Vegas NV 89113

Dear Mr. Banks:

Thank you for sending us your description of the actions you have taken to correct the serious hazards documented in our visit report #114341. Your response was received on December 15, 2015. We have reviewed your response and are pleased to inform you that your actions, as stated, have corrected the identified hazards.

We congratulate you on the successful elimination of the serious hazards identified during the survey of your workplace. Through voluntary compliance with assistance from the Safety Consultation and Training Section, you are meeting the basic intent and stated purpose of the Nevada Occupational Safety and Health Act: "To provide safe and healthful working conditions for every employee."

Due to periodic changes in the OSHA regulations and their interpretations, it is important for you to review your operations regularly with respect to identifying, correcting, and preventing hazards.

Our office also offers on-going training programs that may be of benefit to your company. Our trainers conduct scheduled training sessions on a variety of topics, and will also conduct training on specific topics as requested by an employer.

It has been a pleasure to serve you. If you have any questions or require additional information or assistance, please feel free to contact us. If you know of any other employer who could benefit from our services, please refer them to SCATS or let us know how we can contact them.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Harris".

Bob Harris
Consultation Supervisor

Your Partner for a Safer Nevada
www.4safenv.state.nv.us

BRIAN SANDOVAL
Governor
STEVE CANAVERO, Ph.D.
Superintendent
of Public Instruction

STATE OF NEVADA

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

SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway, Suite 221
Las Vegas, Nevada 89183
(702) 486-6458
Fax: (702) 486-6450
www.doe.nv.gov/Educator_Licensure

I

Charter School Budget

American Preparatory Academy - Las Vegas herewith submits the Final Approved
budget for the fiscal year ending June 30, 2017

This budget contains 2 governmental fund types with estimated expenditures of \$ 8,879,764
0 proprietary funds with estimated expenses of \$ 0.

Per NAC 387.730:

TENTATIVE budget is due to the clerk or secretary of the Charter School Governing Body and Nevada Department of Education (NDE) by **April 15** annually.

FINAL budget must be adopted on or before **June 8** Annually. Copies of the approved final budget are **SUBMITTED** by the Charter School Governing Body to NDE, Legislative Council Bureau and the Charter School sponsor if other than the Department of Education.

CERTIFICATION

I, Lee Iglody
(Print Name of Governing Board President)

(Signature of Governing Board President)

certify that all applicable funds and financial
operations of this Local Government are
listed herein

Signed

Dated:

APPROVED BY THE GOVERNING BOARD

SCHEDULED PUBLIC HEARING:

Date and Time:

Publication Date

Place:

ENROLLMENT AND BASIC SUPPORT GUARANTEE INFORMATION

	WEIGHTED ACTUAL PRIOR YEAR ENDING 06/30/15	WEIGHTED ACTUAL CURRENT YEAR ADE ENDING 06/30/16	WEIGHTED ESTIMATED ADE - YEAR ENDING 06/30/17
1. Pre-kindergarten (NRS 388.490)	<u> </u> x .6 = 0.0	<u> </u> x .6 = 0.0	<u> </u> x .6 = 0.0
2. Kindergarten	<u>100</u> x .6 = 60.0	<u>162</u> x .6 = 97.2	<u>96</u> x .6 = 57.6
3. Elementary	<u>250</u>	<u>996</u>	<u>960</u>
4. Secondary	<u>60</u>	<u>259</u>	<u>384</u>
5. Ungraded	<u> </u>	<u> </u>	<u> </u>
6. Subtotal	<u>370.0</u>	<u>1,352.2</u>	<u>1,401.6</u>
7. Students transported into Nevada from out-of-state	<u> </u>	<u> </u>	<u>0</u>
8. Students transported to another state	<u> </u>	<u> </u>	<u> </u>
9. Total WEIGHTED enrollment	<u>370.0</u>	<u>1,352.2</u>	<u>1,401.6</u>
10. Hold Harmless			<u> </u>

11. Basic support per pupil amount, Year Ending 06/30/17 2017 per pupil estimated amount per SB515		<u>5,573</u>	Use rates below:	Reference amounts for #12 Estimate: "Outside Revenue"
School District	2017	WEIGHTED Est. SY16-17 ADE	Subtotal	
Carson City	\$ 6,996	1,401.6	\$0	1,016.71
Churchill	\$ 6,813		\$0	1,064.23
Clark	\$ 5,573		\$7,811,117	983.27
Douglas	\$ 6,078		\$0	2,487.14
Elko	\$ 7,600		\$0	1,280.19
Esmeralda	\$ 24,825		\$0	6,610.51
Eureka	\$ 10,613		\$0	33,018.86
Humboldt	\$ 6,664		\$0	2,424.72
Lander	\$ 4,468		\$0	6,083.11
Lincoln	\$ 10,651		\$0	1,481.56
Lyon	\$ 7,343		\$0	903.02
Mineral	\$ 9,189		\$0	1,731.04
Nye	\$ 7,794		\$0	1,465.11
Pershing	\$ 9,371		\$0	2,439.28
Storey	\$ 8,094		\$0	6,156.83
Washoe	\$ 5,669		\$0	1,159.13
White Pine	\$ 7,848		\$0	1,440.93
Multidistrict		1,401.6	\$7,811,117	<u>5,573</u>
12. Estimated "Outside Revenue" (Supplemental Support) per pupil This is the per pupil share of local taxes, etc, from the district.			<u>\$992</u>	
13. Total basic support for enrollee including outside revenue			Total Weighted-#9 \$ 9,201,504.00	Hold Harmless-#10 \$ -
14. Estimated number of special education program units	<u>1</u>	(Should be 0 or 2 maximum - see prior year allotment)		
	X <u>55,141</u>	amount per unit	<u>\$55,141</u>	
15. TOTAL BASIC SUPPORT GUARANTEE (Number 13 +14)			Total Weighted \$ 9,256,645.00	Hold Harmless \$ 55,141.00

Fiscal Year 2016-2017 Charter School American Preparatory Academy - Las Vegas

Form 3		(1)	(2)	(3)	(4)	(4)
American Preparatory Academy - Las Vegas		ACTUAL PRIOR	ESTIMATED	BUDGET YEAR ENDING 06/30/17		AMENDED
REVENUE		YEAR ENDING	YEAR ENDING	TENTATIVE	FINAL	FINAL
		06/30/15	06/30/16	APPROVED	APPROVED	APPROVED
1000	LOCAL SOURCES					
1100	Taxes					
1110	Ad Valorem Taxes					
1111	Net Proceed of Mines					
1120	Sales & Use/School Support Taxes					
1140	Penalties & Interest on Tax					
1150	Residential Construction Tax					
1190	Other					
1200	Revenue from Local Govmt Units other than School Districts					
1300	Tuition					
1310	Tuition from Individuals					
1320	Tuition-other Govt sources within State					
1330	Tuition-other Govt sources out of State					
1400	Transportation Fees					
1410	Trans Fees from Individuals					
1420	Trans Fees - other Govt within State					
1430	Trans Fees - other Govt out of State					
1440	Trans Fees - Other Private Sources					
1500	Investment Income					
1600	Food Services					
1610	Daily Sales - Reimbursable Program					
1620	Daily Sales - Non-Reimbursable Progm					
1630	Special Functions					
1650	Daily Sales - Summer Food Program					
1700	Direct Activities					
1800	Community Service Activities					
1900	Other Revenues					
1910	Rent					
1920	Donations					
1930	Gains/Loss on Sales of Capital Assets					
1940	Textbook Sales & Rentals					
1950	Misc Revenues from Other Districts					
1951	Charter School Fees portion of code 1951					
1960	Misc Revenues from Other Local Govt					
1970	Operating Revenues					
1980	Refund of Prior Year's Expenditures					
1990	Miscellaneous - local sources	6,691				
TOTAL LOCAL SOURCES		6,691	0	0	0	0
3000	REVENUE FROM STATE SOURCES					
3100	Unrestricted Grants-in-Aid					
3110	Distributive School Account (DSA)	2,450,783	8,903,227	9,207,630	9,201,504	
3115	Special Ed portion of DSA	24,283	50,000	55,141	\$55,141	
3200	State Govt Restricted Funding					
3210	Special Transportation					
3220	Adult High School Diploma Program Fnd					
3230	Class Size Reduction					
3800	Revenue in Lieu of Taxes					
3900	Revenue for/on Behalf of School Dist					
TOTAL STATE SOURCES		2,475,066	8,953,227	9,262,771	9,256,645	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 3 Revenues

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		(1)	(2)	(3)	(4)	(4)
		ACTUAL PRIOR	ESTIMATED	BUDGET YEAR ENDING 06/30/17		AMENDED
REVENUE		YEAR ENDING	YEAR ENDING	TENTATIVE	FINAL	FINAL
		06/30/15	06/30/16	APPROVED	APPROVED	APPROVED
4000	FEDERAL SOURCES					

4100	Unrestricted Grants-in-Aid DIRECT from Fed Govt					
4103	E-Rate Funds					
4200	Unrestricted Grants-in-Aid from Fed Govt pass thru the State					
4300	Restricted Grants-in-Aid Direct - Fed					
4500	Restricted Grants-in-Aid Fed Govnt pass-thru the State					
4700	Grants-in-Aid from Fed Govt Thru Other Intermediate Agencies					
4800	Revenue in Lieu of Taxes					
4900	Revenue for/on Behalf of School District					
TOTAL FEDERAL SOURCES		0	0	0	0	0
OTHER RESOURCES AND FUND BALANCE		(1)	(2)	(3)	(4)	(4)
		ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	BUDGET YEAR ENDING 06/30/17 TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
5000	OTHER FINANCING SOURCES					
5100	Issuance of Bonds					
5110	Bond Principal					
5120	Premium of Discount on the Issuance of Bonds					
5200	Fund Transfers In					
5300	Proceeds from the Disposal of Real or Personal Property					
5400	Loan Proceeds					
5500	Capital Lease Proceeds					
5600	Other Long-Term Debt Proceeds					
6000	Other Items					
6100	Capital Contributions					
6200	Amortization of Premium on Issuance of Bonds					
6300	Special Items					
6400	Extraordinary Items					
TOTAL OTHER SOURCES		0	0	0	0	0
8000 OPENING FUND BALANCE						
Reserved Opening Balance						
Unreserved Opening Balance		100,762	138,869		1,346,202	
TOTAL OPENING FUND BALANCE		100,762	138,869	0	1,346,202	0
Prior Period Adjustments						
Residual Equity Transfers						
TOTAL ALL RESOURCES		2,582,519	9,092,096	9,262,771	10,602,847	0

Budget Fiscal Year 2016-2017

American Preparatory Academy - Las Vegas Form 4		(1)	(2)	(3)	(4)	(5)
PROGRAM FUNCTION OBJECT		ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
100 REGULAR PROGRAMS						
1000	Instruction					
100	Salaries	806,223	2,642,300	2,774,414	2,974,414	
200	Benefits	130,128	897,002	941,852	991,852	
300/400/500	Purchased Services				8,000	
600	Supplies	241,973	217,584	228,463	180,000	
700	Property					
800	Other					
2100-2600, 2900	Other Support Services					
100	Salaries	160,684	735,452	772,224	772,224	
200	Benefits	21,290	238,383	250,302	250,302	
300/400/500	Purchased Services	798,107	2,456,561	2,628,520	3,456,051	
600	Supplies	166,719	224,100	611,906	128,900	
700	Property					
800	Other	19,731	13,696	14,381	2,500	
2700	Student Transportation					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
100 TOTAL REGULAR PROGRAMS		2,344,856	7,425,076	8,222,062	8,764,243	0
140 Summer School for Reg Programs						
1000	Instruction					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2100-2600, 2900	Other Support Services					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2700	Student Transportation					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
140 TOTAL Summer School - Reg Prog		0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

American Preparatory Academy - Las Vegas		(1)	(2)	(3)	(4)	(5)
PROGRAM FUNCTION OBJECT		ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
200 SPECIAL PROGRAMS						

1000	Instruction					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2100-2600, 2900	Other Support Services					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2700	Student Transportation					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
200 SPECIAL PROGRAMS		0	0	0	0	0
240 Summer School for Special Programs						
1000	Instruction					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2100-2600, 2900	Other Support Services					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2700	Student Transportation					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
240 TOTAL Summer School - Spec Prog		0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)	(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
270 Gifted and Talented Programs					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					

300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
270 TOTAL Gifted & Talented Programs	0	0	0	0	0
300 Vocational & Technical Programs					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
300 Total Vocational & Technical Prog	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
340 Summer School for Voc & Tech					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					

340 Total Summer School for Voc & Tech	0	0	0	0	0
420 English for Speakers of Other Lang					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
420 Total Speakers of Other Lang	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/17		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
430 At Risk Education Programs					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
430 Total At Risk Education Programs	0	0	0	0	0
440 Summer School for Other Inst Prog					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					

200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
2700	Student Transportation					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
440	Total Summer School for Other Inst Prog	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)	(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
490 Other Instructional Programs					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
490 Total Other Instructional Programs	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

800 Community Services Programs					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					

100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
800 Total Community Services Programs	0	0	0	0	0
900 Co-curricular & Extra-Curricular					
1000 Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100-2600, 2900 Other Support Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
900 Co-curricular & Extra-Curricular	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
000 UNDISTRIBUTED EXPENDITURES					
2100 Support Services-Students					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2100 SUBTOTAL	0	0	0	0	0
2200 Support Services-Instruction					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2200 SUBTOTAL	0	0	0	0	0
2300 Support Services-Gen Admin					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2300 SUBTOTAL	0	0	0	0	0
2400 Support Serv-School Admin					
100 Salaries					

200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2400 SUBTOTAL	0	0	0	0	0
2500 Central Services					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2500 SUBTOTAL	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(3)	(4)	(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	TENTATIVE APPROVED	BUDGET YEAR ENDING 06/30/17 FINAL APPROVED	AMENDED FINAL APPROVED
2600 Operating/Maintenance Plant Service					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2600 SUBTOTAL	0	0	0	0	0
2700 Student Transportation					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2700 SUBTOTAL	0	0	0	0	0
2900 Other Support (All Objects)					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
2900 SUBTOTAL	0	0	0	0	0
2000s TOTAL SUPPORT SERVICES	0	0	0	0	0
3100 Food Service					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
3100 TOTAL FOOD SERVICES	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

	(1)	(2)	(3)	(4)	(5)
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PROGRAM FUNCTION OBJECT	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	BUDGET YEAR ENDING 06/30/17		
			TENTATIVE APPROVED	FINAL APPROVED	AMENDED FINAL APPROVED
4100 Land Acquisition					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4100 SUBTOTAL	0	0	0	0	0
4200 Land Improvement					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4200 SUBTOTAL	0	0	0	0	0
4300 Architecture/Engineering					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4300 SUBTOTAL	0	0	0	0	0
4400 Educational Specifications Dev					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4400 SUBTOTAL	0	0	0	0	0
4500 Building Improvement					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4500 SUBTOTAL	0	0	0	0	0
4600 Site Improvement					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					
700 Property					
800 Other					
4600 SUBTOTAL	0	0	0	0	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

3/4/16

PROGRAM FUNCTION OBJECT	(1)	(2)	(3) (4)		(5)
	ACTUAL PRIOR YEAR ENDING 06/30/15	ESTIMATED CURRENT YEAR ENDING 06/30/16	BUDGET YEAR ENDING 06/30/17		AMENDED FINAL APPROVED
			TENTATIVE APPROVED	FINAL APPROVED	
4700 Building Improvement					
100 Salaries					
200 Benefits					
300/400/500 Purchased Services					
600 Supplies					

700	Property					
800	Other					
4700	SUBTOTAL	0	0	0	0	0
4900	Other (All Objects)					
100	Salaries					
200	Benefits					
300/400/500	Purchased Services					
600	Supplies					
700	Property					
800	Other					
4900	SUBTOTAL	0	0	0	0	0
4000s	TOTAL FACILITIES ACQUISITION AND	0	0	0	0	0
5000	Debt Service	53,865	320,817	526,345	115,521	
000	TOTAL UNDISTRIBUTED EXPENDITURES	53,865	320,817	526,345	115,521	0
TOTAL ALL EXPENDITURES		2,398,721	7,745,894	8,748,407	8,879,764	0
6300	Contingency (not to exceed 3% of Total Expenditures)	XXXXXXXXXXXX				
8000	ENDING FUND BALANCE					
	Reserved Ending Balance					
	Unreserved Ending Balance					
TOTAL ENDING FUND BALANCE		0	0	0	0	0
TOTAL APPLICATIONS		2,398,721	7,745,894	8,748,407	8,879,764	0
CHECKS:						
	Contingency cannot exceed:	XXXXXXXX	232,377	262,452	266,393	0
	Calculated Total Ending Fund Balance:	183,798	1,346,202	514,364	1,723,083	0

American Preparatory Academy - Las Vegas

Budget Fiscal Year 2016-2017

Form 4 Expenditures

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American Preparatory Academy - Las Vegas

CASH FLOW STATEMENT

2016-2017	PROJECTED July	PROJECTED August	PROJECTED September	PROJECTED October	PROJECTED November	PROJECTED December	PROJECTED January	PROJECTED February	PROJECTED March	PROJECTED April	PROJECTED May	PROJECTED June	Total Projected	Final Approved Budget	Variance
REVENUES															
Type:															
Distributive School Acct	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 9,201,504.00	\$ 9,201,504.00	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Federal Grant A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Special Ed portion of DSA						\$ 27,570.50						\$ 27,570.50	\$ 55,141.00	\$ 55,141.00	\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
													\$ -		\$ -
Total Revenues	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 794,362.50	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 766,792.00	\$ 794,362.50	\$ 9,256,645.00	\$ 9,256,645.00	\$ -
Total Revenues Y-T-D	\$ 766,792.00	\$ 1,533,584.00	\$ 2,300,376.00	\$ 3,067,168.00	\$ 3,833,960.00	\$ 4,628,322.50	\$ 5,395,114.50	\$ 6,161,906.50	\$ 6,928,698.50	\$ 7,695,490.50	\$ 8,462,282.50	\$ 9,256,645.00			
EXPENDITURES															
Salaries & Benefits															
Salaries	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 312,219.86	\$ 3,746,638.34	\$ 3,746,638.34	\$ -
Benefits	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 103,512.83	\$ 1,242,154.01	\$ 1,242,154.01	\$ -
Total Salaries & Ben	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 415,732.70	\$ 4,988,792.35	\$ 4,988,792.35	\$ -
Operating															
Supplies	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 180,000.00	\$ 180,000.00	\$ -
Rent	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 116,585.93	\$ 1,399,031.16	\$ 1,399,031.16	\$ -
Utilities	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 16,300.00	\$ 195,600.00	\$ 195,600.00	\$ -
Contracts	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 124,320.04	\$ 1,491,840.49	\$ 1,491,840.49	\$ -
Textbooks	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 10,741.67	\$ 128,900.00	\$ 128,900.00	\$ -
Equipment													\$ -		\$ -
Debt Service	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 9,626.72	\$ 115,520.63	\$ 115,520.63	\$ -
													\$ -		\$ -
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Total Expenses	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 708,307.05	\$ 8,499,684.63	\$ 8,499,684.63	\$ -
Total Expenses Y-T-D	\$ 708,307.05	\$ 1,416,614.11	\$ 2,124,921.16	\$ 2,833,228.21	\$ 3,541,535.26	\$ 4,249,842.32	\$ 4,958,149.37	\$ 5,666,456.42	\$ 6,374,763.47	\$ 7,083,070.53	\$ 7,791,377.58	\$ 8,499,684.63	\$ 8,499,684.63	\$ 8,499,684.63	\$ -
Percent of Budget	8.33%	16.67%	25.00%	33.33%	41.67%	50.00%	58.33%	66.67%	75.00%	83.33%	91.67%	100.00%			

Projected Cash Balance Statement

Net change in Cash (F/B)	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 86,055.45	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 58,484.95	\$ 86,055.45	\$ 756,960.37	\$ 756,960.37	\$ -
Begin Cash Balance(F/B)	\$ 1,346,202.16	\$ 1,404,687.11	\$ 1,463,172.05	\$ 1,521,657.00	\$ 1,580,141.95	\$ 1,638,626.90	\$ 1,724,682.34	\$ 1,783,167.29	\$ 1,841,652.24	\$ 1,900,137.19	\$ 1,958,622.13	\$ 2,017,107.08			\$ -
End Cash Balance (F/B)	\$ 1,404,687.11	\$ 1,463,172.05	\$ 1,521,657.00	\$ 1,580,141.95	\$ 1,638,626.90	\$ 1,724,682.34	\$ 1,783,167.29	\$ 1,841,652.24	\$ 1,900,137.19	\$ 1,958,622.13	\$ 2,017,107.08	\$ 2,103,162.53	\$ 756,960.37	\$ 756,960.37	\$ -

Governing Board Meeting Minutes
American Preparatory – Las Vegas
February 10th, 2016

Attendance:

Board Members: Lee Iglody, Jon Gardner, Paris Bayardo, Jennifer McLeod

Public: Janet Suarez, James Tomlinson, Susana Tomlinson, Pam Diaz, Carissa Hernandez

Staff: Rachelle Hulet,

1. Welcome/Call to order – Lee Iglody
2. Pledge of Allegiance/Roll Call
3. Approval of Minutes from 1-26-2016

MOTION: To approve the minutes from the 1-26-2016 Governing Board meeting:

Moved: Paris Bayardo

Second: Jennifer McLeod

Status: Approved

4. Public Comments and Discussion-Members of the public are invited to comment on any items on the agenda below. No action will be taken on any items during the public comment period, but may be taken at the appropriate point in the agenda.
5. Discussion and possible action: Oakey Campus contract lease and negotiation-We were given an extra 60 days to make a decision on continuing the lease or purchasing. APS is recommending not purchasing or leasing again because of the cost that has been and will be involved. We also don't have an enclosed section for our assemblies. Also, what is the situation with break out groups, where are the breaking out? They have been doing the best they can using classroom. Tomorrow is the final inspection for the portables, and then they will be able to use those as well. Projections going forward, it's undetermined because there are many things that need to be done. For example, light bulbs have to be switched frequently and we are not allowed to do anything with the sockets. Also carpeting, playground, touch up paint, air conditioning units, insulation, windows, we have been having problems with the solar panels as well, the whole fire alarm system will have to be revamped and that alone will cost around \$10,000, and the roofing are all things that will need to be replaced. We do not have a projection of what all that will cost. Our biggest concern is that we are worried about our students and staff being kept safe and comfortable, which we don't feel can

continue. They have tried buying heaters and fans to help with that. The high school wing will be finished this Spring so we are offering students and staff a place at the Sunset location. We are sad to lose the tight knit community feel that we have here at this campus. We have no plans at this time to buy/build a new school. It was difficult stretching with the two campuses. But in 3-4 years it could be something we look into. It's difficult to get the staffing, training (both kids and teachers), and families familiar with that make it hard to open campuses one right after the other. We know there is a demand and want to fill that, but logistically it is very hard. We have roughly 350-400 kids at Oakey that would be offered a seat at Sunset. They have taken this decision very seriously and it has been extremely difficult to make this decision.

MOTION: To not renew lease and not exercise purchase option of this campus. Motion 2: To coordinate with APS in notifying SPCSA and participating in any necessary meetings.

Moved: Lee Iglody
Second: Jen McLeod
Status: Approved

6. Discussion and possible action: APS update-Budget, funding, and enrollment are looking good.

MOTION: None

Moved:
Second:
Status:

7. Discussion: Core Testing Results-We are right in line with all other campuses. We fall right in line with other APS schools. This is our curriculum based testing that we give at the end of the year.

8. Discussion and possible action: NRS 386.54(5) payment to eligible members of board for February.

MOTION: Move to approve

Moved: Lee Iglody
Second: Rachel Lillian
Status: Approved

9. Board Comments-Teachers are employees of the school, meaning they are employees of the board. We would like to have them do an employee survey so we can know how they are feeling. We would collect anonymous results.

We want to make sure we know how they are feeling and that they can know we are here.

10. Public comments-Parent-very happy with APA, pulled her children from public school and has been extremely happy with APA. What are our chances to get that transfer? We believe it's extremely high 95%. As long as you are following the handbook and doing all you are supposed to you will be able to transfer. We will give families who follow procedures priority. Oakley students are given priority. Parent-wishes we had written out estimates of what it would cost to keep this campus going. Also would like the board meetings to be added to the newsletters because parents don't always get on the FB page. What will be happening with full day kindergarten? Will class sizes look like? Class sizes will remain around 33 (16-1 ratio). Our curriculum does not really work with full day kindergarten. Would we be willing to look at starting a fund that parents can donate to to give to a lobbyist? We want parents to be more involved in helping getting things done for the school. Text s

11. Topics for next meeting: Teacher survey, Looking into starting up a fund that we could use towards lobbyist

12. Motion to Adjourn: Move to adjourn

Moved: Lee Iglody
Second: Rachel Lillian
Status: Approved

Rachel Lillian, Secretary APA-LV Board

Rachel Lillian 4-5-16

Date: 2/10/16
Time: 5:35

Public Comment Sign In Sheet

There will be a public comment period at the beginning and end of the board meeting. There is a 3 minute time limit for all public comments

Rank Order	Name (first and last)	I would like the opportunity to make a public comment?
1	Janet Suarez	Yes ✓
2	James Tomlinson	
3	S. Fanni Tomlinson	
4	Pam Diaz	
5	Carissa Hernandez	
6	Amye Malesse	Yes ✓
7	Mathieu Balle	Yes ✓
8	Cynthia L. L. L.	
9	Daniel Byrne	Yes ✓
10	Roxann Silvia	
11	Yvonne Khoo	
12	Jason Jackson	
13	Christian Pessier	
14	Teodora Pelaez	
15	Monnette bantista	
16	Yohannes Girma	— ✓
17	AHMA & Maria Gil	no
18	Melinda Gubina	yes - unless
19	BARRY & Dawn Strick	Yes ✓
20	Dennis Egbert	

I have to leave before you x

Public Comment Sign In Sheet

Date:
Time:

21	Cheryl Riggs	
22		
23		
24		
25		
26		
27		
28		
29		



AMERICAN PREPARATORY ACADEMY

February 11, 2016

The Governing Board of APA-LV voted at the February 10, 2016 board meeting to not exercise the right to purchase the Oakey campus, nor pursue a lease for another term. The facility is too costly to operate and there are too many required changes if a school is to remain there that we feel are not worth the investment. We find that not having an indoor facility large enough to provide a gathering place for the school is a critical component that impacts our success as a school. Teacher morale is low due to the incredible obstacles the teachers have to overcome when dealing with the physical plant.

A large number of parents attended our February 10 meeting. We were pleased that the parents generally supported our plans.

Oakey students will be invited to transfer to the Sunset campus if they desire. We feel confident that we will be able to accommodate all those that wish to transfer.

APA-LV Governing Board

Lee Iglody: President/Chairman of the Board

Paris Bayardo: Vice-President

Rachel Lillian: Secretary

Jon Gardner: Treasurer

Jen McLeod: Parent Advocate



STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T: Consideration and possible
action of the Founders Academy charter
amendment request to move facilities**

<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: October 21, 2016

AGENDA ITEM: 7

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 20 Mins

SUBMITTED BY: _____

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 7—Founders Academy Charter Amendment to Relocate Facilities
DATE: October 21, 2016

Background:

Founders Academy has requested approval to relocate its existing campus to a new facility which will be purpose built for the school a short distance from the current campus. The Agency is in receipt of the amendment request submitted pursuant to [NAC 386.3265](#) and [NAC 386.3266](#) and has determined that it complies with statute and regulation and that it is complete and responsive to the questions asked by the Agency pursuant to its authority under those regulations.

