

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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EXECUTIVE SUMMARY

Provide a brief overview of your school, including:

- An overview of the mission and vision for the school

Quest's mission is to provide a quality Kindergarten through Grade 8 educational program, accessible to all children regardless of economic status or ethnicity that ensures they have the necessary skills, knowledge, and confidence to succeed in the future. For that success, Quest believes in focusing on the development of the whole child. Children must have support for their physical, social, emotional, and academic growth. Academic growth is supported through teaching a shared knowledge of history, science, art, and music. Quest's vision is one where every student matters and there are high expectations for academic excellence.

- 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.

I: In 2008, Quest opened its first campus under the name of Imagine in the Valle in the Durango YMCA. In 2010, the campus moved to the location referred to as the Montecito campus. While at the Montecito campus, the school severed ties with Imagine School Inc. and named the school Quest Preparatory Academy. The Montecito campus moved in the summer of 2015 to the Torrey Pines location. The Torrey Pines campus currently serves Kindergarten through 8th grade. This is the campus we are requesting to relocate to the proposed facility, which will be referred to as the Northwest campus.

II: Alexander Campus-Kindergarten; Opened 2012

III: Bridger Campus-Kindergarten through 5th grade; Opened 2014

- Proposed facility and target communities

The proposed facility is located 1.7 miles from the current Torrey Pines campus and will be referred to as the "Northwest campus". It is currently occupied by Founders Academy and is located at 4025, 4035, 4075 and 4145 N. Rancho Drive, Las Vegas, NV 89130. The facility will be able to house the current students at Quest. The target communities will continue to be those currently served at the Torrey Pines campus. Currently, 35% of our students receive Free or Reduced Lunch, and that community will continue to be a high priority at the new location. Quest also embraces diversity and wants to continue serving a demographic population that is similar to our current student body of approximately 32% Hispanic, 29% African American, 23% Caucasian, 7% two or more races, 5% Asian, and 3% Pacific Islander.

- The outcomes you expect to achieve at the new location

Quest Preparatory Academy expects to achieve a long term, affordable, and educationally appropriate location for the affected campus. Over 9 years, this campus has had 4 locations. The stability of a long term campus is integral for the success of the school.

- The key components of your educational model for the relocated school

The key components of the relocated campus will be consistent with the education model currently implemented at every Quest campus. Quest implements curriculum choices that support the Nevada Academic Content Standards (NACS). Research-based best teaching practices are implemented and teachers differentiate instruction to meet all students' needs. Quest Academy follows the rigorous Core Knowledge Sequence in grades K-8. The Core Knowledge Sequence provides a clear outline of content to be learned grade by grade so that knowledge, language, and skills build cumulatively from year to year. This sequential building of knowledge not only helps ensure that children enter each new grade ready to learn, it also helps prevent the repetitions and gaps that so often characterize current education. Core Knowledge sets high expectations for all children that are achievable thanks to the cumulative, sequential way that knowledge and skills build. Quest Academy ensures that students gain knowledge in history, science, art, and music along with emphasizing critical thinking and problem solving. Core Knowledge is a coherent, knowledge rich curriculum that will empower our students to achieve success throughout life.

By following the NACS and implementing the Core Knowledge curriculum, students, parents, and staff can work together toward common goals and ensured success. In addition to the Curriculum and textbook resources, teachers have the ability to incorporate other resources to enhance the learning environment for each and every student. Quest utilizes Go Math! for math instruction, Core Knowledge Language Arts for reading and writing instruction, and Discovery Education for science and social studies instruction. While the content of what is being learned is consistent within each grade level, the manner in which instruction is given varies according to the unique learning environment of each classroom. While there is variance in instruction, the main standard of academic success is measured through concrete results and same-student learning gains.

- The values, approach, and leadership accomplishments of your school or network leader and leadership team

The approach of our school is, as stated in our vision is that every student matters. This means Quest values the development of the whole child and strives to provide quality instruction for academic achievement as well as support for social, emotional, and physical growth. Quest values instruction targeted to individual's needs and keeps the class size ratio low to accomplish this task. Quest Receiver Joshua Kern, along with support from TenSquare, a national charter school support organization is supporting the school's mission and vision.

- Key supporters, partners, or resources that will contribute to your relocated school's success

For our relocated school's success, key supporters and resources will be needed. Parents and families provide a strong support system. They are partners in education and we are a team that has the same goal of success for every student. For communication, the Principal holds monthly meetings with parents. The front office personnel sends out communications weekly via email and monthly calendars. A Parent Advisory Committee has been created to support the relocation of the Torrey Pines campus. Parents also volunteer in classrooms and during school events such as Fiesta Friday and field trips. The staff is another important group for our success. The staff is excited about the prospect of an educationally appropriate facility and will work with the families and communities to share information regarding the relocation and advantages of the move. Administration also works with the fire department and the police department's northwest command branch to orient them with our campuses and build a supportive relationship throughout the school year. Another key partner and resource is TenSquare, which has already completed a performance audit and is working with the school to help it adapt to the upcoming changes and succeed with high expectations. The Anton Group is also a valuable resource that will work to ensure we have a solid financial plan and budget with the relocation and future years of Quest.

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.

Quest Preparatory Academy prides itself on being one of the most diverse charter schools in the Las Vegas area. We will continue to serve the diverse communities as described in the proposed facility and target communities section above by focusing on various teaching strategies to include whole group instruction, small group instruction, and cooperative learning. Our interest in serving this community lies in closing the achievement gap for all learners.

- (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.

Quest Preparatory Academy is relocating to a facility 1.7 miles from the current location which will allow us to continue to serve the current population of grades K-8. The new location will serve our current families and allow for additional growth. In alignment with the SPCSA mission, Quest delivers a common core aligned curriculum with a focus on various learning styles in order to prepare students for college and career readiness.

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 facility;

With the leadership and guidance of our Receiver, Quest Academy has been able to move from 'crisis' to 'risk management'. The school has implemented a new financial management plan, contested unlawful agreements and leases, rightsized the school's staff, appointed new administrators, and made strategic cuts to other expenses to ensure that the school is on a fiscally viable path. The new location meets the requisites set by Quest Academy stakeholders, including a location that serves our current student body, has the ability to provide the necessary educationally appropriate amenities, and also meets Quest Academy's financial constraints. The renegotiation with the new property owners has resulted in a ten-year agreement that will allow Quest to save over \$16,250 per month compared to our current location, and allows us a savings of \$16,000 per month less than what Founders Academy is currently paying. Over the course of the ten-year lease, this results in savings of \$1,950,000 and \$1,920,000 respectively. At this point the primary concern is that some unforeseen event will prevent Quest from being able to move out of its current location and into this new one.

- b. Insufficient talent pipeline/difficulty transferring and recruiting faculty to the new location;

As the new location is 1.7 miles from our current location, there is no geographic hardship on current staff and faculty to relocate to the new facility. Additionally, over 95% of staff at the Torrey Pines campus has indicated their intent to return to Quest for the 2017-2018 school year. Also, the staff greatly anticipates enjoying the amenities provided by the move to the permanent structures such as playground, gymnasium, increased room sizes, and security of the new facility.

- c. Insufficient leadership pipeline/difficulty transferring and recruiting school leaders to the new location;

School Administration, leadership and business office personnel will all be transferring to the new location. Due to the proximity to the current location, the move does not provide a hardship on leadership personnel.

- 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

In consultation with parents, community leaders and staff, the school has conducted extensive outreach, and research regarding the criterion in which a new location was to be chosen. The Torrey Pines campus is not ideally suited to meet the needs of the student body. The Quest Torrey Pines campus is geographically spread out and divided across grade levels: K-2 students are in an enclosed building connected to a playground and parking lot; 3-8 grade students' classes are divided among two sets of trailers (referred to as portables) and another free-standing building that has entry points into classrooms only from the outside. While faculty, staff, and leaders use the space very efficiently for pickup and drop-off car lines, the setup of the campus is not conducive to a culture of community. Students (and staff) are dispersed across large swaths of parking lots, grassless fields, and an amalgamation of structures housing their classrooms.

During teacher interviews, teachers shared that some parents did not deem the campus to be safe and therefore did not re-enroll. Three weeks into the 2015-2016 school year, the area around the Torrey Pines campus was ungated. This was a major cause of concern from parents who believed the level of safety at the Torrey Pines campus would not match the level of safety at other charter schools in the area. This was primarily due to the proximity of a major roadway and an open campus. This resulted in over 200 families exiting Quest after the 2015-2016 school year.

Currently, physical education classes at Torrey Pines are being held outside on the pavement, in dusty courtyards, or across empty parking lots in elevated temperatures. In interviews with Torrey Pines K-2 teachers, teachers noted that the Torrey Pines K-2 playground facility is not conducive to healthy and clean play for its younger students. This makes it difficult to ensure students are comfortable, clean, and hydrated in elevated temperatures.

The current campus selection met the requisites for geographic considerations of our parents and student body. As the new campus is located less than 2 miles away, our parents and school are excited about the new site and the ability to continue serving this same community.

Since the announcement of the proposed relocation, parents that had not planned on returning to Quest are reconsidering for the 2017-2018 school year.

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.

Quest Academy has met with several challenges regarding facilities. Finding a stable, long term, affordable solution proved to be a challenge as we moved from location to location since 2008.

Quest Academy's Montecito campus was challenged by a short term lease and required an unanticipated move to a new location when it was discovered at a late date that the Landlord was not willing to renew the lease term.

In the search for a new campus, Torrey Pines unfortunately resulted in a facility that is unstable, unaffordable, educationally inappropriate, and embroiled in lawsuits.

In mitigating these challenges, Quest Academy, in conjunction with parents, the Board, and our community, has defined very clear requirements in search of the new location and its contractual obligations regarding the new facility. Our solution is a long term lease in which any escalation in cost is tied directly to funding per pupil, the provision of permanent structures, and our assertion to maintain informed stakeholders.

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.

Many of Quest Academy's parents have expressed concerns regarding the non-permanent structures (i.e. portables), as well as the limited amount of space for students to play in (e.g. playground and sports areas) at the school's current location at Torrey Pines. During parent meetings, or even during informal and casual conversations with the administration and staff members, parents have requested or asked for improvement on these areas in order to benefit the students. These parents, along with Quest Academy's staff members, served as advocates for the students and their need for a better campus. Their advocacy informed the Receiver and the school's current leadership team in their search for another campus location that will better suit the needs of Quest Academy's student population.

- (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?

After receiving approval of the amendment to relocate, the administration team at Quest Academy plans to hold the following activities to provide information and to encourage the parents to ask questions and for the team to address any concerns, as well as to establish buy-in among families:

a. Open House Events for Current and Prospective Quest Families: Quest families will be given an opportunity to walk in and around the new campus during the planned Open House events in April and summer 2017. Families will also be able to meet administration and some of the staff members who will be at the events.

b. Parent Informational Meetings: The principal will continue to hold monthly meetings with parents to update them on the progress of the relocation and to answer any questions they may have.

c. Open Lines of Communication with Current and Prospective Quest Families: Quest Academy has designated people available to answer parents' questions or concerns. They will be available via phone during school hours, and via email. They are also available to answer questions when parents come in to see them at the front office.

d. Up-to-Date School Relocation Information on Quest Academy's Website and Social Media account: Upon approval of the amendment to relocate, Quest also aims to update current and prospective Quest families on the relocation information via the school's website (www.questlv.com) and its Facebook page, where parents can also ask questions and get answers.

(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.

Quest Academy has a Parent-Teacher Organization (PTO) whose members are actively involved in organizing and participating in school activities. They are also involved in reaching out to other parents to disseminate information regarding school events and any changes that may affect them and their students. The Quest Academy Administration and PTO plans to inform and enlist parents' help in moving certain school furniture and materials from the current location to the new location. Current Quest middle school students may also be awarded community service hours for volunteering to help with the move.

Quest also plans to enlist help from its parents and students when planning and setting up the new playground. Quest feels that allowing for them to help establish this area of the new location will make them feel a part of the family, and will make them feel that their input is an integral part of planning for the new location.

(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.

With already established partnerships and relationships, our students and parents have been afforded many great opportunities and resources from community organizations and businesses which include: field-trips, family dine-nights, family events, extracurricular activities (athletics, dance, art, music), local community events, assistance programs, camps, partnerships with neighboring local schools, and college programs.

It is our hope that in relocating we will continue to grow and become even stronger members of the surrounding community. Quest will continue to seek opportunities to establish long-lasting relationships and partnerships with community stakeholders in the surrounding area. These stakeholders will include community organizations, businesses, and educational institutions as it relates to our school's core mission, vision, and supporting programs. The community partnerships and relationships that will be established by our relocation will provide students and parents with many more extraordinary opportunities to grow.

(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?

Quest has established partnerships and relationships with community members for the past 8 years. Our facilities have been made available for public use to local churches, after school clubs, vendors, and community organizations. In recent years we have learned that we must continue to make community engagement a priority with local organizations, surrounding neighborhoods, and look to establish an infrastructure to implement that commitment.

Quest faculty will continue to openly receive feedback from our students, parents, and community stakeholders. Quest will respond to questions and concerns through conversations, public forums, surveys and committees. Quest will communicate proactively with parents, community organizations, and businesses by using traditional and nontraditional communication tools and events. We will conduct regular monthly meetings with the school principal, keep the school webpage current, and utilize community events and social media (Facebook, etc.).

Quest will plan community meetings and partnerships with local businesses, law enforcement, and other community groups. We will also attend community meetings to form relationships with residents of the surrounding area and help them better understand Quest and its relationship to the State Public Charter School Authority, students and community.

(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.

Quest's Receiver and the Quest leadership team have been the primary collaborators in planning the relocation of the campus. Input was also received from faculty during staff meetings and from parents during public comment at open board meetings, through which attendees had the opportunity to communicate support as well as discuss concerns and ask questions about the relocation. Quest will continue to offer meaningful ways to involve faculty, students, parents, and community members to contribute to the campus development.

**PRE-KINDERGARTEN PROGRAMS (All Operators Currently Operating or Proposing to Operate Pre-K)
Not Applicable**

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.

Quest Preparatory Academy will not be offering pre-kindergarten programs. This section is therefore 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).
 - (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.
 - (c) Identify any Board development requirements relative to the organization's governance needs at each stage of the transition.
 - (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.

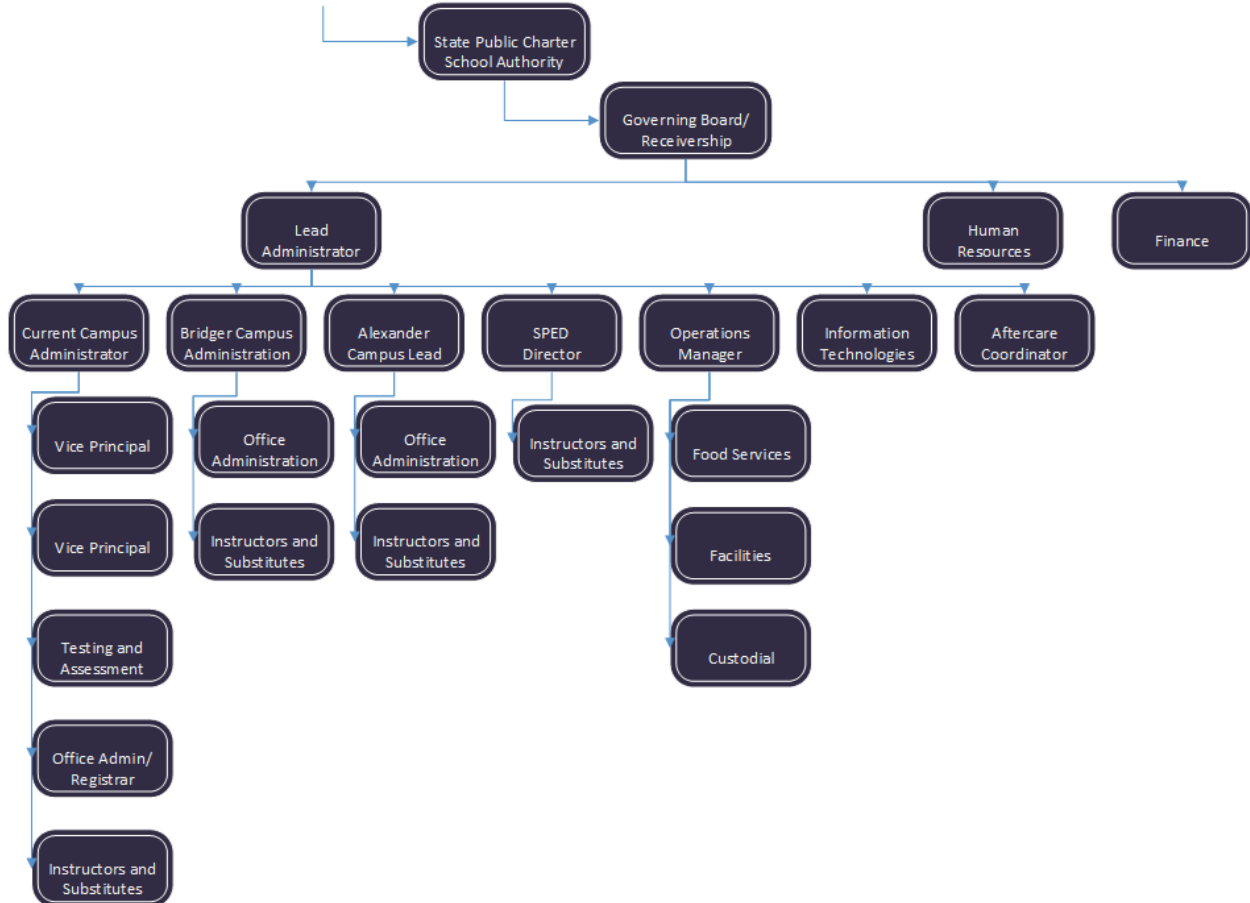
The relocation will not affect the composition of the Governing Board. At present, through the direction of the State Public Charter School Authority, the Quest Academy Governing Board has been disbanded and replaced by the SPCSA Receiver, Josh Kern of TenSquare. The Receiver will continue to oversee and support the leadership team throughout the relocation.

(2) Organization Charts and Decision-Making Authority:

(a) Provide the following organizational charts:

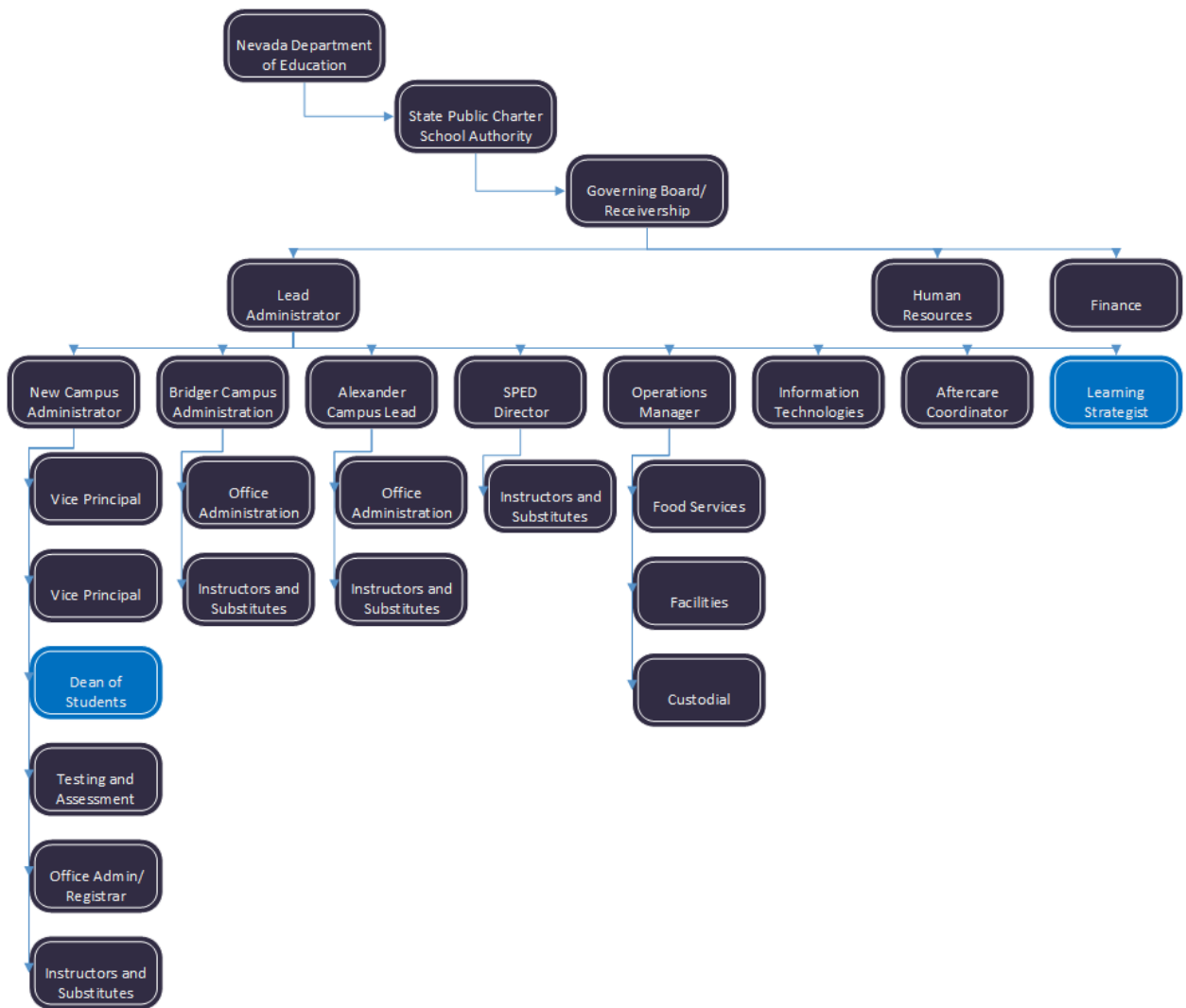
Current

Quest Academy's current organization structure for all campuses is outlined below.



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

Quest Academy's future organizational structure for all campuses is outlined below. The Torrey Pines campus, as indicated in the previous organization chart, is replaced by the 'New Campus' roles below. The future organization chart includes two new positions, the Learning Strategist and the Middle School Dean of Students. The Receivership is eventually replaced by a Governing Board. As Quest Academy has no current intention of charter expansion, this chart encompasses both the three-year, and the six-year projection.



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.

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

Quest Academy's current organization model works well with the size and structure of each of our campuses. Quest is able to provide support services across the charter while reducing unnecessary redundancy and streamlining processes and reporting. The changes identified in the organizational charts above to include the use of a Learning Strategist to best assist our academic staff and provide the most effective solution to our student body. It also includes a Dean of Students for the Middle School to provide leadership and mentoring, and address specific concerns facing our older grade levels.

(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.

Quest Academy is fortunate to have a Lead Administrator, Janelle Veith, who has 14 years' experience in education as an educator and administrator and a Receiver, Josh Kern, of TenSquare , who is a nationally recognized leader in the charter school sector.

Administration Staff: Reports to and make recommendations to the Lead Administrator 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.

Operations Manager: Oversee matters pertaining to Facility Management, Food Services, Maintenance, and support staff, including a cumulative 15 years of experience in logistics and relocation. Accountable for the school's short, medium, and long-range facilities plan through collaboration with the Administration, Finance, PTO, and other committees to develop facilities requirements and options and to present recommendations to the Receiver.

Marketing Team: Develops fundraising strategies, promotional efforts, advertising, and outreach.

Parent Advisory Committee (PAC): Facilitates constructive communications between the Receiver, administration, employees, and Quest Academy's families.

Finance Committee: Oversees the financial affairs of the school and review and make recommendations to the Receiver about financial policies of Quest Academy.

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

While in receivership, Quest Academy has undergone not only a financial audit and reconstruction, but an Academic and Performance evaluation in which the entire leadership staff has been

evaluated to identify strengths, challenges, and opportunities in the areas of school performance and student achievement; leadership; school culture; and curriculum, instruction, integration of technology, teacher coaching, and professional development. The outcome has produced a solid plan for providing a robust, focused and effective structure and through their assessments, guidance and support, we feel secure in our depth of leadership. Thus far, TenSquare has provided us with excellent resources and training for our employees.

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.

Quest Academy will recruit and market for the new campus in a variety of methods that will target students from all demographic and social areas. Some of these methods will include: participating in several community events throughout the city, posting ads on social media avenues such as Facebook and Pandora, mailing postcards to the surrounding area, passing out flyers on foot at local businesses and canvassing local neighborhoods. Additionally, we utilize a referral program for our current families and vendors to recruit new families. Quest has and will continue to adhere to the NRS 286.580 and SB208 in regards to student recruitment as reflected in our profoundly diverse demographics and moderate percentage of special populations. We participate in the National School Lunch Program which allows us to reach out to families in poverty. We also provide tutoring to our English language learners and students in the academic intervention program, which allows us to reach out to academically low-achieving students, students with disabilities, and other youth at risk of academic failure.

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.

Since its inception, Quest Academy has admitted students through a legitimate lottery process, wherein information regarding ethnicity, socio-economic, linguistic, and special needs are not factored. At the time of enrollment, information in relation to income is not requested, therefore, does not factor in to a student's admittance. Quest has always maintained an exceptionally diverse

population in both ethnic and special population groups in comparison to current zoned schools as shown in the tables below. Our diversity has continued to be one of our biggest draws over the years when speaking with parents and community members. We also continue to attract new enrollment and retain current enrollment due to our small class size, family oriented program, standard uniform attire, and high academic standards. We have used many marketing methods over the years to include: mailers, highway billboards, community events, door hangers, promotional items, and social media. Our biggest marketing tool has consistently been word of mouth within the school community through current families and staff, which reflects highly on the quality of our educational program and overall school experience. Our retention rate in all groups is consistently high with the exception of the most recent year due to facility needs, therein resulting in the need for the acquisition of the new proposed facility, which will better suit the educational and safety needs of our students.

	American Indian/ Native American	Asian	Hispanic	Black/ African American	White	Pacific Islander	Multi-Race	IEP	%	IEP	%	FRL	%	Retention from prior year
2008-2009	2	10	44	92	65	13	0	15	7	8	4	45	20	N/A
2009-2010	4	10	64	125	105	24	0	19	6	14	4	77	23	82%
2010-2011	0	13	111	123	238	37	0	34	7	31	6	152	29	70%
2011-2012	0	16	111	116	300	45	0	34	6	21	4	175	30	82%
2012-2013	11	73	326	323	571	57	99	130	9	116	8	323	22	88%
2013-2014	0	39	171	191	373	51	31	45	5	24	3	244	29	88%
2014-2015	11	28	171	201	516	47	27	61	6	70	7	155	15	86%
2015-2016	10	66	311	297	446	44	101	122	10	74	6	322	25	81%
2016-2017	5	35	233	209	168	19	54	75	10	68	9	251	35	64%

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 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

¹ 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.

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.

Name	American Indian %	Asian %	Hispanic %	Black %	White %	Pacific Islander %	Two or More Races %
Quest Academy	0.75	5	22.33	22.12	39.11	3.9	6.78
Eisenberg ES	-	3.61	36.45	14.78	34.15	-	8.37
Kahre ES	-	3.92	32.65	16.98	31.53	-	11.94
Leavitt MS	-	3.94	23.33	11.9	51	-	7.55
Tobler ES	-	3.61	48.11	14.6	25.26	-	6.19

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.

Our enrollment calendar for the first year was the 2008-2009 school year. Once we required the need for a lottery process, we began the open enrollment window during the entire month of February following the re-enrollment window for current students during the entire month of January. Once the open enrollment window is closed on the last day in February, the lottery is conducted on March 1st of each year. The lottery is conducted by randomly drawing numbers and assigning them to the applications received during the open enrollment window. Any applications that are received after the lottery is conducted will be added to the waiting list of the corresponding grade level on a first come, first serve basis.

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.

Our target re-enrollment for the upcoming school year has been 80%, which was determined as the average rate of retention over the last 9 years of existence. We expect the rate of return to increase from the last school year due to the increase in quality of the proposed educationally appropriate facility. Currently, 91% of students have indicated they will be returning for the 2017-2018 school year. Each year we expect the rate of return to increase by 2% until the facility's capacity is met. We have come to the determination of the rate based on historical data and the stability of a permanent facility. Please refer to the tables below based on the minimum, planned, and maximum projected enrollment at each grade level. The enrollment targets will be monitored closely by the Registrar and administrative team.

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?

Quest Academy will continue to incorporate special education trainings for staff members in order to ensure that they are knowledgeable in understanding and meeting the needs of the school's special education population. Members of Quest Academy's special education department, along with the administration team, are also available to assist and support staff members and parents who have questions or need any clarification about Quest's special education population and services provided to them.

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?

Since Quest is an established charter school, the student recruitment plan will continue as is it currently implemented. Quest utilizes social media, a website, and public events such as back to school fairs to sustain and increase enrollment. The marketing committee meets bi-monthly to discuss effective strategies and organize activities and events. To backfill vacancies, the school will reach out to community groups, neighborhoods within a two mile radius of the school, and implement a referral program.

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).

(g) Minimum Enrollment

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	0	0	0	0	0	0
K	21	21	21	21	21	21
1	72	80	80	80	80	80
2	80	80	80	80	80	80
3	80	80	80	80	80	80
4	65	75	75	75	75	75
5	68	65	75	75	75	75
6	69	68	65	75	75	75
7	68	69	68	65	75	75
8	55	68	69	68	65	75
9	0	0	0	0	0	0
10	0	0	0	0	0	0
11	0	0	0	0	0	0
12	0	0	0	0	0	0
Total	578	606	613	619	626	636

(h) Planned Enrollment

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	0	0	0	0	0	0
K	21	21	21	21	21	21
1	80	80	80	80	80	80
2	80	80	80	80	80	80
3	80	80	80	80	80	80
4	73	75	75	75	75	75
5	75	73	75	75	75	75
6	72	75	73	75	75	75
7	71	72	75	73	75	75
8	58	71	72	75	73	75
9	0	0	0	0	0	0
10	0	0	0	0	0	0
11	0	0	0	0	0	0
12	0	0	0	0	0	0
Total	610	627	631	634	634	636

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

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	0	0	0	0	0	0
K	21	21	21	21	21	21
1	80	80	80	80	80	80
2	80	80	80	80	80	80
3	80	80	80	80	80	80
4	75	75	75	75	75	75
5	75	75	75	75	75	75
6	75	75	75	75	75	75
7	75	75	75	75	75	75
8	75	75	75	75	75	75
9	0	0	0	0	0	0
10	0	0	0	0	0	0
11	0	0	0	0	0	0
12	0	0	0	0	0	0
Total	636	636	636	636	636	636

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.

The rationale for the number of students and grade levels served in year one of the relocated campus stems from the stability of the current students intending to stay with Quest at the new site. Currently, the Torrey Pines campus holds 534 students and over 91% of those students are electing to return for the 2017-2018 school year. We plan to attend school fairs, community events, and neighborhoods to gain additional students from the neighborhood. The growth in the subsequent years accounts for the grade level moving up with the continued rate of retention and classroom availability. Adjustments and changes will be made as the Spring and Summer bring additional applicants to various grade levels. The Registrar will monitor the enrollment weekly to ensure we are on target. The success of our students is the determining factor in our growth plan.

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.

Although currently under Receivership, Quest Academy 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. Quest Academy shall strive 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 community. Lastly, Quest Academy 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, clubs, parent committees, 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.

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?

Quest Academy understands that as a result of SB509 that Quest may be required to enter into amended and restated charter contracts as a condition of being granted an amendment. Quest Academy will strive to comply with all requests in the event that the Authority required to develop additional technical amendments and contractual changes as statutory and regulatory requirements evolve.

Quest Academy does not intent to change our current Bylaws, Code of Ethics, or Conflict of Interest Policies. The purpose of Quest Academy's conflict of interest policy is to protect Quest's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Quest 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.

Our Policy is as follows:

QUEST ACADEMY

GOVERNING BOARD CONFLICT OF INTEREST POLICY

Article I Purpose

The purpose of the conflict of interest policy is to protect the interest of QUEST ACADEMY PREPARATORY EDUCATION, a State funded Charter School (hereafter "QUEST") when QUEST is contemplating entering into a transaction or arrangement that might benefit the private interest of a member of the Governing Board, an officer, or a staff member of QUEST 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 state funded charter schools, or nonprofit and charitable organizations. The Governing Board may provide parameters from time to time to address transactions that are subject to this policy to the extent that the authorized officers of the School comply with the Quest Academy Bylaws.

Article II Definitions

1. Interested Person

Any member of the Quest Governing Board, officer or staff member (as those terms are defined in the Quest Governing Board Bylaws, effective July 1, 2011), or member of a committee with 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, other than de minimis, in any entity with which QUEST has a transaction or arrangement,
- b. A compensation arrangement with QUEST or with any entity or individual with which QUEST has a transaction or arrangement, or
- c. A potential ownership or investment interest, other than de minimis, in, or compensation arrangement with, any entity or individual with which QUEST is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

Article III Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of a financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with Governing Board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate Governing Board or committee decides that 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 or

committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Notwithstanding anything herein, a conflict of interest shall not exist and no review or action by any Governing Board or committee shall be necessary for one or more grants in an aggregate amount of Five Thousand Dollars (\$5,000) or less in any single calendar year, from QUEST to an organization that is tax exempt under Section 501(c)(3) of the Internal Revenue Code, where a financial interest as described herein exists.

3. Procedures for Addressing a Conflict of Interest

a. An interested person may make a presentation at the Governing Board or committee 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 or committee 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 or committee shall determine whether QUEST 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.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Governing Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in QUEST'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 or committee 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 or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV Records of Proceedings

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's or committee'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.

Article V Compensation

a. A voting member of the Governing Board who receives compensation, directly or indirectly, from QUEST for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from QUEST for services is precluded from voting on matters pertaining to that member's compensation.

c. A voting member of the Governing Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from QUEST, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI Annual Statements

Each director, principal officer and member of a committee with Governing Board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of this conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands QUEST is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII Employee Evaluations

A conflict of interest and/or appearance of impropriety may arise when a supervisor or other QUEST employee evaluates another employee with whom he or she is involved in an intimate or

romantic relationship. Such a relationship between evaluator and the person to be evaluated taints the evaluation process, adversely affects employee morale and productivity, and compromises QUEST's interest in promoting qualified employees on a fair and objective basis. Although all QUEST employees have the right to engage in a consensual intimate or romantic relationship with another employee, the evaluation process should not be compromised as a result of such private activity. For purposes of this policy, an "intimate or romantic relationship" includes dating, sexual contact of any type, or any other similar private activity in which the Governing Board has determined may compromise an employee's ability to evaluate his or her partner effectively and impartially. A marital relationship is presumed to be an "intimate or romantic relationship."

It is the duty of both employees involved in an intimate or romantic relationship to avoid the evaluation by one such employee of the other. The employee who is chosen to evaluate his or her partner shall consult with the governing board to select a suitable and qualified replacement. The person to be evaluated shall notify QUEST personnel to select a suitable and qualified replacement in the absence of action taken by his or her partner. When a replacement evaluator is selected pursuant to this policy, QUEST shall respect the privacy of the employees involved in the intimate or romantic relationship and shall not create any record of, or place in either employee's personnel file, the reason for the need of a replacement evaluator.

If, after an independent investigation, QUEST learns that an evaluation has been conducted in violation of this policy, QUEST may take any or all of the following actions, depending upon the circumstances:

1. Reevaluate the person who was evaluated for the evaluation period in question, and such reevaluation will be conducted by a suitable and qualified replacement of his or her partner or former partner.
2. Create a record in both employees' respective personnel file indicating that an evaluation was conducted in violation of this policy.
3. Take such other disciplinary action as is deemed appropriate.

11. 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.

Quest Academy's very existence has been threatened by the relationships that have contained conflicts of interest in strategic leadership roles governing the charter. Since the removal of our

E.M.O. and the disbandment of our Governing Board in 2015, Quest has strived to identify and eliminate all potential and even perceived relationships that could pose a conflict.

12. 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 Parent Advisory Committee has been created to inform the Receiver of stakeholder input regarding the relocation.

13. 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.

If a parent or student should have an objection, they are able to make their voice heard at public school board meetings, parent advisory meetings, and through email.

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 not serve as a barrier to enrollment or ongoing attendance for students whose parents may have selected the former campus due to transportation accessibility.

Students at Quest Preparatory Academy will continue to be required to provide their own transportation to the proposed campus, which is within a mile radius from the previous location. This will not cause any barriers to enrollment or ongoing attendance for families who may have selected the former campus due to transportation accessibility. Transportation is currently administered by parents, public transportation and organized parent car pools. Quest Preparatory Academy will work with parents and students to ensure access to 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 not serve as a barrier to enrollment or ongoing attendance.

Quest Academy stands as its own School Food Authority, and contract meal planning and food delivery with Three Square, a local school lunch vendor. Three Square will provide the meals that qualify towards the National School Lunch Program (NSLP) to Quest Academy. We offer breakfast, lunch and after-school snack.

- c. Facilities maintenance (including janitorial and landscape maintenance) for the new/consolidated facility.

Quest Academy will utilize after hour janitors and on call maintenance staff to perform the daily cleaning and maintaining of the buildings and grounds. We will have a day porter to handle the emergency clean ups. Quest will contract for floor waxing and carpet cleaning by annually. Facility maintenance is funded through the use of the General Fund.

- (j) Safety and security (include any plans for onsite security personnel) for the new/consolidated facility.

Currently, there are nine cameras located around the proposed campus with 2 monitors. Parents/visitors also have to sign in using the Ident-A-Kid Visitor Management System which is a state-of-the-art system that will track all visitor, volunteer, staff and student activity at our school. Our software is easy-to-use and will scan all visitors against the National Sexual Offender Registry as well as the custom banned/custody issue (NoGo) list, to secure our campus from visitors who do not need access to your students and faculty.

FACILITIES

(5) 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.

In the past, Quest has relied on its Governing Board and appointees, to secure a facility for our main campus. Sadly, due to self-serving lease agreements, construction delays, and hollow promises, this has not turned out well for Quest. All this has changed with the appointment of our Receiver, Josh Kern of TenSquare. Under Mr. Kern's guidance, family trust has been restored, and a sense of urgency has been placed on vendors to get projects done in a timely fashion. The property selected for relocation needs to have fencing, field area and playground installed. All projects will be completed in less than the 9-week timeframe we have in-between June 7th, 2017 and August 10th, 2017.

(6) 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.

Quest will leave the Torrey Pines property clean and undamaged. Moving into a new facility will run Quest between \$12,000 to \$20,000. As of the submission of this application, the contingency plan is to stay at 4660 N. Rancho if the request to move is denied.

(7) 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 cost and responsibility of maintaining the new facility are borne by Quest Academy. The Facilities Management team reports directly to the Lead Administrator and Receiver.

(8) 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**

The address, parcel numbers, and a copy of the Assessor's Parcel Maps are included 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**

A copy of the new facility floor plan is included 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**
- (9) 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:

NOT APPLICABLE

- (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
- (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
- (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
- (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
- (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

- (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
- (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

This question is non-applicable as the proposed facility does not require any construction nor renovation prior to occupancy.

(10)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.

NOT APPLICABLE

- (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 question is non-applicable as Quest is not requesting to occupy multiple facilities over several years.

(11) Please include the organization's plans to finance these facilities, including:

NOT APPLICABLE

This section is not applicable to this application as there are no current plans to finance/purchase the school facilities

- (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

ONGOING OPERATIONS

(12) 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? **See attachment 12**

(13) 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.

Quest will transfer all of its existing insurance coverage from our Torrey Pines Campus to the new property. **See Attachment 13**

FINANCIAL PLAN

(14) 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.

REVENUES:

State Revenue: Revenue projections are based on current statutory funding levels for students residing in the Clark County School District area. The DSA per pupil unit amounts are based on the most recent DSA funding workbooks and are projected as follows:

Basic: \$5,574/pupil unit

Local: \$1,023/pupil unit

Total projected enrollment used in the projection totals 834 ADE in grades K-12. The breakdown by school site is as follows:

Rancho Dr.: 610 ADE

Alexander: 60 ADE

Bridger: 164 ADE

In addition to DSA revenue the school is projecting to maintain two special education program units totaling \$55,141/unit for a total state special education revenue of \$110,282.

Federal Revenue: Federal revenues consist of several sources. The projections are based on prior years' allocations adjusted for enrollment variations for federal special education funding. Additional federal funding is produced within the school's food service program.

Other Revenue: Other revenues included in the budget projection include the following:

- Food service revenue – student fees
- Facility rental
- Student fees

The combination of the local revenues totals approximately \$200k of support for the school's programs.

EXPENSES:

Salaries & Benefits: Salary and benefit projections are based on current staffing expenses with inflation factors included to compensate for increasing benefit costs and cost of living adjustments. Current benefit rates average 35% of total salary. This projection covers all PERS expenses, health/dental/other benefits, and related employer taxes. Continual assessment of the staffing levels and related cost will be performed as the school transitions into a new facility to ensure solvency.

Contracted Services: Contracted services include services rendered to the school for both administrative support and instructional support. Contracted service expense projections are comprised of the following elements:

- Accounting/Audit support
- Court appointed received fees
- Legal fees
- SPED contracted services

These contracted services represent historical needs and expenditure levels. Future projections are calculated on future enrollment changes and inflation factors.

Communication: The communication line item represents the phone and internet needs for the school. All types of communication fall under this line item, such as cell phones, land lines, and internet services.

Utility: Utility expense is calculated and projected based on historical costs to operate the respective facilities. Services that fall under this line item include electricity, water/sewer, and fire/security services. Projected costs include inflation factors to anticipate increasing costs of utility services

Insurance: Insurance expense is comprised of all commercial policies needed for operations. These policies include D/O, property, and other policies required.

Repairs & Maintenance: Repairs and maintenance expense includes resources needed to maintain and clean the school's respective facilities. The projection incorporates necessary supplies and related equipment rental as needed

Travel & Conferences: Travel and conferences is the primary source for professional development for the teaching and support staff.

Building Lease: Building lease is projected based on current and pending lease agreements. The school intends to lease multiple school sites to comprise one consolidated school. Current lease costs represent a reduction to the school enabling additional resources to be allocated to the classrooms.

Instructional & General Supplies: Supply projection include resources devoted to replacement of classroom materials (text books, workbooks, etc.) as well as non-instructional supplies needed during the normal course of school operations. Projected expense is based on historical purchases and includes an inflation factor to compensate for increasing future costs.

Instructional Software: Instructional software costs are reserved to purchase annual online curriculum licenses and other web-based instructional tools. Projected expense is based on historical purchases and includes an inflation factor to compensate for increasing future costs.

Food Service: Food service expenses represent the items needed to operate a high quality food service program. This line item is exclusive to food, milk, and snack purchases for the students. The projected food service cost is based on historical levels with an inflation factor to compensate for increasing costs.

Authorizer Fees: Authorize fees are tied to calculate at 1.5% of total DSA budgeted revenue

Principal and Interest Expense: The school currently has one long-term obligation. Based on the assumption that the facility is financed during fiscal 2017 the future P&I amount increase to meet the debt service requirements.

Dues & Memberships: Amount budgeted for professional associations or other membership based services.

(15) 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).

See attachment 11 for the consolidated budget for Quest Preparatory Academy

(16) 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.

See attachment 11 for the consolidated budget for Quest Preparatory Academy

(17) 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.

Attachment 1

Letter of Transmittal



February 17, 2017

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

Dear Patrick:

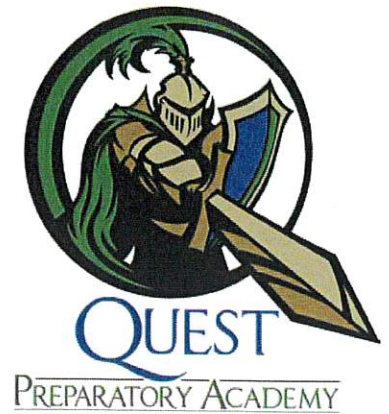
Enclosed please find Quest's 2017 Charter School Facilities Amendment Request (SPCSAAR). This amendment represents Quest's formal request for approval to relocate the Torrey Pines campus into the spaces currently occupied by Founders for the start of school year 2017-18. Per SPCSA requirements, Quest held a public meeting on January 26, 2017 where this relocation was discussed and approved. Meeting agenda and approved minutes are included in this submission.

As you are aware, the lease for the Torrey Pines campus between Quest and Tower Industries is, in part, the reason for my appointment as Receiver for Quest and the parties are currently embroiled in litigation over the lease.

Since June 2016, Tower Industries has continuously and repeatedly attempted to evict Quest from the Torrey Pines campus. Despite a good faith attempt to negotiate a fair, reasonable, and arms-length lease with Tower, Quest has been unable to reach an agreement. In short, remaining at Torrey Pines is untenable for the school.

Quest has had no choice but to pursue alternative locations for its Torrey Pines campus. As discussed at the January 27, 2017 SPCSA meeting, Quest has determined the Founders location to be the best available facility for Quest's existing Torrey Pines campus.

There are three separate landlords for the four buildings comprising Founder's current facility and Quest's future home. The four buildings total 47,568 sq. ft. In addition, Quest will lease a fifth, unimproved property, from a fourth landlord that will serve as its outdoor playing field. We have included the three leases and one sublease in the enclosed application.



The Founders location is significantly better, larger and less expensive than Quest's current facility. Following are some interesting comparisons between the Quest's current Torrey Pines campus and the Founders:

The Founders campus has nearly twice the amount of square footage in permanent structures as compared to Quest's current campus: 47,568 sq. ft. vs. 25,026 sq. ft.

Quest will be paying \$46,572.45/month, or \$0.98/sq. ft. at the Founders campus or \$1.01/ft. including the cost of the additional field. That's compared to \$1.75/sq. ft. under Quest's current lease.

Quest will be paying \$195,000/year less than Founders was paying for the same space.

Quest will be paying \$192,000/year less than the lease terms at Torrey Pines (for double the space!)

To be clear, Quest did not get any special deal at Founders. In fact, Quest will be paying on the high end of affordability for charter schools and at the high end of what the market demands. Assuming 600 students, Quest will be paying 15% of its DSA revenue in rent. With comparable properties costing between \$0.67 and \$1/sq. ft., Quest's \$0.98/sq. ft. is clearly on the high end of market.

Even still, Quest will be saving over \$16,250/month compared to our current location and \$16,000 month less than what Founders is currently paying. Over the course of a ten year lease that's a savings of \$1,950,000 and \$1,920,000 respectively.

It's worth noting that Quest's move to Founders is also quite a monumental event for Founders as well. An important aspect of this deal is that all the landlords will be letting Founders out of its leases so that Founders can pursue its new campus.

I understand Quest has missed the deadline for consideration of this application at the February SPCSA meeting; however, in light of the unusual and challenging circumstances facing Quest, I respectfully request that the SPCSA consider this application in an expedited timeframe so that Quest can move forward with its relocation efforts.

Yours,

Joshua Kern
Receiver
Quest Academy

Attachment 2

Board Meeting Agenda



GOVERNING BOARD MEETING AGENDA

4660 N. Rancho Dr.
Las Vegas, Nevada 89130
www.questlv.com

Receiver: Josh Kern

Thursday, January 26, 2017, 5:30 PM
Quest Governing Board/Receiver Meeting
Location: 4660 N. Rancho Drive, Las Vegas, NV 89130
Multi Purpose Room

Below is an agenda of all items to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the chairperson. Public comment will be taken on every action item after discussion but before action on each item, and is limited to three (3) minutes per person. Persons may not allocate unused time to other speakers. To ensure the public has notice of all matters the Board will consider, Board members may choose not to respond to public comments in order to avoid the appearance of deliberation on topics not listed for action on the agenda.

Forum restrictions and order of business: The viewpoint of a speaker will not be restricted, but reasonable restrictions may be imposed upon the time, place and manner of speech. Irrelevant and unduly repetitious statements and personal attacks that antagonize or incite others are examples of public comment that may be reasonably restricted.

Reasonable efforts will be made to accommodate physically handicapped persons desiring to attend the meeting.

Ceremonial Items

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment**

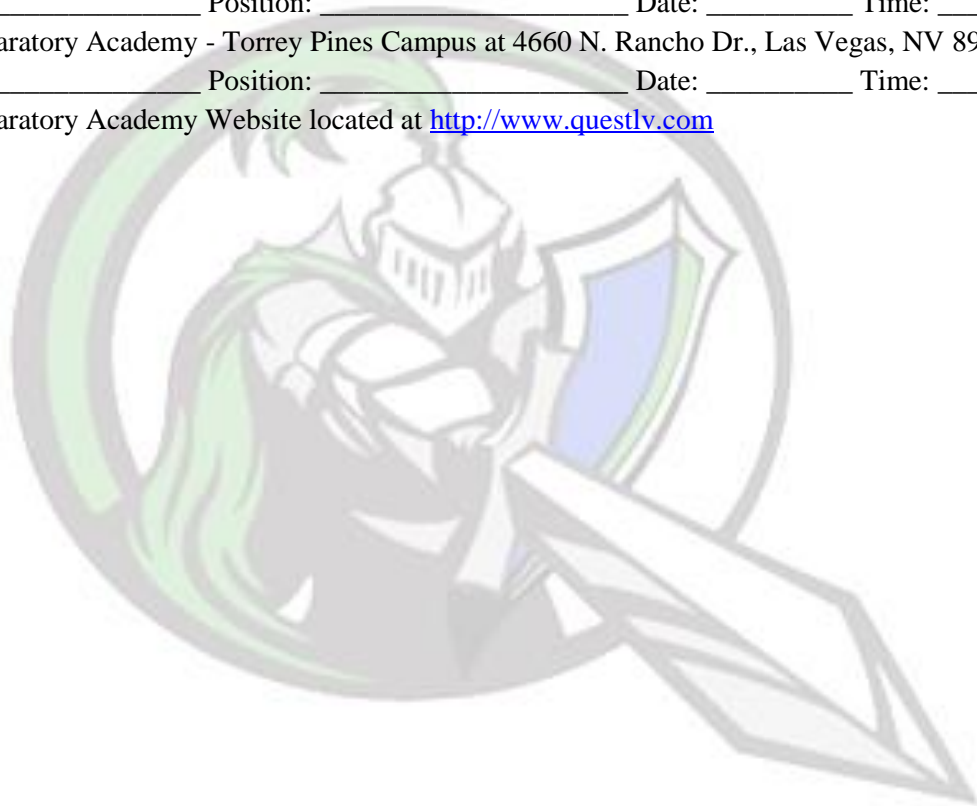
Action Items: The Board will hold discussion on the following items. The Board will deliberate and hold discussion on these items. Action may or may not be taken on these items. When applicable, supporting documentation will be provided to the public and be available at www.questlv.com.

- 5. Approval:** August 26, 2016 Meeting Minutes (Presented by Janelle Veith).
- 6. Review, Discussion, Approval:** Quest Academy Charter School Facilities Amendment Request to move the Torrey Pines campus. (Presented by Janelle Veith).
- 7. Adjournment**



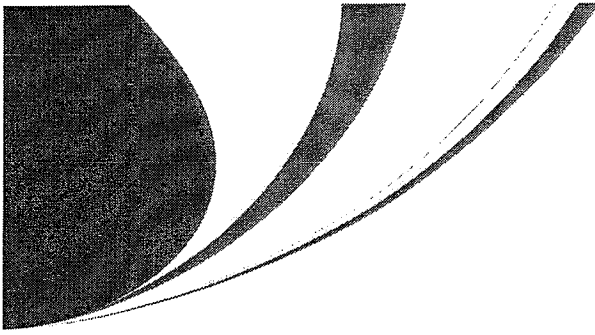
*This notice and agenda have been posted on or before 9:00 a.m. on the third working day before the meeting. In accordance with section 241.020 (2)(c)(2) of the Nevada Revised Statutes, all of the agenda items are subject to action and disposition by the Quest Academy Preparatory Education Governing Board, unless the agenda item specifically indicates otherwise. In accordance with NRS 241.020 this agenda closes three (3) days prior to the meeting date and has been posted on the Quest Academy website at www.questlv.com and at the following locations with the following sign off, position of that person and date and time posted:

1. Quest Preparatory Academy - Alexander Campus at 7550 W. Alexander Ave., Las Vegas, NV 89129
Name: _____ Position: _____ Date: _____ Time: _____
2. Quest Preparatory Academy - Bridger Campus at 1300 Bridger Ave., Las Vegas, NV 89101
Name: _____ Position: _____ Date: _____ Time: _____
3. Quest Preparatory Academy - Torrey Pines Campus at 4660 N. Rancho Dr., Las Vegas, NV 89130
Name: _____ Position: _____ Date: _____ Time: _____
4. Quest Preparatory Academy Website located at <http://www.questlv.com>



Attachment 3

Approved Minutes



Quest Academy Public Meeting

January 26th, 2017

Meeting Minutes

1. Call to Order: Receiver: Josh Kern calls meeting to order at 5:35 pm

2. Pledge of Allegiance: Yes

3. Roll Call

Josh Kern Present

4. Public Comment

No public Comment

Josh Kern, Receiver held Discussion on the following items for possible action:

5. Discussion and possible action for Approval of August 26, 2016, Meeting Minutes as presented by Janelle Veith, Lead Administrator.

JV: Request approval of August 26, 2016, Meeting Minutes as written and provided to the Receiver for review to include the approval of the Employee and Family Handbooks, the revised salary tables, athletic stipends, and auditor selection.

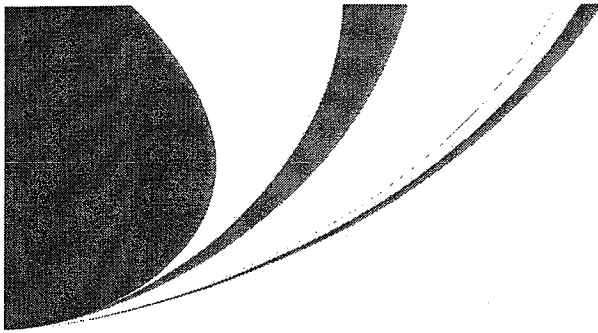
JK: Meeting Minutes are approved without changes

6. Discussion and possible action for Approval for Quest Academy to apply to the SPCSA to amend our charter to relocate the Torrey Pines Campus to a New location,

As presented by Janelle Veith, Lead Administrator.

JV: As we are currently unable to come to a long term solution with our current Landlord, Quest Academy has been researching possible alternative locations. New facility requirements include

Locality to our current location to serve our current community



Facility that can house our current size and class requirements

Cost effective

Availability meets our timeline

An understanding has been made with the Founders Academy and their current landlords for Quest to move into their current location just over a mile away from the Torrey Pines Campus.

(Refer to Campus Comparison hand out for specifics)

Permanent structures include 3 classroom buildings, a gymnasium, and an undeveloped lot large enough for a playground and grass field area, covered parking for staff.

JK: has Quest staff been informed?

JV: yes, we held administrative meetings to let them know.

JK: and how did they receive the news?

JV: they were elated. Many of them are familiar with the buildings. They are excited about the space, the interior hallways, the grass!

JK: and when would the move occur?

JV: between June 15 and 30. Founders Academy has already held public meetings of their own to prepare to move out of their campus to a new location.

JK: will the Bridger Campus move as well?

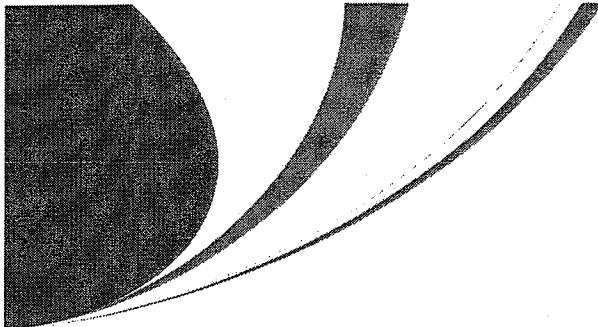
JV: no, they will continue at their current location, and so will the Alexander Campus.

Bethany Limov: will there be changes to class sizes?

JV: no, we hope to fill each class with the good news, but will continue to adhere to State statutes regarding class sizes. Changes to legislature may change the size of grades 1-3 classes.

JV: the process to amend the charter begins with receiving input from our staff and community, and gaining approval from our Governing Board. Then we must submit an application to the Charter School Authority for approval before any action can be taken.

Stacy Cool: what is your contingency plan?



JK: we have been very transparent with the SPCSA regarding our wish to stay at Torrey Pines and our need to find a suitable, economical solution for the long term. Unfortunately our relationship with our Landlord has deteriorated. Judgement on or case has been scheduled for November, and while we are sure we could stay at Torrey Pines for another year, we feel that it would be in the best interest of the school and our students to be pro-active and find another location.

No other questions are offered.

JK: I would like to motion taking action to request to amend the charter to move the Torrey Pines Campus to occupy a new facility that will not increase our enrollment beyond our contractual cap, nor reduces current enrollment or grade levels, allowing Quest to secure a long term , affordable, and education appropriate campus.

Tiffany Ferguson, Bridger Campus Administrator, seconds the motion.

JK: motion accepted, and approved.

7. Josh Kern Adjourns meeting at 6:24 pm.

Handout attached

Attachment 4

Assessor's Parcel Maps

http://gisgite.co.clarknv.us/openweb/?getParcel=13802814032

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http://wp.com-www.m... http://www.clarkcountynv... Property Records Suggested Sites Web Slice Gallery Internet Cash Management Shared with me - OneDrive

Property Information

[Click Here for Printable Map](#)

Property Information

Parcel: 138-02-814-034

Owner Name(s): INTEREST INCOME PARTNERS L P

Site Address: 4035 N. RANCHO DR

Jurisdiction: Las Vegas - 89130

Sale Date: 10/2009

Sale Price: \$1,233,952

Estimated Lot Size: 0.45

Construction Year: 2008

Recorded Doc Number: 20130521 00001043

Aerial Flight Date: 04/02/2016

- Zoning and Planned Landuse
- Legal Description
- Ownership History
- Flood Zone
- Elected Officials
- Link Info

Information

Current Tool: Select Property

Coordinates in State Plane ft

X: 760219 Y: 26786945

Flight Date: Most Current Flight

Current View: Assessor Map

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Submit Quick Search

Display Options Tools Points of Interest Resources

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Property Information

[Click Here for Printable Map](#)

Property Information

Parcel: 138-02-814-033

Owner Name(s): INTEREST INCOME PARTNERS L P

Site Address: 4035 N. RANCHO DR

Jurisdiction: Las Vegas - 89130

Sale Date: 10/2009

Sale Price: \$1,233,952

Estimated Lot Size: 0.61

Construction Year: 2008

Recorded Doc Number: 20130521 00001043

Aerial Flight Date: 04/02/2016

- Zoning and Planned Landuse
- Legal Description
- Ownership History
- Flood Zone
- Elected Officials
- Link Info

Information

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Coordinates in State Plane ft

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Current View: Assessor Map

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Property Information

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Property Information

Parcel: 138-02-814-032

Owner Name(s): SCHINNIER FAMILY TRUST and SCHINNIER DAVID E & DEBRA TRS

Site Address: 4025 N RANCHO DR

Jurisdiction: Las Vegas - 89130

Sale Date: 09/2015

Sale Price: \$2,500,000

Estimated Lot Size: 1.51

Construction Year: 2008

Recorded Doc Number: 20160205 0000249

Aerial Flight Date: 04/02/2016

Zoning and Planned Landuse

Legal Description

Ownership History

Flood Zone

Elected Officials

Link Info

Submit Quick Search

Display Options Tools Points of Interest Resources

Information

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Current View: Assessor Map

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Property Information

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Property Information

Parcel: 138-02-814-035

Owner Name(s): MYNARCIK NEVADA TRUST and FAWBASH JERI TRS

Site Address: 4055 N RANCHO DR

Jurisdiction: Las Vegas - 89130

Sale Date: Not Available

Sale Price: Not Available

Estimated Lot Size: 0.66

Construction Year: 2008

Recorded Doc Number: 20150724 00002175

Aerial Flight Date: 04/02/2016

Zoning and Planned Landuse

Legal Description

Ownership History

Flood Zone

Elected Officials

Link Info

Submit Quick Search

Display Options Tools Points of Interest Resources

Information

Current Tool: Select Property

Coordinates in State Plane ft

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Flight Date: Most Current Flight

Current View: Assessor Map

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Property Information

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Property Information

Parcel: 138-02-814-037

Owner Name(s): MYNARCIC NEVADA TRUST ETAL and FAWBASH JERRI TRS

Site Address:

Jurisdiction: Las Vegas - 89108

Sale Date: 10/2016

Sale Price: \$28,406

Estimated Lot Size: 0.19

Construction Year:

Recorded Doc Number: 20161012 00000958

Aerial Flight Date: 04/02/2016

Zoning and Planned Landuse

Legal Description

Ownership History

Flood Zone

Elected Officials

Link Info

Submit Quick Search

Display Options Tools Points of Interest Resources

Information

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Property Information

[Click Here for Printable Map](#)

Property Information

Parcel: 138-02-814-029

Owner Name(s): C S D C P C FOUNDERS ACADEMY

Site Address: 4075 N RANCHO DR

Jurisdiction: Las Vegas - 89130

Sale Date: 07/2015

Sale Price: \$1,711,470

Estimated Lot Size: 0.5

Construction Year: 2005

Recorded Doc Number: 20150724 00002387

Aerial Flight Date: 04/02/2016

Zoning and Planned Landuse

Legal Description

Ownership History

Flood Zone

Elected Officials

Link Info

Submit Quick Search

Display Options Tools Points of Interest Resources

Information

Current Tool: Select Property

Coordinates in State Plane ft

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Flight Date: Most Current Flight

Current View: Assessor Map

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Perimeter

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Property Information

[Click Here for Printable Map](#)

Property Information

Parcel: 138-02-814-027

Owner Name(s): C S D C P C FOUNDERS ACADEMY

Site Address: 4145 N RANCHO DR

Jurisdiction: Las Vegas - 89130

Sale Date: 07/2015

Sale Price: \$1,711,470

Estimated Lot Size: 0.6

Construction Year: 2006

Recorded Doc Number: 20150724 00002387

Aerial Flight Date: 04/02/2016

- Zoning and Planned Landuse
- Legal Description
- Ownership History
- Flood Zone
- Elected Officials
- Link Info

Submit Quick Search

Display Options Tools Points of Interest Resources

RANCHO PAIN & COUNTRY SHOPPING CENTER

N Rancho Dr

N Jones Blvd

75 Rhonda Dr

200ft

Information

Current Tool: Select Property

Coordinates in State Plane ft

X: 760258 Y: 26787339

Flight Date: Most Current Flight

Current View: Assessor Map

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GISMO

Attachment 5A

Lease Agreement for 4025 N Rancho

NEVADA COMMERCIAL LEASE

This Lease Agreement (the "LEASE") is entered into on this the 9 day of February, 2017, by and between: DAVID E. SHINNERER AND DEBRA SHINNERER, TRUSTEES OF THE SCHINNERER FAMILY TRUST, (hereinafter called "LESSOR"), and QUEST ACADEMY PTO, a Nevada non-profit corporation, (hereinafter called "LESSEE").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. **PREMISES AND TERM:** LESSOR, hereby leases to LESSEE for the term commencing on the 1st day of August, 2017 and ending on the 31st day of July, 2027 (the "Term") the following described premises, located in 4025 N. Rancho, Las Vegas, Clark County, Nevada:

The real property located at 4025 N Rancho Drive, Las Vegas, Nevada, and identified as Clark County Assessor Parcel 138-02-814-032, together with all buildings and improvements located thereon and all appurtenant rights therein (hereinafter called the "Premises" or "Leased Premises").

LESSEE shall have the right to occupy the Premises on July 1, 2017 with Rent due in full on July 1, 2017, or LESSEE shall pay a prorated amount for whatever days LESSEE occupies property in the month of July 2017.

LESSEE'S obligations hereunder are contingent upon LESSEE obtaining to its reasonable satisfaction prior to the commencement date hereof: (a) all government permits and authorizations to operate a charter school at the Premises, including the approval by the Nevada State Public Charter School Authority of a charter amendment permitting LESSEE to relocate to the Premises and enter into the Lease; (b) Founders Academy vacating the Premises; (c) a leasehold title policy for the Premises subject only to such exceptions acceptable to LESSEE; (d) in the event there is a deed of trust or similar encumbrance on the Premises, a non-disturbance agreement from the lender in form and substance reasonably acceptable to LESSEE providing for the terms set forth in Section 31; and (e) lease agreements for the properties at 4035, 4055, and 4145 N. Rancho Drive. In addition, LESSEE may terminate this Lease at any time prior to March 15, 2017 in the event LESSEE is not satisfied with its due diligence review of the Premises.

2. **RENEWAL:** LESSEE shall have the right to extend or renew the Lease for two (2) additional terms of five (5) years each upon the same terms and conditions of this Lease. LESSEE shall deliver to LESSOR notice of its election so to extend the Term or any extension Terms not later than one hundred eighty (180) days prior to the end of the Term or extension Term.

3. **RENT:** The LESSEE covenants to pay to LESSOR as Rent the sum of \$12,801.45 per month, (hereinafter the "Rent"), in advance without demand on or before the first day of each month commencing on the commencement date of the Lease. LESSEE shall pay one month's rent upon execution of this Lease, which amount shall be applied to the first payment of Rent due under this Lease (or returned to LESSEE if the conditions to this Lease are not satisfied). The Rent shall adjust upward by the lesser of 3% per year or the annual percentage increases in per pupil funding for Clark County, Nevada published by the State of Nevada (the "State"). For example, if the State funding remained constant for 5 years but then experienced a 5% increase at

the end of year 5, there would be no increase for the 5 years and the rent for year 6 would be increased by 3% (the lesser of 3% or the increase in that year) and remain at such amount until there were a further increase in the State funding. Alternatively, if the State funding increased by 2% at the end of year five, the rent for year 6 would increase by 2% (the lesser of 3% or the increase in that year). Any decrease in State funding will not reduce the amount of Rent, but any future increase in such funding shall be measured from the amount of the funding prior to such reduction rather than the reduced amount. Any adjustment of Rent shall be effective on the first day of the first month of each anniversary date of the Lease following any event that causes the adjustment of Rent, including during any extension Term.

