For the: **SLAM Nevada**  
Date Submitted: **October 15, 2020**  
Current Charter Contract Start Date: **July 1, 2016**  
Charter Contract Expiration Date: **June 30, 2022**  
Key Contact: **Tony Schwartz**  
Key Contact title: **Board Chair, SLAM Nevada**  
Key Contact email and phone: **tony.schwartz@slamnv.org / 702-822-0422**  
Date of School Board approval of this application: **October 11, 2019**

### Deadlines

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<td>No Later Than: March 1</td>
<td>No Later Than: September 1</td>
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<td>Due between April 1 – 15</td>
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<td>Board Meeting for Possible Action (tentative and subject to change)</td>
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¹ Notice or Letter of Intent
This Request For Amendment (RFA) is submitted to request a contract amendment regarding (place an “X” to the right of the specific RFA type(s) you are applying for):

1. Add Distance Education ___
2. Add Dual-Credit Program ___
3. Change Mission and/or Vision ___
4. Eliminate a Grade Level or Other Educational Services ___
5. EMOs: Entering, Amending, Renewing, Terminating Charter Contract with an EMO ___
6. Enrollment: Expand Enrollment in Existing Grade Level(s) and Facilities ___
7. Enrollment: Expand Enrollment in New Grade Levels X
8. Facilities: Acquire or Construct a New or Additional Facility that will not affect approved enrollment ___
9. Facilities: Occupy New or Additional Facility ___
10. Facilities: Occupy a Temporary Facility ___
11. Facilities: Relocate or Consolidate Campuses ___
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13. Other changes ___

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2. RFA: Add Dual-Credit Program
3. RFA: Change Mission and/or Vision
4. RFA: Eliminate a grade level or other educational services
5. RFA: EMOs/CMOs: Entering, amending, renewing, terminating charter contract with EMO/CMO
   a) School Management Contracts
6. RFA: Enrollment: Expand Enrollment In Existing Grade Level(s) And Facilities
7. RFA: Enrollment: Expand Enrollment in New Grade Level(s)

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1. RFA: Acquire or construct a facility that will not affect approved enrollment
2. RFA: Occupy New or Additional Sites
3. RFA: Occupy a Temporary Facility
4. RFA: Relocate or Consolidate Campuses

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A) EXECUTIVE SUMMARY

4 Pages or less per RFA

Provide a brief overview of your school, including:
1. Identification of the school, its location(s), enrollment(s)(most recent ADE quarter), brief history, brief description of its board members and key leadership team members

Sports Leadership and Management Academy (SLAM) of Nevada is a public charter school, currently serving grades 6-12. The school is located at: 1095 Fielders Street, Henderson, NV 89011.

The school first opened its doors in August 2016 to a diverse community of students in the urban corridor of Henderson, Nevada and has grown to a current enrollment of 1,060 students.

The school is currently led by Principal Dan Triana and is governed by a 7-member Board of Directors.

2. Statement and overview of the mission and vision

Mission: The mission of Sports Leadership and Management Academy of Nevada (SLAM) is to prepare students for postsecondary studies and careers through an engaging educational program emphasizing sports leadership and management career preparation.

Vision: The vision of SLAM is to provide viable innovative educational choices for students ultimately yielding college-bound and career-oriented graduates. SLAM students will develop advanced skills through unique, hands-on experience, utilizing community partnerships, innovative ideas, and state-of-the-art technologies essential for students to become successful scholars, professionals, and future leaders. SLAM students will thrive as contributing members of our local and global community.

3. Specific statement of the request

(Example:) “The Board of the above named charter school, operating under a current contract with a start date of ______July 1, 2016____ and a six-year expiration date of __June 30, 2022____ requests that the SPCSA approve this request to amend its charter school contract with the SPCSA regarding the following (check all that apply):

_ 1. Dual-Credit Programs
_ 2. EMOs: Amend charter contract with an EMO
X 3. Enrollment: Expand enrollment in existing grades and facilities
_ 4. Enrollment: Expand enrollment in new grade levels
_ 5. Enrollment: Eliminate a grade level or other educational services
_ 6. Facilities: Acquire or construct a new or additional facility that will not affect approved enrollment
_ 7. Facilities: Occupy additional sites
_ 8. Facilities: Relocate or consolidate campuses
_ 9. Facilities: Occupy a temporary facility
_ 10. Other (specify):

(See full list above of RFA amendment types)

Attach a copy of the document(s), including minutes, confirming approval of the RFA.

4. A summary explanation of the reasons that the charter school is seeking to make this specific requested change.

3. Enrollment: Expand enrollment in new grade levels
SLAM is requesting to expand their current charter to include grades K-5.

5. Description of proposed target model and target communities

SLAM’s target model provides a unique and viable educational choice, which will ultimately yield college bound and career-oriented graduates.

Currently, the school serves a diverse student population where approximately 52% of the student population identify as Hispanic/Latino, 23% as White, 12% as Black/African-American, and 6% as Two or More in middle and high school grade levels.

With the proposed expansion into elementary grades (Kindergarten through 5th Grade) SLAM will market to elementary grade students and families from its target population in the southeastern region of the Las Vegas Valley.

6. Statement of outcomes you expect to achieve across the network of campuses

SLAM hopes to be approved for the addition of elementary grade levels.

7. Key components of your educational model for the expanded school

SLAM’s educational model is derived from research-based strategies proven successful in raising student achievement nationwide. The program is based on the “career academy” concept and grounded on the philosophy of the three R’s: Rigor, Relevance, and Relationships. The three R’s represent the essential components that must be in place to effectively prepare students for the demands of the 21st Century. Attributed to the work of Dr. Bill Daggett, the three R’s model has been linked by research to higher attendance and graduation rates, stronger test scores, and safer schools. A study conducted in 2008 by the University of California's Linguistic Minority Research Institute states, “poor academic achievement, as early as elementary school, is one of the strongest predictors of dropping out.” Students in grades K-5 will develop a foundation to think critically and apply knowledge across disciplines. Sports will be used as the hook to engage students and develop their love for learning. There will be an emphasis on sports science in the STEM fields through STEM project-based learning courses as well as a computer science course. Through this unique curriculum, students will have opportunities to engage in both predictable and unpredictable real-world situations, which ensures relevance. Students will be empowered to create positive relationships with peers, parents, teachers, and community mentors. This provides a framework for a seamless transition to middle school, high school and beyond, ultimately producing career-oriented graduates.

8. Describe the charter school’s plan to ensure that proper restorative justice principles are practiced. Describe plans, including record keeping, to monitor for potential disproportionate discipline practices.

SLAM’s Restorative Action Plan will include:

- The need to feel right to the person harmed
- The need to be “do-able” by the one who did the harm
- The need to include an action to prevent further offending:
  1. Something that strengthens and supports the offender.

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2. Something that addresses underlying issues associated to the offense.

For further information, please see Attachment 21 – Restorative Justice.

9. Describe the charter school’s plan to ensure enrollment diversity and equity, commensurate with the neighborhood and zip codes it serves. Include plans to close any proficiency gaps among diverse student groups (ex. race/ethnicity, FRL, EL, IEP) as well as family and community engagement strategies.

SLAM’s current student demographics include a population which is 52% Hispanic/Latino, 12% Black/African-American, and where 12% are English Learners (EL), 12% are on an Individualized Education Plan (IEP), and 55% qualify for Free/Reduced Lunch (FRL) services. These demographics are not only diverse and providing equity to educationally disadvantaged students but they are also reflective of the neighboring community and ZIP codes. (For further discussion on this similarity please see response to sub-question b) under STUDENT RECRUITMENT AND ENROLLMENT within the Operations Plan). For further information on SLAM’s plans to close any proficiency gaps, please refer to Historical Performance under CURRICULUM & INSTRUCTIONAL DESIGN within the Academic Plan.

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

SLAM’s Principal, Dan Triana is uniquely qualified to lead the school’s addition of elementary grade levels. His past experience at several Clark County School District Alternative Education programs and multiple at-risk high schools in the Las Vegas Valley matched with his passion for helping students realize their potential provide the exact type of leadership necessary to connect with the students SLAM hopes to attract. Moreover, SLAM’s Governing Board consists of highly respected community members. Members include two prominent attorneys, experienced educators, including former and current school leaders, instructors with TESL certification, and educators with a vast background in physical education and athletic coaching experience. SLAM’s ability to effectively serve its students will be further bolstered by its partnership with the original SLAM school in Miami-Dade County, Florida. SLAM NV is replicating SLAM Miami’s model that has already produced highly effective results with low-income, diverse populations.

11. Key supporters, partners, or resources that will contribute to your expanded school’s success.

At the local level, SLAM has established the following partnerships:

- University of Nevada, Las Vegas (UNLV)
- College of Southern Nevada (CSN)
- Vegas Golden Knights
- PIMA Medical Institute
- Centennial Hills Physical Therapy
- Desert Springs Physical Therapy
- Boys and Girls Club
- Young Men’s Christian Association (YMCA)
- Desert Orthopedic Center
- Boxing and Ultimate Fighting Championship (UFC)
- Desert Radiology
- Youth Build Las Vegas
- Chiropractic Healing Center
On a wider scale, SLAM has also created or is seeking to create, the following national partnerships through their affiliation with the SLAM Foundation in Florida:

- National SLAM Foundation – Providing professional development for teacher and staff, access to mentors and SLAMified lessons. The SLAM Foundation will provide access for SLAM NV to the following SLAM partners through MOUs in place with the SLAM Foundation:
  - XM Sirius Radio – The SLAM Foundation has its own XM radio station run by broadcasting students at SLAM Miami headquarters. The station allows for all SLAM schools to participate in the day-to-day operations and broadcasting. This is a key component for the Sports Broadcasting Academy and it unites all SLAM Broadcasting Academies across the nation. (At SLAMNV, this falls under the Sports Marketing and Entertainment Media Academy). Currently, the station serves as a major internship component for broadcasting students at SLAM.
- NASCAR / Hendricks Motorsports: Assists with STEM initiatives using the sport of racing as the foundation for activities.
- NBA Cares Foundation - Brings athletes and mentors to speak at SLAM Schools and participate in extracurricular activities with students.
- GOOGLE - SLAM has an afterschool Science club which teaches 6th graders to code while creating their favorite fashion, music and sports video games; working with GOOGLE engineers to implement afterschool programs for SLAMNV.
- GALLUP - Uses Gallup’s Principal and Teacher Insight assessments as part of the hiring and recruitment process.

**NOTE**

1. **For all remaining General Requirements Sections:** Complete and submit all RFAs by answering remaining General Requirements Section questions.
2. **Indicate “No change”** for any below requested response that has not changed from your charter school contract.
3. **Indicate “N/A”** for any below requested response in this General Requirements Section that is not applicable to your request. Applicants do not need to respond “N/A” to any Specific Requirements RFA section for which they are not applying.
4. **If your school is seeking an amendment outside of the Fall or Spring Amendment Cycle, please include at the front of the application:**
   - a. Letter from the Board chair requesting Good Cause Exemption;
   - b. Agenda for the Board Meeting where Board voted to request the Good Cause Exemption; and
   - c. The draft or approved minutes for the Board Meeting where the Board voted to request the Good Cause Exemption.
5. **To expand a section and complete, please click the triangle next to the header.**
B) MEETING THE NEED

TARGETED PLAN

(1) Identify the community you wish to serve as a result of the expansion or RFA and describe your interest in serving this specific community.

Sports Leadership and Management Academy of Nevada (SLAM) first opened its doors in August 2016 to a diverse community of students in the urban corridor of Henderson, Nevada. During its first year of operation, the school welcomed approximately 500 students in grades 6th-9th. Now, in its fourth year of operation, the school currently serves approximately 1,060 students in 6th-12th grade. Currently, the school’s population is approximately 52% Hispanic/Latino, 23% White, 12% Black/African-American, and 6% Two or More. Additionally, 12% are English Language Learners (ELL), 12% are students with an Individualized Education Plan (IEP) and 55% are students who qualify for Free/Reduced Lunch (FRL).

![Chart 1: SLAM Student Ethnicity Demographics](image)

Given the expressed demand from parents and community members for an expansion to the elementary grades, SLAM’s Governing Board is requesting an amendment to the school’s existing charter to expand into elementary grade levels. SLAM intends to serve a similar population demographic, as described above, at the elementary level in their requested expansion to the elementary grade levels.

(2) Explain how your expansion model or RFA, and the commitment to serve this population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.

SLAM’s target community, as briefly described in the previous question, is located in the southeast corner of the Las Vegas Valley. This region is home to several under-performing public schools at the elementary, middle, and high school level. Additionally, many of these schools demonstrate significant achievement gaps for minority student subgroups.
On average, less than half of all elementary-aged students attending public schools within a three-mile radius of SLAM Nevada achieved “Proficiency” on the 2018-19 NV-CRT exam in any subject. Please see Chart 2 below:

Additionally, SLAM serves areas of “high need” as designated by the SPCSA’s Needs Assessment report. Around 94% of students currently enrolled at SLAM reside in zip codes with “Identified Academic Need” from the SPCSA’s District Snapshot. These zip codes include 89002, 89011, 89014, 89015, 89030, 89031, 89032, 89074, 89081, 89084, 89101, 89102, 89103, 89104, 89106, 89107, 89108, 89110, 89115, 89119, 89120, 89121, 89122, 89123, 89129, 89130, 89141, 89142, 89147, 89148, 89156, 89169, 89178, and 89183.

Based on the SPCSA’s 2020 Academic and Demographic Needs Assessment, more than half (52%) of the schools located in these ZIP codes are rated as 1- or 2-Star Schools, per the most recent Nevada School Performance Framework Rating. Please see Attachment 22 for a breakdown of this analysis. SLAM’s targeted community deserves better.

In order to meet the need for quality education at the elementary level, SLAM will utilize its sports-themed curriculum as a hook to engage students in academically rigorous instruction. SLAM plans a transformative experience to increase student achievement while attracting students throughout the Las Vegas Valley seeking their unique choice option.

To produce college bound and career-oriented graduates, SLAM will deliver Rigor and Relevance while cultivating Relationships in its educational program. These attributes, incorporated in the specific instructional strategies in the academies, in addition to differentiated instructional techniques in the core curriculum, are the basis for SLAM achieving its mission. SLAM will actively seek and encourage both parental and community involvement in the school’s programs to foster relationships that empower students to continuously strive for academic and personal success. The program will promote higher levels of student engagement in the curriculum through mentoring opportunities, community service projects, career advisors and athletes as role models, allowing for students to build positive relationships with their peers, their teachers, and their community.

The requested expansion of enrollment in existing grade levels will not alter SLAM’s educational model or

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commitment to serve its target population and current student body.

**GROWTH RATE AND RATIONALE**

(1) Describe the school’s six-year growth plan for developing new schools in Nevada and other states. Please describe the proposed scope of growth over the next 6 years, including both the schools that the campuses the school has already been approved to open, those it is currently applying to open and any additional campuses that it anticipates applying to open in the next six years (number of campuses, locations, proposed six-year enrollment projections, and grade configuration/type of schools).

Sports Leadership and Management Academy of Nevada (SLAM) first opened its doors in August 2016 to a diverse community of students in the urban corridor of Henderson, Nevada. During its first year of operation, the school welcomed approximately 450 students in grades 6th-9th. Now, in its fifth year of operation, the school currently serves approximately 1,060 students in 6th-12th grade.

Recently, it has become the intent of our Governing Board of Directors to establish an elementary school educational experience for the younger siblings of currently enrolled students as well as additional elementary-aged students in our target community. Establishing a new SLAM campus with elementary school grades would not only provide families an opportunity to benefit from SLAM’s unique educational model at the elementary level, but it would also create greater unity and outcomes for all students attending the school, as it will provide earlier exposure to the school’s rigorous culture and educational model. As students at the elementary grades acclimate to the school’s unique culture, they will be better prepared for academic success and outcomes at the middle and high school grade levels where they can focus more on academic achievement, rather than having to simultaneously acculturate and perform well academically by beginning at the upper school levels.

a. Provide a rationale for the proposed six-year growth plan; for example, how the school determined the appropriate pace and scope of the proposed growth and why the school is well-positioned to implement the growth plan. If locating in a new community within your present county of location or a new county within Nevada, please explain the rationale for the geographic expansion. If planning to operate new campuses in other states, please explain the rationale for that expansion.

SLAM’s Governing Board is targeting a community that needs greater school choice at the elementary level. SLAM will grow at the proposed pace with the understanding of the high demand for their services in their target area. Furthermore, SLAM is committed to offering all their students an excellent school experience from Kindergarten-12th Grade.

SLAM Nevada’s requested expansion is also supported by several community organizations and partnerships such as the Vegas Golden Knights, UNLV, and Telemundo, to name a few. Furthermore, students and families from the community have demonstrated clear demand for the elementary school though a recent survey. In September 2020, approximately 516 families responded to a SLAM! Elementary School Interest Survey. Of the 516 that responded, 230 families have elementary students. Of those that have elementary students, 95.2% responded “Yes” they would send their elementary student(s) to SLAM! Elementary School. These 189 families would enroll 283 elementary students for the 2021-2022. For further details regarding this survey, as well as a list of all community organizations in support of the elementary school, please see *Attachment 2 – Community Support*.

(2) Specifically identify the key risks associated with this growth plan and describe the steps the school is taking to mitigate these risks. Respondents should demonstrate a sophisticated and nuanced understanding of the challenges of replication in general and as they relate specifically to
their school growth plans based on current and historic experience of charter school management organizations and similar types of multi-site social enterprises and non-profit and for-profit organizations. The response should detail specific risks and explain how the school will minimize the impact of each of these risks, and ideally provide contingency plans for them. Examples may include:

a. Inability to secure facilities/facilities financing;

SLAM is located at 1095 Fielders St., Henderson, NV 89011. The owner of the property and facilities that SLAM leases already has plans to construct an additional phase of the building on a portion of unused property at the same address. This phase of construction was already contemplated as SLAM was initially approved for 1,600 students, which the first phase of construction cannot hold. However, when first contemplated, it was intended to hold part of the 6th through 12th grade population already approved in the charter contract. The undeveloped portion of the lot for the proposed elementary site sits adjacent to the existing upper school building, or just south of the campus. See Image 1 below:

Image 1: SLAM Elementary Site

SLAM used Nevada Sports Properties, LLC to build its upper school campus and anticipates this relationship will continue on to serve as the financing option for the proposed elementary building. SLAM will also consider other financing solutions to give the school the best financial outcome possible.

b. Difficulty raising philanthropic funding;

SLAM does not rely on philanthropic funding for the operation of its school; therefore, difficulties in raising donor funds do not pose a risk to SLAM. Additionally, SLAM does engage in strategic fundraisers designed to provide additional resources to its students beyond what is allocated in its budgets. For example, SLAM Nevada was awarded approximately $112,552.41 in grant funds during the 2018 calendar year alone.

c. Insufficient talent pipeline/difficulty recruiting faculty;
To recruit highly qualified and successful teachers, SLAM will:

1. Recruit teachers through the Nevada Department of Education and teacher recruitment websites such as Teacher to Teacher;
2. Seek to partner with community organizations to recruit teachers that are familiar with sports, sports medicine, sports journalism, and sports leadership and management;
3. Seek to partner with Teach for America for the provision of a limited number of licensed staff (recognizing that Teach for America staff are on a short term commitment to the profession, the number of staff sought through this program will most likely be limited to avoid constant turnover);
4. Join with SLAM Inc.’s schools in recruiting qualified licensed staff through the Spanish Consulate’s Visiting Teachers Program, which provides highly skilled instructors;
5. Place advertisements in local publications; and
6. Coordinate efforts to partner with postsecondary educational institutions to serve as host school for interns, whenever possible (as a means to train and recruit potential future staff). Recruitment efforts will also include advertisements in local newspapers and on the school’s website, presentations and fliers at local universities, school job fairs, and via word of mouth.

Teacher retention will be a focus and responsibility of both the board and the school administrator. Teachers will be paid salaries commensurate with their experience and comparable to the local school district. A competitive benefits program will be offered to teachers and staff to ensure their retention and employment satisfaction.

d. Insufficient leadership pipeline/difficulty recruiting school leaders;

Using similar means to those described in the previous question above, SLAM will recruit both within and outside their system to provide quality leaders for the new elementary campus. The Governing Board of SLAM Nevada appointed Mr. Daniel Triana as Lead Principal to oversee all school administration and operations for both the middle and high schools already in operation as well as the newly proposed elementary grade levels. Principal Triana will work with other SLAM administration personnel to make sure that the Assistant Principals, Lead Teachers, and teachers are being prepared to take leadership roles within SLAM Nevada. SLAM will also utilize the Doral Leadership Institute4 as an additional resource in identifying quality school leaders.

e. Misalignment between the founding school and leader and new campuses and leaders, and;

SLAM Nevada’s Board will guide all principals and school leaders to ensure that the new elementary campus stays true to SLAM’s vision and mission. Furthermore, the Board conducts annual performance reviews of both the middle and high school grades and will continue to do so for the newly proposed elementary grades. From these reviews, the Board will monitor the progress being made at each level and hold the school leaders and principals accountable for ensuring their respective campuses are meeting SLAM Nevada’s mission and vision.

f. Ambiguous student performance outcomes and the need to curtail expansion if performance drops.

SLAM has gone to great lengths to develop performance metrics that adequately and reliably detail student

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4 The Doral Leadership Institute is a comprehensive leadership program designed to prepare educators to become instructional leaders.
performance and will implement these same metrics at the elementary level. The Board will employ user-friendly performance dashboards at meetings and will receive academic performance updates for each school level (elementary, middle, high).

Furthermore, SLAM has implemented a curriculum that is designed to ensure academic growth for all students including those in general education, special education, as well as educationally disadvantaged students. With these measures in place, SLAM is confident that its students will maintain year-over-year academic growth; thus, precluding the need to curtail expansion due to inadequate student performance.

(3) Discuss lessons learned during the school’s past replication efforts and those of any replicated school or organization from another jurisdiction. For example: specifically identify each challenge encountered and how the school addressed them, as well as how the school would minimize such challenges for the proposed campuses.

During its second year of operation, SLAM Nevada experienced a decline in student performance. The NSPF awarded the school a 2 Star rating as opposed to a 3 Star it earned the previous year. The leadership team took a closer look at the data and determined that the students, especially those within the various subgroups, did not experience much growth in their ELA (1% growth) and math (5% growth) courses. The i-Ready assessments were being used, however, without much fidelity.

Leading into the school’s third year, the leadership team created a plan to address the deficiencies discovered through a careful review of the academic supports needed to help raise student growth. Students participated in benchmark assessments to determine their strengths and weaknesses. The leadership team built into the school schedule 45 minutes extra of instruction and after school supports. With those extra minutes, intensive math and reading courses were built into students’ schedules, USA Test Prep bell ringer questions/problems were added at the beginning of each class for students to answer and complete and Achieve 3000 was made available for students needing extra language supports. Data folders were created and used throughout the quarters and maintained by students, which contained WiDA, i-Ready, and SBAC scores which were analyzed more closely with interventions created and monthly check- ups to help move students along more readily. The leadership team also recognized students needed more time in the core classes. As a result, elective courses were replaced by intensive math and ELA classes with targeted interventions used based upon i-Ready data collected week to week as teachers progressed monitored students’ understanding of specific skills. In order to carry this out, 14 teachers sold their preparation periods in order to offer these remedial and intensive courses. Additionally, an administrator was hired to oversee the EL and Zoom programs. To help motivate students to achieve at a greater rate, incentives such as field trips were sponsored and carried out throughout the school year. When students were caught up and refocused on achievement, they were permitted to return to their original elective courses.

Currently, the school has dedicated math and reading intervention teachers who are licensed in those specific content areas and has two instructional coaches to help support teachers as they collaborate on lesson plans, evaluate assessment data, and create additional supports to target specific interventions.

SLAM Nevada earned a high 3-Star rating from the State for the 2018-19 school year. Although this is a fair score, we are not satisfied with the results of our efforts. We still need to fine tune our approach in order for our students to experience greater growth in their ELA and math courses. The priorities established to drive achievement will be to utilize the i-Ready assessment as it was designed to be implemented. It will be scheduled as part of our day-to-day operations with built-in time to carefully analyze the results. Instruction will be designed with these results in mind and additional supports will be created more plentifully. PLCs will be instituted in order to have productive dialogue among the instructional staff with specific conversations centered around student growth in ELA and mathematics.
PARENT AND COMMUNITY INVOLVEMENT

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

SLAM will actively seek and encourage both parental and community involvement in the school’s programs to foster relationships that empower students to continuously strive for academic and personal success. The program will promote higher levels of student engagement in the curriculum through mentoring opportunities, community service projects, career advisors and athletes as role models, allowing for students to build positive relationships with their peers, their teachers, and their community.

(2) Describe how you will engage parents, neighborhood, and community members from the time that the application is approved through the opening of the new campus(es) or grade levels. What specific strategies will be implemented to establish buy-in and to learn parent priorities and concerns during the transition process and post opening?

SLAM will use multiple modes of marketing to ensure that all families are informed of this educational option. Their grassroots marketing campaign includes: school website, social media such as Facebook, flyers, direct mailers, advertisements in varying English and Spanish media, building relationships with community groups, and a “door to door” approach. SLAM will post flyers in local public facilities such as the post office, community centers and other locations of public access. The goal is to reach parents by using various means of information delivery. Promotional flyers and/or postcards will be distributed via direct mail and/or directly to community groups and churches to ensure that harder-to-reach families are aware of the school and their eligibility to apply for enrollment.

To engage parents and other community members through the application approval process, SLAM will set up several community meetings at the school where parents and students can learn of the proposed expansion and what this can mean for them.

Additionally, SLAM’s Governing Board has been building relationships with community groups and organizations wherein they can share information regarding the expansion at open forums events. Some of these groups and organizations include community centers, parks, and libraries, among others, and will be held to inform the public about its new elementary school expansion and its offerings.

(3) Describe how you will engage parents in the life of the expanded school (in addition to any proposed governance roles). Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents.

While parental involvement is never required at SLAM, faculty and staff will also continue to encourage parental engagement through:

- Regular Quarterly Parent/Teacher Conferences: hosted in the evenings at the school where parents can discuss topics that affect their children’s educational progress.
- Open houses, Career Fairs, Family Day: events held yearly to recruit new students, maintain communication and involvement between the School and the surrounding community.
- PTO: Parent Teacher Organization coordinates extra-curricular events involving the community. Through the PTO and other such committees, parent and community members will also be able to partake in the school’s decision-making process. The school plans to provide parent workshops on education-related topics, such as decision-making regarding school performance and student assessment needs.
There are also parent representatives on the Board and on the Board’s Academic Committee. The purpose of the Academic Committee shall be to review school data, ensure academic expectations and goals are being met, and provide insight to instructional activities that meet specific needs of the students. In addition, the public, especially parents, are notified of Board meetings and may be active participants at the Board meeting by providing public comment and bringing relevant matters to the Board’s attention.

(4) Discuss the community resources that will be available to students and parents at the expanded school. Describe any new strategic partnerships the expanded school will have with community organizations, businesses, or other educational institutions that are part of the school’s core mission, vision, and program other than dual-credit partners discussed in subsequent sections. 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. Include, as an Attachment, existing evidence of support from new community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.

The school’s educational model (The R’s framework), along with a standard-based curriculum aligned to the Nevada Academic Content Standards (NVACS) and national best practices, will prepare students to think critically and apply knowledge across disciplines, and in real world situations. SLAM’s unique program intends to provide an innovative educational option that sets high academic standards for all students, engages and enables them to succeed through real world application initiatives, and empowers them through relationships with school and community mentors. Through this motivating program, students at SLAM benefit from a rigorous curriculum, allowing them to understand their own unique learning styles, evaluate their post-secondary and career interests, and enable them to make informed decisions about their future.

Since its inception, SLAM has understood the importance of community engagement and actively seeks parental and neighborhood involvement in the school’s programs and activities. Underlying these efforts is SLAM’s objective to foster relationships, which will empower students, to continuously strive towards both academic and personal success.

At the local level, SLAM has established the following partnerships in order to help achieve this objective:

- University of Nevada, Las Vegas (UNLV)
- College of Southern Nevada (CSN)
- Vegas Golden Knights
- PIMA Medical Institute
- Centennial Hills Physical Therapy
- Desert Springs Physical Therapy
- Boys and Girls Club
- Young Men’s Christian Association (YMCA)
- Desert Orthopedic Center
- Boxing and Ultimate Fighting Championship (UFC)
- Desert Radiology
- Youth Build Las Vegas
- Chiropractic Healing Center
- USA Wrestling of Southern Nevada
- Central Christian Church
- Telemundo
- Nevada Athletic Sports Commission
- FOX News
On a wider scale, SLAM has also created or is seeking to create, the following national partnerships through their affiliation with the SLAM Foundation in Florida:

- National SLAM Foundation – Providing professional development for teacher and staff, access to mentors and SLAMified lessons. The SLAM Foundation will provide access for SLAM NV to the following SLAM partners through MOUs in place with the SLAM Foundation:
  - XM Sirius Radio – The SLAM Foundation has its own XM radio station run by broadcasting students at SLAM Miami headquarters. The station allows for all SLAM schools to participate in day-to-day operations and broadcasting. This is a key component for the Sports Broadcasting Academy and it unites all SLAM Broadcasting Academies across the nation. (At SLAMNV, this falls under the Sports Marketing and Entertainment Media Academy). Currently, the station serves as a major internship component for broadcasting students at SLAM.
- NASCAR / Hendricks Motorsports: Assists with STEM initiatives using the sport of racing as the foundation for activities.
- NBA Cares Foundation - Brings athletes and mentors to speak at SLAM Schools and participate in extracurricular activities with students.
- GOOGLE - SLAM has an afterschool Science club which teaches 6th graders to code while creating their favorite fashion, music and sports video games; working with GOOGLE engineers to implement afterschool programs for SLAMNV.
- GALLUP - Uses Gallup’s Principal and Teacher Insight assessments as part of the hiring and recruitment process.

Furthermore, SLAM will also continue to work extensively with its affiliate schools in Florida to improve academic outcomes for their ELL student population. With over 20 years of experience and proven results with ELL student populations, these SLAM-affiliate schools offer valuable best practices and supports to the school.

Community Colleges and Universities will also continue to work with students to continue develop opportunities, provide professional development to teachers, and provide guidance for SLAM’s Advisory Committee. SLAM’s Advisory Committee is committed to meeting at least three times per year and will continue to offer feedback in grant program activities, initiatives, interventions, and coursework. The committee will advise and guide the comprehensive school-wide programming so that students are provided with the right skills in demand by industry that will lead to success in postsecondary education and secure employment and eliminate language barriers to academic achievement.

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

SLAM is an established and respected component of the southeastern Las Vegas community. Having operated in this region since 2016, SLAM understands the central role a school plays in a neighborhood. As previously mentioned, SLAM has established partnerships with the following community organizations and businesses: University of Nevada, Las Vegas (UNLV), College of Southern Nevada (CSN), Vegas Golden Knights, PIMA, Medical Institute, Centennial Hills Physical Therapy, Desert Springs Physical Therapy, Boys and Girls Club, Young Men’s Christian Association (YMCA), Desert Orthopedic Center, Boxing and Ultimate Fighting Championship (UFC), Desert Radiology, Youth Build Las Vegas, Chiropractic Healing Center, USA Wrestling of Southern Nevada, Central Christian Church, Telemundo, Nevada Athletic Sports Commission, and FOX News.
Furthermore, SLAM’s Governing Board consists of highly respected community members. Members include two prominent attorneys, experienced educators, including former and current school leaders, instructors with TESL certification, and educators with a vast background in physical education and athletic coaching experience.

(6) Identify any organizations, agencies, or consultants that are partners in planning and expanding the school, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school’s development. If the school is new to this county, describe how your previous work has prepared you to establish relationships and supports in this new community.

SLAM Nevada’s Board has partnered with the SLAM Foundation (the replicated school model and partner) and Academica Nevada (the Educational Management Organization) for the planning and establishment of SLAM’s elementary school. The SLAM Foundation and Academica Nevada’s roles are further described throughout the application’s Academic Plan, Operational Plan, and Financial Plan.
C) ACADEMIC PLAN

MISSION & 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.

Explain whether the proposed mission and vision for the school/network is different from the existing school’s mission and vision and how they differ. Describe the reasoning behind any modifications.

SLAM is a nonprofit network of public charter schools serving students in grades K-12 throughout the nation. SLAM schools are open to all students, regardless of academic, socioeconomic background, race, gender or ethnicity. SLAM currently serves families on 10 campuses in 4 states (FL, NV, GA, TX). All current SLAM schools are accredited by AdvancED under the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS-CASI) division.

At SLAM we believe in: (1) Setting Rigorous expectations for all; (2) Providing relevant and meaningful learning opportunities; (3) Engaging students in the learning process by leveraging their love of sports; and, (4) Providing opportunities for genuine relationships among students, teachers, families, and the community. The outcomes will evidence that SLAM’s innovative K-12 model closes the achievement gap and increases graduation rates for the population it serves, prepares all students for college and beyond, and develops passionate individuals with the capacity, preparation, and motivation to be world changers.

Explain whether the mission and vision outlined will replace the current mission and vision of the charter holder, or if the school proposes to complement a broader organizational mission and vision with campus or grade-level specific variants. How will the entity as a whole ensure consistency and coherence of its mission and vision?

There will be no change to the 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) Historical Performance

(a) Performance Data: schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority’s eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state.

SLAM-A Proven Model—In 2013, SLAM opened its first school in Miami’s urban corridor. This innovative, tuition-free public charter school became a beacon of hope for neighborhood kids by serving over 1,000 students in grades 6 through 12. At SLAM Miami, students are defeating odds. SLAM is transforming the lives of its students by closing the achievement gap and increasing the level of education, especially for minority and economically disadvantaged students. The student body is 96% minority, comprising 86.4% Hispanic, 9.6% Black, 3.5% White, and .5% other. Eighty-seven percent (87%) of students at SLAM receive free and/or reduced price lunch—often a measure of poverty.

SLAM is graduating these student populations at much higher rates than the surrounding district in Miami and the state of Florida. SLAM’s graduation rate of 92.4% exceeds District and State averages in Florida.
In 2016, 96% of SLAM graduates matriculated to 2-year/4-year college or universities and one percent selected work, military service, or a technical instruction.

SLAM Nevada is following the same principles and methodology found in the SLAM Florida schools. With continued focus on academics and student growth, SLAM Nevada will see continued results as seen in our affiliate schools.

**Table 1: Nevada School Performance Framework**

<table>
<thead>
<tr>
<th>Year</th>
<th>SLAM Nevada Middle School Star Rating</th>
<th>SLAM Nevada High School Star Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td>Index Score: 68 Star Rating: 3 Star</td>
<td>Index Score: 70 Star Rating: Not rated*</td>
</tr>
<tr>
<td>2017-18</td>
<td>Index Score: 47.5 Star Rating: 2 Star</td>
<td>Index Score: 72 Star Rating: Not rated*</td>
</tr>
</tbody>
</table>

*Because the school opened in 2016, there is no prior data. In addition, SLAM Nevada had its first graduating class in 2020; therefore, there is no high school star rating assigned to the school.

With the closures of schools in Spring 2020, Nevada schools were unable to use state assessments to assess proficiency of middle school students; however, when assessing students at the high school level, validated scores were obtained using WIDA, ACT, and ADAM reporting data. Using that data, a Spring Prediction of the high school shows that SLAM would have earned 4 Stars at the high school level. As graduation data lags a year, SLAM Nevada would not have received a high school rating until the Fall of 2021; however, to reflect on progress towards goals, we created a mock report card with their current indicators. SLAM Nevada’s most recent (2019) Science scores were also included to give a realistic view of how prior year’s science scores would have impacted their overall rating. SLAM Nevada’s current indicators place the high school securely at a 4 Star rating.

Below is our interpretation of SLAM Nevada’s academic performance metrics based on 2019 SBAC assessment scores:

- SLAM MS increased in their overall index score by an impressive 20.5% in a single school year
- Overall middle school ELA proficiency increased by 2.2%
- Overall middle school Math proficiency increased by 3%
- The ELA growth median (MGP) went from a 44 in 2018 to a 54 in 2019. The result of improved growth was a reduction in the ELA opportunity gap by an additional 4.5% from the previous year.
- The Mathematics growth median (MGP) went from a 41 in 2018 to a 59 in 2019. The result of improved growth was a reduction in the Mathematics opportunity gap by an additional 8% from the previous year.
- Between 2018 and 2019, the percentage of students who successfully met their individual growth targets (as determined by the state AGP) increased by 6.9% in Math and 4% in ELA.
Furthermore, one of SLAM's most commendable achievements is the results achieved in supporting their English Learners. In 2018, 22.2% of SLAM's English Learners were meeting their individual growth targets (as determined by the WiDA assessment). In middle school, this more than doubled in 2019 with 51.7% of their English Learners meeting their targets in 2019 and 47.8% meeting their target in 2020. This also significantly exceeds the District Average (SPCSA), which is 38.3% from 2019. (See Chart 6 above).
English Learner performance was replicated in their High School results where 58% SLAM HS English learners achieved their individual growth targets, also significantly exceeding the District rate of 24.3%. (See Chart 7 below).

More recently, SLAM has continued to demonstrate increased student academic achievement and overall success as a Nevada public charter school. Internal WIDA SGP data shows students above the MGP of 65 (otherwise known as high growth) for each grade level during the 2019-2020 school year. Please see Attachment 20 – Additional Student Data for a full report.

Additionally, despite the fact standard End-Of-Year testing was cancelled last school year due to the COVID-19 pandemic, internal data projected SLAM Nevada’s middle and high schools to achieve 3-Star and 4-Star statuses, respectively. Please see Attachment 20 – Additional School Data for full reports on both the middle and high school grade levels.

(i) A school is welcome to provide any additional historical academic performance metrics that fall outside of the operator’s contractual performance plan (e.g. average student growth on an adaptive test such as ACT Aspire, NWEA MAP, SCANTRON, Renaissance Learning’s STAR, etc.). If provided, describe student performance on these metrics.

With the closures of schools in the spring of 2020 and instruction continuing virtually, the school was unable to assess students using SBAC data; therefore, SLAM is relying on disaggregated i-Ready data in middle school from Benchmark 1 to Benchmark 2 of the 2019-20 school year. Based on midyear benchmark data, SLAM Nevada middle school was trending to maintain 3 stars. SLAM has included additional data for the SPCSA’s review and consideration. Please see Attachment 20 – Additional Student Data for additional historical academic performance metrics.

(ii) Please only provide data in vendor-produced score reports and note that the Authority may require additional time and resources to review and vet such data.

SLAM has included additional data for the SPCSA’s review and consideration. Please see Attachment 20 – Additional Student Data for additional historical academic performance metrics.
(b) **Interventions**: Please explain any past performance that has not met the organization’s expectations. How was the underperformance diagnosed, how were appropriate intervention(s) determined, and how are they being implemented? What are the key areas in which existing schools/campuses need to improve, and what are the priorities to drive further success?

During the second year of operation, SLAM Nevada experienced a decline in student performance. Based on the NSPF, the school earned a 2 Star rating as opposed to a 3 Star it earned the previous year. The leadership team took a closer look at the data and determined that the students, especially those within the various subgroups, did not experience much growth in their ELA (1% growth) and math (5% growth) courses. The i-Ready assessments were being used; however, the data was not being analyzed closely and instruction through i-Ready was limited.

Leading into the school’s third year, the leadership team at SLAM Nevada created a plan to address the deficiencies discovered through a careful review of the academic supports needed to help raise student growth. Students participated in benchmark assessments to determine their strengths and weaknesses. The leadership team built into the school schedule 45 minutes extra of instruction and after school supports. With those extra minutes, intensive math and reading courses were built into students’ schedules, USA Test Prep bell ringer questions/problems were added at the beginning of each class for students to answer and complete, and Achieve 3000 was made available for students needing extra language supports. Data folders were created and used throughout the quarters and maintained by students which contained WiDA, i-Ready, and SBAC scores which were analyzed more closely with interventions created and monthly check-ups to help move students along more readily. The leadership team also recognized students needed more time in the core classes. As a result, elective courses were replaced by intensive math and ELA classes with targeted interventions used based upon i-Ready data collected week to week as teachers progress monitored students’ understanding of specific skills. In order to carry this out, 14 teachers sold their preparation periods in order to offer these remedial and intensive courses. Additionally, an administrator was hired to oversee the EL and Zoom programs. To help motivate students to achieve at a greater rate, incentives were sponsored and carried out throughout the school year. When students were caught up and refocused on achievement, they were permitted to return to their original elective courses.

Currently, the school has dedicated math and reading intervention teachers who are licensed in those specific content areas and has two instructional coaches to help support teachers as they collaborate on lesson plans, evaluate assessment data, and create additional supports to target specific interventions.

SLAM Nevada earned a high 3 Star rating from the State for the 2018-19 school year. Although this is a fair score, we are not satisfied with the results of our efforts. We still need to fine tune our approach in order for our students to experience greater growth in their ELA and math courses. The priorities established to drive achievement will be to utilize the i-Ready assessment as it was designed to be implemented. It will be scheduled as part of our day-to-day operations with built-in time to carefully analyze the results. Instruction will be designed with these results in mind and additional supports will be created more plentifully. PLCs will be instituted in order to have productive dialogue among the instructional staff with specific conversations centered around student growth in ELA and mathematics.

(2) **Academic Vision and Theory of Change**

(a) **Model Non-Negotiables**: What are the key non-negotiables (i.e. the key school design components, policies, practices, etc. that underlie school culture and academic outcomes) of your school model? Please include details about the critical elements that are constant across the organization's schools and those that may vary. Discuss any campus-level autonomies in implementing the educational plan.