It is important to note that this new facility will be financed through an industrial development authority, which will issue a bond to generate the funds necessary to loan Founders the money to construct the facility. As the school is not issuing the bonds, this financing mechanism does not violate statute or regulation. There is also precedent for using such mechanisms; Coral Academy of Science Las Vegas used a similar financing structure to fund some of its facilities. While the State of Nevada does offer a bond conduit through the Department of Business and Industry, Founders does not currently qualify for access to that conduit due to the lack of multiple years of academic data. Consequently, financing of this facility through an industrial development authority has been deemed an attractive option by the school which will lower its occupancy costs.

Recommendation:

Staff recommends that this relocation amendment be approved.



Founders Academy of Las Vegas

In the Footsteps of the Founders

October 6, 2016

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

RE: Founders Academy of Las Vegas: Bond Finance Transaction

Dear Mr. Gavin:

Founders Academy of Las Vegas ("Founders Academy") is a high-performing, well-respected public charter school in Las Vegas, Nevada. Founders Academy is planning to relocate its charter-school campus across Rancho Drive from its existing campus to the northwest corner of Leon Avenue and North Jones Boulevard. Founders Academy is planning to construct a first-class, state-of-the-art facility to house its students. The school facility will comprise an approximately 60,000 square foot, two-story building on 7.44 acres of land with outdoor play fields and onsite parking (the "New Founders Academy Campus"). The school building will include 41 classrooms, two computer labs, an athletic gym, a performance stage and administrative offices. Founders Academy will open its new campus for students during August 2017.

The cost to acquire the land and construct the planned facilities is estimated at approximately \$10.5 million. To fund the land acquisition and construction, Founders Academy has arranged to obtain a loan from the Public Finance Authority in Madison, Wisconsin, a nationally-recognized, conduit issuer of charter-school bonds (the "Issuer"). The Issuer will fund the loan package to Founders Academy by issuing tax-exempt education revenue bonds and loaning the proceeds of the bond issue to Founders Academy.

Specifically, Founders Academy has arranged for the Issuer to issue its Charter School Revenue Bonds (Founders Academy of Las Vegas Project), Series 2016 (the "*Series 2016 Bonds*") in an aggregate principal amount not to exceed \$14 million and loan the proceeds of the Bonds to Founders Academy (the "*Loan*") pursuant to a Loan Agreement, to be dated as of November 1, 2016 (the "*Loan Agreement*"), between the Issuer and Founders Academy. Founders Academy will use the proceeds of the Loan, in part, to: (i) acquire, construct, improve and equip the New Founders Academy Campus, to be used in connection with the charter school known as Founders Academy of Las Vegas; (ii) refinance a commercial loan used in the operation of Founders Academy; (iii) acquire certain furniture, fixtures and equipment to be used at the New Founders Academy Campus; (iv) capitalize interest on all or a portion of the Series 2016 Bonds; and (v) pay issuance expenses related to the Series 2016 Bonds (collectively, the "Founders Academy 2016 Project").

Pursuant to Nevada Revised Statutes ("NRS") §386.560.4, a charter school is authorized to:

- (a) Acquire by construction, purchase, devise, gift, exchange or lease, or any combination of those methods, and construct, reconstruct, improve, maintain, equip and furnish any building, structure or property to be used for any of its educational purposes and the related appurtenances, easements, rights-of-way, improvements, paving, utilities, landscaping, parking facilities and lands; (b) Mortgage, pledge or otherwise encumber all or any part of its property or assets; (c) Borrow money and otherwise incur indebtedness; and (d) Use public money to purchase real property or buildings with the approval of the sponsor.

4025 N. Rancho Rd., Suite 120
Las Vegas, NV 89130
(702) 998-8368

Mr. Patrick Gavin
 Page 2
 October 6, 2016

The purpose of this letter is to inform the Nevada State Public Charter School Authority (the "Sponsor") of Founders Academy's project and plan of finance, and to formally request the "*approval of the sponsor*" as required by NRS §386.560.4(d).

The Series 2016 bonds are being underwritten by a nationally-respected investment firm, B. C. Ziegler & Co. (the "Underwriter"). Legal counsel for the Underwriter is Nixon Peabody, LLP, a national bond-counsel firm listed in the Bond Buyer's Municipal Marketplace (the "Red Book") with lawyers that are members of the National Association of Bond Lawyers. Bond counsel for the transaction is Greenberg Traurig LLP, another national bond-counsel firm listed in the Red Book with lawyers that are members of the National Association of Bond Lawyers. The trustee for the bond issue will be Wilmington Trust, National Association. The bond purchaser for the Series 2016 Bonds is RPM Capital Management, LLC (the "Investor"), a money management and investment firm whose principals have been major participants in charter-school bond financing for many years. Legal counsel for the Investor is Butler Snow, LLP, another national bond-counsel firm listed in the Red Book.

The Underwriter, the Investor and bond counsel have been involved with this transaction for several months. The Underwriter, the Investor and other participants are conducting extensive due diligence for this bond-finance transaction and the underwriter will not take the Series 2016 Bonds to the marketplace unless and until it is completely satisfied with the results of the due diligence.

Founders Academy fully understands and acknowledges that the Sponsor's approval of Founders Academy's use of public money to purchase real property and buildings, as required by NRS §386.560.4(d), is not an approval or endorsement of Founders Academy's plan of finance or the Series 2016 Bonds, nor does such approval create or incur any liability on the part of the Sponsor related to the Series 2016 Bonds or the associated loan.

Finally, Founders Academy is aware that the Nevada Director of the Department of Business and Industry ("DDBI") is authorized as a conduit issuer of tax-exempt bonds for charter schools. Founders Academy is opting to use the Issuer to issue the Series 2016 Bonds and not the DDBI because: (i) Founders Academy does not meet the criteria required under NRS §388A.650.3 to use the DDBI; and (ii) under the current arrangement, the Series 2016 Bonds will be sold to the Investor under favorable terms that may not be available to Founders Academy with an alternative bond offering.

We trust that this letter provides the information necessary for the Sponsor to place this matter on its October 21, 2016 meeting agenda and that the information is adequate for the Sponsor to make its decision. Please let us know if you have questions or need additional information to present to the board. Representatives from Founders Academy, the Underwriter and legal counsel will be present at the board meeting to respond to any questions.

Thank you for your consideration.

FOUNDERS ACADEMY OF LAS VEGAS

By: W. R. Moreno
 W. Richard Moreno, its Governing Board Chair

STATE PUBLIC CHARTER SCHOOL AUTHORITY



2016 CHARTER SCHOOL FACILITIES AMENDMENT REQUEST

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

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

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Section I: Introduction

Dear Charter School Governing Body,

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

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

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

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

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

Sincerely,
Patrick J. Gavin
Executive Director

Section II: Instructions

OPERATOR APPLICANT INSTRUCTIONS

Specifications

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

- Applicants **MUST** submit amendment requests electronically in Epicenter, the statewide document management center for school submissions to the State Public Charter School Authority. All documents, other than budget documents and data submissions better suited to Excel, must be submitted as PDF documents. All PDF documents, other than those individual pages containing signatures or facilities documentation, must be submitted as converted (not scanned) documents and must be clearly named to facilitate review and public transparency.
- The following is a list of attachments to accompany the application:

Attachments Necessary to Assess Facility Compliance

1. A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.
2. Agenda for Board Meeting Where Board Voted to Request an Amendment to Occupy a New or Additional Facility or to Consolidate Facilities Which Neither Increases Enrollment Beyond the Contractual Cap Nor Reduces Current Enrollment or Grade Levels
3. Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Occupy a New or Additional Facility or to Consolidate Facilities Which Neither Increases Enrollment Beyond the Contractual Cap Nor Reduces Current Enrollment or Grade Levels
4. If a facility has been identified, the physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility **OR**, if a facility has not been identified, a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
5. If a facility has been identified, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement **OR** a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
6. If a facility has been identified, a copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet **OR**, if a facility has not been identified, a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
7. If a facility has been identified, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school **OR** a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
8. Full Certificate of Occupancy Indicating the Facility Has Sufficient Capacity to Accommodate the Current Enrollment or the Contractually Approved Enrollment **OR** a detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy for space sufficient to accommodate the current or contractually approved enrollment prior to the first day of school AND documentation of the inspection and approval processes and timelines for the

state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265

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

Applicants are reminded that all requests for amendments are public records and are posted on the SPCSA web site. Once a request is approved, it is expected that the complete charter application and the approved amendments will be posted on the school's web site or will otherwise be made available via electronic means upon request from any member of the public. To ensure the broadest range of accessibility for public documents, the SPCSA strongly encourages applicants to consult the Accessibility Guidance offered by our peer authorizer, the Massachusetts Department of Elementary and Secondary Education:

<http://www.doe.mass.edu/nmg/MakingAccessibleDocuments.pdf>

and <http://www.doe.mass.edu/nmg/accessibility.html>.

The usage of the Microsoft Word styles feature discussed earlier will also help to facilitate accessibility.

Submission Instructions

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

3. Schools may upload amendment requests up to 5:00 pm PT on the due date. Once the request is submitted, schools will be unable to access, edit, or revise the documents.

Guidance and Resources for Applicants

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

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

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

- SB509: Balances additional operating flexibility for charter schools with broad changes in charter school authorizing and accountability:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB509_EN.pdf
- SB460: Provides for an accountability framework to evaluate the performance of a small subset of charter schools which have a mission to exclusively serve opportunity youth, students with disabilities, and other particularly vulnerable populations:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB460_EN.pdf
- SB208: Codifies existing minimum expectations regarding the notification of families when a new charter school is scheduled to open in a community and changes the expectations around recruiting and enrolling students:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB208_EN.pdf
- SB390: Permits but does not require charter schools to give admissions preference to students who attend overcrowded schools or underperforming schools within a 2 mile radius of a campus:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB390_EN.pdf
- SB200: Permits but does not require charter schools on military bases to give admissions preference to students of personnel residing on or employed by the military base:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB200_EN.pdf

Nevada Administrative Code: As a state with a biennial legislature, Nevada relies heavily on its regulatory framework to provide guidance on the interpretation and execution of its laws. The provisions of NAC 386.010 through 386.47 govern the administration of the state's charter school program:

<https://www.leg.state.nv.us/NAC/NAC-386.html>.

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

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

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

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

Additional Guidance and Resources for Schools

The Nevada charter school movement and the SPCSA have undergone dramatic changes in the past four years as a result of legislative changes in the 2013 legislative session and the sweeping education reforms adopted during the 2015 legislative session. As noted above, the policy and operating landscape for charter schools has undergone significant shifts, including some changes which have yet to be codified into regulation and standard practice.

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

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

Overview of the Spring 2016 Expansion Amendment Cycle

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

Section III: Request for Amendment

CAMPUSES OPENING FALL 2016 AND BEYOND

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

There are no page limits for individual.

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

EXECUTIVE SUMMARY

4 Page Limit

Provide a brief overview of your school, including:

- An overview of the mission and vision for the school.

Founders Academy (FALV) seeks to encourage the use of effective teaching methods and improve opportunities for students to learn and achieve.

Mission- The mission of FALV is to train the minds and improve the hearts of young people through a rigorous, classical education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue.

Vision- The Academy will provide students the benefit of a content-rich and academically rigorous classical liberal arts education with a strong civics component. Students will be challenged to excel both in academics and in moral discipline. The Academy's vision for its students is not limited solely to their academic achievement and scores on standardized tests. But, personal responsibility, ethics and discipline will be modeled and expected. FALV students will also be endowed with a sense of civic responsibility along with a belief in striving for individual achievement, producing the leaders Nevada needs for the next generation.

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

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

FALV (I) located at 4025/4035/4039/4075/4145 N. Rancho, Las Vegas, Nevada 89130 will be relocated.

- Proposed facility and target communities.

FALV (II*) will construct a campus onto a portion of land on parcel # 138-01-401-003 at the intersection of Leon Avenue and Alexander Road in Las Vegas, Nevada 89130. The proposed location is 0.7 miles southeast of the existing location.

***This new location is not a second campus, but a relocation of the existing campus.**

Aligned with the FALV mission, the school's target population is made up of students who desire a content-rich, rigorous and time-tested learning curriculum in an atmosphere that promotes and builds strength of character. FALV believes this educational model should be available for all students, regardless of personal circumstance- including public, private and home-schooled students, as well as children just beginning school. FALV welcomes students from all neighborhoods in Las Vegas, but primarily serves students in the northwest quadrant of the city. In addition, the target population includes: Students with families who want high quality classical education, that have

high expectations for a quality, tuition-free education, or are currently on waiting lists for other local charter or magnet schools.

- The outcomes you expect to achieve at the new location.

With the relocation of FALV's current campus, FALV's goals and expected outcomes remain the same.

Educational goals/objectives: FALV has set the following goals for its students related to educational performance.

- **Student Gains.** 80% of students who score below "Proficient" status on Nevada's annual assessment prior to enrolling at FALV will achieve "Proficient" status after one year.
 - **Student Performance.** 90% of students at FALV will score "Proficient" or "Advanced" status on Nevada's annual assessment after three years of enrollment.
 - **Organizational/Management goals/objectives:** The following goals and objectives are related to organizational and management performance.
 - **Character and Civic Responsibility:** 95% of students will earn a citizenship mark of "Satisfactory" or "Outstanding" based on definitions of these descriptors outlined in the FALV Student Handbook.
 - **Parent Satisfaction.** FALV will demonstrate an 80% overall satisfaction rating in an annual survey administered to parents or designated legal guardians of students attending the school during each academic year.
 - **Professional Development.** All FALV teachers will demonstrate the skills necessary to implement a classical education, as documented through formal evaluations.
- The key components of your educational model for the relocated school.

With the understanding that FALV is only seeking to relocate its current campus, not add an additional campus, the educational philosophy will not change. The philosophy of FALV is best described as Classical Education. Classical Education values knowledge for its own sake; upholds the standards of correctness, logic, beauty, and importance intrinsic to the liberal arts; demands moral virtue of its adherents; and prepares human beings to assume their places as responsible citizens in the political order. FALV will initiate this philosophy of education through emphasis on the following:

- Centrality of the Western tradition in the study of history, literature, philosophy, and fine arts.
- Rich examination of American literary, moral, philosophical, political, and historical traditions.
- Use of explicit phonics instruction for the teaching of reading.
- Teaching of Latin.
- Content-rich curriculum based on the traditions and truths of a liberal arts education.
- School culture demanding moral virtue, decorum, respect, discipline, and studiousness among the students and faculty.
- Faculty where well-educated and articulate teachers explicitly convey real knowledge to students using traditional teaching methods.

- **Use of technology effectively, without diminishing the faculty leadership that is crucial to academic achievement.**
- The values, approach, and leadership accomplishments of your school or network leader and leadership team including: Key supporters, partners, or resources that will contribute to your relocated school's success.

FALV is based on a classical education model that has been successfully replicated in other states. Using Nevada standards, FALV has adapted FALV's goals from these successful schools as well as compelling research of the achievement gains using the Core Knowledge Sequence, which will be followed at FALV. Each of these is discussed below:

Replicated Results. Throughout the developmental phase and during operations, FALV will have the support and resources needed to achieve its goals. FALV is supported by the Barney Charter School Initiative (BCSI), a project of Hillsdale College devoted to the education of youth.

Through this initiative, Hillsdale College supports the launch of K-12 charter schools that are based on the classical liberal arts model and that also provides a thorough grounding in civics and American history. Through BCSI, Hillsdale College has helped to open and design a number of successful charter schools across the country, including:

Schools opened in 2012-

Founders Classical Academy of Lewisville (Lewisville, TX)
Estancia Valley Classical Academy (Moriarty, NM)

Schools opened in 2013-

Savannah Classical Academy (Savannah, GA)
Northwest Arkansas Classical Academy (Bentonville, AR)

- The founding principal for the school in Bentonville was Timm Petersen. This school achieved an A+ rating as a Top Ten School in Arkansas. Mr. Petersen is currently the principal at FALV.

Schools opened in 2014-

Atlanta Classical Academy (Atlanta, GA)*
Mason Classical Academy (Naples, FL)
Founders Classical Academy of Leander (Leander, TX)
FALV (Las Vegas, NV)

Schools opened in 2015-

Pineapple Cove Classical Academy (Palm Bay, FL)
Founders Classical Academy of Dallas (Dallas, TX)
Founders Classical Academy of Flower Mound (Flower Mound, TX)
Founders Classical Academy of Mesquite (Mesquite, TX)
Golden View Classical Academy (Golden, CO)

Schools opened in 2016-

Livingston Classical Academy (Brighton, MI)
Seven Oaks Classical School (Bloomington, IN)
Founders Classical Academy of Schertz (Schertz, TX)

***A current professor at Hillsdale College who works closely with the BCSI (Dr. Moore) was the first principal of Ridgeview Classical Schools, which became one of the most successful charter schools in the nation. Dr. Moore is currently the principal at Atlanta Classical Academy. *US News and World Report* ranked Ridgeview Classical Schools' High**

School as 15th in the country. In the same report, the school ranked 4th for US charter schools and 4th for open-enrollment high schools. Through the BCSI, Hillsdale College provides FALV with models, resources, and guidance on academic programs and policies, curricula, instructional materials and teaching practices, including advice for improving the performance or progress of students when applicable. As recommended by Hillsdale College and its network of charter schools, FALV uses the Core Knowledge Sequence as its primary curriculum program to reach its academic goals. The Core Knowledge Sequence has been extensively implemented, studied, and proven to produce excellent results.

Core Knowledge Sequence. Researchers from Johns Hopkins University have studied the Core Knowledge Sequence in a study funded by the Brown Foundation and the Walton Family Foundation¹.

The study found that the Core Knowledge Sequence:

- Provides a broad base of knowledge and a rich vocabulary
- Motivates students to learn and creates a strong desire to learn more
- Promotes the knowledge necessary for higher learning²

The Johns Hopkins study found statistically significant and “educationally meaningful” improvement on test scores at schools that strongly implemented the Core Knowledge Sequence³. Most importantly, and perhaps the best argument for implementing the Core Knowledge Sequence, the study showed the effect of the strong implementation of the curriculum is cumulative, meaning the curriculum produces even more profound results in later grades as it is continuously implemented. The study predicted that gains in the grade levels beyond which the study covered would continue to accelerate. In other words, building a strong knowledge base from the beginning leads to exponentially better results in the end. Based on the proven track record of the Core Knowledge Sequence, the support of the Hillsdale College, BCSI, and the success of other schools following a similar model, FALV is confident its educational goals are achievable.

¹ See Marshall, Michael, Three Year National Study Confirms Effectiveness of Core Knowledge Sequence (Summarizing National Evaluation of Core Knowledge Sequence Implementation: Final Report).

² Id. at “Qualitative Outcomes.”

³ Id. at “Testing Outcomes.”

MEETING THE NEED

TARGETED PLAN

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

Plans for relocation include moving 0.7 miles. FALV's target population remains the same as in FALV's approved charter contract.

Aligned with the mission, FALV's target population is made up of students who desire a content-rich, rigorous and time-tested learning curriculum in an atmosphere that promotes and builds strength of character. FALV believes this educational model should be available for all students in the Las Vegas community regardless of their circumstances. The previous detailed marketing plan and other activities open opportunities for FALV to grow its student population and develop the kind of relationship needed for continued success.

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

As an SPCSA sponsored public charter school, FALV improves and influences public education in Nevada through efforts to reach the targeted population and meet an unfilled need for quality education options for grades K-12 in the targeted community.

STRATEGIC PLANNING

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

- a. Inability to secure facilities/facilities financing;

Funding for the relocation has been secured. In the event that funding was compromised, FALV would remain at its current location.

Difficulty raising philanthropic funding to support the relocation or consolidation in the new location;

Although it is not intended that philanthropic funding will be used to support the relocation, FALV continues to seek alternate sources of funds.

- b. Insufficient talent pipeline/difficulty transferring and recruiting faculty to the new location;

FALV is planning on retaining on all its teachers and staff after the relocation to the new facilities. FALV has been able to find a very strong group of teachers

and staff and strongly believes that the majority of them will not leave after FALV relocates to the nearby facilities. No teacher or staff member has any voiced concern about the relocation.

- c. Insufficient leadership pipeline/difficulty transferring and recruiting school leaders to the new location;

Existing staff and administration will transfer to the new location. Therefore, the long term staffing plan for FALV will not alter from original projections.

- d. Misalignment between the needs of the school which are prompting the relocation or consolidation and the needs of parents who may have selected the current campus due to geographic considerations.

FALV is currently established and in alignment with the neighborhood and does not anticipate any geographic concerns from the currently enrolled families. FALV has communicated the relocation to the parents and has not received any complaints.

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

FALV's facilities experience consists of the four buildings that it is leasing in an industrial park. These four buildings are not contiguous, with a couple of buildings in between the leased buildings. There are three leases among those four buildings. Two of the buildings are leased from two separate entities. The other two buildings are leased from Charter School Development Corporation.

FALV had to oversee the process of building the tenant improvements on its existing leased facilities. FALV worked with a contractor that was hired by a landlord to ensure that the tenant improvements were completed on time. The project succeeded, and the improvements were completed on time. Through this project, the management at FALV learned how to meet government regulations, coordinate with multiple parties, and manage tight deadlines that are demanded by facilities projects. While the relocation will certainly be a more difficult challenge, FALV is confident in its team and staff to accomplish what they need to do.

PARENT AND COMMUNITY INVOLVEMENT

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

FALV believes that grassroots efforts from community members in the neighborhood are the most effective way to educate the public about FALV's program and enrollment opportunities. FALV understands that some students and families may have limited access to the Internet or the means to purchase newspapers on a regular basis. Therefore, FALV employs strong grassroots efforts to provide information on a personal level that both advocates for underserved families and recruits prospective students. FALV's Principal and Board follows up with low income and other underserved students to educate them about the opportunity available at FALV.

Grassroots efforts include:

- **Open Houses are held regularly to explain the school's educational philosophy, its advantages, and encourage enrollment.**
- **Meetings with staff and parents from organizations serving targeted students, including community-based organizations such as churches and community centers.**
- **Attending neighboring sponsored choice fairs and middle school events where elementary and high school choices are highlighted.**
- **FALV's board member contacts and word-of-mouth campaign are a powerful recruitment strategy. FALV's Board is comprised of members that are experienced, professional and embedded in the community. Outreach from the Board, throughout the network of contacts, aids in recruitment and enrollment at FALV.**
- **FALV participates in media opportunities through radio, television and newspaper. Through this outreach medium, FALV not only targets prospective students and their parents, but local businesses and community-based organizations that are also community stakeholders and will act as referral sources.**
- **Maintain a 90+% re-enrollment in subsequent school years and to help grow the school through information sharing with family, neighbors, and friends.**
- **FALV has developed a strong reputation as a trusted school within the community and target population, thereby assisting in FALV's advertising efforts.**

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

To date, the FALV Governing Board has formed a committee of staff and parents. The Board has also held open meetings with the community and the local Neighborhood Area Residents Association (NARA) to share plans and discuss ideas with the residents adjacent to the proposed facility location.

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

FALV has established quality parental and volunteer involvement that will continue upon the relocation of the new campus, including a Parent Teacher Organization with excellent participation that has raised over \$100,000.00 in the first 2 years.

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

FALV plans to bring a number of community resources to students after relocation, including guest speakers, field trips, extracurricular activities, student social activities, prom and other similar events. FALV will not only be a place to learn but also a vital community resource that provides for the social and emotional development of the youth in the community.

FALV also plans to partner with local businesses and community organizations for community events, if possible. FALV believes it has built strong relationships within its existing community and plans to strengthen those relationships as it relocates to its new campus that will be more accommodating to community events, extracurricular activities, special events, and other such activities.

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

Having been part of the target community for over 2 years, FALV will continue to strengthen partnerships and relationships. FALV will build relationships in the community by continuing to make facilities available for community organizations and being involved in serving the community.

The management and staff at FALV will continue to listen carefully to students and community members. Events such as open house meetings and neighborhood choice fairs will allow for close interaction among FALV, students, and community members.

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

The FALV Governing Board has invited NARA and surrounding residents to be part of the planning process. FALV has held open meetings with NARA and residents in the nearby area to share ideas and refine plans that will compliment everyone involved.

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

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

This section is Not Applicable. FALV does not intend to provide services for Pre-K students.

- (1) Identify whether the school plans to offer pre-kindergarten in the first year of operation at the new/consolidated campus or in any subsequent year of the charter term.
- (2) Identify whether the school will offer fee-based pre-kindergarten services. If the school does plan to offer fee-based pre-kindergarten, explain how the school will ensure that parents will be informed both initially and on an ongoing basis that both state and federal law preclude a K-12 charter school from giving admissions preference to students to whom it has previously charged tuition.
- (3) Describe the school's plans for ensuring that the pre-kindergarten program aligns with the mission, vision, and program of the school's other grades and meets all other state requirements.
- (4) Explain how the school's proposed pre-kindergarten program may meet the federal pre-kindergarten expansion grant criteria.

OPERATIONS PLAN

(1) Organization Governance Structure & Board Development:

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

FALV does not anticipate any changes to the governance structure as a result of the relocation to the new facilities.

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

<u>Name</u>	<u>Position</u>	<u>Professional Affiliation / Occupation</u>
Richard Moreno	Chair	Pres. Moreno and Associates
Mark Hesiak, Esq.	Vice-Chair	Associate, Bailey Kennedy
Dr. Jeff Geihs	Secretary	Academic Manager of Turnaround Schools, CCSD, ex High School Principal
Bob Beers, C.P.A.	Treasurer	Councilman, City of Las Vegas
Dr. Stavros Anthony	Board Member	Councilman, City of Las Vegas
Matt Fowers	Board Member	COO, Fullam Enterprises
Brenda Flank, MBA	Board Member	Small Business Owner
Louis J. Markouzis	Board Member	Principal at Lowman Elementary School

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

FALV does not anticipate any changes to the board or board policy after moving to the new site. Because FALV's policies have worked well so far, FALV believes that its best plan of action is to keep the current policies in place.

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

Bob Beers and Stavros Anthony are fellow Las Vegas City Council members. As members of FALV's board, both Bob Beers and Stavros Anthony are fully aware of Nevada's conflict of interest statutes.

In addition, a number of the board members have known each other. Bob Beers and Dr. Stavros Anthony are friends of Richard Moreno. Matt Fowers is the former neighbor of Richard Moreno.

Please see Attachment 13 for the Board's policy on conflicts of interest.

(5) Organization Charts and Decision-Making Authority:

(a) Provide the following organizational charts:

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

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

Please see Attachment 14 for the Board's organizational chart.

The Current Organizational Chart for FALV represents the staffing plan up to a maximum capacity of 702 students. Therefore, the chart represents not only the current situation, but also the vision for 3 and 6 years.