4. **COMMON AREA MAINTENANCE COSTS:** LESSEE shall have responsibility for operation and maintenance of all Common Areas of the Premises other than to the extent maintained by the Rancho Alexander Business Park Association. LESSEE shall pay its costs and expenses incurred in owning, operating, maintaining, repairing or otherwise associated with the Property ("Common Area Maintenance Costs") except for charges and assessments by the Association, which shall be paid by LESSOR.

5. **LATE CHARGES:** LESSEE shall pay a late charge In the amount of 10% of the outstanding delinquent balance for any payment of the rent not made within 10 days after the due date to cover the extra expense involved in handling late payments, but not more than \$1,280 for anyone month. This charge is in addition to any other rights or remedies of the LESSOR.

6 **UTILITIES:** LESSEE shall pay all charges for utilities other than water and sewer which are to be paid by LESSOR as part of the assessments by the Association. On failure of LESSEE to pay the utilities when due, LESSOR shall enforce payment in the same manner as rent in arrears.

7. **CONDITION OF PREMISES; USE OF PREMISES:** LESSOR agrees that LESSEE, upon paying the rent and on performing all terms of this Lease, shall peaceably enjoy the Leased Premises during the term of this Lease. By occupying the Leased Premises as a Lessee, or installing fixtures, facilities, or equipment or performing finished work, LESSEE shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this Lease. Notwithstanding the foregoing, at the commencement of the Term the Premises shall be in good repair and in a reasonable clean and rentable condition with all property of any former tenant removed. In addition, all mechanical equipment must be in operating condition at the commencement of the Term and LESSOR agrees to make necessary repairs to the Premises as are described in an inspection report to be obtained by LESSEE at LESSEE's cost prior to the commencement date of the Lease.

LESSEE acknowledges that LESSEE has examined and knows the condition of the Leased Premises, and except for the requirements of the foregoing paragraph, has received the same in good order and repair, and agrees:

(a) To use these Leased Premises only for the lawful day to day activities of the Quest Academy Charter School. LESSOR may grant a license to the LIVING GRACE FOURSQUARE CHURCH to use certain areas of the Premises after hours and on weekends in a manner that does not materially interfere with the use of the Premises by LESSEE in accordance

with terms and conditions reasonably acceptable to LESSEE and LESSOR may retain any amounts paid by LIVING GRACE FOURSQUARE CHURCH for such license.

(b) To surrender the Leased Premises to LESSOR at the end of the Term or any renewal without the necessity of any notice from either LESSOR or LESSEE to terminate the same, and LESSEE hereby expressly waives all right to any notice which may be required under any laws now or here after enacted and in force.

(c) To surrender possession of these Leased Premises at the expiration of this Lease without further notice to quit, in as good condition as reasonable use will permit.

(d) To keep the Premises in good condition and repair at LESSEE's own expense, except repairs which are the duty of LESSOR.

(e) To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Premises.

(f) Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.

(g) Not to permit any waste or nuisance.

(h) Not to use the Leased Premises for living quarters or residence.

LESSEE shall pay (a) for any expense, damage or repair occasioned by the stopping of waste pipes or overflow from bathtubs, closets, washbasins, basins or sinks, and (b) for any damage to window panes, window shades, curtain rods, wallpaper, furnishings, or any other damage to the interior of the Leased Premises.

Any signs placed upon or about such Leased Premises shall, upon the end of the Term of the Lease or upon the earlier termination, be removed by LESSEE, and LESSEE shall repair any damage to the Leased Premises which shall be occasioned by reason of such removal.

At all times, LESSEE shall keep the sidewalks, if any, in front of or adjoining the Leased Premises clean and in a sightly and sanitary condition.

All repairs, except those specific repairs set forth below which are the responsibility of the LESSOR, shall be made by the LESSEE at its own expense. If the LESSOR pays for the same or any part thereof, LESSOR shall be reimbursed by LESSEE for such amount.

The LESSOR shall be responsible for making only the following repairs [check those that apply]:

[x] structural repairs to exterior walls, structural columns and structural floors and roof which collectively enclose the Premises (excluding, however, storefronts) and other items of a capital nature, and

[x] replacement of HVAC units.

LESSEE shall give LESSOR notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of LESSEE, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

8. **FIXTURES AND TRADE FIXTURES.** LESSEE shall make no changes, improvements, alterations, or additions to the Leased Premises, other than non-structural changes within the interior of the Premises, unless such changes, improvements, alterations, or additions: (a) are first approved in writing by LESSOR; (b) are not in violation of restrictions placed thereon by the investor financing the construction of the building; and (c) will not materially alter the character of such premises and will not substantially lessen the value of the Leased Premises. LESSOR may not unreasonably withhold or delay approval, and if there is a dispute as to reasonableness, it shall be determined by arbitration.

All improvements made by LESSEE to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of LESSOR upon installation. Not later than the last day of the Term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become the property of LESSOR, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by LESSEE or LESSEE's agents, employees, visitors, or licensees, excepted. All property of LESSEE remaining on the Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by LESSOR, and LESSEE shall reimburse LESSOR for the cost of such removal.

9. **SECURITY DEPOSIT:** LESSOR shall, upon execution hereof, pay a security deposit in the sum of \$12,800, which sum shall be held by the LESSOR as security for the full faith and performance by LESSEE of all of the terms, covenants and conditions of this Lease by LESSEE. LESSOR shall place cash deposit in an interest-bearing account inuring to the benefit of LESSEE.

The security deposit shall be held, applied to damages or rent and returned to LESSEE all in accordance with the laws of the state where the Leased Premises are located and in force at the time of execution of this Lease.

10. **NO LESSOR'S LIEN:** LESSOR waives any right to any lien on property on or to be brought on the Premises.

11. **DEFAULT:** Each of the following shall be deemed an Event of Default:

- a. Default in the payment of Rent or other payments hereunder.
- b. Default in the performance or observance of any covenant or condition of this Lease by the LESSEE to be performed or observed.

- c. Permanent abandonment of the premises by LESSEE.
- d. The filing or execution or occurrence of:
 - i. Filing a Petition in bankruptcy by or against LESSEE.
 - ii. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
 - iii. Adjudication of LESSEE as a bankrupt or insolvent: or insolvency in the bankruptcy equity sense.
 - iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
 - v. A petition or other proceeding by or against LESSEE for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of LESSEE with respect to all or substantially all its property.
 - vi. A petition or other proceeding by or against LESSEE for its dissolution or liquidation, or the taking of possession of the property of the LESSEE by any governmental authority in connection with dissolution or liquidation

12. **NOTICE OF DEFAULT.** The parties are desirous of giving one another fair notice of any default before termination or other action under this Lease requiring such notice. In the event of an act of default with respect to any provision of this Lease, neither party can institute legal action with respect to such default without first complying with the following conditions:

- e. Notice of such event of default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail, return receipt requested, or if unable to provide notice by these **methods, if notice is from LESSOR to LESSEE by posting the notice on the front door of the** Leased Premises;
- f. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this Lease and shall designate the specific paragraph(s) therein which relate to the alleged act of default;
- g. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date can be not less than thirty (30) days, or such longer period as reasonably necessary to cure such default so long as LESSEE is making reasonable efforts to cure such default (five (5) business days for a default in the payment of money) from the date of mailing the notice of default. If LESSEE is not reasonably able to remedy the breach, LESSEE

may avoid termination by authorizing LESSOR to enter and remedy the breach at the LESSEE'S expense. If breach cannot be remedied, LESSOR may terminate the Lease.

13. **TERMINATION:** Upon occurrence of any Event of Default, and after proper notice of default has been given, LESSOR may, at its option, in addition to any other remedy or right given hereunder or by law; Give notice to LESSEE that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than 5 days after mailing or delivery of such notice.

The foregoing provisions for the termination of this Lease shall not operate to exclude or suspend any other remedy of the LESSOR for breach, or for the recovery of said Rent for the full term.

14. **ACCELERATION.** LESSEE expressly agrees and understands that upon LESSOR'S termination of this Lease, the entire remaining balance of unpaid Rent for the remaining term of this Lease shall ACCELERATE, whereby the worth at the time of the award of the entire sum less the amount of loss of Rent that LESSEE proves could have been reasonably avoided shall become immediately due, payable, and collectable. The phrase 'worth, at the time of award' as used above, will be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). To the extent allowed by law, LESSOR may hold the portion of LESSEE'S security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

15. **REPOSSESSION:** Upon termination of this Lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises. In no event shall such re-entry or resumption of possession or re-letting as hereafter provided be deemed to be acceptance or surrender of this Lease or a waiver of the rights or remedies of LESSOR hereunder.

16. **DEFAULT BY LESSOR:** In the event of any default by LESSOR, LESSEE, before exercising any rights that it may have at law to cancel this Lease, must first send notice by registered or certified mail, or hand delivery, to LESSOR, and shall have offered LESSOR Five (5) days in which to correct and cure the default or commence a good faith effort to cure such default.

17. **RELETTING AFTER TERMINATION:** Upon termination of this Lease in any manner above provided, LESSOR shall use reasonable efforts to relet the Premises.

18. **DAMAGES:** Upon termination of this Lease in any manner above provided, or by summary proceedings or otherwise, LESSEE shall pay to LESSOR without demand or notice the following:

(a) All Rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.

(b) All accelerated Rent pursuant to Section 14 and other payments to be due under the terms of this Lease to the extent Lessor has not been able to offset same by re letting the

Premises.

(c) The costs of making all repairs, alterations and improvements required to be made by LESSEE hereunder, and of performing all covenants of LESSEE relating to the condition of the Premises during the Term and upon expiration or sooner termination of this Lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by LESSOR or the amounts actually expended or incurred thereafter by LESSOR.

(d) The reasonable attorneys' fees and other costs.

19. **EXCLUSIVITY OF LESSOR'S REMEDIES:** The receipt of Rent after default, or after judgment or after execution, shall not deprive the LESSOR of other actions against the LESSEE for possession or for Rent or for damages, and all such remedies are non-exclusive and can be exercised concurrently or separately as LESSOR desires.

20. **LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY:** The LESSOR shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Premises or building from any cause, during the Term or any renewal of this Lease unless caused by the negligence or misconduct of LESSOR.

21. **TAXES:** Property taxes on the Leased Premises shall be responsibility of LESSEE. However, as per NRS 361.096 PROPERTY TAXES ARE NOT CURRENTLY ASSESSED ON THIS PROPERTY VIA THE STATE OF NEVADA. LESSEE Agrees to complete any documentation required by Clark County or the State of Nevada to assist Lessor in obtaining TAX ABATEMENT. Taxes on the personal property of Lessee shall be the responsibility of LESSEE. All other taxes shall be the responsibility of the party incurring same.

22. **RIGHT OF RE-ENTRY:** LESSOR shall have the right, by itself or agent or with others, to enter the Premises at reasonable hours and with reasonable notice to LESSEE to examine or exhibit the Premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the building, to inspect and examine, to post such notices as LESSOR may deem necessary to protect LESSOR against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating LESSOR's performance of its obligations hereunder, or for any other reasonable purpose which does not material diminish LESSEE's enjoyment or use of the Leased Premises.

23. **HOLDOVER:** If LESSEE shall holdover after the expiration of the Term hereof, with the consent of LESSOR, express or implied, such tenancy shall be from month to month only, at a rate of 10% over and above Base Rent, and not a renewal hereof; and LESSEE agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this Lease for the time LESSEE holds over. LESSEE shall be entitled to possession until LESSOR has given LESSEE thirty (30) days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

If LESSEE shall hold over without the consent of LESSOR, express or implied, then LESSEE shall be construed to be a Lessee at sufferance at 125% the Rent herein provided, prorated by the day until possession is returned to LESSOR. LESSEE'S holding over beyond the

expiration of the notice period of a lawful Notice of Termination constitutes holding over without the consent of the LESSOR, and LESSEE shall be construed to be a Lessee at sufferance, at double the Rent herein provided, prorated by the day until possession is returned to LESSOR, without limitation to LESSOR'S remedies and rights of recovery under applicable law.

24. **NATURE OF RELATIONSHIP BETWEEN PARTIES:** The sole relationship between the parties created by this agreement is that of LESSOR and LESSEE. Nothing contained in this Lease shall be deemed, held, or construed as creating a joint venture or partnership between the parties.

25. **RIGHT OF LESSOR TO PAY OBLIGATIONS OF LESSEE TO OTHERS:** If LESSEE shall fail or refuse to pay any sums due to be paid by it under the provisions of this Lease, or fail or refuse to maintain the Leased Premises or any part thereof as herein provided, then, and in such event, LESSOR, after 10 days notice in writing by LESSOR to LESSEE, shall have the right to pay any such sum or sums due to be paid by LESSEE and to do and perform any work necessary to the proper maintenance of the Leased Premises; and the amount of such sum or sums paid by LESSOR for the account of LESSEE and the cost of any such work, together with interest on such amount at the rate of 10% per annum from the date of payment by LESSOR until the repayment to LESSOR by LESSEE, shall be paid by LESSEE upon demand in writing. The payment by LESSOR of any such sum or sums or the performance by LESSOR of any such work shall be prima facie evidence of the necessity for such work.

26. **MECHANICS AND OTHER LIENS IMPOSED BY LESSEE:** LESSEE shall keep the Leased Premises and the improvements at all times during the term free of mechanics and materialmen's liens and other liens of like nature, other than liens created and claimed by reason of any work done by or at the instance of LESSOR, and at all times shall fully protect and indemnify LESSOR against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should LESSEE fail to fully discharge any such lien or claim, LESSOR, at its option, may pay the same or any part thereof, and LESSOR shall be the sole judge of the validity of such lien or claim.

All amounts so paid by LESSOR, together with interest the at the rate of 10% per annum from the time of payment by LESSOR until repayment by LESSEE, shall be paid by LESSEE upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional rent.

27. **CONDEMNATION CLAUSE:** In the event that all or a part of the Premises is taken by eminent domain or conveyed in lieu of eminent domain, if the Leased Premises cannot reasonably be used by LESSEE for their intended purpose, then, at the election of LESSEE this Lease will terminate effective as of the date that the condemning authority shall take possession of the same. In the event LESSEE does not elect to terminate the Lease the proceeds of such condemnation shall first be used to repair or replace any changes or damages to the Premises resulting from the condemnation. Rent shall be equitable abated to reflect any diminution in the LESSEE'S ability to use the Premises for its intended purpose.

28. **FIRE CLAUSE:** The LESSEE agrees to notify LESSOR of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within

the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire, repairs shall be made by LESSOR (to the extent of insurance proceeds and applicable deductibles) as soon as reasonably may be done unless the costs of repairing the Premises exceed 25% of the replacement cost of the building in which case the LESSEE may, at its option, terminate this Lease by giving LESSOR written notice of termination within 30 days of the date of the occurrence.

If the LESSEE does not terminate this Lease pursuant to the paragraph above, then LESSOR has 30 days after the date of occurrence to give written notice to LESSEE setting forth its unqualified commitment to make all necessary repairs or replacements, the projected date of commencement of such repairs, and the LESSOR'S best good faith estimate of the date of completion of the same.

If the LESSOR fails to give such notice, or if the date of completion is more than 90 days after the date of the occurrence, then the LESSEE may, at its option, terminate this Lease and the LESSOR will be obliged to refund to the LESSEE any rent allocable to the period subsequent to the date of the fire.

Rent shall be equitably abated during any time the LESSEE is unable to use all or any part of the Demised Premises as the result of a fire or other hazard.

29. **WAIVER OF NONPERFORMANCE:** Failure of the LESSOR to exercise any of its rights under this Lease upon nonperformance by the LESSEE of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by LESSOR be construed as a waiver of the rights of the LESSOR as to any subsequent defective performance or nonperformance hereunder.

30. **PAROL EVIDENCE CLAUSE:** This instrument constitutes the final, fully integrated expression of the agreement between LESSOR and the LESSEE, and it cannot be modified or amended in any way except in writing signed by the LESSOR and LESSEE.

31. **SUBORDINATION:** This Lease is subordinate to the lien of all present or future mortgages (provided that each mortgagee will execute and deliver to LESSEE a Non-disturbance, Attornment and Subordination Agreement stating (in addition to other reasonable terms, if any) in substance that if LESSEE is not in material default hereunder that remains uncured past applicable notice and cure periods, the right of possession of LESSEE to the Premises will not be affected or disturbed by any mortgagee in the exercise of any of its rights under a mortgage or the note secured thereby, and any sale of the Premises pursuant to the exercise of any rights and remedies under a mortgage or otherwise will be made subject to LESSEE's right of possession to the Premises under this Lease) that affect the Leased Premises and to all renewals, modifications, replacements and extensions of this Lease. This clause shall be self-operative but in any event LESSEE agrees to execute promptly and deliver any estoppel certificate or other assurances that LESSOR may request in furtherance of this provision.

32. **INSURANCE:** LESSEE shall, during the entire term of the Lease keep in full force

and effect a policy of public liability insurance with respect to the property and the business operated by LESSEE including Workers Compensation for all employees working on premises. Such coverage shall include a broad form general liability endorsement. The liability insurance shall be in an amount not less than \$1,000,000 dollars per occurrence or such greater amount that LESSOR may reasonably from time to time require and shall name LESSOR and each Mortgagee as additional insured. The liability insurance shall be on a comprehensive form and shall cover all hazards related to any work performed by any such contractor on the premises. The policy shall contain a clause that the LESSEE will not cancel or change the insurance without first giving the LESSOR ten (10) days prior written notice.

LESSEE shall during the term hereof, at it's sole expense, provide and keep in force insurance on the building against loss or damage by fire and extended coverage, in an amount equal to one hundred percent (100%) of the full insurable value, which insurance shall be placed with an insurance company or companies reasonable acceptable to LESSOR and licensed to do business in the state wherein lay the Leased Premises. The term "full insurable value" shall mean actual replacement value of the building (exclusive of costs of excavation, foundations and footing below ground level). The insurance required under this paragraph shall be carried in the name of the LESSOR and LESSEE and shall provide that any proceeds thereunder shall be paid to LESSOR and LESSEE and any applicable mortgage holder, according to their respective interests.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by LESSOR LESSEE to each other and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten (10) days prior notice to the LESSOR and LESSEE.

33. **NOTICES.** All notices and communications concerning this Lease shall be mailed to the parties at the following addresses:

LESSOR Quest Academy
 4025 N. Rancho Dr.
 Las Vegas, Nevada 89130

LESSEE _____

34. **SALE BY LESSOR:** In the event of a sale or conveyance by LESSOR of all or part of the Leased Premises, the same shall operate to release LESSOR from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of LESSEE, and in such event LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR in and to this Lease. This Lease shall not be affected by any such sale, and LESSEE agrees to attorn to the purchaser or assignee. LESSEE agrees to permit LESSOR, at any time within 60 days prior to the expiration of this Lease, to place upon or in the window of the Leased Premises any usual or ordinary For Rent or similar sign and to allow prospective lessees, applicants or agents of the LESSOR to enter and examine the Leases Premises during the last 60 days of the term hereof, and to permit LESSOR or LESSOR's agents, at any time during the term hereof, to conduct prospective purchasers through the Leased Premises during reasonable business

hours.

35. **COURT ACTION, ATTORNEY'S FEES AND COSTS.** If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this leased, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Premises or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses incurred in prosecuting these suits.

36. **ASSIGNMENT AND SUB-LEASE:** The LESSEE hereby agrees not to assign this Lease voluntarily or involuntarily, nor to sub-lease the Premises or any part of the Leased Premises, without the written consent of the LESSOR, which consent will not be unreasonably withheld or delayed. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.

37. **INTERPRETATION:** Whenever any word is used in this agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.

38. **MODIFICATION:** Any modification or amendment of this agreement shall be in writing and shall be executed by all parties.

39. **SEVERABILITY CLAUSE:** If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

40. **LAW TO APPLY:** This Lease shall be construed under and in accordance with the laws of the State of Nevada. Those laws shall govern every aspect of the enforcement of this Lease.

41. **ADDENDUMS:** The following addendums are attached to this Lease and shall be initialed by the parties. (Check all that apply or check none)

() Option to Purchase

() Arbitration Agreement

() Other: _____

(x) None

42. **OTHER PROVISIONS:**

LESSOR represents that that the Premises has the necessary zoning and government Special Use Permits for the operation of a school facility. LESSOR also represents that there is no pending foreclosure action against the Premises and that it has not filed for bankruptcy protection. LESSOR further represents that LESSOR has sole fee simple title to the Premises, and has full authority to perform this Lease and there is no mortgage or other lien encumbering the

Premises except as disclosed to LESSEE, and no third party has any right, title or interest adverse to LESSEE's right, title and interest hereunder in or to the Premises;

LESSOR covenants and agrees that Tenant will have the peaceful and quiet possession and enjoyment of the Premises, for the conduct of its business operations during the Lease Term, without hindrance by Landlord or any party whatsoever.

LESSOR acknowledges that LESSEE's use of the Premises is dependent up being able to operate the Premises as a charter school. In the event the Premises cannot be legally used for a charter school or LESSEE's charter for operation of a charter school is terminated for any reason, LESSEE shall have the right to terminate this Lease by giving LESSOR written notice of such election, with such written notice to state the effective date of termination.

All documents such as schedules, exhibits and like documents are incorporated herein and shall initialed by all parties. If LESSEE is a corporation, each person executing this Lease represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation. Those persons further represent that the terms of this Lease are binding upon the corporation.

In Witness Whereof, the undersigned LESSOR and LESSEE execute this Lease to be effective as of the day and date first above written.

LESSEE(s)

Signature

Signature

LESSOR(s)

David L. Spence

Signature

Debra A. Spence

Signature

Attachment 5B

Lease Agreement for 4035 N Rancho

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is made as of the 15th day of February, 2017, by and between INTEREST INCOME PARTNERS, L.P., a California limited partnership (“**Landlord**”), and QUEST ACADEMY PTO, a Nevada non-profit corporation (“**Tenant**”).

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises located at 4035/4039 Rancho Drive, Las Vegas, Nevada. The premises consist of the real property and all improvements thereon, including a building approximately 13,765 rentable square feet in size (the “**Premises**”). The Premises are located within the Rancho Alexander Business Park (the “**Project**”). The description and site plan of the Premises is attached hereto as Exhibit “A” and made a part hereof. The rentable square footage of the building on the Premises as set forth herein shall be used in the calculation of rent and other sums as applicable under this Lease.

LEASE SUMMARY

- (a) “**Landlord’s Address**”: 10D Yellow Ferry Harbor
Sausalito, CA 94965
- (b) “**Tenant’s Address**”: 4035 N. Rancho Drive
Las Vegas, NV 89130
- (c) “**Tenant’s Trade Name**”: Quest Preparatory Academy
- (d) “**Premises Address**”: 4035/4039 Rancho Drive
Las Vegas, NV 89130
- (e) “**Square Footage**”: Approximately 13,765 rentable square feet.
- (f) “**Commencement Date**”: The Commencement Date of this Lease shall be August 1, 2017, provided that Tenant will be provided occupancy July 1, 2017.
- (g) “**Lease Term**”: Ten (10) years from the Commencement Date. Tenant shall have two additional 5-year options to renew provided there is no default and the Lease is in good standing. Renewals shall be at the then Base Rent rate, subject to on-going Base Rent rate adjustments.
- (h) “**Base Rent**”: The Base Rent for the first Lease Year (as defined in Section 1(b) below) shall be One Dollar and Forty cents (\$1.40) per rentable square foot of the building on the Premises per month, payable in equal monthly installments of \$19,271.00. First month’s rent shall be paid at Lease execution. The Base Rent is subject to adjustment each Lease Year on the terms and conditions provided in Section 1(b).
- (i) “**Common Area Maintenance Costs**”: The Common Area Maintenance Costs (as defined in Section 5 below) (“**CAM Costs**”) for the first Lease Year shall be \$0.0871 per rentable square foot of the building on the Premises per month, payable in equal monthly installments of \$1,200.00, with Tenant paying the electricity cost and suite janitorial directly. The CAM Costs are subject to adjustment each Lease Year on the same terms and conditions as the Base Rent adjustments provided in Section 1(b). Payment of the CAM Costs will be due each and every month from commencement in addition to Base Rent.
- (j) “**Sales Tax**”: Tenant will pay any sales tax if at any time imposed on the Base Rent, Common Area Maintenance Costs, or any other amounts paid under this Lease.
- (k) “**Security Deposit**”: \$1,927 which is equal to 10% of the Base Rent for the first Lease Year. Landlord shall place the Security Deposit in an interest bearing account inuring to the benefit of Tenant. The Security Deposit shall be paid at Lease execution.

(l) **“Permitted Use”**: School and related uses are the only permitted use of the Premises. Any change in use shall require Landlord’s prior written approval, which shall not be unreasonably withheld.

(m) **“Due Diligence Period”**: Tenant has until March 15, 2017 to inspect the Premises and satisfy itself that the Premises can be used for a school with such signage, access and parking as Tenant deems necessary for its use. Tenant may terminate this Lease on or before the end of the Due Diligence Period and all funds deposited with Landlord shall be returned to Tenant. This Lease is also subject to: (i) the prior approval by the Nevada State Public Charter School Authority of a charter amendment permitting Tenant to relocate the Torrey Pines campus and enter into this Lease and permitting the expanded enrollment capacity; (ii) Founders Academy vacating the Premises; (iii) Tenant obtaining a leasehold title policy for the Premises subject only to such exceptions acceptable to Tenant (any objections must be identified during the Due Diligence Period); (iv) in the event there is a deed of trust or similar encumbrance on the Premises, Landlord providing Tenant with a non-disturbance agreement from the lender in form and substance reasonably acceptable to Tenant providing for the terms set forth in Section 29; and (v) entering into lease agreements for the properties at 4025, 4055, and 4145 N. Rancho Drive. If the foregoing conditions are not satisfied, Tenant may terminate this Lease on or before the Commencement Date and all funds deposited with Landlord shall be returned to Tenant.

(m) **“Landlord’s Repairs”**: If an inspection report obtained by Tenant by June 15, 2017 days prior to the commencement date, at its sole cost, describes necessary repairs to the Premises, then Landlord shall make such repairs prior to occupancy, provided that Landlord’s Repairs shall not exceed \$10,000 and must be approved by Landlord, which consent will not be unreasonably withheld.

LEASE PROVISIONS

1. RENT

(a) All Base Rent payments, together with payment of the Common Area Maintenance Costs and any other payments or charges that may be due or payable under this Lease (collectively **“Additional Rent”**), shall be due and payable, without notice and without offset, abatement or deduction, at Landlord’s Address or at such other place as may be designated in writing by Landlord, in advance without demand, on the first day of each month during the term of this Lease, together with applicable sales tax on all such payments. In the event any amounts due hereunder have not been paid by the tenth (10th) day of the applicable month, Tenant shall pay 5% of rent as a late fee to cover Landlord’s administrative costs, and all unpaid amounts shall bear interest from the first day of the month at the lesser of ten percent (10%) per annum or the maximum rate allowed by law. Adjustments to the Base Rent shall be made annually as provided in subsection (b) below. The term **“Rent”** as used in this Lease shall include both Base Rent and Additional Rent. Tenant’s obligations to pay Rent under this Lease are completely independent of any of Landlord’s obligations under this Lease.

(b) Each twelve (12) month period commencing on the Commencement Date or any anniversary thereof is referred to in this Lease as a **“Lease Year”**; provided that, if the Commencement Date is other than the first day of a calendar month, then the first Lease Year shall include such partial month together with the next succeeding twelve (12) months, and each succeeding Lease Year shall begin on the first day of the calendar month that corresponds to the month following the Commencement Date. For the first Lease Year, the amount of Base Rent shall be as provided in the Lease Summary. Starting with the second Lease Year, escalations in Base Rent will be the lesser of (i) 3% per year, or (ii) percentage increases in per pupil funding for Clark County, Nevada published by the State of Nevada. For example, if the State funding remained constant for 5 years but then experienced a 5% increase at the end of year 5, there would be no increase for the 5 years and the Base Rent for year 6 would be increased by 5% and remain at such amount until there were a further increase in the State funding. Alternatively, if the State funding increased by 2% at the end of year 5, the Base Rent for year 6 would increase by 2% (the lesser of 3% or the increase in per-pupil funding in those years). If within the first year of the Term of the Lease, State funding increased by 10%, then Base Rent would increase by 3% for each of the first three years and increase by 1% in the fourth year (and thereafter remain constant unless there is a further increase in the per pupil funding). If funding increased by 10% in the third year, then at the third anniversary of the Lease, Base Rent would increase by 9% at the start of the fourth year and by 1% for the fifth year thereafter (and remain constant thereafter unless there

is a further increase in the per-pupil funding). Any decrease in the State funding will not reduce the amount of Base Rent, but any further increase in such funding shall be measured from the amount of the funding prior to such reduction rather than the reduced amount. Furthermore, in the event enrollment exceeds 750 students at the commencement of any given school year, or 95% of the facility capacity, whichever is greater, the Base Rent shall be increased by five cents (\$.05) per square foot per month for that school year. Any adjustment of Rent shall be effective on the first day of the first month of each anniversary date of the Lease following any event that causes the adjustment of Rent, including during any extension Term.

(c) Payment of prorated Rent from the Commencement Date of this Lease until the first day of the following month (when the first full monthly payment is due) shall be due and payable on the Commencement Date.

(d) All charges, costs, assessments and expenses that are due and payable by Tenant hereunder, together with all interest and late charges that may accrue thereon in the event of the failure of Tenant to pay those items, and all other damages, costs, expenses and sums that Landlord may suffer or incur, or that may become due by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, shall be deemed to be Additional Rent, and in the event of non-payment Landlord shall have all the rights and remedies as herein provided for failure to pay Base Rent. Tenant is a 501(C)(3), State sponsored charter school and is exempt from paying property taxes pursuant to NRS 361.09. Landlord to petition Clark County for property tax exemption, Tenant will provide best efforts to assist with exemption process.

(e) Tenant will pay all sales tax imposed on the total Base Rent, Common Area Maintenance Costs and any other amounts paid under this Lease, and Tenant shall pay all sales, personal property, use and other taxes imposed by any governmental authorities upon the manufacture, sales, use, transmission, distribution or other services to the Premises. All such taxes shall be paid by Tenant even though the taxing statute or ordinance may purport to impose such sales tax against the Landlord. Tenant shall pay before delinquency all personal taxes and assessments on the furniture, fixtures, equipment, and other property of Tenant located in the Premises and on additions and improvements in the Premises belonging to Tenant.

2. COMMENCEMENT OF LEASE TERM

(a) The Commencement Date of this Lease and the Lease Term shall be as provided in the Lease Summary. This Lease is conditioned upon Founders Academy vacating the Premises by July 1, 2017 under a mutually acceptable agreement with Founders Academy to vacate.

(b) When the Commencement Date of this Lease has been determined, Tenant shall execute, acknowledge and deliver to Landlord an acceptance letter in the form attached hereto as Exhibit "B", specifying, among other things, the Commencement Date. Tenant's failure to do so, after demand by Landlord, shall not affect the occurrence of the Commencement Date and shall be deemed a default under this Lease.

3. PREMISES; COMMON AREAS; PARKING

(a) In addition to the Premises described in this Lease, Tenant is given the right (for the Lease Term and the option terms) to the nonexclusive use, in common with other occupants of the Project, of all such parking areas, driveways, walkways, and other facilities designed for common use as may be made available by Landlord with respect to the Project ("**Common Areas**"), subject to the terms and conditions of this Lease and subject to the terms and conditions of all covenants, restrictions, easements and similar encumbrances which may affect all or any portion of the Project from time to time, including, without limitation, all deed and plat restrictions (such covenants, restrictions, easements and encumbrances, as the same may be modified from time to time, as well as such additional covenants, restrictions, easements and encumbrances to which all or any portion of the Project may be submitted or subject from time to time, are collectively referred to as the "**Land Documents**"). Notwithstanding the foregoing, Landlord shall not make any changes to the Land Documents that interfere in any material respect with Tenant's use of the Premises for a school or otherwise materially affect its use of the Premises.

(b) Tenant may use the parking spaces in the parking area associated with the Premises during the Lease Term and further agrees to nightly clean any debris or cigarette butts left by any patrons of the Tenant. Tenant and its employees, agents, contractors, other representatives, invitees or licensees shall not interfere with the rights of Landlord or others entitled to similar use of the parking areas. Landlord shall not be liable for any damage of any nature to, or any theft of, vehicles, or contents thereof, in or about the parking facilities.

(c) The purpose of the site plan attached hereto as a part of Exhibit "A" is to show the approximate location of the Premises.

4. CONDITION OF PREMISES; LANDLORD'S REPRESENTATIONS

(a) Tenant shall accept the Premises and the Project in their existing condition and state of repair, provided that all mechanical equipment shall be in operating condition prior to occupancy and Landlord shall perform Landlord's Repairs. Tenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of Landlord with respect to the condition of the Premises or the Project.

(b) Landlord represents and warrants to Tenant that, as of the Lease execution, (i) the Premises have the necessary zoning and government Special Use Permits (if applicable) for the operation of a school facility, (ii) no foreclosure action is pending against the Premises, and (iii) Landlord has not filed for bankruptcy protection.

5. COMMON AREA MAINTENANCE COSTS

(a) Landlord agrees to operate and maintain the Common Areas in good order and in a manner consistent with other properties of like kind and quality in the vicinity of the Project. Tenant shall pay, as Additional Rent, on a monthly basis, the costs and expenses associated with operation and maintenance of the Common Areas ("**Common Area Maintenance Costs**" or "**CAM Costs**") in the amounts set forth in Section 5(b). By way of example only, and without limiting the generality of the foregoing, the Common Area Maintenance Costs will include: lawn care and landscaping; repairs; resurfacing and all other costs and charges associated with parking areas; lighting; refuse removal; water and sewer charges, exterior painting; the cost of personnel to implement such services and to maintain the common facilities; property management fees; assessments and similar charges; utilities (including water and sewer for the building on the Premises); maintenance contracts and repair or replacement costs for equipment; all costs associated with security services for the Common Areas; ordinary or special assessments and other charges attributable to the Project under any of the Land Documents; electricity (to the extent not charged directly to Tenant as provided in Section 6 below); and other costs or expenses necessary to maintain the Common Areas in accordance with this Lease. Tenant acknowledges that the retention by Landlord (at Landlord's option), on behalf of Tenant and other tenants of the Project, of a maintenance contractor for air conditioning or other equipment for which Tenant has responsibility for repair or replacement under Section 8 below, shall not diminish such obligations of Tenant in any respect, it being acknowledged that Landlord is under no duty other than to cause its property management company to retain a qualified and licensed contractor for such purposes.

(b) Notwithstanding anything in this Lease to the contrary, for the first Lease Year, the amount of CAM Costs shall be as provided in the Lease Summary. Starting with the second Lease Year, CAM Costs shall be adjusted according to the formula applicable to Base Rent under Section 1(b).

6. PUBLIC UTILITIES

(a) Tenant shall pay for all utilities used or consumed in or with respect to the Premises, which shall include, but not be limited to, charges for electricity and telephones. Landlord shall, at Tenant's sole cost and expense, arrange for the initial hook-up of all utilities needed for the Permitted Uses. Tenant shall not install equipment in the Premises without Landlord's prior written consent if such equipment requires an electrical current other than 120 volt, single phase. All costs of the installation and maintenance of special electrical facilities approved by Landlord shall be paid by Tenant, as Additional Rent, upon demand. Tenant shall separately arrange

with, and pay directly to, the applicable local public authorities or utilities, as the case may be, for the furnishing, installation and maintenance of all utilities, telephone services and equipment required by Tenant in the use of the Premises.

(b) Notwithstanding anything in this Lease to the contrary, water and sewer charges for the Project shall be included and paid as part of the Common Area Maintenance Costs.

7. FEES AND ASSESSMENTS

Except as set forth in Section 5 above or otherwise expressly provided in this Lease, Tenant shall not be responsible for any all fees, assessments or charges of any kind or nature whatsoever (including Landlord's income taxes) associated with or attributable to the ownership, operation, maintenance or repair of all or any portion of the Project, including, without limitation, any charges or assessments against the Project for public betterments or improvements, and all expenses and fees incurred in connection with contesting the amount or the validity of any of the foregoing.

8. REPAIRS; MAINTENANCE OF PREMISES

(a) Landlord shall maintain the structural elements, exterior walls and roofs of the Premises, and other items of a capital expense nature, excepting any glass windows or doors that are a part of the Premises and any improvements done by or on behalf of Tenant; provided that Tenant shall give Landlord prior written notice of the necessity of any repairs; and provided further that if any repair is required by reason of the negligence or intentional misconduct of Tenant or any of its agents, employees, or invitees, Landlord may make such repairs and add the cost thereof to the next installment of Rent thereafter coming due. Tenant shall give Landlord written notice of the necessity of any repairs. Except as herein provided, Landlord shall have no obligation to repair, maintain, alter, replace, or modify the Premises or any part thereof, or electrical, plumbing, heating, air conditioning, or other mechanical installation within or serving the Premises unless they are of a capital nature as opposed to ordinary maintenance. Any failure by Landlord to furnish, or delay in furnishing, any maintenance or services that are required of Landlord under this Section 8 or otherwise under this Lease, when such failure is caused by acts of God; accidents; breakage; repairs; strikes; lockouts; other labor disputes; the making of repairs, alterations, or improvements to the Premises or any part of the Project; inability to obtain an adequate supply of fuel, steam, water, electricity, labor or other supplies; or by any other condition beyond Landlord's reasonable control, including, without limitation, any governmental energy conservation program, shall not constitute a default by Landlord under this Lease, shall not render Landlord liable for any damages directly or indirectly resulting from such failure or delay, shall not permit Tenant to abate any Rent or relieve Tenant from any of its obligations under this Lease, and shall not constitute a constructive or other eviction of Tenant, and shall not entitle Tenant to any damage resulting from such failure or delay.

(b) Tenant shall keep the interior of the Premises, which includes, but is not limited to, all electrical, plumbing, heating, air conditioning, and other mechanical installations therein, and all interior glass and doors that are a part of the Premises, in good order and clean and attractive appearance, making all repairs, alterations, replacements, and modifications at its own cost and expense, and using materials and labor of a kind and quality equal to the original work, unless repair or replacement is of a capital nature. Tenant agrees to maintain in good condition the electrical, heating and air conditioning equipment for the Premises with a licensed and insured contractor approved by Landlord. Tenant shall, upon the request of Landlord from time to time, provide Landlord with copies of maintenance contracts entered into with respect thereto, as well as written service records that shall be maintained by Tenant or its contractor during the Lease Term. Tenant shall have sole responsibility for routine maintenance of the plumbing, electrical, heating and air conditioning equipment for the Premises, which shall be done in a timely manner when needed. Landlord agrees to assign to Tenant all applicable warranties on such equipment for this purpose. Tenant's obligations under this Section 8(b) shall, in all events, be carried out in conformance with the provisions of Section 10(g) below.

(c) Except as provided in Section 9 below, at the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as when received, reasonable wear and tear and, subject to Tenant's obligations under this Lease, casualty or condemnation excepted; provided, however that Tenant shall not

be required to remove any alterations approved by Landlord.

9. ALTERATIONS

Tenant shall not make any alterations, improvements, or additions to the Premises, including without limitation) drilling into, or securing any fixture, apparatus, or equipment of any kind to, any part of the Premises, other than minor non-structural changes to the interior of the Premises, without first obtaining the written consent of Landlord in each instance, which consent will not be unreasonably withheld. Without limitation of the foregoing, it is the intention of Landlord and Tenant that Landlord shall maintain complete aesthetic control over any and every portion of the Premises visible from outside of the Premises. Tenant shall present to the Landlord plans and specifications for work at the time approval is sought. All such alterations, improvements, and additions made by Tenant shall remain upon the Premises at the expiration or earlier termination of this Lease. Upon default by Tenant, Landlord may perform such restoration and collect the cost thereof from Tenant as Additional Rent. In addition, Landlord may apply Tenant's security deposit against such obligation. Tenant's obligations under this Section 9 shall, in all events, be carried out in conformance with the provisions of Section 10(h) below.

10. AFFIRMATIVE COVENANTS OF TENANT

Tenant covenants that it shall:

- (a) Pay all Rent at the times, and in the manner, set forth in this Lease.
- (b) Comply in all material respects with the terms of all statutes, ordinances and regulations applicable to Tenant or its use of the Premises, including, without limitation, zoning ordinances, resolutions, orders, development orders, master plans, site plans, licenses, agreements, arrangements, plans, rules or regulations of or issued by governmental, quasi-governmental or utility authorities having jurisdiction over the Premises or declarations of property owner associations having jurisdiction over the Premises, and save Landlord harmless from penalties, fines, costs, expenses, or damages resulting from Tenant's failure to do so.
- (c) Comply with the terms and conditions set forth herein relating to the use, operation, and maintenance of the Premises and the Common Areas.
- (d) Give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Premises or the Common Areas.
- (e) Conduct its operations at the Premises in a professional manner.
- (f) Comply with all rules and regulations of Landlord with respect to the Premises, the Common Areas or the Project, whether in effect at the time of execution of this Lease or amended or promulgated from time to time thereafter by Landlord in its reasonable discretion, including (without limitation) the installation of fire extinguishers and other safety equipment as Landlord may require and compliance with the recommendations of Landlord's insurance carriers and their rate-making bodies.
- (g) Comply with all terms and provisions of the Land Documents affecting all or any portion of the Project.

(h) Tenant shall have no power or authority to create any lien or permit any lien to attach to the Premises, or any interest of Landlord in the Premises or the Project, and all suppliers, contractors, artisans, mechanics, laborers and other persons contracting with Tenant with respect to the Premises or any part thereof shall be so notified in writing by Tenant. Landlord may record a memorandum (referring to this provision) that the interest of Landlord shall not be subject to liens for improvements made by or on behalf of Tenant, and Tenant agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after Tenant has notice of the filing of the same. If Tenant shall fail to discharge the lien within such period of time, then, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, procuring the discharge of the lien by giving security, or taking such other act on as may be permitted by law. Notice is hereby given that landlord is not and shall not be liable for any labor, service or materials furnished to tenant or anyone holding the premises, and that no construction, mechanic or other lien for any such labor, services or materials shall attach to or affect the interest of landlord in and to the premises or the project.

(i) Subject to the notice and cure provisions of Section 27(f) of this Lease, repay to Landlord as Additional Rent, on demand, any and all liabilities, costs or expenses incurred by Landlord as a result of the breach of any covenant set forth in this Section 10 or in Section 11 below, and interest thereon at the lesser of ten percent (10%) per annum or the maximum amount allowed by law.

11. NEGATIVE COVENANTS OF TENANT

Tenant covenants that it shall not do any of the following without obtaining the prior written consent of Landlord:

(a) Use or operate any machinery or permit the emission of any noises or noxious odors from the Premises that are harmful to person or property, or otherwise take any act or permit or suffer any occurrence or the continuation of any condition that disturbs or interferes with the normal use of the Project by other tenants or their invitees.

(b) Do, or suffer to be done, anything at the Premises or the Project that causes the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or the Project to become void or suspended, or be rated as a more hazardous risk than at the Commencement Date. In the case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant shall pay to Landlord as Additional Rent any increase of premiums on insurance carried by Landlord on the Project caused in any way by the occupancy of Tenant.

(c) Commit, or suffer to be committed, any waste upon the Premises or Common Areas.

(d) Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultra-hazardous purpose, nor operate or conduct its practice or business in a manner constituting a nuisance of any kind in the reasonable judgment of Landlord. Tenant shall, immediately on discovery or notice of any unlawful, disreputable, or ultra-hazardous use, take action to halt such activity.

12. HAZARDOUS WASTE DISPOSAL

(a) For purposes of this Lease, "**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, (i) petroleum, PCB's, asbestos, materials known to cause cancer or reproductive problems; (ii) any materials, substances and/or wastes, including, without limitation, infectious waste, medical waste, and potentially

infectious biomedical waste, which are or hereafter become regulated by any local governmental authority, the State of Nevada or the United States; and (iii) substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” “oil,” “regulated substances,” “restricted hazardous wastes,” “special wastes” or words of similar import in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Federal Water Pollution Control Act; the Federal Clean Air Act; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and all other corresponding or related State of Nevada and local statutes, ordinances and regulations, including, without limitation, any dealing with underground storage tanks; and any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively “**Hazardous Materials Laws**”). Notwithstanding the foregoing, the term Hazardous Materials as defined herein shall not include (a) pharmaceuticals, cleaning agents of the types and in the quantities and concentrations normally stocked by health care providers similar to the Project, (b) oil in de minimis amounts typically associated with the use of certain portions of the Project for driving and parking motor vehicles or (c) medical wastes generated at the Project; provided that the foregoing are used, stored, transported and disposed of in accordance with all Hazardous Materials Laws.

(b) Tenant, and all of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, lessees, sub lessees, concessionaires, invitees and any other occupants of the Premises (collectively “**Tenant Representatives**”), shall abide by all Hazardous Materials Laws and other municipality, county, state and federal statutes, laws, ordinances, administrative rules and regulations and guidelines applicable to the disposal of Hazardous Materials. Tenant shall not use, handle, deposit or dispose of any Hazardous Materials, which requires special handling into the waste disposal facilities provided by Landlord. Tenant shall, at Tenant’s expense, employ or engage private waste management services to dispose of any and all waste of Tenant which must be handled in any manner other than general waste collection provided by Landlord through public or private waste collection service. Without limiting the foregoing, Tenant shall employ or engage a licensed waste disposal service to provide any required containers or storage facilities and to remove any Hazardous Materials, which Tenant must handle in a manner as, provided for by Hazardous Materials Laws.

(c) Tenant shall indemnify, defend and hold harmless Landlord and the holder (“**Mortgagee**”) of any mortgage encumbering all or any portion of the Project or the real property upon which the Project is situated (“**Mortgage**”), and their respective partners, shareholders, directors, officers, agents and employees (the “**Indemnified Parties**”) from and against any and all claims arising from or in connection with any act, omission or negligence of Tenant, or any of its subtenants or licensees or its or their partners, directors, offices, agents, employees or contractors, relating to or arising out of the disposal of Hazardous Materials from the Premises, such indemnity to include all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding with respect thereto, including, without limitation, all attorney’s fees and expenses. In the event any Indemnified Party shall be made a party to any litigation or proceeding commenced by or against Tenant, then Tenant shall protect, indemnify and hold such Indemnified Party harmless with respect thereto, and Tenant shall pay all costs, expenses and reasonable attorneys’ fees (in all proceedings) incurred or paid by such Indemnified Party in connection with such litigation or proceeding, or in enforcing the covenants and agreements of this Section. TENANT ACKNOWLEDGES AND AGREES THAT IT IS THE SOLE RESPONSIBILITY OF TENANT TO ASCERTAIN AND COMPLY WITH THE HAZARDOUS MATERIALS LAWS IN CONNECTION WITH THE HANDLING AND DISPOSAL OF HAZARDOUS MATERIALS OR ANY OTHER MATERIALS FROM THE PREMISES.

(d) Tenant hereby agrees that Tenant and Tenant’s Representatives shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or the Project, or transport to or from the Premises or the Project in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. Furthermore, Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant’s Representatives of Hazardous Materials on the Premises, including (without limitation) discharge of (appropriately treated) materials or wastes only as provided by law. Tenant further agrees that Tenant and Tenant’s representatives shall not permit any lien arising under or related to any of the Hazardous Materials Laws to attach to the Premises or the Project.

(e) If at any time during the Lease Term (or any extended term) any contamination of the Premises or the Project by Hazardous Materials shall occur, where such contamination is caused by the act or omission of Tenant or Tenant's Representatives ("**Tenant Contamination**"), then Tenant, at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Project or the groundwater underlying the Project to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in Nevada. However, Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Project or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first notifying Landlord and any Mortgagee of Tenant's intention to do so, and affording Landlord and any Mortgagee the opportunity to appear, intervene or otherwise appropriately assert and protect their interests with respect thereto.

(f) In addition to all other rights and remedies of Landlord or any Mortgagee, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Tenant's Contamination and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Tenant's Contamination within thirty (30) days after Landlord and any Mortgagee have reasonably approved Tenant's remediation plan and all necessary approvals and consents have been obtained, and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Landlord or any Mortgagee, at their sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and Tenant shall reimburse, within fifteen (15) business days of demand for reimbursement, all amounts reasonably paid by Landlord (together with interest on said amounts at the highest lawful rate until paid), when said demand is accompanied by proof of payment of the amounts demanded. Tenant shall promptly deliver to Landlord and any Mortgagee copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Project as part of Tenant's remediation of any Tenant's Contamination.

(g) Each party hereto (for purposes of this Section 12, a "**Notifying Party**") shall immediately notify the other party (the "**Notice Recipient**") in writing of: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Project pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Project relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Project; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Project including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

13. RIGHTS OF LANDLORD

In addition to any other rights of Landlord reserved herein, Landlord reserves the following rights with respect to the Premises:

(a) At all reasonable times after reasonable prior notice to Tenant, by itself or its duly authorized agents, to enter into the Premises to inspect same and, at its option, to make repairs, alterations, and additions thereto or to the Project; to take photographs of the Premises for promotional or other purposes of Landlord; and, after notice from either party of intention to terminate this Lease (given in accordance with any rights to terminate expressly provided for in this Lease), at any time within three (3) months prior to the expiration of the Lease Term or any extension term, or in connection with a potential sale or refinancing of the Project or any portion thereof, to show the Premises. If Tenant does not make itself available or otherwise refuses to admit Landlord or its agents to the Premises during regular business hours after reasonable prior notice from Landlord, or if an entry into the Premises shall be necessary in the case of an emergency, Landlord or Landlord's agents may make forcible entry without rendering Landlord or such agents liable therefor and without in any manner affecting the obligations and

covenants of Tenant under this Lease. Tenant hereby irrevocably grants Landlord the necessary licenses to carry out the terms of this subsection.

(b) After notice from either party of intention to terminate this Lease (given in accordance with any rights to terminate expressly provided for in this Lease), or at any time within three (3) months prior to the expiration of the Lease Term or any extension term, to display "For Lease" signs, which signs may be placed upon the Premises at any reasonable hour, both during and after normal business hours.

(c) The exercise of any right reserved to Landlord in this Section 13 (or otherwise) shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, and shall not render Landlord liable in any manner to Tenant, any of Tenant's Representatives or to any other person.

(e) To amend, modify or terminate any of the Land Documents, or to enter into additional Land Documents from time to time; provided that Landlord shall not terminate or make any changes to the Land Documents that interfere in any material respect with Tenant's use of the Premises for a school or otherwise materially affect its use of the Premises. Landlord will provide prior notice and a copy to Tenant.

14. DAMAGE TO PREMISES

(a) If, through no fault or negligence of Tenant or any of Tenant's Representatives, the Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenable in whole or part, Landlord shall promptly, but only to the extent of insurance proceeds received and applicable deductibles ("**Landlord's Restoration**"), cause such damage to be repaired. If, by reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall promptly, to the extent of Landlord's Restoration, cause the damage to be repaired, and the Base Rent, meanwhile, shall be abated proportionately as to the portion of the Premises rendered untenable. If the Premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall promptly cause such damage to be repaired to the extent of Landlord's Restoration, and the Base Rent meanwhile shall be abated in whole, provided, however, that there shall be no extension of the Lease Term by reason of such abatement. Except as herein provided, there shall be no obligation on Landlord to repair or rebuild in case of fire or other casualty. Tenant acknowledges and agrees that in no event shall Landlord be liable to Tenant or any of Tenant's Representatives for any inconvenience or loss of business on account of any repairs made by Landlord under this Section 14(a) or elsewhere in the Lease.

(c) Any damage caused by any act or omission of Tenant or any of Tenant's Representatives shall be Tenant's responsibility and shall result in no Rent abatement. Tenant shall promptly commence all repairs under this Section 14(b), and shall diligently complete such repairs in a good and workmanlike manner in accordance with the terms of this Lease (including the terms of Section 8 above), and in accordance with all applicable laws, rules and regulations.

(d) Landlord shall use its best efforts to notify Tenant, within thirty (30) days after the applicable event, of the estimated time, in Landlord's reasonable judgment, required to repair any such damages or destruction to the Premises, provided that such notice period shall be extended for delays with respect to insurance settlements, Mortgagee due diligence, and contract bidding and negotiation.

(e) If the costs of repairing the Premises exceed 25% of the replacement cost of the building, Tenant may, at its option, terminate this Lease by giving Landlord written notice of termination within 30 days of the date of the occurrence.

(d) The respective rights and obligations of Landlord and Tenant in the event of any damage to or destruction of the Premises, or any other portion of the Project, are governed exclusively by this Lease. Tenant hereby waives the provisions of any law to the contrary.

15. INDEMNIFICATION AND INSURANCE REQUIREMENTS

(a) Tenant shall:

(i) Indemnify, defend and save the Indemnified Parties harmless from and against any and all claims, actions, damages, liability, and expense, including attorney's fees and costs in all proceedings, in connection with loss of life, personal injury, or damage to property occurring in or about the Premises, as well as any loss of life, personal injury, or damage to property occurring in or about the Common Areas if caused by the acts or omissions of Tenant or any of Tenant's Representatives, while acting within the scope and course of their employment or responsibilities as an agent or representative of the Tenant.

(ii) At all times during the term hereof, keep in force, at its own expense, commercial general liability insurance in companies acceptable to Landlord and naming as additional insured's Landlord, the Project property manager, and each Mortgagee, with combined single limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injuries and/or property damage. The commercial general liability insurance policy shall include a contractual liability endorsement, which shall be extended to the Landlord as an additional insured under said policy.

(iii) At all times during the term hereof, keep in force, at its own expense, insurance against loss or damage by fire and lightning, and such other perils as are covered under a broad form of "extended coverage" or "all risk" endorsement. Such insurance shall be carried with companies reasonably acceptable to Landlord, in an amount not less than one hundred percent (100%) of the replacement costs of the building and all improvements to the Premises, and naming Landlord, the Project property manager (if any) and each Mortgagee of which Tenant has actual notice as an additional insured.

(iv) Furnish to Landlord, within ten (10) days prior to the Commencement Date (or, if earlier, the date that Tenant takes possession of the Premises), and thereafter within ten (10) days after request by Landlord at any time and from time to time, an Acord 28 evidence of Property insurance and an Acord Certificate of Liability Insurance to verify coverage.

(b) Landlord and Tenant hereby mutually waive and release their respective rights of recovery against one another and their officers, agents and employees for any damage to real or personal property, including resulting loss of use, interruption of business, and other expenses occurring as a result of the use or occupancy of the Premises if, and only to the extent that, the same is insured against under a standard "all-risk" or special form policy of property insurance required to be maintained by the parties hereto. Landlord and Tenant agree that all policies of insurance obtained by them pursuant to the provisions of this Lease shall contain provisions or endorsements thereto waiving the insurer's rights of subrogation with respect to claims against the other, to the extent obtainable at no additional cost; provided, however, that if there is an additional cost, then the party benefitting from waiver of subrogation shall have the option of paying such cost.

16. WAIVER OF CLAIMS BY TENANT

Landlord and its agents, employees, and contractors shall not be liable for, and Tenant hereby releases all claims for damages to person or property sustained by Tenant or any person claiming by, through or under Tenant resulting from, any fire, accident, occurrence, or condition in or upon the Premises or Landlord's property, including, but not limited to, claims for damage resulting from: (i) any defect in or failure of plumbing, heating, or air conditioning equipment, electrical wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking, or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises; (iv) the backing-up of any sewer pipe or down spout, (v) the escape of steam or hot water; (vi) water being upon or coming through the roof or any other place upon or near the Premises; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (ix) any act, negligence, or omission of Tenant or other occupants of the Project; and (x) vandalism or theft.

17. FIXTURES

(a) Any and all improvements to the Premises, except trade fixtures, shall remain a part of the Premises, and in no event may be removed by or on behalf of Tenant during the Lease Term or any extension thereof, or upon the expiration or earlier termination of this Lease or any extension thereof.

(b) Any trade fixtures installed in the Premises by Tenant shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease or any extension thereof, provided Tenant shall not at such time be in default; and, provided further, that in the event of such removal, Tenant shall, at the time of removal, repair the damage caused by such removal and promptly restore the Premises to its original improved order and condition, reasonable wear and tear and, subject to Tenant's obligations under this Lease, casualty and condemnation excepted. Any such trade fixture not removed at or prior to expiration or earlier termination of this Lease shall become the property of Landlord. Without limitation of the foregoing, light fixtures, cabinetry, air conditioning, heating and plumbing equipment, shall not be removable at the expiration or earlier termination of this Lease, or at the expiration of any extension thereof, and shall be the property of Landlord. If the removal of trade fixtures would leave any wall or floor indentations or other non-standard improvement finishes, then the obligation of Tenant to restore the Premises (as a condition of removal of any such trade fixtures) includes the obligation to eliminate any such indentations or other non-standard improvement finishes and paint or otherwise finish the applicable areas in the same manner as surrounding areas, such that, in the reasonable judgment of Landlord, Landlord shall not be required to incur any expense to make the Premises ready for a successor tenant as relates to the areas of the Premises from which trade fixtures have been removed.

18. ASSIGNING AND SUBLETTING

(a) Tenant covenants that it shall not be allowed, by operation of law or otherwise, to assign this Lease, sublease all or any part of the Premises, or permit the Premises to be used by others without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld. Any attempt by Tenant to assign, sublet, encumber or mortgage this Lease without Landlord's consent shall be voidable at Landlord's election. The consent by Landlord to any assignment, subletting or use of the Premises by others shall not constitute a waiver of Landlord's right to withhold its consent to any other assignment, subletting or use by others of the Premises. Whether or not Landlord's consent shall be granted to any proposed assignment or subletting, Tenant shall reimburse Landlord for the reasonable expenses, including attorneys' fees and disbursements, incurred by Landlord in connection with Tenant's request for such consent, up to a maximum amount of \$1,000. In addition, Tenant shall pay to Landlord, as Additional Rent, all reasonable direct and indirect expenses incurred by Landlord due to any such assignee or sub lessee taking possession of the Premises, including freight elevator operation, security service, cleaning service, janitorial service and rubbish removal. The absolute and unconditional prohibitions set forth in this Section 18(a) and Tenant's agreement thereto are material inducements to Landlord to enter into this Lease with Tenant, and any breach or attempted breach thereof shall constitute an event of default under this Lease for which no notice or opportunity to cure need be given.

(b) No consent by Landlord to an assignment of this Lease shall be effective unless and until Tenant shall deliver to Landlord an agreement, in form and substance satisfactory to Landlord, pursuant to which such assignee assumes and agrees to be bound by all of the provisions of this Lease. In no event shall Tenant be released from its obligations hereunder as a result of any assignment of this Lease, and the Tenant named herein and any assignee of such Tenant who assumes the obligations of the named Tenant under this Lease, from and after such assignment, shall be jointly and severally liable for performance of all obligations of Tenant under this Lease.

19. SUBORDINATION; ATTORNMENT

(a) This Lease is subject and subordinate to the Land Documents and any Mortgages, and to any renewals, modifications, increases, extensions, replacements, and substitutions of any of the foregoing in compliance with this Lease. This provision shall be self-operative and no further instrument of subordination shall be required; provided, however, that Tenant shall execute, acknowledge and deliver such further instrument(s) in recordable form confirming this subordination as may be reasonably requested by Landlord or any Mortgagee; and provided further, that no such Land Documents or Mortgage, or exercise of any rights thereunder, shall disturb Tenant's quiet enjoyment of its rights under this Lease so long as Tenant is not in material default under this Lease, and that any document or instruments required to be executed and delivered by Tenant shall provide for such non-disturbance.

(b) If any Mortgagee succeeds to the rights of Landlord under this Lease, whether through foreclosure, deed-in-lieu of foreclosure, or otherwise (a “**Successor Landlord**”), then at the request of the Successor Landlord and upon Successor Landlord’s written agreement to accept Tenant’s attornment, Tenant shall be deemed to have attorned to and recognized such Successor Landlord as Tenant’s Landlord under this Lease. This provision shall be self-operative and no further instrument of attornment shall be required; provided, however, that Tenant shall execute, acknowledge and deliver such further instrument(s) conforming such attornment as may be reasonably requested by such Successor Landlord (provided that such instruments do not materially affect Tenant’s rights under this Lease). Upon such attornment, this Lease shall continue in full force and effect as a direct lease between Successor Landlord and Tenant upon all of the terms set forth in this Lease after such attornment, except that the Successor Landlord shall not:

- (i) be liable for any previous act or omission of Landlord under this Lease;
- (ii) be subject to any offset, not expressly provided for in this Lease and asserted with reasonable promptness, which shall have theretofore accrued to Tenant against Landlord;
- (iii) be bound by any previous modification of this Lease, or by any previous prepayment of more than one month’s Base Rent or Additional Rent, unless such modification or prepayment shall have been expressly approved in writing by such Successor Landlord;
- (iv) be obligated to perform any alteration of the Premises;
- (vi) be obligated to repair the Premises or the Project or any part thereof, in the event of total or substantially total damage beyond such repair as can reasonably be accomplished from the net proceeds of insurance actually made available to such Successor Landlord; or
- (vii) be obligated to repair the Premises or the Project or any part thereof, in the event of partial condemnation beyond such repair as can reasonably be accomplished from the net proceeds of any award actually made available to such Successor Landlord, as consequential damages allocable to the part of the Premises or the Project not taken.

20. PERFORMANCE OF TENANT’S COVENANTS

Tenant shall perform all of the covenants and conditions on its part to be performed under this Lease, and upon receipt of written notice from Landlord (where notice of non-performance is required by this Lease) will comply with the requirements of such notice within thirty (30) days, or if such compliance cannot be reasonably accomplished within such thirty (30) day period, such period as is reasonably required to accomplish the compliance. If Tenant shall violate any covenant or condition of this Lease, and such violation is not cured within any applicable notice and cure period, Landlord may, at its option, do or cause to be done any or all of the things required by this Lease. In so doing Landlord shall have the right to cause its agents, employees, and contractors to enter upon the Premises, and in such event shall have no liability to Tenant, its agents and employees, for any loss or damages resulting in any way from such action, except in the event of gross negligence or willful misconduct. Tenant hereby grants Landlord all necessary licenses required to carry out the terms of this Section. Tenant shall pay to Landlord, within ten (10) days of demand, any monies paid or expenses reasonably incurred by Landlord in taking such actions, including attorney’s fees and costs in all proceedings, and such sums shall be collectible from Tenant as Additional Rent hereunder.

21. CUSTOM AND USAGE; NO WAIVER

Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time or times. The waiver by Landlord of any term, covenant or condition in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition herein. The subsequent acceptance of Base Rent, Additional Rent

or any other monetary obligation of Tenant hereunder by Landlord shall not be deemed to be a waiver of any preceding breach or default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to make the particular payment so accepted, regardless of Landlord's knowledge of such preceding breach or default at the time of acceptance of such payment. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and executed by Landlord.

22. SURRENDER AND HOLDING OVER

(a) Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, shall peaceably surrender the Premises to Landlord in broom-clean condition and in good repair as required in this Lease, reasonable wear and tear and, subject to Tenant's obligations under this Lease, casualty or condemnation excepted. In the event that Tenant shall fail to surrender the Premises upon demand, Landlord, in addition to all other remedies available to it hereunder or at law or in equity, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to twice the Base Rent specified in this Lease as applied to such period, together with all other payments required hereunder as Additional Rent, provided that Tenant shall nonetheless be a tenant at sufferance.

(b) If Tenant remains in possession of the Premises with Landlord's consent but without a new lease in writing and duly executed by Landlord, Tenant shall be deemed to be occupying the Premises as a Tenant from month to month, but otherwise subject to all the covenants and conditions of this Lease.

23. ADDITIONAL CONSTRUCTION

Landlord reserves the right at any time, and from time to time, to make alterations or additions to the Project, and to build adjoining the same. Landlord also reserves the right to construct other, or add to other, buildings or improvements in the Project or surrounding property, and to permit others to do so from time to time. In the event of such additional construction, Landlord shall not unreasonably interfere with Tenant's occupancy.

24. CONDEMNATION

(a) If the whole of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease shall cease and terminate as of the date on which title shall vest thereby in that authority and the Rent reserved hereunder shall be apportioned and paid up to such date. Sale by Landlord to any authority having the power of eminent domain or its designee, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article.

(b) In case of any governmental action not resulting in the taking or condemnation of any portion of the Premises but creating a right to compensation therefor, or if less than a fee title to all or any portion of the Premises shall be taken or condemned by any governmental authority for temporary use or occupancy, and provided such condemnation, this Lease shall continue in full force and effect and the Rent shall be equitable abated to reflect any diminution in the Tenant's ability to use the Premises for its intended purpose; provided, however, if the Premises cannot reasonably be used by Tenant for its intended purpose, then, at the election of Tenant this Lease will terminate effective as of the date that the condemning authority shall take possession of the same. In the event Tenant does not elect to terminate the Lease the proceeds of such condemnation shall first be used to repair or replace any changes or damages to the Premises resulting from the condemnation.

25. FORCE MAJEURE

If either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, this Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of this Lease shall in no way be affected, impaired, or

excused.

26. ESTOPPEL STATEMENT

Within ten (10) days after request therefor by Landlord or any Mortgagee, Tenant shall deliver in recordable form (and signed by Tenant, if an individual, or a duly authorized representative of Tenant if Tenant is not an individual) a statement to Landlord, any Mortgagee, or any proposed Mortgagee or transferee of the Project (as the case may be), certifying (if such be the case) that this Lease is in full force and effect, that Tenant is in possession of the Premises, that Tenant has commenced the payment of Rent, and that there are no defenses or offsets to this Lease claimed by Tenant, as well as any other information reasonably requested. If Tenant fails or refuses to give a certificate hereunder within the time period herein specified, then the information contained on such certificate as submitted by Landlord shall be deemed correct for all purposes, but Landlord shall have the right to treat such failure or refusal as a default by Tenant.

