

# STATE PUBLIC CHARTER SCHOOL AUTHORITY



## REQUEST FOR APPLICATIONS

### Charter School Receivers

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Proposals Due May 20, 2016 for Priority Consideration and on a Rolling Basis Thereafter Until Withdrawn

## Charter School Receivers

Charter School Receivers have a demonstrated track record in successfully managing and operating low-performing, underperforming, or chronically underperforming schools and can demonstrate success in achieving improved outcomes for students. Pre-qualified Receivers may be nominated by the Authority and approved by the courts or be appointed by agreement with the school to serve as Receiver for schools which have entered into a negotiated settlement or have been reconstituted pursuant to SB509 of the 2015 Legislative Session ([https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB509\\_EN.pdf](https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB509_EN.pdf)). Receivers are responsible for implementing well-developed models that encompass school governance and management, instructional design, staff planning, community engagement strategies, and student supports.

Bidders applying to become Receivers:

- Are expected to provide extensive documentation of their experience;
- Must offer high-quality evidence that the supports they provide contribute to substantial changes leading to significant academic improvements for students within a relatively short period of time;
- Must provide the names and contact information for multiple references that the Authority review team may contact; and
- May be interviewed or asked to provide an opportunity for the application reviewers to conduct a site visit in a location in which they are managing a turnaround school.

Selected bidders will be notified of opportunities to submit specific proposals for schools which are identified for receivership. Bidders who are matched with a particular school will be nominated as potential court-appointed receivers. Following court appointment, receivers will be paid out of school funds subject to court review and approval.

## SCOPE OF SERVICE:

### I. Charter School Receivers

Receivers have a demonstrated track record in successfully managing and operating low-performing, underperforming, and chronically underperforming schools and can demonstrate success in achieving improved outcomes for students.

In managing the school, the Receiver would be responsible for activities including, but not limited to:

- Recruiting and supporting a strong team of teachers, leaders and other staff;
- Managing the school budget based on available local, state, and federal funding;
- Providing progress assessments and demonstrating adaptability through making mid-course corrections as necessary;
- Ensuring that students receive a rigorous, high-quality learning experience that is aligned to state standards;
- Developing a plan for how the school day and year will be scheduled for both staff and students;

- Planning and implementing strategies to build a strong school climate and address students’ social, emotional and behavioral needs;
- Implementing an effective plan to engage families and the community;
- Ensuring compliance with all applicable federal and state program requirements (e.g., Title I, Title IIA, IDEA, etc.).

**BUDGET:**

In general, budgets should be deliverables-based (i.e., cost per deliverable or product). The budget should be submitted according to the breakdown as explained in the submission requirements for each School- or District-based categories for which the vendor is applying. If this is a contract that will be paying the vendor on an hourly basis the budget should include what is being paid for in the rate (i.e., cost per hour, cost per day for meals, mileage or other related expenses). All budgets must be all-inclusive of services, materials, travel, etc. All travel-related costs must be billed at a rate that does not exceed the GSA rate. Applicants should familiarize themselves with the State Administrative Manual (<http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Documents/State%20Administrative%20Manual.pdf>) to determine the reimbursable travel costs which should be assumed in each market.

**REQUIRED AND PREFERRED QUALIFICATIONS:**

The preferred and required qualifications and experiences are summarized in the table below.

Description of Qualification/Experience	Receivers
<i>Track record of delivering high-quality services using evidence-based or evidence-informed practices that directly support the School- or District-based category.</i>	Required
<i>Staff have the requisite experience, knowledge, and skills to deliver the services proposed.</i>	Required
<i>Bidder presents evidence of meaningful outcomes that can be credibly linked to the services provided (i.e., qualitative or quantitative evidence that is based on more than client satisfaction with services).</i>	Required
<i>Experience delivering services to low-performing, underperforming or chronically underperforming schools.</i>	Required
<i>Experience delivering intensive, embedded targeted assistance over an extended period of time that is designed to build capacity and lead to sustained, systemic change in charter schools.</i>	Required
<i>Experience successfully collaborating with multiple stakeholders and/or coordinating the services of other key service providers working in the same district or school context.</i>	Required
<i>Bidder presents evidence of improved student outcomes in low-performing, underperforming or chronically underperforming schools that can be credibly linked to the services provided.</i>	Required
<i>Bidder demonstrates organizational characteristics that ensure it can make a long-term commitment to a project (e.g., well-organized and supportive leadership and governance structures; financial stability).</i>	Required