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

FALV is modelled as an alternative K-12 education program. FALV provides students the benefit of a content-rich and academically rigorous classical liberal arts education with a strong civics component. Students are challenged to excel both in academics and in moral discipline. Students learn reading, math, and science through time-tested methods and learn an account of history based on the reading of primary source documents. The Academy's aim is to develop the academic potential and personal character of each of its students, regardless of background, socio-economic status or ability, and to graduate them fully prepared to participate as intelligent, responsible, and active members of their community.

FALV's vision for its students is not limited solely to their academic achievement and scores on standardized tests. Personal responsibility, ethics and discipline are modeled and expected. FALV's students are endowed with a sense of civic responsibility along with a belief in striving for individual achievement. Students educated through the classical approach of FALV become confident individuals with a strong work ethic and embrace, rather than shun, the difficult challenges facing their communities and their country in the 21st century. FALV is organized to produce the leaders Nevada needs for the next generation.

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

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

FALV is fortunate to have a Principal, Timm Petersen who has started and relocated numerous charter schools and private schools over the past 10 years in Texas and Arkansas and a governing board consisting of 8 members including community members, parents, business leaders and educational professionals. The Board is governed in accordance with its bylaws and the duties of Chairman, Vice-Chairman, Treasurer and Secretary, and members include governance, setting school policy, approving curricula and academic models, hiring and evaluation of the Principal and key staff, legal and financial oversight as well as oversight of School and student performance. Standing Board Committees have been established to facilitate the mission and vision of the Founders. The committees are:

Academics Committee: Reports to and make recommendations to the Board on matters related to the academic affairs of the school including but not limited to academic performance, testing, Special Education and ESL performance and compliance, conformity with state and/or district-mandated programs, and faculty performance and development. **Committee on Directors:** Oversee matters pertaining to the Governing Board of Directors and its committees. In particular, the Committee shall be responsible for monitoring and overseeing matters relating to the nomination and performance of directors, the Board's governance processes, and the Board's compliance with applicable legal and regulatory requirements, and ethical programs and policies established by the Board.

Development Committee: Develops fundraising strategies, to recommend policies, and to oversee development activities designed to ensure that the School has the non-public resources, financial and otherwise, needed to carry out the mission and achieve the priorities of the Board.

Engagement Committee: Facilitates constructive communications between the Board, administration, employees, and FALV's families primarily through the use of surveys.

Executive Committee: Acts upon all matters pertaining to the welfare and management of FALV between regular meetings of the Board.

Facilities Committee: Accountable for the school's short, medium, and long-range facilities plan. The role of the Facilities Committee is to collaborate with the Administration, PTO, parent body, and other committees to develop facilities requirements and options and to present recommendations to the Board.

Finance Committee: Oversees the financial affairs of the school and review and make recommendations to the Board about financial policies of FALV.

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

The succession plan for the governing body members and key school leadership is to sustain the school's mission and seek to improve opportunities for students to learn and achieve academically and remain focused on training the minds and improving the hearts of young people. In summary, FALV's succession plan is to have in place qualified and well-trained people on the Board and staff from which to draw should the need arise to replace someone - thereby limiting the time, perhaps 1 to 2 weeks, for replacement and minimizing the impact of such changes to maintain stability of school operations.

STUDENT RECRUITMENT AND ENROLLMENT

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

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

Relocating to the new campus of 0.7 miles away keeps us in the same vicinity to recruit and enroll, therefore giving us the opportunity to reinforce and saturate the currently targeted community.

FALV will continue marketing and communication through the following means:

- **Maintain the FALV website and Facebook page.**
- **Students and families can subscribe to “e-blasts”, Remind, and Infinite Campus message alerts.**
- **Enrollment Forms, Information Packets and written materials can be accessed through the website.**
- **Promotional flyers are distributed to families, community centers and businesses in the target neighborhoods.**
- **FALV creates press releases for local publications to highlight educational highlights and the classical education approach.**
- **Posting signage/billboards on and surrounding the campus.**
- **Sponsoring open house events and other grassroots efforts including word-of-mouth campaigns, radio and television interviews and attending school choice fairs.**

(2) Provide a detailed discussion of the school's track record in recruiting and retaining students that reflect the ethnic, socio-economic, linguistic, and special needs diversity of the current charter school and each campus to at least the level reflected by the attendance zones where the charter school currently operates facilities. Please provide the school's past enrollment and retention performance for all years since the inception of the school broken out by race, ethnicity, language other than English, disability and 504 status, and eligibility for free and reduced priced lunch both as a school and in comparison to the school's current zoned schools.

While FALV does not have information on other current zoned schools, FALV can provide information about itself. FALV currently has 564 students enrolled and 207 students in the waitlist as of September 30, 2016.

Recruiting and Retaining Students:

- Website and electronic promotion – School website was created and is maintained, and a Facebook page is also utilized.
- Create and distribute information packets about Founders Academy for families in the area.
- Promotional flyers and brochures are posted and/or circulated at local community centers.
- Articles and Press Releases have been used in various local newspapers.
- Signage/Billboard on campus and in and around the targeted population.
- Sponsor Open Houses at FALV on a regular basis to stay engaged in the community.
- Staff has distributed flyers and brochures at various Back-to-School Fairs conducted in the Las Vegas community.
- FALV has maintained a 90% plus re-enrollment/retention for both the 2015-16 and 2016-17 school years. The following is a breakdown of FALV's percentages for student retention in the identified years:

	Student Retention
2014-15	NA
2015-16	93.30%
2016-17	98.14%

In addition, please see below for the percentages for special populations enrolled in the identified years:

	Ethnicity %	IEP %	FRL %	ELL %
2014-15	33.25%	6.00%	13.86%	4.16%
2015-16	39.04%	8.60%	14.04%	1.00%
2016-17	40.78%	11.00%	11.17%	3.36%

Please see Attachment 12 for FALV's 2014-2015 Accountability Report for additional information.

(3) Detail how the school's programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the

community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a weighted lottery⁴ which provides additional opportunities for specific target populations to be admitted to the school in a manner consistent with state and federal law; and (5) other enrollment policies and strategies which have had a demonstrated track record of success in dramatically increasing the diversity of student populations in a high achieving charter school to at least the poverty, disability, and ELL profile of the zoned school.

FALV shall adhere to and implement services for special student populations in conformance with all federal, state, and local laws, including but not limited to the Individuals with Disabilities Act (IDEA) and Section 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act of 1990, Bulletin 1706, and other relevant regulations/legislation. The initial evaluation shall consist of procedures to determine the education needs of each student. Identification and screening procedures include:

-An academic interview with the students to assess needs upon enrollment. An evaluation of students' previous school records (if applicable) to determine current cognitive level.

-A request for a student's comprehensive academic history by the School Registrar will determine if a student has a current IEP and appropriate services will be provided. For students exhibiting low cognitive skills, Founders will conduct a pre-assessment upon academy entry with teacher observations and teacher created tests to determine if special education services are needed.

-Using a variety of assessment tools and strategies to gather relevant functional and development information, including information provided by the parent that may assist in determining whether the student is a student with a disability, gifted and talented, an English Language Learner and the content of the student's IEP.

-Using technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.

-Assessment tools and strategies to ascertain relevant information that directly assists teachers and staff in determining the educational needs of the student. Meeting the learning needs of all students begins with thorough identification of learning problems and a professional culture in which all staff strive to solve those problems- whatever they may be. Students' daily schedules will be based on their learning needs, as indicated on placement tests and on-going assessment throughout the year. For example, students in fifth grade may take Algebra I if academic performance indicates a need for more rigorous math instruction. For under-performing students, a dual-certified special education teacher may teach one content area course for all students

⁴ See <http://www.publiccharters.org/wp-content/uploads/2015/09/CCSP-Weighted-Lottery-Policy-factsheet-updated-GS-8-27-2015-2.pdf> for one possible approach in this evolving area of charter school policy.

and then provide self-contained special education instruction or consultation services during other class periods- depending on the learning needs outlined in students' IEPs. During an intensive remediation course designed to provide additional instruction in reading and writing, special education teachers will serve as highly trained linguistic specialists in phonemic awareness, phonics, reading fluency and writing skills and will utilize the Riggs program for remediation. This intensive linguistic training will occur during pullout times and as elective courses for students who demonstrate language-based learning deficiencies. In high school, students will be offered Basic Composition for remediation in writing as well as assistance with writing assignments in content area classes. Furthermore, teachers will provide tutoring sessions weekly to ensure all students receive the academic support they need.

In addition to the school-wide initiatives described above, FALV has the following procedures to meet the unique needs of particular student populations:

- ELL students will be in mainstream classrooms. All ELL students' English speaking skills will be assessed through the Nevada English Language Proficiency Assessment on a yearly basis.

- If a student is identified as Gifted or Talented, through either previous school records or evaluation by an educational psychologist, pre-assessment will be paramount. Using pre-assessment data, the student will be enrolled in courses that meet his or her needs.

- All students on 504 Plans will be placed in the caseload of the special education teacher, who will be responsible for monitoring adherence to the 504 Plan in all subject areas and for providing consultation to teachers regarding accommodations and modifications if needed.

- When students are identified as underperforming and have not been identified as requiring special education services, they will be placed within the RTI process in order to receive the necessary interventions.

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

Annually, reenrollment begins the second week in December and ends the second week in January. Open enrollment begins the first week in January and ends at the end of February.

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

Administration is responsible for monitoring enrollment. 90%+ reenrollment is anticipated based on data from the 2015-2016 and 2016-2017 school years.

FALV expects student retention to maintain at least the historical levels based on the fact that the new facilities will be a significant improvement from the current facilities.

The new facilities will accommodate extracurricular activities, including sports. A common complaint from parents is that FALV does not have adequate athletic facilities for its students. This move will address their concerns and likely improve student retention.

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

Consistent and on-going training are included in FALV's staff development to ensure compliance with the legal requirements.

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

FALV intends to continue to use the student recruitment and retention plan currently in use as it has been successful in meeting FALV's enrollment goals thus far.

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

(a) Minimum Enrollment

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	N/A	N/A	N/A	N/A	N/A	N/A
K	41	41	41	41	41	41
1	41	41	41	41	41	41
2	41	41	41	41	41	41
3	41	41	41	41	41	41
4	41	41	41	41	41	41
5	41	41	41	41	41	41
6	41	41	41	41	41	41
7	41	41	41	41	41	41
8	41	41	41	41	41	41
9	41	41	41	41	41	41
10	34	41	41	41	41	41
11	20	34	41	41	41	41
12	7	19	34	41	41	41
Total	466	498	520	527	527	527

(b) Planned Enrollment

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	N/A	N/A	N/A	N/A	N/A	N/A
K	54	54	54	54	54	54
1	54	54	54	54	54	54
2	54	54	54	54	54	54
3	54	54	54	54	54	54
4	54	54	54	54	54	54
5	54	54	54	54	54	54
6	54	54	54	54	54	54
7	54	54	54	54	54	54
8	54	54	54	54	54	54
9	54	54	54	54	54	54
10	45	54	54	54	54	54
11	27	45	54	54	54	54
12	9	25	45	54	54	54
Total	621	664	693	702	702	702

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

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	N/A	N/A	N/A	N/A	N/A	N/A
K	54	54	54	54	54	54
1	54	54	54	54	54	54
2	54	54	54	54	54	54
3	54	54	54	54	54	54
4	54	54	54	54	54	54
5	54	54	54	54	54	54
6	54	54	54	54	54	54
7	54	54	54	54	54	54
8	54	54	54	54	54	54
9	54	54	54	54	54	54
10	54	54	54	54	54	54
11	54	54	54	54	54	54
12	54	54	54	54	54	54
Total	702	702	702	702	702	702

Please note that FALV's charter is approved for 750 students. At this time, FALV is planning to work with a maximum of 702 students.

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

FALV has a pre-planned maximum capacity of 702 students. The priority is academic achievement, parental involvement and overall student success. The mission of FALV is to train the minds and improve the hearts of young people through a rigorous, classical education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue.

BOARD GOVERNANCE

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

The Board supports a governance philosophy where the Board makes broad policies based on school obligations, mission, and goals, and where the Board provides oversight and governance, focusing on productivity and results. FALV strives to have each Board member bring value to the school through active participation and to sustain cooperation and harmony among the teachers and staff, key stakeholders and the Board. Lastly, FALV recognizes that the success of its school lies in part in its ability to govern with commitment and skill. Key stakeholder groups (including community groups, booster clubs, parent teacher organization, etc.) shall act in an advisory capacity and not have a governance role. It should be noted, however, that recruitment efforts may include members of stakeholder groups onto the Board.

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

FALV understands that as a result of SB509 that FALV may be required to enter into amended and restated charter contracts as a condition of being granted an amendment. FALV will strive to comply with all requests in the event that the Authority requires FALV to develop additional technical amendments and contractual changes as statutory and regulatory requirements evolve.

The purpose of FALV's conflict of interest policy is to protect FALV's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of FALV or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Governing Board and members of committees considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Governing Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the governing board meeting but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the Governing Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Governing Board shall determine whether FALV can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board shall determine by a majority vote of the disinterested Governing Board whether the transaction or arrangement is in FALV's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

a. If the Governing Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If after hearing the member's response and after making further investigation as warranted by the circumstances, the Governing Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action and/or up to immediate termination.

FALV believes that its existing standards and procedures are effective in and will not be making any changes to its Bylaws, Code of Ethics, and Conflict of Interest policy.

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

FALV does not anticipate any relationships that could pose actual or perceived conflicts due to the relocation of FALV's students. Should the board become aware, FALV's policy is to disclose conflicts of interest immediately and follow appropriate procedures addressing such conflict if a conflict of interest is determined.

According to the Nevada Ethics in Government Manual, as provided by the Nevada Commission on Ethics, a public office is a public trust and shall be held for the sole benefit of the people, and a public officer or employee must commit himself to avoid conflicts between his private interests and those of the general public whom he serves. FALV's policies are designed to supplement and meet these ideals.

FALV understands that SB509 included broad changes in charter school authorizing and accountability and will strive to comply with any new requirements posed by the Authority as accountability standards evolve.

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

To date, the FALV Governing Board has formed a committee of staff and parents. The Board has also held open meetings with the community and the local Neighborhood Area Residents Association (NARA) to share plans and discuss ideas with the residents adjacent to the proposed facility location.

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

Parents at FALV have been informed about the relocation. To FALV's knowledge, no parent has provided any objection to this project.

If a stakeholder sends a significant negative complaint, FALV will consider any comments seriously, and FALV's board will vote upon such matters. The new facilities will be 0.7 miles away and will provide sports and other activities. A common complaint from parents is that FALV does not have adequate athletic facilities for its students. This move will address their concerns. In the unlikely event that a negative issue would be brought forward by a stakeholder, then those concerns would be amply discussed by the board.

SERVICES

(1) Provide a description of how the school leadership team will support operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below. In this space and in the finances section, demonstrate how you will fund the provision of these services.

- (a) Transportation: Describe your plans for providing student transportation. If the school will not provide transportation, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance for students whose parents may have selected the former campus due to transportation accessibility.

FALV does not provide student transportation.

- (b) Food Service: Outline your plans for providing food service at the relocated or consolidated campus, including whether and how you will be your own school food authority or will contract with another provider. If the school will not provide food service, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.

A cost effective lunch program is available to students with the option to provide lunch from home. To date, these options have not become an issue with FALV's families. If a concern arises, FALV will develop a plan to meet the needs of FALV's families.

- (c) Facilities maintenance (including janitorial and landscape maintenance) for the new/consolidated facility.

FALV's current janitorial staff and independent contractors will transition to the new location. A landscape maintenance company will be hired for the exterior premises.

- (d) Safety and security (include any plans for onsite security personnel) for the new/consolidated facility.

FALV's current security staff will transition to the new location and on-site cameras and monitoring equipment will be relocated. FALV's current security will be more than sufficient for the new campus and facility.

FACILITIES

(1) Describe the school's capacity and experience in facilities acquisition and development, including managing build-out and/or renovations, as applicable. Provide a description and analysis of any construction or development delays which have impacted a school or campus calendar and schedule in the past and a discussion of any organizational or operational adjustments that have been made to prevent recurrence in the future.

FALV's facilities experience consists of the four buildings that it is leasing in an industrial park. These four buildings are not contiguous, with a couple of buildings in between the leased buildings. There are three leases among those four buildings. Two of the buildings are leased from two separate entities. The other two buildings are leased from Charter School Development Corporation.

FALV had to oversee the process of building the tenant improvements on its existing leased facilities. FALV worked with a contractor that was hired by a landlord to ensure that the tenant improvements were completed on time. The project succeeded, and the improvements were completed on time. Through this project, the management at FALV learned how to meet government regulations, coordinate with multiple parties, and manage tight deadlines that are demanded by facilities projects. While the relocation will require more attention and coordination, FALV has been through these kinds of challenges before and is prepared to meet them.

FALV has never had to adjust its organizational structure or board due to facilities challenges. FALV believes that its current staff is adequately prepared to meet these challenges.

(2) Detail the school's plan for the future of the facility which it is vacating, identifying all tasks, activities, and costs related to vacating the facility, including moving expenses, lease termination, subletting, or sale of the facility. Describe contingency plans in the event that any sublease or other critical path assumption falls through.

The existing leases are still a work in progress. FALV is searching for tenants for its existing facilities either on a sublease or new lease basis. So far, FALV has found two schools that are interested in taking on FALV's existing leases.

(3) Identify the entity responsible for acquiring and maintaining school facilities and describe that entity's relationship to both the school and any management organization. If costs related to the facility will be borne by the proposed school's education management organization or a related party such as a foundation, it should identify the level of capital support the organization (or related party) is willing to provide to the school.

Founders Academy of Las Vegas will be the purchasing entity. There will be no third party involvement.

(4) If a proposed facility has been identified and requires no construction or renovation prior to the commencement of instruction, please provide:

Land has been identified and will require construction. Not Applicable.

- (a) The physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4
- (b) A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5
- (c) A copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet as Attachment 6
- (d) The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any familial or business connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7
- (e) A copy of the Certificate of Occupancy at Attachment 8
- (f) Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as Attachment 9
- (g) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10

(5) If a proposed facility has not been identified or the proposed facility requires any construction or renovation prior to occupancy by the full student body, please provide:

- (a) Either a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit the documentation required in 1(a) for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 4 **OR** the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4

The new facilities will be 0.7 miles away and will provide sports and other activities. A common complaint from parents is that FALV does not have adequate athletic facilities for its students. This move will address their concerns.

FALV will construct a campus onto a portion of land on parcel # 138-01-401-003 at the intersection of Leon Avenue and Alexander Road in Las Vegas, Nevada 89130.

- (b) Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 5 **OR**, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5

FALV will comply with all local, state, and federal regulations as required. FALV will submit the required reports from NAC 386.3265 if FALV has not done so already. Please see Attachment 5 for the executed purchase and sale agreement and amendments to the agreement.

- (c) Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 6 **OR**, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance that the school will submit final documentation in compliance with NAC 386.3265 as Attachment 6

FALV will comply with all local, state, and federal regulations as required. FALV will submit the required reports from NAC 386.3265 if FALV has not done so already. Please see Attachment 6 for the proposed floor plan.

- (d) Either a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 7 **OR**, If a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7

FALV will submit the required reports from NAC 386.3265 if FALV has not done so already. Please see Attachment 7, "Information on Current Landowner."

- (e) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 8

FALV will comply with all local, state, and federal regulations as required. FALV will submit the required reports from NAC 386.3265 if FALV has not done so already. Please see Attachment 8A for the detailed construction project plan and timeline and Attachment 8B for the Certificate of Occupancy.

- (f) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 9

FALV will comply with all local, state, and federal regulations as required. FALV will submit the required reports from NAC 386.3265 if FALV has not done so already. Please see Attachment 9 for the code inspection report from the Department of Building & Safety.

- (g) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10

To be completed upon completion of the building.

- (6) For schools which are seeking to occupy multiple facilities over several years, please list the number of facilities you project operating in each of the next six years and identify all potential target jurisdictions at the county and municipal levels, including any unincorporated areas.

FALV intends to develop new campuses in Nevada. At this time, we are concentrating on this relocation. Upon completion of this project, FALV will develop a strategic plan to “train the minds and improve the hearts of young people” and reach out to as many young Nevada citizens as possible.

- (a) Describe the strategy and process for identifying and securing multiple facilities, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, bond or third party financing, etc.
- (b) Charter school facilities must comply with health and safety requirements and all other mandates prescribed in statute and regulation. In addition, charter schools must be prepared to follow applicable county and municipal review procedures which vary significantly between jurisdictions. Schools are expected demonstrate that they have thoroughly researched the different local requirements and adjust their permitting, construction, and inspection timelines accordingly. Discuss the research and planning that has occurred to date for each of the targeted jurisdictions, including both municipalities and unincorporated areas. Provide documentation of the current inspection and approval processes and timelines for the state, municipal, or county agencies within your proposed jurisdictions which will issue each Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of Attachment 8. Provide documentation of building, fire, safety, health and sanitation code compliance inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all such code inspections within your proposed jurisdictions, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of Attachment 9.

(7) Please include the organization's plans to finance these facilities, including:

- (a) Total project cost for each facility

FALV will acquire land and finance a new ground up construction project to be completed in August 2017. The project is expected to cost \$8.7 million, in addition to purchasing property for \$1.5 million, and paying off short-term debt for approximately \$435,000. This is the only project, as FALV will not be acquiring any other facilities at this time.

- (b) Financing and financing assumptions

FALV seeks to finance the acquisition of land and construction with tax-exempt and taxable bonds. Please see below for the sources and uses of the expected bond financing:

	Tax-Exempt	Taxable	Total
Par Amount	12,430,000	900,000	13,330,000

	Tax-Exempt	Taxable	Total
Project Fund & Repay Soft Costs	8,700,000	-	8,700,000
Purchase of Property	1,500,000	-	1,500,000
Short-Term Debt Payoff	-	434,723	434,723
Capitalized Interest Fund	1,450,167	105,000	1,555,167
Debt Service Reserve Fund	533,800	38,650	572,450
Cost of Issuance	131,627.24	168,372.76	300,000
Underwriter's Discount	116,972.74	149,627.26	266,600
Additional Proceeds	-2,566.61	3,626.94	1,060.33

(c) Total facility costs that the financial model can handle – debt service + lease + maintenance + utilities + etc. for each facility and for the network as a whole

The projections below show that the income derived from the new campus will be able to support the debt service on the proposed bond financing, with above 1.10x maximum annual debt service ('MADS') coverage, as typically required by charter school bond covenants, starting in FY 2019. Please note that capitalized interest covers debt service paid on FY 2018 so that FALV will effectively not be paying net debt service in FY 2018.

	PROJECTED			
	FY 2018	FY 2019	FY 2020	FY 2021
State Revenue	3,999,258	4,279,666	4,467,074	4,526,272
Local Revenue	210,472	217,336	224,004	227,761
Total Revenue	4,209,730	4,497,003	4,691,077	4,754,033
Certificated Salaries	1,288,991	1,328,131	1,367,271	1,406,411
Classified Salaries	395,216	395,216	395,216	395,216
Employee Benefits	591,421	602,581	613,772	624,992
Instruction	426,141	439,578	453,009	466,982
Support Services	390,550	1,209,803	1,329,834	1,370,710
Total Expense	3,092,319	3,975,309	4,159,102	4,264,311
Δ in Net Assets	1,117,411	521,693	531,977	489,722
+ Building Lease	-	809,787	920,067	950,900
Income Avail. for DS	1,117,411	1,331,480	1,452,044	1,440,622

PRO FORMA				
OPERATING RATIOS	FY 2018	FY 2019	FY 2020	FY 2021
PF Ann DS Coverage	N/A	1.39x	1.46x	1.41x
PF MADS Coverage	0.98x	1.16x	1.27x	1.26x
Operating Margin	26.5%	11.6%	11.3%	10.3%
LEVERAGE RATIOS	FY 2018	FY 2019	FY 2020	FY 2021
PF MADS-to-Revenue	27.2%	25.5%	24.4%	24.1%
PF MADS-to-Expenses	37.0%	28.8%	27.5%	26.8%

(8) SPCSA schools coordinate emergency management with local authorities. Explain your process to create and maintain the school's Emergency Management Plan required by the State of Nevada. Include the types of security personnel, technology, equipment, and policies that the school will employ. Who will be primarily responsible for this plan? Does the school anticipate contracting with the local school district for school police services at the new/consolidated facility? How will the school communicate with and coordinate with lead law enforcement agencies and other public safety agencies at the new/consolidated facility?

FALV currently has a Crisis Response Plan (CRP) and works with the Metropolitan Police Department (Metro). Upon completion of the new facility, Metro will be invited to tour and provide insight into concerns to include in the update of the CRP. FALV administrators are responsible for implementation of the CRP. Campus Security consists of staff members of FALV and will relocate to the new campus. Cameras from existing campus will be relocated to provide surveillance of both inside and outside of the facility.

(9) Discuss the types of insurance coverage the school will secure as a result of the expanded scope of operation and the attendant risks, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability insurance for staff and students, indemnity, directors and officers, automobile, and any others required by Nevada law or regulation. As the minimum coverage required by Nevada law and regulation is intended as a baseline requirement for schools which operate at a significantly smaller scale, schools requesting an amendment are expected to research the levels of and types of insurance coverage typically required of and obtained by large schools and districts in this and other states, including but not limited to Arizona, California, Colorado, the District of Columbia, Massachusetts, and New York, and crosswalk those levels of coverage with those the school intends to obtain to ensure that the governing body and network leadership is fully cognizant of the complexity of risk management in a large school context.

FALV currently holds all required insurance certificates and will increase liability coverage as enrollment increases and will increase worker's compensation coverage as staffing increases.

FINANCIAL PLAN

(10) Provide a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative in. Include the following:

- (a) Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.
- (b) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of Attachment 10. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.
- (c) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.
- (d) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.

Revenue assumptions for the per-pupil revenue are as follows:

DSA:

Calculated at 2016 - 2017 rates with no increases

SPED & Kinder grant funding:

Calculated at 2016 - 2017 rates with no increases

Enrollment assumptions are as follows:

Current enrollment is 564 as of September 30, 2016

Projected enrollment for 17 - 18 school year is 621

Projected enrollment for 18 - 19 school year is 664

Projected enrollment for 19 - 20 school year is 693

Projected enrollment for 20 - 21 school year is 702

Staffing assumptions:

Increase staff by 2.5 full time employees for school year 2017 - 2018

Increase staff by 1 for each subsequent year

Expenses assumptions:

Increases for expenses range from a 2% to 5% COLA

(11) Submit a completed financial plan for the proposed new/consolidated campus as Attachment 11. The format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

Please see Attachment 11 for the financial plan.

(12) In the case of a multi-site school: submit, as Attachment 12, a detailed budget for the school at the network level. The format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative.

FALV intends to have one campus in Las Vegas at this time. Not Applicable.

(13) Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.

FALV does not plan to rely on having fundraising money to support its programming as it moves into the new campus. However, FALV does receive donations for athletic equipment, teacher assistance, classroom material assistance, and others. Last year, FALV received \$78,500 in donations, of which \$50,000 was for teacher bonuses. This year, FALV projects to receive \$82,000 in donations, of which \$50,000 is for teacher bonuses.