SLAM’s educational model is derived from research-based strategies proven successful in raising student
achievement nationwide. The program is based on the “career academy” concept and grounded on the philosophy of the three R’s: Rigor, Relevance, and Relationships. The three R’s represent the essential components that must be in place to effectively prepare students for the demands of the 21st Century. Attributed to the work of Dr. Bill Daggett⁵, the three R’s model has been linked by research to higher attendance and graduation rates, stronger test scores, and safer schools.

_Campus Level Autonomies_ — The University of California's Linguistic Minority Research Institute¹ states, “poor academic achievement, as early as elementary school, is one of the strongest predictors of dropping out,” therefore, SLAM’s K-12 educational model provides a framework for a seamless transition from elementary school to middle school, high school, and beyond, producing college-bound and career-oriented graduates. Students in grades K-5 will establish a strong foundation, with a commitment of developing the whole child. Students are engaged in:

- Sports-infused lessons that develop
- Lifelong learners who persistently pursue
- Academic and personal excellence and are
- Motivated to become world changers.

Part of building a strong foundation is developing the whole child. Students will begin their day in Home Team (Bullpen), a time that is designated to well-being which includes developing an academic mindset, social-emotional growth, character development, and a positive school climate. Another part of establishing a strong foundation is putting in place building blocks that will put our students ahead of the game in the future. By 2020, the U.S. Bureau of Labor Statistics predicts there will be 1 million more computer science jobs than graduating students qualified for them.⁶ SLAM is by preparing students to be qualified for the jobs of the tomorrow by creating STEM pathways today.

SLAM has also adopted a school wide core value system where students are taught the tenets of character development. SLAM identified five traits to teach and practice, known as the ‘SLAM High Five.’ The SLAM High Five include: Accountability, Perseverance, Responsibility, Integrity, and Leadership. Additionally all staff will be trained to use the program “The Leader in Me” which is an evidence-based, comprehensive school improvement program that empowers students with leadership and life skills. The Leader in Me program provides a framework to empower teachers to teach leadership to every student, create a culture of student empowerment, and align systems to drive academic results.

(3) Performance Management

a) **Measuring Progress:** Describe the school’s approach to performance management across the network and with individual campuses, including the systems used to measure and evaluate both academic and non-academic performance of each site and of the network as a whole.

a. What performance management systems, processes, and benchmarks will the school use to formally assess this progress?

The School is accountable to all stakeholders (students, parents, community, et. al.) in its responsibility to provide a good education for all students. Thus, the School will participate in the statewide assessment program, and utilize state standardized assessment data and results to inform instruction, as well as formative assessments for monitoring progress towards and measure mastery of the Nevada Academic Content Standards.

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Baseline Achievement Data - i-Ready Diagnostic screening, and state mandated MAP Assessments, will establish a baseline at the beginning of the school year for ELA and mathematics. In addition, any available data from the previous school year (e.g. coursework, report card grades, Standardized assessments results) will help to form individual baseline. The baseline will allow teachers to plan for intervention and differentiation to remediate or enrich students’ instruction and inform class placement.

Interim/Progress Monitoring Assessments - The proper use of data will enable each grade level and individual instructors to identify the strengths and weaknesses of each individual student or view the students’ progression by class periods. The i-Ready Diagnostic and MAP Assessments will be administered 3 times per year (September, February, and May) to determine student needs and as an ongoing progress monitoring tool to determine whether students are on track to achieve end-of-year targets in reading and mathematics in grades K-5. Results will be used to target instruction on the Nevada Academic Content Standards in ELA, Mathematics, Social Studies, and NGSS standards in Science. It is not just learning content and skills but learning how students learn best. SLAM will incorporate multiple forms of formative assessments as means of progress monitoring throughout the year:

- **Mid-Year Assessments** (generated at the student, classroom, school level) will be administered, used for differentiation of instruction, progress reporting, and as a measure for revising future programming and achievement goals.
- **Teacher-generated quizzes and Assessments Rubric**
- **Textbook adopted assessments**
- **Quarterly Examinations, projects/investigations**
- **PBL rubrics**
- **Portfolios:** Allowing students to create their own portfolios allows them to play an active part in their assessment and develop their ability to reflect and self-criticize. Students will be able to compile a body of their work, noting their improvements and progress.
- **Observations:** Observing student behavior and their interactions with their peers is a crucial component of assessing their interpersonal skills as well as their ability to work in teams.
- **Parent/Teacher Ratings:** Parent and teacher input on the student’s progress will provide a more complete assessment of their attitude, motivation, and overall achievement.
- **Bell Ringers/Exit Slips:** Teachers will identify the questions that students score the lowest on assessments and allow students to work on questions for 10-15 minutes of each class period either in the form of a bell-ringer or exit slip. Students will have a section in their folders labeled "bell ringers" where the questions will be stored and used as a reference prior to the SBAC’s (grades 3-5) and Statewide Science Assessment (grade 5) creating a phenomenal resource for the students and teachers.

b. **Explain how the school addresses underperformance and describe the corrective action plan procedures.**

Student assessment and performance data will be used to not only evaluate school effectiveness but more importantly to inform continuous improvement efforts by targeting benchmarks indicating which students need additional support to master specific standards and/or grade level skills. Accordingly, the responsibility to manage, evaluate and interpret student data will be a collaborative effort.

Teachers will be trained by the SLAM Leadership Team on how to properly analyze and record the data in the individual student data folder. Teachers will be expected to use the data folders to group students by strengths and weaknesses for differentiated instruction, intervention and enrichment. During their differentiated instruction centers/intervention, students receive remediation in the skills they are weakest in and are reassessed to determine progress. Teachers will be expected to report back to their grade level weekly/bi-weekly on progress. Lead Teachers will present data at faculty team meetings. The Principal will
report the most up-to-date data at the subsequent SLAM Nevada Board of Directors meeting.

Based on the data analysis, the principal and lead teachers collaboratively develop an instructional focus calendar with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of calendars, student assessment data will drive-decisions for continuous improvement of the teaching and learning process. Lead Teachers will conduct data chats with teachers on classroom data. Teachers will in turn have regular data chats with their students. For example, teachers will set specific reading goals with students during data chats and will monitor the reading goals as a part of their independent reading and accountability strategies embedded into their weekly instruction. The data chat will open a line of communication and act as a source of motivation between the teacher and students. For primary grade students, the school will have a form that will go home to parents to keep ongoing dialogue on relevant data. Students will use personal data trackers to track their growth data by benchmark. Data folders are sent home for parents to review, sign and return to the teacher.

b) **Closure:** Describe the conditions that would cause the school to petition the Authority close a consistently low performing campus. Be specific about threshold metrics the school would use to inform its decision.

SLAM Nevada operates under a set of academic, operational, and financial goals, as set forth in the school’s original charter. If SLAM Nevada fails to meet any of these goals, a corrective action plan will be implemented, which utilizes internal data analysis and detailed breakdowns of student performance by analyzing data to identify key trends in achievement shortfalls. The analyses and corrective actions would be aligned to the Board by implementing SLAM Nevada’s goals and procedures, developing a strategic professional development plan to adequately address academic shortfalls, and diligently monitor ongoing student and school performance towards these goals. By implementing these corrective actions, SLAM hopes to proactively address any chronic underperformance that warrants closure under Nevada State Law. If continual underperformance continues and necessary closure as prescribed under State Law is initiated, SLAM Nevada will work with the SPCSA to implement the proper steps in closing low performing campus(es).

c) **College Readiness (HS Only):** Describe the mechanisms that the school employs to accurately, reliably, and consistently track college acceptance, enrollment, and persistence rates. If historical data is available on college acceptance, enrollment, and/or persistence rates, please include it. Cite the percent of total alumni for which the school has data on each metric. If data is not available, please include plans to create mechanisms to accurately, reliably, and consistently track student acceptance, enrollment, and persistence rates.

Not applicable.

d) **Readiness to Replicate:** What academic, financial, and operational metrics does the school and its Board use to determine readiness for replication?

SLAM Nevada uses the Nevada Performance Framework and its internal assessment data system to determine its academic readiness to replicate. SLAM Nevada annually conducts a financial audit and reviews the findings of the yearly audit to determine if the school is in a financial position to expand.

Metrics used to identify the school’s financial ability to expand will include days-cash-on-hand, annual surplus and debt service ratio. SLAM Nevada will assess the operational ability to expand by reviewing the parent-teacher surveys, teacher-administrator surveys, and educational management annual review. The Board will additionally seek professional training opportunities regarding Board Governance.
e) **Compliance:** Describe the proposed academic program and how it complies with the requirements of NRS 388A.366(1)(f) and NRS 389.018. Please complete the scope and sequence/standards alignment template (Excel document at [http://CharterSchools.nv.gov/uploadedFiles/CharterSchoolsnygov/content/Grocers/Alignment Template.xlsx](http://CharterSchools.nv.gov/uploadedFiles/CharterSchoolsnygov/content/Grocers/Alignment Template.xlsx)) for each class scheduled to be provided by the school for each grade level to be served following this proposed expansion. For example, a school that currently serves students in K, 1, and 2 which seeks to add grades 3 and 4 would provide the scope and sequence/standards alignment for each class/subject area in the grades currently served along with the scope and sequence/alignment for each of the proposed new grades.

The Nevada Academic Content Standards are taught through a rigorous, standards-based curriculum. While the integrity of “what” is being taught (i.e. NACS) is implemented with fidelity, SLAM teachers take an innovative approach to “how” the standards are taught.

SLAM’s core curriculum in English, Mathematics, Science and Social Science is aligned to the NACS and the educational philosophy to bring rigor, relevance, and relationship to the learning.

### Table 2: SLAM Elementary Curriculum Summary

<table>
<thead>
<tr>
<th>Subject</th>
<th>Grade</th>
<th>Research Based Instructional Materials</th>
<th>Supplemental &amp; Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA</td>
<td>K-5</td>
<td>ReadyGen, Savvas</td>
<td>i-Ready, i-Ready Toolbox</td>
</tr>
<tr>
<td>Math</td>
<td>K-5</td>
<td>enVisionmath 2.0, Savvas</td>
<td>i-Ready, i-Ready Toolbox</td>
</tr>
<tr>
<td>Science</td>
<td>K-5</td>
<td>Freckle Science, Renaissance Learning</td>
<td>Individual Lesson Guides (for Teachers)</td>
</tr>
<tr>
<td>Social Studies</td>
<td>K-5</td>
<td>Freckle Social Studies, Renaissance Learning</td>
<td>Individual Lesson Guides (for Teachers)</td>
</tr>
</tbody>
</table>

**English Language Arts:** SLAM will adopt ReadyGen in combination with iReady Toolbox to create a complete, state approved, K-5 literacy program that addresses all of Nevada Academic Content Standards in Reading Informational Texts, Reading Literary Texts, Writing, and Speaking and Listening. The combination of these curricula gives teachers autonomy by providing multiple resources to deliver content in the way that engages all students. The curriculum supports the following frameworks: differentiated instruction, workshop-focused, blended learning, project-based learning, and 1:1 online learning compatibility. Reading instruction will take the form of modeled reading, shared reading, guided reading, and weekly independent practice and application. The goal of all English Language Arts curriculum at every level is to develop critical thinkers who exhibit mastery in reading, writing, speaking, and listening, and knowledge that spans across content areas, demonstrating college and career readiness. Both ReadyGen and iReady meet the criteria for the United States Department of Education as ESSA evidence-based programs.

**Mathematics:** SLAM Nevada will adopt enVisionmath 2.0 curriculum for grades K-5, which is approved by the state of Nevada in combination with iReady Toolbox and iReady Personalized Instruction. Both curricula are currently used by SLAM Nevada middle and high schools with success. enVisionmath 2.0 provides for whole class, standards-based daily differentiation. At the elementary level, the math block will use envisions for software-based lessons with teacher-led whole group and small group learning and iReady Math Toolkit for differentiation. Students will also access iReady Personalized Instruction for independent
work at their unique ability level. As students work through Independent Digital Lessons, they learn and practice new concepts at their own pace with concrete and digital manipulatives, interactive videos, pictorial representations, paper-and-pencil transfer, and precise digital feedback at the moment of misconception. During Small Group Lessons, students model math with concrete manipulatives, represent their work on paper, discuss their reasoning aloud, and receive direct feedback from their teacher and classmates. At all grade levels, the curriculum will provide opportunities for independent learning, small group, technology integrations and use of manipulatives. To nurture in students a love of math, SLAM Nevada will departmentalize math instruction for Grades 2-5, utilizing instructors who are passionate, competent, and devoted math teachers. Both enVisionmath 2.0 and iReady meet the criteria for the United States Department of Education as ESSA evidence-based programs.

**Science:** SLAM will adopt Freckle Science by Renaissance Learning curriculum aligned to the Next Generation Science Standards which connect core ideas, crosscutting concepts, and science and engineering practices, to make sense of the natural world and understand how science and engineering are practiced and experienced. Curriculum resources used for teaching and learning will focus on what students are doing, thinking, knowing, and using in Science. This curriculum provides interactive instructional options from digital lessons to hands-on virtual labs that engage students in both small-group, lab or whole-class settings. To ensure students are equipped with the skills to compete in the 21st century, Freckle Science also has a focus on STEM real world challenges. In grades K-5, Freckle Science curriculum integrates a spiral curriculum in which there is an interactive revisiting of topics and themes throughout the course. STEM based activities allow students to make deeper connections with each successive encounter building on the previous topic/skill using Science, Technology, Engineering and Mathematical concepts. Using Freckle Science enhances SLAM Nevada’s commitment to project based learning through technology to build real-world connections aligned to SLAM’s educational philosophy.

**History and Social Sciences:** Freckle Social Studies aligns to the Nevada Academic Content Standards and offers a researched based curriculum with resources that support skill complexity increasing from grade to grade while emphasizing embedded inquiry-based learning and critical thinking. The goal is for all students to have opportunities to create rich inquiry experiences and develop skills to become active and responsible citizens. This curriculum has a strong emphasis on literacy, delivered at each students’ lexile level, to ensure students can read closely, analyze and communicate well-formulated ideas. The curriculum has a coherent sequence as students move from one grade to the next and offers teachers units that include articles, activities, videos, vocabulary, discussion questions, and assessments.

**Curriculum Materials & Resources:** The adopted curriculum uses standards-based, research-based instructional materials, aligned to Nevada Academic Content Standards in combination with high-yield instructional strategies proven to improve student achievement. Both core and supplemental curriculum materials and resources have yielded results at existing SLAM schools serving similar populations. This chosen curriculum is ESSA rated.

Teachers will develop a standards-based scope and sequence or pacing guide for each course. SLAM Nevada integrates sports themes into a curriculum that teaches the Nevada Academic Content Standards to make learning relevant and increase student engagement. This will serve as the foundation for lesson plan development and ensure that all standards are addressed over the course of the school year.

**Curriculum Delivery:** SLAM Nevada’s educational program and instructional strategies emphasize a student-centered learning environment. Classrooms will be arranged to enable active engagement by all students during whole- group instruction, teacher-led small groups instruction (groups determined by data and depending on student need), cooperative learning groups and independent student centers.

**Core Academic Content Area Curriculum Aligned to SLAM Nevada’s Educational Philosophy**
explained in section A.2a. Academic Vision and Theory of Change, SLAM’s educational philosophy has 3 main tenants: (1) Setting rigorous and high expectations for all; (2) Engaging students in the learning process by leveraging their love of sports; thus, providing relevant and meaningful learning opportunities; and (3) Providing opportunities to foster genuine relationships among students, teachers, families and community. These tenets drive the selection, implementation and evaluation of the core curriculum.

How Core Academic Content Area Curriculum is RIGOROUS: To ensure alignment with our educational philosophy, the selected curriculum provides rigor in all subject areas by establishing expected student performance from the start, aligning instruction with assessment, and framing lessons that focus on the high end of the knowledge taxonomy. SLAM Nevada’s goal is for each student to progress from gathering and storing knowledge and information to being able to analyze and solve problems and create solutions, which evidences higher order thinking. Simultaneously, students are expected to move from having knowledge in one discipline to applying that knowledge to other disciplines and then to real-world unpredictable situations. To support this, the following instructional practices will be adopted school-wide: differentiated instruction, literacy across curriculum, technology, interdisciplinary teaching and authentic assessment. In doing so, all students at SLAM Nevada will be positioned to meet the demands of future educational goals and in everyday life.

How Core Academic Content Area Curriculum provides RELEVANT AND MEANINGFUL LEARNING OPPORTUNITIES: Project - based learning, real-life problem-solving activities, and sports- themed lessons will add relevance to student learning. Teachers will be expected to “SLAM-ify” their lessons within the core curriculum. The integrity of “what” students need to know (i.e. Nevada Academic Content Standards) will be maintained with fidelity; however, all teachers will be required to SLAM-ify “how” to present information being taught. By definition, SLAM-ify means to address standards/ideas through sports -themes and concepts. There are many ways for teachers to make the curriculum relevant to students’ lives. Teachers can teach state standards by directly connecting it to sports terms. For example, during a history lesson, a teacher may describe common terms used in sports such as football to relate to battle terms used in war (e.g., “in the trenches” or the “blitz”). In science, students may learn about friction by examining the effects of a ball or puck on different surfaces. Teachers will use teaching strategies that encourage teamwork, establish classroom expectations that promote accountability, and create a safe environment to deal with failures; all important concepts in sports. This enhances the relevance of the subject matter and allows students to apply their knowledge across disciplines and in real world predictable and unpredictable situations.

How Core Academic Content Area Curriculum FOSTERS POSITIVE RELATIONSHIPS: Students will be empowered to create positive relationships with peers, parents, teachers, and community mentors. This provides a framework for a seamless transition through elementary school, high school and beyond, ultimately producing career-oriented graduates. SLAM’s curriculum will strategically foster student-teacher relationships, student- student relationships and student-community relationships. Here are examples taken from various core subjects of what we expect to see:

Student-Teacher Relationships — An opportunity for students to develop a positive relationship with their teachers is during Home Team (Bullpen) at the K-5 level. Home Team (Bullpen) is a time to address the affective needs of our students. Struggling learners that have been assigned an Academic Coach will have a chance to check in and receive mentorship during this time. By offering this during the school day, programs are accessible to all students.

Student-Student Relationships — SLAM will establish a culture of excellence. One of the tenants of excellence is accountability. In the spirit of sport, a team is only as strong as its weakest link. Teachers can strategically pair students together who will push each other to be better. In math, there are plenty of opportunities for students to work together. For some students, it’s beneficial to hear a problem broken down by another student. Similarly, it may motivate the struggling student to study more seeing that his peer is able to understand the material. Our goal is for each student to be committed to his/her own success

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and the success of their peers.

**Student-Community Relationships**—Students often communicate and collaborate with people beyond their classroom (i.e. community members, other students, experts and other staff members). In English Language Arts, this may look like writing to the editor of the sports section of the Las Vegas Review Journal. Regardless, SLAM will take initiative to foster those relationships with local community members.

**ENGLISH LANGUAGE ARTS (ELA)**—For optimal instruction in English Language Arts (ELA), students will be grouped in various ways and in flexible settings to accommodate varying reading levels and learning styles. Teachers will use whole-group instruction, small-group instruction, individual instruction, and independent reading to address the various needs. Differentiated instruction centers will be set up throughout the classroom to allow students to work independently or in a small group setting, using instructional materials to explore and expand their literacy. During this time, students are engaged in a variety of activities that reinforce and extend learning without the assistance of the classroom teacher. Students will practice reading, writing, speaking, listening, and working with letters and words. Manipulatives such as magnetic letters and sound letter cards are used to increase active participation and provide additional guided practice through multi-sensory approaches.

- **K-5 Centers:** (1) guided reading center - students work with the teacher to read and practice the weekly reading strategies and skills using text at their level; (2) writing center - students are practicing their writing skills related to the week's writing focus and moving through the writing process at their own pace; (3) test prep center - students are participating in practice of reading skills and strategies relevant to their grade level grade reading. Students work independently and alongside a teacher when it is time to review the content; and (4) technology center - students use technology and receive reading enrichment that challenges them according to their reading rate and comprehension level.

- **Systematic & Explicit Instruction:** teachers use formative and summative assessment data to provide systematic and explicit instruction for text-based vocabulary acquisition and close reading models

- **Scaffolding:** teachers identify the current developmental skills of individual students based on assessments and provide supports to move students to the next level. As the year goes on, the student becomes more adept at skills and at directing his or her learning and becomes more autonomous, relying less frequently on the scaffold.

- **ELA Cooperative Learning:** small-group learning based on grouping small teams of students heterogeneously according to ability, interest, background, etc. Instruction involving collaboration among peers is important in these grades, particularly in group discussions and some writing activities.

**MATHEMATICS**—In mathematics, differentiated instruction is introduced through scaffolding including creative teaching strategies, questioning strategies, student collaboration, whole-group discussions, making connections, and the use of graphic organizers. Students are instructed using models, real-world applications, connections to other math topics and the explanation of vocabulary terms. Math Direct Instruction Centers may be used to address individual student's learning needs. The number of students in each group may vary based on understanding of concept. If a student is struggling with the daily concept the teacher may provide scaffolding and support through re-teaching for better understanding; enrichment activities that "level up" concepts; and i-Ready Personalized Instruction assignments allowing for students to practice a concept at their level.

**SCIENCE** - In science, differentiated learning can be incorporated after pre-assessments of content are used to establish each student’s level of background knowledge. Delivering content in ways other than lectures or books emphasizes differentiated learning. This includes the use of Venn diagrams, graphs, videos, technology, and hand-on activities such as labs. With flexible grouping, several learning stations, tiered
lessons and choice boards, the science classroom encourages student involvement and success. Teachers will use differentiated instructional strategies that connect with individual student's learning needs. These instructional practices will include the following Essential Science Components:

- **Preparing Students for Learning and Prior-Knowledge Assessment**: “frontloading” to elicit prior knowledge related to real-life experiences and applications. Strategies: Using graphic organizer, Concept Mapping, KWL, showing a video clip, conducting a demonstration, using literature.
- **Developing Active Learners**: Teaching students to organize, classify, interpret, and draw conclusions about real-life mathematical and scientific problems. Strategies: Posing open-ended questions, real-life scenarios to solve, or situations requiring higher order thinking skills.
- **Critical Thinking and Higher-Order Questioning**: Using effective, open-ended questioning techniques that encourage student inquiry. Teachers will encourage students to pose their own questions, evaluate the information presented, and make informed decisions about the information: Strategies: Elaborating, analyzing, hypothesizing, and evaluating.
- **Direct experiences with physical models**: Direct experiences with physical models and materials remain important as students develop their ability to reason and communicate in multimodal scientific contexts.
- **Additional instructional strategies found in a SLAM Science classroom are as follows**: Laboratory Safety, STEM Initiatives, Sports-Based Learning.

**SOCIAL SCIENCE** - In social science, integrating visual, verbal, logical, interpersonal and intrapersonal techniques and lessons will establish a differentiated learning environment. Students will be exposed to multiple cultures, people, places, and understand the time, continuity, and change throughout history. By introducing technology, global connections, and civic ideals and practices, social studies will be able to engage students. By having group activities and simulations of moments and conferences in history, students will be able to envision and better understand the content. Mock trials, debates and open discussions make the class more interesting and appealing to more students. Teachers use differentiated instructional strategies that connect with individual student's learning needs. These instructional practices will include:

- **Concrete experiences**: Students will benefit from resources such as pictures, graphs, maps, globes, and information technology that help make abstractions more concrete. Instruction of this nature plays a dual role in helping students learn not only to use these geographic tools, but also to learn in real and interesting ways about other people, places, and cultures.
- **Multi-View Points**: As students begin to explore multiple ideas and perceptions, they become more respectful of others’ viewpoints and actions.
- **Hands-on activities**: Hands-on instruction that relates content to students’ lives provides familiarity and allows students to retain and build on newly presented materials. Students gain a deeper understanding of content through independent and cooperative learning, project-based learning, and through the examination of primary and secondary sources.
- **Interdisciplinary Teaching**: Teachers will plan collaboratively with other content areas, especially language arts and mathematics, to ensure that literacy integration and language arts/reading standards as well as math standards are incorporated where appropriate.
- **Claim Evidence Reasoning (C-E-R)**: Teachers will ask students to state a claim (e.g. in response to a question), to provide evidence to support the claim, and state a reason why the evidence answers the question.
- **Inquiry-based learning**: This method is used though primary sources of information - allowing students to:
  - Connect: to prior knowledge, interpreting and questioning an information source
  - Wonder: develop focus questions to guide their inquiry investigations
  - Investigate: use a combination of primary and secondary sources to pursue their questions in depth
Construct: organize and draw conclusions from the information to confront conflicting ideas and form and defend their evidence-based opinions

Express: develop a product to demonstrate their new understandings and share with others, they solidify their own learning and

Reflect: think about what they have learned about the topic or idea and about inquiry itself.

For an overview of the scope and sequence for SLAM Elementary, as well as lesson plans, please see Attachment 25 – Scope & Sequence.

f) **Instructional Strategies:** Describe the instructional strategies that you will implement to support the education plan and why they are well suited for the anticipated student population—including a detailed discussion of these strategies for both the expanded grades and for all existing grades. For each grade level to be served by the charter school following the expansion, identify and describe in detail the data, methods, and systems teachers will use to provide differentiated instruction to students. Please note that SPCS A schools typically start with students performing across a broad spectrum from years below grade level to advanced learners. Include the professional development teachers will receive to ensure high levels of implementation.

**Rigor in the SLAM Nevada Classroom:**
As educators we are challenged to come up with the best practices in the classroom that will lead to the best results. SLAM Nevada will remain innovative in its practices as students’ needs and strengths shift. We believe that our best practices should always be grounded in research but should also always be transforming and moving toward the next best approach, tool, or strategy.

**Kagan:** A professional development priority will be to have all teachers Kagan trained. Kagan Cooperative Learning Structures provide teachers with techniques to engage students as active learners in every content area. Through doing, students retain more information and are better prepared than students who passively receive instruction.

**Differentiated Instruction:** Differentiated Instruction will be woven throughout the lessons in a seamless manner that allows students to work in a small group setting, using instructional materials to explore and expand their skill development. During this time, students are engaged in a variety of activities that reinforce and extend learning without the assistance of the classroom teacher. Students will practice newly taught skills while using supported discussion starters, Kagan structures, and manipulatives to increase active participation and provide additional practice through student led conversations and study. Independent differentiated instruction will be supported through technology assisted instruction including iReady Personalized Instruction.

**STEM Project-Based Learning:** The following is a project-based learning process compiled from various project-based, integrated STEM programs that were evaluated and proven to be effective STEM education programs:

- **Reflection:** expose students to problems so they can begin to think about something they want to investigate.
- **Research:** this is a combination of student-lead and teacher-lead lessons. While it is intended to be student-centered, teachers will ensure that students are focused on learning the concepts relevant to the project.
- **Discovery:** Students begin to understand what is known and what is still unknown. This is a good

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opportunity for students to collaborate with their peers and build on their strengths to come up with some potential solutions to the unknown.

- Application: Students will model a solution (usually through creating an artifact) that sufficiently solves the problem.
- Communication/Share: One of the most important parts of this process is allow students to present the model and solution to their peers and the community.

SLAM Nevada will hold a community open house once a quarter for students to show off their projects. The final step provides an opportunity for authentic assessment and real world expressing for making or breaking a deadline. Each quarter students will have an opportunity to investigate a topic of their choice within the STEM field. In the early grades students will learn the process of project-based learning with teacher-directed projects in the STEM field. As students get older, it will become less teacher-lead and more student-lead. As students’ progress through each grade students will begin to think in more complex ways.

For optimal instruction, students are grouped in various ways and in flexible settings to accommodate varying instructional levels and learning styles. Teachers utilize the methods of whole-group instruction, small-group instruction, individual instruction, and independent skill development to address the various needs of the students. In all content areas, the opportunity to develop differentiated instruction is evident. Teaching with diverse materials, such as books, videos, manipulatives, interactive notebooks, and online resources, making the content seem more relevant to the students. Teachers will attempt to teach around a topic, genre, idea or issue so students can explore the relationship between course content and the real world. In the classroom, material will be analyzed and deconstructed so students may understand the content more clearly. Discussion will be encouraged to not only develop communication skills, but also to assess student understanding. Finally, the incorporation of writing tasks can provide insight into student intellect. Teachers will use differentiated instructional strategies that connect with individual student's learning needs. These instructional practices may include:

- **Systematic & Explicit Instruction**: The School will use formative and summative assessment data to realign the instructional framework and provide systematic and explicit instruction for content that is grade level appropriate. This instruction is structured and based on mastery learning.
- **Scaffolding**: Teachers will identify the current developmental skills of individual students based on assessments and provide support structures to help students move to the next level. As the year goes on, the student becomes more adept at skills and at directing his or her learning, and becomes more autonomous.
- **Cooperative Learning**: Teachers will guide small-group learning, to increase communication and team-building skills. It is based on grouping small teams of students heterogeneously according to ability, interest, background, etc. Instruction involving collaboration among peers is important in these grades, particularly in group discussions and some writing activities. Also important is student collaboration with teachers in the planning of learning tasks.
- **Inquiry-Based Learning**: To better understand what they read and hear, students benefit from an inquiry- and discovery-based environment. Based on the scientific method, this student centered strategy requires students to conduct investigations independent of the teacher, unless otherwise directed or guided through the process of discovery. Teachers use this strategy in developing critical thinking and problem solving skills.
- **Information Processing Strategies**: Teaching students "how to" process information is a key factor in teaching students how to strategically organize, store, retrieve, and apply information presented. Such strategies include memorization, KWL, reciprocal teaching, graphic organizing, scaffolding, or webbing.
- **Close Reading**: Close Reading is a strategy used to help students understand the purpose in reading, seeing ideas in a text as being interconnected, looking for and understanding systems of meaning,
engaging in a text while reading, getting beyond “surface” reading or skimming; formulating questions and seeking answers to the questions while reading. Close reading strategies help students read with purpose and identify key evidence that increases comprehension. It impacts the way students think while they read and gives them tools to observe and analyze the text from multiple perspectives.

- **Word Walls**: Teachers create effective interactive word walls that consist of high frequency words, word patterns or phonetic elements, and interesting, exciting words. Students use word walls during lessons and activities to practice recognizing words quickly and accurately.

- **Technology**: Utilizing 1:1 technology needed in today’s classrooms, teachers and students interact with instructional programs and each other daily.

- **Multi-Modal Learning**: Learning mathematics through the use of multiple representations, including algebraic, numerical, graphical, and verbal methods, increases students’ abilities to make mathematical connections and become effective communicators of mathematics.

- **Think-Pair-Share**: This strategy encourages students to think critically and use each other as resources before going to the teacher. Students will think independently about the answer to a question they were prompted with. After, students share their response with a partner. They have an opportunity to discuss whether their answers agreed or if one or both need to go back to the drawing board. Next, they share responses with the entire class.

- **Think-alouds**: using explicit explanations of the steps of problem solving through teacher modeling metacognitive thought. Often students see a problem and hear the answer but don’t know what happened in between. When a teacher works through what is going on in his/her brain as a problem is solved, students begin to fill in the gaps.

- **Graphic organizers**: visual displays to organize information into things like trees, flowcharts, webs, etc. These help students to consolidate information into meaningful whole and they are used to improve comprehension of stories, organization of writing, and understanding of difficult concepts in word problems.

- **Student-generated word problems**: students create word problems for a specific skill. Through the construction of a problem, students learn what to look for when solving word problems are. It also makes problem solving relevant to their own lives.

- **Real World Connections**: To build upon prior knowledge and experiences, students must be actively engaged in the learning process with meaningful, worthwhile tasks. This engagement affords students opportunities to become confident in their learning and to develop a genuine interest in pursuing ways to solve increasingly difficult problems. This provides for reinforcement of mathematical terminology, real world applications of mathematical concepts, and organization/visualization of mathematical concepts (e.g. word walls, journals for hypothesizing and/or subsequent reflection of mathematical conclusions, graphing software, etc.)

**Relevance in the SLAM Nevada Classrooms:**
SLAM-ified Lessons—Teachers at SLAM Nevada will be expected to “SLAM-ify” their lessons. The integrity of “what” is being taught (i.e. Nevada Academic Content Standards and NGSS Standards) will be maintained with fidelity; however, all teachers will be required to SLAM-ify “how” the standards are taught. By definition, SLAM-ify means to teach standards through sports concepts. This is yet another way for students to connect their core subject to the real-world. For example, in science, students may learn about friction by examining the effects of a ball or puck on different surfaces. In doing so, this will further enhance the relevance of the subject matter and allowing students to apply their knowledge across disciplines and in real world predictable and unpredictable situations.

**Relationships in the SLAM Nevada ELA Classrooms:**
**Student-Teacher Relationships**—Teachers will be intentional in creating safe, nurturing, democratic classrooms so that self-esteem and trust develop in students. Students need to feel comfortable to stand in
front of the class to recite a poem or share an expository piece.

**Student-Student Relationships**— Students will be given plenty of opportunities to foster positive relationships amongst each other in the classroom. For example, if the teacher is conducting a lesson on persuasive writing, students may be asked to team up and put together an outline supporting whether or not college-athlete should be paid or simply serve as one another’s study buddy on the upcoming vocabulary test.

**Student-Community Relationships**—Students often communicate and collaborate with people beyond their classroom (i.e. community members, other students, experts and other staff members). This may be in the form of inviting a local artist to do a music or art lesson with the students. SLAM Nevada recognizes that inspiration may come from outside of the classroom so the school will work hard to foster those relationships with local community members.

**Relationships in the SLAM Nevada Mathematics Classrooms:**

**Student-Teacher Relationships**—Just as coaches challenge their athletes to step up to the plate, teachers challenge their students; however, to maximize a student’s potential, students must first trust their teachers. Once students trust their teachers, teachers will be able to challenge them to push their limits. For the shy student in class, this may be working out a problem on the board and knowing that he or she is in a safe environment if it is done incorrectly.

**Student-Student Relationships**—The community of learners is strong so that students are committed to their own success, as well as the success of their peers. Again, a team is only as strong as its weakest link. In math, there are plenty of opportunities for students to work together. Sometimes it’s beneficial for a student to hear a problem broken down by another student. Similarly, it may motivate the struggling student to study more seeing that his peer is able to understand the material.

**Student-Community Relationships**— A math teacher can enroll his or her class in fantasy football and have a local hometown star play along with them. This allows students to engage with positive mentors outside the walls of the building but see the local star outside his or her element. Students will be able to see that the local star is able to be successful on the field but also values education and takes school seriously. If students know that a NFL player is part of their Fantasy Football Competition, they will be more motivated to participate. Students will have fun while learning.

**g) Remediating Academic Underperformance:** Describe the school’s approach to help remediate students’ academic underperformance both for both the expanded grades and for all existing grades. 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 of the expansion, year 3, year 5, and beyond)? How will you communicate the need for remediation to parents? How will staffing be structured to ensure that gifted students are adequately supported?

At SLAM Nevada, we believe in a growth mindset. We believe that for our students to thrive, learning must be centered on a standard of excellence. A standard of excellence that all children achieve at levels that are challenging but attainable. Grade-level standard experiences will provide the correct match for many children at a particular grade level but not for all. All expected learning experiences for a particular age group will not fit all students appropriately. No student will be held back or inappropriately challenged, rather, all students are challenged with learning opportunities match the individual needs of the students.

SLAM Nevada will identify at-risk students as those who have a higher probability of failing academically. Circumstances such learning disabilities, low test scores, disciplinary problems, grade retentions, other learning-related factors, homelessness, serious health issues, domestic violence, transiency, or other
conditions jeopardize students ability to complete school and adversely affect the educational performance and attainment of some students. Teachers chart students’ test scores, attendance, grades, and past performance to identify students most likely at risk to fail.

SLAM Nevada will provide Differentiated Instruction within the MTSS-RtI framework. Differentiated Instruction and Response to Intervention (RtI) share a central goal: to modify instruction until it meets the needs of unique learners. But both are built on two basic concepts: that education is most effective when we treat students as individuals with different levels of readiness, learning profiles, and interests; and that teachers have a professional obligation to help all students succeed. Instruction will be differentiated within the 3-tier Response to Intervention Framework and occur naturally within each tier.

Differentiated Instruction— SLAM Nevada teachers will provide a classroom environment that will maximize student growth and individual success. Dr. Virgil Ward (1983) stated, “One of the objectives of free public education in a democracy is to provide equal opportunity for all youth to develop their potential abilities to the fullest. In attempting to reach this objective, educators have come to the realization that equal opportunity does not mean identical opportunity.” Ward (1980) coined the term differential learning to describe the concept that is now known as differentiated instruction.

Differentiated instruction is a principle of a learning environment that does not only help meet, but also exceed, standards. This method of teaching allows instructors to adapt to each student, making the delivery of the content flexible, yet effective. SLAM Nevada’s educational model promotes differentiated instruction and the selected curriculum provides teachers differentiated lessons.

Each student is different, and it is a teacher’s responsibility to identify these differences and plan lessons accordingly to keep students interested and engaged. At no point is a one-size-fits all format accepted. It is unfair to have some children struggling with assignments that are too difficult, just as it is unfair to have some children waiting for something new to learn. Fairness means matching the level of complexity and the pace of learning to the child’s readiness, interest in the concept or topic, and/or learning profile. Teachers create lessons with pathways that allow scaffolding for students who need support and extension for students who are ready for enrichment.

Communicating with families will be a continuous practice at SLAM Nevada. Not only will structured Parent-Teachers-Student conferences be scheduled, additional opportunities will be required of teachers to communicate progress through Reports of Progress sent home to families. Parents will also be involved in the RtI process from the start. Conferences will be scheduled to explain deficiencies, plan supports, set immediate goals, and schedule the monitoring of progress toward those goals.

Just as the students who are struggling have their needs met, gifted students will be supported as well. Differentiated instruction is designed in such a way that it meets the needs of students at all levels of the academic spectrum. Section (i) below explains the specific ways that these students’ needs are met.

SLAM Nevada evaluates students' growth regularly throughout the year and overall on an annual basis. SLAM Nevada middle school students trend growth shows students catch-up and keep-up from the start of grade six through the end of grade eight. We believe that having the opportunity to enroll students in Kindergarten will only increase the academic success of students. Currently, our sixth grade students come to us a year or more below grade level. If we are able to instruct students from an early age, with our proven track record, students will be able to achieve grade level success at an earlier age.

h) **Identifying Needs:** Describe how you will identify the needs of all students in both the expanded grades and for all existing grades. 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, and fulfill NV’s required Response to Intervention model.

Response to Intervention provides a framework that drives general, gifted, remedial, EL, and special education/504 support while maintaining a high-quality, standards-based instruction that matches students’ academic, social-emotional, and behavior needs. SLAM Nevada’s Leadership Team will guide general education intervention services for at risk students who have academic and/or behavioral difficulties. SLAM Nevada administration will organize school resources so that students receive instructional support in a timely manner based on student assessment data.

SLAM will identify and meet the learning needs of students who are performing below grade level, struggle with learning, and behavior using the Problem Solving Process; furthermore, the school will monitor their progress by providing a Multi-Tiered Systems of Support-Response to Intervention (MTSS-RtI). RtI combines high quality core instruction, assessment, and intervention within a multi-tiered system to increase student achievement and reduce behavior problems within the general education curriculum. The Problem Solving Process includes 4 steps within a 3-tiered system. The following 4-steps drive the RtI:

1. Problem Identification—what is the problem?
2. Problem Analysis—Why is it occurring?
3. Intervention—What are we going to do about it?
4. Response to Intervention—Is it working?

Tier I instructional content is a research-based instructional practice based on the Nevada Academic Content Standards and applicable NGSS Standards for each specific content area. The recognition of diverse learners is essential in planning lessons since each individual has varying skills and experience with reading, writing, thinking, problem solving, and speaking. The teacher’s responsibility is to connect content, process, and product. For example, differentiating content will include using various delivery formats such as video, readings, lectures, or audio. Content may also be chunked, shared through graphic organizers, addressed through jigsaw groups, or used to provide different techniques for solving equations. Differentiating process will include providing time for students to reflect and digest the learning activities before moving on to the next segment of a lesson.

Differentiating instruction will include the teacher offering choices where students pick from formats or where students propose their own designs. Furthermore, group work is essential to build upon social skills and implement the importance of collaboration. SLAM Nevada staff is Kagan trained and uses Kagan structures to enhance differentiation. Providing time for group work allows students to engage in conversations and exchange thoughts and ideas amongst one another. Moreover, incorporating problem solving and real world issues into class curriculum enhances student’s understanding of key concepts. Finally, choice is an important factor in the incorporation of differentiated instruction. By giving students assignment options they feel they have a stake in their education and remain more engaged, while also revealing to teachers their students’ interests and diverse needs that can be used to develop future class content.

Screening and progress monitoring will be used to continually identify and address the academic and behavior needs of each student. Benchmark assessments will be used for all students at least three times a year to identify needs for intervention and ongoing progress monitoring. Ongoing professional development equips teachers with necessary tools to ensure that students receive quality instruction.

Instruction will include modeling, multiple examples, corrective feedback, and multiple opportunities for student practice. Tier I (or core) instruction is present at all four levels of the tiered model. To maximize instruction students will be offered more of the following:
• Repeated opportunities for practice and review;
• Additional opportunities for correction and feedback;
• Increased time on task, engaged in instruction and practice; and
• Drill repetition and/or practice review.

When Tier I strategies have been implemented and a student shows no signs of significant improvement, SLAM Nevada will activate its RtI plan to provide additional attention, focus, and support and usually take place in the general education classroom. Tier II interventions will begin as soon as possible after students have been identified through screening or benchmark assessments and will be monitored more frequently than students in Tier I to ensure the effectiveness of the instruction or the specific interventions (academic or behavioral). Materials and strategies will be specialized, research or evidence-based interventions that are based on the needs of the students needing the intervention and will be implemented with fidelity. Materials and strategies will also be aligned with Tier I instruction, and will include more opportunities for modeling, providing examples, corrective feedback, and student practice.