<i>Experience and knowledge of Nevada educational context (e.g., Nevada Academic Content Standards, Nevada Educator Performance Frameworks (if applicable); Nevada School Performance Framework; Nevada school funding model).</i>	Preferred
<i>Demonstrate a successful history of managing and operating one or more underperforming school and moving it to the top quartile of performance within a state.</i>	Required
<i>Provide evidence of successfully leading the process of engaging and collaborating with multiple stakeholders (e.g., school office staff, parents, community organizations, committees) to facilitate school improvement.</i>	Required

**INQUIRIES:**

No phone calls regarding this RFA will be accepted. If you have any questions, please send an email to Katie Higday ([khigday@spsca.nv.gov](mailto:khigday@spsca.nv.gov)) and specify Charter School Receivers in the subject line.

While the Authority cannot provide direct information on schools which may be eligible for receivership, applicants are encouraged to review the agendas and minutes of recent SPCSA Board meetings to research schools which may enter into negotiated receiverships or be placed in receivership for the purposes of turnaround and eventual reconstitution of a new governing body following the revocation of a written charter or the termination of a charter contract.

**The Authority has attached the approved receivership petition document for a school which recently agreed to a negotiated receivership. Bidders are encouraged to review this document and specify in their proposal if they wish to be considered for appointment as the receiver for this particular school.**

**Review and provider removal**

As needed, the Authority, in addition to the Court of appointment and other stakeholders, will monitor the quality and effectiveness of vendors nominated and approved as a result of this RFA. By responding to this RFA, prospective receivers agree to comply with any reporting requirements deemed necessary by the Nevada Department of Education or the State Public Charter School Authority (SPCSA). The SPCSA, the Court, or other stakeholders may request that the court remove a vendor when performance measures are not met, or for other reasons, including but not limited to the requirements of a particular negotiated settlement.

If the SPCSA, in its sole discretion, determines that one or more complaints about a vendor may have validity, the SPCSA may choose to commence a review of the organization. Complaints may be from a school or school district, a parent/guardian, a student, a mandated reporter (any person legally obligated to report suspected abuse or neglect of a child), a representative of a governmental entity, or another source deemed credible by the SPCSA.

If, upon investigation, a vendor is deemed in violation of state or federal law or the charter contract, the violation shall constitute cause for the SPCSA to request the court to terminate or suspend the contract with the Receiver and seek appointment of a new receiver, a reconstituted board, or other appropriate remedy.

In other cases, the SPCSA may request the vendor to take one or more corrective actions specified by the SPCSA within 30 days. If after 30 days the SPCSA determines that the vendor did not take corrective action, that failure shall constitute cause for the SPCSA to request and the court to terminate or suspend the contract with the receiver and seek appointment of a new receiver.

## SUBMISSION REQUIREMENTS:

This section provides:

- A broad overview of the required application materials and links to the complete guidelines;
- Information to keep in mind as bidders prepare their submissions; and
- General instructions for submitting applications for review.

### Overview of Required Application Materials

Every applicant must complete the General Organization Information (A) section, which provides general information about the organization or individual applying.

An organization seeking approval as a Charter School Receiver would complete and attach the following materials:

- A: General Organizational Information
- B: Narrative describing qualifications to become a School Turnaround Operator

The [General Organizational Information \(A\)](#) section requires applicants to provide the following information:

- a. Contact information
- b. Application summary
- c. Organizational Narrative
  - I. Organizational structure and capacity
  - II. Financial capacity
- d. Staff
- e. Costs and Duration of Services and/or Products
- f. References from Current/Recent Clients

### Information to Keep in Mind as You Prepare your Submission

Conciseness and clarity of the narrative is far more important than writing to the maximum page length. If you can clearly convey the information requested in fewer pages than the maximum page limit listed in each section, you are strongly encouraged to do so.