ATTACHMENT 1 - LETTER OF TRANSMITTAL



September 30, 2016

September 30, 2016

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

Dear Mr. Gavin:

On behalf of Founders Academy of Las Vegas ("FALV"), we would like to thank the State Public Charter School Authority for the opportunity to submit our 2016 Charter School Facilities Amendment Request. Please accept the enclosed 2016 Charter School Facilities Amendment Request and supporting attachments.

We plan to construct a campus onto a portion of land on parcel #138-01-401-003 at the intersection of Leon Avenue and Alexander Road in Las Vegas, Nevada 89130. The proposed location is 0.7 miles southeast of our existing location. We request an amendment to our charter contract to relocate our operations to the proposed location.

In preparing this request, we gathered information from the governing body and staff employed by our school. We understand that we are legally accountable for the promises and commitments made by us to the students and surrounding community. Our Board of Directors unanimously voted in favor of the 2016 Charter School Facilities Amendment Request on July 13, 2016.

We included our responses and a number of attachments as outlined by the table of contents. Please let us know if you need any additional information.

Thank you for your consideration.

Rich Moreno
Chairman of the Board

ATTACHMENT 2 - NOTICE OF BOARD MEETING



NOTICE OF GOVERNING BOARD MEETING FOR FOUNDERS ACADEMY OF LAS VEGAS

Notice is hereby given that the Governing Board of Founders Academy of Las Vegas Charter School will conduct a public, special session board meeting at **5:00 p.m. on Wednesday, July 13th, 2016**. This meeting will be via teleconference. The call in number is (712) 432-0490 access code 767630*. Members of the public have the opportunity to listen to discussions and votes by the members at the Founders Academy of Las Vegas.

Attached is an agenda of all items scheduled to be considered. Unless otherwise stated, items might be taken out of the order presented on the agenda, combined for consideration, or removed from the agenda at any time, at the discretion of the Chairperson.

Reasonable efforts will be made to assist and accommodate physically impaired persons desiring to attend the meeting. Contact Founders Academy at (702) 998-8368.

The supporting materials are available for the public at the meeting or may be requested by contacting Founders Academy at bmanager@foundersacademylv.com.

The public is hereby noticed that the FALV Chairman reserves the right to take agenda items out of posted order, and items may be pulled or removed from the agenda at any time and items may be combined for consideration. A time for public comment is provided at the beginning and at the conclusion of the meeting. Individuals providing testimony should fill out a Visitor Card, which will be numbered in order received by the Board Assistant. Time limit: A time limit (three minutes) will be imposed by the FALV Chair on public testimony in order to afford all members of the public who wish to comment an opportunity to do so within the timeframe available.

This Notice and Agenda have been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations:

1. Rainbow Library, 3150 N. Buffalo Dr., Las Vegas, NV 89128
2. Centennial Hills Library, 6711 N. Buffalo Dr., Las Vegas, NV 89131
3. Starbucks, 6020 W. Craig Road #110, Las Vegas, NV 89130
4. Founders Academy of Las Vegas 4025 N. Rancho Dr., Las Vegas, NV 89130
5. Founders Academy of Las Vegas Website, www.foundersacademylv.com

FOUNDERS ACADEMY OF LAS VEGAS

"In the footsteps of the Founders"



**FOUNDERS ACADEMY OF LAS VEGAS GOVERNING BOARD
AGENDA**

July 13, 2016 5:00PM

(Action may be taken on those items denoted “for possible action”)

1. Call to order
2. Roll call
3. Approval of Agenda (For Possible Action)
4. Public Comment (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)
5. Approval of Minutes from 6/7/16 Meeting (For Possible Action)
6. Discussion and Approval of Charter School Management Company and Founders Education Legacy as Educational Management Organizations to comply with NAC 386 (For Possible Action)
7. Discussion and Approval to Request an Amendment to occupy a new facility which neither increases enrollment beyond the contractual cap, nor reduces current enrollment or grade levels. (For Possible Action)
8. Discussion and Acceptance of the EMO Revenue Expenditure Reports received from both Charter School Development Corporation and Founders Education Legacy to comply with NAC 386 (For Possible Action)
9. Discussion of Budget-to-Actual Report through May, Presented by David Fike, Charter School Management Company (For Discussion)
10. Board Member Comments
11. Public Comment. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

12. Discussion of next scheduled meeting (For Possible Action)

13. Adjournment. (For Possible Action)

ATTACHMENT 3 - MINUTES OF BOARD MEETING



FOUNDERS ACADEMY OF LAS VEGAS GOVERNING BOARD
July 13, 2016 5:00 p.m.
Teleconference

MINUTES of MEETING
(Unapproved)

Agenda Item 1. Meeting called to order by Chairman Moreno at 5:00 p.m..

Agenda Item 2. Roll Call was conducted.

Board Members Present:

Rich Moreno, Brenda Flank, Jeff Geihs, Stavros Anthony and Mark Hesiak joined at 5:02 p.m..

Board Member Absent:

Bob Beers and Matt Fowers

D'Ann Blatt stated that a quorum was established.

Audience Attendance:

Nick Driver

David Fike

FALV Staff Attendance:

Timm Petersen

D'Ann Blatt

Agenda Item 3. Approval of Agenda

No changes. Agenda accepted as written.

Agenda Item 4. Public Comment

Chairman Moreno asked if any of the members of the public in attendance would like to comment. No members came forward.

Agenda Item 5. Approval of Minutes from Meetings on 6/7/16

Minutes stand as approved.

Agenda Item 6. Discussion and Approval of Charter School Management Company and Founders Education Legacy as Educational Management Organizations to comply with NAC 386.402

Mark Hesiak moved that if it is finally determined by the SPCSA Board that CSMC is providing services to FALV that qualify CSMC as an Education Management Organization under the laws of Nevada, FALV will petition to amend its charter to include its contract with CSMC. Motion seconded by Brenda Flank. Unanimously approved.

Mark Hesiak moved that if it is finally determined by the SPCSA Board that Founders Education Legacy is providing services to FALV that qualify Founders Education Legacy as an Education Management Organization under the laws of Nevada, FALV will petition to amend its charter to include a contract with Founders Education Legacy.

Motion seconded by Brenda Flank. Unanimously approved.

Mark Hesiak moved that the Finance Committee draft a proposed contract with Founders Education Legacy that includes the details of the employee leasing that are being provided and includes a provision that Founders Education Legacy will collect no fees from FALV for providing those services.

Brenda Flank seconded. Unanimously approved.

Agenda Item 7. Discussion and Approval to Request an Amendment to occupy a new facility which neither increases enrollment beyond the contractual cap, nor reduces current enrollment or grade levels.

Mark Hesiak moved to request an amendment to occupy a new facility that neither increases enrollment beyond the contractual cap, nor reduces current enrollment or grade levels.

Brenda Flank seconded. Unanimously approved.

Agenda Item 8. Discussion and Acceptance of the EMO Revenue Expenditure Reports received from both Charter School Development Corporation and Founders Education Legacy to comply with NAC 386.405 (For Possible Action)

Mark Hesiak moved to accept the year-end Revenue Expenditure Report provided by CSMC.

Brenda Flank seconded. Unanimously approved.

Mark Hesiak moved to accept the year-end Revenue Expenditure Report provided by FEL.

Jeff Geihs seconded. Unanimously approved.

Agenda Item 9. Discussion of Budget-to Actual Report through May, Presented by David Fike, Charter School Management Company (Discussion Only)

David Fike stated overall expense totals were on track with the exception of the expense for the Hillsdale Training. June should close with a positive cash balance. We are officially in budget year 2016-2017.

Agenda Item 10. Board Member Comments

None.

Agenda Item 11. Public Comment

Chairman Moreno asked if any of the members of the public in attendance would like to comment. No members came forward.

Agenda Item 12. Discussion of next scheduled meeting

Teleconference- Tuesday, July 19, 2016 at 5:00p.m..

Agenda Item 13. Adjournment

Mark Hesiak moved to adjourn. The meeting was adjourned at 5:47 p.m. on July 13, 2016.

Unapproved Minutes Approved on: _____

Signed by: _____

Richard Moreno, Chairman- Founders Academy of Las Vegas Governing Board

ATTACHMENT 4 - ASSESSOR'S PARCEL MAP

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.



MAP LEGEND

- PARCEL BOUNDARY
 - SUB BOUNDARY
 - PM/D BOUNDARY
 - ROAD EASEMENT
 - MATCH / LEADER LINE
 - HISTORIC LOT LINE
 - HISTORIC SUB BOUNDARY
 - HISTORIC PM/D BOUNDARY
 - SECTION LINE
- CONDOMINIUM UNIT
 - AIR SPACE PCL
 - RIGHT OF WAY PCL
 - SUB-SURFACE PCL
- 001 ROAD PARCEL NUMBER
- 001 PARCEL NUMBER
- 1.00 ACREAGE
- 202 PARCEL SUB/SEC NUMBER
- PB 24-45 PLAT RECORDING NUMBER
- 5 BLOCK NUMBER
- 5 LOT NUMBER
- GLS GOV LOT NUMBER

ASSESSOR'S PARCELS - CLARK CO., NV.

Michele W. Shafe - Assessor

BOOK

T20S R60E

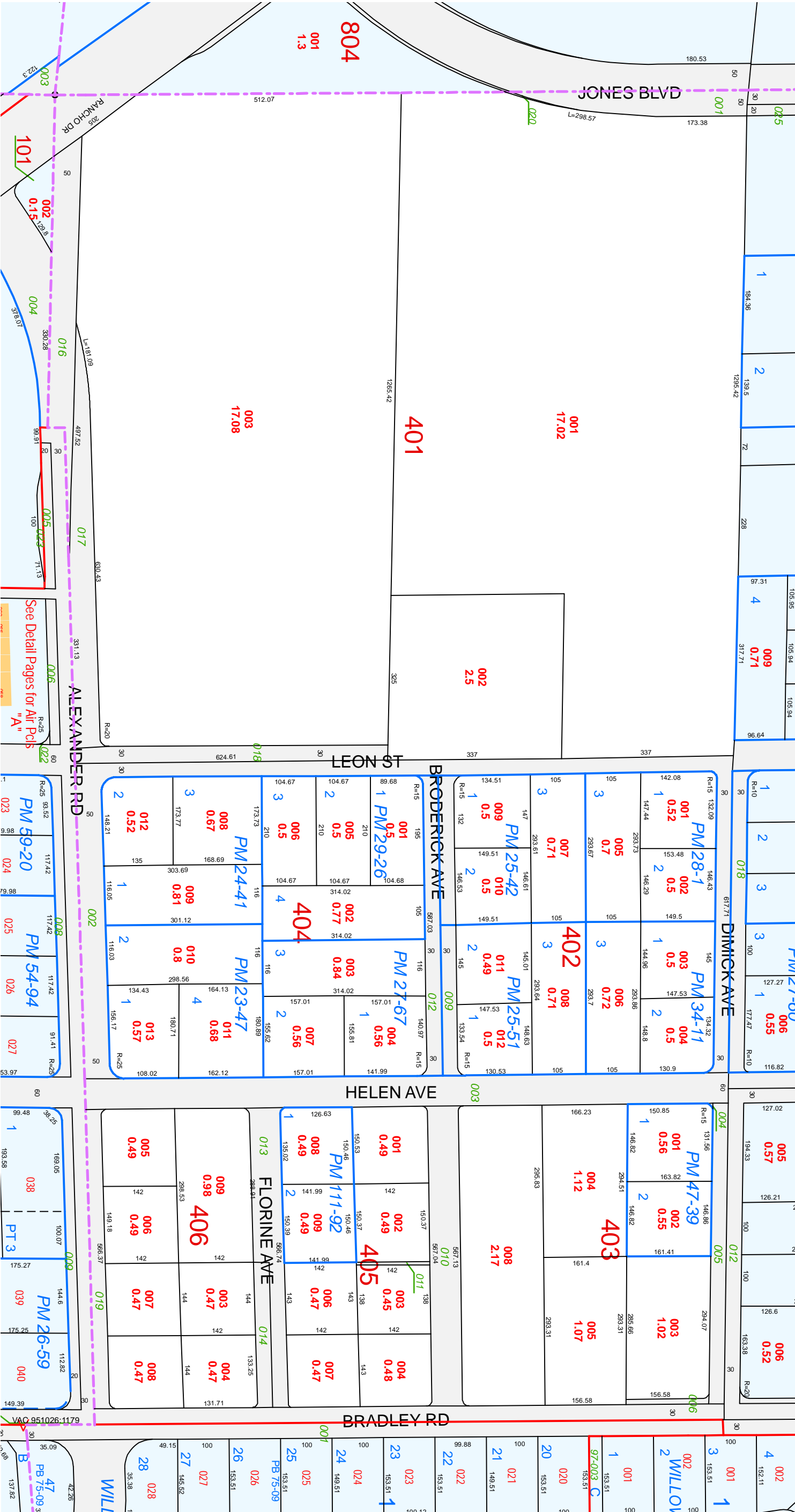
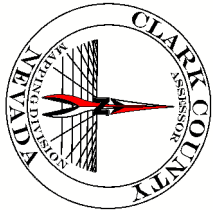
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MAP

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138-01-4



ATTACHMENT 5A- EXECUTED PURCHASE & SALE AGREEMENT

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of this 13 day of May 2016 (the "**Effective Date**"), by and between PRE RANCHO JONES LLC, a Nevada limited liability company ("**Seller**"), and FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation ("**Buyer**"). Seller and Buyer are sometimes collectively referred to herein as the "**Parties**" or individually as a "**Party**."

RECITALS:

A. Seller owns the Property (as defined in Section 1 of this Agreement).

B. Buyer wishes to purchase the Property from Seller and Seller desires to sell the Property to Buyer upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENTS:

1. **Purchase and Sale.** Seller hereby agrees to sell and Buyer hereby agrees to buy that certain real property comprising approximately 6.11 acres of land, and any improvements thereon, located near the intersection of North Rancho Drive and North Jones Boulevard, Las Vegas, Clark County, Nevada (being a portion of Clark County Assessor Parcel Number 138-01-401-003) (the "**Land**"), which is shown on that certain plan entitled "Short 40, Parris Robinson Eastern, LLC ALTA/ASCM Land Title Survey" prepared by G.C. Wallace Companies attached hereto as Exhibit A (the "**Survey Plan**") such real property being more particularly described on **Exhibit "A,"** attached hereto and incorporated herein by this reference, along with all rights and privileges appurtenant thereto, including, without limitation, all appurtenances, oil and gas rights, privileges, easements, water and mineral rights and any right, title or interest in and to any land lying in any adjacent public street or road benefitting such property (the "**Property**"), upon the terms and conditions set forth herein.

2. **Purchase Price.** The purchase price shall be One Million Three Hundred Thousand Dollars (\$1,300,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable as follows:

2.1 Within three Business Days after the execution of this Agreement by the Parties, Buyer shall deposit Ten Thousand Dollars (\$10,000.00) into Escrow (as defined in Section 3 of this Agreement) as earnest money for this transaction (the "**Earnest Money Deposit**" and, together with any interest earned on the Earnest Money Deposit, the "**Earnest Money**"). Escrow Agent (as defined in Section 3 of this Agreement) shall deposit the Earnest Money Deposit into a federally-insured depository account acceptable to Buyer and, at Buyer's option, such account shall bear interest which shall be credited to Buyer, or, in the event the Earnest Money Deposit is returned to Buyer, such interest shall be paid to Buyer; and

2.2 At the Closing (as defined in Subsection 3.2 of this Agreement), the Earnest Money shall be applied toward the Purchase Price and Buyer shall deposit the balance of the Purchase Price by cashier's check or wire transfer of immediately available funds to the account of Escrow Agent.

3. **Escrow.** This Agreement concerns that certain Escrow No. NCS-792519 (the "**Escrow**") at First American Title Insurance Company, National Commercial Services ("**Escrow Agent**").

3.1 The opening of escrow (the “**Opening of Escrow**”) shall be the date on which: (i) this Agreement has been signed by the Parties; (ii) this Agreement has been received by Escrow Agent; (iii) the Earnest Money Deposit has been received by Escrow Agent; and (iv) Escrow Agent has executed the “Agreement and Consent By Escrow Agent” appended hereto. Escrow Agent shall immediately notify the parties indicated under Subsection 14.1 hereof, in writing, of the date of the Opening of Escrow.

3.2 The close of escrow (the “**Closing**” or the “**Closing Date**”) shall be defined as the recording, with the Clark County Recorder, Clark County, Nevada, of all documents necessary to legally transfer marketable, fee simple title to the Property to Buyer and, except as otherwise permitted herein or as otherwise agreed between the Parties in writing, shall occur within 30 days after the expiration of the Approval Period. Upon 48 hours’ prior written notice to Seller and Escrow Agent, Buyer shall have the right to waive any unused portion of this Closing period and accelerate the Closing.

3.3 This Agreement, along with any standard-form escrow instructions, shall constitute escrow instructions for Escrow Agent. Any standard-form escrow instructions shall be construed as applying solely to Escrow Agent’s engagement, and if there are any conflicts between such standard-form escrow instructions and this Agreement, this Agreement shall govern and control. Any provisions in the standard-form escrow instructions: (i) pertaining to the procedure for cancellation are superseded by this Agreement; and (ii) indemnifying Escrow Agent for negligence or granting any broker or other third party any interest in the Escrow are hereby deleted.

4. **Personal Property.** The Property shall include, without limitation, at no additional cost to Buyer and free and clear of all liens and encumbrances, all fixtures and permanently attached or affixed improvements to the real property located in, on or about the Property, including, without limitation any: utility lines and systems; water lines and systems; electrical distribution systems and fixtures; lighting fixtures; telephone distribution systems, lines, jacks and connections; data-communications distribution systems, wiring, lines, jacks and connections; and fencing (if any).

5. **Prorations; Costs.** All property taxes, assessments and other real-property charges (if any) shall be prorated as of the Closing Date. At or before the Closing, Seller shall pay: (i) for the cost of an ALTA extended-coverage owner’s policy of title insurance in the amount of the Purchase Price; (ii) one half of the fees and costs of Escrow; and (iii) all costs to document the transfer of the Property to Buyer. At or before the Closing, Buyer shall pay: (a) the cost differential between the cost of the ALTA extended-coverage owner’s policy of title insurance in the amount of the Purchase Price and the cost of the ALTA extended-coverage owner’s policy of title insurance in the amount of the purchase financing; (b) one half of the fees and costs of Escrow; (c) the cost of any title policy endorsements requested by Buyer or its lender and the cost of any survey updates; and (d) all fees and costs associated with the purchase financing of the Property, including, without limitation, the cost of the loan policy of title insurance. Each Party shall pay its own legal and accounting costs. All other costs and expenses shall be allocated or prorated as of the Closing Date in the manner customary in Clark County, Nevada, for transactions of this type.

6. **Title Insurance.** At the Closing and as a condition to Buyer’s obligations hereunder, the title insurer must furnish and deliver to Buyer an ALTA extended-coverage owner’s policy of title insurance and to Buyer’s lenders an ALTA extended-coverage loan policy of title insurance (or the unconditional commitment of title insurer to issue such policies), issued in the full amount of the purchase financing or loan amount as the case may be, insuring the priority of the deed of trust for Buyer’ lender and insuring Buyer that marketable, fee-simple title to the Property is vested in Buyer effective as of the Closing Date, subject only to those exceptions permitted by Buyer or its lenders in writing, together with all title endorsements required by Buyer or its lenders. Buyer shall pay the cost of any endorsements as requested

by Buyer or its lenders. In the event the title insurer is unwilling or fails to issue the title policy to Buyer at the Closing (or an unconditional commitment to do so) that satisfies all the conditions and requirements contained in this Section 6, then Buyer, at its option may terminate this Agreement by notice to Seller and Escrow Agent at any time prior to the Closing. In the event Buyer exercises such termination right, Escrow Agent shall refund the Earnest Money to Buyer.

7. **Buyer's Feasibility Contingencies.** Until 6:00 p.m. (local time) on that date that is sixty (60) calendar days from the Opening of Escrow (which period shall be referred to herein as the "**Feasibility Period**"), Buyer shall have the absolute right to terminate this Agreement for any reason whatsoever (or no reason); provided however, that until Buyer so terminates, Buyer shall proceed in good faith to carry out Buyer's preliminary investigations with respect to the Property. Unless Buyer gives written notice of termination prior to the expiration of the Feasibility Period, Buyer shall be deemed to have waived its right to terminate under this Section 7. All costs associated with Buyer's investigations and entitlement of the Property shall be borne by Buyer, except as otherwise provided herein (including Seller's obligation to replat the Property at Seller's expense). In the event Buyer decides to terminate this Agreement under this Section 7, Buyer shall, by written notice transmitted to Seller and Escrow Agent, notify Seller and Escrow Agent of Buyer's election to terminate this Agreement, whereupon this Agreement shall terminate and be of no further force or effect whatsoever (excepting only those provisions that expressly survive the termination of this Agreement). Seller hereby agrees to reasonably cooperate with Buyer to facilitate Buyer's investigations and further, grants Buyer, its agents, employees and independent contractors, the right to enter across and upon the Property for the purposes contemplated by this Agreement. Buyer agrees to repair any damage to the Property caused by Buyer, its agents, employees or independent contractors in connection with Buyer's investigation of the Property and the conducting of studies with respect thereto, and agrees to indemnify and hold Seller free and harmless from any loss, liability, cost, expense and reasonable attorneys' fees should Buyer fail or refuse so to do, or as may otherwise be incurred by reason of the exercise of the right of entry herein granted. This indemnity shall survive the Closing or the termination of this Agreement. Notwithstanding the foregoing, upon 48 hours' prior written notice to Seller and Escrow Agent, Buyer shall have the right to waive any unused portion of the Feasibility Period and accelerate the Closing.

7.1 **Phase I Environmental Report.** At its option and expense, Buyer may have a Phase I Environmental Assessment, and such other environmental studies as Buyer deems necessary (the "**Environmental Report**"), prepared for the Property by licensed and certified environmental engineers of Buyer's choosing.

7.2 **Title.** Seller shall be obligated to deliver good, free record and marketable fee simple title to the Property subject only to any encumbrances or restrictions of record that are not expressly objected to by Buyer within the time period provided for in Section 7.3 below, or to which objection is subsequently waived by Buyer (collectively, the "Permitted Exceptions"). Notwithstanding the foregoing, such Permitted Exceptions expressly exclude any existing deeds of trust or other lien, or any lis pendens, judgment liens or other encumbrances that secures a liquidated sum of money that encumber the Property, or any portion thereof (collectively, the "Non Permitted Liens"), all of which Seller shall be obligated to be release on or before the Closing. Within five (5) Business Days after the Effective Date, Seller shall deliver full-sized copy and an electronic copy of the Survey Plan to Buyer and cause the Title Company to deliver to Buyer a Preliminary Title Report, together with true, complete and the most legible copies of all documents referred to therein (together, the "Title Report"). Seller shall not alter the condition of title during the pendency of the Escrow except as expressly provided herein.

7.3 Survey. Buyer, at its expense, shall cause Seller's Survey Plan of the Property to be updated by a registered land surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" established in 2016 (the "**Updated Survey**"), which Updated Survey shall be acceptable to Escrow Agent (and the title insurer), Buyer, Buyer's attorney and Buyer's lenders, and certified accurate and correct to the title insurer, each participant in the project financing, Buyer, Buyer's lenders and their respective agents. The Updated Survey: (i) shall set forth the legal description and gross area of the Property; (ii) shall locate all items indicated on "Schedule B" of the Title Report that are capable of physical representation; (iii) shall certify Table A items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 13, 14, 16; (iv) shall contain all information needed to issue the ALTA, extended-coverage owner's policy of title insurance, and any endorsements thereto; and (v) may contain such other information as Buyer may reasonably require. Seller agrees, at no monetary cost to Seller, to cooperate with Buyer in obtaining the Updated Survey, including, without limitation, directing its surveyor or civil engineer to work with Buyer to produce the Updated Survey.

7.4 Property Valuation. At its option and expense, Buyer may have the Property appraised by a MAI-certified appraiser for the purpose of establishing an opinion of value (the "**Appraisal**").

7.5 Other Investigations. Buyer, at its sole cost, shall have until the expiration of the Feasibility Period to procure or conduct and approve such economic studies, soil tests, engineering reports, flood hazard reports, system tests or inspections, entitlements and feasibility studies (including zoning, use and occupancy restrictions but excluding any intrusive excavation or other tests without Seller's prior consent), as Buyer may deem necessary or desirable. Buyer will provide Seller with copies of all final nonproprietary reports, plans, surveys or results prepared by third parties (collectively, the "**Investigation Results**") generated by its investigations promptly following receipt thereof by Buyer, however, such delivery shall be without any representation and/or warranty to Seller with respect to the accuracy, completeness or reliability of any such Investigation Results. Buyer agrees to indemnify, defend and hold harmless Seller from any loss, claim, costs or damages incurred by Buyer with its third-party consultants in connection with its investigations of any portion of the Property, and such agreement shall survive termination of this Agreement. Buyer agrees that it will not allow any liens to be filed on any portion of the Property prior to the Closing and agrees to promptly restore or repair any damage caused by its inspections. Prior to any entry on the Property by Buyer or its agents before the Closing, Buyer shall secure and maintain or cause its consultants or agents to obtain (and provide certificates thereof to Seller) a comprehensive general liability and property damage policy in an amount of not less than One Million Dollars (\$1,000,000) per occurrence with a deductible (or self-insured retention) in an amount reasonably acceptable to Seller, which will (i) cover the activities of Buyer and its agents and consultants on the Property, (ii) include coverage for owned and non-owned vehicles, and (iii) name Seller as an additional insured thereunder.

7.6 Disapproved Exceptions or Defects. Buyer shall have until the expiration of the Feasibility Period, to review and to give Seller and Escrow Agent written notice of any objections in Buyer's sole and absolute discretion, to any environmental issue, title exception, title defect, defect in the Updated Survey, zoning or use restrictions, other feasibility issue, encroachment or other property concern whatsoever (collectively a "**Property Issue**"), which is unacceptable to Buyer. If Buyer gives notice of its objection as to any Property Issue prior to the expiration Feasibility Period, Seller shall have until 6:00 p.m. (local time) on the third Business Day following receipt of Buyer's objections (but in no event later than five (5) Business Days prior to the Closing Date) to notify Buyer and Escrow Agent whether Seller will eliminate such disapproved Property Issue.

7.6.1 If Seller elects, at its sole discretion, costs and expense, to eliminate any Property Issue to which Buyer objects, Seller shall use its reasonable commercial efforts to eliminate the same on or before the earlier of: (i) 6:00 p.m. (local time) on the date which is 10 days after the expiration of the Feasibility Period; or (ii) 6:00 p.m. (local time) on the day which is five (5) Business Days prior to the Closing Date.

7.6.2 If Seller elects in its sole discretion not to eliminate any Property Issue to which Buyer objects or, having agreed to correct such Property Issue, fails to do so within the time periods permitted herein, Buyer shall have the option to: (i) extend the time for Seller's elimination of such Property Issue if so requested by Seller; (ii) accept title subject to such disapproved Property Issue; or (iii) terminate this Agreement and both Parties shall thereupon be relieved of all further obligations hereunder (excepting only those obligations that expressly survive the termination of this Agreement). Buyer shall exercise such option by giving written notice of extension, acceptance or termination to Seller and Escrow Agent on or before 6:00 p.m. (local time) on the third Business Day after Buyer receives notice of Seller's election not to cure such objection(s) or Seller's time for eliminating such Property Issue expires (but in no event shall such notice be delivered later than the Closing Date).