Tier II instruction has a two-fold purpose:
1. To remediate skill or concept deficits of students who are not making adequate academic gains or have mild or moderate difficulties in the area of social competence.
2. To enrich and enhance the education of students who have demonstrated proficiency in the benchmarks of the standards for a given discipline.

Again, if it is determined that students are not responding to Tier I or II instruction and interventions, Tier III the Intervention Design must be modified. As soon as a student shows no significant improvement from Tier II strategies, the Leadership Team is called upon for assistance. The Leadership Team will provide the structure and RtI will be the process. Tier III interventions will be provided by a specialized teacher/counselor or special education teacher who is highly skilled in the particular area of weakness. Tier III interventions can happen in the general education classroom but will usually take place outside the general education classroom (could be before or after school). Materials and strategies will be specialized research or evidence-based interventions based on the needs of the students who will receive the intervention. Instruction will include more opportunities for modeling, providing multiple examples and a wider range of examples, corrective feedback, etc.

If the Leadership Team finds that Tier III strategies implemented with fidelity is not helping a student make appropriate gains, the Leadership Team will consider referral for special education evaluation. SLAM Nevada will grant parental requests for a formal evaluation. It should be noted that at any point in an RtI process, IDEA 2004 allows parents to request a formal evaluation to determine eligibility for special education. The RtI process will not be used to deny or delay a formal evaluation for special education. The goal of the MTSS-RtI is to provide a positive and proactive approach to educating every child. Through this framework, SLAM Nevada will be able to provide early interventions in order to prevent academic, social-emotion, and/or behavior difficulties early-on. The school will provide parents’ response to intervention results in students’ annual evaluation.

The goal of the MTSS-RtI is to provide a positive and proactive approach to educating every child. Through this framework, SLAM Nevada will be able to provide early interventions in order to prevent academic, social-emotion, and/or behavior difficulties early-on.

i) **Intellectually Gifted Students:** Explain how the school will identify and differentiate to meet the needs of intellectually gifted students in both the expanded grades and for all existing grades in a way that extends their learning and offers them unique, tailored opportunities. 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?

The School will offer various services to meet the needs of the gifted student based on the Educational Plan. Specific instructional strategies include an effective and differentiated approach designed for the abilities of gifted students. The following curriculum differentiation strategies will be in place to ensure that each individual student progresses in the curriculum to the maximum extent appropriate: (1) Acceleration, (2) Differentiation, (3) Flexible Grouping, (4) Ability Grouping, (5) Independent Study, (6) Curriculum Compacting, (7) Learning Centers, and (8) Enrichment Clusters. A range of service delivery options is available to meet each gifted student’s special needs based on the student’s Educational Plan (EP) and is provided with administrative support to assure adequate funds for materials and professional development. The following delivery models may be available for students depending on the number of students enrolling in the school:

**Gifted/Enrichment Class** — The teacher of the gifted provides total instruction in these models in which all of the students have met gifted eligibility. Content and pacing is differentiated to the degree that activities are clearly intended for students evidencing a need beyond the general curriculum as indicated by their individual EP.

**Alternate Setting** — The setting is other than the general education classroom for the special instructional period. Curriculum has an academic content-based foundation, and focus on activities as related to the EPs of the students. Content and pacing should be differentiated to the degree that activities are clearly intended for students evidencing a need beyond the general curriculum. The teacher of the gifted provides total instruction in these models in which all of the students have met gifted eligibility.

**Cluster Grouping** — Identified gifted students with strengths in the same content area(s) placed as a group - typically three to six identified students with similar strengths - into an otherwise heterogeneous general classroom. If there are more than six students, more clusters could be formed based on their areas of strength. Classroom teacher has the gifted endorsement in addition to the required certification. The gifted-endorsed teacher clearly documents in lesson plans the curriculum modifications/differentiation for students who are gifted to address the EP goals.

**Advanced Content Class for gifted and non-gifted students** — Students are grouped on the basis of achievement and interest in specific content area, and the class may include students who have and who have not been identified as gifted. The content, pacing, process skills emphasis, and expectations of student outcomes differ from other courses in the same content area. The gifted-endorsed teacher will clearly document in the lesson plans the differentiation provided as necessary to match the student’s EP goals.

**Support Facilitation** — The teacher of the gifted provides support for the gifted students’ achievement in the general classroom. Gifted-endorsed teacher, general classroom teacher, and the gifted student (as appropriate) collaboratively plan the development of challenging assignments that substitute for or extend core curriculum objectives to meet the needs of the student. The teacher documents curriculum modifications through (a) separate lesson plans, (b) time log of collaborative planning, and (c) individual student contracts. The teacher of the gifted may provide support facilitation by working and moving among two or more classrooms working with teachers and students identified as gifted as needed. Frequency and intensity of support varies based upon students’ and/or educators’ need for assistance. Services may include revised lessons, independent research or related activities for gifted learners.

**j) Enrichment Opportunities:** Describe the enrichment opportunities that will be available to students performing at or above grade level in both the expanded grades and for all existing grades as part of the school’s comprehensive strategy to ensure that all pupils are making accelerated academic progress.
Available enrichment opportunities in the existing grades include Honors and AP courses and an accelerated track in middle school. SLAM Nevada offers three CTE pathways specifically in Sports Medicine, Marketing and Entertainment, and Media Production. The school also participated in a pilot program offered through UNLV wherein juniors and seniors were enrolled in the UNLV dual credit program. There were 25 seats available to students in the valley and SLAM is proud to have enrolled 10 students in this program. We are now transitioning to dual credit enrollment opportunities with the College of Southern Nevada. Academic clubs are available to both middle and high school students including NJHS, NHS, Skills USA, DECA, and HOSA. Other extensions of our academic focus include eSports, Electric Geeks Club, and Robotics. Teachers avail themselves each day to sponsor these clubs and offer academic support to meet student needs. Other activities outside the school that extend learning include field trips to UNLV and shadowing opportunities aligned to the specific career pathway.

In the expanded grades, students will engage in STEM activities where hands on learning will enrich the educational experiences for all students. Through these activities, teachers will be able to expand on topics related to items of relevance to the students. Additional opportunities will be extended through the school’s character education through Martial Arts, music, STEM, and PE. Enrichment opportunities after school will include both academic and interest driven clubs such as Math Club, Battle of the Books, Science Fair, Multi-cultural Fair, Chess Club, eSport, etc. Students will also have access to participate in the Nevada Choice Schools Activities Association Sports League thus fulfilling the mission of the school.

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

Accountability for student achievement is the primary mission at SLAM Nevada. Assessments assist teachers and the administrative team in determining student mastery of Nevada Academic Content Standards and assist in determining whether students are equipped with the necessary knowledge and skills they need to be college and career ready. Therefore, every child enrolled at SLAM will participate in academic assessments.

SLAM Nevada does not recognize parent opt out or parent/student refusal to test. If a parent keeps their child home during mandatory testing, the school will utilize the progressive attendance policy and the test will be made up upon the student’s return to school. If a student is at school and refuses to take the assessment, the school will respond with progressive discipline measures.

SLAM Nevada implements a strict policy regarding retention. Students must meet specific levels of performance in order to be promoted. For students who are not meeting grade level performance standards and are at risk for retention, the parent/guardian will be notified to provide opportunities for intervention and remediation. At the end of the year, the student’s data will be reviewed, in conjunction with the parent/guardian, and a final determination of grade level promotion or retention will be made by administration. If a student reaches twenty (20) absences in a school year, that student may be retained dependent on academic growth. The final determination will be made by the administration.

**SCHOOL STRUCTURE: CALENDAR AND SCHEDULE**

**a) Discuss the annual academic schedule for the school, including the calendar for the proposed new grades. Explain how the calendar reflects the needs of the student population and the educational model.**

SLAM Elementary will operate on a 7-hour school day. Compared to traditional public schools in Clark County, this is approximately 50 minutes longer. This allows for teachers to fully implement all components of the instructional model with fidelity and ensure that students are able to effectively master grade level standards.
For start and end dates of school, holidays and other larger breaks, SLAM Elementary will follow the calendar of the current SLAM Nevada. Keeping in mind that siblings of students often attend school in CCSD, the calendar follows the CCSD calendar as closely as possible to help those families who may have other school aged children.

b) Describe the structure of the school day and week for both the proposed new grades and for existing grades. Include the number of instructional minutes/hours in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. 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.

SLAM elementary school’s proposed schedule for each school day for year one would be as follows for all grades:

- 8:00 a.m. – 3:00 p.m.
- 7 hours each day
- 420 minutes per day
- 75,600 minutes per year

The drop-off system called “car loop” would operate 30 minutes before and after each school day. SLAM Nevada will comply with NAC 387.131, NRS 385.080, 387.123 by exceeding the minimum amount of instructional minutes, which are:

- Full Day Kindergarten: 240 minutes
- Grades 1 and 2: 240 Minutes
- Grades 3-6: 300 minutes

In order to ensure time for teachers and staff to be available before school for parent meetings, staff meetings, duty help, tutoring for students, etc., all full-time administrators, teachers and support staff contracted work day is 7:30 a.m.– 3:30 p.m.

The breakdown of the instructional minutes by subject area modeled for students in grades K-5 would be as follows:

<table>
<thead>
<tr>
<th>Content/Subject</th>
<th>Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reading</td>
<td>100</td>
</tr>
<tr>
<td>Language Arts</td>
<td>60</td>
</tr>
<tr>
<td>Mathematics</td>
<td>80</td>
</tr>
<tr>
<td>Science</td>
<td>30</td>
</tr>
<tr>
<td>Social Studies</td>
<td>30</td>
</tr>
<tr>
<td>Specials (STEM, Music, PE, Martial Arts)</td>
<td>50</td>
</tr>
<tr>
<td>Lunch/Recess</td>
<td>40</td>
</tr>
<tr>
<td>Intervention/Enrichment</td>
<td>30</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>420</strong></td>
</tr>
</tbody>
</table>

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?

SLAM Nevada will strive to reach at least 95% attendance rates throughout the year. The school’s Registrar (Office Manager if the Registrar position has not been filled) will be responsible for monitoring student attendance. The attendance policy will be communicated to students and their families through the Parent Student Handbook. Details on the policy, as well as how truancy and chronic absenteeism will be addressed, are below.

Attendance Policy- General Policy
Attendance is extremely important and is a focus at SLAM Nevada. The state of Nevada tracks student attendance and the school is held accountable for students attending school. Aside from state reporting, students need to learn the life skill of arriving on time. This also aligns with our vision of students being successful in college and career. Students may earn attendance incentives for coming to school on time, every day. The incentives may be individual or whole class incentives. Accountability and consequences may occur for those who do not follow attendance protocol.

For each day a student is absent, parents/guardians must submit supporting documentation explaining the reason for the absence. Documentation submitted more than 3 days (72 hours) after the student’s return to school will not be accepted, and the absence(s) will be deemed unexcused. Students with excessive absences will be referred to administration. Attendance Review Committee referrals will be issued after reaching the school’s maximum allowance (15 days), and may result in the student’s report card reflecting insufficient attendance for receiving a grade and/or being promoted to the next grade level.

Pre-arranged absences must be submitted 3 days in advance using the Pre-Arranged Absence Form available in the office and on the school website. They will be deemed excused or unexcused based on the attendance guidelines of what constitutes an excused or unexcused absence.

**Elementary Attendance Policy**

In accordance with School Daily Attendance policies, students must be physically present in school for a minimum of 50% of the school day in order to be counted as present for attendance purposes.

<table>
<thead>
<tr>
<th>Table 4: Elementary Excessive Absences / Tardies / Early Releases</th>
</tr>
</thead>
<tbody>
<tr>
<td>Every tardy/absence</td>
</tr>
<tr>
<td>5 tardies/absences</td>
</tr>
<tr>
<td>10 tardies/absences Excused or Unexcused</td>
</tr>
<tr>
<td>15 tardies/absences Excused or Unexcused</td>
</tr>
<tr>
<td>20+ Absences</td>
</tr>
</tbody>
</table>

**Chronic Absenteeism**

Research shows that attendance matters and that chronic absenteeism places students at risk of negative academic consequences. Chronic absenteeism is defined as missing 10 percent, or more, of the days for any reason, including excused, unexcused or disciplinary absences. Students who are absent due to school sponsored activities are not considered absent for the purposes of this calculation.

**Pre-Arranged Absences**

A form to request pre-approved absences is available in the front office and on the school website. The maximum number of pre-arranged absences is 10 per school year. The completed form must be signed by the parent, student, and teacher(s) before being turned into the Registrar and is due 3 days PRIOR to the first day of the absence.
Unexcused Absences
Any absence that does not fall into one of the excused absence categories will be considered unexcused. Any student who has been absent from school will be marked with an unexcused absence until the required documentation is received. Failure to provide the required documentation within three school days upon the return to school, will result in an unexcused absence.

Unexcused absences include:
- Unverified absence due to illness
- Vacations without being pre-arranged
- Truancy
- Attending non-school event, program or sporting activity without being pre-arranged.
- Absences resulting from providing day care for siblings
- Illness of others
- Non-compliance with immunization requirements (unless lawfully exempt)

Student Attendance Reporting
SLAM Nevada will follow required Student Attendance Reporting Procedures. Official documentation must be provided by an organization on official letterhead as evidence of the excused absence (i.e. medical note, police ticket, tow receipt, etc.).

Excused School Absence:
- Personal illness of the student. Medical evidence may be required by the administration or designee for absences exceeding three consecutive days. The written statement must include all days the student was absent from school. If a student is continually sick and repeatedly absent from school due to a specific medical condition, the student must be under the supervision of a health care provider in order to receive excused absences from school.
- Medical/Dental appointment. If a student is absent from school due to a medical appointment a written statement from a health care provider indicating the date and time of the appointment must be submitted to the Attendance Clerk within 3 days.
- Death in immediate family
- Approved school activity
- Attendance at a center under Department of Children and Families supervision.
- Observance of a religious holiday or service.
- Military Waiver – SLAM Nevada is committed to assist students from military families and will continue efforts to facilitate the development and implement policies that directly impact children of military personnel. Students who have parents that may be deployed or on “Black Leave”, will be allowed up to five days of excused absences each academic year. The absences are pre-approved by the school administration or designee after being turned into the Attendance Clerk. Students shall have a reasonable amount of time to complete make-up work.
- School-sponsored event, or educational enrichment activity that is not a school-sponsored event, as determined and approved by administration. The student must receive advance written permission from administration. Examples of special events include public functions, conferences, and regional, state and national competitions.
- Court appearance of the student, subpoena by law enforcement agency or mandatory court appearance.
- Absences beyond the control of the parent or student, as determined and approved by the administration.

Tardies
Any child who is not in their classroom on time will be marked TARDY. There is no grace period. Carloop will close 5 minutes prior to the start of school and students will be sent through the offices. If students arrive after the commencement of school, they must report directly to the main office to obtain a tardy slip. Students who are tardy are not eligible for perfect attendance certificates. Secondary students will be marked tardy for the period in which they arrive late. If a student is tardy between classes, this will be viewed as a disciplinary issue and will fall under progressive disciplinary policies and procedures.

DISTANCE EDUCATION
(Distance Education Expansion Amendments)
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 amendment request to the SPCSA.

For applicants who do not propose to offer a program of distance education or who already have approval to operate such a program, 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.
2. Describe how the school will monitor and verify the participation in and completion of courses by pupils.
3. Describe how the school will ensure students participate in assessments and submit coursework.
4. Describe how the school will conduct parent-teacher conferences.
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.

This amendment is to add elementary grades to the current charter; therefore, this item is not applicable.

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

1. Identify whether the school plans to offer pre-kindergarten in the first year of operation at the new campus or in any subsequent year of the charter term.
2. Identify whether the school will offer fee-based pre-kindergarten services. If the school does plan to offer fee-based pre-kindergarten, explain how the school will ensure that parents will be informed both initially and on an ongoing basis that both state and federal law preclude a K-12 charter school from giving admissions preference to students to whom it has previously charged tuition.
3. Describe the school’s plans for ensuring that the pre-kindergarten program aligns with the mission, vision, and program of the school’s other grades and meets all other state requirements.
4. Explain how the school’s proposed pre-kindergarten program may meet the federal pre-kindergarten expansion grant criteria.
SLAM Nevada is not requesting to amend to provide a Pre-K program; therefore, this section is not applicable.

**HIGH SCHOOL GRADUATION REQUIREMENTS AND POSTSECONDARY READINESS**  
*New High School Amendments Only*

High schools approved by the SPCSA will be expected to meet or exceed Nevada graduation requirements. For operators who do not propose to operate a high school program during the initial charter term or who already have approval to operate a high school, please provide a brief statement explaining that the questions in this section are not applicable.

1. Explain how the school will meet state 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.

2. 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).

3. Explain what systems and structures the school will implement for students at risk for dropping out and/or not meeting the proposed graduation requirements, including plans to address students who are overage for grade, those needing to access credit recovery options, and those performing significantly below grade level.

This amendment is to add elementary grades to the current charter; therefore, this item is not applicable.

**SPECIAL POPULATIONS**

Pursuant to State and federal law, SPCSA schools are required to serve the needs of all students in special populations. Beginning in the 2017-18 school year, the State of Nevada will switch to a weighted formula for special education. For the first time, this will provide for equitable special education funding across all Nevada public schools. Over time, this will necessitate current SPCSA-sponsored charter schools moving from a defined continuum of service to a broader continuum of services. All operators submitting amendment requests to the SPCSA after the conclusion of the 2015 Legislative Session should plan on offering students a broad continuum of services.

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 needed, an SPCSA school is responsible for developing more restrictive placements to meet the needs of the highest needs 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.

**Special Education**

1. Track Record: Please explain the extent to which the board and leadership team (instructional leader, etc.) has experience working to achieve high academic outcomes of students with disabilities, including students with mild, moderate, and severe disabilities.
Ms. Jill Cribari currently serves as Assistant Principal of SLAM! Nevada with a student population of 1060 students in grades 6-12. The special education staff provides both pullout and inclusion services to approximately 120 special education students, including students with learning disabilities, autism, intellectual disabilities, health impairments, ADHD, and emotional disturbances. Occupational therapy, physical therapy, and speech and language services are also available to students who benefit from these services. Ms. Cribari works with classroom teachers and teacher aides to provide rigorous, scaffolded grade level curriculum with the help of all students reach their goals. Ms. Cribari works closely with the special education team, and collaborates with teachers on writing IEP present levels, goals, and accommodations. Additionally, SLAM! Nevada has a referral process for students who display characteristics of dyslexia and an RTI system in place in order to quickly identify students who may need additional services.

Ms. Cribari has taken part in several training opportunities with a focus on special education through district professional developments, PBIS, and Kagan. Prior to working at SLAM! Nevada, Ms. Cribari worked as a teacher, instructional coach, and project facilitator in both public and private settings over her twenty-seven year career in California, Oregon, Florida, and Nevada.

(2) Identification: Describe in detail the school’s Child Find process. 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 and following 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?

As part of the school’s registration process (after the student has been accepted in lottery), parents will be asked if the student has an IEP. If the parent marks “Yes”, a pop-up window requests the parent to provide the student’s current IEP, MDT report, and eligibility statement. The paperwork will be collected and a caseload spreadsheet of all enrolling students with special education eligibility will be created. Parents will also be requested to turn in 504’s. In addition, the school registrar will request special education records from the student’s previous school.

All students will be assessed using SLAM Nevada’s universal progress monitoring (i-Ready Diagnostic and MAP Assessment). Analysis of the progress monitoring will allow the school to begin to identify students who may need additional support. Students will then be scheduled into classes based on need (i.e. intervention classes). Students who are identified as academically “at risk” via the i-Ready diagnostic and/or MAP Assessment process and who are not already identified with an IEP, will be referred to SLAM’s Response to Instruction (RtI) Team. SLAM’s RTI team is comprised of a staff member from every general education level and the special education teacher or designee selected by the teacher. The classroom teacher notifies the parent(s) that his/her child will be entering the RtI program, which will provide interventions in all areas of the student’s deficiencies.

During RtI, a goal is written in the deficit academic and/or behavioral area, the student is provided with additional interventions, and the student has weekly progress monitoring related to the goal. The data is collected and analyzed every 4-6 weeks. If the student is not making adequate progress toward the grade level expectation, then instruction becomes more intensive by increasing the amount of time in intervention, increasing the number of sessions in intervention, or changing the teaching method. If after 12-16 weeks, the student’s data still shows a lack of adequate progress, the student will be referred to special education.

For students who qualify for special education, the student will receive support in regular education with supplementary aides and services. Progress monitoring continues. If a student shows no academic growth, the resource room is added and can be added up to 50% of the school day to provide the necessary interventions to show academic growth.
SLAM Nevada is committed to ensuring that all students receive appropriate instruction, particularly in reading, prior to placement in special education. SLAM Nevada will monitor the stage-environment fit within their school culture, which tailors the environment to meet the needs of all students. SLAM will assess the perceptions of students who need remediation and ensure their individual needs are being met. Most importantly, implementing Multi-Tiered Systems of Support, will reduce the overall number of students referred for special education services and increase the number of students who succeed within general education.

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

Students who are inappropriately placed in special education will be identified by progress monitoring students in special education on a routine weekly basis on their IEP goals. Students will also take trimester universal progress monitoring assessments (i-Ready diagnostic) that all students in the school are given. The special education teacher will complete an analysis of data each month to determine if students are meeting their goals. If students are meeting their behavioral and/or academic goals and progress monitoring is showing growth, the IEP team will meet to discuss the exit of students who are no longer showing academic or behavioral needs. If the school has a student who needs transitioning out of special education, the IEP team may transition the student out by revising the IEP to provide consultation services during the reevaluation period. If the team determines that a student no longer needs an IEP, the student will be referred to the school psychologist who, with parent permission, will reevaluate the student. The MDT will then meet to determine if the student is still in the eligibility category or does not meet eligibility.

(3) (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?

The continuum of services offered by SLAM Nevada will begin in regular education classes. All students will be given a universal progress monitoring assessment three times each school year. Then the school will analyze the data. Each quarter, the school will meet as a team during Data Days which allow the school to discuss children scoring in the bottom 15% or another cut score as determined by the school. Students who score in the bottom 15% and students who are failing will be discussed and an intervention plan is developed. The staff will then brainstorm different interventions that may help the student grow academically and/or behaviorally. In general education, intervention and enrichment periods in both reading and math will be scheduled daily school-wide to provide instruction commensurate to each student’s ability level for all students. In addition, before and after school tutoring clubs and blended learning programs will provide instructional level interventions.

Students with severe intellectual disabilities will also benefit from combining inclusion and resource room time. In the general education classroom having the following will allow the student to remain with typical peers and be exposed to grade level content: peer models, online blended learning programs, direct whole group instruction, and small group instruction.

a) Continuum of Services: How will the school 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. Provide a chart which graphically illustrates the continuum of services which identifies, by disability and level of severity, the means by which students with disabilities will be able to receive an appropriate public education in the least restrictive environment (note—this graphic may be created using a commercial program like Microsoft Visio or a free or low-cost internet-based solution such as Lucidchart). Identify
the resources, personnel (including administrative responsibilities), and direct and related services the school is likely to provide both within general education classrooms and in other settings (e.g., collaborative team teaching (CTT), Special Education Teacher Support Services (SETSS), speech therapy, physical therapy, occupational therapy, counseling, etc.) as well as the services or settings that will be provided through a consortium or other collaborative initiative with other charter schools or through a third party contract.

The continuum of services offered by SLAM Nevada will begin in regular education classes. All students will be given a universal progress monitoring assessment three times each school year. Then the school will analyze the data. Each quarter, the school will meet as a team during Data Days which allow the school to discuss children scoring in the bottom 15% or another cut score as determined by the school. Students who score in the bottom 15% and students who are failing will be discussed and an intervention plan is developed. The staff will then brainstorm different interventions that may help the student grow academically and/or behaviorally. In general education, intervention and enrichment periods in both reading and math will be scheduled daily school-wide to provide instruction commensurate to each student’s ability level for all students. In addition, before and after school tutoring clubs and blended learning programs will provide instructional level interventions.

Students with severe intellectual disabilities will also benefit from combining inclusion and resource room time. In the general education classroom having the following will allow the student to remain with typical peers and be exposed to grade level content: peer models, online blended learning programs, direct whole group instruction, and small group instruction.

Students with severe emotional disabilities will also benefit from combining inclusion with resource room. In addition, a Check-In/Check-Out system will be very effective for students with emotional needs. A mentor will be assigned to the student and the student has a daily progress-monitoring sheet, which will be sent home daily. The parent can help to bridge behavior at school to positive incentives at home. Depending on the students’ needs, the mentor will check in with the student at least three times daily or more as needed. In addition, the school counselor and/or administration will help the family with locating appropriate community support.

(4) Enrollment: Describe the school’s strategy and plan to recruit, enroll, and retain students with disabilities. How will the school proactively address parent and community perceptions around the availability and appropriateness of the charter school to the needs of students with disabilities?
As a public school in Nevada, SLAM Nevada welcomes students with special needs. Upon acceptance, parents will be asked to provide their child’s IEP to the school’s special education department so that placement to meet the child’s needs can happen on day one.

SLAM Nevada hereby agrees to adopt and implement the Nevada Department of Education policies and procedures with respect to serving students with disabilities, including the procedures for identifying students with special needs, developing Individualized Education Plans, and 504 Plans (as applicable). Special Education students will be provided with programs implemented in accordance with federal, state, and local policies (specifically, the Individuals with Disabilities Education Act (IDEA); the Americans with Disabilities Act of 1990 (ADA); and Section 504 of the Rehabilitation Act of 1993. Additionally, the School will follow guidelines and procedures detailed in the SLAM Nevada Special Education Manual.

In order to ensure students with disabilities receive FAPE in the least restrictive environment, the School will work with the students and their families to provide, to the maximum extent appropriate, that children with disabilities are educated with children who are nondisabled. A school district shall use the term "inclusion" to mean:

- that a student is receiving education in a general education regular class setting reflecting natural proportions and age-appropriate heterogeneous groups in core academic and elective or special areas within the school community;
- a student with a disability is a valued member of the classroom and school community;
- the teachers and administrators support universal education and have knowledge and support available to enable them to effectively teach all children; and
- a student is provided access to technical assistance in best practices, instructional methods, and supports tailored to the student's needs based on current research.

(5) 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?

Collaboration between general education teachers, special education teachers, and related service personnel is necessary for student growth. General education teachers will post their lesson plans online through Planbook.com. Special Education teachers will have access to this tool. Then, during weekly meetings, the Special Education teachers review the students’ IEP goals/accommodations/modifications and the general education teacher’s education teacher’s lesson plans to interconnect the lessons. The teachers will form a collaborative plan and the daily special education lessons are then written and provided to the general education teachers and all instructional assistants that will interconnect IEP goals and core instruction.

Students with disabilities are provided services by a team of trained teachers and instructional assistants to ensure their individual needs are being met. Instructional assistants have been provided with professional development in order to assist the general education teachers in the regular classroom setting. This allows the special education students an environment in which they can interact with their peers, thus learning social if necessary.

All teachers in the special education department are highly trained generalists and degree in their specific areas or currently working towards their licensure. The staff attends trainings in order to keep up-to-date on the latest trends in special education that will assist the students in being successful.

SLAM has a site facilitator in order to organize and follow through on all of the compliance checks necessary to fulfill a student’s individualized education plan. The facilitator also trains the instructional
assistants, special education, and general education teachers to capitalize on their knowledge on how to best serve students with disabilities.

The assistant principals and principal meet regularly with the site facilitator to share information gained from training and meetings all have attended to make sure the students are receiving the best education possible.

**Staffing**

How will you ensure qualified staffing to meet the needs of students with disabilities across a broad continuum? Note: Federal and Nevada law requires licensure for the special education teachers, related service personnel, and psychologists at all charter schools, including those which are permitted to waive other licensure requirements due to their academic track record.

SLAM Nevada's administration team will recruit highly qualified special education teachers through multiple means. The administration will use job-recruiting websites such as Teachers to Teachers. Administration will attend and recruit teachers at local teacher job fairs as well as teacher fairs in several states including Utah, Arizona, Minnesota, and New York. Teachers who are not licensed in Nevada will apply for teacher licensure.

All related service personnel, including speech and language therapist and school psychologists, are licensed in the State of Nevada or they have to apply for a license before they are hired.

1) **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 across a broad continuum?

SLAM Nevada has scheduled professional development days. During these days, professional development is offered in the areas of intensive interventions and research validated methods addressing the unique needs of students with disabilities. The Special Education Facilitator, the Special Education Teachers, and the related services personnel (e.g. SLP and OT) will communicate with teachers providing instructional information on how to modify the curriculum and how to address the unique needs of students with disabilities.

2) **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.

If a disabled student has a discipline problem, the administration contacts the parent for a parent meeting. If the student is suspended, the student’s parent or guardian will pick up all of the student’s schoolwork, on a daily basis, and return the finished work so that the student’s grades are not affected by his or her absence from school. If necessary, a teacher would provide service in the home setting or the student will have alternative instruction in an after-school program.

The MDT/IEP team will also meet after 9 days of suspension to complete a manifestation determination IEP meeting. The team will brainstorm other service and community resources that may benefit the student to prevent further behavior disruptions. A behavior analysis will be completed and the team will reconvene to write a Behavior Intervention Plan (BIP). The team may also request a behavior therapist to help in the process.
3) Monitoring: What are your plans for monitoring and evaluating both the progress and success of students who qualify for special education and related services across a broad continuum, 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?

SLAM’s special education programs will comply with all federal and state laws. The role of the special education facilitator will be to complete compliance reviews on all IEP’s before and after the IEP meetings. In addition, the school will conduct monthly reviews of every confidential folder. The Special Education Facilitator will ensure that all meetings are held on time.

Special Education teachers will monitor their students’ weekly progress to evaluate for growth and success. If a student shows no academic growth, then resource room is added to his/her IEP. Resource Room can be added up to 50% of the day to provide the necessary interventions to achieve academic growth. If a student shows academic growth, then the student is provided a less restrictive placement with support. As a student successfully progresses towards full-time in the general education curriculum, the special education teachers may direct services in the regular education classroom with supplementary aides and services until the student receives consultation services. Quarterly progress reports will be sent home. Progress reports will also be sent home more frequently as determined by an IEP team. Student grades will also be monitored weekly to see academic growth. If students are not receiving enough support determined by weekly progress monitoring and grade checks then the IEP will be revised.

All elementary school students will use daily monitoring sheets that general education teachers will use to complete a check out daily. The sheet will include items such as the following: direct instruction participation, class work participation, homework turned in, and citizenship. Each teacher will sign the student out of class. Copies of the form will go home with the student for his or her parent’s signature. Special Education teachers will keep a copy. Students will return the signed copy the next day when they pick up his/her new monitoring sheet.

The Special Education Facilitator will help monitor the academic and behavioral growth of disabled students to ensure that the students’ needs are being met. Adjustments to instructional programs will be made accordingly through the collaboration and progress monitoring of the general education teacher(s) and special education teachers.

4) Parental Involvement: What appropriate programs, activities, and procedures will be implemented for the participation of parents of students with a broad range of disabilities?

Staff will follow all IDEA procedures when implementing appropriate programs related to the evaluation, reevaluation, and any type of IEP by phoning parents to set up meetings and then following with two prior written notices.

Check-In/Check Out systems and progress-monitoring reports will be sent home on a predetermined frequency: daily or weekly. Quarterly progress reports and report cards will be mandatory universal grade reports. Special education teachers and related staff will be expected to have frequent communication with parents of students with emotional and/or behavioral needs. In this digital age, teachers will communicate with parents via email and text messages throughout the day if necessary to give updates, if a parent requests. In addition, the school will use Infinite Campus to share progress and levels of mastery.

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

This amendment is to add elementary grades to the current charter; therefore, this item is not applicable.
**D) FINANCIAL PLAN**

This section must be completed for all applications.

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 criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.

The Governing Board of SLAM Nevada oversees all aspects of the fiscal management of the school. The auditors, accountants, and educational management company retained by the Board, work as a team to develop financial statements and accounting reporting templates to ensure compliance with state and federal reporting guidelines. Under the supervision of the Board’s Treasurer and in conjunction with the school’s audit firm, Academica Nevada is responsible for the school’s bookkeeping, financial reporting, and financial liability. The school principal will supervise the day-to-day cash collections at the school.

The person designated to draw all orders in pursuant to NRS386.573 for the payment of monies belonging to the charter school is the Principal. Each campus employs an office manager to work with Academica Nevada. All claims for payment from charter school funds are processed by Academica Nevada in conformance with charter school procedures. Payment is authorized against invoices properly supported by approved purchase orders with properly submitted vouchers approved by the governing body.

The campus principals are responsible for assuring that budget allocations are observed and that total expenditures do not exceed the amount allocated in the budget. The Board outsources payroll processes to a 3rd party vendor. Preparation of payroll, including time schedules and payroll periods, will be done in accordance with each employee’s agreement with the governing body. Employee health, accident, dental and other types of insurance will be provided as outlined in the agreements. mandatory payroll deductions will be withheld as required by state and federal law. Payroll information will be uploaded by the office manager into the portal provided by the vendor in time for the payroll vendor to process all payroll information.

SLAM Nevada complies with the Model Financial Procedures for Charter Schools, developed by the NDE in 2008 and as may be revised by the SPCSA. The function of charter school purchasing is to serve the educational program by providing the necessary supplies, equipment, and services. The governing body will appoint the purchasing agent. He/She will be responsible for developing and administering the charter school’s purchasing program. Any officer or employee of the governing body may incur no obligation unless that expenditure has been authorized in the budget or by governing body action and/or governing body policy. In all cases, calling for the expenditure of charter school money, except payrolls, a requisition and purchase order system must be used. Unless authorized by the administrator, no purchase will be authorized unless covered by an approved purchase order. No bills will be approved for payment unless purchases were made on approved orders. The administrator will review bills due and payable for the purchase of supplies and services to determine if they are within budget amounts. After appropriate administrative review, the administrator will direct payment of the just claims against the charter school. The administrator is responsible for the accuracy of all bills and vouchers.

2. **Attachment 13**. 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.). There is no page limit for the budget narrative. Include the following: A detailed discussion of Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.
The budget created for SLAM Nevada includes the per-pupil revenue assumption of $7,185 for the 20-21 fiscal year of operation, with an estimated 2.00% increase the following year and a 1.50% increase each subsequent year thereafter. Assumption of $7,185 is based on the current per-pupil state and local revenue coming in at SLAM Nevada; with a conservative outlook on the local revenue portion.

(a) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated and include evidence of commitment for any funds on which the school’s core operation depends in a clearly identified component of Attachment 13. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.

Refer to Attachment 13 for a more detailed overview of all anticipated funding sources.

(b) 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.

Refer to Attachment 13 for a more detailed overview of all anticipated expenditures.

(c) 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.

SLAM Nevada has presented a fiscally conservative budget for their first 5-years of operation. However, if student enrollment is lower than expected, many budgeted expenses will decrease as a result; this includes EMO/CMO Fees, student supplies, IT fees, etc. Refer to Attachment 13 for a more detailed overview of all anticipated budgeted expenses.

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

SLAM Nevada collaborates closely with Academica Nevada in searching and applying to receive grants deemed beneficial to the school in order to further support the planning and implementation of the charter.

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

SLAM Nevada did not rely on philanthropic revenue for their operations in their budget. Refer to Attachment 14 for a detailed overview of all the budgeted revenue and expenses.

(3) Submit a completed financial plan for the proposed school as an Attachment 14. (the format of this is left to the applicant’s discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review all elements of the school’s business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

Refer to Attachment 14.
(4) Submit, as an Attachment_15, a detailed budget for the operator at the network level (the format of this is left to the applicant’s discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review all elements of the school’s business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

Attachment 15 not applicable; refer to Attachment 14.

(5) Provide, as an Attachment_16, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.

As a part of the application, the SPCSA has requested the three most recent audits of the EMO, Academica Nevada be provided. Academica Nevada requests that the Deputy Attorney General arrange for a private review of the audited financial statements. Academica Nevada does not release proprietary financial information publicly, as that information would disclose trade secrets with regard to business structure and operations. Academica Nevada has been operating within the State of Nevada for more than ten years and has a proven track record of financial security and responsibility while supporting the opening of more than 25 charter school campuses. Any requests for additional financial information or questions regarding Academica Nevada’s financial operations may be addressed privately to the Chief Operating Officer of Academica Nevada, Ryan Reeves, at 702-431-6260.

(6) Complete the audit data worksheet in Attachment_17. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state’s charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in Attachment_17.

Refer to Attachment 17.

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

SLAM Nevada does not rely on fundraising programming to support the day-to-day operation of their school and as such this question is not applicable to SLAM Nevada.

(8) Describe the campus, school, and any management organization distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which
key financial information is communicated to and reviewed by the various organizations and
different levels of leadership and governance.

The financial policies and procedures adopted by the Board are reflected at each of the campuses. The Board, SLAM Nevada Lead Principal, and Academica Nevada will work with and train the school principal and office manager in all financial policies and procedures. The SLAM Nevada Board oversees all aspects of the fiscal management of the school. The Board will review financial statements at minimum once per quarter and Academica Nevada will prepare the financial statements for the designated board meetings. Academica will meet with school principals during the development of annual budgets to collaborate in creating a complete budget. Academica Nevada will then present annual budgets to the Board for their consideration. Under the supervision of the Board’s Treasurer and in conjunction with the School’s audit firm, Academica Nevada is responsible for the school’s bookkeeping, financial reporting, and financial liability. The principal of the school will supervise the budget and day-to-day cash collections at the school. Academica Nevada will meet regularly with the school principals to review their budgets.
E) OPERATIONS PLAN

- Indicate “No Change” to the sections or subsections below, where applicable. Otherwise, all applications require completion of this section.

1. Historical performance
   (a) Performance Data: schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority’s eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state. Please provide a narrative demonstrating that the school meets the organizational criteria for approval.

   SLAM Nevada reviewed the findings from its annual financial audit and other metrics such as days-cash-on-hand, annual surplus and debt service ratio and determined the school is in a financial position to expand. SLAM Nevada assessed the parent-teacher surveys, teacher-administrator surveys, educational management annual review, and SPCSA organizational performance framework findings and determined the school is also in an organizational position to expand.

   (b) Interventions: Please explain any past organizational/compliance performance that has not met expectations. How did the governing body diagnose the under-performance, how were appropriate intervention(s) determined by the governing body, how are they being implemented by staff, and how is the governing body monitoring implementation of the interventions on a monthly basis?

   During its second year of operation, SLAM Nevada experienced a decline in student performance. The NSPF awarded the school a 2 Star rating as opposed to a 3 Star it earned the previous year. The leadership team took a closer look at the data and determined that the students, especially those within the various subgroups, experienced typical growth in their ELA (1% growth) and math (5% growth) courses. The iReady assessments were being used, however, without much fidelity.

   Leading into the school’s third year, the leadership team created a plan to address the deficiencies discovered through a careful review of the academic supports needed to help raise student growth. Students participated in benchmark assessments to determine their strengths and weaknesses. The leadership team built into the school schedule 45 minutes extra of instruction and after school supports. With those extra minutes, intensive math and reading courses were built into students’ schedules, USA Test Prep bell ringer questions/problems were added at the beginning of each class for students to answer and complete and Achieve 3000 was made available for students needing extra language supports. Data folders were created and used throughout the quarters and maintained by students, which contained WiDA, iReady, and SBAC scores which were analyzed more closely with interventions created and monthly check-ups to help move students along more readily. The leadership team also recognized students needed more time in the core classes. As a result, elective courses were replaced by intensive math and ELA classes with targeted interventions used based upon iReady data collected week to week as teachers progressed monitored students’ understanding of specific skills. In order to carry this out, 14 teachers sold their preparation periods in order to offer these remedial and intensive courses. Additionally, an administrator was hired to oversee the EL and Zoom programs. To help motivate students to achieve at a greater rate, incentives such as field trips were sponsored and carried out throughout the school year. When students were caught up and refocused on achievement, they were permitted to return to their original elective courses.

   Currently, the school has dedicated math and reading intervention teachers who are licensed in those specific content areas and has two instructional coaches to help support teachers as they collaborate on lesson plans, evaluate assessment data, and create additional supports to target specific interventions.
SLAM Nevada earned a 3 Star rating from the State for the 2018-19 school year. Although this is a fair score, we are not satisfied with the results of our efforts. We still need to fine-tune our approach in order for our students to experience greater growth in their ELA and math courses. The priorities established to drive achievement will be to utilize the iReady assessment as it was designed to be implemented. It will be scheduled as part of our day-to-day operations with built-in time to carefully analyze the results. Instruction will be designed with these results in mind, and additional supports will be created more plentifully. PLCs will be instituted in order to have productive dialogue among the instructional staff with specific conversations centered around student growth in ELA and mathematics.

(c) What are the key areas in which the existing school or schools/campuses need to improve, as determined by the governing body, and what are the priorities to drive further success?

The key priority in which the existing school has focused on improvement is in academic achievement and growth. During the second year of operation, SLAM Nevada experienced a decline in student performance. The NSPF awarded the school a 2 Star rating as opposed to a 3 Star it earned the previous year. A plan was put into place to address the deficiencies going into the third year of operation, and in the most recent ratings, SLAM Nevada received a high 3-star rating. While the governing board is proud of the improvement, the Principal has continued to focus on the data and fine tune data analysis and student supports to continue the academic growth of the school’s students, which is explained in more detail in the Academic Plan.

2. Organization governance structure & board development:
   (a) Describe how the organization’s governance structure will adapt to oversee and support the 6-year growth plan and addition of new school(s). Include any impact on: (1) the composition of the Board, the Board’s roles and responsibilities, and the Board’s development priorities and (2) the Board’s relationship to individual campuses.

The school is currently led by Principal Dan Triana and is governed by a 7-member Board of Directors. SLAM’s governance structure will not change significantly, but there is currently a vacancy, and the board will soon begin the process of finding a parent to fill the position that complements the expertise current members possess. The new elementary school will be led by Jill Cribari, the school’s current assistant principal. Please see Attachment 4 – School Leadership Resume for more information.