## Submitting your application for SPCSA review

Applications must be uploaded to Dropbox and a link to the Dropbox folder should be emailed to the Authority's point of contact, [khigday@spcsa.nv.gov](mailto:khigday@spcsa.nv.gov). Vendors **should not** email and/or mail responses directly to the SPCSA.

## The Review Process

Receivers are rated on a rubric that reviewers use to score submissions. The scoring rubric indicates the criterion upon which submissions are evaluated and the weights for each criterion appear. Each rubric indicates the minimum score that a vendor must receive in order to be approved as a pre-qualified vendor.

## A. General Organizational Information

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### a. Contact Information

Please provide complete contact information (i.e., Name, Title, Organization, Address, Telephone, e-mail, website) for each of the following:

1. A representative from your organization who is an authorized signatory. [An authorized signatory is a person or group of people who have the authority to sign legal documents on behalf of their organization.];
2. A representative from your organization to whom substantive questions on this submission should be addressed (if different from 1); and
3. If relevant, a local representative of your organization who would be the first point of contact for work being conducted for the SPCSA.

### b. Organizational Narrative *(Recommended length: 3-5 pages)*

Please provide a brief overview that addresses your organizational structure/capacity and financial capacity.

*Applicants applying to become **Receivers** should be certain to include information about the following in their responses:*

#### I. Organizational structure and capacity

- The organization's governance and leadership structure;
- Its process for recruiting, hiring, inducting, and providing ongoing training and support to staff members and the quality control mechanisms used to evaluate staff and hold them accountable; and
- Its approach to scaling up when demand for services and/or products exceed its current capacity (e.g., process and timeline for identifying, hiring and/or training qualified staff).

#### II. Financial capacity

- Information about the organization's financial viability. (If a large percentage of an organization's current budget is derived from grant funding or donations, please address how would the organization would be able to continue providing services at the same level and cost even if those funding sources were reduced or terminated.); and
- For organizations, include, as an attachment, a copy of the organization's business license and most recent annual audit.

### c. Staff *(Recommended length: 1/3 page or less per person)*

Please provide a brief biography (i.e., 1/3 page or less per person) of the key staff likely to deliver these services and include up-to-date resumes (as attachments) for all proposed staff. The biographies should

describe the individual's qualifications to deliver the services described in your proposal, summarizing their experience, skills, and training. Biographies and *attached resumes do not count against page limits*.

**d. Costs and Duration of Services and/or Products** (*Recommended length: 1-2 pages*)

Describe how your organization would charge for services (e.g., daily rate, per student, per school, etc.). Please provide an example and a range for how much each targeted service is likely to cost for a school, and lay out what that budget would look like over a multi-year engagement.

**e. References from current/recent clients**

- Provide the names and contact information for three to five (3-5) administrative-level references from charter school authorizers, districts or schools in which your organization provided the set of services described in your application;
- References should represent the applicant's experience in underperforming, high poverty charter schools/districts with significant special needs and ELL populations;
- References should represent the applicant's experience in underperforming, high poverty charter schools/districts which operate fully or partially distance education, blended, "flipped," or virtual programs;
- References may not include individuals hired, recruited, or compensated by the vendor;
- In addition to client references, applicants must provide the names and contact information for 1-3 partners (of the type described in Section E, above) that the Authority can contact; and
- Provide a full list of all of your engagements with charter schools and districts over the past three years and, if appropriate, categorize the types of services delivered in each case. In each case, the grade levels and total enrollment of the school(s) served in each engagement must be identified.



## B. Application for Charter School Receivers

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### NARRATIVE GUIDELINES

Your complete narrative for this provider type must be organized with clearly marked headings and subheadings corresponding to Sections I, II, III, and IV, described below. Recommended page lengths for each section appear next to the header for each section.

#### I. **Description of services, strategies, and approaches** *(Recommended page limit: 6-8 pages)*

Please provide a detailed description of your organization's background, experience, and expertise that articulates its capacity to work as a Charter School Receiver. Responses must include:

- The model of school governance and management, instructional design, staffing plan, community engagement strategies, grades served, and student supports used;
- The conditions and decision making authority required to successfully manage school transformation; and
- The organizational capacity needed to operate schools, including the number of charter schools that it can serve at one time and over the next three years.