7.6.3 If Seller has elected neither of the alternatives specified in Subsections 7.6.1 or 7.6.2 of this Section 7, it shall be conclusively presumed that Seller has elected not to eliminate any Property Issue to which Buyer objects and Buyer may, by written notice transmitted to Escrow Agent and Seller, elect any of the options specified in Subsection 7.6.2 hereof. Buyer shall exercise such option by giving written notice to Seller and Escrow Agent on or before 6:00 p.m. (local time) on the third Business Day after Seller's election period expires (but in no event shall such notice be delivered later than the Closing Date).

7.7 Additional Defects. In the event any new Property Issue arises after Buyer's initial receipt of an Environmental Report, Title Report, Updated Survey, governmental requirements or other Property report, the procedure as to the added exceptions or defects shall repeat the procedure as defined in this Section 7 and, if repeating such procedures cannot be accomplished prior to the scheduled Closing Date, Buyer shall have the option to reasonably extend the Closing Date for the minimum period of time required to complete the repeated procedures, but in any event, not more than 45 days.

7.8 Failure to Object. Buyer's failure to object to any Property Issue before the expiration of the Feasibility Period, or to timely terminate following receipt of Seller's notice that Seller will not eliminate or cure Buyer's objections, if any, shall be deemed an acceptance of the Property Issue(s) and a waiver of Buyer's right to terminate this Agreement under this Section 7.

8. Seller Documents; Investigation; Wells; Cooperation; Seller's Obligations.

8.1 Seller Documents. On or before the date that is ten (10) Business Days after the Opening of Escrow, Seller shall deliver to Buyer any of the following items that Seller or its agents have in their possession or control: (i) copies of any leases or use agreement affecting the Property; (ii) a list of and copies of all continuing warranties that apply to any improvements on the Property; (iii) a copy of current property taxes that apply to the Property; (iv) a list of and copies of any maintenance or service contracts that apply to the Property or improvements thereon; (v) copies of all documents relating to existing loans related to the Property; (vi) existing Property surveys; (vii) existing environmental assessments of the Property; (viii) copies of any other Property inspections or reports; (ix) copies of any current assessments or other governmental encumbrances affecting the Property; and (x) copies of any and all county or city related entitlements, zoning and permitting information relevant to the Property.

8.2 Wells. If any wells (including dry wells) are located on the Property, Seller shall deliver to the Escrow Agent for the benefit of Buyer, before the Closing, a copy of properly-filed registration for such wells that are in Seller's possession. Escrow Agent is hereby authorized to file a Change of Well Information form with the appropriate state or local agency.

8.3 Cooperation. The Property is part of a larger tract of land consisting of multiple parcels. Seller and Buyer agree to cooperate in the platting, planning and approval process to permit development of the Property by Buyer for its purposes while at the same time providing for the rights of Seller to pursue redevelopment of larger parcels. During the Feasibility Period, Seller and Buyer agree to work cooperatively to meet with regulatory officials and identify the appropriate permitting process for the Seller's parcels and the Property and to share all information and reports developed by either Seller or Buyer regarding access, utilities, site conditions and other site constraints. Seller and Buyer shall also negotiate in good faith any necessary agreements related to easements, access, restrictions, covenants, utilities or other matters as shall be reasonably required by any governing authority to close on the sale of the Property.

8.4 Plat.

8.4.1 Platting Period. Seller, at its sole cost and expense, shall prepare and obtain approval from all applicable governmental authorities of a plat (the "**Plat**") of the Property as is required in order to convey the Property as a separate legal parcel at Closing (including obtaining a separate assessor parcel number for the Property). Seller agrees that, within five (5) Business Days after the Opening of Escrow, Seller will engage one or more licensed and qualified surveyors or civil engineers to prepare the Plat and thereafter reasonably pursue completion of the Plat. Seller will provide periodic progress reports to Buyer, not less frequently than monthly, of the status of the Plat and updates of the approval timeline. For purposes hereof, the "Platting Period" shall be the period from the Opening of Escrow until the date which is ninety (90) days thereafter or such earlier date on which the final plat of the Property is approved. Upon completion and final approval of the Plat by all required parties, Seller shall cause the Plat to be filed in the appropriate map, plat or real property records of Clark County, Nevada and, in any event, before Closing.

8.4.2 Extensions. In the event that Plat has not been approved by the date which is five (5) days prior to the expiration of the Platting Period, then the Buyer or the Seller may extend the Platting Period for an additional thirty (30) days ("**Extended Platting Period**") by written notice to the other party delivered not later than the scheduled expiration of the Platting Period during which Seller will continue its efforts to obtain the approval of the Plat. If (i) applicable government authorities deny approval of the Plat during the Platting Period or Extended Platting Period, or (ii) the Preliminary Plat has not been approved on or before the last day of the Platting Period or Extended Platting Period as the case may be, Buyer shall have the right to cancel this Agreement by written notice to Seller delivered no later than two (2) Business Days after expiration of the Platting Period or Extended Platting Period, as the case may be, whereupon this Agreement shall terminate without recourse to the parties (except for indemnification and other obligations which survive termination), and Buyer shall receive a refund of the Earnest Money. Buyer agrees that the termination right set forth in this Subsection 8.4(b) is solely for Seller's inability to obtain the approval of the Plat.

8.5 Approvals.

8.5.1 Approval Period. As used herein, the term "**Approvals**" shall mean (i)

any necessary change in zoning classification of the Property to accommodate Buyer's intended development of the Property as a charter school and related improvements (the "Project"); and (ii) any and all state and local land use permits and site approvals necessary to develop the Property for the Project. Notwithstanding the foregoing, Approvals shall be limited to governmental entitlements, including zoning, site and use approvals, and shall not include building or sign permits or other approvals based on construction drawings of Buyer's proposed improvements. As used herein the term "**Approval Period**" shall mean the period beginning at the expiration of the Feasibility Period and extending until the date that all Approvals are obtained or denied (and all appeal rights are exhausted). Buyer and Seller will share all information and reports developed by either Seller or Buyer regarding access, utilities, site conditions and other site constraints; provided, however, that such information and reports shall be delivered without any representation and/or warranty as to the accuracy, completeness or reliability of such information or reports.

8.5.2 Pursuit of Approvals. Buyer agrees that it will submit all necessary applications for Approvals during the Feasibility Period and thereafter reasonably pursue the issuance of all such Approvals. Buyer will provide periodic progress reports to Seller, not less frequently than monthly, of the status of the Approvals and updates of the permitting timeline and will provide Seller advance notice and the opportunity to attend meetings with regulatory authorities and public hearings relating to the Approvals. Seller agrees to cooperate fully with Buyer to facilitate zoning approvals at the earliest possible date. For all purposes of this Agreement, an Approval shall not be deemed to have been obtained until all appeal periods related thereto have expired. Seller agrees to cooperate, at no cost to Seller (except as expressly set forth in this Agreement), in Buyer's efforts to obtain the Approvals, including executing applications as owner of the Property or authorizing Buyer to make such applications within five (5) Business Days of Buyer's request for such signatures or authorization, provided all information in such application is complete, accurate and consistent with the terms hereof. Notwithstanding anything to the contrary contained herein, the Approval Period shall be deemed to have expired immediately upon Buyer obtaining the Approvals and any unexercised right to terminate this Agreement under this Subsection 8.5.3 of this Subsection 8.5 shall be null and void upon Buyer obtaining such Approvals.

8.5.3 Termination Right. If Buyer is unable to obtain the Approvals, then Buyer shall have the right to cancel this Agreement by written notice to Seller, whereupon the Earnest Money shall be returned to Buyer, and thereafter this Agreement shall be void without recourse to the parties, except for obligations which expressly survive termination. Buyer agrees that the termination right set forth in this Subsection 8.5.3 is solely for Buyer's inability to obtain all necessary Approvals for the Project as determined by Buyer in Buyer's sole discretion and for no other reason. If Buyer fails to exercise the foregoing termination right in the time frames required hereby, time being of the essence, then Buyer shall be deemed to have waived its termination rights under this Subsection 8.5.3 and the Earnest Money shall be deemed nonrefundable except as maybe otherwise provided for herein. If Buyer terminates this Agreement pursuant to the termination right set forth in this Subsection 8.5.3, Buyer shall deliver and assign, to the extent assignable, to Seller all of Buyer's right, title and interest in and to any and all Approvals which have been obtained with respect to the Project together with all applications and plans related thereto (excluding any Proprietary Information), within a reasonable period after such termination date. Buyer and Seller agree to execute and deliver a commercially reasonable form of assignment and assumption in connection therewith; provided, however, any such assignment shall be made by Buyer to Seller without any representation and/or warranty as to the accuracy, completeness, reliability, effect, enforceability and/or assignability of such Approvals or related plans.

8.6 No Opposition. As a material inducement to Seller to enter into this Agreement

with Buyer, Buyer agrees that it will not appeal or oppose, directly or indirectly, the development or operation of all or any portion of any land owned by Seller, its successors, assigns, or its affiliates (other than the Land being acquired by Buyer) except that the foregoing shall not restrict Buyer from opposing the issuance of permits and approvals for the construction and operation of any of the following uses on land owned by Seller, its successors, assigns or affiliates that lies within a distance of 500 feet of the property lines of the Land being acquired by Buyer: (i) bars, nightclubs or similar businesses whose primary source of revenue is the sale of alcoholic beverages; (ii) so called “adult entertainment” businesses, including without limitation, massage parlors, escort services, facilities with nude or partially nude models or dancers, or other retail stores or theaters that feature XXX rated movies, videos or other pornographic materials; or (iii) any use that violates any governmental site approvals or statutory or regulatory restrictions of the State of Nevada, Clark County, the City of Las Vegas, the Nevada Department of Education or the State Public Charter School Authority.

8.7 Covenant to Improve Property. Buyer agrees that, without the prior written consent of Seller, Buyer will not use or permit any successor, assignee or third party to use, the Property for uses other than as a not for profit charter school and ancillary uses operated concurrently with and in conjunction with a not for profit charter school on the Property (the “Approved Uses”) until the Approved Uses have been opened for business and operated for at least one (1) business day on the Property. This covenant shall be satisfied, terminated and extinguished upon the recording by Buyer of a copy of a certificate of occupancy for the Approved Uses or an affidavit or other evidence indicating that the Approved Uses have been open and operating on the Real Property for one (1) day. Buyer agrees that any conveyance of all or any portion of the Property by deed, lease or otherwise, to any unaffiliated third party prior to the satisfaction of the foregoing covenant shall be subject to the following: (i) Buyer shall give not less than thirty (30) days prior written notice of such conveyance, and (ii) Buyer shall provide written notice to the transferee of the Property of this provision and shall provide Seller with a written agreement by the transferee to be bound by this covenant. This Subsection 8.7 shall not apply to any mortgagee, construction lender or other lender exercising its rights under any deeds of trusts or other financing liens granted to finance the Project. Buyer agrees that Seller shall have the right to enforce the foregoing covenant by any and all legal or equitable remedies, including, without limitation, injunctive or other relief. This provision shall survive the Closing, but not the termination of this Agreement, and will be binding on successors, assigns and transferees of Buyer.

9. Pre-Closing and Closing Requirements.

9.1 On or before the date that is two Business Days before the Closing Date, Seller shall deliver to the Escrow Agent, to be held by Escrow Agent for the benefit of Buyer:

9.1.1 an executed and acknowledged Special Warranty Deed, in the form attached hereto as **Exhibit “B.”**

9.1.2 a certificate of non-foreign status acceptable to Buyer and Escrow Agent, stating that Seller is not a foreign “person” and is a United States “person,” as defined in the Internal Revenue Code of 1986, as amended (the “**Code**”).

All documents and instruments required by this Subsection 9.1 must be acceptable to Buyer and its legal counsel.

9.2 At the Closing, Buyer shall deliver to the Escrow Agent for the benefit of Seller:

9.2.1 an executed Affidavit of Property Value; and

9.2.2 the balance of the Purchase Price, as required by Subsection 2.2 of this Agreement.

All documents and instruments required by this Subsection 9.2 must be acceptable to Seller and its legal counsel.

9.3 Buyer and Seller shall execute such further closing documents or instruments as may be reasonably necessary or contemplated by this Agreement.

9.4 Exclusive possession of the Property shall be delivered to Buyer at the Closing.

10. **Seller's Representations and Warranties.**

10.1 Seller hereby represents and warrants to Buyer that:

10.1.1 Seller is the owner of 100 percent of fee simple title to the Property and has not conveyed, granted, optioned, assigned or otherwise transferred any estate or interest in the Property to any other party;

10.1.2 To Seller's knowledge, there are no contracts, leases, liens, encumbrances, claims of liens or encumbrances, or any defects, or claims of defects to the title to the Property which do not appear in the Title Report;

10.1.3 To Seller's knowledge, there are no pending or threatened claims, actions, suits or proceedings relating to Seller or the Property which could have an adverse effect on the title to or the use of the Property, or which could interfere with the consummation of this Agreement;

10.1.4 Neither Seller nor the Property is the subject of any bankruptcy, insolvency or probate proceeding;

10.1.5 To Seller's knowledge, there are no condemnation proceedings, special taxes or assessments pending or contemplated by any governmental authority, nor violations of any city, county, state or federal zoning, safety, building, fire or health laws, codes, statutes, ordinances, regulations or rules filed, pending, issued or threatened in regard to the Property;

10.1.6 Seller has paid for all services, labor, materials, rentals, machinery, fixtures and tools furnished with 180 days immediately preceding the Closing and relating in any way to the Property or in connection with any construction, alteration or repair of any structure or improvement on the Property;

10.1.7 Except as disclosed in any Phase 1 Reports delivered by Seller to Buyer, Seller has not received any report, study advisory or notice that the Property, or any adjacent properties, are affected by, contaminated or contain any recognized environmental condition or hazardous materials (as "recognized environmental condition" and "hazardous material" are defined or used in any applicable federal, state or local environmental laws, regulations or ordinances);

10.1.8 Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada, and has full power and authority to enter into and to perform its obligations under this Agreement. The person executing this Agreement on behalf of Seller has full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement;

10.1.9. Each entity action on the part of Seller and its constituents which is required for the execution, delivery and performance by Seller of this Agreement and each of the documents and agreements to be delivered by Seller at the Closing has been duly and effectively taken;

10.1.10 This Agreement and each of the documents and agreements to be delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a court of law or equity);

10.1.11 Neither the execution of this Agreement nor the performance by Seller of its obligations under this Agreement will result in any breach or violation of: (i) to Seller's actual knowledge, the terms of any law, rule, ordinance, or regulation; or (ii) any decree, judgment or order to which Seller or any affiliate or constituent member of Seller is a party now in effect from any court or governmental body. The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under Seller's organizational documents or any indenture, mortgage, lease, agreement or other instrument to which Seller is a party or by which Seller or any of its assets may be bound; and

10.1.12 Seller is not nor will be (i) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") list of restrictions and prohibit persons ("**Prohibited Person**") (which lists can be accessed at the following web address: <http://www.ustreas.gov/offices/enforcement/ofac/>), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224 dated September 23, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; or (iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

10.2. Continuing Disclosure; Survival. Seller further represents and warrants that each of its representations and warranties made herein shall be true and accurate upon execution of this Agreement, throughout the term of the Escrow and at and upon the Closing. If Seller is notified or becomes aware, at any time prior to and including the Closing Date, of any information that would make its representations and warranties made herein materially untrue, inaccurate or misleading, Seller shall immediately notify Buyer and Escrow Agent of the same in writing. Seller's representations and warranties, as made herein, shall survive the Closing and any termination of this Agreement for 180 days following the Close of Escrow.

10.3 Property Maintenance. Seller agrees that it shall not: (i) enter into any leases, lease amendments or other agreements related to the Property with third parties that will not be terminated, discharged or released at or prior to the Closing; (ii) grant any third parties any rights to possession or use of the Property that will not be terminated, discharged or released at or prior to the Closing; or (iii) otherwise encumber the Property in any manner that will not be terminated, discharged or released at or prior to the Closing.

10.4 No Further Warranty. Except as expressly set forth in this Agreement, Buyer acknowledges that: (i) Seller is selling the Property in its “AS IS” and “WHERE IS” condition; and (ii) Seller has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate Buyer for same; (iii) Buyer will undertake all such physical inspections and examinations of the Property as Buyer deems necessary or appropriate under the circumstances, and that based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its agents and officers, and Buyer is and will be fully satisfied that the purchase price is fair and adequate consideration for the Property; (iv) except as expressly set forth in this Agreement and documents at Closing, Seller is not making and has not made any warranty or representation with respect to all or any part of the Property (including, but not limited to, any matters contained in documents made available or delivered to Buyer in connection with this Agreement) as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose. All of the provisions of this Section 10.4 shall survive the Closing and/or termination of this Agreement.

11. Buyer’s Representations and Warranties. Buyer hereby represents and warrants to Seller that:

11.1 Buyer is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, is qualified to do business in the State of Nevada and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Buyer have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement;

11.2 Each entity action on the part of Buyer and its constituents which is required for the execution, delivery and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been duly and effectively taken;

11.3 This Agreement and each of the documents and agreements to be delivered by Buyer at the Closing, constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors’ rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a court of law or equity);

11.4 Neither the execution of this Agreement nor the performance by Buyer of its obligations under this Agreement will result in any breach or violation of: (i) to Buyer’s actual knowledge, the terms of any law, rule, ordinance, or regulation; or (ii) any decree, judgment or order to which Buyer or any constituent member of Buyer is a party now in effect from any court or governmental body. The execution and delivery of this Agreement and performance by Buyer of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under Buyer’s organizational documents or any

indenture, mortgage, lease, agreement, or other instrument to which Buyer is a party or by which Buyer or any of its assets may be bound; and

11.5 Buyer is not nor will be (i) conducting any business or engaging in any transaction or dealing with any person appearing on the OFAC list of Prohibited Persons, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224 dated September 23, 2001, relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”; or (iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

11.6 Litigation/Bankruptcy. Buyer has not, and no affiliate of Buyer has, filed for bankruptcy protection or made a general assignment for the benefit of creditors and there is no pending litigation that will interfere with Buyer’s ability to perform its obligations hereunder or Seller’s ability to enforce such obligation.

11.7 Continuing Disclosure; Survival. Buyer further represents and warrants that each of its representations and warranties made herein shall be true and accurate upon execution of this Agreement, throughout the term of the Escrow and at and upon the Closing. If Buyer is notified or becomes aware, at any time prior to and including the Closing Date, of any information that would make its representations and warranties made herein materially untrue, inaccurate or misleading, Buyer shall immediately notify Seller and Escrow Agent of the same. Buyer’s representations and warranties, as made herein, shall survive the Closing and any termination of this Agreement for 180 days.

12. Default; Remedies.

12.1 In the event Buyer breaches this Agreement, and such failure continues for five days after written notice of breach is given by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. The Parties hereby agree that the amount of the Earnest Money shall be and constitutes liquidated damages for Buyer’s breach of this Agreement, Buyer and Seller acknowledging and agreeing that it is difficult or impossible to determine the actual damages Seller would suffer as a result of Buyer’s breach of this Agreement and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. In the event of a termination pursuant to this Section 12.1, Buyer shall pay any costs of cancellation required by Escrow Agent. Except as expressly stated otherwise herein, Buyer shall not have any further liability for any obligation created under this Agreement. Seller waives all other rights and remedies arising by reason of Buyer’s breach, except for those that are expressly stated to survive the termination of this Agreement. Notwithstanding anything to the contrary, the foregoing limitations on Seller's remedies shall not apply to Buyer's indemnification obligations set forth in this Agreement.

12.2 In the event Seller breaches this Agreement and such failure continues for five days after written notice of breach is given by Buyer to Seller, Buyer may elect to: (i) terminate this Agreement by written notice to Seller and Escrow Agent, in which event Buyer shall be entitled to the return of its Earnest Money, Seller shall pay any costs of cancellation required by Escrow Agent and Buyer shall be entitled to recover Buyer’s direct, out-of-pocket costs incurred pursuant to this Agreement, including attorneys’ fees; or (ii) proceed with the purchase of the Property, in which event Buyer shall be entitled to specific performance of this Agreement, which election to pursue specific performance of this

Agreement must be made, if at all, within 45 days after Seller's five-day cure period following the notice required in this subsection. The remedies provided in this Subsection 12.2 shall be Buyer's sole remedies and Buyer waives all other rights and remedies arising by reason of Seller's breach, except for those that are expressly stated to survive the termination of this Agreement. Notwithstanding anything to the contrary, the foregoing limitations on Buyer's remedies shall not apply to Seller's indemnification obligations set forth in this Agreement.

13. **Condemnation; Risk of Loss.** In the event of the condemnation (or sale in lieu thereof) of any material part of the Property prior to the Closing, Buyer shall have the right to either: (i) terminate this Agreement by written notice to Seller, in which event Buyer shall be entitled to the return of its Earnest Money and this Agreement shall be of no further force or effect whatsoever; or (ii) elect to receive all awards or payments made for the Property by the condemning authority and to which Seller may have been entitled, and thereupon Close the purchase-and-sale transaction contemplated by this Agreement and pay the Purchase Price as provided herein. In either event, Buyer shall be entitled to its own claim for damages as against the condemning authority for all of Buyer's damages arising from the taking or incurred under this Agreement, including, without limitation, lost profits, loss of property appreciation, costs of feasibility studies, planning associated with the development and use of the Property, costs of cancellation required by Escrow Agent, attorneys' fees and other damages and documented costs incurred. The risk of loss by damage, destruction, casualty or otherwise shall be on Seller until the Closing, and thereafter upon Buyer.

14. **General Provisions.**

14.1 **Notices.** Notwithstanding any contrary provision of the standard-form escrow instructions, all notices required or permitted under this Agreement shall be in writing and shall be deemed received upon personal delivery to Seller, Buyer or Escrow Agent (by hand delivery or courier), three days after being sent by registered or certified United States mail, return receipt requested, postage fully prepaid, or one day after being sent by a reputable, overnight express-mail service, addressed to Escrow Agent or the respective Parties at their respective addresses set forth below, or to such other address as Escrow Agent or either Party shall, from time to time, specify in the manner provided herein:

If to Seller: PRE Rancho Jones LLC
c/o Eastern Real Estate LLC
120 Presidential Way, Suite 300
Woburn, MA 01801
rmurphy@eastern-re.com

If to Buyer: Mr. Rich Moreno
Founders Education Legacy, Inc.
4025 North Rancho Drive
Las Vegas, Nevada 89130
nvrch@gmail.com

With copy to: Terry D. Warren, Esq.
Warren Charter Law, PLC
7702 East Doubletree Ranch Road
Suite 300
Scottsdale, Arizona 85258
twarren@warrencharterlaw.com

With a copy of all
Notices to:

First American Title Insurance Company
National Commercial Services
2425 E. Camelback Road, S-300
Phoenix, AZ 85016
Tel: 602-567-8111
Fax: 602-567-8101
sfhunter@firstam.com

14.2 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns.

14.3 Tax Reporting. Escrow Agent, as the party responsible for closing the transaction contemplated hereby within the meaning of Section 6045(e)(A) of the Code, shall file all necessary information reports, returns, and statements (collectively, the “**Tax Reports**”) regarding the transaction required by the Code, including, but not limited to, the Tax Reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold Buyer, Seller and their respective attorneys and brokers harmless from and against any and all claims, costs, liabilities, penalties or expenses resulting from Escrow Agent's failure to file the Tax Reports Escrow Agent is required to file pursuant to this Subsection 14.3.

14.4 Brokers. Seller agrees to pay Newmarket Advisors a commission on the purchase and sale of the Property as required by separate agreement. Except for the commission to Newmarket Advisors, each Party represents to the other that they have not used any broker, finder or salesperson in connection with the transaction contemplated by this Agreement. If any other person or entity should assert a claim to a fee, commission or other compensation as a broker, finder or salesperson in connection with this transaction, the Party under whom the broker, finder or salesperson is claiming shall indemnify and hold harmless the other Party against and from any such claim or any action or proceeding brought on such claim (including, without limitation, attorney and witness fees and court costs in defending against such claim).

14.5 Time Periods. Unless expressly stated otherwise, any computation of time periods permitted or required herein stated in “days” shall mean calendar days. Any day which is not a Saturday, Sunday or legal holiday and on which Escrow Agent's offices are open for business is referred to herein as a “Business Day.” The time for performance of any obligation or other action under this Agreement shall be deemed to expire at 6:00 p.m. (local time) on the last day of the applicable time period provided for herein. If the time for performance of any obligation or other action under this Agreement expires on a day which is not a Business Day, the time for performance shall be extended to the next succeeding Business Day.

14.6 Attorney's Fees. If attorneys are engaged, or any action is brought, by either Party in respect of its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court costs, expert witness fees, fees paid to investigators, arbitration costs and costs of appeal.

14.7 Time is of the Essence. Time is of the essence with respect to the performance of all terms, conditions, and provisions of this Agreement.

14.8 Counterparts; Signatures. This Agreement, and any amendments or modifications thereto between Buyer and Seller, may be signed in counterparts, with each counterpart to be deemed an

original and all of which shall constitute the entire document. Facsimile and portable-document-format (“pdf”) signatures shall be fully binding upon the Parties and shall be deemed as if originals.

14.9 Governing Law. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by, the internal, substantive laws of the State of Nevada, without reference to any choice-of-law or conflicts-of-law principles or provisions. Suit to enforce any provision of this Agreement or to obtain any remedy with respect thereto shall be brought in the Clark County District Court, Clark County, Nevada, or the United States District Court, District of Nevada – Las Vegas; and each Party hereto expressly and irrevocably consents to the jurisdiction of said courts.

14.10 Headings and Captions. Captions, headings and subheadings are for the convenience of the reader only and shall not alter the interpretation of any provision or be used in construing this Agreement.

14.11 Severability. To the fullest extent possible each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Agreement is declared entirely void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

14.12 Waivers. The waiver by one Party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement, nor shall it be considered to be a waiver by that Party of any other covenant or condition under this Agreement. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. No waiver shall be binding unless executed in writing, signed by the Party to be bound.

14.13 Survival of Indemnities; Attorneys’ Fees. Notwithstanding any provision contained in this Agreement, it is specifically agreed that all indemnity provisions contained in this Agreement shall survive any rescission or termination (if such indemnities are time limited, to the extent of such limitation) and likewise the provisions of Subsection 14.6, entitled “Attorneys’ Fees,” shall also survive any rescission or termination.

14.14 Entire Agreement: Amendment. This Agreement, together with all exhibits attached to and incorporated herein, is the entire agreement between the Parties covering everything agreed upon or understood in connection with the sale of the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement or in effect between the Parties. No modification or addition may be made to this Agreement except by a written agreement executed by the Parties.