The board will continue to ensure that the school works towards its mission specific goals by focusing on strategic questions, planning, and directing all decisions toward the fulfillment of the school’s mission, vision, and purpose. The board will also continue to exercise reasonable care, good faith, and due diligence in governing and managing the affairs of the school, especially in regard to monitoring the performance of new grade levels and the proposed new facility.

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

The current members have the necessary skillset to support the growth plan. The diverse skillsets include expertise in employment and business law, accounting, education, special education, school administration, business administration, and sports leadership. As mentioned before, there is a vacant seat, and SLAM will be seeking a parent member to fill that vacancy.

   (c) Identify any Board development requirements relative to the organization’s governance needs at each stage of growth.

Board members are required to complete at least 4 hours of professional development annually. If
necessary, the board will receive additional professional development necessary to help guide them through the necessary elements of any corrective action plan it develops to address underperformance.

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

The Board’s Conflict of Interest policy (Attached) contains the following procedures to identify and address conflicts of interest:

- **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 Board or Executive Committee.
- **Recusal of Self** – Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.
- **Determining Whether a Conflict of Interest Exists** – After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or Executive Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Executive Committee members shall decide if a conflict of interest exists.
- **Procedures for Addressing the Conflict of Interest:**
  - An interested person may make a presentation at the Board or Executive Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - The Chairperson of the Board or Executive Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - After exercising due diligence, the Board or Executive Committee shall determine whether SLAM Nevada can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Executive Committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in SLAM Nevada’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.

3. Organization charts and decision-making authority:
   (a) Provide the following organizational charts:
(i) Current

(ii) Vision for school in three years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within three years)
(iii) Vision for school in six years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within six years)

The vision/organization for the school will remain the same in six years. Please refer to the chart above.

The organization charts should represent all national and state operations and clearly delineate the roles and responsibilities of — and lines of authority and reporting among – the governing board, staff, any related bodies (e.g., advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools. If the school intends to contract with an education management organization or other management provider, clearly show the provider's role in the organizational structure of the school, explaining how the relationship between the governing board and school administration will be managed. Please include all shared/central office positions and positions provided by the Management Organization (CMO or EMO) in the organizational chart, if applicable.

4. Describe the proposed organizational model; include the following information:
   (a) Job descriptions for each leadership or shared/central office role identified in the organizational chart (provide as an Attachment N/A).
   (b) Resumes of all current leadership (provide as an Attachment N/A).
   (c) Previous student achievement data for the proposed instructional leaders at each proposed campus (if available) (provide as part of Attachment N/A).

The lead principal for the high, middle, and elementary grades is SLAM’s current Principal, Dan Triana, therefore achievement data is the same as outlined in previous sections.

5. Describe the leadership team’s individual and collective qualifications for implementing the multi-site school design and business and operating plan successfully, including capacity in areas such as:
   (a) School leadership;
   (b) School business operations and finance;
   (c) Governance management and support to the Board;
   (d) Curriculum, instruction, and assessment;
   (e) At-risk students and students with special needs;
   (f) Performance management; and
   (g) Parent and community engagement.

SLAM’s Principal, Dan Triana is uniquely qualified to lead the school’s addition of elementary grade levels. His past experience at several Clark County School District Alternative Education programs and multiple at-risk high schools in the Las Vegas Valley matched with his passion for helping students realize their potential provide the exact type of leadership necessary to connect with the SLAM’s students. Before beginning his teaching career, Dan Triana worked for a nonprofit organization where he served the underprivileged in Johannesburg, South Africa; Istanbul, Turkey; Mexico City, Mexico; and Manila, Philippines. Witnessing the devastating effects of poverty, oppression, and a lack of education fueled his passion to serve diverse learners in his own community.

Mr. Triana began his teaching career as an English Language Learner specialist at Cortney Middle School, where he once again enjoyed working with diverse learners from various parts of the world, helping them to develop language acquisition and literacy skills through math, social studies, and English Language Arts. Dan Triana served as an administrator with the Clark County School District for 14 years where he gained both knowledge and expertise assisting teachers in standards based curricular issues, instructional techniques, and classroom management at both the middle and high school levels. Most recently before
becoming the Principal of SLAM, Mr. Triana was able to refine his leadership skills serving as principal in alternative schools for eight years.

The combined experience of Mr. Triana and Ms. Jill Cribari (Assistant Principal) gives SLAM’s governing board the confidence that they have the capacity to implement the new school. Academica Nevada will continue to provide support in business operations and finance and governance support. SLAM’s ability to effectively serve its students will be further bolstered by its partnership with the original SLAM school in Miami-Dade County, Florida.

6. Explain who is responsible for school leader coaching and training and what those processes will look like in action. Please include any existing competencies used for school leader selection and evaluation, if available (provide as an Attachment___).

Through the affiliation with the SLAM Foundation the school’s leaders receive on-site principal training and professional development. The SLAM Foundation also hosts retreats for school leaders to share best practices occurring across the SLAM network.

The board's minimum qualifications for a principal requires a Master's Degree or higher from an accredited college or university and a minimum of five years of school experience, including a minimum of three years of experience as a principal or assistant principal.

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

Principal Dan Triana and Assistant Principal Jill Cribari will be responsible for building a team of qualified personnel to execute SLAM’s Mission and Vision in the new elementary school. They will have administrative support from Academica Nevada to help coordinate travel to recruitment fairs and list job postings. Once they have identified qualified personnel, they will ensure appropriate professional development is provided to make sure all personnel are continually prepared to educate students in SLAM’s community. Mr. Triana and Ms. Cribari will be responsible for fostering a culture of equity, collaboration, and communication that allows both teachers and students to thrive. Additionally, Ms. Cribari, Mr. Triana and the board will work together to provide competitive compensation and benefits packages to assist in the retention of high quality educators.

8. Explain your campus instructional leader’s role in providing instructional guidance and school culture guidance. How will the leadership team work in support of the campus instructional leader’s guidance?

Through the SLAM Nevada affiliation, the SLAM Elementary School administration will receive instructional and school culture guidance. The administration will then proceed to provide PD in these areas to the educational staff.

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

Mr. Triana and Ms. Cribari will work collaboratively and receive the same support through the SLAM affiliation, which will help to ensure redundancies in knowledge and skill on the SLAM school model and in best practices.
LEADERSHIP FOR EXPANSION

a) Describe the operator’s current or planned process for recruiting and training potential network leaders. Explain how you have developed or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.

b) Identify the proposed regional director candidate, if applicable, and explain why this individual is qualified to lead the expansion of the organization (provide a resume as an Attachment). Summarize the proposed leader’s academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school network.

c) If a regional director candidate has not yet been identified, provide the job description (as an Attachment) or qualifications and discuss the timeline, criteria, and recruiting and selection process for hiring the regional director. Note: It is strongly encouraged that schools proposing to open new campuses in the 2021-22 school year, identify the regional leader (Regional Director, Executive Director, etc.) in the proposal. The SPCSA reserves the right to require schools which do not have network leadership and support position candidates identified to defer opening new campuses until the 2022-2023 school year and to add additional criteria to the pre-opening requirements for such campuses.

This section is not applicable because SLAM Nevada will not be hiring a network leader. Each grade level principal will report directly to the governing board.

STAFFING

a) Complete and submit a working copy of the RFA Staffing & Enrollment Worksheets Excel file indicating projected staffing needs for the proposed campuses over the next six years. Schools 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 and add or delete rows as needed to reflect organizational plans.

Sample Excerpt—Complete using Excel file

<table>
<thead>
<tr>
<th>Year</th>
<th>2020-21</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
<th>2024-25</th>
<th>2025-26</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Organization Positions</td>
<td>[Specify]</td>
<td>[Specify]</td>
<td>[Specify]</td>
<td>[Specify]</td>
<td>[Specify]</td>
<td>[Specify]</td>
</tr>
</tbody>
</table>

Please see Attachment 24 – Staffing Tables.

HUMAN CAPITAL STRATEGY

Describe your strategy, plans, and timeline for recruiting and hiring teachers for a multi-site charter school. Explain key selection criteria and any special considerations relevant to your school design. Note: schools with strong track records of academic success, as determined by the Department of Education, are eligible to waive teacher licensure requirements for all teachers except for special education and ELL professionals as long as they meet all other federal and state requirements. Maintaining such a waiver is
contingent on the school continuing to achieve at the 3 Star level or higher (or equivalent) on the statewide system of accountability. Please refer to Section 46 of SB509 (2015 session) for additional information.

a) **Recruitment:** Identify whether recruitment will be managed at the campus or network level. Identify key partnerships and/or sources the operator will rely upon of teachers and leaders. Identify the process the operator will rely upon to identify and develop high-quality leaders and high-quality teachers.

The principal will be responsible for recruiting staff. She will use multiple means to identify qualified staff including attending recruitment fairs, posting on job sites, and coordinating with postsecondary educational institutions.

SLAM supports the development of high quality teachers with frequent feedback through observations and evaluations and supportive mentoring. SLAM is committed to the implementation of instructional strategies and methods focused on the key areas of collaboration, communication, creativity and critical thinking. To achieve this goal, the school must attract and retain highly qualified teachers who are committed to the ideas behind these strategies and willing to do the work necessary to create an engaging learning environment. The principal will identify and hire effective teachers who strongly believe in the mission of the school, and will then provide the professional development and compensation plans necessary to ensure a high retention rate.

b) **Leadership Pipeline:** Discuss the specific measures and timelines the organization will employ to identify and develop organizational and school leaders. For example, explain:

1) How the school plans to identify leadership internally and externally;
2) Who will be responsible for hiring leaders;
3) Formal and informal systems that will prepare leaders for their responsibilities;
4) The school’s philosophy regarding internal promotions;
5) The timing for identifying leaders in relation to the launch of a new campus; and,
6) Internal or external leadership training programs.

SLAM Nevada has already selected the leader for the elementary grades proposed in this application. SLAM supports staff to develop into leaders through professional development and supporting certification in educational leadership. The Educational Leadership Reimbursement Program cultivates and develops future school leadership. Under this program, full-time certified teachers who have been teaching for at least three (3) years, have been teaching at SLAM for at least one (1) year, and have consistently exceeded their performance standards on their employee evaluations may receive reimbursement of graduate level courses required to obtain state certification in educational leadership. Preliminary approval for educational leadership tuition reimbursements will be granted at the sole discretion of the principal.

Consistently effective staff members are encouraged to apply to the Doral Leadership Institute. This institute is designed to create a leadership pipeline into charter schools. Modules are covered in the institute which focus specifically on leadership within a charter school network and include:

- Effective Leadership
- Human Resources
- Positive School Culture
- Budgets and Fiscal Responsibility
- Effective School Operations
- Special Programs
- School Safety
- Community Partnerships and Public Relations
c) **Professional Development:** Identify the school’s plan to meet professional development needs. Include whether professional development will be managed at the school or network level and how new campuses will be added to existing professional development. Also identify the method the school will use to determine the effectiveness of professional development.

Prior to the new school year, the principals will work together to train teachers and staff on the school’s mission and visions, educational philosophy, and programmatic elements of SLAM’s thematic curriculum model will have planning opportunities to work collaboratively on scopes and sequences and thematic units for the year.

SLAM will offer PD opportunities throughout the school year in a variety of forms. Appropriate and relevant school-wide professional development will occur on teacher planning days as well as on early release dates. All staff will participate in school-initiated and other relevant and necessary workshops for professional development, and a member of the administrative team will coordinate, assist and monitor the staff development process. In-house workshops and meetings will be held monthly by administrators and may occur as often as biweekly through team leaders, in order to facilitate support, encourage communication, allow for team planning, and troubleshoot concerns and needs.

Professional Development offered to teachers will align with current student achievement data, curriculum and instructional personnel needs, and annual school improvement plans. Select teachers will attend local, state and national conferences and serve as “trainers” to the remainder of the staff at the school. In addition to school-wide professional development opportunities, faculty members will each complete a Professional Development Growth Plan as a means to document and identify areas for personal targeted professional growth, including the identification of strategies for obtaining specified goals, its’ compatibility to ensuring the professional development exercise will serve to benefit the student, and a timeframe in which the staff development exercise should occur. The principal or member of the administrative staff, together with the teacher, will commit to this plan, including the allocation of necessary resources for plan implementation, and providing support for new/struggling teachers by veteran/mentor teachers.

d) **Performance Evaluations and Retention:** Identify the school’s approach to staff performance evaluations. Identify how frequently the organization plans to: evaluate teachers, campus administrators, and network leaders and staff, who will evaluate whom, and how the organization plans to retain high-performing teachers and administrators?

In line with best practices, the principal will administer reviews/evaluations of teachers and staff members annually. The principal will observe the staff in day-to-day activities to determine strengths and areas of deficiency, and if necessary, the appropriate remediation. The principal will provide regular performance feedback to staff members including but not limited to, constructive remediation, problem-solving support, and recognition for exemplary performance, formal and informal evaluations. All employees will be observed on an ongoing basis by the principal, using both formal and informal observations. Formal observations may include a pre-observation conference as well as a post-observation feedback session. First, second, and third year probationary teachers will have at least three formal observations (observation cycles before 40, 80 and 120 days of instruction), per year. All post-probationary teachers will have at least one formal observation cycle per year.

The governing board will be responsible for evaluating the principal one time per year. The evaluation process will give the administrator an opportunity to set personal and professional goals in alignment with the charter prior to the beginning of the school year. The formal evaluation will consist of documentation demonstrating the principal's progress toward meeting school and professional goals and setting new goals. The evaluation process will also provide opportunities to recognize exemplary performance or correct
concerning behavior.

SLAM believes that one of the most important factors in retaining teachers is having supportive school leadership. The two principals will strive to create a culture that allows educators to take ownership of the curriculum and make important pedagogical decisions in and out of the classroom. The school will also provide time for common planning for teachers by subject area/grade level in order to strengthen and maintain positive relationships among this professional learning community. Our goal is to create a culture of “teamwork” amongst all stakeholders in an environment where students are inspired to learn and teachers are empowered and treated as the professionals they are.

e) **Compensation**: Explain the board’s compensation strategy and salary ranges for network and school level staff. Discuss how the compensation structure enables the organization to attract and retain high quality staff and describe any incentive structures such as bonuses or merit pay. Compare the proposed salary ranges to those in other organizations, charter schools and local districts, as applicable.

Salary ranges for employees will be as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$100,000-$130,000</td>
</tr>
<tr>
<td>Assistant Principal</td>
<td>$70,000-$85,000</td>
</tr>
<tr>
<td>Counselor</td>
<td>$50,000-$60,000</td>
</tr>
<tr>
<td>Instructional Coach</td>
<td>$50,000-$60,000</td>
</tr>
<tr>
<td>Office Manager</td>
<td>$40,000-$50,000</td>
</tr>
<tr>
<td>Registrar</td>
<td>$35,000-$45,000</td>
</tr>
<tr>
<td>Teachers</td>
<td>$40,000-$55,000</td>
</tr>
<tr>
<td>Secretary/Receptionist</td>
<td>$12.00-$14.00/hour</td>
</tr>
<tr>
<td>Security/Maintenance</td>
<td>$12.00-$14.00/hour</td>
</tr>
</tbody>
</table>

For further information on Salaries, refer to the *Budget Narrative*.

In addition to receiving a competitive benefits program, teachers will be paid salaries commensurate with their experience and comparable to the Clark County School District and other charter schools within the area. Furthermore, in an effort to retain high performing teachers, returning teachers will be eligible for retention bonuses and pay-for-performance raises based upon their evaluations from the previous school year.

**SCALE STRATEGY**

a) 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 founding campus and the new campuses.

SLAM will rely on the expertise of the existing Principal, the SLAM Foundation in Florida, Academica Nevada, and local community partners to scale to the new elementary school. SLAM Foundation can be a resource to help the new school administrator, provide professional development, assist in developing scopes and sequences, etc. as it did when the 6-12 campus opened.
Academica staff will also work with the new principal to procure all furniture, fixtures, equipment, technology, etc. SLAM Nevada already possesses the land needed for the proposed elementary school building. The lot for the proposed elementary site sits adjacent to the existing upper school building, just south of the campus. SLAM used Nevada Sports Properties, LLC to build its upper school campus and anticipates this relationship will continue on to serve as the financing option for the proposed elementary building. SLAM will also consider other financing solutions to give the school the best financial outcome possible.

b) If the school is affiliated with a CMO or EMO that operates schools in other states, compare your efforts to scale operations to Nevada to past scale efforts in other states.

SLAM does use an EMO, Academica Nevada, however this question is not applicable to Academica Nevada, because although Academica nationally supports charter schools across several states, Academica Nevada has operated in Nevada since 2011 and already supports five performing, organizationally sound, and financially prudent charter schools across 24 campuses in Nevada. SLAM anticipates that the efforts made by Academica Nevada to scale operations for other schools will be similar. Academica Nevada has already been able to assist SLAM Nevada in identifying sites, procuring facilities and equipment financing, recruiting staff, enrolling students, creating marketing materials, and providing training on school policies and procedures.

c) Describe your plan for embedding the fundamental features of the model that you described in the transformational change section in each new campus that you plan to open.

The new campus will maintain the same underlying purpose of the 6-12 campus by continuing its affiliation with SLAM Foundation. Through the affiliation, the school leader will receive coaching and training regarding the SLAM Foundation instructional model. The principal will also receive training from the current principal. The main focus of the training will be on how to implement the SLAM educational philosophy. The principal will receive a multi-day training in Florida from the SLAM Foundation administrators, as well as weekly communication regarding the implementation of the SLAM educational model through principal chats.

d) Explain any shared or centralized support services the management organization will provide to campuses in Nevada.

Academica Nevada primarily provides shared centralized support services including but not limited to the following:

- Assist the Board in creating budgets and financial forecasts;
- Monitor and assure compliance with all state reports;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist with systems development;
- At the Board’s direction, prepare agendas and post notices of all board meetings;
- Assist the Board in identifying and retaining an employee leasing company; and
- Provide human resources related services such as dispute resolution; and
- Contract preparation and review.

SLAM Foundation primarily provides:

- On site principal training and professional development;
- On site teacher training and professional development;
• Classroom critique and assessment;
• Technology training; and
• Help obtaining/renewing accreditation

e) Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among campuses, and specific service goals of the network. Please also include how the school will measure successful delivery of these services. In the case of a charter management organization proposing to contract with an education management organization, service goals should be outlined in the term sheet and draft contract provided later in Attachment ___. 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 education management organization.

There is no change to the current structure, services to be provided, or costs to those services from the current Academica Nevada contract and the SLAM Foundation affiliation agreement.

f) 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.

Table 6: SLAM Division of Responsibilities

<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Goals</td>
<td>Academica Nevada does not set school-based Performance Goals.</td>
<td>Lead Principal ensures school performance goals are developed and assessed annually.</td>
<td>The Board and principals set annual goals to address student performance and organizational management.</td>
<td>SLAM Administrators set quarterly student performance goals. The Administration is responsible for monitoring student assessment throughout the school year to assess student and teacher performance.</td>
</tr>
<tr>
<td>Curriculum</td>
<td>Academica works with the School’s administration to procure curriculum.</td>
<td>Lead Principal will solidify curriculum selection in order to ensure vertical and horizontal alignment.</td>
<td>The Board delegates the identification of curriculum to principals. The Board will verify that all curriculum purchased by the school are aligned with state/federal requirements.</td>
<td>Based upon teacher and student feedback and student performance data the Administration is in charge of aligning curriculum to ensure success.</td>
</tr>
<tr>
<td>Professional Development</td>
<td>Academica will identify opportunities for board member, teacher, and administrator professional development.</td>
<td>Lead Principal ensures that selected professional development is in alignment with school goals and student</td>
<td>The Board participates in professional development annually.</td>
<td>A member of the Administrative team will oversee, coordinate, assist and monitor the staff development process.</td>
</tr>
<tr>
<td>Data Management &amp; Interim Assessments</td>
<td>Academica works to identify and procure data management systems for the school.</td>
<td>Lead Principal ensures school is data driven with systems in place that are aligned with state testing. Lead Principal will advocate for changes in instruction mid-year or as needed for student and school success.</td>
<td>The Board oversees that data management is being compiled in a compliant and effective way. The Board provides resources to the Administration to procure highly effective assessment tools for the school.</td>
<td>The administration will determine the best possible interim assessment systems to use for the progression of their students. The school administration and teachers will be responsible for interpreting the data and setting individual campus goals.</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>-------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Promotion Criteria</td>
<td>Academica assists, if requested, in making suggestions to the Board in creating promotion criteria that is used in successful charter school systems throughout the country.</td>
<td>Lead Principal will develop leadership structures ensuring staff receive professional development and mentoring to make them eligible for promotion within the organization.</td>
<td>The Board has adopted a Pay for Performance model that includes input from the administration and teachers.</td>
<td>The administrative team will be responsible for communicating promotion criteria to staff and making evaluations of staff.</td>
</tr>
<tr>
<td>Culture</td>
<td>At the direction of the Board, Academica will assist to create a school culture survey and disaggregate the data to be presented to the Board annually.</td>
<td>Lead Principal promotes the mission and vision of the school throughout all decisions made that affect the school culture.</td>
<td>The Board and adopts policies and procedures to help create a culture that fosters the Mission and Vision of SLAM Nevada.</td>
<td>School leadership teams will lead in a way to promote a healthy and enjoyable school environment for their teachers, students, and parents.</td>
</tr>
<tr>
<td>Budgeting, Finance, and Accounting</td>
<td>Academica is responsible for developing the school’s annual budgets and financial forecasting. Academica will help implement and draft financial policies under the direction of the Board to help the school maintain financial viability. Academica is responsible for</td>
<td>The Lead Principal will oversee the operating budget. The lead principal will review the budget with Academica on a monthly basis.</td>
<td>The Board oversee all aspects of the fiscal management of the school. The Board’s Treasurer specifically is responsible for reviewing and approving school financials. The Board has adopted a financial policies and procedures manual</td>
<td>The school principal will oversee portions of the budget such as expenses related to curriculum, office supplies, printing, copiers, travel, etc. The principal will review their budget with Lead Principal on a monthly basis.</td>
</tr>
</tbody>
</table>
**Student Recruitment**

Academica assists the Board and the administration to develop and implement recruitment plans, including but not limited to: websites, social media, flyers, mailers, advertisements, open houses, etc.

The lead principal is responsible for attending events to help recruit students. The lead principal is instrumental and a focal point in recruiting students during start-up and operational years of the school.

The Board will develop a campus budget in their start-up year for marketing and student recruitment. If the school is unable to attain the full enrollment, funds will be allocated for student recruitment.

The principal and administration are responsible for attending events to help recruit students. The principal is instrumental and a focal point in recruiting students during start-up and operational years of the school.

**School Staff Recruitment & Hiring**

Academica assists the Board if requested to help identify candidates for principal positions. Academica, if asked, will assist with principal searches by conducting a national recruiting campaign.

The Lead Principal will interview and hire all teachers and support staff in collaboration with the administrative team.

The Board develops and reviews specific personnel polices to support its goals and to ensure fairness and compliance with state and federal law. The Board will interview and hire the new campus’s principal.

The school principal and school administration will interview and hire all teachers and support staff. The school principal and school administration will attend teacher recruitment fairs if needed.

**HR Services (payroll, benefits, etc.)**

Academica, at the Board’s request, will identify and recommend a 3rd party payroll company. Academica is a school resource for questions or issues related to payroll and benefits. Academica will help the Board and school administration with HR Services to make sure that all proper steps and procedures are taken when dealing with staff, students, and parents.

The office staff, school principal and administration will serve as a HR resource to their teachers and staff. The school administration will work with Academica to make sure that HR policies and procedures are followed correctly.

The Board chose a 3rd party payroll company to contract with for the processing of SLAM Academy payroll.

The office staff, school principal and administration will serve as a HR resource to their teachers and staff. The school administration will work with Academica to make sure that HR policies and procedures are followed correctly.
| **Development/ Fundraising** | Under the Direction of the Board, Academica will use their resources to find development/financial groups to work with the school. Academica will be a resource to the Board in the development phase as they have opened more than 100 schools across the country. | The Lead Principal will support fundraising efforts and guide decision making. | With the assistance of the Administration and Academica, the Board will fundraise through its relationships in the community. The Board will decide which development groups they will deal with for the building of a facility. | The school administration will assist the Board in its development and fundraising efforts. |
| **Community Relations** | Academica assists the Board and school administration with public relations and planning events within the community. | Lead Principal will initiate and maintain relationships with all partnering organizations. | The Board builds relationships with groups and organizations in the community that support SLAM Nevada’s vision and mission. | The school administration will network and engage community businesses and organizations for the purposes of after-school programs, fundraising, field trips, educational programs, |
| **IT** | Academica, at the Board’s request, helps the Board identify a 3rd party IT service provider. | The Lead Principal is responsible for reviewing the service provided by the IT company. | The Board chose a 3rd Party IT company to contract with for IT services. | The principal is responsible for reviewing the service provided by the IT company. |
| **Facilities Management** | With input and approval from the school principals and Board, Academica manages 3rd party contractors for the maintenance and repair of SLAM’s facility. | Lead Principal will ensure facility repair tasks are completed adequately and in a timely manner. | In compliance with all public-bidding laws, the Board selects vendors. | The school principal will have staff notify them of any facility concerns. The school principal will contact Academica with any issues regarding the facility for repair. |
| **Vendor Management / Procurement** | Under the direction of the Board, Academica issues requests for proposals from vendors, reviews contracts, and offers recommendations. Academica is responsible for procurement of the School’s furniture, fixtures and equipment. | The Lead Principal gives feedback to the Board and Academica regarding the quality of service provided by vendors, and will contact Academica for any changes or corrective action that needs to take place with vendors. | In compliance with all public-bidding laws, the Board selects vendors. | The school principal gives feedback to the Board and Academica regarding the quality of service provided by vendors, and will contact Academica for any changes or corrective action that needs to take place with vendors. |
STUDENT RECRUITMENT AND ENROLLMENT

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

a) Explain the plan for student recruitment and marketing for the new campuses that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). 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.

SLAM will use similar marketing and recruitment tactics they used when the original campus opened. This includes utilizing the school’s website and social media pages, buying ads on social media to reach a broader audience, and participating in informational fairs. In compliance with NRS 388a.450, SLAM will circulate mailers within a two-mile radius of the school to households with children in order to inform families when the school will be opening, how to apply, and the process for enrollment.

SLAM Nevada wants to ensure all families are informed about their educational options, including youth at risk of academic failure. Often, these families are harder to reach and may not have access to the internet to view online outreach. In order to reach these families, SLAM Nevada will post flyers in local public facilities, such as community centers and libraries. Additionally, SLAM will have informational booths at community events and at parks, community centers, grocery stores, etc. SLAM will utilize relationships with community groups that it has already established, like the Boys and Girls Club, the YMCA, and local church groups.

b) Provide a detailed discussion of the school’s track record in recruiting and retaining students that reflect the ethnic, socio-economic, linguistic, and special needs diversity of the current charter school and each campus to at least the level reflected by the attendance zones where the charter school will operate facilities before approving the proposal. Please provide the school’s past enrollment and retention performance for all years since the inception of the school broken out by race, ethnicity, language other than English, disability and 504 status, and eligibility for free and reduced priced lunch both as a school and in comparison, to the school’s current zoned schools.
### Table 7: SLAM Student Demographics, Year by Year

<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Am. In./AK Nat.</td>
<td>N/A</td>
<td>-</td>
<td>.3%</td>
<td>.2%</td>
</tr>
<tr>
<td>Asian</td>
<td>N/A</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>Hispanic/Latino</td>
<td>N/A</td>
<td>51%</td>
<td>52%</td>
<td>52%</td>
</tr>
<tr>
<td>Black/Af.-Am.</td>
<td>N/A</td>
<td>8%</td>
<td>12%</td>
<td>12%</td>
</tr>
<tr>
<td>White</td>
<td>N/A</td>
<td>29%</td>
<td>23%</td>
<td>23%</td>
</tr>
<tr>
<td>Nat. Hi./Pac. Isl.</td>
<td>N/A</td>
<td>-</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>Multi-Racial</td>
<td>N/A</td>
<td>7%</td>
<td>6%</td>
<td>6%</td>
</tr>
<tr>
<td>IEP</td>
<td>N/A</td>
<td>9%</td>
<td>10%</td>
<td>12%</td>
</tr>
<tr>
<td>ELL</td>
<td>N/A</td>
<td>7%</td>
<td>10%</td>
<td>12%</td>
</tr>
<tr>
<td>FRL</td>
<td>N/A</td>
<td>33%</td>
<td>52%</td>
<td>65%</td>
</tr>
</tbody>
</table>

According to data obtained from the Nevada Report Card on demographics of surrounding middle and high schools, SLAM’s demographics closely match those of surrounding CCSD schools (Cortney JHS, Burkholder MS, White MS, Chaparral HS, Del Sol Academy, Green Valley HS).

### Table 8: Surrounding Public Schools, Student Demographics

<table>
<thead>
<tr>
<th></th>
<th>2018-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Indian/Alaskan Native</td>
<td>.5%</td>
</tr>
<tr>
<td>Asian</td>
<td>5%</td>
</tr>
<tr>
<td>Hispanic/Latino</td>
<td>48%</td>
</tr>
<tr>
<td>Black/African-American</td>
<td>13%</td>
</tr>
<tr>
<td>White</td>
<td>25%</td>
</tr>
<tr>
<td>Native Hawaiian/Pacific Islander</td>
<td>2%</td>
</tr>
<tr>
<td>Multi-Racial</td>
<td>7%</td>
</tr>
<tr>
<td>IEP</td>
<td>13%</td>
</tr>
<tr>
<td>ELL</td>
<td>14%</td>
</tr>
<tr>
<td>FRL</td>
<td>66%</td>
</tr>
</tbody>
</table>

c) Detail how the school’s programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a
weighted lottery which provides additional opportunities for specific target populations to be admitted to the school in a manner consistent with state and federal law; and (5) other enrollment policies and strategies which have had a demonstrated track record of success in dramatically increasing the diversity of student populations in a high achieving charter school to at least the poverty, disability, and ELL profile of the zoned school.

SLAM believes that the tactics outlined above have been successful in recruiting a student demographic that is representative of the zoned schools its students would otherwise attend.

d) 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.

SLAM plans to begin operations of the new elementary school in the 2021-2022 school year. Open enrollment shall commence at the beginning of January, 2021 beginning and continue through the end of February 2021 and will occur during a similar time frame in subsequent years. A lottery will be held after the Open Enrollment period. Families will be notified via email or phone of their child’s acceptance into the school through the computerized lottery program.

e) 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.

The Board and new school principal will strive to attain the targets as set forth in the table shown below in the response to Question (3) in this section. The re-enrollment rate target is 95%, which is based off schools that Academica Nevada works with.

f) What systems will you put in place to ensure that staff members are knowledgeable about all legal enrollment requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?

The school is committed to providing an equal opportunity education to all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all applicable federal, state and local laws. Staff will be trained by the principal, prior to the open enrollment period, about the legal requirements of enrollment. In addition to having in-house education meetings to discuss the rules, SLAM will use any state-sponsored education summits for professional development. Daily and weekly monitoring of enrollment calls and meetings will take place to ensure compliance.

g) 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?

Through genuine community involvement and the collaboration between existing students, families, teachers, Board members, and community partners, SLAM Nevada will consistently focus on student

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recruitment by hosting events at the school’s campuses that are welcome to all community members, and will welcome school tours during the school year to show families what the school is like in action and will also host parent information meetings in the evening. SLAM will also continue its efforts to recruit a diverse population by hosting a variety of recruitment and informational events at nearby parks, recreational centers, and retail stores children and families frequent. SLAM will use its waiting list to fill any vacancies that may occur by grade level.

h) Complete the following tables for the proposed school to open in 2019-20. Schools applying for multiple campuses must complete enrollment summary tables for each school campus opening in fall 2019 and fall 2020.

Please see Attachment 13 and Attachment 14.

1) Minimum Enrollment (Must Correspond to Break Even Budget Scenario Assumptions discussed in budget narrative) Complete using Excel file “RFA Staffing and Enrollment Worksheets.”

<table>
<thead>
<tr>
<th>Year</th>
<th>21-22</th>
<th>22-23</th>
<th>23-24</th>
<th>24-25</th>
<th>25-26</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinder</td>
<td>71</td>
<td>71</td>
<td>71</td>
<td>71</td>
<td>71</td>
</tr>
<tr>
<td>1st Grade</td>
<td>95</td>
<td>95</td>
<td>95</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td>2nd Grade</td>
<td>95</td>
<td>95</td>
<td>95</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td>3rd Grade</td>
<td>71</td>
<td>95</td>
<td>95</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td>4th Grade</td>
<td>48</td>
<td>48</td>
<td>95</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td>5th Grade</td>
<td>24</td>
<td>48</td>
<td>95</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td>Total Students (FTEs)</td>
<td>404</td>
<td>452</td>
<td>546</td>
<td>546</td>
<td>546</td>
</tr>
</tbody>
</table>

2) Planned Enrollment (Must Correspond to Budget Worksheet Assumptions) Complete using Excel file “RFA Staffing and Enrollment Worksheets.”

<table>
<thead>
<tr>
<th>Year</th>
<th>21-22</th>
<th>22-23</th>
<th>23-24</th>
<th>24-25</th>
<th>25-26</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinder</td>
<td>75</td>
<td>75</td>
<td>75</td>
<td>75</td>
<td>75</td>
</tr>
<tr>
<td>1st Grade</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>2nd Grade</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>3rd Grade</td>
<td>75</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>4th Grade</td>
<td>50</td>
<td>50</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>5th Grade</td>
<td>25</td>
<td>50</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Total Students (FTEs)</td>
<td>425</td>
<td>475</td>
<td>575</td>
<td>575</td>
<td>575</td>
</tr>
</tbody>
</table>
3) Maximum Enrollment (Note: Enrolling more than 10 percent of the planned enrollment described in subsection b will necessitate a charter amendment) Complete using Excel file “RFA Staffing and Enrollment Worksheets.”

<table>
<thead>
<tr>
<th>Year</th>
<th>21-22</th>
<th>22-23</th>
<th>23-24</th>
<th>24-25</th>
<th>25-26</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinder</td>
<td>79</td>
<td>79</td>
<td>79</td>
<td>79</td>
<td>79</td>
</tr>
<tr>
<td>1st Grade</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
<tr>
<td>2nd Grade</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
<tr>
<td>3rd Grade</td>
<td>79</td>
<td>105</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
<tr>
<td>4th Grade</td>
<td>53</td>
<td>53</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
<tr>
<td>5th Grade</td>
<td>26</td>
<td>53</td>
<td>105</td>
<td>105</td>
<td>105</td>
</tr>
<tr>
<td>Total Students (FTEs)</td>
<td>447</td>
<td>500</td>
<td>604</td>
<td>604</td>
<td>604</td>
</tr>
</tbody>
</table>

Table 11: Maximum Enrollment

To see how these enrollment numbers at the elementary level coincide with the existing middle and high school grades, please refer to Attachment 23 – Enrollment Tables for All Grades.

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

The number is based on ensuring adequate resources to provide a robust system of student support for at-risk subgroups, including, but not limited to ELL students, students in need of Special Education Services, and Gifted and Talented students. Bringing together the resources involved to successfully implement the vast network of data and behavioral resources to support student achievement requires the critical mass set forth in the above initial enrollment plans. In addition, the current Middle/High school Principal will be able to support the new Elementary school principal and school administration to proactively address many of the organizational and academic challenges that typically come with serving large student bodies in a start-up environment.

j) Schools proposing to open new elementary facilities with more than 400 students or more than 3 grade levels should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model 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.

SLAM’s parent community has expressly requested that the board open an elementary school, and the governing board believes that it can provide a high-quality elementary school option not only for the siblings of current families, but also for students in the surrounding community. Less than half of all elementary-aged students attending public schools within a three-mile radius of SLAM Nevada achieved “Proficiency” on the 2018-19 NV-CRT exam in any subject on average, as discussed in the Meeting the Need section above.

Establishing a new SLAM campus with elementary school grades would not only provide families an opportunity to benefit from SLAM’s unique educational model at the elementary level, but it would also
create greater unity and outcomes for all students attending the school, as it will provide earlier exposure
to the school’s rigorous culture and educational model. As students at the elementary grades acclimate to
the school’s unique culture, they will be better prepared for academic success and outcomes at the middle
and high school grade levels where they can focus more on academic achievement, rather than having to
simultaneously acculturate and perform well academically by beginning at the upper school levels.

k) Schools proposing to add a new middle or high school facility with more than 200 newly enrolled
students in sixth grade or above or more than 2 grades above fifth grade should identify and
discuss the specific elements of the school model and organizational track record detailed
throughout the request that demonstrate that the proposed expansion model 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.

This is not applicable – SLAM is proposing to add a new elementary school.

BOARD GOVERNANCE
Complete this section only to the extent it is different from what is shown in the application for the
school. Otherwise, indicate “No change from original application or most recent amendment. See
attached.”

a) Explain the governance philosophy that will guide the board, including the nature and extent of
involvement of key stakeholder groups.

No change from original application or most recent amendment.

b) Describe the governance structure of the expanded school when the board is fully composed,
including the primary roles of the governing board and how it will interact with the principal/head
of school and any advisory bodies. Explain how this governance structure and composition will
help ensure that a) the school will be an educational and operational success; b) the board will
evaluate the success of the school and school leader; and c) there will be active and effective
representation of key stakeholders, including parents.

No change from original application or most recent amendment.

c) Please submit board member information for current and proposed new board members in the
provided Board Member Template (provide as part of Attachment__). Please note that at least
75% of new board members for SY 2020-2021 must be identified at the time of the submission of
the expansion request.

All current board member information was submitted upon appointment.

d) Provide, as part of Attachment__, a completed and signed Board Member Information Sheet for
each proposed new 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 charter
school.

All current board member information was submitted upon appointment.

e) Describe the board’s ethical standards and procedures for identifying and addressing conflicts of
interest. Will the board be making any changes to its Bylaws, Code of Ethics, and Conflict of
Interest policy in light of the expansion or new statutory or regulatory requirements, including SB509?

See answer to question 2.d. above. The board will not be making any changes to its Bylaws, Code of Ethics and Conflict of Interest Policy in light of the expansion or statutory requirements.

f) Identify any existing, proposed, or contemplated relationships that could pose actual or perceived conflicts if the expansion request is approved, including but not limited to any connections with landlords, developers, vendors, or others which will receive compensation or other consideration directly or indirectly from the school; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts, including the new requirements of a Code of Ethics in SB509 and the nepotism regulations applicable to charter schools.

Not applicable. There are no existing, proposed, or contemplated relationships that could pose actual or perceived conflicts.

g) Describe the board’s history since inception, including a discussion of turnover. How does the board proactively manage governance and succession? How does the board propose to significantly exceed the statutory minimum criteria for board qualifications in light of the complexity and risk associated with governing a large, multi-site charter school network? What elements, characteristics, and behaviors of specific, analogous high performing multi-site charter school networks, non-profit social enterprises, and for-profit organizations with similar levels of revenues or complexity has the governing body elected to emulate in its governance and in the operation of the school? Describe concrete and specific plans for increasing the capacity of the governing board. How will the board continue expand and develop over time?

The Board has had a consistently diligent and committed team of highly qualified volunteers since its inception from a variety of relevant fields. Three of the six original committee to form members are still on the governing board. Board turnover to this point has been mostly a result of natural transitions in Board member families. When vacancies arise, the board creates a description of the board member role with specific qualities the board is looking to add, ensuring compliance with statutory requirements and ensuring a diverse set of skills necessary to successfully oversee the school. The board advertises vacancies on the school’s website and through direct communication (email, letters, etc.) to parents of enrolled students. SLAM’s continuous cultivation of community resources ensures a wide pool of candidates in cases of succession. 

In order to increase capacity of the governing board, all board members are required to attend a yearly board retreat where the goals of the board are evaluated and further defined. A board self-evaluation is conducted at that time where the performance of the board will be critiqued. Additional meetings may be held during the year in which outside speakers present information on effective board leadership and/or other pertinent topics.

The board goals include 4 hours of professional development, two of which must be related to their office on the board, if applicable. Lastly, the board shall conduct a board visit day at least once every academic year. During this time, board members will visit classrooms; talk with the faculty, staff, and students; and become familiar with current school concerns.

h) 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.
i) 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.

j) Describe any 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.

k) 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.

The school values open and proactive communication among and between the members of the school community, including parents, students, faculty, staff, administration, and the Board. As such, SLAM created a grievance policy consisting of four steps that is designed for settling differences in a prompt and equitable manner. These procedures guide how any adult member of the school community – parent, employee (faculty or nonfaculty), administrator, or other adult – is expected to express grievances about other members of the community. The school’s administration and Board both expect that conflict will be addressed and proactively dealt with following the fewest number of steps possible.

The steps include:
- addressing the situation directly with the other person(s) involved;
- enlisting the assistance of an administrator to assist in facilitating a resolution;
- preparing a written grievance for the Principal, who then reviews and acts upon that grievance as appropriate; and
- preparing a written grievance for the Board of Directors, who then may choose to hear additional information at a Board meeting and will ultimately make a final decision, not subject to appeal.

It is important to emphasize that the Board will not become involved in a grievance until the final step of the process. Board members are expected to refer any member of the school community who may approach them with a grievance to the school’s grievance policy and the proper process for resolving the issue. This process is designed to avoid Board micromanagement and the creation of factions within the school.

l) 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. What actions would trigger removal from the board and under what process?

No change from original application or most recent amendment. See attached.
INCUBATION YEAR DEVELOPMENT

a) Provide a detailed start-up plan as well as specific organizational goals for the planning year (SY 2020-2021) to ensure that the school is ready for a successful launch in fall 2021. Using the template provided, outline key activities, responsible parties, and milestones and submit as an Attachment 10.

Please see Attachment 10 – Incubation Planning Year.

b) 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.

