



STATE PUBLIC CHARTER SCHOOL AUTHORITY

2021 CALL FOR QUALITY CHARTER SCHOOLS

 **CACTUS PARK
ELEMENTARY**
PUBLIC CHARTER SCHOOL

a proposed school by pilotED Schools of Nevada Inc.



welcome to our vision

Cactus Park Elementary is a proposed pilotED Schools of Nevada public charter school that intends to serve nearly 500 K-5 students at full enrollment.

Cactus Park will empower the way students see themselves and the world around them using a model steeped in social identity development, civic engagement, and academic excellence. An onsite cactus park and school farm will extend the learning environment to the outdoors while contributing to holistic student well-being.





(1) SPCSA Charter Proposal Cover Sheet

Identify the **primary point of contact** for your Committee to Form. If you are a Charter Management Organization applying directly for sponsorship, please also identify the **primary point of contact for your organization**.

Barring a change in the makeup of the founding group, this will likely be the liaison identified in the Notice of Intent. This individual will serve as the contact for all communications, scheduling, and notices regarding your application. The Primary Contact is expected to ensure that your founding group receives all general communications promptly. Please note that, as with all aspects of your application, names and contact information of the Primary Contact will become public information.

Primary contact person: Jacob Allen

Mailing address:

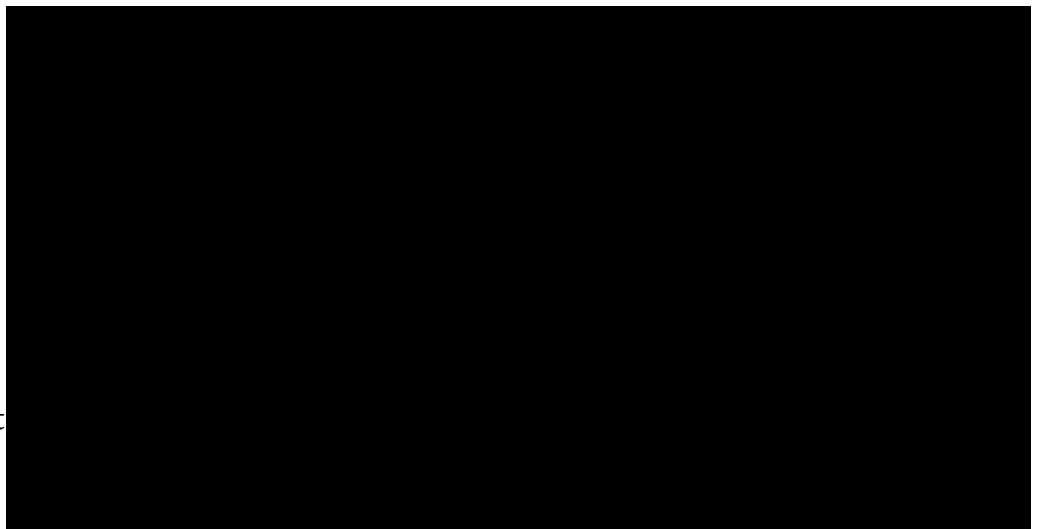
Street/PO Box:

City:

Phone Number:

Fax Number:

Name of team or ent





In accordance with NRS 388A.249, a Committee to Form or a Charter Management Organization may submit an application to the State Public Charter School Authority. For Committee to Form applicants please refer to the membership requirements below and note that neither the Primary Contact nor any other member of the Committee to Form may be an employee of a proposed vendor, including an educational management organization.

NRS 388A.240 Membership of committee to form charter school.

1. A committee to form a charter school must consist of:
 - (a) One member who is a teacher or other person licensed pursuant to [chapter 391](#) of NRS or who previously held such a license and is retired, as long as his or her license was held in good standing;
 - (b) One member who:
 - (1) Satisfies the qualifications of paragraph (a); or
 - (2) Is a school administrator with a license issued by another state or who previously held such a license and is retired, as long as his or her license was held in good standing;
 - (c) One parent or legal guardian who is not a teacher or employee of the proposed charter school; and
 - (d) Two members who possess knowledge and expertise in one or more of the following areas:
 - (1) Accounting;
 - (2) Financial services;
 - (3) Law; or
 - (4) Human resources.
2. In addition to the members who serve pursuant to subsection 1, the committee to form a charter school may include, without limitation, not more than four additional members as follows:
 - (a) Members of the general public;
 - (b) Representatives of nonprofit organizations and businesses; or
 - (c) Representatives of a college or university within the Nevada System of Higher Education.
3. A majority of the persons who serve on the committee to form a charter school must be residents of this State at the time that the application to form the charter school is submitted to the Department.
4. As used in subsection 1, “teacher” means a person who:
 - (a) Holds a current license to teach issued pursuant to [chapter 391](#) of NRS or who previously held such a license and is retired, as long as his or her license was held in good standing; and
 - (b) Has at least 2 years of experience as an employed teacher.

→ The term does not include a person who is employed as a substitute teacher.



NRS 338.249 permits a committee to form or a charter management organization to submit a charter school application.

Is the applicant a Committee to Form or a charter management organization (CMO)?

Committee to Form

Charter Management Organization

If the applicant is a CMO, identify the CMO and any affiliated NV non-profit:	<p>pilotED Foundation, <i>an Indiana nonprofit on behalf of</i></p> <p>pilotED Schools of Nevada Inc., <i>a Nevada nonprofit</i></p>
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Names, roles, and current employment of all persons on the committee to form (add lines as needed). Note that the Committee to Form may be different than the proposed Governing Board. For CMO applicants, please instead list members of the applicant team including CMO employees, proposed school employees, board members, etc.

Full Name	Current Job Title and Employer	Position with Proposed School
Jacob Allen	Chief Executive Officer <i>pilotED Foundation</i>	Coach and Consultant <i>pilotED Foundation</i>
Lani Luo	Chief Operating Officer <i>pilotED Foundation</i>	Coach and Consultant <i>pilotED Foundation</i>
Karli Casto	Founding Principal-in-Residence <i>pilotED Foundation</i>	Founding Principal <i>Cactus Park Elementary</i>
Dinisha Mingo	Chief Executive Officer <i>Mingo Health Solutions (MHS)</i>	Current Board Member <i>pilotED Schools of Nevada</i>
Cecelia Gonzalez	Assemblywoman <i>State of Nevada</i>	Current Board Member <i>pilotED Schools of Nevada</i>
Angela Cook	Attorney <i>Legal Aid Center of Southern Nevada</i>	Current Board Member <i>pilotED Schools of Nevada</i>
Sheila Weathers	Teacher & Literacy Coach <i>Clark County School District</i>	Future Board Member <i>pilotED Schools of Nevada</i>
Kimberly Lapuz	Special Education Administrator <i>Washoe County School District</i>	Future Board Member <i>pilotED Schools of Nevada</i>
Alex Bybee	Senior Director <i>Communities in Schools of Nevada</i>	Future Board Member <i>pilotED Schools of Nevada</i>



Does this Committee to Form, charter management organization, or education management organization have charter school applications under consideration by any other authorizer(s) in the United States? Yes No

If yes, complete the table below, adding lines as needed.

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

Does this Committee to Form, charter management organization, or education management organization have new schools scheduled to open elsewhere in the United States in the 2021-22 or 2022-23 school years? Yes No

If yes, complete the table below, adding lines as needed.

Proposed School Name	City	State	Opening Date



Proposed School Name (add lines as needed):

Proposed School Name(s)*	Opening Year	Grades served Year 1	Grades served at capacity
Cactus Park Elementary	2022	K-4	K-5

Planned Enrollment (Must Correspond to Budget Worksheet Assumptions)

	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
K	81	81	81	81	81	81
1	81	81	81	81	81	81
2	81	81	81	81	81	81
3	54	81	81	81	81	81
4	54	54	81	81	81	81
5		54	54	81	81	81
6						
7						
8						
9						
10						
11						
12						
Total	351	432	459	486	486	486

Proposed Location

If an exact location has not been determined, please provide a detailed description of the proposed contact location including, geographic area, cross streets, and neighborhood.

Campus Location	County	Zip Code(s) to be Served by School
3115 N Las Vegas Blvd	Clark	89030, 89115, 89110, 89101

Nevada law currently permits an operator to contract with a for-profit, Education Management Organization or a non-profit, Charter Management Organization.

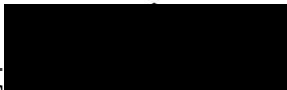
Does the proposed school intend to contract or partner with an education management organization (EMO) or charter management organization (CMO) to provide school management services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, identify the name of the EMO or CMO and specify which designation:	pilotED Foundation (CMO) , <i>Indiana Nonprofit Organization</i>



In accordance with NAC 388A.160(8), if this application was prepared by a person who is not a member of the committee to form the charter school, or by another entity, including, without limitation, an educational management organization, or if such a person or entity assisted the committee in preparing the application, the applicant must disclose information about that person and/or entity.

Was the application prepared by a person who is not a member of the Committee to Form the charter school or CMO, or by another entity including, without limitation, an educational management organization? Additionally, did a person who is not a member of the Committee to Form the charter school, CMO, or another entity including, without limitation, an educational management organization assist the committee in preparing the application? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, what is the name of the person(s) and/or entity(s)?	N/A
Please list any affiliations this person(s) and/or entity(s) has to existing schools and the dates of such affiliation.	N/A
Please provide a resume for the person(s) and or entity(s)?	N/A

Applicant Certification:

 Sig/	07/15/2021 Date
Jacob Allen	
Printed Name:	

Note: [NAC 388A.260](#) requires that applicants submit a version of the application which excludes or redacts from the application and any related material to be shared with the public. All applicants should be prepared to submit a version of their application that complies with this regulation, if requested.



(2) Meeting the Need

MISSION AND VISION

The mission of your school should describe the purpose of your school, including the students and community to be served and the values to which you will adhere while achieving that purpose. The vision of your school should describe what success looks like for students, for the school as a whole, and for any other entities that are critical to your mission. The mission and vision statement should align with the purposes of the Nevada charter school law and the mission of the State Public Charter School Authority and serves as the foundation for the entire proposal.

(1) Provide the mission and vision for the proposed school and briefly describe how they serve as the foundation for the proposed school, including:

(a) The key components of your educational model

The mission and key components of Cactus Park Elementary is to empower elementary students in the ways in which they see themselves and the world around them through the use of a school model that embodies **1)** social identity development, **2)** a robust civic engagement system, and **3)** a rigorous culturally relevant academic curriculum. Through this highly-researched model of social identity development, civic engagement, and academic excellence, Cactus Park Elementary strives to interrupt generational cycles of poverty experienced by students and families in Las Vegas where the median household income is nearly \$23,000 less than the national median household income.

[Rubric Alignment] The mission statement identifies the role of the school in addressing the problem or demand that the school seeks to address in the community in which it seeks to serve.

(b) The outcomes you expect to achieve

Social Identity Development: The identity program at Cactus Park Elementary is a highly rigorous curriculum and associated class that students take daily. The curriculum pairs **CASEL-aligned** social identity standards with culturally relevant social studies content specific to the Las Vegas Valley.

1. We expect 100% of students to rate the school on our Teacher Student Rapport (TSR) survey as a place that is high in affirmation of self and low in adult biases and denigration of self
2. We expect 100% of students to attend a social-emotional-based social studies class daily.

Civic Engagement: Civic engagement allows our students the opportunity to execute upon the knowledge and skills they learn at Cactus Park Elementary. Whether it's reading to senior citizens in isolation to leading community activities at our on-site Cactus Park, students will be ready to tackle community outreach and civic change.



1. We expect 100% of students to complete a minimum of (4) civic engagement opportunities annually
2. We expect 100% of teachers to aid in a minimum of (2) civic engagement opportunities annually

Academic Excellence: A rigorous academic program will allow our students the opportunity to access areas of life achievement that may in other institutions be fleeting or highly misaligned. Cactus Park Elementary will offer world-class, highly researched, and Nevada Academic Content Standards-aligned curriculum (CKLA & Eureka) that have been tested and rated highly by EdReports. Additionally, we will use the NWEA Map assessment and SBAC to continually measure success of the aforementioned curriculum. As addressed in the *TARGETED PLAN* below, academic excellence will allow the highly impoverished community of 89115 the opportunity to forever change generational trajectories.

1. We expect 75% of our students to routinely meet their individualized growth goals on the NWEA Map assessment in both Reading and Math.
2. We expect 3-5% annual growth year-over-year on the SBAC as a school.

[[Rubric Alignment](#)] The committee to form aims to achieve outcomes that they demonstrate will improve students' long-term quality of life.

(c) Key supporters, partners, or resources that will contribute to your school's success

Social Identity Development:

- pilotED Foundation -- developer of the CASEL-aligned social studies curriculum; will provide associated coaching services; will ensure that Teacher Student Rapport (TSR) survey is regularly updated to capture changing local data
- Parents & Families -- provides ongoing contextual basis for students to engage in the culturally-relevant content and discussions
- NewSchools Venture Fund -- current funder; provides ongoing cohort exposure and coaching alongside other diverse and culturally relevant-focused charter schools
- Chan Zuckerberg Initiative -- current funder; provides ongoing opportunities and research aligned to whole child development including social identity

Civic Engagement:

- pilotED Foundation -- coaching around best practices in civic engagement opportunities
- Local senior living centers/nursing homes, parks, civic centers, and community centers -- provide a place for civic engagement opportunities
- Chan Zuckerberg Initiative -- current funder; provides ongoing opportunities and research aligned to whole child development including civic mindedness

Academic Excellence:

- CKLA & Eureka -- two highly-rated and aligned curriculum developers for ELA and Math programs at Cactus Park Elementary; lead professional development for teachers



- Attuned Education Partners – leadership coaching; observation and feedback support; lesson planning exemplars; instructional leadership support
- NewSchools Venture Fund -- current funder; provides ongoing cohort exposure and coaching alongside other schools who implement the NWEA Map assessment
- RELAY Graduate School – observation and feedback exemplars; lesson planning exemplars; instructional leadership support

Other Operational, Financial, and Family Supports

- Jared Luke and William Legere at the City of North Las Vegas -- will continue to serve as a thought-partner in finding best ways to serve students and families
- Tammy Malich at the City of Las Vegas -- will continue to serve as a thought-partner in finding best ways to serve students and families
- TriNet – Back-office provider; payroll; HR
- Red Hook Capital Partners – facility planning
- Opportunity 180 -- current funder; thought leadership on impact
- Erica Mosca -- will continue to serve as a community thought partner; will source potential staff members from alumni of Leaders in Training
- Charter School Growth Fund -- current funder; provides (3) years of professional development for leadership members
- Attuned Education Partners -- provides on-going instructional support for leadership members
- Communities in Schools of Nevada -- parent programming; student crisis intervention training; teacher preparation
- Boystown -- parent programming; student crisis intervention training; teacher preparation
- Education Board Partners – ongoing supports for local board governance
- Chicanos Por La Causa -- parent resource development and trainings
- Futuro Academy -- served as a charter school fellowship site for founding principal

[Rubric Alignment] The committee to form identifies key supporters, partners or resources that are directly tied to the stated outcomes of the school.

(2) A charter school must have as its stated purpose at least one of the goals set forth in NRS 388A.246. Please identify the statutory purpose(s) of the school and how these align to the mission and vision of the school. The six statutory purposes are:

(a) Improving the academic achievement of pupils;

Academic excellence is one of the three pillars of Cactus Park’s mission and vision. Using best practices from school models both locally and nationally, we intend to outperform neighboring schools by the end of our third year. From CKLA to Attuned Education Partners, we intend to partner with organizations and curriculum providers that have a proven track-record educating similar demographics as that of our students in 89115, the zip code of our proposed school.



(b) Encouraging the use of effective and innovative methods of teaching;

Years of partnership with education researchers and innovative school funders at NewSchools Venture Fund, Charter School Growth Fund, Opportunity 180, and Chan Zuckerberg Initiative have given us exposure to innovative teaching methods. From the implementation of small-group pilotPods to the use of culturally-relevant teaching methods, Cactus Park will utilize best-in-class approaches.

(c) Providing an accurate measurement of the educational achievement of pupils;

Both the SBAC and NWEA Map assessment are proven *winners* in the areas of measuring achievement and growth for pupils. We will not only use both assessment measurements but will ensure a strong culture of improvement and development is had for all team members using data from such assessments.

(d) Establishing accountability and transparency of public schools;

Using previous experiences and partnerships with the Indianapolis Office of Education Innovation and with Education Board Partners, Cactus Park Elementary has already ensured a strong governance model with transparency and stewardship as cornerstones. These underpinnings and previous experience will give Cactus Park a running-start on governance.

(e) Providing a method for public schools to measure achievement based upon the performance of the schools; and

As previously mentioned, Cactus Park will use interim assessments, SBAC, and NWEA Map as ways to measure achievement. Additionally, Cactus Park will check annually for progress on such assessments in comparisons to other nearby elementary schools to ensure we are providing a better option for students and families.

(f) Creating new professional opportunities for teachers.

From Cactus Park's wellness stipends to career advancement opportunities and rigorous professional development cycles, we are adamant about creating a space where teachers feel challenged yet joyful. We will continue to partner with organizations like Attuned, RELAY, and other top-notice providers to further the achievement of not only our students but that of our teachers, as well. Annual site visits to other top performing schools and an annual retreat centered around wellness and teaching will also be implemented.

[Rubric Alignment] The school's stated purpose satisfies at least one and ideally all statutory purposes, demonstrates how they are clearly aligned to the mission and vision, and explains how the school fulfills each selected purpose:

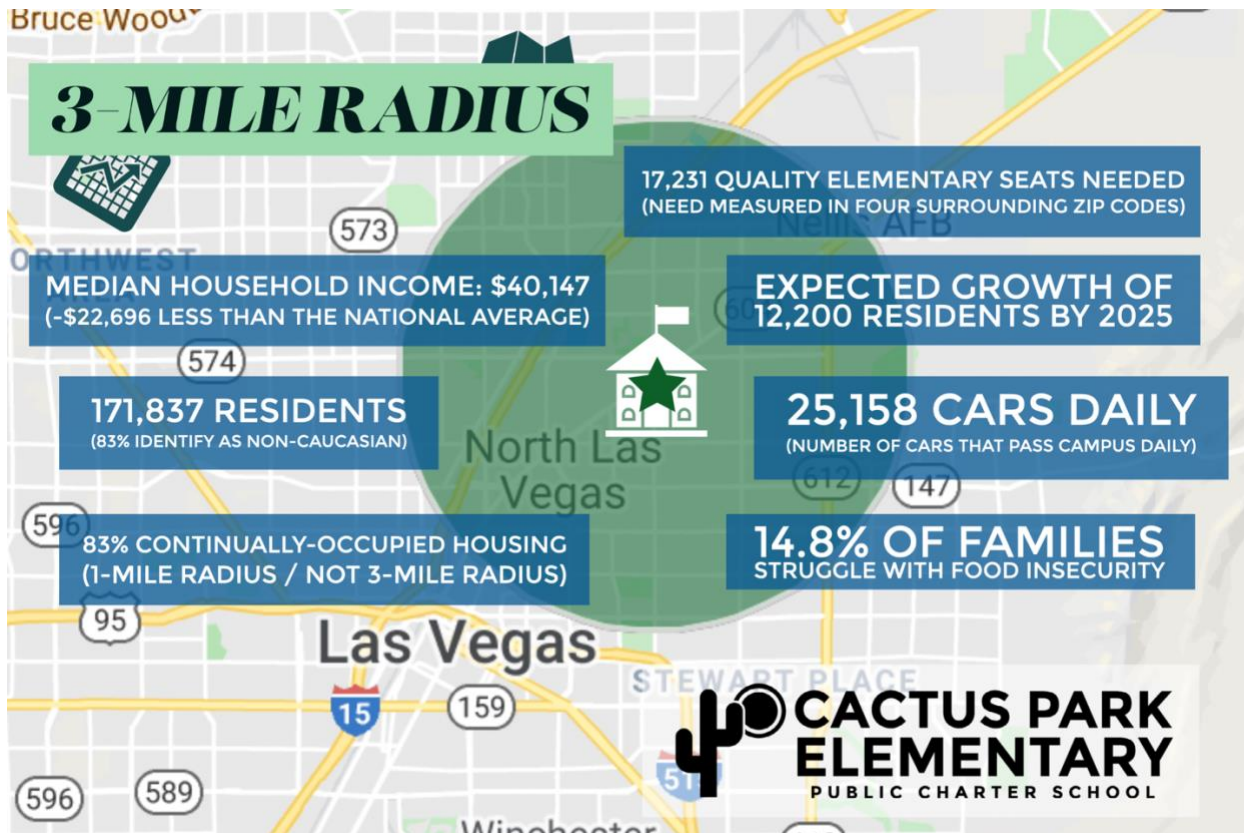
TARGETED PLAN

(1) Explain how the educational model you wish to implement meets the needs of the community you wish to serve.

***The following map and statistics represent a 3-mile radius around our proposed 3115 N. Las Vegas Blvd campus. Statistics are from the 2020 US Census, Opportunity 180's Priority*



Footprint for elementary schools, ArcGIS overlays, Simply Vegas Commercial, and Feeding America.



While much research has been produced about the power and effects of a rigorous and culturally relevant education for low-income families, Cactus Park Elementary seeks to meet the needs of our local community in four specific ways. The following four ways are in direct response to prospective parent input and research conducted by the Cactus Park and pilotED Foundation team:

a) Create More High-Quality Elementary Seats

According to Opportunity 180's [Priority Footprint](#) map and [2020 Census data](#), the 89115, 89030, and 89110 zip codes have a significant need for more high-quality seats. Population growth within 1-mile of the proposed school location (3115 N Las Vegas Blvd) is rapidly growing with an increase of 12% since 2000 and 5.4% of expected population growth between 2020 and 2025. This boom in population will only further accelerate the over-crowded neighborhood school classrooms, creating a desperate need for seats.

b) Decrease Food Insecurity

In discussions with officials at the City of North Las Vegas and after researching [Feeding America's recent Clark County statistics](#), food and clothing insecurity are massive problems in Las Vegas with over 15% of families struggling to keep food on



the table. The COVID pandemic has hit many of our students' families hard. Our campus will have a robust food and clothes pantry, similar to the one in Indianapolis. Thousands of pounds of food and thousands of articles of clothing are donated annually to our students and their families. We intend to partner with the largest food pantry in Vegas to ensure our satellite pantry is reaching the needs of our community.

c) Increase Family Partnership

In our over 20 conversations with interested Cactus Park Elementary parents and families, it became extremely clear that families want to be seen as partners and resources. Over 80% of the interviewed parents sent at least one kid to a school in Clark County that they said could improve with their parent/guardian communication and partnership. Whether it's our Parent University or weekly communication with parents/guardians, Cactus Park will be a shining light for parents and family members alike.

d) Increase Culturally Relevant Teaching (CRT) Practices

Within a 3-mile radius of our proposed campus, over 75% of families identify as Hispanic, African-American, Asian, Multiracial, or other non-Caucasian ethnicity. We expect our student population to reflect this statistical demographic. To ensure a strong educational experience in our students' elementary school years, Cactus Park will implement best-in-class CRT and PBIS approaches similar to the ones used in pilotED's Indianapolis campus. Various research studies including a [2015 study](#) by researchers at Western Michigan University, showed the power of closing achievement gaps using CRT literacy practices for at-risk populations. Furthermore, despite [CCSD seeking to increase CRT practices](#) in all of its schools, many parents we interviewed said they felt that their student's school was not adequately meeting the needs of their ethnically diverse learners.

e) Increase After-School Programming

During our almost two dozen parent/guardian interviews, it became clear that affordable after-school programming that was safe, fun, and enriching was lacking in many schools. It is for this reason that we decided to increase the programming in our model with additional clubs and after-school programming. We intend to provide comprehensive stipends to teachers to volunteer in leading various after-school programs and sports. Currently, we expect to have agriculture club at the onsite farm, robotics, soccer, and other programs if we have the ability to find passionate and willing leaders for all activities during our start-up year.

[Rubric Alignment] Clear and compelling rationale for the selected community based on academic or demographic need

[Rubric Alignment] Clear and comprehensive explanation of how the proposed model meets identified community needs



(2) During the 2019 legislative session, AB 462 required the SPCSA to develop an Academic and Demographic Needs Assessment. [A copy of this document can be found here.](#) Given the demographic and academic needs as defined below, please describe how your proposed school would meet one or more of the needs defined in the Academic and Demographic Needs Assessment.

a) Demographics: Applicants meeting this need will propose a school model that includes demonstrated capacity, credible plans, and thorough research and analysis in order to intentionally serve the following student groups, each of which has been identified as persistently underperforming based on data provided by the Nevada Department of Education: Students qualifying for free or reduced-price lunch, English Learners, and students with IEPs. Successful applicants will demonstrate the capacity to support these student groups in achieving academic performance at or above the state average.

b) Academic Needs: Applicants meeting this need will propose a school model that includes demonstrated capacity, credible plans, and thorough research and analysis in order to intentionally provide access to 3, 4 and 5-Star schools in zip codes where students are attending a 1- or 2-Star school. A map and list of zip codes will be provided; SPCSA charter schools will be removed from the data set used to identify zip codes.

Cactus Park Elementary will seek to meet the *Academic and Demographic Needs Assessment's Demographics and Academic Needs indicators* as defined above using a proven, researched, and responsible model.

Demonstrated Capacity – Karli Casto, Cactus Park’s Founding School Principal, has over ten years serving similar students and families in Las Vegas. Furthermore, Cactus Park Elementary’s “sister campus” in Indianapolis, Bethel Park Elementary, serves a very similar demographic as the expected demographic surrounding 3115 N Las Vegas Blvd’s campus. The table below compares Ms. Casto’s demographic experience, Bethel Park’s current demographic, and that of the expected demographic of Cactus Park.

Demographics	FRL	EL	IEPs
Ms. Karli Casto <i>Founding Principal</i>	100%	42%	14%
Bethel Park Elementary <i>Sister Campus in Indianapolis</i>	83%	9%	6%
Cactus Park Elementary <i>Expected Demographic in Vegas</i>	100%	42%	12%

Research + Proof Points – Using a similar academic model as the one that will be used at Cactus Park, Bethel Park Elementary has been successful in its implementation of the following model tenets with the following results for its high-FRL student population which will serve as a template to build Cactus Park Elementary into a 3, 4, or 5-star school:



Model Tenets	Bethel Park (sister campus) Results + Evidence of Efficacy
CKLA English Language Arts Curriculum**	<ul style="list-style-type: none">• 100% teacher alignment with full implementation of CKLA elementary strands and standards• 80% proficiency on in-class CKLA exit tickets (2019-2020 school year)• EdReports ranked this curriculum as Meets Standards for a high-quality ELA curriculum• Aligned to CCSS and NACS
Eureka Mathematics Curriculum**	<ul style="list-style-type: none">• 100% teacher alignment with full implementation of CKLA elementary strands and standards• 64% proficiency on in-class EUREKA exit tickets (2019-2020 school year)• EdReports ranked this curriculum as Meets Standards for a high-quality Math curriculum• Aligned to CCSS and NACS
NWEA Map Assessment	<ul style="list-style-type: none">• Mathematics – Schoolwide growth of +11% of students meeting growth targets for 2020-2021 (39% at BOY > 50% at EOY)• Reading – Schoolwide growth of +7% of students meeting growth targets for 2020-2021 (30% at BOY > 37% at EOY)
WIDA Testing (EL tests)	<ul style="list-style-type: none">• Moved 60% of students from Entering and/or Emerging to Expanding, Bridging, and/or Reaching from Spring 2020 to Spring 2021
Additional Proof Points of Success	<ul style="list-style-type: none">• Retained 100% of instructional staff (2020-2021)• Rated as top 10% in the state for Parent and Community Outreach satisfaction• Rated in the top 10% out of over 2,000 schools nationwide in TNTP's Insight Survey:<ul style="list-style-type: none">○ Observation and Feedback○ Teacher Compensation○ Diversity, Equity, and Inclusion

[\[Rubric Alignment\]](#) A demonstrated commitment to meet at least one of the identified demographic and academic needs as defined by the most recent SPCSA Academic and Demographic Needs Assessment



[Rubric Alignment] Demonstrated capacity, credible plans, and thorough research and analysis in order to intentionally serve the identified student populations, prevent at-risk students from dropping out, and/or provide more high-quality schools in underserved areas, as defined in the Academic and Demographic Needs Assessment.

Note that the SPCSA will evaluate charter applications based upon both the public charter school application rubric and the proposed school’s plans to meet statewide academic and demographic needs found within the Needs Assessment.

PARENT AND COMMUNITY INVOLVEMENT

(1) Describe the role to date of any parents, neighborhood, and/or community members involved in the development of the proposed school.

Board Members and School Leader – Two board members and the school leader have spent over a combine 50 years living, working, and/or serving the North and East Las Vegas communities.

Focus Groups – Cactus Park has interviewed over 20 prospective parents/guardians and asked them the following three questions:

- Why are you looking for a new school for your student?
- What do you want to see in a new school for your student?
- What type of parent volunteer opportunities would you be interested in?

Through these calls and ZOOM meetings, the Cactus Park team was able to collect valuable information about what parents/guardians wanted to see in their student’s school. We have summarized the majority of the responses below using major themes that were talked about at-length:

- Why are you looking for a new school for your student?
 - Teachers have low expectations for students at current school
 - First kid/first time sending a student to a school
 - Disrespectful staff at current school
 - Pandemic showed negative trends of where the school was headed
- What do you want to see in a new school for your student?
 - More after-school programs
 - Rigorous homework
 - More events for parents and families to attend
- What type of parent volunteer opportunities would you be interested in?
 - Field trips

“ Kids need a place to grow outside of the classroom. ”

-VALENTIN L.

Cactus Park Elementary Parent



- Leading after-school programs
- Being employed as a team member

[Rubric Alignment] The committee to form demonstrates their ties to and/or knowledge of the target community.

(2) Describe how you have engaged the local community to date as active partners in this application. What specific strategies have been implemented to date?

Phone + ZOOM Interviews – To-date, the Cactus Park Elementary team has held informational interviews with over 20 parents/guardians. The following questions were asked to further the impact of the school model. The various answers are documented above.

- Why are you looking for a new school for your student?
- What do you want to see in a new school for your student?
- What type of parent volunteer opportunities would you be interested in?

Additional Outreach – The following organizations were met with to both increase our partnership with the parents and families they represent and to hear of the services they provide, to attend their events, and/or to enroll prospective parents. The direct needs of parents (job placement, workforce development, college access, immigration rights, etc) were directly discussed with parents, enrollment of many students, and being a visible force in the community were all achieved. Also, by attending these events, dozens of families have heard about pilotED through word-of-mouth and later expressed interest in enrolling their students at the Cactus Park campus.

- East Las Vegas Community Center – Cinco de Mayo Celebration
- TFA Leaders of Color Conference
- TULIPS Annual Mentorship Banquet
- Nevada Partners (2 events attended)
- Three Square
- Gentlemen by Choice
- Spread the Word Nevada
- Lutheran Social Services
- And many others...

[Rubric Alignment] Demonstrates clear evidence of the involvement of parents, neighborhood, and/or community members representative of target population in the development of the plan. The application establishes that the local community has helped shape the final school proposal.

(3) Describe how you will continue to engage parents, neighborhood, and community members from the time the school was conceptualized to when the application is approved through the opening of the school. What specific strategies will continue to be relied upon to establish buy-in and to learn parent priorities and concerns during the transition process and post opening?



The following practices will be employed to ensure visibility, partnership, engagement, and enrollment are all a priority during Y0 of school start-up:

Outreach and Partnership Events	Frequency	Participants
Focus Groups (phone and ZOOM)	Bi-Monthly (June 2021 – August 2022)	All interested parents/guardians
Newsletter Blasts and Text Blasts	Weekly (August 2021 – onward)	All interested parents/guardians
Cactus Park hosted: Community Fun Days (BBQs, t-shirt giveaways, Fun in the Sun, etc)	Monthly (August 2021 – onward)	All parents/guardians and community members
Partner Hosted Events: Back to School (Nevada Partners), Holiday Celebrations (East Las Vegas Community Center), etc	Quarterly (August 2022 – onward)	All community members, parents/guardians, and city/organizational leadership.

(4) Describe any expectations for parent volunteering.

With Cactus Park’s sister campus having one of the most active charter school Parent Teacher Associations in the state of Indiana, Cactus Park will be well prepared to hit the ground running with key practices and outlines on how to authentically engage parents to be active volunteers. From community BBQs, PTA involvement, leading after-school programs, to sitting on our board, we intend to keep parents actively involved in many aspects of our students’ educational experience.

[Rubric Alignment] Adheres to state and federal law regarding expectations for parent volunteering (R 131-16, Section 8). Specifically schools may not “design, use or intend to use requirements for enrollment in the charter school, including, without limitation, the payment of fees, expectations for the performance of volunteer work or attendance at informational meetings and interviews, for the purpose of discrimination.”

(5) For each strategic partnership your school has established with community organizations, businesses, or other educational institutions that are part of the school’s core mission, vision, and program other than the CMO/EMO identified in the application or dual-credit partners discussed in subsequent sections, please complete the table below. If there are future organizations that you plan to seek to partner with, please list those as well. Include, as Attachment 1, existing evidence of support from community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.



Partner Name: Opportunity 180 -- <i>Support Letter Attached</i>	
Briefly describe this partnership	We have been in partnership with Opportunity 180 for a couple of years, specifically for funding, strategy, community partnerships
Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities	Purpose: To further the financial sustainability, community partnerships, and regional strategy of pilotED Schools of Nevada Nature: Current//on-going
Partner Name: TULIPS / Kasina Douglass-Boone -- <i>Support Letter Attached</i>	
Briefly describe this partnership	We have been in partnership with TULIPS and Kasina Douglass-Boone for the past several months. We are eager to launch the school and deepen our local partnership with Kasina and the mentorship opportunities TULIPS offers.
Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities	Purpose: To further the mentorship, leadership skills, and self-esteem of our older female students and to provide mentorship opps for any Cactus Park team members who want to become a TULIPS mentor Nature: Current
Partner Name: Girl Scouts of Southern Nevada & Boy Scouts Council	
Briefly describe this partnership	We have been in partnership with the Girl Scouts and Boy Scouts for the past 3 years. We are eager to launch the school and deepen our local partnership with the Girl Scouts of Southern Nevada. We are in current conversations with the region to begin programming upon authorization.



Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities	Purpose: To further the leadership skills and self-esteem of our students Nature: Current (national) and beginning (local)
Partner Name: City of North Las Vegas -- Support Letter Attached	
Briefly describe this partnership	In order to be a truly community-centered school, it is imperative that we partner with city officials and elected members of the City of North Las Vegas where we will draw many of our students from as we are across the street from the city boundaries. We will continue to work alongside them in the areas of facilities, community partnerships, and issues assemblies.
Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities	Purpose: To further their desire of a top-tier school for the adjacent community and to further our intent of being a community-centered school. Nature: Current
Partner Name: Leaders in Training (LIT) -- Support Letter Attached	
Briefly describe this partnership	We have partnered with Erica Mosca and LIT to better understand the needs of the community and to better understand the historical educational landscape of the city. We intend to further this relationship for years to come to also provide a potential place of employment for members of the LIT community.
Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-	Purpose: To further Cactus Park's community ties, historical understandings, and to further the mission of LIT, as well.



<p>based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Nature: Current</p>
<p>Partner Name: Tammy Malich // City of Las Vegas</p>	
<p>Briefly describe this partnership</p>	<p>Cactus Park will seek to continue its newly formed conversations and partnership with Tammy Malich at the City of Las Vegas. With her vast experience in CCSD and now in youth development at the City of Las Vegas, her insight is priceless. A true commitment to potentially partnering with any City of Las Vegas charter schools will be of utmost priority to share best practices</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: To build a strong best practices partnership with City of Las Vegas charter schools, if authorized Nature: Beginning</p>
<p>Partner Name: Teach For America – Las Vegas -- <i>Support Letter Attached</i></p>	
<p>Briefly describe this partnership</p>	<p>Many members of the pilotED Foundation have ties to the TFA community and will continue to be a part of TFA programming to ensure a strong pipeline of talent and educational equity programming.</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: To source various talent needs and to aid in educational equity programming. Nature: Current</p>



Partner Name: University of Nevada – Las Vegas	
Briefly describe this partnership	While this partnership has yet to begin, pilotED’s first campus in Indianapolis greatly benefited from partnerships with universities and colleges for research purposes and teacher talent pipelines.
Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities	Purpose: To increase the pool of applicants for teaching positions and to partner for research purposes Nature: Prospecting
Partner Name: Chicanos Por La Causa – <i>Letter of Support Attached</i>	
Briefly describe this partnership	After meeting with CPLC leadership, it was established that a partnership focused on providing workforce development and housing assistance for families will begin upon opening.
Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities	Purpose: To increase parental resources Nature: Current
Partner Name: Futuro Academy -- <i>Letter of Support Attached</i>	
Briefly describe this partnership	With pilotED and Cactus Park leadership partnering with Futuro, we have been able to observe top classrooms and learn about charter design in the City of Las Vegas. Ignacio Prado has been a huge help in this work!



<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: To further school-to-school partnerships for site visits and other instructional resources. Nature: Current</p>
<p>Partner Name: Boystown Nevada – <i>Letter of Support Attached</i></p>	
<p>Briefly describe this partnership</p>	<p>As a school partner of other schools in CCSD, Boystown has been effective in providing trauma-informed and support-based trainings for schools. Cactus Park intends to partner with them for programming and professional development.</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: To further prevent issues of family and student traumas. Nature: Current</p>
<p>Partner Name: Legal Aid Center of Southern Nevada</p>	
<p>Briefly describe this partnership</p>	<p>With one of our board members working with the Children’s Attorneys Project (CAP) within the Legal Aid Center, we will partner with them to understand best practices and legalities with our intended foster population of students and to better understand Nevada resources for high -trauma youth.</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations</p>	<p>Purpose: To better serve our intended population of youth who are foster youth and/or high-trauma students. Nature: Prospecting</p>



<p>or individuals that will enrich student-learning opportunities</p>	
<p>Partner Name: NewSchools Venture Fund (NSVF) -- <i>Support Letter & Grant Approval Attached</i></p>	
<p>Briefly describe this partnership</p>	<p>A current funder and thought partner, NSVF has provided \$750,000 of startup funding for pilotED's Indianapolis campus and most recently, granted \$215,000 towards the Cactus Park campus with a potential for another \$450,000 in startup funding pending authorization.</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: To provide financial sustainability, leadership development opportunities, and thought partnership. Nature: Current</p>
<p>Partner Name: Camelback Ventures – <i>Support Letter Attached</i></p>	
<p>Briefly describe this partnership</p>	<p>Camelback Ventures currently provides leadership coaching and opportunities to educational leaders of color who are interested in growing their network of other educational leaders, providing funding, and providing invaluable diverse resources for leaders and students. To-date, Camelback has provided over \$40,000 of support.</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: To increase the diverse sets of resources and research available to school leadership at Cactus Park Nature: Current</p>



Partner Name: Charter School Growth Fund (CSGF) – <i>Grant Approval Attached</i>	
Briefly describe this partnership	As a startup charter network, the pilotED Foundation and Cactus Park Elementary were granted \$900,000 from CSGF to launch a successful Vegas campus. Additionally, part of the relationship between Cactus Park and CSGF will include coaching and strategy-building.
Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities	Purpose: To provide pilotED and Cactus Park with funding and coaching Nature: Beginning
Partner Name: Chan Zuckerberg Initiative (CZI) -- <i>Grant Approval Attached</i>	
Briefly describe this partnership	The Chan Zuckerberg Initiative has provided over \$250,000 of support to pilotED to increase its impact and development of our social identity curriculum. Such curriculum is not only used within pilotED but will eventually be distributed to partner district schools to increase its impact. Additionally, CZI has featured pilotED in its Annual Letter, on the TODAY Show, and through various articles.
Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities	Purpose: To provide pilotED with funding, visibility, and thought partnership Nature: Current
Partner Name: Asian Community Development Council -- <i>Letter of Support Attached</i>	



<p>Briefly describe this partnership</p>	<p>ACDC is pivotal in the lives of young Las Vegas students in getting them to be civically engaged for the causes they care about. We have begun the partnership process and expect a strong partnership upon opening.</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: To further develop the civic engagement tenet of our model using a local powerhouse in such practices.</p> <p>Nature: Current</p>
<p>Partner Name: Puentes -- <i>Letter of Support Attached</i></p>	
<p>Briefly describe this partnership</p>	<p>We will continue to partner with Puentes to be thought-leaders in the space of inequities and join any educational initiatives they have for elementary schools.</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: To further the partnership with a local organization also focused on systemic inequities.</p> <p>Nature: Current</p>
<p>Partner Name: Latin Chamber of Commerce -- <i>Letter of Support Attached</i></p>	
<p>Briefly describe this partnership</p>	<p>From recruiting within their network to using their base as a strong enrollment pipeline, we intend to continue our partnership with the LCC.</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations</p>	<p>Purpose: To grow enrollment and potential hiring from their membership base.</p> <p>Nature: Current</p>



<p>or individuals that will enrich student-learning opportunities</p>	
<p>Partner Name: Education Board Partners -- <i>Letter of Support Attached</i></p>	
<p>Briefly describe this partnership</p>	<p>As a current partner, EBP will be leading our governance trainings, providing templates, and other documents/policies to help with effective local board governance.</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: To further the governance and impact of the pilotED Schools of Nevada board of directors.</p> <p>Nature: Current</p>
<p>Partner Name: California Produce -- <i>Letter of Support Attached</i></p>	
<p>Briefly describe this partnership</p>	<p>CP is a leader in providing fresh produce for Las Vegas families. Whether it's providing volunteers or fresh free produce boxes for needy families, CP is committed to being a partner once we open.</p>
<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: Fresh produce boxes as donations to needy families</p> <p>Nature: Current</p>
<p>Partner Name: Club Christ -- <i>Letter of Support Attached</i></p>	
<p>Briefly describe this partnership</p>	<p>As a leader in Las Vegas for urban youth development work, Club Christ will be an optional outlet and partner for our students and families that are interested.</p>



<p>Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities</p>	<p>Purpose: To provide a partner for our students and families interested in a religious impact organization.</p> <p>Nature: Current</p>
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[Rubric Alignment] Identifies specific partnerships which are shown to be relevant to the needs of the target population, including partners located in the community that the applicant intends to serve.

- Partnerships are evidenced by specific letters of commitment outlining the accountabilities of both parties and clear, measurable, time-specific deliverables from the partner which are clearly relevant to the needs of the target population.

(6) Describe the Committee to Form or CMO’s ties to and/or knowledge of the target community. What initiatives and/or strategies will you implement to learn from and engage the neighborhood, local community?

The pilotED Foundation’s CEO, Jacob Allen, in direct partnership with pilotED Schools of Nevada Inc’s board members and Community Outreach Coordinator have been relentless in their early-stage authentic community engagement and partnership. Outside of the fact that two board members are current residents and grew up in the City of North Las Vegas (a municipality on the border of the proposed school and where we will draw the majority of our students), they will continue to be stewards of the school’s mission through additional events and outreach, as outlined in the above chart (also copied below):

Outreach and Partnership Events	Frequency	Participants
Focus Groups (phone and ZOOM)	Bi-Monthly (June 2021 – August 2022)	All interested parents/guardians
Newsletter Blasts and Text Blasts	Weekly (August 2021 – onward)	All interested parents/guardians
Cactus Park hosted: Community Fun Days (BBQs, t-shirt giveaways, Fun in the Sun, etc)	Monthly (August 2021 – onward)	All parents/guardians and community members



Partner Hosted Events: Back to School (Nevada Partners), Holiday Celebrations (East Las Vegas Community Center), etc	Quarterly (August 2022 - onward)	All community members, parents/guardians, and city/organizational leadership.
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(3) Academic Plan

TRANSFORMATIONAL CHANGE

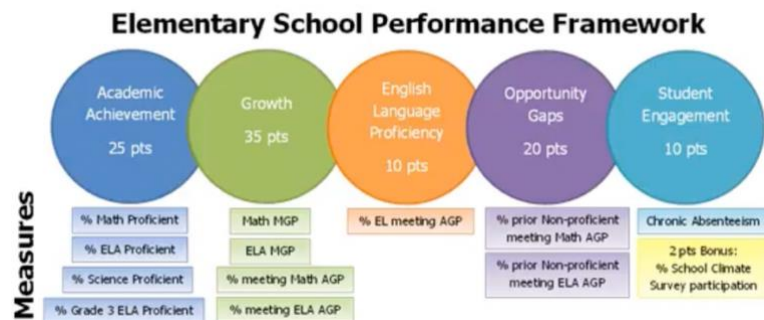
In its 2019-2024 [Strategic Plan](#), the SPCSA lists goals related to school performance that charter school applicants must consider in setting their own respective goals:

1. Provide families with high quality schools. The SPCSA aims for a majority of schools to be rated as 4- or 5-stars.
2. Ensure that every SPCSA student succeeds - including those from historically underserved student groups: the SPCSA aims for all sponsored schools to demonstrate strong academic growth, high levels of proficiency and on-time graduation across all student groups, including historically underserved student groups.

(1) How will you ensure that your school either earns a 4- or 5-star rating or is on track to earn a 4- or 5-star rating by the end of your first charter term?

At the heart of Cactus Park Elementary’s mission is academic excellence, identity development, and civic engagement. We believe that our focus on these three pillars create the conditions in which all students are able to achieve transformational academic results, are imbued with a passion and desire to learn, see school as a place to be affirmed, accepted, and grow, and seek change inside of themselves and their communities.

Point #1: Focused Coaching and Consultation - We will ensure our leadership (Principal and Assistant Principal) are receiving regular consulting and coaching from [Attuned Education Partners](#), founded by a group of school founders from the award-winning and academically rigorous Uncommon Schools of the east coast. Attuned has become an official partner for the school in Indianapolis and will become the coaches for Ms. Casto and her AP in Las Vegas. From the beginning of the school year, they will align their coaching priorities to the Nevada Department of Education’s Elementary School Performance Framework (below), which is used to give star ratings.



Point #2: Implementation of a Research-Backed Rigorous Curriculum - Through the use of CKLA for ELA and Eureka for Mathematics curriculum (research-backed and used in many successful school models), we ensure that our students get daily exposure to a highly rigorous, researched, and aligned curriculum by well-prepared teachers. These curricular choices are implemented in nationally ranked National



Blue-Ribbon schools such as [Peach Hill Academy](#) in Simi Valley, California [Ridgeline Academy](#) in Phoenix.

Point #3: Data-Driven Instruction - Our school adapts this curriculum in response to initial diagnostic and assessment data to meet our students' academic growth goals. Our academic teams meet weekly in data meetings to reflect on student progress and make strategic interventions and enrichments as needed. Using data-centered approaches to inform your classroom instruction is one of the highest-rated ways to increase student achievement as researched by the [Institute](#) of Education Sciences.

Point #4: Culturally Relevant Teaching - With support from the pilotED Foundation, Cactus Park will adapt our curriculum to be community and culturally relevant to our students and their interests to increase student engagement and learning. We believe in the development of our staff's cultural competencies as a primary driver for the academic success of our students, as well.

Point #5: Rigorous Professional Development - Staff engage in weekly professional development that push them to grow as educators through differentiated individual development and data informed group development.

Point #6: National Best Practices - We will ensure leadership is a part of the continuous support cohort from [NewSchools Venture Fund](#) and [Charter School Growth Fund](#), both funders and coaches for top-performing school networks such as Success Charter Schools, Uncommon Schools, and Noble Network of Schools.

[Rubric Alignment] Distinguishing features of the proposed schools are supported by compelling evidence of success in schools implementing similar programs serving a similar target population.

[Rubric Alignment] The committee to form demonstrates with an ambitious, yet achievable plan that they will be able to:

- Provide families with high quality schools: the SPCSA aims for a majority of schools to be rated as 4- or 5-stars.

(2) How will you drive growth among students at all achievement levels, accelerating the levels of proficiency and on-time graduation of those who are most behind?

At the beginning of the school year, Cactus Park Elementary uses NWEA to identify each student's academic strengths and areas of growth. We establish growth goals based off a student's beginning of year RIT score that accelerates learning for that individual student. Teachers, administrators, and interventionists then partner to identify the common trends amongst students to create individual, small group, and whole group interventions to reach these goals. By flexing our pacing, we are able to target high leverage skills and knowledge that are necessary to address full group for all students to achieve grade level mastery in the coming semester. In the winter,



Cactus Park repeats this process to identify high leverage skills and knowledge while evaluating the effectiveness of our previous interventions and creating addition plans to address any gaps in learning.

We continuously monitor the efficacy of our flexed pacing and planned intervention in how students are mastering grade level content. We utilize Multi-Tiered System of Supports (MTSS) in order to address the academic and behavioral needs of all students. Through the use of exit tickets and weekly data meetings, our school teams monitor the progress of all students to determine what skills, objectives, and standards need to be reviewed or retaught while identifying the mechanism and tiered support that is most effective for doing so (whole group, small group, or individual). At interims, unit assessments, and module assessments, or teams strategically breakdown this data identify additional interventions that will accelerate the learning of individual students. All students are provided the interventions and tiered support that is necessary in order to stimulate growth to reach their yearly goals.

High quality curricular resources support our staff in remediating and pushing student growth. Through programs like IXL, Zearn, and Reading A-Z, Cactus Park students are constantly pushing themselves to learn and grow. In order to drive the academic achievement of our students at all levels, Cactus Park utilizes community centered enrichment opportunities and a research based high ability program to support all students in their growth.

We believe that family and student engagement is at the center of student growth. Cactus Park Elementary will continuously update families on student progress through consistent communication between families and teachers, quarterly conferences centered around student growth, and our Parent University. Each of these gives us an avenue to discuss student progress and growth while we invest and support our families in the knowledge and skills to help their students grow. For students, our instructional staff modifies and adapts our curriculum to be relevant to students' interests, communities, and identities. Recognizing that students need support in more than academics and curriculum, our behavior intervention team continuously identifies students in need of MTSS supports through teacher, family, and stakeholder input.

(3) Describe the distinguishing features of your school, including programming and curricular choices that make your school unique. For each feature, describe how it will be implemented. Key features may include:



- (a) Programs (e.g., curriculum, PD, afterschool program, parent program, etc.)**
- (b) Principles (e.g., no excuses, individualized learning, learn at your own pace, etc.)**
- (c) Structures (e.g., blended learning, small learning communities, small class sizes, etc.)**

The combined responses to this question are below.

(4) Describe the reasons for which the features you described in (3) will influence student success. Please provide evidence from your own experience and/or valid research.

The combined responses to this question are below.

(5) Are there any portions of an existing network or school's model that you will utilize in this proposed school? If so, please identify and describe the student performance results of that particular programming.

Cactus Park Elementary believes that all students deserve a strong, rigorous education that will ensure global competitiveness, regardless of their zip code or socio-economic status. We believe that a student's mindset, awareness of self, and respect of others are the drivers of their life trajectories. Furthermore, understanding power, privilege, and personal histories allows our students the opportunity to navigate life with a strong sense of identity and self-advocacy. In order to grasp all that a life has to offer, students must be given an academic and social space to develop a healthy identity of success, beauty, and strength despite the outside world's expectations. From here, the student, the family, and the community will experience transformational shifts in outcomes.

Cactus Park will provide a space of continuous reflection, comprehensive education, positive leadership, and critical thinking that will empower our students, teachers, and communities at all times. Our school model and philosophy are based on years of research obtained from high-performing urban schools across the country, scholarly articles, three years of our after-school pilot model's results, three years of success as an Indianapolis-based charter school, and by working alongside exceptional educational talent throughout the nation.

Our educational philosophy is grounded in rigorous academics and a conscious development of the "self." With high quality educators, a positive atmosphere, and exceptional school leadership, our students will become change-agents in their neighborhoods and in this country. Cactus Park's educational model is designed around the needs of four key "partners" of an urban school: the students, teachers, families, the community. The demands and needs of each group drives the design of core programmatic elements.

Core Values - As mentioned earlier, Cactus Park's academic and school culture programs are built on three core values: **social identity development, academic excellence, and**



civic engagement. These three values lead all recruitment, development, and instruction of our students and staff to ensure a strong culture.

Instructional Methods - Outside of the home and family unit, pilotED Schools believes that a school serves as the single greatest factor in providing strength and high-expectations for a student. Our instructional methods are grounded in rigorous academics and a conscious development of the identity. To best support our students' mastery of a K-8 college preparatory and identity curriculum, and to reach the needs of diverse learners, pilotED Schools' educators will use a variety of instructional strategies so that every minute of every day is used to maximize instruction. Through these methods, our students will learn both academically and personally by connecting instruction to cultural relevancy. The following instructional methods are overarching and fundamental to instruction in every class.:

Method 1: The Identity Class and Cross-Curricular Culturally Relevant Content-

Central to Cactus Park's educational model is the inclusion of a comprehensive curriculum aimed at enabling our students to understand their unique identities. According to *Making and Molding Identities in Schools* by Ann Locke Davidson, school level practices influence student's self-perceptions, social interactions, and attitudes toward education, particularly with regard to race and ethnicity. Students also draw upon various aspects of their identity in different contexts, dependent on external feedback from peers and authorities, and that this construction of identity supports or deters behavior and attitudes necessary for academic engagement and achievement.

Identity development will be achieved at Cactus Park through dedicated Identity classes. Our Identity class and curriculum (full description of curriculum found later in this application) will seek to guide our students to better understand their unique identities. The content and skills that students master in this class can be carried over into every other aspect of their lives, in and out of school.

I. Identity Studies: gender, race, ethnicity, socio-economic status, family structure, ability, language, religion.

II. Academic Support Skills: goal-setting, academic prioritizing, time-management, note-taking, reflection, interviewing and admissions prep, professional exposure, financial management, social-emotional learning.

III. Civic Engagement Skills: community awareness, violence prevention, self-advocacy skills, public speaking, activism skills, community organizing skills.

Cactus Park will reinforce this content through the inclusion of culturally relevant material in students' core subjects. This could look like a culturally relevant book in Reading class or a discussion of why the sickle cell trait is more common in African Americans in Science class. Our Identity teacher will collaborate weekly with



teachers to assist in including culturally relevant material into each and every unit taught at the school, similar to the method employed by Cactus Park's sister school, Bethel Park Elementary in Indianapolis

Staff Ownership:

- Lead Teachers
- Identity Teacher

Relevant Research:

- Davidson, Ann Locke. "Making and Molding Identities in Schools." Albany: State University of New York Press. 1996
- Schulz, Wolfram and Fraillon, Julian, "Students' participation in and valuing of civic engagement at school" 2012.

Successful Schools with Similar Models and Similar Demographics:

- Valor Collegiate Academies' COMPASS Model in Nashville
- Native American Community Academies in New Mexico
- Ogden International School's Umoja Model in Chicago

Method 2: *pilotPods* – Cactus Park Elementary will implement Guided Reading and Math methods utilizing competency-based small groups which we call pilotPods. Guided Reading and Math in pilotPods is an instructional strategy in which the teacher mentors a small group of students through a specifically identified skill based on those students' levels. No more than six scholars will be in each pilotPod, allowing for more direct and personalized instruction. In addition, these groups allow students to access more relevant content at their level, with a small student to teacher ratio, accelerating growth and results. pilotPods use engaging lessons, interactive practice, adaptive assessment, extensive scaffolding for struggling learners, and endless opportunities for upward differentiation to create a completely discovery-based instructional platform for all populations of students. pilotPods will be homogeneously grouped based on students' reading levels with data gathered from the Learning Continuum at Northwestern Evaluation Association (NWEA) and interim assessment results.

During the guided reading time block, scholars that are not in a small group with the teacher, rotate to other various targeted skilled literacy (or Math) Pods that promote development and mastery of a variety of skills. These Pods, while not teacher-guided, will also include leveled content for each student grouping, reinforcing personalized learning. After a set amount of time (20-30 minutes), student groups will rotate to a new Pod, and the teacher will pull a new small group of students. This model will affirm the identity of our students, their culture, competency, and provide them with leadership and accountability skills at a young age. A sample of Pods for each subject can be seen below (this is in no way an exhaustive list of possible Pods):



Reading	Math
Teacher-led small group	
Vocabulary	Skill Work (addition/multiplication fast facts)
Writing (sentence/paragraph structure)	Measurement and Data
Read-to-Self or Paired Reading	Manipulative Work
Listening Center	Game Theories
Instructional Technology	

In addition to their use in weekly Reading and Math blocks, half-day Fridays will be used to incorporate this model across the entire school. By scheduling so that every class is conducting pilotPods at the same time, our teachers will be able to create flexed groupings of students across grade-level bands to better accommodate the individual needs of our students. In this system, students may move between classes in different grades (i.e. a 2nd grader moves to a 5th grade classroom or a 4th grader moves to a 3rd grade classroom) to create truly competency-based groupings.

Staff Ownership:

- Teachers
- Teacher Assistants
- Assistant Principal

Relevant Research:

- Johnson, Angela. Homogenous Grouping and its Effectiveness in the Elementary School Setting. Department of Education. Carson-Newman University. May 2016

Successful Schools with Similar Models and Similar Demographics:

- Chicago International Charter Schools (CICS)
- Native American Community Academies in New Mexico
- Allegiant College Prep in Indianapolis

Method 3: Blended Learning - The literacy/computation tools used during guided reading/math will require the use of tablets and tiered blended learning curricular material. pilotED’s students will be trained at the beginning of each year and at various points throughout the year on how to appropriately use the technology in the classroom. Prior to any new curriculum material being implemented, staff will be trained during our weekly PDs. To fully implement our instructional methods, we anticipate utilizing the following technology:

- Tablets (pilotPod use)
- School-wide wireless internet



- Projectors
- Smart Boards
- Laptops (student word processing & various computer-based assessments)
- Electronic curriculum and associated online tools (Zearn Math, RAZKids)

Staff Ownership:

- Teachers
- Teacher Assistants
- Assistant Principal

Relevant Research:

- Kenny, R. & Schroeder, E. E.. The integration of learning strategies in interactive multimedia instructions. 1994

Successful Schools with Similar Models and Similar Demographics:

- Intrinsic Schools in Chicago
- Paramount Schools of Excellence in Indianapolis

Method 4: Civic Engagement - As one of Cactus Park's core values, civic engagement will permeate into every class. While civic engagement is often facilitated in schools through the use of infrequent, contrived activities, Cactus Park will aim to mobilize our students every day. Students are expected to complete a minimum number of designed civic engagement activities each quarter. These activities include school clean-up, peer mentorship or acting as the Principal or Office Assistant just to name a few. Civic engagement activities can be facilitated by classroom teachers, but more often than not, can be carried out by support staff (aides, special teachers, administrators) with granted permission from the student's classroom teacher. Additionally, our civic engagement system extends past just our students, to include parents and families.

However, Cactus Park believes that civic engagement should go much further than these activities if it is meant to have a lasting impact. As such, civic engagement skills taught explicitly in the Identity class (explained above), such as public speaking, self-advocacy, and community organizing are reinforced through activities in student's core subject areas. This may look like analyzing texts regarding the differing approaches of Martin Luther King Jr. and Malcolm X during the Civil Rights Movement in Social Studies or researching and debating issues of water quality in Flint, Michigan in Science. Students will practice and master these skills throughout their years in pilotED, ensuring that when they leave our school, they will do so with the tools necessary to act as change-makers.

Staff Ownership:

- Identity Teacher
- Assistant Principal

Relevant Research:



- G. Gay. “Culturally Responsive Teaching: Theory, Research, and Practice.” Columbia University- Teachers College Press, 2010.
- E.B. Kozleski. “Culturally Responsive Teaching Matters!” Equity Alliance, 2014
- Wolf, P. J. (2007). Civics exam: Schools of choice boost civic values. Education Next, 7(3), 66- 72.

Successful Schools with Similar Models and Similar Demographics:

- Washington Leadership Academy in Washington DC

Method 5: Outdoor Learning and Play – Pulling from best practices, outdoor learning and involvement will be a cornerstone of various programming for in-school and after-school time. The three major spaces where such learning and involvement will occur are as follows:

1. *Playground* – Our teachers and Health & Fitness Teacher will be able to use the playground and associated areas for outdoor play. We expect for physical play to be as important as other whole-child pieces of development for our students.

2. *School Farm* – Similar to the school farm with chickens and goats at Bethel Park’s campus in Indianapolis, Cactus Park will offer students and families an opportunity to engage in one-off agricultural programming but as an after-school program and as a part of the Environmental Art program led by our EA teacher. Time with the animals in the farm is also used as PBIS incentives and calming techniques for students who are experiencing a crisis.

 **TODAY** ON THE SHOW FOOD SHOP HEALTH & WELLNESS PARENTS POP CULTURE



TODAY ORIGINALS
This school plants seeds for success with their on-campus farm

pilotED Schools in Indianapolis, Indiana has a unique which is home to everything from goats to peppers at “Mental Health & America’s Kids” is in collaboration

3. *Cactus Park & Outdoor Classroom* – As its namesake, the onsite Cactus Park will not only be a low-maintenance maze of beautiful cacti, but it will also serve as a space with an outdoor classroom for learning. Being able to take students to an onsite park with an outdoor learning environment will only further the positive school climate in the same ways it has in Indianapolis.

Staff Ownership:

- Teachers
- SEL Director
- Health & Fitness Teacher



- Environmental Art Teacher

Relevant Research:

- Ballantyne, R., and Packer, J. (2009). Introducing a fifth pedagogy: experience-based strategies for facilitating learning in natural environments. *Environ. Educ. Res.* 15, 243–262. doi: 10.1080/13504620802711282

Successful Schools with Similar Models and Similar Demographics:

- Paramount Schools of Excellence in Indianapolis (farm)
- Native American Community Academy in New Mexico (outdoor learning)
- GALS in Las Vegas and Colorado (play)

Method 6: *Other Methods and Research* - In addition to the overarching instructional methods listed above, Cactus Park will also draw best practices from texts such as Doug Lemov’s *Teach Like a Champion*, Paul Bambrick-Santoyo’s *Great Habits, Great Readers*, and *Driven by Data*, and Stephen Covey’s *The 7 Habits of Highly Effective People* to establish and refine best practices in day-to-day instruction in the classroom.

[Rubric Alignment] For all plans the applicant will implement, there are clear, corresponding responsible parties, timelines, delivery methods, and rationales.

[Rubric Alignment] The committee to form demonstrates that the key features of the proposed school can be implemented together in a coherent and cohesive manner that will drive towards meeting the proposed mission and vision.

CURRICULUM & INSTRUCTIONAL DESIGN

The framework proposed for instructional design must both reflect the needs of the anticipated population and ensure all students will meet or exceed the expectations of the Nevada Academic Content Standards.

(1) In accordance with NRS 388A.246, provide a description of the proposed instructional design of the charter school and the type of learning environment the charter school will provide, including, without limitation, whether the charter school will provide a program of distance education, the planned class size and structure, the proposed curriculum for the charter school and the teaching methods that will be used at the charter school. Required courses, such as physical education, financial literacy¹ and computer science², should be included.

A combined response is located below.

(2) Describe the instructional strategies that you will implement to support the education plan and why they are well suited for the anticipated student population.

¹ NRS 389.074

² NRS 389.072



Outline the data, methods, and systems teachers will use to provide differentiated instruction to all students.

A combined response is located below.

(3) Explain how the proposed instructional model and curriculum will be used to meet the needs of and enable measurable growth for all students according to the Nevada Academic Content Standards, including those that are in need of remediation and those that are intellectually gifted.

While the curriculum choices below offer unit plans that are already highly-aligned and created, Cactus Park Elementary believes in leveraging the full creativity and expertise of our teachers in creating their own daily lesson plans. Teachers will receive explicit professional development in lesson plan format and content, and how to utilize the following curriculum to effectively scaffold lessons that target low groups, groups at grade-level, and students who are above grade level.

Teachers will submit their lesson plans to be reviewed by the School Principal and/or AP on a weekly basis; teachers requiring additional supports and development will be identified through these checks. In addition, teachers will also submit pilotPod lesson plans, detailing the groups and content to be taught when this instructional strategy is being utilized. To ensure that the needs of all students are being met, teachers will collaborate with both the Special Education and English Learner teachers to include best practices in serving our diverse learners including highly-scaffolded lesson plans. In addition, teachers will be required to provide evidence of differentiation in their lesson plans; plan pilotPod lessons, which address specific student needs in small groups; and submit their plans to the Special Education and EL teacher weekly, so they can plan lessons which reinforce ideas being taught in class.

While the main curriculum below will be used as the framework for our year-long curriculum design, Cactus Park will also utilize a variety of other resources to supplement this content. These resources will enhance the content of the programming, allow for differentiation of instruction in class and in our pilotPod model, and reinforce the content taught in the identity curriculum. These supplementary materials for Math and ELA, as well as the intended curriculum resources for other core subjects (Science, Social Studies, Identity) are listed below in the blue graph.

Curriculum: Eureka Math Alignment to Nevada

Cactus Park will use the Eureka Math curriculum which is highly-aligned to Nevada Academic Content Standards, as evidenced by [Great Minds](#) and [EdReports](#). Created by the nonprofit Great Minds, Eureka Math helps teachers deliver unparalleled math instruction that provides students with a deep understanding and fluency in math. Crafted by teachers and math scholars, the curriculum carefully sequences the mathematical progressions to maximize coherence from Prekindergarten through Precalculus—a principle tested and proven to be essential in students’ mastery of math. Teachers and students using Eureka Math find the trademark “Aha!” moments in Eureka Math to be a source of joy and inspiration, lesson after lesson, year after year. Eureka Math is the only curriculum found



by EdReports.org to align fully with the Common Core State Standards and Nevada Academic Content Standards for Mathematics for all grades, Kindergarten through Grade 8. Great Minds offers detailed analyses which demonstrate how each grade of Eureka Math aligns with specific state standards.

Curriculum: Core Knowledge Language Arts Alignment to Nevada

Furthermore, to ensure curricular alignment Cactus Park will utilize the Core Knowledge Language Arts program which is not only [aligned to Common Core](#) (adopted by Nevada in 2010) but is also highly-rated by [EdReports](#). As described by Achieve the Core, the CKLA approach to building knowledge is to “stay on a topic” for 2-3 weeks. Read-alouds and reader chapters are organized by “domains” of knowledge. That is, each unit includes read-alouds and/or chapters that are all related to the same topic. Examples of different CKLA domains include early world civilizations, the Middle Ages, the American Revolution, classification of animals, insects, ecology, and so on. A domain of knowledge has domain-specific vocabulary that students are likely to encounter repeatedly as they listen to read-alouds and/or read chapters over the course of the entire unit. Indeed, when one is learning about a new topic or domain, much of what one learns as “new knowledge” is new vocabulary! In a domain on the Middle Ages, for example, students are likely to encounter words like medieval, noble, lord, serf, knight, chivalry, etc., on multiple occasions in many different read-alouds and/or chapters.

Curriculum: Amplify Science Alignment to Next Generation Science Standards (NGSS)

In the areas of coherence and scope for each grade level, Amplify Science is the only science curriculum aligned to NGSS that *meets expectations* for science curriculum rated by [EdReports](#), a nonprofit rating organization. According to Amplify and their phenomena-based approach, students are asked to inhabit the role of a scientist or engineer in order to investigate a real-world problem. These problems provide relevant, 21st-century contexts through which students investigate different scientific phenomena. Once the problem context is clear, students collect evidence from multiple sources and through a variety of modalities. They move back and forth from first-hand investigation to second-hand analysis and synthesis, formulating an increasingly complex explanatory capacity for the problem at hand. At the culmination of each unit, students have an opportunity to apply their newly acquired knowledge to a similar but different problem in novel and exciting circumstances. It is in this step that students demonstrate a deep understanding of the unit’s key scientific phenomena.

Curriculum: Social Studies/Identity/Social Emotional Learning

The pilotED Foundation has developed a CASEL-aligned curriculum that Cactus Park will implement as its comprehensive Identity curriculum which will enable students to develop their identities and become change-agents within their communities and within this nation. Cactus Park looks to empower students in a holistic manner that allows them to develop their identities and futures, rather than inherit the ideals inflicted upon them other cultural narratives. In creating this K-5 curriculum, the pilotED Foundation draws upon similar programs which emphasize social-emotional learning and the most recent research in social identity development. Identity class structure will be centered around discussion and reflection, providing ample time for students to develop multiple components of their



identity such as (but not limited to) race, gender, family structures, geography, ability and socio-economic status.

[Rubric Alignment] See additional areas of EL, remediation, etc Instructional programs offer a continuum of services to students through a tiered system of interventions, ensuring that all students, including those who are in need of remediation, English Learners, and those who are intellectually gifted, are able to build the knowledge base necessary to access rigorous instruction.

[Rubric Alignment] A clear explanation, supported by evidence, demonstrating how the school’s academic program, including the curriculum, aligns to the Nevada Academic Content Standards, including both the Common Core Academic Standards and the Next Generation Science Standards, and that the school teaches all required subjects at each grade level.

The Native American Community Academy (NACA) is a highly regarded institution in New Mexico and practices implementing identity studies at all grade levels in their school. NACA’s curriculum focuses on the empowerment of Native identity and aims to ensure that their students are societal positive change-agents. Similarly, the demographic served by NACA reflects Cactus Park’s proposed demographic of populations that have been historically marginalized and oppressed.