27. EVENTS OF DEFAULT

The occurrence of any of the following shall, in addition to any other events of default provided herein, constitute an event of default hereunder:

(a) Failure of Tenant to pay, when due and without offset, any Base Rent provided for in this Lease; or failure of Tenant to pay any other Additional Rent or other charges of any nature required to be paid by Tenant under this Lease; and any such failure is not cured within ten (10) days after written notice from Landlord.

(b) The filing of a petition by or against Tenant of this Lease for relief under the United States Bankruptcy Code ("**Bankruptcy Code**"), reorganization, or appointment of a receiver or trustee of Tenant or Tenant's property; or an assignment by Tenant or a guarantor for the benefit of creditors; or the taking of possession of the property of Tenant or a guarantor by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or if a temporary or permanent receiver or trustee shall be appointed for Tenant or for Tenant's property any execution, levy, attachment or other process of law upon Tenant's leasehold interest hereunder (or any part thereof); and any; and any such actions shall not be discharged within ninety (90) days from the date of filing, petition, appointment, execution or other event; or if any judgment entered against Tenant has not been satisfied or bonded within thirty (30) days of the date of the judgment. Notwithstanding the foregoing, Landlord acknowledges that the Tenant is currently subject to a receiver appointed by the Nevada State Public Charter School Authority and that no receiver, trustee or other authority appointed by or at the request of the Nevada State Public Charter School Authority shall constitute an event of default under this Lease.

(c) Permanent vacation or desertion of the Premises.

(d) The transfer or attempted transfer of any legal or equitable interest, whether by operation of law or otherwise, of this Lease or Tenant's interest in this Lease, except strictly in accordance with the express terms of this Lease.

(f) Tenant's failure to perform or observe any other provision of this Lease (including, without limitation, Tenant's covenants not to change the Permitted Use without the prior written consent of Landlord), within thirty (30) days after written notice and demand, provided that, if such failure is of a character as not to permit immediate compliance in the reasonable opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to complete such cure with all reasonable diligence within a reasonable period thereafter.

28. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

(a) Upon the occurrence of any event of default as set forth in this Lease, Landlord, at its option, may at such times as it may determine, concurrently or successively, without being deemed to have waived any rights or to have made an election of remedies in any circumstance, do any or all of the following, in addition to any right or remedy provided by law or allowed in equity:

(i) Landlord may serve upon Tenant notice that this Lease and the then unexpired Lease Term shall terminate and become absolutely void on a date specified in such notice, to be not less than ten (10) days after the date of such notice, and this Lease, as well as the right, title, and interest of Tenant hereunder shall, except as to the rights and remedies of Landlord upon termination as provided herein, terminate and become void in the same manner and with the same force and effect as if the date provided in such notice were the date originally specified for the expiration of the Lease Term. Tenant shall then immediately quit and surrender to Landlord the Premises and all rights of Tenant with respect to the Common Areas, and Landlord may then or at any time thereafter, as permitted by law, enter into and repossess the Premises, opening locked doors, if necessary, to effect such entrance, and may remove all occupants and any property thereon without being liable for any action or prosecution of any kind for such entry or the manner thereof or loss of or damage to any property upon the Premises.

(ii) Without terminating this Lease and without notice, Landlord may, as permitted by law, enter into and repossess the Premises for the account of Tenant, opening locked doors if necessary to effect such entrance, and may remove all occupants and any property thereon without being liable for any action or prosecution of any kind for such entry or the manner thereof or loss of or damage to any property upon the Premises. Landlord may, in addition to its other rights and remedies, store Tenant's property in a public warehouse or at a place selected by Landlord, at the expense of Tenant. In the event of either (i) or (ii) above, Landlord may, but shall not be obligated to, obtain possession of the Premises by any judicial proceeding, which it may, in its sole discretion, institute for such purpose. Landlord's obtaining of possession of the Premises, either with or without judicial proceedings for that purpose, shall not, of itself, terminate this Lease.

(iii) With or without terminating this Lease and with or without reentering and obtaining possession of the Premises, Landlord may lease the Premises to any other person upon such terms as Landlord may deem reasonable, in its sole discretion, and for a term within or beyond the term of this Lease. Landlord shall apply the rent received from reletting the Premises to reduce the obligations of Tenant under this Lease. Tenant shall remain liable for all Rent for the balance of the then current term, together with any reasonable expenses or costs incurred by Landlord in reentering the Premises, such as the payment of commissions, attorney's fees, the making of alterations or otherwise, and Landlord may recover such costs and expenses at any time, and from time to time, after any of the foregoing events, whether prior to the end of the term herein granted or otherwise.

(d) The various rights, remedies, powers, options and elections of Landlord reserved, expressed, or contained in this Lease are distinct, separate and cumulative, and no one of them shall be deemed to be exclusive of the other rights, remedies, powers or options provided herein, or as are now or may hereafter be conferred upon Landlord by statute or by law or equity.

(e) On the occurrence of any of the foregoing acts of default, the worth at the time of the award of the entire Rent for the balance of the then current term of this Lease, or any part thereof, shall, less the amount of loss of Rent that Tenant proves could have been reasonably avoided, at the option of Landlord, immediately become due and payable, and Landlord may immediately proceed to collect or bring an action for such Rent, or such part thereof, as Rent being in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such Rent, or may institute any other proceedings to enforce payment thereof. The phrase "worth, at the time of award" as used above, will be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(f) No termination of this Lease, nor taking or recovering possession of the Premises with or without termination of this Lease, shall deprive Landlord of any remedies or actions against Tenant for Rent or any damages for the breach of any covenant or condition herein contained, nor shall the bringing of any such action for Rent or breach of any covenant or condition, nor the resort to any other remedy herein or otherwise provided for the recovery of Rent or damages for such breach, be construed as a waiver of the right to insist upon the forfeiture and to obtain possession in the manner herein provided.

(g) No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord

may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

(h) No receipt of money by Landlord from Tenant after default or cancellation of this Lease shall: (i) reinstate, continue, or extend the term or affect any notice given to Tenant, (ii) operate as a waiver of the right of Landlord to enforce the payment of Rent then due or to become due, or (iii) operate as a waiver of the right of Landlord to recover possession of the Premises by suit, action, proceeding, or other remedy. After: (x) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (y) the commencement of any suit, action, proceeding, or other remedy, or (z) final order or judgment for possession of the Premises, Landlord may demand, receive and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the Premises or, at the election of Landlord, on account of the liability of Tenant hereunder.

(i) Any sums which may be expended by Landlord in accordance with the terms of this Lease that are paid on behalf of Tenant or due to Tenant's default hereunder shall bear interest at the lesser of ten percent (10%) per annum or the maximum rate allowed by law, and Tenant shall be liable for such sums plus such interest as Additional Rent hereunder.

29. SECURITY DEPOSIT

Tenant has deposited with Landlord the sum provided in the Lease Summary as security for the performance by Tenant of the terms of this Lease. Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any monies due Landlord, whether sums as to which Tenant is in default or which Landlord may expend or be required to expend by reason of Tenant's default in the performance or observance of any of the other covenants and conditions of this Lease. Tenant, within thirty (30) days after written demand by Landlord, shall replenish the security deposit or any portion thereof so used or applied by Landlord, and Tenant's failure to make such restoration in a timely manner shall constitute a material breach of this Lease. The security deposit shall be returned to Tenant after the expiration of this Lease and delivery of possession of the Premises to Landlord, except for those amounts that Landlord is expressly entitled to retain hereunder. In the event of any transfer of title to the Premises, Landlord shall have the right to transfer the security deposit to the grantee or transferee, Landlord shall thereupon be released from all liability for the return of such security deposit to Tenant, and the grantee shall assume the obligations of Landlord hereunder regarding such security deposit. Tenant shall not be entitled to any interest on the security deposit and Landlord is not required to segregate the security deposit in any way.

30. AUTHORITY

If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Project is located, that the corporation has full right and authority to enter into this Lease, and that all persons signing on behalf of the corporation were authorized to do so by appropriate corporate actions. If Tenant signs as a partnership, trust or other legal entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has complied with all applicable laws, rules and governmental regulations relative to its right to do business in the state in which the Project is located, and that each of the persons or entities acting on behalf of the Tenant was authorized to do so by any and all appropriate partnership, trust or other actions. Tenant agrees to furnish promptly upon request a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Tenant to enter into this Lease.

31. LIABILITY OF LANDLORD

(a) Tenant shall look solely to Landlord's interest in the Premises for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or

asset of Landlord shall be subject to levy, execution, or other enforcement procedure for the satisfaction of such judgment or decree.

(b) Tenant shall be in exclusive control and possession of the Premises, and Landlord shall not be liable for any injury or damages to any property or to any person on or about the Premises, nor for any injury or damage to any property of Tenant. The provisions herein permitting Landlord to enter and inspect the Premises are made to ensure that Tenant is in compliance with the terms and conditions hereof and to make repairs that Tenant has failed to make. Landlord shall not be liable to Tenant for any entry on the Premises for inspection purposes, except with respect to the gross negligence or intentional misconduct of Landlord or its agents.

32. LEGAL EXPENSES

If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable fees of attorneys, paralegals, and legal assistants, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), together with any sales tax thereon, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

33. LAND DOCUMENTS; RULES AND REGULATIONS

The parties shall be bound by all existing Land Documents and the Rules and Regulations, in the form of Exhibit "C" hereto, governing the Premises and the Project or any part thereof as same may be amended subject to the terms hereof. The Rules and Regulations shall be subordinate to the terms and provisions of this Lease.

34. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease.

35. QUIET ENJOYMENT

Upon payment by Tenant of the Rents and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease and all existing or future Mortgages encumbering the Project.

36. SIGNS

Without the prior written consent of Landlord, which consent shall not be unreasonably withheld, no sign or other promotional or informational materials of any nature shall be placed on the exterior of the Premises, in any window visible from the exterior of the Project or other Common Areas. Signage shall be permitted as provided in Exhibit "D".

37. SCOPE AND INTERPRETATION OF AGREEMENT; CONFIDENTIALITY

This Lease and all Exhibits set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, conditions, or understandings, either oral or written, other than as set forth herein. No subsequent alteration, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. The laws of the State of Nevada shall govern the validity, interpretation, performance, and enforcement of this Lease. This Lease shall not be more strictly enforced against either party regardless of who was more

responsible for its preparation. Except at Landlord's option, no part of this Lease or any memorandum thereof may be recorded in the public records of any municipality or county. Tenant will maintain the confidentiality of this Lease and will not divulge the economic or other terms of this Lease, whether verbally or in writing, to any person, other than Tenant's officers, directors, partners or shareholders; Tenant's attorneys, accountants and other professional consultants; any governmental agencies; and pursuant to subpoena or other legal process.

38. INVALID PROVISIONS

If any provision of this Lease shall be determined to be void by any court of competent jurisdiction or by any law enacted subsequent to the date hereof, then such determination shall not affect any other provisions hereof, all of which other provisions shall remain in full force and effect.

39. CAPTIONS

Any headings preceding the text of the provisions and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

40. SUCCESSORS AND ASSIGNS

All rights, obligations, and liabilities given to, or imposed upon, the parties hereto shall extend to and bind the respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires and assigns of such parties, subject to the terms of Section 18 hereof. No rights, however, shall inure to the benefit of any assignee or sublessee of Tenant unless Landlord has approved the assignment or sublease in writing as required under this Lease. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease. The original Landlord named herein, and each successive owner of the Project, shall be liable only for obligations accruing during the period of its ownership.

41. NOTICES

All notices, requests, consents and other communications required or permitted under this Lease shall be in writing (including facsimile and email communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or overnight courier service, faxed or emailed, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to Landlord's Address and Tenant's Address, as appropriate, or to such other address as any party may designate by notice complying with the terms hereof. Each such notice shall be deemed delivered (a) on the date delivered if by personal or overnight delivery, (b) on the date received if by facsimile or email, and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

42. USE OF PREMISES

Tenant shall use and occupy the Premises only for the school and related purposes set forth in this Lease, and for no other purpose, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

43. GENERAL PROVISIONS GOVERNING TENANT'S IMPROVEMENTS

(a) This section shall apply to all alterations, improvements, or additions (collectively, "improvements") made to the Premises during the Lease Term, as permitted in this Lease.

(b) Before entering the Premises for the purpose of performing improvements, Tenant shall deposit with Landlord certificates of workmen's compensation insurance and liability insurance of Tenant's general contractor, or, if none, from each of Tenant's independent contractors. Liability insurance shall be in an amount not

less than \$1,000,000 per occurrence, and shall name Landlord and each Mortgagee as additional insured. The liability insurance shall be on a comprehensive form, and shall cover all hazards related to any work performed by any such contractor on the Premises.

(c) Any damage to the Premises or the Project caused by Tenant or any of its employees, contractors, or workmen shall be repaired promptly by and at the expense of Tenant. Tenant shall be responsible for the disposal of waste generated with respect to its work.

(d) All improvements within the Premises shall be completed with new materials, unless otherwise approved in writing by Landlord. Materials used and workmanship performed shall be of a uniformly good commercial quality in accordance with the good commercial standards of practice, and shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld.

(e) Upon completion of the improvements, Tenant shall cause to be furnished to Landlord a final contractor's affidavit, stating that there are no liens outstanding against the Premises or the Project on account of the improvements, and that all accounts for work, service and materials have been paid in full.

44. WAIVER OF JURY TRIAL

LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR THE OBLIGATIONS EVIDENCED HEREBY, OR ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF LANDLORD AND TENANT IN ENTERING INTO THIS LEASE.

45. INTENTIONALLY DELETED

46. NO REPRESENTATIONS; NO OFFER

(a) Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties except those expressed in this Lease, and that this Lease contains the entire agreement of the parties hereto with respect for the subject matter hereof.

(b) The submission of this document for examination and review does not constitute an option, an offer to lease space, or an agreement to lease space. This document shall have no binding effect on the parties unless and until executed and delivered by both Landlord and Tenant, and will be effective only upon Landlord's execution and delivery of the same.

47. BROKERS

Tenant represents and warrants that it has not dealt with any brokers, finders or like agents in connection with the negotiation, execution or delivery of this Lease except Tradewind Investments and ERA, who shall be paid by Landlord. Tenant agrees to, indemnify, defend and hold Landlord harmless from and against obligations, losses, claims, liabilities, damages, costs and expenses including all attorneys' fees and disbursements) incurred by reason of any claim or of liability to any other broker, finder, like agent or other person for commissions or other compensation or charges with respect to the negotiation, execution and delivery of this Lease, and such obligations shall survive the expiration or sooner termination of this Lease.

48. LANDLORD'S CONSENT

Without limiting any other provision of this Lease, in the event that Landlord's consent is required by the

terms hereof for any purpose whatsoever, including, without limitation, any modification of or amendment to this Lease, it is understood and agreed that Landlord's consent shall be granted in its sole and absolute discretion where commercially reasonable.

49. INABILITY TO OPERATE CHARTER SCHOOL

Landlord acknowledges that Tenant's use of the Premises is dependent up being able to operate the Premises as a charter school. In the event the Premises cannot be legally used for a charter school or Tenant's charter for operation of a charter school at the Premises is terminated for any reason, Tenant shall have the right to terminate this Lease by giving Landlord written notice of such election, with such written notice to state the effective date of termination.

50. MEMORANDUM OF LEASE

Tenant may record a memorandum of this lease with the Clark County, Nevada Recorder in form and substance reasonably acceptable to Landlord. Landlord agrees to sign and acknowledge any such Memorandum.

50. EXHIBITS

The following exhibits are a part of this Lease and are incorporated herein by reference:

- Exhibit "A" - Legal Description
- Exhibit "B" - Acceptance Letter
- Exhibit "C" - Rules and Regulations
- Exhibit "D" - Sign Requirements

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

TENANT:

Quest Academy PTO,
a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

LANDLORD:

Interest Income Partners, L.P.,
a California limited partnership

By: _____
Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Preliminary Title Report provided for APN#’s: 138-02-814-033 & 034

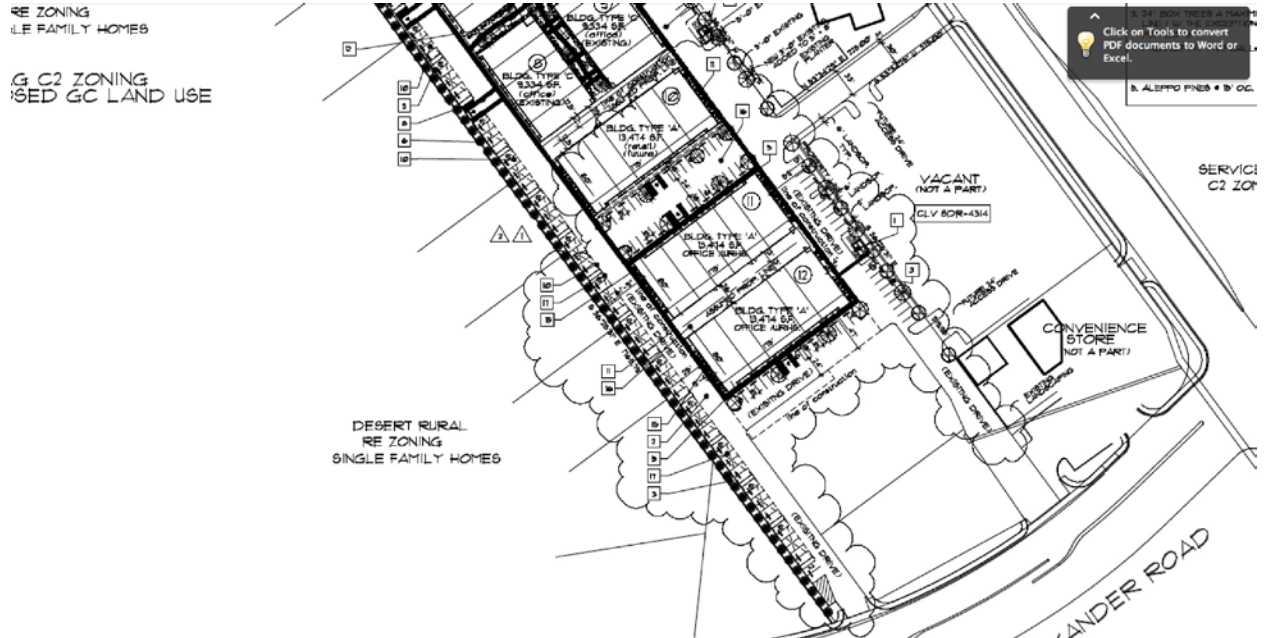


EXHIBIT "B"

TENANT ACCEPTANCE LETTER

Date: _____

Re: Lease Agreement ("Lease") dated February 15, 2017, between ("Landlord") and ("Tenant")

Please confirm the following information by filling in any spaces below, as applicable, and counter-signing this letter as provided below:

1. The Commencement Date (as defined in the Lease) occurred on August 1, 2017.
2. All alterations and improvements required to be performed by Landlord pursuant to the provisions of the Lease to prepare the entire Premises for Tenant's initial occupancy have been satisfactorily completed.
3. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.
4. The Lease is in full force and effect and has not been modified, altered, or amended.
5. There are no offsets or credits against Base Rent or Additional Rent (as defined in the Lease).

Very truly yours,

By:

Agreed to and accepted as of _____. 2017.

By _____
Its _____

EXHIBIT “C”

RULES AND REGULATIONS

Tenant covenants and agrees with Landlord to obey the following Rules and Regulations:

(a) All deliveries of shipments of any kind to and from the Premises, including loading and unloading of goods, shall be made only at such locations and times reasonably designated by Landlord, and only designated for such purpose by Landlord. Any damage to the Project caused by Tenant’s movers or personnel shall be reimbursed to Landlord within ten (10) days of receipt of and invoice therefor.

(b) All garbage and refuse shall be kept in the kind of container reasonably specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places reasonably specified by Landlord. Landlord shall provide or designate a service for picking up refuse and garbage, and the cost thereof shall be included as a Common Area Maintenance Cost.

(c) No antenna, dish or other communication device shall be erected on the roof, exterior walls, or grounds of the Project without, in each instance, the written consent of Landlord, which consent shall not be unreasonably withheld. Any antenna, dish or other communication device so installed without such written consent shall be subject to removal without notice at any time, at the expense of Tenant.

(d) No loudspeakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises, without the prior written consent of Landlord which consent shall not be unreasonably withheld.

(e) The plumbing facilities shall not be used for any purpose other than that for which they are constructed, no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this rule shall be borne by Tenant.

(g) Tenant shall pay for and maintain a termite and pest extermination service for the Premises.

(h) Tenant shall not burn any trash or garbage of any kind in or about the Premises.

(i) The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, and halls shall not be obstructed or encumbered by Tenant.

(j) Tenant shall not at any time, without first obtaining Landlord’s written consent, which consent shall not be unreasonably withheld:

(i) Conduct or permit any fire, bankruptcy, auction, “going out of business”, stock reduction, or any similar type of sale, whether real or fictitious, in the Premises, or utilize any unethical method of business operation.

(ii) Change, whether by alteration, replacement, rebuilding or otherwise, the exterior color or architectural treatment of the Premises or of the building in which the same is located, or any part thereof.

(iii) Use, or permit to be used, the sidewalk adjacent to, or any other place outside, the Premises for display, sale or any other similar undertaking.

(k) Tenant agrees that Landlord may amend, modify, delete, or add new and additional reasonable rules and regulations for the use and care of the Premises and the Project. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord, or upon the posting of the same in such place within the Project as Landlord may designate.

EXHIBIT “D”

SIGNAGE REQUIREMENTS

All signage shall be building standard as determined by Landlord in its reasonable discretion. Exterior signage shall be subject to approval by Landlord, which consent shall not be unreasonably withheld (and all governmental authorities, as applicable). The cost of such signage shall be paid by Tenant.

Landlord shall coordinate any changes in signage from time to time as requested by Tenant and the costs thereof shall be charged to and paid by Tenant.

Attachment 5C

Lease Agreement for 4055 N Rancho

NEVADA COMMERCIAL SUBLEASE

This Sublease Agreement (the "LEASE") is entered into on this the ____ day of February, 2017, by and between: DAVID E. SHINNERER AND DEBRA SHINNERER, TRUSTEES OF THE SCHINNERER FAMILY TRUST, (hereinafter called "LESSOR"), and QUEST PREPARATORY ACADEMY, a Nevada state sponsored charter school (hereinafter called "LESSEE").

LESSOR is the tenant under a lease (the "Master Lease") pursuant to which Jeri Fawbash and Brandon Mynarick, Trustees of the Mynarick Nevada Trust ("Master Landlord") leased LESSOR the Premises (as hereinafter defined).

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. **PREMISES AND TERM:** LESSOR, hereby subleases to LESSEE for the term commencing on the 1st day of August, 2017 and ending on the 31st day of July, 2027 (the "Term") the following described premises, located in 4055 N. Rancho, Las Vegas, Clark County, Nevada:

The real property located at 4055 N Rancho Drive, Las Vegas, Nevada, and identified as Clark County Assessor Parcels 138-02-814-035 and 138-02-814-035, together with all improvements located thereon and all appurtenant rights therein (hereinafter called the "Premises" or "Leased Premises").

LESSEE shall have the right to occupy the Premises on July 1, 2017 notwithstanding that the Lease Term does not commence until August 1, 2017. LESSEE shall pay Rent on the date in July on which LESSEE commences occupancy of the Premises, which Rent shall be prorated for the number of days in July LESSEE occupies the Premises.

LESSEE'S obligations hereunder are contingent upon LESSEE obtaining to its reasonable satisfaction prior to the commencement date hereof: (a) all government permits and authorizations to operate a charter school at the Premises, including the approval by the Nevada State Public Charter School Authority of a charter amendment permitting LESSEE to relocate to the Premises and enter into the Lease; (b) Founders Academy vacating the Premises; (c) a leasehold title policy for the Premises subject only to such exceptions acceptable to LESSEE; (d) in the event there is a deed of trust or similar encumbrance on the Premises, a non-disturbance agreement from the lender in form and substance reasonably acceptable to LESSEE providing for the terms set forth in Section 31; and (e) lease agreements for the properties at 4035, 4025, and 4145 N. Rancho Drive. In addition, LESSEE may terminate this Lease at any time prior to March 15, 2017 in the event LESSEE is not satisfied with its due diligence review of the Premises.

2. **RENEWAL:** LESSEE shall have the right to extend or renew the Lease for two (2) additional terms of five (5) years each upon the same terms and conditions of this Lease. LESSEE shall deliver to LESSOR notice of its election so to extend the Term or any extension Terms not later than one hundred eighty (180) days prior to the end of the Term or extension Term.

3. **RENT:** The LESSEE covenants to pay to LESSOR as Rent the sum of \$1,250 per month, (hereinafter the "Rent"), in advance without demand on or before the first day of each

month commencing on the commencement date of the Lease. LESSEE shall pay one month's rent upon execution of this Lease, which amount shall be applied to the first payment of Rent due under this Lease (or returned to LESSEE if the conditions to this Lease are not satisfied). The Rent shall adjust upward by the lesser of 3% per year or the annual percentage increases in per pupil funding for Clark County, Nevada published by the State of Nevada (the "State"). For example, if the State funding remained constant for 5 years but then experienced a 5% increase at the end of year 5, there would be no increase for the 5 years and the rent for year 6 would be increased by 3% (the lesser of 3% or the increase in that year) and remain at such amount until there were a further increase in the State funding. Alternatively, if the State funding increased by 2% at the end of year five, the rent for year 6 would increase by 2% (the lesser of 3% or the increase in that year). Any decrease in State funding will not reduce the amount of Rent, but any future increase in such funding shall be measured from the amount of the funding prior to such reduction rather than the reduced amount. Furthermore, in the event enrollment exceeds 750 students at the commencement of any given school year, or 95% of the facility capacity, whichever is greater, the Rent shall be increased by \$65 per month for that school year. Any adjustment of Rent shall be effective on the first day of the first month of each anniversary date of the Lease following any event that causes the adjustment of Rent, including during any extension Term.

4. **COMMON AREA MAINTENANCE COSTS:** LESSEE shall have responsibility for operation and maintenance of all Common Areas of the Premises other than to the extent maintained by the Rancho Alexander Business Park Association. LESSEE shall pay its costs and expenses incurred in owning, operating, maintaining, repairing or otherwise associated with the Premises ("Common Area Maintenance Costs") except for charges and assessments by the Association, which shall be paid by LESSOR.

5. **LATE CHARGES:** LESSEE shall pay a late charge In the amount of 10% of the outstanding delinquent balance for any payment of the rent not made within 10 days after the due date to cover the extra expense involved m handling late payments, but not more than \$125 for anyone month. This charge is in addition to any other rights or remedies of the LESSOR.

6 **UTILITIES:** LESSEE shall pay all charges for utilities other than water and sewer which are to be paid by LESSOR as part of the assessments by the Association. On failure of LESSEE to pay the utilities when due, LESSOR shall enforce payment in the same manner as rent in arrears.

7. **CONDITION OF PREMISES; USE OF PREMISES:** LESSOR agrees that LESSEE, upon paying the rent and on performing all terms of this Lease, shall peaceably enjoy the Leased Premises during the term of this Lease. By occupying the Leased Premises as a Lessee, or installing fixtures, facilities, or equipment or performing finished work, LESSEE shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this Lease.

LESSEE acknowledges that LESSEE has examined and knows the condition of the Leased Premises, and except for the requirements of the foregoing paragraph, has received the same in good order and repair, and agrees:

(a) To use these Leased Premises only for the lawful day to day activities of the Quest

Academy Charter School.

(b) To surrender the Leased Premises to LESSOR at the end of the Term or any renewal without the necessity of any notice from either LESSOR or LESSEE to terminate the same, and LESSEE hereby expressly waives all right to any notice which may be required under any laws now or here after enacted and in force.

(c) To surrender possession of these Leased Premises at the expiration of this Lease without further notice to quit, in as good condition as reasonable use will permit.

(d) To keep the Premises in good condition and repair at LESSEE's own expense, except repairs which are the duty of LESSOR.

(e) To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Premises.

(f) Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.

(g) Not to permit any waste or nuisance.

(h) Not to use the Leased Premises for living quarters or residence.

LESSEE shall for any damage to improvements on the Leased Premises.

Any signs placed upon or about such Leased Premises shall, upon the end of the Term of the Lease or upon the earlier termination, be removed by LESSEE, and LESSEE shall repair any damage to the Leased Premises which shall be occasioned by reason of such removal.

At all times, LESSEE shall keep the sidewalks, if any, in front of or adjoining the Leased Premises clean and in a sightly and sanitary condition.

All repairs shall be made by the LESSEE at its own expense.

8. FIXTURES AND TRADE FIXTURES. LESSEE shall make no changes, improvements, alterations, or additions to the Leased Premises, unless such changes, improvements, alterations, or additions are first approved in writing by LESSOR and Master Landlord. It is understood that LESSEE intends to improve the Premises as a recreation and play area with recreation and play equipment, artificial turf areas and fencing and LESSOR hereby consents to such improvements. Neither LESSOR nor Master Landlord may unreasonably withhold or delay approval, and if there is a dispute as to reasonableness, it shall be determined by arbitration.

All improvements made by LESSEE to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of LESSOR upon installation. Not later than the last day of the Term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE

which have not become the property of LESSOR, including trade fixtures, recreation and play equipment; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by LESSEE or LESSEE's agents, employees, visitors, or licensees, excepted. All property of LESSEE remaining on the Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by LESSOR, and LESSEE shall reimburse LESSOR for the cost of such removal.

9. **SECURITY DEPOSIT:** LESSOR shall, upon execution hereof, pay a security deposit in the sum of \$1,250, which sum shall be held by the LESSOR as security for the full faith and performance by LESSEE of all of the terms, covenants and conditions of this Lease by LESSEE. LESSOR shall place cash deposit in an interest-bearing account inuring to the benefit of LESSEE.

The security deposit shall be held, applied to damages or rent and returned to LESSEE all in accordance with the laws of the state where the Leased Premises are located and in force at the time of execution of this Lease.

10. **NO LESSOR'S LIEN:** LESSOR waives any right to any lien on property on or to be brought on the Premises.

11. **DEFAULT:** Each of the following shall be deemed an Event of Default:

- a. Default in the payment of Rent or other payments hereunder.
- b. Default in the performance or observance of any covenant or condition of this Lease by the LESSEE to be performed or observed.
- c. Permanent abandonment of the premises by LESSEE.
- d. The filing or execution or occurrence of:
 - i. Filing a Petition in bankruptcy by or against LESSEE.
 - ii. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
 - iii. Adjudication of LESSEE as a bankrupt or insolvent: or insolvency in the bankruptcy equity sense.
 - iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
 - v. A petition or other proceeding by or against LESSEE for, or the appointment of, a trustee, receiver, guardian, conservator or

liquidator of LESSEE with respect to all or substantially all its property. Notwithstanding the foregoing, Landlord acknowledges that the Tenant is currently subject to a receiver appointed by the Nevada State Public Charter School Authority and that no receiver, trustee or other authority appointed by or at the request of the Nevada State Public Charter School Authority shall constitute an event of default under this Lease.

- vi. A petition or other proceeding by or against LESSEE for its dissolution or liquidation, or the taking of possession of the property of the LESSEE by any governmental authority in connection with dissolution or liquidation

12. **NOTICE OF DEFAULT.** The parties are desirous of giving one another fair notice of any default before termination or other action under this Lease requiring such notice. In the event of an act of default with respect to any provision of this Lease, neither party can institute legal action with respect to such default without first complying with the following conditions:

- e. Notice of such event of default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail, return receipt requested, or if unable to provide notice by these **methods, if notice is from LESSOR to LESSEE by posting the notice on the front door of the** Leased Premises;
- f. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this Lease and shall designate the specific paragraph(s) therein which relate to the alleged act of default;
- g. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date can be not less than thirty (30) days, or such longer period as reasonably necessary to cure such default so long as LESSEE is making reasonable efforts to cure such default (five (5) business days for a default in the payment of money) from the date of mailing the notice of default. If LESSEE is not reasonably able to remedy the breach, LESSEE may avoid termination by authorizing LESSOR to enter and remedy the breach at the LESSEE'S expense. If breach cannot be remedied, LESSOR may terminate the Lease.

13. **TERMINATION:** Upon occurrence of any Event of Default, and after proper notice of default has been given, LESSOR may, at its option, in addition to any other remedy or right given hereunder or by law; Give notice to LESSEE that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than 5 days after mailing or delivery of such notice.

The foregoing provisions for the termination of this Lease shall not operate to exclude or suspend any other remedy of the LESSOR for breach, or for the recovery of said Rent for the full term.

14. **ACCELERATION.** LESSEE expressly agrees and understands that upon LESSOR'S termination of this Lease, the entire remaining balance of unpaid Rent for the remaining term of this Lease shall ACCELERATE, whereby the worth at the time of the award of the entire sum less the amount of loss of Rent that LESSEE proves could have been reasonably avoided shall become immediately due, payable, and collectable. The phrase 'worth, at the time of award' as used above, will be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). To the extent allowed by law, LESSOR may hold the portion of LESSEE'S security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

15. **REPOSSESSION:** Upon termination of this Lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises. In no event shall such re-entry or resumption of possession or re-letting as hereafter provided be deemed to be acceptance or surrender of this Lease or a waiver of the rights or remedies of LESSOR hereunder.

16. **DEFAULT BY LESSOR:** In the event of any default by LESSOR, LESSEE, before exercising any rights that it may have at law to cancel this Lease, must first send notice by registered or certified mail, or hand delivery, to LESSOR, and shall have offered LESSOR Five (5) days in which to correct and cure the default or commence a good faith effort to cure such default.

17. **RELETTING AFTER TERMINATION:** Upon termination of this Lease in any manner above provided, LESSOR shall use reasonable efforts to relet the Premises.

18. **DAMAGES:** Upon termination of this Lease in any manner above provided, or by summary proceedings or otherwise, LESSEE shall pay to LESSOR without demand or notice the following:

(a) All Rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.

(b) All accelerated Rent pursuant to Section 14 and other payments to be due under the terms of this Lease to the extent Lessor has not been able to offset same by reletting the Premises.

(c) The costs of making all repairs, alterations and improvements required to be made by LESSEE hereunder, and of performing all covenants of LESSEE relating to the condition of the Premises during the Term and upon expiration or sooner termination of this Lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by LESSOR or the amounts actually expended or incurred thereafter by LESSOR.

(d) The reasonable attorneys' fees and other costs.

19. **EXCLUSIVITY OF LESSOR'S REMEDIES:** The receipt of Rent after default, or after judgment or after execution, shall not deprive the LESSOR of other actions against the LESSEE for possession or for Rent or for damages, and all such remedies are non-exclusive and can be exercised concurrently or separately as LESSOR desires.

20. **LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY:** The LESSOR shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Premises or building from any cause, during the Term or any renewal of this Lease unless caused by the negligence or misconduct of LESSOR.

21. **TAXES:** Property taxes on the Leased Premises shall be responsibility of LESSEE. However, as per NRS 361.096 PROPERTY TAXES ARE NOT CURRENTLY ASSESSED ON THIS PROPERTY VIA THE STATE OF NEVADA. LESSEE Agrees to complete any documentation required by Clark County or the State of Nevada to assist Lessor in obtaining TAX ABATEMENT. Taxes on the personal property of Lessee shall be the responsibility of LESSEE. All other taxes shall be the responsibility of the party incurring same.

22. **RIGHT OF RE-ENTRY:** LESSOR shall have the right, by itself or agent or with others, to enter the Premises at reasonable hours and with reasonable notice to LESSEE to examine or exhibit the Premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the Premises, to inspect and examine, to post such notices as LESSOR may deem necessary to protect LESSOR against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating LESSOR's performance of its obligations hereunder, or for any other reasonable purpose which does not material diminish LESSEE's enjoyment or use of the Leased Premises.

23. **HOLDOVER:** If LESSEE shall holdover after the expiration of the Term hereof, with the consent of LESSOR, express or implied, such tenancy shall be from month to month only, at a rate of 10% over and above Base Rent, and not a renewal hereof; and LESSEE agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this Lease for the time LESSEE holds over. LESSEE shall be entitled to possession until LESSOR has given LESSEE thirty (30) days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

If LESSEE shall hold over without the consent of LESSOR, express or implied, then LESSEE shall be construed to be a Lessee at sufferance at 125% the Rent herein provided, prorated by the day until possession is returned to LESSOR. LESSEE'S holding over beyond the expiration of the notice period of a lawful Notice of Termination constitutes holding over without the consent of the LESSOR, and LESSEE shall be construed to be a Lessee at sufferance, at double the Rent herein provided, prorated by the day until possession is returned to LESSOR, without limitation to LESSOR'S remedies and rights of recovery under applicable law.

24. **NATURE OF RELATIONSHIP BETWEEN PARTIES:** The sole relationship between the parties created by this agreement is that of LESSOR and LESSEE. Nothing contained in this Lease shall be deemed, held, or construed as creating a joint venture or partnership between the parties.

25. **RIGHT OF LESSOR TO PAY OBLIGATIONS OF LESSEE TO OTHERS:** If LESSEE shall fail or refuse to pay any sums due to be paid by it under the provisions of this Lease, or fail or refuse to maintain the Leased Premises or any part thereof as herein provided, then, and in such event, LESSOR, after 10 days notice in writing by LESSOR to LESSEE, shall

have the right to pay any such sum or sums due to be paid by LESSEE and to do and perform any work necessary to the proper maintenance of the Leased Premises; and the amount of such sum or sums paid by LESSOR for the account of LESSEE and the cost of any such work, together with interest on such amount at the rate of 10% per annum from the date of payment by LESSOR until the repayment to LESSOR by LESSEE, shall be paid by LESSEE upon demand in writing. The payment by LESSOR of any such sum or sums or the performance by LESSOR of any such work shall be prima facie evidence of the necessity for such work.

26. MECHANICS AND OTHER LIENS IMPOSED BY LESSEE: LESSEE shall keep the Leased Premises and the improvements at all times during the term free of mechanics and materialmen's liens and other liens of like nature, other than liens created and claimed by reason of any work done by or at the instance of LESSOR, and at all times shall fully protect and indemnify LESSOR against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should LESSEE fail to fully discharge any such lien or claim, LESSOR, at its option, may pay the same or any part thereof, and LESSOR shall be the sole judge of the validity of such lien or claim.

All amounts so paid by LESSOR, together with interest the at the rate of 10% per annum from the time of payment by LESSOR until repayment by LESSEE, shall be paid by LESSEE upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional rent.

27. CONDEMNATION CLAUSE: In the event that all or a part of the Premises is taken by eminent domain or conveyed in lieu of eminent domain, if the Leased Premises cannot reasonably be used by LESSEE for their intended purpose, then, at the election of LESSEE this Lease will terminate effective as of the date that the condemning authority shall take possession of the same. In the event LESSEE does not elect to terminate the Lease the proceeds of such condemnation shall first be used to repair or replace any changes or damages to the Premises resulting from the condemnation. Rent shall be equitable abated to reflect any diminution in the LESSEE'S ability to use the Premises for its intended purpose.

28. FIRE CLAUSE: The LESSEE agrees to notify LESSOR of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire, repairs shall be made by LESSOR (to the extent of insurance proceeds and applicable deductibles) as soon as reasonably may be done unless the costs of repairing the Premises exceed 25% of the replacement cost of the building in which case the

LESSEE may, at its option, terminate this Lease by giving LESSOR written notice of termination within 30 days of the date of the occurrence.

If the LESSEE does not terminate this Lease pursuant to the paragraph above, then LESSOR has 30 days after the date of occurrence to give written notice to LESSEE setting forth its unqualified commitment to make all necessary repairs or replacements, the projected date of commencement of such repairs, and the LESSOR'S best good faith estimate of the date of completion of the same.

If the LESSOR fails to give such notice, or if the date of completion is more than 90 days after the date of the occurrence, then the LESSEE may, at its option, terminate this Lease and the LESSOR will be obliged to refund to the LESSEE any rent allocable to the period subsequent to the date of the fire.

Rent shall be equitably abated during any time the LESSEE is unable to use all or any part of the Demised Premises as the result of a fire or other hazard.

29. **WAIVER OF NONPERFORMANCE:** Failure of the LESSOR to exercise any of its rights under this Lease upon nonperformance by the LESSEE of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by LESSOR be construed as a waiver of the rights of the LESSOR as to any subsequent defective performance or nonperformance hereunder.

30. **PAROL EVIDENCE CLAUSE:** This instrument constitutes the final, fully integrated expression of the agreement between LESSOR and the LESSEE, and it cannot be modified or amended in any way except in writing signed by the LESSOR and LESSEE.

31. **SUBORDINATION:** This Lease is subordinate to the lien of all present or future mortgages (provided that each mortgagee will execute and deliver to LESSEE a Non-disturbance, Attornment and Subordination Agreement stating (in addition to other reasonable terms, if any) in substance that if LESSEE is not in material default hereunder that remains uncured past applicable notice and cure periods, the right of possession of LESSEE to the Premises will not be affected or disturbed by any mortgagee in the exercise of any of its rights under a mortgage or the note secured thereby, and any sale of the Premises pursuant to the exercise of any rights and remedies under a mortgage or otherwise will be made subject to LESSEE's right of possession to the Premises under this Lease) that affect the Leased Premises and to all renewals, modifications, replacements and extensions of this Lease. This clause shall be self-operative but in any event LESSEE agrees to execute promptly and deliver any estoppel certificate or other assurances that LESSOR may request in furtherance of this provision.

32. **INSURANCE:** LESSEE shall, during the entire term of the Lease keep in full force and effect a policy of public liability insurance with respect to the property and the business operated by LESSEE including Workers Compensation for all employees working on premises. Such coverage shall include a broad form general liability endorsement. The liability insurance shall be in an amount not less than \$1,000,000 dollars per occurrence or such greater amount that LESSOR may reasonably from time to time require and shall name LESSOR and each Mortgagee as additional insured. The liability insurance shall be on a comprehensive form and shall cover all hazards related to any work performed by any such contractor on the premises. The policy shall contain a clause that the LESSEE will not cancel or change the insurance without first giving the LESSOR ten (10) days prior written notice.

LESSEE shall during the term hereof, at its sole expense, provide and keep in force insurance on the building against loss or damage by fire and extended coverage, in an amount equal to one hundred percent (100%) of the full insurable value, which insurance shall be placed with an insurance company or companies reasonable acceptable to LESSOR and licensed to do

business in the state wherein lay the Leased Premises. The term “full insurable value” shall mean actual replacement value of the building (exclusive of costs of excavation, foundations and footing below ground level). The insurance required under this paragraph shall be carried in the name of the LESSOR and LESSEE and shall provide that any proceeds thereunder shall be paid to LESSOR and LESSEE and any applicable mortgage holder, according to their respective interests.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by LESSOR LESSEE to each other and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten (10) days prior notice to the LESSOR and LESSEE. LESSEE may provide for any required insurance as part of a blanket policy of insurance covering one or more other properties leased or owned by LESSEE and LESSOR shall make reasonable adjustments to the insurance requirement hereunder to accommodate such blanket policy and the insurance requirements of the other properties.

33. **NOTICES.** All notices and communications concerning this Lease shall be mailed to the parties at the following addresses:

LESSOR _____

LESSEE Quest Academy
4025 N. Rancho Dr.
Las Vegas, Nevada 89130

34. **SALE BY LESSOR:** In the event of a sale or conveyance by LESSOR (or an assignment of LESSOR’s interest in the Master Lease) of all or part of the Leased Premises, the same shall operate to release LESSOR from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of LESSEE, and in such event LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR in and to this Lease. This Lease shall not be affected by any such sale (or assignment), and LESSEE agrees to attorn to the purchaser or assignee. LESSEE agrees to permit LESSOR, at any time within 60 days prior to the expiration of this Lease, to place upon the Leased Premises any usual or ordinary For Rent or similar sign and to allow prospective lessees, applicants or agents of the LESSOR to enter and examine the Leases Premises during the last 60 days of the term hereof, and to permit LESSOR or LESSOR’s agents, at any time during the term hereof, to conduct prospective purchasers through the Leased Premises during reasonable business hours.

35. **COURT ACTION, ATTORNEY’S FEES AND COSTS.** If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this Lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Premises or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses incurred in prosecuting these suits.

36. **ASSIGNMENT AND SUB-LEASE:** The LESSEE hereby agrees not to assign this Lease voluntarily or involuntarily, nor to sub-lease the Premises or any part of the Leased

Premises, without the written consent of the LESSOR, which consent will not be unreasonably withheld or delays. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.

37. **INTERPRETATION:** Whenever any word is used in this agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.

38. **MODIFICATION:** Any modification or amendment off this agreement shall be in writing and shall be executed by all parties and the Master Landlord.

39. **SEVERABILITY CLAUSE:** If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

40. **LAW TO APPLY:** This Lease shall be construed under and in accordance with the laws of the State of Nevada. Those laws shall govern every aspect of the enforcement of this Lease.

41. **ADDENDUMS:** The following addendums are attached to this Lease and shall be initialed by the parties. (Check all that apply or check none)

() Option to Purchase

() Arbitration Agreement

() Other: _____

(x) None

42. **OTHER PROVISIONS:**

LESSOR represents that that the Premises has the necessary zoning and government Special Use Permits for the operation of a school facility. LESSOR also represents that there is no pending foreclosure action against the Premises and that it has not filed for bankruptcy protection. LESSOR further represents that LESSOR has sole fee simple title to the Premises, and has full authority to perform this Lease and there is no mortgage or other lien encumbering the Premises except as disclosed to LESSEE, and no third party has any right, title or interest adverse to LESSEE's right, title and interest hereunder in or to the Premises;

LESSOR covenants and agrees that Tenant will have the peaceful and quiet possession and enjoyment of the Premises, for the conduct of its business operations during the Lease Term, without hindrance by Landlord or any party whatsoever.

LESSOR acknowledges that LESSEE's use of the Premises is dependent up being able to operate the Premises as a charter school. In the event the Premises cannot be legally used for a charter school or LESSE's charter for operation of a charter school is terminated for any reason, LESSEE shall have the right to terminate this Lease by giving LESSOR written notice of such

election, with such written notice to state the effective date of termination.

All documents such as schedules, exhibits and like documents are incorporated herein and shall initialed by all parties. If LESSEE is a corporation, each person executing this Lease represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation. Those persons further represent that the terms of this Lease are binding upon the corporation.

In Witness Whereof, the undersigned LESSOR and LESSEE execute this Lease to be effective as of the day and date first above written.

LESSEE(s)

QUEST PREPARATORY ACADEMY, a Nevada state sponsored charter school

Signature

LESSOR(s)

THE SCHINNERER FAMILY TRUST

Signature

Signature

MASTER LANDLORD'S CONSENT TO SUBLEASE, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

The undersigned, Master Landlord under the Master Lease, consents to the foregoing Sublease. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Sublease.

Master Landlord certifies that, as of the date of Master Landlord's execution hereof: (a) LESSEE is not in default or breach of any of the provisions of the Master Lease; and (b) Pursuant to the Master Lease, LESSEE has all rights and interests in the Premises necessary to enter into the Sublease and perform its obligations thereunder.

Master Landlord agrees that so long as LESSEE is not in default (beyond any period given LESSEE to cure such default) in the payment of Rent or additional rent, if any, or in the performance of any of the other terms, covenants or conditions of the Lease on LESSEE's part to be performed, LESSEE's possession of the Premises under the Lease and LESSEE's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Master Landlord, and LESSEE's occupancy of the Premises shall not be disturbed by Master Landlord for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

If the Master Lease shall terminate for any reason, the Lease shall become a direct lease with Master Landlord and Master Landlord shall succeed to the interest of the LESSOR under the Lease, Master Landlord shall be bound by all of the terms, conditions and covenants of LESSOR under the Lease for the balance of the Lease Term and any extensions or renewals thereof, and LESSEE shall be bound to Master Landlord under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefore in the Lease, with the same force and effect as if Master Landlord were the LESSOR under the Lease, and LESSEE does hereby attorn to Master Landlord as its LESSOR, said attornment to be automatically effective upon Master Landlord succeeding to the interest of the LESSOR under the Lease without the execution of any further instrument, provided that LESSEE shall be under no obligation to pay Rent or other amounts to Master Landlord until LESSEE receives written notice from Master Landlord that it has succeeded to the interest of the LESSOR under the Lease. The respective rights and obligations of LESSEE and Master Landlord upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Master Landlord's Consent to Sublease, Estoppel and Non-Disturbance Agreement by reference with the same force and effect as if set forth herein.

If Master Landlord succeeds to the interests of LESSOR under the Lease, Master Landlord will not be: (a) liable for any act or omission of any prior lessor (including LESSOR), except to the extent Master Landlord has received notice from LESSEE of such act or omission prior to succeeding to such interest and except to the extent such act or omission continues during the period during which Master Landlord is receiving Rent from LESSEE pursuant hereto; (b) subject to any offsets or defenses which LESSEE might have against any prior lessor (including LESSOR), prior to the date that Lender first takes possession of the premises except to the extent

Master Landlord has received notice from LESSEE of such defense prior to period during which Master Landlord is receiving Rent from LESSEE pursuant hereto; (c) bound by any Rent or additional Rent which LESSEE might have paid for more than the then current installment; or (d) bound by any Lease termination or cancellation or any material amendment or modification of the Lease made without its consent, which shall not be unreasonably withheld; or (e) liable for any security or other deposits which were paid by LESSEE, or any predecessor in interest to LESSEE, to any LESSOR, and which were not received by Master Landlord.

Dated: February ___, 2017.

MASTER LANDLORD

JERI FAWBASH AND BRANDON MYNARICK,
TRUSTEES OF THE MYNARICK NEVADA
TRUST

Signature

Signature

Attachment 5D

Lease Agreement for 4075/4145 N Rancho

AGREEMENT OF LEASE WITH OPTION TO PURCHASE

THIS AGREEMENT OF LEASE WITH OPTION TO PURCHASE (this “**Lease**”) is made as of the ____ day of February, 2017, and effective as of such date by and between **CSDCPC FOUNDERS ACADEMY, LLC**, a Delaware limited liability company (hereinafter referred to as “**Landlord**”), and **QUEST PREPARATORY ACADEMY**, a Nevada state sponsored charter school (hereinafter referred to as “**School**”).

RECITALS:

A. Landlord owns certain improved real property consisting of approximately comprising .6 and .5 acres, situated in the City of Las Vegas, Nevada, and known as 4145 and 4075 Rancho, Las Vegas, NV. 4145 Rancho is improved with a 10,780 sq./ft. building, 4075 is improved with a 9,258 sq./ft. building, as more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon may collectively be referred to as the “**Property**”.

B. School desires to lease the Property from Landlord, and Landlord desires to lease the Property to School, for the rentals and upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the rents herein reserved by Landlord to be paid by School, and the mutual covenants and agreements of the parties herein contained, and for other good and valuable consideration, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. PREMISES.

A. Premises. Subject to the terms and provisions contained in this Lease, Landlord hereby exclusively rents, demises and leases to School and School does hereby take, hire and lease from Landlord for the Lease Term (as hereinafter defined), and at the rentals and other terms, conditions and covenants more fully described below, the Property.

B. Applicable Law. Leasing to School of the Property is subject to all building restriction lines, other restrictions and rights imposed on the Property or held therein by governmental authorities having jurisdiction thereof, and is subject to all applicable governmental laws, codes and regulations.

C. Delivery of Premises. The Property is delivered to as-is where is with no warranties except: (i) if an inspection report obtained by School by May 31, 2017, at its sole cost, describes necessary repairs to the Property, then Landlord shall make such repairs prior to occupancy; and (i) all mechanical equipment shall be in operating condition prior to occupancy of the Property by School.

D. Improvements. The title to all alterations and improvements physically attached to the Property made, furnished or installed at or by the expense of either Landlord or School, other than trade fixtures and other improvements installed by School that can be removed without material damage to the Property shall vest in Landlord upon the installation thereof. Improvements independently made by School (“**School’s Work**”), if any, shall be performed in accordance with plans and specifications prepared on behalf of School and approved by Landlord, by a contractor approved in writing by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. In no event shall any such approval by Landlord constitute any warranty by Landlord to School as to the adequacy of the design, workmanship or quality of any work or materials for School’s intended use or impose any liability upon Landlord in connection with the performance of School’s Work. Notwithstanding the foregoing, improvements to the Property costing less than \$25,000 in the aggregate may be made by School without Landlord’s consent.

2. TERM OF LEASE.

A. Term. This Lease shall commence on July 1, 2017 (the “**Lease Commencement Date**”) and shall conclude on June 30, 2027, unless this Lease earlier terminates or expires by its terms (the “**Initial Term**”). The phrase “**Lease Year**,” as used herein, shall mean each successive period of twelve (12) full consecutive calendar months during the term hereof running from July 1st through June 30th of each year, however the First Lease Year shall commence on the Lease Commencement Date and conclude on June 30, 2018. All rentals and other amounts payable by School under this Lease for the First Lease Year shall be pro-rated and be paid on a per diem basis, and for any period consisting of less than a full Lease Year shall be pro-rated and be paid on a per diem basis. School agrees to vacate the Property at the end of the Lease Term (as hereinafter defined) hereof in the condition required under this Lease.

B. Renewal Term. Provided no Event of Default (as hereinafter defined) or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred and is continuing hereunder, School shall have the option to renew this Lease for three (3) additional five-year periods beyond the Lease Term (each a “**Renewal Term**”) at the same terms as set forth herein. The Initial Term and any applicable Renewal Term shall be referred to herein as the “**Lease Term**”.

C. Marketing.

Prior to the Lease Commencement Date, Landlord shall provide School access to the Property for the purpose of School providing tours to prospective students and families, provided 48 hours advance notice is given to Landlord and that Landlord believes that such tours will not impair the current tenant and that such tours can be conducted in a safe manner.

D. Hold Over.

(1) If School shall, with the knowledge and consent of Landlord, remain in possession of any of the Property after expiration of the Lease Term, and if Landlord accepts Rent (as hereinafter defined) from School for any period after such expiration, then School shall become a

tenant by the month, commencing on the day next following the last day of the Lease Term, such monthly hold-over tenancy to be at the same Base Monthly Rent (as hereinafter defined) that applied during the month immediately preceding such holdover, and upon all other terms hereof, except that during such monthly hold-over tenancy, School shall give to Landlord at least thirty (30) days' prior written notice of any intention to quit the Property, and School shall be entitled to at least thirty (30) days' prior written notice from Landlord demanding School to quit the Property, except in the event of nonpayment of Rent in advance or the breach of any other covenant by School, in which event School shall not be entitled to any notice to quit, the statutory notice (if any) and all other notices to quit being hereby expressly waived by School, to the extent permitted by applicable law.

(2) If School holds over after expiration of the Lease Term without Landlord's written consent, then (i) Landlord, at its option, may forthwith re-enter and recover possession of the Property by any legal process in force, School hereby waiving all notices to quit to the extent such waivers are permitted by applicable law, and School shall be deemed to be in default hereunder, and (ii) School shall pay to Landlord, in advance on the first (1st) day of each calendar month in any such holdover tenancy, monthly use and occupancy payments for the Property in an amount equal to one hundred twenty-five percent (125%) of the Base Monthly Rent applicable during the month immediately preceding such holdover. The aforesaid use and occupancy payments shall not be deemed to preclude Landlord from the recovery of any actual damages that it may suffer by reason of School's wrongful holdover.

E. Termination Confirmation. If this Lease is terminated pursuant to any provision hereof, School agrees to join with Landlord, promptly on Landlord's written request, in executing a memorandum confirming such termination. The provisions contained in this Subsection E together with the obligation of School to pay Landlord any Base Rent or Additional Rent (as hereinafter defined) which has accrued during the Lease Term but remains unpaid at expiration or termination hereof, whether billed or unbilled as of such date, shall expressly survive the expiration or termination of the Lease Term.

3. RENTAL; SECURITY AND RENTAL DEPOSIT.

School hereby covenants and agrees to take and hold the Property, as lessee of Landlord, for the Initial Term and any applicable Renewal Terms, and School covenants and agrees to pay to Landlord rental for the Property as set forth below in this Section 3.

A. Base Rent. During the Lease Term, School covenants and agrees to pay to Landlord base annual rent ("**Base Annual Rent**") in twelve equal monthly installments payable from July through June ("**Base Monthly Rent**"). Base Annual Rent and Base Monthly Rent are sometimes hereinafter referred to as "**Base Rent**".

The Base Annual Rent due for the First Lease Year shall be \$179,350.

It is hereby stipulated between the parties that amount of Base Annual Rent payment required by the School pursuant to this Lease has been 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 from real property tax. In the event that real property taxes are assessed to the Property, School shall be responsible for them as set forth in Section 4.B.1.herein.

B. Annual Increase. Effective on the commencement of each Lease Year after the First Lease Year, the Base Annual Rent shall be increased by the amount of one percent (1.00%) of the adjusted Base Annual Rent for the preceding Lease Year. This annual increase shall continue in full force and effect during any Renewal Term.

C. Payments. On the Lease Commencement Date, School shall pay to Landlord the first installment of Base Monthly Rent in an amount equal to the Base Monthly Rent prorated based on the number of days from the Lease Commencement Date to the end of that month. Thereafter, each installment of Base Monthly Rent, in the applicable amounts as above described, shall be due and payable without deduction, notice, setoff or demand (except as otherwise provided in this Lease) on the first day of each month during the Lease Term. In the event of any partial month during the Lease Term, such monthly installment shall be prorated based upon the number of days within the Lease Term in such month in relationship to the number of days in the particular month. All Base Rent and other sums payable by School under this Lease (“Additional Rent”; Base Rent and Additional Rent being hereinafter collectively referred to as “Rent”, where no distinction is required) shall be paid by School through its company check.

D. Time; Partial Payments. Regarding all rentals and other sums, and all covenants, agreements and obligations, to be paid or performed hereunder by School, time is hereby agreed to be of the essence. No payment by School or receipt or acceptance by Landlord or its agent of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or any letter accompanying any check in payment of Rent be deemed an accord and satisfaction; and instead, Landlord may accept such check or payment without prejudice to Landlord’s rights to recover the balance of such Rent and/or to pursue any other remedies.

E. Security and Rental Deposit. Tenant shall pay a security and rental deposit (“**Deposit**”) to Landlord in the amount equal to Fourteen Thousand Nine Hundred Forty-Six Dollars and No Cents (\$14,946). The Deposit shall be paid upon execution of this Lease. The Deposit will be held by Landlord subject to such conditions and restrictions (if any) required by Nevada law and may be used by Landlord for payment of delinquent Rent or for any other monetary obligations of Tenant to Landlord under the terms of this Lease. The Deposit shall not accrue interest in favor of Tenant.

F. Intentionally Deleted

G. Intentionally Deleted.

H. Intentionally Deleted.

I. Intentionally Deleted.

J. Additional Covenants.

1. School has obtained a charter in the name of School to operate at the Property (the "Charter"). The Charter is valid and in good standing and is a charter terminating on June 30, 2020 and School shall timely make application to the Charter School Authorizing Agency, Nevada State Public Charter School Authority ("Granting Authority"), to renew the Charter prior to its expiration and at the required intervals thereafter in order to keep its Charter valid and remain in good standing with the Granting Authority.

2. School shall covenant and agree not to perform any act or enter into any agreement that shall cause any revocation or adverse modification of its application to be or status as a nonprofit charter school and organization described in Section 501(c)(3) of the Internal Revenue Code, or carry on or permit to be carried on in the Property or permit such facilities to be used in or for any trade or business the conduct of which is not substantially related to the exercise or performance by School of the purposes or functions constituting the basis for its exemption under Section 501(c)(3) of the Internal Revenue Code if such use of such facilities would result in the loss of Borrower's exempt status under Section 501(c)(3) of the Internal Revenue Code.

3. School shall covenant and affirm that: (i) School has been granted "charter school" status under the applicable laws of the State of Nevada and is entitled to operate a charter school at the Property; (ii) School has no reason to believe that School's charter will not be renewed in accordance with and as required by applicable laws of the State of Nevada; (iii) School's charter to operate such charter school is in full force and effect; (iv) School is in compliance with all applicable terms and provisions of its public school charter and all applicable laws and requirements of the State of Nevada and each Granting Authority relating to the ownership and operation of charter schools generally and School's charter school specifically; and (v) each and every other charter of School is in good standing and has not been revoked nor is any revocation or suspension pending or threatened. Landlord acknowledges that the School is currently subject to a receiver appointed by the Nevada State Public Charter School Authority and that no receiver, trustee or other authority appointed by or at the request of the Nevada State Public Charter School Authority shall constitute a breach of the covenant set forth in this section or an event of default under this Lease.

4. School shall not use, occupy, or permit the use or occupancy of the Property by School or any lessee, tenant, licensee, permittee, agent, or any other person in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana (collectively, "Prohibited Activities"). Any lease, license, sublease or other agreement for use, occupancy or possession of the Property (collectively a "lease") with any third person ("lessee") shall expressly prohibit the lessee from engaging or permitting others to engage in any Prohibited Activities. The School

shall upon demand provide Landlord with a written statement setting forth its compliance with this section and stating whether it has actual knowledge that any Prohibited Activities are occurring in or on the Property and that School is not aware of any facts or circumstances that if known by Borrower would require Borrower to take action to investigate whether there is any Prohibited Activity occurring and would put a prudent person on notice that there may be Prohibited Activities occurring on or in the Property. If School becomes aware that there is any Prohibited Activities in or on the Property, School shall, in compliance with applicable law, demand that lessee discontinue such activities, and take all actions permitted by law, up to and including termination of the applicable lease if such activities continue. The School shall keep Landlord fully advised of its actions and plans to comply with this section and to prevent Prohibited Activities.

4. BUILDING MAINTENANCE; OPERATING EXPENSES; REAL ESTATE TAXES AND ASSESSMENTS.

This Lease shall be deemed and construed to be a “net lease”, and School shall pay to Landlord, net, throughout the Lease Term, the Rent, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off whatsoever except as expressly provided hereunder. School shall be responsible for an pay all assessments and charges of the Rancho Alexander Business Park Association (the “Association Costs”), which maintains the common elements of the office park in which the Property is located.

A. Operating Expenses. Landlord shall be responsible for all of the maintenance, repair and replacement, at its expense, of all structural portions of the Building and all other buildings and improvements located within the Property, and other items of a capital expense nature (excepting any glass windows or doors that are a part of the Premises and any improvements done by or on behalf of School) including the roof and floor slabs, brick replacement or repair, and, to the extent they would be considered expenses of a capital nature, all building equipment and systems such as HVAC, electrical and plumbing systems and equipment. Provided that Landlord obtains and assigns the warranties to the extent possible as set forth and in compliance with Subsection 1.C of this Lease for the Property, and except for those items of the common elements maintained by the Rancho Alexander Business Park Association, the School shall be responsible for all of the maintenance, repair and replacement, at its expense, of all non-structural portions of the Building and all other buildings and improvements located within the Property, and all building equipment and systems such as HVAC, electrical and plumbing systems and equipment that would not be considered a capital expense. To the extent that School fails to maintain, repair or replace such portions of the Building improvements and building equipment and systems as required in this Section 4.A., Landlord shall have the right to enter the Property and perform such work after reasonable notice to School and School’s failure to perform such work within a reasonable period following such notice, in which event all of Landlord’s reasonable out of pocket costs associated with such work shall be included as Additional Rent and School will reimburse Landlord within thirty (30) days of written demand, which demand shall include all information necessary to fully explain the expenses paid by Landlord for which reimbursement is sought. To the extent that Landlord fails to maintain, repair or replace such portions of the Building improvements and building

equipment and systems as required in this Section 4.A., School shall have the right to perform such work after reasonable notice to Landlord and Landlord's failure to perform such work within a reasonable period following such notice, in which event all of School's reasonable out of pocket costs associated with such work shall be reimbursed to School within thirty (30) days of written demand, which demand shall include all information necessary to fully explain the expenses paid by School for which reimbursement is sought. To the extent it is commercially feasible, all utilities servicing the Property shall be listed and contracted with the utility provider in School's name and School shall contract directly with vendors of its choice for the services. To the extent it is not commercially feasible for School to contract directly with utility providers and other vendors for such services, School further covenants and agrees to pay to Landlord as Additional Rent during the Lease Term and during any holdover term or Renewal Term, the utility expenses and (if applicable) Real Estate Taxes as defined in Subsection 4.B. below.

B. Real Estate Taxes.

(i) It is the intent of the parties that the Property shall be used for public charter school purposes; that the Property will be exempted from the payment of Real Estate Taxes as may be assessed or levied pursuant to state and/or local law; and that as directed by Nevada law, the Landlord will not be required to pay Real Estate Taxes levied by any local government authority. Landlord shall file an application with the appropriate governmental authority to seek such exemption. In the event such exemption is denied for any reason, School agrees to promptly cooperate with Landlord, in connection with the application and any hearings or other process seeking such exemption. Also in the event that such exemption is denied or the Property is otherwise subject to Real Estate Taxes, School covenants and agrees to pay the Real Estate Taxes levied against the Property in accordance with the terms and provisions set forth below; provided, however, that in the event School does not pay the Real Estate Taxes when due, Landlord or its assignee may pay such Real Estate Taxes and the amount paid shall be included as Additional Rent.