SLAM’s Principal, Dan Triana is uniquely qualified to lead the school’s addition of elementary grade levels. His past experience at several Clark County School District Alternative Education programs and multiple at-risk high schools in the Las Vegas Valley matched with his passion for helping students realize their potential provide the exact type of leadership necessary to connect with the students SLAM hopes to attract. Moreover, SLAM’s Governing Board consists of highly respected community members. Members include two prominent attorneys, experienced educators, including former and current school leaders, instructors with TESL certification, and educators with a vast background in physical education and athletic coaching experience. SLAM’s ability to effectively serve its students will be further bolstered by its partnership with the original SLAM school in Miami-Dade County, Florida. SLAM NV is replicating SLAM Miami's model that has already produced highly effective results with low-income, diverse populations.

c) 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.

Please see response from previous question above.

SCHOOL MANAGEMENT CONTRACTS

Indicate “Not Applicable” if the school does not intend to amend an existing management contract or enter into a new management contract with a for-profit or non-profit education management organization (EMO).

a) How and why was the EMO selected?

b) Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).

c) Describe the relationship between the school governing board and the service provider, 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.

d) Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider 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 service provider 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.

e) Please provide the following in Attachment___:

1. A term sheet setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and
resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;
2. A draft of the proposed management contract which complies with NRS 386.562 and SB509 (2015 session) and all other applicable laws and regulations;
3. 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.
4. Documentation of the service provider’s for-profit or non-profit status and evidence that it is authorized to do business in Nevada.
5. Provide a brief overview of the EMO/CMO's history.
6. List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shorted or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
7. Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and all other authorizer personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
8. List any and all management contract non-renewals, shortened or conditional renewals, or renegotiations or reductions in services provided for any of the schools managed by the organization and provide explanations. For all such schools which are still in operation, please provide contact information, including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shorted or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this
ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

This question is not applicable. SLAM is not seeking an amendment to their existing charter with their current EMO.

SERVICES

1. Provide Attachment ____ describing how the school leadership team will support operational execution.

Not applicable. The school’s Operational Execution Plan will not be affected by the requested amendments.

2. Provide narrative or evidence illustrating 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.

3. In this space and in the finances section, demonstrate how you will fund the provision of the services below which you are requesting approval to implement.

   i. 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.

The school will not provide transportation for the students to and from school. The school will work with the parents and guardians of students to facilitate parents interested in creating carpooling groups enabling other means of transportation to and from school.

The school does have a bus to provide transportation for field trips and extra-curricular activities. SLAM’s transportation plan for field trips and extra-curricular activities has previously been approved by the Nevada State Public Charter School Authority.

   ii. 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.

SLAM is its own school food authority and participates in the National School Lunch Program. The new elementary grades will as well.

   iii. Facilities maintenance (including janitorial and landscape maintenance)

SLAM has a multi-tiered plan for maintaining the facility:
1. On-Site Campus Monitor(s)/Custodian(s). Their role is to maintain the cleanliness of the facility during the school day in conjunction with contracted janitorial services.
2. The school will contract with a janitorial company to provide a cleaning service 5 nights a week.
3. The EMO, Academica, coordinates facility maintenance, repairs, etc. as well as coordinates with the contracted janitorial service provider.

   iv. Safety and security (include any plans for onsite security personnel)

The campus will have Campus Monitor(s) provide onsite security and work in conjunction with the Principal to implement the Emergency Management Plan. The Principal and Campus Monitor will have primary responsibility over proper implementation of the Emergency Management Plan.
v. Other services

Not applicable.

4. 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, including the management of user rights and privileges.

SLAM’s planned technology infrastructure and support mechanisms:
- Internet will be provided by a reliable Internet Service Provider protected by an enterprise router.
- Local area networking is provided by managed switches and wireless access points.
- Hardware: Each classroom will have one teacher computer and two student computers. Each office staff member will have a computer to utilize. There will be two computer labs and at least one laptop cart per grade level with the goal of having 1-to-1 technology within 3 years.
- SLAM will contract with a service provider for support in device management and user support.
- SLAM will modify its Acceptable Use Policy to accommodate elementary grade expectations.

5. 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 in order to independently maintain the system. 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.

The current SLAM campus has staff that are well versed in utilizing Infinite Campus who can help appropriate staff in the elementary grades. Additionally, Academica has staff that are experts at managing student information using the statewide Infinite Campus system. SLAM’s elementary will hire a full time registrar and a school-wide leader in managing the system. Academica will provide registrar trainings including one specifically on Infinite Campus.

Additionally, the school registrar and Academica staff will attend trainings hosted by the SPCSA.

6. 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.

The principal will be responsible for ensuring student records are maintained accurately and up-to-date, as well as safe and with limited access to only appropriate personnel. Student records will be accurately maintained and kept in a safe, locked area of the school’s main office in secure cabinets, and in accordance with all State of Nevada Laws. Only authorized staff and administration will have access to the files.

In accordance with NRS 386.650, the school will participate in Student Automated Information System (SAIN). The school will report data required by NRS 386.650 to its sponsor by the beginning of the school’s first year of operation.

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal
law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students." Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required

7. Provide, as an Attachment 13 a detailed operational execution plan which discusses the planning and provision of these and other essential operational services in greater detail.

The budget narrative provides additional details on cost and percent of budget on the above items as well as other operational services. Please see Attachment 13.

ONGOING OPERATIONS

1. SPCS A schools coordinate emergency management with local authorities. Explain your process to create and maintain the school’s Emergency Management Plan required by the State of Nevada. Include the types of security personnel, technology, equipment, and policies that the school will employ. Who will be primarily responsible for this plan? Does the school anticipate contracting with the local school district for school police services? How will the school communicate with and coordinate with lead law enforcement agencies and other public safety agencies?

SLAM treats the safety and security of its students, staff, and visitors with the highest priority. To ensure best-case outcomes for regular practices and emergencies, the school principal will create, and the governing board will approve, an Emergency Management Plan developed in conjunction with local, state, and federal policies, regulations, and laws. Safety and security is the job of every member of the SLAM community, but the school principal and school administrators will have primary responsibility over proper implementation of the Emergency Management Plan. All students will be taught drill procedures for evacuations (in the event of a fire emergency), lockdowns and shelter-in place procedures (for chemical, environmental, or community threat emergencies), active shooter, and AED emergency procedures. These procedures will be practiced at least quarterly and more where required by state or federal regulation. In all drills, students will be expected to complete the correct procedures seriously and respectfully to ensure preparedness for a real emergency. Training for staff on emergency drill procedures will take place during the summer staff training and training for students will take place during student orientation and throughout the school year.

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

The school’s insurance coverage will include coverage for general liability, abuse, employee benefits, professional educators’ legal liability, auto, property, equipment breakdown, crime, excess liability,
Directors & Officers/Employment Practices, student accident, and Worker’s Compensation. SLAM is currently part of a consortium plan made available through Academica Nevada to provide increased levels of insurance for multi-site charters. All required insurance coverages are in place at levels above Nevada-mandated baseline requirements, and will be adjusted as student population increases each year. Please see the table below for the policy limits for each category of this coverage:

**Table 12: Insurance Coverage**

<table>
<thead>
<tr>
<th>Coverages</th>
<th>2020-2021</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability Aggregate</td>
<td>$17,000,000</td>
<td>Includes Umbrella/Excess Limits of $15 M</td>
</tr>
<tr>
<td>General Liability Per Occurrence</td>
<td>$16,000,000</td>
<td></td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$17,000,000</td>
<td></td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$16,000,000</td>
<td></td>
</tr>
<tr>
<td>Abuse or Molestation Per Occurrence</td>
<td>$16,000,000</td>
<td>Includes Umbrella/Excess Limits of $15 M</td>
</tr>
<tr>
<td>Abuse or Molestation Aggregate</td>
<td>$17,000,000</td>
<td></td>
</tr>
<tr>
<td>Student Accident – per accident</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>Employee Benefits Liability Per Occurrence</td>
<td>$16,000,000</td>
<td>Includes Umbrella/Excess Limits of $15 M</td>
</tr>
<tr>
<td>Employee Benefits Liability Aggregate</td>
<td>$17,000,000</td>
<td></td>
</tr>
<tr>
<td>Commercial Auto Liability</td>
<td>$16,000,000</td>
<td>Includes Umbrella/Excess Limits of $15 M</td>
</tr>
<tr>
<td>Building Limit</td>
<td>100% Liability</td>
<td></td>
</tr>
<tr>
<td>Employee Dishonesty/Crime</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>Educators Legal Liability Per Occurrence</td>
<td>$10,000,000</td>
<td>Shared Limits with D&amp;O/EPLI</td>
</tr>
<tr>
<td>Educators Legal Liability Aggregate</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>Directors &amp; Officers Liability Per Occurrence</td>
<td>$10,000,000</td>
<td>Shared Limits with Educators/EPLI</td>
</tr>
<tr>
<td>Directors &amp; Officers Liability Aggregate</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>Employment Practices Liability Per Occurrence</td>
<td>$10,000,000</td>
<td>Shared Limits with D&amp;O/Educators</td>
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<td>Employment Practices Liability Aggregate</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>Excess/ Umbrella Liability</td>
<td>$15,000,000</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>Excess/ Umbrella Liability</td>
<td>$3,000,000</td>
<td></td>
</tr>
</tbody>
</table>
Section II: SPECIFIC RFA SECTIONS

RFA: Academic Amendments

1. RFA: Add Distance Education
   a. Executive Summary
      i. An overview of the mission and vision for the expanded school or network, noting any revisions to the approved mission and vision for the school relating to the addition of a distance education program.
      ii. A list of the current school campuses
      iii. Proposed model and target communities by zip code
      iv. The outcomes you expect to achieve across the network of campuses with the addition of the distance education program.
      v. The key components of your educational model and how the distance education program aligns with the educational model.
      vi. Key supporters, partners, or resources that will contribute to the distance education program
   b. Targeted Plan
      i. Identify the community you wish to serve as a result of the distance education program and describe your interest in serving this specific community.
      ii. Explain how your distance education model, and the commitment to serve the population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.
   c. Distance Education Requirements
      i. Describe the system of course credits that the school will use.
      ii. Describe how the school will monitor and verify the participation in and completion of courses by pupils.
      iii. Describe how the school will ensure students participate in assessments and submit coursework.
      iv. Describe how the school will conduct parent-teacher conferences.
      v. 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.
   d. Special Education
      i. For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum.
      ii. What systems will you put in place to ensure that staff members are knowledgeable about all legal distance education requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?
   e. Scale Strategy
      i. Describe the steps that you will take to scale your model to new sections, including the people involved and the resources contributed both by the founding campus and the new distance education program.
      ii. If the school is affiliated with a CMO or EMO that operates distance education in other states, compare your efforts to scale distance education operations to Nevada to past scale distance education efforts in other states.
   f. Student Recruitment and Enrollment
i. Explain the plan for student recruitment and marketing for the new distance education program that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). 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.

ii. 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 distance education applications and how long the window will last prior to conducting a lottery.

iii. What distance education 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?

g. Services
   i. Provide a description of how the school leadership team will support the distance education 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.
   ii. Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers—including new investments necessary to support this distance education expansion. 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, including the management of user rights and privileges.

h. Financial
   Describe the costs associated with the inclusion of the Distance Education program including technology infrastructure and support mechanisms across your school, staff, and teachers—including new investments necessary to support this distance education expansion. 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, including the management of user rights and privileges.

2. RFA: Add Dual-Credit Program
   Charter schools which would like to provide a program where a student may earn college credit for courses taken in high school must request this amendment by responding to the general sections of this RFA and the following specific program questions.
   a. Describe the proposed duration of the relationship between the charter school and the college or university and the conditions for renewal and termination of the relationship.
   b. Identify roles and responsibilities of the governing body of the charter school, the employees of the charter school and the college or university.
   c. Discuss the scope of the services and resources that will be provided by the college or university.
   d. Explain 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.
e. Describe the manner in which the college or university will ensure that the charter school can effectively monitors pupil enrollment and attendance and the acquisition of college credits.
f. Identify any employees of the college or university who will serve on the governing body of the charter school.

Provide as an Attachment __, 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.

3. RFA: Change Mission and/or Vision
   For an RFA to accomplish this objective:
   a. Complete and submit your RFA with the General application sections above completed.
   b. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.
   c. Indicate “N/A” for any below requested response that is not applicable to your request.

4. RFA: Eliminate a grade level or other educational services
   For an RFA to accomplish this objective, pursuant to NAC 388A.325:
   a) Complete and submit your RFA with the General Requirements sections above completed.
   b) The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

5. RFA: EMOs/CMOs: Entering, amending, renewing, terminating charter contract with EMO/CMO
   a) School Management Contracts
      1. RFAs for “entering into, amending, renewing or terminating a contract with an educational management organization” are processed pursuant to NAC 388A.575
      2. Contracts with EMOs are regulated in part pursuant to NAC 388A.580.
      3. Limitations on the provision of teachers and other personnel by EMOs is regulated pursuant to NAC 388A.585.
      4. Please provide the EMO’s Tax Identification Number (EIN), Organizational Location Address, and Organizational Mailing Address.
      5. How and why was the EMO selected?
      6. If this amendment would result in the approval of an EMO other than that approved in the initial charter application, please explain in detail the rationale for the change.
      7. Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).
      8. Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls (including any compensatory controls) that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.
      9. Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider 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 service provider and any other current or prospective vendor or contractor (including the landlord), 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.

10. Provide a brief overview of the organization's history.

11. List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shortened or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

12. Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and all other authorizer personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

13. List any and all management contract non-renewals, shortened or conditional renewals, or renegotiations or reductions in services provided for any of the schools managed by the organization and provide explanations. For all such schools which are still in operation, please provide contact information, including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

b) 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 criteria and procedures for the selection of contractors and the
mechanism by which the board will monitor and hold the contractor responsible for providing such services.

2. 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.).

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

4. Describe the campus’, school’s, and any management organization’s distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.

5. Submit a completed financial plan for the proposed school as an Attachment (the format of this is left to the applicant’s discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school’s business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

6. Submit, as an Attachment, a detailed budget for the operator at the network level (the format of this is left to the applicant’s discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school’s business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

7. Provide, as an Attachment, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.

8. Complete the audit data worksheet in Attachment. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state’s charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in Attachment.

Attachments Necessary for EMO Amendment

1) A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.
2) Agenda for Board Meeting Where Board Voted to Request an Amendment to Contract with an Educational Management Organization, Renew a Contract with an Educational Management Organization, Terminate a Contract or Discontinue Negotiations with an Educational Management Organization, and/or Amend a Contract with an Educational Management Organization.

3) Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Contract Educational Management Organization, Renew a Contract with an Educational Management Organization, Terminate a Contract or Discontinue Negotiations with an Educational Management Organization, and/or Amend a Contract with an Educational Management Organization.

4) Final Term Sheet

5) Final, negotiated and executed contract between charter school and educational management organization which complies with NRS 388A, NAC 388A and all other applicable laws and regulations.

6) A term sheet signed by the Chief Executive Officer of the Service Provider setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;

7) Crosswalk of academic, organizational, and financial framework deliverables under the charter contract which will be delegated to or supported in whole or in part by the Educational Management Organization.

8) Documentation of Service Provider’s non-profit or for-profit status

9) Documentation of Service Provider’s authorization to do business in Nevada (e.g. current business license)

10) Budget Narrative

11) School Budget

12) Network Budget

13) Historical Audits

14) Audit Data Worksheet
   (a) Academic Performance Worksheet
   (b) Good Cause Exemption Letter
   (c) A final 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.

6. **RFA: Enrollment: Expand Enrollment In Existing Grade Level(s) And Facilities**

   The purpose of this Expansion Amendment Request is to assess the potential of existing charter school boards to produce high-quality student outcomes and function as highly effective, accountable, and transparent providers of public education as they add new students and demonstrate the capability and
maturity to achieve at consistently high levels in all domains while continuing to scale their impact in their communities and in other communities across the state.

a. Please detail how this proposed expansion aligns to the current SPCSA Academic and Demographic Needs Assessment.

b. Please provide academic performance data broken down by subgroups. What is the school’s assessment of its current work in preventing performance gaps? If gaps exist, how is the school working to ensure that these gaps are reduced? How will the school work to prevent gaps with expanded enrollment?

c. Please provide an overview of discipline data, broken down by subgroup. What is the school’s assessment of its current work in preventing disproportionate discipline practices? How will the school work to prevent disproportionate discipline practices with expanded enrollment? Please be sure to speak to the restorative justice practices implemented at the school.

What is your current enrollment for the prior years in your current contract?

<table>
<thead>
<tr>
<th>Year</th>
<th>Enrollment</th>
</tr>
</thead>
</table>

What is your projected enrollment for the years for which you are requesting an expansion?

<table>
<thead>
<tr>
<th>Year</th>
<th>Enrollment</th>
</tr>
</thead>
</table>

7. **RFA: Enrollment: Expand Enrollment in New Grade Level(s)**

For an RFA to accomplish this objective:

a) Complete and submit your RFA with the General application sections above completed.

b) The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

The purpose of this Expansion Amendment Request is to assess the potential of existing charter school boards to produce high-quality student outcomes and function as highly effective, accountable, and transparent providers of public education as they add new students and demonstrate the capability and maturity to achieve at consistently high levels in all domains while continuing to scale their impact in their communities and in other communities across the state.

The expansion request is evaluated based on the strength of the plan in each of those domains, while applicants are evaluated based on their capacity to execute the program they’ve proposed both based on the coherence, thoroughness, and thoughtfulness of each element of the application and on the data gathered during both the (discretionary) capacity interview process and background research and due diligence on both proposed members of the expanded governing board and proposed staff members. Successful requests will share many of the same characteristics.

This amendment request form pre-supposes that the school plans to utilize the existing facility.
If the current facility requires no construction or renovation to accommodate the addition of these new grades, then provide a brief narrative at each attachment attesting to that fact. Each attestation must be signed by the chair of the governing body and the school leader, must be notarized, and must be remediated to be accessible pursuant to Section 508 of the Rehabilitation Act.

If the existing campus or campus(es) requires any construction or renovation after the date of submission of this request and prior to the commencement of instruction, then answer the applicable specific facility related section questions.

   a. Please detail how this proposed expansion aligns to the current SPCSA Academic and Demographic Needs Assessment.
   b. Please provide academic performance data broken down by subgroups. What is the school’s assessment of its current work in preventing performance gaps? If gaps exist, how is the school working to ensure that these gaps are reduced? How will the school work to prevent gaps with expanded enrollment?
   c. Please provide an overview of discipline data, broken down by subgroup. What is the school’s assessment of its current work in preventing disproportionate discipline practices? How will the school work to prevent disproportionate discipline practices with expanded enrollment? Please be sure to speak to the restorative justice practices implemented at the school.

**Facility RFAs**

**General Facility RFA requirements**

1. Describe the school’s capacity and experience in facilities acquisition and development, including managing build-out and/or renovations, as applicable. Provide a description and analysis of any construction or development delays which have impacted a school or campus calendar and schedule in the past and a discussion of any organizational or operational adjustments that have been made to prevent recurrence in the future.

   In regards to the construction of its new building, SLAM has already demonstrated the capacity to develop school property through the establishment of the current campus at which SLAM’s grades 6-12 operate. SLAM engaged Nevada Sports Properties LLC in 2016 to build its current facility which is approximately 80,000 square feet. SLAM and Nevada Sports Properties worked together to ensure the design and phasing of the project would meet SLAM’s needs. The facility was developed in two phases to meet SLAM’s budgetary needs of not incurring the full cost of development in the initial year of operation. SLAM has not experienced any construction or development delays that have impacted the school calendar in the past, and the team who successful built SLAM’s current facilities will use their experience in the design, entitlement, permitting and construction processes to ensure no delays in the future.

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

   Nevada Sports Properties LLC was the entity responsible for acquiring, entitling, financing and overseeing construction for the first two phases of the school. The school entered into a triple net lease with Nevada Sports Properties LLC. The school is responsible for the maintenance of the facility. No costs will be borne
by the school’s EMO related to construction or development of the new building.

3. If a proposed facility has been identified and requires no construction or renovation prior to the commencement of instruction, please provide:
   a) The physical address of the facility and supporting documentation verifying the location, including the Assessor’s Parcel Number and a copy of the Assessor’s Parcel Map for the proposed facility.

   Please refer to Facility Attachment 4 - Proof of Facility Location.

   b) A copy of the current deed on the property (if the school owns the facility) or a copy of the proposed lease or rental agreement noting any additional square footage to be leased.

   Please refer to Facility Attachment 5 – Proposed Lease Agreement.

   c) A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement.

   Please refer to Facility Attachment 5 – Copy of Proposed Lease Agreement.

   d) A copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance the school will submit final documentation in compliance with NAC 386.3265.

   Please refer to Facility Attachment 6 – Copy of Floor Plan.

   e) The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as an Attachment.___.

   Please refer to Facility Attachment 7 – Current Facility Owner.

   f) A copy of the Certificate of Occupancy at Attachment.___.

   Please refer to Facility Attachment 8 - Certificate of Occupancy.

   g) Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as an Attachment.___.

   Please refer to Facility Attachment 9 – Facility Safety Compliance.

   h) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as an Attachment.___.

   Please refer to Facility Attachment 9 – Facility Safety Compliance.
Please refer to *Facility Attachment 10 – Facility Code Compliance.*

4. If a proposed facility has **not** been identified or the proposed facility **requires any construction or renovation** prior to the commencement of instruction, please provide:
   a) Either a discussion of the desired community of location and the rationale for selecting that community **AND** an assurance that the school will submit the documentation required in 1(a) for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an Attachment OR the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor’s Parcel Number and a copy of the Assessor’s Parcel Map for the proposed facility as an Attachment.

SLAM is requesting that its current landlord undertake the design, permitting, financing and construction of an additional building on the site of its existing facility. The physical address of the facility is 1095 Fielders Street, Henderson. The parcel number is 16134202003. A copy of the Assessor’s Parcel Map is attached as *Facility Attachment 11.*

   b) Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility **AND** an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an Attachment OR, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as an Attachment.

SLAM’s current landlord, Nevada Sports Properties LLC will construct an approximately 47,000 square foot building on the site of its existing facility, designed in cooperation with SLAM for students in grades K-5. SLAM and its landlord will enter into an amendment to SLAM’s current lease for the additional facilities by the end of Fall, 2019. SLAM will submit a copy of the lease amendment to the SPCSA in compliance with NAC 386.3265

   c) Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage **AND** an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an Attachment OR, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet **AND** an assurance that the school will submit final documentation in compliance with NAC 386.3265 as an Attachment.

Please see the floor plans attached as *Facility Attachment 6,* which shows the square footage of the to-be-constructed addition.

   d) Either a description of the process and resources the school will use to identify a facility **AND** an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an Attachment OR, if a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as an Attachment.
Nevada Sports Properties LLC, 6457 Sunset Drive, Miami, Florida 33143 is the current landlord for the SLAM school located at 1095 Fielders Street, Henderson. Nevada Sports Properties LLC will build the new facility for the K-5 students on a vacant portion of the land already leased to SLAM. Thus the ownership of the facility and relationships between all parties will remain unchanged from the current status, with Nevada Sports Properties LLC as the owner and developer of the facility and SLAM as the long-term tenant under a triple-net lease. There is no relationship other than that of Landlord and Tenant between the school board, school facilities employees and facility owner.

There is some common ownership within Nevada Sports Properties LLC and the school’s educational management organization, Academica Nevada, LLC. This has been disclosed to SLAM and, to ensure that an arm’s-length relationship exists between the school and developer, the terms of the lease amendment for the proposed additional facilities will be evaluated for fairness by a third party appraiser selected by the school. Furthermore, the Lease is entirely independent of the management agreement; the school’s Board could terminate the management agreement with no impact to its rights as tenant under the Lease. Neither the Lease nor the management agreement infringes on the Board’s authority to independently govern the school. The school will have its independent counsel review the lease amendment, in addition to the review by SPCSA staff.

e) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as an Attachment.

Please refer to Facility Attachment 18 – Gannt Chart.

f) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as an Attachment.

This is answered under subsection (e) above.

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

The school will request an OSHA inspections in compliance with NAC 386.3265 well in advance of occupying the new addition. The school will send the authority a copy of such communication with the Division of Industrial Relations of the Department of Business and Industry.

5. For schools which are seeking to occupy multiple facilities over several years, please list the number of facilities you project operating in each of the next six years and identify all potential target jurisdictions at the county and municipal levels, including any unincorporated areas.

a) Describe the strategy and process for identifying and securing multiple facilities, including any
brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, bond or third-party financing, etc.

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

None of these questions are applicable as SLAM is not seeking to occupy multiple facilities at this time.

6. Please include the organization’s plans to finance these facilities, including:
   a) Indicate whether the school intends to finance these facilities through the Department of Business and Industry (B&I) or another bond conduit. If the school is not using the B&I conduit, please identify the proposed issuer of the bonds. Please provide a rationale for the selection of this issuer, and a comparative analysis with any other issuers considered by the school.

   Not applicable. The school does not intend to finance these facilities through B&I. Financing is the responsibility of SLAM’s landlord. SLAM believes that its landlord will obtain bank financing, but the landlord is solely responsible to obtain and service the bank debt.

   b) Total project cost for each facility

   Estimated project cost for the approximately 47,000 square foot addition is $9,000,000.

   c) Financing and financing assumptions

   The financing assumptions for the requested bond amendment are 5.5% over 30 years.

   d) Total facility costs that the financial model can handle – debt service + lease + maintenance + utilities + etc. for each facility and for the network as a whole.

   Attachment 14 contains the school’s budget, which includes the additional base lease payments for the additional facilities, as well as facilities maintenance, utilities, etc. expenses.

<table>
<thead>
<tr>
<th>Table 13: SLAM Facility Costs</th>
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TOC 10/13/2020 97 of 98
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**Facility RFA Attachments required**
Attachments
October 1, 2020

State Public Charter School Authority
1749 North Steward Street, Suite 4D
Carson City, Nevada 89706

Re: SLAM Request for Amendment

Dear Executive Director Feiden:

Sports Leadership and Management Academy (SLAM) submits the attached Request for Amendment the Charter Contract. As part of this amendment request, SLAM is requesting the following:

Expansion of enrollment in new grade levels. Under the current charter contract, SLAM is approved to serve students in grades 6 through 12. SLAM seeks to amend its charter to serve students in grades Kindergarten through 5th starting in 2021-2022 school year.

SLAM is submitting these amendment requests in the customary amendment application cycle in order to continue offering SLAM's unique high-quality sports integrated education to students of all ages.

Sincerely,

__________________________
Anthony A. Schwartz

Tony Schwartz

SLAM Academy of Nevada, Board Chair
NOTICE OF PUBLIC MEETING
of the
Board of Directors of
SLAM Academy of Nevada

Notice is hereby given that the Board of Directors of SLAM Academy of Nevada, a public charter school, will conduct a public meeting on October 8, 2020 beginning at 12:00 p.m. via Zoom Meeting: https://us02web.zoom.us/j/87581945556 Meeting ID: 875 8194 5556; or via audio: +1 253 215 8782 or +1 346 248 7799.

Attached hereto is an agenda of all items scheduled to be considered. Unless otherwise stated, the Board Chairperson may 1) take agenda items out of order; 2) combine two or more items for consideration; or 3) remove an item from the agenda or delay discussion related to an item.

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any persons requiring assistance may contact Annette Christensen at (702) 431-6260 or annette.christensen@academicanv.com two business days in advance so that arrangements may be conveniently made.

If you would like copies of the meeting agenda, support materials or minutes, please email Annette Christensen at annette.christensen@academicanv.com or visit the school’s website at https://www.slamnv.org/. For copies of meeting audio, please email annette.christensen@academicanv.com.

Public comment may be limited to three minutes per person at the discretion of the Chairperson. To sign up for public comment please email Annette Christensen at annette.christensen@academicanv.com.
AGENDA
October 8, 2020 Meeting of the Board of Directors of
SLAM Academy of Nevada

(Action may be taken on those items denoted “For Possible Action”)

1. Call to Order and Roll Call (For Possible Action)

2. Public Comment and Discussion (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

3. Approval of Minutes from the September 21, 2020 Board Meeting (For Possible Action)

4. Approval and Acceptance of Grant Funding Awarded to SLAM Academy of Nevada for the 2020/2021 School Year: (For Possible Action)
   a. CTE-Allocation
   b. CTE-Perkins Rural
   c. CTE-Perkins Local
   d. Social Worker
   e. CCR-AP
   f. School Safety – School Improvements
   g. AB309
   h. Title I
   i. Title I 1003(a)
   j. Title II
   k. Title III IMM
   l. Title III ELL
   m. Title IVA
   n. SB467/Zoom
   o. SPED Part B
   p. AB3

5. Update by Principal Dan Triana Regarding School Initiatives and Activities (For Discussion)

6. Review and Approval of the SLAM Academy of Nevada Request for Amendment to Add a Dual Credit Program and to Submit on a Request for Good Cause Exemption (For Possible Action)
7. Review and Approval of the Dual Credit Memorandum of Understanding with College of Southern Nevada (For Possible Action)

8. Presentation regarding Prior Year School Data (For Information)

9. Review and Discussion of Current Year Financial Performance (For Discussion)

10. Review and Discussion of Current Enrollment (For Possible Action)

11. Approval to Submit an Application to Request an Amendment to the Charter for the Addition of Elementary Grades at SLAM Academy of Nevada for the 2021/2022 School Year

12. Review and Possible Action to Approve SLAM Academy of Nevada’s Policy Under Senate Bill 147 and NRS 388A.389, 389.320, and 389.330 to Support Students Who are Homeless, Unaccompanied or Who Live in Foster Care (For Possible Action)

13. Discussion and Possible Action Regarding the Reopening Plan and Possible Revision based upon the SPCSA Mandates (For Possible Action)

14. Academica Announcements and Notifications (For Information)

15. Public Comments and Discussion (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

16. Adjournment (For Possible Action)

This notice and agenda has been posted on or before 9 a.m. on the third working day before the meeting at the following locations:

1. SLAM Academy - 1095 Fielders St., Henderson, Nevada 89011
2. Henderson City Hall – 240 South Water Street, Henderson, Nevada
3. Las Vegas City Hall – 495 S. Main St., Las Vegas, Nevada
4. North Las Vegas City Hall – 2250 Las Vegas Boulevard North, North Las Vegas, Nevada
5. Notices.nv.gov
6. Academica Nevada – 6630 Surrey Street, Las Vegas, NV
MINUTES
of the meeting of the
BOARD OF DIRECTORS of SLAM ACADEMY OF NEVADA
October 8, 2020

The Board of Directors of SLAM Academy of Nevada held a public meeting on October 8, 2020 at 12:00 p.m. via Zoom.

1. Call to Order and Roll Call

Board Chair Tony Schwartz called the meeting to order at 12:02 p.m. with a quorum present. In attendance were Board members Tony Schwartz, Tiffany Bailey, Phil Bateman, Adam Feldman, and Ernie Jauregui (arrived 12:04).

Board members Matthew Durham and Rodger Fairless were not present.

Also present were Principal Dan Triana and Academica representatives Colin Bringhurst, Nicole Gerhardt, Kyle McOmber, and Ryan Reeves.

2. Public Comment and Discussion

There was no public comment.

3. Approval of Minutes from the September 21, 2020 Board Meeting

Member Bateman moved to approve the Board meeting minutes from September 21, 2020. Member Feldman seconded the motion, and the Board voted unanimously to approve.

4. Approval and Acceptance of Grant Funding Awarded to SLAM Academy of Nevada for the 2020/2021 School Year: (For Possible Action)
   a. CTE-Allocation
   b. CTE-Perkins Rural
   c. CTE-Perkins Local
   d. Social Worker
   e. CCR-AP
   f. School Safety – School Improvements
   g. AB309
   h. Title I

Attachment 1 - Transmittal Letter & Meeting Agenda/Minutes
SLAM! Nevada
Mr. Colin Bringhurst addressed the Board and stated that the school had been awarded several grants; adding that they were aware of the obligations for the grants and were willing to accept them.

Member Bailey moved to accept the grant funding awarded as listed in a-p for the 2020/2021 school year. Member Bateman seconded the motion, and the Board voted unanimously to approve.

5. Update by Principal Dan Triana Regarding School Initiatives and Activities

Principal Dan Triana addressed the Board and reported that hybrid instruction would be starting on October 12th for the 6th and 12th grade students; adding that they had received positive support from the school’s community regarding the return. He also reported that they had held two virtual informational meetings for their community that discussed cohorts A and B, which included details regarding what the students would be doing during the day; safety procedures that were in place; expectations for masks and the hands-off policy. Principal Triana also mentioned that a virtual open house had also taken place on Tuesday, and that parents could access the link from the school’s website to watch on their own time; adding that the virtual open house helped students get to know their teachers and staff members in a fun way.

Principal Triana also reported that they were preparing to submit an elementary school application, and that the application was due on October 15th; adding that they had received several letters of support from community partners such as UNLV, Central Christian Church, CSN, and others that would be compelling to the charter authority board. He also stated that an elementary survey had been conducted with a 50% response rate, which represented 285 students in the grade levels of K-5 that would attend should the school open in the 2021/2022 school year. Principal Triana noted that, to obtain greater participation, a second survey would be sent tomorrow.

Principal Triana stated that sports had been postponed until the second semester, and that he had been able to visit Faith Lutheran, a private middle and high school in the Las Vegas valley,
with member Schwartz. He continued that Faith Lutheran had a total enrollment of 1,900 students and had been implementing hybrid instruction at every grade level since the beginning of the school year. Principal Triana stated that they had been able to meet the middle school principal and tour the campus; adding that the principal had reviewed their safety procedures and reported that they had not had any cases of Covid since beginning in August. Principal Triana stated that the visit had provided him with a sense of validation for the plan that they had prepared for SLAM Academy of Nevada; adding that he felt they were on the right track, and that SLAM Academy would be the first public school, in the secondary level, that would be opening their doors for students to return on a part-time basis.

6. Review and Approval of the SLAM Academy of Nevada Request for Amendment to Add a Dual Credit Program and to Submit on a Request for Good Cause Exemption

Mr. Bringhurst stated that the Board had previously approved a dual credit charter amendment and MOU with UNLV in January; adding that, when the application was first submitted, the SPCS A had recommended that, due to the tentative nature of the program for the current year with UNLV, the application be withdrawn and resubmitted once an established partner could be obtained and continued into the future. Mr. Bringhurst noted that SLAM was not participating in the program with UNLV anymore, and Principal Triana added that the program with UNLV had been a two-year pilot program and had been discontinued due to cuts in federal funding.

Mr. Bringhurst stated that he, Principal Triana, and the school’s administration team, had been working with CSN to establish an MOU to offer dual credit to SLAM Academy of Nevada students through CSN; adding that the following agenda item pertained to the said MOU. Mr. Kyle McOmber addressed the Board and explained that, based upon the cycle for amendments, a Letter of Intent (LOI) would have been due September 1st for an October 15th submission, and Mr. Bringhurst added that, at the time the LOI was due, an MOU had not been finalized with CSN, nor had a finalized MOU been submitted to the Board for approval before submitting the application. For this reason, Mr. Bringhurst explained that an application would be submitted on a good faith exemption to the regular cycle. He also explained that the application and good faith exemption letter were contained within the support materials beginning on page 16.

Mr. Bringhurst stated that he had spoken with the SPCS A about the situation and wanted the Board to have an opportunity to review the application; adding that, once approved by the Board, the LOI and application would be submitted.
Member Bailey moved to approve an amendment to add a dual credit program and to submit on a request for good cause exemption. Member Bateman seconded the motion, and the Board voted unanimously to approve.

7. Review and Approval of the Dual Credit Memorandum of Understanding with College of Southern Nevada

Mr. Bringhurst stated that this had been the MOU that had been discussed in the prior agenda item; adding that the Board’s counsel had approved the MOU with CSN. Member Schwartz confirmed that the MOU would not be linked to UNLV, only to CSN. Mr. Bringhurst replied affirmatively.

Member Feldman moved to approve the dual credit MOU with CSN. Member Bailey seconded the motion, and the Board voted unanimously to approve.

8. Presentation regarding Prior Year School Data

This item was tabled.

9. Review and Discussion of Current Year Financial Performance

Ms. Nicole Gerhardt addressed the Board and provided a brief introduction of herself. She then reviewed the schools financial performance as presented in the support materials; adding details to the positive and negative variances presented in the report. Ms. Gerhardt stated that the 1st quarter DSA revenue, which was actually based upon the previous 4th quarter enrollment, would be trued-up later, and that SPED revenue funding had not been received yet. She continued that the paperwork for the PPP loan revenue was in the processes of being submitted and that it would take two to three months for the funds to be received. Ms. Gerhardt reported that the most notable under budget items included salaries, professional services, facilities/operations and management, rent/interest, and food service management; adding that the majority of the savings came from items not being utilized for the month of July.

Member Bateman stated that the budget made sense, and member Schwartz welcomed Ms. Gerhardt to the team.
10. **Review and Discussion of Current Enrollment**

Mr. Bringhurst stated that he wanted to let the Board know where the enrollment projections were for the current year; adding that the budgets were created at 95% of projected enrollment, which allowed a cushion for attrition throughout the school year. He stated that, historically, SLAM had a good attrition rate and that the school maintained a steady enrollment, but with everything that had happened right before the commencement of the school year, enrollment had now been affected. Mr. Bringhurst explained that the school was near the projected levels in most grades with the exception of 6th grade, which was 32 students below what had been projected.

Mr. Bringhurst stated that, since the announcement of bringing SPED students, disadvantaged learners, and 6th and 12th grade students back in a hybrid model, the school had only received three additional 6th grade applications; adding that one application had been confirmed and one had been accepted. Mr. Bringhurst stated that they were hoping to add more 6th grade applicants before the 12th of October; adding that the school was under budget on their revenue due to working below their 95% enrollment projection rate. Mr. Bringhurst explained that marketing efforts towards 6th graders would continue in order to fill the 32 empty seats and that there were heavy weight lists in every grade with the exception of 6th and 10th; adding that, traditionally, SLAM had not had attrition during the school year.

Member Bateman stated that, with the 6th grade students returning on the 12th, they could see an increase in applications at that time; adding that the returning students could be a strong influence to their outside friends from a marketing standpoint. Mr. Bringhurst also stated that Principal Triana and his team had been working with the Marketing Specialist at Academica, to develop unique and attractive ways to get the word out. Member Schwartz stated that the situation was concerning, and asked if the students on the heavier weight lists could be enrolled to off-set the low enrollment numbers in the 6th grade. Mr. Bringhurst replied that they could do things like that, but that it would create a bubble affect until those more-populated grades had worked their way through to graduation; adding that, if the Board chose, the topic could be discussed further at the next Board meeting.

Member Bailey stated that opening up to the 6th and 12th grade students would be a marketing tool by itself, especially since CCSD had not released any type of opening plan yet; adding that, even at Pinecrest, 6th grade enrollment was an issue. Mr. Bringhurst also agreed, and stated that 6th grade enrollment was an issue at all charter schools; adding that 9th grade was also a difficult grade to fill due to the nostalgia of being in a regular high school. Member Bailey stated that, even when students left for CCSD, most returned due to the fact that the district and the charters offered drastically different experiences; adding that word-of-mouth played an integral part as well.
Principal Triana asked if the additional enrollment beyond the caps in 11th and 12th grade could off-set the missing numbers in 6th grade from a financial standpoint. Mr. Bringhurst replied in the negative; adding that the caps were set well below where enrollment stood currently, and that the caps were not used for projections or the budget. Member Schwartz voiced his concern and asked whether this situation was a red or yellow situation. Mr. Bringhurst replied that it was a yellow situation; adding that the budget was set at 95%, which if exceeded then would operate on a surplus. Mr. Bringhurst stated that it was his hope that they could increase the numbers in 6th grade, and member Schwartz requested that this item be brought back to the Board at the next meeting.

11. Approval to Submit an Application to Request an Amendment to the Charter for the Addition of Elementary Grades at SLAM Academy of Nevada for the 2021/2022 School Year

Mr. Bringhurst stated that the process for submitting an application to amend the charter for the addition of elementary grades was the same as the prior year; adding that, through earlier conversations with the SPCSA, a better history of consistent success in the middle and high school had been encouraged along with a better curriculum. He continued that an LOI had been submitted on September 1st to submit a modified application that included additional details and data from the prior year. Mr. Bringhurst explained that a small meeting had been held with the SPCSA, SLAM administration, and two members of the Board earlier in the week, and that prior year school data from Jessica Barr had been presented; adding that the data looked impressive and demonstrated a good track record of success for the school. He also stated that there was a good educational plan for grades K-5 and that he was asking for the Board’s approval to submit the application.

Mr. Bringhurst stated that Mr. McOmber had been working closely with Principal Triana and his team on the application and was available to answer any questions. Member Bailey asked what the main changes had been from last year’s application. Mr. McOmber replied that more substance and strength had been added to the curriculum and academic plan that had been selected for the elementary levels, specifically adding texts, a scope and sequence that would showcase the individual levels that would take place in the very subjects at grade levels K-5. He also stated that there were around ten letters of community support that had been written on behalf of Principal Triana and SLAM Academy of Nevada.

Member Bailey asked whether or not the prior year school data would be sufficient for the SPCSA to approve the amendment. Mr. Bringhurst replied affirmatively; adding that the data was strong and the SPCSA had had more experience with Ms. Barr and trusted her ability to provide accurate data. Member Bailey asked if the charter authority would be looking strictly at Nevada data or if there would be a comparison with the elementary schools in Florida. Mr. Bringhurst replied that the success of the school in Nevada at the middle and high school level would be the
most important aspect; adding that, at the time, SLAM did not have a graduating class. Now SLAM
could boast of a 100% graduation rate and an almost 5-STAR high school rating. Member
Schwartz stated that he appreciated being on the call with the SPCSA, and thanked Mr. Bringhurst
and Principal Triana for their impressive leadership abilities and for keeping the Board involved
in the process.