Subject	Supplemental Approaches and Tools	Rationale
ELA	<ul style="list-style-type: none"> - Fountas and Pinnell Phonics and Word Study Lessons - Reading A-Z/RAZKids - Lee and Low books 	<p>Fountas and Pinnell Phonics and Word Study Lessons provide phonemic awareness explicitly taught through visual, auditory, and tactile cues. Students learn to identify letters, then phonemes associated with letters, and finally to use phonics to read and write.</p> <p>Reading A-Z/RAZKids give students individualized practice and allows students to work at their own pace, while also providing mastery data for teachers to use to inform instruction.</p> <p>Lee and Low Books is an independent publisher specializing in multi-cultural texts for students from Pre-K to 12th grade.</p>



Math	<ul style="list-style-type: none"> - Zearn Math - IXL Math 	<p>Zearn Math is a digital tool, aligned to Eureka Math/EngageNY to support teachers in reaching each student with personalized learning every day. Students engage with videos, digital check points, and paper and pencil notes to help students transfer their learning from the screen to the real world. Teachers will use this tool to target whole group and individual instruction through remediation, extension, and deeper dives into complex problems.</p> <p>IXL Math is an online platform for individualized and differentiated math instruction. With unlimited questions, engaging item types, and real-world scenarios, IXL Math will be used to supplement the pilotPod model.</p>
Social Studies	<ul style="list-style-type: none"> - myWorld Social Studies by Pearson - National Education Association (NEA) 	<p>myWorld Social Studies by Pearson, connects social studies content and literacy instruction with materials that are streamlined, flexible and cognitive of modern classrooms. The digital instruction is seamlessly integrated by providing blended learning that is engaging, effective, and easy to use.</p> <p>NEA is committed to advancing the cause of public education by providing teachers with lesson plans relevant to the demographic of the students the teacher serves.</p>

(4) Explain how the school will identify and differentiate to meet the needs of intellectually gifted students in a way that extends their learning and offers them unique, tailored opportunities. Include information on how staffing will be structured to ensure that gifted students are adequately supported. Please note that Nevada law classifies intellectually gifted students as eligible for specific support services. How will staffing be structured to ensure that gifted students are adequately supported?

While many schools offer extensive services and support for students in need of academic remediation, advanced students are often forgotten due to time or personnel constraints. This effect is particularly pronounced in urban education settings, where a statistically larger proportion of students are below-grade level, therefore absorbing the majority of RTI services. Consequently, districts with the highest percentages of minority and low-income students are the least likely to provide accelerated or gifted programming. Cactus Park has worked closely with pilotED Foundation’s board member and educational attorney, Carolyn Welch, at the Midwest Center for the Gifted to develop best practices that will address this opportunity gap and change the trajectory for advanced students.

Identification and monitoring of advanced students will follow the same guidelines and the RTI procedures as with students in need of remediation. The use of pilotPods, pull-out, Intersession enrichment and instructional technology (describe in earlier in this section) will also be used to create a personalized learning plan for advanced students. Additionally, the practices below will also allow even more opportunity for pilotED’s advanced students.



Enrichment Opportunities - Each year, enrichment activities will be identified specifically for advanced students. After-school and summer programs available to these students will be identified by the Dean of Culture and Assistant Principal.

High Ability Program - This program will nurture advanced academic potential in students from historically underrepresented populations. In this model, school administrators, teachers, and resource teachers work together to find and nurture gifted potential in young learners and prepare them for more challenging and rigorous courses. pilotED will seek to adapt this model, which has been implemented successfully in Fairfax Public Schools for eleven years, for our gifted students.

Restorative Justice Training - Advanced students will be trained as RJ Facilitators by the Dean of Culture: peer jurors, peer mentors, circle-keepers. While these practices do not specifically address academics, these programs teach students problem-solving and leadership skills, unique to an RJ program.

[Rubric Alignment] For intellectually gifted students, the application demonstrates that the school will extend their learning offerings such that those students have access to unique, tailored opportunities. The proposed staffing structure demonstrates that teachers will have the support required to do this.

(5) Describe the professional development teachers will receive to ensure high levels of implementation of the instructional model and curriculum.

Cactus Park firmly believes that the true agents of transformational student outcomes are the teachers and staff within the building. As such, we will invest heavily in the holistic development of personnel, just as we would for our students. By leveraging strengths and intentionally coaching around weaknesses, we believe that our teachers will be prepared to enact transformational change for our students.

Because teachers will not all excel equally in identical professional programming, Cactus Park will extend the multi-tiered support system for teachers. Universal supports include professional development during the summer and throughout the school year, collaborative learning opportunities, and formal and informal observations and coaching. Teachers that still struggle through these supports will receive additional interventions to enhance performance. These interventions may be more intensive coaching, coaching from Attuned Education Partners, observations of other high-performing teachers, site visits to high-performing Las Vegas schools, and specialized PD and growth plans.

FAST FACT

Cactus Park's sister campus, Bethel Park, was rated top 10% in staff satisfaction of professional development and coaching (out of over 3,000 schools)

Insight Survey, 2021

pilotCamp and Summer PD



To set the tone and culture for the upcoming school year, Cactus Park will hold a three-day professional retreat, pilotCamp, for all staff at the beginning of each year. This professional learning will occur in a secondary location in nature or an immersive cultural city each year and the majority of the programming will be facilitated by outside providers. pilotCamp will serve as opportunity for all teachers and staff to build relationships with each other, and begin the same reflection, social and cultural awareness, and identity development that we will also ask of our students. Sessions will focus on topics such as anti-bias and culturally relevant teaching, vulnerability, trauma-informed education, social justice, educational inequality and the relative experience of various marginalized groups in our country.

At the conclusion of pilotCamp, staff will return to the school site to complete a two-week professional development program, focused on the day-to-day academic and behavior structures that will be used in the school. The majority of these sessions will be created in-house and facilitated by school administrators, senior teachers and qualified staff. Prior to pilotCamp each year, new teachers and staff will attend a three-day orientation to cover any necessary school-wide systems that seasoned teachers are already familiar with (i.e. lesson plan format).

On-Going Development

Throughout the school year, Cactus Park will continue the development of our teachers through weekly sessions, to take place in the afternoon on Fridays (half-day for students). This professional development will cycle through instruction strategies, data analysis, culture, curriculum implementation, and behavior management. Practices covered during these sessions will reinforce and build on information covered during summer professional development and may be based on need identified through classroom observations and teacher feedback. Many materials are created using the RELAY model of continuous feedback and observation cycles.

Teachers and staff may also request to attend individual professional development opportunities outside of the school in order to enhance their existing skills. In certain situations, Cactus Park administration may ask a teacher to attend an individual PD in order to represent the school and bring back information learned to share with the school (see below) or to address a specific instructional deficit as identified by classroom observations.

Collaborative Learning

At Cactus Park, teachers should have the agency to act purposefully and direct their own professional growth, therefore contributing to the professional growth of others. Depending on experience and interest, teachers will have the opportunity to create and lead sessions during summer or Friday professional development. While Cactus Park does acknowledge that utilizing external experts will be an important resource for our early professional development, Cactus Park believes that the source of solutions to learning challenges can also be found within the walls of the school.



Additionally, Cactus Park will create professional learning communities (PLCs), spaces dedicated to bringing teachers with similar content expertise or interest together to collaborate and direct their own professional growth. In order to ensure a diversity of opportunities, the school will feature many distinct professional learning communities: ELA/Social Studies, Math/Science, School Culture, Civic Engagement, Diverse Learners, and New Teachers. Teachers will be encouraged to join the PLC which most closely aligns with their instructional responsibilities at the school but will have the autonomy to choose for themselves. School administrators and teacher leaders will organize and supervise PLC meetings, however the learning and content covered through the PLC will be staff driven. Grade-level teams will meet on a weekly basis during their designated prep block to discuss any information or issues specific to their grade level. Content covered may include professional development for specific instructional strategies (identified as necessary through observation), grade-band data analysis, discussion of MTSS students and supports and discussions of culture and climate across the grade level. These meetings will be led by the Assistant Principal, Dean of Culture, or the head of Special Education depending on the content covered

[Rubric Alignment] Plans for professional development show a direct connection to the instructional methods and curricula that teachers will be required to use.

[Rubric Alignment] Systems or structures exist for observing teachers, identifying teachers that may need additional support, and providing additional support to those teachers.

(6) If the proposed charter school intends to include a vocational or career and technical education program, provide a description of the career and technical education program that will be implemented by the charter school

N/A

PROGRAMS OF DISTANCE EDUCATION (*Distance Education Applicants Only*)

A charter school that wishes to provide distance education (online, virtual, cyber, etc.) courses and/or programs (NRS 388.820-388.874 and NAC 388.800-388.860) must submit a distance education application to the Nevada Department of Education prior to or in conjunction with its application to the SPCSA. For applicants who do not propose to offer a program of distance education, please provide a brief statement explaining that the questions in this section are not applicable.

(1) Describe the system of course credits that the school will use.

N/A as we will not be operating a distance education program.

(2) Describe how the school will monitor and verify the participation in and completion of courses by pupils. Please include an explanation as to how the proposed school will document and monitor student attendance to ensure meaningful participation in courses.

N/A as we will not be operating a distance education program.



(3) Describe how the school will ensure students participate in assessments and submit coursework.

N/A as we will not be operating a distance education program.

(4) Describe how the school will conduct parent-teacher conferences.

N/A as we will not be operating a distance education program.

(5) Describe how the school will administer all tests, examinations or assessments required by state or federal law or integral to the performance goals of the charter school in a proctored setting.

N/A as we will not be operating a distance education program.

(6) Describe the support that will be available to each pupil, in his or her home or community, including the availability and frequency of interactions between the pupil and teachers.

N/A as we will not be operating a distance education program.

(7) Describe the criteria pupils must meet to be eligible for enrollment at the proposed charter school for distance education and the process for accepting pupils.

N/A as we will not be operating a distance education program.

PRE-KINDERGARTEN PROGRAMS

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 or any subsequent year of the charter term.

N/A as we will not run a pre-kindergarten program.

(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.

N/A as we will not run a pre-kindergarten program.



(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.

N/A as we will not run a pre-kindergarten program.

(4) Explain how the school's proposed pre-kindergarten program may meet the federal pre-kindergarten expansion grant criteria.

N/A as we will not run a pre-kindergarten program.

PROMOTION AND HIGH SCHOOL GRADUATION REQUIREMENTS

Please note that high schools approved by the SPCSA will be required to meet or exceed Nevada graduation requirements.

(1) Explain how students will matriculate through the school (i.e., promotion/retention policies) and how stakeholders will be informed of these standards.

Matriculation is the end goal for all students, as we seek to empower students through a rigorous academic experience. The academic model, interventions that will be put into play, and other policies around promotion/retention will not only be discussed at-length with parents and teachers during the summer before the start of the next school year, but they will also be posted in the staff handbook, student handbook, and spoken about at each parent/teacher conference throughout the year.

Historical data around low-income/FRL students in Clark County show that remediation will be needed for many students. Some Cactus Park students may not be able to progress to the next grade with extensive truancies, multiple grades below grade-level, etc. It is for this reason that we will enact the following models for promotion and retention:

The following data will be considered in the promotion and possible retention of our students:

- Weekly grades/formative assessment scores (provided through MasteryConnect)
- Progress Reports/Report Cards
- School-wide assessment scores (NWEA, Fountas and Pinnell, NV state tests)
- Attendance Records
- RTI Tier movement/record of interventions
- Behavior reports (provided through DeansList)

Students will be flagged at the end of Q2 each year for deeper interventions and social-emotional supports to avoid retention based the following criteria:

- Average of less than 65% proficiency in both Reading and Math on Q1/Q2 Report Cards; and/or
- Below the 20th percentile on Fall/Winter NWEA in Reading or Math; and/or
- More than 10 absences per quarter



These students who are flagged will receive a mix of the following interventions and/or social emotional supports from their teachers, MTSS team, and other specialists to better their chances at promotion and avoid retention:

- Additional scaffolded interventions in-class
- pilotPod restructuring
- Outside tutoring services
- SEL supports provided from our in-house team
- Identity conversations around home-life and school improvement

If these interventions are still not providing improvement or results, students that are identified for possible retention mid-year, will receive a formal letter from the school. In addition, a meeting will be scheduled with the student's parent/guardian and the school administration to discuss possible retention and develop a plan for partnered intervention.

[Rubric Alignment] Structures are in place to support students at risk of dropping out, including those who are overage for grade, those needing to access credit recovery options, and those performing significantly below grade level

[Rubric Alignment] Graduation/promotion standards for students are clearly defined and measurable, demonstrating high expectations for all students

(2) For schools proposing a high school program, explain how the school will meet state graduation requirements. Describe how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed those required by the State of Nevada, explain the additional requirements.

(3) For schools proposing a high school program, explain how the graduation requirements will ensure student readiness for college or other postsecondary opportunities (e.g., trade school, military service, or entering the workforce).

(4) Explain what systems and structures the school will implement for students at risk for retention and/or dropping out and/or not meeting the proposed graduation requirements, including plans to address students who are overage for the grade level. For high schools, describe your plans to support students needing to access credit recovery options.

Response included above in question 1).

DUAL-CREDIT PARTNERSHIPS

High schools approved by the SPCSA will be expected to enter into cooperative agreements with one or more community colleges, state colleges and universities to offer dual credit courses per NRS 389.310. For applicants who do not propose to operate a high school program during the initial charter term, please provide a brief statement explaining that the questions in this section are not applicable.



(1) Discuss the scope of the services and resources that will be provided by the college or university.

N/A as we are not a high school.

(2) Describe the proposed terms of the relationship between the charter school and the college or university including

(a) proposed duration of the relationship and the conditions for renewal and termination

(b) the manner and amount that the college or university will be compensated for providing such services and resources, including, without limitation, any tuition and fees that pupils at the charter school will pay to the college or university

N/A as we are not a high school.

(3) Describe the manner in which the college or university will ensure that the charter school can effectively monitor pupil enrollment and attendance and the acquisition of college credits.

N/A as we are not a high school.

(4) Identify any employees of the college or university who will serve on the governing body of the charter school.

N/A as we are not a high school.

(5) Provide as Attachment 2, a draft memorandum of understanding between the charter school and the college or university through which the credits will be earned and a term sheet confirming the commitment of both entities to the specific terms outlined in this charter application. If the school is not planning to provide a dual-credit program, please upload an attestation explaining that this request is inapplicable.

N/A as we are not a high school.

DRIVING FOR RESULTS

The SPCSA will evaluate the performance of every charter school annually, and for renewal, replication, and replacement (restart or reconstitution) purposes according to a set of academic, financial, and organizational performance standards that will be incorporated into the charter agreement and measured by the SPCSA Charter School Performance Framework, the Nevada School Performance Framework adopted by the Nevada Department of Education, and applicable law and regulation. The academic performance standards consider status, growth, and comparative performance based on federal, state, and school-specific measures. The financial performance standards are based on standard accounting and industry standards for sound financial operation. The organizational performance standards are based primarily on compliance with legal obligations and state law and regulation and SPCSA policies, including fulfillment of the governing board's fiduciary obligations related to sound governance.



Applicants are expected to propose additional mission-specific goals to complement or supplement, but not supplant, the SPCSA's performance standards with school-specific, mission-driven academic, financial, or organizational goals. All such indicators, measures, and metrics are expected to be rigorous, valid, and reliable.

(1) Describe the mission-specific academic goals and targets that the school will have. State goals clearly in terms of the measures or assessments you plan to use and describe the process by which you will determine and set targets.

Academic Goal 1: 85% of our scholars will demonstrate proficiency on end-of-year Identity Route (IDR) assessments.

Assessment Tools: At the end of each school year, pilotED students will take an end-of-year summative assessment of content learned surrounding social identity. This Identity Route (IDR) assessment is not limited to information taught during the Identity class, but also any culturally relevant content learned throughout the year in the core subjects. This assessment will also evaluate student's proficiency in age-appropriate social-emotional skills related to our curriculum, such as (but not limited to) goal-setting, violence prevention, public speaking, and self-advocacy.

Rationale for Goal and Measure: It is the mission of pilotED Schools to “empower K-8 students in the way they see themselves and the world around them.” Holding ourselves accountable to this statement is of the highest priority and failing to meet our targets will require thorough self-reflection and analysis of our methods. Just as we assess students' proficiency in Math and Reading each year, the degree to which we are enabling to students to access and understand their unique social identities must be monitored and evaluated.

Assessment Reliability and Scoring Consistency: Collaboration will occur between the Dean of Culture, Assistant Principal, School Social Worker, and Identity teacher(s) at the end of each school year to analyze results of the assessment and make any appropriate changes to the assessment itself, or the Identity curriculum. Professional development and coaching throughout the year to address the specific content to be taught in the Identity class and core subjects. The Identity teacher(s) will administer all of the skill assessments to ensure consistency.

Baseline Data: In conjunction with the end-of-year assessment, students will also take a pre-test at the beginning of each school year. After Year 1, the previous year's EOY data can also be used.

Academic Goal 2: 75% of our scholars will achieve or exceed growth during the Spring in Reading and Mathematics on the Northwest Evaluation Assessments as indicated in the Achievement Status and Growth Projection.

Assessment Tools: The Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) will be used to determine incoming student levels in Reading



and Mathematics. This data will be used to create growth goals for each student, to be reevaluated in the Spring. The previous year's Spring scores will be used to create yearly (Spring to Spring) goals for students that have been at the school for at least one year; Fall to Spring goals will be created for Kindergarten and new students.

Rationale for Goal and Measure: Academic Excellence is one of the core values of Cactus Park's educational philosophy. As such, we hold ourselves accountable to producing results that demonstrate our students' achievements in academics. A measurement of growth over proficiency was selected as we acknowledge that students can come into our school at a variety of levels. It is our goal that rather than setting an arbitrary score that students should reach at the end of each grade level, that instead we ensure that they are progressing and reaching their individual goals each year that they are a student in our school.

Assessment Reliability and Scoring Consistency: A [2018 independent research study](#) concluded that 97% of NWEA assessment content was not only aligned to the Common Core but was also highly rigorous. Additionally, it is one of the most widely used assessments nationally.

Data: Fall NWEA-MAP assessment results for all students K-2 during our first year; assessment results from previous schools if possible.

Non-Academic Goal 1: 85% satisfaction rate from our quarterly Teacher-Student Rapport (TSR) climate survey of teachers and students

Assessment Tools and Measures: At the end of each quarter students and teachers will take the Teacher-Student Rapport survey. This survey will assess students' and teachers' satisfaction with each other as well as their perceptions of the success of pilotED's Identity and Social-Emotional curriculum. For primary grades (K-1), this survey will be given orally, for all other grades it will be written.

Rationale for Goal and Measures: Identity development is one of the core values of Cactus Park and the degree to which we are enabling students to access and understand their unique social identities must be monitored and evaluated. Central to the success of an identity-based curriculum is the ability of our instructors to connect and engage with their students in meaningful ways. The TSR survey will allow Cactus Park to determine the effectiveness of both our teachers and social-emotional curriculum.

Assessment Reliability and Scoring Consistency: Teachers and teacher aides will be trained to deliver the oral survey for primary students and all staff will analyze the results from these surveys during quarterly intersessions. Results from these surveys will also be cross-referenced with qualitative observations from throughout the quarter completed by the Principal, Dean of Culture, Identity teachers and Lead teachers. Outlying students and teacher data will be investigated by the Dean of Culture to address and understand discrepancies.



Baseline Data: Students and teachers will take a similar TSR survey at the beginning of our first school year, however this assessment will be aimed at their experiences at previous schools. Incoming Kindergarten and new students will take the same assessment each Fall.

Non-Academic Goal 2: 85% of students will participate in a civic engagement opportunity as outlined by their grade-specific tiers.

Assessment Tools and Measures: The criteria for civic engagement activities are outlined in the Tiered Civic Engagement System. In this system, students are responsible for completing a minimum requirement of activities based on their grade-level. Similarly, this system will be extended to parents, with a separate annual minimum requirement for participation in school activities.

Rationale for Goals and Measures: As one of our three core values, civic engagement must be a formative component of our students' and parents' time at our school. Fundamental to the success of Cactus Park's model is the ability of our students to take what they learn within the school to shape the world around them. The Tiered Civic Engagement System will allow our teachers and administration to monitor the progress of our students through this core value with fidelity.

Assessment Reliability and Scoring Consistency: Teachers will receive training on the Tiered Civic Engagement System and best practices in communicating these objectives to both students and parents during pilotCamp and throughout the year during professional development days. When a student completes a civic engagement activity, they will complete a short form and their participation will be logged by the Dean of Culture.

Baseline Data: Teachers and administrators will review progress towards the completion of civic engagement opportunities during our first intersession break (end of Quarter 1). The percentages of students on track to reach their civic engagement responsibility by this point will be used as baseline data for Cactus Park's first year of operation.

(2) In the table below, outline the clearly measurable annual performance and growth goals that the school will set in order to meet or exceed SPCSA expectations as outlined in the SPCSA Academic Performance Framework indicators and to meet state expectations for student academic growth in accordance with the Nevada School Performance Framework (NSPF) adopted by the Nevada Department of Education. You may add or delete rows as needed. Also:



- (a) Describe your presumed baseline and explain how it was set.
 (b) Articulate how the organization will measure and evaluate academic progress – of individual students, student cohorts, sub-groups, campuses (for invited multi-site applicants), and the entire school – throughout the school year, at the end of the academic year, and for the first three years of operation.

Goal	Aligned to SPCSA Framework, NSPF or Both?	Evaluation Tool and Frequency	Baseline	2022-23	2023-24	2024-25
ELA % proficient - - All Students and each statistically significant subgroup	Both	Annual SBAC	TBD by August 2022 based on enrolled 4th - 5th graders' prior test scores (where available)	Baseline + 3-5%; specific goals TBD by 9/1/22.	2022 + 3- 5%; specific goals TBD by 9/1/23.	2023 + 3- 5%; specific goals TBD by 9/1/24.
Math % proficient - - All Students and each statistically significant subgroup	Both	Annual SBAC	TBD by August 2022 based on enrolled 4th - 5th graders' prior test scores (where available)	Baseline + 3-5%; specific goals TBD by 9/1/22.	2022 + 3- 5%; specific goals TBD by 9/1/23.	2023 + 3- 5%; specific goals TBD by 9/1/24.
Science % proficient - - All students and each statistically significant subgroup	Both	Annual CRT	TBD by August 2022 based on pretest	N/A.	Specific goals for 5th graders TBD by 9/1/23.	Specific goals for 5th graders TBD by 9/1/24.
% of students (schoolwid	Both	Annual SBAC	N/A	≥80% proficiency (schoolwi	≥80% (schoolw i de and	≥80% (schoolw i de and



e and in each statistically significant subgroup) achieving one grade level growth in ELA annually				de and for each subgroup); as needed, goal will be revised (for subgroups in particular) based on actual data (est. 2-3% increase)	for each subgroup); as needed, goal will be revised (for subgroups in particular) based on actual data (est. 2-3% increase)	for each subgroup); as needed, goal will be revised (for subgroups in particular) based on actual data (est. 2-3% increase)
% of students (schoolwide and in each statistically significant subgroup) achieving one grade level growth in Math annually	Both	Annual SBAC	N/A	≥80% (schoolwide and for each subgroup); as needed, goal will be revised (for subgroups in particular) based on actual data (est. 2-3% increase)	≥80% (schoolwide and for each subgroup); as needed, goal will be revised (for subgroups in particular) based on actual data (est. 2-3% increase)	≥80% (schoolwide and for each subgroup); as needed, goal will be revised (for subgroups in particular) based on actual data (est. 2-3% increase)

[Rubric Alignment] Mission-specific goals explicitly complement or supplement, but do not replace, the SPCSA’s performance standards with school-specific, mission- driven academic, financial, or organizational goals.

- All such indicators, measures, and metrics are rigorous, valid, and reliable.
- All proposed data sources are objectively verifiable and there is an explicit commitment to school-funded external validation and analysis by an Authority-selected vendor for any assessment not supported by the Authority.



[Rubric Alignment] The school’s internal, leading indicator goals clearly align to the Nevada School Performance Framework and the Authority Performance Framework.

[Rubric Alignment] Internal and mission-specific framework goals are SMART: goals and objectives are specific, measurable, ambitious and attainable, relevant, and time bound.

(3) In addition to mandatory state testing, identify the primary interim academic assessments the school will use to assess student-learning needs and ensure progress towards SPCSA and state proficiency targets and describe how they will be used.

In order to constantly monitor the efficacy of Cactus Park’s programs of instruction, we will make use of diagnostic/benchmark, formative, and summative assessments. These assessments will be a combination of standardized and teacher-created material.

Diagnostic/Benchmark Assessments – Cactus Park teachers will utilize diagnostic assessments at the start of the school year to accurately assess students' current levels. These same assessments will also serve as benchmark data throughout the year to monitor and update Cactus Park teachers on their student growth. Data will be used to identify students’ prior knowledge, create leveled pilotPod groups, and determine appropriate individualized goals for every student.

Assessment	Description	Used By
Fountas and Pinnell	The Fountas and Pinnell Benchmark Assessment System (BAS) is designed to assess students’ independent reading level in regard to comprehension, fluency, letter names, phonics, word analysis, vocabulary, and writing. In this assessment, students will read books which follow a specific gradient of difficulty until the student’s level is identified. This assessment was selected for teachers to identify students’ unique literacy needs and create leveled instruction. Due to our ELA instructional technology being leveled to F&P, this test will ensure that students are working at an appropriate level on these platforms.	K-5 students (or until student surpasses level Z) Primary (K-4) and ELA (5-8) teachers and teacher aides
NWEA MAP	NWEA’s Measures of Academic Progress (MAP) creates a personalized assessment for each student by adapting to each student’s level in real-time. Assessment data from the MAP assessment include student levels and growth goals, as well as class averages in Reading, Math and Science within 24 hours from students completing the test. The NWEA Learning Continuum provides teachers with a detailed understanding of what skills and content each student knows and what they need to work toward. As such, the MAP assessment is used diagnostically in the Fall and Winter to determine student’s current level (used in pilotPods).	K-5 students (Reading and Math), 3-5 students (Science) Primary (K-4) and ELA/Math/Science (5) teachers and teacher aides



WIDA ACCESS	The WIDA ACCESS is an assessment used to track English language proficiency of students grades K-12. Administered at the beginning and periodically throughout the school year, this assessment will help to identify and track the progress of our English Learners (ELs).	Kindergarten and newly enrolled students (1-8), ELL students (K-12) ELL teachers and aides
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(4) How will you support teachers in developing embedded assessments and checks for understanding in order to ensure that instruction meets student needs?

Formative Assessments

Formative assessments are used regularly throughout the year to assess students’ mastery of grade-level standards and for data-based decision-making in regard to curriculum pacing. Cactus Park teachers will utilize formative assessments to adjust the rigor and type of learning activities throughout each lesson and unit. These assessments are both provided through the chosen aforementioned curriculum as well as created through in-house assessment creation days during summer PD. Furthermore, by aligning formative assessments to Common Core and Nevada Academic Content standards, students will prepare for questions and content they will encounter on the NWEA Map assessment and state-wide assessments which contribute to pilotED’s end-of-year rating.

Assessment	Description	Used By
Daily Exit Tickets	Teachers will use exit tickets on a daily basis in each class to assess students’ mastery of the content taught that day. These exit tickets can range dramatically in format and content depending on the standard being assessed. Teachers will create exit tickets independently or utilize questions pulled from Reading and Math curriculum. Teachers will utilize data from these exit tickets to determine student mastery and plan for future lessons (i.e. proceed in lesson, re-teach, small group)	All students All teachers
Topic Assessments	Assessment blocks built into the schedule will be utilized to assess students on content taught throughout topics. These quizzes will be teacher generated. Teachers will use data from these quizzes in a similar manner to exit tickets in order to inform instruction for the week(s) ahead. Longitudinal analysis of data from these assessments can also be used to identify students in need of academic RTI interventions.	All students All teachers, aides



Instructional Technology Assessments	Students will regularly engage with assessments through our online platforms in Reading and Math during pilotPods. These assessments help to monitor student progress through the online programs, ensuring that students are being challenged at their current level. Teachers will check in with student progress through these programs and administrators can analyze year-long data from these assessments to make decisions about technology programs used in the future.	All students All teachers, aides, administrators
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Analysis of these formative assessments will take place through the implementation of Weekly Data Meetings (WDM), in which teachers and administrators will meet to review aggregated data and student work samples in order to identify misconceptions and direct future instruction.

(a) Explain how you will know that your proposed interim assessments are valid and reliable indicators of progress. Explain how these interim assessments align with the school's curriculum, performance goals for the school and the SPCSA, and state standards.

The NWEA (Northwest Evaluation Association) is the educational non-profit organization responsible for the MAP assessment. MAP, which stands for Measures of Academic Progress, refers to tests given three times throughout a school year to measure student achievement and growth in various subject areas.

Kindergarten through 2nd grade students are tested in reading and math, while students in second through twelfth grade test in reading, language usage, math, and science. The assessment also measures college and career readiness in older students.

These online tests are typically given during the regular school day on three separate occasions – at the beginning, middle, and end of the school year. Of course, this year, that will look a little different. School districts who implement NWEA MAP testing have been working hard to make COVID-friendly adjustments so that the assessments can continue to be administered in a safe way.

NWEA assessments are untimed, multiple choice tests. Further, they are adaptive, which means they change based on student answers. Since all tests are given electronically, the difficulty of the questions adjusts depending on how students answer.

Scores

These tests are used for a variety of instructional purposes. First, they offer an initial screening to get a general sense of a student's performance. The NWEA platform then offers project monitoring tools and tools used to measure growth and project



proficiency. They also assess skills mastery and provide teachers with research-based interventions to target specific skills or learning gaps.

A student's score report is based on what is called their RIT (Rasch Unit) score. This is a unit of measurement that reflects which skills a student has mastered, is ready to tackle next, or needs to be introduced to.

Usage

pilotED's teachers will utilize the RIT score for various purposes during in-class instruction, planning, and professional development. First and foremost, teachers use these scores to help differentiate their classroom instruction through the use of the pilotPods system and general instruction. Since the tests are adaptive and the scores are so specific, teachers are able to better individualize activities for their students.

Cactus Park teachers will also use RIT Scores as goal setting tools. For example, if a student struggles with reading comprehension, they may and work with the teacher to set a goal for mastery. This type of interaction helps students take ownership of their own learning and makes them much more motivated to achieve their goals. This type of student-centered leadership is directly aligned to our identity development and civic engagement core pillars where our students' agency and sense of self is positively impacted.

These RIT scores also help Cactus Park set broad goals including specifically contributing to our Academic Goal #2 (detailed earlier in this application). The data helps provide information about how students are performing and growing as a whole. The test scores also help give teachers and pilotED administrators data to identify achievement patterns in classrooms, grade levels, and schools as a whole.

Alignment to Common Core and Nevada Academic Content Standards

In a comprehensive study conducted in 2018, Karla Egan PhD and EdMetric concluded that more than 97 percent of MAP Growth items align to Common Core State Standards in English Language Arts and Mathematics. The study findings were consistent across all grades K-12.

(b) Describe the corrective actions the school will take if it falls short of student academic achievement expectations or goals at the school-wide and classroom level. Explain what would trigger such corrective actions and who would be responsible for implementing them.

Cactus Park recognizes all rigorous professional development must be paired with intensive coaching and observation cycles to ensure the growth of student learning. In order to address the effectiveness of our PD program and the needs of our teachers, Cactus Park will employ regular observations and coaching opportunities for teachers. Teachers will receive, at minimum, one weekly informal observation or walk-through from the



School Principal, Assistant Principal, or Dean of Culture focusing on instructional strategies and pedagogy or classroom climate respectively. The observer will then meet briefly with the teacher later in the day to discuss the observation, identify areas for growth, and create a goal for their next observation. These observations may at times focus on recently taught strategies from Friday professional development.

In addition, school leaders (administrators, lead teachers, coaches) will participate in live coaching during informal classroom drop-ins and observations. In this practice, used by other high performing schools across the country and the RELAY Graduate School of Education, observers will correct and coach strategies and pedagogies in the moment, or immediately after the observation. It is pilotED’s philosophy that this immediate and direct feedback will allow teachers to identify issues and adjust instruction more quickly, leading to greater student outcomes.

Cactus Park will use observations and feedback collected from multiple observers to identify teachers in need of more intensive and direct coaching. Through collaboration with school administrators, these teachers will create deliberate growth plans and goals related to their deficiencies in academic instruction and/or classroom climate. Depending on need, the Dean of Culture, Assistant Principal or both will routinely observe the teacher, coach specific strategies, recommend resources and monitor the teacher’s progress.

Teachers will also have the opportunity to learn from each other by utilizing time during prep blocks to observe other classes. These observations may be used for struggling teachers to witness master teachers in action and note their strategies. Conversely, lead teachers can observe other members of their team to provide coaching and support from the perspective of someone that is teaching the same students. Other effective strategies to address drops in student learning include the following:

- School visits to see other high-performing schools and teachers in action
- Collaborating with a grade-level partner who has successfully improved their instruction
- Improvement plans specific to a practice or skill gap

(c) Articulate how interim assessments will be used to inform instruction. How will teachers and school leaders be trained in their use?

See responses in sections a) and b) above, specifically *Usage* in a)

(d) Identify specific interim assessments and quarterly performance goals that you will use to confirm that the school is on-track to meet ambitious academic goals throughout the school’s first year with students. You may add or delete rows as needed.

Goal	Assessment	Quarter 1	Quarter 2	Quarter 3	Quarter 4
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<p>75% of our scholars will achieve or exceed growth during the Spring in Reading on the Northwest Evaluation Association MAP assessment as indicated in the Achievement Status and Growth Projection.</p>	<p>NWEA Reading</p>	<p>Baseline for student growth goal determined.</p>	<p>N/A</p>	<p>>=55% of scholars achieving or exceeding growth goals.</p>	<p>>=75% of scholars achieving or exceeding growth goals.</p>
<p>75% of our scholars will achieve or exceed growth during the Spring in Mathematics on the Northwest Evaluation Association MAP assessment as indicated in the Achievement Status and Growth Projection.</p>	<p>NWEA Mathematics</p>	<p>Baseline for student growth goal determined.</p>	<p>N/A</p>	<p>>=55% of scholars achieving or exceeding growth goals.</p>	<p>>=75% of scholars achieving or exceeding growth goals.</p>
<p>85% of our scholars will demonstrate proficiency on end-of-year Identity Route (IDR) assessments.</p>	<p>Identity Route Assessments</p>	<p>>=85% average proficiency on interim IDR Assessment</p>	<p>>=85% average proficiency on interim IDR Assessment</p>	<p>>=85% average proficiency on interim IDR Assessment</p>	<p>>=85% average proficiency on interim IDR Assessment</p>
<p>85% of our scholars will demonstrate proficiency on Interim Assessments in Mathematics</p>	<p>Interim Assessments</p>	<p>>=85% average proficiency</p>	<p>>=85% average proficiency</p>	<p>>=85% average proficiency</p>	<p>>=85% average proficiency</p>



throughout the school year					
85% of our scholars will demonstrate proficiency on Interim Assessments in ELA throughout the school year	Interim Assessments	>=85% average proficiency	>=85% average proficiency	>=85% average proficiency	>=85% average proficiency

(5) Describe the process for collecting and storing data, including the information system(s) used in addition to the statewide Infinite Campus system.

Please see the combined response below.

(6) How will the school monitor for disparities in academic performance between student groups? What actions with the school take to address identified disparities?

Data Collection and Reporting

The timing and frequency of Cactus Park’s assessments will align with their designed purpose in regard to student academic growth goals. Formative assessments will be utilized more frequently, while summative and diagnostic assessments will be used just a few times per year to track student progress and adjust pilotPod student groupings and individualized goals. In addition, assessments have been staggered to reflect Cactus Park’s quarterly schedule and aims to prevent students from being over-tested at any given time.

Assessment	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Fountas and Pinnell	X		X		X		X		X		X
NWEA MAP		X				X				X	
WIDA	X	Throughout year for EL students and new students									
Exit Tickets	Daily										
Topic Assessments	Every 1-2 weeks										
IT Assessments	On-going (as students reach milestones in online programs)										



Unit Assessments	Every 4-6 weeks										
Interim Assessments			X		X			X			X

Cactus Park teachers will collect formative assessment data on a daily basis through the use of Exit Tickets and topic quizzes. Teachers will be expected to report on this data on a bi-weekly basis in a variety of forms:

- Update PowerSchool Gradebook with formative assessment scores and any other relevant grades (parents will have online access to this gradebook to monitor their student’s academic progress)
- Contact parents/guardians of any student receiving a “D” or an “F” in class
- Share formative assessment results with school administration and grade-level team

Furthermore, parents will be informed of their student’s academic and behavioral progress through progress reports, generated mid-way through each quarter and Final Report Cards. Parents will be required to pick-up progress reports at the school during Parent-Teacher Conferences for Q1 and Q3 (September and January respectively). While at many schools, conferences coincide with Report Card pick-up, pilotED believes that to be proactive in academic success, this needs to occur before final grades are submitted.

Creating an opportunity for parents to meet with their student’s teacher and review progress mid-quarter, allows time for adjustments on the part of the school, parents and the students to improve outcomes on final report cards. While formal conferences will not occur during Q2 or Q4, teachers will be expected to schedule conferences outside of school hours for any students receiving a “D” or an “F”. Final report cards will be sent home with students at the end of each quarter; students will be required to bring them back, signed. Teachers and school administration will be responsible for contacting and communicating with any parents of students who require intersession enrichment.

School-wide assessment data will also be shared with the Academic Excellence Committee of pilotED Schools of Nevada’s Board of Directors on a bi-monthly basis (or as often the committee meets). This aggregated data will include scores from any recently completed state-wide assessments and grade-level averages on formative and summative assessments. This data will be presented by either the School Principal or the Assistant Principal, after which the Academic Excellence Committee can request additional data, make recommendations regarding changes to academic program or voice concerns about progress. Additionally, the Academic Excellence Committee will submit and serve as the school’s liaison to the NSPCSA and NDOE.

Recognizing both an ethical and legal responsibility to identify and address disproportionality in student success, Cactus Park will be proactive in collecting and analyzing data for special groups of students. Through MasteryConnect and PowerSchool



software, Cactus Park administrators can pull data and create special groups (racial, Special Education, RTI) to compare achievement and growth relative to the general population. The Assistant Principal will be responsible for creating a monthly report which includes the progress of these student groups. The administrative team (School Principal, Assistant Principal, Director of Special Education, Dean of Culture, lead teachers) will meet on a monthly basis to review these reports, identify possible disproportionality, and create actionable plans to resolve issues.

Data Analysis

Cactus Park is committed to constantly improving instruction and academic outcomes through the use of frequent data analysis. During our two-week professional development series before the start of the academic year, teachers will receive training on how to analyze data through MasteryConnect formative assessment software and our in-house systems for diagnostic/summative assessments. Data analysis will occur at Cactus Park in a variety of forms, with varying frequency.

Analysis Content	Description	Frequency
In-class Data (Exit Tickets, Quizzes)	Teachers will use MasteryConnect assessments and Exit Tickets to assess what students know each day. Through this software, teachers can immediately see student and class mastery relative to specific standards and topics. Teachers can then use this data to inform their instruction the next day, or they may choose to adjust their lesson in the moment. Additionally, teachers can see specific students that are struggling with specific standards and can use this information to strategically pull small groups during Guided/Independent Practice or pilotPod time.	Daily/Weekly
Interim Data/Final Grades	Interim data will be analyzed at the end of each quarter (during the last Friday PD of the quarter). Teachers will evaluate student mastery of standards covered throughout that quarter based on the results of the interim assessments. Based on these results, teachers will identify any standards that may require re-teaching as a whole class and students that need additional supports for specific standards. These standards can be addressed through either intersession enrichment or targeted small grouping during pilotPods in the following quarter.	Quarterly
Fall NWEA/Fountas and Pinnell Data	Teachers will evaluate and analyze student achievement and growth on state-mandated assessments periodically throughout the year. At the beginning of the year, Fall NWEA and Fountas and Pinnell data will be used to identify student and class strengths and deficiencies, create small groups for pilotPods, and identify students who may need academic interventions or Special Education services.	Annually (Fall)
NWEA Winter Data	During the Winter Data Day, teachers will assess student growth and progress toward their spring goals and create actionable plans to move students to these goals by the end of the year.	Annually (February)



NWEA Spring Data/EOY School-wide Data	In the Spring, pilotED teachers and administrators will evaluate achievement on end-of-year NWEA goals and reflect on what worked and what didn't work in the preceding year's instruction. Through these discussions, pilotED will refine and improve instruction in for the following school year.	Annually (June)
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Frequent data analysis of content aligned to Nevada and Common Core standards will allow Cactus Park teachers and administrators to track progress through academic programming and anticipate performance in end-of-year assessments which contribute to school rating. In Cactus Park's first years of operation, the goal will be maximizing growth, demonstrated in formative assessments, and reflected in SBAC results. It is Cactus Park's mission that the majority of students that have spent three years in the school would demonstrate grade-level proficiency. Achievement and proficiency in grade-level standards will be tracked through MasteryConnect software, allowing teachers time to address deficiencies ahead of end-of-year SBAC assessments.

In the classroom, Cactus Park believes that students should also feel empowered to track and analyze their own progress. As such, students will create individualized goals and learning plans at the beginning of each school year and monitor their progress throughout the year; these goals will include NWEA growth targets, academic goals and non-academic goals. Teachers will be expected to check in and conference with students once per quarter to discuss their progress towards these goals, and identify strategies to help move them further.

Cultural Data Collection and Analysis

While academic data is frequently the sole focus of analysis and tracking in many schools, Cactus Park believes that tracking and evaluating data collected on the cultural climate of the school is of equal importance. pilotED will measure the success of our cultural programs of instruction through the use of multiple assessments and tracking systems, listed below.

Tracking System	Description	Frequency
DeansList	DeansList's behavior tracking software, will be used to collect positive and negative behavior data for every student on a daily basis. Similar to our academic data, this information will be aggregated and analyzed by administrators and staff on a monthly basis (during Friday half-day PDs) to identify trends and create actionable plans to address discrepancies in student achievement.	Daily (data analyzed monthly school-wide)



Teacher-Student Rapport (TSR)	Given to both teachers and students at the end of each quarter, the TSR assessment is used to measure teacher effectiveness in creating genuine and lasting relationships with students. Furthermore, pilotED believes that our teachers must create a climate of trust and respect within their classroom in order to our academic programs to have the greatest effect, and the TSR measures the extent to which they have succeeded.	Quarterly
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AT-RISK STUDENTS AND SPECIAL POPULATIONS

Pursuant to State and federal law, SPCSA schools are required to serve the needs of all students in special populations.

The SPCSA operates under the following principles with regards to special populations of students:

- 1. SPCSA schools serve all eligible students. SPCSA schools do not deny the enrollment of any student based on needs or disability.*
- 2. SPCSA schools are to ensure streamlined access for all students requiring special programs.*
- 3. SPCSA schools develop programs to support the needs of their students.*
- 4. SPCSA schools do not counsel or kick any students out.*
- 5. SPCSA schools utilize best practices to expose students to the most inclusive environments appropriate.*
- 6. If necessary, an SPCSA school is responsible for developing more restrictive placements to meet the needs of the highest need students, including but not limited to clustered placements in consortium with other charter schools.*
- 7. SPCSA schools are responsible for providing high functioning, trained special education teams, which focus on student advocacy and high expectations. IEP teams (including school’s leadership) make placement decisions at IEP meetings. Decisions are made based on evidence/data to support what is best for the student.*

At-Risk Students

(1) How do you define “at-risk” students? What are the methods for identifying at-risk students through academic and behavioral processes?

See response 2) below

(2) Describe how you will identify the needs of all students. Identify the research-based programs, strategies and supports you will utilize to provide a broad continuum of services, ensure students’ access to the general education curriculum in the least restrictive environment.

Cactus Park Elementary recognizes that all students will not excel equally in the general education classroom. As such, identifying, monitoring and intervening for at-risk students that need additional academic supports will be an important task to be shared among teachers and staff. The primary system for identifying and monitoring at-risk students’



social and emotional and academic needs will be the Multi-Tiered System of Supports (MTSS), which is the practice of providing high-quality instruction and interventions matched to student need, monitoring progress frequently to make decisions about changes in instruction or goals, and applying child response data to important educational decisions.

Under the umbrella of MTSS, Response to Intervention (RTI) and Positive Behavior Intervention and Support (PBIS) systems will be used for students with academic and emotional needs respectively. In both systems, the student population is broken into three tiers:

- Tier 1: These students represent the general population (roughly 80% of students), whose needs, academic and emotional, are met by the practices and supports in the classroom.
- Tier 2: Demonstrating at-risk capacity in academic or behavior, these students are identified and provided with moderate supports to better access the standard classroom environment. About 10-15% of students in a given school will fall into this tier.
- Tier 3: Requiring significant supports to participate in the general education curriculum, Tier 3 students make up about 5% of a given school. These students are often those who already require, or may be recommend for Special Education supports.

** The 80/15/5 ratio is regularly used across various charter schools in the nation serving similar demographics.

While many schools in lower-income areas will be quick to up the percentages of students in tiers 2 and 3, the actual reality is that further disaggregation of data (test scores, assignments, etc) needs to be done to ensure that scaffolding can be done in Tier 1 with wraparound services to prevent turning the MTSS pyramid “upside down”. Overidentification of students who are “behind” leads to undue burdens on specialized student populations and on specialist/interventionists. While we will drive to keep the bulk of students in classrooms with a scaffolded lesson to meet their needs in Tier I, Tier 2, and Tier 3 percentages may exceed the aforementioned percentages. However, according to educational researchers at Harvard’s Graduate School of Education and as mentioned earlier in this section regarding teacher scaffolding and curriculum internalization, MTSS calls for creating and implementing a curriculum from the outset that provides:

- Multiple means of engagement to tap into learners’ interests, challenge them appropriately, and motivate them to learn,
- Multiple means of representation to give learners various ways of acquiring information and knowledge, and,
- Multiple means of expression to provide learners with options for demonstrating knowledge and skills.

(3) Describe the school’s approach to help remediate students’ academic underperformance. Detail the identification strategy, interventions, and



remediation to be implemented. Cite the research/rationale for the chosen methods. How will you measure the success of your academic remediation efforts (in year 1, year 3, year 5, and beyond?)

See response 4) below

(4) Describe your Response to Intervention model in detail, including the interventions and the anticipated proportion of the student body served at each tier level. Please provide the rationale used in this approximation.

The RTI process is a tool used to maximize student learning, reduce behavior challenges, and at times, a referral tool for special education services. Crucial to a high-quality RTI program is data-based decision making, progress monitoring, and appropriate screening.

- *Data Based Decision Making:* During routine grade-level meetings, teachers and aides will discuss the progress and interventions of all students receiving Tier 2 and 3 services. Data and evidence-based artifacts will drive the discussion to ensure that teachers are using RTI best practices. During this time, the grade-level team will analyze if specific students should be removed or added to Tier 2 or 3.
- *Progress Monitoring:* Student academic progress is monitored at all levels at all times. Data collected for progress monitoring will be obtained through student formative assessment grades, summative testing scores, instructional technology programs, and attendance records.
- *Screening:* Incoming students will be assessed using curriculum-based measurements for math and Fountas & Pinnell benchmark testing for reading. Additionally, all students will take the NWEA MAP test which will provide additional data to analyze for our RTI model. MasteryConnect and formative assessments will be used throughout the year to continually assess student eligibility for interventions.

Overseeing the implementation of MTSS and monitoring the addition of students will be our RTI committee, which includes the Assistant Principal/Principal as well as classroom teachers, special education teachers, and teacher aides that work directly with the students in question (for students with social-emotional/behavioral needs, a similar PBIS committee, headed by the Dean of Culture will be formed).

Once students have been identified for RTI, the RTI committee will notify parents/guardians of the student of concern, work alongside family solutions, and develop academic and/or behavioral goals for each student. Parent University will also be a time and space for parents/guardians to better understand the RTI process and the indicators for such intervention. These goals will include growth and attainment on formative and summative assessments, improved and positive behavior patterns (for social-emotional/behavior plans), as well as overall academic performance and participation in class. After goals have been established for students, the RTI committee will develop a plan which utilizes practices described in the table below.



Research and Evidence of Success:

Prewett, S., Mellard, D. F., Deshler, D. D., Allen, J., Alexander, R., & Stern, A. (2012). Response to intervention in middle schools: Practices and outcomes. *Learning Disabilities Research & Practice*, 27(3), 136-147

RTI Practice	Description & Research/Evidence	Personnel Responsible
<p>pilotPods</p> <p><i>Implemented in Y1 and onward</i></p>	<p>In the fall, all students will be assessed through the NWEA MAP and Fountas and Pinnell Benchmark Assessment System to create leveled-groups in each class. Through these groups, students will receive individualized instruction at every-level; specifically, for identified RTI students, this is an opportunity for classroom teachers to tailor instruction toward the specific goals set for these students/groups.</p> <p><u>Research and Evidence of Success:</u> <i>Jens Dietrichson, Trine Filges, Julie K. Seerup, Rasmus H. Klokke, Bjørn C. A. Viinholt, Martin Bøg, Misja Eiberg, Targeted school-based interventions for improving reading and mathematics for students with or at risk of academic difficulties in Grades K-6: A systematic review, Campbell Systematic Reviews, 10.1002/cl2.1152, 17, 2, (2021)</i></p>	<p>Classroom Teachers, teacher aides</p>
<p>Intersession Enrichment</p> <p><i>Implemented in Y1 and onward</i></p>	<p>Analyzing quarter grades provides an opportunity to identify students that struggled in the previous quarter, and assess the progress of previously identified students. Intersessions between quarters will be utilized to offer additional support to these students. Teachers and aides will volunteer during these breaks to provide remediation for RTI students, setting them on a path for success in the next quarter.</p> <p><u>Research and Evidence of Success:</u> <i>Atteberry, A., & McEachin, A. (2016). School's out: Summer learning loss across grade levels and school contexts in the United States today. In Alexander, K., Pitcock, S., & Boulay, M. (Eds). Summer learning and summer learning loss, pp35-54. New York: Teachers College Press</i></p>	<p>Volunteer teachers and teacher aides</p>
<p>Instructional Technology</p> <p><i>Implemented in Y1 and onward</i></p>	<p>Online instructional programs that can be tailored to a students' specific level in reading and math will be utilized for students during the independent portions of pilotPod instruction, including EL students (research below). Classroom teachers will monitor student progress through these programs and the Assistant Principal will assess their effectiveness school-wide each year.</p> <p><u>Research and Evidence of Success</u> <i>Kazakoff, E.R., Macaruso, P. & Hook, P. Efficacy of a blended learning approach to elementary school reading instruction for students who are English Learners. Education Tech Research Dev 66, 429-449 (2018).</i></p>	<p>Classroom teacher, Assistant Principal</p>



After-School Tutoring <i>Implemented in Y1 and onward</i>	All teachers at pilotED School will be required to provide time for students to come in for after-school tutoring opportunities at least one day per week. Although this program is optional for students, classroom teachers and the RTI committee will engage with RTI students and their parents to ensure that these sessions are being utilized.	Classroom teachers, RTI committee
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Utilization of both formative and summative assessments will allow the RTI committee to distinguish and differentiate interventions for students that are several grade levels behind, and those simply need remediation on the most recent grade-level standards. As such, these students will be grouped separately to receive interventions. Through NWEA and Learning Continuum data, teachers and aides can develop long-term plans for skill-development of students that are several grade levels behind. These students will receive more support in the form of designed pilotPod lessons, pull-out with the teacher aide and alignment through instructional technology. In contrast, MasteryConnect and formative assessment data provide an opportunity to create immediate interventions for students that have not mastered recent material. For these students, after-school tutoring or intersession enrichment may be more appropriate to reteach and reevaluate, without the need for a long-term plan.

(5) How will you communicate the need for remediation to parents?

See response 4) above

(6) What interventions will be offered for students exhibiting early signs of behavioral concerns? How will individual behavior plans for students be implemented and monitored?

Positive Engagement Plans

It is imperative for students, families, and the Cactus Park team to regularly realize that through an exceptionally positive environment, many school-wide ailments such as bullying and safety problems will naturally lessen, as seen in the drastic decrease of suspensions at Cactus Park’s sister campus in Indianapolis (Y1 with 24% to Y3 with 9%) and as seen in various studies around positive behavioral interventions and supports (PBIS) (research below).

Therefore, each classroom will have a positive engagement plan which clearly defines and teaches expectations for behavior and routines at school and to teach social skills in a way that is appropriate to the age of the student.



By increasing the use of social skills instruction through a dedicated Identity class and having restorative practices ingrained in daily interactions, the response to behaviors will emphasize actions that reduce lost instructional time and strengthen the relationships among students and between students and the Cactus

Park team. The Dean of Culture will regularly collect and review data using DeansList so that students can be recognized and celebrated for their accomplishments and adjust prescribed practices when needed. The data will also help the culture team know what additional supports and training are needed to tailor to differentiated needs, with such individual plans including check-in-check-out systems and staff mentorship.

PARENT TESTIMONIAL

My son had experienced 8 suspensions in 2 different schools before arriving to Bethel Park. Since then, he hasn't been suspended once, loves his teacher, and has doubled his growth in math.

Mother of A. Williamson

Research and Evidence of Success

Astor, R. A., Benbenishty, R., Estrada, J. N. (2009). School violence and theoretically atypical schools: The principal's centrality in orchestrating safe schools. *American Educational Research Journal*, 46, 423-461.

Battistich, V., Schaps, E., Wilson, N. (2004). Effects of an elementary school intervention on students' "connectedness" to school and social adjustment during middle school. *The Journal of Primary Prevention*, 24, 243-262.

Beets, M. W., Flay, B. R., Vuchinich, S., Acock, A. C., Li, K., Allred, C. (2008). School climate and teachers' beliefs and attitudes associated with implementation of the positive action program: A diffusion of innovations model. *Prevention Science*, 9, 264-275

Special Education

(1) Track Record: Please explain the extent to which one or more members of the founding school team (e.g., founding board, instructional leader, etc.) has experience working to achieve high academic outcomes of students with disabilities, including students with mild, moderate, and severe disabilities.

Kimberly Lapuz, Prospective/ Future Founding Board Member

Kimberly Lapuz has a master's degree in Special Education focusing on Autism studies. She is a previous special education teacher in Washoe County School District in Reno, Nevada and has taught a wide range of students from kindergarten to high school, including many diverse demographics and cultural backgrounds. She is currently a district administrator in special education. Kim became interested in mental health when she started noticing that some of her students were not able to access services due to a lack of insurance or for being underinsured.

Karli Casto, Founding School Principal

Karli has 10 years of experience being a teacher, instructional leader, and supervisor for teachers PreK - 5th grade levels and all content areas, including special education and



specialists. She has led a technology focused special education inclusion classroom in a Title I school with using iPads at 1:1 student ratio in daily instruction to drive student motivation and success, including blended and flipped classroom models. She achieved the following results given her set of students at the Title I school and technology-centered special education inclusion classroom:

- 2017-2018 students increased from 29% math proficiency in December to 46% math proficiency in March according to Evaluate
- 2017-2018 math SBAC proficiency - Casto 26%; School-wide 15%

(2) Identification: How will the school identify students in need of additional supports or services?

(a) (*Elementary Schools Only*) How will the school accurately identify students prior to enrollment (e.g., those who require pre-school special education and related services) and in the early grades (PreK, K, 1, or 2) for appropriate services?

(b) (*Middle and High Schools*) How will the school identify and serve students who require special education services and develop transition plans?

(c) (*All Schools*) How will the school handle over-identification of students as having a disability that qualifies them for special education services? What will be the process to transition a student out of special education who has been incorrectly identified as having a disability in the past?

Staffing

Cactus Park will staff its special education team with special education teachers and a lead director who will all be well-versed in special education practices, legalities at the state- and federal-levels. They shall have licensure that is appropriate (no subs and no waivers) and will be staffed at the 22:1 ratio required by the state of Nevada.

Identification and Plan Development

In accordance with the Individuals with Disabilities Education Act's (IDEA) Child Find Provision and NV special education law, Cactus Park will train staff to actively locate, identify and evaluate all students who may need special education and related services.

A Multidisciplinary Team, consisting of Parent(s)/Guardian(s), General Education Teachers, Special Education Teachers, Relevant Clinicians, etc., will work together to determine eligibility for special education services and avoid educational misplacement. Cactus Park will provide formal training for all staff involved in the IEP process to review guidelines for the determination of student eligibility for special education services. They will also receive training on the implementation of IEPs and 504 plans, including modifications and accommodations within the classroom. Students who do not require specialized educational services in the form of an IEP but who need accommodations and modifications for equal access to the classroom will possibly receive 504 plans. These plans are enacted for all new students who may have an IEP consideration upon entering pilotED. Such an IEP consideration is a part of the intake process during



enrollment, where parents are able to request an evaluation or provide evidence of a previous evaluation.

The previously described MTSS system will serve as an initial screening process, and typically students will receive interventions through this system before recommendation for Special Education services. Throughout the period of intervention, our educational and behavioral intervention strategies and the student's response will be closely monitored on a weekly basis by the RTI/PBIS committee. If progress is observed, we will determine whether to continue with our chosen interventions. If, after three-weeks, measurable progress is not evident, intervention strategies will be modified, while continuing to track the student's progress. If, after the ten-week process, the student is not progressing, we may recommend to the student's parent/guardian(s) that the data collected indicates there may be reason to have a more extensive diagnostic evaluation by relevant clinicians. If RTI is unsuccessful, or if there is a request for a Full Individual Evaluation (FIE), pilotED will schedule a Domain Meeting under IDEA. The Director of Special Education will arrange a meeting with the academic team for the purpose of determining which domains are areas of suspected disability or needs and identify the assessments the team will complete. After written parental/guardian consent is secured, the student will be evaluated by properly trained and licensed professionals.

If a student is deemed eligible for special education services at a subsequent Eligibility Meeting, the team (including parent/guardian(s)) will develop an Individualized Education Plan (IEP). If the student is not eligible for special education services, the team will consider a 504 plan and develop one if appropriate. If neither a 504 plan nor an IEP is appropriate, but the student is still struggling, we will meet with parent/guardian(s) to determine a behavioral and/or academic support plan.

Over- and Incorrect- Identification

In accordance with the Individuals with Disabilities Education Act's (IDEA) Child Find Provision and Nevada special education law, Cactus Park will honor any incoming IEPs. However, during the review process of incoming IEPs, the MTSS team will be thorough in their determination of whether the identified areas are indeed accurate. If such determinations are incorrect, Cactus Park will work with the student's previous school, current/previous clinicians, parents/guardians, and the internal MTSS team to understand where the incorrect identifications happened. Upon identification, the MTSS team will begin a new review for the potential of a new IEP or for the student to be rolled-off from IEP services.

Exiting

If a student with an IEP is regularly meeting SMART goals, grades/proficiencies in classwork and assessments increase, timing or improvement requires a re-evaluation, and evidence that full general classroom experiences are proving beneficial, the special education team will re-evaluate alongside the parent/guardian what services can be ended. If at that time, it is in the student's best interest (academically, culturally, and legally) to be removed from receiving special education services, then such a decision will be made.



(3) Continuum of Services: How will the operator provide a broad continuum of instructional options and behavioral supports and interventions for students with a range of disabilities? Specifically describe how students with severe intellectual, learning, and/or emotional disabilities will be served.

Continuum of Services

In accordance with best special education practices, Cactus Park will provide a continuum of support and services from those in the least restrictive environment to increasingly restrictive options in order to meet students' specific needs. Students with disabilities will be provided the services specified in their IEP.

- *Related Services:* Related services are developmental, corrective, and other support services required to help a student with a disability benefit from instruction within the general education curriculum. Related services may include, but are not limited to: counseling, occupational therapy, physical therapy, school health services, speech/language therapy, hearing/vision services, and other support services (paraprofessional support, sign language/oral interpreters).
- *Support Services:* Other support services provided to children include, but are not limited to: assistive technology devices, behavior intervention plans, and curriculum modifications.
- *Special Education Services:* Students receive specially designed supplemental instruction based on their needs as identified in the IEP. The special education teacher works to adjust the learning environment and adopt instructional techniques and methods to meet students' individual needs.
- *Transportation Services:* In the event the IEP team determines a student needs transportation services, Cactus Park will provide transportation for the student via an owned and licensed bus or via a contracted partner.
- *Collaborative Consultant Teacher (CCT)/Co-Teacher:* In CCT classrooms students with disabilities and general education students are educated together, by a general education teacher and a special education teacher. The CCT collaborates with the general education teacher and provides instructional support to the student while the special education teacher serving the class adapts and modifies instruction for students with disabilities.
- *Adjustments to curricula and instructional programs:* Cactus Park teachers will be trained to make adjustments to curricular and instructional programs and practices to meet the need of our special student populations. Because the adjustments are common practices across our schools, students with special needs do not feel "different" from peers in general education, contributing to an overall culture of inclusivity and optimism.

Least Restrictive Environment

Cactus Park will comply with all state and federal laws to ensure students with disabilities are served in the Least Restrictive Environment (LRE) where they are afforded access to general curriculum and integration with their non-disabled peers, with appropriate modifications and accommodations as delineated in their IEPs. To that end, individual classroom enrollment may not be comprised of more than 30 percent of students with



disabilities. Cactus Park will utilize the general education classroom, co-teaching, push-in/pull-out support, alternate assessments, and in rare cases, self-contained Special Education classrooms as a part of a students' LRE. All decisions regarding a student's placement are based on the student's abilities and needs.

Before making a decision to change a child's LRE, Cactus Park will confirm that the child has received all the services outlined in the IEP. If a student continues to struggle in their current LRE even with the services outlined in their IEP, the IEP team may convene to determine if the current placement is still appropriate under IDEA. A student's IEP cannot be revised without holding another IEP meeting. Any meetings regarding LRE will include the parent, special education teacher, general education teacher, school administrator, and related service providers.

Accommodations

- All daily curricula and weekly and unit assessments receive the accommodations and modifications detailed in the students' IEP. General education and special education teachers work together to ensure this is accomplished.
- Based on a student's current level of performance (as determined by diagnostics and current student performance data) students are provided online and written curricula at their instructional level. This includes access to independent, guided and shared reading texts that are appropriate both in content and level to a student's age, developmental level and current instructional level.
- All students receiving special education services also receive small-group, differentiated instruction as part of their daily schedule. During this time, students receive targeted, skill-based instruction customized to their individual needs as determined by the NWEA Learning Continuum.
- Students are given immediate feedback on daily formative assessments and provided with opportunities for remediation on the spot and one-on-one by the general education and/or special education teacher.

(4) General Education Collaboration/Access: How will special education and related service personnel collaborate with general education teachers (e.g., team teaching, team planning, etc.) to ensure that all students are able to access a rigorous general academic curriculum?

See response in 6) below

(5) Staffing: How will you ensure qualified staffing to meet the needs of students with disabilities? *Note: Federal and Nevada law requires licensure for the special education teachers, related service personnel, and psychologists at all charter schools.*

Cactus Park will employ a properly certified individual (no subs or waivers) as the Director of Special Education, a Coordinator of Social & Emotional Health and certified Special Education (no subs or waivers) teachers. The 22:1 ratio of Nevada will be abided by.

Position	Additional Qualifications
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Director of Special Education (DSE)	<ul style="list-style-type: none"> - Degree in Special Education (advanced degree preferred) - Experience and evidence of success in Special Education instruction and/or management - Thorough knowledge of state and federal SPED law and compliance - Background or understanding of social services
Special Education Teachers	<ul style="list-style-type: none"> - Degree and licensure in Special Education - Minimum 1 year experience teaching with similar populations of students - Thorough understanding of the creation and implementation of IEPs - Advanced capability in collaborating with classroom teachers and differentiating instruction
Director of Social & Emotional Health (DSEH)	<ul style="list-style-type: none"> - Advanced degree in Social Work or Psychology - Demonstrated success in former school or similar environment

(6) Staff Development: How does the school plan to train general education teachers to modify the curriculum and instruction to address the unique needs of students with disabilities?

The DSE and DSEH will hold targeted professional development ensuring that all staff will be working on proper identification of at-risk students in potential need of services. All teachers will receive full training from our DSS and DSEH in our referral process, as well as in the successful implementation of modifications and accommodations within the classroom. Licensed special education consultants will also be used when abiding by Nevada state law requires a more fine-tuned approach.

During their regular meetings, teachers will discuss and strategize to meet the needs of students identified as needing additional assistance. Staff development enables school personnel to be well informed about and trained to carry out LRE initiatives. The entire staff, including administrators, general educators, special educators and paraprofessionals, will be trained to educate students with disabilities and it is expected that teachers take advantage of the special education teacher in their classrooms to help them develop units, lesson plans or classroom activities to ensure appropriate accommodations are met. This collaboration will also allow for teachers to understand impactful trauma-informed strategies for their general education students, as well.

(7) Discipline: Explain how the school will protect the rights of students with disabilities in disciplinary actions and proceedings and exhaust all options in order to promote the continuation of educational services in the home school.

Cactus Park will follow all provisions of federal and Nevada state law relating to students with disabilities, including the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973. All students with qualifying disabilities under IDEA shall have access to a free and appropriate public education (FAPE), receive an evaluation, IEP, and an appropriate education in the least restrictive



environment; be involved in decisions regarding the IEP, along with their parent/guardian(s); and have access to appropriate procedures to resolve any disputes related to the school's provision of FAPE. We shall maintain student education records in line with the federal Family Educational Rights Privacy Act of 1974 (FERPA) as they relate to students with disabilities. This includes but is not limited to having procedures for protecting the privacy of student education records.

Additionally, Cactus Park utilizes restorative justice and trauma-informed practices across all student demographics in times of distress, in creation of IEPs, and/or disciplinary action. A thorough, fair, and deeply empathetic approach is utilized at all times and will regularly fall within the 504, BIP, and/or IEP guidelines for students with disabilities.

Research and Evidence of Success:

Rossen, E. (2018, November). Creating trauma-informed individualized education programs. CYF News.

<http://www.apa.org/pi/families/resources/newsletter/2018/11/trauma-teaching>

(8) Monitoring: What are your plans for monitoring and evaluating both the progress and success of students who qualify for special education and related services, and the extent to which your special education program complies with relevant federal and state laws? How will curriculum and instructional decisions be tracked and monitored by IEP teams and school personnel?

Cactus Park's Director of Special Education, Dean of Culture, and Special Education team will oversee the implementation of the IEP services. A copy of the IEP, along with procedural safeguards, will be given to all the student's teachers and the student's parent/guardian(s). We will carefully monitor the progress of students in the RTI process or possessing IEPs through a bi-weekly standing debrief between the academic team and the student's Special Education and General Education teachers. The student's most current assessment data from core academic subjects will be collected and analyzed.

The school monitors and evaluates the progress of students in special education with the same frequency and intensity of their peers in general education. In the event a student is progressing more quickly than expected or not progressing at a rate that will allow him/her to meet his/her annual IEP goal, the IEP team may convene periodically to adjust annual goals and/or accommodations and modifications.

The following methods are ways to monitor progress for students with an IEP. The methods have been adapted from national sources and best practices witnessed at NewSchools Venture Fund fellow cohort meetings, US DOE SPED consultations, and RELAY Graduate School of Education.

1. *Daily:* Students in special education who have daily behavior plans receive daily "progress towards goal" updates to be shared with parents/guardians each night.
2. *Weekly:* Parents/guardians receive weekly progress updates based on student performance on adaptive online curricula. As established in their IEP, students in special education receive accommodations and modifications on weekly



assessments as appropriate. Special Education may conduct additional mini-assessments of sub-goals to gather data on student performance relative to the annual goal. These data points are rolled up and shared with families through the quarterly IEP report card.

3. *Quarterly:* Parents/guardians receive quarterly IEP updates in which special education teachers share a student's performance relative to his/her annual goals; this is called the IEP Report Card. All students receiving special education services receive a standard school report card. Parents/guardians are asked to meet with the student's classroom and Special Education teacher to discuss progress toward both final grades and IEP annual goals.
4. *Annually:* All parents/guardians of students receiving Special Education services will meet with the rest of the IEP team annually. At this time parents/guardians receive an additional update with a final determination as to whether or not a student has met annual IEP goals; All parents/guardians and students receive a report card indicating final grades in all subject areas for that school year.

All students with IEPs shall be re-evaluated a minimum of once every three years. In addition, if a parent/guardian requests that their child is reevaluated, we will respond to that request promptly. Communication with families/guardians of our special needs students will be a priority, and they will participate in an additional special services meeting during our Parent-Teacher conferences. At the close of each student's annual review or three-year re-evaluation the parent will receive a copy of the new IEP.

(9) Parental Involvement: What appropriate programs, activities, and procedures will be implemented for the participation of parents of students with disabilities?

The above certified individuals will ensure that parents/guardians of children with special needs are informed of a case conference that may need to be held and informed of their student's progress on annual IEP goals and in the general curriculum frequently. The DSS and Dean of Culture shall provide annual trainings to families whose children are identified as receiving special education services, reviewing with families the IEP process and documentation, the difference between modifications and accommodations, and the due process rights of families within the process. pilotED will make contact information available for outside support resources and have on campus mini conferences from available outside support resources.

(10) For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities. *If you are not proposing to operate a distance education or virtual school, please explain that this is not applicable.*

N/A as we are not providing distance education.

(11) Please approximate how many students would qualify for these services. Please provide the rationale used in this approximation.