(ii) For purposes of this Lease, "**Real Estate Taxes**" shall mean all taxes, rates and assessments, general and special and including also any increases in tax rate and/or in assessed valuation, which are now or at any time(s) hereafter levied, assessed or imposed with respect to the Property, or measured by the gross rentals payable under this Lease; and including without limitation real estate taxes, all personal property taxes applicable to the Property, and assessments of any and every kind and nature whatsoever, and all unincorporated and other business license and/or franchise taxes, and any levies which may at any time be imposed and/or collected by any governmental, quasi-governmental or corporate entity (but excluding income taxes and other taxes based on the income of Landlord). Real Estate Taxes shall also include all of the costs (including, without limitation, attorneys' fees) incurred by Landlord to sustain an existing exemption or assessment, reduce a proposed increase in assessment or (with the exception of the application referred to in Subsection 4(B)(i), above) in an attempt to obtain an exemption. If the system of real estate taxation shall be altered or varied and any new tax or levy shall be levied or imposed on the Property and/or on any other elements thereof and/or on Landlord, in addition to or in substitution for real estate taxes and/or personal property taxes levied on immovables, including, without limitation, taxes on rents, then in any such event any such new tax or levy shall be included as "Real Estate Taxes" for purposes of this Lease. If Real

Estate Taxes are reduced by, or credited with, any abatement or exemption issued by a taxing authority to help finance or reimburse Landlord for costs incurred and actually paid by Landlord to comply with laws or otherwise, then Real Estate Taxes hereunder shall be computed without regard to such abatement or exemption. School further agrees to pay all taxes imposed during the Lease Term upon or against School, or against School's income or interest in this Lease, or against personal property of any kind owned or leased by School or placed in, upon or about the Property by School, including any penalty and interest assessed thereon in the event of late payment. In the event that the taxing authority includes or calculates, in the over-all taxes to be paid by Landlord, the value of improvements or betterments made or installed by School on the Property, or machinery, equipment, fixtures or other assets of School, then School also shall pay when due all taxes to the extent applicable to such items.

5. USE OF PREMISES.

A. School covenants and agrees to use the Property only (i) for the operation of a public charter school, including grades kindergarten through grade twelve (12), infant through pre-kindergarten childcare, summer school, parent workshops and related administrative uses, and before and after school care (including the use or leasing of residential structures by or to anyone involved in the operation of the public charter school on the Property) and (ii) for educational purposes ancillary or complementary to the operation of the Property as a public charter school (collectively, the "**Permitted Use**"), and for no other purpose whatsoever without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. It is expressly recognized that operation of a school may include sports, dances, concerts, and other special events, or community events or activities, depending on space availability.

B. Throughout the Lease Term, School shall maintain and renew its charters, and, as requested by Landlord from time to time, shall provide Landlord with written evidence, in form and content reasonably satisfactory to Landlord, that School's charters to operate its public charter schools remain in full force and effect and that School continues to be in compliance, in all material respects, with all applicable laws and requirements of each authority relating to the ownership, funding and operation of charter schools generally and School further covenants and agrees that it will perform and comply with, in all material respects, all applicable laws, regulations, terms, conditions and agreements necessary to maintain its Charter School (in accordance with a specific State statute authorizing the granting of charters to schools) status, and its continued eligibility to receive all public funding for which it, as a public charter school in good standing, is entitled. School further covenants and agrees not to perform any act or enter into any agreement that (i) shall cause any revocation or adverse modification of or otherwise jeopardize School's charters to operate public charter schools; (ii) shall adversely affect the funding and operation of School as a public charter school in accordance with all laws, regulations and requirements applicable thereto; (iii) would threaten or not permit School to continue to receive public funding; or (iv) would or could result in the curtailment of or ban on student enrollment and/or participation in School's school programs.

Neither Landlord nor School shall perform any act or enter into any agreement that shall cause the revocation, or any adverse modification of its status, if such status is achieved, as an

organization described in Section 501(c)(3) or (4) of the Internal Revenue Code, or carry on or permit to be carried on any trade or business, the conduct of which is not substantially related to the exercise or performance by Landlord or School, as applicable, of the purposes or functions constituting the basis for its exemption under Section 501(c)(3) or (4) of the Internal Revenue Code if such trade or business would result in the loss of Landlord's or School's exempt status, if such status is achieved, under Section 501(c)(3) or (4) of the Internal Revenue Code.

C. School agrees to comply with the rules and regulations listed under Exhibit B, attached hereto and made a part hereof.

6. UTILITIES AND SERVICES AND ALTERATIONS.

A. Utilities and Services. Landlord and School shall endeavor to have all utilities provided to the Property in School's name (other than water and sewer which are included as part of the Association Costs) and with School responsible for all costs for the utilities. If this is not commercially feasible, Landlord, at School's sole cost and expense, shall furnish water, heat, air conditioning, gas, and electricity required for the use and occupancy of the Property at the actual cost charged by the utility providers. School shall be responsible for the normal and routine maintenance of the Property including janitorial services which shall also be the sole responsibility of School. In the event any governmental entity imposes mandatory or voluntary controls or guidelines on Landlord, the Property or the Building or any part thereof, relating to the use or conservation of energy, water, gas, oil and electricity, or in the event Landlord is required to make alterations to the Property or the Building in order to comply with mandatory or voluntary controls or guidelines, Landlord may, in its sole discretion, comply with such mandatory or voluntary controls or guidelines or make such alterations to the Property or the Building. Such compliance in the making of such alterations shall in no event entitle School to any damages, release School of the obligation to pay the full Rent due hereunder or constitute a constructive or other eviction of School. Notwithstanding anything in this Lease to the contrary, water and sewer charges for the Property shall be included and paid as part of the Association Costs.

B. Maintenance and Security By School. School agrees at all times, at its own expense (except for those items that the Rancho Alexander Business Park Association or Landlord is required to maintain), to maintain the Property in a safe, neat, clean and sanitary condition, and in compliance with all applicable governmental laws, codes, orders, rules, regulations and requirements and all insurance regulations.

7. ALTERATIONS, IMPROVEMENTS AND FIXTURES

A. School shall neither make nor allow any alterations, additions or improvements to the Property or any part thereof, including those that will or may affect the structure, the mechanical, electrical, plumbing or HVAC systems of the Building or any other improvements on the Property, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. All of such alterations, additions or improvements, structural or otherwise, must conform to all requirements of any and all applicable laws, codes and regulations, including any municipal laws or local ordinances. Notwithstanding anything in this Section 7 to the contrary, School may make non-structural alterations the cost of which on a per project basis does not exceed Twenty-Five Thousand Dollars (\$25,000.00) without obtaining Landlord's prior written consent.

B. If Landlord gives consent as specified in Subsection 7(A) above, Landlord may impose, as a condition to such consent, such requirements as Landlord, in its reasonable discretion, may deem necessary or desirable, including without limitation, the right to approve the plans and specifications for any work and the right to impose requirements as to the manner in which or the time or times at which work may be performed. Landlord shall also have the right to approve the contractor or contractors who shall perform any alterations, repairs, additions or improvements in, to or about the Property and to post notices of non-responsibility and similar notices, as appropriate.

C. Except for liens securing the financing of the Property by Landlord (the "Financing"), each party shall keep the Property free from any liens, including, without limitation, those arising out of any work performed on, or materials furnished to, the Property, or arising from any other obligation incurred by the party. In no event shall one party be deemed to be the agent of the other party and no contractor of either party shall by virtue of its contract be entitled to assert any mechanic's lien against the Property. If any mechanic's or materialmen's lien is filed against the Property, for work claimed to have been done for or materials claimed to have been furnished to either party, such lien shall be discharged by the party against whom it was filed within thirty (30) days thereafter, at the party's sole cost and expense, by the payment thereof or by filing any bond or commencing any contest required by law to prevent enforcement of such lien. If the party responsible for such lien shall fail to discharge any such mechanic's or materialman's lien, the party shall automatically be in default and the other party may, at its option, discharge or adjust the next installment of Rent as appropriate; it being expressly covenanted and agreed that such discharge by one party shall not be deemed to waive or release the default of the other party in not discharging the same. To the extent permitted by law, each party shall indemnify and hold harmless the other party and the Property, from all expenses, liens, claims, actions or damages to person or property in connection with any such lien or the performance of such work or the furnishing of such materials. Each party shall be obligated to, and each party reserves the right to, post and maintain on the Property at any time such notices as shall, in the reasonable judgment of the party, be necessary to protect the party against liability for all such liens or actions.

D. Any alterations, additions or improvements of any kind to the Property or any part thereof, including the Building, except School's furniture and trade fixtures, shall at once

become part of the realty and belong to Landlord and shall be surrendered with the Property, as a part thereof, at the end of the Lease Term; provided, however, that Landlord may, by written notice to School prior to issuance of Landlord's original consent to any alteration, addition, fixture or other improvement, require School to remove any alterations, additions, fixtures or other improvements made by School, and to repair any damage to the Property caused by such removal, all at School's sole expense.

E. Any article of personal property, including business and trade fixtures, which were installed by School at its sole expense, shall be and remain the property of School and may be removed by School at any time during the Lease Term provided that School repairs any damage to the Property caused by such removal.

8. INSURANCE AND INDEMNITY.

A. No Liability. Landlord shall not be liable to School, its students, employees, agents, contractors, business invitees, licensees, customers, clients, family members or guests, and School, on its own behalf and on behalf of the classes of people identified in this sentence, hereby waives all claims against Landlord for any entry into the Property, or for any damage, compensation or claim to or by any person or property in or about the Property or the approaches, entrances, streets, sidewalks or corridors thereto, by or from any cause whatsoever, including without limitation, damage caused by any defect in the Building, or by water leakage of any character from the roof, walls, basement or other portion of the Building, or caused by gas, fire, oil, electricity or any cause whatsoever in, on, or about the Property or any part thereof, unless any of the foregoing is caused by the negligence or willful misconduct of Landlord, its agents, employees, contractors or representatives, or is covered by any guarantee or warranty from any contractor of Landlord. School shall immediately notify Landlord of any defective condition material in nature in or about the Property that requires immediate attention. Landlord shall not be liable, and School hereby waives all claims, for damages that may be caused by Landlord in reentering and taking possession of the Property as herein provided, unless such damages are caused by Landlord's negligence or willful misconduct.

B. School's Indemnity. To the extent permitted by law, School agrees, except to the extent of any injury or damage resulting from the negligence or intentional acts of Landlord, its agents, employees, contractors or representatives, to indemnify, defend with counsel acceptable to Landlord, and hold Landlord and its agents harmless from and against any and all cost, damage, claim, liability or expense (including reasonable attorney's fees) incurred by or claimed against Landlord, for any injury or damage to any person or property whatsoever, occurring in, on or about the Property or any part thereof, or occurring in, on or about the Building or any facilities thereof (including, without limitation, lobbies, elevators, stairways, passageways or hallways), to the extent such injury or damage shall be caused by the neglect, fault, act or omission of any duty with respect to the same by School, its students, employees, agents, contractors, business invitees, licensees, customers, clients, family members and guests. Any cost, damage, claim, liability or expense incurred by Landlord for which School is obligated to reimburse Landlord hereunder shall be deemed Additional Rent.

C. School Insurance. School shall maintain in effect at all times during the Lease Term, the following insurance coverage:

(i) Liability Insurance. Commercial general liability insurance insuring School against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Property. Such insurance shall name Landlord, and Landlord's lender(s) as additional insured. The initial amount of such insurance shall be \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. The liability insurance obtained by School under this Subsection 8.C. shall be primary. The amount and coverage of such insurance shall not limit School's liability nor relieve School of any other obligation under this Lease. School shall take all necessary actions to bind all activities on the Property to the insurance coverage.

(ii) Workers' Compensation Insurance. Workers' Compensation Insurance (including Employers' Liability Insurance) in the statutory amount covering all employees of School employed or providing services at the Property, providing such benefits as are required by the State of Nevada.

(iii) Automobile Liability Insurance. Liability insurance, including but not limited to passenger liability on all owned, and hired vehicles used in connection with the Property, with a combined single limit per occurrence of not less than \$1,000,000 per vehicle for injuries or death of one or more persons or loss or damage to property.

(iv) Personal Property Insurance. Personal Property Insurance covering School's personal property and trade fixtures from time to time in, on, or at the Property.

D. General Insurance Provisions.

(i) Any insurance that School shall be required to maintain under this Lease, shall include a provision which requires the insurance carrier to give notice to all certificate holders (which shall include Landlord and Senior Lender) in accordance with policy provisions prior to any cancellation or material modification of such coverage. If any insurance company refuses to provide the required notice, School or its insurance broker shall notify Landlord of any cancellation or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

(ii) Prior to the earlier of School's entry into the Property or the Lease Commencement Date, School shall deliver to Landlord an insurance company certificate that School has obtained the insurance coverages required herein and, throughout the Lease Term, not less than thirty (30) days prior to the expiration or termination of any insurance, School shall deliver to Landlord renewal certificates therefor. If School shall fail to deliver any certificates or renewal certificates to Landlord or if any such policy shall be canceled or modified in a manner that does not meet the requirements hereunder without Landlord's written consent, Landlord may, after ten (10) days written notice to School and School's failure to cure the same, obtain such insurance, in which case School shall reimburse Landlord, as Additional Rent, for the cost of procuring such insurance within ten (10) days after receipt of a statement of the cost of such insurance.

(iii) School shall maintain all insurance required under this Lease with a company or companies having a General Policy Rating of A-VI or better, set forth in the most current issue of the Best Key Rating Guide. Landlord and School, on behalf of themselves and their insurers, each hereby waive any and all rights of recovery against the other, or against the members, officers, partners, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage shall be covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. All property insurance carried by either party shall contain a waiver of subrogation against the other party to the extent such right shall have been waived by the insured prior to the occurrence of loss or injury. School may provide for any required insurance as part of a blanket policy of insurance covering one or more other properties leased or owned by School and Landlord shall make reasonable adjustments to the insurance requirement hereunder to accommodate such blanket policy and the insurance requirements of the other properties.

E. Landlord Insurance. During the Lease Term, Landlord shall (i) insure the Building (excluding, however, any property that School is obligated to insure under Section 8(C)(iv) above) against damage with All-Risk insurance Commercial General Liability insurance, in an amount not less than 100% of the full replacement cost, without deduction for depreciation, or as required by any mortgagee of Landlord; and (ii) carry rent loss insurance. Landlord may, but shall not be obligated to, obtain and carry any other form or forms of insurance as it or Landlord's mortgagees may reasonably determine advisable including, without limitation, insurance against hazardous materials. All premiums for the insurance policies provided in this Section 8 shall be paid by School to the extent such insurance costs relate to the Property leased hereunder by School. Notwithstanding any contribution by School to the cost of insurance premiums, as provided herein, School acknowledges that it has no right to receive any proceeds from any insurance policies carried by Landlord.

9. ASSIGNMENT AND SUBLETTING.

A. Except as provided herein, School shall not sublease, assign, mortgage, pledge, hypothecate or otherwise encumber this Lease or its leasehold interest in the Property in whole or in part, nor sublet the Property in whole or in part, without Landlord's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed. No consent of Landlord to any assignment, subletting or mortgaging by School shall waive the necessity for Landlord's prior written consent to any further assignment or subletting; and the terms and conditions of any consents thereto (if given) by Landlord shall bind School, its mortgagees, assignees and sub-lessees.

B. No assignment or subletting, nor any consent thereto by Landlord, shall (i) result in a change in the use of the Property from the Permitted Use specified in Section 5 without the consent of Landlord, which consent may not be unreasonably withheld, conditioned or delayed, (ii) terminate or reduce any liability of School under this Lease unless consented to by Landlord in writing, nor (iii) be deemed to waive the necessity of obtaining Landlord's prior written consent to any further assignment or subletting.

C. Any assignment or subletting shall be made subject to all terms and provisions of this Lease, and shall not extinguish or reduce any of Landlord's or School's obligations under this Lease, including without limitation the obligation of Landlord to provide to any permitted assignee or sublessee the services of Landlord required hereunder.

D. School shall pledge and collaterally assign to Landlord, rents or other payments received from any sublessee up to the amount of Rent due Landlord under this Lease. School shall also collaterally assign to Landlord any such sublease to permit Landlord to collect rent under such sublease upon the occurrence of an Event of Default hereunder.

10. SUBORDINATION.

Subject to the provisions of this Section, this Lease and all rights of School hereunder shall be subject and subordinate to the mortgages securing the Financing, and to any and all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding the foregoing, School's obligation to subordinate its interest in the Property to the mortgages securing the Financing is expressly conditioned upon such holder's execution of a mutually acceptable subordination, non-disturbance and attornment agreement ("SNDA") pursuant to which such holder agrees not to disturb, impair or extinguish School's possession or School's Purchase Option upon such holder's acquiring title to the Property so long as School is not then in default under this Lease beyond all applicable cure periods, and agrees to attorn to such holder following such acquisition of title. Landlord shall deliver to School mutually acceptable SNDAs for the deeds of trust securing the Financing before the Lease Commencement Date.

Notwithstanding the subordination of this Lease as aforesaid, any future mortgagee under any mortgage replacing (but not increasing) the Financing may, by giving School written notice thereof, require that School enter into a new SNDA for the benefit of such new lender, the terms of which shall be substantially similar to the SNDA entered into with the existing Financing lender. Subject to the terms of the SNDA, School covenants and agrees, in the event of foreclosure of any such mortgage or deed of trust, to attorn to the purchaser upon such foreclosure sale and to recognize such purchaser as the landlord under this Lease. School agrees to execute in recordable form and deliver, at any time and from time to time, within twenty (20) days after request of Landlord or the holder of the Financing or any replacements thereof, any instrument which, in the reasonable judgment of Landlord, or the Financing lenders or any replacement lenders under the Financing, may be necessary or appropriate in any such foreclosure proceedings or otherwise to evidence such attornment. School further waives the provisions of any statute or rule of law, now or hereafter in force, which may give or purport to give School any right or election to terminate or otherwise adversely affect this Lease, and the obligations of School hereunder, as a result of any such foreclosure. Any mortgagee or purchaser at foreclosure, who requests such attornment shall not (a) be bound by any prepayment of Base Rent for more than thirty (30) days in advance of the due date of such Base Rent or which School might have paid for more than the current month to any prior lessor (including Landlord), so that Base Rent shall be payable after such deed of trust or mortgage foreclosure or termination of the ground or underlying lease, as the case may be, in case of a requested attornment as aforesaid, in accordance with the terms of this Lease as if such prepayment of Base Rent for more than one month in advance had not been made; (b) be bound by any amendment or modification to this Lease or by any waiver or forbearance on the part of any prior lessor

(including Landlord) made or given without the written consent of Landlord's mortgagees; (c) be liable for any act or omission of any prior lessor (including Landlord); nor (d) be subject to any offsets or defenses which School might have against any prior lessor (including Landlord); and furthermore, Landlord's mortgagees shall be discharged of any responsibility hereunder to School which may have arisen (by reason of the mortgagee becoming a mortgagee in possession, a lessor or otherwise) after such mortgagee disposed of its interest in the Property. School hereby agrees not to look to Landlord's mortgagees, as mortgagees, mortgagees in possession, or successors in title to the Property or to any leasehold interest in the Property for accountability for any security deposit required or held by Landlord hereunder, unless and to the extent that such sums have actually been received by said mortgagees as security for School's performance of or under this Lease.

11. EMINENT DOMAIN.

School agrees that if the Property, or any part thereof, shall be taken, condemned or acquired for public or quasi-public use or purpose by any competent public or quasi-public authority (the "**Taking Authority**"), whether by condemnation proceedings, lease or purchase (collectively and individually a "taking"), then Landlord and School shall share the value of any recovery according to the value of their respective property interests as such interests existed on the date of the taking. If all or a substantial part of the Property be so taken or acquired, the term of this Lease shall, at Landlord's or School's option, cease and terminate from the date on which title to the Property vests in the Taking Authority. If this Lease is terminated under this Section 11, then all Rent and other sums payable by School hereunder shall be adjusted and paid by School to Landlord at the later to occur of (a) the date School vacates the Property in compliance with this Lease, or (b) the date on which title to the Property vests in the Taking Authority. For purposes hereof, a substantial part of the Property shall be deemed to have been taken if, in Landlord's and School's reasonable judgment, the remainder of the Property not so taken is not reasonably usable or is not reasonably and economically reparable. If less than a substantial part of the Property is taken (a "**partial taking**"), then this Lease shall remain in force as regards the portion of the Property not so taken. In the event of such partial taking, Base Rent shall abate if, and so long as School is unable to use and occupy the Property during the course of repairs thereof, such abatement to be in proportion to the rentable area of the Property rendered unusable by School for the purposes herein permitted until Landlord has substantially completed the restoration work. In such event, Landlord shall, at its own expense (provided that this Lease has not been terminated hereunder and that Landlord receives sufficient funds from the Taking Authority to pay therefor), restore the remaining portion of the Property (excluding School's fixtures, furnishings, equipment, and alterations, collectively herein called "**School's Restoration Work**," all of which School's Restoration Work shall be repaired and restored by School at its own expense in conformity with the applicable terms of this Lease) to the extent reasonably feasible to render such remainder reasonably suitable for the purposes for which they are leased hereunder; and Landlord shall make such repairs (if any) to the remainder of the Property as may be reasonably necessary to enable School to operate the Property for the Permitted Use and to resume occupancy. School shall fully cooperate with Landlord in all such efforts, and School will not commence or perform School's Restoration Work until Landlord has completed its work (unless otherwise permitted by Landlord). However, School may at its option and discretion terminate this Lease, with Rent adjusted to the date of termination, if any

partial taking involving at least thirty-five percent (35%) of the Property occurs or if the partial taking involves a lesser amount of the Property and School can no longer conduct business operations at the Property in a manner similar to that conducted by School prior to any such partial taking. Nothing herein contained shall preclude School (provided it is not in default under this Lease nor subject to any Events of Bankruptcy (as hereinafter defined)) from prosecuting, at its own expense claims directly against the Taking Authority for loss of business, damage to, cost of removal of, or for the value of, trade fixtures, furniture, equipment and other personal property belonging to School. If this Lease is terminated pursuant to this Section 11, then School agrees to vacate the Property in accordance with this Lease within seven (7) days after such termination is effective.

12. WAIVER OF CLAIMS AND SUBROGATION.

Anything herein contained to the contrary notwithstanding, Landlord and School do each hereby release the other from any and all claims of liability for any loss or damage to their respective properties caused by fire or any of the other casualties covered by the risks included in extended coverage insurance to the extent of insurance proceeds received. This limited mutual release is given notwithstanding that such fire or other casualty shall have resulted from the act, omission or negligence of Landlord or School or their respective agents, employees, licensees or contractors. Landlord and School agree to cause their respective insurance policies covering the Building and/or the Property and contents thereof to contain an appropriate endorsement whereby the insurer agrees that the insurance policy and coverage will not be invalidated by reason of the foregoing waiver of the right of recovery against Landlord or School, respectively, for loss occurring to the properties covered by such policies, and whereby such insurers also waive any right of subrogation against Landlord and School (as the case may be). Each party will, upon request, deliver to the other a certificate evidencing such waiver of subrogation by the insurer. However, the provisions of this Section 12 shall not be operative during any period of time when such "waiver of subrogation" feature is not available from insurance companies licensed to do business in the State of Nevada at nominal cost or no cost.

13. DAMAGE BY FIRE OR CASUALTY.

If the Property shall at any time during the Lease Term be partially damaged by fire or other casualty, Landlord shall (except as otherwise herein provided) promptly repair and restore the portions of the Property damaged by such casualty (the "**Landlord Repairs**"), but excluding any School's Restoration Work, to substantially the condition thereof that existed immediately prior to the occurrence of such damage (subject to delays reasonably necessitated by time needed to adjust, settle and compromise insurance claims and to obtain governmental licenses and permits for such work, and subject to the other conditions contained in this paragraph). However, if the Landlord Repairs are so extensive that the costs of repair exceed the insurance proceeds available to Landlord to pay for the restoration and repairs inclusive of any deductible, Landlord, at its option and exclusive discretion, shall have the right to terminate this Lease by giving School written notice to that effect within forty-five (45) days following such casualty, unless School either elects to purchase the Property pursuant to the Purchase Option or to make the needed repairs at its expense. In addition, in the event Landlord does not notify School in writing within such forty-five (45) day period that the Landlord Repairs will be completed within

one hundred eighty (180) days following such casualty, School at its option and exclusive discretion, may terminate this Lease by giving Landlord written notice of such termination. In the event of any such partial damage or total destruction of the Building, the Base Rent and all Additional Rent shall be abated from the date of the damage until the date Landlord substantially completes the Landlord Repairs (excluding any School's Restoration Work, the same to be repaired by and solely at the expense of School upon Landlord's notification to School that the Landlord Repairs have been substantially completed); such Base Rent and Additional Rent abatement to be in proportion to the area of the Property rendered unusable by School for the purposes herein permitted during the period of such usability. However, if the Building is partially damaged by fire or other casualty to such extent that School is unable to conduct the Permitted Use therein, then during the course and until substantial completion of the Landlord Repairs, all Base Rent and Additional Rent payable hereunder shall abate on a pro rata basis for the portion of the Building that School is unable to use. In no event shall Landlord be obligated to perform or pay for or provide any repairs or replacements of School's trade fixtures or equipment or any other School's Restoration Work; it being agreed that School, at its own expense, shall perform all such repairs and replacements, whether necessitated by casualty damage or otherwise. Further, in no event shall Landlord be obligated to expend any sums in excess of the insurance proceeds (inclusive of any deductible) made available to Landlord on account of the fire or casualty for the purpose of such restoration. School and School Parties (as defined in Section 27(A) below) will not interfere with, delay or alter any Landlord Repairs; it being agreed that there shall be no Base Rent or Additional Rent abatement during any period while any violation of this provision delays Landlord Repairs. If this Lease is terminated by Landlord pursuant to this Section 13, and provided that School does not elect to exercise its Purchase Option or to make the necessary improvements itself, then School agrees to vacate the Property in accordance with this Lease within seven (7) days after the date such termination is effective. In the event that School either elects to exercise its Purchase Option or to make the necessary repairs, then, to the extent permitted to do so under the Financing documents, Landlord shall assign to School all insurance proceeds that may cover the losses resulting from the casualty.

14. LOSSES OR DAMAGE TO PROPERTY.

All personal property and other equipment and items of any kind belonging to School or School Parties located in or about the Property, shall be there at the sole risk of School, and in no event shall Landlord have any liability for any loss, damage or theft thereof from any cause whatsoever (School hereby indemnifying Landlord against any and all suits, actions and claims in regard thereto to the extent permitted by law) unless the same is occasioned by the gross negligence or intentional act of Landlord, its agents, employees, contractors or representatives.

15. COMPLIANCE WITH GOVERNMENTAL ORDERS.

School shall, at its own expense, at all times during the term of this Lease and any Renewal Terms or holdover terms or while School is occupying all or any part of the Property, fully, properly and promptly cause its use of the Property to comply with and abide by all laws, orders, ordinances, rules, regulations and requirements, as the same now exist or as the same may hereafter be enacted, amended or promulgated, of any Federal, State of Nevada, or City of

Las Vegas authority, and/or any department or agency thereof, and of the Board of Fire Underwriters, or any similar organization having jurisdiction thereof, and all insurance regulations, relating to the Property and/or School's specific use and occupancy of the Property or to the operation of the public charter school at the Property (collectively herein referred to as "**Laws**"). Subsequent to the completion of the Landlord Work, at all times while this Lease is in force, School, at its own expense, will obtain and keep in force and display on the Property all certificates of use and occupancy, and other governmental permits, licenses and authorizations required for the Property and School's business, use and occupancy thereof and thereat, and School will provide Landlord copies of said certificates, licenses and permits within ten (10) days after Landlord's written request. Following completion of the Landlord Work, School, at its own expense, agrees to promptly comply with all federal, state, county and municipal laws now or hereafter in force involving handicapped persons and means of access for such persons and facilities for their use that involve their use of the Property or affect the use or occupancy of or the conduct of business in or at the Property. Landlord shall, at its own expense, ensure that the entire Property as of the date School first occupies any or all of the Property, fully, properly and promptly complies with and abides by all Laws of any Federal, State, or City of Las Vegas authority and/or any department or agency thereof, including but not limited to any Laws pertaining to Hazardous Materials, environmental concerns, or disability access.

16. **BANKRUPTCY.**

A. Events of Bankruptcy. For purposes of this Lease, the following shall be deemed "**Events of Bankruptcy**" of School: (i) if School becomes "insolvent", as defined in Title 11 of the United States Code, entitled "Bankruptcy", 11 U.S.C. Section 101 et. seq., as amended from time to time (the "**Bankruptcy Code**"), or under the insolvency laws of the State of Nevada ("**Insolvency Laws**"); (ii) if a receiver or custodian is appointed for any or all of School's property or assets (other a receive appointed by or at the request of the Nevada State Public Charter School Authority) ; (iii) if School files a voluntary petition under the Bankruptcy Code or Insolvency Laws; (iv) if there is filed an involuntary petition against School as the subject debtor under the Bankruptcy Code or Insolvency Laws that is not dismissed within sixty (60) days of filing, or results in issuance of an order for relief against the debtor; or (v) if School makes or consents to an assignment of its assets, in whole or in part, for the benefit of creditors, or a common law composition of creditors. Notwithstanding anything in this Section 16 to the contrary, the terms and provisions of this Section 16 shall be subject to the provisions of the Bankruptcy Code as then in force.

B. Landlord's Option to Terminate Lease. Upon the occurrence of an Event of Bankruptcy, or if School takes advantage of any Insolvency Laws, Landlord, at its option and sole discretion, may terminate this Lease by written notice to School (subject, however, to applicable provisions of the Bankruptcy Code or Insolvency Laws during the pendency of any action thereunder involving School as the subject debtor). If this Lease is terminated under this Subsection, School shall immediately surrender and vacate the Property, waives all statutory and other notice to quit, and agrees that Landlord's obligations under this Lease shall cease from such termination date, and Landlord may recover possession by process of law or in any other lawful manner. Furthermore, if this Lease is terminated under this Subsection, Landlord shall

have all rights and remedies against School provided in case of the default of School in payment of Rent (subject, however, to applicable provisions of the Bankruptcy Code or Insolvency Laws).

C. Assumption of Lease. If School becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease under this Section 16 shall be subject to the applicable rights (if any) of the trustee in bankruptcy or debtor to assume or reject this Lease as then provided for in the Bankruptcy Code. However, the trustee in bankruptcy must give to Landlord and Landlord must receive proper written notice of the trustee's assumption or rejection of this Lease within sixty (60) days after the date of the later of trustee's appointment or Event of Bankruptcy or such longer period if any provided by applicable law (the "**Assumption or Rejection Period**"); it being agreed that the failure to give notice of such assumption hereof within the Assumption or Rejection Period shall conclusively and irrevocably constitute rejection of this Lease and waiver of any rights of the trustee to assume or assign this Lease.

D. Damages. It is further stipulated and agreed that, in the event of the termination of this Lease by the happening of any such event described in this Section 16, Landlord shall forthwith, upon such termination, and any other provisions of this Lease to the contrary notwithstanding, become entitled to recover as and for damages caused by such termination of this Lease all amounts permitted by applicable law.

E. Consent to Lift Stay. In the event that this Lease is terminated by notice and School shall thereafter seek protection under the Bankruptcy Code or any equivalent state Insolvency Laws or regulations, School (if a debtor-in-possession) agrees to consent to any application by Landlord to terminate the automatic stay provisions of the Bankruptcy Code or any Insolvency Laws on the grounds that there is no equity in the Lease as a result of the pre-petition termination notice.

17. DEFAULTS AND REMEDIES.

A. The following occurrences shall be deemed an "Event of Default" hereunder: if (i) School shall fail to pay the Rent or Deposit, or any installments thereof as aforesaid, at the time the same shall become due and payable although no demand shall have been made for the same or any other sums payable under this Lease when and as due as herein provided, and if such monetary default is not cured by School within seven (7) days after written notice thereof is sent by Landlord to School ; (ii) School violates or fails or neglects to keep and perform any of the other covenants, conditions and agreements herein contained on the part of School to be kept and performed, and if such non-monetary default (other than failure to maintain insurance required of School hereunder) is not cured by School within thirty (30) days after written notice thereof is sent by Landlord to School, as extended for such additional period (not to exceed an additional ninety (90) days) reasonably necessary to cure such default if School acts diligently to do so and holds Landlord harmless from all liability, loss, costs, damage and expense arising from such default and provided such default does not materially jeopardize the value, safety or structural integrity of the Building nor subject Landlord or its agents to any liability or expense; (iii) School fails to keep in force any insurance required of it under this Lease and if such failure is not cured by School within seven (7) days after written notice thereof is sent by Landlord to

School; (iv) the Property shall become abandoned, vacant or deserted; (v) School fails to remain a public Charter School in good standing under the laws of the State of Nevada or under any other applicable regulation pertaining to School, or if School fails to qualify or remain eligible for public funding provided such change in eligibility or good standing is not due to a change in Nevada law or regulation, and further provided that the same is not cured within thirty (30) days of Landlord's written demand; or (vi) the Lease is terminated by School prior to the expiration of the Term of this Lease and such termination is not permitted under this Lease. In connection with all of the foregoing events, provided School has not duly exercised its Purchase Option prior to Landlord taking possession of the Property, at the sole option and discretion of Landlord (and in addition to and not in limitation of Landlord's right to distrain for rent, and other remedies), this Lease and School's right of possession shall, in accordance with the law, thereupon cease and terminate, and Landlord shall be entitled to the possession of the Property and to re-enter the same and remove all persons and property therefrom, without additional demand of Rent or demand of possession of the Property, and may forthwith proceed to recover possession of the Property by process of law. In the event of such re-entry by process of law, School nevertheless agrees to remain answerable for any and all damage, deficiency or loss of Rent that Landlord may sustain by such re-entry, including reasonable attorney's fees and court costs; and in such case, Landlord reserves the full power, which is hereby acceded to by School, to relet the Property at the risk and expense of School. However, Landlord's rights and School's obligations under this Lease shall not be affected or reduced by Landlord's inability to relet the Property. In no event shall Landlord be required to accept any prospective lessee submitted by School. Any such reletting shall be only to such party or parties as Landlord may approve in its reasonable discretion. Any such reletting may be of all or any part of the Property, and may be for a term or terms less than or greater than the then remaining portion of the term of this Lease, all at Landlord's exclusive discretion. Such relettings shall be on such terms, rental and conditions as Landlord may reasonably determine, and in no event will School have any right to any excess of such net rents collected from re-lettings over the sums payable by School hereunder. Whether or not Landlord elects to terminate this Lease under this Section 16, School shall remain liable for all damages, deficiencies, loss, costs and expenses Landlord may sustain, including without limitation deficiency in rent, reasonable attorneys' fees, court costs, brokerage commissions, and all reasonable expenses incurred in preparing the Property for re-letting (including any necessary alterations, none of which shall be deemed to release School from liability hereunder). In no event shall Landlord be liable for its inability to re-let or to collect rentals under re-lettings, nor shall School be released from liability (nor shall School's obligations and liability under this Lease be reduced in whole or part) by reason thereof. Any damage or loss of Rent sustained by Landlord may be recovered from School, at Landlord's option, at time of re-letting, or in separate actions as said damages become determinable from re-lettings, or in a single action deferred until expiration of the Lease Term (in which case the cause of action shall not accrue until the expiration of the Lease Term), or in a single action prior to the re-letting or termination or expiration hereof. Nothing herein contained shall prevent Landlord from proving in full damages for Rent accrued prior to the termination hereof and not paid, and from proving under any applicable laws any amounts allowed thereby, and recovering such sums. It is further agreed that if, under the provisions hereof, applicable summary process shall be served, and a compromise or settlement thereof shall be made, such compromise or settlement shall not constitute a waiver of any subsequent breach of any covenant, condition or agreement herein contained, and that no waiver by Landlord of any breach of any covenant,

condition or agreement herein contained shall be deemed to occur unless and only to the extent that such waiver is in writing signed by Landlord, and no such waiver shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

B. In addition to and not in limitation of the other remedies in this Lease provided, in the Event of Default, Landlord shall be entitled to the restraint by injunction of any violation or attempted or threatened violation of any of the terms, covenants, conditions, provisions or agreements of this Lease.

C. The remedies of Landlord and School provided for in this Lease are cumulative and are not intended to be exclusive of any other remedies to which Landlord or School may be lawfully entitled. The exercise by Landlord or School of any remedy to which it is entitled shall not preclude or hinder the exercise of any other such remedy, nor constitute an election of remedies.

D. A defaulting party agrees to promptly on demand reimburse the other party for any expenses, including but not limited to court costs and reasonable attorneys' fees which the non-defaulting party may incur in enforcing its rights under this Lease, including, but not limited to, the collection of Rent, the securing of possession of the Property and the enforcement of the Purchase Option. In addition, if either party shall incur any charge or expense on behalf of the other party under the terms of this Lease because of such other party's failure to cure any Event of Default or other breach, then such charge or expense shall be repaid within fifteen (15) days after demand therefore.

E. If either party fails to fully, timely and properly pay and perform any covenants, duties, agreements, obligations or requirements that are payable by, imposed upon or otherwise required under any provision of this Lease, then the other party may, after giving at least ten (10) days' prior written notice (except that no notice shall be required in emergencies), make the payment or perform such matters, in which event the responsible party agrees to promptly reimburse the other party upon request all such payments and other costs and expenses incurred, together with interest on such amounts at the current Prime Rate (defined below) plus three percent (3%) per annum from the date the aforesaid expenses are advanced or incurred until repaid in full by the responsible party. No such sums advanced or work or other actions done or taken by a party shall relieve the other party, to any extent, from its covenants, duties, liabilities or obligations under this Lease, nor be deemed to be a waiver or acquiescence. The "**Prime Rate**" shall mean the "base rate" of interest per annum from time to time published by *The Wall Street Journal*, New York, New York, presently designated as the "Prime Rate" under the category of "Money Rates," as the same may fluctuate from time to time. In the event that the "Prime Rate" ceases to be published in *The Wall Street Journal*, then the Prime Rate hereunder shall thereafter be the prime rate publicly announced from time to time by CitiBank N.A. or its successor.

F. If Landlord shall fail to timely receive any installment or installments of Rent or any other amounts due and payable under this Lease, and if such failure is not corrected within seven (7) days after written notice thereof from Landlord, then School shall pay to Landlord, in addition to the rental or other sums so in default, a "late charge" in an amount equal to five cents

(\$0.05) for each one dollar (\$1.00) so in default. Notwithstanding the foregoing, Landlord shall not be required to provide more than two such notices in any twelve month period, and any successive failure of Landlord to timely receive payment in such twelve month period after the second such notice shall entitle Landlord to the aforesaid late charge without the necessity of further notice to School.

G. In the event that Landlord shall default in the performance of any covenant, condition or provision of this Lease, and such default remains uncured beyond any applicable cure period expressly provided herein or thirty (30) days, whichever is longer, from and after the date Landlord receives notice of such default from School (or such longer period (not to exceed an additional ninety (90) days) as may be reasonably required to cure such default with the exercise of due diligence and best efforts so long as Landlord promptly commences and diligently pursues such cure without interruption) (except in the case of emergency, in which case School shall have the immediate right to cure following notice to Landlord), School may, at its option, without waiving any claim for breach of Landlord's obligations, cure such default for Landlord at Landlord's expense, and Landlord shall reimburse School upon School's demand all reasonable costs and expenses incurred by School in curing Landlord's default. All such sums not reimbursed to School on demand shall accrue interest at the Prime Rate plus three percent (3%), and may be offset by School against Rent and other payments due under this Lease, if not paid within thirty (30) days. School shall have no right to terminate this Lease, however, unless Landlord violates School's quiet enjoyment of the Property; however in addition to the above, School may pursue any other legal remedy allowed at law or in equity, including injunctive relief and specific performance.

18. RIGHTS RESERVED BY LANDLORD.

Landlord reserves the right to itself, its agents, contractors and designees, to enter the Property at all reasonable times during normal business hours and at such other times as Landlord deems necessary and at any time in case of emergencies as follows: (i) for the making of inspections or repairs, as Landlord (without being obligated to perform) may deem necessary or desirable or for any other purposes involving the safety, protection or preservation of the Property or the Building; (ii) during the last six (6) months of the term hereof, to exhibit the Property to prospective tenants; and (iii) at all times during normal business hours, to exhibit the Property to existing lenders or to prospective mortgagees and purchasers. Landlord shall provide School at least two (2) business days' prior written notice of its desire for such access (except that no notice will be required in circumstances believed by Landlord to constitute an emergency). Landlord shall be accompanied by a School representative, to the extent School is able or desires to provide a representative, at all times during any visit to the Property during normal business hours. Landlord, upon ten (10) business days' prior written notice to School, may install and exhibit in or on the exterior of the Building or the Property "For Rent" signs and "Building For Sale" signs during the last six (6) months of the Lease Term, and School will not obstruct or interfere with such signs.

19. SURRENDER CONDITION.

By no later than the expiration or any termination of this Lease (unless and to the extent

the Purchase Option has been exercised by School), School will surrender to Landlord possession of the Property, with all personal property and trade fixtures owned by School removed from the Property, and with the Property in good condition, appearance and repair, reasonable wear and tear excepted, broom clean, and free of occupants.

20. NOTICES.

All notices required under this Lease shall be given in writing and shall be deemed to be properly served by School if sent by first class certified or registered United States Mail, return receipt requested, postage prepaid, or by national overnight courier service, with delivery charges prepaid, addressed to Landlord at the address where Rent is then payable hereunder, with a copy to Macdonald + Macdonald PC, 10045 Red Run Boulevard, Suite 350, Owings Mills, MD 21117, Attention: Alan S. Macdonald, Esq. or to such other party and address as Landlord may from time to time designate in writing. Such notices shall be deemed to be properly served by Landlord if sent by first class certified or registered United States Mail, return receipt requested, postage prepaid, or by national overnight courier service, with delivery charges prepaid, addressed to School at the Property or to such other party and address as School may from time to time designate in writing.

21. NON-WAIVER.

The failure of either party to insist, in any one or more instances, upon a strict performance by the other party of any of the covenants of this Lease, or to exercise any option herein contained, or to serve any notice, or to institute any action or summary proceedings, or otherwise to act as though this Lease had expired pursuant to any of the provisions of this Lease, shall not be construed as a waiver or relinquishment by such party for the present or future of such covenant or option, or right thereafter to serve notice and to have this Lease expire under any provision of this Lease, but such covenant or option shall continue and remain in full force and effect. The receipt by Landlord of Rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof or breach thereof by School shall be deemed to have been made unless expressed in writing and signed by Landlord. The rights and remedies herein created are cumulative, and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

22. ENTIRE AGREEMENT.

This instrument contains all the agreements made between the parties hereto, and is a complete integration of all of such parties' agreements and the parties shall not be bound by any oral or written agreements or correspondence not herein contained. This Lease may not be modified orally or in any other manner than by agreement in writing, signed by all the parties hereto or their respective successors in interest.

23. BINDING EFFECT OF AGREEMENT; SCHOOL'S RIGHT TO ACQUIRE PROPERTY.

A. Benefit of Successors. Except as otherwise expressly provided herein, the terms, covenants, conditions, obligations and agreements herein contained shall be binding upon Landlord and School and inure to the benefit of Landlord, School, and each of their respective heirs, executors, administrators, personal representatives, successors and assigns (subject however, to the restrictions upon School contained in Sections 9, 16 and 23(B) hereof).

B. Rights of School to Acquire Property.

(i) Option To Purchase Property. School will have the right at any time during the Lease Term to purchase Landlord's interest in the Property (the "**Purchase Option**") pursuant to the terms listed herein.

(a) Exercise of Property Purchase Option. School may exercise the Purchase Option by notifying Landlord in writing of its intention to exercise the Purchase Option ("**Purchase Option Notice**"). Closing of the purchase of the Property under the Purchase Option ("**Purchase Option Closing**") must take place within one hundred twenty (120) days of the date that the Purchase Option Notice is received by Landlord and prior to the end of the Lease Term.

(b) Purchase Option Price. The purchase option price for the Property under the Purchase Option (the "**Purchase Option Price**") shall be One Million Five Hundred Thousand Dollars and no Cents (\$1,500,000).

(ii) Assignment. The Purchase Option cannot be assigned by School to an entity that is not affiliated with School and, therefore, any assignment to a non-affiliated entity will not inure to the benefit of any such successor or assign of School, except with the written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Notwithstanding the above, School may assign such rights to an affiliated entity.

C. Purchase Option Closing. The Purchase Option Closing ("Closing") shall occur at the offices of the title company/escrow agent in the jurisdiction to be designated by School. The parties shall execute escrow instructions and such other documentation as shall be necessary to permit the close of escrow as contemplated herein. Within fifteen (15) days following the delivery of the Purchase Option Notice to Landlord pursuant to Subsection B(i) or B(ii), the parties shall execute a Purchase Agreement. Within thirty (30) days following the execution of the Purchase Agreement, School, at School's sole cost and expense, will obtain a current title commitment for an owner's title policy showing the status of title of the Property, as applicable, and all exceptions, including easements, restrictions, right-of-way, covenants, reservations and other conditions affecting the Property, committing the title company to issue its extended owner's title policy to School in the full amount of the purchase price for the Property at the close of escrow. School agrees to accept title to the Property subject only to the exceptions and notations found on the title commitment that do not materially and adversely affect the value and use of the Property (All mortgages or deeds of trust or other monetary liens referred to in the title commitment not caused by School, shall be released by Landlord at closing) (collectively, the "**Permitted Exceptions**"). At the Purchase Option Closing, Landlord shall execute a grant

bargain sale deed conveying title to the Property to School, subject only to the Permitted Exceptions. All closing costs and expenses associated with the purchase, including transfer taxes, shall be shared equally by the parties.

D. Future Mortgages, Deeds of Trust and Liens. During the Lease Term, Landlord may permit new mortgages, deeds of trust or liens to be recorded against the Property; including (i) refinance the Financing (ii) finance improvements to the Property that may be requested by School in writing, with the understanding that Landlord shall have no obligation to agree to such financing, or other improvements to the Property deemed necessary by Landlord.

24. NO PERSONAL LIABILITY.

If Landlord shall sell, convey or otherwise transfer the Property or its interest therein, as permitted herein, and provided that at the time of such transfer Landlord is not in breach of any obligation imposed herein, and further provided that the new owner assumes all obligations of Landlord imposed herein, then Landlord shall be deemed released of all obligations accruing hereunder from and after the date of such transfer and the transferee shall be deemed the landlord hereunder. In all events, and at all times, Landlord's liability under this Lease shall be limited to its interest in the Property. Neither Landlord nor its agents shall have any personal liability in the event of any claim against Landlord arising out of or in connection with this Lease, the relationship of Landlord and School or School's use of the Property, except for acts of intentional and willful misconduct. In no event shall any officer, director, member, contractor or employee of Landlord or School, respectively, have any personal liability for any obligation, duty or covenant of Landlord or School, as applicable, under this Lease, the parties expressly recognizing that any such individuals are acting in a representative capacity only hereunder. Notwithstanding anything contained in this Lease to the contrary, School confirms that the covenants of Landlord are made and intended, not as personal covenants of the individual executing this Lease on behalf of Landlord, but solely in the exercise of the representative powers conferred upon the officer by Landlord. Neither School nor School's agents shall have any personal liability in the event of any claim against School arising out of or in connection with this Lease, the relationship of Landlord and School or School's use of the Property, except for acts of intentional and willful misconduct. Notwithstanding anything contained in this Lease to the contrary, School confirms that the covenants of School are made and intended, not as personal covenants of the individual executing this Lease on behalf of School, but solely in the exercise of the representative powers conferred upon the officer by School.

25. BROKERAGE.

School and Landlord warrant that no real estate broker has been involved in this transaction, nor shall any be entitled to a commission upon execution of this Lease. To the extent permitted by law, each party to this Lease shall indemnify, defend and hold harmless the other party from and against any and all claims, actions or demands asserted against such other party by any real estate broker, finder or intermediary relating to any act of the indemnifying party in connection with this Lease. No brokerage commission shall be due to any real estate broker in the event School elects to exercise its Purchase Option.

26. SIGNS, EXTERIOR; NUISANCE.

School may install, subject to the conditions herein contained, exterior signage (the “**Permitted Signs**”) in compliance with all applicable laws. All such Permitted Signs must be of a size, color and design which are compatible with the appearance, color and design of the Building. All Permitted Signs shall comply with all applicable laws, codes and regulations, and insurance requirements. All costs of installing, maintaining, repairing and removing the Permitted Signs shall be paid by School. School shall keep all Permitted Signs in good condition, appearance and repair at all times, and will remove all such signs and repair all damage to the Building caused thereby prior to expiration or termination of this Lease. School will not paint, cut, disfigure or otherwise alter the brickwork, facades or other exterior portions of the Building, nor the roof, windows, doors or other elements of the Building, nor install any awnings or marquees, without Landlord’s prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned in each instance. School will not cause or permit any smoke, grease, oil, odors, vapors, or other substances, music, sounds, bright or flashing or blinking lights, vibrations or other activities or substances to emanate outside of the Premises, which do or might injure or disturb others or property of others, or which constitute a nuisance to others; and to the extent not expressly prohibited or restricted by law, School hereby holds Landlord harmless from any such activities and any suits, causes of action, claims, fines and prosecutions resulting therefrom.

27. HAZARDOUS MATERIALS.

A. School or any subtenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge, spill or leak any “Hazardous Material” (as defined below), or permit any agent, employee, student, invitee or any other person or entity on the Property with the consent of School (“**School Parties**”) to engage in such activities on or about the Property. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within, the Property of substances customarily and lawfully used in the business that School is permitted to conduct in the Property under this Lease (i.e., normal office use and school supplies typically used in the ordinary operation of a school in compliance with applicable Laws and insurance requirements and ordinary school science classes), but only as an incidental and minor part of such business, and provided: (i) such substances shall be properly and safely labeled, contained, used and stored only in small quantities reasonably necessary for such permitted use of the Property and the ordinary course of School’s business therein, strictly in accordance with applicable Laws, insurance requirements, and the manufacturers’ instructions therefor; (ii) such substances shall not be disposed of, released, discharged or permitted to spill or leak in or about the Property (and under no circumstances shall any Hazardous Material be disposed of within the drains or plumbing facilities in or serving the Property or in any other public or private drain or sewer, regardless of quantity or concentration); (iii) if any applicable Law, insurance requirements, or Landlord’s trash removal contractor requires that any such substances be disposed of separately from ordinary trash, School shall make arrangements at School’s expense for such disposal in approved containers directly with a qualified and licensed disposal company at a lawful disposal site; (iv) any remaining such substances shall be completely, properly and lawfully removed

from the Lease Premises upon expiration or earlier termination of this Lease; and (v) School shall comply with all Laws in connection with the removal and disposal of any such substances.

B. School shall immediately notify Landlord of (i) any inspection, enforcement, cleanup or other regulatory action taken or threatened by any regulatory authority with respect to any Hazardous Material on or from the Property or the migration thereof from or to other property; (ii) any demands or claims made or threatened by any party relating to any loss or injury claimed to have resulted from any Hazardous Material on or from the Property; (iii) any release, discharge, spill, leak, disposal or transportation of any Hazardous Material on or from the Property in violation of this Section, and any damage, loss or injury to persons, property or business resulting or claimed to have resulted therefrom; and (iv) any matters where School is required by Law to give a notice to any regulatory authority respecting any Hazardous Materials on or from the Property. Landlord shall have the right (but not the obligation) to notify regulatory authorities concerning actual and claimed violations of this Section. School shall immediately upon written request from time to time provide Landlord with copies of all Material Safety Data Sheets, permits, approvals, memos, reports, correspondence, complaints, demands, claims, subpoenas, requests, remediation and cleanup plans, and all papers of any kind filed with or by any regulatory authority and any other books, records or items pertaining to Hazardous Materials that are subject to the provisions of this Section.

C. If, during the Term of this Lease, any Hazardous Material is released, discharged or disposed of, or permitted to spill or leak by School or School Parties in violation of the foregoing provisions, School shall immediately and properly clean up and remove the Hazardous Materials from the Property and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord) in compliance with applicable Laws and then prevailing industry practices and standards, at School's expense (without limiting Landlord's other remedies therefor). Such clean up and removal work ("**School Remedial Work**") shall be subject to the provisions of Section 6(C) of this Lease, including Landlord's prior written approval (except in emergencies), and any testing, investigation, feasibility and impact studies, and the preparation and implementation of any remedial action plan required by any court or regulatory authority having jurisdiction or reasonably required by Landlord. In connection therewith, School shall provide documentation evidencing that all School Remedial Work or other action required hereunder has been properly and lawfully completed (including a certificate addressed to Landlord from an environmental consultant reasonably acceptable to Landlord, in such detail and form as Landlord may reasonably require).

D. The term "Hazardous Materials" for purposes hereof shall include, but not be limited to: (i) any flammable, explosive, toxic, radioactive, biological, corrosive or otherwise hazardous chemical, substance, liquid, gas, device, form of energy, material or waste or component thereof; (ii) petroleum-based products, diesel fuel, paints, solvents, lead, radioactive materials, cyanide, biohazards, infectious or medical waste and "sharps", printing inks, acids, DDT, pesticides, ammonia compounds, and any other items which now or subsequently are found to have an adverse effect on the environment or the health and safety of persons or animals the release of which is regulated by Law, or the presence of which require investigation or remediation under any Law or governmental policy; and (iii) any item defined as a "hazardous substance", "hazardous material", "hazardous waste", "regulated substance" or "toxic substance"

under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., Clean Water Act, 33 U.S.C. §1251, et seq., Safe Drinking Water Act, 14 U.S.C. §300f, et seq., Toxic Substances Control Act, 15 U.S.C. §2601, et seq., Atomic Energy Act of 1954, 42 U.S.C. §2014 et seq., and any similar federal, State of Nevada or local Laws, and all regulations, guidelines, directives and other requirements thereunder, all as may be amended or supplemented from time to time. Hazardous Materials shall also expressly include asbestos containing materials.

E. School shall pay, prior to delinquency, any and all fees, taxes (including excise taxes), penalties and fines arising from or based on School's or any School Parties' activities involving Hazardous Materials on or about the Property, and shall not allow such obligations to become a lien or charge against the Property or Landlord. If School or any School Parties violates any provision of this Section with respect to any Hazardous Materials, Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable Law.

F. Landlord represents to School that, as of the date of this Lease, Landlord has not received any written notice of, and does not otherwise have actual knowledge of any Hazardous Materials at the Property in violation of any applicable Law. Landlord further represents and warrants, to Landlord's actual knowledge, that no leak, spill, discharge, emission or disposal of Hazardous Materials in violation of applicable Law has occurred at, on or under the Property. Landlord agrees to indemnify, defend and hold School harmless from any claims by reason of (i) the breach by Landlord of its representations in this Section (F), unless such breach is caused by School or any School Parties or (ii) any spill, leak or discharge of Hazardous Materials by Landlord or any of its employees, agents and contractors in, on or under the Building or (iii) any spill, leak, airborne, or discharge of Hazardous Materials deemed by a qualified third party to have resulted from a condition existing prior to School's first occupancy of the Property. Landlord shall not use Hazardous Materials in or about the Building except in the ordinary course of business of owning, managing, repairing and maintaining the Building as a school building and uses accessory thereto. Landlord further agrees that any such use of Hazardous Materials by Landlord in connection therewith shall be in compliance with all Laws. In the event (i) Hazardous Materials are discovered at the Property, (ii) the presence of such Hazardous Materials is found to be in violation of Laws, and (iii) neither the presence of such Hazardous Materials nor any contamination caused by such Hazardous Materials is caused by School or any School Parties, then Landlord, at Landlord's sole expense, shall promptly commence to cure (or cause a cure to be made thereof) the violation of Law caused by the Hazardous Materials, and Landlord shall thereafter pursue such cure with reasonable diligence.

28. MISCELLANEOUS.

A. Severability. If any term or provision hereof, or any portion thereof, or the application thereof to any person(s) or circumstances shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is so judicially held to be invalid or unenforceable, shall not be affected thereby, and each term

and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

B. Estoppels. Landlord and School agree, within ten (10) days after each request from the other party, to execute, acknowledge and deliver a statement in writing as reasonably requested and furnished by the other party certifying (if such in fact then is the case) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the date to which the Rent and other charges, if any, have been paid in advance, and the amount of any security deposit held by Landlord, and whether or not there is any existing default hereunder by Landlord or School known to School or Landlord, or notice of default served by Landlord or School (including the details of such defaults as known to School or Landlord), and any other matters the requesting party reasonably may specify; it being intended that any such statement delivered pursuant to this paragraph may be relied upon by the requesting party and by any prospective purchaser, mortgagee or assignee of any mortgage or holder of other interests in the Property.

C. Plural and Singular Context. Wherever required in the context, the singular number shall include the plural number, the plural number shall include the singular number, and the use of any gender shall be deemed to include all genders, as appropriate.

D. Governing Law. This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Nevada. School and Landlord consent to be sued in an appropriate court in the State of Nevada, Count of Clark, and consent to exclusive jurisdiction in such courts and waive any claim of forum non conveniens or transfer of any action to any other court. The parties agree that the State of Nevada has a substantial relationship to the parties and to the underlying transaction.

E. Mediation. The parties agree to submit any dispute regarding this Lease to a third party mediator in the Las Vegas metropolitan area prior to commencing any legal action to enforce the provisions of this Lease. The mediator shall be a person selected by the parties, or if the parties cannot agree, then the mediator shall be selected in accordance with the rules of the American Arbitration Association. The mediation shall occur within sixty (60) days of either party's written request. Both parties agree to use all reasonable efforts to complete such mediation in a timely manner; provided, however if notwithstanding the reasonable efforts of both parties to coordinate such mediation within such period of time, the mediation cannot be timely completed then the parties shall no longer be subject to the requirement to mediate. The costs associated with such mediation shall be shared equally by the parties. No decision or action by the mediator shall be binding on the parties.

F. No Joint Venture. Any intention to create a joint venture or partnership relation between the parties is hereby expressly disclaimed, it being agreed that their only relationship is that of lessor and lessee.

G. Jury Trial Waiver. Landlord and School each hereby waive all rights to trial by jury in any proceedings instituted by either party against the other concerning this Lease and/or the Property.

H. Recitals. The parties hereby incorporate into this Lease the recitals contained in the preamble.

I. Time. As used herein, the word “day” shall mean a calendar day, unless otherwise specified. “Business Day” shall mean a day which is not a Saturday, Sunday or legal holiday in the State of Nevada and any time period which expires on a day which is not a Business Day shall be deemed to be postponed until the next Business Day.

J. Captions. The captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope of this Lease or any term hereof.

K. Marketing. Upon the execution of this Agreement, Landlord shall not market the Property for lease or sale except and unless School is in default hereunder or School does not exercise its Option to Purchase.

29. QUIET POSSESSION.

Landlord covenants that if and so long as there shall have occurred no Event of Default nor any Events of Bankruptcy affecting School, School shall hold, occupy and enjoy the Property during the term of this Lease, without hindrance or molestation by Landlord, but subject to all of the terms, conditions and provisions hereof. If Landlord’s ownership of the Property terminates as a result of foreclosure of any deed of trust or mortgage on its interest therein, or sale of the Property by Landlord, School’s possession of the Property under this Lease shall not be disturbed by such foreclosure or sale provided there is no Event of Default under this Lease and provided further that School shall not be subject to any Events of Bankruptcy.

30. DRAFT NOT BINDING.

Submission of this Lease in any number of drafts unexecuted by Landlord and School shall not constitute, nor shall any negotiations between Landlord and School constitute, a legally binding obligation of Landlord of any kind; it being agreed that this Lease shall only be binding upon Landlord when fully executed by Landlord and School with a counterpart fully executed original received by Landlord.

31. AUTHORITY.

A. School represents and warrants that School, acting by its undersigned duly authorized officers, has the lawful right to execute, deliver and perform its obligations under this Lease, and this Lease represents the lawful obligation of School, and is binding upon and enforceable against School in accordance with the terms hereof. School further warrants that School is in good standing under the laws of the State of Nevada. The representations and warranties made by School in this Lease are material inducements to Landlord's execution of this Lease; and any material inaccuracy therein shall be deemed a default of School under this Lease. School represents and warrants that it has the lawful right to execute, deliver and perform its obligations under this Lease, and that its officers executing this Lease are duly authorized to do so and this Lease constitutes the lawful obligation of and is legally binding on School.

B. Landlord represents and warrants that Landlord, acting by its undersigned duly authorized officers, has the lawful right to execute, deliver and perform its obligations under this Lease, and this Lease represents the lawful obligation of Landlord, and is binding upon and enforceable against Landlord in accordance with the terms hereof. Landlord further warrants that it is in good standing under the laws of the District of Columbia. The representations and warranties made by Landlord in this Lease are material inducements to School's execution of this Lease; and any material inaccuracy therein shall be deemed a default of Landlord under this Lease. Landlord represents and warrants that it has the lawful right to execute, deliver and perform its obligations under this Lease, and that its officers executing this Lease are duly authorized to do so and this Lease constitutes the lawful obligation of and is legally binding on Landlord.

32. COUNTERPARTS.

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

22. CONTINGENCY.

School's obligations hereunder are contingent upon School obtaining to its reasonable satisfaction prior to the commencement date hereof: (a) all government permits and authorizations to operate a charter school at the Premises, including the approval by the Nevada State Public Charter School Authority of a charter amendment permitting School to relocate to the Property and enter into the Lease; (b) Founders Academy vacating the Property; (c) a leasehold title policy for the Property subject only to the Permitted Exceptions and the Financing; (d) an SNDA from the lender of the Financing in form and substance reasonably acceptable to School; and (e) lease agreements for the properties at 4035, 4025, and 4055 N. Rancho Drive. In addition, School may terminate this Lease at any time prior to March 15, 2017 in the event School is not satisfied with its due diligence review of the Property.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, Landlord and School have caused this Lease to be executed by their duly authorized officers; all done as of the date first hereinbefore written.

ATTEST:

LANDLORD:

CSDCPC FOUNDERS ACADEMY, LLC

By: _____
Name: Laura Fiemann
Title: Senior Vice President

ATTEST:

QUEST PREPARATORY ACADEMY

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY DESCRIPTION

**TRACTS 12 AND 16 AS SHOWN ON RECORD OF SURVEY RECORDED IN FILE 157,
PAGE 46 OF SURVEYS, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA**

EXHIBIT B

RULES & REGULATIONS

1. School shall not construct, maintain, use or operate within the Property or elsewhere in the Building or on the outside of the Building, any equipment or machinery which produces music, sound or noise which is unreasonably loud and audible beyond the Property.

2. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, or rags shall be thrown therein.

3. No cooking, except for cooking by School and its subleases, employees or agents for functions related to normal school functions shall be done or permitted by any tenant on the Property. No tenant shall cause or permit any unusual or objectionable odors to permeate from the Property.

4. Plumbing fixtures and appliances shall be used only for the purpose for which constructed, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. The cost of repairing any stoppage or damage resulting to any such fixtures or appliances from misuse on the part of a tenant or such tenant's officers, agents, servants, and employees shall be paid by such tenant.

5. School shall not do anything, or permit anything to be done, in or about the Property, or bring or keep anything therein, that will in any way unreasonably increase the risk of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid, pertinent laws, rules, or regulations of any governmental authority.

6. School shall not place a load upon any floor of the Building which exceeds the floor load allowed by applicable building code. Landlord may reasonably prescribe the weight and position of all safes and heavy installations which School desires to place in the Building so as properly to distribute the weight thereof. Landlord shall have the authority to reasonably prescribe the weight and position of safes or other heavy equipment which may overstress any portion of the floor. All damage done to the Building by the improper placing of heavy items which overstress the floor will be repaired at the sole expense of School. Landlord reserves the right to have Landlord's structural engineer review School's floor loads on the Building.

7. School shall not use or keep on the Property any flammable or explosive, fluid or substance, or any illuminating material in violation of applicable law.

8. If any governmental license or permit shall be required for the proper and lawful conduct of School's business, School, before occupying the Property, shall procure and maintain such license or permit and submit it for Landlord's inspection. School shall at all times comply with the terms of any such license or permit.

9. School covenants and agrees that its use of the Property shall not cause a discharge of more than the design flow gallonage per day of sanitary (non-industrial) sewage allowed under the sewage discharge permit(s) for the Property. Discharges in excess of that amount, and any discharge of industrial sewage, shall only be permitted if School, at its sole expense, shall have obtained all necessary permits and licenses therefor, including without limitation permits from state and local authorities having jurisdiction thereof.

10. School shall not use or operate any electric or electrical devices or other devices that would unreasonably interfere with the operation of any device or equipment or radio or television broadcasting or reception outside of the Property.

11. School assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Property and Building closed and secured.

Violation of these rules may be considered a default of School's lease after Landlord has provided School with written notice thereof and an opportunity to cure such violation. Landlord reserves the right to rescind any of these Rules and Regulations and make such other and further rules and regulations not inconsistent with the express terms of the Lease as in the reasonable judgment of Landlord shall from time to time be needed for the safety, protection, and care of the Property, which Rules and Regulations when made and written notice thereof given to School shall be binding upon it in like manner as if originally herein prescribed. In the event of any conflict, inconsistency, or other difference between the terms and provisions of these Rules and Regulations, as now or hereafter in effect, and the terms and provisions of the Lease to which these Rules and Regulations are attached, the terms of the Lease shall control.

Attachment 6

Facility Floor Plans and Square Footage

FOR LEASE

Charter School Buildings

4025, 4035, 4075, 4145 N. Rancho Dr |

Las Vegas, NV 89130



THE PARK:

The Founders Academy Charter School has established in the Rancho Alexander Business Park. The available buildings total 47,568 SF of useable space. Three of the four buildings are built out into class room settings and accommodate grades K-12. Portions of the buildings are used for Elementary, Middle School and High School kids. The opportunity to move into a turn-key set up is ideal for any Charter School starting out in Las Vegas. This is a sub-lease of the existing facilities with a anticipated occupancy for the 2017/18 school year. This is a unique opportunity to get in and start to establish a new school and or for an existing facility to expand.