#### II. **Evaluation of progress and impact** *(Recommended page limit: 1-2 pages)*

Please provide a brief summary of the performance measures the organization uses to measure its success on an interim and summative basis. The response should describe the process for supporting ongoing monitoring and assessment of the implementation and outcomes and provide examples of a situation where the initial approach didn't work and how the organization adapted the assistance based on information from self-assessment and monitoring.

#### III. **Demonstrated record of effectiveness** *(Recommended page limit: 3-4 pages)*

Please describe your prior experience (as an organization or as individuals within the organization) in managing a school that resulted in rapid, significant and sustained improvement in student achievement in schools. Responses should include:

- The number of schools served;
- The strategies found to be most effective in improving student achievement in low performing schools; and
- Data or measurable outcomes of the work completed that gives evidence of Receiver expertise. Data should include examples that are non-biased and measurable (e.g., outside evaluations, quantitative school- or student-level data, pre- and post-test results, participant surveys, etc.). Quantitative data is preferred, but qualitative data and/or case studies are acceptable. Innovative or entrepreneurial plans can be substituted, if the expertise of provider can support them.

**IV. Organizational capacity plan** *(Recommended page limit: 1-2 pages)*

Please provide an outline of the organizational capacity you would be able to deploy in Nevada in the next three years. Responses should include:

- How many Nevada charter schools your organization is prepared to serve while maintaining program quality; and
- The built-in quality measures your organization will use to regularly assess the impact of growth and quality of services.

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2 GREGORY D. OTT  
Deputy Attorney General  
3 Nevada Bar No. 10950  
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4 Carson City, Nevada 89701-4717  
Phone: 775-684-1219  
5 FAX: 775-684-1108  
*Attorneys for the State of Nevada,  
6 State Public Charter School Authority*

7  
8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
9 **IN AND FOR CARSON CITY**

10 STATE OF NEVADA, *ex rel.* its STATE )  
PUBLIC CHARTER SCHOOL )  
11 AUTHORITY, ) CASE NO.  
12 Petitioner , ) DEPT. NO.  
13 v. )  
14 SILVER STATE CHARTER SCHOOL, ) **JOINT PETITION FOR APPOINTMENT**  
Respondent. ) **OF RECEIVER**

15  
16 Comes Now, the State of Nevada *ex rel.* its State Public Charter School Authority  
17 (“Petitioner” or “SPCSA”), by and through counsel, ADAM PAUL LAXALT, Attorney General of  
18 the State of Nevada, and GREGORY D. OTT, Deputy Attorney General, joined by, and with  
19 the fully informed consent of Silver State Charter School (“Respondent” or “Silver State”)  
20 petitions this honorable court as follows:

21 To appoint a qualified independent and neutral receiver (“Receiver”), not currently  
22 serving on Governing Board of or employed by either Party, with a background in education,  
23 school finance, school administration, and/or business, to fulfill the obligations and duties of  
24 the Governing Board of Silver State Charter School until such time as the Petitioner, through  
25 the recommendations of this court appointed Receiver is able to fully reconstitute the  
26 governing board of Respondent, which shall occur no later than [REDACTED], and which shall  
27 follow the procedure outlined in Section 6, subsection 1 of Senate Bill 509 of the 78th session  
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1 of the Nevada Legislature approved by the Governor on June 10, 2015 and effective January  
2 1, 2016 for reconstituting the governing body.

3 To appoint a trustee whose sole duty shall be to hold the capacity to bring action on  
4 behalf of Silver State to enforce the receivership ~~appointment~~.

5  
6 **Parties**

7 1. Petitioner, SPCSA, is a political subdivision of the State of Nevada created by NRS  
8 386.509 with the express purposes of authorizing charter schools of high-quality through this  
9 state and providing oversight to the charter schools that it sponsors to ensure that those  
10 charter schools maintained high education and operation standards and to safeguard the  
11 interests of pupils and the community.

12 2. Respondent, Silver State, is a Nevada State funded charter school located in Carson  
13 City, Nevada organized, operated and governed pursuant to Chapters 386 of the Nevada  
14 Revised Statutes and the Nevada Administrative Code, which govern Local Administrative  
15 Organization relating to Charter Schools, and Title 23 of the Nevada Revised Statutes,  
16 governing Public Officers and Employees under Nevada Revised Statutes under Chapter 281.