It is our expectation that Cactus Park Elementary will have a special education program consisting of 8-10% of the student population. While this is lower than the sometimes 20% of students receiving SPED services in urban areas across the country, we are adamant that our holistic approach is what has set us apart from zero-tolerance schools



who over-identify students with emotional, academic, and physical disabilities. Bethel Park's Indianapolis campus has been able to keep its special education numbers between 8-10% by using a 360-degree education and parent support system. This lower number allows for a more comprehensive experience for those students who are actually receiving IEPs and it also allows for less over-identification. Additionally, in CCSD schools that have 15-20% SPED populations, there are little to no positions that could prevent such high numbers such as the SEL coordinators, mental health providers, family resource partners, and interventionists found in the Cactus Park and Bethel Park models.

English Language Learners

(1) Identification: What methods will you employ to identify English Language Learners? How will you work to avoid misidentification?

The ELL program at Cactus Park Elementary will identify students as English language learners (ELL) when parents enroll their child. During enrollment, all parents will complete a *Home Language Survey*. The *Home Language Survey* will ask three questions to determine the student's primary language (as indicated by Nevada Department of Education's Title III Guidance and NAC 388.620):

1. What was the first language spoken by the student?
2. What is the primary language(s) spoken in the home?
3. What is the language most spoken by the student?

If a language other than English is provided as response to any of the questions in the *Home Language Survey*, the student will be assessed using state approved assessments (Kindergarten: WIDA-APT or WIDA MODEL, Grades 1-12: WIDA Screener) if he or she has not previously been identified as an English learner by a Nevada public school or there is no record of WIDA ACCESS results. The appropriate WIDA placement screener will take place within 30 days of the start of the school year or within two (2) weeks after the date of the student's first enrollment at Cactus Park.

(2) Placement: How will the results of the W-APT assessment and other identification and program placement decisions be communicated to staff and parents?

Once the student has taken the appropriate WIDA assessment, results will be used to create an Individual Language Education Plan (ILEP) for the student. The plan will describe the student's level of English proficiency (based on the score from the WIDA assessment), the type of service the student will receive from the ELL Program, accommodations for both the classroom instruction and assessments (including state standardized testing), and language goals for the student. The ELL Coordinator will be responsible for creating the student's ILEP and sharing the plan with the student and their family; the student, their parents/guardians, and classroom teachers will also be able to participate in the development of the ILEP if they choose to.



For those students who are newly identified as an English language learner, results from the appropriate WIDA Screener and the ILEP will be mailed to the student's parents/guardians; this will ensure the family receives the information. This information will be mailed to the family within 30 days if it's the start of the school year or within two weeks after the student's first enrollment at Cactus Park Elementary.

For those ELLs returning to Cactus Park, the ELL Coordinator will update the student's ILEP with information from the previous year's WIDA ACCESS results. A copy of the WIDA ACCESS results and the ILEP will be mailed to the student's parents/guardians to ensure the information is received.

Classroom teachers will receive a copy of the Individual Language Education Plans for the students in their classroom; since the plan includes the student's WIDA scores (Screener or annual ACCESS assessment), the teacher will be aware of their students' language proficiency.

(3) Staffing: How will you ensure qualified staffing to meet the needs of ELL students, conduct assessments, and monitor the progress of ELL students? *Note: Nevada law requires licensure (TESL endorsement) for the primary teacher providing ELL services in pull-out and inclusive environments at all charter schools.*

When hiring qualified staff to meet the needs of ELLs at pilotED Schools: North Las Vegas, we will hire teachers who hold an English Language Acquisition and Development (ELAD) certification (see [NAC 391.237](#)) in addition to a Nevada teaching license. Priority will be placed on hiring teacher(s) who are multilingual.

The English Language Learner (ELL) Coordinator will be responsible for administering the appropriate WIDA screener to new students. The ELL Coordinator will be certified to administer WIDA assessments (both the WIDA screener and annual ACCESS assessment); certification will be achieved through the online trainings and certification quizzes provided by WIDA.

The ELL Coordinator will be responsible for the monitoring of English learners; monitoring will take place at the end of every grading period. The ELL Coordinator will distribute the monitoring form to classroom teachers, and classroom teachers will fill out the form for each of the ELLs in their classroom. The ELL Coordinator will work with the classroom teacher to explain the purpose of monitoring ELLs and what will be done with the monitoring data. If an ELL is not making progress in the classroom, the ELL Coordinator will update the student's ILEP with accommodations that are needed as well as a change in services provided by the ELL Coordinator and ELL Teachers. Parents will be notified of any changes in their child's ILEP and ELL services; changes made during the school year will be communicated with parents/guardians by both mail and phone calls.



(4) Curriculum and Instruction: What specific instructional programs, practices, and strategies will be employed to ensure academic success and equitable access to the core academic program for English Language Learners?

The ELL program will be designed to meet the three-pronged test under *Castañeda v. Pickard* (1981):

1. The program must be based on educational theory.
2. The program must be implemented effectively with sufficient resources and personnel.
3. The program must be evaluated to determine if students (ELLs) are making progress in overcoming their language barriers.

Educational Theory

English language learners will have an ELL program that will focus on language development grounded in WIDA; WIDA's theoretical framework includes the zone of proximal development (Vygotsky, 1978) and language is used for meaning making (Halliday & Hasan, 1985). Services in the ELL program will include pull-out instruction for at least 30 minutes 2-3 times a week with the ELL Teacher; the curriculum for the instruction will be based on the WIDA standards of using context for language learning. The ELL Teacher will also provide push-in services for those students at a lower level of English proficiency. Using the data from monitoring, intervention services will be provided to at-risk ELL students; intervention services will be designed to help students become successful in the academic content.

Effectively Implemented

With a projected enrollment of 480 students (of which approximately 35-45% will be identified as an ELL), our ELL program will have sufficient resources and personnel to meet the needs of our English language learners. We will hire an appropriate number of certified ELL Teachers to work with our ELLs.

Sufficient resources will be provided for the ELL program; this includes teaching materials (example: white board easels), reading material, realia, and access to technology for the ELL program to use during ELL services. There will be sufficient quantities of materials for use by the ELLs in the school; these materials will be appropriate for students' grade levels and level of language proficiency. Materials used by the ELL program will provide academic support aligned to Nevada's grade level standards.

The ELL Coordinator will also provide professional development to all the staff at Cactus Park; topics will include the overview of the ELL program, how ELL students are identified, WIDA's Can-Do Philosophy, and effective teaching strategies for working with English language learners. Professional development will be provided at least once per semester during the school year.



Evaluation of Program

Every year, Cactus Park will evaluate its ELL program to ensure the needs of the English language learners are being met. WIDA ACCESS results will be used to determine if the ELL program is making adequate yearly progress. When looking at the results, the ELL Coordinator will determine if the student is showing growth in their language proficiency every year he or she takes WIDA ACCESS. Nevada's ESSA State Plan includes a goal for newly identified English learners to reach language proficiency within six years (Nevada Department of Education Guidance Document for Title III English Learners and Immigrant Students, 2020, p. 14); WIDA ACCESS results will be used to determine if Cactus Park's ELL Program is helping ELL students meet this goal. If it is found that the ELL program is not meeting the needs of the ELL students, we will adjust our program in order to do so.

(5) Monitoring: What plans are in place for monitoring and evaluating the progress and success of ELL students, including the process for exiting students from ELL services as needed?

The ELL Coordinator will be responsible for the monitoring and evaluating the progress and success of the ELL student at Cactus Park.

Monitoring will be done through a form created by the ELL Coordinator; this form will be completed by classroom teachers at the end of each grading period. It will ask for information about the success of the student's ILEP, current academic strengths, and academic concerns for the student; it will also ask the classroom teacher if any changes need to be made to the child's ILEP. The ELL Coordinator will follow up with the classroom teacher about any changes in the ILEP and/or ELL services for the student. If it is found that a change in ELL services and/or the ILEP is needed, the parents/guardians of the student will be notified by both mail and phone call.

ELL students will be exited from ELL services once the student has met one of the criteria set by the Nevada Department of Education (student can meet either one to exit services):

1. The ELL achieves an overall Composite score of 4.5 or higher on the WIDA ACCESS.
2. The ELL achieves an overall Composite score of 4.0 on WIDA ACCESS **AND** met content proficiency on the state ELA and Math assessments **AND** met other additional requirements under the Nevada Department of Education (example: evidence the student can succeed academically without ELL services, student will graduate on time).

Once the student meets one of the exit criteria listed above, the ELL Coordinator will meet with the student and the student's parents/guardians to discuss exiting the student from ELL services. The ELL Coordinator will explain what this will mean for the student and their schooling (example: no longer taking the annual WIDA assessment, will no longer receive accommodations on standardized tests).



(6) Parental Involvement: What appropriate programs, activities, and procedures will be implemented for the participation of parents of ELLs?

Parents of English language learners will be able to participate in all programs available at Cactus Park. Parents will be invited to attend school-wide events, and programs and activities will be accessible in the parents' primary language when necessary. The ELL Coordinator will reach out to the parents of ELLs and invite them to programs and activities at the school.

School notices will also be provided in parents' primary language when possible. Parents will be invited to participate in parent-teacher conferences, and Cactus Park will provide an interpreter for parents who need one in order for parents to fully participate in conferences.

School staff will be informed of which staff to reach out to if they are needing an interpreter or a school notice translated for a family. If there is not a staff member available for a language, the ELL Coordinator will connect with local community resources to locate translators and interpreters to keep on call. The ELL Coordinator will maintain a list of translators and interpreters for the school to utilize.

(7) For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to ELLs. If you are not proposing to operate a distance education or virtual school, please explain that this is not applicable.

N/A as we are not doing a distance education program

(8) Please approximate how many students would qualify for these services. Please provide the rationale used in this approximation.

We anticipate 35-45% of our students to be eligible for ELL services. This is an estimate based off the location we intend to open within and based on current school numbers.

Homeless/Migrant Services

(1) Identification: What methods will you employ to identify families who qualify for homeless and/or migrant services? How will you work to avoid misidentification?

See response in 2) below

(2) Meeting the Need: How will you ensure that identified families receive the required services within the mandated timeframe?

Cactus Park will use an automated survey system so parents upon enrollment and throughout the year are able to express their specific needs as they pertain to housing, food insecurity, and homelessness. The Director of Social & Emotional Health alongside the Family and Community Coordinator will run lead on all partnerships with homeless shelters, food pantries, and other service organizations to ensure our families have what they need.



Based on the successful homeless/migrant services provided by the Indianapolis campus, pilotED Schools: North Las Vegas will be effective in tracking student housing status, provide support within the mandated time frame, and continually monitor student academic progress, social & emotional health, and general well-being through regular check-ins.

(3) For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students who qualify for homeless and/or migrant services. *If you are not proposing to operate a distance education or virtual school, please explain that this is not applicable.*

N/A as we are not opening a distance education school

SCHOOL STRUCTURE: CULTURE

(1) Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

A school's culture has a tremendous impact on the achievement of its students, morale of it's team, and the vision of its leadership. A strong and positive school culture that is aligned to Cactus Park's values and academic goals will put Cactus Park and team members on the path to becoming true leaders of change in their communities.

Cactus Park's sister campus, Bethel Park, in Indianapolis has defined, re-tooled, and intentionally built a positive school culture that has sustained over time – as evident by 100% staff retention (2020-2021) and reduced suspension levels (down from Y1 and Y2). Cactus Park has a shared vision of excellence that drives the understanding of what great teaching, student relationships, school culture, and family engagement looks like on a daily basis. It is necessary to have a warm and structured environment to drive academic success. Cactus Park expects all staff and students to create and cultivate a strong community based on the core values of: perseverance, relationship building, integrity, discipline, and engagement (PRIDE).

While great teaching is prioritized, so is the commitment to foster a culture that allows students and teachers to achieve great heights. A safe and supportive school depends upon the efforts of all members of the school community—teachers, students, administrators, parents, counselors, social workers, safety personnel, related service providers, cafeteria workers, custodians, and bus staff—to treat one another with mutual respect. These tenets are talked about at-length through daily school events, during parent/teacher conferences, Parent University, and in all handbooks. At the heart of pilotED's school culture, will be positive relationships, also underlined in identity class; students and staff will be caring, respectful, and committed to their communities, both their immediate communities (e.g., school and neighborhood) and the broader world.



To create a strong culture, there needs to be more than posters proclaiming the pillars of beliefs—students must be provided with the spaces to develop and model their moral and social capacities. School adults can and do play a vital role in these interactions. Their success depends in large part on their capacity for self-reflection, their commitment to making caring and respect priorities, and their ability to mobilize the moral energy and wisdom of students. With these capacities, adults can create the kind of school communities and climate that inspire students to be caring, imaginative, and hardworking to create a better and more just world. These are discussed in professional development, daily morning meetings, and in all PLCs.

Research

Beets, M. W., Flay, B. R., Vuchinich, S., Acock, A. C., Li, K., Allred, C. (2008). School climate and teachers' beliefs and attitudes associated with implementation of the positive action program: A diffusion of innovations model. Prevention Science, 9, 264–275

(2) Explain how you will create and implement this culture for students, teachers, administrators, and parents starting from the first day of school. Describe the plan for enculturating students who enter the school mid-year.

Cactus Park understands that students and adults internalize moral values and behaviors, as well as strong social skills, when they see them modeled by their peers, leadership, and other adults. Adults are not always aware how they are influencing peer and student moral and social development. Teachers and staff will model positive moral and social skills in a range of ways. To be positive role models, staff will commit to the ongoing development of their own moral and social capacities while ensuring the PRIDE system is at the cornerstone of the culture for the school's relationships (student and student & student and teacher).

Enculturating Students at the Beginning and Middle of the Year

The following PRIDE system is displayed, discussed, and modeled on a daily basis throughout the Cactus Park model.

Displays: New student handbook, new staff handbook, hiring of new team members, bright visual posters and plaques on the walls of each room (classrooms, hallways, front office), daily on the filmed morning announcements

Discussed: In every Identity class session, during morning meeting in each classroom, during filmed morning announcements

Modeled: weekly during school assemblies, daily during I-dos/we-dos/you-dos, Parent University sessions

Pillars of the PRIDE System

PERSEVERANCE: pilotED students, teachers, and staff understand that perseverance is necessary to overcome the obstacles that life throws. pilotED students are courageous learners who embrace obstacles and unlock challenges by designing creative



approaches and solutions. pilotED students engage in inquiry and exploration—both independently and collaboratively—to become self-reliant, creative, and resilient learners who view setbacks as opportunities to pursue new paths and ideas.

RELATIONSHIPS: pilotED students, teachers, and staff understand that lives are enriched by being part of a close-knit community where meaningful relationships with adults create a safe, caring environment to play, work, and learn. pilotED teachers and staff understand the importance of discussing and exploring everyone’s experiences and backgrounds and exposing students to other ideals and experiences which will serve as a way to bridge cultures and understandings about others.

INTEGRITY: pilotED students are powerful agents of change. They have the most wisdom about how the social dynamics of their school’s work and the most leverage with their peers. pilotED students exhibit strong moral character through honesty, fairness, and respect. pilotED empowers our community to make responsible choices in a world of opposing societal pressures. Our families, team members, and students will stand principled in their beliefs to identify and address bias and injustice in their everyday lives.

DISCIPLINE: pilotED students, teachers, and staff understand that discipline is the key to success. The pilotED community has clear rules and high expectations. All adults and students in the school community are expected to meet these expectations so that students can learn in a safe and orderly environment. Teachers and staff continuously reinforce these expectations in order to empower students to do what’s best for their education and for the community, supporting students as they build the internal discipline. Discipline is a form of self-control which includes staying focused, following rules and instructions, studying and reading every night, and establishing and adhering to personal routines that will lead to success.

ENGAGEMENT: pilotED teachers and staff understand that great schools create opportunities for students to acquire and develop the knowledge, skills and habits necessary to successfully design their own futures. pilotED Schools spark curiosity and ignite intellectual pursuit by asking students to question, explore in depth, consider multiple perspectives, and regularly reflect and evaluate their learning.

Positive Behavioral Interventions and Supports (PBIS)

PBIS is a pro-active schoolwide system that provides clear expectations for behaviors and consistent consequences for inappropriate behaviors across all school settings. Instead of a punitive, zero-tolerance model for discipline, pilotED will focus on the 5 pillars of beliefs that guide social and behavioral expectations and are positively stated and easy to remember: Leaders demonstrate Perseverance. Leaders build Positive Relationships. Leaders radiate Integrity. Leaders are Disciplined. Leaders remain Engaged.



(3) Please describe how you will evaluate school culture and evaluate implementation of your culture plan. Include how parent and student feedback will be incorporated in measuring your school's success in creating a positive culture.

Culture Department Goals and Evaluation of Effectiveness

- Goal 1: 3:1 Ratio of Positive to Negative Points on the DeansList Platform
 - DeansList positive and negative points are put in daily by teachers who observe student actions that are aligned/misaligned to the PRIDE system. These points, if higher or lower than the given norm for that grade-level, will be discussed during ongoing coaching by the Assistant Principal and during PLCs to ensure that adherence to the 3:1 ratio is understood.
 - If a student is given more than 50% the norm of negative points in a given 2-day period, positive interventions provided by our SEL and Culture team will be enacted in addition to a conversation with the teacher to ensure adherence to the 3:1 ratio. Parents/guardians will also be looped in with data backing the conversation.
- Goal 2: 0% Negative Biases Along Race, Gender, SES, etc
 - Regular monitoring is done of negative behavior points and suspension rates based on disaggregated data (race, age, gender, etc) to ensure there are not biases or negative trends on the part of teachers
- Goal 3: Positive TSR Data for Teachers Annually
 - TSR survey data is monitored to evaluate whether students feel supported and welcomed into class/school

Parent & Student Feedback

During TSR administration windows and during Parent University, regular feedback will not only be solicited by the leadership team at Cactus Park but it will also be implemented to ensure updated policies and practices that are reflective of such input. With Cactus Park already interviewing dozens of parents/guardians to solicit feedback about the school model, it is clear that the team has a strong desire to hear from parties that the model affects most.

(4) Describe the school's approach to help support all students' social and emotional needs. Detail the identification strategy, interventions, and remediation to be implemented and cite the research/rationale for the selected methods.

Cactus Park addresses the social-emotional needs of our student body and their families through a meticulous approach to intentional staffing, researched programs, identification, and interventions. The mission of the services being provided by pilotED's robust program is to provide comprehensive, culturally sensitive and relevant, school-based mental health and support services for students and their families. From our social identity curriculum to the Coordinator of Social & Emotional Health's daily duties (outlined in later staff descriptions), pilotED's model is heavily invested in student wellness. Services include case management, referral crisis intervention, life skills, daily meditation, utilization of calm corners in classrooms,



individual and family counseling, group therapy, staff wellness, and community outreach. Our entire social identity curriculum is research-backed, standards aligned, and rooted in best practices from Teaching Tolerance, the NAACP, Yale Center for Emotional Intelligence, and other pilotED partners.

(5) Discuss any required dress code or uniform policy.

Cactus Park requires uniforms in keeping with our positive culture goals more broadly which include the following:

- Help students feel a deep sense of belonging and ownership of their school community.
- Create an environment that minimizes stress and trauma for our students and promote equity while affirming identity (socioeconomic, gender).
- Build habits of leadership in our students that enable them to feel a sense of self-worth and purpose.

Uniform Pieces

- *Uniform Tops:* Students are expected to only wear a top with the pilotED logo on it every day, including outerwear like sweatshirts. Students are expected to wear a pilotED t-shirt during gym days.
- *Uniform Bottoms:* Students are expected to wear black, or khaki-colored pants. Jeans are not allowed. Joggers and sweatpants can be worn on gym days only.
- *Shoes:* Students can wear a variety of shoes provided that they follow the appearance guidelines for shoes.

Accessories and Appearance Guidelines

Cactus Park will use the following guidelines to determine acceptable types of accessories, shoes, jewelry, hair ties, headbands, etc.

- **Safety and Security:** Categorized by clothing deemed to be unsafe or unfit for day-to-day school activities (e.g open toed shoes), encouraging of violence, or gang-related behavior.
- **Vulgarity and Inclusiveness:** Categorized by clothing that is vulgar, supportive of drugs, alcohol, bigotry, sexism, racism, or otherwise offensive materials or messages
- **Academic and Behavioral Distraction:** Categorized by clothing that distracts from the attention of other students (e.g. jingling bracelets or earrings, blinking shoes, etc).

Out of Uniform Consequences

When a student is out of uniform the school will work with the student and a family member to correct it.

- If a student cannot get in contact with a parent/family member to bring the appropriate uniform, the school will lend uniform clothing (of whatever size and fit is available). If the uniform item is not kept in good condition, then the family will be responsible for reimbursing Cactus Park.



- Students frequently arriving out of uniform (more than 3 times) will have a parent or family meeting scheduled to discuss ongoing strategies to ensure the student follows the school uniform policy.
- If a student frequently changes their uniform throughout the day despite requests from staff to change it, consequences will be given by the Dean of Culture.

SCHOOL STRUCTURE: STUDENT DISCIPLINE

(1) Describe the school’s discipline policy. Discuss the practices the school will use to promote good discipline, including both penalties for infractions and incentives for positive behavior.

Cactus Park’s sister campus, Bethel Park Elementary in Indianapolis, has driven suspensions down in a 3-year period. Similarly, Cactus Park will use discipline strategies that are not simply punitive. Enforcing the school’s commitment to moral values and positive social interactions is a critical part of maintaining a positive school culture. Cactus Park’s students will be held accountable for their actions and for their

“Discipline of others isn’t punishment. You discipline to help, to improve, to correct, to prevent, not to punish, humiliate, or retaliate.”
-Coach John Wooden

responsibility to the school community. However, the Culture Team will not respond to violations of school values and policies with “zero tolerance” policies or with other forms of discipline that punish without teaching deeper lessons. Violations of school policies can provide opportunities for everyone, from students to teachers to administrators, to reflect on why an incident occurred and what should be done differently next time. This means including formative consequences that are both constructive and instructive as well as staff discussions about potential student and community needs that should be addressed.

Restorative Practices

Cactus Park maintains that every student, no matter age, race, gender, or socioeconomic status, has the right to a high-quality education that is not inhibited by punitive or zero-tolerance discipline practices. Cactus Park’s discipline policies are initially created to be woven throughout the curriculum and overall school culture. Because discipline is an integral part of the education process, these practices will support the students’ full development.

At Cactus Park, restorative practices (or restorative justice) is used to build a sense of community and to resolve conflict by repairing harm and restoring positive relationships through:

- Training teachers and staff
Cactus Park understands the value of restorative practices for everyone that is a part of the school community. This is why every staff member will be trained to use these practices in and out of the classroom. This will be reflecting in the classroom



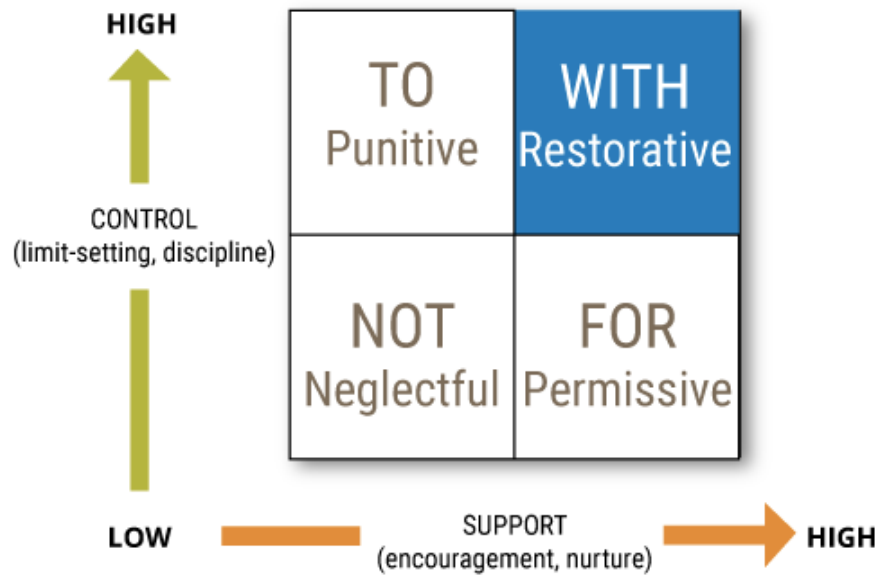
management protocol to help increase communication and work with students to reflect on how their actions impact others; and

- Consistent classroom circles
Teach and students will work together to develop core values for the classroom community, set academic goals, and to learn from one another;
- Using small group circles, fairness committees and peer juries when disciplinary issues happen
The culture team will be ever present to talk with students involved about the causes of the issues and identify positive solutions to repair the harm done to the community through responses such as mediation, community service, conflict resolution, etc.

In accordance with the International Institute for Restorative Practices, Cactus Park maintains that restorative practices are about doing things with students, rather than to or for them.

A common misconception of Restorative Justice systems is that they simply eliminate punitive consequences without addressing behavior, ultimately leading to a dangerous school

environment. In reality, RJ practices provide an alternative to these consequences, holding students accountable to make amends and repair harm. In addition, the restorative process, whether it is a circle or a conference or any other RJ practice, provides a platform for participants to build relationships and deepen understanding for each other. In this way, the consequences associated with RJ not only address misbehavior, but actively work to reduce the chance recurrence in the future. Through these practices, students are assigned and agree to consequences which address the harm caused. However, it must be noted that RJ is a voluntary process. Consequently, students choosing not to participate in RJ practices (i.e. circles, mediation, peer jury) or the agreed upon consequences will be subject to the punitive consequences outlined in Cactus Park’s Code of Conduct.



Adapted by Paul McCold and Ted Wachtel

Trauma Informed



As a trauma-informed school, Cactus Park is prepared to recognize and respond to those who have been impacted by traumatic stress. Students are provided with clear expectations and communication strategies to guide them through stressful situations. The goal is to not only provide tools to cope with extreme situations but to create an underlying culture of respect and support. According to the Treatment and Services Adaption Center,

A school reflects society. Within a school's walls are especially vulnerable students, such as those with pre-existing mental disorders, or those with histories of neglect, trauma, or violence. There are also at-risk students, such as students who are living in poverty, students who are ethnic and racial minorities, and gay, lesbian, bisexual, and transgendered students.

Due to their regular contact with students, teachers and staff are more likely to be aware of a child's victimization than are other authorities; and Cactus Park is proud to be in a position to provide holistic support for traumatized students. Although some might argue that teachers should focus solely on academics, the reality is that teachers can't teach effectively if their students are not able to focus on learning. Students cannot learn effectively when they are burdened by the effects of trauma or when they do not have strong communication and emotion regulation skills.

“...the reality is that teachers can't teach effectively if their students are not able to focus on learning. Students cannot learn effectively when they are burdened by the effects of trauma...”

Access to evidence-based interventions in the school setting as a response to trauma of any kind can reduce or eliminate the need for a student to receive future mental-health services. Students who are exposed to evidence-based interventions and the support of a trauma-informed school can acquire skills that can contribute to stronger resilience.

DeansList

In order to track daily trends in behavior, Cactus Park will use DeansList. DeansList is an enterprise-level data collection software that supports real-time information school-wide, leadership coaching, and year over year data analysis. DeansList connects teachers, administrators and parents to provide whole-child support. Teachers can add notes regarding specific student behaviors throughout the day. These notes can be incredibly useful in creating a narrative for the culture team and social workers. The data from DeansList will be converted into quantitatively disaggregated data (by day, week, month, race, behavior, etc.) which can be utilized to inform school culture and RTI decisions, lead RJ conferences, or identify positive and negative trends in student behavior. Through committed implementation of this program, decisions about behavior and potential adjustments to behavior policy will be data-driven.

Cactus Park will use DeansList's enterprise-level data collection software that supports real-time information school-wide, leadership coaching, and year—over—year data analysis. The data that is collected will be used



Positive Behaviors	Where a student receives praise, thanks, or compliment for demonstrating a P.R.I.D.E. Pillar.
Corrective Behaviors	When a student needs correction, growth, or an adjusted mindset toward a P.R.I.D.E. Pillar.

The Token Economy

Cactus Park establishes and maintains a student and teacher community that is efficient and orderly, warm and productive. The PRIDE Dollar system is one way that the staff, families, and students can measure their success in internalizing the school’s PRIDE values. The PRIDE Dollar system is a merit-based system in which students are “paid” \$10-\$20 PRIDE Dollars each day they arrive to school on-time, in uniform, in possession of the necessary materials, and prepared to demonstrate PRIDE values. Students who go above and beyond the school’s expectations may also earn additional positive PRIDE Dollars.

The PRIDE Dollar system is adapted appropriately based on the emotional and intellectual development of the child. The expectation is that students are participating appropriately within community and contributing to an efficient, orderly, warm, and productive environment. PRIDE Dollars are introduced in 3rd grade; each year thereafter, the concept of PRIDE Dollars as a measure of behavioral success adapts to the grade-level abilities and needs of pilotED students. For example, as students develop the ability to manage their own engagement in a classroom setting, students are held accountable for remaining engaged in a lesson through eye-contact and asking and answering questions. As students grow older, expectations for engagement may change. What remains constant is the expectation that students show the PRIDE values; what changes is the specific indicator of that value. Like positive rewards and consequences, negative consequences will be tracked using DeansList. Each consequence will have a dollar value attached that will be deducted based off the appropriate level of response.

Negative PRIDE Dollars*	Consequence(s)
-5	<ul style="list-style-type: none"> • In-classroom break; student goes to a designated part of the room or the sensory room (primary grades) for a 5-10-minute break • Report sent home • Referral to Reflection Room may be used for extra support.
-10	<ul style="list-style-type: none"> • Out-of-classroom break: student goes to a “Buddy” classroom for a 5-10-minute break • Parent phone-call and report sent home • Referral to Reflection Room may be used for extra support.**
-15	<ul style="list-style-type: none"> • Referral to Reflection Room. • Detention (recess or after school)
-20***	<ul style="list-style-type: none"> • Removal from classroom; in-school suspension for remainder of day • Referral to culture team / social worker



*The value indicates the number of negative dollars in one day. Each day, students begin with 20 PRIDE Dollars deposited into their bank accounts.

**Students will be referred to the Culture Coach in order to determine if any restorative steps need to be taken in order to reduce and prevent misbehaviors

***Excessively repeated minor offenses are considered a Serious Violation

Color Charts

Using DeansList, classrooms will utilize a color chart system which corresponds to the behaviors and point values. These charts will allow teachers to quickly track daily student positive and corrective behaviors. The color chart will align to the positive and corrective points and is outlined below:

Net Points*	Color
+5	Purple (pilotSuperStar)
+2	Blue
0**	Green**
-3	Yellow
-6	Orange
-9	Red

*Net point combine both positive and negative points. This means a student that has moved up a color due to positive behavior could still move back down due to negative behavior and vis versa (i.e. a student with 5 positive points and 5 negative would end on Green (0), not Purple or Yellow).

Discipline Policy

Cactus Park will use progressive levels of response when dealing with consequences.

Corrective responses provide a profound emphasis on what students are expected “to do and learn.” Corrective responses include a focus on instruction in appropriate behavior, culturally responsive support strategies and social emotional learning opportunities. The goals of assigning corrective responses and consequences are to maintain a safe environment, maximize all students’ learning, and improve students’ behavior and problem-solving skills. Appropriate interventions and consequences for students place an emphasis on correcting student behavior through classroom and school-based resources at the lowest possible level of intrusion and exclusion. All interventions will balance the needs of the student, needs of those affected by the behavior and the needs of the overall school community. When teachers and/or administrators consider corrective responses, restorative practices, or instructive consequences, the following factors will be considered:



- Student’s age, developmental level, and grade,
- Student’s prior behavior patterns and responses to interventions
- Student’s willingness to acknowledge his/her behavior,
- Student’s willingness to make restitution,
- Impact of the incident on the overall school community,
- Student’s intent and the severity of harm caused, and
- Parent/family’s level of involvement.

Levels of Corrective and Restorative Responses

- Level 1: Classroom and Building Based Corrective Responses
Level 1 corrective responses are appropriate for inappropriate behavior that should be managed by the teacher in the classroom and usually does not warrant a discipline referral to the administrator. These behaviors are of low level intensity, can be passive in nature, and are non-threatening. Level 1 corrective responses will NOT include removal from instruction, and the classroom teacher determines consequences.
- Level 2: Support Staff, Administrative and Classroom Teacher Corrective Responses
Level 2 corrective responses are appropriate for inappropriate behavior that should be managed by the teacher, with possible assistance from an administrator or member of the culture team, if needed for access to supports. These infractions will be addressed with corrective responses that will NOT include removal from school, but may include time in the reflection room.
- Level 3: Intensive Personalized Corrective Responses
Level 3 corrective responses are appropriate for inappropriate behaviors that are chronic in nature, significantly interfere with others’ safety or learning, are of a threatening or harmful nature and/or are legal violations and warrant administrative involvement. Level 3 responses to behavioral incidents may include in-school suspension on the first violation, if it is a safety related behavior.
- Level 4: Corrective Responses for Serious Violations
Level 4 corrective responses are appropriate for inappropriate behavior that seriously affects the learning environment or the safety of the student and/or others in the school or is a legal violation. Corrective responses at this level could include extended suspension, expulsion and/or referral to law enforcement.

Examples of Corrective Responses

Level	Definitions and Examples
1	Corrective responses at this level are designed to teach and reinforce appropriate behavior and reduce the amount of instructional time students lose. Instructional



	<p>responses should be used when the student’s inappropriate behavior is caused by lack of knowledge of a replacement behavior for the inappropriate behavior. Corrective responses should be used when a student knows and understands behavioral expectations, but situationally disregards behavioral expectations.</p>	
	<ul style="list-style-type: none"> • Restatement of expectation • Verbal or non-verbal re-direction • Proximity control 	<ul style="list-style-type: none"> • Differential reinforcement • Alter seating or assignment • Natural consequences
2	<p>Corrective responses at this level are appropriate for inappropriate behavior that is managed by the teacher, with possible assistance from member of the Culture Team or other administrators, if needed for access to supports. Level 2 responses are appropriate when Level 1 responses and school-wide supports have been put into place to address a behavior, but the behavior continues to negatively impact the learning of the student and others and/or the safety of students or self. These infractions will be addressed with corrective responses that will NOT include removal from school, but may include referral to Reflection Room.</p>	
	<ul style="list-style-type: none"> • Behavior Contract • Community Service • Parent Conference 	<ul style="list-style-type: none"> • Conference with Student • Silent Lunch • Loss of Privilege
3	<p>Level 3 corrective responses are appropriate for discipline incidents that significantly interfere with others’ safety and learning, are of a threatening or harmful nature and/or are legal violations that warrant administrative involvement. Level 3 responses are determined by a member of the Culture Team or other administrators. Committing a Level 3 infraction may result in a Reflection Day(s) or an out-of-school removal on the first violation or with repeated serious or dangerous behavior. For a behavior to be categorized as a repeated behavior, there should be written documentation of Level 1 and Level 2 interventions that have been implemented to reduce the frequency of the student’s behavior and teach the needed replacement behavior. When disciplinary responses require the removal of students from the classroom, the goal is to make sure that students continue their education, receive appropriate educational services, learn appropriate behavior and correct any harm they may have caused.</p>	
	<ul style="list-style-type: none"> • Reflection Day(s) • Loss of Privilege • Formal Restorative Conferencing 	<ul style="list-style-type: none"> • Referral to Culture Team • Behavior Contract • Check-in/out
4	<p>Level 4 corrective responses are appropriate for violations that seriously affect the learning environment or the safety of the student and/or others in the school and/or are legal violations. Corrective responses at this level could include extended suspension, expulsion and/or referral to law enforcement. Often behavior incidents at this level require school police involvement because the behavior violates the criminal code of Indiana. Prosecution and adjudication of criminal violations occur separately from the administration of school procedures. In determining the response to serious violations,</p>	



	the administration will consider the factors impacting decisions related to consequences outlined in Level 3.	
	<ul style="list-style-type: none"> • Out of School Suspension • Assignment to Special Program or Alternative Program 	<ul style="list-style-type: none"> • Probationary Contract • Expulsion

(2) Describe the procedures for due process when a student is suspended or expelled as a result of a code of conduct violation, including a description of the appeal process that the school will employ for students facing expulsion.

Due Process and Appeal (Suspensions and Expulsions)

In the event of possible suspensions and/or expulsions, Cactus Park will follow the guidelines established by other school districts as best practice:

Whenever a student is accused of committing a violation of the Student Code of Conduct, he or she has the right to due process. This means that he or she must: (1) be informed of the charges and evidence, (2) be provided with an opportunity to present his or her side of the case; and (3) be provided with an opportunity to appeal the decision.

A student or parent may request that the student stay in school during the appeal of a suspension. A student determined by the principal or the DSC to be a danger to himself or herself and others or is likely to be disruptive or destructive shall not be allowed to attend school during the appeal process.

Appeals are to follow the Procedures for Resolution of Parent/Guardian Concerns.

Procedures for Resolution of Parent/Guardian Concerns

Cactus Park is committed to maintaining a strong partnership and ongoing dialogue between its teachers, staff, scholars, and families. If there is have a concern about a school policy, academic grade, discipline decision, or anything else, the school welcomes your input and encourages you to contact the appropriate staff member at the school. Cactus Park is committed to addressing the concerns of families and seeking a resolution that, first and foremost, benefits the academic development of your student toward success outside of the school’s walls.

Informal Complaint Process. For academic issues the first call should be to the Assistant Principal. The AP will collaborate with the teacher to address any parent/guardian concerns. If there is not a resolution to the problem, the parent/ guardian should then contact the principal. All issues will be mediated at this level and the appropriate decisions will be made.



Discipline problems should first be discussed with the Dean of Culture. The Dean of Culture will collaborate with the teacher to address any parent guardian concerns. If there is no resolution to the problem, the parent/guardian should then contact the principal. All issues will be mediated at this level and the appropriate decisions will be made.

Formal Complaint Process. If the informal complaint process fails to produce a satisfactory resolution, a parent or guardian may initiate a formal complaint by submitting a letter in writing to the principal outlining, in detail, the events, policies, or decisions at issue. Within a week of a formal complaint being filed, the principal will promptly conduct a thorough investigation into the matter and issue a response in writing detailing his or her findings and recommendations. If the parent or guardian is still not satisfied, he or she may appeal the school leader's determination to the Board.

Board of Directors. If the matter still remains unresolved, the parent or guardian may write to the Board of Directors to request a review. A designated Board committee will schedule a meeting, at which time the parent will have an opportunity to address his or her concerns. The committee will issue a report on its findings to the Board prior to the next regular meeting, and the Board may take action as appropriate based on the committee's recommendations. A parent wishing to attend a Board meeting will be permitted to speak but will be asked to limit his or her comments to 3 minutes. If additional time is necessary for public participation and comments, an extra 30 minutes will be allotted at the end of the Board meeting. A parent or guardian may address the Board at any meeting without going through the informal and formal complaint processes outlined above, but the Board encourages these constructive conversations with the relevant parties prior to direct outreach to the Board. The Board has the power and duty to take action as appropriate.

Authorizer. If, after presentation of the complaint to the Board of Directors, the parent or guardian believes that the Board has not adequately addressed the complaint, the parent or guardian may present the complaint to the school's authorizer, which may investigate and respond. The authorizer has the power and duty to take remedial action as appropriate.

(3) Describe the process for completing a plan of action based on restorative justice prior to engaging in suspension and/or expulsion proceedings as required under Assembly Bill 168 (2019).

See earlier section 1)

(4) Who will be responsible for implementing the school's discipline policy, including ensuring that accurate disciplinary records are maintained, and that discipline data is reported to the SPCSA?

Cactus Park employs a school-wide approach to discipline and Positive Behavior Incentive Systems (PBIS). Teachers form the base of this system, by upholding the Student Code of Conduct when reinforcing positive behaviors and addressing negative behaviors. Level 1



offenses, as described in the Student Code of Conduct, are those that should be managed by teachers, within the classroom, and without support from administrators.

When a behavior rises to a Level 2 or greater, administrators (Dean of Culture, Assistant Principal, or Principal) may be asked to step in to assign consequences and resolve issues. If behaviors become repetitive, other culture team members, such as the Social Worker or Director of Social and Emotional Health, may also be asked to support.

In order to ensure consistency in the implementation of Cactus Park's discipline policy, all staff members, from teachers, to administrators, to bus drivers, will receive the same beginning of year training in the Student Code of Conduct, and Cactus Park's approach to discipline.

(5) How will the school track discipline data and how will this data be used make needed changes for school culture? What actions does the school plan to take in order to monitor for and prevent disparities in discipline practices between student groups? For CMO applicants, and applicants intending to contract with a CMO or EMO, describe how the schools currently affiliated with the CMO/EMO have monitored for and addressed any disparities in discipline practices between student groups.

Daily behavior and discipline data is collected through DeansList (described in detail above) which the school and CMO, as mentioned earlier, will use to make decisions. This system tracks minor point deductions, as well as more serious, referrals and associated consequences.

(6) Describe the school's proposed parent grievance policy.

See earlier section

SCHOOL STRUCTURE: CALENDAR AND SCHEDULE

(1) As Attachment 3, provide the annual academic schedule for the school (included in the student/parent handbook). Explain how the calendar reflects the needs of the student population and the educational model.

Cactus Park's year-long academic calendar was created keeping in mind the demands and workload of both our students and teachers throughout the year. Our calendar is comprised of four quarters, each about 10 weeks in length, resulting in a minimum of 180 total days of instruction. Each quarter will be broken up by an extended break to ensure that students and teachers avoid burn-out and get the most out of each instructional day. We strive to limit the detrimental effects of summer loss, which disproportionately affects low-income and minority students, by having longer breaks throughout the year with a shorter summer break.



In the Fall and Spring (between Q1 and Q2 and between Q3 and Q4 respectively), there will be a two-week long break in normal instruction. During the first week of this break, students that have been identified for remediation from Interim assessments will receive five days additional days of instruction utilizing our pilotPod model. Smaller class sizes and targeted instruction to specific areas of deficiency will allow students to catch-up to their peers and ensure that they are prepared for the upcoming curriculum. Teachers and aides will be required to instruct during one of these Intersession breaks; enrichment and civic engagement activities will also be made available by volunteering staff and community members for students not participating in classes during this Intersession week.

The final quarter of the school year is intentionally one-week longer to both counteract many instructional days interrupted by standardized testing and avoid adding additional days due to weather cancellations during other times in the year. Depending on available funding, a summer intersession will also be offered to students in the weeks following the last day of school. Teachers and staff will be trained in Cactus Park systems and practices during a 3-week pilotCamp/professional development series each summer in the weeks preceding the first day of school.

(2) Describe the structure of the school day and week, including the length of the school day, start times, and dismissal times. Include the number of instructional minutes/hours in a day for core subjects such as language arts, mathematics, science, and social studies. Explain why the school's daily and weekly schedule will be optimal for the school model and for student learning. Provide the minimum number of hours/minutes per day and week that the school will devote to academic instruction in each grade.

1. A typical school day begins at 7:30AM for teachers and 8:00AM for students. During the day students receive roughly five and a half hours of direct classroom instruction in the core subjects (Reading, Mathematics, Science and Social Studies), Specials (Gym, Art, Foreign Language and Tech) and Identity. All students are dismissed at 4:00PM each day, with after-school enrichment activities and child care offered to families that need it.
2. In addition to our hours of academic instruction, an important characteristic of our schedule will include non-academic time to allow students time to make connections with teachers and classmates and break from the day. These non-academic minutes include:
 - Morning Meetings (primary) & Homeroom (middle): Morning meetings and homeroom blocks are used prepare the class for the day of instruction ahead. In addition, this time can be used to make announcements, collect forms, and align student energy prior to instruction.
 - Afternoon Meetings: Used in the primary grades, this time allows teachers an opportunity to regroup with students, make announcements/reminders for the upcoming day, and pass out any forms to go home.
 - Calm Classroom: This research-backed program teaches students mindfulness techniques which allow them to reengage and focus on classwork. In the primary



grades time has been built into the schedule after lunch and recess to perform these practices. While time is not built into the middle school schedule, it will be the teacher’s discretion if they feel implementing components of this program could be beneficial.

- Clubs: Cactus Park believes that students should have time throughout the week to explore other interests outside of their core academic subjects. Clubs will be led by teachers, aides or other staff members who have an interest or expertise within that clubs’ theme.
- Civic Engagement: Opportunities for students to participate in civic engagement activities will be facilitated throughout the school day, during non-academic time (recess, Clubs, AM/PM meetings) or academic time with approval from the classroom teacher (e.g. a student finishes an assessment early and asks to go assist in cleaning up the cafeteria).

The use of a longer school day from Monday to Thursday is intentional to allow for half-days on Fridays without losing any valuable time of instruction; these half-days serve an important purpose in the innovative pilotPod model of instruction. Large blocks of time will be utilized to accommodate the flex groupings and small group instruction fundamental to this model (more information on pilotPods can be found earlier). In addition, this flexibility in scheduling will allow teachers and aides to hold clubs, enrichment and civic engagement opportunities for students each Friday. In the afternoon on Friday, staff meetings, professional development, data analysis and collaboration for the following week among teachers, aides and administration will take place.

Students will spend their day in self-contained classes with time allotted for core subjects, transitions, breaks and specials. Cactus Park acknowledges that an 8-hour school day is lengthy for our youngest students, and our primary schedule has been adjusted to reflect this fact. Each day includes non-instructional minutes in the form of morning and afternoon meetings and Calm Classroom right after lunch to allow students time to break mentally and build relationships with their teacher and classmates.

Subject	M/W	T/R	F	Weekly Totals
Reading	90	90	75	435 minutes/5.25 hours
Writing	0	30	0	60 minutes/1 hour
Mathematics	90	90	60	420 minutes/5 hours
Science	90	90	0	360 minutes/6 hours
Social Studies	90	0	0	180 minutes/3 hours



Identity	0	60	0	120 minutes/2 hours
Specials	45	45	0	180 minutes/3 hours

(3) Describe your goal for student attendance and explain how you will ensure high rates of student attendance. Who will be responsible for collecting and monitoring attendance data? What supports will be in place to reduce truancy and chronic absenteeism?

The Coordinator of Social and Emotional Health will be responsible for collecting and monitoring attendance at Cactus Park with the goal being 95% attendance. This will be accomplished with a multi-pronged approach.

First, there will be an accountability piece by way of a clear attendance policy that will ensure compliance with all Federal and State laws. This will be clearly communicated with all families. Families will be consistently updated on their student's current attendance status to assist them with tracking. Secondly, goals will be set, and high rates of attendance will be positively incentivized at the school level, grade level, classroom level, and/or individual level, based on need. And finally, and perhaps most importantly, the staff of each school will continually work on building relationships with families and students to increase their desire to be a part of the school family. This will also include working to help identify and reduce barriers contributing to chronic absenteeism.





4) Operations Plan

BOARD GOVERNANCE

Describe the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies. Explain how the board will evaluate the success of the school and school leader; and how the board will ensure that there will be active and effective representation of key stakeholders, including parents.

Board of Directors - Primary Roles

The Board of Directors will continue to set compensation for, hire, support, and evaluate Cactus Park Elementary's School Principal. Additionally, the Board will delegate all day-to-day management decisions to the School Principal. The Principal will report to the Board and will hire, support, and evaluate all school business and operations staff, the school's leadership team members and the overall instructional program and instructional staff members. The Principal will report back through written management reports, financial, operational and academic dashboards provided to the Board at bi-monthly Board meetings, publicly held in full accordance with open meeting standards.

Board of Directors - Evaluations

With school and organizational leadership playing an invaluable role in student outcomes, the Board of Directors will hold important authority over determining the effectiveness of school and organizational leaders. Cactus Park Elementary believes that exceptional school and organizational leaders exhibit high business acumen, uphold a positive and palpable culture for students and teachers, and ensure rigorous academics are at the forefront of the institution's vision. Due to these internal beliefs, Cactus Park Elementary's Board is responsible for the following tasks:

- Holding conversations and making lasting decisions as transparently as possible
- Recruiting, hiring, evaluating, and firing the organization's principal and making strong recommendations to such principal regarding the effectiveness of the school's leadership team
- Maintain regular committee meetings in the areas of Academic Excellence, Governance, and Finance

The Board of Directors will be evaluating the success of the school and the school leader using an evidenced-based points system on a scale from 0 to 4. Both quantitative and qualitative evidence will be collected from student achievement data, staff retention data, financial data, and all-staff survey data. The school leader will be evaluated on the following categories:

1. Student Achievement
2. Instructional Leadership
3. Organizational Excellence
4. Professional and Ethical Behavior

If a school leader is unable to meet the targeted metric of 3 out of 4 in the annual evaluation, the school leader will be put on an improvement plan effective immediately. If the school leader is unable to meet the demands from the improvement by the set time determined by the Board of Directors, the school leader may be terminated.

[Rubric Alignment] Clear delineation of authority and working relationship between the governing body and school staff.



2. Summarize the qualifications and experience of proposed members of the governing body of the school. Please identify each proposed board member and describe why they are uniquely qualified to serve on this governing board serving this target community. Additionally, please submit the requested board information in the provided Board Member Template (provide as Attachment 4).

Current Board Members

Cecelia Gonzalez

Nevada Assemblywoman for the 16th District

Bachelors, Criminal Justice & Sociology (University of Nevada, Las Vegas)

Masters of Education, Multicultural Education (University of Nevada, Las Vegas)

Qualifications: Partnerships-driven, multicultural education background, previous educator, laser-focused on community relationships, fundraising experience

Dinisha Mingo

Chief Executive Officer, Mingo Health Solutions (MHS)

Bachelors, Psychology (Concordia University, Portland)

Masters, Educational Psychology (University of Nevada, Las Vegas)

Qualifications: Mental health and wellness professional, business development and leadership, board and governance experience, nonprofit management, civically-minded, educational psychology background

Angela Cook

Associate Attorney in the Children’s Attorneys Project (CAP), Legal Aid Center of Southern Nevada

Bachelors, Criminal Justice (University of Nevada, Las Vegas)

Masters, Criminal Justice (University of Nevada, Las Vegas)

Juris Doctor (University of Nevada, Las Vegas – William S. Boyd School of Law)

Qualifications: Nevada education law, child and family well-being, student mental health and wellness, social work, educational advocacy, governance experience

[Rubric Alignment] Qualifications and experience levels of governing body members with legal experience significantly exceeds the statutory minimum requirements and demonstrates a proven track record of successful management or oversight of complex, high risk/high profile legal matters.

[Rubric Alignment] Qualifications and experience levels of governing body members with human resources experience significantly exceeds the statutory minimum requirements and demonstrates proven track record of successful management or oversight of a human resource function or process in a mid- sized to large employer with staffing levels equivalent to those of the school at full capacity.

A sponsor may not accept an application from a committee to form a charter school whose membership includes:

- (a) A potential contractor of the proposed charter school;**
- (b) A potential lessor of a facility that the proposed charter school may lease;**
- (c) A representative of an educational management organization with which the proposed charter school may contract;**
- (d) A person related by blood or marriage to a person described in paragraph (a), (b) or (c); or**
- (e) Two or more persons who are related by blood or marriage to each other.**



3. Provide, as Attachment 5, a completed, signed, and notarized Board Member Information Sheet for each proposed Board member as well as the board member's resume and a thoughtful biographical summary outlining the particular qualifications of each board member as relates to both service on a public charter school board and to the specific needs of this particular proposed charter school.

See Attachment 5 - Board Member Information Sheet

[Rubric Alignment] Demonstrates that the membership of the governing body will contribute the wide range of relevant knowledge, skills, and commitment needed to oversee a successful charter school, including but not limited to educational, financial, accounting, legal, and community experience and expertise, as well as special skill set to reflect school-specific programs, if applicable (e.g., STEM, fine arts, blended learning, alternative programs, etc.)

4. If the full founding board has not yet been identified, explain how and when the additional board members will be identified.

Finalizing Board Members

Our team has already identified highly qualified and interested potential board members. Not only are they mission aligned and fiercely passionate for innovative schools such as ours, but they also have highly relevant professional backgrounds and long-term experience in classrooms and brick and mortar schools in the state of Nevada. The pairing of their skillsets and knowledge would complement the current Board of Directors seamlessly in ensuring a diverse team. See below for individuals that are in the final stages of joining the Board of Directors where offer letters have been made and ongoing conversations are continuing:

Sheila Weathers

Teacher, Clark County School District

Bachelors, Business Administration (Clark Atlanta University)

Masters, Elementary Education (Loyola Marymount University, Los Angeles)

Qualifications: K-12 education, student and teacher experience, instructional coaching, curriculum development, social emotional learning, education policy advocacy, culturally relevant education

Kimberly Lapuz

Special Education Administrator, Washoe County School District - Reno

Masters, Special Education - Autism Studies

Qualifications: charter school board governance, K-12 education, special education, student and teacher experience, mental health

Alex Bybee

Senior Director of Communications & Strategic Affairs, Communities in Schools of Nevada

Bachelors, Political Science and Government (University of Nevada, Reno)

Qualifications: education policy advocacy, community relations, non-profit management, mental health, civically minded

Timeline for formally adding new board members:

- August 2021 - final interview and offers made



- September 2021 - board meeting with new board members

Board of Directors - Growth

pilotED Schools of Nevada's Board consists of 3 signed members and will continue to grow and refine its strategy for selecting high-impact leaders for membership. Continued Board growth will include increasing the size of the Board in the upcoming months and years. Cactus Park Elementary believes that the Board could be enhanced with the opportunistic addition of individuals with the following experience or background:

- Strong charter school governance track record
- Marketing expertise
- Facility or real estate expertise
- Strong community ties
- Strong expertise regarding the educational model

pilotED Schools of Nevada's goal would be to opportunistically add two additional board members in the next 12 months to the Board bringing the total number of board members to 5-7. New members must add to the diversity of the current team from either a professional or demographic perspective, as it is a priority to avoid significant redundancy. pilotED Schools of Nevada is currently prospecting a parent/guardian and a community member to join its founding Board.

[Rubric Alignment] Qualifications and experience levels of governing body members who are licensed Nevada educators significantly exceeds the statutory minimum requirements and demonstrates proven track record of significant academic gains in the classroom (for classroom teacher) or school level (for an administrator) in schools which serve populations similar to the target population.

[Rubric Alignment] Proposed governance structure is likely to ensure effective governance and meaningful oversight of school performance, operations, and financials. The proposed governing body demonstrates capacity and expertise to successfully oversee a school.

[Rubric Alignment] Qualifications and experience levels of governing body members with accounting and finance experience significantly exceeds the statutory minimum requirements and demonstrates a proven track record of successful management or oversight of a multi-million-dollar entity.

5. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Provide, as Attachment 6, the board's proposed Bylaws, Code of Ethics, and Conflict of Interest policy.

See Attachment 6

[Rubric Alignment] Clear delineation of authority and working relationship between the governing body and school staff.

6. Identify any existing relationships that could pose actual or perceived conflicts if the application is approved; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts. *If these relationships pertain to members of the committee to form, this information should match the committee to form disclosures.*

There are no existing relationships that could pose actual or perceived conflicts.

[Rubric Alignment] Clear delineation of authority and working relationship between the governing body and school staff.



7. Describe plans for increasing the capacity of the governing board. How will the board expand and develop over time?

Board of Directors - Membership, and Recruitment

Although the Board is generally consensus-oriented, we believe that it is important to maintain an odd number of members to avoid deadlock during strategic votes. Cactus Park Elementary will be cautious in its practice of adding more members, because while having more members of the Board will increase the pool of experience, background, and ideas, having an oversized board can also create inefficiencies, including logistical challenges of setting mutually convenient board meeting times, extended decision-making time, and potential divergence on long-term growth and operational strategies. New Board members would be vetted through a process of community engagement and through a comparison of experiences and background with the current members of the Board to ensure the value of the new additions.

To ensure that the board is compliant with charter board requirements, but more importantly, represents the community the school serves, one board seat is reserved for a parent of a Cactus Park Elementary student. As there are currently no students, this parent board member will be identified and onboarded during Spring 2022 through extensive community engagement such as parent-focus groups, led by the principal, Board Chair, and Community Outreach Coordinator. The policies for recruiting, adding, and vetting prospective members are outlined in the attached organizational bylaws.

To ensure that Cactus Park Elementary’s Board is as diverse as its student body and aligned to the organization’s identity-forward mission, a continual push for gender, religious, age, race, ethnicity, nationality, sexual orientation, and other identity inclusion will occur.

8. Describe the kinds of orientation or training new board members will receive and what kinds of ongoing development existing board members will receive. The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.

Board of Directors - Training

Cactus Park Elementary is continually utilizing strategies and training materials from local, regional, and national charter schools and educational non-profits such as Education Board Partners, KIPP, and NewSchools Venture Fund. Each year, there is an annual meeting at the annual retreat where outside partners can train and review the duties and responsibilities of the members of the Board to ensure that the board is operating as efficiently and effectively as possible.

Additionally, at the time of onboarding any new members of the Board, each new member receives a handbook containing, (1) Articles of Incorporation, (2) Bylaws, (3) Conflict of Interest Policy, (4) Ethics Policy, (5) List of Committees, and (6) a Primer regarding fiduciary responsibilities of a Board member.

See timetable, specific topics, and requirements for participation.

When	Topics	Requirements
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<p>August 2021 <i>Annual Retreat</i> <i>Provided by third party group - Education Board Partners</i></p>	<ul style="list-style-type: none"> -Life Cycles of Charter School Boards -Highly Effective Board Chairs -Board Committees (Finance, Governance, Academic Excellence, Executive, Development) -Effective Meetings -Calendar & Meeting Templates -Board Meeting Agenda -Meeting Minutes 	<p>-Members and officers only</p>
<p>August 2021 <i>Onboarding new board members or when composition of the board changes</i></p>	<ul style="list-style-type: none"> -Handbook -Articles of Incorporation -Bylaws -Conflict of Interest Policy -Ethics Policy -List of Committees -Fiduciary Responsibilities 	<p>-Members and officers only</p>

[Rubric Alignment] Provides plans for meaningful, appropriate training for board members on a reasonable basis. Training is provided by experienced, third parties and contemplates on-boarding for new members, or when the composition of the board changes.

9. Describe the working relationship between the board and staff (academic, operations, and financial) and the working relationship between the board, staff, and any education management organization. Outline the regular reports that will be provided to the board, their frequency, and who will provide them. This may include financial, operational, and/or or academic reports.

Local Board + School Leadership	
Academic	<ul style="list-style-type: none"> • Hiring, evaluating, and firing the School Leader • Weekly check-ins between School Leader and board chair. • Monthly reports provided to the Academic Excellence Committee on the board by the School Leader and Assistant Principal as well as to the entire board by the Academic Excellence Committee. Reports include invaluable data on: <ul style="list-style-type: none"> -NWEA Map assessment scores -SBAC assessment scores -Attendance
Operations	<ul style="list-style-type: none"> • Weekly check-ins between School Leader and board chair. • Monthly reports provided to the Finance Committee on the board by the School Leader and Operations Manager as well as to the entire board by the



	<p>Finance Committee. Reports include invaluable data on:</p> <ul style="list-style-type: none"> -Facility needs -Staff retention -Student retention -Staff satisfaction -Enrollment
Financial	<ul style="list-style-type: none"> • Weekly check-ins between School Leader and board chair. • Monthly reports provided to the Finance Committee on the board by the School Leader as well as to the entire board by the Finance Committee. Reports include invaluable data on: <ul style="list-style-type: none"> -Enrollment variance -Cash-on-hand -EOM financial standing report -Fundraising -Budget-to-actuals
<p>Charter Management Organization + Local Board/School Leadership</p>	
Academic	<ul style="list-style-type: none"> • Annual trainings, bi-monthly site visits, and monthly check-ins between pilotED Foundation CEO and School Leader
Operations	<ul style="list-style-type: none"> • Annual trainings, bi-monthly site visits, and monthly check-ins between pilotED Foundation CEO and COO and School Leader
Financial	<ul style="list-style-type: none"> • Annual trainings, bi-monthly site visits, and monthly check-ins between pilotED Foundation CEO and COO and School Leader

[Rubric Alignment] Provides plans for meaningful, appropriate training for board members on a reasonable basis. Training is provided by experienced, third parties and contemplates on-boarding for new members, or when the composition of the board changes.

[Rubric Alignment] The board articulates a clear, ambitious, data-driven set of standards and criteria that the school leader must satisfy in order to keep the school on track to achieve its vision.

10. Describe any board committees, advisory bodies, or councils to be formed, 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.

At this time, Cactus Park Elementary will not utilize advisory bodies or councils but will forever solicit feedback from families and community members through the use of our PTA, Parent University, and our town halls.



11. 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.

Please see the section earlier in the application titled *Procedures for Resolution of Parent/Guardian Concerns*.

[Rubric Alignment] Describes the process for resolving student/parent objections and the mechanism for removal of governing body members if needed

12. What goals will be established for the board and how will board members be held accountable? Outline the key expectations for board members in the table below. You may add rows as appropriate. What actions would trigger removal from the board and under what process?

The Cactus Park Elementary Board of Directors utilizes the following system to evaluate itself, be evaluated by the school leader, and be held accountable through measures of self-governance, authorizer accountability, and accountability to parents and community members:

Mission and Goals

Statements of the organization’s mission are well-understood and supported by the board.
Board meeting presentations and discussions consistently reference the organization’s mission statement.
The board evaluates the organization’s performance on a regular basis by comparing the stated mission to actual operational achievements.
Annually, the board sets annual goals and keeps goals at the forefront of all board decisions throughout year. Goals include board attendance, give/get, compliance to charter, and operational/financial excellence.
The board fully understands and is supportive of the strategic planning process of the organization.
The board actively engages in discussion around strategic issues.

Governance and Policy

The board has established, adopted, and revised policies that are clear and up to date.
The board follows its established policies.
The board reviews its own performance and measures its own effectiveness in governance work.
The board is actively engaged in the board development processes.
Information provided by CEO/Principal is adequate to ensure effective board governance and decision-making.
The board has a process to review policies for cultural, racial, ethnic, gender bias and approaches decision-making from multiple perspectives.

Board Meetings



Board meetings are well attended, with near full turnout at each meeting.
Each board meeting includes an opportunity for learning about the organization’s activities.
Board members receive meeting agendas and supporting materials in time for adequate advance review.
The board chair effectively and appropriately leads and facilitates the board meetings and the policy and governance work of the board.
Board meetings are frequent enough to ensure effective governance.
Board meetings are long enough to accomplish the board’s work.
Board members fully and positively participate in discussions.

Board Members

Nomination and appointment of board members follow clearly established procedures using known criteria.
Newly elected board members receive adequate orientation to their role and what is expected of them.
The board size is adequate to effectively govern the organization.
The board has a range of talents, experience, and knowledge to accomplish its role and uses its members skills effectively.
The board makeup is diverse with experience, skills, ethnicity, gender, denomination, and age group.
Each board member participates in financially supporting the organization on an annual basis.
Board members understand their legal and ethical responsibilities to the organization (duty of care, duty of loyalty, conflict of interest reporting)

Board Organization

Any standing committees of the board meet regularly and report to the board. Any committee actions taken are reported to the board.
The committee structure logically addresses the organization’s areas of operation.
All committees have adequate agendas and minutes for each meeting.
All committees address issues of substance.

Accountability and Performance Monitoring

The board adequately oversees the financial performance and fiduciary accountability of the organization.
The board receives regular financial updates and takes necessary steps to ensure the operations of the organization are sound.
The board regularly reviews and evaluates the performance of the CEO.
The board’s priority and focus are on student achievement and success. Data is used to identify and address priorities, and policy decisions are linked to student achievement data.
The board sets goals annually and then reviews those specific goals as part of the self-evaluation process

[Rubric Alignment] Goals are clear and measurable, and contribute to improved academic outcomes for students and overall advancement of the organization

Additionally, as outlined in the Bylaws, “Any Director may resign at any time by giving written notice to the Chair of the Board. Such resignation, which may or may not be made contingent on formal acceptance, shall take effect on the date of receipt or at any later time specified therein; provided, however, that if such resignation would cause the number of Directors to be less than the

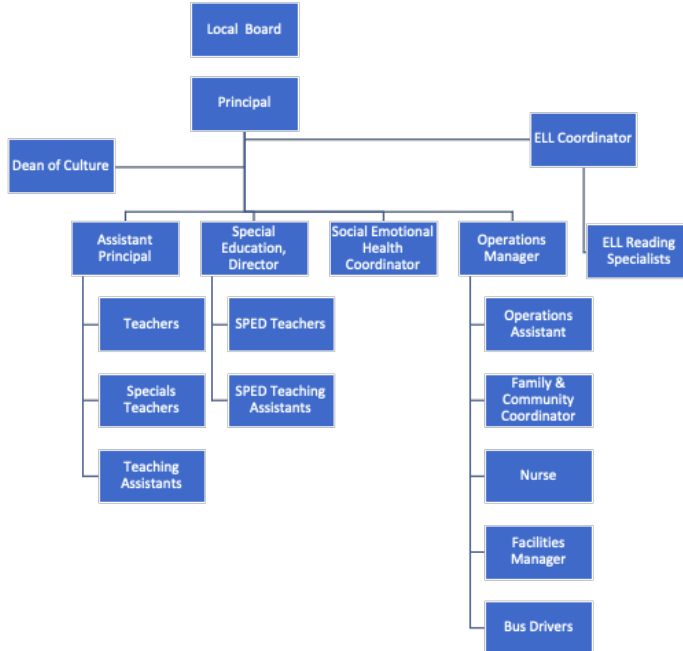


minimum as provided in Article III, such resignation shall not be effective until a successor Director is elected by the Board. Any member of the Board may be removed with or without cause at any time by resolution adopted by a two-thirds (2/3) vote of the Board via a secret ballot.”

1. LEADERSHIP TEAM

1. Describe the proposed organizational model; include the following information:

1. Organizational charts for year one and one for when the school is at full capacity



[Rubric Alignment] The organizational chart clearly indicates all positions delineating board and management roles and lines of authority.

- b. Job descriptions for each leadership role (provide as Attachment 7)
See Attachment 7 - Leadership Job Descriptions
- c. Resumes of all current leadership (provide as Attachment 8). NOTE: It is strongly encouraged that high quality school leaders/principals with strong track records of success with the target population be identified for any school which wishes to open in the 2022-23 school year.
See Attachment 8
- d. Previous student achievement data for the individual primarily responsible for academic programming (provide as part of Attachment 9)
See Attachment 9

2. Describe the team’s individual and collective qualifications for implementing the school design successfully, including capacity in areas such as:

- a. **School leadership, operations, and governance;**



- b. **Curriculum, instruction, and assessment;**
- c. **At-risk students and students with special needs;**
- d. **Performance management; and**
- e. **Parent and community engagement.**

Leadership Team Chart of Qualifications and Duties

<p>Jacob Allen Chief Executive Officer, pilotED Foundation</p>	<p>Reporting to the pilotED Foundation Board of Directors, the CEO serves as the chief administrator and consultant of the schools supported by the pilotED Foundation by assisting the local board and School Principal with developing and implementing best practices in the areas of school policies, programs, curriculum activities, and finances in a manner that promotes the educational development of each student and the professional development of each staff member. Additionally, expertise in the areas of social emotional health, finance, assessment, parent and community engagement, and compliance will be shared with the local board and School Principal to ensure a strong environment for team members, leaders, and students.</p> <p>Qualifications of Jacob Allen: <i>Masters, Government (Harvard University)</i> <i>Graduate Certification, School Management & Leadership (Harvard University)</i> <i>Bachelors, Society, Ethics, and Human Behavior (University of Washington)</i></p> <ul style="list-style-type: none"> • Launched and ran Indianapolis-based pilotED School for 3 years • During tenure, first campus achieved top score in the state of Indiana for parent satisfaction and community outreach and received a top 10% score for most diverse student body • Received a staff satisfaction score of 4.5/5 • Doubled the number of students achieving their NWEA growth goals in one year • Received fellowships from NewSchools Venture Fund, Camelback Ventures, The Mind Trust, Echoing Green, and the Kellogg School of Management at Northwestern University. • Raised over \$3.5M in philanthropy in 2 years to launch first school • Drove staff retention rates from 25% to 90% in two years • Work has been featured in PBS, NBC TODAY Show, Forbes Magazine, Essence Magazine, Teach For America Magazine, University of Washington Magazine, Chan Zuckerberg’s Annual Letter, and the Aspen Institute’s National Showcase
<p>Karli Casto Founding School Principal <i>(hired)</i></p>	<p>Reporting to the Board of Directors, the School Principal will serve as the chief administrator and Executive Director of the school in developing and implementing policies, programs, curriculum activities, and budgets in a manner that promotes the educational development of each student and the professional development of each staff member. The School Principal will work alongside the Assistant Principal to implement and measure best academic and professional development practices for the school’s instructional staff, plan and continually design pilotED’s innovative curriculum, administer and track assessment metrics, and design and implement teacher training for effective curriculum implementation.</p> <p>Qualifications of Karli Casto (Prospective Principal): <i>Masters of Science, Leadership and Educational Administration (Capella University)</i> <i>Masters of Education, Curriculum and Instruction (University of Nevada - Las Vegas)</i> <i>Bachelors, Communication and Psychology (University of Washington)</i></p> <ul style="list-style-type: none"> • Building Excellent Schools (BES) Fellowship



	<ul style="list-style-type: none"> • Served as the instructional leader and supervisor of teachers in kindergarten - 5th grade levels in all content areas, including special education and specials. • Teaching Data <ul style="list-style-type: none"> ○ Grade 5: Nevada Writing Proficiency Exam - School Average: 28% Proficient; Class Average: 44% Proficient ○ Grade 5: Class average of 2 years of reading growth and 80% mastery of math standards. ○ Math: 2017-2018 math SBAC proficiency - Casto 26%; School-wide 15%. ○ Math: 2017-2018 students increased from 29% math proficiency in December to ○ 46% math proficiency in March according to Evaluate.
Director, Special Education <i>(not yet identified)</i>	<p>Reporting to the School Principal, the Director of Special Services will be responsible for ensuring a rigorous and compliant instructional program for all of Cactus Park Elementary's diverse learners. They will coordinate with the Special Education teacher and all specialized service departments to monitor the completion of all IEP minutes and interventions. They will also communicate with parents and teachers to schedule and ensure participation in all IEP meetings and concerns from either party. The Director of Special Services will also organize and supervise all special interventionists and paraprofessionals in their department.</p>
Dean of Culture <i>(not yet identified)</i>	<p>Reporting to the School Principal and working closely alongside the Assistant Principal and the Director of Special Education, the Dean of Culture will work in a highly visible leadership capacity to maintain a supportive, productive, and enriching school culture. The DSC will play an instrumental role in establishing and reinforcing high expectations for positive student behavior. The DSC will maintain consistent and constructive communication with teachers, administrators, and student families in an effort to ensure that school culture norms are effectively defined and reinforced.</p>
Assistant Principal <i>(not yet identified)</i>	<p>Reporting to the School Principal and working closely alongside the Dean of Culture and the Director of Special Education, the Assistant Principal will assist the school in strengthening instructional programs through a strategically planned, standards-based approach with a focus on narrowing achievement gaps. The AP will provide frequent observations and coaching for teachers and staff to improve and enhance instructional programs. Furthermore, the AP will be responsible for the selection and development of all necessary curriculum and provide professional development on these curricula and relevant instructional strategies. The AP will also organize and monitor compliance in the completion of all state-mandated assessments and lead the data collection and analysis of assessment results to drive future academic programming.</p>
Operations Manager <i>(not yet identified)</i>	<p>Reporting to the Principal, the Operations Manager will be responsible for managing the logistics of school operations that do not directly relate to instruction. The OM seeks to relieve the Principal and instructional staff of non-instructional obligations so that they can focus almost exclusively on student achievement and instructional staff development. As our campus grows to accommodate additional grades, the OM will provide operational infrastructure necessary to support successful school expansion and growth in student achievement. Responsible for oversight of: Food Service, Office Manager, Transportation, Technology and State Accountability Reports. Oversees payroll and accounts payable functions of staff and assists with additional functions of Human Resources in coordination with our back-office provider, TriNet. Must also be strong in record maintenance, operating standard office equipment, and computer software.</p>
Family & Community Coordinator	<p>Reporting to the Operations Manager, Cactus Park Elementary's Family Community Manager will be the coordinator for The Community Institute (TCI), which is responsible for mobilizing family, school, and community resources to ensure that</p>



(hired)	Cactus Park Elementary students are able to learn as effectively as possible. Furthermore, they will coordinate with school leaders and community members to organize all school-wide community/civic engagement events for the school year.
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[Rubric Alignment] The leadership accomplishments of the school leader or leadership team are demonstrable with empirical data related to student performance as well as the recruitment, hiring, and development of a highly effective staff.