FEATURES:

- For Lease: (4) buildings totaling 47,568 SF
- Lease Rates Per Building Differ as each has different ownership groups
- Building Info:
 - 4025 N. Rancho Dr: 13,765 SF at \$1.40/SF Plus CAM
 - 4035/4039 N. Rancho Dr : 13,765 SF at \$1.60/SF CAM
 - 4075 N. Rancho Dr: 9,258 SF at \$1.10/SF Plus CAM
 - 4145 N. Rancho Dr: 10,780 SF at \$.94/SF Plus CAM
- Buildings accommodate K-12 grades
- Incubator for a successful Charter School
- Great location for permanent or incubator Charter School
- Currently 4145 Rancho is being used as a Gymnasium



ALBRIGHT & ASSOCIATES, LLC
Commercial Real Estate Services

3658 N Rancho Dr # 101
Las Vegas, NV 89130
www.albrightcallister.com

The information above has been obtained from sources we deem reliable and is submitted subject to errors, omission and changes. While we do not doubt its accuracy, we have not verified it and make no guarantee warranty or representation about it. The recipient prior to lease, purchase, exchange or execution of legal documents should verify all information.

Douglas Albright
Broker
douglasalbright@gmail.com

Bryan Houser
Senior Associate
bhouser@ac-ny.com

Office: 702-732-1000

Fax: 702-395-9462

FOR LEASE

Charter School Buildings

4025, 4035, 4075, 4145 N. Rancho Dr | Las Vegas, NV 89130

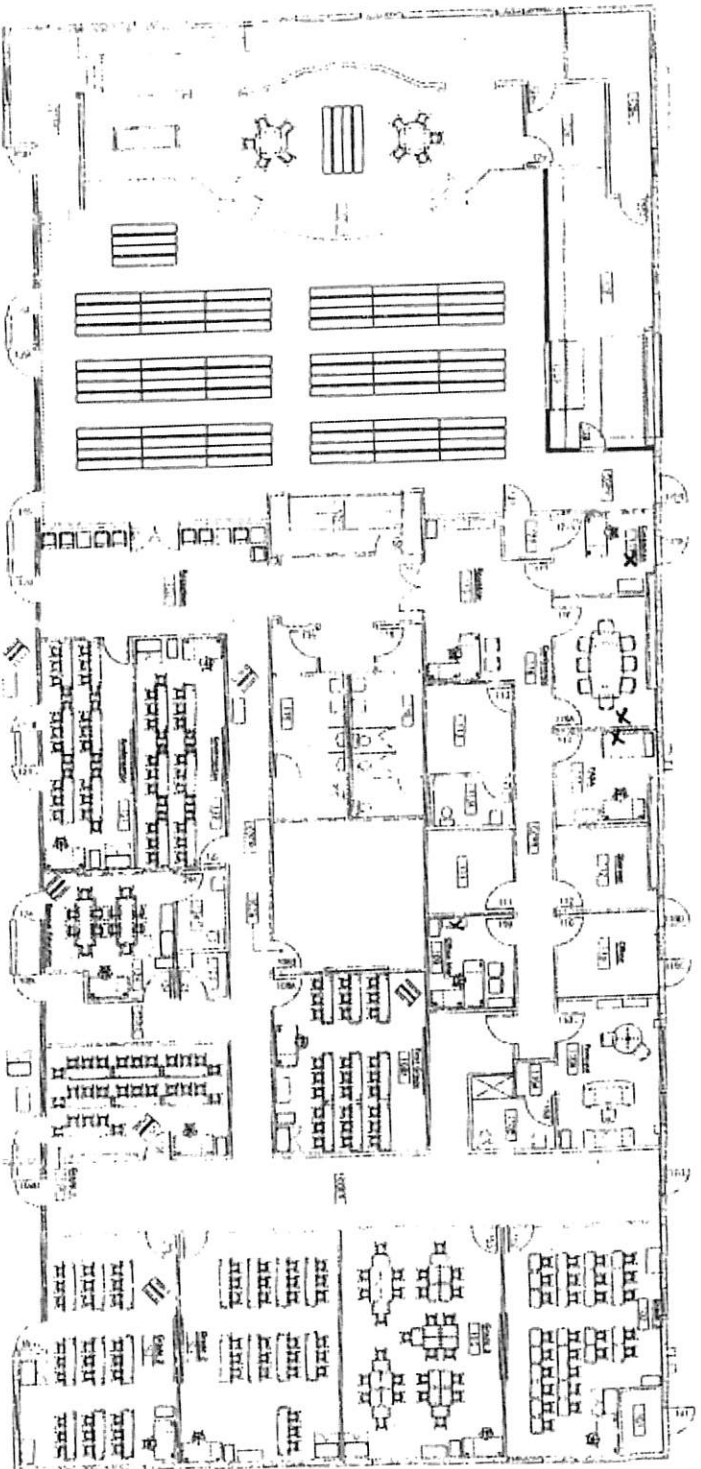


Reflective Build Out:

4025 Rancho:

Floor Plan

13,765 SF



ALBRIGHT & ASSOCIATES, LLC
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Douglas Albright
Broker
douglasalbright@gmail.com

Office: 702-732-1000

Bryan Houser
Senior Associate
bhouser@aac-nv.com

Fax: 702-395-9462

FOR LEASE

Charter School Buildings

4025, 4035, 4075, 4145 N. Rancho Dr

Las Vegas, NV 89130

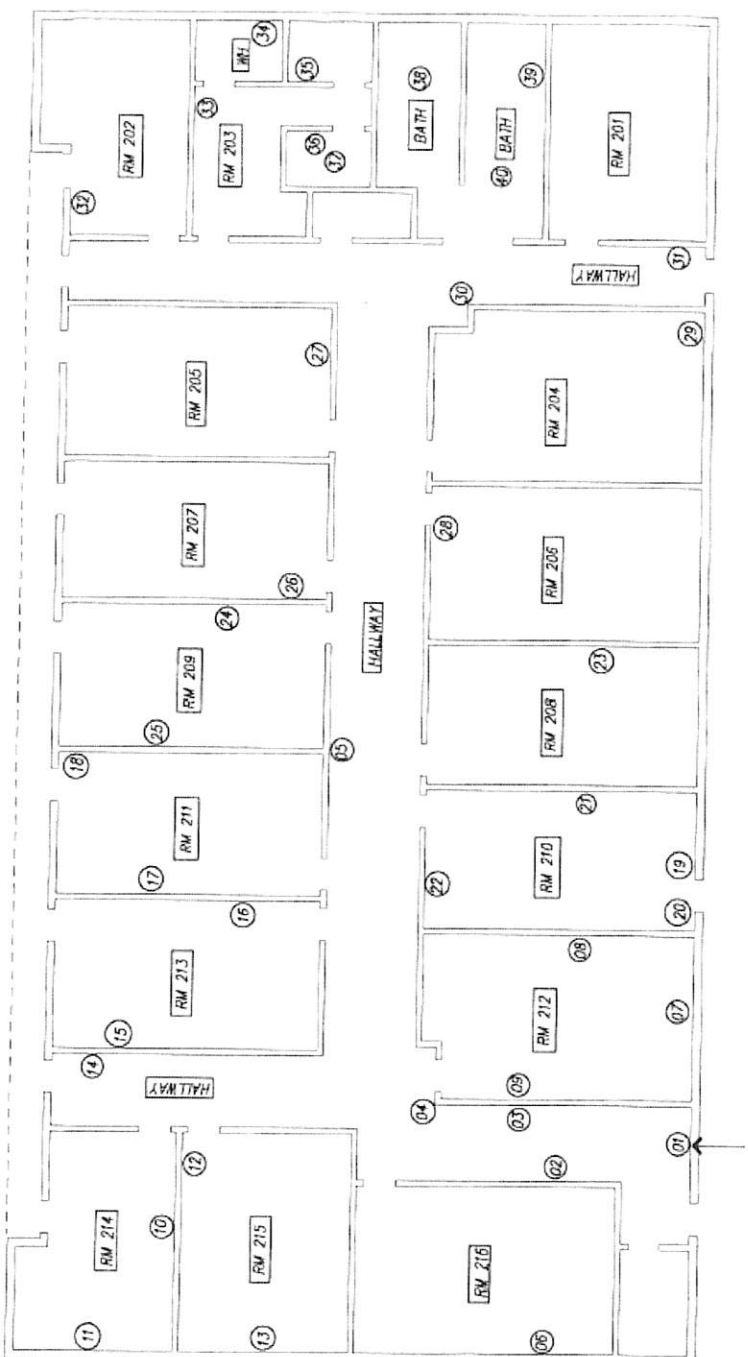
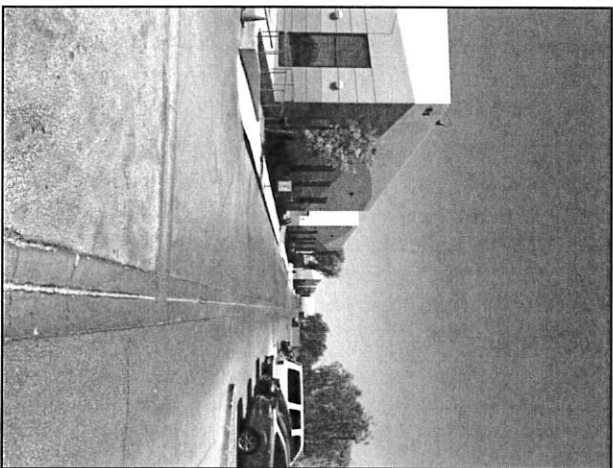


Reflective Build Out:

4035 Rancho:

Floor Plan

13,765 SF



ALBRIGHT & ASSOCIATES, LLC
COMMERCIAL REAL ESTATE SERVICES

3658 N Rancho Dr # 101
Las Vegas, NV 89130
www.albrightallister.com

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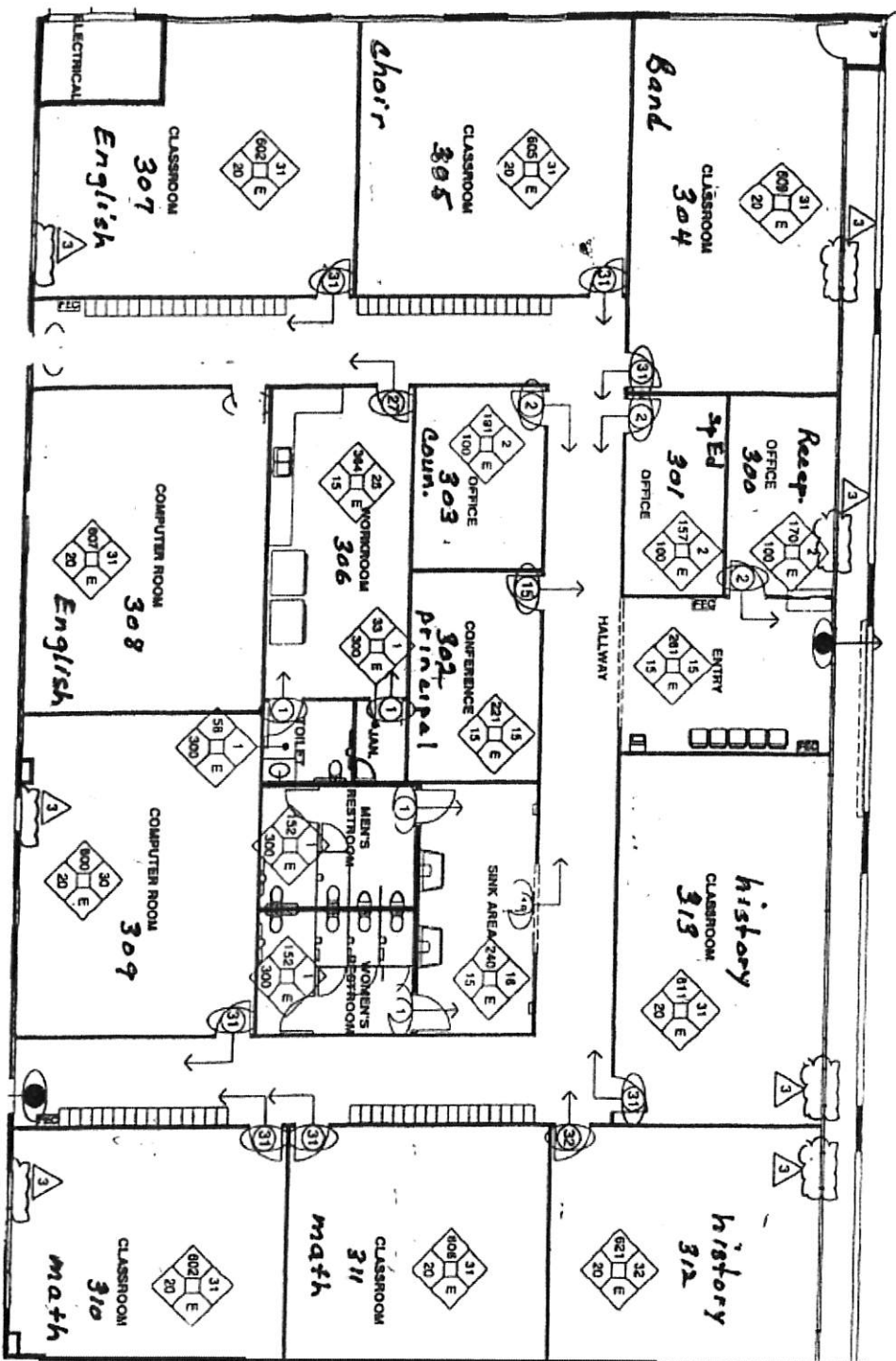
Bryan Houser
Senior Associate
bhouser@ac-nv.com
Fax: 702-395-9462

Charter School Buildings

Las Vegas, NV 89130



9,258 SF



3658 N Rancho Dr # 101
Las Vegas, NV 89130
www.albrightcallister.com

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Office: 702-732-1000

Bryan Houser
Senior Associate
bhouser@ac-nv.com
Fax: 702-395-9462

FOR LEASE

Charter School Buildings

4025, 4035, 4075, 4145 N. Rancho Dr

Las Vegas, NV 89130

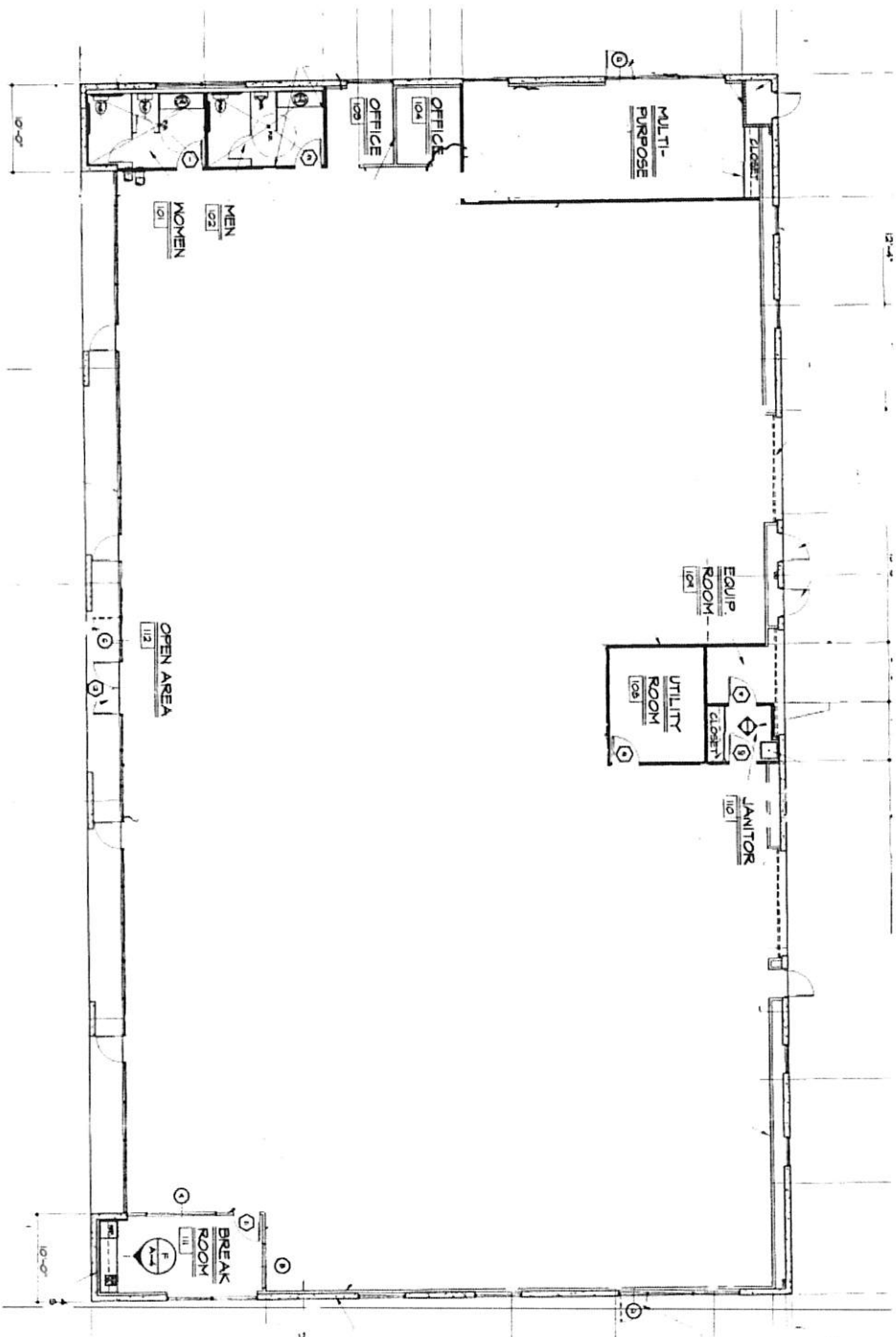


Reflective Build Out:

4145 Rancho:

Floor Plan

10,780 SF



ALBRIGHT & ASSOCIATES, LLC
COMMERCIAL REAL ESTATE SERVICES

3658 N Rancho Dr # 101
Las Vegas, NV 89130
www.albrightallister.com

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douglasalbright@gmail.com

Office: 702-732-1000

Bryan Houser
Senior Associate
bhouser@ac-nv.com

Fax: 702-395-9462

Attachment 7

Landlord Point of Contacts and Relationships

Attachment 7:
Proposed Facility Owner Points of Contact and Relationship to Quest Academy

Landlord of Building 4035 N. Rancho Drive, Las Vegas, NV.
Interest Income Partners, LP
10D Yellow Ferry Harbor
Sausalito, CA 94965

There is no relationship between this landlord and any of Quest Academy's leadership, Governing Board, or Receivership organizations.

Landlord of Building 4025 and Dirt lot 4055 N. Rancho Drive, Las Vegas, NV.
David E. Schinnerer and Debra Schinnerer
Trustees of the Schinnerer Family Trust
30936 Cartier Drive,
Rancho Palos Verdes, CA 90275

There is no relationship between this landlord and any of Quest Academy's leadership, Governing Board, or Receivership organizations.

Landlord of buildings 4075 and 4145 N. Rancho Drive, Las Vegas, NV.
CSDCPC FOUNDERS ACADMEY, LLC

There is no relationship between this landlord and any of Quest Academy's leadership, Governing Board, or Receivership organizations.

Attachment 8

Certificates of Occupancy

Certificate of Occupancy

City of Las Vegas, Nevada Department of Building & Safety

This Certificate issued pursuant to the requirements of the International 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.

Building Address 4025 N RANCHO DR Suite No. 259823
Type of Construction VB Occupancy Classification E Area: 13475 S.F.
Building Owner's Name: 4025 RANCHO LLC
Owner's Address: _____
Tenant's Name: FOUNDER'S ACADEMY
Description of Use: EDUCATIONAL
Prepared By: Susan Denton Date: August 20, 2014

By: Chris Knight
Chris Knight - Building Official

POST IN CONSPICUOUS PLACE

Certificate of Occupancy

City of Las Vegas, Nevada Department of Building & Safety

This Certificate issued pursuant to the requirements of the International 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.

Building Address 4035 N RANCHO DR Suite No. 258446
Type of Construction VB Occupancy Classification E Area: 13475 S.F.
Building Owner's Name: INTEREST INCOME PARTNERS LP
Owner's Address: _____
Tenant's Name: FOUNDER'S ACADEMY LAS VEGAS
Description of Use: EDUCATIONAL
Prepared By: Susan Denton Date: August 14, 2014

By: Chris Knight
Chris Knight - Building Official

POST IN CONSPICUOUS PLACE

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

Building Permit No. 07002498

Building Address 4075 N RANCHO DR **Suite No.** _____

Type of Construction III-N **Occupancy Classification** E1, B **Area:** 9334 S.F.

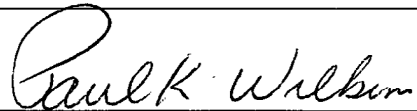
Building Owner's Name: SPECKMAN DAVID

Owner's Address: _____

Tenant's Name: WESTCARE CHARTER SCHOOL

Description of Use: TENANT IMPROVEMENT BUILDOUT - SCHOOL

Prepared By: Dena Williams **Date:** DECEMBER 17, 2007

By: 

Paul K. Wilkins
Building Official

POST IN CONSPICUOUS PLACE



DEPARTMENT OF BUILDING & SAFETY-CITY OF LAS VEGAS, NEVADA

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 11 BUILD-OUT FOR C OF D
CONTRACTOR WESTCARE WORKS INC
OWNER WESTCARE CHARTER SCHOOL

NOTICE: DO NOT COVER WORK REQUIRING INSPECTION UNTIL INSPECTION IS MADE. REQUIRED INSPECTION MAY VARY FROM THOSE DESIGNATED BELOW.

DESCRIPTION BUILDING Electrical	TYPE	PERMIT NO. 07002498 07002625
---------------------------------------	------	------------------------------------

INSPECT	DESCRIPTION	APPROVED	DATE
<input type="checkbox"/>	101 FOOTING, LAYOUT, REBAR, ZONING		
<input type="checkbox"/>	201 UNDERGROUND ELECTRIC		
<input type="checkbox"/>	203 UFER GROUND		
<input checked="" type="checkbox"/>	407 MECH. PLUMB. INSP. 50 CLV	DLL	8-20-07
<input type="checkbox"/>	103 STEW 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	DL	11/13/07
<input type="checkbox"/>	223 LOW VOLTAGE ELECTRIC		
<input checked="" type="checkbox"/>	320 MECH. PLUMB. INSP. 50 CLV	DLL	10-16-07
<input checked="" type="checkbox"/>	420 MECH. PLUMB. INSP. 50 CLV	DLL	9-20-07
<input type="checkbox"/>	120 FRAMING BLDG. INSP. 50 CLV		
<input checked="" type="checkbox"/>	500 BLDG. INSP. 50 CLV	DLL	11-16-07
<input type="checkbox"/>	126 HOOD SHAFT		

Do Not Sheetrock Until Above is Approved

<input type="checkbox"/>	125 DRYWALL NAILED BLDG. INSP. 50 CLV	DLL	10-16-07
<input type="checkbox"/>	127 CEILING GRID BLDG. INSP. 50 CLV	DLL	11-13-07
<input type="checkbox"/>	129 EXTERIOR LATH		
<input type="checkbox"/>	405 BUILDING SEWER (YARD LINES)		
<input type="checkbox"/>	240 FINAL ELECTRICAL INSP. 70 CLV	DL	12/12/07
<input type="checkbox"/>	340 FINAL PLUMBING INSP. 50 CLV	DL	12/13-07
<input type="checkbox"/>	423 FINAL PLUMBING INSP. 50 CLV	DL	12-12-07
<input type="checkbox"/>	440 FINAL PLUMBING INSP. 50 CLV	DL	12-12-07
<input type="checkbox"/>	140 FINAL BUILDING BLDG. INSP. 50 CLV	DLL	11-17-07
<input type="checkbox"/>	150 OTHER BUILDING BLDG. INSP. 50 CLV		
<input type="checkbox"/>	225 SIGN INSPECTION		
<input type="checkbox"/>	231 SERVICE CHANGE		
<input type="checkbox"/>	235 EMERGENCY ELECTRICAL INSP. 70 CLV	DL	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	93347	
<input type="checkbox"/>	E1, B	School	
<input type="checkbox"/>	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/OVERHEAD	DL	12/12/07
<input checked="" type="checkbox"/>	509 FIRE ALARM SYSTEM	DL	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	DL	12/12/07
<input checked="" type="checkbox"/>	540 FINAL FIRE	DL	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	DL	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

1 HUL TENDRICK
IK# 743588

1/8/09

City Of Las Vegas
Building & Safety
Inspection Request

AP# 124172

4145 N. RANCHO DR.

AP Name: ON-DECK BASEBALL ACADEMY

Job Site Phone:

AP Number:

Inspection: 940 C O F O



B P R O 8

Primary Applicant: JOB CONST. LLC

EXPRESS

☒ Passed ☐ Partial Pass ☐ Failed ☐ Partial Failed ☐ Stop Work ☐ ReFee ☐ Permit Required

Comments:

CK# 1333

Temporary Approval Until:

Inspectors Signature:

Date:

1/8/09

For Inspection Request Call: 229-4677

For Scheduling Assistance Call: 229-6914



Attachment 9

Last Known SNHD
Facility Inspection
5/18/16 for Proposed
Property



SOUTHERN NEVADA HEALTH DISTRICT
SCHOOL INSPECTION REPORT

Page 1 of 2

280 SOUTH DECATUR BLVD • LAS VEGAS, NV • 89107 • 702-759-1110 (DIRECT) • 702-759-1000 (24 HOURS)

FACILITY INFORMATION									
PERMIT #		ESTABLISHMENT NAME			PHONE #		COMPLIANCE SCHEDULE DUE		PRIMARY FHS
PRO111561		Founders Academy K-12							
ADDRESS					DISTRICT		LOCATION		MILES
4025 N. Rancho Dr. Las Vegas, NV.									
CONTACT PERSON:									
CURRENT SERVICE	EHS	SERVICE	DATE	TIME IN	TIME OUT	TRAVEL TIME	PERMIT STATUS	RESULT	
	BS	9/6	5-18-16	1225	1300	20 min		31	
SPECIAL NOTES						ACTION		DATE	
						ST			

In = In compliance OUT = Not in compliance N/O = Not observed N/A = Not applicable COS = Corrected on-site during inspection R = Repeat violation

Imminent Health Hazards - Notify SNHD and cease Operations as Directed

- | | |
|---|---|
| Loss or interruption of electrical service other utility required for the operation of the heating and air conditioning. (NAC 444.56822.2.b.1) | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT |
| Interruption or contamination of potable water supply. (NAC 444.56822.2.b.3) | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT |
| Presence of insects, rodents or other vermin that constitutes a significant threat to health or safety. (NAC 444.56822.2.b.5) | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT |
| Improper disposal of sewage or liquid waste. (NAC 444.56822.2.b.4) | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT |
| Any condition or equipment used that constitutes unreasonable risk of physical injury. (NAC 444.56822.2.b.8) | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT |
| Presence of toxic material that is labeled, stored or used improperly. (NAC 444.56822.2.b.6) | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT |
| Toxic or noxious gases, vapors, fumes, mist or particulates in concentrations which are dangerous to life or health. (NAC 444.56822.2.b.7) | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT |
| Classrooms and other areas that occupy students or staff that has ambient temperatures less than 60 or more than 93 degrees Fahrenheit. (NAC 444.56822.2.b.9) | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT |

SECTION 1 - Student Health

- | | | |
|---|--|--|
| 1 | Isolation of sick students ensured. Resting surfaces of non-absorbing material cleaned and sanitized before use by a student | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |
| 2 | Medications stored inaccessible to students in cabinets or in locked container in refrigerator | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |

SECTION 2 - Classrooms-Instruction and Vocational

- | | | |
|---|---|--|
| 3 | Installed eye-wash stations and showers in classrooms in which acidic, basic, flammable or other hazardous materials are handled | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |
| 4 | Classrooms including specialty classrooms (art, music, home economics, PE, special education) maintained in good condition, clean and free from hazards or litter | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |
| 5 | Equipment for specialty classrooms (art, photography, graphics, science, woodwork and auto shops) properly located, installed/vented as required and maintained in good condition. Access by authorized persons only. Warnings and information conspicuously posted | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |
| 6 | Pets kept or handled in classroom as required by NAC 444.56834 | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |
| 7 | Areas or Rooms used for vocational activities or science laboratory must have at least one hand wash sink supplied with hot and cold water and with paper towels and soap that are properly dispensed. Eating and drinking prohibited in such areas or rooms. | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |

SECTION 3 - Gym and Locker Rooms

- | | | |
|---|---|--|
| 8 | Gym, locker rooms and associated activity or storage rooms maintained clean, in good condition, with sound surfacing and free from hazards. | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |
| 9 | Showers maintained free of leaks, floors free of litter or stains. When used, showers are provided with hot and cold water at a maximum temperature of 110°F. | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |

SECTION 4 - Utilities, Custodial, Facilities

- | | | |
|----|--|--|
| 10 | Custodian(s) prepared to remediate areas contaminated by hazardous, biological or chemical materials. | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |
| 11 | Drinking fountains accessible to students in classrooms or nearby study/work areas, clean and in good operating condition; supply of drinking water provided at outdoor events and gymnasiums. | <input type="checkbox"/> IN <input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |
| 12 | Lighting adequate as required. Bulbs/tubes lit and fixtures in good condition. | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |
| 13 | Utility rooms/areas (electrical panels, riser, boiler, chiller) in good order, clean and secured inaccessible to unauthorized persons. GFCI installed and functioning as and where required. | <input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R |

SECTION 4 - Utilities, Custodial, Facilities

14	Water from approved source, free from cross connections and available. Backflow prevention devices installed and tested and passed as required.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
15	Hazardous materials (flammables, toxic chemicals, paint) properly stored and secured inaccessible to unauthorized persons	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
16	Equipment properly drained to sewer. Sewage disposed of in an approved manner.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
17	Building(s) protected from vermin access.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
18	Fresh air in classrooms and other indoor instruction/occupied areas maintained at between 65oF and 85oF.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
19	Restroom facilities adequate, accessible, clean, in good condition and with properly sized containers for refuse disposal, appropriately placed.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
20	Restroom fixtures in good, clean and working condition.	<input type="checkbox"/> IN <input checked="" type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
21	Toilet tissue available in stalls from approved dispensers.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
22	Lavatories provided where required. Adequate, properly installed and stocked. Lavatories provided with warm water of adequate flow and adequate time.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R

SECTION 5 - Playgrounds, Field, External Grounds

23	Playground and field equipment properly installed, and maintained to CPSC requirements in a clean condition.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
24	Playground/Field surfacing in good condition. Area clean and free from hazards. Meets CPSC requirements.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
25	Walkways properly constructed and maintained	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
26	Garbage/refuse properly disposed of	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
27	Exterior of facility clean and free from litter and hazards	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R

SECTION 6 - Food Service

28	Food storage in approved location; Refrigerators protected from vermin/spoilage	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
29	Snack bar or student store maintained and operating as required by health permit.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R
30	Unpermitted food activities occurring on campus.	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> N/A <input type="checkbox"/> COS <input type="checkbox"/> NO <input type="checkbox"/> R

VIOLATION COMMENTS

Violations and Corrective Actions:

Violation	Corrective Action
<i>V# (11) Possible Leak at Fountain by front Desk</i>	<i>→ investigate and repair</i>
<i>V# (20) Leak at Following Fixtures:</i>	
<i>• boys urinal #2 in 2005 area</i>	<i>→ repair</i>
<i>• boys toilet #2 in 3205 area</i>	<i>→ repair</i>
<i>• boys toilet #2 in Gym</i>	<i>→ repair</i>

Overall Inspection Comments:

Inspector name and phone number: *Robert G. Ke 702-759-0608*

Reviewed by	Received by (signature)	Received by (printed)	EHS (signature)
	<i>[Signature]</i>	<i>D'Ann Blatt</i>	<i>[Signature]</i>

DB provided copy to Mr. Robinson 5/18/16 to address needed repairs.

Attachment 10

Letter of Proof of Contact to Business of Labor and Industry OSAH Compliance

STATE OF NEVADA

BRIAN SANDOVAL
Governor

BRUCE BRESLOW
Director



JOSEPH (JD) DECKER
Administrator

TODD R. SCHULTZ CSP, CSHM, CPM
Chief Administrative Officer

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
SAFETY CONSULTATION AND TRAINING SECTION

February 14, 2017

Mrs. Diane Cravotta
Consultant
Quest Preparatory Academy
4660 N Rancho Drive
Las Vegas, NV 89130

Dear Mrs. Cravotta:

This letter confirms your February 14, 2017 request for an on-site consultation survey.

We would like to commend you on your decision to seek our assistance to help improve your company's safety and health programs.

As soon as our schedule permits, one of our consultants will contact you to arrange a date and time for your consultation visit.

To assist us in providing you with an efficient and productive visit, we request that the following information be made available to our consultant during the onsite visit: certificate of workers compensation insurance; the Log of Work-Related Injuries and Illnesses (OSHA Form 300) and associated documentation; any written materials developed for your business that address health and safety issues; any written safety and health programs; safety training program outlines and documentation of training completed; and Safety Data Sheets (SDS's) for all chemicals, batch materials, or similar commercial and industrial products in use at your facility.

While not required, we request that the company's officer-in-charge participate in the consultation visit opening conference so that they can be made aware of the services to be provided and of the employer's responsibilities associated with using our service. We also encourage you to allow employee participation in our visit since the outcome of our survey will directly affect your workforce.

In addition, if you have a union work force, an employee representative must be offered the opportunity to participate in the opening conference, physical inspection of the facility, and the closing conference. If there is an objection to holding joint opening and closing conferences, the

Your Partner for a Safer Nevada

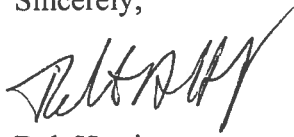
www.4safenv.state.nv.us

consultant will conduct separate conferences with the employer and the employee representatives. If you have a union workforce, please ensure that the employee representatives are notified of the opening and closing conference dates and times.

The consultation program is designed to help you establish and maintain a safe and healthful workplace. We look forward to working with you to implement an effective safety and health program that will improve productivity and reduce occupational injuries and illnesses.

If you need any assistance with occupational safety and health issues before we are able to schedule a consultation visit, please call our office and request to speak with one of our consultants.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Harris', with a stylized, cursive script.

Bob Harris
Consultation Supervisor

Attachment 11

Quest Academy Budget Long Range

QUEST ACADEMY
Long Range Projection

2/13/2017

	Enrollment	FY17 750	FY18 834	FY19 834	FY20 834	FY21 834	Comments
Revenues							
DSA Funds		\$ 8,002,719	\$ 5,653,797	\$ 5,766,873	\$ 5,882,210	\$ 5,999,854	
State SPED		110,282	110,282	110,282	110,282	110,282	
Non DSA Funds		196,000	235,000	239,950	245,049	250,300	
Total Revenues		8,309,001	5,999,079	6,117,105	6,237,541	6,360,436	
Expenditures							
Salary		2,650,318	2,703,324	2,757,390	2,812,538	2,868,789	
Benefits		927,611	946,163	965,087	984,388	1,004,076	
Contracted Services		903,106	671,168	684,591	698,283	712,249	
Communication		96,982	96,982	96,982	96,982	96,982	
Utility		156,045	157,605	159,182	160,773	162,381	
Insurance		37,500	37,875	38,254	38,636	39,023	
Repairs & Maintenance - Facility		109,925	111,024	112,135	113,256	114,389	
Travel & Conferences		10,000	10,000	10,000	10,000	10,000	
Building Lease		604,972	744,019	760,594	777,551	794,899	
Instructional & General Supplies		90,000	90,000	90,000	90,000	90,000	
Instructional Software		100,000	101,000	102,010	103,030	104,060	
Food Service		175,000	176,750	178,518	180,303	182,106	
Authorizer Fees		120,041	121,241	122,454	123,678	124,915	
Principal and Interest Expense		18,828	19,393	19,975	20,574	21,191	
Dues & Memberships		5,000	5,050	5,101	5,152	5,203	
Total Expenditures		6,005,327	5,991,595	6,102,270	6,215,144	6,330,262	
Change in Fund Balance		2,303,674	7,484	14,835	22,396	30,174	
Ending Fund Balance		\$ 1,503,674	\$ 1,511,158	\$ 1,525,992	\$ 1,548,389	\$ 1,578,563	
Fund Balance as a % of Expenditures		25%	25%	25%	25%	25%	

Attachment 12

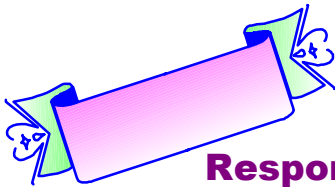
Emergency Management Plan



Quest Preparatory Academy

Safety Program

4660 North Rancho Drive, Las Vegas, Nevada 89130
(Sections 1 through 10, plus Appendix A and B)



Responsibilities

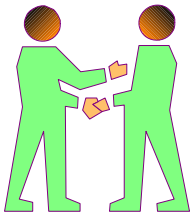


**Investigation and
Corrective Action**

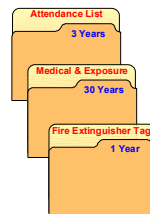
**Identify, Analyze
and Control
Hazards**



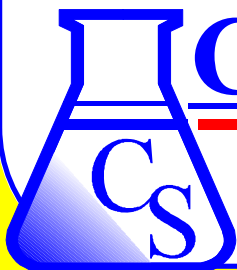
**Employee
Training**



Communication



Enforcement



COMPLIANCE SCIENCE

Employee questions or concerns, please call . . .
(702) 565 - 3050 or fax (702) 566 - 5826
or send e-mail to safety@compliancescience.com



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(888) 565-3050 Toll Free

By Electronic Mail

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LIST OF RESPONSIBLE PEOPLE AND LOCATION OF FILES

Title (as shown in text) Name

Employer Janelle Vieth

Safety Program Administrator Jean Jones

General Files Location

Company Safety Policies Safety Program File

Employee Medical Files Medical File

Insurance Claim Forms Medical File

Nevada Safety and Health Poster Post at Workplace

OSHA 300 Logs, 300A and 301 Medical File

Safety Data Sheets Central Location(s)

Training Programs Safety Program File

Workplace Safety Pamphlet Distribute to Employees

Workplace Safety Receipts Employee's File

Forms Location

1. Accident Investigation : Employee Medical File

2. Accident Investigation : Student Student File

3. Accident Investigation : Supervisor Medical File

4. Analyzing Hazards Safety Program File

5. Attendance List Safety Program File

6. Bloodborne Pathogens Safety Program File

7. Bomb Threat Questionnaire Safety Program File

8. Controlling Hazards Safety Program File

LIST OF RESPONSIBLE PEOPLE AND LOCATION OF FILES

Forms Location

9.	Corrective Action Request	Safety Program File
10.	Emergency Action Plan	Post at Workplace
11.	Employee Exposure Record	Handout Annually
12.	Employee Training Record	Employee's File
13.	Fire Extinguisher Inspection	Safety Program File
14.	Fire Prevention Plan	Post at Workplace
15.	Hepatitis B Exposure Incident	Medical File
16.	Hepatitis B Vaccination Record	Medical File
17.	Hepatitis B Vaccine Declination	Medical File
18.	Lockout/Tagout Inspection	Safety Program File
19.	Lockout/Tagout Procedure : Part A	Safety Program File
20.	Lockout/Tagout Procedure : Part B	Safety Program File
21.	Modified Work Analysis	Medical File
22.	Non-Routine Work Request	Safety Program File
23.	Performance Review	Employee's File
24.	PPE Ownership Form	Employee's File
25.	Request for Training Records	Employee's File
26.	Safety Awareness Counseling	Employee's File
27.	Safety Committee Minutes	Safety Program File
28.	Safety Inspection Checklist-Page 1	Safety Program File
29.	Safety Inspection Checklist-Page 2	Safety Program File
30.	SDS Inventory Worksheet	Safety Program File
31.	SDS List	Central Location
32.	Training Outline	Safety Program File
33.	Transfer of Records	Safety Program File
34.	Workplace Hazard Assessment	Safety Program File
35.	Workplace Hazard Determination	Safety Program File

SCOPE OF FACILITIES	
1	Quest Preparatory Academy - Torrey Pines 4660 No. Rancho Drive Las Vegas, Nevada 89130
2	Quest Preparatory Academy - Alexander 7550 W. Alexander Road Las Vegas, Nevada 89129
3	Quest Preparatory Academy - Bridger 1300 Bridger Avenue Las Vegas, Nevada 89101
4	All current work sites
5	
6	

LIST OF EFFECTIVE PAGES

Effective Pages Revision Date

Introduction

Pages i, ii, iii, iv, v and vi 21 August 2015

Policy

Pages 1 through 93 20 August 2014

Appendix A : Codes of Safe Practices

Pages 1 through 84 20 August 2014

Appendix B : Forms

Pages 1 through 35 20 August 2014

Brief Description of Change Revision Date

- * Change from Quest Academy Preparatory Education to Quest Preparatory Academy. Change Safety Program Administrator to JJean Jones. Revise Scope of Facilities

- Deleted 4141 W. Meadows Lane, Las Vegas, Nevada 89107.

Added Bridger . Revise Workplace Hazard Assessment form.

Revise Hazard Communication

throughout the Safety Program. 20 August 2014

Revise Scope of Facilities - Deleted 6610 Grand Montecito

Pkwy . Added Torrey Pines Campus

at 4660 No. Rancho Drive, Las Vegas, NV 89130. 21 August 2015

Filing Instructions :

- * Replace entire Safety Program previously dated 1 March 2013, with the revised pages dated 20 August 2014.
- * Replace entire Control Pages previously dated 20 August 2014, with the revised pages dated 21 August 2015.

Policy Statement :

The employer and employees shall work together to identify hazards and implement corrective action with open communication and training.

"Partial Compliance is Non Compliance."

Signature of Employer : _____

Print Name : Janelle Vieth

Title : Principle

Date : 21 August 2016

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SECTION 1 : INTRODUCTION

Our Company acknowledges the moral responsibility and good business value in providing a safe work place for our greatest asset, the employees.

Many occupational injuries and illnesses are preventable through effective communication, training, and periodic inspections.

The goal of this Safety Program is to reduce hazardous exposures for employees, guests, and other members of the general public who enter the premises.

Scope General

*To establish,
implement and
maintain an
effective, written
Safety Program.
This program
contains . . .*

1. A statement explaining that the employer and employees are responsible for carrying out the safety program. *(Section 2)*
2. A system of communication. *(Section 3)*
3. The procedures to investigate accidents and initiate corrective actions. *(Section 4)*
4. An explanation of the methods used to identify, analyze, and control new and existing hazardous conditions. *(Section 5)*
5. An explanation of the methods used to identify, analyze, and protect against hazardous chemicals found in the workplace (Hazard Communication). *(Section 6)*
6. An explanation of the methods used to identify, analyze, and protect against bloodborne pathogens found in the workplace. *(Section 7)*
7. The procedures used to prevent "unexpected" energization or start up of machines or equipment or release of stored energy that could cause injury to employees (Lockout / Tagout). *(Section 8)*
8. An outline of the training program for employees. *(Section 9)*
9. A method for ensuring that employees comply with the safety rules and work practices. *(Section 10)*

SECTION 1 : INTRODUCTION

Scope Codes of Safe Practices

(See Appendix A)

1. General Safe Work Practices
2. Safe Work Practices for Equipment
3. Safe Work Practices for Outdoor Work
4. Safe Work Practices for Food Handling
5. Personal Protective Equipment
6. Safe Work Practices for Chemicals
7. Emergency Planning
8. Workplace Violence
9. Ergonomics and Back Injury Prevention

SECTION 1 : INTRODUCTION

References

1. Senate Bill 316 passed by 1993 Nevada State Legislature
2. Nevada Revised Statute (NRS) 618.383, Establishment of safety program; training for temporary employees; increase of premium for violation.
3. Nevada Administrative Code (NAC) 618
4. OSHA Act of 1970, with revisions
 - 1904 Recording & reporting occupational injuries & illnesses
 - 1904.8 Reporting of fatality or multiple hospitalization incidents
 - 1910.21 Definitions, Walking - Working Surfaces
 - 1910.22 General requirements.
 - 1910.23 Guarding floor and wall openings and holes.
 - 1910.24 Fixed industrial stairs.
 - 1910.25 Portable wood ladders.
 - 1910.26 Portable metal ladders.
 - 1910.27 Fixed ladders.
 - 1910.30 Other working surfaces.
 - 1910.35 Life Safety Code, compliance with NFPA 101-2000
 - 1910.36 Design requirements, exit routes.
 - 1910.37 Maintenance, safeguards and features, exit routes.
 - 1910.38 Emergency action plans.
 - 1910.39 Fire prevention plans.
 - 1910.132 General requirements.
 - 1910.133 Eye and face protection.
 - 1910.135 Head protection.
 - 1910.136 Foot protection.
 - 1910.141 Sanitation.
 - 1910.144 Safety color code for marking physical hazards.
 - 1910.145 Specifications for accident prevention signs and tags.
 - 1910.147 The control of hazardous energy (lockout/tagout).
 - 1910.151 Medical services and first aid.

SECTION 1 : INTRODUCTION***References***

4. Continued

- 1910.157 Portable fire extinguishers.
- 1910.159 Automatic sprinkler systems.
- 1910.160 Fixed extinguishing systems, general.
- 1910.165 Employee alarm systems.

- 1910.176 Handling material - general. (Housekeeping)
- 1910.211 Definitions.
- 1910.212 General requirements for all machines.
- 1910.241 Definitions. Hand and portable powered tools.

- 1910.242 Hand & portable powered tools and equipment.
- 1910.243 Guarding of portable powered tools.
- 1910.244 Other portable tools and equipment.
- 1910.264 Laundry machinery and operations

- 1910.303 General electrical requirements.
- 1910.1020 Access to employee exposure and medical records.
- 1910.1030 Bloodborne pathogens.
- 1910.1200 Hazard communication.

- 1910.1201 Retention of DOT markings, placards and labels.

As recorded on "www.osha.gov" through August 2014, U.S. Department of Labor, Occupational Safety and Health Administration, Washington, D.C. 20210.

SECTION 2 : RESPONSIBILITIES

Each person has responsibilities within this program. This section details the responsibilities for the Employer and Employees.

The Employer is required to designate an identifiable person or persons with authority and responsibility to implement the safety program (NRS 618.375).

This person is called the "Safety Program Administrator."

Safety Program Administrator

Shall have authority and responsibility for implementing and managing the Safety Program that includes, but not limited to:

1. Continually search for improved safety methods, techniques, ideas, and equipment. Adopt those deemed advantageous to the overall safety program.
2. Identify and evaluate workplace hazards on an ongoing basis.
3. Assure that all required reports, forms, and files (i.e. inspection records, training records, etc.) are accurate, complete, maintained, and stored in the designated location as indicated on pages (ii) and (iii) of this document.
4. Facilitate and review results of periodic Safety Inspections.
5. Facilitate Corrective Action.
6. Follow up on outstanding recommendations and corrective action.
7. Oversee the investigation of any actual or near-miss accident.
8. Facilitate the communication and awareness program.
9. Act as a liaison with government agencies, workers' compensation insurance company, and medical facilities.
10. Oversee the Safety Committee activities.
11. Store the Safety Program Policy and Appendices in a place that is accessible to all employees.

SECTION 2 : RESPONSIBILITIES***Employer***

1. The employer shall furnish to each employee, employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm.
2. Comply with Nevada safety and health standards and regulations.
3. Promote and enforce the safety program to all employees.
4. Familiarize themselves with the hazards their employees may be exposed to during all procedures.
5. Provide or make available the protective equipment or clothing necessary for employees to work safely.
6. Provide employees with tools and equipment that are safe.
7. Maintain current safety regulations.
8. Carry out any corrective action items assigned to them.
9. Assure existing, new, and temporary employees receive training.

SECTION 2 : RESPONSIBILITIES

All Employees

1. Every employee has responsibility for the safety of themselves, fellow workers, and guests.
2. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSHA Act of 1970, which are applicable to one's own actions and conduct.
3. Report prior or new injuries or physical limitations to ensure that tasks assigned to you can be completed safely.
4. Safety must be part of every operation. Ask for help if needed.
5. The employees must become experts on the presence of any hazards within their own workspace, and the associated safety controls in place.
6. Any instructions required to do the job must be received before unsupervised work begins.
7. Follow the prescribed job procedures and instructions.
8. It is a condition of employment to comply with all aspects of this Safety Program.

SECTION 3 : COMMUNICATION

The communication system shall be an open forum between employer and employees. This system shall be easy to understand in both formal and informal procedures.

Communication is an important element for a successful safety program.

The employer should inform employees of safe work practices, hazards, and controls. The employees should inform the employer of unrecognized hazards and work with the employer to make improvements.



pg. B27

Safety Committee Minutes



N/A

OSHA's Safety and Health Poster



N/A

DIR's Workplace Safety : Your Rights and Responsibilities Pamphlet

Formal Procedures

1. Formal procedures, such as inspection and investigation reports, are required for discussing and correcting hazards.
2. From time to time, Safety Awareness promotions, Employee Suggestion procedures, a system for Anonymous Notification, etc. will be implemented as needed.
3. Post the *Nevada Safety and Health Poster* in a prominent place on the job site. Obtain the poster from the Division of Industrial Relations.

Informal Procedures

1. The Employer should actively support the safety program.
2. Constantly involve employees in identifying and resolving safety problems.
3. The employees will offer their expertise, energy, and unique insight to help solve the problems.

SECTION 3 : COMMUNICATION

Employee Rights

1. Ensure the employees can give advice without any fear of reprisal.
2. There are laws that protect employees if they are punished for filing a safety and health complaint.
3. The employee has thirty (30) days from the date of punishment to file a discrimination complaint with the Occupational Safety and Health Enforcement Section (OSHES) of the Division of Industrial Relations, Nevada Department of Business and Industry.
4. Read the pamphlet or view the videotape, entitled "*Workplace Safety : Your Rights and Responsibilities*".
 - i. Each employee shall complete the receipt on the back of the pamphlet and return the receipt to the Safety Program Administrator.
 - ii. Obtain the pamphlet and/or videotape from the Division of Industrial Relations.

Safety Committee, Membership

If there is more than 25 employees then a safety committee shall be formed.

1. Shall include people in leadership and non-leadership positions.
2. Departments with recurring accidents must be represented.
3. The Safety Committee shall consist of at least four (4) members.
4. The Committee shall elect, by simple majority vote, a Chairperson and a Secretary for a term of one year each.
5. Membership is for one year. Employees may extend their terms.
6. No more than one rotation shall occur in a month.
7. Replacement members shall be selected from any employees who express interest or who are recommended by a fellow worker.
8. The Committee shall establish attendance requirements and removal procedures if it is deemed necessary.

SECTION 3 : COMMUNICATION

**Safety
Committee,
General**

1. Employees must be paid for time spent on safety-related tasks.
2. Periodically, brainstorm for a list of concerns and potential hazards. Prioritize the list for corrective action and develop an action plan.
3. Periodically, list and post accomplishments.
4. Members shall receive additional on-the-job training, as needed, to carry out the responsibilities required to implement this program.


**Safety
Committee,
Purpose and
Duties**

*Facilitating the
implementation of
an effective
program.*

1. The Safety Committee shall be the principle safety advisor.
2. Conduct and review the safety and fire extinguisher inspections.
3. Investigate both actual and near-miss accidents.
4. Issue recommendations to improve the workplace or policy.
5. Follow up on *Corrective Action Request* forms until completed.
6. Investigate any concerns presented by other employees.
7. Manage the Communication and Awareness programs.
8. Discuss the pros and cons before implementing changes.
9. Study and analyze accident and injury data.

SECTION 3 : COMMUNICATION








Safety Committee, Meetings

1. Meetings shall be conducted on a regular basis, at least quarterly, but more frequently if the workload is overwhelming.
2. Safety Committee meeting minutes shall be documented and forwarded to affected employees and maintained in a file for review by OSHA or other employees upon request.
 → Use the *Safety Committee Minute* form in Appendix B.
3. A quorum shall consist of a simple majority of members and shall be deemed to constitute a full committee for voting on all business, except the annual election of the chairperson and the secretary.

SECTION 4 : ACCIDENT INVESTIGATION

Investigate any reported accident or "near-miss" accidents. The primary purpose of these investigations is to help identify preventative measures to reduce the severity and frequency of injuries in the workplace.

Another reason is to verify if the injuries are work related. Remember, it is fraud to file an industrial insurance claim if you are not injured on the job. Filing a false claim will result not only in a loss of benefits, but could mean costly fines and/or jail time.

	N/A	<i>Workers' Compensation forms C-1, C-3, C-4</i>
	pg. B1	<i>Accident Investigation : Employee</i>
	pg. B2	<i>Accident Investigation : Student</i>
	pg. B3	<i>Accident Investigation : Supervisor</i>
	pg. B9	<i>Corrective Action Request</i>
	N/A	<i>OSHA's forms 300, 300A, 301</i>
	pg. B21	<i>Modified Work Analysis</i>

The Employee

*Whenever a
"Near - Miss"
Incident or an Actual
Accident Occurs,
the Employee
Shall. . .*

1. Report the incident to the Safety Program Administrator or your Supervisor, immediately.
2. If necessary seek medical attention by the designated provider.
3. If immediate medical attention is not required, complete the "Incident Report Form" (C-1) as soon as practicable but within seven (7) days.

SECTION 4 : ACCIDENT INVESTIGATION



The Employee

If the Employee Requires Medical Treatment (Other than First Aid) . . .




1. The medical provider should complete the "Employee's Claim for Compensation" (C-4) form with the injured worker.
2. The C-4 form is available at the place of initial treatment.
3. It is the employee's responsibility to assure that this is completed within ninety (90) days after the accident.
4. The medical provider shall, within three (3) working days after treatment, complete and mail the C-4 to the employer and to the employer's insurer.

The Employee

Post - Accident Responsibilities

1. Investigate the accident and determine the root cause. Submit a written report, within 48 hours, to the Program Administrator.
 → Use the *Accident Investigation : Employee* form in Appendix B.
2. Determine how to prevent the accident from occurring again. Initiate Corrective Action.
 → Use the *Corrective Action* form in Appendix B.
3. Follow the medical treatment plan prescribed by the provider.

The Supervisor

1. Evaluate the area where the accident occurred. If necessary, secure the area, evacuate employees and guests, and/or place signs to prevent other people from becoming injured.
2. Investigate the accident and determine the root cause. Submit a written report, within 48 hours, to the Program Administrator.
 → Use the *Accident Investigation : Student* form in Appendix B.
 → Use the *Accident Investigation : Supervisor* form in Appendix B.
3. Determine how to prevent the accident from occurring again. Initiate Corrective Action.
 → Use the *Corrective Action* form in Appendix B.

SECTION 4 : ACCIDENT INVESTIGATION


The Safety Program Administrator

*Once Informed
about the Injury or
Illness*

1. Evaluate the area where the accident occurred. If not done already, secure the area, evacuate employees and guests, and/or place signs to prevent other people from becoming injured.
2. Collect and review the *Accident Investigation Reports* and bring all "open" files to the safety committee meetings.
3. Collect and review the C-4 form from the medical provider.
4. Complete the "Employer's Report of Industrial Injury" (C-3) form. The C-3 must be received by the Insurer within six working days (after obtaining the C-4 form).
5. Record the case on the *OSHA 300 Log* within 7 calendar days.
6. Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out *OSHA's Form 301, Injury and Illness Incident Report*.

The Safety Program Administrator

*Post - Accident
Responsibilities*

1. Assign appropriate modified work or light duty responsibilities.
 → Use the *Modified Work Analysis* form in Appendix B.
2. Notify the workers' compensation insurer and the medical provider of the hazards and physical limitations associated with the injured employee's job description. If necessary, bring the medical provider on a tour of the workarea so that the medical provider can clearly understand the results of their decisions.
3. Oversee the recovery progress of the injured employee.
4. Update to *OSHA 300 logs* for each entry until the case is closed. Complete *OSHA's Form 300A, Summary of Work-Related Injuries and Illnesses*, at the end of each calendar year.
5. Communicate applicable follow-up information regarding the employee's work activity to the employee's direct supervisor.

SECTION 4 : ACCIDENT INVESTIGATION

The Employer

The Employer Shall Report by Telephone or in Person to the Area Office of OSHA, That Is Nearest to the Site of the Incident, or by Using the OSHA Toll - Free Central Telephone Number.









1. Within 8 hours after the death of any employee from a work-related incident.
2. Within 8 hours of the in-patient hospitalization of three or more employees as a result of a work-related incident, which occurs within thirty (30) days of an incident.
3. Exception: If the employer does not learn of a reportable incident at the time it occurs, the employer shall make the report within 8 hours of the time the incident is reported to any agent or employee of the employer.
4. Each report required by this section shall relate the following information: Establishment name, location of incident, time of the incident, number of fatalities or hospitalized employees, contact person, phone number, and a brief description of the incident.

The Safety Committee




1. Review the Reports for completeness and accurate information.
2. Conduct a follow-up accident investigation to verify information reported and possibly offer corrective action recommendations.
3. Oversee the activities until all corrective action items are implemented, documenting any comments.

SECTION 5 : IDENTIFICATION AND CONTROL OF HAZARDS

Controlling hazards is accomplished by identifying, analyzing, and correcting hazards.




	pg. B4	<i>Analyzing Hazards</i>
	pg. B8	<i>Controlling Hazards</i>
	pg. B9	<i>Corrective Action Request</i>
	pg. B13	<i>Fire Extinguisher Inspection</i>
	pg. B24	<i>PPE Ownership Form</i>
	B28-29	<i>Safety Inspection Checklist - pages 1 and 2</i>
	pg. B34	<i>Workplace Hazard Assessment</i>
	pg. B35	<i>Workplace Hazard Determination</i>

Identifying Hazards


1. Conduct an initial "assessment survey" to determine if hazards are present, or are likely to be present.
 → Use the *Workplace Hazard Assessment* form in Appendix B.
2. Review previous workers compensation records.
3. Formal safety inspections are used to identify new or existing hazards and to monitor continuous compliance.
4. Conduct the safety inspections at least monthly.
 → Use the *Safety Inspection Checklist* form in Appendix B.
5. Visually inspect all portable fire extinguishers monthly.
 → Use the *Fire Extinguisher Inspection* form in Appendix B.

SECTION 5 : IDENTIFICATION AND CONTROL OF HAZARDS

Analyzing Hazards

1. If it cannot be abated immediately, secure the jobsite, i.e. evacuate the employees from the area and place warning signs in a clearly visible location, to prevent further injuries.
2. Using data from the *Workplace Hazard Assessment* form, determine the type of hazard, level of risk, and seriousness of potential injury.
 → Use the *Analyzing Hazards* form in Appendix B.
3. The possibility of multiple hazards occurring simultaneously should be considered.
4. Plan how to correct the hazards and prevent their recurrence. Seek additional employee support and input if needed.
 → Use the *Controlling Hazards* form in Appendix B.
 → Use the *Workplace Hazard Determination* form in Appendix B.

Corrective Action Procedure

1. Initiate the Corrective Action procedure by completing the form.
 → Use the *Corrective Action Request* form in Appendix B.
2. Evaluate the severity of the hazard and determine the corrective action response time.
3. The Safety Program Administrator shall oversee the implementation progress.
4. Once the hazard is eliminated or minimized, the Safety Program Administrator shall conduct the follow-up inspection and document the results on the *Corrective Action Request* Form.

SECTION 5 : IDENTIFICATION AND CONTROL OF HAZARDS

Types of Corrective Action

1. *Engineering Controls* serve to reduce employee exposure in the workplace by either removing the hazard or isolating the worker from exposure.
2. *Work Practice Controls* reduce the likelihood of exposure through alteration of the manner in which a task is performed.
3. *Personal Protective Equipment (PPE)*
4. The hierarchy above specifies that engineering controls and safe work practices are to be used in preference to PPE.

Protective Equipment

General Requirements

When hazards are capable of causing injury or impairment in the function of any part of the body through absorption, inhalation, or physical contact, protective equipment shall be :

1. Provided.
2. Used by the employees and the employer, when applicable.
3. Maintained in a sanitary and reliable condition.
- ➡ Use the *PPE Ownership* form in Appendix B.

Protective Equipment

Includes . . .

1. Personal protective equipment (PPE) for eyes, face, head, and extremities.
2. Protective clothing.
3. Respiratory devices.
4. Protective shields and barriers.

SECTION 5 : IDENTIFICATION AND CONTROL OF HAZARDS

Equipment Selection

*If Such Hazards Are
Present, or Likely to
Be Present, the
Employer Shall :*

1. Assure all personal protective equipment to be of safe design and construction for the work to be performed.
2. Select appropriate sized PPE for each affected employee.
3. Give instructions on care and use of the PPE.
4. Assure employees are aware of all warning labels for and limitations of their PPE.
5. Adjustments should be made on an individual basis for a comfortable fit that will maintain the protective device in the proper position.

PPE

*Cleaning and
Maintenance*

1. PPE should be inspected, cleaned, and maintained at regular intervals.
2. Cleaning is particularly important for eye and face protection where dirt, scratches, or fogged lenses could impair vision.
3. Defective or damaged personal protective equipment shall not be used.

SECTION 6 : HAZARD COMMUNICATION

The purpose of this section is to ensure that the hazards of all chemicals produced or imported are classified, and

- i. That information concerning the classified hazards is transmitted to employers and employees.

The requirements of this section are intended to be consistent with the provisions of the United Nations Globally Harmonized System of Classification and Labeling of Chemicals (GHS), Revision 3.

The transmittal of information is to be accomplished by means of a comprehensive hazard communication program, which includes :

- i. Container labeling and other forms of warning,
- ii. Safety data sheets, and
- iii. Employee training.



pg. B22

Non-Routine Work Request

pg. B30

SDS Inventory Worksheet

pg. B31

SDS List

Scope and Application

Chemical Manufacturers or Importers

1. Chemical manufacturers or importers are required to classify the hazards of chemicals, which they produce or import.

Distributors

1. Distributors are required to transmit the required information to employers.

All Employers

1. All employers shall provide information to their employees about the hazardous chemicals to which they are exposed.

SECTION 6 : HAZARD COMMUNICATION**Application**

1. This section applies to any chemical which is known to be present in the workplace in such a manner that employees may be exposed :
 - i. Under normal conditions of use, or
 - ii. In a foreseeable emergency.

Definitions**Chemical**

1. "Chemical" means any substance, or mixture of substances.

Chemical Name

1. Means the scientific designation of a chemical in accordance with the nomenclature system developed by :
 - i. The International Union of Pure and Applied Chemistry (IUPAC), or
 - ii. The Chemical Abstracts Service (CAS) rules of nomenclature, or
 - iii. A name that will clearly identify the chemical for the purpose of conducting a hazard classification.

Classification

1. "Classification" means :
 - i. To identify the relevant data regarding the hazards of a chemical,
 - ii. Review those data to ascertain the hazards associated with the chemical; and
 - iii. Decide whether the chemical will be classified as hazardous.
2. In addition, classification includes the determination of the degree of hazard, where appropriate, by comparing the data with the criteria for health and physical hazards.

SECTION 6 : HAZARD COMMUNICATION

Container

1. "Container" means any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank, or the like that contains a hazardous chemical.
2. Pipes or piping systems, and
 - i. Engines, fuel tanks, or other operating systems in a vehicle,
 - ii. Are **not** considered to be containers.

Distributor

1. Means a business, other than a chemical manufacturer or importer, which supplies hazardous chemicals to other distributors or to employers.

Employee

1. "Employee" means a worker who may be exposed to hazardous chemicals under normal operating conditions or in foreseeable emergencies.

Employer

1. "Employer" means :
 - i. A person engaged in a business where chemicals are either used, distributed, or are produced for use or distribution,
 - ii. Including a contractor or subcontractor.

Exposure or Exposed

Subjected

1. "Exposure or exposed" means that an employee is subjected in the course of employment to a chemical that is a physical or health hazard, and includes potential (e.g. accidental or possible) exposure.
2. "Subjected" in terms of health hazards includes any route of entry (e.g. inhalation, ingestion, skin contact or absorption.)

SECTION 6 : HAZARD COMMUNICATION

Hazard Category

1. "Hazard category" means the division of criteria within each hazard class,
 - i. For example, oral acute toxicity and flammable liquids include four hazard categories.
2. These categories compare hazard severity within a hazard class and should not be taken as a comparison of hazard categories more generally.

Hazard Class

1. "Hazard class" means the nature of the physical or health hazards
 - i. For example, flammable solid, carcinogen, and oral acute toxicity.

**Hazard Not
Otherwise
Classified
(HNOC)**

1. "Hazard not otherwise classified (HNOC)" means
 - i. An adverse physical or health effect,
 - ii. Identified through evaluation of scientific evidence during the classification process,
 - iii. That does not meet the specified criteria for the physical and health hazard classes.

Hazard Statement

1. Means a statement assigned to a hazard class and category that describes the nature of the hazard(s) of a chemical, including, where appropriate, the degree of hazard.

SECTION 6 : HAZARD COMMUNICATION**Hazardous Chemical**

1. Means any chemical which is classified as :
 - i. A physical hazard,
 - ii. A health hazard,
 - iii. A simple asphyxiant,
 - iv. Combustible dust,
 - v. Pyrophoric gas, or
 - vi. Hazard not otherwise classified.

Health Hazard

1. "Health hazard" means a chemical which is classified as posing one of the following hazardous effects :
 - i. Acute toxicity (any route of exposure),
 - ii. Skin corrosion or irritation,
 - iii. Serious eye damage or eye irritation,
 - iv. Respiratory or skin sensitization,
 - v. Germ cell mutagenicity,
 - vi. Carcinogenicity,
 - vii. Reproductive toxicity,
 - viii. Specific target organ toxicity (single or repeated exposure), or
 - ix. Aspiration hazard.

Immediate Use

1. "Immediate use" means that the hazardous chemical will be under the control of and used only by the person,
 - i. Who transfers it from a labeled container, and
 - ii. Only within the work shift in which it is transferred.