17 **Jurisdiction**

18 3. Respondent is organized and operates in Carson City, Nevada, with its physical  
19 location being 788 Fairview Drive, Carson City, NV.

20 4. Section 6, Subsection 2 of Senate Bill 509 of the 78<sup>th</sup> session of the Nevada Legislature  
21 approved by the Governor on June 10, 2015 and effective January 1, 2016 allows the  
22 Petitioner to petition the district court to appoint a receiver, to be paid from the funds of the  
23 charter school, to fulfill the obligations and duties of the Governing Board of the charter  
24 school.

25 **Factual History**

26 5. On October 26, 2015 the SPCSA sent Silver State a Notice of Closure notifying Silver  
27 State of two separate deficiencies including allegations of (1) a pattern of fiscal

1 mismanagement by current and past staff and members of the charter school's governing  
2 body and a failure to comply with generally accepted standards of fiscal management and (2)  
3 investment in a derivatives account.

4 6. After the Issuance of Notice of Closure, Silver State undertook efforts to cure the stated  
5 deficiencies alleged in the Notice of Closure.

6 7. The SPCSA Board commenced a public hearing to consider whether to revoke the  
7 written charter on December 4, 2015, wherein Silver State appeared and presented evidence  
8 of measures taken to cure the stated deficiencies. The Parties dispute whether Silver State  
9 submitted sufficient evidence to cure the alleged deficiencies and whether the SPCSA  
10 followed proper procedure for revocation of a written charter.

11 8. The public hearing to consider whether to revoke the written charter was continued by  
12 the SPCSA Board to January 4, 2016 and additional time was given to Silver State to submit  
13 documentary evidence to the SPCSA Board.

14 9. The public hearing concluded on January 4, 2016, with the SPCSA Board voting to  
15 revoke the written charter of Silver State Charter School. However, the school remains fully  
16 operational.

17 10. The SPCSA Board considered Findings of Fact and Conclusions of Law regarding its  
18 decision to revoke the written charter of Silver State at its March 9, 2016 Board meeting, at  
19 which time counsel for Silver State raised several procedural and substantive issues related to  
20 the closure process, and announced Silver State's intention to file a petition for judicial review.

21 11. After declining to adopt any Findings of Fact and Conclusions of Law, the SPCSA  
22 Board directed counsel to confer with counsel for Silver State regarding a possible resolution  
23 that would allow the school to remain open.

24 12. Counsel for the SPCSA and Silver State engaged in substantive negotiations that  
25 eventually produced a Settlement Framework (attached as exhibit "A") which has been  
26 adopted and approved by both the SPCSA (on **DATE OF APPROVAL**) and the Silver State

1 (on **DATE OF APPROVAL**) Governing Board and is fully incorporated herein and which the  
2 Parties request become part the order of appointment of receiver.

3 13. The Settlement Framework requires Petitioner and Respondent to jointly petition this  
4 Court for the Appointment of a Receiver to take over the responsibilities of the Governing  
5 Board of Silver State subject to all current contracts, obligations, etc., of Silver State.

### 6 **Appointment of Receiver and Trustee**

7 14. Pursuant to the Court's power under Section 6, Subsection 2 of Senate Bill 509 of the  
8 78<sup>th</sup> session of the Nevada Legislature, the SPCSA and Silver State jointly request this Court  
9 appoint a neutral, independent, and qualified receiver, that is not currently serving, and has  
10 not previously served on the Governing Board of or been employed by either Party, from the  
11 list of qualified individuals to be submitted by the Petitioner as directed by this Court, to take  
12 on the responsibilities of the Governing Board of Silver State.

13 15. The Receiver shall have the responsibilities of, and perform the duties, be subject to  
14 the obligations, and subject to the limitations of the Governing Board of Silver State, as set  
15 forth in NRS Chapter 386, including but not limited to the charter, Bylaws, Policies and  
16 Procedures of the Board, and the Settlement Framework, attached hereto as exhibit "A."