[Rubric Alignment] Structure and leadership job descriptions demonstrate effective assignment of management roles and distribution of responsibilities for instructional leadership, curriculum, personnel, budgeting, financial management, management of state categorical revenue streams, special education and ELL programming, legal compliance, state reporting, external relations, and any unique, school-specific staffing needs.

[Rubric Alignment] Leadership job description identifies qualifications and competencies of the lead person that align with the school’s mission and program and demonstrate capacity to successfully manage the school.

[Rubric Alignment] If identified, school leadership team resumes demonstrate a range of experience including leadership at a high-performing and/or high growth school with management responsibilities, experience establishing a high-performing culture with students and staff, and responsibility for significant student achievement gains with target demographics.

3. Explain how the school leader will be supported, developed, and evaluated. Please include any existing competencies used for school leader selection and evaluation, if available (provide as Attachment 10). Provide, as Attachment 12, your leadership evaluation tool(s), as well as any supporting protocols or documentation.

School Leader - Support and Development

The school leader will receive support, development and evaluation based on the following levels of support: high touch, medium touch, and low touch.



School Leader - Evaluation

The school leader will be evaluated annually using the evaluation tool in **Attachment 12**. This tool rates the school leader from points 0 - 4 using the following matrix. The school leader is expected to receive an average of 3 points in each category: Student Achievement, Instructional Leadership, Organizational Leadership, and Professional and Ethical Behavior.

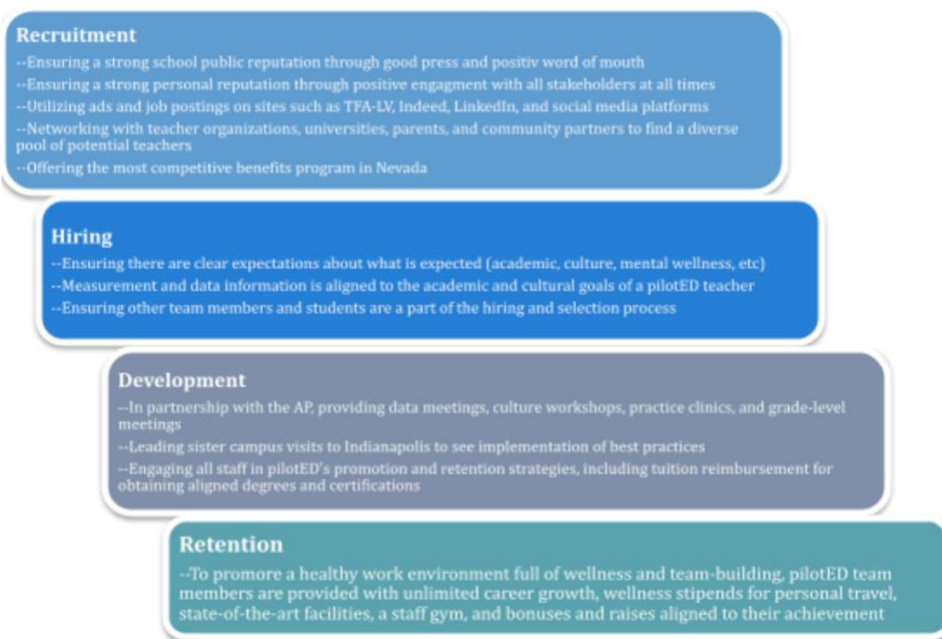


[Rubric Alignment] The board articulates a clear, ambitious, data-driven set of standards and criteria that the school leader must satisfy in order to keep the school on track to achieve its vision.

[Rubric Alignment] The board provides logical evidence that the school will achieve its target student outcomes pursuant to the NSPF and the SPCSA Performance Framework outcomes pursuant to the NSPF and the SPCSA Performance Framework if the school leader satisfies the standards set forth by the board.

[Rubric Alignment] Provides a comprehensive plan for coaching, support and evaluation of school leadership.

4. Explain your school leader’s role in the successful recruitment, hiring, development and retention of a highly effective staff.



[Rubric Alignment] If the school leader is not yet identified, the committee to form explains the method by which they will recruit and select a candidate who satisfies the criteria listed in the job description.

[Rubric Alignment] Provides a comprehensive plan for coaching, support and evaluation of school leadership.

5. Explain your school leader’s role in providing instructional guidance and school culture guidance. What role will other members of the leadership team play in providing instructional guidance and school culture guidance?

To see the entire matrix of who leads what professional development, instructional guidance, and culture guidance practices, please refer to the above matrix of leadership positions titled *Leadership Team Chart of Qualifications and Duties*.

[Rubric Alignment] If identified, school leadership team resumes demonstrate a range of experience including leadership at a high-performing and/or high growth school with management responsibilities, experience establishing a high-performing culture with students and staff, and responsibility for significant student achievement gains with target demographics.



6. Please provide the succession plans for your proposed school's leader. This should include both emergency/temporary succession plans as well as detailed description for how potential school leaders will be cultivated and developed.

When the School Principal is not available and not expected to return to the position (serious illness, death or termination) the below procedures for such an absence will be followed by the Nevada Board of Directors with assistance from the pilotED Foundation:

1. Communicate with key stakeholders, i.e. funders, parents, staff, etc:
 - That the School Principal succession plan has been implemented.
 - Arrangements have been made for the AP or another leadership team member to serve as Interim School Principal.
2. Determine whether assistance is needed to secure outside interim leadership. If so, recommend to the board of directors that a search firm be engaged to identify an interim School Principal who can provide leadership until the permanent position is filled
 - The board chair shall serve as the primary contact with the search firm and, after reviewing potential interim candidates, hire a preferred candidate with communication to the board throughout the process
 - If other consulting assistance is deemed to be needed, recommend appropriate consultant(s) to the board for engagement
1. Determine whether any priority issues must be addressed and develop and monitor a plan for addressing any identified issues.
2. Communicate at least weekly with the board regarding the status of the organization.

When the board chair has determined a permanent replacement is needed, the following steps will be followed:

1. Notify the board that the process for a permanent replacement will begin
2. Engage 2 board members to serve as the Search Committee alongside the pilotED Foundation
3. The Search Committee is responsible to:
 - A. Assess the status of the organization in order to identify leadership qualities that are needed
 - B. Develop compensation and benefit guidelines for prospective candidates
 - C. Review the candidate profile of desired qualities with the board and any other additional partners for their input
 - D. Keep the board and leadership team informed of its progress at appropriate points
 - E. Bring a recommended candidate forward to the board for consideration or in the absence of a clear recommendation, bring two finalists to the Search Committee for final recommendation to the board
 - F. Maintain confidentiality, as appropriate
 - G. Create a final transition plan/timetable and support tools for the new School Principal



[Rubric Alignment] Provides thoughtful and proactive approach to succession planning for school leadership position(s).

2. STAFFING

1. Complete the following table indicating projected staffing needs for the proposed school over the next six years. Applicants which propose to grow their schools to multiple campuses based on the school’s academic performance should also complete the second table outlining projected staffing needs for the entire network over the next six years. Include full-time staff and contract support that serve the network 50% or more. Change or add functions and titles as needed to reflect organizational plans.

Year	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
EMO/CMO Organization Positions						
Chief Executive Officer	1	1	1	1	1	1
Chief Operating Officer	1	1	1	1	1	1
Chief Academic Officer <i>(contracted in Y1 – Y2, in-house Y3+)</i>	1	1	1	1	1	1
Chief Financial Officer	0	0	1	1	1	1
Chief Data Officer	0	0	0	1	1	1
Chief Identity Officer	0	0	0	1	1	1
Total Back-Office FTEs	3	3	4	6	6	6
School Staff						
Principals	1	1	1	1	1	1
Assistant Principal	1	1	1	1	1	1
Dean of Culture	1	1	1	1	1	1
Director of Special Education	1	1	1	1	1	1
Family and Community Coordinator	1	1	1	1	1	1



Classroom Teachers (Core Subjects)	13	17	17	17	17	17
Classroom Teachers (Specials)	2	3	3	3	3	3
Special Education Teacher	1	1	1	2	2	2
Teaching Assistants / Interventionists	10	11	12	12	12	12
ELL Coordinator & Teacher	1	1	1	1	1	1
ELL Reading Specialists	2	2	2	2	2	2
Social & Emotional Health Coordinator	1	1	1	1	1	1
Operations Manager	1	1	1	1	1	1
Nurse	1	1	1	1	1	1
Operations Assistant	1	1	1	1	1	1
Facilities Manager	1	1	1	1	1	1
Bus Drivers	2	2	2	2	2	2
Total FTEs at School	41	47	48	50	50	50

[Rubric Alignment] Staffing plan aligns to the mission, vision, and proposed academic program.

[Rubric Alignment] Appropriately staffed to meet the needs of the expected student population, including special student populations.

[Rubric Alignment] Staffing plan matches the proposed budget and is explicitly aligned to both budget narrative assumptions and to budget calculations.

[Rubric Alignment] Staffing plan aligns to the applicant’s commitment to meet the needs identified in the Academic and Demographic Needs Assessment.

[Rubric Alignment] Staffing plan aligns with student-teacher ratios specified in application and those required in statute:

4. HUMAN RESOURCES



1. Describe your strategy, plans, and timeline for recruiting and hiring teachers. Explain key selection criteria and any special considerations relevant to your school design.

Cactus Park Elementary firmly believes that the recruitment, development, and retention of high-quality school personnel is one of the strongest predictors of success in both academic and cultural programming. As such, Cactus Park Elementary will put great value and care into creating a school that supports teachers and staff through competitive compensation and benefits, multiple opportunities for collaboration, intensive coaching, and rigorous professional development.

Human Resources - Selection Process

The staff selection process is designed to select the most qualified candidates. The hiring process includes three stages as described below.

Stage	Action Item	What's Involved?
1	Submit Application	The online application is a set of questions to complete that gives us an insight into the applicant's work experiences so far, their vision for joining the team at Cactus Park Elementary, and their personal story. It includes their resume and references with their application.
2	Phone Interview	A member of the Cactus Park Elementary School Leadership Team will schedule and conduct a phone interview with the candidate. Phone interviews are typically 30 - 45 minutes in length. The phone interview serves to help us further understand their personal journey, mission fit, philosophies, and vision for leadership.
		During Stages 2 and 3, a member of the Cactus Park Elementary team will contact references.
3	Sample Teach	For <i>teaching candidates</i> , they will prepare a demo lesson for members of the Leadership Team. The interviewer will give the candidate immediate feedback on the lesson and some suggestions and see how they incorporate the feedback.
	One-on-One Interview	A member of the Leadership Team will meet with this person for an in-person interview. The candidate will answer questions based on scenarios and case studies to help us understand how you think strategically to ensure equity and rigor are happening in their classroom.
	Leadership Activity	For group interviews, along with other candidates, the interviewee will participate in a problem-solving activity. This helps us understand how they work across differences and build trust to resolve conflicts.

Human Resources - Interview with PRIDE

The in-person interview is a key event of the selection process where the candidate can communicate their values, strengths, and desires. This is an opportunity for the interviewer to ask questions to ensure mission alignment and future goals. It is also a chance for the interviewer to find red flags, if there are any.



During this time, we look for candidates that reflect the Cactus Park Elementary’s **PRIDE values: Perseverance, Relationship Building, Integrity, Discipline, and Engagement**. We do so by asking the following questions and we seek specific answers that demonstrate significant strength or effectiveness in the area of the question. See below for the interview questions which are then held up against the PRIDE staff rubric for interview answers.

Perseverance

- Looking at your resume I see that you had a ton of experience at _____. I imagine that was challenging at times! What was your greatest accomplishment at _____ and why?
- Describe a time in your life (or teaching specifically) where you experienced failure. What did you learn from the experience and how did you overcome it? (probe for specific steps they used to overcome the challenge)

****Sample Rubric breakout which is used for each answer of each PRIDE section during the interview:**

**Greatest Accomplishment #1
Results are less than what is typical
Results are comparable to what is typical
Results are significantly higher than what is typical
Notes:

Relationship Building

- Think of a time that you had a challenging relationship with either a peer or a supervisor in your work. How did you approach this situation?
- How would you describe your classroom management style? How might this change in response to students that have experienced trauma and may display negative behaviors as a result?
- **Families:** What is your approach to parent communication and involvement? How do you handle parents that are overly involved in their student’s education (helicopter parents), and how do you handle parents that are not involved at all?

Integrity

- Make an integrity-based scenario:
 - “You are in the break room and two teachers are frustrated with their students' level, and you hear “these kids just can’t learn.”
- Tell me about a time when a situation tested your integrity OR have you ever had consequences for doing the right thing?

Discipline

- Managing all the tasks of a teacher can be challenging! How do you stay organized when things are the most challenging?
- How do you approach long-term planning? How about short-term planning?
- At pilotED, many students have experienced or are experiencing chronic trauma. Knowing that working with such students often creates secondary trauma for educators, how do you ensure that you are taking care of your own mental and emotional health and well-being?

Engagement



- Cactus Park Elementary is going into its first year of school as a charter organization. What do you believe you can offer as we think about the academic and social success, sustainability, and replication of our model?
- In the event you get this position and we need you to step in somewhere else during the school year, what would be your response to that?

Human Resources - Sample Teach

To truly get to know a candidate’s teaching abilities, it is a requirement that all of our teaching candidates perform a sample teach in the content and grade level of their desired position. During this opportunity, we look for four key criteria that help us determine the efficacy of this educator: Organization & Planning, Communication & Presence, Relationship Building, and Content Knowledge. The interviewer watches the candidate during this sample teach and rates them from 1 - 5, with 5 being the highest. See below for the key criteria along with their respective evidence.

Human Resources - Sample Teach Debrief

At the end of each sample teach, the interviewer and the candidate debrief on how the lesson had gone. This gives the interviewer an opportunity to see how this individual is able to demonstrate self awareness, growth mindset, and the ability to incorporate feedback.

Debrief Follow Up Questions:

1. How did the lesson go?
2. Follow Up Questions in Alignment with Glows and Grows
3. Review Glows and Grows
4. After reflecting on this lesson, what would you do differently?
5. How do you know that students have mastered a concept that you have taught? How do you respond if you discover that a small fraction or a majority do not understand the content you just taught?

Human Resources - Timeline

Cactus Park Elementary’s leadership plans to adhere to the timeline below to ensure that the school is adequately staffed in Nevada.

Time	Milestones	Status	Partners / Sources
July - August 2021	Potential Principal Identified, offer letter sent	In-Progress	Teach For America
	Community Outreach Coordinator Identified and hired	Complete	Opportunity 180
	1-2 potential Leadership Team members identified		Boystown
	All Leadership Team job descriptions drafted	In-Progress	
		Complete	
September - November 2021	Identify 1-2 potential leaders in the following positions (Operations Manager, Assistant Principal, Special Education Coordinator, English Learner Coordinator(s))	N/A	Identity Fellowship



	Teacher job descriptions drafted		Teach For America Opportunity 180 Indeed
December 2021	<p>Offer letter sent to Operations Manager, Assistant Principal</p> <p>All other leadership, teaching, and support staff positions posted publicly</p> <p>Resourced and identified 5-10 qualified teachers through LinkedIn, partners recommendations, and job fairs</p>	N/A	<p>Identity Fellowship</p> <p>Indeed</p> <p>Opportunity 180 TNTP</p> <p>Teach For America</p> <p>EducateMe</p> <p>Profound Gentlemen</p> <p>LinkedIn</p>
January - March 2022	<p>Resourced and identified 15-20 qualified teachers through LinkedIn, partners recommendations, and job fairs</p> <p>Conduct interviews with potential candidates</p> <ol style="list-style-type: none"> 1. Phone interview 2. In-person interview 3. Sample teach (if applicable) 4. Reference calls <p>50% of school staff hired</p> <ul style="list-style-type: none"> • Offer letters sent and signed • Background checks cleared • Onboarded to Trinet (PEO) 	N/A	<p>Identity Fellowship</p> <p>Indeed</p> <p>TNTP</p> <p>Teach For America</p> <p>EducateMe</p> <p>Profound Gentlemen</p> <p>LinkedIn</p> <p>AccurateNow</p>



April 2022	<p>Resourced and identified 25-30 qualified teachers through LinkedIn, partners recommendations, and job fairs</p> <p>75% of school staff hired</p> <ul style="list-style-type: none"> • Offer letters sent and signed • Background checks cleared • Onboarded to Trinet (PEO) 	N/A	<p>Identity Fellowship</p> <p>Indeed</p> <p>TNTP</p> <p>Teach For America</p> <p>AccurateNow</p>
May 2022	<p>Resourced and identified 35-40 qualified teachers through LinkedIn, partners recommendations, and job fairs</p> <p>85% of school staff hired</p> <ul style="list-style-type: none"> • Offer letters sent and signed • Background checks cleared • Onboarded to Trinet (PEO) 	N/A	<p>Identity Fellowship</p> <p>Indeed</p> <p>TNTP</p> <p>Teach For America</p> <p>AccurateNow</p>
June 2022	<p>Resourced and identified 40-50 qualified teachers through LinkedIn, partners recommendations, and job fairs</p> <p>95% of school staff hired</p> <ul style="list-style-type: none"> • Offer letters sent and signed • Background checks cleared • Onboarded to Trinet (PEO) 	N/A	<p>Indeed</p> <p>TNTP</p> <p>Teach For America</p> <p>AccurateNow</p>
July 2022	<p>Resourced and identified 50-60 qualified teachers through LinkedIn, partners recommendations, and job fairs</p> <p>100% of school staff hired</p> <ul style="list-style-type: none"> • Offer letters sent and signed • Background checks cleared • Onboarded to Trinet (PEO) <p>Staff Kickoff and Retreat</p> <p>Professional Development begins</p>	N/A	<p>Indeed</p> <p>TNTP</p> <p>Teach For America</p> <p>AccurateNow</p>

[Rubric Alignment] Staffing plan aligns to the applicant’s commitment to meet the needs identified in the Academic and Demographic Needs Assessment

[Rubric Alignment] Appropriately staffed to meet the needs of the expected student population, including special student populations.



[Rubric Alignment] Articulates process for recruiting and hiring high quality teachers and leaders.

[Rubric Alignment] Articulates a recruitment and hiring plan that will result in a school staff reflective of the student body.

2. Describe your plan to recruit and hire teachers/staff who are representative of your student body.

Teacher Recruitment - Diverse by Design

One of our proudest accomplishments is the staff diversity from inclusive hiring practices. Our schools are diverse by design, because we believe in the transformative power of teachers who share racial and socioeconomic background with students, and we intend to activate it to its full potential at our school in Nevada.

Teachers at our current charter school in Indianapolis were surveyed by Insight, a third party data collection vendor, to compare our school’s leadership to the city average and the national top quartile. When it came to Diversity, Equity and Inclusion, our school was highly rated compared to city average and the national top quartile. See below for data for the current charter school’s Third Party Survey Results

Survey Question	Current School Spring 2021	City Average	National Top Quartile
My school leaders have encouraged me to engage in learning around diversity, equity, and/or inclusion	100%	72%	77%
Students at my school value each other’s differences (eg. gender, race, culture, ability, sexual identity, learning differences)	100%	59%	77%
The actions of my school’s leaders reflect a commitment to diversity, equity and inclusion	100%	76%	Data Not Available

Teacher Recruitment - Inclusive Space

In a city with a growing Latinx, Black, and Asian population, Cactus Park Elementary | pilotED Schools seeks to attract top talent for a greater candidate pool for selection. To do so, we will create a workspace for staff that is inclusive and trusting, starting with the way we have our conversations. Whether it's an introductory call or a career fair, our recruiters will listen to the experiences of each individual and authentically make space for them to be themselves. With empathy, relationships, and rigorous logic as our guiding values, Cactus Park Elementary attracts top talent by allowing candidates to fully come as they are. Moreover, we aim to set up a physical space that exudes inclusivity. Throughout our hallways, classrooms, and offices, our visitors will find signage that authentically speaks to the inclusivity of our school. From words of affirmation to photos of leaders from various racial backgrounds, it is a priority for our staff to feel loved for exactly as they are as soon as they walk in the building.



Teacher Recruitment - Identity Fellowship in Nevada

In an effort to draw expertise from across the country, our sister campus Bethel Park Elementary is currently in its inaugural year of hosting the Identity Fellowship.

Out of the 6 candidates that were selected, 2 of them are current elementary classroom teachers in Nevada. These individuals will be one of the first teachers in Nevada who will have had in-depth and direct experience with the Cactus Park Elementary mission, team, and work. With first-hand experience of our mission and model, these educators will help Cactus Park Elementary build a pipeline of additional educators who are aligned to this model.

About the Identity Curriculum: It includes unit and lesson plans that support students in mastering standards-aligned knowledge and skills as well as equip them with the tools they need to engage meaningfully in democratic discourse and action. This curriculum centers self- and collective-reflection, dialogue, and relationship-building as these are vital to increasing equity, justice, and self-determination in our classrooms, schools, and society. This curriculum is rooted in the tenets of our Identity program; draws upon social studies and social-and-emotional learning standards; and integrates culturally sustaining teaching (CST) and multicultural education practices.

Similar to the Identity Fellowship Fellows, we look for teachers who have the following characteristics to join the Cactus Park Elementary team.

- Committed to, and can demonstrate competence in, the following areas:
 - **meeting the needs of a diverse population including race, gender, ability, religion, sexual orientation, geography, and any other identity-based attributes;**
 - **restorative justice, multicultural education, and culturally sustaining pedagogy;**
 - willingness to grow through ongoing constructive feedback and professional development;
 - engaging and/or lead in community and school events;
 - building relationships with families and coworkers and create a dynamic environment.
- Collaborative, entrepreneurial mindset with a passion for creating systems, working in teams, and being part of a growing movement driven to counteract systemic racism and to forever disrupt generational poverty;
- Quick-thinker, solutions-oriented, and thrives in a fast-paced environment;

Teacher Recruitment - Targeted Partners, Job Fairs, Conferences

We will be sourcing candidates who share those racial backgrounds by tapping into local teacher staffing organizations such as **EducateMe, Profound Gentlemen, TNTP and Teach For America**. Our recruiters will be attending career fairs and networking events that are marketed towards people of color to ensure we open up the opportunity pipeline to all individuals.

[Rubric Alignment] Staffing plan aligns to the applicant's commitment to meet the needs identified in the Academic and Demographic Needs Assessment

[Rubric Alignment] Appropriately staffed to meet the needs of the expected student population, including special student populations.



[Rubric Alignment] Articulates process for recruiting and hiring high quality teachers and leaders.

[Rubric Alignment] Articulates a recruitment and hiring plan that will result in a school staff reflective of the student body.

[Rubric Alignment] Essential functions and processes, including background checks, payroll, benefits, and employee relations, are accounted for.

3. List the proposed school's salary ranges and employment benefits for each employee, as well as any incentives or reward structures that may be part of the compensation system. Explain the school's strategy for retaining high-performing teachers.

Teacher Retention - 100% Teacher Retention Rate

In one of the most tumultuous years of the century due to the COVID-19 pandemic, we are proud of our accomplishment of 100% of teacher retention rate in the 2020-2021 school year. This did not happen by happenstance. There was an intentional practice of relationships, support, and alignment within our four walls. From our competitive salary to our fully-stacked benefit packages, our team members know and feel that our elementary school is a good place to work, and they want to return next year.

Cactus Park Elementary will employ the same practice in Nevada to ensure that the school and team here will be more than just adequately staffed, but also well-supported, respected, motivated, and appropriately compensated.

Teacher Retention - Salary

It is one of Cactus Park Elementary's top priorities to take care of our educators because we believe that happy and healthy teachers will be able to carry out their best work and affect the most change in the classroom. Cactus Park Elementary also believe that strong teachers who work hard and yield high outcomes should be rewarded. Therefore, Cactus Park Elementary will offer teachers competitive salaries, annual pay increases, merit-based bonuses, and benefit packages. The base salary for classroom teachers is \$48,000 with annual cost of living raises at 3.5 to 4%. At the end of each school year, a bonus will be given to teachers who yielded high marks in student academic growth, staff evaluation ratings, and took on leadership roles at school. During the summer, one teacher per grade level will have the opportunity to earn a stipend to develop curriculum for the new grade level in our growth years.

Teacher Retention - Benefits

To ensure strong year-over-year retention rates, Cactus Park Elementary has created a competitive benefits package equivalent to 35% of staff members' base salaries. All full-time Cactus Park Elementary staff will be able to enroll in a 401K plan where Cactus Park Elementary will match 100% of the employee's contribution up to 4% of his or her gross salary. Additionally, Cactus Park Elementary will be able to offer the following insurances to all full-time employees: Health Insurance, Dental Insurance, Vision Insurance, Death and Dismemberment, Workers Compensation, and Unemployment Insurance. To ensure personal health and wellness, Cactus Park Elementary teachers will be allotted 5 Paid Time Off (PTO) days in addition to holidays and routine school breaks. Last but not least, all staff will receive a holiday bonus equivalent to 1% of their base salary, \$400 per year towards cell phone plans, and a \$500 wellness stipend to spend throughout the year on gym memberships, mental health services, or vacation.



[Rubric Alignment] Staffing plan matches the proposed budget and is explicitly aligned to both budget narrative assumptions and to budget calculations.

[Rubric Alignment] School performance management system is likely to retain and promote talented staff, allows for re-structuring and removal of staff as needed, creates opportunities for leadership development, and sets clear expectations.

[Rubric Alignment] Essential functions and processes, including background checks, payroll, benefits, and employee relations, are accounted for.

4. What is the proposed teacher-student ratio, as well as the ratio of total adults to students?

We believe that teachers and students thrive when their environments are safe, orderly, and warm. In order to make that a reality, it is imperative for Cactus Park Elementary student to teacher ratio to remain at the optimal rate of 27 students per teacher. This ratio is optimal because it is the key number that fosters student-led learning where teachers focus on facilitating while the rigor is driven by the students. Additionally, a Cactus Park Elementary classroom will not exceed 27 (22 SPED) because while we believe that teaching should be a challenge, teachers should not be overwhelmed by a classroom that is too full. We believe that our teachers can go above and beyond to ensure every child is receiving personalized learning, but it can only be possible when there is a limit to how many students this teacher is responsible for.

In order to provide additional support in the classrooms, Cactus Park Elementary classrooms will be staffed with Teaching Assistants. So with a lead teacher in the classroom, each kindergarten classrooms will also have 1 Teaching Assistant to provide additional academic and socio-emotional support to the students. And in grades 1, 2, 3, 4, and 5, each grade level will have a shared Teaching Assistant for academic and socio-emotional support. This staffing model provides students and teachers with the adequate support so that students may thrive in a personalized environment.

[Rubric Alignment] Staffing plan aligns with student-teacher ratios specified in application and those required in statute

5. State the procedures - including the individual responsible for each step - for hiring and dismissing school personnel, including conducting criminal background checks.

Selection Process

Phase	Action Item	Description
1 Recruitment	Identify teacher openings	The Principal decides on projected staffing needs based on teacher resignations, terminations, retirements, budget and student enrollment. These needs are then conveyed to the Operations Manager to begin the search for candidates to fill openings.
	Establish Partnerships	Cactus Park Elementary has established partnerships with Teach for America, The New Teacher Project, TNTP, Profound Gentlemen, and the local universities to provide a source of teaching talent.
	Conduct National and Local Search	Cactus Park Elementary will recruit on social media, post rigorously on job search websites, attend job fairs, and will deepen pipelines in other similar cities.



	Online Application	All candidates are to complete a single online application for vacant positions at Cactus Park Elementary. The online form includes inquiries for personal information and a set of questions that give insight into the candidate's teaching experiences, vision for teaching at Cactus Park Elementary, and experience with certain strategies. This application will also include an opportunity for candidates to submit any teaching materials such as sample lesson plans, unit plans, and assessments.
	Communication with the Candidate	The Assistant Principal is responsible for establishing contact to initiate the interview process, which will include a phone interview, in-person interview and a demo-lesson when possible with real time feedback.
2 Screening	Reviewing Teacher Applicants	The Principal and the leadership team share responsibility in reviewing and screening teacher applications. They are looking for several indicators of success- teaching experience, cultural competency, strong track record of social justice leadership, strong track record of success, entrepreneurship, certification, adaptability, diversity of thought and background, team player, etc.
	Phone Interview	A member of the Cactus Park Elementary team will conduct a phone interview with the applicant. Phone interviews are typically 30 minutes in length including 5 minutes for the candidate to ask questions.
3 Campus Visit	Sample lesson	The candidate is invited to come to campus to do a demo lesson with Cactus Park Elementary students. The interviewer will be observing the candidate's questioning strategies, behavior management, and general interaction with the students.
	Real time feedback	A leadership team member gives candidates immediate feedback on their instruction and some suggestions and sees how the applicant incorporates the feedback. Additionally, role plays on a specific school-related case study will be carried out.
4 Onboarding	Job Offer	The Principal will sign off on hire, send start date, salary amount, part or full-time info to the Operations Manager. After hiring and the decision is made, the Operations Manager will send the employment agreement, background information collection, background check, health benefits sign-up, and bio paragraph to new hire to complete, sign, and return. The Operations Manager will also attach appropriate documents and links (i.e. Employee Handbook) to new hire.
	New Staff Orientation	The leadership team will allot one day before pilotCamp (whole staff summer retreat) towards New Staff Orientation. During this time, new staff members will be introduced to the leadership team, get acclimated to staff resources (lesson planning site, HR site), onboard campus technology (laptop pickup, system logins, e-mail, Slack, PowerSchool, DeansList, printer setup), get new key, tour school, get a head start on classroom setup, and do team building activities. For those who start after the beginning of the year, such staff orientation will begin immediately.
	Professional Development	To set the tone and culture for the upcoming school year, Cactus Park Elementary will hold a three-day professional retreat for all staff at the beginning of each year held in a secondary location facilitated by outside providers. After this retreat, all teachers and staff will attend a 2-week professional development series to cover all remaining academic and cultural material for the upcoming school year.



Dismissal Process

Action Item	Description
Resignation or Termination	If voluntary, staff submits a letter of resignation to the Principal. If involuntary, Principal schedules a time to speak with staff member. Principal will re-present the improvement plan, evidence of failure to improve, and terminate this staff member.
Exit Interview	If voluntary, the Operations Manager is to have a 30 minute conversation with the resigning staff member. These questions are feedback-focused to improve future practices at the school. If involuntary, the terminated staff will not be interviewed.
Classroom Check Out	With the help of the Operations Manager, the leaving staff member will clean out their classroom or office following the guidelines of the Checkout Checklist. All keys, technology, accounts, and any other property must be returned to the Operations Manager in good condition.

[Rubric Alignment] School performance management system is likely to retain and promote talented staff, allows for re-structuring and removal of staff as needed, creates opportunities for leadership development, and sets clear expectations.

6. Explain how teachers will be supported and developed. Describe the school’s performance management system and process for teacher evaluation. Provide your teacher evaluation tool(s) as Attachment 11, as well as any supporting protocols or documentation.

As Cactus Park Elementary works to holistically develop our teachers and staff, it becomes necessary to evaluate performance in the same manner. Just as we analyze the relative success of our academic programming through the results of state-wide assessments, the end-of-year performance of our teachers will provide Cactus Park Elementary administration valuable information regarding the success of our professional development. Our staff evaluation system has been created to mirror the core values of Cactus Park Elementary and create a holistic assessment of performance.

Teacher Evaluation - Framework

Using the Danielson Framework, our team has created an in-house evaluation framework that works best for our team. There are four domains: Planning & Preparation, Classroom Environment, Instruction, and Professional Responsibility. With each domain, our Principal and Assistant Principal evaluate the educator based on evidence provided in the components as detailed in the rubric below. The rubric and indicators provide the most objective rating guidelines for each category.

Domain Weight

1: Planning and Preparation	2: The Classroom Environment	3: Instruction	4: Professional Responsibilities
25%	25%	40%	10%



Domain	Component
1: Planning and Preparation	Demonstrating Knowledge of Content and Pedagogy
	Demonstrating Knowledge of Students
	Selecting Learning Outcomes
	Demonstrating Knowledge of Resources
	Designing Coherent Instruction
	Designing Student Assessment

2: The Classroom Environment	Creating an Environment of Respect and Rapport
	Establishing a Culture for Learning
	Managing Classroom Procedures
	Managing Student Behavior
	Organizing Physical Space

3: Instruction	Communicating with Students
	Using Questioning and Discussion Techniques
	Engaging Students in Learning
	Using Assessment in Instruction
	Demonstrating Flexibility and Responsiveness

4: Professional Responsibilities	Reflecting on Teaching and Learning
	Maintaining Accurate Records
	Communicating with Families
	Participating in the Professional Community
	Growing and Developing Professionally
	Demonstrating Professionalism

Teacher Evaluation - Observation and Feedback, Professional Development Survey

Teachers at our current charter school were surveyed by Insight, a third party data collection vendor, to compare our school's leadership to the city average and the national top quartile. When it came to Observation, Feedback, and Professional Development, our school was highly rated (85% - 100% staff satisfaction) compared to city average and the national top quartile. See below for data for the current charter school's Third Party Survey Results

Survey Question	Current School Spring 2021 Survey Data	City Average	National Top Quartile
Each time I am observed, I get feedback that gives me specific actions to improve my teaching practice.	88%	77%	85%
I get enough feedback on my instructional Practice.	100%	74%	84%
I regularly discuss feedback about my teaching with an instructional leader at my school	100%	69%	77%
My observer consistently follows up to see how I am implementing feedback from our last observation			



	100%	67%	75%
The feedback I get from being observed helps me improve student outcomes.	88%	74%	84%
When I get feedback after an observation I receive support to implement those changes (eg. someone models suggestions for me, I have time to practice outside of class)	100%	65%	76%
In the past 6 months, I have practiced teaching techniques with a peer or instructional expert outside of my own classroom	88%	63%	75%
In the past 6 months, someone at my school or district/network has helped me develop new skills or content knowledge that I was able to apply in my own classroom	88%	72%	84%
My school is committed to improving my instructional practice	88%	78%	91%

See **Attachment 11** for the Teacher Selection Tool and Teacher Evaluation Tool.

[Rubric Alignment] Sound understanding of staffing needs necessary for the new-school(s) proposed.

[Rubric Alignment] School staffing structure that ensures high-quality teacher support/development, student/family support, effective school operations, and compliance with all applicable policies and procedures.

[Rubric Alignment] School performance management system is likely to retain and promote talented staff, allows for re-structuring and removal of staff as needed, creates opportunities for leadership development, and sets clear expectations.

[Rubric Alignment] School performance management system identifies low-performing teacher or leader performance, provides plans, support, and training for improvement, and provides the steps the school leadership will take in instances of persistent low-performance

7. Please explain the responsibilities of each of your school’s administrative/leadership team members with regard to Human Resources. Identify the staff member responsible for leading payroll, benefits, and employee relations and describe how key Human Resources responsibilities will be managed.

Operations Manager	Reporting to the Principal, the OM is a key personnel responsible for Human Resources at Cactus Park Elementary. The OM will be responsible for managing the logistics of school operations, relieving the Principal and instructional staff of non-instructional obligations so that they can focus almost exclusively on student achievement and instructional staff development. Responsible for oversight of: Staff recruitment, onboarding new team members, conducting reference checks, payroll, benefits management, workers compensation claims, workplace complaint management, and assists with additional functions of Human Resources in coordination with our back-office provider, TriNet.
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School Principal	Reporting to the Board of Directors, the School Principal will serve as the chief administrator and Executive Director of the school in developing and implementing policies, programs, curriculum activities, and budgets in a manner that promotes the educational development of each student and the professional development of each staff member. The School Principal will work alongside the Operations Manager to implement and measure best Human Resource practices for the school's team.
Assistant Principal	Along with the Principal, the Assistant Principal will be managing teachers as their supervisor and support them in ensuring their Human Resource needs are met. Responsible for the oversight of staff recruitment, phone interviews, in-person interviews, reference calls, and workplace complaint management.
Operations Assistant	Reporting to the Operations Manager, this Operations Assistant will help the Operations Manager onboard new team members by adding their information into appropriate systems, managing directories, staff bios, and putting together the "swag bag" for new team members.
Dean of Culture	Reporting to the School Principal and working closely alongside the Assistant Principal and the Director of Special Education, the Dean of Culture will work in a highly visible leadership capacity to maintain a supportive, productive, and enriching school culture. The Dean will play an instrumental role in fostering positive staff culture by planning staff outings, birthday festivities, and other appreciation events.

[Rubric Alignment] Sound understanding of staffing needs necessary for the new-school(s) proposed.

[Rubric Alignment] School staffing structure that ensures high-quality teacher support/development, student/family support, effective school operations, and compliance with all applicable policies and procedures.

[Rubric Alignment] Essential functions and processes, including background checks, payroll, benefits, and employee relations, are accounted for.

8. Explain how the school and organization intend to identify and address unsatisfactory leadership or teacher performance, as well as leadership/teacher changes and turnover.

Cactus Park Elementary recognizes that all of the professional development in the world is useless if it does not translate to a change in student performance or culture in the classroom. In order to address the effectiveness of our PD program and the needs of our teachers and leadership, Cactus Park Elementary will employ regular observations and coaching opportunities for teachers. Teachers will receive, at minimum, one weekly informal observation or walk-through from either the School Principal, Assistant Principal, or Dean of Culture focusing on instructional strategies and pedagogy or classroom climate respectively. The observer will then meet briefly with the teacher later in the day to discuss the observation, identify areas for growth, and create a goal for their next observation. These observations may at times focus on recently taught strategies from Friday professional developments.

In addition, school leaders (administrators, lead teachers, coaches) will participate in live coaching during informal classroom drop-ins and observations. In this practice, used by other high performing schools and our sister campuses, observers will correct and coach strategies and pedagogies in the moment, or immediately after the observation. It is Cactus Park Elementary's philosophy that this immediate and direct feedback will allow teachers to identify issues and adjust instruction more quickly, leading to greater student outcomes.



Cactus Park Elementary will use observations and feedback collected from multiple observers to identify teachers in need of more intensive and direct coaching. Through collaboration with school administrators, these teachers will create deliberate growth plans and goals related to their deficiencies in academic instruction and/or classroom climate. Depending on need, the AP, DOC or both will routinely observe the teacher, coach specific strategies, recommend resources and monitor the teacher's progress.

Teachers will also have the opportunity to learn from each other by utilizing time during prep blocks to observe other classes. These observations may be used for struggling teachers to witness master teachers in action and note their strategies. Conversely, lead teachers can observe other members of their team to provide coaching and support from the perspective of someone that is teaching the same students. If improvement does not occur, an improvement plan will be implemented for a minimum of 3 weeks with daily check-ins and progress monitoring.

If removal is required, teacher removal will occur and Cactus Park Elementary will work to immediately replace such teacher. An in-house or external certified substitute educator will cover the class until a permanent hire can be made by the School Principal. During this time, adherence to the classroom culture and academics are of paramount importance.

[Rubric Alignment] Sound understanding of staffing needs necessary for the new-school(s) proposed.

[Rubric Alignment] School staffing structure that ensures high-quality teacher support/development, student/family support, effective school operations, and compliance with all applicable policies and procedures.

1. Will your organization require additional support (from third parties or consultants) for core Human Resources functions (e.g., payroll, benefits administration, employee relations, etc.)? If yes, please detail the areas that will require additional support and the costs and criteria for selecting such services. If not, please provide a detailed description of how these functions will be managed.

Cactus Park Elementary will be utilizing Trinet for their comprehensive back-office services, including payroll, human resources, health benefit management, retirement plan management, workers compensation insurance, unemployment insurance, and tax reporting. Cactus Park Elementary will not require additional support for such services, but will be managed in-house by the Operations Manager with support from the pilotED Foundation. The Operations Manager will oversee the day-to-day operations such as entering payroll hours, setting up staff profiles, completing I-9 paperwork, and train staff on health insurance and 401k benefits. In the case of employee disagreement, harassment, the Operations Manager can seek consultation from the Trinet Human Resources Department and the pilotED Foundation.

[Rubric Alignment] School staffing structure that ensures high-quality teacher support/development, student/family support, effective school operations, and compliance with all applicable policies and procedures.

[Rubric Alignment] Essential functions and processes, including background checks, payroll, benefits, and employee relations, are accounted for.

3. STUDENT RECRUITMENT AND ENROLLMENT



- 1. Explain the plan for student recruitment and marketing that will provide equal access to interested students and families, including how the school will comply with the requirements of R 131. 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.**

Our recruitment process utilizes **three approaches** of strengthening relationships in the community and ensuring families are aware of what we can offer their families:

1. We will be working with **local ad partners** to send direct mailers, utilize radio spots, and post 5-10 billboards in the year ramping up to launch.
2. We will host a number of **community events** that are empowering in nature such as skill-building workshops and leadership seminars as well as fun-oriented events such as block parties, field days, BBQs, sporting activities, etc. These events serve to empower families and to build visibility for Cactus Park Elementary as a resource hub as well as a school. These are some of the same approaches we used in Chicago to build strong community partnerships and lasting visibility as a neighborhood-centered school.
3. We will use **geo-tagging on social media advertisements** to both share information about how to enroll and to also share information about the aforementioned community events.

Cactus Park Elementary is open to all children, regardless of race or socioeconomic status, and is committed to serving students that reflect the local community of North Las Vegas, specifically students who lack strong educational options. Parents are to apply for admission through the Cactus Park Elementary application system online or in-person during one of our community events. In the event that applications exceed available seats, students will be selected for admission by a random lottery process.

[Rubric Alignment] The enrollment plan reflects an understanding of the Nevada context.

[Rubric Alignment] Articulates proactive plan for recruiting eligible students to the school and describes specific actionable steps for ensuring the school is fully enrolled.

[Rubric Alignment] Includes outreach and recruitment strategies that demonstrates an understanding of the community likely to be served and is likely to allow the school to enroll sufficient numbers of students who are representative of either the surrounding zoned schools or a mission-specific educationally disadvantaged population.

- a. 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. Note that your proposed enrollment window should satisfy the requirements of NRS 388A.453(7).**



January - July 2021	<ul style="list-style-type: none">-Launch of online parent portal to begin accepting letters of interest-Initial visits to grocery stores, community centers, churches, and local businesses to reach potential students and families-Launch of social media geo-tagging advertisements-Hold initial focus group of parents via Zoom and phone calls
July - November 2021	<ul style="list-style-type: none">-Continuation of visits to grocery stores, community centers, churches, and local businesses to reach potential students and families-Continuation of social media geo-tagging advertisements<ul style="list-style-type: none">-From July - November, hold community events (BBQs, Fun in the Sun Days, park days, etc) to increase visibility-Continue to hold focus groups with parents via Zoom and phone calls
November 2021 – July 2022	<p><i>Upon Authorization/Approval</i></p> <ul style="list-style-type: none">-Start accepting application<ul style="list-style-type: none">-Continuation of visits to grocery stores, community centers, churches, and local businesses to reach potential students and families- Continuation of community events (BBQs, Fun in the Sun Days, park days, etc) to increase visibility-Continuation of social media geo-tagging advertisements<ul style="list-style-type: none">-Launch radio ads, mailers, and billboards to begin the enrollment process

Student Recruitment and Enrollment - Lotteries

With its laser-sharp focus on academics, unique identity program, and boots-on-the-ground marketing strategies, Cactus Park Elementary is expected to be fully enrolled by Fall 2022. As such, we anticipate the need for a lottery process to ensure high quality seats are back-filled in a timely fashion so that Nevada families are given the opportunities to enroll when the choice is available. See the policies below for Cactus Park Elementary’s lottery plan.

- Without a unified enrollment process in Clark County, Cactus Park Elementary addresses attrition by using the national standard of 12% attrition rate during enrollment. With the expectation that around 12% of enrolled students will end up somewhere else, Cactus Elementary School will set an enrollment target above the capacity target, therefore accounting for attrition without over-enrolling.
- A seat becomes available when a current student’s legal guardian withdraws this student to a different school by written notification to the main office.
- A seat becomes available when Cactus Park Elementary receives a Transfer and Document Request from another school.
- A seat may become available when a current student no longer attends school and the school is not able to reach his or her family for withdrawal information.
- Once a grade level is full, prospective students will be added to a lottery list.
- Cactus Elementary School gives preferences to siblings of current students and children of team members. These prospective students will not be part of the lottery but will be given a seat automatically as soon as it becomes available.
- When a seat becomes available, Cactus Park Elementary will conduct a random lottery to select the prospective student to fill the available seat. School personnel will contact the legal guardians of selected student. If their legal guardian does not confirm by registration



within the communicated deadline, then Cactus Park Elementary will conduct another lottery to select the student until the seat is filled.

- To ensure equal access to a quality education, Cactus Park Elementary has a mandatory back-filling policy to keep classrooms at 27 students per class.

[Rubric Alignment] The enrollment plan reflects an understanding of the Nevada context.

[Rubric Alignment] The enrollment plan addresses lotteries, weighted lotteries, enrollment preferences, student attrition and mandatory backfilling.

[Rubric Alignment] Campaign leverages grassroots, data-driven outreach and recruitment strategies such as door-to-door visits, open houses and forums, and community conversations versus the internet, social media, or other passive tactics which disproportionately benefit more advantaged populations.

b. 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.

Enrollment targets are determined by the first-year school size and the projections and enrollment protocols used at our Indianapolis campus. The enrollment process will be implemented by our current Community Outreach Coordinator in partnership with our founding board members and school principal. The pilotED Foundation will provide support during the entire enrollment process, ensuring that financial, operational, and community assistance can be provided when needed. Our target re-enrollment rate for each year is 90%. Such a rate takes into account our previous experience running elementary schools and the housing movement expected with our student demographic.

The Y0 enrollment milestones are as-follows:

- March 2021 – Secure 35% of letters of intent of Y1 enrollment
- July 2021- Secure 40% of letters of intent of Y1 enrollment
- August 2021- Upon authorization, begin actual enrollment processes
- September 2021- Secure 15% of Y1 enrollment
- November 2021- Secure 25% of Y1 enrollment
- January 2022- Secure 50% of Y1 enrollment
- March 2022- Secure 75% of Y1 enrollment
- June 2022- Secure 100% of Y1 enrollment

See the table below for grade-level enrollment targets.

[Rubric Alignment] The enrollment plan reflects an understanding of the Nevada context.

[Rubric Alignment] The enrollment plan is aligned with the staffing plan and budget, including projected recruitment expenses.

c. 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?



Other than holding trainings for all staff at the start of the year during the two weeks of professional development, ongoing training will occur. This will be led by the Director of Special Education and the School Principal.

2. 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?

Other than the frequency of the outreach (more in Y0), the enrollment plan will be much the same as the aforementioned table. Vacancies will be filled in the same way as regular seats – ads, community events, and social media.

3. Complete the following tables for the proposed school to open in 2022-23. Experienced Operators applying for multiple schools must complete enrollment summary tables for each school campus opening in fall 2022.

a. Minimum Enrollment (Must Correspond to Break Even Budget Scenario Assumptions)

Grade Level	Number of Students					
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Pre-K						
K	81	81	69	69	69	69
1	81	81	69	69	69	69
2	54	81	59	59	59	59
3	54	25	59	66	66	59
4	38	25	59	60	67	60
5		15	41	42	42	42
6						
12						
Total	254	308	356	365	372	358

b. Planned Enrollment (Must Correspond to Budget Worksheet Assumptions)

Grade Level	Number of Students
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	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Pre-K						
K	81	81	81	81	81	81
1	81	81	81	81	81	81
2	81	81	81	81	81	81
3	54	81	81	81	81	81
4	54	54	81	81	81	81
5		54	54	81	81	81
6						
Total	351	432	459	486	486	486

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

Grade Level	Number of Students					
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Pre-K						
K	81	81	81	81	81	81
1	81	81	81	81	81	81
2	81	81	81	81	81	81
3	81	81	81	81	81	81
4	81	81	81	81	81	81
5		81	81	81	81	81
6						
Total	405	486	486	486	486	486



[Rubric Alignment] The enrollment plan, including annual growth, is reasonable and supported by a clear rationale.

4. Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated above. Start-up applicants proposing to open with more than 400 students or more than 3 grade levels should identify and discuss the specific elements of the school model detailed throughout the application that demonstrate that the proposed school is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.

Our team has conducted numerous meetings with charter and district leaders across the city, partnered with a research firm, and leveraged its current understandings from running a school when choose the 27:1 student ratio. Additionally, slow growth models of either less grade levels or less grade levels paired with smaller older grades initially, are successful startup models as evident across the charter school landscape nationally.

Cactus Park Elementary is adamant that it can open a successful school in Clark County based on the student-teacher ratio and based on the immense amount of startup support being provided by the pilotED Foundation and other partners in the early years.

[Rubric Alignment] The enrollment plan, including annual growth, is reasonable and supported by a clear rationale.

[Rubric Alignment] The enrollment plan prioritizes the academic achievement of students above other factors

5. As Attachment 13, please provide evidence of demand from prospective students and families within the community you intend to serve.

See Attachment - Evidence of Demand from Prospective Students and Families

[Rubric Alignment] The enrollment plan reflects an understanding of the Nevada context.

[Rubric Alignment] Demonstrated interest and intent to enroll commitments by a significant number of parents for Year 1.

4. INCUBATION YEAR DEVELOPMENT

1. Provide a detailed start-up plan as well as specific organizational goals for the planning year (SY 2021-2022) to ensure that the school is ready for a successful launch in fall 2022. Using the template provided, outline key activities, responsible parties, and milestones and submit as Attachment 14 (“Incubation Year Planning Table”).

See Attachment 14 - Incubation Year Planning Table

[Rubric Alignment] Provides key milestones for the planning year, as well as concrete actions and accountability, that will ensure that the school is ready for a successful launch. These plans should identify the individuals responsible for leading Year 0 initiatives. If a third party (EMO/CMO) is going to implement portions of the Year 0 plan, the committee to form has provided documentation that articulates related terms and services.



1. Please describe the plans for leadership training and development of the selected school leader during the incubation year prior to school opening and how these plans support your year 0 goals. If partnering with an organization, please briefly describe the main components of the training program and why that organization was chosen.

Y0 development of the school leader, as mentioned in the earlier matrix of school leadership development, will be heavily provided by RELAY Graduate School of Education, the pilotED Foundation, and NewSchools Venture Fund.

RELAY Graduate School of Education is a 1.5 yearlong program based on a cohort model where fellows spend intensive weekends focused on academic excellence, cultural excellence, and startup planning. This cohort model is one that was participated in by our Indianapolis campus' leadership team, as well, which will contribute to the cohesion of common knowledge and practices across the pilotED network.

NewSchools Venture Fund is a current Cactus Park Elementary funder. NSVF will provide our school leader with a yearlong fellowship in Y0 which focuses specifically on the startup of the school. Operations, finances, hiring, and enrollment are some of the many components that comprise the NSVF fellowship experience. NSVF currently funds our sister campus in Indianapolis and will fund the Vegas campus upon authorization.

The pilotED Foundation will provide a shadowing opportunity for the school leader to have multiple comprehensive site visits to their Indianapolis campus where the school leader can collaborate with current school leadership and see the implementation of various school model tenets. Additionally, weekly calls and visits to Las Vegas by the pilotED Foundation leadership team will occur to ensure timely assistance during Y0 in the areas of facilities, enrollment, finance, academics, and community outreach.

Charter School Growth Fund is a cohort -based model where Cactus Park Elementary leadership will be exposed to best practices across the nation alongside CSGF current grantees.

[Rubric Alignment] Outlines comprehensive leadership development plans that include training aligned with incubation year goals as well as stated academic goals (these may be either designed by or outsourced by the operator)

2. Explain who will work on a full-time or nearly full-time basis immediately following assignment of a location to lead development of the school(s) and the plan to compensate these individuals.

The two following individuals will work as FTEs upon authorization:

Community Outreach Coordinator

- Currently Working Part Time
- Function:
 - Foster parent interest for Cactus Park Elementary through grassroots campaign strategies.
 - Build partnerships with local organizations around civic engagement, student and family services, and mental health.



School Principal

- Upon full onboarding, the School Principal will be working full time.
- Function:
 - Recruit school leadership team and teachers for the 2022-2023 school year.
 - Train with the pilotED Foundation on Cactus Park Elementary operations
 - Participate in school leadership development trainings with New Schools Venture Fund, Relay, Harvard CSML, and Deloitte.
 - Plan, coordinate, and execute year 0 initiatives
 - Oversee school launch milestones
 - The funding of both of these positions will come from a mix of philanthropy from NewSchools Venture Fund, Charter School Growth Fund, the pilotED Foundation, and Opportunity 180.

In addition to the School Principal and the Community Outreach Coordinator, the pilotED Foundation will be assisting year 0 initiatives and milestones heavily to ensure that Cactus Park Elementary is able to reach its goals. This support will provide the school with additional resources and expertise in year 0 so that the startup expenses can be efficiently utilized toward core program activities.

[Rubric Alignment] Outlines the function of any employees in Year 0, as well as the funding source for associated compensation

[Rubric Alignment] Startup expenses are reflected in the budget narrative assumptions and the budget calculations

SERVICES

- **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.**
 - **Transportation: Describe your plans for providing student transportation. If the school will not provide transportation, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.**

Cactus Park Elementary is committed to implementing a transportation plan that ensures accessibility of our campus to all students. Based on data from US Census, Savi, and our recruitment projections, we know that the majority of our students will reside within a three-mile radius of the school. We anticipate that a majority of our students will be able to walk or be driven to the school by a parent or guardian.



To provide adequate access to our families without reliable transportation, we will establish satellite bus stop locations throughout Las Vegas and focused in underserved areas. We will evaluate the location for these stops based on high student enrollment areas, poor access to a high-quality school, and socioeconomic conditions of our families. We will run transportation services in-house by purchasing our own buses, hiring our own bus drivers, determine routes, and coordinate with families. This in-house model has proven not only cost effective, but also efficient in communication between troubleshooting any transportation related issues. However, if conditions are not well suited for the in-house model, we will contract with or a private transportation vendor to provide transportation to students in accordance with the set policies of our board. Currently, at our Indianapolis school, we have run our own in-house transportation system for the past three years.

[Rubric Alignment] Operations plan includes logical plans for all essential and program-specific non-academic services, including, but not limited to:

- Supporting transportation, food service, facilities management, nursing, and purchasing processes, and school safety.
- Staff structure/plan is adequate for the proposed school and aligns with the educational program; lines of authority are clear.

[Rubric Alignment] Costs of services are realistic and align with budget and academic program.

- **Food Service: Outline your plans for providing food service at the school, including whether and how you will be your own school food authority or will contract with another provider. If the school will not provide food service, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.**

1. Breakfast and lunch are provided to all students at Cactus Park Elementary. We will be contracting with a Food Service Management Company to provide meals for students. Per federal law, Cactus Park Elementary will be posting an advertisement RFP for vendors to bid for a fair priced fair-priced contact
2. To ensure that all students are served, Cactus Park Elementary anticipates to participate in the National School Lunch and School Breakfast called the Community Eligibility Provision (CEP). That means all enrolled students at Cactus Park Elementary are eligible to receive a healthy breakfast, lunch, and snack at school at no charge to all households.

Cactus Park Elementary's kitchen will meet all federal, state, and local standards for food safety and will maintain all licensure and certification. As a school with a warming kitchen, all meals will be pre-cooked and brought to school to be heated up by employees of contracted Food Service Management Company.

[Rubric Alignment] Operations plan includes logical plans for all essential and program-specific non-academic services, including, but not limited to:

- Supporting transportation, food service, facilities management, nursing, and purchasing processes, and school safety.
- Staff structure/plan is adequate for the proposed school and aligns with the educational program; lines of authority are clear.

[Rubric Alignment] Costs of services are realistic and align with budget and academic program.



- Facilities maintenance (including janitorial and landscape maintenance)

To ensure consistency and cost effectiveness, Cactus Park Elementary will hire a Facilities Manager that is responsible for maintaining the schools' grounds. Working closely with the Operations Manager, the Facilities Manager will provide daily janitorial cleaning and building maintenance as needed. This includes resupplying bathroom supplies, daily cafeteria maintenance after breakfast and lunch, and garbage removal.

To cover all scopes of work, Cactus Park Elementary will also engage with vendors to provide additional services that will be necessary. As such, the facilities manager will also oversee vendors who provide night-time deep cleaning services, lawn care, and repairs. Night-time cleaning will occur two to three times each week, lawn care service will occur twice a month, and repairs will be made when necessary. The Facilities Manager will oversee the work while the Operations Manager ensures that invoices are paid up to date.

[Rubric Alignment] Operations plan includes logical plans for all essential and program-specific non-academic services, including, but not limited to:

- Supporting transportation, food service, facilities management, nursing, and purchasing processes, and school safety.
- Staff structure/plan is adequate for the proposed school and aligns with the educational program; lines of authority are clear.

[Rubric Alignment] Costs of services are realistic and align with budget and academic program.

- **School health and nursing services: Describe your plans for providing nursing services, including, how student required immunizations will be monitored.**

Cactus Park Elementary will be partnering with local hospitals and health organizations to contract health and nursing services to school. The contract between Cactus Park Elementary and the health organization represents a symbiotic relationship, where the school benefits the health organization by providing students with Medicaid, while the health organization provides the school with nursing services.

When a student enrolls at Cactus Park Elementary at any time or at any subsequent level, the parent/guardian must show that the student has been immunized or that a current medical or religious objection is on file. Parents must provide the school with complete immunization records prior to the beginning of the school year. In the event a child enrolls in school without proper immunization documentation, the school may grant a waiver for a period not exceeding twenty (20) days.

[Rubric Alignment] Operations plan includes logical plans for all essential and program-specific non-academic services, including, but not limited to:

- Supporting transportation, food service, facilities management, nursing, and purchasing processes, and school safety.
- Staff structure/plan is adequate for the proposed school and aligns with the educational program; lines of authority are clear.



[Rubric Alignment] Costs of services are realistic and align with budget and academic program.

- **Purchasing processes**

To ensure financial health and integrity, Cactus Park Elementary abides by the Generally Accepted Accounting Principals (GAAP). All purchases are required to be approved and documented with two signatures on the Purchase Requisition Forms. School bank account access is shared between the Principal and the Operations Manager, the two people required to sign for all purchases. For items that are greater than \$5,000, an additional signature from the Board Treasurer is required. Only the Principal and the Operations Manager will be allowed to make purchases using bank payments. Each purchase shall have documentation, including dated and numbered signed Purchase Requisition Form, invoice of purchase, and payment confirmation. Such documentation will be filed electronically in a folder organized by the month and be made available to auditors.

School leadership team members will be required to use a credit card in order to perform their duties. Specifically, the Dean of Culture, Family Coordinator, and Assistant Principal all will be issued a school credit card. Purchases on credit card must be pre-approved by the Operations Manager and Principal. Each monthly statement over \$5,000 must be submitted to the Board Treasurer for review.

For partnerships and contracts, Cactus Park Elementary is required to post Requests for Proposals (RFP) to different vendors. Vendors then shall submit proposals following the requirements and deadlines of the RFP to the Operations Manager. The Operations Manager and the Principal will analyze the proposals and select the vendor with the fairest price and the highest value to partner with Cactus Park Elementary.

[Rubric Alignment] Operations plan includes logical plans for all essential and program-specific non-academic services, including, but not limited to:

- Supporting transportation, food service, facilities management, nursing, and purchasing processes, and school safety.
- Staff structure/plan is adequate for the proposed school and aligns with the educational program; lines of authority are clear.

[Rubric Alignment] Committee to form articulate clear metrics and process for evaluating effectiveness of services.

[Rubric Alignment] Costs of services are realistic and align with budget and academic program.

- **Safety and security (include any plans for onsite security personnel)**

Starting with the facilities, all exterior doors at Cactus Park Elementary remains closed and locked at all times. Guests arriving at school must enter and check in at the front entrance only by ringing the doorbell, showing face to the camera, receive clearance by doors unlocking, and signing in with the Office Manager. Only visitors who have set an appointment 24 hours prior to arriving will be allowed to enter the building. Visitors who arrive without an appointment or clearance from an administrator will be asked to leave.

In accordance with NV State Law, fire drills/lockdown drills/evacuation drills are conducted at regular intervals during the school year. Cactus Park Elementary shall ensure emergency and



evacuation drills are conducted regularly to maintain the proficiency of students and staff members in carrying out actions necessary for the protection of life and property.

The drills shall comply with the scope and regularity of applicable laws and regulations. Specifically:

- Fire/evacuation drills shall be conducted monthly.
- Active shooter drill shall be conducted in twice per school year.
- Bus evacuation drills shall be conducted twice per school year.
- A disaster or emergency preparedness drill or exercise shall be conducted at least annually.
- Other appropriate drills and exercises shall be conducted to establish a level of preparedness for any protective actions that may be identified in the emergency operations plan.

A written record of every drill and exercise shall be prepared by each building principal or designated administrator upon conclusion of the activity. Items requiring corrective action shall be included in each drill report.

In the event of an emergency, local, county, or state emergency managers may require schools to be utilized as a mass-care facility. Cactus Park Elementary will cooperate with such requests and establish plans to enable the school to carry out regular educational programs during such instances.

- **Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support.**

As a school dedicated to launching the next generation in the 21st Century through technology and innovation, excellent network infrastructure is a key to Cactus Park Elementary's success. From a facilities perspective, Cactus Park Elementary will contract with a local Information Technology company to build the schools' infrastructure. Cactus Park Elementary will require Wireless Access Points in every classroom and office for full internet access across the building, firewall protection, backup generators, and content filtering.

For staff, Cactus Park Elementary will provide all staff members a computer appropriate for work. This computer will be managed by Cactus Park Elementary's IT department and thus may have school-related programs pre-installed for staff. Staff will be provided training against email phishing and other security breaches and be given remote support whenever necessary.

For student use, 1:1 Chromebooks will be purchased for classroom and virtual learning usage. Chromebooks will also be managed by Cactus Park Elementary's IT Department through the Google Admin tool. This tool will allow school administrators to filter content and customize application access, making the student experience more meaningful, intentional, and easy to manage.

[Rubric Alignment] IT plans should include consideration of:



- User access control policies, limitation of access rights and procedures for removing access from departing employees.
 - Policies for data stored on personal and portable devices aimed at minimizing inadvertent disclosing of information, such as theft or misplaced equipment.
 - Strategy for information backups and disaster recovery.
 - Intruder prevention strategies, including physical and electronic intrusion.
 - Malware and malicious software prevention and removal strategy.
 - An effective plan for managing student information, including Infinite Campus, evidence of contact with the vendor to price and arrange for training, and the provision of appropriate on-site on contract staffing and support resources and an information security plan for staff, students, parents, and contractors.
 - Clear plans that confirm compliance with [NRS 385A.800](#)
- **Student Information Management: Timely communication of accurate student information is critical for payments to schools, compliance, and performance monitoring. Please describe how you will manage student information using the statewide Infinite Campus system, and how you will build capacity around the use of the software. If most of the applicant group or the CMO/EMO is new to operating in Nevada’s education environment, explain your plan to determine Nevada specific reporting requirements. Detail the staff members who will enter data along with the project manager who will commit to trainings and regularly monitor student information for accuracy.**

In compliance with Nevada requirements, Cactus Park Elementary will be using the Infinite Campus System to keep all student information such as demographics, health, grades, attendance, discipline, Special Education exceptionalities, High Ability Program Participation, and any other pertinent information necessary for state reporting. As a new operator in Nevada, Cactus Park Elementary shall determine the specific reporting requirements through partnerships with other similar elementary charter schools, guidance from Opportunity 180, and building partnerships with the Nevada Department of Education. Cactus Park Elementary believes that knowledge comes only when one is willing to knock on the door.

The Operations Manager will be the primary person responsible for ensuring all student data is entered into the system. As such, Cactus Park Elementary shall provide training to the Operations Manager in learning all technical knowledge regarding the Infinite Campus System. This will include formal training workshops with the Infinite Campus System company as well as on-the-job shadowing at other schools. The Operations Manager is expected to learn all aspects of the system and become the school’s expert trainer in state reporting. In collaboration with the Office Manager, Special Education Coordinator, Dean of Culture, and English Language Learner Coordinator, the Operations Manager will coordinate and train the input of respective information year after year.

[Rubric Alignment] IT plans should include consideration of:

- User access control policies, limitation of access rights and procedures for removing access from departing employees.
- Policies for data stored on personal and portable devices aimed at minimizing inadvertent disclosing of information, such as theft or misplaced equipment.
- Strategy for information backups and disaster recovery.
- Intruder prevention strategies, including physical and electronic intrusion.
- Malware and malicious software prevention and removal strategy.
- An effective plan for managing student information, including Infinite Campus, evidence of contact with the vendor to price and arrange for training, and the provision of appropriate on-



site on contract staffing and support resources and an information security plan for staff, students, parents, and contractors.

- Clear plans that confirm compliance with [NRS 385A.800](#)
- **Data Security: SPCSA charter schools record, generate and consume data that falls under strict requirements for security, privacy, and retention (including FERPA and recent legislation related to the protection of personally identifiable information (PII)). Describe the systems and procedures you will implement in order to ensure you are compliant with these obligations.**

In compliance with FERPA, Cactus Park Elementary maintains a strong policy for data security. Primarily, Cactus Park Elementary maintains all student files in fire-safe and locked cabinets in the front office. The Front Office Manager is responsible for ensuring that the documents are accessed only by those who are authorized. Our digital documents are held in G Suites for Education by Google, which rigorously supports FERPA standards. All documents hosted on the cloud are owned by Cactus Park Elementary and none of our student data will be used for targeted ads. And when a student transfers to another school, Cactus Park Elementary utilizes the fax machine to transfer documents to the destination. Cactus Park Elementary also heavily depends on training staff to ensure protective measures are used when using communication tools such as emails or social media. For example, Cactus Park Elementary does not use a student's full name in the subject of an email, but instead, our staff uses the first and last name initials of the student. And for times when Cactus Park Elementary or Cactus Park Elementary staff are asked to share student data such as academic scores and demographics, student names are required to be redacted for privacy purposes.

But as a school that enjoys sharing our community, Cactus Park Elementary will always first make sure that parents who enroll their students to sign a media release form, allowing the school to share images of our students on our website, social media, and other publications. Any parent that refuses to have photos or videos of their students be taken will be added to a list for no media and will be adhered to with fidelity.

[Rubric Alignment] IT plans should include consideration of:

- User access control policies, limitation of access rights and procedures for removing access from departing employees.
- Policies for data stored on personal and portable devices aimed at minimizing inadvertent disclosing of information, such as theft or misplaced equipment.
- Strategy for information backups and disaster recovery.
- Intruder prevention strategies, including physical and electronic intrusion.
- Malware and malicious software prevention and removal strategy.

See Attachment 15 - Priorities and Initiatives Execution Plan

[Rubric Alignment] Committee to form articulate clear metrics and process for evaluating effectiveness of services.