Label

1. "Label" means an appropriate group of written, printed or graphic information elements concerning a hazardous chemical that is affixed to, printed on, or attached to the immediate container of a hazardous chemical, or to the outside packaging.

SECTION 6 : HAZARD COMMUNICATION***Label Elements***

1. "Label elements" means the specified pictogram, hazard statement, signal word and precautionary statement for each hazard class and category.

Mixture

1. "Mixture" means a combination or a solution composed of two or more substances in which they do not react.

Physical Hazard

1. "Physical hazard" means a chemical that is classified as posing one of the following hazardous effects :
 - i. Explosive,
 - ii. Flammable (gases, aerosols, liquids, or solids),
 - iii. Oxidizer (liquid, solid or gas),
 - iv. Self-reactive,
 - v. Pyrophoric (liquid or solid),
 - vi. Self-heating, organic peroxide
 - vii. Corrosive to metal; gas under pressure; or in contact with water emits flammable gas.

Pictogram

1. "Pictogram" means a composition that may include a symbol plus other graphic elements, such as a border, background pattern, or color, that is intended to convey specific information about the hazards of a chemical.
2. Eight pictograms are designated.

Precautionary Statement

1. "Precautionary statement" means :
 - i. A phrase that describes recommended measures that should be taken,
 - ii. To minimize or prevent adverse effects resulting from exposure to a hazardous chemical, or improper storage or handling.

SECTION 6 : HAZARD COMMUNICATION**Product Identifier**

- .1 "Product identifier" means the name or number used for a hazardous chemical on a label or in the SDS.
2. It provides a unique means by which the user can identify the chemical.
3. The product identifier used shall permit cross-references to be made among :
 - i. The list of hazardous chemicals,
 - ii. The label and
 - iii. The safety data sheets (SDS).

Pyrophoric Gas

1. "Pyrophoric gas" means a chemical in a gaseous state that will ignite spontaneously in air at a temperature of 130 degrees F (54.4 degrees C) or below.

Responsible Party

1. "Responsible party" means someone who can provide additional information on the hazardous chemical and appropriate emergency procedures, if necessary.

Safety Data Sheet (SDS)

1. "Safety data sheet (SDS)" means written or printed material concerning a hazardous chemical.

SECTION 6 : HAZARD COMMUNICATION

Signal Word

1. "Signal word" means a word used to indicate the relative level of severity of hazard and alert the reader to a potential hazard on the label.
2. The signal words used are :
 - i. Danger, and
 - ii. Warning.
3. "Danger" is used for the more severe hazards, while "warning" is used for the less severe.

Simple Asphyxiant

1. "Simple asphyxiant" means a substance or mixture that displaces oxygen in the ambient atmosphere, and
 - i. Can thus cause oxygen deprivation in those who are exposed, leading to unconsciousness and death.

Specific Chemical Identity

1. "Specific chemical identity" means :
 - i. The chemical name,
 - ii. Chemical Abstracts Service (CAS) Registry Number, or
 - iii. Any other information that reveals the precise chemical designation of the substance.

Use

1. "Use" means to package, handle, react, emit, extract, generate as a byproduct, or transfer.

Work Area

1. "Work area" means a room or defined space in a workplace where hazardous chemicals are produced or used, and where employees are present.

SECTION 6 : HAZARD COMMUNICATION***Hazard Classification******Classifying Chemicals***

1. Chemical manufacturers and importers shall evaluate chemicals produced in their workplaces or imported by them to classify the chemicals.
2. For each chemical, the chemical manufacturer or importer shall determine the hazard classes, and
 - i. Where appropriate, the category of each class that apply to the chemical being classified.
3. Employers are not required to classify chemicals,
 - i. Unless they choose not to rely on the classification performed by the chemical manufacturer or importer for the chemical to satisfy this requirement.

Research

1. Chemical manufacturers, importers or employers classifying chemicals :
 - i. Shall identify and consider the full range of available scientific literature and other evidence concerning the potential hazards.
2. There is no requirement to test the chemical to determine how to classify its hazards.

SECTION 6 : HAZARD COMMUNICATION

Mixtures


1. Chemical manufacturers, importers, or employers evaluating chemicals :
 - i. Shall classify the hazards of the chemicals,
 - ii. Including determinations regarding when mixtures of the classified chemicals are covered.
2. When classifying mixtures they produce or import, chemical manufacturers and importers of mixtures :
 - i. May rely on the information provided on the current safety data sheets of the individual ingredients,
 - ii. Except where the chemical manufacturer or importer knows, or in the exercise of reasonable diligence should know, that the safety data sheet misstates or omits information.

Written Hazard Communication Program

Develop, Implement, and Maintain, a Written Program


1. Employers shall develop, implement, and maintain at each workplace,
 - i. A written hazard communication program.
2. This program shall describe how the criteria will be met for :
 - i. Labels and other forms of warning,
 - ii. Safety data sheets, and
 - iii. Employee information and training.

A List of the Hazardous Chemicals

1. Create a list of the hazardous chemicals known to be present using a product identifier that is referenced on the appropriate safety data sheet.
 2. The list may be compiled for the workplace as a whole or for individual work areas.
-  → Use the *SDS List* form in Appendix B.

SECTION 6 : HAZARD COMMUNICATION

Non - Routine Tasks

1. Inform employees and contractors of the hazards of non - routine tasks.
 → Use the *Non-Routine Work Request* form in Appendix B.

Unlabeled Pipes

1. Inform employees of the hazards associated with chemicals contained in unlabeled pipes in their work areas.

Multi - Employer Workplaces

1. Employers who produce, use, or store hazardous chemicals at a workplace in such a way that the employees of other employer(s) may be exposed :
 - i. For example, employees of a construction contractor working on - site,
 - ii. Shall additionally ensure that the hazard communication programs are developed and implemented.
2. The methods the employer will use to provide the other employer(s) on - site access to safety data sheets for each hazardous chemical the other employer(s)' employees may be exposed to while working.
 - i. Provide copies of the SDSs to contractors and/or vendors, as needed.
 - ii. Obtain copies of the SDSs from contractors and vendors who provide service.

SECTION 6 : HAZARD COMMUNICATION

Multi - Employer Workplaces

1. The methods the employer will use to inform the other employer(s) of any precautionary measures that need to be taken to protect employees during the workplace's normal operating conditions and in foreseeable emergencies.
 - i. If needed, conduct a pre-job safety meeting with the affected employer(s).
 - ii. Coordinate activities and workareas.
2. The methods the employer will use to inform the other employer(s) of the labeling system used in the workplace.
 - i. Clearly label all chemical containers.
 - ii. If needed, provide additional information to the affected employer(s).

Program Available, Upon Request

1. The employer shall make the written hazard communication program available, upon request, to :
 - i. Employees,
 - ii. Their designated representatives, and
 - iii. OSHA.

Traveling Employees

1. Where employees must travel between workplaces during a workshift,
 - i. Such as their work is carried out at more than one geographical location,
 - ii. The written hazard communication program may be kept at the primary workplace facility.

SECTION 6 : HAZARD COMMUNICATION

Labels and Other Forms of Warning

Labels on Shipped Containers

1. The chemical manufacturer, importer, or distributor shall ensure that each container of hazardous chemicals leaving the workplace is :
 - i. Labeled,
 - ii. Tagged, or
 - iii. Marked.
2. Hazards Not Otherwise Classified (HNOC) do not have to be addressed on the container.

Label Elements

Required Information

1. Where the chemical manufacturer or importer is required to label, tag or mark the following shall be provided :
 - i. Product identifier,
 - ii. Signal word,
 - iii. Hazard statement(s),
 - iv. Pictogram(s),
 - v. Precautionary statement(s), and
 - vi. Name, address, and telephone number of the chemical manufacturer, importer, or other responsible party.

Label Information Provided

1. The chemical manufacturer, importer, or distributor shall ensure that the information provided,
 - i. Is prominently displayed, and
 - ii. In English.
2. Other languages may also be included if appropriate.
3. The chemical manufacturer, importer, or distributor shall ensure that the information provided, is located together on the label, tag, or mark.

SECTION 6 : HAZARD COMMUNICATION**Workplace
Labeling**

The employer shall ensure that each container of chemicals in the workplace is labeled, tagged or marked with either :

1. The information specified for labels on shipped containers, or
2. Product identifier and words, pictures, symbols, or combination thereof,
 - i. Which provide at least general information regarding the hazards of the chemicals, and
 - ii. Which, in conjunction with the other information immediately available to employees under the hazard communication program,
 - iii. Will provide employees with the specific information regarding the physical and health hazards of the hazardous chemical.

**Portable
Containers**

1. The employer is not required to label portable containers,
 - i. Into which hazardous chemicals are transferred from labeled containers, and
 - ii. Which are intended only for the immediate use of the employee who performs the transfer.

SECTION 6 : HAZARD COMMUNICATION

Label *Employer Responsibilities*

1. The employer shall not remove or deface existing labels on incoming containers of hazardous chemicals,
 - i. Unless the container is immediately marked with the required information.
2. The employer shall ensure that workplace labels or other forms of warning are :
 - i. Legible,
 - ii. In English, and
 - iii. Prominently displayed on the container, or readily available in the work area throughout each work shift.
3. Employers having employees who speak other languages may add the information in their language to the material presented, as long as the information is presented in English as well.

Revising Labels

1. Chemical manufacturers, importers, distributors, or employers who become newly aware of any significant information regarding the hazards of a chemical,
 - i. Shall revise the labels for the chemical within six months of becoming aware of the new information, and
 - ii. Shall ensure that labels on containers of hazardous chemicals shipped after that time contain the new information.
2. If the chemical is not currently produced or imported,
 - i. The chemical manufacturer, importer, distributor, or employer
 - ii. Shall add the information to the label before the chemical is shipped or introduced into the workplace again.

SECTION 6 : HAZARD COMMUNICATION

Accident Prevention Tags

Use

1. Tags shall be used :
 - i. As a means to prevent accidental injury or illness;
 - ii. To employees who are exposed;
 - iii. To hazardous or potentially hazardous conditions, equipment or operations;
 - iv. Which are out of the ordinary, unexpected or not readily apparent.
2. Tags shall be used until such time as the identified hazard is eliminated or the hazardous operation is completed.
3. Tags need not be used where signs, guarding or other positive means of protection are being used.

Accident Prevention Tags

General Tag Criteria

1. The signal word shall be readable at a minimum distance of five feet (1.52 m) or such greater distance as warranted by the hazard.
2. Tags shall be affixed as close as safely possible to their respective hazards by a positive means such as string, wire, or adhesive that prevents their loss or unintentional removal.

Hazard Warning

Post Signs and Labels to Inform Employees and Guests of . . .


1. Biological Hazards,
2. Hot Hazards,
3. Chemical Hazards,
4. PPE Usage Requirements,
5. Authorized Areas, and
6. Other Physical and Health Hazards.

SECTION 6 : HAZARD COMMUNICATION

Safety Data Sheets (SDS)**Chemical
Manufacturers
and Importers**

1. Chemical manufacturers and importers shall obtain or develop a safety data sheet for each hazardous chemical they produce or import.
2. The chemical manufacturer or importer preparing the safety data sheet shall ensure that it is in English,
 - i. Although the employer may maintain copies in other languages as well.

Employers

1. Maintain a safety data sheet in the workplace for each hazardous chemical used.
-  → Use the *SDS Inventory Worksheet* form in Appendix B.

**Safety Data
Sheets**

1. The safety data sheet shall include at least the following section numbers and headings, and associated information under each heading, in the order listed :
 - i. Section 1, Identification.
 - ii. Section 2, Hazard(s) identification.
 - iii. Section 3, Composition/information on ingredients.
 - iv. Section 4, First-aid measures.
 - v. Section 5, Fire-fighting measures.
 - vi. Section 6, Accidental release measure.
 - vii. Section 7, Handling and storage.
 - viii. Section 8, Exposure controls/personal protection.
 - ix. Section 9, Physical and chemical properties.
 - x. Section 10, Stability and reactivity.
 - xi. Section 11, Toxicological information.
 - xii. Section 12, Ecological information.
 - xiii. Section 13, Disposal considerations.
 - xiv. Section 14, Transport information.
 - xv. Section 15, Regulatory information; and
 - xvi. Section 16, Other information, including date of preparation or last revision.

SECTION 6 : HAZARD COMMUNICATION***If No Relevant
Information
Found***

1. If no relevant information is found for any sub-heading within a section on the safety data sheet,
 - i. The chemical manufacturer, importer or employer preparing the safety data sheet,
 - ii. Shall mark it to indicate that no applicable information was found.

Complex Mixtures

1. Where complex mixtures have similar hazards and contents,
 - i. Such as the chemical ingredients are essentially the same, but the specific composition varies from mixture to mixture,
 - ii. The chemical manufacturer, importer or employer may prepare one safety data sheet to apply to all of these similar mixtures.

***Information
Provided
Accurately
Reflects the
Scientific
Evidence***

1. The chemical manufacturer, importer or employer preparing the safety data sheet shall ensure that the information provided accurately reflects the scientific evidence used in making the hazard classification.
2. If the chemical manufacturer, importer or employer preparing the safety data sheet,
 - i. Becomes newly aware of any significant information regarding the hazards of a chemical, or
 - ii. Ways to protect against the hazards, then
 - iii. This new information shall be added to the safety data sheet within three months.
3. If the chemical is not currently being produced or imported, the chemical manufacturer or importer shall add the information to the safety data sheet before the chemical is introduced into the workplace again.

SECTION 6 : HAZARD COMMUNICATION

Providing SDS

*Chemical
Manufacturers or
Importers*

1. Chemical manufacturers or distributors shall ensure that employers are provided an appropriate safety data sheet :
 - i. With their initial shipment, and
 - ii. With the first shipment after a safety data sheet is updated.
2. The chemical manufacturer or distributors shall either provide safety data sheets :
 - i. With the shipped containers or
 - ii. Send them to the employer prior to or at the time of the shipment.
3. If the safety data sheet is not provided with a shipment that has been labeled as a hazardous chemical,
 - i. The employer shall obtain one from the chemical manufacturer or distributors as soon as possible.
4. The chemical manufacturer or distributors shall also provide employers with a safety data sheet upon request.

SDS

Readily Accessible

1. The employer shall maintain in the workplace copies of the required safety data sheets for each hazardous chemical, and
 - i. Shall ensure that they are readily accessible during each work shift to employees when they are in their work area(s).
2. Electronic access and other alternatives to maintaining paper copies of the safety data sheets are permitted as long as no barriers to immediate employee access in each workplace are created by such options.

SECTION 6 : HAZARD COMMUNICATION

Traveling Employees

1. Where employees must travel between workplaces during a workshift, i.e., their work is carried out at more than one geographical location,
 - i. The safety data sheets may be kept at the primary workplace facility.
2. In this situation, the employer shall ensure that employees can immediately obtain the required information in an emergency.

Hazards of a Process

1. Safety data sheets may be kept in any form, including operating procedures, and
 - i. May be designed to cover groups of hazardous chemicals in a work area,
 - ii. Where it may be more appropriate to address the hazards of a process rather than individual hazardous chemicals.
2. However, the employer shall ensure that in all cases the required information is provided for each hazardous chemical, and is readily accessible during each work shift to employees when they are in their work area(s).

Readily Available

OSHA

1. Safety data sheets shall also be made readily available, upon request, to designated representatives, of OSHA.

SECTION 6 : HAZARD COMMUNICATION***Effective Dates******June 1, 2015***







1. Chemical manufacturers, importers, distributors, and employers shall be in compliance with all modified provisions of this section no later than June 1, 2015, except :
 - i. After December 1, 2015, the distributor shall not ship containers labeled by the chemical manufacturer or importer unless the label has been modified to comply with this section.
 - ii. All employers shall, as necessary, update any alternative workplace labeling used, update the hazard communication program, and provide any additional employee training for newly identified physical or health hazards no later than June 1, 2016.

SECTION 7 : BLOODBORNE PATHOGENS

This section of the safety program serves as the Exposure Control Plan for Bloodborne Pathogens. This section applies to any employee with occupational exposure to blood or other potentially infectious materials. OSHA concludes that this exposure can be minimized or eliminated using a combination of:

Engineering Controls	Work Practice Controls
Medical Surveillance	Personal Protective Clothing and Equipment
Hepatitis B Vaccination	Training
Signs and Labels	And Other Provisions

There are no technological barriers associated with this section.

	pg. B6	<i>Bloodborne Pathogens</i>
	pg. B11	<i>Employee Exposure Record</i>
	pg. B15	<i>Hepatitis B Exposure Incident</i>
	pg. B16	<i>Hepatitis B Vaccination Record</i>
	pg. B17	<i>Hepatitis B Vaccine Declination</i>
	pg. B25	<i>Request for Training Records</i>

Purpose

The purpose of the Exposure Control Plan is to eliminate or minimize occupational exposure to :

1. Hepatitis B Virus (HBV), a serious liver disease
2. Human Immunodeficiency Syndrome (HIV), which causes Acquired Immunodeficiency Syndrome (AIDS), and
3. Other bloodborne pathogens.

SECTION 7 : BLOODBORNE PATHOGENS

Exposure Control Plan

In Writing

1. The Exposure Control Plan shall be in writing and contain at least the following elements:
 - i. An exposure determination of all job classifications.
 - ii. The schedule and method of implementation.
 - iii. The procedure for the evaluation of exposure incidents.

Exposure Control Plan

Annual Review

1. The Exposure Control Plan shall be reviewed and updated at least annually, and
2. Whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.
3. The review and update of such plans shall also:
 - i. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens; and
 - ii. Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

Exposure Control Plan

Employee Input

1. An employer, who is required to establish an Exposure Control Plan shall solicit input from non-managerial employees responsible for direct person care who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document the solicitation in the Exposure Control Plan.

Abbreviations

CDC

1. Center for Disease Control.

SECTION 7 : BLOODBORNE PATHOGENS

HBIG

1. Hepatitis B Immune Globulin, part of the post-incident vaccination series.

HBV

1. Hepatitis B Virus

HIV

1. Human Immunodeficiency Virus

Definitions

Blood

1. Human blood, human blood components, and products made from blood.

Contaminated

1. The actual or the reasonably anticipated presence of blood or other potentially infectious materials.

Contaminated Sharps

1. Means any contaminated object that can penetrate the skin including, but not limited to, needles, scalpels, broken glass, broken capillary tubes, and exposed ends of wires.

Decontamination

1. The use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles.

Engineering Controls

1. Means controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needleless systems) that isolate or remove the bloodborne pathogens hazard from the workplace.

SECTION 7 : BLOODBORNE PATHOGENS

Exposure Incident

1. Means a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.

Epidemiology

1. The division of medical science which defines and explains the interrelationships of the host, agent, and environment in causing disease.

Inoculation

1. The process of injecting microorganisms or toxic materials into the body.

Microorganism

1. A tiny living body not visible to the naked eye, refers to viruses as well as bacterial and fungi.

Needleless Systems

1. Means a device that does not use needles for :
 - i. The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established;
 - ii. The administration of medication or fluids; or
 - iii. Any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

Other Potentially Infectious Materials

1. The following human body fluids:
 - i. Semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures,
 - ii. Any body fluid that is visibly contaminated with blood, and
 - iii. All body fluids in situations where it is difficult or impossible to differentiate between body fluids.
2. Any unfixed tissue or organ (other than intact skin) from a human being (living or dead).

SECTION 7 : BLOODBORNE PATHOGENS

Sharps with Engineered Sharps Injury Protections

1. Means a nonneedle sharp or a needle device used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, with a built-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

Sterilize

1. Means the use of a physical or chemical procedure to destroy all microbial life.

Introduction

Certain microorganisms can be found in the blood of infected people. OSHA is referring to these microorganisms as *bloodborne pathogens* and to the diseases that develop from these microorganisms, as *bloodborne diseases*.

Infected individuals may transmit these bloodborne pathogens to other individuals by blood or certain other body fluids, for example, when you rub your eye with contaminated fingers.

The two most significant bloodborne pathogens are the hepatitis B virus (HBV) and the human immunodeficiency virus (HIV). In addition, there are other bloodborne diseases, such as hepatitis C, syphilis, and malaria.

Health Effects of Hepatitis B Virus (HBV)

Hepatitis B Virus (HBV)

Epidemiology

1. The breakdown of the general population ever infected is:
 - i. Caucasian people: 3 - 4%
 - ii. African American people: 13 - 14%
 - iii. Foreign born Asians: over 50%. Most Asians are infected during childhood years.
2. It is especially prevalent in certain "high risk" groups defined by occupation and lifestyle.

SECTION 7 : BLOODBORNE PATHOGENS

Hepatitis B Virus The Disease

*Infection Can
Produce Two Types
of Outcomes: Acute
and Chronic.*

Acute Hepatitis B

1. The most frequent response is *Self-Limiting Acute Hepatitis B*.
2. The antibodies produced destroy the liver cells containing the virus, resulting in lifetime immunity against reinfection.
3. The destruction of liver cells may lead to *Clinically Apparent Acute Hepatitis B*.
 - i. About one third have no symptoms;
 - ii. One third have a mild course of a flu-like illness; and
 - iii. One third experience jaundice, dark urine, extreme fatigue, nausea, anorexia, abdominal pain, and sometimes joint pain, rash and fever.
 - iv. 1 to 2 % of reported acute hepatitis B cases are fatal.

Chronic Hepatitis B Virus Carriers

1. 6-10% of infected adults cannot clear the virus and become carriers.
2. Liver cancer usually develops after a period of 20 - 60 years. Patients will probably die within four to six months after diagnosis of liver cancer.

Hepatitis B Virus

The Facts

1. Approximately **8,700 U.S. healthcare workers are infected annually**. This causes:
 - i. 2,100 cases of Clinically Apparent Acute Hepatitis B,
 - ii. 400 - 440 hospitalizations, and
 - iii. About 200 deaths.
2. **One milliliter (ml) of contaminated blood may contain 100 million infectious doses.**
3. The Center of Disease Control (CDC) estimates that approximately 1 in 12 cases of Hepatitis B is actually reported.

SECTION 7 : BLOODBORNE PATHOGENS

Hepatitis B Virus

The Source of Contamination

1. Blood and blood-derived body fluids contain the highest quantities of virus and are the most likely vehicles for HBV transmission.
2. Other body fluids, i.e. saliva and semen, contain a 1000 times lower concentration.
3. Only small quantities of the virus are found in urine or feces, unless they are visibly contaminated with blood.

HBV : The Method of Transmission

There are 6 Methods of Transmission :

1. Parenteral.
2. Mucous membranes.
3. Sexual transmission.
4. Non-sexual contacts.
5. Perinatal.
6. Environmental Surfaces.

Parenteral

1. The most effective mode is *parenteral* (directly through the skin barrier). Examples : Needlesticks, cuts, abrasions, and human bites.
2. Note: Not all bites that occur in a workplace would be considered occupational exposure. For instance, if two coworkers fight in the workplace, and one bites the other, this is not occupational exposure for either worker since neither is expected to incur bites as part of their jobs.

SECTION 7 : BLOODBORNE PATHOGENS

Mucous Membranes

1. *Mucous membrane* infections occur in less apparent ways.
 - i. Splashes into the eyes or mouth.
 - ii. Preexisting scratches on hands from injuries or from dermatitis.
2. Although wearing gloves will not stop direct puncture injuries, it is an effective a barrier between your hands and blood or an open lesion.

Sexual Transmission

1. *Sexual transmission* is an effective transmission method.
2. The virus has been found in both semen and vaginal secretions.
3. Approximately 30% of spouses or partners have become infected.

Non-Sexual Contacts

1. *Non-sexual family contacts* with HBV carriers have about a 40-60% risk of infection.

Perinatal

1. *Perinatal transmission* (infected mother to child) will infect 70-90% of newborn babies, most of whom will become chronic HBV carriers.

Environmental Surfaces

*HBV
Survival Rate*

1. The virus can survive for **at least one week**, dried at room temperature, on environmental surfaces.
2. Transmission from being exposed to contaminated surfaces has been documented.

SECTION 7 : BLOODBORNE PATHOGENS

Health Effects of Human Immunodeficiency Virus (HIV)

Human Immunodeficiency Virus (HIV)

Epidemiology

1. In June of 1981, the first Acquired Immunodeficiency Syndrome (AIDS) cases were reported in the United States.
2. In the first ten years, there were 186,895 reported cases of AIDS.
3. There are reports of at least 65 healthcare workers who apparently were infected with HIV through occupational exposure.
4. 24 out of these 65 cases were researched and 4 of those cases has developed into AIDS.

HIV The Disease

*HIV Infection
Ultimately Destroys
the Immune
System.*

*The CDC Has
Identified Several
Stages of the
Disease.*

1. **Group I** : Within a month, the signs and symptoms can include fever, muscle and joint pains, diarrhea, fatigue, and rash.
2. **Group II** : Antibodies appear within six to twelve weeks after exposure. **Most of these individuals show no symptoms for months to years following infection. However, they can transmit the virus to others throughout this time.**
3. **Group III** : Some patients will develop a lymph node disease that lasts more than three months.
4. **Group IV** : Most individuals who are infected with HIV will eventually develop AIDS. Some of these patients may experience *HIV "wasting syndrome"* which may be characterized by severe, involuntary weight loss, diarrhea, weakness, and fever for 30 days or longer. This syndrome in and of itself may result in death.

SECTION 7 : BLOODBORNE PATHOGENS

HIV The Source of Contamination

1. Found in human blood, semen, breast milk, vaginal secretions, saliva, tears, and urine.
2. Only blood, semen, vaginal secretions and breast milk transmit the virus.

HIV : The Method of Transmission

Documented HIV Transmission Methods Include:

1. Sexual intercourse with an HIV-infected person.
2. Using contaminated needles.
3. Parenteral, mucous membrane, or non-intact skin contact.
4. Receiving transplants or blood transfusions.
5. Through semen used for artificial insemination.
6. From mother to fetus.

HIV Is Not Transmitted by Casual Contact.

Studies produce no evidence that HIV was transmitted :

1. By shaking hands and talking.
2. By sharing food, eating utensils, drinking glasses, or towels.
3. By sharing the same house or household facilities.
4. By "personal interactions expected of family members".

SECTION 7 : BLOODBORNE PATHOGENS

Other Bloodborne Pathogens

Other Hepatitis Viruses

1. *Hepatitis A* is spread by human waste.
2. *Delta Hepatitis* increases the severity of liver disease.
3. *Hepatitis E* occurs in parts of Mexico, Asia, and Africa .
4. *Hepatitis C* is transmitted by needle sharing and by blood transfusion. In 1990, a testing procedure was developed to identify the virus.

Syphilis

1. A sexually transmitted disease.
2. 35 thousand cases were reported in 1987.
3. After 10 to 90 days, a single lesion usually appears, which heals in a few weeks.
4. The second stage is characterized by rash and fever.
5. One-third of the patients progress into a third stage, which has high mortality rates.

Malaria

1. A potentially fatal, mosquito-borne infection.
2. Characterized by attacks of fever, chills, and anemia.
3. 950 cases were reported in the U.S. in 1987.
4. Malaria is an important health risk to Americans who travel to high risk areas.

SECTION 7 : BLOODBORNE PATHOGENS

Babesiosis

1. A tick-borne disease which is similar to malaria.
2. It is endemic in certain islands off the New England coast.

Brucellosis

1. Associated with ingestion of unpasteurized dairy products or exposure to livestock.
2. 129 cases were reported. Patients have fevers, weakness, sweats, and joint pains.

Leptospirosis

1. A prolonged illness characterized by fever, rash, and occasionally jaundice. It usually resolves within 1 to 2 weeks.
2. It is typically acquired by contact with the urine of infected animals, including cattle, swine, and dogs.
3. 43 cases were reported in 1987.

Colorado Tick Fever

1. Caused by a tick-borne virus.
2. Within three to fourteen days following tick exposures, the patient experiences fever, chills, headache, and muscle and back aches.
3. Several hundred cases are reported annually.

Relapsing Fever

1. A disease, transmitted by lice or ticks, characterized by recurring fever episodes.
2. A few cases of tick-borne relapsing fever have been reported in the western U.S.

SECTION 7 : BLOODBORNE PATHOGENS

Creutzfeldt-Jakob Disease

1. A rare brain disease with worldwide distribution.

Human T-Lymphotropic Virus Type I

1. It is endemic in Japan, the Caribbean, and Africa, but it is also found in United States IV drug users.

Viral Hemorrhagic

1. Caused by several viruses not native to the U.S., but very rarely introduced by travelers coming from abroad.

Exposure Determination

The Exposure Determination

Shall Consist of the Following :

1. A list of all job classifications in which all employees in those job classification have occupational exposure.
 2. A list of job classifications in which some employees have occupational exposure.
 3. A list of all tasks and procedures that are performed by employees in those job classifications.
 4. The exposure determination shall be made without regard to the use of personal protective equipment.
- 📄→Use the *Bloodborne Pathogens* form in Appendix B.

"Good Samaritan" Acts

1. "Good Samaritan" acts are excluded from the "Bloodborne Pathogens" standard. However, use standard precautions, such as wearing gloves and washing with soap and water.

SECTION 7 : BLOODBORNE PATHOGENS

Exposure Control and Safe Work Practices

Universal Precautions

ALL Body Fluids Shall Be Considered Potentially Infectious Materials.

1. An approach to infection control, where all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other bloodborne pathogens.
2. Universal Precautions shall be observed to prevent contact with blood or other potentially infectious materials.
3. The hierarchy specifies that engineering controls and work practices are to be used in preference to PPE.
4. Employees who are not vaccinated for the Hepatitis B virus should :
 - i. utilize as many engineering and work practice controls as possible.
 - ii. use as much personal protective equipment as practical in order to minimize the risk of exposure.

Handwashing

OSHA Has Long Recognized Handwashing as a Major Precept of Infection Control.

1. Employees should wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following the contact of body areas or inanimate objects with blood or other potentially infectious materials.
2. Because gloves may not provide complete protection, you should always wash your hands after removing your gloves.
3. Handwashing facilities shall be readily accessible to employees. When provision of handwashing facilities is not feasible, then the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes.
4. When antiseptic hand cleansers or towelettes are used, hands shall be washed with soap and running water as soon as feasible.

SECTION 7 : BLOODBORNE PATHOGENS

Engineering Controls

*For Example,
Sharps Disposal
Containers and
Self-sheathing
Needles*

In general, engineering controls :

1. Either remove the source(s) of the hazard or isolates the worker from exposure.
2. Encompass process or equipment redesign, process or equipment enclosure (i.e., biosafety cabinets), and employee isolation.
3. Do not rely on the employee to take self protective action.
4. Are subject only, in some cases, to periodic replacement or preventative maintenance.
5. Must be reviewed periodically.

Work Practice Controls

1. Often change the procedure for various tasks performed.
2. While work practice controls also act on the source of the hazard, the effectiveness depends upon the behavior of both the employer and employee.

Safe Work Practices

Employee

1. Wash hands before eating, drinking, smoking, applying cosmetics, and handling contact lenses.
2. Other personal habits which involve hand to face contact, such as nail biting, should also be avoided.
3. Employees with exudative lesions or weeping dermatitis should refrain from all direct person care.

SECTION 7 : BLOODBORNE PATHOGENS

Safe Work Practices

Sanitation

1. Eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lenses are prohibited in work areas where there is a reasonable likelihood of occupational exposure.
2. Food and drink shall not be kept in refrigerators, freezers, shelves, cabinets or on countertops or benchtops where blood or other potentially infectious materials are present.

Safe Work Practices

Procedures

1. All procedures involving blood or other potentially infectious materials shall be performed in such a manner as to minimize splashing, spraying, spattering, and generation of droplets of these substances.
2. Mouth pipetting/suctioning of blood or other potentially infectious materials is prohibited.
3. Specimens of blood or other potentially infectious materials shall be placed in a container which prevents leakage during collection, handling, processing, storage, transport, or shipping.

PPE : Usage

1. PPE shall be worn when it can be reasonably anticipated that the employee may have bodily contact with blood, other potentially infectious materials, mucous membranes, and non-intact skin, and when handling or touching contaminated items or surfaces.
2. PPE should serve as an effective barrier between the infectious material and the worker.
3. If an employee declines to use PPE, the circumstances shall be investigated and documented.
4. All PPE shall be placed in an appropriately designated container for disposal.

SECTION 7 : BLOODBORNE PATHOGENS

PPE

Availability

1. Types Available :
 - i. Gloves : Disposable, utility, and examination gloves
 - ii. Face : Face shields, CPR masks
 - iii. Eyes : Eyewear with sideshields

PPE : Facts and Figures

1. OSHA concludes that a 75% reduction in contamination incidents is likely when PPE is used in a manner consistent with the above requirements.
2. A study of a HBV laboratory found the virus on the outside of 6 out of the 11 containers. The gloves and bare hands of three employees were also sampled: Two of the three samples taken, including one from a bare hand, were positive for the HBV virus.

Decontamination and Sterilization

Decontamination and Sterilization

Minimum Requirements

1. Any sterilization or disinfection procedure using a sterilizing agent or high level disinfectant will kill the virus if used as directed.
2. Dilute solutions (1:10 to 1:100) of sodium hypochlorite (household bleach) are particularly effective if used properly, and inexpensive, although they may be corrosive or damaging to certain materials.
3. A 70% solution of isopropyl alcohol is effective if the equipment can be immersed in the solution for a minimum of ten minutes.
4. Certain low-level "germicides", such as quaternary ammonium compounds, are not considered to be effective against the virus.
5. Set contaminated objects aside in a secured, labeled area for at least two weeks. Clean via normal procedures before reusing.

SECTION 7 : BLOODBORNE PATHOGENS

Housekeeping Guidelines

Spills

Cleanup Procedure

1. Secure the area to prevent unauthorized people from possible contamination. Notify the Supervisor or Spill Response Team.
2. Get the disposal container, tools and PPE. Put on sufficient PPE before attempting to clean up the area.
3. If possible, use mechanical tools, i.e. dustpan or tongs, to pick up contaminated objects and disposing into the regulated container.
4. Decontaminate the surrounding area, objects and tools.
5. Dispose of anything that cannot be decontaminated in the regulated container.
6. Carefully remove PPE and discard into the regulated container.

Housekeeping Schedule

1. The employer shall determine and implement an appropriate written schedule for cleaning and method of decontamination, type of surface to be cleaned, type of soil present, and tasks or procedures being performed in the area.
2. All equipment and environmental and working surfaces shall be cleaned and decontaminated after contact with blood or other potentially infectious materials.

Contaminated Items

Broken Glassware

1. Broken glassware which may be contaminated shall not be picked up directly with the hands.
2. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, or forceps.
3. Carefully place into the sharps container.

SECTION 7 : BLOODBORNE PATHOGENS

Contaminated Needles and Other Sharps

1. Contaminated needles and other contaminated sharps shall not be bent, recapped, sheared, broken, or removed.
2. A study of needlestick injuries among hospital personnel found that 70% occurred after use but before disposal of the devices.
3. Do not reuse any contaminated sharps.

Contaminated Equipment

1. Equipment which may become contaminated with blood or other potentially infectious materials shall be examined prior to servicing or shipping and shall be decontaminated as necessary, unless the employer can demonstrate that decontamination of such equipment or portions of such equipment is not feasible.
2. A readily observable label shall be attached to the equipment stating which portions remain contaminated.
3. The employer shall ensure that this information is conveyed to all affected employees, the servicing representative, and/or the manufacturer, as appropriate, prior to handling, servicing, or shipping so that appropriate precautions will be taken.

Contaminated PPE

1. PPE shall be replaced as soon as practical when contaminated or when its ability to function as a barrier is compromised.
2. All PPE shall be removed prior to leaving the work area, in a manner which minimizes contact with unprotected body parts.
3. Do not reuse any contaminated PPE.

SECTION 7 : BLOODBORNE PATHOGENS

Removing Contaminated PPE

1. While wearing gloves, remove eyewear, masks and gown by touching only the protective equipment. Avoid touching your skin or clean clothing.
2. Place in the regulated container.
3. To remove gloves :
 - i. Use one hand to hold the outside of glove and carefully remove it from your hand.
 - ii. Hold the glove like a ball, in the palm of your gloved hand.
 - iii. Slide your other hand between your gloved hand and the glove.
 - iv. Remove the glove by holding the inside of the glove and turning the glove inside-out.
4. Place in the regulated container and wash your hands.

Contaminated Laundry

*OSHA Believes
Home Laundering
Could Help Spread
the Contaminants to
Non-work
Environments.*

*It Is Also
Recommended to
Remove All Other
Street Clothes as
Soon as Feasible
after Leaving Work.*

1. If a garment is contaminated, the garment shall be removed immediately or as soon as feasible.
2. Contaminated laundry shall be handled as little as possible with a minimum of agitation.
3. Contaminated laundry shall be bagged or containerized at the location where it was used and shall not be sorted or rinsed.
4. Contaminated laundry shall be placed and transported in bags or containers labeled or color-coded.
5. Whenever contaminated laundry is wet and presents a reasonable likelihood of soak-through of or leakage from the bag or container, the laundry shall be placed and transported in bags or containers which prevent soak-through and/or leakage of fluids to the exterior.

SECTION 7 : BLOODBORNE PATHOGENS

Regulated Wastes

1. Regulated waste means contaminated sharps plus any liquid, semi-liquid, dry caked blood, or other potentially infectious materials that could be released, if compressed.
2. If the blood is contained within the gauze material of band-aids or other products, you can dispose of this waste via regular trash collection procedures.
3. Disposal of all regulated waste shall be in accordance with EPA regulation 40 CFR 259.

Regulated Waste Containers

1. Primary Container shall be :
 - i. Closable.
 - ii. Puncture resistant.
 - iii. Constructed to contain all contents and prevent leakage.
 - iv. Labeled with Biohazard Symbol or color-coded.
 - v. Closed prior to removal from the area.
2. If the container's outside surface becomes contaminated, that container shall be placed within a new primary container.
3. During use, containers for contaminated sharps shall be :
 - i. Easily accessible to personnel and located as close as is feasible to the immediate area where sharps are used or can be reasonably anticipated to be found.
 - ii. Maintained upright throughout use.
 - iii. Replaced routinely to prevent overfilling.
 - iv. Containers can be lockable

SECTION 7 : BLOODBORNE PATHOGENS

Hepatitis B Vaccination

Hepatitis B Vaccination

The History

*Unfortunately There
Is No HIV Vaccine.*

*The HBV
Vaccination Is the
Most Important Part
of Any HBV Control
Program.*

1. In 1982 a safe, immunogenic and effective hepatitis B vaccine derived from human plasma was licensed in the U.S.
2. In 1987 a vaccine made from yeast was licensed to replace the plasma-derived vaccine.
3. Approximately 5 percent of individuals given vaccinations do not develop an antibody response and remain susceptible to HBV.
4. Protection against both the illness and the development of the carrier state lasts at least nine years (the duration of the follow-up studies) and perhaps considerably longer.
5. Although antibodies in many individuals will decay below detectable levels within seven years after immunization, if these individuals are exposed to HBV, they develop a rapid antibody response and do not become an HBV carrier.

Hepatitis B Vaccination

The Vaccine

1. The current licensed hepatitis B vaccines are given intramuscularly in the deltoid, in 3 doses over a 6 month period.
2. For persons with normal immune status, ACIP (The Immunization Practices Advisory Committee) has not recommended that a booster dose of hepatitis B vaccine be given after the initial series.

SECTION 7 : BLOODBORNE PATHOGENS

Employer Requirements

The Employer Shall Make Available . . .

1. The hepatitis B vaccine and vaccination series to all employees who have occupational exposure.
2. Post-exposure evaluation and follow-up to all employees who have had an exposure incident.
3. If a routine booster dose(s) of hepatitis B vaccine is recommended by the U.S. Public Health Service at a future date, such booster dose(s) shall be made available.
4. The employer shall not make participation in a pre-screening program a prerequisite for receiving hepatitis B vaccination.

Employer Requirements

Medical Services

The employer shall ensure that all medical evaluations, laboratory tests, and procedures, including the hepatitis B vaccination series and post-exposure evaluation and follow-up, are :

1. Made available at no cost to the employee
2. Made available to the employee at a reasonable time and place
3. Performed by or under the supervision of a licensed physician or another licensed healthcare professional
4. Provided according to recommendations of the U.S. Public Health Service current at the time these evaluations and procedures take place, except as specified here.

SECTION 7 : BLOODBORNE PATHOGENS

Employer Requirements

*Employee
Vaccination
Schedule*

Hepatitis B vaccination shall be made available after the employee has received the training required and within ten (10) working days of initial assignment, to all employees who have occupational exposure unless :

1. The employee has previously received the complete hepatitis B vaccination series,
2. Antibody testing has revealed that the employee is immune, or
3. The vaccine is contraindicated for medical reasons.

→ Use the *Hepatitis B Vaccination Record* form in Appendix B.

Hepatitis B Vaccine Declination

1. If the employee initially declines the hepatitis B vaccination, but at a later date decides to accept the vaccination, then the hepatitis B vaccination shall be given at that time.

2. The employer shall assure that employees who decline to accept HBV vaccinations offered by the employer, sign a statement.

→ Use the *Hepatitis B Vaccine Declination* form in Appendix B.

Post-Exposure Evaluation and Follow-up

Post-Exposure Prophylaxis

*Pre - Exposure
Vaccination Is the
Most Effective
Method for
Preventing HBV
Infection.*

1. 7% to 30% of workers sustaining needlestick puncture injuries became infected if they did not receive post-exposure prophylaxis.
2. Fortunately, effective post-exposure prophylaxis exists for HBV exposures if appropriate protocols are followed.
3. The Immunization Practices Advisory Committee specifies that if the source individual is known to have the HBV,
 - i. The exposed individual should be given the hepatitis B immunoglobulin (HBIG), and
 - ii. The hepatitis B vaccine series should be initiated.

SECTION 7 : BLOODBORNE PATHOGENS

Post-Exposure Evaluation and Follow - Up

Following a report of an exposure incident, the employer shall make immediately available to the exposed employee a confidential medical evaluation and follow-up, including at least the following elements :

1. Documentation of the route(s) of exposure, and the circumstances under which the exposure incident occurred.
 2. Identification and documentation of the source individual.
 3. Collection and testing of blood for HBV and HIV serological status.
 4. Post-exposure prophylaxis.
 5. Counseling.
 6. Evaluation of reported illnesses and exposure incident.
- Use the *Hepatitis B Exposure Incident* form in Appendix B.

Post-Exposure Evaluation and Follow - Up

*Additional
Requirements :*

*Identification and
Documentation of
the Source
Individual*

1. Identify and document the source individual, unless the employer can establish that identification is infeasible or prohibited by state or local law.
2. The source individual's blood shall be tested as soon as feasible and after consent is obtained in order to determine HBV and HIV infectivity. If consent is not obtained, the employer shall establish that legally required consent cannot be obtained.
3. When the source individual is already known to be infected with HBV or HIV, testing need not be repeated.
4. Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable confidential laws.

SECTION 7 : BLOODBORNE PATHOGENS

Post-Exposure Evaluation and Follow-Up

*Additional
Requirements :*

*Collection and
Testing of Blood*

Collection and testing of blood for HBV and HIV serological status:

1. The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.
2. If the employee consents to baseline blood collection, but does not give consent at the time for HIV serologic testing, the sample shall be preserved for at least 90 days.
3. If, within 90 days of the exposure incident, the employee elects to have the baseline sample tested, such testing shall be done.

Information Provided to the Healthcare Professional

1. A copy of 29 CFR 1910.1030.
2. A description of the exposed employee's duties.
3. The route(s) of exposure and the circumstances under which exposure occurred.
4. Results of the source individual blood testing, if available.
5. All relevant medical records.

Healthcare Professional's Written Opinion

1. The employer shall obtain and provide the employee a copy of the evaluating healthcare professional's written opinion within 15 days of the completion of the evaluation.
2. The healthcare professional's written opinion for HBV vaccination shall be limited to whether the vaccination is indicated for an employee, and if the employee has received such vaccination.

SECTION 7 : BLOODBORNE PATHOGENS

Healthcare Professional's Written Opinion

Contents of the Report

1. The healthcare professional's written opinion for post-exposure evaluation shall be limited to the following information:
 - i. That the employee has been informed of the results; and
 - ii. That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.
2. All other findings or diagnoses shall remain confidential and shall not be included in the written report.

Communication



Labels and Signs

1. Warning labels shall be affixed to containers and refrigerators containing blood or other potentially infectious material.
2. Red bags used for laundry containers may be substituted for labels.
3. Decontaminated waste need not be labeled or color-coded.
4. Signs shall be posted at the entrance to work areas where contaminated items are either stored or serviced.

SECTION 7 : BLOODBORNE PATHOGENS

Sharps Injury Log

Contents

1. The employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps.
 2. The information in the sharps injury log shall be recorded and maintained in such manner as to protect the confidentiality of the injured employee.
 3. The sharps injury log shall contain, at a minimum:
 - i. The type and brand of device involved in the incident,
 - ii. The department or work area where the exposure incident occurred, and
 - iii. An explanation of how the incident occurred.
-  → Use the *OSHA 300 Log, OSHA 301* forms.
-  → Use the *Hepatitis B Exposure Incident* form in Appendix B.


Sharps Injury Log


Maintaining

1. The requirement to establish and maintain a sharps injury log shall apply to any employer who is required to maintain a log of occupational injuries and illnesses under 29 CFR 1904.
2. The sharps injury log shall be maintained for the period required by 29 CFR 1904.6.

Availability of Records

1. All forms and medical documents produced within the scope of this section, must be stored in the Employee's Medical File.
2. Employees may have access to these records by submitting an authorization letter.

 → Use the *Employee Exposure Record* form in Appendix B.
3. Employees may have access to the training records of this section.

 → Use the *Request for Training Records* form in Appendix B.

SECTION 8 : LOCKOUT / TAGOUT

This section covers the servicing and maintenance of machines and equipment in which the "unexpected" energization or start up of the machines or equipment or release of stored energy could cause injury to employees.

This section establishes minimum performance requirements for the control of such hazardous energy.

It shall be used to ensure that the machine or equipment is stopped, isolated from all potentially hazardous energy sources, and locked out before employees perform any servicing or maintenance.



pg. B18

Lockout / Tagout Inspection



B19-20

Lockout / Tagout Procedure, Part A and B

Definitions applicable to this section

Affected Employee

An affected employee is any employee :

1. Who operates or uses a machine or piece of equipment on which servicing or maintenance is being performed under lockout or tagout, or
2. Whose job requires them to work in an area in which such servicing or maintenance is being performed.

Authorized Employee

1. A person who locks out or tags out machines or equipment in order to perform servicing or maintenance on that machine or equipment.

SECTION 8 : LOCKOUT / TAGOUT

Capable of Being Locked Out

1. An energy isolating device is capable of being locked out if:
 - i. It has a hasp or other means of attachment to which, or through which, a lock can be affixed, or
 - ii. It has a locking mechanism built into it.
2. Other energy isolating devices are capable of being locked out if lockout can be achieved without the need to dismantle, rebuild, or replace the energy isolating device or permanently alter its energy control capability.

Energized

1. Connected to an energy source or containing residual or stored energy.

Energy Isolating Device

1. A mechanical device that physically prevents the transmission or release of energy, including but not limited to the following:
 - i. A manually operated electrical circuit breaker.
 - ii. A disconnect switch.
 - iii. A manually operated switch by which the conductors of a circuit can be disconnected from all ungrounded supply conductors and, in addition, no pole can be operated independently.
 - iv. A line valve.
 - v. A block.
 - vi. Any similar device used to block or isolate energy.
2. Push buttons, selector switches, and other control circuit type devices are not energy isolating devices.

Energy Source

1. Any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

SECTION 8 : LOCKOUT / TAGOUT

Servicing and/or Maintenance

1. Workplace activities such as constructing, installing, setting up, adjusting, inspecting, modifying, and maintaining and/or servicing machines or equipment.
2. These activities include lubrication, cleaning or unjamming of machines or equipment, and making adjustments or tool changes, where the employee may be exposed to the unexpected energization or startup of the equipment or release of hazardous energy.

Responsibilities

Employer Responsibilities

1. The employer shall establish a program consisting of energy control procedures, employee training, and periodic inspections.
2. Procedures shall be developed, documented, and utilized for the control of potentially hazardous energy.
3. Whenever replacement or major repair, renovation, or modification of a machine or equipment is performed, and whenever new machines or equipment are installed, energy isolating devices for such machine or equipment shall be designed to accept a lockout device.

All Employees

1. All employees are required to comply with the restrictions and limitations imposed upon them during the use of lockout.
2. All employees, upon observing a machine or piece of equipment which is locked out, shall not attempt to start, energize, or use that machine or equipment.

SECTION 8 : LOCKOUT / TAGOUT

Authorized Employees

1. Lockout or tagout shall be performed only by the authorized employees who are performing the servicing or maintenance.
2. The authorized employees are required to perform the lockout in accordance with this procedure.

Scope and Application

Application

Servicing And/Or Maintenance Which Takes Place During Normal Operations

1. An employee is required to remove or bypass a guard or other safety device.
2. An employee is required to place any body part into the point of operation area or where an associated danger zone exists during a machine operating cycle.

This Section Does Not Apply to the Following :

1. Work on cord and plug connected electric equipment for which exposure to the hazards of unexpected energization or start up of the equipment is controlled by the unplugging of the equipment from the energy source and by the plug being under the exclusive control of the employee performing the servicing or maintenance.

SECTION 8 : LOCKOUT / TAGOUT


General Requirements

Lockout / Tagout

1. Use a tagout system if an energy isolating device is not capable of being locked out.
2. Use a lockout system if an energy isolating device is capable of being locked out.
3. Lockout devices and tagout devices :
 - i. Shall be singularly identified.
 - ii. Shall be the only device(s) used for controlling energy.
 - iii. Shall not be used for other purposes.

Periodic Inspection

The Employer Shall Conduct a Periodic Inspection at Least Annually to Ensure That the Procedure and the Requirements of this Section Are Being Followed.

-  → Use the *Lockout/Tagout Inspection* form in Appendix B.
1. The periodic inspection shall be performed by an authorized employee other than the one(s) utilizing the energy control procedure being inspected.
 2. The periodic inspection shall be conducted to correct any deviations or inadequacies identified.
 3. Where lockout is used for energy control, the periodic inspection shall include a review between the inspector and each applicable authorized employee.
 4. Where tagout is used for energy control, the periodic inspection shall include a review between the inspector and each authorized and affected employee.

SECTION 8 : LOCKOUT / TAGOUT

Protective Materials and Hardware

Available Types

1. Types of lockout devices include locks, tags, chains, wedges, key blocks, adapter pins, self-locking fasteners, or other hardware.
2. Tagout devices shall warn against hazardous conditions and shall include a legend such as the following:
 - i. "Do Not Start"
 - ii. "Do Not Open"
 - iii. "Do Not Close"
 - iv. "Do Not Energize"
 - v. "Do Not Operate"

Durability of Devices Used

1. Lockout and tagout devices shall be capable of withstanding the environment to which they are exposed for the maximum period of time that exposure is expected.
2. Tagout devices shall be constructed and printed so that exposure to weather conditions or wet and damp locations will not cause the tag to deteriorate or the message on the tag to become illegible.
3. Tags shall not deteriorate when used in corrosive environments such as areas where acid and alkali chemicals are handled and stored.

Standardization of Devices

1. Lockout and tagout devices shall be standardized within the facility in at least one of the following criteria :
 - i. Color.
 - ii. Shape.
 - iii. Size.
2. Additionally, in the case of tagout devices, print and format shall be standardized.

SECTION 8 : LOCKOUT / TAGOUT

Substantial Devices Required

1. Lockout devices shall be substantial enough to prevent removal without the use of excessive force or unusual techniques, such as with the use of bolt cutters or other metal cutting tools.
2. Tagout devices, including their means of attachment, shall be substantial enough to prevent inadvertent or accidental removal.
3. Tagout device attachment means shall be of a non-reusable type, attachable by hand, self-locking, and non-releasable with a minimum unlocking strength of no less than 50 pounds and having the general design and basic characteristics of being at least equivalent to a one-piece, all environment-tolerant, nylon cable tie.

Additional Tagout Requirements

Full Employee Protection

1. The tagout device shall be attached at the same location that the lockout device would have been attached.
2. Implement additional safety measures, such as the removal of an isolating circuit element, blocking of a controlling switch, opening of an extra disconnecting device, or the removal of a valve handle, to reduce the likelihood of inadvertent energization.


SECTION 8 : LOCKOUT / TAGOUT

Limitations of Tags

1. Tags are essentially warning devices affixed to energy isolating devices and do not provide the physical restraint on those devices that is provided by a lock.
2. When a tag is attached to an energy isolating means, it is not to be removed without authorization of the authorized person responsible for it, and it is never to be bypassed, ignored, or otherwise defeated.
3. Tags must be legible and understandable by all employees.
4. Tags may evoke a false sense of security, and their meaning needs to be understood as part of the overall energy control program.
5. Tags must be securely attached to energy isolating devices so that they cannot be inadvertently or accidentally detached during use.

Sequence of Lockout or Tagout Procedure

1. Preparation for Shutdown

1. Notify all affected employees that servicing or maintenance is required on a machine or piece of equipment and that the machine or equipment must be shut down and locked out.
 2. The authorized employee shall :
 - i. Refer to the *Lockout /Tagout Procedure* forms to identify the type and magnitude of the energy that the machine or equipment utilizes,
 - ii. Understand the hazards of the energy, and
 - iii. Know the methods to control the energy.
-  → Use the *Lockout/Tagout Procedure* forms in Appendix B.

SECTION 8 : LOCKOUT / TAGOUT

2. Machine or Equipment Shutdown

1. An orderly shutdown must be utilized to avoid any additional or increased hazard(s) to employees as a result of the equipment stoppage.
2. If the machine or equipment is operating, shut it down by the normal stopping procedure (depress stop button, open switch, close valve, etc.).
3. De-activate the energy isolating device(s) so that the machine or equipment is isolated from the energy source(s).

3. Lockout or Tagout Device Application

1. Lockout or tagout devices shall be affixed to each energy isolating device by authorized employees.
2. Lockout devices, where used, shall be affixed in a manner that will hold the energy isolating devices in a "safe" or "off" position.
3. Tagout devices, where used, shall be affixed in such a manner as will clearly indicate that the operation or movement of energy isolating devices from the "safe" or "off" position is prohibited.
4. Where a tag cannot be affixed directly to the energy isolating device, the tag shall be located as close as safely possible to the device, in a position that will be immediately obvious to anyone attempting to operate the device.
5. Lock out the energy isolating device(s) with assigned individual lock(s).

SECTION 8 : LOCKOUT / TAGOUT

4. Stored Energy

1. Following the application of lockout or tagout devices to energy isolating devices, all potentially hazardous stored or residual energy shall be relieved, disconnected, restrained, and otherwise rendered safe.
2. If there is a possibility of reaccumulation of stored energy to a hazardous level, verification of isolation shall be continued until the servicing or maintenance is completed, or until the possibility of such accumulation no longer exists.
3. Stored or residual energy (such as that in capacitors, springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.

5. Verification of Isolation

1. Prior to starting work on machines or equipment that have been locked out or tagged out, the authorized employee shall verify that isolation and deenergization of the machine or equipment have been accomplished.
2. Ensure that the equipment is disconnected from the energy source(s) by first checking that no personnel are exposed.
3. Verify the isolation of the equipment by operating the push button or other normal operating control(s) or by testing to make certain the equipment will not operate.
4. Return operating control(s) to neutral or "off" position after verifying the isolation of the equipment.
5. The machine or equipment is now locked out.

SECTION 8 : LOCKOUT / TAGOUT

Restoring Equipment to Service

Preliminary Procedure

*When the Servicing or Maintenance Is Completed **AND BEFORE** the Lockout/tagout Devices Are Removed, the Following Steps Shall Be Taken :*

1. Check the machine or equipment and the immediate area around the machine to ensure that nonessential items have been removed and that the machine or equipment components are operationally intact.
2. Check the work area to ensure that all employees have been safely positioned or removed from the area.
3. Notify affected employees, before lockout or tagout devices are removed and before machines or equipment are energized, that the lockout or tagout devices are going to be removed.
4. Verify that the controls are in neutral.

Procedure

When the Machine or Equipment Is Ready to Return to Normal Operating Condition, the Following Steps Shall Be Taken :

1. Remove the lockout or tagout devices. Note: The removal of some forms of blocking may require reenergization of the machine before safe removal.
2. Before a machine or equipment is started, affected employees shall be notified that the lockout or tagout device(s) have been removed.
3. Reenergize the machine or equipment.
4. Notify affected employees that the servicing or maintenance is completed and the machine or equipment is ready for use.

SECTION 8 : LOCKOUT / TAGOUT

Lockout or Tagout Devices Removal

*Each Lockout or
Tagout Device Shall
Be Removed from
Each Energy
Isolating Device by
the Employee Who
Applied the Device.*

When the authorized employee who applied the lockout or tagout device is not available to remove it, that device may be removed by the following procedure :

1. The employer shall verify that the authorized employee who applied the device is not at the facility:
2. Make all reasonable efforts to contact the authorized employee and inform him or her that the lockout or tagout device has been removed.
3. Ensure that the authorized employee has this knowledge before that employee resumes work at that facility.

Additional Requirements

Testing or Positioning

In situations in which lockout or tagout devices must be temporarily removed from the energy isolating device and the machine or equipment energized to test or position the machine, equipment, or component thereof, the following sequence of actions shall be followed:

1. Clear the machine or equipment of tools and materials.
2. Remove employees from the machine or equipment area.
3. Remove the lockout or tagout device(s).
4. Energize and proceed with testing or positioning.
5. Deenergize all systems and reapply energy control measures to continue the servicing and/or maintenance.

SECTION 8 : LOCKOUT / TAGOUT

Outside Personnel

(Contractors, etc.)

1. Whenever outside servicing personnel are to be engaged in lockout/tagout activities, the on-site employer and the outside employer shall inform each other of their respective lockout or tagout procedures.
2. The on-site employer shall ensure that employees understand and comply with the restrictions and prohibitions of the outside employer's energy control program.

Group Lockout or Tagout

When Servicing And/or Maintenance Is Performed by a Crew or Other Group, They Shall Utilize a Procedure Which Affords the Employees a Level of Protection Equivalent to That Provided by the Implementation of a Personal Lockout or Tagout Device.

Group lockout or tagout devices shall be used in accordance with the following specific requirements:

1. Primary responsibility will be vested in an authorized employee for a set number of employees working under the protection of a group lockout or tagout device (such as an operations lock).
2. Provision will be provided for the authorized employee to ascertain the exposure status of individual group members with regard to the lockout or tagout of the machine or equipment.
3. When more than one crew, craft, department, etc. is involved, assignment of overall job-associated lockout or tagout control responsibility will be provided to an authorized employee designated to coordinate affected work forces and ensure continuity of protection.
4. Each authorized employee shall affix a personal lockout or tagout device to the group lockout device, group lockbox, or comparable mechanism when work begins, and shall remove those devices when completed.

SECTION 8 : LOCKOUT / TAGOUT







***Shift or
Personnel
Changes***

Specific procedures shall be utilized during shift or personnel changes to ensure :

1. The continuity of lockout or tagout protection.
2. The orderly transfer of lockout or tagout device protection between off-going and oncoming employees.
3. Provisions are available to minimize exposure to hazards from the unexpected energization or start-up of the machine or equipment.
4. Prevention of the inadvertent release of stored energy.

SECTION 9 : TRAINING AND INFORMATION


Training and instruction will be provided for employees, as stated below . . .

	pg. B5	<i>Attendance List</i>
	pg. B10	<i>Emergency Action Plan</i>
	pg. B11	<i>Employee Exposure Record</i>
	pg. B12	<i>Employee Training Record</i>
	pg. B14	<i>Fire Prevention Plan</i>
	pg. B32	<i>Training Outline</i>

All Training Programs

1. Provide when the policy is first established.
2. Provide to all full time and temporary employees.
3. Provide at no cost to the employee and during working hours.
4. Use training materials which are appropriate in content and vocabulary to the educational level, literacy, and language of the employees.
5. Develop a training outline that shows the class agenda, i.e., Worker's Rights, show video.

 → Use the *Training Outline* form in Appendix B.

 → Use the *Attendance List* form in Appendix B.

 → Use the *Employee Training Record* form in Appendix B.

SECTION 9 : TRAINING AND INFORMATION

Safety Program

Additional Training

1. Provide employees with specific instructions (i.e. on-the-job training) :
 - i. Before unsupervised work begins.
 - ii. When new equipment, procedures, or chemicals are introduced.
 - iii. Whenever previously unrecognized hazards are identified.
 - iv. To all employees given new job assignments.
2. Refresher classes shall be given when necessary, especially if there have been recurring injuries.

Protective Equipment

Additional Training

1. When the employer has reason to believe that any affected employee does not have the understanding and skill required to use engineering controls, safe work practices or PPE.
2. Changes in the workplace render previous training obsolete.
3. Changes in the types of PPE to be used.

Hazard Communication

Additional Training

1. Provide employees with effective information and training on hazardous chemicals in their work area at the time of their initial assignment.
2. Provide training whenever a new physical or health hazard the employees have not previously been trained about is introduced into their work area.
3. Information and training may be designed to cover categories of hazards (e.g., flammability, carcinogenicity) or specific chemicals.
4. Chemical-specific information must always be available through labels and material safety data sheets.
5. Review the applicable MSDSs with each employee.

SECTION 9 : TRAINING AND INFORMATION

Bloodborne Pathogens

Additional Training

1. Refresher training shall be provided at least **annually**.
2. Additional training is required whenever changes, such as modification of tasks or procedures or institution of new tasks or procedures, affect the employee's occupational exposure.
3. An opportunity must be given to the employees for an interactive question and answer session with a knowledgeable trainer.
4. The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

Lockout/Tagout


Additional Training

1. The employer shall provide training to ensure that the purpose and function of the energy control program are understood by employees and that the knowledge and skills required for the safe application, usage, and removal of the energy controls are acquired by employees.
2. Retraining shall be provided for all authorized and affected employees whenever:
 - i. there is a change in their job assignments, a change in machines, equipment or processes that present a new hazard, or when there is a change in the energy control procedures.
 - ii. a periodic inspection reveals, or whenever the employer has reason to believe that there are deviations from or inadequacies in the employee's knowledge or use of the energy control procedures.

SECTION 9 : TRAINING AND INFORMATION

Emergency Action and Fire Prevention Plan

1. Before implementing the emergency action plan, the employer shall designate and train a sufficient number of persons to assist in the safe and orderly emergency evacuation of employees.
2. The employer shall apprise employees of the fire hazards of the materials and processes to which they are exposed.
3. Review with each employee :
 - i. Upon initial assignment.
 - ii. Whenever responsibilities or designated actions change.
 - iii. Whenever the procedure is changed.

 → Use the *Emergency Action Plan* form in Appendix B.

 → Use the *Fire Prevention Plan* form in Appendix B.

Exposure Records

1. Review the form annually.

 → Use the *Employee Exposure Record* form in Appendix B.

Minimum Training Outlines


Safety Program

1. All employees shall receive training on
 - i. Sections 1 through 7, 9 and 10
 - ii. Appendix A and
 - iii. Applicable forms in Appendix B.
2. Applicable employees shall receive training on
 - i. Section 8
 - ii. Applicable forms in Appendix B

SECTION 9 : TRAINING AND INFORMATION

Protective Equipment

1. Each employee shall be trained to know at least the following :
 - i. When PPE is necessary
 - ii. What PPE is necessary
 - iii. How to properly don, doff, adjust, and wear PPE
 - iv. The limitations of the PPE, and
 - v. The proper care, maintenance, useful life and disposal of the PPE.

 → Use the *Controlling Hazards* form in Appendix B.
2. Each affected employee shall demonstrate the ability to use PPE properly, before being allowed to perform work requiring the use of PPE.

Hazard Communication

Information

1. Employees shall be informed of :
 - i. The requirements of Section 6,
 - ii. Any operations in their work area where hazardous chemicals are present, and,
 - iii. The location and availability of the written hazard communication program,
 - iv. Including the required list(s) of hazardous chemicals, and safety data sheets.

SECTION 9 : TRAINING AND INFORMATION

Hazard Communication

Training Outline

*Employee Training
Shall Include at
Least . . .*

1. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area :
 - i. Such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.
2. The physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified, of the chemicals in the work area.
3. The measures employees can take to protect themselves from these hazards, including :
 - i. Specific procedures the employer has implemented to protect employees from exposure to hazardous chemicals,
 - ii. Such as appropriate work practices, emergency procedures, and personal protective equipment to be used.
4. The details of the hazard communication program developed by the employer, including :
 - i. An explanation of the labels received on shipped containers and the workplace labeling system used by their employer;
 - ii. The safety data sheet, including the order of information and how employees can obtain and use the appropriate hazard information.

Bloodborne Pathogens

General

1. An explanation of the exposure control plan.
2. An accessible copy of the regulatory text of 1910.1030 and an explanation of its contents.
3. The means by which the employee can obtain a copy of the written exposure control plan.
4. An opportunity for interactive questions and answers with the person conducting the training session.

SECTION 9 : TRAINING AND INFORMATION

Bloodborne Pathogens

Background Information :

Provide an Explanation and Information on . . .

1. The epidemiology and symptoms of bloodborne diseases.
2. The modes of transmission of bloodborne pathogens.
3. The hepatitis B vaccine.
4. The signs and labels and/or color coding required.
5. The basis for selection of personal protective equipment.

Bloodborne Pathogens

Procedures :

Provide an Explanation and Information on . . .

1. The appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials.
2. The use and limitations of methods that will prevent or reduce exposure.
3. The types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment.
4. The appropriate actions to take and persons to contact in an emergency.

Bloodborne Pathogens

Post - Accident Procedures

1. An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available.
2. Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident.