Member Bailey moved for approval to submit an application to request an
amendment to the charter for the addition of elementary grades at SLAM Academy of
Nevada for the 2021/2022 school year. Member Bateman seconded the motion, and the Board
voted unanimously to approve.

Member Schwartz asked when the Board would know whether or not the amendment was
approved. Mr. Bringhurst stated that official approval of amendments would be on the SPCSA’s
agenda for January; adding that an earlier indication would be proved to the school prior to that in
November. Mr. Ryan Reeves addressed the Board and stated that the SPCSA had also requested
the school’s audit; adding that Academica would make SLAM’s audit a priority in order for it to
be available as soon as possible.

12. Review and Possible Action to Approve SLAM Academy of Nevada’s Policy Under
Senate Bill 147 and NRS 388A.389, 389.320, and 389.330 to Support Students Who are
Homeless, Unaccompanied or Who Live in Foster Care

Mr. Bringhurst explained that the policy had come from a recent bill; adding that the policy
was written by Academica staff member, John Barlow, and SLAM’s Assistant Principal Jennifer
Williamson. Mr. Bringhurst stated that they had collaborated with the SPCSA and the policy had
been revised according to their recommendations ensuring there would be support for homeless
and foster children; adding that the policy would be used at all Academica high schools. Member
Schwartz asked how many homeless students were at the school. Principal Triana replied that there
were around 30; adding that the term, “homeless”, would be considered for those that lived in
temporary situations such as Budget Suites, foster homes, and/or living with a relative instead of
a parent(s).

Member Bateman moved to approve SLAM Academy of Nevada’s policy under
Senate Bill 147 and NRS 388A.389, 389.320, and 389.330 to support students who were
homeless, unaccompanied, or who lived in foster care. Member Feldman seconded the
motion, and the Board voted unanimously to approve.
13. Discussion and Possible Action Regarding the Reopening Plan and Possible Revision based upon the SPCSA Mandates

Mr. Bringhurst reminded the Board that they had voted to reopen the school under the mandates that the building capacity would stay under 25% and would include 6th graders, 12th graders, ELL students, students with IEP’s, 504’s, and those with connectivity issues. Mr. Bringhurst stated that, in the past few weeks, the data in Clark County had been trending better; adding that, under the mandates, when the SPCSA deemed that we were in baseline level the school would be able to expand up to 50% capacity. Mr. Bringhurst stated that the Board could discuss and deliberate the next steps should the SPCSA move charters into baseline level; adding that his recommendation to the Board would be to give Principal Triana the authority to move from 25% to 50% capacity should the school be able to under the mandates from the SPCSA.

Member Bateman moved to give Principal Triana the authority to move the reopening from 25% to 50% if baseline was hit. Member Bailey seconded the motion, and the Board voted unanimously to approve.

14. Academica Announcements and Notifications

Mr. Bringhurst stated that Academica was in the process of hiring an HR Director to give improved, expanded, and additional services to the employees and administrators at the schools in regards to HR practices and procedures; adding that they had not hired anyone yet, but that they were well into the process.

15. Public Comment and Discussion

There was no public comment.

16. Adjournment

The meeting was adjourned at 12:49 p.m.

Approved on: _____________________

____________________________________
Secretary of the Board of Directors
SLAM Academy of Nevada.
To Whom It May Concern,

I am writing to express my support for the Elementary School expansion of SLAM Academy. As a neighbor of SLAM Academy, Central Church gets to see first-hand the amazing commitment SLAM academy has made to its community. The active involvement from the administration, teachers, and staff is exemplary.

SLAM Academy has gone above and beyond to build bridges within the city and support the community they actively participate in. The approval of the Elementary School expansion will only increase their involvement within the area they serve and will add value to our city.

I believe the programs they provide will benefit the families of Las Vegas and Henderson. Providing a variety of educational pathways that support not only the standard curriculum but additionally encourages the students to grow in their desired focus. The dedication of the entire SLAM team to see the students thrive and give back to their community is something to be celebrated.

Respectfully,

Andrea Kessler
September 27, 2020
To Whom It May Concern:

I am reaching out directly to communicate the need of a Slam Elementary School here in the Southern Nevada region.

A Slam Elementary School would fill a huge gap in terms of providing a quality nurturing environment. Las Vegas has a need for this level of education. It is imperative that we have a proven leader in achieving results in laying the groundwork for our children.

The Slam model of teaching continuously challenges the potential of students by having current technology available, providing safe facilities, and employing some of the brightest minds in education. Slam encourages the participation of the students families in their learning. They also maintain a simple streamline of communication throughout a students career.

I appreciate that Slam has a unique and racially diverse student body. During these times we find ourselves in, it’s great to know that teachers at Slam are being very positive as they help our children truly understand that they are being taught in a very productive and trusting manner.

I currently have a son in middle school and one in high school. My third son is almost five years old and I would love to know that he doesn’t have to struggle through different models of education until he arrives to sixth grade here at Slam. Please be thoughtful in considering allowing Slam to be able to start our little guys from the start.

Sincerely,
Jose M. Montoya
Managing Partner
Apparel Obsession Inc/Phoenix Bar
9/30/2020

To Whom It May Concern:

I am writing this letter of support for SLAM Academy.

The goals of SLAM Academy provide for a systemic approach to raising academic achievement of students in Las Vegas, Nevada. The recent history of SLAM Academy partner schools demonstrates the commitment of school personnel in developing a charter based elementary school based on educational research and providing the support necessary to successfully implement these programs. The result has been continuous improvement in the academic achievement of students.

As the Director of Therapy Services at Centennial Hills Hospital, I highly support SLAM Academy and believe this expansion will serve the community greatly. I have seen the benefits of the SLAM model positively impact students, creating well rounded student athletes.

Respectfully,

Joel Vidana, PT, DPT, MBA
Director of Therapy Services
Centennial Hills Hospital Medical Center
To Whom It May Concern:

I am writing to express my support for the approval of SLAM Nevada Elementary School. I believe that the addition of an elementary school to the current standing programs that the secondary campus provides would be one of the most valuable assets to our community.

I have worked with the staff and students at SLAM and in my experience have come to find a wonderful team of educators and passionate students who are years ahead of their peers to be prepared to enter into the workforce more than prepared. I feel strongly that SLAM Nevada Elementary school will not only benefit our local community, but national representation in the industries students have been prepared for starting at such a young age.

As a product of the Clark County School District from elementary school through college, I know firsthand the importance of finding a school that helps build upon a strong foundation of academics and specialized interests. I feel that my success can be contributed to the charter program I attended that allowed me to flourish and find success in my career with the skills they helped me build at an early age, including accountability, responsibility and independence.

It is my strong belief that a program such as SLAM Nevada Elementary will fill a need in our community for K-8th graders so they can enter into the secondary program well prepared and full of enthusiasm. This school will be a great addition to the existing tuition-free, public charter schools in Clark County.

Potential areas for partnership include: Mentorship with local sports teams, news organizations and management organizations. Collaboration and internship opportunities for students to gain real world experience while also having their work featured on a large scale.

I support SLAM Nevada Elementary School and would be very happy to support an excellent school of choice in our community.

Sincerely,

Carrie Roper
Emmy-Award Winning Television and Digital Content Producer
September 28, 2020

To whom it may concern,

I am writing to express my support for the approval of SLAM Academy of Nevada for expansion to service grade level education in Clark County Nevada.

As a community member and business owner I am excited for our city to have more unique and innovative elementary school options to better serve our community. The majority of elementary schools in CCSD are underperformed and there is a desperate need to have alternative options that can provide a high-quality education for children in grades K-5. We believe SLAM will be the change our community needs to bring greater value to our educational system.

During the recent years we have been community partners with SLAM Nevada middle and high school providing sports physicals and sponsorships. In a short period of time SLAM has distinguished themselves and have provided a better educational option than the surrounding middle and high schools in the area they serve. Our students deserve a better alternative educational option that will provide an exciting and healthy educational environment where they can grow and thrive. Not only academically but also socially and athletically.

Feel free to contact me if you have any questions.

Sincerely,

Dr. Cheree S Johnson
September 24, 2020

Topic: SLAM Educational expansion in Clark County Nevada

To Whom It May Concern,

I, Wilson Ramos (Director of Workforce & Community Engagement) am writing to show our Support for SLAM Academy of Nevada for expansion to service grade level education in Clark County Nevada.

As a community provider, CPLC Nevada Inc finds great value in education, specifically at the elementary level. We believe SLAM will be the change agent our community needs to bring greater value to our educational system.

SLAM will serve as a great addition to the existing tuition-free, public charter schools in Clark County. SLAM Academy will bring a proven educational approach to Clark County, serving a diverse student population reflective of our community.

CPLC stands behind SLAM and the impact they have had in our community. We hope this letter serves as a strong reference to improve SLAM’s value through this expansion.

Sincerely,

Wilson Ramos
Director of Workforce & Community Engagement
702-972-9149
Wilson.ramos@cplc.org
To Whom It May Concern:

As a native Las Vegas resident and professional engaged in education, I enthusiastically submit this letter of support for our city to provide innovative and pioneering elementary educational options to serve students and their families in our community. As an educator, Vice Chair on the National Board of Directors for Youth Advocate Programs, Inc. and as a member of the Clark County Department Juvenile Justice Services Citizens Advisory Council, I am aware of the concerning need to offer alternative opportunities which can deliver high-quality educational programs for K-5 grade levels.

During the recent years we have partnered with SLAM Nevada middle and high school programs to inform children about post-secondary opportunities in both higher education and workforce education. Furthermore, we have collaborated with SLAM to develop dual-credit opportunities for high school students, which will provide them a head-start into a traditional college pathway.

I have witnessed the educational and personal impact SLAM has had and continues to imminently have in our community at-large. It has notably distinguished itself in a brief period amongst surrounding middle and high school institutions within the surrounding areas in regard to its academic performance outcomes. I am confident with the establishment of an elementary component it will continue to do so even more so. Our future generations of Nevadans deserve ample alternative educational options which will provide healthy and holistic educational environments where students can grow and thrive academically, socially, and athletically.

Feel free to contact me if you have any questions at (702) 651-4737 or Ricardo.Villalobos@csn.edu.

Sincerely,

Ricardo Villalobos, Ph.D.
Executive Director, College of Southern Nevada Division of Workforce & Economic Development
September 25, 2020

Dear State Public Charter School Authority of Nevada:

I am writing to show my support for SLAM Academy of Nevada. I believe SLAM Academy will greatly benefit our community in a number of ways.

I have worked closely with SLAM Academy of Nevada for 4 years and feel confident in expressing my full support for their success. Their administration has been a pleasure to work with.

I have been the Commissioner of the Nevada Choice Schools Athletic Association (NCSAA) for 2 years. Our mission at NCSAA has been supported by SLAM Academy through their participation in choice school athletics. SLAM Academy of Nevada was one of the founding schools of our organization. We’re proud to say that through their help we now have 54 member schools participating in sports together. Without their leadership this would not have been possible. They continue to help find ways to better our community. We hope that you will support their expansion efforts.

I eagerly anticipate collaborating with SLAM Academy of Nevada for many years to come.

Sincerely,

Justin Phelps
Commissioner
Nevada Choice Schools Athletic Association
To Whom It May Concern,

My name is Eric Jimenez and I am a news reporter for Telemundo Las Vegas. I work constantly with the community and I want to express my complete support for the Elementary School expansion of SLAM Academy. I have been following the amazing and inspiring work SLAM Academy has made to the community and students. The administration, teachers and staff are hardworking, always giving the extra mile.

I believe that the approval of the Elementary School expansion will be a great asset for the city and to prepare the students in an exceptional way. The program can benefit in short and long term, multiple families of Las Vegas and Henderson. In difficult time like the one we are facing with the COVID-19 pandemic, SLAM Academy is needed to support the students and the community.

Thanks for your attention,

Eric Jimenez
News Reporter
Noticiero Telemundo Las Vegas
702-272-5948
25 September 2020

I am writing to express support for the approval of an Elementary School component of SLAM Nevada. The history and performance of SLAM Nevada’s 6-12 program demonstrates the value and commitment SLAM personnel have to the growth and academic achievement of students in the Las Vegas Area.

USA Wrestling of Southern Nevada serves as the United States Olympic Committee affiliate preparing Nevada’s youth as they follow their Olympic dreams. We serve over 2800 members in the Nevada wrestling community and provide programs for Kindergarten students through post-graduate Olympic hopefuls. A SLAM Nevada Elementary School will be a great addition to the existing tuition-free, public charter schools in Clark County.

Wrestling is widely considered to be the oldest and most widely diverse sport at the international level. We believe SLAM Nevada’s commitment to bringing a proven educational approach to our diverse elementary student population will enhance our community and is consistent with our mission in spreading the Olympic spirit.

Warm Regards,

[Signature]
Rob Cate
President
Rob@Nevadawrestling.org
October 1, 2020

RE: Letter of Recommendation for SLAM Academy of Nevada

To Whom It May Concern:

I am writing to express my support for the approval of SLAM Academy of Nevada. I believe that SLAM Elementary School will be an incredible asset and of great benefit to our children, families, and local community.

During a recent partnership with the Academic Success Center of the University of Nevada, Las Vegas, SLAM Academy demonstrated their tremendous support for students in an early college dual enrollment program. Understanding this valuable opportunity for students to earn college credits, SLAM Academy was willing to work with their students to ensure participation, and provided substantive counseling as the students prepared for their transition to post-secondary education. The SLAM Academy students who enrolled in our Advanced Studies Program earned an average UNLV GPA of 3.57, a clear sign that these students are being effectively prepared and guided toward academic success. I believe the dedication and support that SLAM Academy has shown for their high school students will be emulated in their approach to elementary school education.

SLAM Academy will be a great addition to the existing tuition-free, public charter schools in Clark County, NV. SLAM Academy will bring a proven educational approach to Las Vegas, serving a diverse student population reflective of our community.

The UNLV Academic Success Center enthusiastically supports the application for the SLAM Academy of Nevada’s expansion into elementary education.

Sincerely,

Michael Hack, M.Ed.
Coordinator of Academic Transitions & Engagement
UNLV Academic Success Center
September 28, 2020

Re: SLAM Academy Educational Expansion

To Whom It May Concern:

Last year I had the privilege of teaching and advising a First Year Seminar for the UNLV Dual Enrollment Program. Although this course is required for college freshmen, several SLAM Academy students were students in my class. I noticed a difference in the level of comraderie and work ethic between the SLAM students and those from other high schools. As I read through the essays and watched presentations from all of the students it became clear that the leadership and postsecondary preparation mission on SLAM’s homepage was the difference in the SLAM students.

I fully support the effort for SLAM Academy to expand and include elementary school grades as well. As a Retention-Progression-Completion Coordinator/Advisor I am concerned that this school year with all of its “firsts” will have a negative impact on incoming college students. SLAM Academy is experienced in providing a strong postsecondary preparation, and I believe they will be able to navigate a strong solution to preparing elementary students for secondary education.

I look forward to assisting SLAM Academy graduates as they attend UNLV, and I stand behind their request to broaden their impact to younger students.

Sincerely,

Debra Pattni

Debbie Pattni
Retention, Progression, & Completion Coordinator, Wilson Advising Center
College of Liberal Arts
University of Nevada, Las Vegas
debbie.pattni@unlv.edu
Office: 702-895-1997
Web Twitter Facebook Instagram YouTube
Top 3 percent nationally in research activity.
The Vegas Golden Knights are writing to express our support of SLAM Nevada expanding their curriculum to include grades K-5. We firmly believe that this expansion will be a tremendous asset for our community.

The city of Las Vegas is uniquely positioned as the Sports and Entertainment Capital of the World. In just the last four years, the city has welcomed the NHL, WNBA, NFL and AHL, all of which now proudly call the Las Vegas area home. When you add in UNLV athletics, the UFC, Minor League Baseball, Minor League Soccer, NASCAR, Rugby, Rodeo and the dozens of other marquee sports events and championships that are held in Las Vegas, you can see the incredible sporting options that exist in our market for locals and visitors alike.

The work that SLAM Nevada does is perfectly aligned to meet the demands of the city’s evolving sports and entertainment industry landscape. With this increase in games and events comes a need to increase sports leadership experience and technical expertise. I personally visited SLAM Nevada’s headquarters and was impressed with the breadth of their curriculum, course offerings and vision. At the Golden Knights we are always on the lookout for designers, content producers, production staff and crewing. SLAM Nevada is truly helping to mold the next generation of leaders in our community and helping boost the city’s creative workforce.

SLAM promotes higher levels of student engagement in the curriculum through mentoring opportunities, community service projects, career advisors and athletes as role models, allowing for students to build positive relationships with their peers, their teachers, and their community.

Expanding the SLAM curriculum to K-5 will help meet the challenges and opportunities that the transformation of our city is undergoing. The Golden Knights are proud to support SLAM students and leaders in their mission.

Kerry Bubolz
President, Vegas Golden Knights
**Snapshot:** Approximately 516 families responded to the SLAM! Elementary School Interest Survey. Of the 516 that responded, 230 families have elementary students. Of those that have elementary students, 95.2% responded “Yes” they would send their elementary student(s) to SLAM! Elementary School. The 230 families would enroll 283 K-5 elementary students for the 2021-2022 school year.

Would you send your student(s) to SLAM! Elementary K-5 if it was available? ¿Enviaria usted a su estudiante a SLAM! Elementary K-5 si estuviera disponible?

230 responses

What grade(s) would your student be attending for the 2021-22 School Year? (Check all that apply) ¿Qué grado(s) asistiría su estudiante el año escolar de 2021-22? (Marque todo lo que aplique)

230 responses

Click here to view the survey and responses.
SLAM! Elementary School Questionnaire

We are conducting research to help support our efforts to bring an elementary school to our campus. As a current member of our community, we are asking you to complete this survey to aid in our efforts. We intend to apply for an elementary school by October 15, 2020. Please complete this survey by Wednesday, September 30th.

Estamos llevando a cabo investigaciones para ayudar a apoyar nuestros esfuerzos para traer una escuela primaria a nuestro campus escolar. Como miembro actual de nuestra comunidad, le pedimos que realicé esta encuesta para apoyar nuestros esfuerzos. Tenemos la intención de solicitar una escuela primaria antes del 15 de Octubre de 2020. Por favor realicé esta encuesta antes del Miércoles 30 de Septiembre. o

* Required

1. Untitled Question

   *Mark only one oval.*

   - Option 1

2. Do you have elementary (K-5) age students in your household? ¿Tiene estudiantes de primaria (K-5) en su hogar? *

   *Mark only one oval.*

   - Yes
   - No

   *Skip to question 3*

   *If you selected yes...*

3. What is current your zip code? ¿Cuál es su código postal actual? *

   ________________________________
4. How many elementary (K-5) age students are currently in your household? ¿Cuántos estudiantes de primaria (K-5) hay en su hogar? *

Mark only one oval.

☐ 1 (one)
☐ 2 (two)
☐ 3 (three)
☐ 4 (four)
☐ 5+ (five or more)

5. Would you send your student(s) to SLAM! Elementary K-5 if it was available? ¿Enviaría usted a su estudiante a SLAM! Elementary K-5 si estuviera disponible? *

Mark only one oval.

☐ Yes
☐ No

6. What grade(s) would your student be attending for the 2021-22 School Year? (Check all that apply) ¿Qué grado (s) asistiría su estudiante el año escolar de 2021-22? (Marque todo lo que aplique) *

Check all that apply.

☐ Kindergarten
☐ Grade 1
☐ Grade 2
☐ Grade 3
☐ Grade 4
☐ Grade 5
☐ Grade 6

Other: ☐

Contact Information
7. Parent/Guardian Last Name *


8. Parent/Guardian First Name *


9. Parent/Guardian Email *


This content is neither created nor endorsed by Google.

Google Forms
Jill A. Cribari

Performance Highlights
- Administrative duties 6-12, SLAM, 2019-2020
- Project facilitator, School Improvement Department, CCSD 2018-2019
- District level presenter K-12, 2012-2019
- Lead curriculum writer middle school full-day summer program, 2016-2018
- Project management middle school full-day summer program, 2016-2018
- Professional learning development for school sites, 2004-2018

Education
- M.S. Education Administration  Grand Canyon University, 2009
- M.S. Elementary Reading and Literacy  Walden University, 2008
- Teaching Credential Program  San Francisco State University, 1993
- Bachelors of Art, English  University of San Francisco, 1991

Certifications
- NV State Elementary Education
- NV State Literacy Endorsement
- NV State Administration Endorsement
- TESL Endorsed

Key Qualifications
- Curriculum writing experience
- Professional development writing and presentation experience
- Experience with teacher conference cycle
- Experience with master scheduling
- Multi-Tiered System of Support trained
- TESL endorsed
- Google and PDF proficient

Employment
- Sports Leadership and Management Academy, Nevada, 2019-present
- Project Facilitator: Clark County School District, 2015-2019
- SpringBoard Strategist: Clark County School District, 2012-2015
- Literacy Specialist: Clark County School District, 2004 to 2012
- Special Education Teacher: St. Anne, Naples, FL, 2001-2002
- Elementary Classroom Teacher, Portland Public Schools, 1996-2000
- Elementary Classroom Teacher, California, 1993-1995
Incubation Year Planning Table

Using the table below, outline a detailed start-up plan as well specific organizational goals for the planning year (SY 2019-2020) to ensure that the school is ready for a successful launch in fall 2021. Feel free to add rows as needed.

<table>
<thead>
<tr>
<th>2019-2020 Planning Year Milestones (SMART Goals) by Work Stream</th>
<th>Activity</th>
<th>Key Personnel</th>
<th>Milestone Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTRUCTION</td>
<td>Professional Development</td>
<td>E.D. and Principal</td>
<td>August 15, Opening Year</td>
</tr>
<tr>
<td>TALENT</td>
<td>Teacher Recruitment</td>
<td>Site Principal, Academica</td>
<td>Major Teacher Recruitment Campaign during planning year months Feb-May, School fully Staffed by July 1st of Planning Year</td>
</tr>
<tr>
<td>OPERATIONS</td>
<td>Property/Facility under Contract</td>
<td>Developer, Board, Academica</td>
<td>6 Months Prior to School Opening</td>
</tr>
<tr>
<td>OPERATIONS</td>
<td>Lease Finalized</td>
<td>Developer, Board</td>
<td>6 Months Prior to School Opening</td>
</tr>
<tr>
<td>OPERATIONS</td>
<td>Construction and Permits Completed</td>
<td>Developer, General Contractor</td>
<td>1 Month Prior to School Opening</td>
</tr>
<tr>
<td>TECHNOLOGY</td>
<td>Technology Purchased</td>
<td>Principal, Academica</td>
<td>4 Months Prior to School Opening</td>
</tr>
<tr>
<td>TECHNOLOGY</td>
<td>Technology Installed</td>
<td>IT Company, Academica</td>
<td>3 Weeks Prior to School Opening</td>
</tr>
<tr>
<td>Category</td>
<td>Activity</td>
<td>Responsible Parties</td>
<td>Timeline</td>
</tr>
<tr>
<td>----------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>-------------------------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>FINANCE</td>
<td>Lending for FFE Secured Academica, Board, Lender</td>
<td>6 Months Prior to School Opening</td>
<td></td>
</tr>
<tr>
<td>PARENT &amp; COMMUNITY ENGAGEMENT</td>
<td>Community Meetings for Student Recruitment</td>
<td>Principal, Academica</td>
<td>Multiple Community meetings starting Dec-July of Planning Year</td>
</tr>
<tr>
<td>PARENT &amp; COMMUNITY ENGAGEMENT</td>
<td>Marketing Campaign</td>
<td>Principal, Staff, Academica</td>
<td>Dec-July of Planning Year</td>
</tr>
<tr>
<td>SCHOOL SYSTEMS &amp; CULTURE</td>
<td>Staff Trainings and Introductions</td>
<td>Principal and ED</td>
<td>July and August of Opening Year</td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SLAM Academy of Nevada
Budget Narrative

The following narrative provides an overview of SLAM’s projected revenue and expenses.

**Revenue**

**Per-Pupil Revenue:**

The budget created for SLAM Academy of Nevada includes the per-pupil revenue assumption of $7,185 for the 20-21 fiscal year of operation, with an estimated 2.00% increase the following year and a 1.50% increase each subsequent year thereafter. Assumption of $7,185 is based on the current per-pupil state and local revenue coming in at SLAM Academy of Nevada; with a conservative outlook on the local revenue portion. Please see chart below for estimated funding calculations each year.

<table>
<thead>
<tr>
<th>Year</th>
<th>State</th>
<th>Local</th>
<th>Total</th>
<th>Change</th>
<th>% change(+-/)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>5,136</td>
<td>1,035</td>
<td>6,171</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>5,257</td>
<td>938</td>
<td>6,195</td>
<td>24</td>
<td>0.39%</td>
</tr>
<tr>
<td>2014</td>
<td>5,457</td>
<td>1,007</td>
<td>6,464</td>
<td>269</td>
<td>4.34%</td>
</tr>
<tr>
<td>2015</td>
<td>5,527</td>
<td>998</td>
<td>6,525</td>
<td>61</td>
<td>0.94%</td>
</tr>
<tr>
<td>2016</td>
<td>5,512</td>
<td>1,066</td>
<td>6,578</td>
<td>53</td>
<td>0.81%</td>
</tr>
<tr>
<td>2017</td>
<td>5,574</td>
<td>1,054</td>
<td>6,628</td>
<td>50</td>
<td>0.76%</td>
</tr>
<tr>
<td>2018</td>
<td>5,700</td>
<td>1,030</td>
<td>6,730</td>
<td>102</td>
<td>1.54%</td>
</tr>
<tr>
<td>2019</td>
<td>5,781</td>
<td>1,080</td>
<td>6,861</td>
<td>131</td>
<td>1.95%</td>
</tr>
<tr>
<td>2020</td>
<td>6,067</td>
<td>1,177</td>
<td>7,244</td>
<td>383</td>
<td>5.58%</td>
</tr>
<tr>
<td>2021</td>
<td>6,135</td>
<td>1,050</td>
<td>7,185</td>
<td>(59)</td>
<td>-0.8%</td>
</tr>
<tr>
<td>2022</td>
<td>6,258</td>
<td>1,071</td>
<td>7,330</td>
<td>145</td>
<td>2.0%</td>
</tr>
<tr>
<td>2023</td>
<td>6,352</td>
<td>1,087</td>
<td>7,440</td>
<td>110</td>
<td>1.5%</td>
</tr>
<tr>
<td>2024</td>
<td>6,447</td>
<td>1,103</td>
<td>7,551</td>
<td>111</td>
<td>1.5%</td>
</tr>
<tr>
<td>2025</td>
<td>6,544</td>
<td>1,120</td>
<td>7,663</td>
<td>112</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

**National School Lunch Program (NSLP):**

The budget for SLAM Academy of Nevada includes an assumptive NSLP reimbursement rate of $3.10 per student for 180 school days. The National School Lunch Program is a federally assisted meal program that provides nutritionally balanced, low-cost or free lunches to children each day. SLAM Academy of Nevada has about a 54% FRL student population.

**Special Education Funding (Part B):**

Anticipated $950 per SPED student – Revenue is budgeted based upon prior year SPED counts which take place in October of each year.

**SPED Discretionary Unit:**

Anticipated $2,899 per SPED student – Revenue is budgeted based upon prior year SPED counts.
Expenses

Expense Categories:

1. Personnel pg. 2
2. Benefits pg. 4
3. Payroll Services pg. 4
4. Contractual pg. 4
5. Contracted Services pg. 5
6. Equipment pg. 5
7. Supplies pg. 6
8. Facility pg. 6
9. National School Lunch Program (NSLP) pg. 7
10. Athletics pg. 7
11. Travel pg. 8
12. Accounting, Audit, Legal Fees pg. 8
13. Technology pg. 8
14. Other pg. 8

Personnel:

Approx. 38.33% of the budget (Year 1 – Year 6)

In the 20-21 school year, SLAM Academy of Nevada will have a combined total staff of 74, including 48 total teachers and 26 total administrative and support staff; with a total enrollment of 1,120 students. By the 25-26 school year, SLAM Academy of Nevada is estimated to expand to a total staff of 125 and a total student enrollment of 1,835; adding, throughout the years, the necessary staff in order to effectively manage the actual/projected student enrollment increases. Below are the actual and anticipated staffing positions, including the estimated salary of each position:

   Principal - $135,000/year – Develop/Implement 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.

   Assistant Principal - $80,000/year – Develop/implement the total school program by assisting the principal in the overall running of the school.

   Counselor - $55,000/year – Act as advocates for students’ well-being, and as valuable resources for their educational advancement.

   Curriculum Coach - $60,000/year – Serves as a content specialist to assist in the development and implementation of campus instructional plans.

   ELL Coordinator - $60,000/year – Serves as a content specialist, providing leadership in the development, coordination, and support of curriculum, instruction, assessment, and professional learning, as well as management of ELL program protocols/procedures.

   Classroom Teachers (Core) - $45,750/year – Prepare and educate students for the world by creating lesson plans and tracking student progress to ensure academic goals are met.
Classroom Teachers (Special) - $45,750/year – Prepare and educate students for the world by creating lesson plans and tracking student progress to ensure academic goals are met.

Special Ed. Teachers - $45,750/year – Prepare and educate students with a wide range of learning disabilities by adapting general lesson plans and tracking student progress to ensure academic goals are met.

Special Ed. Facilitator - $55,000/year – Prepare and educate students with a wide range of learning disabilities by adapting general lesson plans and tracking student progress to ensure academic goals are met.

Office Manager - $45,000/year – Ensures the smooth running of day-to-day office operations by organizing and coordinating administrative duties and procedures.

Registrar - $40,000/year – Responsible for maintaining student records; includes processing student enrollment, transfers, and withdrawals.

Teacher Assistants - $13.25/hour – Reinforce lessons presented by teachers, as well as assist teachers with recordkeeping.

Clinic Aide - $14.00/hour – Renders basic first aid to students and performs health-related records/data file management duties.

Receptionist - $14.00/hour – Greet visitors, parents and students; while facilitating communication within the school and assuring records and schedules are kept up to date.

Campus Monitor/Custodian - $13.25/hour – Supervise/Monitor students on school grounds while enforcing appropriate student behavior and ensuring school safety.

Cafeteria Manager - $12.25/hour – Responsible for planning, managing, and supervising a small food service facility (cafeteria).

Below are the anticipated staffing needs each year; including the anticipated total staffing cost each year:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
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<tr>
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<td>Registrar</td>
<td>1</td>
<td>2</td>
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<tr>
<td>Teacher Assistants (Including SPED)</td>
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<td>2</td>
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<tr>
<td>Computer Monitor/Custodian</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
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<tr>
<td>Cafeteria Manager</td>
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<td>3</td>
<td>3</td>
<td>3</td>
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<tr>
<td>Total Staff</td>
<td>74</td>
<td>109</td>
<td>116</td>
<td>122</td>
<td>124</td>
<td>125</td>
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<tr>
<td>Total Staff Costs</td>
<td>$3,269,376</td>
<td>$4,826,251</td>
<td>$5,234,172</td>
<td>$5,548,696</td>
<td>$5,700,540</td>
<td>$5,809,755</td>
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</table>

All salaries are anticipated to increase by 1.50% each year
Additional staff positions will be added in the following years based upon the growth of these charter schools.
Benefits:
*Approx. 19.45% of the budget (Year 1 – Year 6)*

Employee benefits will cover all employees except for substitute teachers and other contracted services; as they are not employed by the school. Employee benefits include, but are not limited to, the following:

- PERS (Retirement)
- Medicare
- Workers Comp
- Medical/Dental/Vision/Life/Disability

These expenses are figured at approximately 47.25% of salaries in the 20-21 school year, increasing incrementally each subsequent year thereafter. Using the total cost of salaries each year from the personnel chart above, the anticipated cost of employee benefits each year is as followed:

<table>
<thead>
<tr>
<th></th>
<th>20-21</th>
<th>21-22</th>
<th>22-23</th>
<th>23-24</th>
<th>24-25</th>
<th>25-26</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Salaries and Wages: $</td>
<td>3,269,376</td>
<td>4,826,251</td>
<td>5,234,172</td>
<td>5,548,696</td>
<td>5,700,540</td>
<td>5,809,755</td>
</tr>
<tr>
<td>Benefits % of Salaries: 47.25%</td>
<td>47.75%</td>
<td>48.25%</td>
<td>48.75%</td>
<td>49.25%</td>
<td>49.75%</td>
<td></td>
</tr>
<tr>
<td>Total Cost of Benefits: $</td>
<td>1,544,780</td>
<td>2,304,535</td>
<td>2,525,488</td>
<td>2,704,990</td>
<td>2,807,516</td>
<td>2,890,353</td>
</tr>
</tbody>
</table>

Incentives/Bonuses – SLAM Academy of Nevada’s teacher retention/holiday bonus calculation for the 20-21 school year is approximately $65,000, calculations for each year thereafter are based on 20-21 rates since bonuses are discussed after the conclusion of each year to better gauge the financial situation of each school.

Payroll Services:
*Approx. 0.22% of the budget (Year 1 – Year 6)*

The cost of payroll services is assumed based upon the figures provided by other charter schools working with Academica Nevada. It costs $20 per employee per month to process payroll, bringing us to an annual total cost of $240 per employee.

Contractual:
*Approx. 6.59% of the budget (Year 1 – Year 5)*

Academica Nevada Management Fee – $450 per student – Academica Nevada is an Educational Management Service Provider whose services to SLAM include, and are not limited to, the following:

- Identification, design, and procurement of facilities and equipment
- Staffing recommendations and human resource coordination
- Regulatory compliance and state reporting
- Legal and corporate upkeep
- Public relations and marketing
- The maintenance of the books and records of the charter school
- Bookkeeping, budgeting and financial forecasting

SLAM Academy, Inc. Affiliation Fee – 1.00% of DSA revenue – Trademark License Agreement between SLAM Academy, Inc. (“Licensor”), and the school, SLAM Academy of Nevada (“Licensee”). SLAM Academy, Inc. grants SLAM Academy of Nevada a non-exclusive, non-transferable, royalty-free license to use the trademark in connection with the development and establishment of the school of SLAM Academy of Nevada in the State of Nevada.
0.50% of the 1.00% SLAM Academy, Inc. Affiliation Fee goes back to the school for Professional Development.

**Contracted Services:**

*Approx. 2.45% of the budget (Year 1 – Year 6)*

Special Education Contracted Services – Anticipated expense of $95 per student, increasing incrementally as SPED student enrollment increases. SPED Facilitator on staff decreases the price per student. Special Education Contracted Services include speech therapy, occupational therapy, physical therapy, nursing, and psychological services. The budgeted expenses are based off the charter schools Academica Nevada works closely with.

Data Analyst Contracted Services – $15,000 annual expense for the 20-21 school year, incrementally increasing each year thereafter. The SLAM Data Analyst maintains accurate data files of student achievement and works with site based staff to interpret the data and plan for improved instructions.

Essential duties include:

- Analyze and prepare reports from local, state, and national assessment data as it relates to individual’s student performance and school improvement.
- Develop and maintain historical student and school data files to monitor track performance.
- Interpret and review assessment data with administrators and teachers; support the planning of action steps.
- Compile data from multiple assessments to develop student, subject, grade-level, or school achievement profiles.
- Work with staff in schools in one-on-one and group settings to conduct training in the use of data to improve student results.

Substitute Teachers - $165/day – *Manage the learning environment while providing instruction in the absence of a classroom teacher.* (10 days per teacher, except 20-21 where it is 20 days per teacher due to COVID-19) SLAM will contract with a staffing agency for substitute teachers. Pricing is based on the rates given by Kelly Educational Staffing, an experienced provider of substitute teachers nationwide, who has and is currently serving charter schools similar in size of the proposed charter. The substitute teacher services provided, which include educational staffing and placement needs; are conservatively priced at $165 per day, for 10 days per teacher.

**Equipment:**

*Approx. 2.96% of the budget (Year 1 – Year 6)*

FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academica Nevada’s standing relationship with the lending institution Vectra Bank allows SLAM Academy of Nevada to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The leases include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. SLAM Academy of Nevada budgets $1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. The budget includes actual/projected FFE cost over the next few years up until the 25-26 school year, including the total equipment cost and lease.
payments each year (budget may include slight variances as we anticipated a 5% interest rate for future leases; whereas our current lease interest rates are around 1.50% - 3.00%)

Copier/Printing – Anticipated copier lease at a rate of roughly $47,500 annually. Includes a cushion to account for overages in printing, which will also incrementally increase as student enrollment increases.

**Supplies:**

*Approx. 2.39% of the budget (Year 1 – Year 6)*

Consumables – $130 per student – this includes items that can’t be used more than once or by multiple students (i.e. workbooks).

Office Supplies – $13 per student – utilized by administrative staff

Classroom Supplies – $27 per student – utilized by teaching staff

Copier Supplies – $4 per student

Nursing Supplies – $2.50 per student

SPED Supplies – $120 per SPED student– utilized by SPED teaching staff

**Facility:**

*Approx. 21.00% of the budget (Year 1 – Year 6)*

Scheduled Lease Payment – Within SLAM’s current lease agreement contains an option agreement granting the tenant the option to purchase the premises in accordance with the terms and conditions of such option agreement. The school is anticipated to utilize its purchase option in the 2023-2024 school year once the facilities are fully built out.

Below is a breakdown of SLAM’s yearly lease payments:

<table>
<thead>
<tr>
<th>Scheduled Lease Payment</th>
<th>Year</th>
<th>SLAM</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020-2021</td>
<td>$1,410,444</td>
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<tr>
<td>2021-2022</td>
<td>$1,977,000</td>
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<td>2022-2023</td>
<td>$2,279,000</td>
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<td>07/01/23 - Anticipated</td>
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<tr>
<td></td>
<td></td>
<td>Exercising</td>
<td>Purchase Option Date</td>
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<tr>
<td>2023-2024</td>
<td></td>
<td>Purchase</td>
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<tr>
<td>2024-2025</td>
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<td>Option</td>
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<tr>
<td>2025-2026</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Scheduled Bond Payment – As mentioned above, SLAM’s lease agreement contains an option agreement granting the tenant the option to purchase the premises in accordance with the terms and conditions of such option agreement. Issuing Education Revenue Bonds will allow SLAM to be able to finance the cost of acquiring, constructing and equipping their facility.

Below is the anticipated bond payment schedule for SLAM:
Facility/School Insurance - $67,220 annually - based upon the current yearly figures being paid as part of the SLAM Academy of Nevada insurance bundle. Increasing by 5% each subsequent year thereafter.

Fire & Security Alarms - Approximately $8,500 in the 20-21 school year, based upon actual expenses of prior years. Increasing by 3% each subsequent year thereafter.

Public Utilities (electricity, water, sewer, trash) – Utility expenses have a direct correlation to the size and student population of a school; as student enrollment increases, public utilities increase as well. Each campus, on average, is budgeted for roughly $166,000 for the 20-21 school year increasing incrementally each year to account for the increased enrollment.

Contracted Janitorial – Approximately $0.11 per sq. ft. per month (rate at which the charter schools working with Academica Nevada pay as of right now), including a cushion for any major/miscellaneous janitorial expenses. Increased rates in 20-21 due to COVID-19.

Custodial Supplies - $40 per student in the 20-21 school year to account for increase in cleaning due to COVID-19, decreasing to $30 per student each year thereafter.

Facility Maintenance – Facility repairs, maintenance, capital outlay assumption of $50,000 annually, dependent on facility usage.

Lawn Care - basic lawn care assumption of $12,000 annually, increasing by 2% each subsequent year thereafter.

AC Maintenance & Repair – basic AC Maintenance & Repair assumption of $10,000 annually, increasing as student enrollment increases and to account for general AC wear and tear.

National School Lunch Program (NSLP):

Approx. 3.56% of the budget (Year 1 – Year 6)

SLAM Academy of Nevada has 54% of the student population that qualifies for free and reduced lunch. Standard kitchen equipment is factored into the amount of the anticipated building space and may include up to an oven, warming cabinet, double door refrigerator, and single door freezer. These items are included in the schools anticipated FFE lease mentioned in more detail in the subsection above. Additional start-up expenses may include food thermometers, a prep table, oven mitts, single use gloves, and other kitchen supplies. Administrative costs are minimal and may include a date-stamp, envelopes, and mailing stamps. The school has contracted with a Vendor to prepare specified meals under the National School Lunch Program (NSLP). The school will administer the application process for all free and reduced-price meals and will submit claims for reimbursement to the state. The budget assumes an expense rate of $2.90 per student for 180 school days.

Athletics:

Approx. 0.48% of the budget (Year 1 – Year 6)
Athletics – SLAM Academy of Nevada has budgeted $50,000 for the 20-21 school year for their athletic program, incrementally increasing each year as student enrollment increases.

**Travel:**

*Approx. 0.02% of the budget (Year 1 – Year 6)*

Travel costs associated with recruitment and staff development are estimated to be $2,000 per year.

**Accounting, Audit, and Legal Fees:**

*Approx. 0.39% of the budget (Year 1 – Year 6)*

Audit/Accounting – anticipated $40,000 per year – includes an annual audit expense and expenses associated with accounting. Based upon previous audits performed and the rates of other charter schools working closely with Academica Nevada.

Legal Fees - 5,500 per year – based upon actual expenses and the expenses of other charter schools working with Academica Nevada.

**Technology:**

*Approx. 0.78% of the budget (Year 1 – Year 6)*

Intellatek IT Monthly Services - IT services will include set-up and continual maintenance/monitoring of computers, server, network, firewall and other technology related hardware. For continual maintenance/monitoring of technology related hardware for the school, a fee of $3.50 per month per student is necessary to insure quality work is being done and the needs of the school are being met taking into consideration enrollment growth (equates to $42.00 per year per student).