14.15 Assignment. Provided that (a) Buyer is not in default of its obligations under this Agreement beyond any applicable notice and cure period, (b) Buyer provides (i) prior written notice thereof to Seller not less than two (2) Business Days before the Closing Date and (ii) on or before the Closing Date, a fully executed original of an assignment and assumption agreement to Seller, and (c) the proposed assignee is an affiliate of Buyer (defined as an entity that is at least partially owned by Buyer or such individuals or entities that control Buyer and/or which is controlled and/or managed by Buyer or such individuals or entities that control and/or manage Buyer), Buyer shall have the right to assign its rights and delegate its duties under this Agreement; provided, however, that Buyer shall remain liable for

the obligations of the buyer under this Agreement accruing prior to such assignment and in no event shall any assignment delay the Closing Date. Except as set forth in the preceding sentence, Buyer may not assign, transfer or convey its rights or obligations under this Agreement at any time without the prior written consent of Seller, which Seller may withhold in its reasonable discretion.

14.16 1031 Exchange. The Parties agree to cooperate with each other if either or both of them elect to consummate the transaction(s) contemplated by this Agreement as a like-kind exchange of property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "**Exchange**"), which cooperation shall include executing documents therefor, provided that the requesting Party is not in default of its obligations under this Agreement and the following terms and conditions are satisfied: (a) the exchanging Party provides prior written notice to the other Party not less than five (5) Business Days prior to the Closing Date, (b) the exchanging Party provides the other Party with copies of all exchange documents that must be executed by the other Party not less than five (5) Business Days prior to the Closing Date; (c) the non-exchanging Party shall in no way be obligated to pay any facilitator charges, escrow costs, brokerage commissions, title charges, survey costs, recording costs or other charges incurred with respect to the Exchange; (d) in no way shall the Closing be contingent or otherwise subject to the consummation of the Exchange, and the Escrow shall timely Close in accordance with the terms of this Agreement despite any failure, for any reason, to consummate the Exchange; (e) the non-exchanging Party shall have no responsibility or liability to any third party involved in the Exchange; (f) the non-exchanging Party shall not be required to make any representations or warranties nor assume any obligations, including but not limited, incurring any debt, taking title to any other property, expending any sum, or incurring any liability whatsoever in connection with the Exchange; (g) neither Party's rights against the other Party under this Agreement, nor either Party's obligations under this Agreement, shall be reduced or excused in any manner as the result of the Exchange; and (h) the exchanging Party shall indemnify, defend and hold the non-exchanging Party harmless from and against any and all causes, claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, court costs and costs of appeal, as a result of or in connection with the Exchange.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

PRE RANCHO JONES LLC, a Nevada limited liability company

By: Brian Kelly

Printed Name: Brian J. Kelly

Title: Manager

FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation

By: _____

Printed Name: _____

Title: _____

PRE RANCHO JONES LLC, a Nevada limited liability company

By: _____

Printed Name: _____

Title: _____

FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation

By: WR Moreno

Printed Name: W. RICHARD MORENO

Title: Pres

5-13-16

AGREEMENT AND CONSENT BY ESCROW AGENT

First American Title Insurance Company, as Escrow Agent, hereby agrees to: (i) accept the foregoing Purchase Agreement and Escrow Instructions as escrow instructions for the purchase and sale of the Property; (ii) act as Escrow Agent to close the transaction contemplated by this Agreement and to secure title insurance under said Agreement in consideration of its fees normally charged in such transactions; and (iii) be bound by this Agreement in the performance of its obligations as the Escrow Agent.

Dated this ____ day of May 2016.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION

[TO BE ADDED UPON RECEIPT OF TITLE REPORT AND UPDATED SURVEY]

EXHIBIT B**FORM OF SPECIAL WARRANTY DEED**

When Recorded Mail To:
 Terry D. Warren, Esq.
 Warren Charter Law, PLC
 7702 East Doubletree Ranch Road
 Suite 300
 Scottsdale, Arizona 85258

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, PRE RANCHO JONES LLC, a Nevada limited liability company (“**Grantor**”), does hereby sell and convey to FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation (“**Grantee**”), the following described real property, situated in Clark County, Nevada described as follows (the “Real Property”):

See **Exhibit “A,”** attached hereto and incorporated herein by this reference.

TOGETHER with all rights and privileges appurtenant thereto, including, without limitation, all tenements, hereditaments and appurtenances, including easements, if any, thereto belonging or appertaining, and any air rights, water rights and stock, reversions, remainders, rents, issues or profits thereof.

SUBJECT TO: current taxes, assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record in the records of the Clark County Recorder, Clark County, Nevada.

AND Grantor hereby binds itself and its respective successors and assigns to warrant and defend the title against all acts of Grantor and no other, subject to the matters referred to above.

Dated this [____] day of [____] 2016.

GRANTOR:

PRE RANCHO JONES LLC, a Nevada limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF CALIFORNIA)
) ss.
County of)

The foregoing instrument was acknowledged before me this [____] day of [____] 2016, by [____], as the [____] of PRE RANCHO JONES LLC, a Nevada limited liability company, on behalf of the company.

Notary Public

My Commission Expires: _____

Exhibit A
(to Special Warranty Deed)

Legal Description

[TO BE ADDED UPON RECEIPT OF TITLE REPORT AND UPDATED SURVEY]

ATTACHMENT 5B- FIRST AMENDMENT PURCHASE & SALE AGREEMENT

**FIRST AMENDMENT TO PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Amendment**"), entered into as of this 7 day of July 2016 (the "**Effective Date**"), by and between **PRE RANCHO JONES LLC** ("**Seller**"), and FOUNDERS EDUCATION LEGACY, INC. ("**Buyer**"). Hereinafter, reference to a "**Party**" shall mean Buyer or Seller, individually and as the context may require, and reference to the "**Parties**" shall mean Buyer and Seller, collectively.

RECITAL:

A. The Parties, who entered into that certain Purchase Agreement and Escrow Instructions having an effective date of May 13, 2016 (the "**Contract**") with regard to the sale and purchase of a parcel of land located near the intersection of North Rancho Drive and North Jones Boulevard, Las Vegas, Clark County, Nevada and being more particularly described in the Agreement, now wish to amend the Agreement as hereinafter provided.

B. To increase the Purchase Price by \$200,000.

C. To increase the acreage of the Land.

D. To allow additional time for the platting period, the Parties now desire to amend the Agreement to extend the Platting Period.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true. Capitalized terms not defined in this Amendment will have the same meanings given to them in the Agreement.

2. The Agreement is amended as follows:

- (a) The "**Purchase Price**" shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00).
- (b) The "**Land**" will comprise of approximately 7.44 acres of land.
- (c) The "**Platting Period**" shall be the period from the execution of this Amendment until the date which is one hundred twenty (120) days hereafter or such earlier date on which the final plat of the Property is approved.

3. The Agreement is in full force and effect and is enforceable in accordance with its terms, neither Party has any knowledge of any default of any covenants of the Agreement and the

Agreement is unmodified, except as expressly set forth in this Amendment. This Amendment may be executed in any number of counterparts and by different Parties to this Amendment on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same Amendment. Any signature electronically delivered by a Party will be deemed to be an original signature. The "**Effective Date**" of this Amendment shall be the date last signed by all of the Parties, without any change or amendment to this Agreement as presented, and delivered to Buyer.

The Parties hereto, intending to be legally bound, have caused this Amendment to be duly executed, which Amendment is effective as of the Amendment Effective Date.

BUYER:

FOUNDERS EDUCATION LEGACY, INC.
a Nevada nonprofit corporation

By: WR Mene
7-6-16

SELLER:

PRE RANCHO JONES LLC
a Nevada limited liability company

By: Brian Kelly
7-7-16

ATTACHMENT 5C- SECOND AMENDMENT PURCHASE & SALE AGREEMENT

SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this “**Amendment**”), entered into as of this 14th day of July 2016 (the “**Effective Date**”), supplements and modifies that certain Purchase Agreement and Escrow Instructions, dated as of May 13, 2016 (the “**Purchase Agreement**”), as amended by the First Amendment to Purchase Agreement and Escrow Instructions, dated as of July 6, 2016 (the “**First Amendment**” and, together with the Purchase Agreement, the “**Agreement**”), by and between PRE RANCHO JONES LLC, a Nevada limited liability company (“**Seller**”), and FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation (“**Buyer**”). Seller and Buyer shall sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” In the event of any inconsistency between the Agreement and this Amendment, this Amendment shall govern and control.

IN CONSIDERATION of the terms, conditions and premises contained in this Amendment and the Agreement, the following terms and conditions contained in the Agreement are hereby modified, amended, supplemented and/or included as part of the Agreement.

1. **Substitution of Buyer; Novation.** The Parties agree that Founders Academy of Las Vegas, a Nevada public charter school, shall be substituted for all purposes as the “**Buyer**” under the Agreement and that Founders Education Legacy, Inc., a Nevada nonprofit corporation, shall be immediately and irrevocably released as the Buyer under the Agreement, that all of Founders Education Legacy, Inc.’s rights, duties and obligations under the Agreement shall be novated and Founders Education Legacy, Inc. shall have no further obligations or liabilities whatsoever under the Agreement. The Parties agree that all references to “**Buyer**” under the Agreement shall mean Founders Academy of Las Vegas, a Nevada public charter school.

2. **State Approval.** Because Founders Academy of Las Vegas is a Nevada public charter school, the Agreement and the consummation of the transaction contemplated by the Agreement is subject to the approval of the Nevada State Public Charter School Authority (the “**NSPCSA**”). Buyer agrees to provide such approval prior to the expiration of the Feasibility Period. In the event the NSPCSA fails or refuses to approve the Agreement and the consummation of the transaction contemplated by the Agreement, Buyer shall, by written notice transmitted to Seller and Escrow Agent, notify Seller and Escrow Agent that the Agreement is terminated and, upon such notice, the Agreement will terminate and be of no further force or effect whatsoever (excepting only those provisions that expressly survive the termination of this Agreement).

3. **Defined Terms; Ratification of the Agreement.** All defined terms used in this Amendment that are not otherwise defined herein shall have the meanings assigned to such terms in the Agreement. Except as specifically and expressly modified by this Amendment, the Agreement is hereby confirmed, ratified and approved in all other respects.

4. **Miscellaneous.** This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute only one agreement. Facsimile and portable-document-format (“pdf”) signatures shall be fully binding upon the Parties and shall be deemed as if originals. The Parties agree that this Amendment satisfies the requirements of Subsection 14.14 of the Agreement and is a valid and enforceable modification to the Agreement.

Dated (and agreed between the Parties to be effective) as of the date first written above.

...
...
...

PRE RANCHO JONES LLC, a Nevada limited liability company

By: 

Brian J. Kelly, its Manager

FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation

By: 

W. Richard Moreno, its President

AUTHORIZED, APPROVED AND
ACCEPTED BY:

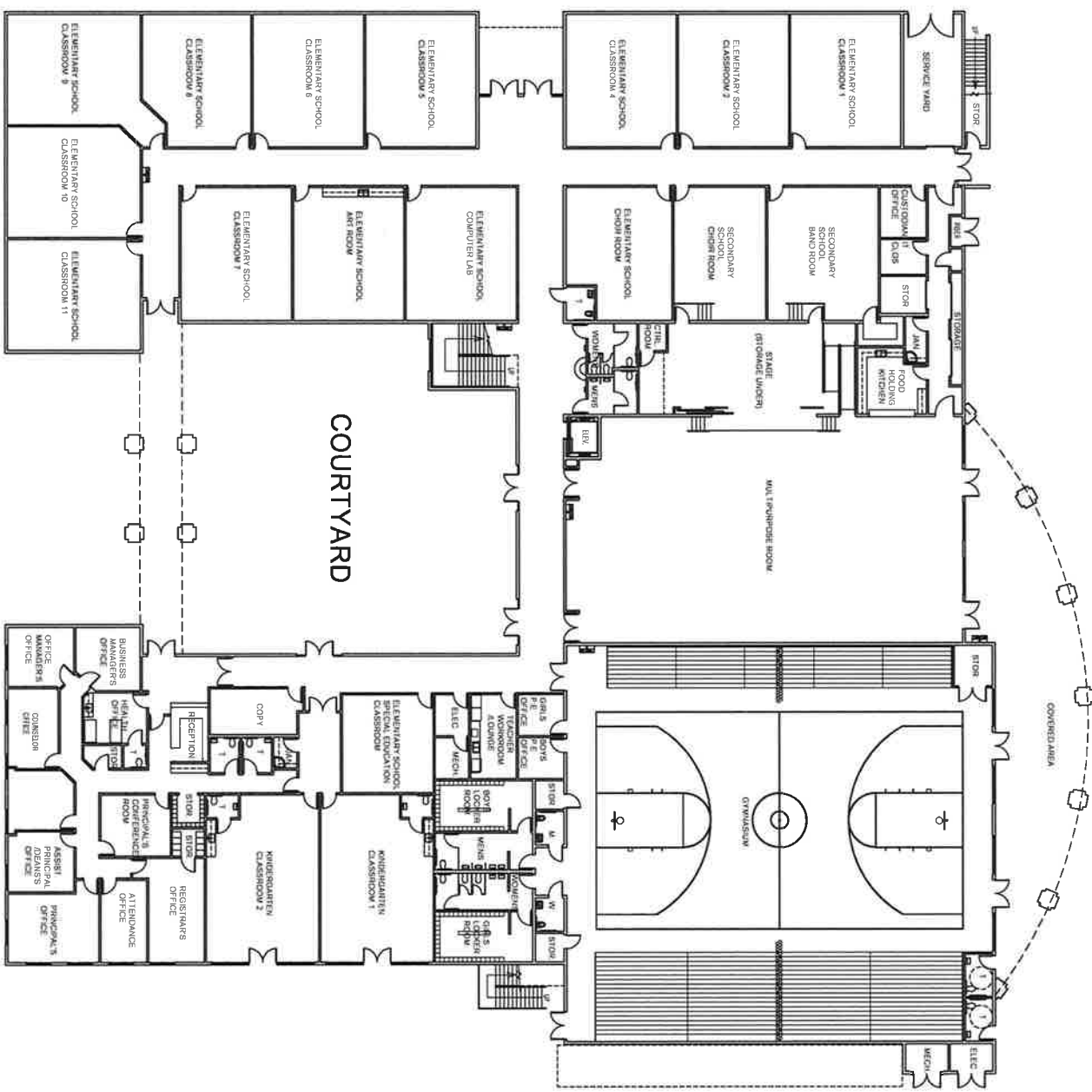
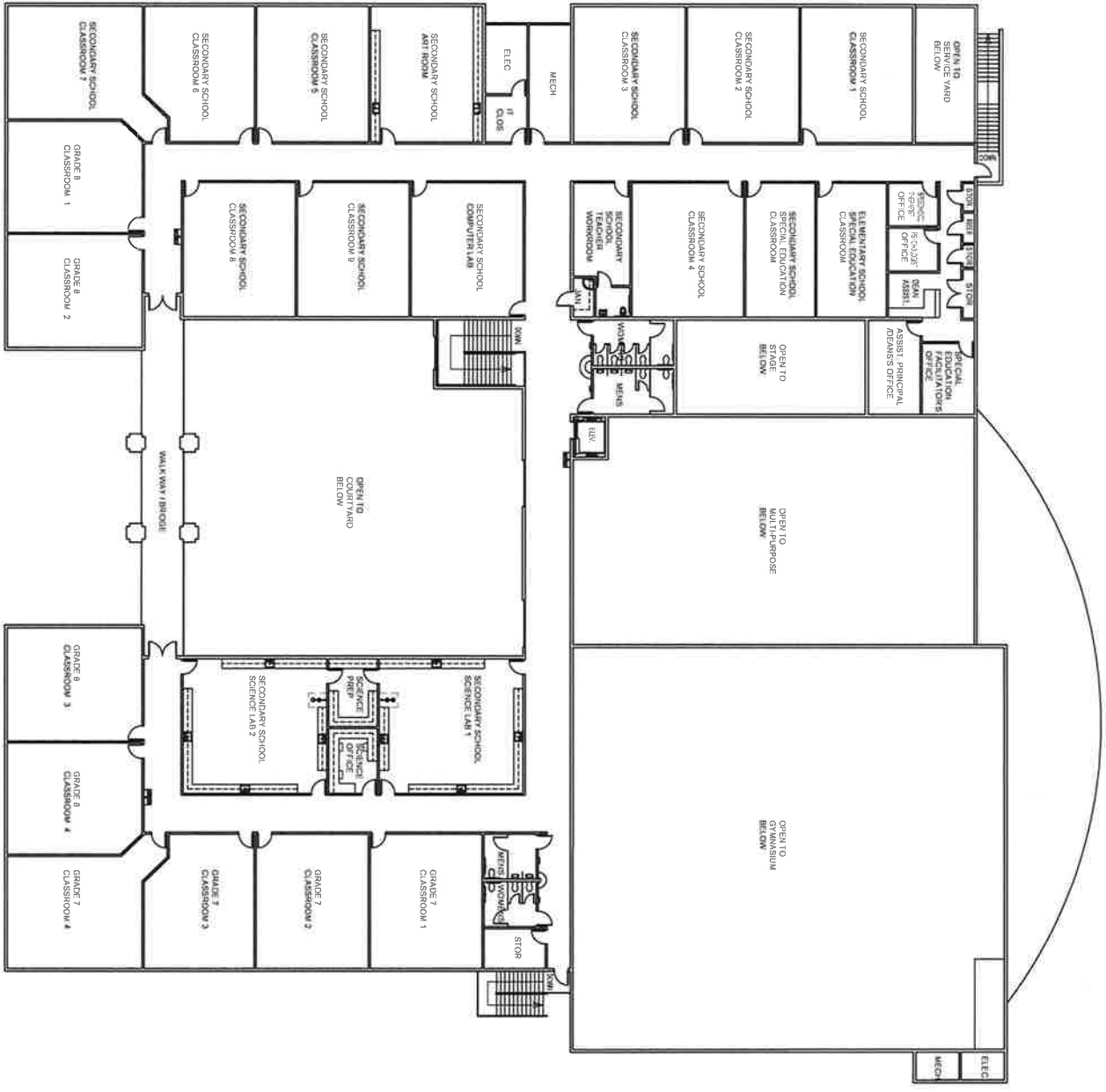
FOUNDERS ACADEMY OF LAS VEGAS,
a Nevada public charter school

By: 

W. Richard Moreno, its ~~President~~

chair

ATTACHMENT 6 - FLOOR PLAN



SECOND FLOOR PLAN

FIRST FLOOR PLAN

FIRST FLOOR PLAN	37,762 SF
SECOND FLOOR PLAN	24,515 SF
TOTAL	62,277 SF



FLOOR PLANS

FOUNDERS ACADEMY OF LAS VEGAS
ALEXANDER ROAD
LAS VEGAS, NV 89108

LM
CONSTRUCTION CO.
5075 CAMERON SUITE #H
LAS VEGAS, NEVADA 89118
(702) 262-6032, FAX (702) 262-6150
NEVADA LIC. # 0042596A

CONTRACTOR:
These plans are prepared and submitted for the master use as a contract in accordance with the Nevada Construction Code, Nevada Revised Statutes, Chapter 241, NRS 241.010 through 241.030.
LM CONSTRUCTION CO.
(Company Name)
0042596A
(Contractor's License #)
Larry Monk
(Plans Prepared By)
(Signature)

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Copyright © Material
USE OF THESE DRAWINGS IS LIMITED TO A SPECIFIC PROJECT FOR FOUNDER ACADEMY OF LAS VEGAS AND FOR THE CONSTRUCTION OF ONE PROJECT.

A 1.0

ATTACHMENT 7 - INFORMATION ON LANDOWNER





















Please see below for information on the current landowner:

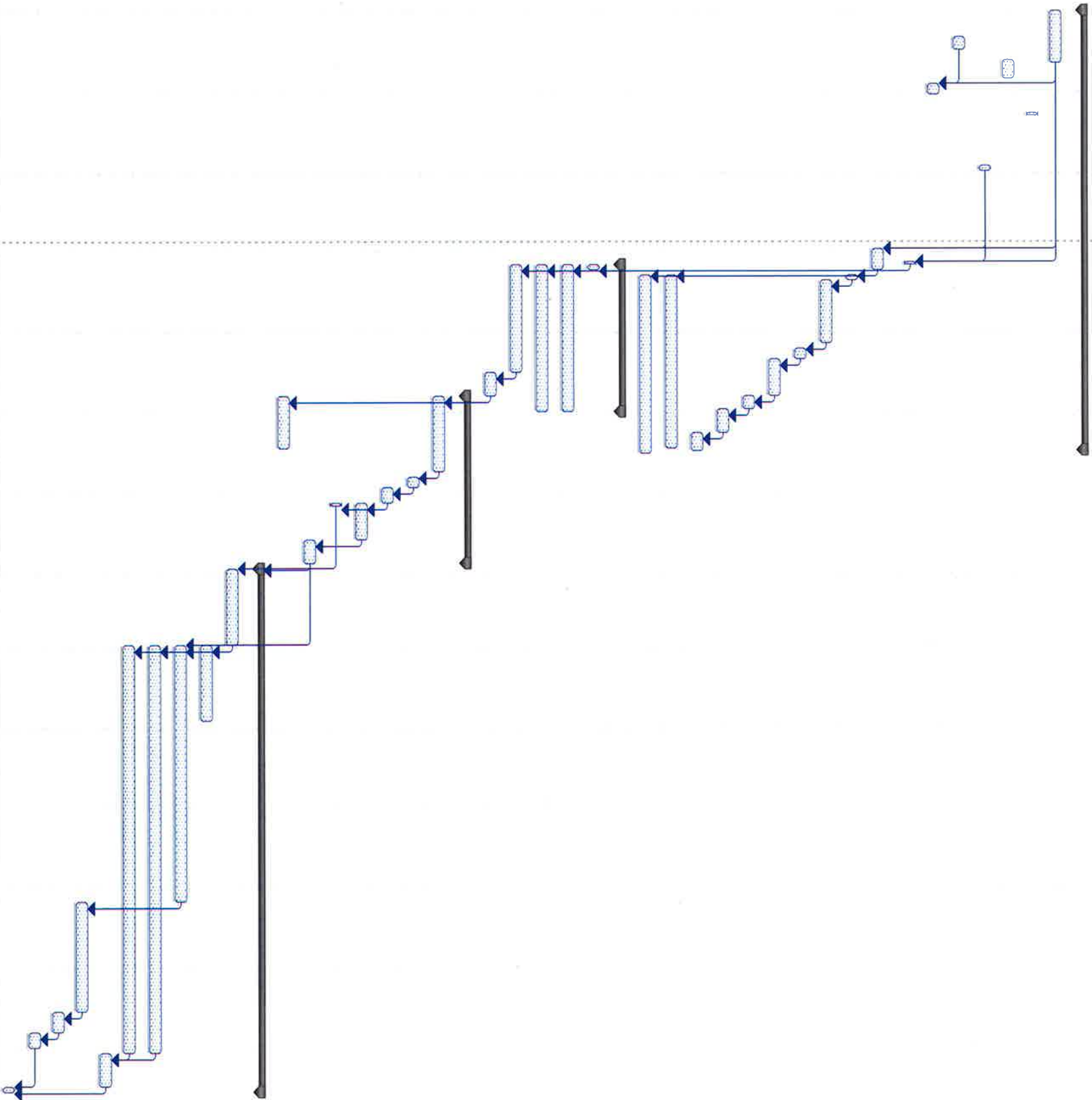
**PRE Rancho Jones LLC
c/o Eastern Real Estate LLC
120 Presidential Way, Suite 300
Woburn, MA 01801**

To FALV's knowledge, the landowner is not a relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with FALV.

ATTACHMENT 8A - CONSTRUCTION TIMELINE

Founders Academy
Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	June 2016	July 2016	August 201	September	October 20	November	December	January 20	February	March 2017	April 2017	May 2017	June 2017	July 2017	August 201
						June	July	August	September	October	November	December	January	February	March	April	May	June	July	August
						Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	 Pre-Application Meeting with the City	1 day	Tue 6/21/16	Tue 6/21/16																
2	Civil Engineering	120 days	Fri 7/1/16	Thu 12/15/16																
3	 Submit for Tentative Map - By Seller	14 days	Fri 7/1/16	Wed 7/20/16																
4	 NARA Meeting	1 day	Tue 8/9/16	Tue 8/9/16																
5	 Planning Commission Submittal/Approval	5 days	Wed 7/20/16	Tue 7/26/16																
6	 Engage Civil Engineer	2 days	Mon 8/29/16	Tue 8/30/16																
7	 Voluntary Neighborhood Meeting	5 days	Mon 7/11/16	Fri 7/15/16																
8	 Submit Traffic Study	2 days	Fri 7/29/16	Mon 8/1/16	3,7															
9	 City Council Approval	1 day	Wed 10/5/16	Wed 10/5/16	6,3															
10	 Initial Drainage Study/Grading Plan	6 days	Fri 9/30/16	Fri 10/7/16	6,3															
11	 Submit Drainage Study	2 days	Mon 10/10/16	Tue 10/11/16	10															
12	 1st Review of DS by City of Las Vegas	18 days	Wed 10/12/16	Fri 11/4/16	11															
13	Address Comments to Drainage Study	4 days	Mon 11/7/16	Thu 11/10/16	12															
14	2nd Review of DS by City of Las Vegas	10 days	Fri 11/11/16	Thu 11/24/16	13															
15	Address Comments to Drainage Study	3 days	Fri 11/25/16	Tue 11/29/16	14															
16	3rd Review by City of Las Vegas	7 days	Wed 11/30/16	Thu 12/8/16	15															
17	Final Comments and Approval of Drainage Study	5 days	Fri 12/9/16	Thu 12/15/16	16															
18	 Water Reclamation Review	48 days	Mon 10/10/16	Wed 12/14/16	10															
19	Las Vegas Valley Water District Review	50 days	Mon 10/10/16	Fri 12/16/16	10															
20	Design Architectural/Structural/M,P&E	40 days	Thu 10/6/16	Wed 11/30/16	9															
21	 Architectural Backgrounds to Engineers	2 days	Thu 10/6/16	Fri 10/7/16	9															
22	 Structural Plans 100%	40 days	Thu 10/6/16	Wed 11/30/16	9															
23	 Architectural Plans 100%	40 days	Thu 10/6/16	Wed 11/30/16	9															
24	M,P & E Plans 100%	29 days	Thu 10/6/16	Tue 11/15/16	9															
25	Internal Plan check w/ Modifications	7 days	Wed 11/16/16	Thu 11/24/16	24															
26	Building Permit Submittal to City	46 days	Fri 11/25/16	Fri 1/27/17	25															
27	Initial Review	21 days	Fri 11/25/16	Fri 12/23/16	27															
28	Correction Letter from LV Building Dept	4 days	Mon 12/26/16	Thu 12/29/16	28															
29	 Address Correction Letter(s) & Resubmit changes	4 days	Fri 12/30/16	Wed 1/4/17	28															
30	Final Review	10 days	Thu 1/5/17	Wed 1/18/17	29															
31	Grading Permit Issued	1 day	Thu 1/5/17	Thu 1/5/17	29															
32	Building Permit Issued	7 days	Thu 1/19/17	Fri 1/27/17	30															
33	Bid Process for Entire Project	14 days	Fri 1/12/16	Wed 12/14/16	25															
34	CONSTRUCTION	144 days	Mon 1/30/17	Thu 8/17/17	32															
35	 ON SITE CONSTRUCTION (PAD)	21 days	Mon 1/30/17	Mon 2/27/17	31															
36	ON SITE DRAINAGE	21 days	Tue 2/28/17	Tue 3/28/17	35															
37	 OFF SITE CONSTRUCTION	70 days	Tue 2/28/17	Mon 6/5/17	32,35															
38	 SHELL CONSTRUCTION	112 days	Tue 2/28/17	Wed 8/2/17	35															
39	TENANT IMPROVEMENT CONSTRUCTION	112 days	Tue 2/28/17	Wed 8/2/17	35															
40	STATE FIRE MARSHALL INSPECTION	9 days	Thu 8/3/17	Tue 8/15/17	38,39															
41	 PUBLIC WORKS PRE FINAL	30 days	Tue 6/6/17	Mon 7/17/17	37															
42	PUBLIC WORKS FINAL	6 days	Tue 7/18/17	Tue 7/25/17	41															
43	BUILDING FINAL	4 days	Wed 7/26/17	Mon 7/31/17	42															
44	CERTIFICATE OF OCCUPANCY	2 days	Wed 8/16/17	Thu 8/17/17	43,40															



ATTACHMENT 8B - CERTIFICATE OF OCCUPANCY

Certificate of Occupancy

City of Las Vegas, Nevada Department of Building & Safety

This Certificate issued pursuant to the requirements of the Uniform Building Code indicating that at the time of issuance this structure was in substantial compliance with the various Structural, Fire, and Life Safety Codes of the City regulating building construction or use. Any Certificate of Occupancy presuming to authorize a violation of the code or other ordinance is declared invalid.