FACILITIES

- Describe the facility needs of the proposed school for each year of the charter period including any unique features necessary to implement the school design and academic program including:
 - **The desired location of the school facility;**

Cactus Park Elementary will serve the community of Las Vegas and North Las Vegas in zip codes 89115, 89030, 89110, and 89101. Specifically, the address of the proposed campus is 3115 N Las Vegas Blvd.

[Rubric Alignment] If a facility has been identified

- **Evidence that facility will be appropriate for the educational program of the school and adequate for the projected student enrollment**
- **The number of general education classrooms required each year;**

At full capacity, our campus requires 18 general education classrooms .

[Rubric Alignment] If a facility has been identified

- Evidence that facility will be appropriate for the educational program of the school and adequate for the projected student enrollment
- **Any additional classroom space required for special education or ELL services, labs, specialty classes and intervention or enrichment programs;**

At full capacity, our campus requires 11 additional classroom spaces required for Special Education, English Language Learners, Identity Class, Art Class, Science Class, and academic intervention.

[Rubric Alignment] If a facility has been identified

- Evidence that facility will be appropriate for the educational program of the school and adequate for the projected student enrollment
- **Space requirements for administrative functions, food services and physical education**

Additional space requirements include onsite farm, cactus park with an outdoor classroom, main office lobby, in-door gym with auditorium, outdoor physical education areas (basketball court, baseball diamond, and soccer field), cafeteria, and parking for staff and visitors.

[Rubric Alignment] If a facility has been identified

- Evidence that facility will be appropriate for the educational program of the school and adequate for the projected student enrollment



- If a facility is not yet identified, please describe the organization’s approach to finding a suitable facility, including progress to date, partners, and any evidence that supports the credibility of the plan. Please include the organization’s plans to finance the facility, including:
 - Total project cost
 - Financing and financing assumptions
 - Total facility costs that the financial model can handle – debt service + lease + maintenance + utilities + etc.

See Attachment - Facility Proof of Commitment - Economics Page

[Rubric Alignment] If a facility has been identified

- Adequate reflection of the costs associated with the proposed facility in the budget including rent, utilities, insurance and maintenance.
- If you currently hold a facility or have an MOU or other proof of intent to provide a facility, please provide the proof of commitment as Attachment 16. Briefly describe the facility, including location, size, and amenities. You may provide, included with Attachment 16, up to 10 pages of supporting documents providing details about the facility. Charter school facilities must comply with health and safety requirements. In addition, charter school applicants must be prepared to follow applicable county and municipal review procedures which vary significantly between jurisdictions. If the applicant does not yet have a facility identified, please upload an attestation explaining that these materials will be furnished as part of a charter contract amendment.

See Attachment - Facility Proof of Commitment - Lease Agreement Draft

[Rubric Alignment] If a facility has been identified

- Adequate reflection of the costs associated with the proposed facility in the budget including rent, utilities, insurance and maintenance.
- Assurance that the proposed facility will be in compliance with applicable building codes, health and safety laws, and with the requirements of the American with Disabilities Act (ADA).
- A sound plan to identify needed startup costs and renovations as well as the funds and a timeline for the completion of those renovations.
- Evidence that the applicant has engaged with local jurisdiction(s) and municipalities.
- Describe the organization’s capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable.

See Attachment - Facility Proof of Commitment - Red Hook Deck

[Rubric Alignment] If a facility has been identified

- Evidence that facility will be appropriate for the educational program of the school and adequate for the projected student enrollment
- Adequate reflection of the costs associated with the proposed facility in the budget including rent, utilities, insurance and maintenance.
- Assurance that the proposed facility will be in compliance with applicable building codes, health and safety laws, and with the requirements of the American with Disabilities Act (ADA).
- A sound plan to identify needed startup costs and renovations as well as the funds and a timeline for the completion of those renovations.
- Evidence that the applicant has engaged with local jurisdiction(s) and municipalities.



Explain the organization’s plan to maintain the independent facility.

Per contract with Red Hook, Cactus Park Elementary will be responsible for providing maintenance on this lease by reserving funding each year towards building repairs and maintenance. These expenses include but are not limited to capital improvements, upgrades, cost of compliance, painting, HVAC, hardware, and roof repairs and replacement. We anticipate high needs in this area for years 1-3 as the community settles in a new environment, but we foresee repair needs to reduce each year after that with the exception of routine replacements and repairs. As such, Cactus Park Elementary has budgeted \$30,000 towards repairs in the first year. This budget will be reduced each year after that by 5% until we get to \$15,000 each year.

The Operations Manager and the Facilities Manager will collaborate to oversee all repair and maintenance projects. The division of labor requires the Operations Manager to seek quotes, choose vendors, draft contracts, and manage payments, whereas the Facilities Manager will monitor the timeline and quality of each project.

[Rubric Alignment] If a facility has been identified

- Adequate reflection of the costs associated with the proposed facility in the budget including rent, utilities, insurance and maintenance.
- A sound plan to identify needed startup costs and renovations as well as the funds and a timeline for the completion of those renovations.
- **Communication with local jurisdictions and municipalities is important when opening up a new charter school. In some cases, municipalities may have additional processes that are required, or may request information from proposed charter schools. Please explain, in detail, the applicant team’s interactions with the local jurisdiction to date. Specifically, the applicant should clarify if a proposed school is approved for final land use from the local government entity, as well as describe any other pertinent topics related to the facility (ex. queueing for drop-off and pick-up, providing sufficient recreation space). If the applicant has approval from the local jurisdiction for the proposed location, please provide that as part of Attachment 16 to the final application.**

Cactus Park Elementary has exclusively engaged with Red Hook Capital Partners (“Red Hook”) to identify, acquire, and develop a suitable site to become our permanent home.

Red Hook is a national real estate investment and development firm focused on the charter school sector. Red Hook works with high-quality charter school operators in a variety of ways. To date, Red Hook has worked with multiple operators throughout Nevada to obtain entitlements and deliver turnkey facilities.

Red Hook is working with the property owner of 3115 N Las Vegas Blvd, Las Vegas 89115 (“Property”) to secure the property by the end of August 2021 and begin entitlement work immediately.



The Property is for sale for \$3,500,000. It is currently an open concept warehouse that houses a swap meet. The 17,262 SF building was constructed in 1999 and sits on 2.29 acres of land. The building is fully sprinkled, which is advantageous for school use, and the size of the parcel will mitigate any pick-up and drop-off challenges that the County might be concerned with. With 91 spaces, the paved asphalt parking lot will lend itself nicely to modify into a play area for multiple grade levels.



The Property is located in North Las Vegas and is zoned Designed Manufacturing (M-D) within Clark County Jurisdiction. This property will need a Special Use Permit (SUP). We anticipate the following timeline:

- Design & Plans – July to September 2021
- Special Use Permit Submittal – September 2021
- Special Use Permit Approval – February 2022
- Construction (Tenant Improvements and Play Area) – February 2022- July 2022
- School Commences – August 2022

[Rubric Alignment] If a facility has been identified

- Evidence that the applicant has engaged with local jurisdiction(s) and municipalities.

ONGOING OPERATIONS

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?

Cactus Park Elementary recognizes its responsibility to take actions to safeguard the health and welfare of the school’s students, staff and visitors. Therefore, we shall provide facilities, equipment and training necessary to minimize the effects if all hazards and emergencies which may confront the school. All-hazards include, but are not limited to:

1. natural disasters and weather events;
2. technological and human- made conditions such as hazardous materials, fires, weapons or bomb threats;
3. communicable diseases and pandemics;



4. failure of utilities or school infrastructure; or
5. any other events which may adversely affect the ability of the District to deliver educational services.

Advanced planning and preparation, along with prompt implementation and action, will be key components in ensuring the protection of the school community.

The Principal with support from the Leadership Team shall develop procedures for the emergency closing, delayed start, or early dismissal of students due to impending or occurring weather as well as protective actions for other emergency situations.

1. In all instances the safety, health and welfare of students and staff shall be the basic factor in a decision to not hold school when regularly scheduled to do so.
2. The time necessary for instructional purposes should not be unnecessarily interrupted.

The Principal shall establish and train Cactus Park Elementary staff to respond to emergency situations which may arise within the School. The School team shall be trained and capable of handling school based emergencies and working with local responders.

The Principal shall work cooperatively with the Operations Manager and Facilities Manager to establish and train a building level emergency or crisis team to respond to emergency situations that may arise in the school or on campus. The building team shall be capable of handling site based emergencies as well as working with the school team local responders.

In the event of an emergency, local, county, or state emergency managers may require schools to be utilized as a mass-care facility. The Principal is directed to cooperate with such requests and establish plans to enable the school to carry out regular educational programs during such instances.

The all-hazards school emergency plan shall be reviewed on an annual basis and modified as necessary. A copy of the all-hazards school emergency plan shall be provided to the county Emergency Management Agency and appropriate emergency response organizations. Updates to plans shall be promptly provided to all key stakeholders and responders.

[Rubric Alignment] Safety and security plans likely to ensure a safe environment for people and property that corresponds with the core elements of the state-mandated school safety plan and the requirements in statute and regulation.

Provide, as Attachment 17, a list of the types of insurance coverage the school will secure, 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.

See Attachment 17 for Insurance Types

[Rubric Alignment] Provides for adequate insurance coverage that meets the mandatory minimums for each charter school and scales depending on the size of the school and number of proposed campuses.



2. Financial Plan

- 1. Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school and describe the selection process and criteria for the selection of contractors.**

Cactus Park Elementary partners with Trinet for all payroll management and navigating evolving tax codes. Trinet allows school leadership to spend less time on payroll and more time working with students and families, ensures compliance with regulations and requirements governing pay and payroll taxes in Nevada, and makes sure employees get paid on time, efficiently, and correctly.

Cactus Park Elementary partners with Bookkeeping Plus Inc for accounting services focused on cash flow management, financial statements, reconciliations, and financial reporting.

Purchasing is done in-house at the school for quality assurance and budgetary control. In compliance with GAAP standards, Cactus Park Elementary will operate using segregation of duties when making all purchases. To make a purchase, the Operations Manager will create an entry on the Purchase Requisition Form booklet, a numbered document where all purchases requests are made. The Principal must also sign the document to certify the purchase. Any purchases over \$5,000 must be approved by the Board Treasurer.

Cactus Park Elementary partners with Donovan CPA to conduct the independent annual audit. The selection process for the independent auditor in Nevada will be similar to that of our Indianapolis campus - cost efficient and charter-school industry focused. We look for auditors who comply with auditing standards generally accepted in the United States of America. We require that auditors plan and perform the audits to obtain reasonable assurance about whether our financial statements are free from material misstatement.

[Rubric Alignment] There is appropriate segregation of financial duties which align to organizational chart and job descriptions.

[Rubric Alignment] Control systems ensure that only allowable expenses will be made and that all expenses will be coded appropriately.

- 2. As Attachment 18, present 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.). 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. If corporate, foundation, or other entity or individual fundraising estimates are included at \$5,000 or more in any year, be sure to include a copy of any conditional or other commitment letter(s) to support the amount assumed in the budget. Designate in the**



narrative how much of the anticipated funds may be restricted, such as for a sports field or art equipment.

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 and required contributions to the Public Employee Retirement System (PERS).

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

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

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

g. *Applicants that choose to project revenue from Title IA and IDEA funding streams should include information in their budget narrative regarding:*

- *How the projected number of students in each applicable subgroup was determined*
- *How the school will ensure federal grant funds are used in alignment with federal requirements (ex. Allowable and reasonable expenses, supplement vs. supplant)*
- *How the school will adapt if the student population is different than the projection and/or if the per-pupil allocation is different than anticipated*

3. Submit the completed Financial Plan Workbook for the proposed school as Attachment 19.

4. Describe the annual audit of the financial and administrative operations of the school. Discuss the planned financial controls and their implementation plans. Include evidence that the school will adhere to the accounting, auditing, and reporting procedures and requirements that apply to public schools operating in Nevada.

In developing your budget, please ensure that the school does not operate at a loss during any year—this is prohibited by Nevada law.

See Attachment 18



(4) Addendum

Please complete the following addendum if you are either:

- A start-up applicant (committee to form) seeking to contract with a non-profit charter management organization (CMO) or for-profit educational management organization (EMO), OR
- An experienced Non-Profit CMO applying for sponsorship directly.

If you are not sure whether you are required to complete this Addendum, please contact Mark Modrcin at mmodrcin@spsca.nv.gov prior to final submission.

READINESS TO GROW

This section applies to start-up applicants seeking to contract with a CMO/EMO and to experienced CMO applicants.

(1) Describe how the CMO/EMO evaluates readiness for expansion and what evidence the CMO/EMO has that it is ready to expand

The pilotED Foundation uses the following expansion greenlighting template, alongside organizations like Uncommon Schools, to ensure we are growing at a rate that makes sense for the organization and local communities.

Green highlighted items denote the current internal ratings regarding expansion to Las Vegas.

Expansion Greenlighting				
pilotED Foundation				
Internal Criteria <i>Assessing Our Readiness</i>	Criteria	Strong	Solid	Weak
Is pilotED Schools poised to successfully grow as a network of schools while maintaining strong performance at existing schools?	Academic Results and Model	<input type="checkbox"/> Top quartile performer in neighborhood <input type="checkbox"/> On track to meeting/has met internal annual academic benchmarks	<input type="checkbox"/> Performance on par with neighborhood options <input type="checkbox"/> Likely to fall short on 1-2 internal annual academic benchmarks	<input type="checkbox"/> Performance below most neighborhood options <input type="checkbox"/> Unlikely to meet 3+ internal annual academic benchmarks



	Organizational Health	<input type="checkbox"/> >80% staff satisfaction rates <input type="checkbox"/> >80% staff retention	<input type="checkbox"/> 70-80% staff satisfaction rates <input type="checkbox"/> 70-80% staff retention	<input type="checkbox"/> <70% staff satisfaction rates <input type="checkbox"/> <70% staff retention
	Financial Standing	<input type="checkbox"/> >=90 days cash on hand <input type="checkbox"/> On target to meet board-approved budget <input type="checkbox"/> Line of sight to estimated fundraising outcome exceeds annual goal	<input type="checkbox"/> >=45 days cash on hand <input type="checkbox"/> On target to meet board-approved budget with 1-3 revenues likely to be off target <input type="checkbox"/> Line of sight to estimated fundraising result equivalent to annual goal	<input type="checkbox"/> <45 days cash on hand <input type="checkbox"/> Unlikely to meet board-approved budget with 4+ revenues likely to be off target <input type="checkbox"/> Estimated fundraising result does not exceed annual goals
	Talent: Leadership & Bench	<input type="checkbox"/> High-quality leader candidates in training program at least one year before launch <input type="checkbox"/> Quality leadership retained at existing school <input type="checkbox"/> Director level leaders in place for coming SY	<input type="checkbox"/> Strong plan to ensure high-quality leader candidates in training program at least one year before launch <input type="checkbox"/> Minimal principal turnover at existing school <input type="checkbox"/> Director level leaders in place for coming SY	<input type="checkbox"/> No high-quality leader identified by year before opening <input type="checkbox"/> Significant principal turnover at existing school
External Criteria <i>Assessing The Opportunity</i>	Criteria	Strong	Solid	Weak
Does the current opportunity for growth create the conditions for pilotED Schools to open a school successfully?	Enrollment	<input type="checkbox"/> Can project path to >500 student school in 5 years	<input type="checkbox"/> Estimated enrollment targets unlikely to have a negative impact on the network and projected to remain within deficit goal	<input type="checkbox"/> Significant enrollment risk that threatens economic sustainability
	Community Support (Political Risk)	<input type="checkbox"/> Community is likely to be net positive about joining pilotED network	<input type="checkbox"/> Community is or is likely to be neutral about joining pilotED network	<input type="checkbox"/> Significant community backlash or risk that could impact the pilotED network



	Facility Cost	<input type="checkbox"/> Projecting <12% total facility cost	<input type="checkbox"/> Projecting 12-15% facility cost	<input type="checkbox"/> Projecting >15% facility cost
	Fundraising Potential	<input type="checkbox"/> Strong likelihood that fundraising can turn financial risk green	<input type="checkbox"/> Potential that fundraising can turn financial risk green	<input type="checkbox"/> Low probability that funders can shoulder financial risk
	Moral Urgency: <i>Do students from low-income backgrounds have opportunity to choose other quality options in the neighborhood?</i>	<input type="checkbox"/> Students cannot access high-quality school options in the surrounding neighborhood	<input type="checkbox"/> Students can access schools with similar academic performance in the surrounding neighborhood	<input type="checkbox"/> Students can access high-quality school options in the surrounding neighborhood

Due to the pilotED Foundation rating expansion to Las Vegas as strong or solid in each indicator, we expect a strong start for expansion into Las Vegas.

(2) Describe the CMO/EMO’s track record with regard to Academic Performance. Provide as Attachment 23 the three most recent academic performance reports from the state department of education and authorizer for all other schools affiliated with the EMO/CMO. Reports should provide all available data disaggregated by subgroup.

See attachments and below for information:

The pilotED Foundation currently partners with 1 elementary school. This school, Bethel Park Elementary, was launched in Indianapolis, Indiana in Fall 2018. To-date, Bethel Park Elementary has received (2) academic reports from its authorizer, the Indianapolis Mayor’s Office: the Office of Education Innovation and (2) reports from the Indiana Department of Education.

ILEARN Scores (State Standardized Test)

The *No Grade* and *Not Rated* scores from the Indiana Department of Education (IDOE) and the *Not Evaluated* score from the Indianapolis Mayor’s Office (OEI) are due to the three following factors during our first three years:

- 2018-2019 (*founding year*)- Bethel Park Elementary only served grades K-2. In Indiana, grade 3 is the first state testing grade therefore no testing grade was possible.
- 2019-2020 (2nd year)- Bethel Park Elementary served grades K-3. However, due to COVID19, pilotED’s third grade students and students statewide did not take the assessment, therefore, no rating was provided
- 2020-2021 (3rd year) – Bethel Park Elementary received its first scores for the state standardized tests (ILEARN and IREAD) and will use these first scores as baselines



for future projected growth. While the official reports, IDOE grades, IREAD statewide reports, and OEI reports are lagged for another 6 months or so, we do know the following to be true about how our Indianapolis campus compared to neighboring schools our students would otherwise attend:

- Bethel Park Elementary, Cactus Park’s sister campus in Indianapolis, **outscored the (3) closest Indianapolis Public Schools (IPS) and charter elementary schools in Mathematics by 11.1%, 5.9%, and 5.4%.**
- Meanwhile, Bethel Park Elementary, Cactus Park’s sister campus in Indianapolis, only **outscored the (1) closest Indianapolis Public Schools (IPS) and charter elementary schools in English Language Arts by 0.8%.**

Bethel Park’s response to increase student academic performance based on these first baselines:

- New Orton-Gillingham trained specialists to increase literacy and ELA testing scores
- Hiring of data-centered professional development coordinator who has tripled ILEARN proficiency scores at other new Indianapolis charter schools
- Re-tooled all pilotPod groupings for the Fall
- Mandated summer school for students not passing
- Increased number of interventionists and training of such interventionists in the areas of math and reading

NWEA Map Scores

- Mathematics – Despite COVID pandemic, Bethel Park showed schoolwide growth of +11% of students meeting growth targets for 2020-2021 (39% at BOY > 50% at EOY)
- Reading/ELA – Despite COVID pandemic, Bethel Park showed schoolwide growth of +7% of students meeting growth targets for 2020-2021 (30% at BOY > 37% at EOY)

(3) Describe the CMO/EMO’s track record with regard to Financial Performance. Provide, as Attachment 24, a copy of the management organization’s three most recent audits and other historical financial documents for the CMO/EMO.

See attachments and below for information:

With no more than a 5% variance in budgeted monthly expenses and with monthly COH metrics ranging from 50-80 days COH each month, Bethel Park in Indianapolis has consistently been above and beyond meeting the metrics set forth by our Indianapolis authorizer, the Office of Education Innovation, this past year.

Whether it’s millions of dollars of philanthropy raised over the past 3 years from the funders listed below or it’s the high level of stringent financial processes kept internally, the pilotED Foundation and Bethel Park are regularly exhibiting financial sustainability and success in every part of their work.

Current and Past Funders



- CHARTER SCHOOL GROWTH FUND
- NEWSCHOOLS VENTURE FUND
- WALTON FAMILY FOUNDATION
- CHAN ZUCKERBERG INITIATIVE
- DELOITTE
- SILICON VALLEY COMMUNITY FOUNDATION
- CAMELBACK VENTURES
- THE MIND TRUST
- OPPORTUNITY 180
- TRANSCEND EDUCATION
- CICF/THE INDIANAPOLIS FOUNDATION
- US BANK
- VELA EDUCATION FUND
- TYSON FOODS
- TOYOTA NORTH AMERICA
- RICHARD M. FAIRBANKS FOUNDATION
- ECHOING GREEN
- RITTVO FAMILY FOUNDATION
- NBC UNIVERSAL
- FINNEGAN FAMILY FOUNDATION
- ELI'S CHEESECAKE COMPANY
- TOM E. DAILEY FOUNDATION

(4) Describe the CMO/EMO's track record with regard to Organizational Performance. Provide as Attachment 25 the three most recent organizational performance reports from the state department of education and authorizer for all other schools affiliated with the EMO/CMO.

See attachments

(5) Complete the Summary and Contact Information worksheet in the CMO/EMO Data Request template for each of the CMO's/EMO's schools.

(6) Complete the CMO/EMO Achievement Data and Audit data worksheets and provide any explanatory or contextual information in the Info tabs of the CMO/EMO Data Request template for each of the EMO's schools.

(7) Provide three years of audited financial statements for each of the schools identified which has been in operation for more than a year as Attachment 26.

SCALE STRATEGY

This section applies to start-up applicants seeking to contract with a CMO/EMO and to experienced CMO applicants.

(1) Describe the steps that you will take to scale your model to new sites, including the people involved and the resources contributed both by the CMO/EMO and the new schools.



Steps for Las Vegas Expansion

1. Set **national growth strategy** at the pilotED Foundation
2. **Assess internal readiness** using the Expansion Greenlighting template found in the Readiness to Grow section
3. **Assess external readiness** using the Expansion Greenlighting template found in the Readiness to Grow section
 1. Assemble local leaders to serve as **founding board of directors**
 2. Over years of visits and meetings, **hire a community outreach coordinator to consult with local experts, nonprofits, funders, and operators** to assess local context, politics, quality seats needed, community input, and parental/family demand.
4. **Identify a community, a leader, and a facility**
5. **Apply for charter authorization** from the SPCSA
6. Begin **Y0 checklist**

People for Las Vegas Expansion

- Local Board – pilotED Schools of Nevada Inc.
- National Board – pilotED Foundation
- National Leadership – pilotED Foundation CEO & COO
- Local Leadership – Founding School Principal & Community Outreach Coordinator
- Local Funders –Opportunity180, Paula Sneed & Lawrence Bass, and others
- National Funders – NewSchools Venture Fund, Charter School Growth Fund, and others.

Resources for Las Vegas Expansion

- Funding from local sources (such as those listed above)
- Funding from national sources (such as those listed above)
- pilotED Foundation leadership and board -- thought partnership, community outreach, operational and financial execution coaching, and academic and culture coaching

(2) Describe the school and the CMO’s/EMO’s current or planned process for recruiting and training potential school and/or network leaders. Explain how you have developed or plan to establish a pipeline of potential leaders. If known, identify candidates already in the pipeline for future positions.

While our Founding Principal has already been identified, Cactus Park Elementary is adamant about recruiting and developing a robust and diverse leadership team for the school in Las Vegas. The leadership team will be recruited using the following networks of high-quality candidates, consist of the following individuals, and will be prepared utilizing the following training programs:

Recruitment Networks	<ul style="list-style-type: none"> • Teach For America - Las Vegas • University of Nevada, Las Vegas
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	<ul style="list-style-type: none"> • Internal recruitment efforts utilizing job boards and professional search firms for educational leaders
School-Based Academic & Culture Leadership Team Members	<ul style="list-style-type: none"> • Principal, <i>already hired</i> • Assistant Principal • Deans, Coaches, and Directors
Training Programs	<ul style="list-style-type: none"> • RELAY Graduate School - academic leadership development program • Internal Fellowship - academic and culture leadership program consisting of shadowing, role playing, and research-based development practices • NewSchools Venture Fund Fellowship - Y0 school leader prep program • Charter School Growth Fund Fellowship - Y0 school leader prep program • Building Excellent Schools Fellowship

(3) If your organization operates schools in other states, compare the CMO’s/EMO’s efforts to scale operations to Nevada to past scale efforts in other states.

This will be the first time pilotED has scaled as our Indianapolis campus is our first campus and no scaling has occurred since our launch 4 years ago.

However, a sample of startup activities are included below for our Y0 ramp-up:

- Recruitment and hiring of school leader and community outreach coordinator
- Internal training and external fellowship(s) for school leadership
- Certificates of insurance purchased
- Background check authorization and results are on-file for all leadership positions, board members, and team members
- Completed specific, detailed plan for preparing for/responding to emergencies that comply with applicable laws. Evacuation plan (as soon as building is acquired) includes procedures for students with exceptional needs that ensures safety and dignity
- Staff application and interview procedures finalized
- All positions posted and online application available on pilotED: Las Vegas website
- Recruitment areas identified and transportation routes created for proposed school site
- Establish partnerships with community centers, churches and ECE centers in proposed school site neighborhood



- Written description that procedures are in place for administering student medication (e.g. specific staff members identified and trained to administer medication)
- Copy of student handbook which includes suspension and expulsion policies, student graduation and promotion policies, and a school-wide culture/behavior plan is reworked to abide by county and state laws
- Ensure all materials on websites and in print are translated to Spanish
- Copy of Nevada employee handbook completed
- Outline completed for Y1 of PD session content, modules, and materials. Ensure IEP training in teacher induction training
- Scope and sequence for all core subjects (ELA, Math, Science, Social Studies) are completed for K-5
- Scope and sequence for Identity curriculum onboarded for K-5; outline of culturally-relevant content inclusion in core subjects for K-5
- Upload all team members to TriNet as our outside vendor to process the payroll and all other back-office services
- Contract finalized w/school uniform vendor; written documentation to parents regarding uniform procurement process
- All travel, facilitation, and planning completed for Summer 2022 professional development
- Comprehensive plan outlining proposed dates for completion of acquisition and renovation of facility
- All permits for renovations have been issued (if necessary)
- Campus build-out on PowerSchool, DeansList, etc
- Core subject unit plans and interim assessments created for K-5
- Completed agreement between the pilotED Foundation and pilotED Schools of Nevada
- Comprehensive Special Education plan completed
- Establish entering and exiting systems for students and determine which external doors will be open during the day
- Determine traffic pattern for dropping off and picking up students
- Contracts in place for health services for students
- Schedule and complete inspections with all county and state entities (health, fire, etc)
- Provide copies of the final inspection reports
- Materials and supplies are in order and will be delivered in time for school opening
- All renovations have been completed
- Finalize and implement transition routines and other school-wide practices



- Finished employee spreadsheet including names, position title, license numbers (including SPED), and sign off on background checks. Monitor via pre-opening agenda to track progress towards 100% staffed goal
- Signed contracts for Nevada licensed special education teachers, qualified paraprofessionals and contracted services for all enrolled students
- Licensed to serve food
- Collect students' records from sending schools, including asking former school for any possible special education records for all enrolled students
- Marketing materials; sign-in from orientation session; yearly and weekly calendar and handbooks shared w/parents; confirm distribution of textbook assistance/medical and health forms
- Certificates of insurance purchased for all staff, all students, traveling property
- All staff member contracts are signed and/or written documentation of plan to hire vacancies
- Purchase and licensure of all school buses
- Hold Education Board Partners summit for board (board training)
- Continued mentorship and shadowing of industry-leaders in business/ops, development, culture, curriculum, and instructional leadership

(4) Describe your plan for embedding the fundamental features of the model that you described in the transformational change section in each new school that you plan to open.

The following components were mentioned earlier in the application in the *transformational change* section: Identity Class and Cross-Curricular Culturally Relevant Content, pilotPods, Culturally Responsive Instruction, Outdoor Learning, Blended Learning, and Civic Engagement. All of these features will be embedded into the model of our Cactus Park campus in the same manner in which it was embedded into our Indianapolis campus:

1. **Train the trainer:** pilotED Foundation team members train school-based leadership regarding model specifics and best practices, including site visits at current pilotED campuses to watch successful implementation of the model
2. **Trainer develops the school-based team:** School-based leadership leads professional development series regarding model specifics and best practice(s)
3. **Implement with fidelity and monitor:** School-based leadership ensures implementation is done with fidelity and monitors for effectiveness

Provide ongoing evaluation and support: With support from the pilotED Foundation, school-based leadership continues to support their team and tweak the model, as necessary

(5) Provide, as Attachment 21, the following organization charts (including both network management and schools within the network):



- (a) Year 1 network as a whole
- (b) Year 3 network as a whole
- (c) Year 6 network as a whole

The organization charts should represent all national 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. Clearly show the CMO’s/EMO’s role and the role of positions employed by the CMO/EMO in the organizational structure of the school, explaining how the relationship between the governing board and school administration will be managed.

SCHOOL MANAGEMENT CONTRACTS

This section applies to start-up applicants seeking to contract with a CMO/EMO and to experienced CMO applicants.

(1) If you are a committee to form (not a CMO applicant), describe the CMO/EMO selection process which was followed and how and why was this particular CMO/EMO was selected?

N/A as we are a coaching and consulting CMO applicant.

(2) Describe the relationship between the school governing board and the CMO/EMO, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.

The pilotED Schools of Nevada local board will be the signer of the Management Services Agreement with the pilotED Foundation. As one of the main tenets of the agreement, it is imperative that both parties remain well-governed, robust, and performance-driven entities that create the best outcomes for students and families in Clark County. The pilotED Schools of Nevada board chair will have regular collaborative conversations with the CEO of the pilotED Foundation and various board members at the national level to ensure strong governance practices, balanced scorecards, and operational/financial success exists throughout using the aforementioned Academic and Non-Academic goals in the Academic Section as a backbone for all coaching.

Annually, the pilotED Schools of Nevada local board will evaluate the pilotED Foundation’s effectiveness at coaching and consulting the school’s leadership to ensure consistent efforts towards meeting the following goals:

1. 85% of Cactus Park scholars will demonstrate proficiency on end-of-year Identity Route (IDR) assessments.
2. 75% of Cactus Park scholars will achieve or exceed growth during the Spring in Reading and Mathematics on the Northwest Evaluation Assessments as indicated in the Achievement Status and Growth Projection.



3. 85% of students will participate in a civic engagement opportunity as outlined by their grade-specific tiers.
4. 85% satisfaction rate from our quarterly Teacher-Student Rapport (TSR) climate survey of teachers and students

(3) Please describe what role, if any, the CMO/EMO has played and/or will play in the startup and incubation year for the school. Please also provide a draft of an agreement or MOU, as applicable.

See coaching and consulting agreement in attachments in addition to below:

The team and board of directors at the pilotED Foundation have been instrumental in ensuring a strong startup process is executed alongside the pilotED Schools of Nevada founding board and founding team. To-date, the following activities have occurred or will occur during Y0:

- Charter application process;
- Search, acquisition, and full development of the facility;
- Recruitment, hiring, and development of the founding Principal and Community Outreach Coordinator;
- Recruitment, vetting, and initial creation of the pilotED Schools of Nevada Inc. legal entity, board, and appropriate governance systems; and
- Working alongside the Community Outreach Coordinator to begin our “boots on the ground” approach to authentic community outreach and partnership.

(4) Explain any shared or centralized support services the CMO/EMO or its affiliates will provide to schools in Nevada, which should align to the proposed management contract. Please include:

(a) Any academic support resources should your school expect from the EMO or CMO

(b) Any processes for collecting and reporting data across the network of CMO/EMO schools in Nevada and in other jurisdictions.

Academic & Operational Support

- Legal and **organizational start-up** of the nonprofit Nevada organization (charter application, facility acquisition and renovation, leadership hiring and development, enrollment, etc)
- **Leadership development for school leadership**, specifically the school principal. With partners such as Opportunity 180, Attuned Education Partners, RELAY Graduate School, Teach For America, Charter School Growth Fund Chan Zuckerberg Initiative, and NewSchools Venture Fund, the pilotED Foundation will ensure school-based leaders are able to access top-notch leadership development opportunities across the nation during Y0 and beyond. Additionally, weekly check-ins will occur between the leadership team at the pilotED Foundation and the school leader with monthly calls with the pilotED Schools of Nevada and Foundation CEO occurring, as well.



- All pilotED campuses are encouraged by the pilotED Foundation to take the NWEA Map assessment. **Such assessments, data analysis, and associated professional development** coaching will be provided by the pilotED Foundation.
- The pilotED Foundation is adamant about **alignment across all curricular areas** for its schools. These curricular areas include social identity, ELA, math, and science. Not only will the curriculum coaching be provided to schools from the pilotED Foundation but associated professional development, data analysis, and occasional lesson observations will also be provided.
- **PowerSchool (SIS) and DeansList (culture) support** will be provided to each campus. Initial setup, ongoing technical support, and all data analysis and migration support will be provided through the pilotED Foundation.
- **Payroll, HR, legal, marketing, budgeting, public relations, grant management, and other back-office support** will be provided through TriNet and coaching from the pilotED Foundation team. While school-based team members will be trained to handle many daily administrative tasks, various clerical and office duties will be offered to each campus.

(5) Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among schools, and specific service goals of the network. Please also include how the board will measure successful delivery of these services. The governing board must outline the services to be provided by the CMO/EMO and/or its affiliates in the term sheet and draft contract provided later in Attachment 20. Note that Nevada law allows charter schools to contract for the management or operation of the school with either a for-profit or non-profit entity.

See Attachment 20

(6) Identify any school positions which will be employed by the CMO/EMO or may be employed by the CMO/EMO based on the contract. To the degree that this position will represent the interests of the school to other parties, including vendors, school employees, regulators, or the SPCSA, how will the board ensure there is appropriate oversight and management of that individual's activities by school employees or the board?

No pilotED Schools of Nevada nor Cactus Park Elementary employees will be employed by the pilotED Foundation.

(7) Using the table below, summarize the division school- and organization-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc. This division of responsibilities will be evaluated both in the context of Nevada law and regulation and best organizational and authorizing practices nationally.

Function	Network/Management Organization Decision-Making	Local Board Decision-Making	School Leader Decision-Making
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Performance Goals	Coaching & Consulting	Decision-Maker	Decision-Maker
Curriculum	Coaching & Consulting	Decision-Maker	Decision-Maker
Professional Development	Coaching & Consulting	Decision-Maker	Decision-Maker
Data Management and Interim Assessments	Coaching & Consulting	Decision-Maker	Decision-Maker
Promotion Criteria	Coaching & Consulting	Decision-Maker	Decision-Maker
Culture	Coaching & Consulting	Decision-Maker	Decision-Maker
Budgeting, Finance, and Accounting	Coaching & Consulting	Decision-Maker	Decision-Maker
Student Recruitment	Coaching & Consulting	Decision-Maker	Decision-Maker
School Staff Recruitment and Hiring	Coaching & Consulting	Decision-Maker	Decision-Maker
HR Services (payroll, benefits, etc.)	Coaching & Consulting	Decision-Maker	Decision-Maker
Development/ Fundraising	Coaching & Consulting	Decision-Maker	Decision-Maker
Community Relations	Coaching & Consulting	Decision-Maker	Decision-Maker
IT	Coaching & Consulting	Decision-Maker	Decision-Maker
Facilities Management	Coaching & Consulting	Decision-Maker	Decision-Maker
Vendor Management / Procurement	Coaching & Consulting	Decision-Maker	Decision-Maker
Student Support Services	Coaching & Consulting	Decision-Maker	Decision-Maker
Other operational services, if applicable			



(8) Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed CMO/EMO or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed CMO/EMO and any prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable. Include a copy of the term(s) included or to be included in the contract, a staff handbook and other policy guidance which will clarify the board’s policy for the school regarding the receipt by board or school staff of any free or largely discounted gifts, funds, jobs or personal services from the CMO/EMO at any time before, during or after a contract term with the CMO/EMO.

There are no known existing conflicts of interest or potential conflicts of interest between board members, team members, or independent contractors at pilotED Schools of Indiana Inc., pilotED Schools of Nevada Inc., or the pilotED Foundation.

Sample Gifting Policy – Currently under review by the pilotED Foundation for final acceptance by the pilotED Schools of Nevada board:

pilotED Schools of Nevada Inc. solicits and accepts gifts for purposes that will help the organization further and fulfill its mission. pilotED Schools of Nevada Inc. urges all prospective donors to seek the assistance of personal legal and financial advisors in matters relating to their gifts, including the resulting tax and estate planning consequences. The following policies and guidelines govern acceptance of gifts made to pilotED Schools of Nevada Inc. for the benefit of any of its operations, programs or services.

Use of Legal Counsel— pilotED Schools of Nevada Inc. will seek the advice of legal counsel in matters relating to acceptance of gifts when appropriate. Review by counsel is recommended for:

- A. Gifts of securities that are subject to restrictions or buy-sell agreements.
- B. Documents naming pilotED Schools of Nevada Inc. as trustee or requiring pilotED Schools of Nevada Inc. to act in any fiduciary capacity.
- C. Gifts requiring pilotED Schools of Nevada Inc. to assume financial or other obligations.
- D. Transactions with potential conflicts of interest.
- E. Gifts of property which may be subject to environmental or other regulatory restrictions.

Restrictions on Gifts— pilotED Schools of Nevada Inc. will not accept gifts that (a) would result in pilotED Schools of Nevada Inc. violating its corporate charter, (b) would result in pilotED Schools of Nevada Inc. losing its status as an IRC § 501(c)(3) not-for-profit organization, (c) are too difficult or too expensive to administer in relation to their value, (d) would result in any unacceptable consequences for pilotED Schools of Nevada Inc., or (e) are for purposes outside pilotED Schools of Nevada Inc.’s mission. Decisions on the restrictive nature of a gift, and its acceptance or refusal, shall be made by the Governance Committee, in consultation with the School Leader.

Gifts Generally Accepted Without Review—



- *Cash.* Cash gifts are acceptable in any form, including by check, money order, credit card, or on-line. Donors wishing to make a gift by credit card must provide the card type (e.g., Visa, MasterCard, American Express), card number, expiration date, and name of the card holder as it appears on the credit card.
- *Marketable Securities.* Marketable securities may be transferred electronically to an account maintained at one or more brokerage firms or delivered physically with the transferor's endorsement or signed stock power (with appropriate signature guarantees) attached. All marketable securities will be sold promptly upon receipt unless otherwise directed by pilotED Schools of Nevada Inc's Finance Committee. In some cases marketable securities may be restricted, for example, by applicable securities laws or the terms of the proposed gift; in such instances the decision whether to accept the restricted securities shall be made by the Governance Committee.
- *Bequests and Beneficiary Designations under Revocable Trusts, Life Insurance Policies, Commercial Annuities and Retirement Plans.* Donors are encouraged to make bequests to pilotED Schools of Nevada Inc. under their wills, and to name pilotED Schools of Nevada Inc. as the beneficiary under trusts, life insurance policies, commercial annuities and retirement plans.
- *Charitable Remainder Trusts.* pilotED Schools of Nevada Inc. will accept designation as a remainder beneficiary of charitable remainder trusts.
- *Charitable Lead Trusts.* pilotED Schools of Nevada Inc. will accept designation as an income beneficiary of charitable lead trusts.

Gifts Accepted Subject to Prior Review—Certain forms of gifts or donated properties may be subject to review prior to acceptance. Examples of gifts subject to prior review include, but are not limited to:

- *Tangible Personal Property.* The Governance Committee shall review and determine whether to accept any gifts of tangible personal property in light of the following considerations: does the property further the organization's mission? Is the property marketable? Are there any unacceptable restrictions imposed on the property? Are there any carrying costs for the property for which the organization may be responsible? Is the title/provenance of the property clear?
- *Life Insurance.* pilotED Schools of Nevada Inc. will accept gifts of life insurance where pilotED Schools of Nevada Inc. is named as both beneficiary and irrevocable owner of the insurance policy. The donor must agree to pay, before due, any future premium payments owing on the policy.

Real Estate. All gifts of real estate are subject to review by the Governance Committee. Prior to acceptance of any gift of real estate other than a personal residence, pilotED Schools of Nevada Inc. shall require an initial environmental review by a qualified environmental firm. In the event that the initial review reveals a potential problem, the organization may retain a qualified environmental firm to conduct an environmental audit.

(9) Please provide the following in Attachment 22:



- (a) As an exhibit to the proposed management contract, a crosswalk of the academic, financial, and organizational goals of the charter school set forth in the SPCSA Charter School Performance Framework, including the school’s mission-specific goals, and a clear identification of each of the performance goals and expectations for the education management organization related to each charter school goal. This will serve as the board’s primary evaluative tool for the education management organization.**
- (b) Documentation of the service provider’s for-profit or non-profit status and evidence that it is authorized to do business in Nevada.**



CHARTER MANAGEMENT ORGANIZATIONS APPLYING FOR SPONSORSHIP DIRECTLY

This section applies only to experienced CMO applicants.

(1) If this application is being submitted by an existing Charter Management Organization, please respond to the following (or explain if not applicable):

N/A as the pilotED Foundation is not applying to hold the charter.

(a) To what extent does the governance model of the charter management organization applicant require a waiver from the governance provisions of the charter school law pursuant to NRS 388A.243? If the charter management organization is from another state, how does the board of the charter management organization intend to balance fidelity to its mission with appropriate input and oversight from Nevada residents?

While the pilotED Foundation is a national CMO that works to open top-tier schools in states across the country, the final entity that will hold the charter and manage the school will be a Nevada 501(c)3, pilotED Schools of Nevada. Therefore, we do not require a waiver for governance provisions nor will the local entity struggle to balance its mission with appropriate input and oversight from Nevada residents as the entire board of directors of pilotED Schools of Nevada will be Nevada residents.

(b) Will the existing non-profit board govern the new school, or has the CMO formed a new non-profit corporation governed by a separate board?

The pilotED Foundation, a national nonprofit based in Indiana has formed a separate, Nevada-based nonprofit with its own board to govern the school. The name of the Nevada-based entity is pilotED Schools of Nevada, Inc.

(c) If the non-profit's current board will govern the charter school, what steps have been taken to transform its board membership, mission, and bylaws to assume its new duties? Describe the plan and timeline for completing the transition and orienting the board to its new duties.

N/A

(d) If a new board has been formed, describe what, if anything, its ongoing relationship to the existing non-profit's board will be.

The Nevada-based board of directors and local board chair will receive occasional support in the way of governance trainings, summits, and leadership development on an as necessary basis from the pilotED Foundation.



Attachment 1: Letters of Community Support/Partnership

**Includes grant confirmation from NewSchools Venture Fund, Chan Zuckerberg Initiative, and Charter School Growth Fund



April 14, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

With highest recommendation, I submit my letter of support for pilotED Schools' efforts to open an elementary school in North Las Vegas. This school will focus on civic engagement, social identity development, and academic excellence. As a resident of Las Vegas for the last 14 years, I recognize the power of pilotED's transformational model for underserved students in Clark County.

I previously taught Special Education at Mojave High School for seven years and I have been in my current role as a Program Director at a local non-profit for seven years. My work has always been with students who live in under-resourced communities across our city: North Las Vegas, East side, West side, Old Henderson, and "Naked City" behind the Strip. Students in our city need quality educators who focus on their ENTIRE well-being: academics, emotions, behaviors. This is not found in many current CCSD schools, especially in the areas where it is needed most.

I am thrilled to support pilotED Schools as they seek to launch a school that will impact hundreds of students and families in Las Vegas. The pilotED leadership team is committed and that is what our students need and deserve. I am excited to recommend pilotEd to our families who live near the anticipated site launch, as I know it will change the trajectory of their life!

Sincerely,

Angela Cho

Angela Cho
Program Director
Club Christ



California PRODUCE

(702) 871-7818

April 19, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

Please accept this letter as a confirmation of my support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

In my role as CEO at a California Produce, we have had success not only from a business standpoint but by getting involved and being productive members in our community. We at California Produce pride ourselves on providing the best quality produce to our customers in the Las Vegas Community. We continue to be involved with a number of different community organizations providing volunteer opportunities and have helped numerous families by providing them with food boxes during the COVID-19 Pandemic.

I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas.

Sincerely,

David Chu
CEO
California Produce



EducationBoardPartners

great boards. great schools.

June 10, 2021

Jacob Allen
CEO & Co-Founder
PilotEd Schools
Las Vegas, NV

Dear Jacob,

Thank you for your interest in partnering with [Education Board Partners](#) (EBP) to provide governance support to the founding board of PilotEd School in Las Vegas. Based on our recent conversation, I have drafted a proposed scope of work for you to consider and share with your board.

As we discussed, you would like EBP to conduct a retreat this August for your founding Las Vegas board. You are seeking support focused on long-term sustainability and excellence in leadership at the board level that will set the example for the rest of the organization. EBP supported PilotEd's founding board as they launched a successful school in Indianapolis, and we are excited to help this school and its mission expand to Las Vegas.

We are well-positioned to provide support, resources, and advice for strengthening your board. Our experience with hundreds of boards in the education space will enable us to provide customized, targeted, and relevant support that will help you reboot the way this board governs, establish strong norms of engagement that will elevate the board's culture and effectiveness, and provide the leadership and support this growing and successful organization needs.

Sincerely,

Debbie Lister
Partner



June 1, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

Please accept this letter as a confirmation of my support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

In my role as Common Sense Parenting Supervisor at Boys Town Nevada, I have witnessed the need that families have for a school that recognizes the various dynamics and diversity of a family. Through meeting pilotED, I have been introduced to the future of education. A school that works with the child as an individual and works towards meeting their needs for academic and personal fulfillment.

Boys Town specializes in this individual way to work with families as well and adapting to their needs. We have been in Las Vegas for 30 years, helping parents learn behavioral strategies that include social skills, praise, and self-control. We have worked with numerous schools, providing them with our prevention programs.

Currently, we have an evidence-based program named Well Managed that works directly with the school staff, teaching them classroom management strategies. Together with the parenting classes, we hope to bring this quality program into pilotED, creating a safe environment for the children in school.

I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas.

Sincerely,

Danelis Acosta
Danelis Acosta
Common Sense Parenting Supervisor
Boys Town Nevada



Mayor
John J. Lee

City Manager
Ryann Juden



Council Members
Isaac E. Barron
Pamela A. Goynes-Brown
Scott Black
Richard J. Cherchio

Office of Economic Development

2250 Las Vegas Boulevard, North · Suite #900 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1005 · Fax: (702) 633-1339 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

January 20, 2021

Jacob Allen
Chief Executive Officer
PilotED Schools
2710 Bethel Ave
Indianapolis, IN 46201

Dear Jacob,

What a pleasure it was to share our mutual goals and to learn more about your journey in developing an environment for students to thrive in an emotionally, socially, equity-centered educational model.

We learned from our phone conversation that we have much in common, regarding methodology and ideals in teaching and educating students. Your approach in creating these spaces where students learn to wholly love themselves and their peers is inspiring.

We also appreciate the opportunity we had to share the innovative approach on how we're solving the educational challenges in our community, by the design of our new Southern Nevada Urban Micro Academy (SNUMA), in North Las Vegas.

Creating more of these new educational pathways is a key driver to economic growth and workforce for our city. This is why we work closely with the business community and our stakeholders, in order to diversify the economy, so we can, in fact, retain the very intelligence and well-rounded humans, we are working so hard to educate today.

Knowing that our journeys seem to be in alignment, we do hope we can continue the dialogue and take it further, by enticing your second school and proposed educational model, to find its new home in North Las Vegas.

Sincerely,

Bill Legere
Economic Development Specialist

Jared Luke
Director of Government Affairs



April 1, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

Please accept this letter as a confirmation of my support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

In my role as Civic Engagement Manager at Asian Community Development Council (ACDC), I have seen students succeed because of the interest that they have to get involved deeply within their community. The Asian Community Development Council has been a partner that uplifts and supports students from a young age, encouraging students to get involved in civic engagement by canvassing, registering citizens to vote, and exercising their voices in the community. Every year, ACDC also holds a GraduAsian event to celebrate and support AAPI graduates from UNLV.

I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas.

Sincerely,

A handwritten signature in black ink that reads 'Chloe Hsia'.

Chloe Hsia
Civic Engagement Manager
Asian Community Development Council



June 8, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

Please accept this letter as a confirmation of my support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

It is my honor as a former District 17 Assemblywoman for the State of Nevada to write this letter of support on behalf of pilotED Schools. I am the Founder of TULIPS-Teaching and Uniting Ladies to Inspire Positive Success, a non-profit organization dedicated to cultivating mentored relationships between professional women and aspiring female youth leaders, ages 13-21. TULIPS pairs participating young women with Southern Nevada's most dedicated women in our community.

In my work as an educator, community member, and leader here in North/Las Vegas, I have witnessed mentoring organizations struggle to connect with local schools in the community. Unlike other mentoring organizations TULIPS has been successful in fully engaging students, parents, and community members by cultivating relationships that will help bridge the gap between home- life-school and the community. Having a school such as pilotED in our community would be a beautiful flower in our TULIPS garden. Together pilotEd and TULIPS would collaborate, create, and change what true schools and mentoring organizations should like. Offering programs such as:

- Leaders Lunch & Learns
 - Parents are Our Partners Picnics
 - Who are the People In My Neighborhood Community Meet & Greet
- Just to name a few

I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas.

Sincerely,

Kasina Douglass-Boone



Authority 1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board
Members,



March 10, 2021

Nevada State Public School Charter

Please accept this letter as a confirmation of my support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

By way of introduction, I am the President and Founder of Puentes, a nonprofit organization that focuses on addressing deep-seeded inequities within our most under-resourced and historically marginalized communities. In my view, education is by far the most promising approach to resolving many of the inequities on a sustainable, permanent basis.

To that extent, I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas, and pledge our full support of their mission and objectives.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Guy Girardin".

R. Guy Girardin
President



**LATIN CHAMBER
OF COMMERCE NEVADA, INC.**
300 North 13th Street
Las Vegas, NV 89101
T (702) 385-7367
info@lvcc.com
www.lvcc.com

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March 11, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

Please accept this letter as a confirmation of my support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas.

Sincerely,

Peter Guzman
President and CEO
Latin Chamber of Commerce Nevada



Futuro Academy Charter School

920 N. Lamb Boulevard
Las Vegas, NV 89110
Tel: 702-331-5515

July 15, 2021

Nevada State Public School Charter Authority

1749 N. Stewart Street, Suite 40

Carson City, NV 89706

Dear Nevada State Authority Board Members,

Please accept this letter as a confirmation of my support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

In my role as Executive Director and Principal at Futuro Academy Charter School, I have witnessed the pilotED team engage in authentic community outreach to provide a much needed educational alternative, and followed closely the inspiring work of pilotED in Indianapolis through various publications and collaboration groups, in particular the pioneering work of social identity development undertaken by pilotED.

Specifically, I support the leadership team of the organization, and in particular Karli Casto, who spent a summer at Futuro Academy observing, learning from, and supporting the work of school year preparation in the summer of 2019 as a Build Excel Sustain fellow.

I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas.

Sincerely,

Ignacio Prado

Executive Director & Principal

Futuro Academy Charter School



March 26, 2021

To: David Becerra,
Community Outreach Coordinator
PilotEd Schools
2710 Bethel Ave,
Indianapolis, NV 89032



CHICANOS POR LA CAUSA

Dear Mr. Becerra,

Chicanos Por La Causa Nevada's (CPLC) offers its whole hearted support and commitment to PilotEd School program. CPLC Youth program impacts both at-risk youth, young adults and the communities in which they reside in a crucial and positive manner. CPLC provides vocational training and resourceful support across the Southern Nevada Region. CPLC services are closely aligned with many of the same goals as PilotEd and we believe that a close partnership will build a strong network of assistance dedicated to increasing training and employment opportunities for these young adults - who are the future of Nevada's workforce.

PilotEd will provide a strategy of targeted co-enrollment for Youth participants, which includes access to one-on-one career guidance from trained Youth Career Coaches, supportive services, paid work experience and job shadowing, and an array of wraparound services aimed at placing our co-assisted young adults into employment, post-secondary education or both. CPLC youth program provides individualized assessments of its participants, to identify and overcome barriers - both visible and invisible - and to set and implement a plan that will lead to the young adult's successful transition into the workforce and life.

Some of specific assistance that can be provided to co-enrolled Youth Build participants:

- A designed pathway of workshops that include Job Readiness, Soft Skills development, Financial Literacy, Career and Educational Exploration and Emotional Intelligence Training.
- Appropriate referrals for mental health counseling, substance abuse treatment, housing and other concerns that may directly impact a young adult's ability to succeed
- Supportive Services that include uniforms, work clothes, bus passes, child care, tools and other employment requirements.

CPLC firmly believes that our commitment to PilotEd and their School Program will not only increase opportunities for our youth and their families within our communities, but also closely reflects the core spirit of CPLC - the mission of cooperation and integration of providers to develop, guide, and bring to realization the workforce of tomorrow.

Sincerely,

Chicano Por La Causa.



06/14/2021

Grant Number: PEDS-0521

Jacob Allen
pilotED Schools
2710 Bethel Ave,
Indianapolis, Indiana 46203

Dear Jacob Allen,

We are delighted to inform you that NewSchools Venture Fund (NewSchools) will provide pilotED Schools a grant of \$ 215,000 over the time period 07/01/2021 to 06/30/2022, to be paid according to the schedule below.

Purpose of Grant

This grant has been provided to advance specific activities of pilotED Schools Program, which NewSchools has determined are consistent with its own charitable purposes. These specific activities are as follows:

- Planning for a successful launch in fall of 2022 of Cactus Park Elementary, a K-5 school of pilotED Schools located in North Las Vegas, NV. The school will serve approximately 486 students by fall 2025. Planning efforts include, but are not limited to:
 - Working towards attaining charter/district approval;
 - Securing a facility;
 - Hiring a school leader and critical team members;
 - Designing an instructional model that fully addresses the needs of the target student population and ensures that all students progress toward achieving an expanded definition of success; and
 - Developing other critical operational components (e.g. student recruitment and community engagement plans, staff hiring and onboarding plans, financial model, governance model, an organizational approach to diversity, equity, and inclusion, etc.)

Working Relationship between pilotED Schools and NewSchools

In addition to providing a grant, we are committed to an open, constructive relationship in support of your organization and its mission.



CSGF Grant Next Steps External Inbox x



Mabel Lajes-Guiteras <mlajesguiteras@chartergrowthfund.org>
to Mabel, Craig, Kayleigh, Graham, Angela, Jeremiah, Tamala, me ▾

Wed, Jun 9, 2:41 PM ☆ ↶ ⋮

Hello,

Congratulations, again! We are excited to have you as a CSGF Seed portfolio member. We look forward to supporting you and appreciate all the work that you are doing to expand your impact in your community.

Below, you will find additional information our team needs to start working on your grant agreement.

Contact Information:

- Who will sign the agreement?

Name:
Email:
Title:

- Who can provide electronic payment instructions?

Name:
Email:
Title:

Legal Entity Information:

- Articles of Incorporation
- 501(c)3 Determination Letter



Chan Zuckerberg Initiative DAF

July 8, 2020



Mr. Jacob Allen
Founder and Chief Executive Officer
pilotED Schools Inc.
1 North State Street
Chicago, IL 60602

Dear Mr. Allen:

At the recommendation of the fund advisor(s), we are pleased to award pilotED Schools Inc. a grant of \$250,000.00 from the Chan Zuckerberg Initiative DAF, an advised fund of Silicon Valley Community Foundation. These funds will be wired to your account within three to five business days. If you have not been able to confirm receipt of the wire after five business days, please contact us immediately.

This grant is to provide general operating support to pilotED Schools. Please note that by accepting these funds, your organization confirms that:

- All grant funds, and income earned on those funds, may be spent only for charitable purposes, as defined by the U.S. IRC section 501(c)(3), and may not be for the personal benefit of an individual. If this recommendation is in support of an individual, your organization retains discretion over the funds, including the right to use the funds to support a different person.
- Individuals connected with this grant recommendation will receive no benefits, goods or services in exchange for this grant.
- Any funds not used for the purposes specified in this letter will be returned to Silicon Valley Community Foundation.

The foundation will require a detailed report on the project's impact on the participants and the community. The final report is due August, 1, 2021. A final report form is enclosed.

The community foundation is proud to partner with our donors in our shared mission to strengthen the common good, improve quality of life and address the most challenging problems. We appreciate the work of your organization and are pleased to support your efforts.

Sincerely,

Nicole Taylor
President and Chief Executive Officer



January 13, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

Please accept this letter as a confirmation of my support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

In my role as Principal at Red Hook Capital Partners, I have observed Lani Luo and her team's dedication to opening pilotED in the Clark County area. The school shows promise of fiscal discipline and a strong academic culture. I have also witnessed the leadership team remain focused on solving challenges to meet their goal of opening in Fall of 2022. Red Hook continues to work with pilotED to secure a permanent facility, and we are proud to support this group and recommend it for a charter approval. We believe this school will make a positive impact on the community for many years to come.

I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas.

Sincerely,


David Hyun (Jan 13, 2021 18:15 PST)

NAME: David Hyun
ROLE: Principal
ORGANIZATION: Red Hook Capital Partners



newschools
venture fund

January 4, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

NewSchools Venture Fund (NewSchools) submits this letter in support of pilotED Schools' efforts to open an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence.

As a national nonprofit venture philanthropy, NewSchools uses the charitable donations we receive to support education innovators who are reimagining public education to create great results for all students. NewSchools is known for identifying and supporting some of the highest impact education entrepreneurs in the field over the last twenty years.

Through our current strategy, we provide funding and support for teams of educators with ambitious plans to open new innovative public schools. These schools reimagine the learning experience for students, particularly those who have been traditionally underserved. We are impressed by the pilotED team, including their academic, social and emotional student results and extensive community engagement at their Indianapolis school. We are compelled by their plans to bring their transformational model for underserved students to Clark County.

We have supported their Indianapolis school with \$750,000 in grant funding and will consider providing financial support to the pilotED team to launch a school in Nevada once they have, amongst other requirements, secured a charter. NewSchools believes in pilotED's leadership and ability to launch a strong school. I hope they will have the opportunity to provide educational opportunity for students and families in Las Vegas.

Sincerely,

Frances Messano
Senior Managing Partner



January 14, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

Please accept this letter as a confirmation of our organization's support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

The team at Camelback Ventures has worked closely with Jacob Allen and pilotED for five years and watched him lead his schools through successful openings and continued positive outcomes. Specifically, Jacob has a track record of successfully building schools in new cities and states after developing relationships and building trust with the local community.

Additionally, Jacob is a leader in our community as chairperson of our alumni board. As the chairperson, he is responsible for the effective functioning of the board in its role of governing the Alumni Board which includes planning and leading the board meetings, ensuring board members follow through on commitments, and will participate in board succession planning. This shows his commitment to giving back and supporting others in his field.

I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas.

Sincerely,

Aaron Walker
Founder / CEO
Camelback Ventures



January 15, 2021

State Public Charter School Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Director Feiden:

I am writing to articulate our organization's partnership with **pilotED** and support of their application for authorization under the State Public School Charter Authority.

We are impressed with pilotEDs' unique model around social identity, academic excellence, and civic engagement. pilotEDs' Indianapolis campus has positive track record of driving academic success for students and strong results developing deep connections with the community they serve. The founder, Jacob Allen, has demonstrated a willingness to partner with local community stakeholders to ensure their Las Vegas school is responsive to the needs of students and reflective of the neighborhoods it will serve.

Opportunity 180 has partnered with pilotED through providing an initial planning grant to support their efforts, and upon approval by the SPCSA, pilotED will be eligible to apply for additional philanthropic funds of up to \$150,000 from Opportunity 180, based on the availability of those funds. Opportunity 180 is committed to providing resources to pilotED as they move forward in implementation. After a successful launch, pilotED would become part of Opportunity 180's Public Charter School portfolio. Through this portfolio, they will have access to a network of mission aligned Public Charter School leaders in Southern Nevada.

Opportunity 180 partners with their portfolio schools as a strategic funder and a strategic thought partner that deeply understands their vision for student success.





Opportunity 180 is committed to increasing the number of high-quality public school seats available to students in neighborhoods of greatest need. The pilotED team and their approach in planning for the launch of this school show great promise.

Sincerely,

Jana Wilcox Lavin
Executive Director, Opportunity 180



One day, all children in this nation will have the opportunity to attain an excellent education.

TEACHFORAMERICA

January 5, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

Please accept this letter as a confirmation of my support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

In my role as Managing Director, Alumni Impact at Teach For America Las Vegas, I have had the opportunity to work with founder Jacob Allen on several occasions. I have found him to be a leader dedicated to community and educational equity. I believe that Jacob and pilotED schools will center on students and families, and create rich experiences for young learners in North Las Vegas.

I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas.

Sincerely,

Drake Allsop
Managing Director, Alumni Impact
TEACHFORAMERICA | Las Vegas



AN AMERICORPS PROGRAM

701 Bridger Avenue, Suite 750, Las Vegas, NV 89101 P 702-696-9059 F 702-696-0907 www.teachforamerica.org



January 10, 2021

Nevada State Public School Charter Authority
1749 N. Stewart Street, Suite 40
Carson City, NV 89706

Dear Nevada State Authority Board Members,

Please accept this letter as a confirmation of my support for pilotED Schools' efforts in opening an elementary school in North Las Vegas that focuses on civic engagement, social identity development, and academic excellence. I recognize the power of pilotED's transformational model for underserved students in Clark County.

As a former CCSD teacher, Superintendent's Office Project Manager and first-generation college graduate myself, I started Leaders in Training (LIT) to ensure my former students had an equitable opportunity to access, persist and graduate from college. In the last 9 years we have grown from 20 students to 200 with a 100% college acceptance rate, 88% college persistence rate and 100% students committing to contribute back to their home community. LIT's uncommon success is due to our foundation of empowering critical consciousness development and an assets-based view towards our students, families and the East Las Vegas community. pilotED Schools' represent LIT's visions and values in a school-based model. I've known of pilotED schools and CEO Jacob Allen for many years and know our Southern Nevada students and families will benefit from an opportunity to attend this school's transformational model. I am excited to support pilotED's application.

I am excited to support pilotED Schools in their endeavor to serve hundreds of students and families in Clark County and look forward to supporting pilotED's future impact. The leadership team at pilotED has been unyielding in their commitment to execute pilotED's vision for years to come. I look forward to their growth and their journey as they seek to change the educational narrative for students and families in Las Vegas.

Sincerely,

Erica V. Mosca

Founder & Executive Director Leaders in Training
Litlv.org // 702.449.0703 // emosca@litlv.org



Attachment 2: Dual Credit MOU

N/A



Attachment 3: Annual Academic Schedule

Sample Cactus Park Elementary Calendar

July 2020 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							August 2020 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							September 2020 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30							October 2020 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31						
November 2020 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30							December 2020 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							January 2021 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							February 2021 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28						
March 2021 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							April 2021 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30							May 2021 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							June 2021 S M T W R F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30						

Federal Holidays and Seasonal Breaks

Aug 17, 2020	First Day of School	Oct 12-16, 2020	Fall Break	Dec 21 - Jan 1	Winter Break	Feb 15, 2021	Presidents' Day
Sep 7, 2020	Labor Day	Nov 3, 2020	Election Day	Jan 1, 2021	New Year's Day	Mar 22-Apr 2	Spring Break
		Nov 25-27, 2021	Thanksgiving Break	Jan 18, 2021	Martin Luther King Day	May 31, 2021	Memorial Day

Breaks (Fall, Winter, Spring, Summer)
First and Last Days of School
Holidays & Mental Health Days (No School)
Parent-Teacher Conferences
Teacher Professional Development (No Students)
August 13 at 5pm: New Parent Orientation (New Students)
August 14 at 5pm: Returning Parent Orientation (Returning Students)

Number of Instructional School Days = 180



Attachment 4: Board Member Template

START-UP SCHOOL PROPOSED BOARD MEMBER ROSTER																						
PROPOSED BOARD MEMBERS Name & Title on Board (if applicable)	OCCUPATION	LARGEST BUDGET MANAGED/ OVERSEEN (\$ or N/A)	AREA OF EXPERTISE								COMMITTEE ASSIGNMENT											
			Accounting/Finance	Fundraising/Development	Construction/Real Estate	Legal	Technology	PR/HR/Communications	Education	Medical	Community/Volunteer	Board Experience	Development	Real Estate	Board Development	Finance	Governance	Capital Campaign				
Cecilia Gonzalez, Board Member	Assemblywoman	\$1B		X		X			X	X		X										
Dinisha Mingo, Board Member	CEO, MHS	\$5M	X	X						X	X	X	X									
Angela Cook, Board Member	Attorney	N/A																				
Alex Bybee, Future Board Member	Statewide Director	N/A	X	X					X	X		X	X									
Sheila Weathers, Future Board Member	Educator	N/A								X		X										
Kimberly Lapuz, Future Board Member	SPED Admin	N/A								X			X									



Attachment 5: Board Member Information Sheet

Angela Marie Cook

BAR ADMIS

State of Nevada, admitted 2014

U.S. Federal Court, admitted 2014

EXPERIENCE

University of Nevada, Las Vegas, Las Vegas, NV

Adjunct Faculty Lecturer in the Department of Criminal Justice, August 2018 – present

- Deliver lectures on criminal justice and law
- Prepare course materials
- Evaluate and grade students' assignments

William S. Boyd School of Law, University of Nevada, Las Vegas, Las Vegas, NV

Adjunct Faculty Supervisor in the William S. Boyd School of Law Externship Program, January 2017 – present

- Supervise and advise students in their legal externships
- Deliver lectures on ethical and professional development
- Prepare course materials
- Evaluate and grade students' assignments

Legal Aid Center of Southern Nevada, Las Vegas, NV

Staff Attorney in the Children's Attorneys Project, April 2015 – present

- Represent abused and neglected children in the foster care system
- Conduct legal research on issues such as jurisdiction, mental health, and placement
- Draft memos, motions and orders

Clark County Eighth Judicial District Court - Family Court, Las Vegas, NV

Law Clerk to the Honorable Sandra L. Pomrenze, August 2013 – March 2015

- Conducted legal research on issues such as jurisdiction, custody, child support, deployed parents, and gestational carriers
- Drafted memos and orders
- Prepared case briefs, reviewed decrees and orders
- Maintained Judge's calendar and case files

Barbri (Bar Exam Prep Course), Las Vegas, NV

Course Administrator, May 2013 – July 2013

- Supervised course registration and simulated exams; ensured course location and facilities were functioning

Thomas & Mack Legal Clinic, William S. Boyd School of Law, Las Vegas, NV

Student Attorney in the Family Justice Clinic, January 2013 – May 2013

- Conducted legal research, fact investigation, trial work
- Drafted complaints, motions, pre-trial memos; represented clients in court

Legal Aid Center of Southern Nevada, Las Vegas, NV

Legal Extern in the Domestic Violence Unit, August 2012 – November 2012

- Researched case law on custody, visitation and the Nevada Rules of Civil Procedure
- Assisted in writing complaints, motions and pre-trial memos; conducted interviews with clients

Nevada Supreme Court, Las Vegas, NV

Judicial Extern to the Honorable Justice Michael L. Douglas, January 2012 – April 2012

- Conducted legal research and fact investigation on medical malpractice, construction defect, insurance defense and jurisdiction
- Assisted in drafting bench memos and orders; attended oral arguments

Aspen / Wolters Kluwer Publishers, Las Vegas, NV

Aspen Student Representative, August 2011 – May 2013

- Advertised Aspen/ Wolters Kluwer study aids to law school students; ensured campus bookstore stocked appropriate study aids

Servisair Globe Ground, McCarran Airport Terminal III, Las Vegas, NV

Passenger Service Agent, August 2002 – August 2013

- Checked-in passengers, boarded aircrafts, made announcements
- Trained agents to check-in, solve ticketing issues and process travel /immigration documents
- Trained in detecting hazardous materials and security procedures

Las Vegas Metropolitan Police Department, Las Vegas, NV

Volunteer Research Assistant, August 2007 – September 2009

- Trained in and granted access to utilize primary computer programs used by law enforcement

United States Probation Office, Las Vegas, NV

Student Intern, January 2006 – May 2006

- Maintained and archived case files; conducted home and employment visits
- Attended court sentencing, revocation hearings, and pre-sentence investigation interviews of federal defendants

EDUCATION

William S. Boyd School of Law, University of Nevada, Las Vegas, Las Vegas, NV

Juris Doctor, May 2013

Honors: Dean's Award, 2013
NLSA Western Region Thurgood Marshall Mock Trial Competition, 2nd place winners, 2013
Las Vegas National Bar Association, Scholarship Recipient, 2012
Society of Advocates (1 of 16 invited to join moot court team), Member, 2010 – 2013
CALI Award (for highest grade in course), Lawyering Process II, Spring 2010; Thomas & Mack Legal Clinic's Family Justice Clinic, Spring 2013

Activities: UNLV Gaming Law Journal, Business Editor, 2012 – 2013; Junior Staffer, 2011 – 2012
Black Law Student Association, Vice President of Operations & Philanthropy, 2012 – 2013; Vice President of Communications, 2011 – 2012; Member, 2009 – 2013
Minority Law Student Association, President, 2011 – 2012; Secretary, 2010 – 2011; Member, 2009 – 2013
Public Interest Law Association, Vice President of Legal Community Outreach, 2010 – 2011
Organization of Part-time and Non-traditional Law Students, Member, 2009 – 2013
Williams Institute Moot Court Competition, Participant, 2012
Clark County Moot Court Competition, Participant, 2010
Street Law, Volunteer, 2010 – 2013
Thomas & Mack Legal Clinic, Kids' Court Volunteer, Summer 2010

University of Nevada, Las Vegas

Master of Arts, Criminal Justice, May 2008

University of Nevada, Las Vegas

Bachelor of Arts, Criminal Justice, August 2006

PROFESSIONAL AND RESEARCH EXPERIENCE

Criminal Justice Seminar on Leadership, Innovation, and Adaptability, University of Nevada, Las Vegas, *Guest Lecturer*, 2020
CLE on Basics of Representing Children in Abuse & Neglect Cases, *Presenter*, 2019 & 2020
CLE on Interstate Compact for the Placement of Children in a Nutshell, *Presenter*, 2018
Center for Court Innovation's Commercial Sexual Exploitation of Children Project, *Research Assistant & Account Manager*, 2011 – 2012
Criminal Justice Seminar on Victimization, University of Nevada, Las Vegas, *Guest Lecturer*, 2010, 2017, & 2020
Las Vegas Metropolitan Police Department Domestic Violence Panel, *Moderator*, 2010
Criminal Justice Seminar on Law and Legal Procedure, *Guest Lecturer*, University of Nevada, Las Vegas, 2008
Criminal Justice Department, University of Nevada, Las Vegas, *Research Assistant*, 2007
Sex Offender Management Task Force of Southern Nevada, *Research Assistant*, 2006

PROFESSIONAL ASSOCIATIONS

Young Lawyers Section of the State Bar of Nevada (YLS), Member, 2014 -2020
YLS Committee Chair for Project Salute, 2014 – 2015
YLS Committee Chair for the Roger D. Foley Essay & Poster Contest, 2015 – 2016
YLS State of Nevada Delegate, 2017-2019
YLS Southern District Representative for Law Related Education, 2016 – 2020
Howard D. McKibben American Inn of Court, Member, 2014 – present
University of Nevada, Las Vegas Alumni Association, Member, 2014 – present

Las Vegas Chapter of the National Bar Association (LVNBA), Member, 2013 – present, Recording Secretary, 2019 – present
LVNBA Racial Justice Committee, Member, 2020 - present
LVNBA Mentorship Program, Attorney Mentor, 2020 - present
LVNBA Team Liaison to the Latino Bar Association's Annual Andale! 5k Run/ Walk Committee, 2020
LVNBA Breathe I: Virtual Vigil & Breathe II: Foreword, *Action-oriented Community Forum facilitating a new era of racial justice*, Organizer, 2020
LVNBA Liaison for the Annual Martin Luther King Drum Major for Justice Advocacy Competition, 2021
Youth & Justice Forum, Instructor, 2013 – present
LGBTQ+ Youth in Out-of-Home Placements Work Group, Liaison to the Legal Aid Center of Southern Nevada, 2018 – present
National Association of Counsel for Children, Member, 2015 – present
Rebel Trojan Mock Trial Competition, Volunteer Judge, 2016 & 2020
Caucus, Precinct Captain, 2016 & 2020
Las Vegas Chapter of the National Lawyer's Guild, Legal Observer, 2020 - present

Publications:

Nevada Lawyer Magazine, Article, "Reflections of a Legal Observer," Author, January 2021
Nevada Lawyer Magazine, Article, "NBA & LVNBA: Still Standing Strong," Co-Author, To be published in February 2021

Biography of Angela M. Cook, Esq.