Intellatek IT Set-up Fees - Intellatek’s initial start-up fee is dependent on how much new equipment is acquired by a school and/or if a school is opening for the first time. The initial start-up fee can be as high as $15,000 per year and as low as $5,000 per year. The budget reflects this wide variance and takes into consideration how much new equipment each school is anticipated to need each year, and whether it’s a schools first year of operation.

Infinite Campus - $2,500 per year. Infinite campus is an education software utilized by both the faculty of the school and parents/guardians of the students.

Website - $4,000 per year – Amount allocated for website upkeep and maintenance.

Telephone, Cell Phones & Internet – annual contract expense of roughly $16,000 for the 20-21 school year, with an estimated 5.00% contract increase each subsequent year thereafter. Based on current contracts in place at SLAM Academy of Nevada.

**Other:**

*Approx. 1.38% of the budget (Year 1 – Year 6)*

State Administrative Fee - 1.25% of DSA revenue – the state charges 1.5% of DSA revenue for the state sponsor fee.

Tuition Reimbursement – $8,500 annually in 20-21, increasing to $15,000 annually in 21-22 and each year thereafter. Employee benefits in which the school pays all, or a portion, of an employee’s tuition for coursework and/or training.

Dues and Fees - Assumption of $5,000 annually in 20-21, increasing to $10,000 each year thereafter.

Postage - Estimate of $1,000 per year, based upon prior year usage; incrementally increasing as student enrollment increases.

Background and Fingerprinting - $60 per new employee

Miscellaneous Expenses (Other Purchases) – Estimate of $1,000-$2,000 per year, for miscellaneous expenses that may arise throughout the year.
## Attachment 14 - School Budget

### SLAM Academy of Nevada

<table>
<thead>
<tr>
<th>Total Students (FTEs)</th>
<th>20-21</th>
<th>21-22</th>
<th>22-23</th>
<th>23-24</th>
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### Prior Year Numbers

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<td>GATE FRL %</td>
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<td>53.99%</td>
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</table>

### Teaching Staff

<table>
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<tr>
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<th>20-21</th>
<th>21-22</th>
<th>22-23</th>
<th>23-24</th>
<th>24-25</th>
<th>25-26</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom Teachers</td>
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<tr>
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<tr>
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</tr>
<tr>
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</tr>
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<tr>
<td>Theatre</td>
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<tr>
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### Admin & Support

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<th>22-23</th>
<th>23-24</th>
<th>24-25</th>
<th>25-26</th>
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</thead>
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<td>1.00</td>
<td>1.00</td>
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<td>ELL Coordinator</td>
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<tr>
<td>Counselor/Student Support Advocate/Dean</td>
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<tr>
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<td>Total # Teachers</td>
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<table>
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<th>Total Salaries &amp; Benefits as % of Expenses</th>
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<th>23-24</th>
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<th>25-26</th>
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<tr>
<td>Instruction Salaries as % of Total Salaries</td>
<td>75%</td>
<td>75%</td>
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<td>75%</td>
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<td>Admin &amp; Support Salaries as % of Total Salaries</td>
<td>25%</td>
<td>25%</td>
<td>24%</td>
<td>23%</td>
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<tr>
<td>Rent as % of Revenue</td>
<td>15%</td>
<td>15%</td>
<td>16%</td>
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### REVENUE (@ 100%)

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<td>Budget Revenue</td>
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<td>$11,709,602</td>
<td>$12,720,058</td>
<td>$13,628,129</td>
<td>$14,062,450</td>
<td>$14,273,392</td>
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<td>National School Lunch Program (NSLP)</td>
<td>$337,416</td>
<td>$483,810</td>
<td>$515,162</td>
<td>$543,782</td>
<td>$552,820</td>
<td>$552,820</td>
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<tr>
<td>SPED Funding (Part B)</td>
<td>$115,900</td>
<td>$166,192</td>
<td>$176,954</td>
<td>$186,785</td>
<td>$189,890</td>
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<td>SPED Discretionary Unit</td>
<td>$153,726</td>
<td>$507,417</td>
<td>$540,063</td>
<td>$570,657</td>
<td>$579,541</td>
<td>$579,541</td>
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<tr>
<td>Gifted and Talented Education (GATE)</td>
<td>$153,726</td>
<td>$507,417</td>
<td>$540,063</td>
<td>$570,657</td>
<td>$579,541</td>
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<tr>
<td>Lead Principal</td>
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<tr>
<td>Payroll Protection Program (PPP)</td>
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<td><strong>Total Revenues</strong></td>
<td>$8,646,241</td>
<td>$12,627,142</td>
<td>$13,952,238</td>
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### EXPENSES

#### Personnel Costs - Unrestricted Salaries

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<tr>
<td>Principal</td>
<td>$144,995</td>
<td>$137,070</td>
<td>$139,075</td>
<td>$141,166</td>
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<td>Assistant Principal(s)</td>
<td>$174,211</td>
<td>$231,780</td>
<td>$236,640</td>
<td>$233,570</td>
<td>$238,575</td>
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<td>Curriculum Coach</td>
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<td>$60,498</td>
<td>$61,405</td>
<td>$62,326</td>
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<td>ELL Coordinator</td>
<td>$60,200</td>
<td>$60,860</td>
<td>$61,814</td>
<td>$62,744</td>
<td>$63,683</td>
<td>$64,683</td>
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<td>Counselor / Student Support Advocate</td>
<td>$104,465</td>
<td>$109,032</td>
<td>$102,622</td>
<td>$105,062</td>
<td>$107,538</td>
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<td>Teachers Salaries</td>
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<td>Prior Grant/Categorical Positions</td>
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<td>SPED Teachers</td>
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<td>$274,350</td>
<td>$394,825</td>
<td>$424,530</td>
<td>$454,575</td>
<td>$461,225</td>
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<td>Office Manager/ Registrar / Banker</td>
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<td>$104,731</td>
<td>$181,325</td>
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<td>Secretary &amp; FASA</td>
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<td>$60,640</td>
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<td>$89,680</td>
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<td>Teacher Assistants (including SPED)</td>
<td>$152,640</td>
<td>$174,260</td>
<td>$196,000</td>
<td>$221,760</td>
<td>$246,240</td>
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<td>Campus Monitors</td>
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<td>$103,480</td>
<td>$107,520</td>
<td>$109,440</td>
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<tr>
<td>Cafeteria Manager</td>
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<td><strong>Total Unrestricted Salaries</strong></td>
<td>$3,157,773</td>
<td>$4,094,368</td>
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<td>$5,412,961</td>
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#### Personnel Costs - Restricted Salaries

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<td>Lead Principal Staff</td>
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<tr>
<td>SPED Facilitator</td>
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<tr>
<td>Speech Pathologist</td>
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<tr>
<td>School Psychologist</td>
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<td>School Nurse</td>
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<td>Cafeteria Manager - NSLP</td>
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<tr>
<td>On-Campus Sub</td>
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<tr>
<td><strong>Total Restricted Salaries</strong></td>
<td>$111,965</td>
<td>$131,362</td>
<td>$135,292</td>
<td>$135,235</td>
<td>$137,591</td>
<td>$139,199</td>
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<tr>
<td><strong>Total Salaries and Wages</strong></td>
<td>$3,069,378</td>
<td>$4,026,205</td>
<td>$5,334,172</td>
<td>$5,548,986</td>
<td>$5,706,386</td>
<td>$5,809,765</td>
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<tr>
<td><strong>PERS - 29.25%</strong></td>
<td>$956,292</td>
<td>$1,241,818</td>
<td>$1,590,997</td>
<td>$1,627,994</td>
<td>$1,657,408</td>
<td>$1,695,515</td>
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<td><strong>Insurance/ Employment Taxes/ Other Benefits</strong></td>
<td>$588,488</td>
<td>$892,456</td>
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<td><strong>Incentives / Bonuses</strong></td>
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<td>$15,000</td>
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<td><strong>Subst. Teachers (20 days/Teacher) + COVID 10 days</strong></td>
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#### Total Payroll / Benefits and Related

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<th>25-26</th>
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<tr>
<td>Payroll / Benefits and Related</td>
<td>$3,069,378</td>
<td>$4,026,205</td>
<td>$5,334,172</td>
<td>$5,548,986</td>
<td>$5,706,386</td>
<td>$5,809,765</td>
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#### Supplies

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<tr>
<th>Item</th>
<th>20-21</th>
<th>21-22</th>
<th>22-23</th>
<th>23-24</th>
<th>24-25</th>
<th>25-26</th>
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<tbody>
<tr>
<td>Consumables</td>
<td>$155,600</td>
<td>$208,781</td>
<td>$222,300</td>
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<td>Dual Enrollment - Student Fees/Textbooks</td>
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<td>Zion's FFE Lease - payments</td>
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<td>$350,000</td>
<td>$325,000</td>
<td>$305,000</td>
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<td>Office Supplies</td>
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<td>Classroom Supplies</td>
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<td>330 Data Analysts Education Contracted Services</td>
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<td>350 Contracted Services:</td>
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<td>350 Management Fee</td>
<td>504,700</td>
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<td>340 Audit/ Tax</td>
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<td>352 IT Services - Monthly</td>
<td>47,040</td>
<td>67,452</td>
<td>71,820</td>
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<td>351 State Administrative Fee (1-25%)</td>
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<td>330 Affiliation Fee - Inc. (1/2 of 1%)</td>
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<td>63,600</td>
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<td>330 Affiliation Fee - Professional Development (1/2 of 1%)</td>
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<td>58,449</td>
<td>63,600</td>
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</table>

**Total Purchased Services:** $1,021,072

**General Operations:**

- **531 Phone and Communications (with E-rate discount):**
  - 7,000
  - 7,740

- **533 Internet:**
  - 9,000
  - 9,180

- **534 Cell Phones:**
  - 1,000
  - 1,000

- **535 Website:**
  - 4,000
  - 4,410

- **449 Co-op / Printing:**
  - 47,600
  - 49,875

- **591 Special Education Contracted Services:**
  - 3.9%

**Total General Operations:** $81,706

**Insurance:**

- **521 Property Insurance:**
  - 32,220
  - 33,811

- **522 Liability Insurance:**
  - 10,000
  - 11,000

- **523 Other Insurance:**
  - 24,000
  - 25,725

**Total Insurances:** $74,750

**Other:**

- **570 Lunch Program - NSLP:**
  - 318,147
  - 453,111

- **540 Advertising / Marketing:**
  - 744,826
  - 711,199

- **580 Travel Reimbursement:**
  - 2,000
  - 2,000

- **581 Dues and Fees:**
  - 5,000
  - 5,500

- **582 Facilities Management Fee / Interest Expense:**
  - 5,000
  - 5,500

- **583 Graduation:**
  - 1,000
  - 2,000

**Total Other:** $327,147

**Facilities:**

- **622 Public Utilities:**
  - 114,000
  - 117,412

- **621 Natural Gas:**
  - 21,750
  - 22,403

- **641 Winter / Snow:**
  - 21,750
  - 22,403

- **492 Free and Security Alarms:**
  - 8,500
  - 8,755

- **421 Contracted Janitorial:**
  - 190,146
  - 223,315

- **412 Custodial Supplies:**
  - 38,800
  - 48,750

- **420 Lawn Care:**
  - 12,000
  - 12,250

- **420 Snow Removal:**
  - 10,000
  - 10,300

**Total Facilities:** $473,888

**Total Expenses Before Bldg:** $7,502,023

**Surplus (Revenues-Total Expenses-Lease-Bond):**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7,6%</td>
<td>4,0%</td>
<td>3,2%</td>
<td>3,1%</td>
</tr>
</tbody>
</table>

**Total Expenses After Bldg:** $12,392,336

**Assessments / HOA / SD:**

**Note:** The document appears to be a school budget with various categories of expenses and contracts, including data analysis, special education, internet costs, and various other services and insurance. The total expenses and surpluses are broken down to provide a clear view of the financial planning for the school.
PRELIMINARY NSPF ANALYSIS
Middle School Academic Achievement

OVERALL ELA 2019
Not Proficient 54.3%
Proficient 45.7%

OVERALL MATH 2019
Not Proficient 69.2%
Proficient 30.8%
Middle School ELA Proficiency Breakdown by Grade

6th Grade
- Proficient: 47.1%
- Not Proficient: 52.9%

7th Grade
- Proficient: 47.9%
- Not Proficient: 52.1%

8th Grade
- Proficient: 41.3%
- Not Proficient: 58.7%
Middle School Math Proficiency Breakdown by Grade

**6th Grade**  
- Not Proficient: 69.9%  
- Proficient: 30.1%

**7th Grade**  
- Not Proficient: 62.5%  
- Proficient: 37.5%

**8th Grade**  
- Not Proficient: 74.8%  
- Proficient: 25.2%

Attachment 20 - Additional Student Data  
SLAM! Nevada
Middle School Academic Achievement

**ELA**
- **Increase of**: +3.4%
- **From**: 2017

**Math**
- **Increase of**: +2.2%
- **From**: 2018

- **Increase of**: +2.6%
- **From**: 2017

- **Increase of**: +3.0%
- **From**: 2018
Middle School Student Growth - Overall MGP & AGP

2019

Attachment 20 - Additional Student Data
SLAM! Nevada
Student Growth - Middle School Gap

ELA Growth:
- ELA 2018: 21.6%
- ELA 2019: 26.1%

Math Growth:
- Math 2018: 13.6%
- Math 2019: 21.6%
Student Growth - MGP By Grade Level

2019

Attachment 20 - Additional Student Data
SLAM! Nevada
SPORTS LEADERSHIP & MANAGEMENT ACADEMY

Data Analysis Highlights
2020 Interim Analysis

Interim assessment correlated to probable SBAC performance

2020 WiDA & High School

WiDA performance and progression and 2020 High School Indicators
MIDDLE SCHOOL ACADEMIC ACHIEVEMENT PROGRESSION (SBAC)

**ELA**
- Increase of +3.4% from 2017

**Math**
- Increase of +2.2% from 2018

- Increase of +2.6% from 2017
- Increase of +3.0% from 2018
MIDDLE SCHOOL MGP/AGP (2019 SBAC)

NSPE Target for Full Pts = 65

54  59

49.3%  35.9%

SLAM! Nevada
MIDDLE SCHOOL MGP PROGRESSION (SBAC)

ELA

<table>
<thead>
<tr>
<th>Year</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>40</td>
</tr>
<tr>
<td>2018</td>
<td>44</td>
</tr>
<tr>
<td>2019</td>
<td>54</td>
</tr>
</tbody>
</table>

MATH

<table>
<thead>
<tr>
<th>Year</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>45</td>
</tr>
<tr>
<td>2018</td>
<td>41</td>
</tr>
<tr>
<td>2019</td>
<td>59</td>
</tr>
</tbody>
</table>
*This graph demonstrates SBAC ELA Median Growth and SBAC ELA Proficiency for each subgroup (subgroups with an n size < 10 were excluded). The graph is divided into four quadrants: Low Achievement/High growth, High Achievement/High Growth, High Achievement/High Growth, and Low Achievement/Low Growth.

The more a subgroup is located to the right of the quadrant, the higher achieving they are. The higher a grade level is on the quadrant, the higher they are growing compared to their academic peers. The ultimate goal is High Achieving/High Growth, but it should be noted that the higher growing (above that horizontal line) a subgroup is, the faster they will progress into the high-achieving quadrant.
This graph demonstrates SBAC Math Median Growth and SBAC Math Proficiency for each subgroup (subgroups with an n size < 10 were excluded). The graph is divided into four quadrants: Low Achievement/High growth, High Achievement/High Growth, High Achievement/High Growth, and Low Achievement/Low Growth.

The more a subgroup is located to the right of the quadrant, the higher achieving they are. The higher a grade level is on the quadrant, the higher they are growing compared to their academic peers. The ultimate goal is High Achieving/High Growth, but it should be noted that the higher growing (above that horizontal line) a subgroup is, the faster they will progress into the high-achieving quadrant.
NEIGHBORING MIDDLE SCHOOL RATINGS 2019

<table>
<thead>
<tr>
<th>Rating</th>
<th>School Name</th>
<th>Rating</th>
<th>Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Star</td>
<td>Sports Leadership &amp; Management Academy</td>
<td>3 Star</td>
<td>68</td>
</tr>
<tr>
<td>2 Star</td>
<td>Cortney Jr High</td>
<td>Not Rated</td>
<td>36</td>
</tr>
<tr>
<td>3 Star</td>
<td>Thurman White Middle School</td>
<td>3 Star</td>
<td>60.5</td>
</tr>
<tr>
<td>3 Star</td>
<td>Cowan Behavioral Jr Sr High</td>
<td>3 Star</td>
<td>68</td>
</tr>
<tr>
<td>1 Star</td>
<td>Nevada Virtual Academy</td>
<td>1 Star</td>
<td>19</td>
</tr>
<tr>
<td>1 Star</td>
<td>CW Woodbury Middle School</td>
<td>1 Star</td>
<td>63</td>
</tr>
</tbody>
</table>
2020 Interim Analysis

Interim assessment correlated to probable SBAC performance
Predictive report cards are created utilizing mid year interim data trends & correlating SBAC measures to show a school their star rating trajectory as of mid year, allowing schools to intervene prior to high stakes testing to achieve an optimal score.

Accuracy is assessed annually and, as of the three most recent rating cycles, index scores have been found to be within 3.5% accuracy.

SLAM’s mid year data demonstrated a trajectory towards maintaining their high 3-star status with high probability of achieving a 4-star with strategic targeting.

Notable areas:
* An area of focus was Closing Opportunity Gaps, as of mid year, SLAM was already trending towards receiving full points in this crucial indicator.
* Math AGP was on track to significantly improve.
* SLAM did end up receiving WiDA scores that would have earned them 10/10 pts on the NSPF.

*It should be noted that last year iReady removed the predicted proficiency report (which has since been addressed) & so the academic achievement indicator was not an end-of-year projection but rather a mid year glance at mastery. Proficiency was on track to improve, not drop.
IREADY PROFICIENCY PROGRESSION (2019-20 SCHOOL YEAR)

READING WINDOW 1 (FALL 2019, 6-8TH)

- 11% Mid or Above Grade Level
- 16% Early On Grade Level
- 21% One Grade Level Below
- 14% Two Grade Levels Below
- 38% Three or More Grade Levels Below

- 59 Students
- 83 Students
- 108 Students
- 73 Students
- 198 Students

Reading Window 1: 27% On/Above Grade Level

READING WINDOW 2 (WINTER 2019-20, 6-8TH)

- 19% Mid or Above Grade Level
- 19% Early On Grade Level
- 23% One Grade Level Below
- 14% Two Grade Levels Below
- 25% Three or More Grade Levels Below

- 106 Students
- 105 Students
- 128 Students
- 76 Students
- 142 Students

Reading Window 2: 38% On/Above Grade Level

*This report was not available last year and was therefore not reflected in the mid year predictive report card; Spring testing did not occur due to COVID-19 quarantine.
IREADY PROFICIENCY PROGRESSION (2019-20 SCHOOL YEAR)

MATH WINDOW 1 (FALL 2019, 6-8TH)

- 3% Mid or Above Grade Level
- 15% Early On Grade Level
- 42% One Grade Level Below
- 16% Two Grade Levels Below
- 24% Three or More Grade Levels Below

16 Students
80 Students
217 Students
85 Students
124 Students

On/Above Grade Level: 18%

MATH WINDOW 2 (WINTER 2019-20, 6-8TH)

- 10% Mid or Above Grade Level
- 24% Early On Grade Level
- 39% One Grade Level Below
- 13% Two Grade Levels Below
- 14% Three or More Grade Levels Below

54 Students
135 Students
219 Students
74 Students
77 Students

On/Above Grade Level: 34%

*This report was not available last year and was therefore not reflected in the mid year predictive report card; Spring testing did not occur due to COVID-19 quarantine.
SLAM has been strategically targeting their students demonstrating the greatest need. Preliminary 2019-20 Winter Growth data projected an 11.7% increase in the percentage of non-proficient students on track to achieve their individual growth targets in ELA.
SLAM has been strategically targeting their students demonstrating the greatest need. Preliminary 2019-20 Winter Growth data projected an 16.7% increase in the percentage of non-proficient students on track to achieve their individual growth targets in Math.
A majority of our 6th Graders are consistently coming in below grade level, expanding our Opportunity Gap each year by an average of 42.5% in ELA.
A majority of our 6th Graders are consistently coming in below grade level, expanding our Opportunity Gap each year by an average of 36.8% in Math.

**6TH GRADE**

- **Fall 2018**
  - Below Grade Level = 33%
  - Approaching Grade Level = 44%
  - On/Above Grade Level = 23%

- **Fall 2019**
  - Below Grade Level = 40%
  - Approaching Grade Level = 42%
  - On/Above Grade Level = 18%

- **Fall 2020**
  - Below Grade Level = 36%
  - Approaching Grade Level = 45%
  - On/Above Grade Level = 19%
2020 WiDA & High School

WiDA performance and progression and 2020 High School Indicators
WIDA Student Growth Percentile (MGP)

- Middle School MGP: 78 n. 46
- 6th MGP: 94.5 n. 10
- 7th MGP: 75.5 n. 22
- 8th MGP: 75.5 n. 14

2020
WIDA Adequate Growth Percentile (AGP)

Middle School AGP

<table>
<thead>
<tr>
<th>Year</th>
<th>NSPF 10/10</th>
<th>NSPF 10/10</th>
<th>NSPF 10/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>36.0%</td>
<td>51.7%</td>
<td>47.8%</td>
</tr>
<tr>
<td>2018</td>
<td>22.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
WIDA Student Growth Percentile (MGP)

2020

85 n. 53
90 n. 25
84 n. 18
86.5 n. 8
50.5 n. 2
WIDA Adequate Growth Percentile (AGP)

2018: 40.0%
2019: 58.0%
2020: 43.3%
Although SLAM would not be eligible for a report card until 2021 due to lagging graduation rates, 2020 High School indicators were utilized to determine SLAM’s NSPF performance.

All indicators were calculated using 2020 data with the exception of Science Proficiency. No Science assessment was given in 2020 due to COVID-19, so SLAM’s 2019 Science scores were used as a potential performance indicator.

SLAM’s 2020 data demonstrated a trajectory towards achieving a high 4-star rating.

Notable areas:
* 100% of SLAM’s first Senior class graduated
* Full WiDA points for the 3rd consecutive year
* 82.0% Post Secondary Preparation Participation
* Improved 9th grade credit sufficiency
SYNOPSIS

- SLAM’s Middle School data has demonstrated consistent improvement since 2018.
- SLAM’s 2017-2019 subgroup data shows purposeful movement towards high achievement/high growth targets.
- Although SBAC was not administered in the Spring of 2020, Winter 2020 data demonstrated a strong trajectory towards 4-star status.
- Winter 2020 data demonstrates a trajectory towards significant improvement in proficiency and closing opportunity gaps.
- The influx of high numbers of 6th graders below grade level is significantly expanding SLAM’s opportunity gap each year.
- SLAM’s WiDA data demonstrates they have established an impactful program for growing their English Learners at both the Middle and High School level.
- SLAM’s high school indicators demonstrate a rating potential of high 4-star status.
# Spring Report Card Prediction

**SLAM**

**School Level:** High School  
**Assessment:** ACT/WIDA/ADAM Reporting

## Academic Achievement

<table>
<thead>
<tr>
<th></th>
<th>15.5/25 Points</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Math Proficiency</td>
<td>19.7%</td>
<td>3.5/10 Points</td>
</tr>
<tr>
<td>ELA Proficiency</td>
<td>56.8%</td>
<td>10/10 Points</td>
</tr>
<tr>
<td>Science Proficiency</td>
<td>25.8% (Used last year’s)</td>
<td>2/5 Points</td>
</tr>
</tbody>
</table>

## College & Career Readiness

<table>
<thead>
<tr>
<th></th>
<th>13.5/20 Points</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PS Preparation Participation</td>
<td>82.0%</td>
<td>10/10 Points</td>
</tr>
<tr>
<td>PS Preparation Completion</td>
<td>19.4%</td>
<td>3.5/10 Points</td>
</tr>
<tr>
<td>Advanced or CCR Diploma</td>
<td>N/A</td>
<td>N/A of 5 Points</td>
</tr>
</tbody>
</table>

## English Language

<table>
<thead>
<tr>
<th></th>
<th>10/10 Points</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ELPA</td>
<td>43.3%</td>
<td></td>
</tr>
</tbody>
</table>

## Graduation Rates

<table>
<thead>
<tr>
<th></th>
<th>25/25 Points</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Year</td>
<td>100.0%</td>
<td>25/25 Points</td>
</tr>
<tr>
<td>5 Year</td>
<td>N/A</td>
<td>N/A of 5 Points</td>
</tr>
</tbody>
</table>

## Student Engagement

<table>
<thead>
<tr>
<th></th>
<th>4/5 Points</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chronic Absenteeism</td>
<td>N/A of 5 Points</td>
<td></td>
</tr>
<tr>
<td>9th Grade Credit Sufficiency</td>
<td>98.6%</td>
<td>4/5 Points</td>
</tr>
</tbody>
</table>

---

*Attachment 20 - Additional Student Data*

*SLAM! Nevada*
**ACADEMIC ACHIEVEMENT**  
- **Math Proficiency**: 26.5%  
- **ELA Proficiency**: 26.6%  
- **Science Proficiency**: 27.7%  
- **Pooled Proficiency**: 26.7%  
  
**STUDENT GROWTH**  
- **Math MGP**: 55  
  - 7/10 Points  
- **ELA MGP**: 55  
  - 7/10 Points  
- **Math AGP**: 48.5%  
  - 5/5 Points  
- **ELA AGP**: 47.8%  
  - 2.5/5 Points  

**ENGLISH LANGUAGE**  
- **ELPA**: 10/10  
  - No Predictive Measure - Used last Year's  

**CLOSING OPPORTUNITY GAPS**  
- **Math**: 38.3%  
  - 10/10 Points  
- **ELA**: 37.8%  
  - 10/10 Points  

**STUDENT ENGAGEMENT**  
- **Chronic Absenteeism/NAC/Learning Plans**: 9/15 Points
SLAM NEVADA

2020 WIDA Results

SLAM! Nevada

Results & Identified Trends

Attachment 20 - Additional Student Data
## Test Takers

### # WiDA Test Takers

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SLAM OVERALL</th>
<th>SLAM MS</th>
<th>SLAM HS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>105</td>
<td>66</td>
<td>39</td>
</tr>
<tr>
<td>2020</td>
<td>107</td>
<td>50</td>
<td>57</td>
</tr>
</tbody>
</table>

---

**Bar Chart**

- **SLAM Overall**: 105 (2019), 107 (2020)
- **SLAM MS**: 66 (2019), 50 (2020)
- **SLAM HS**: 39 (2019), 57 (2020)
Exits

2019

- Not Exited: 86.6%
- Exited: 13.4%

2020

- Not Exited: 75.8%
- Exited: 24.2%
# SLAM Exits (2019 v 2020)

<table>
<thead>
<tr>
<th>SLAM System</th>
<th>Total Tested</th>
<th># Total Exited</th>
<th>% Total Exited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall 2019</td>
<td>105</td>
<td>14</td>
<td>13.46%</td>
</tr>
<tr>
<td>Overall 2020</td>
<td>107</td>
<td>26</td>
<td>24.29%</td>
</tr>
<tr>
<td>MS 2019</td>
<td>66</td>
<td>6</td>
<td>9.09%</td>
</tr>
<tr>
<td>MS 2020</td>
<td>50</td>
<td>10</td>
<td>20%</td>
</tr>
<tr>
<td>HS 2019</td>
<td>39</td>
<td>8</td>
<td>20.51%</td>
</tr>
<tr>
<td>HS 2020</td>
<td>57</td>
<td>16</td>
<td>28.07%</td>
</tr>
</tbody>
</table>
Student Scores - Middle School (2019 v 2020)

- Increased: 61.8%
- Decreased: 35.3%
- Maintained: 2.9%

Average Proficiency Level Change (+/-): +.2

'n count = 34 students who had 2 consecutive years of scores
Student Scores - High School (2019 v 2020)

- **Increased**: 68.3%
- **Decreased**: 22%
- **Maintained**: 9.7%

Average Proficiency Level Change (+/-): +.4

*n count = 41 students who had 2 consecutive years of scores*
SLAM! Academy

2020 WIDA Results
WIDA Student Growth Percentile (SGP)

Middle School SGP

- 78 n. 46
- 94.5 n. 10
- 75.5 n. 22
- 75.5 n. 14

MGP of 65 = High growth

2020
WIDA Adequate Growth Percentile (AGP)

Middle School AGP

- Middle School: 22/46 (47.8%)
- 6th: 6/10 (60%)
- 7th: 10/22 (45.4%)
- 8th: 6/14 (42.8%)

2020
WIDA Adequate Growth Percentile (AGP) - Trends

Middle School AGP

- 2018: 22.2%
- 2019: 51.7%
- 2020: 47.8%

NSPF: 10/10

Attachment 20 - Additional Student Data
SLAM! Nevada
High School SGP

- High School: 85 n. 53
- 9th: 90 n. 25
- 10th: 84 n. 18
- 11th: 86.5 n. 8
- 12th: 50.5 n. 2

MGP of 65 = High growth
WIDA Adequate Growth Percentile (AGP)

- **High School AGP:** 23/53 (43.3%)
  - 0/2 (0%)

- **9th:** 11/25 (44%)
  - 9/18 (50%)

- **11th:** 3/8 (37.5%)

- **12th:**

<table>
<thead>
<tr>
<th>Grade</th>
<th>AGP 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School</td>
<td>23/53 (43.3%)</td>
</tr>
<tr>
<td>9th</td>
<td>11/25 (44%)</td>
</tr>
<tr>
<td>11th</td>
<td>9/18 (50%)</td>
</tr>
<tr>
<td>12th</td>
<td>3/8 (37.5%)</td>
</tr>
<tr>
<td>NSPF</td>
<td>10/10 (100%)</td>
</tr>
</tbody>
</table>
WIDA Adequate Growth Percentile (AGP) - Trends

2020

High School AGP

- 2018: 40%
- 2019: 58%
- 2020: 43.3%

Attachment 20 - Additional Student Data
SLAM! Nevada
Achievement Levels

**Middle**
- AL 1: 26%
- AL 2: 2%
- AL 3: 2%
- AL 4: 19%
- AL 4.5: 4%
- AL 5: 2%
- AL 6: 47%

**High**
- AL 1: 21%
- AL 2: 2%
- AL 3: 23%
- AL 4: 43%
- AL 4.5: 4%
- AL 5: 7%
- AL 6: 2%

Attachment 20 - Additional Student Data
SLAM! Nevada
School Restorative Plan of Action

Student Number: 
Student Name: 
DOB: 
Grade: 
Region: 
Discipline Administrator: 

Restorative Interventions and Explanation:

Support by Community:
  - Starting on [date], [student name—Zed-1] will have weekly scheduled meetings with [administrator name—Spec-1], the Student Success Specialist. Zed-1 will also be able to request to meet with Spec-1 at other times as needed.
  - This intervention was selected with the goal of building, strengthening, and restoring relationships on campus. This is intended to provide the student with a voice, respect, and acceptance.

Support by Social & Emotional Learning:
  - Zed-1 will participate in mentorship and/or after school lessons tailored to their needs, starting with a lesson on respect (towards others and themselves) on [date]. Zed-1 will complete the assignment and participate in a debriefing with a Student Success Advocate.
  - This intervention was selected to intentionally teach Zed-1 self-awareness, self-management, social awareness, relationship skills, and responsible decision making. Students will need these skills to navigate life as successful adults, so we must assist students with developing them.

Reintegration by Accountability:
  - On [date] and [date], Zed-1 participated in Restorative Conversations with [teacher name—Teach 1] to discuss the events leading up to the incident, how Zed-1 was thinking and feeling at the time of the incident, who they impacted with their choices, and what they needed to do to make things right. Expectations for classroom behavior were clearly explained and Zed-1 had the opportunity to ask clarifying questions as necessary.
  - We must set high expectations and provide support to hold students accountable for repairing and learning from the impact of their actions. Students must understand the impact of their choices, take responsibility, and work to repair the harm.

Restoration by Healing and Repairing Harm:
  - On [date], Zed-1 elected to write a letter of apology to Teach-1, the teacher they cussed at in front of the class. The letter was sincere and addressed the situation thoroughly. The letter was shared with Teach-1.
  - Zed-1 was offered the opportunity to sit down with Teach-1 to discuss the matter. Zed-1 declined at this time.
• We must identify the needs of all parties involved, address these needs, address the root cause of the behavior, rebuild impacted relationships/communities, and provide opportunities for the student to reflect on, heal, fix, and learn from their actions.

**How will the interventions work together to provide the student with support to be successful?**

The rules and expectations of behavior have been clearly explained to Zed-1. Zed-1 has had the opportunity to reflect on their actions and see the impact their choices have had on the educational environment. Zed-1 has talked about alternate ways of handling a similar situation in the future and has developed a plan to be better prepared for days when they come to school frustrated. Additionally, by providing Zed-1 with access to multiple staff members and opportunities to seek assistance, we are helping Zed-1 to see that there are many people on campus who care about them and their success. We want to ensure Zed-1 knows that they can come to any of us for help or assistance and we can help them work through their struggles.

**Seeking a Change in Placement: No**

**Provide justification for removal - what interventions or supports are needed that are not available at this school site?**

Principal’s Signature: ___________________________ Date: ______________
<table>
<thead>
<tr>
<th>ZIP Code</th>
<th>Total Enrollment</th>
<th>Total # of Schools</th>
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## OPERATIONS PLAN

### STUDENT RECRUITMENT AND ENROLLMENT

(a) Minimum Breakeven Enrollment (Even if less than 90% of Planned Enrollment)

\(<90\% \text{ of Planned Enrollment requires a separate charter amendment}\)

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(b) Planned Enrollment Cap (= Basis for submitted budget and narrative, proposed enrollment cap under submitted amendment)

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(c) Maximum Enrollment (Enrolling more than 10 percent of the Planned Enrollment described in subsection b requires a separate charter amendment)

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<td>Total</td>
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# Staffing Tables of Projected Staffing Needs

**School Name here**

Nevada State Public Charter School Authority

Mike Dang

## OPERATIONS PLAN

These sheet for proposed new campus(es) RFAs

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### Management Organization Positions (EMO or CMO as may be applicable)

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### Total Back-Office FTEs

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<th>2023</th>
<th>2024</th>
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### School Staff

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### Total FTEs at School

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<th>2024</th>
<th>2025</th>
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<tbody>
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### Network

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Attachment 24 - Staffing Tables

SLAM! Nevada

100
### Elementary School Staff

<table>
<thead>
<tr>
<th>Position</th>
<th>FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principals</td>
<td>0.3</td>
</tr>
<tr>
<td>Assistant Principals</td>
<td>1.0</td>
</tr>
<tr>
<td>Counselor / Student Support Advocate</td>
<td>-</td>
</tr>
<tr>
<td>Curriculum/Instructional Coach / ELL</td>
<td>-</td>
</tr>
<tr>
<td>SPED Facilitator / Speech Psychologist</td>
<td>-</td>
</tr>
<tr>
<td>Classroom Teachers (Core Subjects)</td>
<td>-</td>
</tr>
<tr>
<td>Classroom Teachers (Specials)</td>
<td>-</td>
</tr>
<tr>
<td>Special Education Teachers</td>
<td>-</td>
</tr>
<tr>
<td>School Nurse</td>
<td>-</td>
</tr>
<tr>
<td>Office Manager</td>
<td>-</td>
</tr>
<tr>
<td>Registrar</td>
<td>-</td>
</tr>
<tr>
<td>Receptionist / Clinic Aide FASA</td>
<td>-</td>
</tr>
<tr>
<td>Teacher Aides and Assistants</td>
<td>-</td>
</tr>
<tr>
<td>School Operations Support Staff</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total FTEs at Elementary Schools</strong></td>
<td>30</td>
</tr>
</tbody>
</table>

### Middle School Staff

<table>
<thead>
<tr>
<th>Position</th>
<th>FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principals</td>
<td>0.5</td>
</tr>
<tr>
<td>Assistant Principals</td>
<td>1</td>
</tr>
<tr>
<td>Counselor / Student Support Advocate</td>
<td>1</td>
</tr>
<tr>
<td>Curriculum/Instructional Coach / ELL</td>
<td>0.5</td>
</tr>
<tr>
<td>SPED Facilitator / Speech Psychologist</td>
<td>0.5</td>
</tr>
<tr>
<td>Classroom Teachers (Core Subjects)</td>
<td>18</td>
</tr>
<tr>
<td>Classroom Teachers (Specials)</td>
<td>3</td>
</tr>
<tr>
<td>Special Education Teachers</td>
<td>3</td>
</tr>
<tr>
<td>School Nurse</td>
<td>-</td>
</tr>
<tr>
<td>Office Manager</td>
<td>0.75</td>
</tr>
<tr>
<td>Registrar</td>
<td>0.50</td>
</tr>
<tr>
<td>Receptionist / Clinic Aide FASA</td>
<td>1</td>
</tr>
<tr>
<td>Teacher Aides and Assistants</td>
<td>4</td>
</tr>
<tr>
<td>School Operations Support Staff</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total FTEs at Middle Schools</strong></td>
<td>37</td>
</tr>
</tbody>
</table>

### High School Staff

<table>
<thead>
<tr>
<th>Position</th>
<th>FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principals</td>
<td>0.5</td>
</tr>
<tr>
<td>Assistant Principals</td>
<td>1</td>
</tr>
<tr>
<td>Counselor / Student Support Advocate</td>
<td>1</td>
</tr>
<tr>
<td>Curriculum/Instructional Coach / ELL</td>
<td>0.5</td>
</tr>
<tr>
<td>SPED Facilitator / Speech Psychologist</td>
<td>0.5</td>
</tr>
<tr>
<td>Classroom Teachers (Core Subjects)</td>
<td>18</td>
</tr>
<tr>
<td><strong>Total FTEs at High Schools</strong></td>
<td>37</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Classroom Teachers (Specials)</td>
<td>3</td>
</tr>
<tr>
<td>Special Education Teachers</td>
<td>3</td>
</tr>
<tr>
<td>School Nurse</td>
<td>-</td>
</tr>
<tr>
<td>Office Manager</td>
<td>0.75</td>
</tr>
<tr>
<td>Registrar</td>
<td>0.50</td>
</tr>
<tr>
<td>Receptionist / Clinic Aide FASA</td>
<td>1</td>
</tr>
<tr>
<td>Teacher Aides and Assistants</td>
<td>4</td>
</tr>
<tr>
<td>School Operations Support Staff</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total FTEs at High Schools</strong></td>
<td>37</td>
</tr>
<tr>
<td><strong>Total Network FTEs</strong></td>
<td>74</td>
</tr>
</tbody>
</table>
SLAM Elementary school will utilize a state approved curriculum for each content area. State standards will be taught following the scope and sequence of each program. Details for each program can be found in the links provided.

<table>
<thead>
<tr>
<th>Content Area</th>
<th>Selected Curriculum(s)</th>
<th>Link to Scope and Sequence</th>
<th>ESSA Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA including foundational skills, reading and comprehension, and writing</td>
<td>ReadyGEN K-5</td>
<td><a href="https://echalk-slate-prod.s3.amazonaws.com/private/groups/4799/site/fileLinks/9170c6b6-9d77-45ed-91b8-">https://echalk-slate-prod.s3.amazonaws.com/private/groups/4799/site/fileLinks/9170c6b6-9d77-45ed-91b8-</a> ea9cfe7fcaad?AWSAccessKeyId=AKIAJSZKIBPXGFLSZTYQ&amp;Expires=1917533975&amp;response-cache-control=private%2C%20max-age%3D31536000&amp;response-content-disposition=%3Bfilename%3D%22ReadyGEN_ScopeSequence.pdf%22&amp;response-content-type=application%2Fpdf&amp;Signature=kAUzNG32y4W%2BPw8pZ8qfMEPTDQ%3D</td>
<td>ReadyGEN meets ESSA’s evidence with a rate of “promising”</td>
</tr>
<tr>
<td>ELA intervention</td>
<td>i-Ready</td>
<td>Nevada Reading Correlations</td>
<td>i-Ready meets ESSA’s evidence with a rate of “promising”</td>
</tr>
<tr>
<td>Math intervention</td>
<td>i-Ready</td>
<td>Nevada Math Correlations</td>
<td>i-Ready meets ESSA’s evidence with a rate of “promising”</td>
</tr>
<tr>
<td>Subject</td>
<td>Freckle by Renaissance</td>
<td><a href="https://classroom.freckle.com/#/science-units">https://classroom.freckle.com/#/science-units</a></td>
<td>Freckle is not rated for ESSA evidence but preliminary data shows it is research based and effective</td>
</tr>
<tr>
<td>--------------</td>
<td>------------------------</td>
<td>---------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Freckle by Renaissance</td>
<td><a href="https://support.freckle.com/hc/en-us/articles/360025756614-What-instructional-supports-are-offered-within-the-Social-Studies-Science-resources-">https://support.freckle.com/hc/en-us/articles/360025756614-What-instructional-supports-are-offered-within-the-Social-Studies-Science-resources-</a></td>
<td>Freckle is not rated for ESSA evidence but preliminary data shows it is research based and effective</td>
</tr>
<tr>
<td>Science</td>
<td></td>
<td></td>
<td><a href="https://www.commonsense.org/education/website/freckle">https://www.commonsense.org/education/website/freckle</a></td>
</tr>
</tbody>
</table>
### Instructional Analysis Templates for 3-5 Grade Span

#### Instructional Analysis for Grade 3 in Math

Provide a complete response for each component below (1 through 7) based on the listed Required Standard. Ensure that each response meets the criteria listed in the left-hand column and aligns with the new charter application package.