SECTION 9 : TRAINING AND INFORMATION

Bloodborne Pathogens

Compliance

The above training outline requirements are satisfied if a knowledgeable instructor reviews the following sections of this Safety Program with applicable employees :

1. Section 7, Bloodborne Pathogens
2. Section 10, Demonstrating Compliance & Accountability, Recordkeeping
3. Appendix A, PPE
4. Applicable forms in Appendix B

Lockout / Tagout Training

Training Outline

The training shall include the following :

1. Each authorized employee shall receive training in the recognition of applicable hazardous energy sources, the type and magnitude of the energy available in the workplace, and the methods and means necessary for energy isolation and control.
2. Each affected employee shall be instructed in the purpose and use of the energy control procedure.
3. All other employees whose work operations are or may be in an area where energy control procedures may be utilized, shall be instructed about the procedure, and about the prohibition relating to attempts to restart or reenergize machines or equipment which are locked out or tagged out.
4. When tagout systems are used, employees shall also be trained in the following limitations of tags.

SECTION 10 : DEMONSTRATING COMPLIANCE & ACCOUNTABILITY

This section describes a system for ensuring employees comply with safe and healthy work practices.

All employees are accountable for their results and activities, or in other words, receive recognition or discipline for their actions.



pg. B23

Performance Review



pg. B26

Safety Awareness Counseling



pg. B33

Transfer of Records

Recognition

Any Employee Can Be Recognized for Their Actions, Who Does Any or All of the Following . . .

1. Actively complies with safe and healthful work practices.
 2. Reports unsafe conditions or acts by others.
 3. Reports unrecognized hazards.
 4. Makes suggestions for improvements.
 5. Implements changes and corrects hazardous conditions.
 6. Recognition awards, at a minimum, should be considered during annual employment performance reviews.
- Use the *Performance Review* form in Appendix B.

SECTION 10 : DEMONSTRATING COMPLIANCE & ACCOUNTABILITY

Discipline

1. Failure to comply with the contents of the safety program will result in progressive disciplinary action as follows :

First Infraction : Verbal/written warning
 Second Infraction : Written warning
 Third Infraction : Three to five day suspension
 Fourth Infraction : Termination of employment

 → Use the *Safety Awareness Counseling* form in Appendix B.

2. Immediate discharge may result for gross or willful neglect.

Recordkeeping

Safety Program General Requirements

1. *Training records* documenting attendance at employee safety and health training are to be maintained for a minimum of three (3) years.
2. *Safety Committee minutes* must contain safety and health issues discussed during the meeting and the list of people attending the meeting. The minutes must be maintained for three (3) years.
3. "*Annual Maintenance Check*" for portable fire extinguishers shall include the maintenance date and be retained for one (1) year.
4. Whenever an employer is ceasing to do business, the employer shall transfer all records.

 → Use the *Transfer of Records* form in Appendix B.

SECTION 10 : DEMONSTRATING COMPLIANCE & ACCOUNTABILITY

OSHA 300 Logs, 300A Summary and Form 301

1. OSHA 300 Logs and Form 301 Incident Reports must be maintained and retained for five years following the end of the calendar year to which they relate.
2. Post OSHA 300A Summary of Work-Related Injuries and Illnesses from February 1 until April 30, following the year covered by the form. Post the Summary only, not the Log.

Safety Data Sheets

1. SDSs must be maintained while the chemical is used.
2. SDSs or the SDS List forms shall be retained for thirty (30) years.

Medical Records

1. Medical and exposure records, including the analysis method and results, must be preserved and maintained for at least the duration of employment plus thirty (30) years.
2. Medical Records contain confidential information, therefore these files must be stored in a separate, locked file.

Access to Records

1. All files listed on pages (ii) and (iii) of this document, must be available for inspection and copying by representatives of the Division of Industrial Relations.
2. Employees can access all files on pages (ii) and (iii) of this document with the exception of the Medical Records of other employees.

GENERAL SAFE WORK PRACTICES***A. Responsibilities :***

1. You have the right and responsibility to report all hazards.
2. Suggest ideas for a safer workplace. If you think there is a safer way to do your job, then notify your Supervisor.
3. You shall report both actual and near-miss accidents.
4. Safety takes precedence over expediency or short cuts.
5. Take all possible actions to reduce the chances of accidents.

B. Employee Safe Work Practices :

1. While at work, use appropriate conduct and behavior, (i.e. no "horseplay").
2. Do not wear or use any device which hinders your ability to hear, (i.e. headsets, earphones, earplugs of stereos, ipods, mp3, etc,) while performing any duties.
 - i. This does not apply to PPE required for hearing conservation.
3. Wear appropriate personal clothing. Avoid loose clothing and jewelry. Avoid wearing shoes with heels that are greater than two (2) inches. Avoid open toe, open heel shoes. Wear shoes that provide sufficient traction.

GENERAL SAFE WORK PRACTICES**C. Sanitation, General :**

1. All places of employment, passageways, storerooms, and service rooms shall be kept clean, orderly, and in a sanitary condition.
 - i. Wear gloves while cleaning lavatories and collecting trash.
 - ii. Wash hands when finished.
 - iii. When possible, use chemicals that are non-toxic, bio-degradable products.
2. Whenever vermin and pests are detected (in enclosed workplaces only), a continuing and effective extermination program shall be instituted.
3. Wipe counter tops, tables, and appliances, daily if necessary, to clean up crumbs, food residue, etc. Clean dirty dishes, cups, and utensils.
4. All sweepings, solid or liquid wastes, refuse, and garbage shall be removed in such a manner as to avoid creating a menace to health.
5. Do not eat, drink, or store any food or beverage in the lavatory or near chemicals.

D. Sanitation, Biohazards Present :

1. Food and drink shall not be kept in refrigerators, freezers, shelves, cabinets or on countertops or benchtops where biohazards are present.
2. Wash hands before eating, drinking, smoking, applying cosmetics, and handling contact lenses. Other personal habits which involve hand to face contact, such as nail biting, should also be avoided.

GENERAL SAFE WORK PRACTICES***E. Sanitation, Waste Containers :***

1. Maintain waste containers in a clean and sanitary condition.
2. Waste containers used for the disposal of waste food shall be emptied not less frequently than once each working day, unless unused.
3. The number and size of containers shall be sufficient to prevent overfilling situations.
4. Place waste containers in locations that shall encourage their use.
5. Waste containers shall not leak.
6. Waste receptacles shall be equipped with a solid, tight-fitting cover unless they can be maintained in a sanitary condition without a cover.
7. Receptacles, unless disposable, shall be constructed of smooth, corrosion resistant, easily cleanable materials.
8. Do NOT press down on trash with any body part to compact it. Avoid creating a dust cloud.

F. Housekeeping, General :

1. Unplug equipment or appliances before cleaning.
2. All spills shall be cleaned without delay.
3. Place warning signs when the floor is wet.
4. Use mechanical devices to clean up broken glass.
5. The walls and ceiling shall not have any unapproved holes, cracks, or openings.
6. No combustible items shall be stored on water heaters. Maintain 18 inches of clearance around the water heaters.

GENERAL SAFE WORK PRACTICES***G. Outside Areas, General :***

1. Landscaping shall be maintained to minimize tripping, fire, and pest hazards.
2. Avoid having sprinkler systems spray sidewalks, parking lots, and other walkways. This creates a potential for slips and falls for employees and visitors and students.
3. Keep tree branches at least seven (7) feet from the ground.
4. Maintain space between trees and buildings to reduce fire hazards.
5. Parking areas and walkways shall be maintained in a safe condition. Repair holes and large cracks that may cause a person to trip or fall.
6. Secure outside covers, i.e. sprinkler covers, in areas where children may have access.

GENERAL SAFE WORK PRACTICES***H. Playgrounds, Spotters :***

1. Limit the number of children per adult supervision.
2. Choose a good position where you can stand, so that you can see the students, and provide a quick response time.
3. Watch and warn people when potential accidents may occur, including but not limited to :
 - i. Falling,
 - ii. Hitting their head on the equipment if they stand up,
 - iii. Colliding with the equipment or other people,
 - iv. Rough play, pushing, running too fast, using the equipment improperly, etc.,
 - v. Not paying attention,
 - vi. Heat stress, and
 - vii. Trying to use equipment beyond the student's physical limitations and ability.
4. Watch the gaps that are large enough for a child to fall through, when the elevated areas are in use.
5. Parents shall drop off/pick up children in the classrooms only, so that the teachers will not be distracted from their playground spotter responsibilities.

GENERAL SAFE WORK PRACTICES***I. Playgrounds, Emergency Response :***

1. Assure each playground area is equipped with a first aid kit and fire extinguisher.
2. Provide communication devices, such as walkie-talkie radios, cellular phones, call buttons, intercom, and/or security cameras.
 - i. Use to notify the front desk and/or other staff members, when assistance is needed.
3. Use different code words for various emergency notifications levels, i.e., low level, call 911, security, shelter-in-place, etc.
4. Educate the staff where the cameras are located, so that they can send a signal if needed. Establish procedures to notify the front desk.
5. If a person is injured, do not move the person, unless there is imminent danger.
 - i. Use caution when placing the person on a hot surface.
 - ii. Place a blanket/jacket underneath the person if needed.
 - iii. Provide shade if needed.

J. Playgrounds, Using :

1. Notify the front desk receptionist when entering and leaving the playground area, so that increase surveillance can be conducted.
2. Assure staff escorts students to the playground areas in an orderly fashion.
3. Visually inspect the equipment and surrounding areas before each use.
4. Assure the security fencing is closed after all teachers and students have entered the playground.
5. Assure all classroom exterior door(s) are locked when children are not in the playground areas. Assure panic hardware is ready for instant use.

GENERAL SAFE WORK PRACTICES***K. Playgrounds, Maintaining :***

1. Clean/sweep bike paths and playground walkways to keep debris off.
2. Inspect area underneath the playground equipment for rocks and debris, remove as needed.
3. Report any areas where the artificial grass needs repair/maintenance, such as the corners of artificial grass segments are lifting up.
4. Sanitize high-frequency areas where the students touch the equipment, such as railings, top edges, grab bars, toys, etc. as needed.
 - i. Clean/spray with a 1:10 solution of bleach to water, or other suitable disinfectant.
 - ii. Assure safety glasses, gloves and an eyewash station are available, if handling concentrated bleach.
5. Spray sand and other dirt playing areas with a disinfectant, as needed.
6. Put toys and other items away when done using.

L. Playgrounds, Inspecting :

1. Conduct a comprehensive inspection of the playground equipment and surrounding area at least monthly.
2. Inspect for loose/missing bolts, sharp edges, fall hazards, secured fencing, shade cloth, pole cushions, steps/stairs, housekeeping and sanitation.
3. Verify all gate doors fully close automatically. Adjust doors so that they close at the proper speed.
4. Inspect the bicycles and toys before use. Assure the bike is in good working order.
5. Assure all drinking fountains are in good repair and working properly.
6. Report any repairs needed.

GENERAL SAFE WORK PRACTICES***M. Housekeeping, Floors :***

1. The floor of every work area shall be maintained in a clean and, so far as possible, dry condition.
2. Every floor, working place, and passageway shall be kept in good repair.
3. Floors shall be kept free from protruding nails, splinters, holes, or loose boards.
4. Repair carpet holes, tears, bumps, upturned edges, and loose threads.

N. Mold, Identifying :

Be aware of indications of potential mold problems, such as :

1. A moldy or recurring “stuffy” smell;
2. Areas of surface discoloration;
3. Recent or chronic water damage;
4. Past water damage; and,
5. Occupant health problems (i.e., you are sick at the site, improve when you leave the site, and develop symptoms again upon returning to the site in question).

GENERAL SAFE WORK PRACTICES**O. Mold, Investigating :**

Use safe work practices while investigating mold and moisture problems.

1. Do not touch mold or moldy items with bare hands.
2. Do not get mold or mold spores in your eyes, mouth or nose.
3. Do not breathe in mold or mold spores.
4. Do not run the HVAC system if you know or suspect that it is contaminated with mold.
5. Do not use compressed air to blow-dry contaminated surfaces.

P. Mold, Cleanup, PPE :

1. Use the appropriate personal protection equipment based on the total surface area affected by mold contamination, as follows :
 - i. For areas less than 10 square feet, use gloves, N-95 respirator and goggles.
 - ii. For areas between 10 and 100 square feet use gloves, N-95 respirator or half-face respirator with HEPA (High Efficiency Particulate Air) filter, disposable overalls, and goggles. However, use professional judgement and consider potential for remediation exposure and size of contaminated area.
 - iii. For areas of more than 100 square feet, or if there is significant exposure during remediation, then use professional judgement and gloves, disposable full-body clothing with hood and booties, and a full-face respirator with HEPA filter.
2. Protect yourself with proper equipment if there is any question about contamination. OSHA mandates protective equipment if sewage, "gray" water, biological waste, or chemicals are or may be involved.

GENERAL SAFE WORK PRACTICES**Q. Mold, Cleanup, Options :**

In the event of water damage, cleanup must be done within 48 hours to avoid problems with mold :

1. In the case of porous materials, some mold spores/fragments will remain in the material but will not grow if the material is completely dried. Steam cleaning may be an alternative for carpets and some upholstered furniture.
2. Damp-wipe surfaces with plain water or with water and detergent solution (except wood - use wood floor cleaner); scrub as needed.
3. HEPA vacuum after the material has been thoroughly dried. Dispose of the contents of the HEPA vacuum in well-sealed plastic bags.
4. Discard non-restorable materials, such as ceiling tiles and insulation. Seal refuse in plastic bags while inside of containment, if present, to avoid spreading the problem. Dispose as normal waste. HEPA vacuum area after it has dried.
5. Replace items with duplicates when possible. Photocopy damaged papers before disposing of originals.
6. Dehydrate damaged materials when disposal is not an option (such as original legal papers) to prevent further damage. Warmth and ventilation (i.e., heaters and fans) work in combination after the area is cleaned. (Do NOT use fans in contaminated water situations!) Freeze-drying (in a frost-free freezer or meat locker) can also be used.

GENERAL SAFE WORK PRACTICES**R. Mold, Prevention :**

Curtail indoor mold growth through moisture control methods:

1. Completely remove any current or past growth - If any mold is found, remediation is required. Clean the surface with bleach or similar disinfectant, dry clean clothes and, if necessary, replace drywall, carpet, ceiling tiles and other damaged furniture. Remedy any areas still prone to standing water (showers, sinks, foundations) by providing proper drainage.
2. Repair all leaks, no matter how small - Take care of any water damage within 48 hours, before mold can establish itself. Removing available moisture will cause the mold to eventually become dormant or perish. If the moisture problem reoccurs on a regular basis, even for brief periods, the mold will revive itself and will reinstate the problem.

S. Mold, Ventilation :

1. Control Relative Humidity (RH, the percentage of water in the air) - Ideally, the RH inside buildings should be between 30 and 50%. You can lower the RH by either raising the air's temperature, or withdrawing some of the air's water content with a dehumidifier.
2. Provide proper ventilation/exhaust - In areas prone to dampness (bathrooms, kitchens, pool areas), ensure there is adequate ventilation or exhaust. Without adequate ventilation, drainage areas and drip pans for moisture-collecting devices such as refrigerators and air conditioners may turn into areas with standing water.
3. Eliminate localized ventilation problems like cold spots - A building can develop cold spots through insulation gaps near electrical boxes or plumbing, insulation matting from past water damage, metallic members in the building structure, sheathing gaps, or damage from roots or animals. Cures for cold spots include additional insulation, increased ventilation, and changing internal layout (not hiding cold spots behind insulating items such as bookcases or lockers).

GENERAL SAFE WORK PRACTICES

T. Walkways and Aisles :

1. Aisles and passageways shall be kept clear and in good repair, with no obstructions across or in aisles that could create a hazard.
2. Avoid placing objects that are less than four feet in height in the aisles and walkways.
3. Permanent aisles and passageways shall be appropriately marked.
4. Close cabinets and drawers when not in use.
5. All cords and hoses running into walkways must be protected and secured (rubber cord cover). If possible, re-route the cords / hoses, and use conduit.
6. Remove any hazards you see in a walkway, i.e. a spill, box, cart, broom, or trash can.

U. Protection of Floor Openings, General :

1. Every floor hole which persons can accidentally walk into shall be guarded by a floor hole cover of standard strength and construction.
2. While the cover is not in place, the floor hole shall be constantly attended by someone or shall be protected by a removable standard railing.
3. Every floor hole into which persons cannot accidentally walk (on account of fixed machinery, equipment, or walls), shall be protected by a cover that leaves no openings more than 1 inch wide.
4. The cover shall be securely held in place to prevent tools or materials from falling through.

GENERAL SAFE WORK PRACTICES***V. Storage, General :***

1. Storage of material shall not create a hazard.
2. Store supplies in a stable manner, with the lighter items on top.
3. Avoid storing heavy or fragile items in high places.
4. Storage areas shall be free of tripping and fire hazards.
5. Store all medication and chemicals in the original labeled containers, if possible.
6. Securely anchor shelves, bookcases and racks, to the wall or floor, to prevent tipping during earthquakes or collision incidents (i.e., a cart hits the rack).

W. Storage, Clearance :

1. Maintain at least two feet of clearance between the top level of storage and the ceiling in general purpose buildings.
2. The maximum height from the floor to the top of stored items is twelve (12) feet.
3. No combustible item shall be stored within 18 inches of any heat source, i.e. steam pipe, water heater, space heater, etc.

SAFE WORK PRACTICES for EQUIPMENT**A. Equipment, Definition :**

Equipment includes :

1. Office equipment : computers, copiers, fax machines, desks, tables, chairs, etc.
2. Appliances : coffee machines, microwave ovens, sinks, refrigerators, etc.
3. Non-powered hand tools : hammers, screwdrivers, saws, pliers, etc.
4. Powered hand tools : drills, etc.
5. Maintenance : ladders, rakes, mops, brooms, vacuum cleaners, etc.
6. Material Handling Equipment : dollies, carts, etc.
7. Supplies : staplers, papercutters, exactos, scissors, razors, eating utensils, etc.

B. Electrical, General :

1. Equip all electrical outlets with appropriate plates or covers. The walls and ceiling shall not have any unapproved holes, cracks, or openings.
2. Replace any missing face plates, junction box covers and knockout plugs.
3. Electrical wiring shall be in approved conduit and junction boxes. Do not staple cords to the walls, building or other object. Do not run cords through ceiling tiles and walls.

SAFE WORK PRACTICES for EQUIPMENT**C. Electrical Plugs, General :**

1. Plug all electrical equipment into wall receptacles, or into extension cords of similar size and capacity with built-in circuit breakers and a 3-pronged plug.
2. All large appliances and equipment, such as microwaves, refrigerators, vacuum cleaners, soda machines, etc., shall be plugged directly into individual outlets.
3. Use three-pronged plugs whenever possible. Two pronged small appliances, such as radios, calculators, etc. shall only be used in dry, office areas.
4. There are some powered hand tools and small commercial appliances that have two pronged plugs, however assure that they are double - insulated.

D. Electrical Outlets, General :

1. Outlets located outdoors shall have the weather proof covers properly installed.
2. Use the plastic bubbles to cover the outlet when equipment is plugged in for extended periods.
3. Assure the extension cords and equipment is rated for outdoor use. Most power-surge extension cords are only rated for indoor use.
4. Use ground fault circuit interrupter (gfc) outlets/breakers, whenever there is a water source within seven (7) feet. This includes water beverage dispensers, sinks, etc.

SAFE WORK PRACTICES for EQUIPMENT

E. Electrical, Extension Cords and Power Cords :

1. Do not use adapters, such as 2 to 3 prong, 3-way, or 6 plex.
2. Do not plug an extension cord into another extension cord.
3. Do not use any cords with exposed wires, insulation missing or damaged plugs.
4. Do not use electrical items while standing on or touching a wet surface.
5. Do not pull on the cord to unplug equipment.

F. Electrical, Maintenance and Inspection :

1. Label all electrical panels. Identify all of the breakers in the panel box. Label any receptacle outlets used for machines or fixed equipment.
2. Maintain three (3) feet of clear access to electrical panels and shut-off switches.
3. Secure any electrical hazard area until the hazard can be eliminated.
4. Unplug or shut off the power source before attempting to inspect equipment for repairs. Use the lockout / tagout procedure.

SAFE WORK PRACTICES for EQUIPMENT***G. Lockout / Tagout - Awareness :***

1. Lockout / Tagout are procedures to assure that the electric, water, gas, etc. are OFF and locked out.
2. This will prevent other people from accidentally turning on the equipment and injuring the maintenance person.
3. If a machine can not be locked out, then tags may be used.
4. Only "authorized employees" are able to lock and tag equipment. They are responsible to notify you the "affected employees" before they shut down a piece of equipment. They will also notify "affected employees" before they turn it back on.
5. Do not attempt to turn on equipment if it is locked or tagged. Do not remove any locks or tags, that are placed on any equipment or electrical panel. Only the "authorized employee" is allowed to remove their own lock/tag.
6. Additional training for "authorized employees" is required.

H. Equipment, Use :

1. Use and maintain office equipment, appliances, maintenance equipment, and supplies as recommended by the manufacturer. Assure the students know how to use tools and equipment before using.
2. Only authorized, trained employees may attempt to repair, oil, or adjust any equipment. Document any repairs, the date, and the person completing the repairs.
3. Do not use any faulty or worn tools, machines, or appliances. Use "unsafe" tags.
4. Do not pick up or touch any tool or machine unless you know how to use it.

SAFE WORK PRACTICES for EQUIPMENT***I. Equipment, Safe Practices :***

1. Exacto blades, papercutter blades, and other sharp objects shall be secured or covered when not in use. Store in an appropriate place, out of the reach of unauthorized people.
2. When hanging up brooms, dustpans, utensils, and other items, make sure they are hooked securely.
3. Avoid placing hoses in walkways. Keep the hoses close to the edge of the wall or pathway.
4. Coil hoses when not in use.

J. Equipment, Operating :

1. Do not turn on any equipment if it is tagged or locked out for maintenance or service.
2. Never turn any equipment on until you know how to turn it off.
3. Visually inspect equipment to assure safe working condition and good repair before each use.
4. If the equipment starts to smoke or make odd or unusual noises, turn it off.
5. All tools, equipment, and machines shall be used with the correct shield, guard, cover, or attachment, as recommended by the manufacturer.
6. Use the appropriate equipment, i.e. do not use a stapler as a hammer.
7. Know the performance limitations of the equipment.

SAFE WORK PRACTICES for EQUIPMENT

K. Hand and Power Tools, Operating :

1. A tool shall never be left unattended in a place where it would be available to unauthorized persons.
2. Do not point loaded or empty tools at any person, i.e. a stapler.
3. Tools shall not be used in an explosive or flammable atmosphere.
4. Never raise, lower, or carry any electrical item by its power cord.
5. Portable motors driving electric tools which are held in the hand while being operated shall be grounded if they operate at more than 90 volts to ground.
6. All cracked saw blades shall be removed from service.

L. Drills :

1. All hand-held powered drills shall be equipped with a constant pressure switch or control, and may have a lock-on control provided that turnoff can be accomplished by a single motion of the same finger or fingers that turn it on.
2. The operating control on hand-held power tools shall be so located as to minimize the possibility of its accidental operation, if such accidental operation would constitute a hazard to employees.

SAFE WORK PRACTICES for EQUIPMENT***M. Ladders, Care and Maintenance :***

1. Ladders shall be in good repair, which include rungs, safety feet, rope, side rails, etc.
2. Inspect for shake, compression failures, breaks, splinters, oil or grease on the rungs, or other irregularities.
3. The ladder shall have ample strength to support the load.
4. Remove unsafe ladders from the work area.
5. Tag or mark the unsafe ladder with "Dangerous, Do Not Use."
6. Repair or destroy unsafe ladders. Improvised repairs shall not be made.

N. Ladders, Placement :

1. Ladders shall not be used in a horizontal position as platforms, runways, or scaffolds.
2. Ladders shall not be placed in front of doors opening toward the ladder unless the door is blocked, locked or guarded.
3. Ladders shall not be placed on boxes, barrels, or other unstable bases to obtain additional height. The ladder base section must be placed with a secure footing.
4. Assure ladder is stable. Place close to where you are working to prevent excessive reaching.
5. Do not move or make adjustments to a ladder or step stool while any person is on it.

SAFE WORK PRACTICES for EQUIPMENT**O. Extension Ladders, Placement :**

1. To determine the proper angle to place the ladder, first estimate the "working length" of the ladder (the length along the ladder between the foot and the top support). The distance between the "wall" and the foot of the ladder is one-fourth the working length of the ladder.
2. No ladder shall be used to gain elevated surface or roof access unless the top of the ladder extends at least three (3) feet above the point of support, at eave, gutter, or roof line.

P. Step Stools and Ladders, Use :

1. Do not stand or climb onto chairs, shelves, or boxes. Use a stepstool or ladder.
2. Use extra precautions while carrying or working with step stools or ladders.
3. Only one person shall be on a step stool or ladder.
4. When ascending or descending, the climber must face the steps or rungs, and try to maintain three-point contact with the ladder. In other words, two hands and one foot, or two feet and one hand.

Q. Step Ladders, Using :

1. Open step ladder so that the metal "spreader" locks into position.
2. Do not stand or sit on the top step. Some ladders prohibit stepping on the top two steps. Never step above approved highest step.
3. Do not use the bracing or small ladder shelves to stand on or gain height.
4. Do not use as an extension ladder, i.e. do not lean it against the wall, then use it.

SAFE WORK PRACTICES for EQUIPMENT

R. Ladders, Employee Responsibilities :

1. To get maximum serviceability, safety, and to eliminated unnecessary damage of equipment, good safe practices in the use and care of ladder equipment must be employed by the users.

SAFE WORK PRACTICES for FOOD HANDLING**A. General :**

1. All employee food service facilities and operations shall be carried out in accordance with sound hygienic principles.
2. In all places of employment where all or part of the food service is provided, the food dispensed shall be wholesome and free from spoilage.
3. The food shall be processed, prepared, handled, and stored in such a manner as to be protected against contamination. Avoid cross-contamination.
4. Occasionally move containers, small countertop appliances etc. and clean underneath and behind restaurant equipment.
5. Clean the inside and the outer surfaces of restaurant equipment, as needed to maintain sanitary conditions and to minimize fire hazards.

B. Definitions :

1. "Food" includes food, beverages, condiments, dressings, spices, etc.
2. "Tableware" includes plates, bowls, saucers, cups, glasses, utensils, etc.
3. "Kitchen Equipment" includes stoves, pots, pans, dishwashers, workstations, dining tables, benches, chairs, hoods etc.

C. Sound Hygienic Principles, General :

1. Wash hands after using restrooms, blowing your nose, covering your mouth after coughing or sneezing, etc. Wash hand again when you return to the kitchen.
2. Do not cough or sneeze on food.
3. Wash hands before handling food, cooking equipment and tableware.

SAFE WORK PRACTICES for FOOD HANDLING***D. Safe Work Practices, General :***

1. All employees are responsible to wipe up spills and pick up dropped objects immediately.
2. Use extreme caution while maneuvering in high traffic areas. Always anticipate other employees movements to minimize bumping into each other.
3. Do not throw any object. Avoid breaking glass.
4. Place glass bottles and containers in the trash. Avoid breaking glass.
5. All procedures shall be performed in such a manner, to minimize splashing, spraying, and splattering.
6. Often it is better to let items fall, place the remainder of the load down, then clean up the spilled area.

E. Storage :

1. Use proper lifting techniques while loading or unloading stock.
2. Doors on cold storage rooms (walk-in refrigerators and freezers) shall be provided with an inside release mechanism that will release the latch and open the door even if it's padlocked or otherwise locked on the outside.
3. Maintain balance when loading or unloading items from the "reach-in" refrigerator units. Use arm and leg muscles not your back muscles.
4. Know the food storage requirements. Keep perishable foods in refrigerated places until needed. Do not defrost perishable food by leaving it on a counter.
5. Use proper tools when opening supplies. Dispose of garbage and trash promptly.

SAFE WORK PRACTICES for FOOD HANDLING***F. Kitchen Equipment :***

1. Use commercial grade equipment only.
2. Do not use household appliances. Do not two prong plugs appliances such as calculators and radios in wet areas.
3. Do not plug large appliances or equipment into extension cords, plug directly into outlets. This includes refrigerators, microwave ovens, blenders, etc.
4. Assure the guards and covers are securely in place. Assure all control knobs are legible and in place.
5. Assure fire control hood systems are maintained. Keep the caps over the sprinkler heads to keep grease and dust from clogging the nozzles.

G. Equipment Controls :

1. Certain equipment is often installed in workplaces to control heat sources or the detect fuel leaks.
2. An example is a temperature limit switch often found on deep-fat food fryers found in restaurants.
3. Assure that these devices are properly maintained and operational.
4. Maintain clear accessibility to controls and switches. Do not cover or block.

SAFE WORK PRACTICES for FOOD HANDLING**H. Food Preparations :**

1. Store knives and other sharp objects with the handles towards the front. If possible, cover with a sheath or store in blocks. Pick up knives by the handle.
2. Use gloves while handling hot food, pots, pans, equipment or reaching into an oven.
3. Keep the handles of pots and pans, etc. from extending beyond the edge of the stove.
4. Do not place plastic, paper or other combustible items next to or on heat lamps, griddles or other hot surfaces.
5. Lift covers so that steam is directed away from your face.
6. Ensure that gloves are changed frequently and that hands are washed between glove changes.

I. Serving Food :

1. Clear a space on the table or counter to place food and drink.
2. Do not pass any food, drinks, empty plates or other items over the people.
3. Before pouring hot beverages, remove the cup and hold it away from people.
4. Carefully place items on the table. Use extreme caution when placing hot food so that it does not spill onto the customer.

SAFE WORK PRACTICES for FOOD HANDLING**J. Bussing Tables :**

1. Stacking plates, utensils and glasses improperly often causes spills and breakage.
2. Wipe all food residues from table and chairs. Sweep or vacuum floors as needed.
3. Avoid handling dirty napkins. Wash hands often. Use caution when picking up crumpled napkins, there may be a toothpick that may puncture your skin.

K. Dishwashing Area :

1. Stack or organize dishes, glasses, pots, utensils, etc. in a stable manner in the dishwashing area.
2. Dispose all garbage and trash properly.
3. Avoid splashing water. If food particles are sprayed onto walls, countertops or other surfaces, then wipe clean with a rag.
4. Do not spray people.
5. Use caution while unloading hot items from the dishwasher.
6. Assure dishes, etc. are stacked, stored or hung securely and in a stable manner.
7. Clean and sanitize the inside of all dishwashers cleaning machines.

SAFE WORK PRACTICES for FOOD HANDLING***L. Dishwashing, Chemical Dispensing Systems :***

1. Assure chemical dispensing systems are properly diluting the solutions.
2. Label the hoses with the contents and direction of flow.
3. Assure all containers have special covers to allow the hose to pass through.
4. If the concentrated solutions are corrosive, then an eyewash station shall be installed.

M. Ice Machines :

1. Use a plastic or metal scoop to place ice into glasses and pails.
2. Never use glass to scoop ice.
3. If a glass does break near or in the ice machine, then clean out and dispose of all ice that is currently in the machine. Wipe the inside clean before refilling. Assure no one uses any ice from the machine, until the cleaning is complete.
4. Pick up any ice cubes that fell onto the floor.
5. If necessary, to avoid strained muscles, carry one bucket of ice at a time. Label all ice containers with four inch lettering. Do NOT stack ice containers inside each other.
6. Keep doors closed when not in use.

SAFE WORK PRACTICES for FOOD HANDLING

N. Ice Machines - Cleaning :

1. Clean ice machines to prevent mold and mildew from forming. Inspect ice cube trays for damaged parts.
2. Discard the ice in all ice machines, followed by thorough cleaning and sanitizing of the machine.
3. Discard ice stored in bins, sinks used to store ice, and other associated equipment once per day, following by a thorough sanitizing of the bin or sink. Sanitize all such bins and sinks again prior to use.

SAFE WORK PRACTICES for OUTDOOR WORK**A. Heat Stress, General :**

1. Signs of heat stress are usually dizziness, slippery hands, fogged glasses, loss of appetite, nausea, and an irritable feeling.
2. Heat disorders include sunburns, rash, cramps, exhaustion, stroke, and death.
3. If you begin to feel overheated, move to a shaded area or inside a building and sit down.
4. Cool down by loosening clothing, drinking a glass of water with a pinch of salt, elevating your feet, or by massaging your arms and legs.

B. Heat Stress, Prevention :

1. Replenish your body with water and salt.
2. It is recommended to drink 5 to 7 ounces of water every 15 to 20 minutes, even if you do not feel thirsty. The water should be between 50 to 60 degrees.
3. The normal diet usually has enough salt in it, but if you are sweating very much, you may need extra salt. Do not use salt tablets. Try to eat a light, cool lunch.
4. Another method used to reduce heat stress is to alternate between :
 - i. Light and heavy work.
 - ii. Indoor and outdoor work.
 - iii. Sun and shade work.
5. Use sunscreen, not tanning lotion.

SAFE WORK PRACTICES for OUTDOOR WORK**C. Motor Vehicles, General :**

1. Put on your seat belt before moving the vehicle.
2. Extinguish cigarettes in ashtrays. Do not throw lit or unlit cigarettes out the window.
3. Always observe the recommended safe driving techniques and obey all traffic laws.
4. Do not drive if taking medication (prescription or over the counter) for the first time. New medication may cause drowsiness or an allergic reaction.
5. Do not drive while under the influence of alcohol or other intoxicating substances.
6. Stay alert and avoid distractions while moving, such as eating, reading maps or directions, talking on the phone, putting on make-up, etc.

D. Motor Vehicles, Driving :

1. If driving for extended periods of time, take breaks and try stretching exercises to maintain alertness.
2. If you find yourself nodding off to sleep, pull over and take a break.
3. Adjust the speed for weather conditions, construction areas, curves, traffic, school zones, etc.
4. Always make sure that there is enough gasoline to make the trip, especially when driving through remote areas.
5. Pull to the right side of the road if you experience any mechanical problems.
6. If necessary, obtain a current copy of the Department of Motor Vehicle's manual on safe driving tips and traffic regulations.

PERSONAL PROTECTIVE EQUIPMENT**A. Personal Protective Equipment (PPE) :**

1. The employer shall clean, launder, and dispose of personal protective equipment at no cost to the employee.
2. Employees will properly use and maintain any safety equipment issued.
3. If employees provide their own protective equipment, the employer shall be responsible to assure it is safe, appropriate, properly maintained, and in a sanitary condition.
4. If you do not know how to use or care for your PPE, then ask your Supervisor.
5. If you need to order more PPE, or need a different size, or a different type (such as you may want a faceshield instead of goggles), then ask your Supervisor.

B. Eye and Face Protection, General :

1. Employees who wear prescription lenses :
 - i. Shall wear eye protection that incorporates the prescription in its design, or
 - ii. Shall wear eye protection that can be worn over the prescription lenses without disturbing the proper position of the prescription lenses or the protective lenses.
2. Eye and face PPE shall be distinctly marked to identify the manufacturer.
3. Caution should be exercised in the use of metal frame protective devices in electrical hazard areas.
4. Where manufacturer's instructions are available, they should be followed carefully.
5. To avoid scratching the lenses, do not place glasses with lenses facing down.
6. Detachable side protectors (e.g. clip-on or slide-on side shields) shall be used when there is a hazard from flying objects.

PERSONAL PROTECTIVE EQUIPMENT**C. Hand Protection, Selection :**

Employers shall base the selection of the appropriate hand protection on an evaluation of the performance characteristics of the hand protection relative to the task(s) to be performed, conditions present, duration of use, and the hazards and potential hazards identified.

1. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to those employees who are allergic to the gloves normally provided.
2. To remove gloves :
 - i. Use one hand to hold the outside of glove and carefully remove it from your hand.
 - ii. Hold the glove like a ball, in the palm of your gloved hand.
 - iii. Slide your other hand between your gloved hand and the glove.
 - iv. Remove the glove by holding the inside of the glove and turning the glove inside-out.

D. Bloodborne Pathogens - Methods of Compliance, Gloves :

1. Disposable (single use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.
2. Disposable (single use) gloves shall not be washed or decontaminated for re-use.
3. Utility gloves may be decontaminated for re-use if the integrity of the glove is not compromised.
4. However, they must be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

PERSONAL PROTECTIVE EQUIPMENT

E. PPE Types for your Eyes, Face and Head :

Type : Hazard / When To Use :

Eye and face	Avoid glare, splashing, strong air currents, fumes, and flying particles.
Eye and face	Molten metal, liquid chemicals, chemical gases or vapors.
Filtered lenses	Protection from injurious light radiation. Use darkest shade possible.

Ear	Reduce the exposure to noise. Plain cotton is not acceptable as PPE.
Hardhats	To prevent head injury from impact, falling or flying objects.
Helmets	To reduce electrical shock hazards from exposed electrical conductors.

Examples : glasses, goggles, face shields, side shields, ear plugs, muffs, hardhats, etc.

F. PPE Types for your Hands, Skin and Body :

Type : Hazard / When To Use :

Hands/Skin	To prevent skin adsorption of harmful substances or using chemicals.
Hands/Skin	To prevent thermal burns and harmful temperature extremes.
Hands/Skin	To avoid cuts, lacerations, abrasions, punctures, and vibration.
Hands/Skin	When handling heavy objects or to get a better grip.
Hands/Skin	When cleaning and administering first aid.

Back	Material handling of heavy objects.
Body Clothing	Clean up of a large contaminated area.

Examples : gloves, arm sleeves, aprons, coats, tyvek suits, back braces, coveralls, etc.

PERSONAL PROTECTIVE EQUIPMENT

G. PPE Types for your Feet and Knees :

Type : Hazard / When To Use :

Footwear	While handling heavy material or objects that could pierce the sole.
Footwear	When there is a potential of falling or rolling objects.
Footwear	For better traction, especially on wet or elevated surfaces.
Footwear	When feet are exposed to electrical hazards.

Knee Use pads when kneeling on a hard or rough surface.

Examples : steel-toe boots, closed toe shoes, knee pads, pants, etc.

H. PPE Types for Special Operations :

Type : Hazard / When To Use :

Mats	Working on a wet surface to reduce slipping hazards.
Welding	Special glasses with filtered lenses with various shades (not tinted)
Welding	Helmets, face shields, leather gloves, apron
Respirators	To prevent the inhalation of toxic atmospheres.
Dust masks	To prevent the inhalation or ingestion of airborne dust.
CPR Masks	When giving mouth to mouth resuscitation.

PERSONAL PROTECTIVE EQUIPMENT***I. Occupational Noise Protection, Awareness :***

1. Protection against the effects of noise exposure shall be provided and used when the sound levels equal or exceed an eight-hour time-weighted average (8 hr TWA) sound level of 85 decibels (dB) or a dose of fifty percent when measured on the A scale of a standard sound meter at slow response.
2. The employer and employees should attempt every means possible to control noise levels in the workplace. The "Initial Determination" monitors the workareas for noise levels. Notify your supervisor if you are concerned about the noise levels.
3. Available types of ear PPE are ear plugs, hearing bands, and ear muffs.
4. Additional training covers : (i) The effects of noise on hearing; (ii) The purpose of hearing protectors and how to properly use them; and (iii) The purpose of audiometric testing.

J. Occupational Noise Protection, Wearing Ear Plugs :

1. Employees shall wear ear protection for special projects whenever "loud" music or equipment, are used for extended periods throughout the work day.
2. How to insert foam ear plugs :
 - i. With clean hands, roll the foam between your fingers.
 - ii. Hold your upper, outer ear with your other hand (up and over your head);
 - iii. Gently insert the earplug and allow the foam to expand into your ear. Do not crush the little hairs inside your ear.
3. Remove ear PPE whenever the noise level returns to a normal level (i.e. you can carry on a conversation without shouting) so that you can hear emergency warnings.

PERSONAL PROTECTIVE EQUIPMENT***K. Quick Drenching Stations, Location and Design :***

1. Location : Near operations, such as tanks and machines, which may burn, irritate or otherwise be harmful to the worker. Label the location. Shall be clearly accessible.
2. Design : There shall be a supply of clean, cold water. The water pressure shall not exceed 25 pounds and shall be provided with a quick opening valve. The flow rate shall be at least 0.4 gallons per minute.
3. Options : Use either a hose, shower or eyewash station or a combination unit.

L. Quick Drenching Stations, Use :

1. Where the eyes and body of any person may be exposed to injurious materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate emergency use.
2. Ideally, eyewash stations shall be placed so that a person can access it within ten seconds (55 feet). The pathway shall be free of steps, doors, and other obstacles. For strong acid or strong caustic, the eyewash shall be immediately adjacent to the hazard.
3. In general, the employee should flush the affected area for at least 15 minutes, but consult the specific SDS.
4. Periodically check to assure the stations are operable and the water is clear.
5. Secure protective caps when the eyewash stations are not in use.

SAFE WORK PRACTICES for CHEMICALS**A. Hazardous Chemicals, General :**

1. Read the Safety Data Sheets (SDS) and labels before using any chemical. If you do not understand the wording, ask for assistance or consult an "SDS" dictionary.
2. All materials shall be handled with due respect to their chemical properties.
3. All procedures shall be performed in a manner that will minimize splashing, spraying, and splattering.
4. Assure there is adequate ventilation whenever using chemicals.
5. Keep containers closed when not in use.
6. Leaking containers shall be repacked into an approved container. If necessary, move the container to a well ventilated, safe area before repacking.

B. Hazard Communication, Awareness :

1. Assure all chemical containers and hoses are labeled.
2. Do NOT bring chemicals from home. New chemicals need to be evaluated before using them in the workplace. Only use company approved chemicals.
3. Know where your SDS book is stored so that you can read and learn about the chemicals you may use.
4. Ask your Supervisor if you need labels, SDSs, PPE, or if you have any questions on the chemical products you use.

SAFE WORK PRACTICES for CHEMICALS**C. Hazardous Chemicals, Using :**

1. Open the containers slowly. Allow for any vapor pressure to dissipate before fully opening the container. Point opening away from your face and other people.
2. Dispense or mix the right amount needed to complete the job. Try to minimize waste.
3. Wipe residue from the containers, storage shelves, and work area.
4. Close the container and return it to the proper storage location.
5. Always add acid to water. Never add water to acid.

D. Chemical Storage Areas :

1. Designate separate chemical storage areas for each type of hazard.
2. Use approved containers to store chemicals.
3. The storage area shall be protected against tampering or trespassers.
 - i. Assure all cabinets or rooms storing chemicals are locked when not in use. No child shall have access to hazardous materials.
4. The storage area shall be kept free of weeds, debris, and other combustible material.
5. Store only the chemicals needed for building maintenance and work requirements.
6. Clearance shall be maintained around lights and heating units to prevent ignition.
7. Clean up any spilled material. Storage areas shall be clean, sanitary, and orderly.

SAFE WORK PRACTICES for CHEMICALS***E. Flammable or Combustible Material :***

1. Flammable or combustible liquids, i.e. paints, shall not be stored in areas used for exits, stairways, or normally used for the safe passage of people.
2. There shall be no smoking or open flames within 50 feet of flammable liquids.
3. Use non-sparking tools when working on or near flammable liquids and their containers.
4. If the total quantity of flammable and combustible chemicals is more than 25 gallons, then all containers must be stored in an approved, labeled, grounded, storage cabinet.

F. Incompatible Chemicals :

1. Do not store acids and bases together (bleach and ammonia).
2. Do not store oxidizers (hydrogen peroxide) with acids, bases, flammables and combustibles.
3. Do not store food with chemicals.
4. DO NOT MIX chemicals unless specifically instructed to do so.

SAFE WORK PRACTICES for CHEMICALS**G. In the Event of a Chemical Spill . . .**

1. For small spills/emissions affecting only one or two rooms, isolate the area by closing the doors to prevent entry.
2. If necessary, immediately evacuate the area of all students, employees, clients, and guests.
 - i. Stay upwind from the source.
 - ii. If evacuation is not possible then shelter in place.
3. Notify the Safety Program Administrator. Call 911 if needed.
4. If fumes and emissions are being generated then shut down the HVAC system.
5. Use berming techniques to divert spills away from buildings, storm or sewer drains, and other hazardous areas.
6. Slowly pour absorbent material around the spill, then fill in to absorb the spill. Scoop up the absorbent material and place in a waste disposal container.
7. Consult the SDS for the proper PPE and procedure to clean up and dispose of the spilled material.
8. If you are properly trained, then proceed with the cleanup and disposal. Follow the instructions on the SDS. If needed call an approved cleaning company for hazmat/biohazard responses.

SAFE WORK PRACTICES for CHEMICALS***H. Compressed Gases, Visual Inspection Criteria :***

1. Store all cylinders, regardless of size, in an upright position.
2. Secure the cylinders to prevent them from tipping over.
3. Each cylinder must be labeled or marked with the contents and appropriate warnings.
4. Fittings, gauges, hoses, joints, valves, and regulators shall be in good repair.
5. All cylinders shall be equipped with a pressure release valve.

I. Storage of Cylinders :

1. Cylinders shall be kept away from highly combustible materials and sources of heat.
2. Inside of buildings, cylinders shall be stored in a well-protected, well-ventilated, dry location. Some compressed gases are asphyxiants (causes you to pass out).
3. Cylinders shall be stored away from stairs and walkways.
4. Empty cylinders shall have their valves closed.
5. Valve protection caps shall always be in place, except when cylinders are in use.
6. Assure that the threading on the valve protection cap matches the cylinder's threading.
7. If cylinders will not be used within 24 hours, remove regulators and valves and re-cap cylinders.

SAFE WORK PRACTICES for CHEMICALS***J. Handling Cylinders :***

1. Do not carry any cylinder by the valve, valve cover, or valve connections. Firmly grasp the body of the cylinder or the handle.
2. Cylinders shall not be dropped, struck, or permitted to strike each other violently.
3. Cylinders shall not be placed where they might become part of an electric circuit.
4. Cylinders shall never be used as rollers or supports, whether full or empty.
5. Cylinders, cylinder valves, couplings, regulators, hose, and apparatus shall be kept free from oily or greasy substances.

K. Leaking Cylinders :

1. Use extreme caution. If the tip breaks off, the cylinder could act like a missile.
2. If possible, transfer leaking cylinders outdoors away from sources of ignition.
3. Slowly empty leaking cylinders in a safe area.
4. A visible "No Smoking" warning sign shall be placed near damaged cylinders. Tag and return all damaged cylinders to the supplier.

SAFE WORK PRACTICES for CHEMICALS***L. Bar-B-Que Grills :***

1. Instructions for lighting, using, and shutting off grills shall be clearly indicated on or in close visible proximity to the grills.
2. Readily ignitable material, such as weeds and long dry grass, shall be removed from within 10 feet of the grill.
3. Cylinders shall be well supported, in good condition, and set on a firm foundation or otherwise firmly secured.
4. Cylinders, valves, and connections shall be protected against damage and corrosion.
5. Cylinder containers shall be marked with the tare weight and its contents.
6. Inspect the cylinders in hot weather for gas pressure-related malfunctions. Avoid storing in direct sunlight.

EMERGENCY PLANNING

Every workplace shall be "arranged, equipped, maintained, and operated so as to avoid undue danger to the lives and safety of its occupants from fire, smoke, fumes, or resulting panic during the period of time reasonably necessary for escape from the building or structure in case of fire or other emergency." (29 CFR 1910.36)

Simple, easy-to-create Emergency Action Plans (EAPs) are a "thing of the past." Modern EAPs need to cover fire, bomb threats, terrorist acts, sniper attacks, domestic and workplace violence, severe weather, and any other foreseeable situation. Plans also need to address when to evacuate and when to stay inside.

Our Emergency Action Plan includes the Crisis Response Plan (CRP) which :

1. Provides an organizational structure for managing resources used to minimize loss from disaster or peril, and
2. Provide procedures for protecting the welfare of the students and staff.

A. Possible Responses to Emergencies :

1. Evacuate - Leave the building or area in an orderly fashion, gathering at a pre-designated Safe Meeting Area. This is a suitable response for fire, gas leaks, and localized toxic or hazardous releases.
2. Duck & Cover - Immediately get down below furniture level (duck) and find something solid to hide behind / under (cover). This is a suitable response to earthquakes, terrorists, snipers, and other armed workplace violence.
3. Shelter-in-Place - Gather everyone in a predetermined, presupplied room, when possible, and effectively seal the area from outside air. This is a suitable, 2-3 hour response to immediate area-wide atmospheric compromise (aerial release of toxic or hazardous material, such as biological weapons or a chemical release that does not allow time for safe evacuation). Shelter-in-place includes lockdown procedures.
4. Shelter - Relocate to a room for long term sheltering, avoiding windows (except to open them if feasible). This is a suitable response to extremely high winds (tornado, hurricane) or threat of aerial explosion (air raid).

EMERGENCY PLANNING**B. Drills :**

1. Each campus shall have regular drills during the time school is in session.
2. These drills shall be coordinated with the local fire departments.
3. Drills shall cover various topics such as evacuation, shelter-in-place, lockdown, earthquakes, etc.
4. Additional drills may be conducted throughout the school year, if needed.
5. All students shall be taught to take all drills *very* seriously. It is extremely important for them to practice, understand and know what to do in any type of emergency situation.

C. Exit Route :

1. The exit route contains three parts :
 - i. The exit access,
 - ii. The exit, and
 - iii. The exit discharge, the part of the exit route that leads to a street, walkway, refuge area, public way, or open space with access to the outside.
2. The exit route must be marked by readily visible signs and remain ready for use at all times from any point in the building.
3. Permanent aisles and passageways shall be marked.
4. Mark any doorway or passageway that is not an exit or way to reach an exit.

EMERGENCY PLANNING**D. Exit Route, Safety :**

1. Exits shall have three (3) feet of clearance and reliable lighting.
2. Keep stairways and aisles clear of items that can be tripped over.
3. Replace locks or fastening devices that obstruct the free escape from the building.
4. Furnishings or decorations shall be placed in a way that does not obscure any exit.
5. Mirrors shall not be placed on or next to exit doors.

E. Hazard Levels, Definitions :

1. "Low hazard contents." Low hazard contents shall be classified as those of such low combustibility that no self-propagating fire therein can occur and that consequently the only probable danger requiring the use of emergency exits will be from panic, fumes, or smoke, or fire from some external source.
2. "High-hazard contents." High-hazard contents shall be classified as those which are liable to burn with extreme rapidity or from which poisonous fumes or explosions are to be feared in the event of fire.
3. "Ordinary hazard contents." Ordinary hazard contents shall be classified as those which are liable to burn with moderate rapidity and to give off a considerable volume of smoke but from which neither poisonous fumes nor explosions are to be feared in case of fire.

EMERGENCY PLANNING**F. Emergency Equipment :**

1. Every business shall have at least one portable fire extinguisher mounted on the wall, between 4 inches and 5 feet from the floor (ideally, the distance should be 3 feet from the floor to accommodate physically challenged employees).
2. Inspect fire extinguishers once a month.
☞→Use the *Fire Extinguisher Inspection* form, Appendix B
3. Annual maintenance is required on each extinguisher.
4. Provide alternate equipment while extinguishers are being serviced or repaired.
5. All emergency equipment shall be continuously kept in proper operating condition.
6. All emergency equipment shall be conspicuously located and readily accessible. Maintain at least 3 feet in front of fire extinguishers, alarm pull stations, and other emergency equipment.
7. Use non sparking tools to shut off gas valves.

G. Employee Alarm Systems :

1. Alarm facilities shall be provided to warn occupants of the existence of fire or other emergencies so that they may escape, or to facilitate the orderly conduct of fire drills.
2. Acceptable methods for giving emergency alarm signals are distinct visual, tactile, or audible systems.
3. If an intercom system also serves as an employee alarm system, then all emergency messages shall have priority over non-emergency messages.

EMERGENCY PLANNING***H. Automatic Sprinkler Systems :***

1. A visual inspection of automatic sprinkler systems shall be performed quarterly.
2. Inspect the tag and pressure gauges at least quarterly, to assure the system is working and up to date.
3. The main drain flow test shall be performed on each system annually.
4. The inspector's test valve shall be opened at least every two years.
5. Protect automatic sprinkler system piping against freezing and exterior corrosion.
6. Escutcheon plates shall be flush with the ceiling.
7. Assure that a variety of replacement parts, i.e. sprinkler heads, are stored in close proximity with the sprinkler system.

EMERGENCY PLANNING***I. Medical and First Aid, General :***

1. First Aid boxes are available for employees to use.
2. There are employees designated to provide first aid services for the benefit of other employees.
 - i. Employees shall be trained and certified in First Aid and CPR through an approved vendor.
3. "Good Samaritan" acts are excluded from the "exposure to blood" standard, however, use standard precautions, such as wearing gloves and washing with soap and water.
4. If a student is injured, take a minute to collect yourself and remain calm. Avoid touching blood or other body fluids without proper personal protective equipment.
5. For minor cuts, bloody nose, contusions, human bites, etc. escort the student to the nurse.
6. If needed, do not move the student and have the nurse respond to the scene.
7. Decontaminate any clothing, equipment and playing areas as required.
8. The nurse or front desk administrator shall contact the parents or legal guardian of the student to inform them of the incident and additional treatment required.

EMERGENCY PLANNING**J. Classrooms, Grab and Go Bags :**

1. Grab and Go bags should have the following :
 - i. Emergency contact information for each child and staff member.
 - ii. Emergency contact for bussing and alternative long-term safe meeting areas.
 - iii. First aid kit
 - iv. Kleenex
 - v. Sign in/out clipboards with current daily attendance sheets.
2. Emergency food, water and supplies can be stored in the kitchen in plastic containers and labeled for emergency use only.
3. If needed, assign teachers to take "Grab and Go" bags when leaving. Assign a staff member to take the emergency food and water container.

K. First Aid Kits, Contents :

1. FAK Contents will meet ANSI Z308.1-2003 Type I, II or III if stocked with the following items :
 - i. 16 Band-aid, 1 x 3 inch
 - ii. 4 Sterile Pads, 3 x 3 inch minimum
 - iii. 1 Absorbent Compress, 4 x 8 inch minimum
 - iv. 1 Five yards of Adhesive Tape
 - v. 10 Antiseptic Applications, 0.5 grams each
 - vi. 6 Burn Treatment Applications, 0.5 grams each
 - vii. 2 Pairs of Gloves
 - viii. 1 Triangle Bandage, 40 x 40 x 56 inch minimum

EMERGENCY PLANNING***L. Medical and First Aid, Safe Practices :***

1. Only use products with gauze material to clean a wound and to absorb any blood.
2. Decontaminate a piece of equipment or clothing by one of the following procedures.
 - i. Set aside for at least 10 days, to allow all viruses to die, and then resume normal cleaning. Do not wash contaminated clothing with other laundry.
 - ii. Wear gloves. Clean with a 1:10 mix of household bleach to water and rinse with water.
3. If the blood is contained within the gauze material of band-aids or other products, you can dispose of this waste via regular trash collection procedures.
4. All other occupational related medical service, advice, or consultation is provided by the designated workers' compensation managed care organization (MCO).

EMERGENCY PLANNING**M. Emergency Action Plans, General Information :**

A plan for a workplace describing what procedures the employer and employees must take to ensure employee safety from fire or other emergencies.

 → Use the *Emergency Action Plan* form, Appendix B

1. Post emergency telephone numbers near telephones.
2. The preferred means of reporting emergencies would be to call 911. Never assume someone else has called 911, make the call yourself. 911 is able to handle multiple calls.
3. The type of evacuation procedure used is called "Total and Immediate." In other words, all employees evacuate the area immediately after hearing the alarm. Do not spend the time to shut down equipment or gather personal belongings.
4. Any rescue efforts shall be conducted by the responding fire department. First aid and medical duties are provided by paramedics or other healthcare personnel.
5. Know where the fire extinguishers and first aid supplies are located.
6. Know what your responsibilities are to carry out the plans successfully.

EMERGENCY PLANNING**N. Emergency Evacuation Maps :**

"Emergency escape route" means the route that employees are directed to follow in the event they are required to evacuate the workplace or seek a designated refuge area.

1. Show emergency escape routes on a current workplace map.
2. The map(s) should show "you are here" markings and the path to escape.
3. Color coded maps will aid employees in finding their route assignments.
4. Learn at least two ways to leave your work area.
5. Indicate the location of fire extinguishers, shut-off valves, first-aid kits, and other emergency equipment.
6. Display bordering street(s) and a symbol showing the direction of north.

O. Fire Prevention Plan, General Information :

📄→Use the *Fire Prevention Plan* form, Appendix B

1. Keep designated fire lanes clear at all times.
2. The address and suite number of each business shall be marked on the side of the building and clearly visible from the road.
3. There shall be no smoking inside the buildings. Smoke in designated outside areas only. Extinguish and dispose of all cigarettes in ashtrays.
4. Do not throw or extinguish cigarette butts on the ground. Never leave a lit cigarette in an ashtray, on a table, or unattended.
5. Know where the pull boxes, fire extinguishers, and emergency equipment are located.
6. Know where potential fire hazards exist at the workplace and the associated prevention controls and safe work practices.

EMERGENCY PLANNING***P. Incident Command, General Information :***

1. Safe Meeting Area Coordinators shall report attendance and injured people to the Incident Coordinators.
2. Incident Coordinators shall :
 - i. Verify report to fire/police department.
 - ii. Initiate action to protect students and staff.
 - iii. Monitor disaster area status.
 - iv. Secure site access until police/fire personnel arrive.
 - v. Establish control of phone system and intercom.
 - vi. Provide updates to information units (i.e. injuries and evacuation).
 - vii. Appoint an employee to document all actions if needed.
 - viii. Monitor commercial and public radio/television.
3. The Nurse shall :
 - i. Establish safe area for injured.
 - ii. Administer first aid to the injured people.
 - iii. Assist paramedics or other emergency medical personnel as needed.
 - iv. Report names of injured and condition to Incident Coordinator.
 - v. Report status to Incident Coordinator.
 - vi. Keep records of names and condition of injured.

EMERGENCY PLANNING**Q. The Evacuation Procedure :**

1. Direct guests, students and other employees out of danger. If persons with disabilities are in the area, give needed assistance.
2. Evacuate immediately in a calm, orderly fashion. Walk quickly to the nearest exit.
3. If the exit route is inaccessible, use an alternate route.
4. After an evacuation, go directly to a safe meeting area. Do not reenter the building.
5. Take attendance and account for all employees and guests.
6. Report missing or injured people to emergency personnel.
7. Do not leave the safe meeting area until the "All Clear" message is received.
8. Only authorized employees shall interact with the media, i.e. TV, radio reporters. Tell the media that you have "NO COMMENT" and refer them to the appropriate public information/media spokesperson.

R. Evacuating Persons with Visual Impairments :

1. Tell the person the nature of the emergency and offer to guide them to the nearest exit.
2. Have the person take your elbow and escort them to the safe meeting area.

S. Evacuating Persons with Hearing Impairments :

1. Tap the person's shoulder and point to the strobe lights on the fire alarms. Indicate through writing a note or gesturing what is happening and what to do.
2. Escort them to the safe meeting area.

EMERGENCY PLANNING***T. Evacuating Persons with Mobility Impairments :***

1. Persons with mobility impairments should be escorted to the nearest exit.
2. If needed, use a wheel chair or an evacuation chair. Ask for assistance. When possible, proceed to the safe meeting area.

U. Evacuating Children :

1. Have the young children hold hands with a “buddy” as they exit the classroom.
2. Begin to do activities such as singing or playing guessing games. The object is to keep them calm and in an orderly fashion.
3. Assign people to start calling the parents or guardians. If needed arrange for the parents/guardians to pick up their children. Document the time and name of the parent/guardian and the child(ren) they picked up.
4. Maintain a list of emergency contacts for all active enrollments and staff. Information shall be updated weekly.
5. Parents are responsible for notifying the school of any medical information required for the proper care of their children. Parents are also responsible for updating emergency information with the school on a regular basis.
6. The parents are also responsible for allowing the staff to properly care for their children in the event of an emergency. Parents shall not bypass accountability procedures or hinder the responsibilities of the staff/teachers in implementing the established emergency procedures for the situation.

EMERGENCY PLANNING***V. Securing or Controlling the Situation Before Evacuating :***

If possible, allow the fire department to extinguish all fires and conduct search and rescue missions.

Only trained workers may attempt to respond to a fire or other emergency. However, people tend to panic and may attempt to control the situation.

Therefore, here are some basic tips :

1. Close doors before leaving. (except for a bomb threat).
2. Never use water on an electrical or grease fire.
3. Fire Extinguisher - How to Use :
 - i. Pull pin.
 - ii. Stand 7 - 10 feet back.
 - iii. Aim at the base of the fire, squeeze, and
 - iv. Use a slow sweeping motion until extinguished.
4. Evacuate immediately if the situation gets out of control.

W. If a Fire occurs . . .

1. Stay low to the floor.
2. Feel the door, door knob, and the air surrounding the door.
3. If you feel any heat, use another route.
4. If the door is cool, slowly open the door. Close the door if smoke or heat rushes in.

EMERGENCY PLANNING***X. If a Fire occurs . . . and you are trapped !***

1. If you are trapped in a room, block the vents and stuff the air passages around doors to prevent smoke from entering the room.
2. If there is a phone in the room, call 911 and tell them your exact location.
3. Go to a window and signal for help. Use caution when opening a window. The air may fuel the fire and make the situation worse.
4. If you catch on fire, drop and roll on the ground to put out the flames.

Y. Earthquakes, Duck and Cover then Evacuate :

1. Drop to the ground and take cover under a doorway, room corner, desk or large table. Let the children know that there may be a loud rumbling noise with movement and to remain still for a few minutes.
2. After the quake, evacuate and then inspect for building damage and gas leaks. Stay away from buildings, trees and power lines.
3. Shut off the main gas valve, if possible, and avoid open flames and other heat sources.
4. Secure the building to prevent further damage or injuries.
5. Remain alert for aftershocks.

EMERGENCY PLANNING**Z. Other Severe Weather Emergencies (Flash Floods, Tornadoes, Thunderstorms, etc.) :**

1. Listen to the emergency broadcast system, local news, and weather report updates.
2. Follow the advice of emergency personnel. Depending on the emergency, it may be safer to remain indoors.
3. If evacuation is deemed necessary, transportation away from the threatened area should be the first priority.
4. Promote order, control, and calmness throughout the emergency situation. Keep interested people up to date on information received.

AA. Motor Vehicles, Aircraft, etc. :

1. Call 911 and secure the area.
2. Evacuate if needed.
3. Follow the advice of police, fire and other emergency crews.

BB. Shelter In Place (Lockdown) :

1. Shelter In Place is for short term sheltering (two to three hours).
2. This is the suitable response to the release of hazardous materials into the atmosphere or a police situation occurring nearby.
3. In essence, it is creating protected inside area in which to wait out the relatively short period of time for assistance to arrive or exposure levels to drop.

EMERGENCY PLANNING**CC. Shelter In Place, During the Emergency :**

After determination that a toxic, unknown, or flammable gas is present outside the facility or after instructions from the fire department, the designated person shall :

1. Announce Shelter-In-Place over the intercom.
2. If you and your students are outdoors then proceed to the nearest room.
3. All classroom doors shall be locked and sealed (for drill purposes pull a small piece of masking tape across door and threshold).
4. Teachers shall take attendance and tape a list of missing students on the window.
5. The air conditioning/heating units will be turned off (simulation during drill).
6. Any student not in a classroom when it is sealed should be sent to the office (do not open your door to let the student in).

DD. Shelter In Place, Office :

1. The principal and front desk administration shall remain in the school office. They will be the only contact between health facilities and classrooms.
2. Shut down all ventilation systems. In a simulated drill, proceed through the steps, but the system does not need to be actually turned off.
3. You will be told on the intercom when the drill is over.

EMERGENCY PLANNING**EE. Shelter In Place, Securing the Building :**

1. Close the school. Post signs at building entrances advising that the school is closed and that you are sheltering-in-place, for the benefit of the general public as well as the authorities.
2. Close and lock all openings to the outside. If you are told there is danger of explosion, close window shades, blinds, and / or curtains to control broken glass.
3. Close all interior doors, unless there is a danger of explosion. In this event, leave all exterior openings closed and locked, but all interior doors open, except the door(s) to the shelter area.

FF. Shelter In Place, Hazardous Chemical :

1. Have employees that are familiar with your building's mechanical systems turn off all fans, heating and air conditioning systems. Almost all commercial systems automatically provide for exchange of inside air with outside air – these systems, in particular, need to be turned off or disabled, and then sealed (from inside the building).
2. If possible, use duct tape and plastic sheeting to seal all cracks around the door(s) and all vents and / or exhausts leading to or from the shelter area.

EMERGENCY PLANNING**GG. When Advised to Shelter In Place :**

1. If there are parents or visitors in the building, provide for their safety by asking them to stay – not leave.
2. Turn on call forwarding or alternative telephone answering systems or services. If the business has voice mail or an automated attendant, change the recording to indicate that the business is closed, and that staff and visitors are remaining in the building until authorities advise it is safe to leave.
3. Bring everyone into the previously selected and supplied room(s). Take attendance. Check restrooms while proceeding to the shelter. Make sure nobody is left outside of the shelter. Ensure that anyone requiring medication has what they need with them. If the situation allows the opportunity, suggest visits to the restroom before the area is sealed.
4. Shut and lock the door(s) to the shelter area. Use duct tape and plastic sheeting to seal all cracks around the door(s) and all vents and / or exhausts leading to or from the shelter area.

EMERGENCY PLANNING**HH. When the Shelter is Established :**

1. Remain calm, and calm others that have difficulties. Remind everyone that Shelter-in-Place is a short-term response; they may expect relief in two or l've hours.
2. Unless there is an imminent threat, ask employees, students, and visitors to call their emergency contact(s) to let them know where they are and that they are safe. Keep calls as brief as possible; telephone resources will be in high demand.
3. Determine whether any special considerations will be needed when the shelter is opened. This should include any medical or mobility needs. The exit priorities and procedures should be established at this time.
4. Monitor TV and/or radio emergency broadcast systems for additional information, including the announcement of an all-clear. The Emergency Broadcast System will keep the public informed during and after emergencies. Following their instructions regarding sheltering, food, water, and clean up methods is your safest choice.
5. Local officials on the scene are the best source of instructions and information for your particular situation.