17 16. The Receiver is also subject to all current personnel contracts, and will abide by the  
18 existing charter, Bylaws, Policies and Procedures of Silver State, (collectively, "Silver State's  
19 Governing Documents") which shall remain in full force and effect and may only be terminated  
20 or modified according to the existing terms or processes. The Receiver shall not terminate or  
21 demote the current executive director of SSCS without cause for at least one year following  
22 the appointment of the Receiver, and then only as outlined in the current executive director  
23 agreement.

24 17. The Receiver shall have the ability to modify or cancel non-personnel contracts, leases  
25 or other contracts, as the Receiver may deem in his discretion to be appropriate for or benefit  
26 of the students of Silver State; and to terminate any existing non-personnel contract,  
27 agreement or instrument which is not commercially reasonable or beneficial.

1 18. The Receiver ~~should shall~~ also have the power to petition this court for clarification of  
2 his or her rights, powers, duties and obligations as Receiver and should have the same power  
3 as ~~a-the~~ Governing Board of Silver State to amend Bylaws, Policies and Procedures of the  
4 Board, and to seek to amend the charter ~~contract~~ as necessary.

5 19. At least quarterly, the Receiver shall meet with the Executive Director of Silver State to  
6 discuss the operations of Silver State.

7 20. At least quarterly, the Receiver shall hold a public meeting consistent with the  
8 requirements of the Open Meeting Law (NRS Chapter 241) to discuss issues related to the  
9 exercise of his or her duties or report to the SPCSA Board at a public meeting where meeting  
10 consistent with the requirements of the Open Meeting Law (NRS Chapter 241) and receive  
11 public comment regarding the same.

12 21. At least quarterly, the Receiver shall file with the Court a progress report, including an  
13 expense report, with notice provided to the trustee and posted on Silver State's website. All  
14 expenses, including the Trustee's fees and the Receiver's own fees and the fees of any  
15 professionals hired by the Trustee or the Receiver, shall be approved by the Court. All fees  
16 payable to the Trustee and Receiver shall be approved by the Court before they are paid.

17 22. The Receiver shall petition the SPCSA Board ~~or the Court~~ for approval of any proposed  
18 changes to Silver State's Governing Documents, and if the SPCSA approves such a petition,  
19 the Receiver shall then Petition the Court for approval of the same. No such amendment shall  
20 be effective until approved by the SPCSA Board ~~or~~ AND the Court.

21 23. Additionally the SPCSA and Silver State jointly request this Court to appoint a qualified  
22 independent and neutral trustee of Silver State from the list of qualified individuals (attached  
23 as exhibit "B" to this petition). The trustee's sole duty shall be to hold the capacity to bring  
24 action on behalf of Silver State to enforce the receivership ~~appointment~~.

25 24. Attached hereto as Exhibit "C" is a proposed order mirroring this Petition.  
26  
27  
28

1 DATED this \_\_\_\_ day of April, 2016  
2

3  
4 Consented to and Joined by  
Silver State Charter School

ADAM PAUL LAXALT  
Nevada Attorney General

5  
6 By: \_\_\_\_\_  
7 RYAN RUSSELL  
8 Allison MacKenzie, Ltd.  
9 402 North Division Street  
10 P.O. Box 646  
11 Carson City, Nevada 89703  
12 (775) 687-0202  
13 *Attorneys for Respondent*

By: \_\_\_\_\_  
GREGORY D. OTT  
Deputy Attorney General  
Nevada Office of the Attorney General  
100 North Carson Street  
Carson City, Nevada 89701

14 **CERTIFICATE OF SERVICE**

15 I certify that I am an employee of the State of Nevada, Office of the Attorney General,  
16 and that on this \_\_\_\_ day of \_\_\_\_\_, 2016, I served a true and correct copy of the foregoing  
17 JOINT PETITION FOR APPOINTMENT OF RECEIVER, via U.S. Mail

18  
19 Employee of the State of Nevada  
20 Office of the Attorney General

21 [4825-8258-6160\\_v.1](#)

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## SETTLEMENT FRAMEWORK SILVER STATE CHARTER SCHOOL

The following constitutes an outline for settlement of Silver State Charter School's ("SSCS") possible petition for judicial review of the State Public Charter School Authority's ("SPCSA") decision to close the school after hearings on December 4 and January 4.