Angela M. Cook is an attorney in the Children's Attorneys Project at Legal Aid Center of Southern Nevada. She practices in the area of child welfare. She is also an adjunct faculty lecturer in the Criminal Justice Department at University of Nevada, Las Vegas and adjunct faculty supervisor in William S. Boyd School of Law's Externship Program. Angela also serves as recording secretary of the Las Vegas Chapter of the National Bar Association.

Prior to joining Legal Aid Center, Angela served as a law clerk to the Honorable Sandra L. Pomrenze in the Family Division of the Clark County Eighth Judicial District Court. Angela's educational background includes a Bachelor's and a Master's degree in Criminal Justice from the University of Nevada, Las Vegas. She earned her Juris Doctor from the William S. Boyd School of Law in 2013.

While attending law school, Angela worked as a student attorney in the Thomas & Mack Family Justice Clinic, externed in Legal Aid Center of Southern Nevada's Domestic Violence Unit, and served as a judicial extern to the Honorable Michael L. Douglas of the Nevada Supreme Court. She was also a member of the Society of Advocates and the Thurgood Marshall Mock Trial Team. She further held leadership positions as Business Editor of the Gaming Law Journal, President of the Minority Law Student Association, and Vice President of the Black Law Student Association.

Start-Up Charter School Board Member Information

To be completed individually by each proposed charter school board member and member of the Committee to Form (including prospective employees or consultants).

All forms must be signed by hand.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the SPCSA requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background

1. Name of charter school on whose Board of Directors you intend to serve pilotED Schools of Nevada
2. Full name Angela Marie Cook
Home Address _____
Business Name and Address _____
Phone Number _____
E-mail address _____
3. Brief educational and employment history and discussion of qualifications to serve on the board of this charter school.

-I have a Bachelor's and a Master's degree in Criminal Justice from the University of Nevada, Las Vegas (UNLV). I also earned a Juris Doctor from UNLV William S. Boyd School of Law. I work as an attorney practicing in the area of child welfare. Prior, to this I served as a law clerk for a family court judge.
4. Resume and professional bio are attached.
5. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above).
 Does not apply to me. Yes

Start-Up Charter School Board Member Information

6. Why do you wish to serve on the board of the proposed charter school?

-I grew up in Las Vegas and care deeply about the success of the people in my community. Nevada's school system has had its challenges and there are areas it can be improved. I want to help contribute to the education of Nevada's youth.

7. What is your understanding of the appropriate role of a public charter school board member?

-The role of school board members is to understand the mission of the school, demographics of the students and their academic needs, the performance goals of the school, and to help facilitate the school's vision by providing oversight.

8. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

-I have served in positions of leadership on the boards of other organizations. Currently, I served as the Recording Secretary of the Las Vegas Chapter of the National Bar Association (LVNBA). In this capacity, I prepare agendas for the executive board and the general assembly meetings; schedule upcoming events, meetings, and reminders. As part of the executive board I help develop and organize events that will help address needs within the community as well as advance minorities in positions of leadership. I recently completed my service as the Southern District Representative of Law Related Education with the Young Lawyer's Section of the State Bar of Nevada. In this role, I helped organize and oversee the Goldilocks Program (volunteer attorneys teach elementary school students about the legal system) and the Roger D. Foley Essay & Poster Competition (provides students an opportunity to learn about the legal system).

9. Describe the specific knowledge and experience that you would bring to the board.

-I grew up in Las Vegas and am familiar with the education system. Also, in my professional role as a children's attorney, representing children in the child welfare system, I am familiar with the challenges that students and their families face that can impact their education. I have deep ties to the community and am able to contribute my knowledge of resources and experience to the board.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

-PilotED's mission is to help children reach their full potential by taking a holistic approach to each students' education to be successful. This means not only focusing on the academic needs of the children, but also addressing their social and emotional needs and engaging and supporting the families and the community.

2. What is your understanding of the school's proposed educational program?

-The school's educational program is focused on helping students that come from a community

Start-Up Charter School Board Member Information

that has been traditionally underserved, struggles with funding, and addressing the specific challenges and needs that affect the students and their families. The educational program is focused on addressing and teaching students about their social identity, emotional well-being, improving their academics, encouraging them to be civically engaged, and engage and support their families.

3. What do you believe to be the characteristics of a successful school?

- A successful school has a clear mission, is organized, has consistent funding, access to resources, adaptable, has a strong and experienced team (members that believe in the school's mission and dedicated to it, that are hard working, respectful, exhibit kindness, promote diversity and inclusion, open lines of communication, empathy and understanding, and people are held accountable for their actions).

4. How will you know that the school is succeeding (or not) in its mission?

-By regularly reviewing the school's performance (reviewing the instruction, culture of the school, academic performance, and impact on the community).

Governance

1. Describe the role that the board will play in the school's operation.

-The board will help support the school leaders in upholding the mission of the school and meeting its goals, develop solutions, and address issues that arise.

2. How will you know if the school is successful at the end of the first year of operation?

-The school's success can be determined by the progress it is making towards its goals and the expectations for what should be accomplished in that timeline.

3. How will you know at the end of three years if the school is successful?

-The success of the school can be determined by assessing the school's progress towards its long-term goals and feedback from the students, their families, and the community. Comparing it to similarly situated schools across the state and nation can also be used as a benchmark to its success.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

-The board will need to be properly trained, informed, engaged, communicate, and meet regularly to ensure the school's success.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

- I will communicate my concerns, present the facts and evidence to support them and seek

Start-Up Charter School Board Member Information

guidance from the bylaws and follow the rules laid out to execute the appropriate response for the said action(s).

Disclosures

1. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.
 I / we do not know any such trustees. Yes

2. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any person who is proposed to be or you anticipate will apply to be a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes

3. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows anyone 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.
 I / we do not know any such persons. Yes

4. Indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
 I / we do not anticipate conducting any such business. Yes

5. If the school intends to contract with an education management organization or other education service provider, indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not intend to contact with an education service provider or school management organization.
 I / we do not know any such persons. Yes

6. If the school contracts with an education management organization or education service provider, please indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.
 N/A. I / we have no such interest. Yes

7. If the school plans to contract with an education management organization or education service

Start-Up Charter School Board Member Information

provider, indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

N/A. I / we or my family do not anticipate conducting any such business. Yes

8. Indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

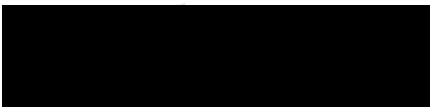
Does not apply to me, my spouse or family. Yes

10. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.

None. Yes

Certification

I, Angela M. Cook, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Authority as a prospective board member for pilotED Schools of Nevada Charter School is true and correct in every respect.



01/15/2021
Date

Start-Up Charter School Board Member Information

Statement of Assurances

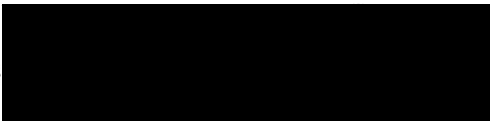
Revised June, 2015

1. The charter school herein named, pilotED Schools of Nevada shall be organized and administered in accordance and compliance with all applicable provisions of Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), and all applicable federal statutes and regulations.
2. The charter school shall enter into a written agreement with the sponsor and comply with all provisions therein during the term of the agreement upon approval by the sponsor.
3. The charter school shall report any and all substantive changes in personnel, facilities, schedules, and other pertinent components of the operation of the charter school to the sponsor in a timely manner.
4. The charter school shall keep such records and provide such information in the time and manner prescribed in NRS and NAC that the sponsor, the school district in which the charter school is located, the Nevada Department of Education, the State Board of Education, and the State Public Charter School Authority require, as needed for the purpose of fiscal audit, and program evaluation and reporting, including, but not limited to, the following. The charter school shall:
 - Account for the total number of students, per NRS 387.123 and NRS 387.1233;
 - Submit accountability and progress reports throughout the academic year;
 - Conduct and report on required examinations of students;
 - Submit required reports on class size averages and types of teacher assignments, including students in programs of special education;
 - Submit separate accounting for funds received for pupils with disabilities and gifted and talented pupils, per NRS 387.047 and 388.520;
 - Submit required accounts of funds from federal sources, per federal reporting and audit requirements;
 - Submit reports regarding student truancy, transiency, attendance and dropout rates;
 - Submit reports of weapons and violence incidence;
 - Describe suspensions and expulsions; and
 - Comply with state, district, and federal statutes and regulations regarding instruction of disabled students including the development and implementation of Individual Education Plans (IEPs) for disabled students.
5. Permission is hereby granted to any member of the State Public Charter School Authority, Nevada Department of Education, the Nevada Department of Taxation, the Legislative Counsel Bureau, and the local school district to visit the school and inspect the premises and operating procedures of the school during business hours.
6. The charter school and its Governing Body shall comply with the provisions of NRS Chapter 281, Public Officers and Employees, General Provisions.

Start-Up Charter School Board Member Information

Notarized Statement

I, the undersigned, do consent and do solemnly swear (or affirm) that the information set forth in the forgoing application is true and complete to the best of my knowledge, and that failure to disclose pertinent information or the concealment of information or making false statements in the detailed application for operation of a charter school shall constitute valid grounds for refusal or revocation of permission to operate said school. The undersigned also affirms that the charter school herein named is obligated to enter into an agreement concerning the methods and procedures for the sponsor to monitor the progress of the charter school herein named. The undersigned affirms that the State Public Charter School Authority, Nevada Department of Education and the sponsor are entitled to access to financial and other records relating to the operation of the charter school.

 _____ Angela M. Cook _____
Signature of Certifying Charter School Official Name Printed

CHARTER SCHOOL BOARD MEMBER _____ 01/15/2021 _____

Title
State of Nevada
County of Clark
Subscribed and sworn to before me

Date



Cecelia L. González, BA, MA, M.Ed.

Ce

Education – University of Nevada, Las Vegas

2018 – 2019 Master of Education – Curriculum & Instruction: Multicultural Education

2016 – 2018 Master of Arts – Criminal Justice

2010 – 2015 Bachelor of Arts – Criminal Justice; Minor: Sociology

Professional Experience

June 2019 – Current Field Organizer

Elizabeth Warren for President – Las Vegas, NV

January 2019 – May 2019 Response to Intervention Instructor (RTI)

Futuro Academy – Las Vegas, NV

May 2019 – November 2018 Canvass Coordinator

For Out Future Nevada – Las Vegas, NV

March 2017 – Current Volunteer

NARAL Pro-Choice Nevada – Las Vegas, NV

April 2016 – Current Sexual & Reproductive Rights Peer Trainer

Amnesty International – Amnesty International USA

Community Involvement

2019 Personal Story & Field Pitch Speech — August Town Hall (800 people)

Elizabeth Warren for President, Henderson, NV

2019 Community Small Group Leader – Gun Violence Prevention Democratic Discussion

Elizabeth Warren for President, Henderson, NV

2019 Mass Liberation Leadership Team

Mass Liberation, Las Vegas, NV

2019 Sexual and Reproductive Rights Peer Trainer

Amnesty International, USA

2017 Fight for a Future National Leadership Council

Generation Progress, Washington, D.C.

2017 Substance Abuse Treatment and Recovery Intern

Florence McClure Women’s Correctional Facility, Las Vegas, NV

2013 C.A.R.E Advocate

Jean Nidetch Women’s Center, University of Nevada, Las Vegas

Awards

2017 1st Place Social Science Poster - \$200

Graduate & Professional Student Associate Research Forum – University of Nevada, Las Vegas

2015 Spirit of Community

C.A.R.E Advocates Award Ceremony – University of Nevada, Las Vegas

Training & Facilitation

2019 Data Director Track, Arena Academy

Arena Academy – Texas Cohort

2019 Sexual & Reproductive Rights Peer Trainer

Amnesty International AIUSA

2018 Cultural Leadership Retreat Facilitator

Office of Civic Engagement and Diversity – University of Nevada, Las Vegas

2017 Sexual & Reproductive Rights Peer Trainer

Amnesty International AIUSA

2017 Cognitive Behavioral Interventions for Substance Abuse

Nevada Department of Corrections

2017 Ohio Risk Assessment System (ORAS)

Nevada Department of Corrections

2017 National Education for Women’s Leadership (NEWL)

Women’s Research Institute of Nevada

2017 Global Advocacy Summit

Center for Health and Gender Equality (CHANGE) Washington, D.C.

2016 Title IX Boot Camp

Know Your IX

2016 Sexual & Reproductive Rights Peer Trainer

Amnesty International AIUSA

2015 Green Dot Bystander Training

Jean Nidetch Women’s Center – University of Nevada, Las Vegas

2015 Sexual Health Educator Program (SHEP)

Planned Parenthood of the Rocky Mountains

2015 Domestic Violence Volunteer Training Program (36-Hours)

S.A.F.E. House – Las Vegas, NV

2015 Domestic Violence Advocacy Training (36-Hours)

S.A.F.E. Nest – Las Vegas, NV

2014 Cultural Leadership Retreat Facilitator

Office of Civic Engagement and Diversity – University of Nevada, Las Vegas

2013 Campus Advocacy Resource Empowerment (C.A.R.E.) Advocacy (35-hours)

Jean Nidetch Women’s Center – University of Nevada, Las Vegas

2013 Rape Crisis Advocacy Volunteer Training (50-Hours)

Rape Crisis Center – Las Vegas, NV

Start-Up Charter School Board Member Information

To be completed individually by each proposed charter school board member and member of the Committee to Form (including prospective employees or consultants).

All forms must be signed by hand.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the SPCSA requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

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Background

1. Name of charter school on whose Board of Directors you intend to serve Cecelia González
2. Full name Cecelia González
Home Address _____
Business Name and Address _____
Phone Number _____
E-mail address _____
3. Brief educational and employment history and discussion of qualifications to serve on the board of this charter school.
4. Resume and professional bio are attached.
5. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above).
 Does not apply to me. Yes
6. Why do you wish to serve on the board of the proposed charter school?
I wish to serve on the board of the proposed charter school because I am passionate about education in my community. I went to high school in the area of the proposed charter school and have worked in a charter school as well. I wish to serve on this board to provide insight about the community and the needs of our students and parents. I also wish to serve on this board to collaborate and work with other members in my

Start-Up Charter School Board Member Information

community that have the same values and goals.

7. What is your understanding of the appropriate role of a public charter school board member?

My understanding about the role is to provide insightful knowledge, strategy, and development to the school, as well as recruit and find educators that fit our mission, family, and goals. My role is to understand the community in which we serve, and to understand how to meet the needs of our students, educators, and staff. We are leaders within the school.

8. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

Although I have not been on a board on any official capacity, I believe that I will make a great addition because I am well emersed in my community. I have held countless leadership positions in organizing the community around issues that are important/matter to me. For example, I have been an active leader in registering and mobilizing previously disenfranchised folks to vote. I believe that my many different leadership position will make me a good fit for the board. I am currently studying in my doctoral program in Multicultural Education and I hold a Masters of Education as well. These academic roles have allowed to study education and how to strive for a more equitable and just system.

9. Describe the specific knowledge and experience that you would bring to the board.

My background in community organizing will bring unique skills to this role. I have previously learned how to collaborate with others in my community and how to build strong coalitions. My policy and advocacy work has allowed me to learn how to advocate for our most vulnerable populations, including our students. I am a team player and look forward to growing in this role as well.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

My understanding of the school's mission and guiding beliefs is that the foundation of learning is based on the student's identity. This is vital in teaching students other frameworks than the common Eurocentric curriculum that is commonly outdated. The school's mission is for children to succeed in a space that celebrated who they are racial, ethnically, and socioeconomically.

2. What is your understanding of the school's proposed educational program?

My understanding of the school's proposed educational program is that again, it focuses on student's racial identities and overall mental health. The purpose of this educational program is to promote and incorporate and center students' experiences to further their academic and professional success and development. The purpose of this educational program is to provide validation and equity in a child's learning environment.

3. What do you believe to be the characteristics of a successful school?

I believe that the characteristics of a successful school are that they are student focused, goal focused, and communicative to parents, teachers, and staff. I believe that transparency is vital in the success of a school as well. Schools that continue to grow and center their students. Understanding the needs of students makes for overall success.

4. How will you know that the school is succeeding (or not) in its mission?

I think that this can be a complicated question due to the uniqueness of the school and its purpose and mission. Student achievement can be based on things like test scores and

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grades, however, given the schools mission, it could also be in a student's overall mental wellness and social identity understanding. I believe that this should be a continuous process of self-evaluation, however, tools used to evaluate can change, based on the needs of the students.

Governance

1. Describe the role that the board will play in the school's operation.

The board will be held responsible for the school's overall operation, logistics, fundraising, work within the community, network, grow the school's message/base/enrollment/outreach.

2. How will you know if the school is successful at the end of the first year of operation?

I believe that this question depends on the goals set by the board and overall leadership of school.

3. How will you know at the end of three years of the school is successful?

I believe that this question depends on the goals set by the board and overall leadership of school.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

Open communication and transparency on all parties.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

I would follow policies and procedures in handling a matter of this sort and also discuss with leadership depending on the process.

Disclosures

1. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.

I / we do not know any such trustees. Yes

2. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any person who is proposed to be or you anticipate will apply to be a school employee. If so, indicate the precise nature of your relationship.

I / we do not know any such employees. Yes

3. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows anyone 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.

I / we do not know any such persons. Yes

4. Indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the school. If so, indicate the

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precise nature of the business that is being or will be conducted.

I / we do not anticipate conducting any such business. Yes

5. If the school intends to contract with an education management organization or other education service provider, indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.

Not applicable because the school does not intend to contact with an education service provider or school management organization.

I / we do not know any such persons. Yes

6. If the school contracts with an education management organization or education service provider, please indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.

N/A. I / we have no such interest. Yes

7. If the school plans to contract with an education management organization or education service provider, indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

N/A. I / we or my family do not anticipate conducting any such business. Yes

8. Indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

Does not apply to me, my spouse or family. Yes

10. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.

None. Yes

Certification

I, Cecelia Gonzalez, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Authority as a prospective board member for PilotEd Schools of Nevada Charter School is true and correct in every respect.

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Signature

1/14/2021

Date

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Statement of Assurances

Revised June, 2015

1. The charter school herein named, pilotED Schools of Nevada,
(name of charter school)

shall be organized and administered in accordance and compliance with all applicable provisions of Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), and all applicable federal statutes and regulations.

2. The charter school shall enter into a written agreement with the sponsor and comply with all provisions therein during the term of the agreement upon approval by the sponsor.

3. The charter school shall report any and all substantive changes in personnel, facilities, schedules, and other pertinent components of the operation of the charter school to the sponsor in a timely manner.

4. The charter school shall keep such records and provide such information in the time and manner prescribed in NRS and NAC that the sponsor, the school district in which the charter school is located, the Nevada Department of Education, the State Board of Education, and the State Public Charter School Authority require, as needed for the purpose of fiscal audit, and program evaluation and reporting, including, but not limited to, the following. The charter school shall:

- Account for the total number of students, per NRS 387.123 and NRS 387.1233;
- Submit accountability and progress reports throughout the academic year;
- Conduct and report on required examinations of students;
- Submit required reports on class size averages and types of teacher assignments, including students in programs of special education;
- Submit separate accounting for funds received for pupils with disabilities and gifted and talented pupils, per NRS 387.047 and 388.520;
- Submit required accounts of funds from federal sources, per federal reporting and audit requirements;
- Submit reports regarding student truancy, transiency, attendance and dropout rates;
- Submit reports of weapons and violence incidence;
- Describe suspensions and expulsions; and
- Comply with state, district, and federal statutes and regulations regarding instruction of disabled students including the development and implementation of Individual Education Plans (IEPs) for disabled students.


5. Permission is hereby granted to any member of the State Public Charter School Authority, Nevada Department of Education, the Nevada Department of Taxation, the Legislative Counsel Bureau, and the local school district to visit the school and inspect the premises and operating procedures of the school during business hours.

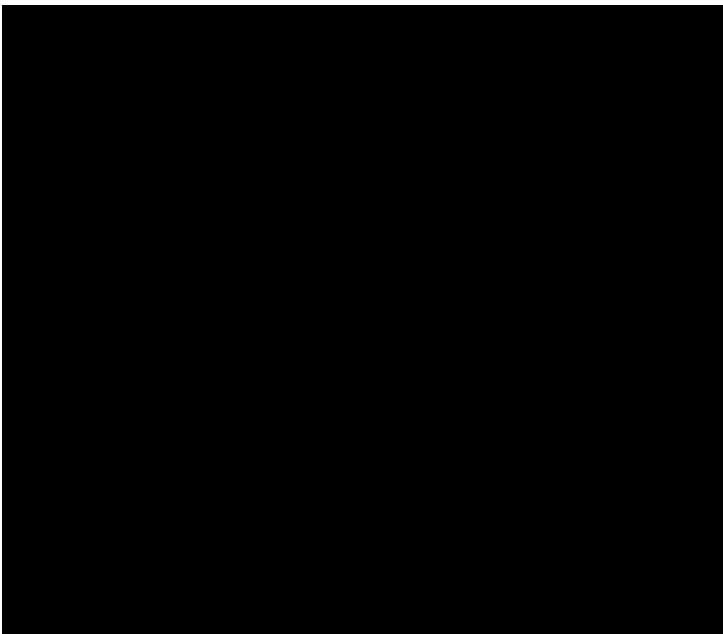
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6. The charter school and its Governing Body shall comply with the provisions of NRS Chapter 281, Public Officers and Employees, General Provisions.

Notarized Statement

I, the undersigned, do consent and do solemnly swear (or affirm) that the information set forth in the forgoing application is true and complete to the best of my knowledge, and that failure to disclose pertinent information or the concealment of information or making false statements in the detailed application for operation of a charter school shall constitute valid grounds for refusal or revocation of permission to operate said school. The undersigned also affirms that the charter school herein named is obligated to enter into an agreement concerning the methods and procedures for the sponsor to monitor the progress of the charter school herein named. The undersigned affirms that the State Public Charter School Authority, Nevada Department of Education and the sponsor are entitled to access to financial and other records relating to the operation of the charter school.

	Cecelia Gonzalez
Signature of Certifying Charter School Official	Name Printed
Board Member	1/15/21
Title	Date



Dinisha M. Gray-Mingo

www

Education

- University of Nevada, Las Vegas, Las Vegas, Nevada
M.S. in Educational Psychology
Fall 2015, Cumulative GPA 3.2
- Concordia University, Portland, Oregon
B.A. in Degree in Psychology; Spanish Minor
Honors Graduate, May 2010, Cumulative GPA 3.4
Completed Senior Thesis

Leadership Experience

- November 2019 - Elected Board Member of the Las Vegas Urban Chamber of Commerce
- November 2020 – Candidate for Board Membership with Nevada Faith and Health Coalition
- December 2019- December 2020 – Pillar Member of Nevada Partners West Las Vegas Promise Neighborhood Initiative

Certifications & Training

- May 2020 – Psychological First Aid Training
- June 2019 – Certified Smoking Cessation Instructor from American Lung Association
- February 2018 – ASIST (Applied Suicide Intervention Skills Training) certified and trained in Suicide Intervention
- July 2017 – Youth Mental Health First Aid USA Training
- February 2017 – SAFE TALK trained suicide prevention

Business Experience

Mingo Health Solutions (MHS) Behavioral Services (March 2016 – Current) – provides outpatient therapy and behavior intervention services for those with mental health diagnoses including addictions. Services include in-office and home therapy for individuals, families and groups. MHS services children and adults

- CEO and Director – Supervise and direct staff: QBAs/QMHAs/QMHPs, BCBAs, RBTs Quality Assurance department, treatment coordinating department, Autism program coordinator, client services coordinator and receptionist.
 - Build and expand services for company:
 - **May 2016 - Created curriculum, provided and facilitated Medicaid 16 hour training for behavior interventionists (QMHAs & QBAs) to provide basic skills training and psychosocial rehabilitation for intensive outpatient services for Medicaid recipients with mental and behavioral health diagnoses. Training covers HIPAA, CONSENT, MANDATED REPORTING, DOCUMENTATION, COMMUNICATION AND CRISIS DE-ESCALATION, INTERVENTIONS SKILLS, CONFLICT RESOLUTION**
 - June 2017 - Added Applied Behavioral Analysis Services for children with Autism providing in home ABA therapy, parent-training and social skills groups. Contracted with State of Nevada Aging and Disability services through ATAP (Autism Treatment Assistance Program)
 - August 2018 – Respite services added in for families caring for those with disabilities and needing time for self-care; contracted with Desert Regional Center to service populations approved for respite services

- 2019 – Expanded Organization to Colorado Springs, CO

Solutions of Change (January 2017- Current) – non-profit organization providing mental health counseling, education, awareness and community intervention. Goal is to offer wrap-around services and support mental health advocacy with a holistic approach.

- Founder and Chair – organized the board for implementing the plan and vision of the non-profit, delegating tasks to create programs to carry out the vision of the non-profit.
 - Mental Health Block Grant – Awarded Mental Health Block Grant to provide trauma-informed counseling, crisis intervention and family support to youth and adolescents.
 - Fancy Friday – In response to COVID-19, in April 2020, Fancy Friday is a live show discussing various mental health topics among various populations, sharing personal stories and providing tips, resources, warning signs and coping skills to encourage mental wellness and teach how to manage various mental health diagnoses, symptoms and triggers. Initially, Fancy Friday ran 8 consecutive weeks through April and continued in May for Mental Health Awareness month, and thereafter, on the 2nd Friday of each month. Guests include licensed clinicians and community members and leaders. Community members are encouraged to get dressed and be fashionable in order to feel better, increase productivity, motivation, mood and have something to look forward to in lieu of being home. The atmosphere, while serious in information and stories shared, is fun and light and includes live music from a Licensed Music Therapist. The premise is for everyone to understand that mental health matters and we are “in this together”. Topics have included teen suicide, veteran’s mental health, domestic violence, minority mental health, trauma, family relations, faith, fitness, finances, mental health for men and parenting strategies for educating students during pandemic.
 - Healing to Health – created vision and organized community outreach event bringing the dialogue of mental health to the faith-based community through by understanding how mental health is correlated with spiritual health. The purpose is to educate, empower and equip the community with tools to manage and maintain healthy mental states. The event brings licensed professionals, experts in areas of topic, and experienced people to provide testimonials to relate to the population.
 - April 2017: Stress-Out Summit
 - October 2017: Family Business Summit
 - April 2018: Mind Over Matter
 - October 2019: Mental Health Matters

Work Experience

Therapeutic Wellness Services (November 2012 – November 2015)

- Executive Director – Supervise QBA’s/QMHA’S, Quality Assurance for clinical notes, facilitate monthly supervision, communicate/coordinate with Clinical supervisor about clients’ treatment, in charge of employee intake (interviews, hiring, assuring employee file is complete and in compliance with Medicaid), Marketing (contacting referrals for clients), All Administrative Duties and maintaining office and files, Continue to perform all duties mentioned below as QMHA
- November 2012 – November 2015: QMHA – conducted intake assessments, par writing, wrote treatment plans, provided BST/PSR

Whole Life Health Support Services (April 2012 to November 2015)

- QMHA: Day Treatment (Groups for children and adults) Coordinator; Day Treatment Facilitator; BST/PSR for individuals ages four to 65 (worked in Adult group homes/day care centers); conducted treatment planning and wrote treatment plans along with authorization requests for service provision; provided case management services for children and adults; Quality Assurance

Achievements/Awards Skills

- November 2020: Nominated, Awarded Scholarship and Completed the Small Business Leadership Academy
- August 2017: Won the Urban Chamber Business Pitch Competition
- April 2014: Earn Miss American Beauties Plus Pageant Queen (devoted to community service and leadership)

- **May 2010: Elected to provide the Commencement Address for Concordia University Spring Graduation Class of 2010 for over 2000 people**

Special Projects

- November 2020: Nominated, Awarded Scholarship and Completed the Small Business Leadership Academy
- August 2017: Won the Urban Chamber Business Pitch Competition
- April 2014: Earn Miss American Beauties Plus Pageant Queen (devoted to community service and leadership)
- **May 2010: Elected to provide the Commencement Address for Concordia University Spring Graduation Class of 2010 for over 2000 people**
-

Teaching/Presentation Experience

May 2016 – Current: Created and facilitates 16 hour training qualifying and certifying mental health associates to provide rehabilitative mental health services for Medicaid providing over 30 trainings; Trained 2 Graduate degree professionals to facilitate training and 1 post-graduate student to facilitate training

June 2020 – Trauma workshop for National Association of Black Journalists

July 2020 – Grief and Loss training for Nevada Public Health Training Center; University of Nevada, Reno CASAT

December 7, 2019 – Teach For America – Presented on Preventing Teacher Burnout

May 2019 - Zappos Lunch and Learn on stress management, self-calming techniques and work and life balance for Black Awareness Empowerment (BAE) committee

March 17, 2019 – Wellness University – Presented on the relationship between mental and physical health

December 3, 2018 – Teach For America - Recognizing Behavioral Problems and intervening with appropriate communication (emotional intelligence)

October 26, 2018 – Montevista Hospital - Facilitated CEU for licensed clinicians on Effective Communication

October 25, 2018 – Served as panelist for FOCUS LAS VEGAS on Mental Health Challenges in community at LV City Hall

October 9, 2018 – Provided training for JAG program teaching specialists on crisis de-escalation

Speaking Experience

September 2020 – Channel 8 News on Teen Suicide

November 8, 2019 – Presented to Leadership Las Vegas class discussing how the census affects small, social service organizations

May 19, 2019 – Keynote speaker and panelist for discussion of mental health for people of faith at Free Believers Church

May 9, 2019 – Spoke on the importance of mental health for the health of business for the Christian Women's Business Organization

February 14, 2019 – **Spoke on Channel 3** News regarding emotional support animals for those with mental health needs
<https://news3lv.com/news/local/study-half-of-pet-owners-cuddle-more-with-their-pooch-than-significant-other>

January 11th, 2019 – **Moderated "Quality of Life Panel" for FOCUS** Las Vegas Leadership at Summerlin Hospital

November 10, 2018 - Panelist at Shades of Health Wellness Summit, Town Square

June 13th, 2018 – **Spoke on Channel 3** News in regard to suicide prevention for youth:

<https://news3lv.com/news/local/henderson-teen-killed-friends-stole-his-wallet-bragged-on-social-media>

June 8th, 2018 – **Spoke on Channel 3** news in regard to suicide prevention:

<https://news3lv.com/news/local/get-help-today-local-resources-for-suicide-prevention-in-las-vegas>

October 25, 2018 – **FOCUS Las Vegas Leadership** Panelist for Challenges of Mental Health in Community

October 21, 2018 - Panelist for Strength at SOAR Empowerment Event (300 women)

June 2012 – Current: spoken at multiple faith-based programs providing inspirational messages and main sermon/teaching for spiritual services

Leadership Experience

- 2019 – Current – Free Believers Church – Minister and Leader of Merge for new members
- 2015 – 2018 – CODA Ministries - Licensed minister; Leader of Women's ministry, praise and worship team
- 2013 to 2015: Antioch Ministries COGIC - Leader/Supporter of the Women's Ministry/Department, Praise dance ministry
- 2010 to 2015: Antioch Ministries COGIC - Minister of Praise & Worship
- 2006-2009: Concordia University Teacher Corps – tutored and monitored challenged, low-income elementary students in English and Mathematics
- 2009: Coordinator for New Student Orientation - planned, organized and hosted (along with a committee) Freshman Orientation for Concordia University 2009
- 2007-2010: Church Youth Leader – mentored and assisted with events for the youth of Vancouver Avenue First Baptist Church, Portland, OR
- 2009-2010: Treasurer of Concordia University Psi Chi Chapter (a collegiate honor society for psychology students)
- 2006-2009: Writing Center Tutor, Concordia University
- 2006-2007: President of Neil's Residence Hall, Concordia University

Skills

- English; Conversational Spanish (5 years - Intermediate) – Study Abroad in Salamanca, Spain Spring Semester 2008 (5 months)
- Public Speaking for youth and adults (occasions to be listed)
- Strong social, organizational, time management skills; ability to work proficiently alone or with group

Dinisha Mingo is the CEO and Founder of MHS Behavioral Services, Inc. MHS, founded in 2016, is an organization that provides outpatient mental and behavioral health services to children, adults and families who experience depression, anxiety, trauma and addictions. MHS also provides ABA services for children with Autism in home and in clinic.

Dinisha began direct service work in behavioral health in 2011, providing outpatient rehabilitative services to children, adults and families. She has worked with diverse populations aged 4-82 individually and in group settings. Dinisha has worked in many areas of behavioral health as a treatment coordinator, case manager and Director of an organization.

Dinisha earned her Master's Degree in Educational Psychology in 2015 and has a passion for mental health and education. As a result, one of MHS' specialties is bridging the gap between behavior and education. Dinisha is an educator. Through MHS, she often works in the community to bring awareness and knowledge regarding mental health. In addition, Dinisha created and facilitates a 16 hour training on behavior intervention, crisis, communication, clinical documentation and HIPAA for paraprofessionals in the mental health field. Dinisha is A.S.I.S.T. certified for suicide prevention and crisis de-escalation. MHS hosts an annual suicide hotline for World Suicide Awareness Day.

In 2017, Dinisha founded Solutions of Change, a nonprofit that aides in the rehabilitation of mental health through awareness and direct service provision. SOC completed a 6 week youth empowerment program for teen girls aged 13-16. The program, entitled "Color Me Beautiful" targeted self-esteem, feelings, boundaries, friendship and goals setting, ending with a graduation celebration. SOC partnered with MHS to host 3 "Healing to Health" summits bringing the dialogue of mental health to the faith based community with speaking addressing the importance of physical, mental and spiritual health. Dinisha was appointed Board member of the Nevada Faith and Health Coalition in 2020, furthering her passion and efforts for health in the faith-based community.

Solutions of Change is currently hosting an event in response to COVID-19, "Fancy Friday" a cause for mental health awareness, calling for people to get dressed and feel good in spite of working from home and not being able to go "out". Although in isolation and having to "physical distance", we must not allow the circumstances to negatively impact our mental health. Fancy Friday is also a fundraiser to raise money for Solutions of Change to offer mental health support for those unable to afford it.

Dinisha is a public speaker and has spoken at numerous community events for various reasons including business development and empowerment, mental health awareness, motivational speaking, faith-based ministering, and has sat on and moderated panels regarding community development. Dinisha has been invited to NBC, local channel 3 news to speak on various mental health crises in the Las Vegas community.

Dinisha has a passion for teaching and training. She has facilitated many workshops and outreach events for youth and adults. One of her most notable teaching achievements was the creation of state required training for paraprofessionals to render rehabilitative mental health skills to those experiencing and impairment in function due to mental and behavioral health needs. She is adamant about ensuring provider are properly equipped with the skills to best serve these underserved populations so those suffering can be restored to their optimal level of functioning. She partnered with University of Nevada, Reno to training the only 10 Certified Community Behavioral Health Centers on these skills.

Dinisha's purpose is to serve and she believes in servant leadership. In 2019, She was appointed board member of the Las Vegas Urban Chamber of Commerce where she is able to advocate for opportunities and success for small business. She has a passion for helping business owners maintain their optimal mental health as well. She loves to support at-risk and underserved populations. She believes in education and empowerment but absolutely invested giving others tools to change their lives for the better. She is a mentor, writer, minister, singer and podcaster. Dinisha's goal is for everyone to leave her presence better than when they came. She strives to do this by walking out the mission she has for herself and MHS. That mission is to BE THE CHANGE.

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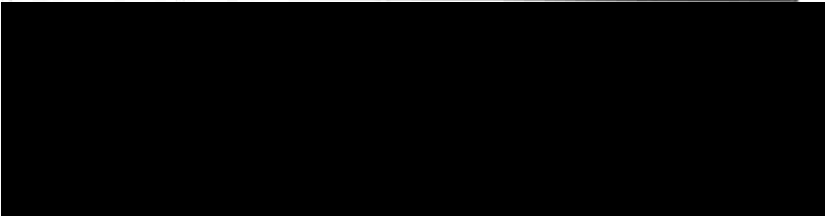
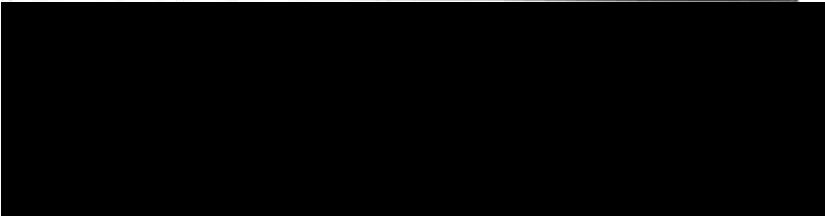
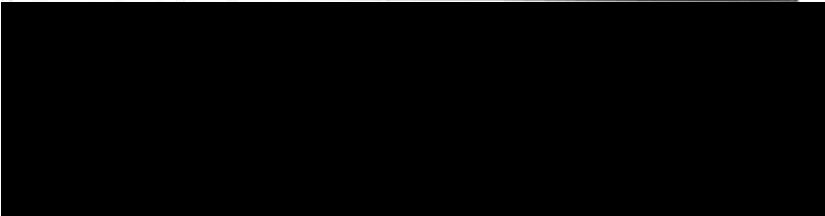
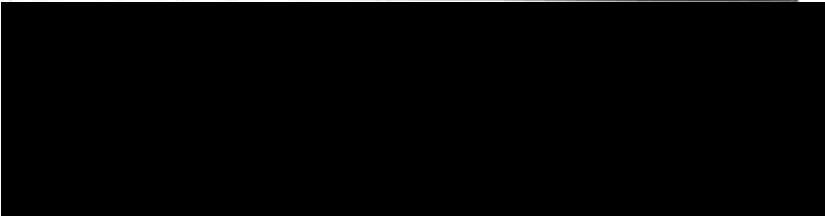
To be completed individually by each proposed charter school board member and member of the Committee to Form (including prospective employees or consultants).
All forms must be signed by hand.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the SPCSA requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background

1. Name of charter school on whose Board of Directors you intend to serve PilotEd Schools
2. Full name Dinisha Mingo
Home Address 
Business Name and Address 
Phone Number 
E-mail address 
3. Brief educational and employment history and discussion of qualifications to serve on the board of this charter school. I have a Master's in Educational Psychology and Bachelor's in Psychology. I have worked in behavioral health since 2011 providing direct treatment to children and adults diagnosed with mental and behavioral health disorders in group, individual, office and home settings. I have been self-employed for 5 years and supervising treatment of mental disorders. (Please see resume attached)
4. Resume and professional bio are attached.
5. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above).
 Does not apply to me. Yes
6. Why do you wish to serve on the board of the proposed charter school?
Bridging the gap between behavior and education is a passion of mine. I am eager to approach

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this need from an administrative, teaching and direct service approach to combat poor academic achievement as a result of mental and/or behavioral health issues. In addition, I want to see fewer misdiagnoses of minority children with behavioral disorders, learning disabilities due to lack of support and barriers to perform educationally. Training teachers to properly intervene, recognize warning signs and having educational institutions invested in the holistic health of students will help this but also increase academic achievement of underprivileged (and all) youth by getting the appropriate and proper supports in place.

7. What is your understanding of the appropriate role of a public charter school board member?
To govern, oversee implementation of school practices and curriculum to ensure they are in alignment with the school's purpose as well as support with policy, financial opportunities or other avenues that would further the purpose and success of the school.
8. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.
I currently serve on the board of our local Urban Chamber of Commerce as well as the Nevada Faith and Health Coalition. I also serve as chairwoman of a nonprofit that I founded that provides mental health treatment to youth and families. I am new to serving on boards, but my education, insight, knowledge, experience and passion is what I can contribute. I am learning and will be invested in the vision and mission of the school and am open to feedback and desire to grow.
9. Describe the specific knowledge and experience that you would bring to the board.
I have some knowledge on mental illness, how it impacts youth, what the disconnects are in the school environment from home life and mental health. I have knowledge on interventions that are effective for students, family and staff. I have experience working directly with youth and families as well as training teachers on recognizing warning signs and supporting youth with mental illness in an academic environment. I have knowledge on how mental and behavioral health disorders can impact education as well as peers interactions. I have knowledge and experience on youth, family engagement and taking a community approach to healing and wellness.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
Being very lay - to increase educational performance of minority and disadvantaged youth through a liberal and holistic approach to education, incorporating and addressing mental health needs including social environment, community, family, and professional support. Not only do we want this youth to excel academically but we want to equip and empower them with support to be successful in life and thrive in all areas of life.
2. What is your understanding of the school's proposed educational program?
To incorporate holistic wellness as a way of life and not a segregated area of life. In order for a person to be whole and achieve optimally, health and wellness are foundational to success.
3. What do you believe to be the characteristics of a successful school?
 - a. Having a strong and progressive administration
 - b. Having qualified and healthy teachers who have the support they need to teach and feel

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- appreciated.
- c. Having finances to support all educational needs including curriculum, activities, materials, payroll and activities.
 - d. Having a clean and safe environment (physically and mentally).
 - e. Having support who truly care and understand the REAL needs of the students and staff and capability to meet these needs.
 - f. Ability to operate flexibly within a structure with understanding that one size does not fit all
 - g. Having the ability to expose students to all areas of life for educational and career opportunities.
 - h. Having family investment and engagement and tools /resources to support the families.
 - i. Having high educational outcomes.
 - j. Having invested teachers with longevity.
4. How will you know that the school is succeeding (or not) in its mission?
By having appropriate measurements in place that align with the mission and demonstrating success in those measurements. For example, educational outcomes, low or regressing incidents of disruptions, low turnover rate in staff and admin.

Governance

1. Describe the role that the board will play in the school's operation.
Making decision in regard to some policy, direction of the school, community relations
2. How will you know if the school is successful at the end of the first year of operation?
If the appropriate (SMART) goals are set and met.
3. How will you know at the end of three years of the school is successful?
If the appropriate (SMART) goals are set and met, if the school is retaining staff, student needs are met, educational outcomes are met, and funding grows.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
Ensuring a healthy culture is in place, training is in place, budget for hiring appropriate personnel is in place, and be willing to listen to feedback of staff and families and incorporating that feedback. In addition, having a strong quality assurance person in place to audit and assess needs, feedback and performance.
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?
I would address it directly with the board, ensure that knowledge and expectations are clear, discuss appropriate consequences and or potential rehabilitation or removal. If it is handled or action not taken, I would remove myself.

Disclosures

1. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.
 I / we do not know any such trustees. Yes

Start-Up Charter School Board Member Information

I know who Cecelia Gonzalez is from a community level, not personally.

2. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any person who is proposed to be or you anticipate will apply to be a school employee. If so, indicate the precise nature of your relationship.
 I / we do not know any such employees. Yes

3. Indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows anyone 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.
 I / we do not know any such persons. Yes

4. Indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
 I / we do not anticipate conducting any such business. Yes

5. If the school intends to contract with an education management organization or other education service provider, indicate whether you or your spouse or any relative within the third degree of consanguinity or affinity knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not intend to contact with an education service provider or school management organization.
 I / we do not know any such persons. Yes

6. If the school contracts with an education management organization or education service provider, please indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.
 N/A. I / we have no such interest. Yes

7. If the school plans to contract with an education management organization or education service provider, indicate if you, your spouse or any relative within the third degree of consanguinity or affinity anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.
 N/A. I / we or my family do not anticipate conducting any such business. Yes

Start-Up Charter School Board Member Information

8. Indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

Does not apply to me, my spouse or family. Yes

10. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.

None. Yes

Certification

I, _____, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Authority as a prospective board member for _____ Charter School is true and correct in every respect.

Signature

Date

Start-Up Charter School Board Member Information

8. Indicate whether you, your spouse or any relative within the third degree of consanguinity or affinity are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

Does not apply to me, my spouse or family. Yes

10. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.

None. Yes

Certification

I, Dinsha Mingo, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Authority as a prospective board member for ProEd Charter School is true and correct in every respect.

 1/28/2021
Date

Start-Up Charter School Board Member Information

Statement of Assurances

Revised June, 2015

1. The charter school herein named, Pilot Ed,
(name of charter school),

shall be organized and administered in accordance and compliance with all applicable provisions of Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC), and all applicable federal statutes and regulations.

2. The charter school shall enter into a written agreement with the sponsor and comply with all provisions therein during the term of the agreement upon approval by the sponsor.

3. The charter school shall report any and all substantive changes in personnel, facilities, schedules, and other pertinent components of the operation of the charter school to the sponsor in a timely manner.

4. The charter school shall keep such records and provide such information in the time and manner prescribed in NRS and NAC that the sponsor, the school district in which the charter school is located, the Nevada Department of Education, the State Board of Education, and the State Public Charter School Authority require, as needed for the purpose of fiscal audit, and program evaluation and reporting, including, but not limited to, the following. The charter school shall:

- Account for the total number of students, per NRS 387.123 and NRS 387.1233;
- Submit accountability and progress reports throughout the academic year;
- Conduct and report on required examinations of students;
- Submit required reports on class size averages and types of teacher assignments, including students in programs of special education;
- Submit separate accounting for funds received for pupils with disabilities and gifted and talented pupils, per NRS 387.047 and 388.520;
- Submit required accounts of funds from federal sources, per federal reporting and audit requirements;
- Submit reports regarding student truancy, transiency, attendance and dropout rates;
- Submit reports of weapons and violence incidence;
- Describe suspensions and expulsions; and
- Comply with state, district, and federal statutes and regulations regarding instruction of disabled students including the development and implementation of Individual Education Plans (IEPs) for disabled students.

5. Permission is hereby granted to any member of the State Public Charter School Authority, Nevada Department of Education, the Nevada Department of Taxation, the Legislative Counsel Bureau, and the local school district to visit the school and inspect the premises and operating procedures of the school during business hours.

Start-Up Charter School Board Member Information

6. The charter school and its Governing Body shall comply with the provisions of NRS Chapter 281, Public Officers and Employees, General Provisions.

Notarized Statement

I, the undersigned, do consent and do solemnly swear (or affirm) that the information set forth in the forgoing application is true and complete to the best of my knowledge, and that failure to disclose pertinent information or the concealment of information or making false statements in the detailed application for operation of a charter school shall constitute valid grounds for refusal or revocation of permission to operate said school. The undersigned also affirms that the charter school herein named is obligated to enter into an agreement concerning the methods and procedures for the sponsor to monitor the progress of the charter school herein named. The undersigned affirms that the State Public Charter School Authority, Nevada Department of Education and the sponsor are entitled to access to financial and other records relating to the operation of the charter school.



Signature of Certifying Charter School Official

Dinisha Mingo

Name Printed

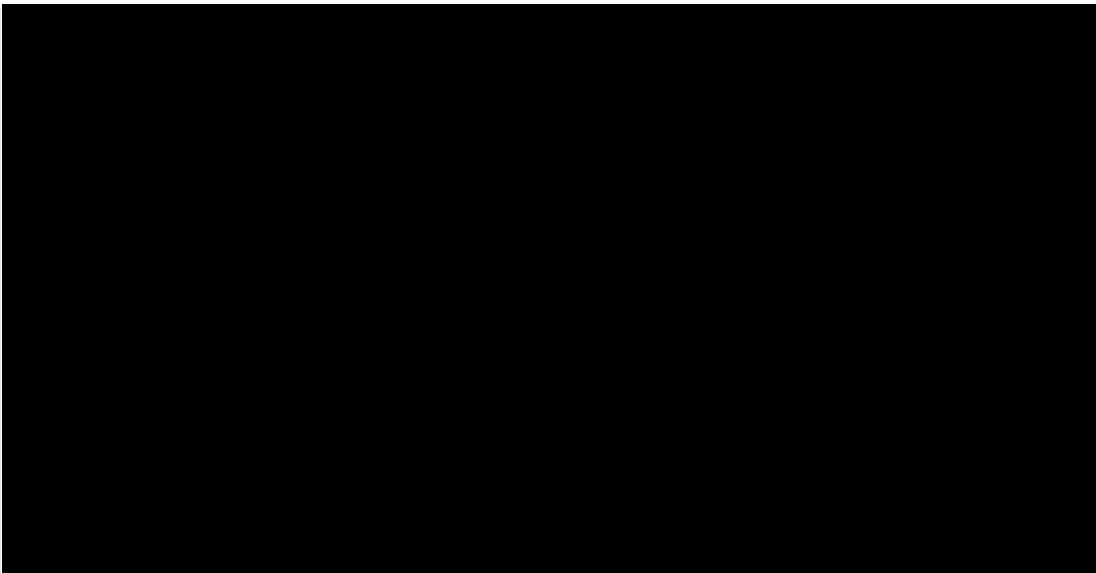
BOARD MEMBER

Title

1/28/2021

Date

Subscribed and sworn to before me





Attachment 6: Board’s Proposed Bylaws, Code of Ethics, and Conflict of Interest Policy

BYLAWS OF pilotED Schools of Nevada Inc. (a Nevada nonprofit corporation)

ARTICLE I: NAME AND CORPORATE PURPOSES

Section 1.1 — GENERAL PURPOSES

The name of the corporation shall be pilotED Schools on Nevada Inc. The purposes for which pilotED Schools of Nevada Inc., a Nevada nonprofit corporation (the “Corporation”), is organized are:

1. To operate exclusively for charitable, educational, religious or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (the “Code”); and
2. Subject to, and within the limits of the purpose set forth in paragraph 1 above, the Corporation’s purpose is also to prepare elementary-aged students within an academic charter school setting.

Section 1.2 — STATEMENT OF NONDISCRIMINATION

The Corporation shall not directly or indirectly discriminate against any person or organization because of race, color, gender, age, religion, disability, national origin, ancestry, marital status, sexual preference, parental status, military discharge status or source of income.

Section 1.3 — POWERS AND LIMITATIONS

1. The Corporation is organized and shall be operated as a nonprofit corporation exclusively for charitable, educational and scientific purposes, and may make distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Code. Notwithstanding the foregoing or any other provision of the Articles or these Bylaws of the Corporation:
 1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, Officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 1.1 above, and no Director or Officer of the Corporation or any private individual shall be entitled to share in any distribution of any of the assets of the Corporation upon its dissolution above.
 2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation (except to the extent permitted pursuant to an election made under Section 501(h) of the Code), and the Corporation shall not participate or intervene (including the publishing or distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office; nor shall the Corporation engage in any activities that are unlawful under applicable federal, state or local laws.
 3. The Corporation shall not carry on any activities not permitted to be carried on (i) by a corporation exempt from federal income tax and described in Section 501(c)(3)



of the Code or (ii) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

Section 1.4 — PRINCIPAL OFFICE

The Corporation shall continuously maintain in the State of Nevada a registered office and a registered agent whose office is identical with such registered office. The Corporation may have other offices within or without the state and need not be identical with the principal office in the State of Nevada. The address of the registered office and registered agent may be changed from time to time by the Board of the Corporation (the “Board”).

ARTICLE II: MEMBERSHIP

There shall be no members of the Corporation, and the Corporation shall be governed by a self-perpetuating Board.

ARTICLE III: BOARD OF DIRECTORS

Section 3.1 — GENERAL POWERS

The affairs and overall policy of the Corporation shall be administered by, and under the supervision of, the Board. The members of the Board (the “Directors”) shall be residents of the State of Nevada.

Section 3.2 — NUMBER AND TENURE

The number of Directors shall initially be three (3). The number of Directors may be fixed or changed from time to time, within a minimum of three (3) and a maximum of eleven (11), if by resolution of the Board without amendment to these Bylaws. The School Leader and Executive Director (“ED”) of the Corporation, shall be ex-officio non-voting members of the Board for purposes of notice and quorum but shall not be elected for terms as Directors and shall not count towards the minimum or maximum number of Directors for purposes of this Article III. The Board may, from time to time, by amendment of these Bylaws, change the minimum and maximum number of Directors, but in no case shall the minimum number of Directors be less than three. Directors shall be elected annually by the Board of Directors to hold office for three year terms unless otherwise stated in the resolutions affecting such election. Each year, approximately one-third of the Directors shall be elected on a rolling basis.

Section 3.3 — QUALIFICATIONS

Those who seek to be Directors of the Corporation must abide in all respects with the corporate policies set forth in these Bylaws and must characterize personal commitment to the values of the Corporation.

Section 3.4 — QUORUM

A majority of the total number of authorized Directors shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 3.5 — ELECTION

Directors shall be elected at the annual meeting of the Board or at other times as deemed necessary by the Board. Directors shall be elected by a majority vote of the Directors present at such a meeting, provided that there is a quorum present. Each Director so elected shall serve a term



beginning on the date of his or her appointment. Each Director shall hold office until the first of the following to occur: (i) his or her successor shall have been duly elected and shall have qualified; (ii) his or her death or disability; (iii) he or she shall resign in writing; or (iv) he or she shall have been removed in the manner hereinafter provided.

Section 3.6 — RESIGNATION AND REMOVAL

Any Director may resign at any time by giving written notice to the Chair of the Board. Such resignation, which may or may not be made contingent on formal acceptance, shall take effect on the date of receipt or at any later time specified therein; provided, however, that if such resignation would cause the number of Directors to be less than the minimum as provided in Article III, such resignation shall not be effective until a successor Director is elected by the Board. Any member of the Board may be removed with or without cause at any time by resolution adopted by a two-thirds (2/3) vote of the Board via a secret ballot.

Section 3.7 — VACANCIES

Notwithstanding Section 3.5 above, any vacancy occurring in the Board, including, without limitation, a vacancy by reason of an increase in the number of Directors and a vacancy as a result of the resignation or removal of a Director, shall be filled by the Board as soon as is practicable and shall require approval by a majority vote of the remaining Directors. A Director so elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. If a vacancy is filled pursuant to this Section and there is no applicable predecessor in office, then the new Director's term shall be concurrent with the term of the upcoming Board election conducted pursuant to Article III.

Section 3.8 — DIRECTORS

Members of the Board:

- i. Shall receive no payment of honoraria, excepting reimbursement for expenses incurred in performance of voluntary Corporation activities in accordance with Corporation policies.
- ii. Shall serve the Corporation with the highest degree of undivided duty, loyalty, and care and shall undertake no enterprise to profit personally from their position with the Corporation.
- iii. All participants in Board work are bound by the Conflict of Interest Policy statements.
- iv. Shall have no direct or indirect financial interest in the assets or leases of the Corporation; any Director who individually or as part of a business or professional firm is involved in the business transactions or current professional services of the Corporation shall disclose this relationship and shall not participate in any vote taken with respect to such transactions or services.

Section 3.9 — ACTIONS BY DIRECTORS

Except as provided by applicable law, these Bylaws or the Articles of Incorporation of the Corporation (the "Articles"), any decision, action, approval or consent required or permitted to be taken by the Board may be taken by the Directors only (i) with approval by a majority of the votes by Directors present at a meeting at which a quorum is present, or (ii) by unanimous written consent.

Section 3.10 — ANNUAL AND REGULAR MEETINGS

The annual meeting of the Board, beginning with the year 2021, shall be held without other notice than this Bylaw. The Board may provide by resolution the time and place, either within or without the State of Nevada, for the holding of additional and regular meetings of the Board, without other notice than such resolution. In any event, the Board shall hold at least three (3) regular meetings, not including the annual meeting in a fiscal year. All annual and regular meetings shall be noticed



and be open to the public in a manner necessary to comply with the Open Door Law, to the extent that such law applies to the Corporation or its specific actions.

Section 3.11 — SPECIAL MEETINGS

Special meetings of the Board may be called at any time by the Chair, and shall be called upon the written request of a majority of the Directors. Notice of the date, time, place and purpose of a special meeting shall be sent by the Secretary to each Director at such time that, in regular course, such notice would reach him or her at least 48 hours prior to the meeting. At any meeting at which all Directors are present, notice of the date, time, place and purpose thereof shall be deemed waived; and notice may be waived (either before, during, or after the time of the meeting), by absent Directors. In lieu of the notice required by this Section, a Director may sign a written waiver of notice before, during, or after such meeting.

Section 3.12 — PARTICIPATION AT MEETINGS

Directors may participate in and act at any meeting of the Board of Directors through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

ARTICLE IV: COMMITTEES

Section 4.1 — COMMITTEES

The Board shall have power to appoint committees, comprised of a minimum of two members, for the purpose of conducting certain aspects of the corporate business not otherwise delegated. Committees may not act on behalf of, and have no authority to bind, the Corporation. The designation of such committees shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it, her or him by law. The Chair or the Chairperson of any committee may create an ad hoc committee or sub-committee. The creation, purpose and membership of any such ad hoc committee or subcommittee shall be reported to the Board. Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board.

Section 4.2 — GOVERNANCE COMMITTEE

There shall be a standing nominating committee, known as Governance Committee. The Governance Committee shall be composed of at least three (3) persons recommended by the Chair and elected by the Board at its annual meeting. Each Governance Committee member shall serve an indefinite term, unless otherwise voted upon by the Board. The Governance Committee shall elect its own chair. The Governance Committee is commissioned by and responsible to the Board to assume the primary responsibility for matters pertaining to Board recruitment, nominations, orientation, training, and evaluation in accordance with these Bylaws as well as established policies and practices approved by the Board.

Section 4.3 — FINANCE COMMITTEE

There shall be a standing finance and budget committee, known as the Finance Committee. The Finance Committee provides financial oversight of the Corporation and ensures that the school operates in a fiscally responsible way at all times. Each Finance Committee member shall serve an indefinite term, unless otherwise voted upon by the Board. The Finance Committee shall have the Treasurer as its chair. The Finance Committee is commissioned by and responsible to the Board. It



is responsible for working with the ED and his or her designees to create the upcoming fiscal year budget; presenting budget recommendations to the Board; monitoring implementation of the approved budget on a regular basis and recommending proposed budget revisions; recommending to the Board appropriate policies for the management of the Corporation's assets. The Finance Committee shall be assisted by the ED.

Section 4.4 — ACADEMIC EXCELLENCE COMMITTEE

There shall be a standing Academic Excellence committee. The Academic Excellence Committee is commissioned by and responsible to the Board to assume the primary responsibility for working with the ED to define academic excellence, ensure that all Directors know the charter promises that were made to the community and the authorizer and to devise clear and consistent measures to monitor these goals.

Section 4.5 — DEVELOPMENT COMMITTEE

At the Board's discretion, a standing or ad hoc fundraising oversight committee known as the Development Committee may be created. The Development Committee would be commissioned by and responsible to the Board to assume the primary responsibility for raising non-grant funds to support the Corporation's mission.

ARTICLE V: OFFICERS AND AGENTS

Section 5.1 — OFFICERS

The Officers of the Corporation shall consist of a Chair, a Secretary and a Treasurer, and may also include a Vice Chair and such other Officers as may be deemed necessary or desirable by the Board, each of whom shall be elected or appointed by the Board. A person may serve in more than one Officer Capacity, but there must at all times be at least two different people serving as Officers of the Corporation. Such Officers shall have the authority and perform the duties prescribed, from time to time, by the Board. The ED will be an advisory, non-voting member of the Board (ex officio).

CHAIR

The Chair shall convene, and preside at, regularly scheduled Board meetings, and shall arrange for other members of the Board to preside at each meeting. The Chair shall concentrate on the business affairs of the Corporation and bring to the attention of the Board any matter that he or she believes requires the attention or action of the Board. In general, the Chair shall perform such duties as from time to time may be prescribed by the Board or these Bylaws.

VICE CHAIR

The Vice Chair, if any, shall assume all the duties and powers of the Chair in his or her absence or inability to serve. The Vice Chair shall assume such additional duties as the Board may designate.

SECRETARY

The Secretary shall: (a) be responsible for the keeping of the minutes of the Board and committee meetings in one or more books provided for that purpose and shall submit such minutes to the Board within thirty (30) days of such meeting; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records, including, but not limited to, keeping a register of the post office address of each Director, which shall be furnished to the Secretary by each



Director; (d) have the authority to certify the Bylaws, resolutions of the Board and Committees thereof, and other documents of the Corporation as true and correct copies thereof; and (e) in general, discharge all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chair or by the Board.

TREASURER

The Treasurer shall: (a) oversee that the Corporation maintains adequate financial books; (b) oversee the regular books of account of the Corporation, and make them available for inspection to the Directors; (c) render to the Board from time to time as may be required of him or her, an account of the financial condition of the Corporation; (d) oversee all funds and securities of the Corporation; (e) oversee that the Corporation deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (f) in general, discharge all duties incident to the office of Treasurer, and such other duties as may be assigned to him or her by the Chair or by the Board.

SCHOOL LEADER/EXECUTIVE DIRECTOR

The ED is an advisory, ex officio non-voting member of the Board, and is the executive director of the Corporation. He or she shall have such powers and discharge such duties as may be assigned to him or her from time to time by the Board. The term of office of the ED shall be such term as set by the Board. The annual salary paid to the ED shall be determined by the Board.

Section 5.2 — DELEGATION OF AUTHORITY

In the event that the office of the Chair becomes vacant, the Vice Chair shall become Chair for the unexpired portion of the term or until the Chair is replaced. If there is no Vice Chair, then the Secretary, followed by the Treasurer, will fill the vacancy. In the event that the office of Secretary or Treasurer becomes vacant, the ED with assistance from the pilotED Foundation shall appoint interim Officers to fill such vacant offices until a scheduled meeting of the Board can be held. In case of the absence of any Officer, or for any other reason that it may deem sufficient, the Board may either delegate the powers or duties of such Officer to any Director or employee of the Corporation for a time specified by the Board, or may eliminate some or all of such powers or duties of such Officer, provided a majority of the entire Board concurs therewith.

Section 5.3 — ELECTION AND TERM OF OFFICE

The Governance Committee shall present a slate of Officers to the Board. The nominated Officers shall be drawn from among the members of the Board. The election of Officers shall be held at the annual meeting of the Board. The Officers shall be elected by the Board for a term of one (1) year at a meeting of the Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Newly elected Officers shall take office following the close of the meeting at which they are elected. Each Officer shall hold office until the first of the following to occur: (i) his or her successor shall have been duly elected and shall have qualified; (ii) his or her death or disability; (iii) he or she shall resign in writing; or (iv) he or she shall have been removed in the manner hereinafter provided. Election or appointment of an Officer or agent shall not in itself create contract rights.

Section 5.4 — REMOVAL



Any Officer or agent may be removed by the Board whenever, in its judgment, the best interest of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5.5 — VACANCIES

A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term.

ARTICLE VI: ADVISORY COUNCILS OR BOARDS

The Board may, from time to time, appoint advisory boards or special councils for specific purposes that do not require corporate action. The composition of such advisory groups may include persons with professional skills or special experience necessary to advise and inform the Board. Such advisory groups shall not have the authority to commit the Corporation to any legal contracts or agreements whether or not related to the business of the Corporation. The Board shall not lend “apparent authority” to such advisory groups, and all related corporate resolutions shall expressly limit the group’s authority in this respect.

ARTICLE VII: FINANCIAL POLICIES

Section 7.1 — FISCAL YEAR

The fiscal year of the Corporation shall be from July 1st to June 30th.

Section 7.2 — SALE OF ASSETS

A sale, lease, exchange, mortgage, pledge or other disposition of property or assets of the Corporation outside the normal course of business may be made by the Board upon such terms and conditions and for such consideration, which may consist in whole or in part of cash or property, real or personal, as may be authorized by the Board; provided, however, that a sale, lease, exchange or other disposition of all or substantially all the property and assets of the Corporation shall be authorized only upon receiving the affirmative vote of two-thirds (2/3) of the Directors then in office.

Section 7.3 — CONTRACTS

The Board may authorize any Officer or Officers, agent or agents, in addition to the Officers so authorized by these Bylaws, to enter into any contracts or execute and deliver any instrument in the name of, and on behalf of, the Corporation, and such authority may be general or confined to specific instances.

Section 7.4 — LOANS

No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 7.5 — CHECKS, DRAFTS, ETC.

All checks, wire transfers, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. The ED is authorized to negotiate contracts for the purchase of goods or



services in furtherance of the corporate objectives. Items exceeding \$5,000 shall require the signature of the Treasurer in addition to the signature of the ED.

Section 7.6 — DEPOSITS

The Board may designate such fiscal agents, investment advisors and custodians to direct the management of the Corporation's assets. The Board may at any time, with or without cause, discontinue the use of the services of any such fiscal agent, investment advisor or custodian.

Section 7.7 — GIFTS

The Board or the Chair may accept, on behalf of the Corporation, any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII: INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Corporation shall, to the fullest extent now or hereafter permitted by law, indemnify any person (and/or such person's estate) made, or threatened to be made, a party to any action or proceeding by reason of the fact that such person was an associate, Director, Officer or other agent of the Corporation, or of any other organization served by him or her in any capacity at the request of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a Director or Officer, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE IX: MISCELLANEOUS

Section 9.1 — TAX-EXEMPT ORGANIZATION

The Corporation shall function as an organization qualifying under Section 501(c)(3) of the Code.

Section 9.2 — NONPROFIT CORPORATION

The Corporation shall have all of the general powers set forth in the provisions of Nevada nonprofit law, as amended, together with the power to solicit and receive grants, contributions and bequests for any corporate purpose and the power to maintain a fund or funds of real or personal property for any corporate purposes, provided, however, that the Corporation shall not have the power to engage in any activities which are not in furtherance of its purposes as set forth in Article I. The Corporation shall have the right to exercise such other powers as now are, or hereafter may be, conferred by law upon a corporation organized for the purposes hereinabove set forth or necessary or incidental to the powers so conferred, or conducive to the furtherance thereof.

Section 9.3 — GENERAL LIMITATIONS

The Corporation shall neither have nor exercise any power, nor shall it directly or indirectly engage in any activity, that would (a) prevent it from obtaining an exemption from Federal income taxation as a corporation described in Section 501(c)(3) of the Code, or (b) cause it to lose such exempt status. The Corporation shall not be operated for the purpose of carrying on a trade or business for profit.