II. Shelter In Place, Selecting Rooms :

1. Select an interior area with the fewest exterior windows and vents, above ground floor when possible. Choose a hard ceiling (no ceiling tiles) if possible. Consider hallways and large closets.
2. Determine a suitable size for the anticipated quantity of people. If more than one area is needed then provide inter-area communication.
3. Determine how to close off air exchange (HVAC) to the outside atmosphere.
4. Set up a hard-wired telephone system or cellular phone system.
5. If possible, create access to sealable rest room facilities.

EMERGENCY PLANNING**JJ. Shelter In Place Kit :**

1. Plastic Sheeting (heavier than food wrap) or heavyweight plastic garbage bags.
2. Duct Tape & Scissors
3. Face masks or dense cotton material
4. Door sign(s)
5. Telephone contact list
6. Ladder / stepstool
7. Oxygen / Carbon Monoxide Air Monitors
8. Essential disaster supplies

KK. Shelter In Place Kit, Essential Disaster Supplies :

1. Nonperishable food and manual can opener
2. Bottled water
3. Portable TV / radio
4. 2-way radios (walkie-talkies)
5. Flashlight(s)
6. Batteries
7. First aid kit

EMERGENCY PLANNING**LL. Shelter In Place, Warning Signs of Oxygen Deficiency :**

1. Gradual headache, dizziness
2. Increased respiration & sweating
3. Nausea
4. Pulse becomes rapid & weak
5. Labored breathing, sleepiness
6. Changes in skin color (flushed or pale in general, blue-tinged extremities, nails & lips)
7. Unconsciousness, followed by death

MM. Shelter In Place, Lockdown Procedures :

1. All classrooms shall be notified of a lockdown through the intercom system.
2. Keep all students in classroom. No one is to leave for any reason.
3. Close and lock all windows and doors. Keep blinds closed.
4. Do NOT get curious! Do NOT Open the door, blinds or windows under any circumstances. If Police or any other authorities need to enter your classroom, you will be notified through the intercom system.
5. The "All Clear" shall be announced over the intercom.

WORKPLACE VIOLENCE

Workplace violence has emerged as an important safety and health issue in today's workplace. It's most extreme form, homicide, is the second leading cause of fatal occupational injury in the United States.

The most common type of workplace violent crime was simple assault with an average of 1.5 million a year. There were 396,000 aggravated assaults, 51,000 rapes and sexual assaults, 84,000 robberies, and 1,000 homicides.

Robbery continued to be the primary motive of job-related homicide, accounting for 85% of the deaths. Disputes among coworkers and with customers and clients accounted for about one-tenth of the total.

Domestic violence does not stay home when its victims go to work : it affects productivity, increases absenteeism, and raises the risk of violence in the workplace. Many battered women are working women. Nearly four million women are battered by their husbands or boyfriends every year.

Terrorism includes : Bomb threats, radiological, chemical, nuclear and biological hazards.

A. Risk Factors :

1. Factors which may increase a worker's risk for workplace assault are :
 - i. Contact with the public;
 - ii. Exchange of money;
 - iii. Delivery of passengers, goods or services;
 - iv. Having a mobile workplace such as a taxicab or police cruiser;
 - v. Working with unstable or volatile persons in health care, social services, or criminal justice settings;
 - vi. Working alone or in small numbers;
 - vii. Working late at night or during early morning hours;
 - viii. Working in high-crime areas;
 - ix. Guarding valuable property or possessions; and
 - x. Working in community-based settings.

WORKPLACE VIOLENCE**B. Biological Agents :**

1. Unlike nuclear and chemical agents, biological agents are not detectable with the five human senses.
2. You would never realize you may have been exposed to a biological agent, until you started becoming sick with certain symptoms.
3. Biological weapons may expose people to bacteria, viruses, or toxins as fine airborne particles.
4. Biological agents are infectious through one or more of the following mechanisms of exposure, depending upon the particular type of agent :
 - i. Inhalation, with infection through respiratory mucosa or lung tissues;
 - ii. Ingestion;
 - iii. Contact with the mucous membranes of eyes, or nasal tissues; or
 - iv. Penetration of the skin through open cuts (even very small cuts and abrasions of which employees might be unaware).

C. Incoming Mail and Other Delivered Packages :

Be on the lookout for suspicious letters and packages :

1. Open packages / envelopes with a minimum amount of movement and always use a letter opener or method that is least likely to disturb the contents.
2. Do not use your bare hands if letters or packages look suspicious.
3. Do not blow into envelopes, avoid creating air currents.
4. Do not shake or pour out the contents. Also, don't bump it, or sniff it.
5. Keep hands away from nose, eyes and mouth when opening mail.
6. Always wash hands with soap and water after handling mail.

WORKPLACE VIOLENCE***D. What Constitutes a Suspicious Letter or Parcel - Address Area :***

1. Excessive postage, no postage, or non-canceled postage.
2. No return address or fictitious return address. It's handwritten and has no return address or bears one that you can't confirm is legitimate.
3. It's unexpected or from someone you don't know.
4. It's addressed to someone no longer at your address.
5. Improper spelling of addressee names, titles, or locations.
6. Unexpected envelopes from foreign countries.
7. Packages marked as "Fragile – Handle with Care", "Rush – Do Not Delay", "Personal" or "Confidential."

E. What Constitutes a Suspicious Letter or Parcel - Package Source :

1. Suspicious or threatening messages written on packages.
2. Postmark showing different location than return address.
3. Distorted handwriting or cut and paste lettering.
4. Unprofessionally wrapped packages or excessive use of tape, strings, etc.

WORKPLACE VIOLENCE***F. What Constitutes a Suspicious Letter or Parcel - Outside Packaging :***

1. Rigid, uneven, irregular, lumpy, or lopsided packages.
2. Packages that are discolored, oily, crystallization, strange odors, or have an unusual odor or ticking sound.
3. Packages with soft spots, bulges, or excessive weight.
4. Protruding wires or aluminum foil.
5. Unusual size or weight given size.
6. Have any powdery substance on the outside.

G. Finding Suspicious Mail - Responding :

1. Do not shake or empty the contents of any suspicious envelope or package.
2. If an unknown substance spills from the package / envelope, do not try to clean up substance.
3. Avoid creating air currents.
4. If material spills on floor avoid stepping near it. Avoid tracking any spilled materials to other locations.
5. Double bag the letter or package in zipper-type or zip-lock type plastic bags using latex gloves and a dust mask, or some other type of container to prevent leakage of contents.
6. If you do not have any container, then COVER the envelope or package with anything (e.g., clothing, paper, trash can, etc.). DO NOT REMOVE THIS COVER


WORKPLACE VIOLENCE**H. Suspicious Mail - Responding, Safe Work Practices :**

1. Care should be taken when bagging letters and packaged to minimize creating a puff of air that could spread pathogens.
2. It is best to avoid large bags and to work very slowly and carefully when placing objects in bags.
3. Do not remove any potentially contaminated items from area.

I. Suspected Bomb Procedures :

1. If an actual suspicious object or package is located, or if something abnormal and unidentifiable is located, do not attempt to examine or remove the item.
 - i. Do not smoke around the suspected area.
 - ii. Do not accept identification markings on any object as legitimate.
 - iii. Do not touch, jar or shake a suspected bomb device.
 - iv. Do not open or attempt to open a suspicious package, trunk, valise, or other container.
 - v. Do not untie or cut a string or box fastener.
 - vi. Do not turn a cylindrical object.
 - vii. Do not unscrew a cover of cap on an object.
 - viii. Do not lift the cover of a suspected box.
 - ix. Do not use cellular phones or radio-controlled communication devices in the general area after the discovery of a suspected box.
 - x. Do not attempt to start or enter a vehicle.
2. If you did pick it up or touch the object, once realizing the situation, set it down gently and do not touch it again. Do not allow other people to touch it.
3. If a written threat is received, copy the contents and protect the original message (plastic or other covering) to preserve identifying marks or fingerprints.

WORKPLACE VIOLENCE**J. Receiving a Bomb Threat or other Threats :**

1. The person receiving a bomb or other threat over the telephone should carefully listen to the caller.
2. Ask them to repeat the message. Pretend you are having difficulty understanding.
3. Take notes as best as you are able while on the phone. Tape record the conversation if possible.
 → Use the *Bomb Threat Questionnaire* form in Appendix B.
4. Immediately after the call, call the Police Department. Use a different phone line, so that the call can be traced, i.e. *69.
5. Do not discuss the threat with co-workers as this may cause unnecessary panic and jeopardize their safety.

K. Responding to a Bomb Threat:

1. Evacuate immediately. Keep doors and windows open.
2. On your way out of your area and the building, look around the room and determine if anything is out of its usual place.
3. Call police.
4. Contact postal inspectors, if it involves the US Mail.
5. Call local fire department / HAZMAT unit.

WORKPLACE VIOLENCE***L. Responding to a Radiological Threat :***

1. Limit exposure – don't handle.
2. Evacuate area.
3. Shield yourself from object.
4. Call police.
5. Contact postal inspectors, if it involves the US Mail.
6. Call local fire department / HAZMAT unit.

M. Responding to a Biological or Chemical :

1. Isolate – don't handle.
2. Evacuate immediate area. Do NOT use cellular phones.
3. Wash your hands with soap and warm water.
4. Call police
5. Contact postal inspectors.
6. Call local fire department / HAZMAT unit.

WORKPLACE VIOLENCE***N. Preventing Violent Incidents :***

1. Some recommended engineering and administrative controls :
 - i. Physical barriers such as bullet-resistant enclosures, pass-through windows, or deep service counters;
 - ii. Alarm systems, panic buttons;
 - iii. Convex mirrors, elevated vantage points, clear visibility of service and cash register areas;
 - iv. Bright and effective lighting;
 - v. Adequate staffing;
 - vi. Arrange furniture to prevent entrapment;
 - vii. Cash-handling controls, use of drop safes;
 - viii. Height markers on exit doors;
 - ix. Emergency procedures to use in case of robbery;
 - x. Training in identifying hazardous situations and appropriate responses in emergencies;
 - xi. Video surveillance equipment and closed circuit TV;
 - xii. Establish liaison with local police;

O. Violent Incidents, Safe Work Practices :

1. Have visitors and parents enter and exit through designated areas. Use a sign-in/out log if possible. Do NOT open fire/security exit doors to parents and visitors.
2. Know where panic buttons are located.
3. Set speed dials on the phone systems for emergency contacts. Call 911 and set the phone down, do not hang up.
4. If you see unauthorized people, i.e. vendors, visitors, strangers, etc., in any workarea, then question the individual (if safe to do so), or contact your Supervisor.
 - i. If any visitor refuses to comply with your request, contact the office immediately. The office will announce a lockdown.
5. Use a buddy system whenever you feel uncomfortable confronting a guest or another employee. Stay calm and professional. Call your supervisor before the situation elevates to a serious incident.

WORKPLACE VIOLENCE**P. Violent Incidents, Weapons :**

1. If you suspect the existence of a weapon :
 - i. Assess the situation.
 - ii. Notify the office. The Principal or designee shall investigate.
 - iii. Office shall call the police if the weapon is confirmed.
2. If you are confronted with a weapon :
 - i. Do not try to confiscate the weapon.
 - ii. Assess the situation.
 - iii. Notify the office. The Principal or designee shall investigate.
 - iii. Office shall call the police if the weapon is confirmed.
 - iv. Never take a weapon directly from a hand. Instruct the person to lay the weapon down on the desk or the floor.
3. Educate the students on their responsibility for reporting incidents.
4. Institute Secret Witness Program if needed.

Q. Searching Students :

1. Teachers and/or administrators have the right to search students.
2. This right includes searching students' desks at any time.
3. Searching a student's person is subject to strong legal safeguards.
 - i. When a teacher feels a student should be searched the administrator will be contacted and shall assist the teacher.
 - ii. You may search a student if the student voluntarily consents.
4. Confiscated toys, playthings, or other inappropriate items shall not be discarded but stored where they can be returned to parents, if necessary.
5. Dangerous items should be confiscated immediately and the administrator notified.

WORKPLACE VIOLENCE***R. Building Security Access Devices : Keys, Fobs, Badges, etc. :***

1. Teachers are responsible for the maintenance and security of all issued school access devices.
2. Do not loan to unauthorized persons (including students) or leave unattended.
3. Do not duplicate or make additional keys, without approval.
4. Assure that classroom doors are locked when the room is vacant, and when working late or on non-school days.
5. Make certain that the building is secure when you depart.

S. If you are a Victim or Witness to a Crime :

1. Do not take any unnecessary risks that may put you in danger.
2. Be a good Witness! Police will need the following information :
 - i. Nature of the incident.
 - ii. Nature of injuries, if any.
 - iii. Location of perpetrator, if known.
 - iv. Description of person(s) involved.
 - v. Location of incident.
 - vi. Type of weapons involved, if any.
 - vii. Direction of weapons involved, if any.
 - viii. Direction of travel of the perpetrator, if known.
 - ix. Remain calm.

WORKPLACE VIOLENCE***T. Civil Unrest or Disturbance :***

Civil unrest is defined as a state of open, hostile conflict. This unrest normally manifests itself in the form of unprovoked attacks on public entities (schools, businesses, homes, buses, etc.)

1. Initiate classroom lock down procedures.
2. Secure site access.
3. Contact police via 911.
4. Remain locked down until given the "all-clear" sign by the Police.
5. If our school site is not in immediate danger, the office shall monitor commercial and public radio/TV and conduct business as usual.

U. Hostage Situations :

1. Comply with the instructions of your captors as best you can.
2. Do not attempt to fight back, chase, and struggle physically.
 - i. If you are being held hostage, attempt to keep the person talking.
 - ii. Try to negotiate the removal of students two or three at a time or talk the abductor out of the classroom.
3. Remain calm.
4. Take note of the characteristics of your abductors. Avoid making provocative remarks to your captors.
5. Try to establish a rapport with your captors.
6. Notify police immediately upon release.

WORKPLACE VIOLENCE***V. Hostile Visitors and Disgruntled Employees :***

1. If you find yourself a part of / or witness to a situation with a hostile witness or disgruntled employee there are some general safety tips to remember.
 - i. Use common sense !
 - ii. Stay calm and pay attention. Make mental notes of the situation and individual(s).
 - iii. Talk in a calm manner with individual and attempt to calm the person. NEVER use defensive language, tone, or body language – it will put individual on the defensive and make the situation worse.
 - iv. Avoid physical confrontation with the individual as it may further anger the individual or escalate to violence.
 - v. Determine if the instigator is armed or poses a physical threat.
 - vi. Casually look for a physical escape from the individual if necessary.

W. Missing Child or Student Abduction :

If you suspect or have knowledge that a student has been abducted the teacher shall :

1. Notify the office immediately that the student is missing. The teacher is to remain with their class and contact the office.
2. The Principal or designee shall investigate and interview witnesses.
 - i. Obtain a good description of the student.
 - ii. Obtain description of clothes worn by the student.
 - iii. Obtain a photograph of the student.
 - iv. Have Student Information Card/File available.
 - v. Notify the parent of the student (if parent not the notifying individual).
 - vi. Notify the police department if necessary.
 - vii. Document all interventions (time, date, persons contacted, etc.)
3. Only release students to persons designated on the enrollment cards with proper identification.
4. Verify students bringing notes from home by calling the custodial parent or legal guardian on the enrollment card and verifying authorization for release.
 - i. If verification is not made, do not release the student.

WORKPLACE VIOLENCE***X. Post-Incident Response and Evaluation :***

1. Post-incident response and evaluation are essential to an effective violence prevention program.
2. All workplace violence programs should provide treatment for victimized employees and employees who may be traumatized by witnessing a workplace violence incident.
3. Several types of assistance can be incorporated into the post-incident response :
 - i. Trauma-crisis counseling;
 - ii. Critical incident stress debriefing; or
 - iii. Employee assistance programs to assist victims.

Y. Domestic Violence :

1. If you are in a violent relationship, one of the most important steps you can take is to make a safety plan at work.
2. At work, you may want to :
 - i. Save any threatening email or voicemail messages.
 - ii. Park close to the entrance of your building, and talk with Security, the police, or a manager if you fear an assault at work.
 - iii. Have your calls screened, remove your name and number from automated phone directories.
 - iv. Obtain a restraining order and make sure that it is current and on hand at all times. Include the workplace on the order. Consider providing a copy to your employer.
 - v. Provide a picture of the perpetrator to reception areas and/or Security.
 - vi. Identify an emergency contact person should your employer be unable to contact you.
 - vii. Ask Security to escort you to and from your car or public transportation.
 - viii. Request a change in your work schedule, work site, or work assignment if such a change is possible and would increase your safety at work.
 - ix. Check if additional security measures for your work site are possible.
 - x. Review the safety of your childcare arrangements.

WORKPLACE VIOLENCE

Z. When an Employee Discloses Abuse :

1. If the employee chooses not to disclose, no further questions or speculations should be made. A referral for assistance should be given at the end the conversation.
2. When an employee discloses abuse, the supervisor should communicate four important messages to the employee :
 - i. The supervisor is concerned for and supports the employee.
 - ii. The information will be kept in the strictest confidence.
 - iii. The employee should seek help for domestic violence, appropriate referrals (name and phone number of organizations/ resources) should be given.
 - iv. The supervisor is available to help with work issues or with access to other resources in the company, if that is what the employee wishes.

ERGONOMICS AND BACK INJURY PREVENTION**A. Lifting Objects :**

1. Check the weight of the object before attempting to lift it.
2. Never attempt to lift or push an object that is too heavy, oversized, or awkward. Ask for additional help if needed.
3. Train muscle groups to work together.
4. When lifting :
 - i. For good balance, space your feet with toes pointed outward.
 - ii. Bend your knees, hold your back straight, and tuck in your chin
 - iii. Get a firm grip. Pause, look forward, then use your leg muscles to exert lifting force.
 - iv. Hold objects close to your body and lift using a smooth, continuous movement.

B. Transferring Objects :

1. Plan the route and final storage place before you lift.
2. Remove any obstacles from the path.
3. Identify tripping hazards and changes in elevation.
4. Make sure aisles are wide enough to allow free movement.

ERGONOMICS AND BACK INJURY PREVENTION***C. Lifting and Transferring Objects, Safe Work Practices :***

1. Transfer objects at waist level and bend your knees to adjust position.
2. Never lift anything stored above your shoulders.
3. Never reach sideways more than an arm's length.
4. Do not twist your body. Turn by moving your feet.
5. When the load is carried by more than one person, allow one individual to be the coordinator.

D. Dollies and Carts :

1. Whenever possible, use mechanical means (dollies, carts, etc.) to lift and transfer objects.
2. On flat surfaces, push objects instead of pulling.
3. On all grades, always operate hand trucks and dollies with the load-engaging means downgrade.
4. Never ride on a dolly, or cart.
5. Where mechanical handling equipment is used, sufficient safe clearances shall be allowed for aisles, at loading areas, through doorways, and whenever turns or passage must be made.

ERGONOMICS AND BACK INJURY PREVENTION**E. Ergonomics, Work Station :**

1. If you begin to feel aches and pains after extended periods of work, ask for a work station ergonomic evaluation or try stretching exercises.
2. Proper posture is very important to allow your body to work its best.
3. Avoid leaning on the edge of a hard work surface. This can cause a pressure point and stop the flow of blood or pinch a nerve.
4. Keep all equipment, reference documents, and other supplies positioned so that you avoid awkward movements or stretching to reach an object.

F. Ergonomics, General :

1. Repetitive motion and static motion are equally harmful to your body.
2. Only use braces and support equipment to improve posture, unless directed by the medical provider. Extended use or continuous tension can lead to weakened muscles.
3. Relieve eye strain by periodically focusing on an object that is far away.
4. Stretch muscle groups until you feel a slight tension, then hold for 10 to 30 seconds.

ERGONOMICS AND BACK INJURY PREVENTION**G. Setting up Your Computer Work Station :**

- feet Both heel and toe should comfortably rest on the floor or footrest.
knees Adjust chair or foot rest so that your knee joints form right angles.
- back Rest your back on the back support of the chair. Try not to slouch.
neck Do not extend your head back past your shoulders.
- eyes Your eyes should focus either on the top of the monitor or slightly below.
arms If possible, use arm rests to support your arms by your side.
- elbows Ideally, your elbows should be at right angles, resting close to your sides.
wrists Your hand and forearm should form a straight line.

H. Tools and Ergonomics :

1. Use the correct tools for the job.
2. Whenever possible, use power tools (battery, electric, air, etc.) instead of hand tools.
3. Use attachments or special tooling to reach "hard to access" places and maintain ideal posture.
4. Wear appropriate PPE.

I. Miscellaneous :

1. Avoid excessive bending.
2. Try to avoid prolonged positions.
3. Watch your footing . . . wear non-slip shoes.

ACCIDENT INVESTIGATION : EMPLOYEE

Report Date :			Report Time : <input type="checkbox"/> am <input type="checkbox"/> pm		
PART 1 : VICTIM INFORMATION		check one : <input type="checkbox"/> Actual Accident <input type="checkbox"/> Near Miss Accident			
Name :		Home Phone :		Birth Date :	
Address :					
<i>Street</i>		<i>Apt.</i>		<i>City</i>	
		<i>State</i>		<i>Zipcode</i>	
Department :		Position :			
Shift Start : <input type="checkbox"/> am <input type="checkbox"/> pm		Shift End : <input type="checkbox"/> am <input type="checkbox"/> pm		Hire Date :	
PART 2 : ACCIDENT INFORMATION		check one : <input type="checkbox"/> First Aid <input type="checkbox"/> Medical Treatment <input type="checkbox"/> N/A			
Accident Date :		Accident Time : <input type="checkbox"/> am <input type="checkbox"/> pm			
Specific Location :					
Describe How Accident Happened :					
Describe how the accident could be prevented ?					
Parts of Body Injured : (Please check / circle all that apply) (L = Left, R = Right)					
<input type="checkbox"/> Head	<input type="checkbox"/> Eye : L R	<input type="checkbox"/> Nose	<input type="checkbox"/> Mouth	<input type="checkbox"/> Neck	<input type="checkbox"/> Shoulder : L R
<input type="checkbox"/> Chest	<input type="checkbox"/> Arm : Upper Lower, L R		<input type="checkbox"/> Elbow : L R	<input type="checkbox"/> Wrist : L R	
<input type="checkbox"/> Finger : Thumb Index Middle Ring Pinkie, L R			<input type="checkbox"/> Hand : L R		
<input type="checkbox"/> Back : Upper Lower, L R, Disk			<input type="checkbox"/> Groin	<input type="checkbox"/> Abdominal Area	
<input type="checkbox"/> Toe : Big 2 3 4 Little, L R		<input type="checkbox"/> Foot : L R	<input type="checkbox"/> Heel : L R		<input type="checkbox"/> Ankle : L R
<input type="checkbox"/> Leg : Upper Lower, L R		<input type="checkbox"/> Knee : L R	<input type="checkbox"/> Other :		
Nature of Injury or Illness : <input type="checkbox"/> Strain / Sprains <input type="checkbox"/> Chemical <input type="checkbox"/> Bruise / Contusion					
<input type="checkbox"/> Cut <input type="checkbox"/> Discoloration of Skin <input type="checkbox"/> Burn <input type="checkbox"/> Rash <input type="checkbox"/> Other :					
Any Medical Restriction Prior to this Injury ? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, please describe :					
Any previous injury which may be aggravated by this accident ? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, please describe :					
Injury Witnessed ? <input type="checkbox"/> Yes <input type="checkbox"/> No (Use other side of form for additional witnesses)					
# 1 :		# 2 :			
<i>Name</i>	<i>Position</i>	<i>Home Phone</i>	<i>Name</i>	<i>Position</i>	<i>Home Phone</i>
I, the injured employee hereby certify that the information set forth above is true. If needed, I have received a referral for the treating medical facility. I hereby authorize any medical facility to furnish to the employer all medical information which they may have pertaining to the above on the job injury or any preexisting condition aggravated by same. Additional documentation attached : <input type="checkbox"/> Yes, # of pages : _____ <input type="checkbox"/> No					
Supervisor's Name :			Date Human Resources Notified :		
Comments :					
Date :		Employee's Signature :		OSHA Log No.	

ACCIDENT INVESTIGATION : STUDENT

Report Date :			Report Time : <input type="checkbox"/> am <input type="checkbox"/> pm		
PART 1 : VICTIM INFORMATION		check one : <input type="checkbox"/> Actual Accident <input type="checkbox"/> Near Miss Accident			
Name :		Grade :		Age :	
Address :					
<i>Street</i>		<i>Apt.</i>		<i>City</i>	
		<i>State</i>		<i>Zipcode</i>	
Home Phone :		Parent's Cel / Work Phone :			
Parent / Guardian Name :		Time Parent / Guardian Notified :			
Parent / Guardian Arrival Time :		Time Student Released to Parent / Guardian :			
PART 2 : ACCIDENT INFORMATION		check one : <input type="checkbox"/> First Aid <input type="checkbox"/> Medical Treatment <input type="checkbox"/> N/A			
Accident Date :		Accident Time : <input type="checkbox"/> am <input type="checkbox"/> pm			
Specific Location :					
Describe How Accident Happened :					
Describe how the accident could be prevented ?					
Parts of Body Injured : (Please check / circle all that apply) (L = Left, R = Right)					
<input type="checkbox"/> Head	<input type="checkbox"/> Eye : L R	<input type="checkbox"/> Nose	<input type="checkbox"/> Mouth	<input type="checkbox"/> Neck	<input type="checkbox"/> Shoulder : L R
<input type="checkbox"/> Chest	<input type="checkbox"/> Arm : Upper Lower, L R		<input type="checkbox"/> Elbow : L R	<input type="checkbox"/> Wrist : L R	
<input type="checkbox"/> Finger : Thumb Index Middle Ring Pinkie, L R			<input type="checkbox"/> Hand : L R		
<input type="checkbox"/> Back : Upper Lower, L R, Disk			<input type="checkbox"/> Groin	<input type="checkbox"/> Abdominal Area	
<input type="checkbox"/> Toe : Big 2 3 4 Little, L R	<input type="checkbox"/> Foot : L R	<input type="checkbox"/> Heel : L R		<input type="checkbox"/> Ankle : L R	
<input type="checkbox"/> Leg : Upper Lower, L R	<input type="checkbox"/> Knee : L R	<input type="checkbox"/> Other :			
Nature of Injury or Illness : <input type="checkbox"/> Strain / Sprains <input type="checkbox"/> Chemical <input type="checkbox"/> Bruise / Contusion					
<input type="checkbox"/> Cut <input type="checkbox"/> Discoloration of Skin <input type="checkbox"/> Burn <input type="checkbox"/> Rash <input type="checkbox"/> Other :					
Any Medical Restriction Prior to this Injury ? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, please describe :					
Any previous injury which may be aggravated by this accident ? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, please describe :					
Injury Witnessed ? <input type="checkbox"/> Yes <input type="checkbox"/> No (Use other side of form for additional witnesses)					
# 1 :		# 2 :			
<i>Name</i>	<i>Position</i>	<i>Home Phone</i>	<i>Name</i>	<i>Position</i>	<i>Home Phone</i>
Comments :					
Additional documentation attached : <input type="checkbox"/> Yes, # of pages : _____ <input type="checkbox"/> No					
Date :		Teachers' Name :		Signature :	

ACCIDENT INVESTIGATION : SUPERVISOR

THIS REPORT SHALL BE COMPLETED BY THE SUPERVISOR ON DUTY	
Date of Injury :	Report Time : <input type="checkbox"/> am <input type="checkbox"/> pm
Your Name :	Position, Title :
Employee's / Student's Name :	
OSHA Log Number :	
Brief Description of accident and injury :	
Was the employee at work on company time ? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A - Student If NO, please explain :	
Did Hazardous Condition Existed ? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please explain :	
Did you witness the accident ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Did the employee / student report accident immediately ? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, please explain why there was a delay :	
Were safety procedures observed ? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please describe : If NO, please explain which safety procedure(s) were violated (Incorrect lifting, no PPE, etc.) :	
What is the root cause of the accident ?	
What have you done to prevent the accident from reoccurring ?	
Recurrence Rate : <input type="checkbox"/> Often <input type="checkbox"/> Occasional <input type="checkbox"/> Rare	
Was this hazard previously reported ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Was there any Property Damage ? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please describe :	
Costs to Repair ?	<input type="checkbox"/> Actual <input type="checkbox"/> Estimate <input type="checkbox"/> N/A
Medical Facility :	Transported By :
Comments :	
Supervisor's Signature :	Date :
Additional documentation attached : <input type="checkbox"/> Yes, # of pages : _____ <input type="checkbox"/> No	

Try to be creative...don't just say "Be more careful."

If possible, ask employees for their ideas and concerns. First write down all ideas, without determining whether they are "good or bad" suggestions. Afterwards, begin to analyze the feasibility of each suggestions. Record final recommendations on the Controlling Hazards form.

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ATTENDANCE LIST

Training Session Topic(s) :	
Trainer's Name / Signature :	
Qualifications of Trainer :	
Date of Training :	Page ____ of ____

Start Time : <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	End Time : <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Comments : ----- -----	

	<i>Print Name</i>	<i>Signature</i>	<i>Job Title</i>	<i>Pre-Test</i>	<i>Post-Test</i>
1					
2					
3					
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17					
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19					
20					

BLOODBORNE PATHOGENS

EXPOSURE DETERMINATION				Date (Revision) :
<p>The BLOODBORNE PATHOGEN EXPOSURE DETERMINATION shall consists of :</p> <ol style="list-style-type: none"> 1. A list of all job classifications in which all employees in those job classification have occupational exposure. 2. A list of job classifications in which some employees have occupational exposure. 3. A list of all tasks and procedures that are performed by employees in those job classifications. 4. The exposure determination shall be made without regard to the use of personal protective equipment. 				
Item No.	Job Classifications	Check One		Tasks and Procedures
		All Jobs	Some Jobs	
Example 1	First Aid Responder		X	Administering minor first aid to students.
ANNUAL REVIEW				Date (Revision) :
<p>Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure. Solicit input from non-managerial employees responsible for direct care.</p>				
<p>Print Name(s) & Signature(s) :</p>				

BOMB THREAT QUESTIONNAIRE

Bomb Threat Questionnaire Guide

Be calm. Be courteous. Listen. Do not interrupt the caller. Do not argue about anything. Take notes as best you can, being as accurate as possible.

1. When is the bomb going to explode ? _____
2. Where is the bomb located right now ? _____
3. What does the bomb device look like ? _____
4. What kind of bomb is it ? _____
5. What will cause the bomb to explode ? _____
6. Did you place the bomb yourself ? _____
7. Where are you calling from ? _____
8. What is your reason for this bomb ? _____
9. What is your address ? _____
10. What is your name ? _____

1. Date call received :

2. Caller ID information on telephone :

3. Exact time of call : am / pm

4. Length of call :

5. Exact words of the caller :

6. Caller's Identity :

a. Sex of caller : ☐ Male ☐ Female b. Age : _____ ☐ Old ☐ Adult ☐ Young ☐ Child

c. Caller's voice :

☐ Accent (type : _____)

- | | | | |
|-----------------------------------|--|---------------------------------|------------------------------------|
| <input type="checkbox"/> Angry | <input type="checkbox"/> Deep Breaths | <input type="checkbox"/> Loud | <input type="checkbox"/> Slurred |
| <input type="checkbox"/> Breathy | <input type="checkbox"/> Disguised | <input type="checkbox"/> Nasal | <input type="checkbox"/> Soft |
| <input type="checkbox"/> Calm | <input type="checkbox"/> Distinct | <input type="checkbox"/> Normal | <input type="checkbox"/> Stutter |
| <input type="checkbox"/> Coughing | <input type="checkbox"/> Excited | <input type="checkbox"/> Rapid | <input type="checkbox"/> Whispered |
| <input type="checkbox"/> Cracking | <input type="checkbox"/> Familiar (Whom did it sound like ? _____) | | |
| <input type="checkbox"/> Crying | <input type="checkbox"/> Laughter | <input type="checkbox"/> Raspy | |
| <input type="checkbox"/> Deep | <input type="checkbox"/> Lisp | <input type="checkbox"/> Slow | |

7. Background Sounds :

- | | | | |
|---|--|---------------------------------------|--|
| <input type="checkbox"/> Animals | <input type="checkbox"/> Local | <input type="checkbox"/> Other voices | <input type="checkbox"/> Street noises |
| <input type="checkbox"/> Booth | <input type="checkbox"/> Long Distance | <input type="checkbox"/> PA System | <input type="checkbox"/> Static |
| <input type="checkbox"/> Clear (no noise) | <input type="checkbox"/> Motor | <input type="checkbox"/> Party Sounds | |
| <input type="checkbox"/> Factory sounds | <input type="checkbox"/> Music (Type : _____) | | |
| <input type="checkbox"/> House noises | <input type="checkbox"/> Office sounds (Specify : _____) | | |

8. Additional Remarks :

9. Person Receiving the Call :

Position :

CONTROLLING HAZARDS

Use this form to describe the safest procedure determined by using the "Analyzing Hazards Form".

Name of the Procedure or Workstation :

Operating Instructions :

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Engineering Controls (i.e. guards, ventilation, safety switches and devices) :

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Work Practice Controls (include maintenance, cleaning and other safety tips) :

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Protective Equipment (Include type, when to use, when to replace, etc.) :

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Comments :

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Person(s) to contact for more information :

Additional documentation attached : ☐ Yes, # of pages : _____ ☐ No

Date :

Name :

Signature :

CORRECTIVE ACTION REQUEST

Please review the information below. It is intended to bring these matters to your attention, for your own benefit. Please feel free to suggest alternative options for corrective action.

To		Copy to	
From		Copy to	
Date		Attachments : <input type="checkbox"/> Yes, # of pages ____ <input type="checkbox"/> No	
Type of Hazard : <input type="checkbox"/> Fire <input type="checkbox"/> Emergency Response <input type="checkbox"/> Health <input type="checkbox"/> Communication <input type="checkbox"/> Trips/Slips/Falls <input type="checkbox"/> Housekeeping <input type="checkbox"/> Other :		Severity of Hazard and Response Time : <input type="checkbox"/> Imminent Danger : 24 hour response <input type="checkbox"/> Significant Danger : ____ day response <input type="checkbox"/> Low Danger : Develop Action Plan Reference :	
Location(s) of Hazard :			
Description of Hazard :			
Suggested Corrective Action :			
<hr/> <p><i>In the space provided below, document the actual progress and corrective action(s) that was implemented. Initial and date each entry.</i></p>			
This section reserved for use by the Safety Program Administrator or Safety Committee. Follow up inspection : <input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Not Applicable			
Final Comments :			
Signature :		Date :	

SAFE MEETING AREA

<i>Designated Actions</i>	<i>Response / Title</i>
In case of emergency . . .	Call 911
Operate/shut down critical operations before evacuating	
Take attendance of all employees, students, and guests	
Alternate person responsible for attendance and accountability	
Rescue and Medical duties	Fire Department
The employee alarm system is . . .	
Type of evacuation	Total and Immediate
For more information contact . . .	
Effective Date (previous revision date)	

<i>Procedure</i>
1. If possible, secure or control the hazardous situation (i.e. close doors). 2. Assist and direct other employees, students, and guests out of danger. 3. Meet in the designated safe area and account for all employees, students, and guests. 4. Report missing people to emergency personnel. 5. Do not reenter the area until it is safe.

<i>Refer to the Emergency Evacuation Map posted in your workarea for : Emergency Escape Routes, Exits, Safe Meeting Areas, First Aid Kits and Fire Extinguishers</i>
<i>Special Instructions</i>

EMPLOYEE EXPOSURE RECORD

Upon an employee's first entering into employment, and at least annually thereafter, each employer shall inform their employees of the contents of this form.

Employee's rights:

29 CFR 1910.1020 was enacted to provide employees and their designated representatives a right of access to relevant exposure and medical records.

The existence, location, and availability of any exposure and medical records (including the analysis method and results) :

☐ Not Applicable
☐ Applicable

The person responsible for maintaining and providing access to records :

Description of Records :

Use this Authorization Letter if you need to release of Employee Medical Record Information to a Designated Representative.

Full name of worker/patient

Individual or Organization holding the medical records

Individual or Organization authorized to receive the medical information (Designated Representative)

Describe generally the information desired to be released

I give my permission for this medical information to be used for the following purpose,

but I do not give permission for any other use or re-disclosure of this information.

Additional restrictions: Note: You may leave these lines blank. On the other hand, you may want to (1) specify an expiration date for this letter (if less than one year); (2) describe medical information to be created in the future that you intend to be covered by this authorization letter; or (3) describe portions of the medical information in your records which you do not intend to be released as a result of this letter.

I hereby authorize the release of the above medical information from my personal medical records.

Full name of Employee or Legal Representative

Signature of Employee or Legal Representative

Date of Signature

EMPLOYEE TRAINING RECORD

[illegible]

FIRE EXTINGUISHER INSPECTION

Location of Extinguisher or ID Number :	January		February		March		April	
	<i>Acc</i>	<i>Rej</i>	<i>Acc</i>	<i>Rej</i>	<i>Acc</i>	<i>Rej</i>	<i>Acc</i>	<i>Rej</i>
Correct Type (ABC, K, etc.)								
Location posted / Mounted								
Clear Access								
Arrow is within the green section								
Pin is secured and handle is tied								
Inspect for damage								
Inspect tag for approval								
Date of Inspection								
Signature/Initials of Inspector								
	May		June		July		August	
	<i>Acc</i>	<i>Rej</i>	<i>Acc</i>	<i>Rej</i>	<i>Acc</i>	<i>Rej</i>	<i>Acc</i>	<i>Rej</i>
Correct Type (ABC, K, etc.)								
Location posted / Mounted								
Clear Access								
Arrow is within the green section								
Pin is secured and handle is tied								
Inspect for damage								
Inspect tag for approval								
Date of Inspection								
Signature/Initials of Inspector								
	September		October		November		December	
	<i>Acc</i>	<i>Rej</i>	<i>Acc</i>	<i>Rej</i>	<i>Acc</i>	<i>Rej</i>	<i>Acc</i>	<i>Rej</i>
Correct Type (ABC, K, etc.)								
Location posted / Mounted								
Clear Access								
Arrow is within the green section								
Pin is secured and handle is tied								
Inspect for damage								
Inspect tag for approval								
Date of Inspection								
Signature/Initials of Inspector								

Annual Maintenance (requires the checking of internal fittings, devices, and agent supplies)	Date Performed		Service Company Name	

FIRE PREVENTION PLAN

The employer shall apprise employees of the fire hazards of the materials and processes to which they are exposed. Post in a visible area where all employees can view and read this form.

Effective Date of Plan (revision date) :

List of Major Fire Hazards

Proper Handling, Storage and Control Procedures

Cigarette or cigar smoking

Smoke in designated areas. Properly extinguish and dispose of matches, cigarettes, cigars, etc. Check ashtrays before emptying into the trash cans.

Electrical Distribution

Two-pronged small appliances shall only be used in dry work areas. Electrical wiring shall be in approved conduit and junction boxes. Report any face plates or covers that are missing. Do not attach cords to the building or other object.

Extension Cords and Power Cords

Plug all electrical equipment into appropriate wall receptacles, or into an approved extension cord of similar size and capacity. Only use extension cords with 3-prong plugs and a built in circuit breaker (power surge cords for indoor use). Use approved extension cords rated for outdoor use, if needed. Large appliances and equipment can not be plugged into extension cords. Do not use any cords with exposed wires, insulation missing or damaged plugs. Do not plug an extension cord into another extension cord.

Chemical Storage

Keep labeled containers closed when not in use. Store chemicals properly. Do not mix chemicals. Do not store acids and bases together. Do not store oxidizers with other chemicals. Store in well ventilated areas.

Flammables & Compressed Gases

No smoking or open flames at or in the vicinity of operations which constitute a fire hazard. Post signs in visible areas. Chain or strap all cylinders in an upright position.

Clearance Zones

Maintain at least 3 feet in front of electrical panels, shut off switches, fire extinguishers, alarm pull stations and exits. Maintain 18-24 inches of clear space from the top of stored items to the ceiling. Maintain at least 18 inches of clear space around water heaters, electrical transformers, and other hot surfaces.

List fire protection equipment to control heat sources or to detect fuel leaks

Housekeeping and Maintenance

The work areas and equipment shall be clean and orderly. Properly dispose of waste materials so that they do not contribute to a fire or health hazard. All equipment shall be maintained as recommended by the manufacturer. Know where the fire extinguishers are located in your work area. Do not park in fire lanes. All employees are expected to take part in this plan.

HEPATITIS B EXPOSURE INCIDENT

This is a CONFIDENTIAL Report. Keep in Employee's Medical File

Employee's Name and Signature	
Social Security Number	
Job Classification and Department	
Describe the work area where the exposure incident occurred	
Date of Exposure	
Date of Report	
Documentation of the route(s) of exposure :	
Documentation of the route(s) of exposure :	
Circumstances under which the exposure incident occurred : (Write an explanation of how the incident occurred).	
Source individual identity	
At the time of the exposure incident, evaluate the following . . .	
The policies and "failure of control".	
The engineering controls in place	
The work practices in place	
Protective equipment or clothing used	
Response time and services of the medical providers.	
List the type and brand of device involved in the incident.	

The goal of this evaluation is to identify and correct problems in order to prevent a recurrence of similar accidents.

HEPATITIS B VACCINATION RECORD

Employee's Name	
Job Classification	
Social Security Number	

Type	Date Given	Location Given	Name and Title of Healthcare Professional	Name of Accredited Lab
Series 1				
Series 2				
Series 3				

Comments :

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HEPATITIS B VACCINE DECLINATION

Employee's Name	
Job Classification	
Social Security Number	

"I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection.

I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself.

However, I decline hepatitis B vaccination at this time.

I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease.

If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me."

Check One :

- ☐ I have already received the HBV Vaccination
☐ I decline for other reasons

Comments :

Employee's Signature :

Date :

LOCKOUT / TAGOUT INSPECTION

Conduct an inspection of the procedure and equipment at least annually.

Identification of Machine or Equipment			
Method :			<input type="checkbox"/> Lockout <input type="checkbox"/> Tagout
<i>Write the names of the people attending and participating with the inspection.</i>			
Names of Affected Employees			
Names of Authorized Employees			
Other employees or contractors			
Accept	Reject	N/A	
			Are lockout / tagout devices singularly identified ?
			Are lockout / tagout devices only used for controlling energy ?
			Are tags legible ?
			Are the devices durable, standardized and substantial ?
			Are the employees following the procedures ?
			Are the energy sources (i.e. panels) labeled ?
			Are there specific procedural steps for shutting down, isolating, blocking and securing machines or equipment to control hazardous energy ?
			Are there specific procedural steps for the placement, removal and transfer of lockout devices or tagout devices and the responsibility for them ?
			Are there specific requirements for testing a machine or equipment to determine and verify the effectiveness of lockout devices, tagout devices, and other energy control measures ?
Note any deviations or inadequacies identified :			
Comments :			
Certification of Inspection : <i>I certify that the periodic inspection has been performed.</i>			
Date	Print Name	Inspector's Signature and Job Title	

LOCKOUT / TAGOUT PROCEDURE : Part A

Refer to Parts A and B before starting the Lockout / Tagout Procedure.

Department :		Name of Machine or Process :		page ____ of ____
Location of Machine(s) :			Number of Machine(s) :	
Make or Model of Machine :		Identification / Serial No. :		
Prepared by :		Signature :		Date :
Workplace Activities (intended use for the procedure) : <input type="checkbox"/> Constructing <input type="checkbox"/> Setting Up <input type="checkbox"/> Repair <input type="checkbox"/> Installing <input type="checkbox"/> Preventative Maintenance <input type="checkbox"/> Adjusting <input type="checkbox"/> Inspecting <input type="checkbox"/> Troubleshooting <input type="checkbox"/> Other : _____				
Frequency of Service : <input type="checkbox"/> Repair and replace motor and parts as needed. <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual <input type="checkbox"/> Other : _____				
Type(s) of Energy	Description of Hazard and Methods to Control Hazards			
Electrical (panels, battery)	Description : <input type="checkbox"/> Unit <input type="checkbox"/> Local <input type="checkbox"/> Main <input type="checkbox"/> _____		Type of operating control :	
			Location of operating control :	
	Magnitude :		Type of lockout / tagout devices :	
Electrical (panels, battery)	Description : <input type="checkbox"/> Unit <input type="checkbox"/> Local <input type="checkbox"/> Main <input type="checkbox"/> _____		Type of operating control :	
			Location of operating control :	
	Magnitude :		Type of lockout / tagout devices :	
Mechanical (springs, weights, moving parts)	Description : <input type="checkbox"/> Unit <input type="checkbox"/> Local <input type="checkbox"/> Main <input type="checkbox"/> _____		Type of operating control :	
			Location of operating control :	
	Magnitude :		Type of lockout / tagout devices :	
Hydraulic (compressed oil and fluids)	Description : <input type="checkbox"/> Unit <input type="checkbox"/> Local <input type="checkbox"/> Main <input type="checkbox"/> _____		Type of operating control :	
			Location of operating control :	
	Magnitude :		Type of lockout / tagout devices :	
Pneumatic (compressed air, steam or gases)	Description : <input type="checkbox"/> Unit <input type="checkbox"/> Local <input type="checkbox"/> Main <input type="checkbox"/> _____		Type of operating control :	
			Location of operating control :	
	Magnitude :		Type of lockout / tagout devices :	
Chemical (coolants, freon) Name : _____	Description : <input type="checkbox"/> Unit <input type="checkbox"/> Local <input type="checkbox"/> Main <input type="checkbox"/> _____		Type of operating control :	
			Location of operating control :	
	Magnitude :		Type of lockout / tagout devices :	
Other Name : _____	Description : <input type="checkbox"/> Unit <input type="checkbox"/> Local <input type="checkbox"/> Main <input type="checkbox"/> _____		Type of operating control :	
			Location of operating control :	
	Magnitude :		Type of lockout / tagout devices :	

LOCKOUT / TAGOUT PROCEDURE : Part B

Department :		Name of Machine or Process :						page ____ of ____	
Abbreviation	List Departments and Contractors					Check all that apply			
1.						<input type="checkbox"/> Affected <input type="checkbox"/> Authorized			
2.						<input type="checkbox"/> Affected <input type="checkbox"/> Authorized			
3.						<input type="checkbox"/> Affected <input type="checkbox"/> Authorized			
4.						<input type="checkbox"/> Affected <input type="checkbox"/> Authorized			
Notification Procedure		1.		2.		3.		4.	
1. Before Shutdown		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. After Locked		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. During / Testing		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Before Restoring		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. When Completed		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supplies, Equipment Parts, PPE and Special Tools Required :									
Shutdown (Energy):		at (Unit, Main) :		Notes :		Apply (Tag)		N/A	
1.				Normal Shutdown				<input type="checkbox"/>	
2.								<input type="checkbox"/>	
3.								<input type="checkbox"/>	
4.								<input type="checkbox"/>	
5.								<input type="checkbox"/>	
Method of verifying the isolation of the equipment : <i>(visually check, press on button)</i>									
Type(s) of stored energy or reaccumulated energy - methods to dissipate or restrain :									
Special Repair Precautions and other maintenance tips : <i>(watch out for hot parts, grounding)</i>									
Additional Testing Required during Lockout / Tagout :									
Restore (Energy):		at (Unit, Main) :		Notes :		Remove		N/A	
1. Verify all controls are OFF.		Unit						<input type="checkbox"/>	
2.								<input type="checkbox"/>	
3.								<input type="checkbox"/>	
4.								<input type="checkbox"/>	
5.								<input type="checkbox"/>	
Comments :									

MODIFIED WORK ANALYSIS

Complete this form with the injured employee to determine what tasks the employee can perform, until the employee can return to their regular work schedule and duties.

Name of the Employee :	Date of Report :	Date Released :
<i>Complete the following section using information obtained from the medical facility.</i>		
Nature and extent of Injury(s) (i.e. back injury) :		
Physical Limitations (i.e. can not lift anything weighing more than 25 pounds.) :		
Time Limitations (i.e. every hour the employee needs to stand and stretch) :		
Other Limitations and Considerations :		
<i>Complete the following section with the employee who is eligible for Modified Work.</i>		
Job Title (prior to being injured) :		
Describe the physical duties and/or mental demands required for the pre-injury job assignment :		
Describe light duty or modified work currently available :		
Write the Employee's opinion of which tasks they can perform and accomplish safely :		
Analyze the risk of re-injury potential and other concerns for the wellbeing of the employee :		
Other possible tasks that can be accomplished safely :		
Plan of Action :		
Employee's Signature :	Company Representative's Signature :	
<i>Complete the following section when reevaluating work status.</i>		
Revision Notes : 1. 2. Additional documentation : <input type="checkbox"/> Yes, # of pages : _____ <input type="checkbox"/> No		Date : 1. 2.
Date released to Full Duty :	Employee's Signature :	Supervisor's Signature :

NON - ROUTINE WORK REQUEST

Use this form to inform employees and contractors of the hazards of non-routine tasks. Please read this information. It is intended to bring these matters to your attention, for your own benefit. Please feel free to suggest alternative options.

To		Copy to	
From		Copy to	
Date		Attachments : <input type="checkbox"/> Yes, # of pages ____ <input type="checkbox"/> No	

Use the following personal protective equipment :

<input type="checkbox"/> Glasses	<input type="checkbox"/> Goggles	<input type="checkbox"/> Face Shield	<input type="checkbox"/> Back brace	<input type="checkbox"/> Tyvex suit
<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Boots	<input type="checkbox"/> Knee Pads	<input type="checkbox"/> Respirator	<input type="checkbox"/> Gloves

Location of Work :

Description of Work :

Suggested Procedure :

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Comments :

Actual Procedure Used :

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Your Signature : Date Completed :

PERFORMANCE REVIEW

Employee Name :	Position Title :	
Evaluation Period : <i>from :</i> _____ <i>to :</i> _____	Date Hired :	Number of years employed :

Review the employee's level of success and Establish objectives for the future.	
<i>Does the employee use safe work practices ?</i>	
<i>Number of injuries and illnesses ?</i>	
<i>Cost of injuries and illnesses ?</i>	
<i>Does the employee actively participate in improving the workplace ?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>How :</i>	
<i>Has the employee received any Recognition Awards or Disciplinary Action ?</i>	
<i>Summary :</i>	
<i>Objectives for the next year :</i>	
<i>Employee's Signature</i>	<i>Supervisor's Signature :</i>
<i>Date :</i>	<i>Date :</i>

PPE OWNERSHIP FORM

I _____ have received from _____
the following safety equipment :

Quantity	Description (i.e. safety glasses, hardhats etc.)	New or Used	Applicable Period

I agree that if the above equipment is lost, stolen, or damaged in any way due to my negligence, within the applicable period, I may have to replace the equipment at my own expense.

I also agree to use the above equipment under all conditions and in all required areas as set forth in company policies.

I also understand that it is my responsibility to know the company policies covering safety equipment.

I also agree to return the above equipment, at the end of my employment. If the equipment is not returned in an appropriate condition, then I agree to pay for any unreturned equipment.

Employee Signature : _____ **Date :** _____

Company Representative : _____ **Date :** _____

Comments : _____

Return of Equipment

Employee Signature : _____ **Date :** _____

Company Representative : _____ **Date :** _____

Comments : _____

REQUEST FOR TRAINING RECORDS

Authorization Letter for the Release of Employee Training Record Information to a Designated Representative	
Full name of employee	
Individual or Organization holding the training records	
Individual or Organization authorized to receive the training information (Designated Representative)	
Describe generally the information desired to be released	
<i>I hereby authorize the release of the above training records from my employee file.</i>	
Full name of Employee or Legal Representative	
Signature of Employee or Legal Representative	
Date of Signature	

SAFETY AWARENESS COUNSELING

<input type="checkbox"/> Verbal Counseling Record		<input type="checkbox"/> Documented Counsel Notice		<input type="checkbox"/> Probation	
Employee's Name :			Department :		
Position :			Date :		
<i>This notice is to advise you that the performance/conduct described below does not meet Quest Preparatory Academy's Health and Safety Awareness standards and requires your corrective action. This action is taken so that immediate improvement may be made.</i>					
Specific Problem or Incident : <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div>					
Witnessed By : <div style="border-bottom: 1px dotted black; height: 10px;"></div>					
Corrective Action Necessary : <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div>					
Time Period Allowed To Resolve Problem Or Take Corrective Action : <i>Immediate and Sustained.</i>					
The following counseling/disciplinary actions may be taken : 1. The Employee will be removed from the hazardous exposure and required to discuss this matter, in detail, with the Supervisor and/or Safety Program Administrator. 2. The Employee will be re-instructed by the Supervisor and/or Safety Program Administrator in the Safety procedures which must be followed. 3. The Employee must certify in writing that they will comply in the future and understands that termination may result from any further non-compliance.					
Supervisor's Remarks : Additional documentation : <input type="checkbox"/> Yes, # of pages : ____ <input type="checkbox"/> No <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 10px; margin-bottom: 5px;"></div>					
Supervisor's Signature :					
I agree to comply with the Safety procedures as discussed and outlined above. Additional documentation : <input type="checkbox"/> Yes, # of pages : ____ <input type="checkbox"/> No					
Employee's Signature : Date :					

SAFETY COMMITTEE : MINUTES

To :	Date of Safety Committee Meeting :																
Recorded by :	Time : Start : _____ am / pm End : _____ am / pm																
Attendance :																	
Absent :																	
STATUS REPORTS																	
Facility and Fire Extinguisher Inspections :																	
Corrective Action Projects :																	
Accident Investigation (Do not list employee's names...its confidential information) : <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Brief description of injury</td> <td style="width: 33%;">Cause of injury</td> <td style="width: 33%;">Status of Investigation</td> </tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> </table>			Brief description of injury	Cause of injury	Status of Investigation
Brief description of injury	Cause of injury	Status of Investigation															
.....															
.....															
.....															
.....															
Old Business :																	
New Business :																	
Additional documentation : <input type="checkbox"/> Yes, # of pages : _____ <input type="checkbox"/> No																	
Next Safety Committee Meeting																	
Date :	Time :	Place :															

Conduct Safety inspections at least monthly.

Check One			Description
Acc	Rej	N/A	
			Overall Facility Condition
			Is the workplace clean, orderly, and sanitary ?
			Are food service facilities utilizing sound hygienic principles ?
			Are floors, work areas, and passageways in good repair ?
			Are the ceiling tiles in place and in good repair ?
			Are there any holes or cracks in the ceiling, walls or floor ?
			Are aisles, walkways and playground kept clear of objects, cords, debris, etc. ?
			Are the floor drains adequately covered ?
			Is the carpet in good repair, i.e., no bumps or tears ?
			Is the landscaping and parking area maintained ?
			Storage
			Are cabinets and drawers closed when not in use ?
			Are supplies stored in a stable manner ?
			Is the maximum storage height (12 feet from the floor) maintained ?
			Is there 2 feet of clearance from the ceiling to storage material ?
			Are the shelves and cabinets secure (i.e. will not tip over in an earthquake) ?
			Electrical
			Are electrical outlets covered ?
			Is electrical equipment plugged into an approved outlet or extension cord ?
			Are all power cords or extension cords free of cracks and exposed wires ?
			Does the extension cord have a built-in circuit breaker, when needed ?
			Does the plugs have an approved grounding pin ?
			Are there extension cords plugged into other cords? (If no, then accept)
			Is there clear access to electrical panels and shutoff switches ?
			Are electrical panels labeled ?
			Emergency Response
			Do exits have 3 feet of clearance and reliable lighting ?
			Is the means of egress clearly visible, marked, and ready for instant use ?
			Can exit doors open with one smooth motion (without a key) ?
			Are the evacuation maps up-to-date and posted ?
			Emergency Equipment
			Is there clear access to all emergency equipment ?
			Does the first-aid kit contain appropriate supplies and is the location marked ?
			Are the escutcheon plates flush with the ceiling ?
			Are the eye wash stations labeled and sanitary ? Are they functioning properly ?
			Are the grab and go bags adequately supplied, clean and ready for use ?

Check One			Description
Acc	Rej	N/A	
			Communication
			Are all eye hazardous areas labeled ? Are all pinch point hazards labeled ?
			Are hot surfaces labeled ?
			Are the shut off and other operating switches and controls clearly labeled ?
			Are all signs, labels, and posters current, legible, and posted in a visible area ?
			Is the safety program text signed and readily accessible ?
			Are all intercom, call buttons and other communication devices working properly ?
			Operations - General
			Are all spilled materials or liquids cleaned up immediately ?
			Are proper lifting techniques used ?
			Are the employees working safely and using PPE (if needed) ?
			Is the ventilation adequate to keep exposure below permissible limits ?
			Are classroom and playground doors securely closed ?
			Playground, Tools, Machines, Equipment, and Appliances
			Are equipment, machines, tools, and appliances maintained and in good repair ?
			Do all machines have proper space and ventilation ?
			Is there 18 inches clearance around water heaters ?
			Are the ladders in good repair ? Are they used in a safe manner ?
			Are the bolts in the playground equipment securely fastened ?
			Are playground spotters actively watching the students ?
			Chemicals
			Are containers closed when not in use ?
			Are the containers and storage areas free of residue and leaks ?
			Are chemical containers labeled ? Are labels legible ?
			Are chemicals stored separately (food, corrosives and flammables) ?
			Are compressed gas cylinders stored upright, secured, and in good repair ?
			Is there a SDS for each chemical ? Is it readily available ?
			Other
			Are Universal Precautions followed to prevent bloodborne pathogen exposure ?
			Is the bloodborne pathogens clean up and decontamination procedure effective ?
			Are the authorized and affected employees following the lockout procedures ?
Other comments or observations :			
Can a less harmful method or product be used ? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, Any suggestions :			
Inspector's Signature :			Date of Inspection :

SDS INVENTORY WORKSHEET

Use this form to gather information to order Safety Data Sheets (SDSs). Most of the information is obtained from the labeling on the package. If you cannot find the SDS, then call Compliance Science at (702) 565-3050.

	Description of Chemical	Description of Chemical
Trade or Common Name (i.e. Touch-up paint)		
Manufacturer's Part Number and other description (i.e. Color No. 56-101)		
Name of Manufacturer or Distributor		
Street Address City, State, Zip Code		
Telephone Number / Website		
Type of Container		
Size of Container		
Location(s) Used or Stored		
Hazard Category		
Quantity (optional)		
Initials and Date Inventoried		
Date SDS Ordered		
Date SDS Received		
Date Recorded on SDS List		
Date Placed in SDS Book		
Comments		

Location Used																										
Manufacturer																										
Part #																										
Trade Name																										
Item #																										

TRAINING OUTLINE

A "training outline" should have a complete listing of all of the things that you (the employer) intend to tell an employee about a particular topic to be trained, and how that training will be accomplished.

Date :		
Training Topic :		
List Applicable Job Descriptions (i.e. all employees or maintenance only) :		
Item No.	Particular Topic / Action	Training aids, instructions, etc.
Example	Distribute Pre - Test to all students	Pre-Test, Inform pre and post testing is for measurement testing only.
Comments :		

TRANSFER OF RECORDS

In accordance with 29 CFR 1910.1020(h), whenever the employer ceases to do business, the employer shall be responsible to complete this form and transfer all of the required records. The successor employer shall receive and maintain these records.

S U C C E S S O R	Name of the Employer
	Name of the Successor Employer
	Date of Transfer
	Description of Documents and Records
<p><i>If there is no successor employer to receive and maintain the records, or if the employer intends to dispose of any records required to be preserved for at least thirty (30) years . . .</i></p>	
N O S U C C E S S O R	Name of the Employer
	<i>Notify affected current employees of their rights of access to records at least three (3) months prior to the cessation of the employer's business.</i>
	Date of Notification and Names of Employees
	<i>Notify the Director of the National Institute for Occupational Safety and Health (NIOSH), in writing of the impending disposal of records at least three (3) months prior to the disposal.</i>
	Date of Notification to NIOSH
	If requested by NIOSH, transfer the records to the Director. Describe documents and records transferred.
	Date of Transfer

WORKPLACE HAZARD ASSESSMENT

Assess the workplace to determine if hazards are present, or are likely to be present, which necessitate the use of personal protective equipment (PPE). Observe the processes for sources of hazardous conditions.

Name of the Area or Workstation Observing :				
Source or Type of Hazard	Examples of hazardous operations or conditions	Notes	PPE	
			Y	N
Housekeeping	cleaning (light, heavy, rest rooms), disposing of trash, sweeping, vacuuming, mopping, dusting, shampooing, slipping, tripping, sharp objects, landscaping, laundry			
Movement of personnel	collision with stationary objects, reaching, bending, lifting, kneeling, repetitive motion, static motion			
Working conditions	inside, outside, wet, hot, cold, layout of workstation, location of co-workers, limited space, confined spaces			
Chemical hazards	splashing, inhalation, physical contact, gas cylinders, handling techniques, vapors, dust, liquids, flammables, corrosives, irritants, toxic, above/below PEL (estimated)			
Machines, tools, equipment, or processes	pinch points, crushing, puncture, hot surfaces, noise, flying particles, housekeeping, vibration, sharp objects, point of operation, movement, solder, scaffolds			
Falling, rolling objects	elevated work areas, elevated storage, head impacts, foot impacts, exceeds storage limitations, ladders, improper storage, penetration, compression (roll-over)			
Vehicles, includes PIT	driving, moving vehicles hazards, pedestrian traffic, operator techniques, battery charging, maintenance			
Any electrical hazards	visual inspection, servicing, testing, repairing, installing, lockout / tagout, electrical panels, exposed wires			
Light radiation	welding, cutting, brazing, heat treating, glare, laser			
Bloodborne Pathogens	Blood, body fluids, biological hazards, sharp objects, first aid/CPR, response team, contact with people			
Burn Hazards	handling hot materials, ignition of PPE, open flames, working around or with equipment with hot surfaces			
Other	X-rays, radiation, waterborne illnesses			
I certify that the required workplace hazard assessment has been performed.				
Comments :				
Name / Title		Signature	Date (Revision)	

WORKPLACE HAZARD DETERMINATION

Personal Protective Equipment (PPE) devices alone should not be relied on to provide protection against hazards, but should be used, in conjunction with engineering controls and safe work practices to control hazards. Know (1) How to properly don (put on), doff (take off), adjust and wear PPE, (2) The limitations of the PPE, and (3) The proper care, maintenance, useful life and disposal of the PPE (when to replace).

Department(s) :				Job Title(s) :									
Description of Work :						Level of Risk / Injury : <input type="checkbox"/> Low <input type="checkbox"/> Med <input type="checkbox"/> High							
Frequency : _____ per hour _____ per week _____ per _____		Type of Hazards : <input type="checkbox"/> Fire <input type="checkbox"/> Emergency Response <input type="checkbox"/> Health <input type="checkbox"/> Communication <input type="checkbox"/> Trips/Slips/Falls <input type="checkbox"/> Housekeeping				Chemical Used : <input type="checkbox"/> Diluted <input type="checkbox"/> Concentrated							
Engineering Controls : <input type="checkbox"/> Guards <input type="checkbox"/> Guardrails <input type="checkbox"/> Sharps Containers <input type="checkbox"/> Eyewash <input type="checkbox"/> Shower <input type="checkbox"/> Cart/Dolly <input type="checkbox"/> Safety Switches and Devices <input type="checkbox"/> Ventilation <input type="checkbox"/> Spray Booth <input type="checkbox"/> Other :													
Work Practice Controls (include ladders, maintenance, cleaning and other safety tips) :													
Operating Procedure :													
Attachments (_____ pages) : <input type="checkbox"/> Procedures : _____ <input type="checkbox"/> MSDS <input type="checkbox"/> Manuals : _____ Monitoring Data : <input type="checkbox"/> Air <input type="checkbox"/> Chemical <input type="checkbox"/> pH _____ <input type="checkbox"/> Noise _____ <input type="checkbox"/> Other _____													
<i>Protective Equipment (Include type and when to use). Replace PPE when damaged or as needed. Wear PPE : A = Always; N = Not Required; S = If you are Sensitive; P = During Prolonged Use</i>													
<input checked="" type="checkbox"/>	PPE to Use	Type	A	N	S	P	<input checked="" type="checkbox"/>	PPE to Use	Type	A	N	S	P
	Glasses							Gloves					
	Goggles							Harness					
	Face Shield							Arm					
	Hearing							Apron/Vest					
	Dust Mask							Back Brace					
	Respirator							Knee Pads					
	CPR Mask							Footwear					
	Hard Hat							Tyvex Suit					
	Ergonomics							Welding					
Comments :													
Date :		Print Name :				Title :		Signature					

Attachment 13

Blanket Insurance Coverage for Northwest Campus

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured -- Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured -- By Contract, Agreement or Permit	Included	4
Additional Insured -- Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items 1.b. and 1.d.

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, the second part of Paragraph **a.** is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

- (1) This provision does not apply:

- (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
- (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
- (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.

- (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:

- (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.

- (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:

- (a) To any "occurrence" which takes place after the equipment lease expires; or
- (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

- (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:

- (a) Any "occurrence" which takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

- (1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

1. **SECTION III – LIMITS OF INSURANCE**, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
 - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
 - (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
 - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

2. **SECTION V – DEFINITIONS** is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph **2.a.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance – Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
- b. Excess Insurance -This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. OTHER INSURANCE**, Paragraph **b. Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph **g.**; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph **14. b.** is revised to read:
 - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS**, Paragraph **14.** is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED, Subparagraph 2.a. (1) (d)** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS, 13.** is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.