The following proposal was approved by the ~~SSCS SPCSA Board governing body by a unanimous vote, 6-0,~~ on March 25~~2~~, 2016.

1. The current members of the SSCS governing body will be replaced by a receiver to fulfill the duties of the governing body until such time as the Authority can confirm members of the reconstituted governing body of SSCS. Once a quorum has been appointed, the receiver may step down.
2. The SPCSA will select the receiver, which will be confirmed by a court of competent jurisdiction after a joint petition by and between SPCSA and SSCS is approved by counsel for both entities. The order of receivership appointment will be between SSCS, the SPCSA and the receiver, such that the current governing body of SSCS will act to approve said order of appointment before stepping down. The petition shall be filed with the court not later than July 1, 2016 or this agreement becomes voidable by SSCS or the SPCSA;
3. Until a receiver is appointed, the governing body of SSCS will continue to fulfill the duties of that board;
4. The Authority and the receiver shall use best efforts to reconstitute the board, which shall occur not later than July 1, 2019;
5. Both the SPCSA and the SSCS boards acknowledge that this agreement does not constitute renewal of the charter and should the SPCSA decide not to renew SSCS's charter, this agreement will have no further force or effect. Both boards acknowledge that the reconstituted SSCS board's task is formidable and may take up to three years to make progress improving the school's performance to a satisfactory level as specified by statute and Nevada Administrative Code. However, the school must show progress to earn the full length of time necessary for complete turnaround by meeting initial milestones at the end of two years (by the end of the 2017-18 school year). The measures in the renewal will be objectively consistent with those set forth in the statutory scheme for charter contracts and will include specific milestones, each and all of which must be met, or the SPCSA shall consider closure of the school. The parties recognize that entrance into the Alternative Framework may require a recommendation from the sponsor of a charter school. The Parties agree that nothing in this agreement obligates the SPCSA as sponsor of Silver State to recommend Silver State for an Alternative Framework beyond the general duty of good faith and fair dealing implied in all contracts.
  - a. Milestones after two years (at the end of the 2017-18 school year) include: 1) the reconstitution of a Board that the Receiver believes is capable of completing a transformation, 2) graduation rate, as calculated by the Nevada Department of Education for the 2017-18 graduating class, or the 2013-14 adjusted cohort in accordance with 34 C.F.R. §200.19(b), increase to ~~34~~5% ~~or equivalent satisfactory rating on a statutorily created Alternative Framework~~, and 3) clean financial audits with no material adverse findings relating to transactions, occurrences, or events that occurred after approval of this agreement.
  - b. Milestones after three years to (at the end of the 2018-2019 school year) include 1) "Adequate" on the SPCSA's academic performance framework, 2) ~~45~~60% or greater

graduation rate, as calculated by the Nevada Department of Education for the 2018-19 graduating class, or the 2014-15 adjusted cohort in accordance with 34 C.F.R. §200.19(b), 3) 3 star rating or equivalent satisfactory rating on a statutorily created Alternative Framework, as it may or may not exist, and 4) continued clean financial audits with no material adverse findings relating to transactions, occurrences, or events that occurred after approval of this agreement.

6. Upon approval of the renewal, SSCS will waive its appellate rights in relation to the closure at issue any and all alleged violations of NRS 233B, and the SPCSA will agree to take no action on any currently agendized notices of closure and pursue no further closure for past graduation rates or as to other academic matters prior to the application for renewal except for those included in this agreement;
7. Upon the receiver's appointment by a court pursuant to a joint petition the current members of the SSCS governing body will dissolve. The receiver will step in as the governing body subject to all current contracts, obligations, employment agreements, etc., of SSCS.
8. The SPCSA and SSCS Board's agree to jointly submit the names of three trustees to the Court that appoints the receiver. The court shall appoint one trustee whose sole duty shall be to hold the capacity to bring action on behalf of SSCS to enforce the receivership appointment. No other entity shall have standing to enforce the appointment on behalf of SSCS. Should the Trustee bring an action to enforce the receivership appointment which is unsuccessful and the court determines to be in bad faith, the SPCSA shall have the right to declare this agreement void and proceed with any and all accountability measures against the school.