Plan Check # L-1749-07

759461

07002498

Building Address 4075 N RANCHO DR

Suite No. _____

Building Permit No. _____

Type of Construction III-N

Occupancy Classification _____

E1, B

Area: _____

9334

S.F. _____

Building Owner's Name: _____

Owner's Address: _____

WESTCARE CHARTER SCHOOL

Tenant's Name: _____

TENANT IMPROVEMENT BUILDOUT - SCHOOL

Description of Use: _____

Prepared By: Dena Williams

Date: DECEMBER 17, 2007





















By: _____

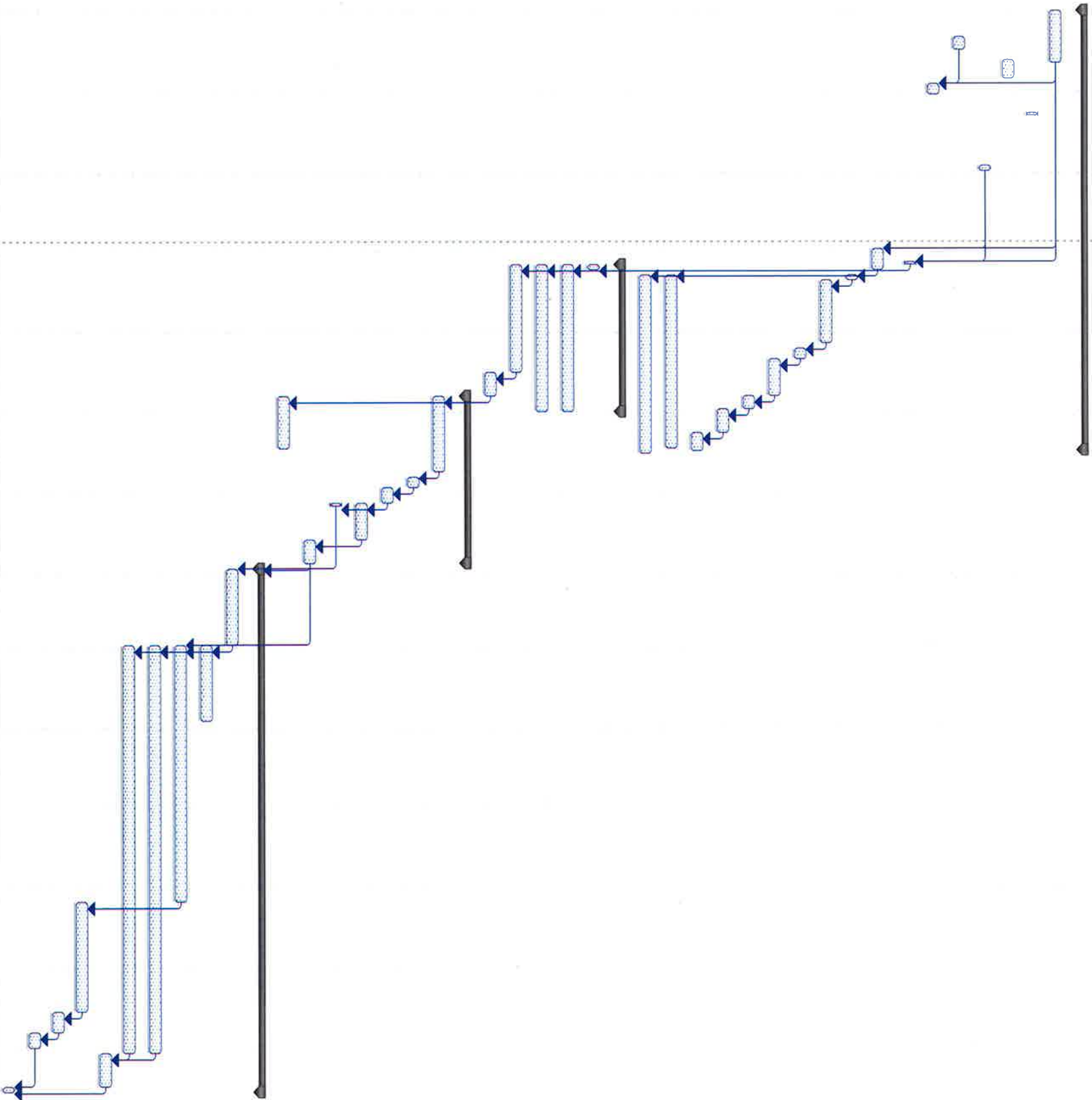
Paul K. Wilkins
Building Official

POST IN CONSPICUOUS PLACE

ATTACHMENT 9 - CODE INSPECTION REPORT

Founders Academy
Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	June 2016	July 2016	August 201	September	October 20	November	December	January 20	February	March 2017	April 2017	May 2017	June 2017	July 2017	August 201
						June	July	August	September	October	November	December	January	February	March	April	May	June	July	August
						Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	 Pre-Application Meeting with the City	1 day	Tue 6/21/16	Tue 6/21/16																
2	Civil Engineering	120 days	Fri 7/1/16	Thu 12/15/16																
3	 Submit for Tentative Map - By Seller	14 days	Fri 7/1/16	Wed 7/20/16																
4	 NARA Meeting	1 day	Tue 8/9/16	Tue 8/9/16																
5	 Planning Commission Submittal/Approval	5 days	Wed 7/20/16	Tue 7/26/16																
6	 Engage Civil Engineer	2 days	Mon 8/29/16	Tue 8/30/16																
7	 Voluntary Neighborhood Meeting	5 days	Mon 7/11/16	Fri 7/15/16																
8	 Submit Traffic Study	2 days	Fri 7/29/16	Mon 8/1/16	3,7															
9	 City Council Approval	1 day	Wed 10/5/16	Wed 10/5/16	6,3															
10	 Initial Drainage Study/Grading Plan	6 days	Fri 9/30/16	Fri 10/7/16	6,3															
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22	 Structural Plans 100%	40 days	Thu 10/6/16	Wed 11/30/16	9															
23	 Architectural Plans 100%	40 days	Thu 10/6/16	Wed 11/30/16	9															
24	M,P & E Plans 100%	29 days	Thu 10/6/16	Tue 11/15/16	9															
25	Internal Plan check w/ Modifications	7 days	Wed 11/16/16	Thu 11/24/16	24															
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30	Final Review	10 days	Thu 1/5/17	Wed 1/18/17	29															
31	Grading Permit Issued	1 day	Thu 1/5/17	Thu 1/5/17	29															
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40	STATE FIRE MARSHALL INSPECTION	9 days	Thu 8/3/17	Tue 8/15/17	38,39															
41	 PUBLIC WORKS PRE FINAL	30 days	Tue 6/6/17	Mon 7/17/17	37															
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43	BUILDING FINAL	4 days	Wed 7/26/17	Mon 7/31/17	42															
44	CERTIFICATE OF OCCUPANCY	2 days	Wed 8/16/17	Thu 8/17/17	43,40															





DEPARTMENT OF BUILDING & SAFETY-CITY OF LAS VEGAS, NEVADA

364

FOR INSPECTION CALL 229-2071

Approved Plans Must Be on Job Site During Construction

JOB ADDRESS 4075 N RANCHO DR
 MAP NO. 1819 78 DATE ISSUED 08/10/07
 DESCR. OF WORK TI BUILD-OUT FOR C OF D
 CONTRACTOR WESTCARE WORKS INC
 WESTCARE CHARTER SCHOOL
 OWNER

DESCRIPTION	TYPE	PERMIT NO.
BUILDING		07002498
Electrical		07002625

NOTICE: DO NOT COVER WORK REQUIRING INSPECTION UNTIL INSPECTION IS MADE. REQUIRED INSPECTION MAY VARY FROM THOSE DESIGNATED BELOW.

INSPECT	DESCRIPTION	APPROVED	DATE
<input type="checkbox"/> 101	FOOTING, LAYOUT, REBAR, ZONING		
<input type="checkbox"/> 201	UNDERGROUND ELECTRIC		
<input type="checkbox"/> 203	UNDER GROUND		
<input type="checkbox"/> 407	MECH./PLBG. INSP. 82 CLV	DHL	8-20-07
<input type="checkbox"/> 103	STEM WALL-FORMS & REBAR		
<input type="checkbox"/> 105	PRE SLAB		
<input type="checkbox"/> 131	WALL GROUT & STEEL		

Pour No Concrete Until Above is Signed

<input type="checkbox"/> 107	ROOF SHEATHING		
<input type="checkbox"/> 109	SHEAR		
<input type="checkbox"/> 220	ROUGH ELECT. INSP. 70 CLV	u	11/13/07
<input type="checkbox"/> 223	LOW VOLTAGE ELECTRIC		
<input type="checkbox"/> 320	MECH./PLBG. INSP. 82 CLV	DHL	10-26-07
<input type="checkbox"/> 420	MECH./PLBG. INSP. 82 CLV	DHL	9-20-07
<input type="checkbox"/> 120	FRAMING BLDG. INSP. 50 CLV	JS	10-26-07
<input type="checkbox"/> 126	BLDG. INSP. 50 CLV	JS	10-26-07
<input type="checkbox"/> 126	HOOD SHAFT		

Do Not Sheetrock Until Above is Approved

<input type="checkbox"/> 125	DRYWALL NAILING BLDG. INSP. 50 CLV	JS	10-26-07
<input type="checkbox"/> 127	CEILING GRID BLDG. INSP. 50 CLV	JS	11-13-07
<input type="checkbox"/> 129	EXTERIOR LATH		
<input type="checkbox"/> 405	BUILDING SEWER (YARD LINES)		
<input type="checkbox"/> 240	FINAL ELECTRIC INSP. 70 CLV	u	12/13/07
<input type="checkbox"/> 340	FINAL MECHANICAL INSP. 82 CLV	DHL	12-13-07
<input type="checkbox"/> 423	FINAL PLBG. INSP. 82 CLV	DHL	12-12-07
<input type="checkbox"/> 440	FINAL PLBG. INSP. 82 CLV	DHL	12-12-07
<input type="checkbox"/> 140	FINAL BUILDING BLDG. INSP. 50 CLV	JS	12/17/07
<input type="checkbox"/> 150	OTHER BUILDING BLDG. INSP. 82 CLV	JS	11-30-07
<input type="checkbox"/> 225	SIGN INSPECTION		
<input type="checkbox"/> 231	SERVICE CHANGE		
<input type="checkbox"/> 235	EMERGENCY ELECTRICAL INSP. 70 CLV	u	11/30/07
<input type="checkbox"/> 239	POLE/CONST. POWER		
<input type="checkbox"/> 250	OTHER ELECTRICAL		
<input type="checkbox"/> 305	HOOD		
<input type="checkbox"/> 323	MECHANICAL GAS LINE		
<input type="checkbox"/> 350	OTHER MECHANICAL		
<input type="checkbox"/>	III - N 93340		
<input type="checkbox"/>	E1, B School		
	Speckman David		

INSPECT	DESCRIPTION	APPROVED	DATE
<input type="checkbox"/> 401	ON SITE SEWER (MAIN)		
<input type="checkbox"/> 403	ON SITE WATER		
<input type="checkbox"/> 441	IRRIGATION		
<input type="checkbox"/> 450	OTHER PLUMBING		
<input type="checkbox"/> 501	UNDER/ABOVE GROUND TANK		
<input type="checkbox"/> 503	HOOD SYSTEM		
<input type="checkbox"/> 505	UNDERGROUND FINAL/FLOW		
<input checked="" type="checkbox"/> 507	SPRINKLER SYSTEM HYDRO/OVERHD	JS	12/12/07
<input checked="" type="checkbox"/> 509	FIRE ALARM SYSTEM	JS	12/12/07
<input type="checkbox"/> 513	EXTINGUISHING SYSTEM		
<input type="checkbox"/> 516	MEDICAL GAS		
<input type="checkbox"/> 517	LIQUID PETROLEUM GAS		
<input checked="" type="checkbox"/> 519	SUPERVISION/MONITORING	JS	12/10/07
<input checked="" type="checkbox"/> 540	FINAL FIRE	JS	12/12/07
<input type="checkbox"/> 543	KICKER/FLUSH (FIRE)		
<input type="checkbox"/> 545	UNDERGROUND HYDRO (FIRE)		
<input type="checkbox"/> 550	OTHER FIRE		
<input type="checkbox"/> 640	FINAL PLANNING		
<input type="checkbox"/> 650	OTHER		
<input type="checkbox"/> 901	POOL PRE-GUNITE		
<input type="checkbox"/> 903	POOL POOL GAS TEST		
<input type="checkbox"/> 905	POOL PRE-DECK		
<input type="checkbox"/> 910	POOL PRE-PLASTER/FINAL		
<input type="checkbox"/> 913	TRAILER		
<input type="checkbox"/> 938	CERT. OF COMPLETION		
<input type="checkbox"/> 939	TEMP CERT OF OCCUPANCY		
<input type="checkbox"/> 940	CERT. OF OCCUPANCY BLDG. INSP. 50 CLV	JS	12/17/07
<input type="checkbox"/> 950	OTHER POOL		
<input type="checkbox"/>			

Occupancy Approval

Planning Dept.
(229-6301)

Const. Serv.
(229-6337)

Fire Serv.
(229-2071)

Bldg. Dept.
(229-2071)

POST THIS CARD ON FRONT OF BUILDING

FOR SCHEDULING ASSISTANCE CALL: 229-6914

BRING HARD CARD WITH FIRE, CONST. SERV. & PLANNING APPROVALS SIGNED OF TO

ATTACHMENT 10 – NOT APPLICABLE

ATTACHMENT 11 - FINANCIAL PLAN

Founders Academy of Las Vegas
Budget Projection 17/18 to 20/21



		2017-18	2018-19	2019-20	2020-21
State Revenue					
3110	Distributive School Account (DSA) Per Pupil	\$3,843,722	\$4,119,464	\$4,305,430	\$4,363,144
3115	Special Education Per Pupil	\$46,652	\$48,051	\$49,493	\$50,977
	295 Kinder Grant	\$108,884	\$112,151	\$112,151	\$112,151
1980	Refund of Prior Year Expenditures	\$0	\$0	\$0	\$0
State Revenue		\$ 3,999,258	\$ 4,279,666	\$ 4,467,074	\$ 4,526,272
Federal Revenue					
		\$0	\$0	\$0	\$0
Local Revenue					
1910	Rent Income	\$80,340	\$82,750	\$85,233	\$85,233
1310	Tuition from Individuals (Kinder Fees)	\$0	\$0	\$0	\$0
1920	Community & Private Sources (Pledges)	\$56,650	\$58,350	\$60,100	\$61,903
6000	SGF Revenue	\$53,953	\$55,572	\$57,239	\$58,956
1510	Interest	\$671	\$675	\$678	\$678
1920	Other Revenues	\$2,500	\$2,500	\$2,500	\$2,500
1940	Book Fees	\$16,357	\$17,490	\$18,254	\$18,491
Local Revenue		\$210,472	\$217,336	\$224,004	\$227,761
Total Revenue		\$ 4,209,730	\$ 4,497,003	\$ 4,691,077	\$ 4,754,033
Certificated Salaries					
101	Teachers' Salaries	\$1,235,155	\$1,274,295	\$1,313,435	\$1,352,575
103	Substitute Teacher Salaries	\$0	\$0	\$0	\$0
104	Licensed Administration Salaries	\$0	\$0	\$0	\$0
106	Other Licensed staff salaries (counselors)	\$53,836	\$53,836	\$53,836	\$53,836
1000	Subtotal	\$ 1,288,991	\$ 1,328,131	\$ 1,367,271	\$ 1,406,411
Classified Salaries					
102	Instructional Aides Salaries	\$90,125	\$90,125	\$90,125	\$90,125
105	Non Licensed Administration Salaries	\$94,760	\$94,760	\$94,760	\$94,760
107	Other Classified Staff	\$210,331	\$210,331	\$210,331	\$210,331
2000	Subtotal	\$ 395,216	\$ 395,216	\$ 395,216	\$ 395,216
Employee Benefits					
230	Public Employees' Retirement System, classified	\$295,410	\$300,890	\$306,369	\$311,849
220	OASDI	\$0	\$0	\$0	\$0
240	Medicare	\$22,025	\$22,592	\$23,160	\$23,727
280	Health & Welfare Benefits	\$240,878	\$244,998	\$249,118	\$253,238
260	State Unemployment Insurance	\$18,919	\$19,487	\$20,071	\$20,673
270	Worker Compensation Insurance	\$14,189	\$14,614	\$15,053	\$15,504
290	Other Benefits	\$0	\$0	\$0	\$0
Subtotal		\$ 591,421	\$ 602,581	\$ 613,772	\$ 624,992
Total Personnel Expenses		\$ 2,275,628	\$ 2,325,928	\$ 2,376,258	\$ 2,426,619
Instruction					
320	Purchased Educational Services	\$352,915	\$363,502	\$374,407	\$385,640
640	Books & reference other than textbooks	\$16,634	\$17,786	\$18,563	\$18,804
641	Textbooks	\$32,960	\$33,949	\$34,967	\$36,716
651	Software	\$4,062	\$4,184	\$4,310	\$4,439
652	Non-capitalized Equipment	\$19,570	\$20,157	\$20,762	\$21,385
653	Web Based Programs	\$0	\$0	\$0	\$0
Subtotal		\$ 426,141	\$ 439,578	\$ 453,009	\$ 466,982
Support Services- General Administration					
310	Administrative Services	\$2,991	\$3,081	\$3,173	\$3,268
330	Training/Development	\$16,143	\$16,627	\$17,126	\$17,640
340	Purchased Financial Services	\$75,000	\$75,000	\$75,000	\$75,000
350	Purchased Technical Services	\$9,270	\$9,548	\$9,835	\$10,130
530	Communications (postage, telephone, data)	\$14,420	\$14,853	\$15,298	\$15,757
540	Advertising	\$2,060	\$2,122	\$2,185	\$2,251
550	Printing & Binding	\$5,150	\$5,305	\$5,464	\$5,628
900	SGF Expenses	\$53,953	\$55,572	\$57,239	\$58,956
610	General Supplies	\$39,140	\$40,314	\$41,524	\$42,769
810	Dues & Fees	\$1,194	\$1,230	\$1,266	\$1,304
832	Interest on Borrowed Funds	\$0	\$0	\$0	\$0
Support Services- Operation & Maintenance of Plant					
410	Utilities Other than Energy	\$11,842	\$12,197	\$12,563	\$12,940
420	Cleaning Services	\$26,376	\$27,168	\$27,983	\$28,822
430	Repairs & Maintenance	\$4,635	\$4,774	\$4,917	\$5,065
700	Building Lease Payments	\$0	\$809,787	\$920,067	\$950,900
400	CAM Charges	\$0	\$0	\$0	\$0
442	Rent of Equipment	\$14,783	\$15,226	\$15,683	\$16,153
500	Other Purchased Services	\$22,660	\$23,340	\$24,040	\$24,761
520	Insurance (other than employee)	\$36,050	\$37,132	\$38,245	\$39,393
580	Travel (transportation, meals, lodging)	\$2,353	\$2,423	\$2,496	\$2,571
620	Energy	\$52,530	\$54,106	\$55,729	\$57,401
Subtotal		\$ 390,550	\$ 1,209,803	\$ 1,329,834	\$ 1,370,710
Total Non-Personnel Expenses		\$816,691	\$1,649,381	\$1,782,842	\$1,837,692
Total Expenses		\$3,092,319	\$3,975,309	\$4,159,101	\$4,264,311
Surplus/(Deficit)		\$1,117,411	\$521,693	\$531,977	\$489,722

ATTACHMENT 12 - ACCOUNTABILITY REPORT

Founders Academy of Las Vegas

State Charter School Authority

4025 N. Rancho Drive
Las Vegas, NV 89130
Ph: 702-998-8368, Fax: 702-998-1328

Carol Leavitt, Principal
Grade Levels: 0K-10
Website: www.foundersacademylv.com



2014-2015 School Accountability Report

For more information visit www.nevadareportcard.com

Mission Statement

The mission of Founders Academy of Las Vegas is to train the minds and improve the hearts of young people through a rigorous, classical education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue.

Principal's Highlights

Enthusiasm and a contagious sense of excitement surrounded the opening of the new Founders Academy of Las Vegas.

- Ten elementary teachers were trained in and implemented the RIGGS phonics program for reading in grades K-5.
- More than 80% of the enrolled families attended the first all-school Fall Festival.
- All middle- and high-school students are enrolled in a classical studies program that includes the study of Latin.
- A lottery system is used to enroll students in grades K-6 from a waiting list.
- Jr. Classical League joined the State and National organizations and supports established by-laws and activities of the state and national Latin program.
- All teachers have embraced the classical liberal arts curriculum model as the basis for traditional style instruction.
- Sixth-tenth grade students take advantage of planned club activities that provide for social growth.
- Sixth grade students prepared and presented one classical play each semester for an audience of parents, staff, and community members.
- An all-school student and staff talent show, including patriotic and classical numbers, was presented for families, community members, and staff.

Goals and Objectives

Goal 1

Founders Academy students will increase proficiency testing scores after one year.

Objective(s):

Eighty-percent of students who score below "Proficient" status on Nevada's annual assessment prior to enrolling at Founders Academy will achieve "Proficient" status after one year.

Goal 2

Founders Academy will achieve overall parent satisfaction

Objective(s):

Founders Academy will demonstrate an 80% overall satisfaction rating in an annual survey administered to parents or designated legal guardians of students attending the school during the first academic year.

School Communication Efforts

The philosophy of the school reflects the belief that effective and frequent parent/school communication is relative to student success at every grade level. The school community receives communication in a variety of methods. A beginning of the year course syllabus is prepared and distributed to middle and high school students by teachers. Elementary teachers provide a weekly information sheet to parents regarding grade level curriculum. The principal prepares and distributes to families a weekly "Principal's Notes" containing the school calendar, hot lunch menu, and all information relative to current school issues. The School Handbook is available on-line and contains all school information. The Infinite Campus program is updated weekly for parents to view their student's academic progress. Staff and parents communicate via e-mail on a regular basis as well as through scheduled parent/teacher conferences. Formal parent conferences are held periodically for all grades.

Demographics and Student Information

Data are provided by the Nevada Department of Education from the state student information system. Gender, race/ethnicity, and special student populations are reported as of count day.

	#	Ethnicity														Gender			
		Am In/ AK Native		Asian		Hispanic		Black		White		Pacific Islander		Two or More Races		Male		Female	
		#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
State	459,095	4,649	1.01%	25,276	5.51%	188,701	41.10%	46,667	10.16%	160,997	35.07%	6,220	1.35%	26,585	5.79%	236,666	51.55%	222,429	48.45%
State Public Charter Schools	20,104	186	0.93%	1,118	5.56%	3,861	19.21%	1,836	9.13%	11,503	57.22%	327	1.63%	1,273	6.33%	9,937	49.43%	10,167	50.57%
State Public Charter Schools	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Founders Academy of Las Vegas	433	-	-	14	3.23%	79	18.24%	11	2.54%	282	65.13%	-	-	40	9.24%	228	52.66%	205	47.34%

Data as of: Count Day

** indicates that the data was not available.

'*' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

District totals do not include state or district sponsored charter school data. (2008-Current)

'N/A' indicates that this population was not present.

Special Populations

	#	IEP		ELL		FRL		Migrant	
		#	%	#	%	#	%	#	%
State	459,095	54,312	11.83%	74,889	16.31%	244,120	53.17%	178	0.04%
State Public Charter Schools	20,104	1,577	7.84%	767	3.82%	4,585	22.81%	0	0.00%
State Public Charter Schools	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Founders Academy of Las Vegas	433	26	6.00%	18	4.16%	60	13.86%	0	0.00%

Data as of: Count Day

IEP= Students with disabilities

'*' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

ELL= Students who are English Language Learners

'N/A' indicates that this population was not present.

FRL= Students qualifying for Free/Reduced Price Lunch

District totals do not include state or district sponsored charter school data. (2008-Current)

** indicates that the data was not available.

Student Average Daily Attendance (ADA)

Student Average Daily Attendance (ADA) is the percentage of the school enrollment in attendance on an "average school day" as of the 100th day of school.

	All Students	Am In/ AK Native	Asian	Hispanic	Black	White	Pacific Islander	Two or More Races	IEP	ELL	FRL
State	94.60%	93.40%	96.90%	94.50%	93.60%	94.70%	94.70%	94.70%	93.30%	95.20%	94.30%
State Public Charter Schools	94.40%	94.80%	96.90%	94.70%	95.40%	94.00%	95.80%	95.00%	93.50%	95.80%	92.80%
Founders Academy of Las Vegas	95.70%	-	97.30%	95.50%	92.30%	95.00%	-	96.00%	95.20%	95.60%	93.90%

ADA Data as of: First 100 days of instruction

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

IEP = Students with disabilities

ELL = Students who are English Language Learners

FRL = Students qualifying for Free/Reduced Price Lunch

District totals do not include state or district sponsored charter school data. (2008-Current)

Transiency, Truancy, and Discipline

	Transiency	Discipline	
	Transiency Rate**	# of Students	
		Habitual Disciplinary Problems	Habitual Truants
State	26.50%	187	1,788
State Public Charter Schools	22.60%	54	42
Founders Academy of Las Vegas	17.40%	-	0

	# of Incidents (Suspensions or Expulsions)					
	Violence to Students	Violence to Staff	Weapons	Dist. Controlled Substances	Possession/ Use Controlled Substances	Possession/ Use of Alcohol
State	7,098	547	754	150	2,050	350
State Public Charter Schools	143	15	11	0	4	5
Founders Academy of Las Vegas	5	0	0	0	0	0

	# of Incidents Bullying			# of Incidents Cyber Bullying		
	Incidents Reported	Incidents Determined to be so after an Investigation	Incidents Suspension/ Expulsion	Incidents Reported	Incidents Determined to be so after an Investigation	Incidents Suspension/ Expulsion
State	5,158	4,481	932	480	458	166
State Public Charter Schools	254	104	50	27	17	9
Founders Academy of Las Vegas	20	3	0	0	0	0

Data as of: End of school year

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Discipline and Transiency incidents are reported at the school where the action occurred.