Section 9.4 — PRIVATE FOUNDATION

If for any period the Corporation is a private foundation as defined in Section 509 of the Code, then during such period, the Corporation shall be subject to the following restrictions and prohibitions:

- a. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code.
- b. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.
- c. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code.
- d. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code.
- e. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

Section 9.5 — DISSOLUTION

Upon dissolution or liquidation of the Corporation, the Board shall dispose of all remaining assets of the Corporation after paying or making provision for the payment of all of the liabilities of the Corporation (except any assets held upon condition requiring return, transfer or other conveyance in the event of dissolution, which assets shall be returned, transferred or conveyed in accordance with such requirements) exclusively for the purposes of the Corporation by transferring such assets to such organization or organizations organized and operated exclusively for charitable, scientific, or educational purposes and qualified as a tax exempt organization or organizations described in Section 501(c)(3) of the Code, as the Board of the Corporation shall determine. Any of such assets not so disposed of shall be disposed of by the court of general jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for the purposes of the Corporation in such manner, or to such tax exempt organization or organizations described in Section 501(c)(3) of the Code, as said court shall determine.

Section 9.6 — EFFECT

The provisions of this Article shall be effective at all times, and notwithstanding merger, consolidation, reorganization, termination, dissolution or winding up of the Corporation, voluntarily or involuntarily, or by operation of law or any other provision hereof.

Section 9.7 — AMENDMENTS

The Articles and these Bylaws may be altered, amended or repealed, and new articles of incorporation and bylaws may be adopted by a two-thirds (2/3) majority of the Directors present at any regular meeting or any special meeting called for that purpose. Notice of the proposed amendment (including the suggested text of the change) shall be given in writing to all Directors at least fifteen (15) days before the meeting at which the vote thereon is to be taken, and shall identify the persons proposing the amendment.

Section 9.8 — SEVERABILITY

The invalidity or unenforceability of any provision in these Bylaws shall not affect the validity or enforceability of the remaining provisions.

ARTICLE X: BOOKS AND RECORDS



The Corporation, at its offices, shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees, and shall keep a record of the names and addresses of all Board and committee members. All books and records of the Corporation may be inspected by a Director, or his or her agent or attorney at any reasonable time.



**CONFLICT OF INTEREST POLICY OF
pilotED Schools of Nevada Inc.
(a Nevada nonprofit corporation)**

I.

PURPOSE

The purpose of the conflict of interest policy is to protect the interests of pilotED Foundation Inc. (the “Organization”) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization 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.

II.

DEFINITIONS

1. Interested Person. Any director, principal officer, 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:
 1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
 2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
 3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
3. Conflict of Interest. A financial interest is not necessarily a conflict of interest. Under Section 3.2, 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.



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

III.

PROCEDURES

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or 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.
3. Procedures for Addressing the Conflict of Interest. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 1. 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.
 2. After exercising due diligence, the governing board or committee shall determine whether the Organization 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.
 3. 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 arrangements is in the Organization'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. 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.

1. 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 possible conflict of interest, it shall take appropriate disciplinary and corrective action.

IV.

RECORDS OF PROCEEDINGS

The minutes of the governing board and all committees with board delegated powers shall contain:

1. Parties and Nature of Financial Interest. 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.
2. Parties Involved in Discussions. 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.

V.

COMPENSATION

1. Board Member's Own Compensation. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
2. Committee Member's Own Compensation. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
3. No Restriction on Information. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually



or collectively, is prohibited from providing information to any committee regarding compensation.

VI.

ANNUAL STATEMENTS AND PERIODIC REVIEWS

1. Annual Statement. Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
 1. Has received a copy of the conflicts of interest policy,
 2. Has read and understands the policy,
 3. Has agreed to comply with the policy, and
 4. Understands the Organization 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.
2. Periodic Reviews. To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 1. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and
 2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess-benefit transaction.
3. Use of Outside Experts. When conducting the periodic reviews provided for in this Article, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.



Attachment 7: Leadership Job Descriptions

School Principal	Reporting to the Board of Directors, the School Principal will serve as the chief administrator and Executive Director of the school in developing and implementing policies, programs, curriculum activities, and budgets in a manner that promotes the educational development of each student and the professional development of each staff member. The School Principal will work alongside the Assistant Principal to implement and measure best academic and professional development practices for the school's instructional staff, plan and continually design pilotED's innovative curriculum, administer and track assessment metrics, and design and implement teacher training for effective curriculum implementation.
Director, Special Education	Reporting to the School Principal, the Director of Special Services will be responsible for ensuring a rigorous and compliant instructional program for all of pilotED's diverse learners. They will coordinate with the Special Education teacher and all specialized service departments to monitor the completion of all IEP minutes and interventions. They will also communicate with parents and teachers to schedule and ensure participation in all IEP meetings and concerns from either party. The Director of Special Services will also organize and supervise all special interventionists and paraprofessionals in their department.
Dean of Culture	Reporting to the School Principal and working closely alongside the Assistant Principal and the Director of Special Education, the Dean of Culture will work in a highly visible leadership capacity to maintain a supportive, productive, and enriching school culture. The DSC will play an instrumental role in establishing and reinforcing high expectations for positive student behavior. The DSC will maintain consistent and constructive communication with teachers, administrators, and student families in an effort to ensure that school culture norms are effectively defined and reinforced.
Assistant Principal	Reporting to the School Principal and working closely alongside the Dean of Culture and the Director of Special Education, the Assistant Principal will assist the school in strengthening instructional programs through a strategically planned, standards-based approach with a focus on narrowing achievement gaps. The AP will provide frequent observations and coaching for teachers and staff to improve and enhance instructional programs. Furthermore, the AP will be responsible for the selection and development of all necessary curriculum and provide professional development on these curricula and relevant instructional strategies. The AP will also organize and monitor compliance in the completion of all state-mandated assessments and lead the data collection and analysis of assessment results to drive future academic programming.



Operations Manager	Reporting to the Principal, the OM will be responsible for managing the logistics of school operations that do not directly relate to instruction. The OM seeks to relieve the Principal and instructional staff of non-instructional obligations so that they can focus almost exclusively on student achievement and instructional staff development. As our campus grows to accommodate additional grades, the OM will provide operational infrastructure necessary to support successful school expansion and growth in student achievement. Responsible for oversight of: Food Service, Office Manager, Transportation, Technology and State Accountability Reports. Oversees payroll and accounts payable functions of staff and assists with additional functions of Human Resources in coordination with our back-office provider, TriNet. Must also be strong in record maintenance, operating standard office equipment, and computer software.
Family & Community Manager	Reporting to the Dean of Culture, pilotED’s Family Community Manager will be the coordinator for The Community Institute (TCI), which is responsible for mobilizing family, school, and community resources to ensure that pilotED students are able to learn as effectively as possible. Furthermore, they will coordinate with school leaders and community members to organize all school-wide community/civic engagement events for the school year.



Attachment 8: Leadership Team Resumes

KARLI CASTO

EDUCATION PROFESSIONAL

CONTACT



EDUCATION

Capella University
Master of Science, Leadership and
Education Administration, 2016

University of Nevada, Las Vegas
Master of Education, Curriculum
and Instruction, 2011

University of Washington
Bachelor of Arts, Communication
and Psychology, 2008

REFERENCES

HEATHER LENZ

Principal, Jay W. Jeffers
Elementary School, 702-799-2100

JONATHAN SYNOLD

Principal, Advanced Technologies
Academy, 702-799-7870

VICTORIA WELLING

Principal, Legacy Traditional
School, 702-637-1776

OTHER EXPERIENCE

Pearson Realize, enVision Math,
MAP, SBAC, Curriculum Engine,
Coherence Maps, Standards
Clarification documents, Evaluate,
Illustrative Math, Glencoe Math,
Glencoe ConnectEd, ALEKS,
Google Classroom, Reflex Math,
Ten Marks, Khan Academy,
Flocabulary, IXL, Star Reading and
Star Math, AIMSweb, Accelerated
Reader, Learnzillion, Edmodo,
blended and flipped learning
models, Kagan structures,
CHAMPS management systems,
Positive Behavioral Interventions
and Supports (PBIS), Love and
Logic.

EXPERIENCE AND RELATED DATA

ASSISTANT PRINCIPAL

Jay W. Jeffers Elementary School | 2019-Present

- Instructional leader and supervisor for teachers PreK - 5th grade levels and all content areas, including special education and specialists.
- Assisted in facilitating weekly grade level PLC meetings; led teachers to unwrap, plan, align, and assess NVACS using Curriculum Engine, alignment resources and adopted curriculum.
- Conducted classroom observations with actionable feedback conversations in alignment with the NEPF.
- Analyzed and interpreted school-level data to inform decision-making.
- Worked and communicated with teachers, staff, administrators, parents, and students in a professional and effective manner.
- Created and trained staff on school-wide Emergency Operations Plan.
- Maintained school organizational team.
- Coordinated WIDA, SBAC, and MAP testing; planning, teacher training, scheduling, monitoring completion progress.
- Utilized Positive Behavioral Intervention System (PBIS) in school systems and discipline.
- Applied for, was granted, and then coordinated the implementation of the Fresh Fruits and Vegetables Program Grant.
- Facilitated Standard Student Attire ballot and voting process.
- Coordinated Title I compliance.
- Assisted in setting building-level goals and priorities and led a diverse staff, student body, and community toward meeting them to improve student learning.
- Assisted in planning and developing school budgets including the strategic, Title I, and Victory budgets.
- Assisted with hiring, interviewing, scheduling, coordinating applicants.

MATH TEACHER

Ed Von Tobel Middle School | 2012-2019

- Technology focused special education inclusion classroom in Title I school. Using iPads at 1:1 student ratio in daily instruction to drive student motivation and success, including blended and flipped classroom models. Oversee 150 student iPads. Using Illustrative Mathematics Open Up Resources. Taught Grade 6 and Fundamentals of Math.
- Served as Teacher Instructional Observation leader, Response to Instruction committee member, Cheerleading Coach (fundraised and managed \$5000 budget), Academic Parent Teacher Team Teacher Leader, After School All Stars YouTube and Gardening teacher. WIDA committee chair (coordinated team of 12).
- 2017-2018 students increased from 29% math proficiency in December to 46% math proficiency in March according to Evaluate.
- 2017-2018 math SBAC proficiency - Casto 26%; School-wide 15%.

GRADE 5 TEACHER

Jacob E. Manch Elementary School | 2009-2012

- Taught all subjects in Title I school. Goal-oriented special education inclusion classroom with progress monitored success.
- Served as grade level Business Coordinator, tutor, and writing camp leader.
- Nevada Writing Proficiency Exam - School Average: 28% Proficient; Class Average: 44% Proficient
- Class average of 2 years of reading growth and 80% mastery of math standards.



Attachment 9: Previous Student Achievement Data from Founding Principal

Karli Casto, Founding Principal Data



Supervised ~20 teachers per year including grades PreK - 5 teachers, specialists, and special educators; completed observation cycles including pre-observation conferences, observations, and post-observation conferences and evaluating teachers based on the Nevada Educator Performance Framework.



Facilitated weekly grade level PLC meetings; led teachers to unwrap, plan, align, and assess NVACS using Curriculum Engine, alignment resources and adopted curriculum.



2017-2018 Math SBAC proficiency - Casto 26%; School-wide 15%.



2017-2018 students increased from 29% math proficiency in December to 46% math proficiency in March according to Evaluate data.



Earned a rating of "Highly Effective" on 2017-2018 Teacher NEPF Evaluation and a rating of "Effective" on 2018-2019 and 2019-2020 Administrator NEPF Evaluations.



Attachment 10: Competencies Used for School Leader Selection & Evaluation

Item in Attachment 12 is the backbone of the areas of expertise and focus we are looking for when recruiting and hiring for a school leader. From an interview format perspective, it has the same layout and format as the teacher interview layout in Attachment 11.



Attachment 11: Teacher Evaluation Tool

Cactus Park Elementary Teacher Evaluation Report

Type:
Teacher:
Grade Level:

Observation Date/Time:
Observer:
Subject:

Ratings

Domain	Component	Observation Notes	Score
1	Demonstrating Knowledge of Content and Pedagogy	•	
	Demonstrating Knowledge of Students	•	
	Selecting Learning Outcomes	•	
	Demonstrating Knowledge of Resources	•	
	Designing Coherent Instruction	•	
	Designing Student Assessment	•	
	Domain Average		
2	Creating an Environment of Respect and Rapport	•	
	Establishing a Culture for Learning	•	
	Managing Classroom Procedures	•	
	Managing Student Behavior	•	
	Organizing Physical Space	•	
	Domain Average		



3	Communicating with Students	•	
	Using Questioning and Discussion Techniques	•	
	Engaging Students in Learning	•	
	Using Assessment in Instruction	•	
	Demonstrating Flexibility and Responsiveness	•	
	Domain Average		
4	Reflecting on Teaching and Learning	•	
	Maintaining Accurate Records	•	
	Communicating with Families	•	
	Participating in the Professional Community	•	
	Growing and Developing Professionally	•	
	Demonstrating Professionalism	•	
	Domain Average		

Additional Notes:

-
- Be sure to reference the Danielson Framework (sent in email a few weeks back) if you have any questions regarding any of the ratings presented here
 - While we may feel one way, the actual rubric and indicators provide the most objective rating guidelines for each category
 - Remember: Distinguished ratings in ANY category are very difficult to obtain

Overall Score Calculation

Domain Weight

1: Planning and Preparation	2: The Classroom Environment	3: Instruction	4: Professional Responsibilities
25%	25%	40%	10%

Score Calculator

Domain	Average	Weighted Score
1: Planning and Preparation		
2: The Classroom Environment		
3: Instruction		
4: Professional Responsibilities		
TOTAL		



Rating Scale

Rating	Score Range
1 – Unsatisfactory	1.00-1.50
2 – Basic	1.51-2.50
3 – Proficient	2.51-3.50
4 – Distinguished	3.51-4.00

Based on the average scores showed above, your rating is: **RATING**

Cactus Park Elementary Teacher Interview

Warm Welcome (1 minute)

- How is your day?
- Did you find the school easily?
- It’s great to meet you and we are so excited to meet you!

Introductions (5 minutes)

- Principal
- Assistant Principal
- Interviewee - *Tell us about yourself! What brings you to this point in interviewing at pilotED?*

Mission and Vision of pilotED + Interview Questions (1hr 15 minutes)

- Founding story - *Focus on early years as after-school program in Chicago*
- Move to Indianapolis and now growth in Las Vegas - *Focus on early years as a school (Y1-Y3)*
- Why we are excited - *Focus on things we are currently winning on*
- **What are you excited about?**
- *Agenda*
 - **15 minutes: Sample Teach:** *It’s probably the most nerve racking part! Let’s do this first.*
 - **Sample Teach Discussion:** *Glows, Grows, and Reflection.*
 - **Interview:** *Group interview questions to learn more about your experiences.*
 - **Questions:** *Answer any questions that you have about us, the school, and next steps*
 - **School Tour:** *You will have the opportunity to tour the school.*

Sample Teach Criteria

Organization + Planning:	1	2	3	4	5
Lesson is clearly organized with an objective, beginning, middle, and end.					
Teacher has planned engagement strategies in order to engage students in the objective and key understandings.					



Directions are planned, clear, and easy to follow.					
Uses time wisely (does not go over or under by 2+ minutes)					
Notes:					

Communication and Presence	1	2	3	4	5
The teacher communicates ideas and expectations clearly throughout the lesson.					
The teacher is positive and engaging. This is sustained throughout the lesson.					
Notes:					

Relationship Building	1	2	3	4	5
Teacher celebrates student success and redirects positively to task when a student is off task.					
Teacher uses strategies to build rapport with students in the moment (Ex: Ask all students their name at the beginning and calling students by their names, comes prepared with name plates to have students make them early)					
Notes:					

Content Knowledge	1	2	3	4	5
Teacher displays thorough understanding of the content delivered.					
Teacher is able to answer student questions in alignment with the concept.					
Notes:					

Debrief Follow Up Questions:

1. How did the lesson go?
2. Insert Follow Up Questions in Alignment with Glows + Grows
3. Review Glows and Grows
4. After reflecting on this lesson, what would you do differently?
5. How do you know that students have mastered a concept that you have taught? How do you respond if you discover that a small fraction or a majority do not understand the content you just taught?



Follow-Up Questions Bank:

Interview Questions List

Perseverance

- Looking at your resume I see that you had a ton of experience at _____. I imagine that was challenging at times! What was your greatest accomplishment at _____ and why?
- Describe a time in your life (or teaching specifically) where you experienced failure. What did you learn from the experience and how did you overcome it? (probe for specific steps they used to overcome the challenge)

Relationship Building

- Think of a time that you had a challenging relationship with either a peer or a supervisor in your work. How did you approach this situation?
- How would you describe your classroom management style? How might this change in response to students that have experienced trauma and may display negative behaviors as a result?
- **Families:** What is your approach to parent communication and involvement? How do you handle parents that are overly involved in their student's education (helicopter parents), and how do you handle parents that are not involved at all?

Integrity

- Make an integrity based scenario:
 - "You are in the break room and two teachers are frustrated with their students' level, and you hear "these kids just can't learn."
- Tell me about a time when a situation tested your integrity OR have you ever had consequences for doing the right thing?

Discipline

- Managing all the tasks of a teacher can be challenging! How do you stay organized when things are the most challenging?
- How do you approach long-term planning? How about short-term planning?



- At pilotED, many students have experienced or are experiencing chronic trauma. Knowing that working with such students often creates secondary trauma for educators, how do you ensure that you are taking care of your own mental and emotional health and well-being?

Engagement

- pilotED is going into its second year of school as a charter organization. What do you believe you can offer as we think about the academic and social success, sustainability, and replication of pilotED Schools?
- In the event you get this position and we need you to step in somewhere else during the school year, what would be your response to that?

Interview Questions

Perseverance

- Looking at your resume I see that you had a ton of experience at _____. I imagine that was challenging at times! What was your greatest accomplishment at _____ and why?
- Describe a time in your life (or teaching specifically) where you experienced failure. What did you learn from the experience and how did you overcome it? (probe for specific steps they used to overcome the challenge)

Greatest Accomplishment #1
Results are less than what is typical
Results are comparable to what is typical
Results are significantly higher than what is typical
Notes:

Greatest Accomplishment #2 (If applicable)
Results are less than what is typical
Results are comparable to what is typical



Results are significantly higher than what is typical
Notes:

Challenging Situation #1
Decreased Effort
Increased Effort
Significantly Increased Effort
Notes:

Challenging Situation #2 (If applicable)
Decreased Effort
Increased Effort
Significantly Increased Effort
Notes:

Relationship Building

- Think of a time that you had a challenging relationship with either a peer or a supervisor in your work. How did you approach this situation?

- How would you describe your classroom management style? How might this change in response to students that have experienced trauma and may display negative behaviors as a result?

- **Families:** What is your approach to parent communication and involvement? How do you handle parents that are overly involved in their student’s education (helicopter parents), and how do you handle parents that are not involved at all?



Relationship Building Peer or Supervisor
Refuses to listen to others point of view. Actions lead to an escalated negative situation.
Refuses to listen to others point of view. Results in a tense relationship.
Expresses listening to other points of view. Agrees to disagree and moves on.
Expresses listening to other points of view. Results in a positive resolution.
Expresses listening to other points of view. Results a dramatic positive resolution.
Notes:

Relationship with Student or Supervisee
Refuses to listen to others point of view. Actions lead to an escalated negative situation.
Refuses to listen to others point of view. Results in a tense relationship.
Expresses listening to other points of view. Agrees to disagree and moves on.
Expresses listening to other points of view. Results in a positive resolution.
Expresses listening to other points of view. Results a dramatic positive resolution.
Notes:

Family Involvement
Refuses to listen to others point of view. Actions lead to an escalated negative situation.
Refuses to listen to others point of view. Results in a tense relationship.



Expresses listening to other points of view. Agrees to disagree and moves on.
Expresses listening to other points of view. Results in a positive resolution.
Expresses listening to other points of view. Results a dramatic positive resolution.
Notes:

Integrity

- Make an integrity based scenario:
 - “You are in the break room and two teachers are frustrated with their students' level, and you hear “these kids just can’t learn.”
- Tell me about a time when a situation tested your integrity OR have you ever had consequences for doing the right thing?

Integrity
Identifies a situation where they choose not to have integrity OR is unable to identify a situation in which integrity has been tested.
Identifies a simple situation between doing what is right and what is easy or expected. Chooses to leave the situation versus address the situation.
Identifies a simple situation between doing what is right and what is easy or expected. Pursues one or more methods to address stakeholders before taking action. Takes action in alignment with what is right.
Expresses a complex situation between doing what is right and what is easy or expected. Pursues multiple methods to address stakeholders before taking action. Takes action in alignment with what is right.
Notes:

Discipline

- Managing all the tasks of a teacher can be challenging! How do you stay organized when things are the most challenging?
- How do you approach long-term planning? How about short-term planning?
- At pilotED, many students have experienced or are experiencing chronic trauma. Knowing that working with such students often creates secondary trauma for educators, how do you ensure that you are taking care of your own mental and emotional health and well-being?

Organization



Is unable to identify a system to stay organized.
Identifies a system that ensures that no balls are dropped, but the details of this system are vague or unclear.
Identifies a system that ensures that no balls are dropped, but does not account for saving time.
Identifies a system that ensures that no balls are dropped and that takes into account saving time
Notes:

Long-Term and Short-Term
Is unable to identify strategies for long or short-term planning.
Identifies a system that ensures that long and short-term planning takes place, but the details of this system are vague or unclear.
Identifies a system that ensures that long and short-term planning takes place, but the system does not account for saving time.
Identifies strategies for long and short-term planning that account and that takes into account saving time
Notes:

Mental and Emotional Well-Being
Mental and emotional well-being are not a priority. Is unable to identify strategies for taking care of personal mental and emotional well-being
Mental and emotional well-being are a priority is unclear. Identifies strategies that ensure that mental and emotional well-being are addressed, but the details of this system are vague or unclear.
Mental and emotional well-being are priority. Identifies a system that ensures that mental and emotional well-being are addressed that takes into account their personal and professional responsibilities.
Mental and emotional well-being are a priority and self identified as necessary in order for them to be successful. Identifies a system that ensures that mental and emotional well-being are addressed that takes into account their personal and professional responsibilities.
Notes:



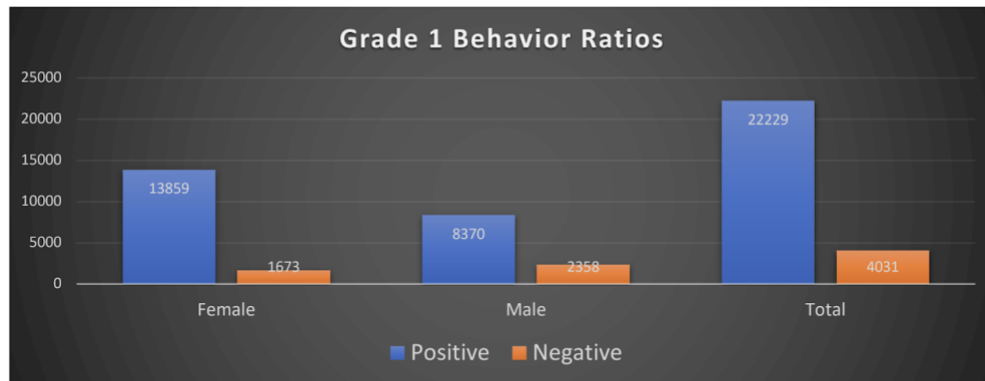
Engagement

- pilotED is going into its second year of school as a charter organization. What do you believe you can offer as we think about the academic and social success, sustainability, and replication of pilotED Schools?

- In the event you get this position and we need you to step in somewhere else during the school year, what would be your response to that?

School + Community Engagement
Engaging with school and community is not important. It is not related to student achievement.
Engaging with school and community is somewhat important.
Engaging with school and community is important.
Engaging with school and community is the most important. It is directly related to student achievement.
Notes:

Engagement
Notes:



Gender	# Students	Positive	Negative	Positive:Negative
Female	28	13859	1673	8:1
Male	20	8370	2358	4:1
Total	48	22229	4031	6:1

- What can you infer about the way educators are putting in data for this class?
- If this was your class' data, how would you respond as a teacher?

Notes:

- Consider making the above a class' data and not a grade band
- Student-based data set vs. 13,000 data points
- Give mock data of their class for the fall (race, gender, etc) and have them respond to the chart (Jacob, white, 15 negative points in Kindergarten...)

Question Bank:

Warm Welcome (1 minute)

- How was your day?
- Did you find the school easily?

Introductions (5 minutes)

- Jennica Adkins
- Jacob Peters
- Interviewee

Mission and Vision of pilotED (5 minutes)

- Founding story - *Focus on early years as after-school program in Chicago*
- Move to Indianapolis - *Focus on early years as a school (Y1-Y3)*
- Why we are excited - *Focus on things we are currently winning on*

Sample Teach

Interview Questioning



Perseverance/Growth Mindset/Coachability

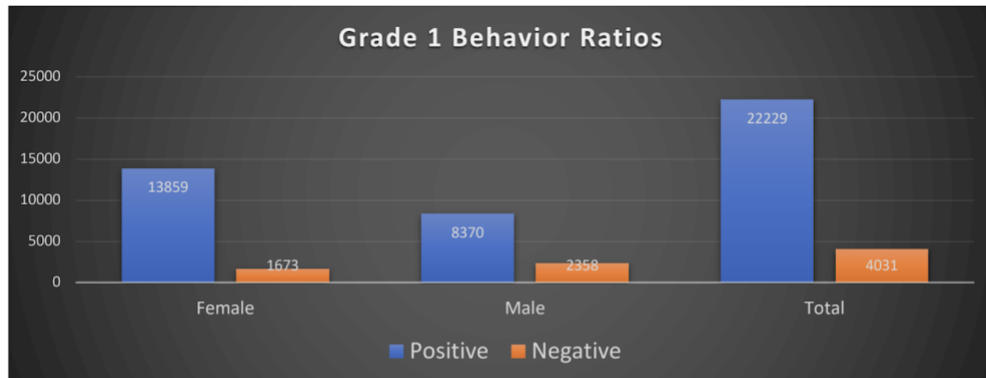
1. After the lesson, what would you do differently?
2. Describe a time in your life (or teaching specifically) where you experienced failure. What did you learn from the experience and how did you overcome it?

Achievement:

1. Looking at your resume I see that you had a ton of experience at _____. I imagine that was challenging at times! What was your greatest accomplishment at _____ and why?
2. How do you approach long-term planning? How about short-term planning?
3. How do you know that students have mastered a concept that you have taught? How do you respond if you discover that a small fraction or a majority do not understand the content you just taught?

Relationship/Culture:

1. How would you describe your classroom management style? How do you address issues of management during a lesson?
2. What is your approach to parent communication and involvement? How do you handle parents that are overly involved in their student’s education (helicopter parents), and how do you handle parents that are not involved at all?



Gender	# Students	Positive	Negative	Positive:Negative
Female	28	13859	1673	8:1
Male	20	8370	2358	4:1
Total	48	22229	4031	6:1

- What can you infer about the way educators are putting in data for this class?
- If this was your class’s data, how would you respond as a teacher?

Question Bank

General

- Tell me why you chose education? Why teaching?
- Describe a time in your life (or teaching specifically) where you experienced failure. What did you learn from the experience and how did you overcome it?



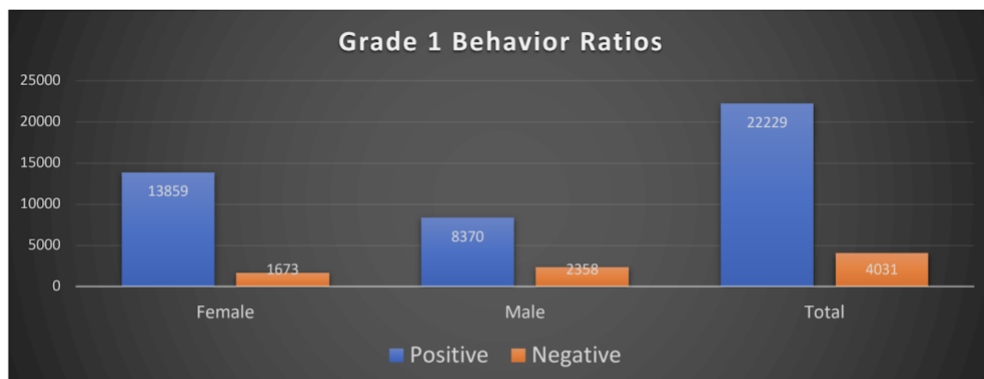
- pilotED serves a student population with diverse backgrounds (race, class, etc). What challenges might you experience working with students that have different backgrounds than you, and how would you handle these challenges?
- What makes you a good fit for your role at pilotED Schools specifically? How do you know?
- pilotED is going into its second year of school as a charter organization. What do you believe you can offer as we think about the academic and social success, sustainability, and replication of pilotED Schools?
- In the event you get this position and we need you to step in somewhere else during the school year, what would be your response to that?

Academics

- What is an area of your teaching practice that you would like to improve?
- How do you approach long-term planning? How about short-term planning?
- How do you know that students have mastered a concept that you have taught? How do you respond if you discover that a small fraction or a majority do not understand the content you just taught?
- Tell me about a lesson that didn't go so well. Why did it fail? What would you do differently if you had to teach it again?

Culture

- What is your approach to parent communication and involvement? How do you handle parents that are overly involved in their student's education (helicopter parents), and how do you handle parents that are not involved at all?
- How would you describe your classroom management style? How do you address issues of management during a lesson? (Classroom teachers) How can you contribute to the school environment outside of your classroom? (Specials teachers)
- At pilotED, many students have experienced or are experiencing chronic trauma. How do you structure your classroom and instruction to support these students?
 - Follow-up: Knowing that working with such students often creates secondary trauma for educators, how do you ensure that you are taking care of your own mental and emotional health and well-being?



Gender	# Students	Positive	Negative	Positive:Negative
Female	28	13859	1673	8:1
Male	20	8370	2358	4:1
Total	48	22229	4031	6:1

- What can you infer about the way educators are putting in data for this class?
- If this was your class's data, how would you respond as a teacher?



Attachment 12: Leadership Evaluation Tool(s)

Rating Matrix

4	Exceeds Expectations	<i>Consistently delivers exceptional results, is a model for others to follow, rare</i>
3	Meets Expectations	<i>Consistently meets expectations in all areas</i>
2	Partially Meets Expectations	<i>Meets expectations in some areas, but needs improvement in others</i>
1	Does Not Meet Expectations	<i>Needs significant improvement quickly</i>
0	Not Observed	<i>Is not applicable to the team member</i>

PRINCIPAL

Student Achievement	Rating 1-4 (see above)	Not Observed	Comments
Ensures 85% of our scholars will demonstrate proficiency on end-of-year Identity Route (IDR) assessments.			
Ensures 75% of our scholars will achieve or exceed growth during the Spring in Reading and Mathematics on the Northwest Evaluation Assessments as indicated in the Achievement Status and Growth Projection.			
Ensures 85% satisfaction rate from our quarterly Teacher-Student Rapport (TSR) climate survey of teachers and students			
Ensures 85% of students will participate in a civic engagement opportunity as outlined by their grade-specific tiers.			
Ensures alignment between the school's learning goals, the mayor's office academic expectations, and Indiana Department of Education's student learning expectations			
Ensures alignment and usage of statewide assessments; standardized assessments; district and school-based assessments, and other indicators of student success adopted by the school.			
Supports Assistant Principals to work as a team focused on student learning.			
Ensures the leadership team creates a school climate that supports student engagement in learning.			
Ensures the leadership team has high expectations for learning growth by all students.			
Ensures the leadership team engages faculty and staff in efforts to close performance gaps			
AVERAGE		0	

Instructional Leadership	Rating 1-4 (see above)	Not Observed	Comments
Engages Assistant Principals to ensure data analysis is central in their decision-making			
Engages Assistant Principals to ensure the relationships among academic standards, effective instruction and student performance is communicated to staff			
Engages Assistant Principals to ensure the team implements the school's adopted curricula and state's adopted academic standards in a manner that is rigorous and culturally relevant to the students at the school.			
Ensures Assistant Principals are using and tracking performance on the appropriate use of high quality formative and interim assessments aligned with the adopted standards and curricula.			
Generates a school-wide focus on student and professional learning in the school that is clearly linked to the system-wide strategic objectives			
Evaluates, monitors, and provides timely feedback to leadership team members on the effectiveness of practices			
Supports the development and provides the resources for faculty to gain development and further build skills to meet the need at-hand			
Ensures leadership team members are engaged in professional learning that enables the team to deliver culturally relevant and differentiated instruction.			
Provides resources and time and engages faculty in effective individual and collaborative professional learning throughout the school year.			
Maintains a safe, respectful and inclusive student-centered learning environment that is focused on equitable opportunities for learning and building a foundation for a fulfilling life in a democratic society and global economy.			
Recognizes and uses diversity as an asset in the development and implementation of procedures and practices that motivate all			
Promotes school and classroom practices that validate and value similarities and differences among students.			

Provides leadership team members with recurring monitoring and feedback on the quality of the learning and built environment.			
Supports Assistant Principals to ensure their continuous improvement across processes that are focused on the students' opportunities for success and well-being.			
Enables faculty in recognizing and understanding cultural and developmental issues related to student learning by identifying and addressing strategies to minimize and/or eliminate achievement gaps.			

AVERAGE

0

Organizational Leadership	Rating 1-4 <i>(see above)</i>	Not Observed	Comments
Ensures the school is able to maintain a bank balance of a minimum of 45 days cash on hand			
Ensures the school's annual budget versus actuals reports have less than 10% overall variance			
Understands and provides leadership in the areas of financial planning, budgeting, accounting and management of the organization's financial resources.			
Determines the current and future financial resources needed to realize the organization's mission and growth plan.			
Demonstrates a commitment to the success of all students, identifying barriers and their impact on the well-being of the school, families, and local community.			
Ensures that clear and accurate accounting, payroll, cash management, and insurance systems are maintained.			
Oversees the development, maintenance, and regular revision of systems for capturing, managing, and analyzing financial data to improve performance.			
Ensures Assistant Principals use critical thinking and problem solving techniques to define problems and identify solutions.			
Ensures Assistant Principals evaluate decisions based on effectiveness, equity, intended and actual outcomes; implements follow-up actions; and revises as needed.			
Empowers others and distributes leadership			
Ensures Assistant Principals and other leadership team members are using effective technology integration to enhance decision making and efficiency throughout the school.			
Organizes time, tasks and projects effectively with clear objectives and coherent plans.			
Establishes appropriate deadlines for him/herself and the entire organization.			
Manages, delegates, and allocates resources and time to promote collegial efforts in school improvement and faculty development.			
Is fiscally responsible and maximizes the impact of fiscal resources on instructional, cultural, and operational priorities.			
Actively listens to and learns from students, staff, parents and community stakeholders.			
Recognizes individuals for effective performance.			
Works alongside leadership team members to communicate student expectations and performance information to students, parents and community.			
Maintains high visibility at school and in the community and regularly engages stakeholders in the work of the school.			
Partners with leadership team to create opportunities within the school to engage students, faculty, parents and community stakeholders in constructive conversations about important school issues.			
Utilizes appropriate technologies for communication and collaboration.			
Ensures faculty receives timely information about student learning requirements, academic standards, and all other local, state and federal administrative requirements and decisions.			

AVERAGE

0

Professional and Ethical Behavior	Rating 1-4 <i>(see above)</i>	Not Observed	Comments
Adheres to the ethical and professional standards for the state of Indiana			
Demonstrates resiliency by staying focused on the school vision and reacting constructively to the barriers to success that include disagreement and dissent with leadership.			
Demonstrates a commitment to the success of all students, identifying barriers and their impact on the well-being of the school, families, and local community.			

Engages in professional learning that improves professional practice in alignment with the needs of the school system.			
Demonstrates willingness to admit error and learn from it.			
Demonstrates explicit improvement in specific performance areas based on previous evaluations and formative feedback.			
AVERAGE	0		

TOTAL AVERAGE 0

Additional Programs	Rating 1-4 (see above)	Not Observed	Comments
<<Insert Program>>			
<<Insert Program>>			
<<Insert Program>>			
<<Insert Program>>			

ADDTL PROGRAM AVERAGE + TOTAL AVERAGE 0

Overall Performance	Rating 1-4 (see above)	Not Observed	Comments
How would you rate your performance overall?			<i>Provide brief comments that describe specific examples supporting your rating.</i>

Open-Ended Questions	Comments
What are your 1-3 most notable areas of strength?	<i>Provide brief comments that describe specific examples supporting your rating.</i>
What are your 1-3 areas for growth or improvement?	
What are the next steps for growth or improvement in terms of your professional development?	
What do you see as your future in the organization? Where do you see yourself in the next 3-5 years (inside or outside the organization)?	

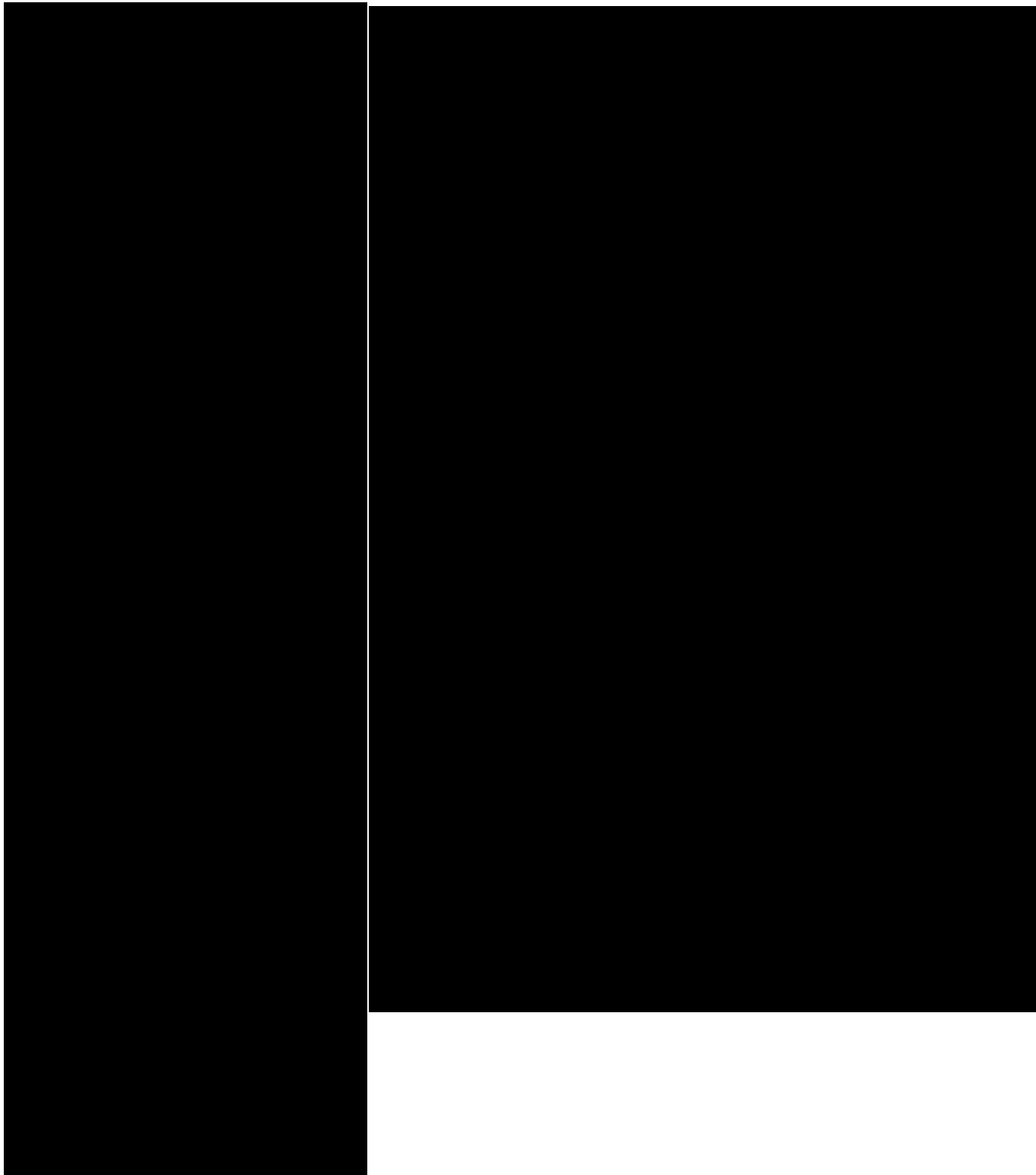
Team Member Feedback to the CEO [TEAM MEMBER SELF EVALUATION ONLY]

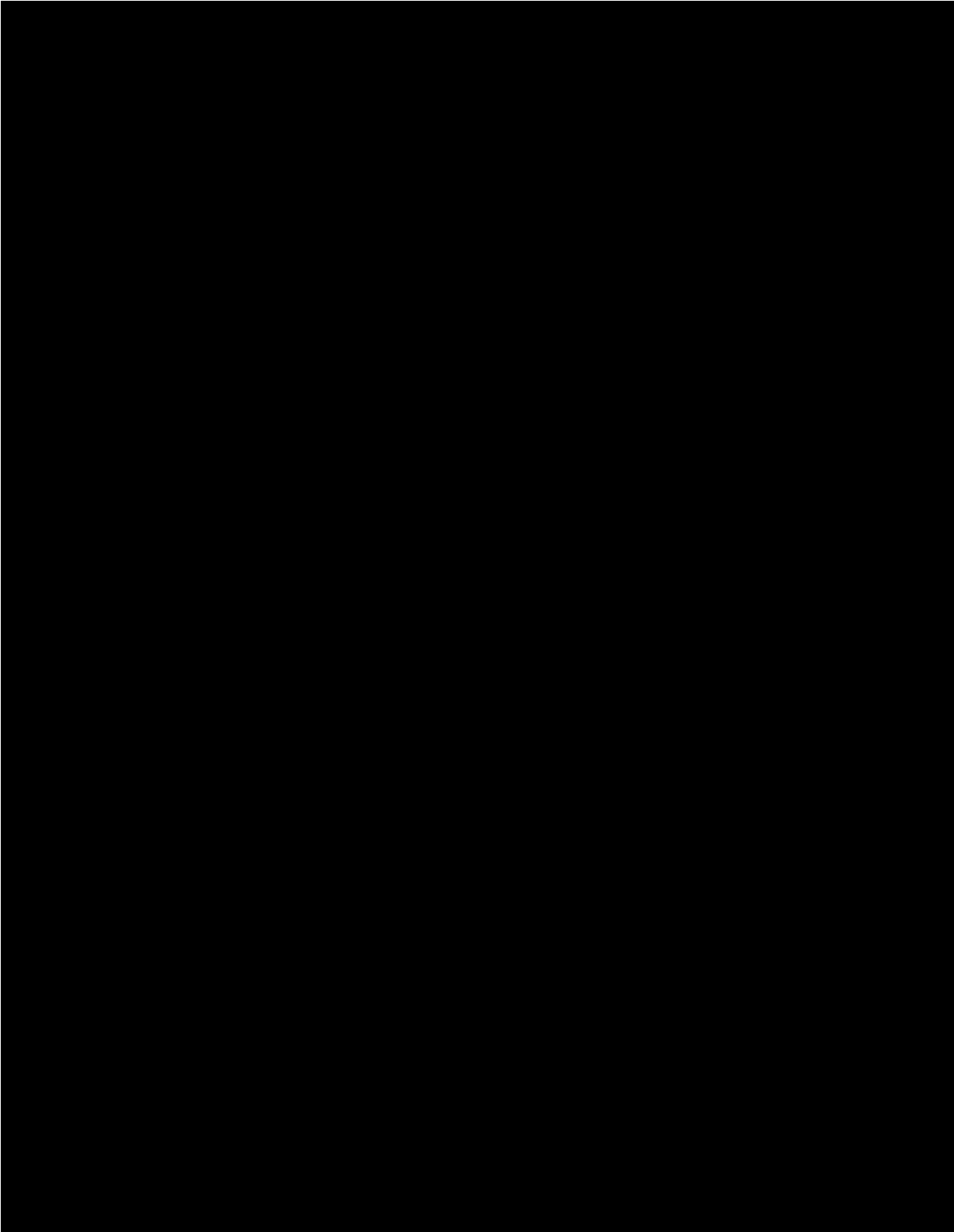
Open-Ended Questions	Comments
What is the Board doing well in support of your work?	<i>Provide brief comments that describe specific examples supporting your rating.</i>
How could the Board support your work more effectively?	
To what extent has the Board tailored their management approach to your leadership philosophy and/or background? How could the Board improve in this area to better personalize their approach to developing you as a leader?	

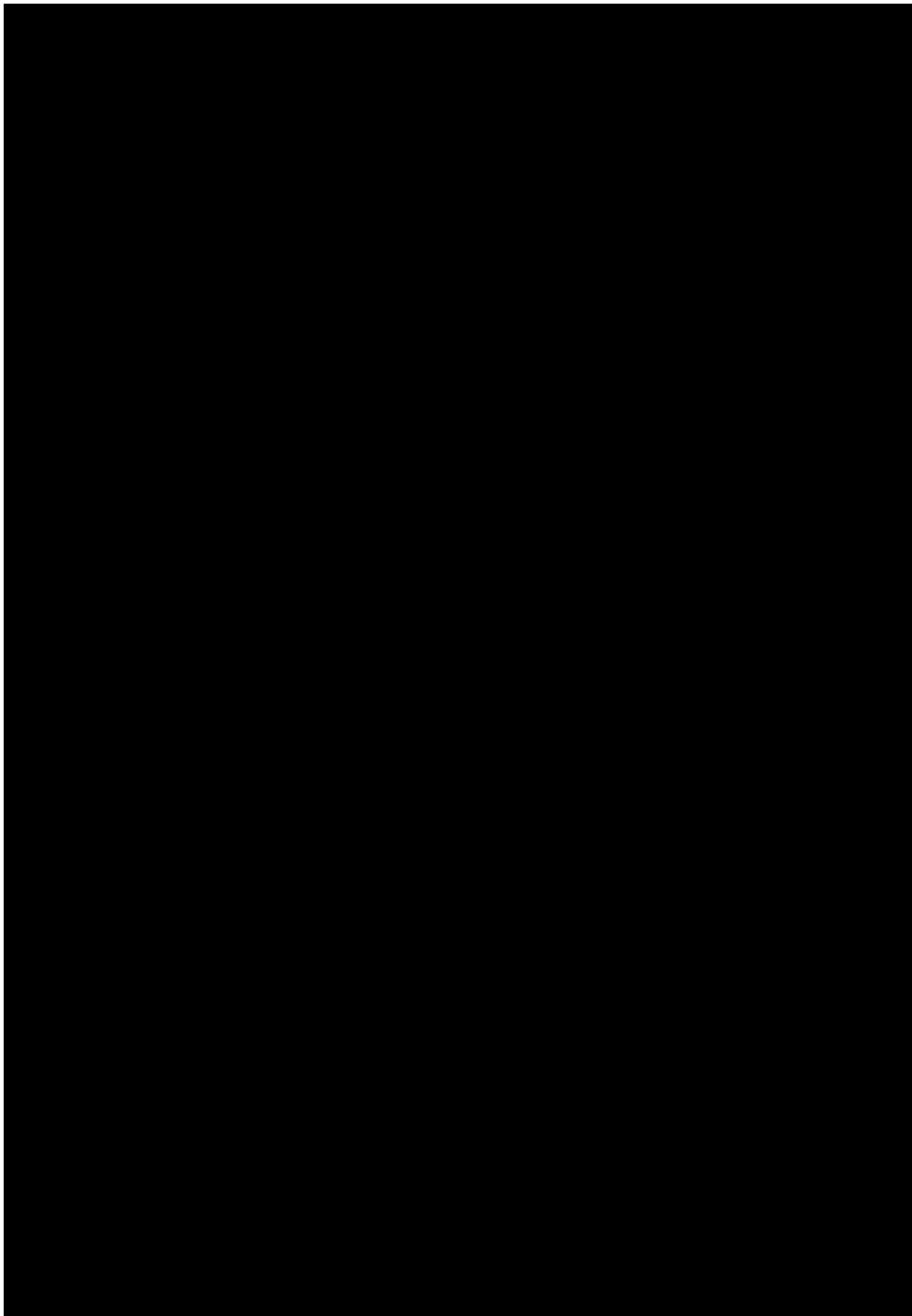


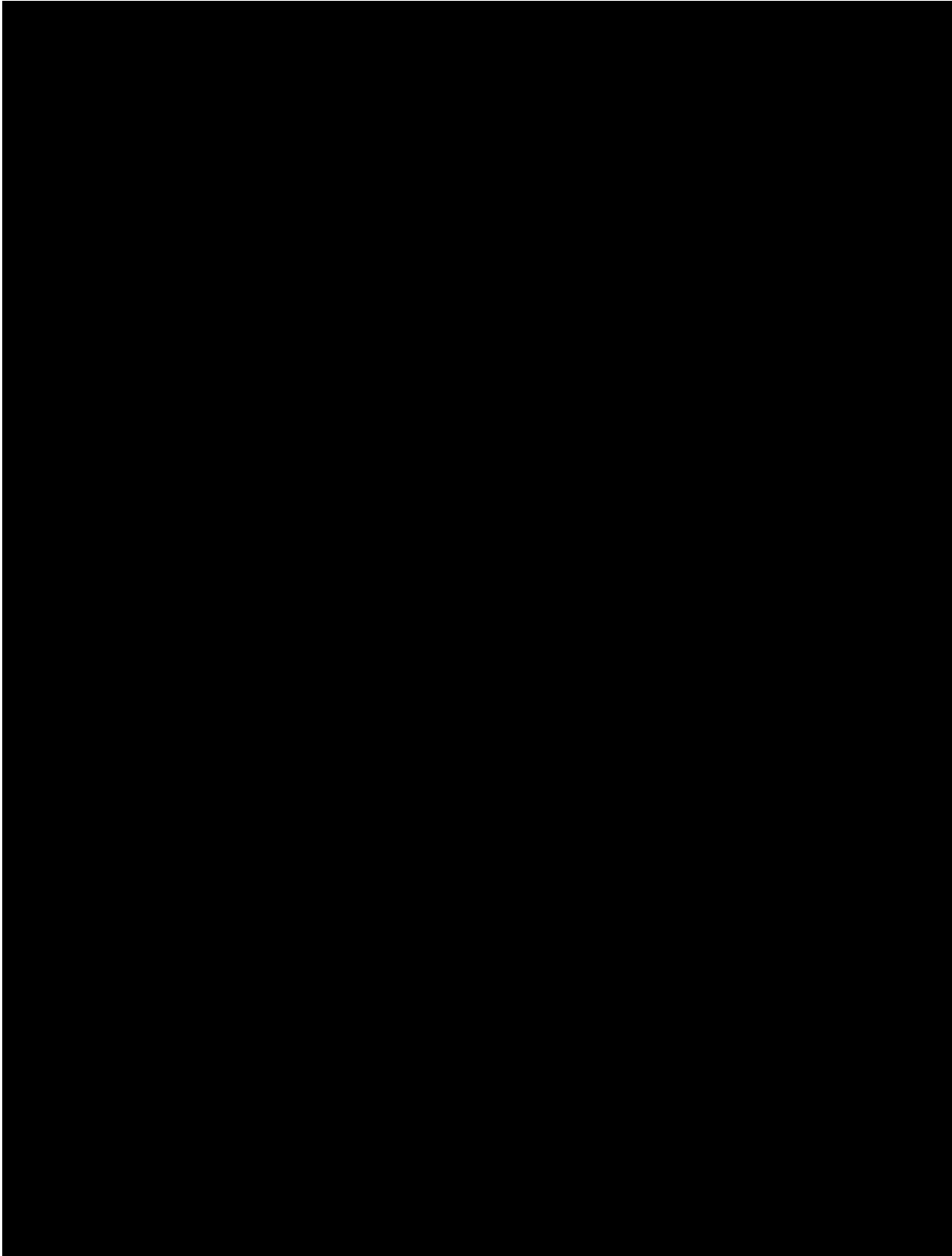
Attachment 13: Evidence of Demand from Prospective Students and Families

***Parent names shown. Student names and contact information hidden for privacy reasons. Multiple parent name entries denotes multiple student enrollment from that family.*











Attachment 14: Incubation Year Planning Table

Incubation Year Planning Table

Using the table below, outline a detailed start-up plan as well specific organizational goals for the planning year (SY 20-21) to ensure that the school is ready for a successful launch in fall 2021. Feel free to add rows as needed. Note that the activity column should include detailed information regarding action items necessary to complete key tasks during the incubation year. For example, under operations you may have one work stream for 'Staffing'. This likely includes multiple activities such as finalized job descriptions, multiple recruitment methods, finalized salary ranges, hiring and onboarding.

2020-2021 Planning Year Milestones (SMART Goals) by Work Stream	Activity	Responsible Personnel	Milestone Date(s)
INSTRUCTION			
Curriculum	Detailed, specific summary of curriculum (only if modifications have been made from initial charter application). Should include a curriculum map aligned to NV standards. Submission can include a pacing guide.	School Leader	January 2022
Instructional materials and supplies	Evidence that materials and supplies are in order and will be delivered in time for school opening	School Leader	June 2022
School calendar (Charter Section 17.7)	Comprehensive calendar that includes, for example, first and last days of school, days school closed for vacation or staff development, school make-up days due to bad weather, community meetings, field trips, parent nights.	School Leader	March 2022
School calendar (Charter Section 17.7)	Assessment calendar that includes all state mandated assessments as well as school-based diagnostic, formative, and summative assessment dates, as well as description for common planning/data analysis times for staff	School Leader	June 2022
School-specific Goals	School has finalized school-specific academic and non-academic goals for years 1-7.	School Leader	March 2022
Class schedules	Schedule of classes for each grade and/or subject area. Note total instructional minutes by subject and common planning time	School Leader	June 2022
Summer PD	Submit plan for PD session content, modules and materials. Ensure IEP training in teacher induction training	School Leader	April 2022
Comprehensive Special Education Plan	Comprehensive plan for how the school will deliver services to students with special needs. The plan must comply with all applicable state and federal laws	School Leader & Special Education Coordinator	April 2022
Comprehensive Special Education Plan	#3 Evidence that supports are in place for all school staff and personnel to assist students with IEPs	School Leader & Special	April 2022



		Education Coordinator	
Comprehensive Special Education Plan	#4 Sample of blank legal documentations to be utilized by the school for all special education procedures and processes	School Leader & Special Education Coordinator	April 2022
Comprehensive Special Education Plan	#6 Proposed plan for ensuring adequate special education staffing, plans for testing accommodations including and beyond SBAC, NWEA, WIDA, or any other school wide assessment	School Leader & Special Education Coordinator	April 2022
Comprehensive Special Education Plan	#7 Proposed school wide behavior support plan to be implemented	School Leader & Special Education Coordinator	April 2022
Comprehensive Special Education Plan	#8 Accountability and liability measures in place with outside contractors providing special education services	School Leader & Special Education Coordinator	April 2022
Comprehensive Special Education Plan	#9 Specifically address how procedures for due process and mediation hearings will be handled	School Leader & Special Education Coordinator	April 2022
Comprehensive Special Education Plan	#10 Plan for aggregating data for exceptional needs across disability labels	School Leader & Special Education Coordinator	April 2022
Comprehensive Special Education Plan	#13 Copy of the student handbook briefly describing the philosophy, supports, and procedures for special education services	School Leader & Special Education Coordinator	April 2022
Instructional materials and supplies	Evidence that materials and supplies are in stock in time for school opening (occurs during final walk-through)	School Leader	June 2022
Socio-emotional support services	Evidence that staff are on board to provide socio-emotional services as needed, and/or evidence that arrangements have been made for contracted services	School Leader	July 2022
<i>TALENT</i>			
Number of teachers is adequate and assignments match the staffing plan	Written staffing plan outlining number of staff at each grade level and all administrative positions	School leader & Operations Manager	August 2021
Documentation of clear lines of authority and responsibility	Position descriptions	School leader & Operations Manager	August 2021
Develop substitute teacher pool or plan for class coverage	Signed contract and/or written documentation of plan	School Leader & Assistant Principal	June 2022
Create employee handbook	Copy of handbook should include evidence of evaluation policy, dress code, school specific personnel policies and procedures	Foundation & School Leader	December 2021
Retirement Benefits are in place for appropriate staff	Evidence that arrangements have been made for contributing to public retirement funds	Foundation & Operations Manager	June 2022



All staff positions have been filled and employment applications and contracts are on file for each staff member	Completed employee spreadsheet including names, position title, license numbers, and sign off on background checks. Monitor via pre-opening agenda to track progress towards 100% staffed	Foundation & Operations Manager	June 2022
Special Education Teaching Staff (Teacher of Record)	Signed contracts for special education teachers and/or service providers if needed	School leader & Operations Manager	June 2022
Special Education Teaching Staff (Teacher of Record)	Evidence that special education teachers hold valid certifications in the state of NV. If special education teacher holds limited license or emergency permit, submit a plan for license completion	School leader & Operations Manager	June 2022
National Criminal background checks for all staff and volunteers have been completed	School policy and procedure for obtaining and filing National Criminal background checks for all staff members and volunteers who have regular contact with children (including parent and volunteers)	Foundation & Operations Manager	June 2022
OPERATIONS			
Arrangements have been made for food services	Food or vendor services contract	Operations Manager	May 2022
Arrangements have been made for food services	Evidence a Clark County Health Department inspection has been scheduled and an application has been submitted to the Clark County Health Department	Operations Manager	May 2022
Arrangements have been made for food services	Licensed to serve food from Clark County Health Department	Operations Manager	May 2022
School safety and emergency preparedness	Specific, detailed plan for preparing for/responding to emergencies that complies with applicable laws. Evacuation plan includes procedures for students with exceptional needs that ensure safety and dignity (resources at:	Operations Manager	May 2022
School safety and emergency preparedness	Determine placement (inside and outside) policies and procedures for all security guards to ensure alignment with school culture and rules	Operations Manager	June 2022
School safety and emergency preparedness	Establish entering and exiting systems for students and determine which external doors will be open during the day	Operations Manager	July 2022
School safety and emergency preparedness	Determine traffic pattern for dropping off and picking up students	Operations Manager	July 2022
Provisions have been made for health services, screening, and immunization records	Evidence that health services are available (school nurse on staff or contract, contract with local health facility, etc)	Operations Manager	July 2022
Provisions have been made for health services, screening, and immunization records	Written description that procedures are in place for administering student medication (e.g. specific staff members identified and trained to administer medication)	Operations Manager	July 2022
Transportation	Final, detailed plan including copies of contracts	Operations Manager	June 2022
Transportation	Evidence of plan for providing transportation specific to students with exceptional needs if required by IEP	Operations Manager	June 2022



Lead Testing agreement and schedule	Documentation of communication with Clark County Health Department for students in grades 1 and below to receive lead testing	Operations Manager	May 2022
Insurance coverage for Commercial General Liability and Umbrella Liability	Certificates of insurance for Commercial General liability and Umbrella liability (Coverages take effect no later than effective date of acquisition of physical plan and comply with terms of the charter)	Operations Manager	July 2022
Organizer has acquired, through purchase, lease or otherwise, the location and facility for the school	Purchase or lease agreement	Operations Manager	January 2022
The creation of a timeline for renovating or completing the facility	Copy of comprehensive plan outlining proposed dates for completion of construction or renovation of facility	Operations Manager	January 2022
The necessary steps are being taken to ensure all inspections are completed in a timely manner prior to opening	Evidence inspections have been scheduled with Clark County Health Department, State Fire Marshall/ Las Vegas Fire Department, and City Building Inspector	Operations Manager	May 2022
The necessary steps are being taken to ensure all inspections are completed in a timely manner prior to opening	Evidence that all inspections are to be completed no later than two weeks prior to school opening	Operations Manager	July 2022
All required zoning permits have been obtained	Permits and certifications for ZONING from the City of Las Vegas Department of Metropolitan Development and Department of Public Works deeming facility suitable for a school	Operations Manager	July 2022
All required land use permits have been obtained	Permits and certification for LAND USE from the City of Las Vegas Department of Metropolitan Development and Department of Public Works deeming facility suitable for a school	Operations Manager	July 2022
All required building related permits have been obtained	Permits and certifications related to BUILDING USE from the City of Las Vegas Department of Metropolitan Development and Department of Public Works deeming facility suitable for a school	Operations Manager	July 2022
The necessary steps have been taken to ensure all inspections are completed in order for the school to open and that all buildings are universally accessible for students, families, and visitors with exceptional needs	Copies of the final inspection reports	Operations Manager	July 2022
The necessary steps have been taken to ensure all inspections are completed in order for the school to open and that all buildings are universally accessible for students,	Architect's Project Completion Certification disclosing the official date of completion for the construction and/or renovation of the facility. The letter should also include whether variance requests were made with Board of Zoning Appeals and the date of the hearing	Operations Manager	July 2022



families, and visitors with exceptional needs			
City's approval of physical plan will occur after a final walk through of the facility	Letter of approval is granted upon completion of of the pre-opening process	Operations Manager & School Leader	July 2022
TECHNOLOGY			
Chromebooks	Evidence that Chromebooks are in stock in time for school opening (occurs during final walk-through)	School Leader	June 2022
Smart boards	Evidence that Smart Boards are in stock in time for school opening (occurs during final walk-through)	School Leader	June 2022
Technology Plan	Evidence that there is a Technology plan by school opening	Operations Manager & School Leader	June 2022
FINANCE			
School has adopted proper internal financial and accounting controls	School must retain an independent certified public accountant or firm licensed in NV to perform an agreed-upon procedure engagement (the "Independent Accountants Report") in accordance with standards established by the American Institute of Certified Public Accountants. Report must include findings from reviewing Procedures 1-6 detailed below.	Operations Manager & Foundation	March 2022
School has adopted proper internal financial and accounting controls	Procedure #1: Obtain a copy of the accounting procedures manual of the school and read it to ascertain whether it includes accounting procedures for the preparation of the school's financial statement in conformity with generally accepted accounting principles for not-for-profit organizations	Operations Manager & Foundation	January 2022
School has adopted proper internal financial and accounting controls	Procedure #2: Read the accounting manual to ascertain whether it includes payroll procedures for the school and whether the school will hire an outside vendor to process the payroll	Operations Manager & Foundation	January 2022
School has adopted proper internal financial and accounting controls	Procedure #3: Read the accounting manual to ascertain whether it includes procedures for accounting for contributions and grants		January 2022
School has adopted proper internal financial and accounting controls	Procedure #4: Read the available trial balance and documentation supporting cash receipts, cash distributions, and payroll expenses to observe the status of implementation of the accounting procedures (for organizations with current cash flow only - such as replications or network expansions).	Operations Manager & Foundation	January 2022
School has adopted proper internal financial and accounting controls	Procedure #5: Identify and interview the person(s) responsible for the financial management of the school regarding the existence of procedures for the creation and	Operations Manager & Foundation	January 2022



	review by management of quarterly financial reports		
School has adopted proper internal financial and accounting controls	Procedure #6: Interview the person(s) responsible for financial management of the school regarding existence of appropriate internal financial controls and procedures, including procedures related to ensuring that transactions are properly authorized, assets are safeguarded against unauthorized or improper use, and transactions are properly recorded and reported	Operations Manager & Foundation	March 2022
School has adopted proper internal financial and accounting controls	Board-approved, written description of the school's financial management policies, including the board's process for approving expenditures, plan for preparing financial statements in accordance with generally accepted accounting principles and requirements as set forth by IN's State Board of Accounts (SBOA), payroll procedures, accounting for contributions and grants, procedures for the creation and review of quarterly financial statements, which shall specifically identify the individual who will be responsible for preparing such financial statements, and appropriate internal financial controls and procedures	Operations Manager & Foundation	January 2022
Financial Plan	1- year cash flow plan identifying the sources of funds available to pay start-up costs and costs of operations prior to receipt of state and local tuition support	Operations Manager & Foundation	April 2022
Financial Plan	5-year detailed budget that also identifies start-up costs	Operations Manager & Foundation	January 2022
PARENT & COMMUNITY ENGAGEMENT			
Documentation of recruiting and admission process for the upcoming school year (Charter Section 17.7) 2 months before enrollment lottery	Evidence of lottery process	Community Outreach Coordinator	January 2022
Documentation of recruiting and admission process for the upcoming school year (Charter Section 17.7) 2 months before enrollment lottery	Active website that includes enrollment information and FAQs	Community Outreach Coordinator	December 2022
School enrollment is on track to meet the Charter Projected Enrollment submitted in the Charter Application	Round 1 of enrollment results show a significant number of matches that puts the school on its way to meet enrollment targets	Community Outreach Coordinator	March 2022



Orientation scheduled and held for students and families	Marketing materials; sign-in from orientation session; yearly and weekly calendar and handbooks shared w/parents; confirm distribution of textbook assistance/medical and health forms	Dean of Culture & School Leader	March 2022
Student policies (including suspension and expulsion) have been established and are available to students and parents in written form	Copy of student handbook which includes suspension and expulsion policies, student graduation and promotion policies, and a school-wide culture/behavior plan	Dean of Culture & School Leader	March 2022
Student policies (including suspension and expulsion) have been established and are available to students and parents in written form	Copy of procedure/policy for families to contact the school and/or board with complaints or concerns (may be included in the student handbook)	Dean of Culture & School Leader	March 2022
Student policies (including suspension and expulsion) have been established and are available to students and parents in written form	Identify and interview person responsible for school culture to gather evidence of transition routines, other behaviors	Dean of Culture & School Leader	March 2022
Procedures are in place for collecting students' prior school cumulative records and for securely storing student academic, attendance, special education, and discipline records	Evidence that procedures are in place for efficiently collecting students' records from sending schools, including asking former school for any possible special education records for all enrolled students- school must demonstrate it is taking responsibility for ensuring special education records are obtained in a timely fashion (e.g. records request form signed by parents will be sent to both the school and the district office specifically requesting both cumulative and special education records; the records will be requested far in advance of the start of school; and the school has additional follow-up steps in place to ensure all records are received in a timely manner)	Community Outreach Coordinator & Operations Manager	May 2022
Procedures are in place for collecting students' prior school cumulative records and for securely storing student academic, attendance, special education, and discipline records	Evidence that procedures are in place for securely storing student academic, attendance, and discipline records, including but not limited to special education files and data	Operations Manager	May 2022
Process in place for students to get uniforms	Evidence should include contract w/school uniform vendor; written documentation to parents regarding uniform procurement process	Operations Manager	May 2022
Electronic system for maintaining student records has been implemented (Charter Section 6.5)	Evidence that an electronic system is in place (information should be easily aggregated and disaggregated by race, gender, school corporation of residence, special education, free/reduced lunch, date of enrollment, date of withdrawal, previous schooling, etc)	Operations Manager	May 2022



Projected student enrollment (Charter Section 17.7)	Department of Education Membership Estimate Count for New Schools	Operations Manager	May 2022
OTHER			
Permanent head(s) of school named and providing leadership for the school, and other key leadership roles in the school have been filled	Organizational Chart that delineates school-based and network-based personnel	Foundation & School Leader	April 2022
Permanent head(s) of school named and providing leadership for the school, and other key leadership roles in the school have been filled	Contract(s) and/or offer letters for school leader and key administrators	Foundation & School Leader	February 2022
Board of Directors established and setting policy direction for the school	Copy of board meeting calendar for the upcoming school year	Foundation & School Leader	July 2022
Board of Directors established and setting policy direction for the school	Meeting minutes from at least one board meeting between February and July	Foundation & School Leader	July 2021
Board of Directors established and setting policy direction for the school	Current resumes for all board members	Foundation & School Leader	December 2022
Board of Directors established and setting policy direction for the school	Evidence that board training has occurred or is scheduled	Foundation & School Leader	September 2021
National criminal background checks completed for all current board members (IC 20-26-5-10)	Background check authorization and results are on file (Note: For the duration of the school's operation, the checks must also be completed 14 days prior to the approval of any new board members)	Foundation & School Leader	October 2021
Determination of tax-exempt status from the IRS has been received (Charter Sec. 3.1)	Letter from IRS documenting tax-exempt status and number	Foundation & School Leader	October 2021
Board of Directors established and setting policy direction for the school	Description of the board committee structure	Foundation & School Leader	August 2021
Board of Directors established and setting policy direction for the school	Copy of current board bylaws and board policies	Foundation & School Leader	August 2021
Board of Directors established and setting policy direction for the school	Documentation of processes for conducting evaluations for school leader (including evaluation tool(s))	Foundation & School Leader	August 2021
Board of Directors established and setting policy direction for the school	Documentation of processes for evaluation of CMO or EMO (including evaluation tool(s))	Foundation & School Leader	August 2021
Board of Directors established and setting policy direction for the school	Documentation of processes for evaluation of the board (including evaluation tool(s))	Foundation & School Leader	August 2021
CMO/EMO/ESP Contracts	Contracts with any CMO/EMO or ESP the school plans on utilizing	Foundation & School Leader	August 2021
Board Communications	Authorizer meeting agenda and notes from at least one meeting with board chair prior to school opening	Foundation & School Leader	July 2022



Board Communications	Board meeting notes from authorizer pre-opening team's attendance of at least one meeting prior to school opening	Foundation & School Leader	July 2022
Charter Application	All sections of submitted full charter application updated and revised, if applicable.	Foundation & School Leader	July 2022
Board of Directors established and setting policy direction for the school	Board roster using the Template	Foundation & School Leader	September 2022
Board of Directors established and setting policy direction for the school	Evidence of annual board/school goals (formal tracking system)	Foundation & School Leader	January 2022
Board of Directors established and setting policy direction for the school	Incident Communication Assurance Form	Foundation & School Leader	January 2022
Board of Directors established and setting policy direction for the school	Articles of Incorporation	Foundation & School Leader	August 2022



[Attachment 15: Operational Execution Plan](#)

See attached excel document, *Priorities and Initiatives Execution Plan*



Attachment 16: Facility Proof of Commitment

3115 N Las Vegas Blvd

	Total
Land - Building	\$3,200,000
Capital Credit	\$32,000
Hard Costs	\$1,500,000
Soft Costs	\$275,000
Contingencies	\$252,500
Development Fee	\$101,375
Transaction Costs	\$110,000
Capitalized Interest	\$115,236
Lender Fee	\$36,547
Total Project Costs	\$5,622,658

Lease Start Date	8/1/2022
Initial Rent Rate	8.50%
Purchase Option	11.50%



Red Hook Proforma Cash Flow Statement - Annual

SUBJECT TO CREDIT APPROVAL

	Academic Year										
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Rent ¹	\$438,099	\$491,069	\$505,801	\$520,975	\$536,604	\$552,702	\$569,283	\$586,362	\$603,953	\$622,071	\$640,734
Abatement	(\$159,309)	(\$82,044)	(\$42,253)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Rent	\$278,790	\$409,025	\$463,548	\$520,975	\$536,604	\$552,702	\$569,283	\$586,362	\$603,953	\$622,071	\$640,734
Projected Gross Revenue	\$4,282,190	\$3,482,190	\$3,482,190	\$3,482,190	\$3,482,190	\$3,551,834	\$3,622,870	\$3,695,328	\$3,769,234	\$3,844,619	\$3,921,512
Rent as % of PGR	6.5%	11.7%	13.3%	15.0%	15.4%	15.6%	15.7%	15.9%	16.0%	16.2%	16.3%
Option Purchase Price ²			\$7,021,392	\$7,305,685	\$7,606,044	\$7,926,250	\$8,263,211				

¹ Rent for 2023 Academic Year represents August 2022 - June 2023

² Option Purchase Price is for August of each year shown

LEASE AGREEMENT

by and between

RED HOOK CAPITAL PARTNERS IV LLC,
a Delaware limited liability company

and

_____,
a _____

dated for reference purposes only as of _____, 2021

TABLE OF CONTENTS

EXHIBIT A	Description of Premises
EXHIBIT B	Determination of Base Rent
EXHIBIT C	Insurance Coverage
EXHIBIT D	Rent Roll

LEASE AGREEMENT

1. Basic Provisions.

1.1 Parties. This Lease Agreement, together with all exhibits attached hereto that are expressly incorporated herein (this “**Lease**”), dated as of [_____, 2021] (the “**Effective Date**”), is made by and between **RED HOOK CAPITAL PARTNERS IV LLC**, a Delaware limited liability company (“**Lessor**”), and _____, a _____ (“**Lessee**”) (Lessor and Lessee being sometimes referred to herein collectively as the “**Parties**” and individually a “**Party**”). Lessee is entering into this Lease to provide for the use and occupation of the Premises (as defined below) by a school (the “**School**”) and to be operated by Lessee.