**The purpose of some alternative programs is to enroll students for a short period of time until they can reenroll in a comprehensive school; therefore, transiency rates may be greater than 100% or N/A. Data reported as of the end of the school year.

Retention

	K		1		2		3		4		5		6		7		8	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
State	703	2.10%	905	2.40%	413	1.10%	226	0.60%	136	0.40%	52	0.20%	368	1.10%	524	1.50%	489	1.40%
State Public Charter Schools	-	-	-	-	-	-	-	-	-	-	-	-	11	0.60%	13	0.80%	-	-
Founders Academy of Las Vegas	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Data as of: Count Day

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Because of the changes in law (NAC 387.659) in 2009-2010 that affected the way credit deficient students are identified, results prior to this date and post this date cannot be compared.

Credit Deficiency

	9		10		11		12	
	#	%	#	%	#	%	#	%
State	281	0.80%	4,064	11.80%	5,521	16.60%	5,791	18.20%
State Public Charter Schools	94	7.40%	129	12.80%	113	11.40%	125	12.60%
Founders Academy of Las Vegas	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Data as of: Count Day

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Because of the changes in law (NAC 387.659) in 2009-2010 that affected the way credit deficient students are identified, results prior to this date and post this date cannot be compared.

Student/Teacher Ratio

	All Schools#	Kindergarten++	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade
State	23:1	21:1	21:1	21:1	23:1	28:1	28:1	21:1	13:1	12:1
State Public Charter Schools	22:1	34:1	25:1	26:1	25:1	25:1	26:1	14:1	14:1	11:1
Founders Academy of Las Vegas	27:1	33:1	27:1	24:1	27:1	25:1	27:1	+	+	+

Data as of: December 1st

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

"+" Teachers may serve multiple grade levels as needed. Student/Teacher Ratio is reported for the school as a whole.

"++" Kindergarten ratios are based on the number of classes, not teachers.

District totals do not include state or district sponsored charter school data. (2008-Current)

Average Class Size

Average Class Size is listed for all classes where students rotate to different teachers for different subjects.

	English	Mathematics	Science	Social Studies
State	22	23	25	25
State Public Charter Schools	17	17	18	18
Founders Academy of Las Vegas	16	7	14	18

Data as of: December 1st

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Dropout Rate: Class of 2014

	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12
	%	%	%	%	%	%
State	0.82	1.49	1.27	1.69	2.45	1.83
State Charters	1.02	4.01	4.95	5.60	4.97	4.84

Dropout Rate: Class of 2014

	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12
	%	%	%	%	%	%
Founders Academy of Las Vegas	0.00	0.00	0.00	NA	NA	0.00

Data as of: Previous School Year

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present

*** indicates that the data was not available.

Data in grade 9-12 excludes pupils:

who successfully completed HSE assessment

who are enrolled in approved courses for an adult standard diploma

withdrew from school to attend another school.

Data is not displayed for a group where enrollment information is missing.

Nevada System of Higher Education (NSHE) (Fall 2014)

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

	# Enrolled	# Remediated	% Remediated
State	9,451	3,919	41.50%
State Public Charter Schools	119	32	26.90%
Founders Academy of Las Vegas	N/A	N/A	N/A

Data as of: End of school year

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Graduation Rate: Class of 2014

	Gender		Ethnicity							Total
	Female	Male	Am In/ AK Native	Asian	Black	Hispanic	Two or More Races	Pacific Islander	White	Graduation Rate
	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	
State	73.58%	66.56%	52.33%	84.33%	53.87%	64.59%	75.65%	73.94%	76.91%	70.00%
State Public Charter Schools	58.37%	48.53%	-	83.33%	52.70%	55.86%	47.73%	52.63%	53.06%	54.01%

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

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

For further explanation on cohort graduation indicators and other terminology, please see the glossary section.

Cohort Graduation Rate is lagging data, which means that for 2012-2013 Report Card, data from 2011-2012 school year (class of 2012) is being reflected. Likewise, in the 2011-2012 Report Card, data from 2010-2011 (class of 2011) school year is reflected.

High School Completion Indicators: Class of 2014

	Adjusted Diploma		Adult Diploma		Advanced Diploma		Certificates of Attendance and HSE+		Standard Diploma		HSE	
	#	%	#	%	#	%	#	%	#	%	#	%
State	1,145	4.50%	506	2.00%	7,069	28.00%	28	0.10%	16,083	63.70%	84	0.30%
State Public Charter Schools	-	-	-	-	80	14.90%	-	-	416	77.60%	-	-

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

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

For further explanation on cohort graduation indicators and other terminology, please see the glossary section.

Cohort Graduation Rate is lagging data, which means that for 2012-2013 Report Card, data from 2011-2012 school year (class of 2012) is being reflected. Likewise, in the 2011-2012 Report Card, data from 2010-2011 (class of 2011) school year is reflected.

Summary of Standards-Based Test Performance

Nevada uses criterion referenced tests (CRTs) and the High School Proficiency Exam (HSPE) to measure student achievement relative to Nevada's academic standards. For grade specific assessment results and other assessment information, refer to the Nevada Report Card Website at www.nevadareportcard.com.

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

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

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

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

K-8 assessment data: Reading, Writing, and Mathematics data are from NAA. Science data is from CRT and NAA.

9-12 assessment data: Reading, Writing, Mathematics and Science data are Grade 11 HSPE and NAA.

K-8	Reading				Writing				Mathematics				Science			
	ED	AS	MS	ES	ED	AS	MS	ES	ED	AS	MS	ES	ED	AS	MS	ES
State	18%	24%	39%	19%	49%	19%	21%	11%	13%	39%	39%	9%	16%	23%	40%	21%
State Public Schools	-	-	-	-	N/A	N/A	N/A	N/A	-	-	-	-	11%	18%	44%	28%
Founders Academy of Las Vegas	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4%	8%	51%	38%

Data as of: December 1st

*** indicates that the data was not available.

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

District totals do not include state or district sponsored charter school data. (2008-Current)

'N/A' indicates that this population was not present.

Per-Pupil Expenditures 2013-2014

The Nevada Department of Education in consultation with In\$ite adjusted the formula used to calculate per pupil expenditures beginning with the 2009-2010 Annual Reports of Accountability. Therefore, we have two appropriate comparisons sets; comparisons 2003-04 SY through 2008-09 SY and comparisons of 2009-10 SY and forward.

State Charters Total Cost Per Pupil = \$5994 District Total Cost Per Pupil = \$8576

	Instruction		Instruction Support		Operations		Leadership		Total Expenditures	
	\$	%	\$	%	\$	%	\$	%	\$	%
State	\$5,023.00	58.60%	\$931.00	10.90%	\$1,959.00	22.80%	\$663.00	7.70%	\$8,576.00	100.00%
State Public Charter Schools	\$4,307.00	71.90%	\$402.00	6.70%	\$734.00	12.20%	\$551.00	9.20%	\$5,994.00	100.00%

'N/A' indicates that this population was not present.

Schools only showing up with \$0 are new and data was not collected for prior year.

*** indicates that the data was not available.

NDE in consultation with In\$ite adjusted formula used to calculate per pupil expenditures with the Annual Reports of Accountability, rendering comparisons between the year and past years data.

District totals do not include state or district sponsored charter school data. (2008-Current)

Personnel Information

Classes Not Taught by Highly Qualified Teachers

Highly qualified teachers hold a minimum of a bachelor's degree, are licensed to teach in the State of Nevada, and have demonstrated competence in their teaching area. Data were obtained from the Office of Teacher Licensure as of May 2015.

	English/ Reading/ Lang. Arts	Mathematics	Science	Social Studies	Foreign Languages	Arts	Elementary	Poverty Level
	%	%	%	%	%	%	%	
State	7.10%	7.10%	6.90%	5.00%	2.50%	1.00%	6.30%	
State Public Charter Schools	2.90%	2.20%	9.00%	13.60%	0.00%	7.70%	4.70%	
Founders Academy of Las Vegas	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	L

Teacher Data as of: May 1st (2008-Current)

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

(H) = High Poverty School - defined as being within the bottom quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

(L) = Low Poverty School - defined as being within the top quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

Teacher ADA and Licensure Information

	Average Daily Attendance	Teachers Providing Instruction		
		# Pursuant to NRS 391.125	# Pursuant to Waiver	# w/ o Endorsement
State	95.70%	0	354	216
State Public Charter Schools	96.50%	0	2	48
Founders Academy of Las Vegas	96.30%	0	0	1

Teacher Data as of: May 1st (2008-Current)

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

(H) = High Poverty School - defined as being within the bottom quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

(L) = Low Poverty School - defined as being within the top quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

Parent/Teacher Conference Attendance

	Accountability Year	Parent/ Teacher Conference Attendance
Founders Academy of Las Vegas	2015	93.00%

Data as of: Fall

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008- Current)

School NSPF Results: Not Rated

Founders ES

Information on the ratings or rankings of schools in the Nevada School Performance Framework (NSPF) can be found via the Nevada School Performance Framework website at <http://nspf.doe.nv.gov/>

Due to its unique configuration and mission, currently the performance of this school cannot be meaningfully measured using the Nevada School Performance Framework (NSPF).

In the future, this school may qualify to be rated using the Alternative School Rating Framework (ASRF). Beginning in the 2013-2014 school reporting year, qualifying schools will be rated using the ASRF. ASRF rating determinations will be based on a qualified school's progress in meeting the goals and objectives of its school performance plan as measured by outcomes approved within the ASRF.

School NSPF Results: Not Rated

Founders MS

Information on the ratings or rankings of schools in the Nevada School Performance Framework (NSPF) can be found via the Nevada School Performance Framework website at <http://nspf.doe.nv.gov/>

Due to its unique configuration and mission, currently the performance of this school cannot be meaningfully measured using the Nevada School Performance Framework (NSPF).

In the future, this school may qualify to be rated using the Alternative School Rating Framework (ASRF). Beginning in the 2013-2014 school reporting year, qualifying schools will be rated using the ASRF. ASRF rating determinations will be based on a qualified school's progress in meeting the goals and objectives of its school performance plan as measured by outcomes approved within the ASRF.

School NSPF Results: Not Rated

Founders HS

Information on the ratings or rankings of schools in the Nevada School Performance Framework (NSPF) can be found via the Nevada School Performance Framework website at <http://nspf.doe.nv.gov/>

Due to its unique configuration and mission, currently the performance of this school cannot be meaningfully measured using the Nevada School Performance Framework (NSPF).

In the future, this school may qualify to be rated using the Alternative School Rating Framework (ASRF). Beginning in the 2013-2014 school reporting year, qualifying schools will be rated using the ASRF. ASRF rating determinations will be based on a qualified school's progress in meeting the goals and objectives of its school performance plan as measured by outcomes approved within the ASRF.

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

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

ATTACHMENT 13 - CONFLICT OF INTEREST POLICY



Founders Academy of Las Vegas Conflict of Interest Policy

Purpose:

The purpose of the conflict of interest policy is to protect Founders Academy of Las Vegas' interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Founders Academy of Las Vegas or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Definitions:

1. Interested Person-

Any director, principal officer, key employee or member of a committee, or Governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest-

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which Founders Academy of Las Vegas has a transaction or arrangement.
- b. A compensation arrangement with Founders Academy of Las Vegas or with any entity or individual with which Founders Academy of Las Vegas has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which Founders Academy of Las Vegas is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

Procedures:

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Governing Board and members of committees considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Governing Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board meeting but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the Governing Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Governing Board shall determine whether Founders Academy of Las Vegas can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board shall determine by a majority vote of the disinterested Governing Board whether the transaction or arrangement is in Founders Academy of Las Vegas' best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the Governing Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If after hearing the member's response and after making further investigation as warranted by the circumstances, the Governing Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action and/or up to immediate termination.

Records of Proceeding:

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present and the governing board of director's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Annual Statements:

Each Governing Board member shall annually sign a statement that affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and

Periodic Reviews:

To ensure Founders Academy of Las Vegas operates in a manner consistent with the Conflict of Interest Policy periodic reviews shall be conducted. The periodic reviews, shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to Founders Academy of Las Vegas written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in impermissible private benefit.

When conducting the periodic reviews as provided for in this policy, Founders Academy of Las Vegas may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Governing Board of its responsibility for ensuring periodic reviews are conducted.

Founders Academy of Las Vegas: Board Chairman Conflict of Interest Acknowledgement

I, _____, Board Chairman of Founders Academy of Las Vegas hereby certify that as of the date that this certification is made and except as fully described in the signed statement attached hereto:

1. That I do not have and am aware that it is impermissible for me to have a financially beneficial relationship resulting in excess benefit transaction with any competitor, client, supplier or subordinate of Founders Academy of Las Vegas which impairs my ability to exercise good judgment on behalf of Founders Academy of Las Vegas, creating an actual or potential conflict of interest. I understand this includes family relationship by virtue of blood (i.e. grandparents, parents, brothers, sisters and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, director, board member or partner.
2. That I have not and will not receive any compensation from the parties mentioned above for any services as an officer, board member or authorized agent or otherwise.
3. That if any of the types of relationships or situations described above should arise, I will immediately and fully disclose (not to exceed 10 business days) the relevant circumstances to an immediate supervisor or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists.
4. That if an actual or potential conflict is determined, Founders Academy of Las Vegas may take whatever corrective action appears appropriate according to the circumstances and that failure to disclose facts shall constitute grounds for disciplinary action and/or up to termination.
5. That I have received and fully read Founders Academy of Las Vegas' Conflict of Interest Policy. I understand Founders Academy of Las Vegas' Conflict of Interest Policy and accept and agree to comply with the information contained within Founders Academy of Las Vegas' Conflict of Interest Policy

Print Name

Signature

Date

Conflict of Interest Policy Board Approved On



Founders Academy of Las Vegas: Conflict of Interest Acknowledgement

I, _____, _____, of Founders Academy of Las Vegas hereby acknowledge that I have received a copy of the Conflict of Interest Policy. I have read and understand the Conflict of Interest Policy and I agree to comply with the Conflict of Interest Policy.

Print Name

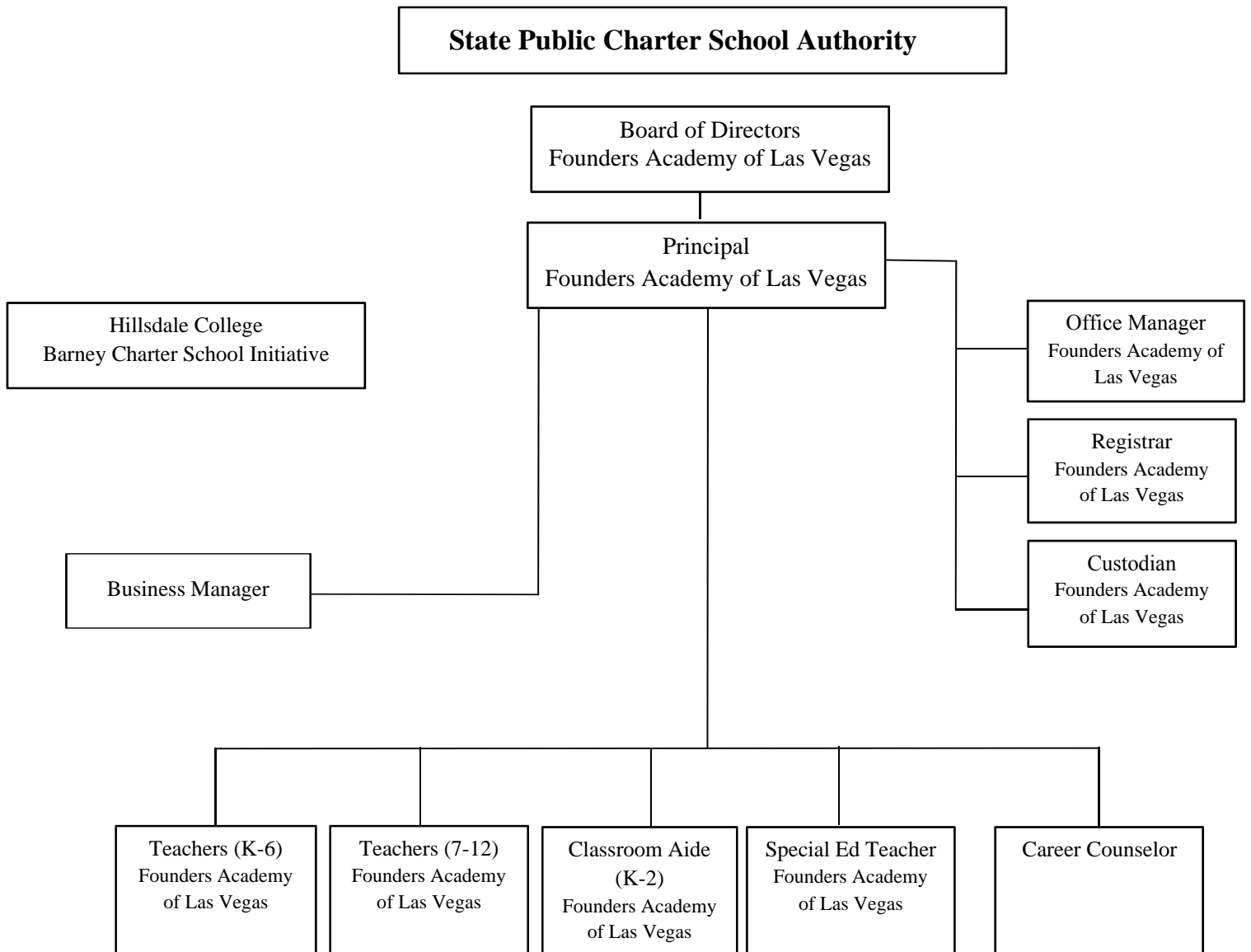
Signature

Date

ATTACHMENT 14 - ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

Organizational Chart



STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: Executive 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> / x / </u>	Action

MEETING DATE: October 21, 2016

AGENDA ITEM: 8

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA**FISCAL IMPACT:****BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):****LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 20 Mins****SUBMITTED BY:** _____

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: Quest Academy and Silver State
Charter School receiver update**

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

MEETING DATE: October 21, 2016

AGENDA ITEM: 9

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Joshua Kern, Ten Square Group

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 30 Mins

SUBMITTED BY: _____

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 9—Quest and Silver State Receiver Update
DATE: October 21, 2016

Background:

In the fall of 2014, the Authority received multiple reports of financial mismanagement from governing body members at two charter schools, Quest Academy and Silver State Charter School. Based on those reports and issues with the timeliness and completeness of the 2014 independent audits of both schools, the Agency served both schools with Notices of Breach in December 2014.

During late 2014 and early 2015, the Agency contacted each of the big four accounting firms (PricewaterhouseCoopers, Ernst & Young, Deloitte, and KPMG). Based on restrictions on the Agency's ability to conduct the investigation under the auspices of counsel and limitations on the Agency's ability to indemnify a firm in any suit brought by a school as a result of an audit or investigation, the Agency was only able to agree to acceptable terms with Deloitte.

In early 2015, the Interim Finance Committee approved a Work Program transferring funds from the Agency's reserve category to Professional Services to fund the proposed contract with Deloitte.

On June 9, 2015, the Board of Examiners approved the Agency's contract with Deloitte to perform audits of Quest and Silver State.

Deloitte began their review of both schools in July 2015.

Deloitte prepared and submitted reports on their findings and supporting documentation related to Quest in September 2015. Those materials may be found at <http://goo.gl/6WBnyk>.

Deloitte prepared and submitted reports on their findings and supporting documentation related to Silver State in October 2015. Those materials may be found at <https://goo.gl/A841fA>.

Based on the risk of imminent insolvency to Quest and ongoing governance deficiencies that led to the effective dissolution of the Quest governing body, the Authority intervened in October 2015 and voted to place the school in receivership. Joshua Kern was installed as receiver in November 2015. He has made multiple reports to the Authority regarding progress at Quest since his appointment.

Due to the systemic financial mismanagement at Silver State, the Authority initiated revocation proceedings in November 2015. The Authority initially voted to revoke Quest's written charter in January 2016. Due to litigation risk and concern regarding potential ongoing financial and academic issues, the Authority directed staff to enter into settlement negotiations in March 2016. After several months of negotiations, the Authority and Silver State agreed to a settlement that permitted ongoing operation and a renewal under the governance and oversight of a court-appointed receiver and the monitoring of a court-approved trustee to enforce the terms of the receivership appointment. The court appointed Joshua Kern the receiver of Quest effective July 1, 2016. The initial Trustee resigned shortly thereafter and the court replaced her with Robert Cane. The court has also issued an order clarifying the role of the Receiver and the Trustee. This will be Mr. Kern's fourth report to the Authority related to Silver State.

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT**S U B J E C T: Consideration of Revised Infinite
campus Database Split Proposal**

<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: October 21, 2016

AGENDA ITEM: 10

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Melissa Mackedon, Vice Chair, SPCSA**FISCAL IMPACT:****BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):****LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 30 Mins****SUBMITTED BY:** _____

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

S U B J E C T: Update, discussion and possible
action regarding the State Public Charter School
Authority's Strategic Plan

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

MEETING DATE: October 21, 2016

AGENDA ITEM: 11

NUMBER OF ENCLOSURE(S): 1

PRESENTER(S): Patrick Gavin, Executive Director, SPCSA

FISCAL IMPACT:

BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):

LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 30 Mins

SUBMITTED BY: _____

BRIEFING MEMORANDUM

TO: SPCSA Board
FROM: Patrick Gavin
SUBJECT: Agenda Item 11—Strategic Plan
DATE: October 21, 2016

Background:

The Authority adopted its first [strategic plan](#) on March 23, 2013. Based on feedback from NACSA and WestEd in the fall of 2015, the Authority began revisions to its strategic plan in May 2016. At that time, the Authority identified two key objectives and four goals in the [draft document](#).

Objectives:

- 1) **By 2020, increase the number of high quality seats in SPCSA-sponsored charter schools to 60,000.**
- 2) **By 2020, enroll a statewide student population which is representative of our sending schools.**

Goals:

- 1) **Open and sustain quality schools that reflect the demographics of their community**
- 2) **Unwavering Commitment to High Quality Schools—4 & 5 Star Schools**
- 3) **Fulfillment of Public School Obligations**
- 4) **Facilitate a Community of Practice Among Charter School Operators and Leaders to Build a Culture of Innovation and Collaboration**

Pursuant to a request from members of the Authority, staff broke out the review of the proposed measures for consideration over the next several meetings. The Authority has approved the metrics

and other revisions over the past several months. Those changes are incorporated into the current strategic plan.

Staff has drafted additional content to support the strategic plan in the attached PowerPoint in the form of the revised mission, core beliefs, core functions, and theory of action.

Recommendation:

Staff requests endorsement of the revised mission, core beliefs, core functions, and theory of action and final approval of the full strategic plan.

Vision

A quality public school of choice for every Nevada child.

Mission

The SPCSA improves and influences public education in Nevada by sponsoring public charter schools that prepare all students for college and career success and by modeling best practices in charter school sponsorship.

Beliefs

Students First --High Expectations – Excellence--Autonomy/Accountability – Continuous Improvement--Leadership

Objectives**Goals****Measures**

- By 2020, increase the number of high quality seats in SPCSA-sponsored charter schools to 60,000.
- By 2020, enroll a statewide student population which is representative of our sending schools.

Open and sustain quality schools that reflect the demographics of their community

- Proactive Enrollment Practices
- Equitable Funding
- Focusing on local talent to open new schools

- % open-enrollment schools with weighted lotteries
- % schools with mission-specific at-risk preferences
- #/% of 4/5 star schools successfully incubating leaders for new charters

Unwavering Commitment to High Quality Schools—4 & 5 Star Schools

- Approve only the highest quality applicants
- Reward High Quality Schools and Disseminate Best Practices
- Sanction low performing schools
- Align standards to assessments
- Third party comprehensive assessment of the quality of the sector

- #/% of seats at 4/5 star levels or equivalent
- #/% of new schools rated 4/5 star in 1st rating year
- #/% of low-performing schools closed each year

Fulfillment of Public School Obligations

- Ensure equitable service to traditionally underserved populations
- Reward schools that equitably serve underserved populations
- Investigate and sanction schools that do not equitably serve underserved populations
- Recognize problems and encourage partnerships to facilitate solutions for children's environmental challenges

- #/% of open enrollment schools with all subgroup populations within 10 %points of sending schools
- #/% of schools adopting & implementing equitable policies

Facilitate a Community of Practice Among Charter School Operators and Leaders to Build a Culture of Innovation and Collaboration

- Leverage the Authority's LEA role to encourage the development and dissemination of best practices
- Collaborate with the Governor's Office, the Office of Economic Development, and other key stakeholders to encourage the formation of high quality schools that support the overarching workforce and economic development goals of the state.

- #/% of 4/5 star schools that develop & disseminate best practices in academics & equity
- #/% of 1/2/3 star schools that increase by one level or more /year
- # /% Targeted RFP school applications received/approved

Mission-- What the organization does and why it does it

The SPCSA improves and influences public education in Nevada by sponsoring public charter schools that prepare all students for college and career success and by modeling best practices in charter school sponsorship.

Vision--What the organization is trying to do/achieve; a picture of what success will look like.

A quality public school choice for every Nevada child.

Objectives

- **By 2020, increase the number of high quality seats in SPCSA-sponsored charter schools to 60,000.**
- **By 2020, enroll a statewide student population which is representative of our sending schools**

Core beliefs--Principles that guide an organization's internal conduct as well as its relationship with the external world.

We believe that our success depends on:

- Making decisions that put the academic interests of our students first.
- Maintaining high academic, organizational, and fiscal expectations.
- Implementing policy and practice that reflect national best practices.
- Recognizing that our schools receive autonomy in exchange for accountability.
- Ensuring that our schools treat students and families in a fair and transparent manner.
- Holding ourselves and others accountable for improved student outcomes.
- Developing a culture of leadership and a community of practice that fosters academic excellence and equitable enrollment.

Core functions--The organization's major activities; its major lines of work or business.

- Improve the environment for charter schools in Nevada by developing and advancing a policy agenda to support best practices, providing a voice for high expectations, exercising appropriate oversight and performance management of schools, maintaining productive relationships with elected officials, school districts, school boards, and superintendents and other stakeholders.
- Conduct a rigorous new schools application and review process.
- Execute performance contracts with each school.
- Oversee and performance manage sponsored schools.
- Provide strategic technical assistance to the extent such activities are funded by the legislature.
- Review, expand, replicate, renew. and close schools based on the performance contract.

Theory of action--The organization's operating hypothesis for advancing change, expressed as a statement about cause and effect. Typically, it takes the form: "If we do X, then Y will occur."

If we establish and implement a performance contract based on ambitious goals for student growth, academic attainment, and transparent and equitable enrollment practices, and

Raise expectations for academic excellence, organizational effectiveness, and financial management, and

Attract high quality proposals for new schools, and

Create an environment in which high quality charter schools can expand and low performing charter schools are compelled to improve in order to continue to operate,

Then, more new quality schools will open, existing schools will improve their performance, and persistently low performing schools will close,

Resulting in an increase in the number of high quality seats and a student population reflecting of our state's diversity,

And a quality public school choice for every Nevada child.