1.2 Premises. The property consisting of: (i) building(s) and adjacent common areas (collectively, the “**Building**”) located at 3115 N Las Vegas Blvd, Las Vegas, NV 89115, and (ii) any adjacent surface parking lots (the “**Parking Lots**”) (together with the Building, collectively, the “**Premises**), and which are more particularly described on Exhibit A attached hereto. Lessee shall have exclusive use of the entire Building, its common areas, and the Parking Lots (*see also Section 2* below).

1.3 Term. The term of this Lease shall commence on [_____] (the “**Commencement Date**”) and shall end on the date that is twenty-five (25) years thereafter (as applicable, the “**Initial Term**”) (or such other later date if Lessee exercises any extension option) (such date, as it may be extended, the “**Expiration Date**”). (*See also Section 3* below). If Lessor does not deliver to Lessee possession of the Premises on or before the anticipated Commencement Date or any other date, Lessor shall not be subject to any liability, nor shall the validity of this Lease, nor the obligations of Lessee hereunder be affected, but the Commencement Date shall be tolled until Lessor delivers to Lessee possession of the Premises. For the purposes of this Lease, “**Lease Year**” shall mean the twelve (12) month period commencing on the Commencement Date, and on each anniversary of the Commencement Date (or portion thereof ending on the Expiration Date).

1.4 Extension Option. Lessee shall have two (2) options to extend the Initial Term, the first (1st) for five (5) years and the second (2nd) for four (4) years, three hundred sixty-four (364) days (such extension terms, collectively, the “**Extension Term**” and, collectively with the Initial Term, if the Extension Term is applicable, the “**Term**”) upon at least twelve (12) months’ notice to Lessor and with the Rent during the Extension Term to be determined pursuant to Section 6 below.

1.5 Rent. The base rent (“**Base Rent**”) for the Initial Term will be determined and subject to the escalations set forth in Exhibit B attached hereto (see also Section 5, below).

1.6 Security Deposit. Lessee shall deliver to Lessor a Security Deposit in the amount of three (3) months’ Base Rent, as determined in accordance with Exhibit B. Lessee shall deliver one-half (1/2) of the Security Deposit concurrently with its execution and delivery of this Lease, and Lessee shall deliver to Lessor the remaining one-half (1/2) of the Security Deposit on or before the Commencement Date. Upon the occurrence of any event of default by Lessee, Lessor may, from time to time, without prejudice to any other remedy provided herein or provided by

law, apply the Security Deposit to the extent necessary to make good any arrears of Rent and any other damage, injury, expense or liability caused to Lessor by such event of default; and in such event, Lessee shall pay to Lessor on demand the amount so applied in order to restore the Security Deposit to its original amount. Lessee specifically waives the provisions of any statute that would prevent Lessor from applying the Security Deposit in accordance with this Section 1.6. The Security Deposit shall be held by Lessor without liability for interest and as security for the performance by Lessee of Lessee's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of Lessor's damages in case of default by Lessee. Lessor may commingle the Security Deposit with Lessor's other funds. Lessor may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any Rent delinquencies or to satisfy any other covenant or obligation of Lessee hereunder; and following any such application of the Security Deposit, Lessee shall pay to Lessor on demand the amount so applied in order to restore the Security Deposit to its full amount. No part of the Security Deposit shall be considered to be held in trust, to bear interest, or to be prepayment for any monies to be paid by Lessee under this Lease. Subject to the foregoing, within thirty (30) days after Lessee (i) has surrendered the Premises to Lessor (which, Lessor and Lessee agree, includes turning over to Lessor's representative all keys to the Premises), and (ii) has provided Lessor with a forwarding address, Lessor shall return to Lessee the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by the terms of this Lease and applicable law. Lessee acknowledges and agrees that if Lessee has breached this Lease before or during Lessee's surrendering the Premises to Lessor, then Lessor shall be entitled to deduct from the Security Deposit being returned to Lessee (if any) all damages and losses that Lessor has suffered or that Lessor reasonably estimates that it will suffer as a result of such breach of this Lease by Lessee. Lessee hereby waives the provisions of any applicable law with respect to the Security Deposit and agrees that the provisions of this Section 1.6 shall govern the treatment of Lessee's Security Deposit in all respects for this Lease. If Lessor transfers its interest in the Premises during the term of this Lease, Lessor may assign the Security Deposit to the transferee; and upon such transfer and the transferee's acknowledgement of responsibility to Lessee for the Security Deposit (which acknowledgement will be deemed to have been effected if the transferee assumes the obligations of the Lessor under this Lease, i.e., even without a specific mention of the Security Deposit), Lessor shall thereafter have no further liability for the return of the Security Deposit.

1.7 Real Estate Brokers. There are no real estate brokers associated with this transaction. Lessee hereby represents and warrants to Lessor that Lessee has not dealt with any broker or finder or real estate licensee acting in their capacity as broker or finder or real estate licensee in connection with this Lease other than Broker. Lessee shall protect, indemnify, defend and hold harmless Lessor from any and all damages, liabilities, losses, costs, or expenses (including, without limitation, reasonable attorneys' fees and costs) that Lessor may incur or sustain from a claim for a commission, broker's fee, finder's fee, or other similar compensation by any party claiming by, through or under Lessee with respect to this Lease.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the Term, at the Rent (as defined below) and upon and subject to all of the terms, covenants and conditions set forth in this Lease.

2.2 **Condition of Premises.** Subject to Sections 2.3 and 2.4, below, the Premises are leased “AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS,” with Lessee accepting all faults and defects, if any; and Lessor makes no warranty of any kind, express or implied, with respect to the Premises (without limitation, Lessor makes no warranty as to the habitability, fitness or suitability of the Premises for a particular purpose, nor as to compliance with any laws, rules or regulations, nor as to the absence of any toxic or otherwise hazardous substances).

2.3 **Compliance.** If any applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances (collectively, the “**Applicable Requirements**”) require, during the Term, the maintenance or repair of the Building’s foundation, outer walls or structural components of the Building, Lessor hereby agrees to undertake and complete such maintenance or repair (each, a “**Capital Expenditure**”), provided that the costs therefor shall be deemed “Expenses” (as defined below) hereunder.

2.4 **Acknowledgements.** Lessee acknowledges that its acceptance of the Premises on the Commencement Date shall be conclusive evidence that it has made all investigations and inspections as it deems necessary with respect to the suitability of the Premises as it relates to Lessee’s occupancy thereof and the Premises’ compliance with Applicable Requirements, and Lessee will have satisfied itself as to all such matters on the Commencement Date.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Term of this Lease are as specified in Section 1.3.

4. **Expenses.**

4.1 **Expenses.** Lessee shall be responsible for all Expenses (as defined herein below or elsewhere in this Lease), which Lessee shall pay to Lessor within thirty (30) days after receiving a statement from Lessor itemizing (with reasonable description) all charges included thereon. Except as otherwise provided herein, all Base Rent shall be absolutely net to Lessor so that this Lease shall yield net to Lessor the Base Rent to be paid each month during the Term and Lessee shall pay either directly or as reimbursement to Lessor for all costs, expenses and obligations of every kind or nature whatsoever relating to the Premises which may arise or become due during the Term, including, without limitation, all costs and expenses of operation, maintenance and repairs, utilities, insurance and taxes relating to the Premises.

“**Expenses**” shall mean all costs and expenses of the ownership, operation, maintenance, repair or replacement, and insurance of the Premises, as determined by standard accounting practices, including, by way of illustration only, and not by way of limitation, to the extent they apply to the Premises:

- (i) Gross receipts taxes, whether assessed against Lessor or assessed against Lessee and collected by Lessor;

- (ii) Water, sewage, and waste or refuse removal charges;
- (iii) Gas, electricity, telephone and other utilities;
- (iv) Air conditioning and heating;
- (v) Elevator maintenance (if any);
- (vi) Supplies, materials, labor, equipment, and utilities used in or related to the operation and maintenance of the Premises;
- (vii) All maintenance, replacement and repair costs including, without limitation, janitorial, cleaning and repair services relating to the Premises and all improvements thereon, including, without limitation, air conditioning systems, landscaping, service areas, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, janitorial (if any is supplied), capital improvements and upgrades, and cost of compliance with applicable laws;
- (viii) Capital improvements made to the Premises (whether funded in full or amortized with reasonable financing charges) which may be required by any government authority or which will improve the operating efficiency of the Premises;
- (ix) Real Property Taxes (as defined in Section 12.1 below) and personal property taxes (as described in Section 12.3 below), if any; and
- (x) Any other costs or expenses reasonably incurred by Lessor relating to the operation of the Premises under this Lease and not otherwise reimbursed by Lessee; provided that Lessee will have no obligation to pay any expenses incurred by Lessor related to an alleged breach or default under this Lease by Lessee if it is later determined that the allegation of breach or default was in error or it is determined by a court of law or arbitrator that the breach or default was erroneously asserted.

For the avoidance of doubt, Expenses shall not include depreciation on the buildings of which the Premises are a part and shall not include any overhead of Lessor, internal operating costs or salaries of Lessor, or any other expenses that are unrelated to the operation of the Premises. Lessee will have the right to review all invoices, receipts, or other back-up documentation in connection with any Expenses that Lessee is required to pay under this Lease. Lessee may, at its sole cost and expense, audit the Expenses that it reimburses Lessor for purposes of determining whether such Expenses were properly related to the Premises or charged to Lessee in accordance with the terms of this Lease. The auditor performing such audit must have at least five (5) years of experience auditing tenant-related expenses under leases and may not have worked for or been affiliated with either Lessor or Lessee in the preceding five (5) years. If the auditor determines that Lessee paid expenses that were not properly charged to Lessee under the terms of this Lease, then Lessor will promptly reimburse Lessee for such over-charges and, if such over-charges exceed Five Thousand Dollars (\$5,000), Lessor will also reimburse Lessee for the cost of the audit.

5. **Rent.** Lessee covenants to pay to Lessor during the Term, the full amount of all Base Rent, Expenses and additional rent or charges due hereunder and the full amount of all such other sums of money as shall become due under this Lease, all of which herein may be collectively called “**Rent.**” Lessee shall cause all Rent payable to Lessor under this Lease to be received by Lessor in lawful money of the United States on or before the first day of each month, without offset or deduction. Rent for any period during the Term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent due to Lessor shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Payment of the monthly rate after the fifth day of the month shall be subject to a late fee of fifteen percent (15%). Unless otherwise consented to by Lessor in writing, all payments due from Lessee hereunder shall be made by wire transfer of funds or by an electronic funds transfer debit transaction utilizing the Automated Clearing House network of the U.S. Federal Reserve System, in each case, to an account designated by Lessor.

5.1 **Budgeting Rent.** The Lessee covenants to take such action as may be necessary to include all such payments of Rent due hereunder in its annual budgets, to make, as necessary, annual appropriations for all such payments and to take such action annually as shall be required to provide funds in such year for such payments of Rent.

5.2 **Accounting.** If Lessor so requests in writing, Lessee agrees to provide Lessor within twenty (20) business days an audited annual accounting, or monthly or quarterly unaudited accountings, of the Expenses paid for the current calendar year as well as one or more audited annual financial statements, in form and content reasonably acceptable to Lessor and Lessor’s lender, detailing the financial condition of Lessee and Lessee’s operating history during the period covered by such statements. If the form of any such documents is not acceptable to Lessor, in Lessor’s reasonable discretion, then the parties will work in good faith to revise the form and, if necessary, the content of such documents so that they are in form reasonably acceptable to Lessor. Upon Lessee’s request, Lessor will execute a confidentiality agreement in form reasonably acceptable to both parties in connection with the delivery of any financial or other private documents that Lessee delivers to Lessor. Notwithstanding anything to the contrary herein, Lessee shall provide the following financial reports to Lessor: (i) by July 1st of each year, a preliminary budget for the current fiscal year (the “**Annual Budget**”); (ii) by December 15th of each year, an interim financial report for the current fiscal year reflecting changes through October 31st of such year; (iii) on or before December 15th of each year, a copy of Lessee’s annual, independent financial audit report for the preceding fiscal year; (iv) by March 15th of each year, a second interim financial report for the current fiscal year reflecting changes through January 31st of such year; and (v) by September 15th of each year, a final unaudited report for the full prior year, which report shall include an annual statement of all Lessee’s receipts and expenditures for the preceding fiscal year. Student enrollment data shall be provided in accordance with the requirements for P1 and P2 and annual pupil count reporting as follows: (i) the P1 report shall be provided on or before January 17th of each year; (ii) the P2 report shall be provided on or before May 1st of each year; and (iii) annual attendance reporting shall be provided on or before July 17th of each year. Lessee shall promptly notify Lessor and its lender of any material change in enrollment promptly after any such material change occurs.

5.3 Source of Rent Payments. Lessee's obligation hereunder to pay the Rent is a general obligation of Lessee and the School, and Lessee (on behalf of itself and on behalf of the School) hereby (i) pledges and grants a security interest in the Gross Revenues of the School (as defined below) as security for the payment of the Rent ("**Security Interest**") and (ii) covenants not to pledge to any third-party (except Lessor's lender) the Gross Revenues of the School. Notwithstanding the foregoing, Lessor agrees that under no circumstances shall Lessee be required to advance any moneys derived from, nor shall Lessor have recourse to, any revenues or assets attributable to, or designated by any third party for, any other schools operated by Lessee and not located at the Premises (such schools collectively referred to as the "**Other Schools**"), or pledged by Lessee to secure loans to or financings or leases for any such Other Schools. Such moneys, assets and revenues would include income and revenues directly or indirectly derived by Lessee's operation of any Other Schools, including without limitation, per pupil revenues and other funding received from the State of Nevada or by virtue of the charter granted to Lessee for any Other Schools, and all gifts, grants, bequests and contributions (including income and profits therefrom) to the extent specifically restricted by the donor or maker thereof to any Other Schools, and such moneys would also include net insurance or condemnation proceeds received or payable to Lessee on account of damage or destruction of any Other Schools or the property on which they are located, or other loss incurred by Lessee with respect to its operation of any Other Schools or the property on which they are located. Nothing contained in this Section 5.3 shall be construed to release Lessor from the performance of any of the agreements on its part herein contained, and in the event Lessor shall fail to perform any such agreements on its part, Lessee may institute such action against Lessor as Lessee may deem necessary to compel performance, so long as such action does not abrogate the obligations of Lessee contained in the first sentence of this Section 5.3. Lessee may, however, at Lessee's own cost and expense and in Lessee's own name or in the name of Lessor prosecute or defend any action or proceeding or take any other action involving third persons that Lessee deems reasonably necessary in order to secure or protect Lessee's right of possession, occupancy and use hereunder, and in such event, Lessor hereby agrees to cooperate fully with Lessee and to take such action necessary to effect the substitution of Lessee for Lessor in such action or proceeding if Lessee shall so request. Moreover, and notwithstanding any other provision of this Lease, nothing herein will prevent Lessee from pledging the gross revenues of or the receivables from any Other Schools in order to obtain a loan, cash advance, or other form of credit; Lessor's rights will at all times be subordinate to any party providing such a loan or cash advance secured by Lessee's revenues or receivables from any Other Schools; and Lessor agrees to execute any documents reasonably requested by Lessee and to reasonably cooperate (at no expense to Lessor) with any requests in connection with Lessee's efforts to obtain a loan, cash advance or other form of credit for any Other Schools.

As used herein, "**Gross Revenues of the School**" means all income and revenues directly or indirectly derived by the Lessee's operation of the School, including without limitation, per pupil revenues and other funding received from the State of Nevada or by virtue of the charter granted to Lessee for the School, and all gifts, grants, bequests and contributions (including income and profits therefrom) specifically restricted by the donor or maker thereof to the School or the Premises, to the extent not specifically restricted by the donor or maker thereof to a particular purpose inconsistent with their use for the payments required under this Lease. Gross Revenues of the School also includes net insurance or condemnation proceeds received or

payable to the Lessee on account of damage or destruction of the Premises or other loss incurred by Lessee with respect to its operation of the School or the Premises.

5.4 **Relocation of School.** Lessee shall not relocate the operations of the School to any other property without Lessor's written consent, which may be granted or withheld in Lessor's sole and absolute discretion.

6. **Option to Extend.** Lessor hereby grants to Lessee two (2) options to extend the term of this Lease, the first (1st) for five (5) years and the second (2nd) for four (4) years, three hundred sixty-four (364) days (each, an "**Extension Option**"). Each Extension Option must be exercised, if at all, by written notice (each, an "**Option Notice**") delivered by Lessee to Lessor not fewer than twelve (12) months prior to the then-scheduled Expiration Date, provided, however, that the Extension Option shall not be exercisable unless, as of the date of the Option Notice and at the then-scheduled Expiration Date, Lessee is not in default hereunder. In the event the Term of this Lease shall be extended under this Section 6, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) Each Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Base Rent for the Extension Term shall be determined as set forth in Exhibit B.

(iii) Such Rent as so determined shall be paid during the Extension Term in installments at the times and in the manner specified in this Lease.

7. **Option to Purchase.** For the time period commencing on the first day of the fourth (4th) Lease Year and expiring on the last day of the seventh (7th) Lease Year, Lessee shall have an option to purchase the Premises pursuant to the terms and conditions provided in Exhibit B (the "**Purchase Option**"). If Lessee does not elect to purchase the Premises before the expiration of the Purchase Option set forth in this Section 7, then the Purchase Option shall terminate and be of no further force or effect.

8. **Use.**

8.1 **Use.** Subject to the terms of Section 12 (Assignment and Subletting) below, Lessee shall not rent the Premises as residential rental property to others, or permit any subtenant to rent the Premises as residential rental property to others. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs other tenants on the Premises or causes damage to neighboring premises or properties. Notwithstanding any other provision of this Lease, Lessee agrees to use the Premises for the purpose of operating a charter school educating students from [_____] through the [_____] grades (the "**Permitted Use**"). Lessee is responsible for acquiring and maintaining at all times during the Term all necessary permits and approvals for operating for the Permitted Use at the Premises.

8.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term “**Hazardous Substance**” as used in this Lease shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of “waste,” “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” or “toxic substances” or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), 42 USC §§ 9601 et seq.; the Resource Conservation and Recovery Act (“**RCRA**”), 42 USC §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 USC §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.; and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term “Environmental Regulations” means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee’s expense) with all Applicable Requirements. “**Reportable Use**” shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, including such instructional materials as may be used in art, science and other instructional activities, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor, Lender or Lessee to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises,

other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Lease, by or for Lessee, or any third party; provided that Lessee will have no obligation to clean-up Hazardous Substances that migrate under the Premises from adjacent properties without any involvement or contribution from Lessee or its agents or employees.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its managing member, and the agents, employees, officers, directors of either of them ("**Lessor's Indemnified Parties**") harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee or anyone acting by, through, or under Lessee. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement. The provisions of this subdivision (d) of Section 8.2 shall survive the termination of this Lease.

(e) **Hazardous Substance Condition Remediation.** If Lessee becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then Lessee shall notify Lessor and Lessor shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an Expense for which Lessee is responsible and this Lease shall continue in full force and effect, but subject to Lessor's rights under Section 8.2(d); provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than Lessee or anyone acting by, through, or under Lessee) prior to the Commencement Date, then Lessor shall be solely responsible for making the investigation and remediation thereof at its sole cost and expense, and this Lease shall continue in full force and effect. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 8.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

8.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the such Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the

Commencement Date; provided that if Lessee disagrees with recommendations of engineers and/or consultants, or objects to the cost associated with their recommendations, then Lessee may retain its own engineers and/or consultants and, upon Lessor's reasonable approval, follow the recommendation of the engineers and/or consultants retained by Lessee so long as the result is that the Premises complies with all Applicable Requirements. Lessee shall, within ten (10) days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and other information evidencing Lessee's possession of all applicable permits and approvals pertaining to the Permitted Use, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements or of Lessee's ability to operate at the Premises for the Permitted Use.

9. **Maintenance; Repairs.**

9.1 Lessee's Obligations. Subject to the provisions of Sections 9.2 (Lessor's Obligations), 11 (Damage or Destruction) and 15 (Condemnation), Lessee shall, at Lessee's sole expense, keep the interior and exterior non-structural elements of the Premises in good order, condition and repair; and keep the exterior, and major utility components of the Premises and other portions of the Premises in good order, condition and repair, including, but not limited to, roof, roof membrane, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. If any replacement or repair is required in the last five (5) years of this Lease, and such repairs or replacements will result in the installation or replacement of structures or equipment that will have a useful life that survives the termination of this Lease, then Lessor shall pay a proportionate share of such repairs or replacements. Lessor's proportionate share of the cost of such repairs or replacements will equal the remaining expected useful life of such repair or replacement after the expiration of the term of this Lease divided by the total use life of such repair or replacement. If, after Lessor pays a proportionate share of a repair or replacement, the term of this Lease is extended by Lessee or by mutual agreement of the parties, then Lessee will reimburse Lessor such that Lessor (after such reimbursement) will have paid the amount it would have paid if the term (at the time the costs were apportioned between the parties) had already been extended. Subject to the provisions of this Section 9.1 and Sections 11 (Damage or Destruction) and 15 (Condemnation) herein, it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the term so of this Lease.

9.2 Lessor's Obligations. Subject to the provisions of Sections 2.2 (Condition), 11 (Damage or Destruction) and 15 (Condemnation), Lessor shall maintain and make necessary

repairs to the Building's foundation, outer walls or structural components. Any costs and expenses incurred by Lessor in connection with any maintenance or repair it performs shall be deemed "Expenses" hereunder. Lessee waives the right to make repairs at Lessor's expense under any applicable laws.

9.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Section 9.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent, except as provided herein. Lessee may make non-structural Alterations or Utility Installations and may make structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, and will not affect the electrical, plumbing, HVAC, and/or life safety systems. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor and such approval shall not be unreasonably withheld. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

9.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** All Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, at the option of Lessee, (i) be removed by Lessee or (ii) be surrendered by Lessee with the Premises and become the property of Lessor.

(b) **Surrender and Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee or anyone acting by, through, or under Lessee. Lessee Owned Alterations, Utility Installations, and Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee at the expiration of the Lease. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Section 9.4(b) without the express written consent of Lessor shall constitute a holdover under the provisions of Section 25 below; provided that no holdover will be deemed to have occurred if Lessee has completely vacated the Premises and removed all property from the Premises that is twenty-one (21) days after the Expiration Date.

10. **Insurance; Indemnity.**

10.1 **Liability.** Lessee shall keep in force such liability insurance policies and in such amounts as set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an "Expense" hereunder.

10.2 **Property.** Lessee shall obtain and keep in force a policy or policies of property insurance in its name, but naming Lessor as an additional insured under such policy or policies, with a provision making loss payable to Lessor and to any lender insuring loss or damage to the Premises. The amount of such insurance shall be as set forth in Exhibit C attached hereto and will at all times remain subject to approval by Lessor's lender. The premium for such insurance shall be deemed an "Expense" hereunder.

10.3 **Rental Interruption.** Lessee shall also obtain and keep in force, for the benefit of Lessor, or otherwise obtain for Lessor (at Lessee's sole cost and expense) rental interruption insurance insuring Lessor for the amounts of Rent arising from an interruption of the payment of the Rent, and otherwise payable by Lessee hereunder. The premium for such insurance shall be deemed an "Expense" hereunder.

10.4 **Insurance Requirements; Waiver of Subrogation.** All insurance procured and maintained by Lessee shall be written by insurance companies satisfactory to Lessor which are licensed to do business in the state in which the Premises is located with a general policyholder's rating of not less than A and a financial rating of not less than Class VIII as rated in the most current edition of Best's Key Rating Guide, or, if it becomes available during the Term of this

Lease and is approved by Lessor's lender, equivalent coverage provided by a charter school self-insurance joint power authority, formed and operating under Nevada law. Lessor and Lessor's lender(s), ground lessor (if any) and property manager shall be named as additional insureds under all insurance maintained by Lessee, and Lessee shall obtain waivers of subrogation in favor of Lessor as its interests may appear; moreover, Lessee shall obtain a written obligation on the part of each insurance company to notify Lessor at least ten (10) days prior to cancellation of such insurance. Lessee shall provide Lessor with an original Certificate of Insurance demonstrating that the insurance required by this Lease was purchased and is in effect. Lessee shall also provide Lessor with a copy of the additional insured, waiver of subrogation endorsements or such other policy language demonstrating that the insurance policies comply with this Lease. If Lessee should fail to comply with the foregoing requirements relating to insurance, Lessor may obtain such insurance and Lessee shall pay to Lessor on demand as additional Rent hereunder the premium cost thereof plus interest. Lessee hereby acknowledges and agrees that any such payment and interest shall be payable immediately on demand as additional Rent and that the same are cumulative with, and do not supersede or reduce in any way, Lessor's rights as specified in Section 14 of this Lease. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

10.5 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee, with respect to third party claims, shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, partners, members, directors, officers and lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters by any third party, Lessee shall upon written notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified. Lessor shall indemnify, protect, defend and hold harmless Lessee and its agents, partners, members, directors, officers and lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, Lessor's grossly negligent acts or willful misconduct. The provisions of this Section 10.5 shall survive the termination of this Lease.

10.6 Exemption of Lessor from Liability. Subject to the provisions of Section 10.5, Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, students or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or

from any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other sources or places.

11. **Damage or Destruction.**

11.1 Repair of Damage to Leased Premises by Landlord. Lessee shall promptly notify Lessor of any damage to the Premises resulting from fire or any other casualty. If the Premises shall be damaged by fire or other casualty, Lessor shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Lessor's reasonable control, and subject to all other terms of this Section 11, restore the Premises; provided that if the cost of such repair by Lessor exceeds the amount of insurance proceeds received by Lessor from Lessee's insurance carrier, as assigned by Lessee, the cost of such repairs shall be paid by Lessee to Lessor, at Lessee's election, either (i) prior to Lessor's repair of the damage, or (ii) reimbursed to Lessor promptly after Lessor incurs such costs and provides an invoice and reasonable supporting documentation therefor, plus Interest on such amounts from the date paid by Lessor until reimbursed by Lessee. Such restoration shall be to substantially the same condition of the Premises prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Premises or any portion thereof, or the lessor of a ground or underlying lease with respect to the Premises or any portion thereof. Notwithstanding anything to the contrary herein, in no event shall Lessor be obligated to repair or restore any specialized or dedicated equipment serving Lessee, such as any cabling, wiring, supplemental utility system, telephone system or wi-fi network. Lessor shall not be liable for any inconvenience or annoyance to Lessee or its visitors, or injury to Lessee's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises necessary to Lessee's occupancy, and if such damage is not the result of the negligence or willful misconduct of Lessee or Lessee's employees, contractors consultants, agents, licensees, students, invitees, or anyone else acting by, through, or under Lessee, Lessor shall allow Lessee a proportionate abatement of Base Rent to the extent Lessor is reimbursed from the proceeds of rental interruption insurance, during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied and used by Lessee as a result thereof.

11.2 Lessor's Option to Repair. Notwithstanding Section 11.1 above to the contrary, Lessor may elect not to rebuild and/or restore the Premises and instead terminate this Lease by notifying Lessee in writing of such termination within sixty (60) days after Lessor becomes aware of such damage, such notice to include a termination date giving Lessee up to ninety (90) days to vacate the Premises, but Lessor may so elect only if the Premises shall be damaged by fire or other casualty or cause, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days after the date of such damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Premises or ground or underlying lessor with respect to the Premises shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be; or (iii) the damage is not fully covered by Lessee's or Lessor's insurance policies. In addition, if the Premises is destroyed or damaged to any substantial extent during the last twenty-four (24) months of the Term, then notwithstanding anything contained in this Section 11, Lessor or Lessee shall have the option to terminate this Lease by giving written notice to the other party of

the exercise of such option within thirty (30) days after such party becomes aware of such damage, in which event this Lease shall cease and terminate as of the date of such notice. Upon any such termination of the Lease pursuant to this Section 11.2, Lessee shall pay the Base Rent and additional rent, properly apportioned up to the earlier of the date of termination or the date that Lessee vacated the Premises as a result of the casualty, and both parties hereto shall thereafter be discharged from all further obligations under this Lease arising after such termination, except for those obligations which expressly survive the expiration or earlier termination of the Term.

11.3 Waiver of Statutory Provisions. The provisions of this Lease, including this Section 11, constitute an express agreement between Lessor and Lessee with respect to any and all damage to, or destruction of, all or any part of the Premises, and any statute or regulation of the state in which the Premises is located, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises.

11.4 Lessee's Responsibilities. There shall be no abatement of rent (except as expressly provided above in Section 11.1) and no liability of Lessor by reason of any injury to or interference with Lessee's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the Premises or in or to fixtures, appurtenances and equipment therein. Lessee understands that Lessor will not carry insurance of any kind on Lessee's furniture, furnishings and other personal property, and Lessor shall not be obligated to repair any damage thereto or replace the same. All such property shall be kept, stored and maintained at the sole risk of Lessee.

12. Real Property Taxes.

12.1 Definition. As used herein, the term "**Real Property Taxes**" shall include any form of assessment, real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises, Lessor's right to other income therefrom; and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

12.2 Payment of Taxes. Lessee shall timely file for exemption against any Real Property Taxes and shall maintain such exemption during the Term. If for any reason an exemption is not in effect with respect to the entirety of the Premises, during any period that this Lease remains in effect, then Lessee shall pay to the County Assessor's Office at least ten (10) business days before the same become delinquent, all Real Property Taxes applicable to the Premises to the extent any such Real Property Taxes are charged, levied, assessed or imposed,

and Lessee shall provide written notice to Lessor of such payment concurrently with the delivery of the Real Property Taxes. Lessor agrees to reasonably cooperate (so long as Lessor incurs no out-of-pocket costs) with any request by any taxing authority, including, but not limited to, the Internal Revenue Service, any state taxation agency, the City of Las Vegas, or the County of Clark, and any reasonable request by Lessee in connection with Lessee's attempts to obtain any tax exemption for Real Property Taxes.

12.3 Personal Property Taxes. Lessee shall timely file for exemption against any taxes on Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee and shall maintain such exemption during the Term. Lessee shall pay, prior to delinquency, all such taxes to the extent they are charged, levied, assessed or imposed after an exemption for such taxes is filed as required hereunder. Lessor agrees (so long as Lessor incurs no out-of-pocket costs) to reasonably cooperate with any request by any taxing authority, including, but not limited to the Internal Revenue Service, any state taxation agency, the City of Las Vegas, the County of Clark, or by Lessee in connection with Lessee's attempts to obtain any tax exemption for Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment, and all personal property of Lessee.

13. Assignment and Subletting.

13.1 By Lessee. Lessee shall not sublease, assign, mortgage, pledge, hypothecate or encumber this Lease or any of Lessee's interest hereunder without the prior written consent of Lessor (which Lessor will not unreasonably withhold). Notwithstanding the preceding, Lessee may sublease a portion of the Leased Premises to one or more community schools, summer camps, churches, non-profit groups, social groups, educational groups, or similar school-related organizations without the prior consent of Lessor; provided that (i) any such sublease may not exceed fifty percent (50%) of the Leased Premises or extend beyond three (3) months in duration, (ii) the sublease will be direct with Lessee and will not release Lessee from any of its obligations hereunder, and (iii) such sublease will not interfere or be inconsistent with Lessee's use and operation of the Leased Premises as a charter school. Lessee acknowledges that Lessor will finance a portion of the acquisition of the Premises (potentially with tax-exempt bond financing), and Lessor will be required to obtain the lender's (or the bond trustee's) approval to a sublease, assignment or other transfer or encumbrance of Lessee's interest in the Lease. Lessee agrees that Lessor's failure to consent to any assignment or sublease or encumbrance will be deemed to be reasonable if due to lender's (or the bond trustee's) disapproval. Notwithstanding the preceding, Lessor agrees that it will not withhold its consent to Lessee's request to assign this Lease to an entity formed for the purpose of operating a charter school as permitted in Section 8.1 hereof if such entity is wholly owned or controlled by Lessee or results from a restructuring or reconstitution of Lessee; provided that (a) the persons managing Lessee must continue to manage the assignee, and (b) nothing herein will be deemed to eliminate the need to obtain the consent of Lessor's lender to such an assignment. To the extent any sublease or assignment of this Lease is approved by Lessor, Lessor agrees to provide reasonable non-disturbance assurances to the applicable assignee or sublessee.

13.2 By Lessor. Lessee acknowledges that the Premises may be subject to a deed of trust and assignment of rents in favor of a lender and that the Lease may be assigned to such lender as security for a loan (collectively, "**Deed of Trust**").

14. **Default; Breach; Remedies.**

14.1 **Default; Breach.** A “**Default**” is defined as a failure by Lessee to comply with or perform any of the terms, covenants or conditions under this Lease. A “**Breach**” is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises.

(b) The failure of Lessee to make any payment of Rent required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of three (3) business days following written notice to Lessee.

(c) Any material representation or warranty made in this Lease, or in any report, certificate, financial statement, or instrument furnished in connection with this Lease, proves to have been false or misleading when made, in any material respect.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, other than those described in subparagraphs 14.1(a) through (c) above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Lessee’s Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) Lessee’s making of any general arrangement or assignment for the benefit of creditors; (ii) Lessee’s becoming a “**debtor**” as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee’s assets located at the Premises, or of Lessee’s interest in this Lease, where possession is not restored to Lessee within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee’s assets located at the Premises, or of Lessee’s interest in this Lease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(f) The discovery that any financial statement of Lessee given to Lessor was materially false.

(g) The failure of Lessee to comply with the following representations, warranties or covenants: (i) except as specifically provided in this Lease, the Lessee covenants not to create, assume, incur or suffer to be created, assumed or incurred any lien on the Premises or the Gross Revenues of the School, (ii) the Lessee shall take all actions necessary, and shall not omit to take any action necessary for it to maintain its status (or its derivative status through its sole member) as an organization described in Section 501(c)(3) of the Internal Revenue Code of

1986, as amended and (iii) the Lessee will do, or cause to be done, all things necessary to obtain and maintain the School's status as a charter school under the Charter School Law.

14.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within thirty (30) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within thirty (30) days after notice, to commence and diligently prosecute such duties and obligations to completion), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor; provided that Lessor will only elect to terminate Lessee's possession of the Premises following a material Breach or default under the terms hereof by Lessee that remains uncured after the notice provided in accordance with this Lease. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees of Lessor and the Lender, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under this Section 14. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 14.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Section 14.1. In such case, the applicable grace period required by Section 14.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect Lessor's interests, shall not constitute a termination of Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under this Lease, including under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

14.3 Interest. Any monetary payment due Lessor hereunder not received by Lessor when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due for non-scheduled payments, shall bear interest from the date when due as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of ten percent (10%) per annum, but shall not exceed the maximum rate allowed by law.

15. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs, and Expenses and Base Rent thereafter shall be limited to those applying to the remaining Premises subject to this Lease, it being agreed that Base Rent will be reduced by the percentage of the Premises that has been the subject of the taking. If there is a Condemnation of less than all of the Premises, and such portion so taken is material to Lessee's use and quiet enjoyment of the Premises as a whole, then all available Condemnation awards and/or payments shall be used first, to restore the remaining portion of the Premises to a usable whole, and second, to reduce the balance of any loan made to Lessor and secured by the Premises in proportion to the portion taken or sold. Any portion of the award and/or payment that remains after the foregoing purposes have been satisfied shall be the property of Lessor. If the entirety of the Premises is taken, then the Condemnation awards and/or payments shall be the property of Lessor. Each party waives the provisions of any applicable law allowing either party to petition the superior court to terminate this Lease as a result of a partial taking. Nothing in this Section 15 will be deemed to limit Lessee's right to file a claim in the condemnation proceeding for any loss of income, goodwill, personal property, or other damages arising from Lessee's loss of operations.

16. Estoppel Certificates; Subordination. (a) Lessee agrees that it will use good faith efforts to, within ten (10) days following request by Lessor, execute and deliver to Lessor a written statement (each, an "**Estoppel Certificate**") addressed to Lessor (and/or parties designated by Lessor), which statement shall identify Lessee and this Lease, shall certify 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 so modified), shall confirm that Lessor is not in default as to any obligations of Lessor under this Lease (or if Lessor is in default, specifying any default), shall state the dates to which the rent and other charges have been paid in advance, if any, and shall contain such other information or confirmations as Lessor may reasonably require. If Lessee fails to do so within thirty (30) days after the delivery of a written request from Lessor to Lessee, then this shall be a default under the Lease and Lessor would have all rights and

remedies accorded to Lessor pursuant to Section 14 of this Lease. Lessor is also hereby irrevocably appointed and authorized as the agent and attorney-in-fact of Lessee to execute and deliver any such written statement on Lessee's behalf. The form of the Estoppel Certificate will be reasonably acceptable to Lessee, and Lessee will have no obligation to make any representations or assertions that are not, in Lessee's view, true and accurate and consistent with the terms of this Lease. Lessor agrees to reimburse Lessee for the cost of any third party, out-of-pocket costs associated with delivery of the Estoppel Certificate up to One Thousand Dollars (\$1,000). (b) Lessee hereby covenants and agrees: (1) this Lease at all times shall be subordinate to the Deed of Trust (unless waived in writing by the Trustee thereunder or the beneficiary ("**Beneficiary**") of the Deed of Trust) so long as the lender has provided Lessee with an executed non-disturbance agreement for the benefit of Lessee in a form acceptable to all Parties prior to such subordination, and so long as such subordination does not result in any change to the terms of this Lease that has an adverse effect on Lessee; (2) Lessee shall attorn to the Beneficiary and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Premises by any purchaser at a foreclosure sale or by the Beneficiary in any manner; (3) to execute such further evidences of attornment and subordination as a mortgagee or any purchaser at a foreclosure sale may from time to time request, including a subordination and attornment agreement in form and substance acceptable to the Beneficiary or any purchaser in its sole discretion so long as such documents contain non-disturbance provisions reasonably protecting Lessee if a foreclosure occurs; (4) this Lease shall not be terminated by foreclosure or any other transfer of the Premises; (5) Lessee shall, upon receipt after the occurrence of an Event of Default of a written request from the mortgagee, pay all rents payable under this Lease to the mortgagee.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. Upon any transfer of fee title to the Premises, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by Lessor so long as Lessor has delivered to the transferee any portion of the Security Deposit held by Lessor and the assignee has acknowledged the receipt thereof. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by Lessor shall be binding only upon Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Authority.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous

agreement or understanding shall be effective. Each Party represents and warrants that the execution of the Lease will not, to the best of the Party's knowledge, constitute a violation under any material agreements to which such Party is a party. Each individual executing this Lease on behalf of Lessee entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee. Lessee shall prior to execution of this Lease, deliver to Lessor evidence of such authority reasonably satisfactory to Lessor.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by email, and shall be deemed sufficiently given if served in a manner specified in this Section 23. A courtesy copy of any notice provided hereunder will be provided by email so long as the party receiving the notice has delivered its then-current email address to the other. The addresses for the Parties are set forth below and shall constitute the respective addresses for delivery or mailing of notices. Either Party may, by written notice to the others, specify a different address for notice. Upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice unless Lessee notifies Lessor otherwise. A copy of all notices to Lessor or Lessee shall be concurrently transmitted to such party or parties at such addresses as Lessor or Lessee, respectively, may from time to time hereafter designate in writing.

23.2 Addresses.

Lessor: Red Hook Capital Partners IV LLC
2120 E Grand Avenue, Suite 135
El Segundo, CA 90245
Attention: Craig Underwood
Email: cunderwood@redhookcap.com

With a copy to: Seyfarth Shaw LLP
601 S. Figueroa Street, #3300
Los Angeles, CA 90017
Attention: Alex S. Johnson, Esq.
Email: asjohnson@seyfarth.com

Lessee: c/o pilotED Schools of Nevada Inc.
[]
[]
Attention: Lani Luo
Email: lluo@piloted.org

23.3 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that

guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile or email shall be deemed delivered upon delivery, provided a copy is also delivered via mail or overnight delivery. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.** No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof.

25. **No Right To Holdover.** Except as provided in Section 9.4(b), Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to one hundred fifty percent (150%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

26. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

28. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of Nevada. The prevailing party in any litigation shall be entitled to its reasonable attorney's fees.

29. **Lessor's Access; Showing Premises; Repairs.** Lessor shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four (24) hours' prior written notice for the purpose of inspecting the Premises, verifying compliance by Lessee with this Lease, showing the Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises as long as there is no material adverse effect to Lessee's use of the Premises.

30. **Quiet Possession.** Subject to payment by Lessee of the Rent and there being no Breach or Event of Default by Lessee then in effect, Lessee shall be entitled to have quiet possession and quiet enjoyment of the Premises during the Term hereof. Subject to the terms and conditions of this Lease, Lessee shall have access to the Premises twenty-four (24) hours per day and seven (7) days per week.

31. **Counterparts.** This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

32. **Amendments.** Subject to the terms of the Indenture, this Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary and non-material modifications to this Lease as may be reasonably required by a lender in connection with the obtaining of normal financing or refinancing of the Premises.

33. **Limitation of Rights to Parties and Trustee.** Nothing in this Lease expressed or implied is intended or shall be construed to give to any person other than Lessor, Lessee and the Trustee any legal or equitable right, remedy or claim under or in respect of this Lease or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of Lessor, Lessee and the Trustee.

34. **Closing Contingency.** This Lease is contingent on the closing of the purchase of the Premises by Lessor (or Lessor's affiliate) pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated [_____] (as may be amended and assigned from time to time, the "PSA"), by and between [_____] , as seller, and Lessor, as buyer. If the transactions contemplated by the PSA do not close for any reason, and the PSA is terminated, then this Lease shall terminate concurrently therewith and be of no further force and effect as of such date, and the Parties hereto shall be relieved of all obligations to each other owed pursuant to this Lease, except for those obligations which expressly survive the expiration or earlier termination of this Lease.

35. **Signage.**

Lessee shall not, without first obtaining (i) Lessor's written approval, which approval shall not be unreasonably withheld, conditioned or delayed, and (ii) all necessary approvals and permits from the relevant governmental agencies, display any signage or other advertisement or fixed display in or on the Premises that is visible from the exterior of the Premises. All signs must be professionally designed and prepared and must comply with all Applicable Requirements. Subject to each of the foregoing terms and the other terms of this Lease, Lessee shall be entitled to a sign created and installed at the Premises as described above at Lessee's sole cost and expense.

36. **Premises Security.** Subject to the terms of this Lease, Lessee has the right to install security systems at the Premises at Lessee's sole cost and expense. At all times during the Term, Lessee is required to provide, in a manner reasonably satisfactory to Lessor and at Lessee's sole cost and expense, twenty-four hour per day security for the Premises and its employees, guests, agents and invitees. Lessor is not liable for the security of the Premises.

37. **Non-Disturbance Agreement.** Upon Lessee's written request, Lessor agrees to use commercially reasonable efforts to obtain from Lessor's lender a non-disturbance agreement for the benefit of Lessee in a form reasonably acceptable to all Parties. The failure of Lessor or

Lessor's lender to enter into such an agreement shall not entitle Lessee to any rights or remedies under this Lease, shall not be deemed a breach by Lessor, and shall have no bearing on the effectiveness of this Lease.

38. Code Compliance; Occupancy.

Lessee's taking of possession of the Premises shall be deemed Lessee's acknowledgment that the Building complies with all Applicable Requirements, including, without limitation, the Americans with Disabilities Act and the Asbestos Hazard Emergency Response Act, and Lessee will have no right to make a claim for any deficiency in the Premises after it has taken possession of the Premises. In addition, if required, Lessee shall obtain from the City of Las Vegas or County of Clark, as applicable, a certificate of occupancy for the use of any portable buildings on the Premises.

39. Future Development.

If, at any time during the Term, Lessee intends to develop or further expand the School on the Premises, then Lessee must (i) give written notice to Lessor of such intention and back up information and documentation reasonably acceptable to Lessor containing the details of the intended development or expansion, and (ii) first offer to Lessor the opportunity to be the developer of such development or expansion. Within ninety (90) days of receipt of such notice from Lessee, Lessor will deliver to Lessee the scope of services to be performed by Lessor and the fee that Lessor will charge for its development services (the "**Lessor Proposal**"). Within thirty (30) days of receipt of the Lessor Proposal, Lessee, if it intends to move forward with the project, will execute a development agreement with Lessor, in a form reasonably acceptable to both Parties, provided that Lessee may choose another developer during such thirty (30) day period for the development or expansion only if the scope of services from the other developer equals or exceeds those presented in the Lessor Proposal and the development fee with the alternate developer is less than the development fee proposed in the Lessor Proposal.

[Signatures Appear on Following Pages]

The Parties hereto have executed this Lease as of the Effective Date.

LESSOR:

RED HOOK CAPITAL PARTNERS IV LLC,
a Delaware limited liability company

By: _____
Name:
Title: Managing Member

[Signatures Continue on Next Page]

[Signature Page to Lease Agreement]

LESSEE:

a _____

By: _____

Name:

Its:

EXHIBIT A

Description of Premises

All of that certain real property located in the County of Clark, State of Nevada, more particularly described as follows:

LOT [_____] OF FINAL MAP OF [_____] , AS SHOWN BY MAP THEREOF ON FILE IN BOOK [_____] , OF PLATS, PAGE [_____] , IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: [_____]

EXHIBIT B

Determination of Base Rent

1. Base Rent for the First Lease Year:

Base Rent for the first Lease Year shall be calculated based on eight and one-half percent (8.5%) of Lessor's Project Costs (as defined below), as determined by Lessor and reviewed by Lessee on or before the Commencement Date. At the request of either party, the other party shall execute and deliver to the requesting party on or before the Commencement Date a completed certificate that confirms the Base Rent for the first Lease Year and each month thereof.

“**Lessor's Project Costs**” shall mean all of Lessor's costs and expenses in connection with acquiring and improving the Premises, pursuing and obtaining any entitlements therefor (including the Entitlements), completing any tenant improvements and other construction to the Premises, and owning and operating the Premises, including, without limitation, acquisition fees and costs (including an acquisition fee equal to one percent (1%) of the purchase price), reasonable financing fees (including a financing fee equal to one percent (1%) of the principal amount of any loan obtained by Lessor in connection with the Premises), reasonable improvement costs, reasonable transaction costs (including legal fees), reasonable management fees, reasonable development fees (equal to five percent (5%) of any improvements to the Premises by Lessor, any tenant improvements and any subsequent construction managed by Lessor), and reasonable brokerage commissions.

2. Annual Base Rent Increases After Tenth Lease Year During Initial Term:

Commencing on the first day of the second Lease Year and on each anniversary thereafter during the Initial Term, Base Rent shall increase by three percent (3%) per year.

Lessor shall notify Lessee in writing of the increase to the Base Rent for the applicable period during the Initial Term and the increased amount of the new monthly installments due with respect thereto, and Lessee's rental payments shall be adjusted accordingly. Within ten (10) days after such notice from Lessor, Lessee shall pay to Lessor all increases to the Base Rent owed for all months which may have elapsed after the anniversary of the Commencement Date.

3. Base Rent for Extension Terms:

The monthly Base Rent for each month of an Extension Term shall be the amount calculated in accordance with the determination of Market Rent as set forth below, but in no event shall the monthly Base Rent for an Extension Term be less than the highest monthly Base Rent payable during the term immediately preceding the Extension Term. Four (4) months prior to the commencement of each Extension Term, if any, the Parties shall negotiate in good faith to determine the Base Rent for the Extension Term.

For purposes hereof, the “**Market Rent Adjustment**” rate shall mean the greater of (i) the then-prevailing market rate for comparable buildings in the vicinity of the Premises, taking into account the size of the Lease, the length of the renewal term, market escalations and the credit of Lessee, and (ii) the Base Rent in the Lease Year preceding the first year of the Extension Term. The Base Rent shall not be reduced by reason of any costs or expenses saved by Lessor by reason of Lessor’s not having to find a new tenant for such Premises (including, without limitation, brokerage commissions, costs of improvements, rent concessions or lost rental income during any vacancy period). After the first Lease Year of an Extension Term, the annual Base Rent payable in each subsequent Lease Year during such Extension Term shall increase by three percent (3%) over the annual Base Rent payable during the previous Lease Year.

If the parties are unable to agree on the Market Rent applicable to the first year of an Extension Term, then each party will within fifteen (15) days of the determination that they cannot agree on the Market Rent appoint a neutral party who will provide his or opinion of the Market Rent for the Premises. Each neutral party will have at least 10 years’ experience in leasing properties in the market where the Premises are located and will propose their good faith opinion as to the Market Rent for the Premises without consulting with each other before submitting their proposed amounts. If the difference between the Market Rent determinations proposed by each of the two neutral parties is within five percent (5%) of the lower proposed amount, then the Market Rent will be the average of the two Market Rent determinations proposed by the neutral parties. If the difference between the two amounts is greater than five percent (5%) of the lower proposed amount, then the two neutral parties will agree on and appoint within fifteen (15) days after making their respective Market Rent determinations a third neutral party who will, within fifteen (15) days after being appointed, propose a third Market Rent determination and the Market Rent will be the average of the two closest Market Rent determinations proposed by the three neutral parties. If the two original neutral parties are unable to agree on a third neutral party, then Lessor and Lessee agree that the Market Rent determination made by each of the two neutral parties will be submitted to arbitration with JAMS (or American Arbitration Association if JAMS is no longer in existence) and the appointed neutral Arbitrator, whose fees will be split equally between the two parties, will determine which neutral’s Market Rent Determination more accurately reflects the fair market value of the property, and the Arbitrator’s determination will be binding on the parties. The JAMS Streamlined Arbitration Rules and Procedures will be applicable, and the arbitrators proposed by JAMS pursuant to Rule 12 shall have experience in real estate disputes involving appraisals of property.

4. Purchase Option:

Lessor hereby grants to Lessee the one-time option to purchase the Premises (“Purchase Option”), upon and subject to the following terms and conditions:

(i) To exercise the Purchase Option, Lessee shall give written notice to Lessor (“Exercise Notice”) of Lessee’s election to purchase the Premises, provided that the Exercise Notice shall be given between the first day of the fourth (4th) Lease Year and the last day of the seventh (7th) Lease Year. Lessee’s failure to give the Exercise Notice by the last day of the seventh (7th) Lease Year, whether due to Lessee’s oversight or otherwise, shall render the Purchase Option null and void.

(ii) The purchase price for the Premises (the “Purchase Price”) shall be calculated so that it results in an eleven and one-half percent (11.5%) internal rate of return for Lessor on its investment in the Premises, determined on an unlevered basis, after consideration of all fees and expenses incurred by Lessor during the Term, including the initial price paid by Lessor, any costs to improve the Premises paid by Lessor (including the Entitlements and the Work), and all transaction costs associated with the acquisition of the Premises.

(iii) Within fifteen (15) days of the determination of the Purchase Price, Lessee shall notify Lessor in writing (the “Confirmation Notice”) of Lessee’s election to proceed with the purchase of the Premises for the Purchase Price in accordance with the terms and conditions of this Section 4. Lessee’s failure to provide the Confirmation Notice within said fifteen (15) day period, whether due to Lessee’s oversight or otherwise, shall be deemed a rejection of the Purchase Price and render the Purchase Option null and void. The giving of the Confirmation Notice shall obligate Lessor to sell and Lessee to purchase the Premises on the terms and conditions set forth in this Section 4. The closing (“Closing”) of the purchase and sale of the Premises shall occur at the offices of Lessor’s counsel on a date specified by Lessee, but in no event later than one hundred eighty (180) days following Lessee’s delivery of the Confirmation Notice (“Closing Date”), at which time the deed shall be delivered and the transaction consummated, unless the parties shall otherwise agree in writing. The parties may agree to close through an escrow with Lessor’s or Lessee’s counsel, whereby Lessor, Lessee and their attorneys need not be physically present at the Closing and may deliver documents by overnight courier or other means. Notwithstanding the foregoing, the Closing Date may be extended without penalty at the option of Seller to a date not later than thirty (30) days following the Closing Date specified above to satisfy any condition to Closing, including without limitation, any breach of a representation or warranty. During the period between the Exercise Notice and the Closing Date, this Lease shall remain in full force and effect in accordance with the terms and provisions thereof.

(iv) If Lessee shall have given the Confirmation Notice as provided above, Lessor shall execute, acknowledge (where required) and deliver the following documents on the Closing Date (to the extent such instruments are then required or utilized to effectuate the conveyance by Lessor to Lessee of all of Lessor’s rights, title and interest in and to the Premises in accordance with, and subject to, the applicable provisions of this Lease):

(a) A grant deed in substantially the same form as the deed pursuant to which Lessor acquired title to the Premises;

(b) A certification of Lessor’s non-foreign status in such form as may be prescribed by federal regulations;

(c) All transfer tax statements, declarations and filings as may be necessary or appropriate for the consummation of Purchase Option; and

(d) All other instruments then required and utilized to effectuate such conveyance.

(v) If Lessee shall have given the Confirmation Notice as provided above, Lessee shall execute, acknowledge (where required) and deliver on the Closing Date such instruments and documents as are then required or utilized to effectuate the conveyance by Lessor to Lessee of all of Lessor's rights, title and interest in and to the Premises in accordance with, and subject to, the applicable provisions of this Lease.

(vi) Provided the Purchase Option closes as contemplated herein, the Term shall end on the Closing Date, but all obligations and liabilities of Lessee which accrue on or prior to the Closing Date shall survive the Closing Date. If Lessee shall have given the Confirmation Notice but for any reason fails to fulfill its obligation to purchase the Premises (except for a default by Lessor under this Section 4), including, without limitation, closing on the Closing Date, (i) the Purchase Option shall be rendered null and void, (ii) this Lease shall remain in full force and effect and the parties shall remain fully obligated under the terms and conditions hereof, and (iii) Lessee shall reimburse Lessor for all fees, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, including the cost of in-house counsel) incurred by Lessor in connection with the Purchase Option upon demand. Lessee's failure to reimburse Lessor for all such fees, costs and expenses within ten (10) days following Lessor's demand therefor shall constitute an Event of Default under this Lease. If Lessor defaults in its obligations under this Section 5 subsequent to delivery of the Confirmation Notice, Lessee may, as its sole and exclusive remedy, elect to sue for specific performance.

(vii) Lessee shall pay all charges incident to such conveyance, including counsel fees (other than Lessor's counsel fees), escrow fees, recording fees, title insurance premiums and all applicable federal, state and local taxes (including transfer taxes, but excluding income or franchise taxes levied upon or assessed against Lessor) which may be incurred or imposed by reason of such conveyance.

(viii) Lessee shall accept title to the Premises subject to all liens, encumbrances, charges, violations, defects, exceptions and restrictions on, against or relating to the Premises (including those arising pursuant to the terms of this Lease) that exist on the Closing Date, and subject to all applicable legal requirements, except for any liens or encumbrances created by Lessor (including any Lessor mortgages).

(ix) The Premises shall be conveyed "AS IS," "WHERE IS," and "WITH ALL FAULTS AND DEFECTS." Lessee agrees that Lessor shall not be responsible or liable to Lessee for any defects, errors or omissions, or on account of any conditions affecting the Premises. Lessee, its successors and assigns, and anyone claiming by, through or under Lessee, hereby fully releases Lessor and Lessor's Indemnified Parties from, and irrevocably waives its right to maintain, any and all claims and causes of action that it or they may now have or hereafter acquire against Lessor or Lessor's Indemnified Parties with respect to any and all claims, damages, costs, expenses or losses arising from or related to any defects, errors, omissions or other conditions affecting the Premises. The provisions of this Section 4 shall survive the Closing of the sale and purchase of the Premises pursuant to the Purchase Option.

(x) The acceptance of title to the Premises by Lessee shall be deemed to be full performance and discharge of any and all obligations on the part of Lessor to be performed

pursuant to the provisions of this Section 4, except where such agreements and obligations are specifically stated to survive.

(xi) Lessor represents and warrants to Lessee that Lessor has not created any legal right or claim for a commission in favor of any broker with respect to the purchase of the Premises pursuant to the Purchase Option. Lessee represents to Lessor that Lessee has not created any legal right or claim for a commission in favor of any broker with respect to the sale and purchase of the Premises pursuant to the Purchase Option. Lessor and Lessee hereby indemnify each other against, and agree to hold each other harmless from, any liability or claim (and all expenses, including reasonable attorneys' fees, incurred in defending any such claim or in enforcing this indemnity) for a real estate brokerage commission arising out of or in any way connected with any claimed dealings with the indemnitor and relating to the sale and purchase of the Premises pursuant to the Purchase Option. The provisions of this indemnification shall survive the Closing of the sale and purchase of the Premises pursuant to the Purchase Option.

(xii) Lessee hereby waives any right to record against the Premises or any interest of Lessor in the Premises any notice, memorandum, *lis pendens*, claim, lien or other instrument providing record notice of Lessee's exercise of the Purchase Option or intention to purchase the Premises. If Lessee fails to exercise the Purchase Option for any reason, or fails to fulfill its obligation to purchase the Premises once the Purchase Option has been exercised for any reason, Lessee shall execute any and all documentation that may be required by Lessor to evidence that the Purchase Option is null and void, and to allow Lessor to convey and/or transfer the Premises free and clear of the Purchase Option.

(xiii) The Purchase Option is unique and personal to Lessee, and no assignment of the Purchase Option shall be valid without the prior written consent of Lessor, which may be granted or withheld in Lessor's sole and absolute discretion.

EXHIBIT C
Insurance Coverage

Lessee shall obtain and maintain the following insurance coverages:

(a) Property insurance (including builder's all-risk insurance) against loss or damage to any structure constituting any part of the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the greater of (i) one hundred percent (100%) of the replacement cost (without depreciation) of all improvements constituting any part of the Premises or (ii) the principal amount of any loan secured by the Premises then outstanding, and shall be subject to a deductible not to exceed Five Thousand Dollars (\$5,000).

(b) Rental interruption insurance to cover loss, total or partial, of rental income to Lessor for any reason whatsoever, in an amount sufficient to pay the maximum Rent under the Lease for a period of at least twelve (12) months.

(c) Liability insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the ownership and operation of facilities of similar character and size to the Premises.

(d) Workers' compensation insurance necessary to comply with Nevada state law.



Attachment 17: Insurance Coverage

Cactus Park Elementary will have appropriate coverage to safeguard the community from potential risks so that the focus remains on educating students and empowering families. We have partnered with Charter School Insurance Alliance and Trinet who has agreed to provide Cactus Park Elementary with coverage upon individual triggers for the following types of insurance:

- **Abuse and Molestation Coverage:** Provides defense and indemnity protection for charter schools against claims arising from abuse and molestation allegations. This coverage is typically excluded on any other policy.
- **Automobile Liability:** Coverage if a charter school is legally liable for bodily injury or property damage caused by an automobile, with limits for not less than \$1,000,000 per occurrence for bodily injury and property damage. Such liability insurance provides coverage for school only. If employee drives a personally-owned vehicle for school-related business, they must have personal auto coverage of at least \$100,000, and that all such employees must provide certificates of insurance to keep on file at the school.
- **Directors & Officers:** Provides financial protection for the directors and officers of your charter school in the event they are sued in conjunction with the performance of their duties as they relate to the educational institution with a minimum coverage of \$1,000,000
- **Educators' Error & Omissions (Professional Liability) Insurance:** Protects school from claims arising from the failure to perform within the scope of the professional duties that result in damages to another party with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- **Employee Benefits Liability:** Coverage for wrongful acts committed to administering a charter school's employee benefits program with coverage not less than \$1,000,000
- **Employment Practices Liability:** A form of liability insurance covering wrongful acts arising from employment practices such as wrongful termination, discrimination, and sexual harassment with limits not less than \$1,000,000.
- **Employee Dishonesty Liability:** Employee Dishonesty liability insurance in the amount of at least \$250,000 for all school employees.
- **General Liability:** Coverage for a school when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of the school, when someone is injured as the result of using the product manufactured or distributed by the school, or when someone is injured in the general operations of the school. In an occurrence form, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate from bodily injury, personal injury and property damage liability coverage Coverage shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense and contractual liability. Such comprehensive general liability insurance must expressly cover sexual abuse/molestation liability, and medical payments of \$5,000.
- **Property Insurance:** Protection against most property risks, such as fire, theft, and some weather damage. This includes specialized forms of insurance such as fire insurance, flood insurance, earthquake insurance, or boiler insurance.
- **Workers' Compensation Insurance:** Provides compensation and medical care for employees who are injured in the course of employment in exchange for mandatory relinquishment of the employee's right to sue his or her employer for the tort of negligence.



- **Student Accident Insurance:** Defined as unforeseeable external event which causes injury to one or more student and occurs during school hours doing school-related activities covering no less than \$1,000,000.
- **Umbrella/Excess Liability:** Umbrella or Excess Liability Insurance with limits of not less than \$3,000,000 to provide additional limits for underlying general, automobile, employers' and educators' legal liability.



Attachment 18: Budget Narrative

As Attachment 18, present 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.). Include the following:

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

Although pilotED takes pride in our strong donor support, we rely on Nevada's Per-Pupil dollars to fund the majority of our operations in years one through six at 71% Per-Pupil. Due to the nature of start-up schools, pilotED will be using donations from foundations and other non-Per-Pupil dollars in years one and two to kickstart the school's financial health at 19% and 10% respectively. But in years three through six, pilotED will shift revenue usage from private philanthropy to Per-Pupil dollars at 75% in year three, 77% in year four, and 78% in years five and six.

[\[Rubric Alignment\]](#) Projections are based on accurate, conservative, and legally compliant. This includes appropriate allocations for required expenditures such as sponsorship fee, PERS contributions, etc.

(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. If corporate, foundation, or other entity or individual fundraising estimates are included at \$5,000 or more in any year, be sure to include a copy of any conditional or other commitment letter(s) to support the amount assumed in the budget. Designate in the narrative how much of the anticipated funds may be restricted, such as for a sports field or art equipment.

Tapping into the power of relationships, pilotED has built a robust network of supporters who are not only aligned with our mission, but also aggressive about making our vision into reality financially. With the support of Opportunity 180, pilotED Schools anticipates a total of \$1.5 million of Charter School Program funding within the first 2 years of operations and \$150,000 of start-up grant contingent upon the approval of this application. The Charter School Program is allowable to the majority of pilotED operational expenses with the exception of capital improvements and personnel in year zero and year one. Moreover, NewSchools Venture Fund has also committed \$665,000 of startup capital in the first three years of operations. Likewise, grant money from NewSchools Venture Fund is allowable for all except for capital improvements. The total amount of anticipated funding comes to \$2.3 million.

[\[Rubric Alignment\]](#) Projections are based on accurate, conservative, and legally compliant. This includes appropriate allocations for required expenditures such as sponsorship fee, PERS contributions, etc.



(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 and required contributions to the Public Employee Retirement System (PERS).

In years one through six of operations, pilotED Schools of Nevada is expected to spend \$3.6 to \$3.8 million each year. Personnel by average takes up 49% of the budget, while facilities comes second at 14% and general operating expenses at 5%. Salary data for full time employees is sourced from Salary.com and Glassdoor.com, based on the current average pay of public school teachers in Las Vegas. These numbers have been verified by side-by-side comparison with Financial Plans of other charter school applicants. For the Public Employee Retirement System, pilotED anticipates to contribute 15.25% of gross pay towards each employee's retirement, making the annual contribution at \$7,625.

[Rubric Alignment] School level budget priorities are consistent with the operator's model, including but not limited to: educational program, staffing, and facility

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

In the event that revenues are not received or lower than estimated, pilotED Schools of Indiana has built a strong safety net for financial stability assurance. As best practice, each year pilotED contributes \$100,000 to a reserve as contingency. This reserve is hosted by our partner, Goldman Sachs, in a high-interest and FDIC insured savings account. This contingency reserve can be used in the event that revenue is lower than expected.

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

In the event of under-enrollment, pilotED Schools of Nevada will enact an all-hands-on-deck student recruitment campaign in the community to aggressively bring up the number of students attending our school. From social media to yard signs, pilotED will use every avenue available to make ourselves visible and palpable to parents. This process will be tracked with fidelity and urgency until we can reach a number that puts us above 45 days of cash-on-hand. This issue is something that our team is familiar with, as we have experienced it once already in Indianapolis, and we have learned the hard-knock lessons of under-enrollment where we are confident in our ability to avoid such a problem.

And if per-pupil funding is wildly lower than anticipated, then pilotED Schools of Nevada would have no choice but to lay off non-essential staff and eliminate non-essential costs to ensure the continuation of our programming. Expenses such as staff bonuses, support staff personnel, staff travel, after school programming, and the like would be eliminated until the school has 45 days cash-on-hand.



In partnership with the pilotED Foundation, our Charter Management Organization, financial support is built into the structure of the Management Service Agreement. The Foundation will first collaborate with the school leadership to either lower or even pause the monthly fee while continuing services. Additionally, if necessary, pilotED Foundation will be able to provide financial support to the school to ensure at least 45 days of cash on hand.

[Rubric Alignment] The charter committee to form protects mission-critical expenses when faced with budget cuts.

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

Same answer as above

(g) Applicants that choose to project revenue from Title IA and IDEA funding streams should include information in their budget narrative regarding:

- ***How the projected number of students in each applicable subgroup was determined***
- ***How the school will ensure federal grant funds are used in alignment with federal requirements (ex. Allowable and reasonable expenses, supplement vs. supplant)***
- ***How the school will adapt if the student population is different than the projection and/or if the per-pupil allocation is different than anticipated***

As part of our mission, pilotED seeks to serve specifically high-poverty students and families. Based on similar charter schools in the North Las Vegas area, pilotED assumes 100% of our students will qualify for Free and Reduced Lunch (Title I). Similarly, according to Las Vegas student demographic data, 42% of pilotED students are expected to need English Language Learner services (Title III) and 12% of students will require Special Education Services (IDEA). To ensure pilotED uses federal grants within the federal requirements, the school has partnered with The pilotED Foundation to manage all grants. The pilotED Foundation will be dedicating not just its own staff towards ensuring compliance but also its partnership with the highly-trained CPAs at Bookkeeping Plus.

If the student population is different than planned, pilotED's financial health will be affected only slightly as IDEA and all Title funds total up to 7% of all revenue from years one through six. In the worst case scenario where the school loses all of its Title and IDEA dollars, pilotED's financial health would remain at a robust \$4.1 million dollar in revenue, netting \$509,078 in surplus at the end of year one, with similar positive trajectories through year six. However, pilotED does not anticipate this scenario as it is highly unlikely for pilotED to move away from its mission to empower students in poverty.

[Rubric Alignment] Both school and network level budgets present balanced, realistic, evidence-based revenue and expenditure assumptions (including, if applicable, any plan to incur and repay allowable debt)



Attachment 19: Financial Plan Workbook

Submitting in (1) week due to State of Nevada budget changes.