<table>
<thead>
<tr>
<th>Required Standard: 3.NF.A.3</th>
<th>Explain equivalence of fractions in special cases, and compare fractions by reasoning about their size.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Understand two fractions as equivalent (equal) if they are the same size, or the same point on a number line.</td>
</tr>
<tr>
<td></td>
<td>b. Recognize and generate simple equivalent fractions, e.g., $1/2 = 2/4$, $4/6 = 2/3$. Explain why the fractions are equivalent, e.g., by using a visual fraction model.</td>
</tr>
<tr>
<td></td>
<td>c. Express whole numbers as fractions, and recognize fractions that are equivalent to whole numbers. Examples: Express $3$ in the form $3 = 3/1$; recognize that $6/1 = 6$; locate $4/4$ and $1$ at the same point of a number line diagram.</td>
</tr>
<tr>
<td></td>
<td>d. Compare two fractions with the same numerator or the same denominator by reasoning about their size. Recognize that comparisons are valid only when the two fractions refer to the same whole. Record the results of comparisons with the symbols $&gt;$, $=$, or $&lt;$, and justify the conclusions, e.g., by using a visual fraction model.</td>
</tr>
</tbody>
</table>

1. **Learning Targets**
   Identify the objectives students must know that align with the Required Standard and can be assessed to demonstrate mastery of the Required Standard.

   Students will:
   - Be able to compare the size of two fractions with the same numerator or the same denominator and recognize that comparisons are valid only when the two fractions refer to the same whole.
   - Recognize and generate simple equivalent fractions and explain why the fractions are equivalent.

3. **Prior Knowledge**
   List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.

   Prior Knowledge/skills required prior to meeting learning targets

   Students should be able to:
   - Partition circles and rectangles into two, three, and four equal shares.
   - Describe the shares using the words halves, thirds, and fourths.
   - Describe the whole as two halves, three thirds, or four fourths.

   Third grade students should also have prior knowledge of mathematics standards 3.NF.A.1 and 3.NF.A.2. Students:
   - know that fractions must have equal parts.
   - know that fractions can show parts of a whole and parts of a set.
   - know that when the whole is cut into equal parts, the denominator represents the number of equal parts.
   - know that the numerator of a fraction counts the equal parts that are shaded or different from the other parts.

   Students will be able to verbally explain and visually recognize vocabulary terms: fraction, number line, numerator, denominator, and equivalent.

   This will allow them to explain equivalence of fractions in special cases, and compare fractions by reasoning about their size. For example, students would be able to interpret the fraction of $4/4$ as equal to one whole by seeing...
the example of an orange being cut into four equal pieces and being put back together to make the whole. **This corresponds to the learning targets by students recognizing fractions with the same numerator and denominator are equal to one whole.**

Knowing this, students will be able to compare two fractions with the same numerator or the same denominator by reasoning about their size.

Students will recognize that an orange cut into 4 equal pieces will make one whole, however, taking the visual orange model, the student can generate a simple equivalent fraction by taking 2/4 of the orange and making it into 1/2. This corresponds to the learning target of students knowing equivalent fractions name the same part of a whole even though they have different numerators and denominators.

### 4. **Instructional Plan**

Describe the process for presenting new information necessary for students to meet the learning targets. Describe the instructional strategies used to lead students to meet each of the learning targets identified.

<table>
<thead>
<tr>
<th>Direct Instruction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review prior Learning/Vocabulary</td>
</tr>
<tr>
<td>Introduce Guiding Questions</td>
</tr>
<tr>
<td>1. Using fraction tiles, can you correctly compare two fractions with the same numerator? <em>Which is greater, three-sixths or three-fourths?</em></td>
</tr>
<tr>
<td>2. Using fraction tiles, can you correctly compare two fractions with the same denominator? <em>Which is the larger fraction, two-eighths or five-eighths?</em></td>
</tr>
<tr>
<td>3. Can you use a benchmark fraction (zero, one-half, or one-whole) to compare fractions with unlike numerators and denominators? Which is the smaller fraction, seven-eighths or two-sixths? <em>(Students should realize that seven-eighths is almost one whole, while two-sixths is less than one-half, so seven-eighths must be the larger fraction.)</em></td>
</tr>
</tbody>
</table>

**High-Yield Instructional Strategies (visuals, manipulatives, and cooperative learning)**

| 4. The teacher would begin by asking the students to organize their fraction tiles. *Which piece represents the whole? How do you know? Put that piece at the top of your desk. Find the piece that represents one-half. What color is it? How many one-half pieces are there? Why? Put that piece under your one whole.* |
| 5. Continue until the students have lined up all of the fraction tiles from one whole to twelve-twelfths. |
| 6. Ask students to compare several common fractions and have them write the inequality on an individual white board. Students should physically move the tiles so they can compare the fractions, write the entire inequality on the board, and then hold it up so the teacher can quickly assess understanding (1/4 ____ 3/4; 2/3 ____ 1/8; 1/12 ____ 7/8; 5/10 ____ 1/2) |
| 7. Remind the students that fraction tiles are models that are helpful when we need to solve challenging mathematics problems. They help us visualize fractions in a more concrete way. Sometimes; however, we may need to be able to solve real world fraction problems without using our fraction tiles. *Imagine I am at home baking in my kitchen. I need one-fourth of a cup of butter for my world famous chocolate chip cookies. I take out a stick of butter,* |
which I know is one-half of a cup. Do I need more butter? Less? Do I whip out my fraction tiles right there on my kitchen counter to help me solve my problem?

**Shared Inquiry/ Cooperative Learning:**

Students will be using the tiles and working together to brainstorm some strategies for comparing fractions without using the fraction tiles.

**Independent Practice:** Students will work in pairs to complete a survey in their math journals and justify their responses.

**Formative Assessment:** Students will be given brief checks for understanding after each lesson component to determine mastery of the learning objectives.

**Closure/Exit ticket:** The teacher will ask students to complete an inequality () on a sticky note. Students will post their sticky notes on the door as their "Ticket Out" at the end of the lesson.

The lesson will close with a restatement of the learning objectives as well as an exit ticket, which will alert the teacher to the need for further review, re-teaching, and enrichment to increase rigor.

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**5. Instruction**

Describe the activity/tasks students will complete to meet the learning targets. Identify components of the program of instruction and educational philosophy that are incorporated into Instruction.

**Activity/Tasks:**

1. Continuing to use the fraction tiles, students complete the following inequalities in their math journals as the teacher charts the responses for the whole class on chart paper, the document camera, or overhead projector.

   \[
   \frac{1}{8} \\
   \frac{3}{4} \quad \frac{3}{12} \\
   \frac{5}{10} \quad \frac{5}{6} \\
   \frac{2}{3}
   \]

2. Ask students what they notice about this set of fractions. *They all ask you to compare fractions with the same numerator.* What pattern or rule do they see emerging? *If the numerator is the same, the fraction with the smaller denominator is the larger fraction.* Why? *The smaller denominator means larger pieces of the whole.* For example, *one-half is larger than one-twelfth.* Students would then add this rule to your "Ways to Compare Fractions" anchor chart (Sample below)
3. **What if our fractions do not have the same numerator?** Give students this set of fractions to compare. They should log the answers in their math journals as before, while the teacher can call on students to help complete the class answer chart.

\[
\begin{array}{c}
\frac{3}{4} > \frac{1}{4} \\
\frac{10}{12} = \frac{6}{12} \\
\frac{2}{8} > \frac{7}{8} \\
\frac{1}{6} > \frac{2}{6}
\end{array}
\]

4. Ask students what they notice about this set of fractions. *They all ask you to compare fractions with the same denominator.* What pattern or rule do they see emerging? *If the denominator is the same, the fraction with the larger numerator is the larger fraction.* Why? *The larger numerator means you have more pieces of the whole. For example, three-fourths is larger than one-fourth.* Add this rule to your comparing fractions anchor chart.

5. Teacher would give students one more set of fractions to compare. These fractions do not have the same numerators OR the same denominators, tasking students with trying to find a way to compare these fractions on their own.
As students try to figure out the rules on their own, teacher may allow them to discuss their thinking with their peers. If any group seems frustrated, teacher may give some guiding questions: *Is this fraction equal or almost equal to any other “friendly” fraction you know? Do you know if it is a big piece? Is it close to one whole? Close to zero?*

6. Ask students how they completed the inequalities and validate any correct answers. Some students will notice fractions can be compared to one half. *I know five out of ten is the same as one half, but three out of eight is less than one half so five-tenths is the greater fraction.* Others will notice that when the numerator and denominator are close in range, that fraction is close to one whole. *I know eleven-twelfths is almost one whole and two-eighths is far from one whole, so eleven-twelfths must be larger.*

Visual learners and EL Learners may want to draw pictures.

**Independent Practice:** Students will work in pairs to complete the “**Would You Rather?**” survey in their math journals and justify their responses. The teacher should circulate and listen to student discussion and observe how the pairs discuss their choices and how students explain their responses.

**WOULD YOU RATHER?**

**Directions:** Working with your partner, decide which fraction you would prefer for each activity. You may use any of the strategies we discussed for comparing fractions. Circle the answer you choose. (Your answer may be different than your partner. There are no right or wrong answers here!) Then write a sentence or draw a picture to explain which strategy you used to determine your answer.

**Would you rather . . .**

* Eat 1/8 or 1/4 of a chocolate cake?
* Spend 1/2 an hour or 3/4 of an hour cleaning your bedroom?
* Complete 2/6 or 2/10 of a math workbook page?
* Eat 4/4 or 2/4 of SLAM cafeteria’s famous fish sticks?

**Closure:**
The teacher will gather the students back together at the end of the independent practice activity. Ask one student how he or she answered the first "Would You Rather" question, would you rather eat one-eighth or one-fourth of a chocolate cake? Ask another student if he or she agrees. Then ask the first student to put their math journal under the document camera (if...
available) to show how they decided on their answer. Ask the second student if they used the same strategy or a different one.

The teacher will ask students to complete an inequality ( ) on a sticky note. Students will post their sticky notes on the door as their "Ticket Out" at the end of the lesson. The teacher will ask each student to justify his or her response as they post it on the door and will work individually with any student who is not able to complete the inequality correctly.

**The components of the instructional program incorporated include:**

1. **Direct instruction** – Students will receive explicit, direct instruction in each of the learning targets addressed in the standard.
2. **High-yield instructional strategies** – Students will be able to utilize visuals, manipulatives, and cooperative learning to answer the essential questions.
3. **Shared inquiry** – Students will develop strategies for justifying, reflecting, and critiquing the reasoning of others to adjust their predictions and final answers.
4. **Differentiation** – Students are purposefully grouped in small groups, as well as utilizing the fish bowl strategy.

The components of the educational philosophy incorporated include:

1. **Rigor** - The standard was deconstructed into learning targets in order for the students to meet the standards in the most efficient manner. Formative and summative assessments were chosen for their effectiveness to assess the mastery of the content.
2. **Relevance** – The lesson was brought to life with real examples students can identify with on a daily basis to see the usefulness of fractions.
3. **Relationships** – Students worked together in small and whole group settings to investigate, reflect, and critique their work.

**6. Formative Assessment**

List criteria for determining whether students have met each of the learning targets.

At the beginning of the lesson, the teacher will review the students' previous knowledge of fractions including:

- the idea that fractions are equal parts of a whole or set
- fractions have special names
- the denominator names the number of parts in the whole or the set
- the numerator names the number of equal parts that are shaded or different in some way

In this activity, students will be using fraction tiles. After allowing them some free exploration time, ask students:

1. *What is our whole when we are working with fraction tiles?*
2. *Can you show me the piece that represents one-half? How many half pieces are there? Why?*

Continue with thirds, fourths, sixths, etc. until students clearly see the relationship between the number of pieces and the denominator.
As the students manipulate the fraction tiles, the teacher observes their behavior and listen carefully to each child's explanations.

<table>
<thead>
<tr>
<th>7. Summative Assessment</th>
<th>Summative Assessments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe how students will demonstrate mastery of the Required Standard. Describe the criteria used to determine whether a student has mastered the Required Standard.</td>
<td><strong>Survey:</strong> Students will work in pairs to complete the <em>Would You Rather</em> survey in their math journals and justify their responses.</td>
</tr>
<tr>
<td></td>
<td>Criteria for how students demonstrate mastery of the required standard:</td>
</tr>
<tr>
<td></td>
<td>Proficiency will be 80% or higher on Survey Responses.</td>
</tr>
<tr>
<td></td>
<td><strong>Exit Ticket:</strong> The teacher will ask students to complete an inequality () on a sticky note. Students will post their sticky notes on the door as their &quot;Ticket Out&quot; at the end of the lesson.</td>
</tr>
<tr>
<td></td>
<td>The teacher will ask each student to justify his or her response as they post it on the door. As a follow-up, teacher will work individually with any student who is not able to complete the learning target correctly.</td>
</tr>
<tr>
<td></td>
<td>Summative assessments will be scored by a rubric:</td>
</tr>
<tr>
<td></td>
<td>0-2 point scale:</td>
</tr>
<tr>
<td></td>
<td>8. 0 points – No evidence of learning, student does not demonstrate understanding of the skills taught</td>
</tr>
<tr>
<td></td>
<td>9. 1 point – Attempt at implementing learning, students demonstrates some understanding of the skills taught with support</td>
</tr>
<tr>
<td></td>
<td>10. 2 points – Successful at implement learning, students demonstrate understanding of most or all of the skills taught with little support</td>
</tr>
</tbody>
</table>

| 8. Remediation | Teacher would use Differentiated Instruction (DI) strategies to support individual student’s learning needs. The class may be divided into various Math Centers (the number of students in each group will vary based on understanding of the concept) |
|----------------|For struggling students, the teacher may provide scaffolding and support through: |
|                | • Reteach Center – Teacher works one-on-one or small group of students using worksheets for better understanding. |
|                | • Technology Center – teacher can assign a computer-based lesson (such as i-Ready) allowing students to practice the concept |

**RtI/MTSS (Response to Intervention/ Multi-Tiered System of Supports)**

SLAM faculty will differentiate instruction as necessary, as well as offer tutoring services or others such assistance to ensure students remain successful. Student performance will be continuously assessed and students not making adequate progress towards mastery of the standards will be provided with appropriate supports and interventions as follows:

- Reading strategies in the content area will be facilitated
through the curriculum to provide students with additional practice to those being taught during classes.
- Daily pullout tutoring, as well as after school tutoring may be required for those students consistently demonstrating non-mastery of the standards.

Students consistently demonstrating non-mastery of benchmarks on teacher generated quizzes, chapter tests, projects, investigations, and poor academic progress will be targeted for supplemental and intensive instruction/intervention.

1. Using real-time data from frequent assessment results, SLAM will provide the necessary individual, classroom and/or school-wide intervention programs which include: research-based specific targeted tutoring during and after school; supplemental intervention programs and support within the respective reading, math, science, and history classrooms through academic coaching, lesson modeling, computerized intervention programs; and pull out services (as needed).

2. When it is determined that the strategies/interventions and/or curriculum are not meeting the student needs, the team will make accommodations and adaptations as necessary to meet student needs and drive achievement of all students. Based on the data analysis, the principal and lead teachers collaboratively develop an instructional focus calendar with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of calendars, student assessment data will drive decisions for continuous improvement of the teaching and learning process.

3. Data will be used to modify curriculum or instruction and adjust interventions through the RTI tiered process, as necessary, depending upon the student’s academic growth and demonstration of proficiency.

4. The RTI team will be responsible for developing progress monitoring plans that identify assessments used for diagnosis, placement, and proven supports. If, after the RTI and differentiation process, it is found the student is still not mastering the standards, the Special Education team will be consulted for further evaluation.

**Instructional Analysis for Grade 3 in Science**

*Provide a complete response for each component below (1 through 7) based on the listed Required Standard. Ensure that each response meets the criteria listed in the left-hand column and aligns with the new charter application package.*

<table>
<thead>
<tr>
<th>Required Standard: <strong>3.PS2-1</strong></th>
<th>Plan and conduct an investigation to provide evidence of the effects of balanced and unbalanced forces on the motion of an object.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Learning Targets</strong></td>
<td><strong>1. Students will apply systems and system models as they investigate how energy affects Earth systems.</strong></td>
</tr>
<tr>
<td>Identify the objectives students must know that align with the Required Standard and can be assessed to demonstrate mastery of the Required Standard.</td>
<td><strong>2. Students will observe the reaction of an object based on the polarity of a magnet.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>3. Students will demonstrate how electric charges will result in the motion of the object through experimentation</strong></td>
</tr>
<tr>
<td></td>
<td><strong>4. Students will be able to explain how opposites attract and likes repel</strong></td>
</tr>
<tr>
<td></td>
<td><strong>5. Students will create a test object to observe a magnetic object move by utilizing the scientific method.</strong></td>
</tr>
</tbody>
</table>
### 2. Prior Knowledge

List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.

Knowledge/skills required prior to meeting learning targets:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.P.1.1</td>
<td>Students know that a magnet pulls on all things made of iron without touching them, and that this pulling can result in motion. Students know that a magnet attracts some metals, but not all of them. Students know that a magnet has a force field and poles that determine how a metal affected by the magnet will behave within its field.</td>
</tr>
<tr>
<td>4.P.1.2</td>
<td>Students know that an object that has been electrically charged pulls or pushes on all other charged objects and that this can result in motion. Students know that electrical charges can result in attraction, repulsion or electrical discharge.</td>
</tr>
</tbody>
</table>

- Construct meanings for previous vocabulary that includes: attract, iron, magnet, metal, pole, push, pull, repulsion, repel, force field, scientific method, and force
- Compare inferences to what occurred in the activating strategy
- Formulate a model that will explore the learning target of observing an object based on the polarity of a magnet.

How prior knowledge will be used:

Students will be able to recall and explain the vocabulary terms: attract, iron, magnet, metal, pole, push, pull, repulsion, repel, force field, scientific method and force to be able to observe the learning target of how an object reacts based on the polarity of a magnet and how to demonstrate electrical charges will result in the motion of the object through experimentation.

By understanding the process of electrical charges, students will be able to process the learning target of explaining how opposites attract and likes repel.

Students will be able to record and analyze data as they create an object to test the polarity of a magnet. This will assist the students meeting the learning target of observing a magnetic object more.

### 3. Instructional Plan

Describe the process for presenting new information necessary for students to meet the learning targets. Describe the instructional strategies used to lead students to meet each of the learning targets identified.

<table>
<thead>
<tr>
<th>Direct Instruction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction will begin with the engagement activity in which students will become mentally active by observing and inferring the properties of magnetism on a needle and thread and a general magnet. A general conclusion will be made and will need to be justified at the conclusion of the lesson.</td>
</tr>
<tr>
<td>The lessons objective of, &quot;I will be able to apply system models as a means to investigate how energy affects the Earth,&quot; and essential question of, “How can electrical charges to explained with attraction and repulsion of a magnetic object? will be shared with the students to prepare them for the day’s learning.</td>
</tr>
</tbody>
</table>

**High-Yield Instructional Strategies (visuals, manipulatives, cooperative learning, and graphic organizers)**

- Students will independently formulate a hypothesis on magnetism through various objects.
- Students will formulate a model by working in cooperative pairs to design an experiment to test the pull of a magnet through paper. Critical thinking will be developed through student inquiry of adding paper as the hypothesis is tested through the scientific method.
- In working with the manipulatives, graphic organizers, and visuals, students are able to further elaborate, analyze, hypothesize, and evaluate with their original though and to develop higher-order questioning skills with their experiences.
**Academic Language**

- Academic language can be further defined and interpreted through the use of a graphic organizer and visual creation of the following terms:
  - Scientific Method
  - Hypothesis
  - Magnetism
  - Results
  - Conclusion

**Cooperative Learning**

- Students will work in differentiated small groups based on previous assessments on ability level and will record their design on a piece of paper from the model on magnetism using a magnet, paper clips and multiple pieces of paper as their hypothesis is tested.
- The lead recorder of each group will be asked to go to the main white board and sketch their design. The spokesperson of the group will be asked to briefly explain how their design explains the force of magnetism when strength is reduced.
- Once all groups have shared, the teacher will bring the class back to whole group to discuss what each group had in common in their designs and how the explanations were similar and how they were different.

**Independent Practice** will be assessed quickly

- Teacher will re-teach specific skills in small groups if needed as to why magnetism will change based on the thickness of an item, i.e. paper or clothing. Enrichment activities will be offered to those students who grasp the concept quickly and have their ability to reason and communicate in multimodal scientific concepts.

**Formative Assessment**

- The teacher will assess students during the cooperative learning small group discussions and beginning engagement activity.

**Response to Intervention**

- The lesson will close with a restatement of the learning targets and an exit ticket, which will alert the teacher if re-teaching needs to take place, and the enrichment needs of certain students.

---

**4. Instruction**

Describe the activity/tasks students will complete to meet the learning targets. Identify components of the program of instruction and educational philosophy that are incorporated into Instruction.

**Activity/Tasks:**

Present the following visual to the students:

- **Engage** the students by attaching a needle to an 18-inch piece of thread and tie it off so that the needle will not come off the thread. Tape the end without the needle to the table. Lift the needle using the magnet to show the attraction between the needle and magnet. With the thread fully extended, gently separate the needle from the magnet, but keep the magnet very close to the needle. The needle will be “floating,” and you can catch the needle when done in your free hand.
- **Explore** by placing students into cooperative groups and give them a magnet, paper clips, and many squares of paper. Ask them to write down their hypothesis and sketch their design of how many pieces of paper they believe will demagnetize the paper clips from the magnet. Have them work to see how many pieces of paper they can place between the
paper clips and magnets.
- Ask students to draw their design on the board and explain how their design is efficient and correct. **(Learning Target #1-3)**
- Repeat the needle demonstration and have students elaborate as to why the needle floated and the beginning and fell this time based on distance.
- Have students document their final answers in their inquiry notebooks and to justify whether their original hypothesis was correct and if not, what would need to be done differently to come up with the correct answer. **(Learning targets 4-5)**

The components of the instructional program incorporated include:

1. Direct instruction – students will receive explicit, visual instruction with an example in each of the learning standards to address the learning targets.
2. High-yield instructional strategies – Students will be able to utilize visuals, manipulatives, cooperative groups, and graphic organizers to answer the essential question.
3. Cooperative learning – Students will collaborate with one another on hypothesizing, analyzing, and evaluating on the task.

The components of the educational philosophy incorporated include:

1. **Rigor** - The standards were deconstructed in order of the learning targets to be met through a student-centered learning environment that encourages critical thinking and higher-order questioning through opportunities to manipulate physical materials to construct models.
2. **Relevance** – The lesson showed relevance in that students interact with magnetism on a daily basis and have a natural curiosity as to how the world works around them.
3. **Relationships** – Students worked together in small groups and whole group settings to hypothesize, analyze, elaborate, and evaluate magnetism.

<table>
<thead>
<tr>
<th>1. <strong>Formative Assessment</strong></th>
<th>After the learning activity, students will be formatively assessed to determine whether they have met the learning targets addressed in the lesson.</th>
</tr>
</thead>
<tbody>
<tr>
<td>List criteria for determining whether students have met each of the learning targets.</td>
<td>Students will be shown a magnetic decorative pin. Ask the student, “Why would I be able to wear this pin with a knit shirt or a thin t-shirt, and not a sweater?” Students will record their answers in their science notebook as an exit ticket. Assess the students on their ability to understand that magnets can pull through certain materials and how the force can travel through other things. Also check their understanding that the strength of the magnetism dissipates as the object moves away from the magnet, such as with thicker clothing.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. <strong>Summative Assessment</strong></th>
<th>Criteria for how students demonstrate mastery of the required standards:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe how students will demonstrate mastery of the Required Standard. Describe the criteria used to determine whether a student has mastered the Required Standard.</td>
<td>Students will create a magnetic field drawn model that accurately shows that energy is present when fields are moving and how forces are affected by the distance between them. They will use the scientific method to prove their model through the hypothesis, analyzing, elaborating, and evaluating the effectiveness in paragraph written form. Students might use digital media in presentations of their models to enhance understanding. This might include textual, graphical, audio, visual, and interactive elements.</td>
</tr>
</tbody>
</table>
Students will successfully show mastery of the standards when they achieve a proficiency level (3-4) based on the following rubric of developing a written model of a magnetic field and correctly identify the scientific terms and process:

4 – Successfully creates a creative magnetic field drawn model that accurately shows that energy is present when fields are moving and how forces are affected by the distance between them. Correctly and efficiently uses the scientific method to prove their model through the hypothesis, analyzing, elaborating, and evaluating the effectiveness in paragraph written form.
3 – Creates a creative magnetic field drawn model that shows that energy is present when fields are moving based on the distance between them. Correctly uses the scientific method to show their model and evaluates the effectiveness in paragraph form.
2 – Attempted to create a magnetic field drawn model to show energy is present when fields are moving based on the distance between them. Demonstrates some understanding of the scientific method and is able to somewhat explain in written paragraph form.
1 – Failed to create a magnetic field drawn model to show energy is present when fields are moved based on the distance between them. Did not attempt the scientific method or to evaluate the effectiveness in written paragraph form.

3. Remediation
Describe the processes available to provide support to students that do not meet the learning targets.

Processes available to provide support to students not meeting the learning targets:

- **Restructure lesson using UDL principals:** Provide students with multiple choices for how they can represent their understandings (e.g. multisensory techniques-auditory/visual aids; pictures, illustrations, graphs, charts, data tables, multimedia, modeling).
- Provide multiple grouping opportunities for students to share their ideas and to encourage work among various backgrounds and cultures (e.g. multiple representation and multimodal experiences).
- Engage students with a variety of Science and Engineering practices to provide students with multiple entry points and multiple ways to demonstrate their understandings.
- Use project-based science learning to connect science with observable phenomena.
- Structure the learning around explaining or solving a social or community-based issue.
- Provide ELL students with multiple literacy strategies.
- Collaborate with after-school programs or clubs to extend learning opportunities.

**Rti/MTSS Process:**

1. SLAM faculty will differentiate instruction as necessary, as well as offer tutoring services or others such assistance to ensure students remain successful. Student performance will be continuously assessed and students not making adequate progress towards mastery of the standards will be provided with appropriate supports and interventions as follows:
   - Reading strategies in the content area will be facilitated.
through the curriculum to provide students with additional practice to those being taught during classes.

- Daily pullout tutoring, as well as after school tutoring may be required for those students consistently demonstrating non-mastery of the standards.

Students consistently demonstrating non-mastery of benchmarks on teacher generated quizzes, chapter tests, projects, investigations, and poor academic progress will be targeted for supplemental and intensive instruction/intervention.

1. Using real-time data from frequent assessment results, SLAM will provide the necessary individual, classroom and/or school-wide intervention programs which include: research-based specific targeted tutoring during and after school; supplemental intervention programs and support within the respective reading, math, science, and history classrooms through academic coaching, lesson modeling, computerized intervention programs; and pull out services (as needed).

2. When it is determined that the strategies/interventions and/or curriculum are not meeting the student needs, the team will make accommodations and adaptations as necessary to meet student needs and drive achievement of all students. Based on the data analysis, the principal and lead teachers collaboratively develop an instructional focus calendar with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of calendars, student assessment data will drive decisions for continuous improvement of the teaching and learning process.

3. Data will be used to modify curriculum or instruction and adjust interventions through the RTI tiered process, as necessary, depending upon the student's academic growth and demonstration of proficiency.

4. The RTI team will be responsible for developing progress monitoring plans that identify assessments used for diagnosis, placement, and proven supports. If, after the RTI and differentiation process, it is found the student is still not mastering the standards, the Special Education team will be consulted for further evaluation.
### Instructional Analysis for Grade 5 in Reading

Provide a complete response for each component below (1 through 7) based on the listed Required Standard. Ensure that each response meets the criteria listed in the left-hand column and aligns with the new charter application package.

<table>
<thead>
<tr>
<th>Required Standard: 5.RI.2</th>
<th>Determine two or more main ideas of a text and explain how they are supported by key details; summarize the text.</th>
</tr>
</thead>
</table>

#### 1. Learning Targets

**Identify the objectives students must know that align with the Required Standard and can be assessed to demonstrate mastery of the Required Standard.**

1. Students will know that key supporting details help to support the main idea.
2. Students will be able to locate the key supporting details in a piece of informational text with the help of annotation.
3. Students will identify two or more main ideas and how they are supported by key details and examples from informational text.

#### 2. Prior Knowledge

**List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.**

**Knowledge/skills required prior to meeting learning targets:**
- RI.4.1 - Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.
- RI.4.2 - Determine the main idea of a text and explain how it is supported by key details; summarize the text.
- RI.5.1 – Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.
- RI.5.3 – Explain the relationship or interactions between two or more individuals, events, ideas, or concepts in historical, scientific, or technical text based on specific information in the text.

**How prior knowledge will be used:**

Students will be able to better understand what they read by using the strategy of close reading and chunking the text to understand the purpose and to see the “big idea” of the text. This corresponds to the learning target by allowing student to find the main idea of piece of informational text.

By understanding the process of connecting the supporting details to the main idea, students will be able to hit the learning target of locating the key supporting details in a piece of informational text by reading beyond the surface and to begin to seek answers by formulating questions.

By explaining how the main idea is supported by the key details, students are able to then support their inferences and conclusions, thus being able to master the learning target.

#### 3. Instructional Plan

**Describe the process for presenting new information necessary for students to meet the learning targets. Describe the instructional strategies used to lead students to meet each of the learning targets identified.**

**Direct Instruction**
- Introduce the Essential Question: “How are main ideas supported by key details in a piece of informational text?”
- Introduce the Objective: “I will be able to identify two or more main ideas in a piece of informational text by locating the key details for support.”
- Introduce the Big Idea: Authors will place the main idea(s) in informational text and use key details to support the text so it is easier for you to summarize.
- Instruction will begin with a paragraph on a well-known popular sports figure as the teacher models locating the key details of the paragraph with the assistance of the whole group.

**High-Yield Instructional Strategies (graphic organizer, word walls, and**
**Instruction**

Describe the activity/tasks students will complete to meet the learning targets. Identify components of the program of instruction and educational philosophy that are incorporated into Instruction.

<table>
<thead>
<tr>
<th>Activity/Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher will review vocabulary terms, main idea, key detail, and supporting details.</td>
</tr>
<tr>
<td>Teacher will model locating the key and supporting details of a paragraph in order to find the main idea by using different colored markers to identify each pertinent section.</td>
</tr>
<tr>
<td>Student will review how to determine the main idea of a text in which there is one clear main idea by practicing with their own example paragraph they choose out of 3 different sport’s figures.</td>
</tr>
<tr>
<td>Teacher will introduce a short essay in which there are two main ideas about a prominent sport’s figure.</td>
</tr>
<tr>
<td>Students will close read and discuss the essay in small differentiated groups (different groups will have different Lexile levels based on previous assessments) and explore how a text can have multiple main ideas.</td>
</tr>
<tr>
<td>Teacher will stop and scaffold the discussion with guiding questions:</td>
</tr>
<tr>
<td>1. How is it possible to have 2 main ideas?</td>
</tr>
<tr>
<td>2. Are both main ideas equally supported?</td>
</tr>
<tr>
<td>3. How does determining the main ideas help to summarize the text?</td>
</tr>
</tbody>
</table>
Teacher will review the strategy of chunking a text. Students will practice reading informational articles on their favorite athletes and chunk the text to determine the main idea. Students will be asked:
1. Is the main idea of chunk 2 the same as chunk 1?
2. Is this a new idea?
3. How does the author support each idea?

Students will then highlight each main idea and number each supporting detail.

The components of the instructional program incorporated include:

1. Direct instruction – students receive explicit, direct instruction on each of the learning targets by exploring the objective, essential question, and big idea.
2. High-yield instructional strategies – Students will be able to more adequately hit the learning targets by using the word wall, graphic organizers, and differentiated cooperative learning groups.
3. Shared inquiry – Students will develop strategies in being able to collectively annotate a text in order to locate key and supporting details to support the main idea.
4. Differentiation – Students are purposefully grouped in order to drive the instruction. They are also utilizing Kagan strategies in order to build relationships.

The components of the educational philosophy incorporated include:

1. Rigor – Standards are scaffolded in order to provide the highest level of understanding with reading strategies. Formative and summative assessments are chosen by their effectiveness to show thorough mastery of the standard content.
2. Relevance – The lesson is Slamified by using modern-day sport’s figures in which students can identify with.
3. Relationships – Students effectively worked together in purposeful small groups, as well as utilized Kagan strategies to build relationships by encouraging students to work with one another.

### 5. Formative Assessment
List criteria for determining whether students have met each of the learning targets.

- After the learning activity, students will be formatively assessed to determine whether they have met the learning targets addressed in the lesson.
- Students will create a wheel-and-spoke diagram with the name of their athlete in the center and multiple main ideas they discovered from their article surrounding on the spokes.
- Student will briefly summarize the supporting details for each main idea under the main idea spoke on the chart.
- Teacher will assess the student's ability to identify multiple main ideas as well as differentiate between main ideas and supporting details.

### 6. Summative Assessment
Describe how students will demonstrate mastery of the Required Standard. Describe the criteria used to determine whether a student has mastered the Required Standard.

Student will individually summarize their article using their wheel-and-spoke diagram as a framework. The teacher will assess with a rubric which will help the teacher to answer the following questions:
1. Did the student annotate/highlight the key details from the text?
2. Does the student understand how to identify a main idea?
3. Is the student able to put a main idea into his or her own words?
4. Can the student support a main idea with details?
5. Is the study able to keep relevant details with the correct main idea?
Summative assessments consisting of a written summary will be scored by a rubric:

0 = No evidence of learning (Student does not demonstrate understanding of the skills taught)

1 = Attempted at implementing the learning (Students demonstrate some understanding of the skills taught with support)

2 = Successful at implementing learning (Student demonstrates understanding of most or all of the skills taught with little support)

### 7. Remediation

Describe the processes available to provide support to students that do not meet the learning targets.

<table>
<thead>
<tr>
<th>Processes available to provide support to students not meet the learning targets:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Teachers could provide a different writing frame/ graphic organizer to help students organize their summative assessment response</td>
</tr>
<tr>
<td>• EL students may be provided with an appropriate translation dictionary in order to determine the meanings of unfamiliar words.</td>
</tr>
<tr>
<td>• Some students may require additional guidance from the teacher during Guided Practice, including summarizing the key information and specific vocabulary instruction</td>
</tr>
</tbody>
</table>

**Rti/MTSS:**

1. SLAM faculty will differentiate instruction as necessary, as well as offer tutoring services or others such assistance to ensure students remain successful. Student performance will be continuously assessed and students not making adequate progress towards mastery of the standards will be provided with appropriate supports and interventions as follows:
   - Reading strategies in the content area will be facilitated through the curriculum to provide students with additional practice to those being taught during classes.
   - Daily pullout tutoring, as well as after school tutoring may be required for those students consistently demonstrating non-mastery of the standards.
   - Students consistently demonstrating non-mastery of benchmarks on teacher generated quizzes, chapter tests, projects, investigations, and poor academic progress will be targeted for supplemental and intensive instruction/intervention.

2. Using real-time data from frequent assessment results, SLAM will provide the necessary individual, classroom and/or school-wide intervention programs which include: research-based specific targeted tutoring during and after school; supplemental intervention programs and support within the respective reading, math, science, and history classrooms through academic coaching, lesson modeling, computerized intervention programs; and pull out services (as needed).

3. When it is determined that the strategies/interventions and/or curriculum are not meeting the student needs, the team will make accommodations and adaptations as necessary to meet student needs and drive achievement of all students. Based on the data analysis, the principal and lead teachers collaboratively develop an instructional focus calendar with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of calendars, student assessment data will drive decisions for continuous
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>improvement of the teaching and learning process.</td>
</tr>
<tr>
<td>4.</td>
<td>Data will be used to modify curriculum or instruction and adjust interventions through the RTI tiered process, as necessary, depending upon the student's academic growth and demonstration of proficiency.</td>
</tr>
<tr>
<td>5.</td>
<td>The RTI team will be responsible for developing progress monitoring plans that identify assessments used for diagnosis, placement, and proven supports. If, after the RTI and differentiation process, it is found the student is still not mastering the standards, the Special Education team will be consulted for further evaluation.</td>
</tr>
</tbody>
</table>
## Instructional Analysis for Grade 3 in Writing

Provide a complete response for each component below (1 through 7) based on the listed Required Standard. Ensure that each response meets the criteria listed in the left-hand column and aligns with the new charter application package.

**Required Standard:** W.2

### 1. Learning Targets
Identify the objectives students must know that align with the Required Standard and can be assessed to demonstrate mastery of the Required Standard.

- Students will locate the key ideas and evidence in an informational article with the teacher’s assistance.
- Students will form inquiries based on evidence.
- Students will conduct research based on observations about portraits.
- Students will write a short explanatory text on their wondering from a portrait.

### 2. Prior Knowledge
List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.

Knowledge/skills required prior to meeting learning targets:

- W.2.2 - Write informative/explanatory texts in which they introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section.
- W.2.5 - With guidance and support from adults and peers, focus on a topic and strengthen writing as needed by revising and editing.
- W.3.7 - Conduct short research projects that build knowledge about a topic.
- W.3.10 - Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.
- SL.3.3 - Ask and answer questions about information from a speaker, offering appropriate elaboration and detail.

How prior knowledge will be used:

Students will need to review and recall the writing vocabulary terms: explanatory, topic sentence, supporting details, evidence, and closing statement. This corresponds to the learning target of students discussing elements of well-written sentences combining to form a strong paragraph.

Knowing this information, students will be able to introduce a topic with researched facts and evidence to be able to strengthen their writing with the support of adults and peers to hit the learning target of writing a research-based short explanatory text.

### 3. Instructional Plan
Describe the process for presenting new information necessary for students to meet the learning targets. Describe the instructional strategies used to lead students to meet each of the learning targets identified.

**Direct Instruction**

- Introduce the Essential Question: How can a portrait and articles be examined to gain useful information about a person?
- Introduce the objective: I will observe, discuss, and write about an athlete that is an important part of culture.
- Introduce the Big Idea: Famous athletes often seek ways to express their identity through speech, actions, and choices.
- Guide students in the selection of an athlete and assist them in finding two portraits.
- Review important writing and portrait vocabulary: explanatory, topic sentence, supporting details, evidence, closing statement, facial expression, gestures, clothing, and setting.
<table>
<thead>
<tr>
<th>High-Yield Instructional Strategies (modeling, visuals, think-pair-share, compare/contrast)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Students will be shown portraits of several different prominent athletes, which will engage them with the relevance of the sport they like the most.</td>
</tr>
<tr>
<td>o After picking one portrait, students will work by using the computer cart to find another picture online of the same athlete, but shows different attributes.</td>
</tr>
<tr>
<td>• The teacher will model with the assistance of the students how to break apart a portrait to notice facial expression, gestures, clothing, setting, and objects that are important to the overall message of the athlete.</td>
</tr>
<tr>
<td>• Students will be placed in partner pairs to form inquires based on evidence they will see in portraits of famous athletes.</td>
</tr>
<tr>
<td>o Students will work with their partner to compare and contrast two portraits of the same athlete they have chosen to study.</td>
</tr>
<tr>
<td>o A graphic organizer will be utilized by each student to place the important information gained from examining the portrait.</td>
</tr>
</tbody>
</table>

**Shared Inquiry**

- The teacher will guide the students in a whole class setting in brainstorming prior knowledge about parts of a portrait and what they remember regarding the elements of an explanatory paragraph.
- Students will have the opportunity to think-pair-share with one another after they finish completing their graphic organizer with the information gained from their portrait.
- Students will use the computer cart to focus their research on finding another portrait of their athlete and asking their partner if they believe the portrait will be a good one to use with their explanatory paragraph.

**Independent Practice** will be assessed quickly.

- Teacher will reteach specific skills in small groups as necessary.
  Enrichment activities such as challenging students to RACE (restate, answer, cite, and explain) will be used as a procedure for those working at an accelerated pace.

**Formative Assessment**

- Students will be given brief checks for understanding after each section of the lesson determine the mastery of the learning objectives.

**Response to Intervention**

- The lesson will close with a restatement of the learning objective and an exit ticket question will be used to alert the teacher to reteaching and enrichment tasks if necessary.
Teacher will:
1. Review the parts of a strong expository paragraph, including the main idea, supporting details, and evidence.
2. Students will brainstorm together as a class reasons why children can benefit from playing sports.
3. Teacher will record student contributions on a large mind map.
4. Teacher will explain the graphic organizer that students will use for their research.

### 4. Instruction

Describe the activity/tasks students will complete to meet the learning targets. Identify components of the program of instruction and educational philosophy that are incorporated into Instruction.

<table>
<thead>
<tr>
<th>Activity/Tasks:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Introduce the objective, essential question, and Big Idea for the lesson.</td>
</tr>
<tr>
<td>- Activate prior knowledge by asking the question, &quot;What is a biography,&quot; and &quot;What is a portrait?&quot;</td>
</tr>
<tr>
<td>- Review the parts of a strong expository paragraph, including the main idea, supporting details, and evidence.</td>
</tr>
<tr>
<td>- Review the elements to notice in a portrait: facial expression, focal point, gestures, clothing, setting, and objects.</td>
</tr>
</tbody>
</table>

- Students will observe the facial expression, focal point, gestures, clothing, setting, and objects in the portraits of their athlete to make inference based on evidence.
  - Students will compare and contrast their portraits and complete their graphic organizer.
  - Students will utilize the computer cart to help focus their research to find the evidence to support the inferences that were made by studying the portraits.

The components of the instructional program incorporated include:

1. Direct instruction – Students will receive explicit, direct instruction with the essential question, objective, each of the learning targets using multiple modes to address a variety of learners.
2. High-yield instructional strategies – Students will be able to utilize visuals, graphic organizers, Kagan strategies, and compare/contrast techniques to assist in hitting the learning targets.
3. Shared inquiry – Students will develop strategies for locating pertinent evidence by discussion and the use of technological tools.
4. Differentiation – Students are purposefully put in partner pairs as well as utilizing the think-pair-share strategy of assisting with higher-order thinking skills.

The components of the educational philosophy incorporated include:

1. **Rigor** – The learning targets are scaffolded in order to address different learning strategies in an efficient manner. Formative and summative assessments are chosen for their effectiveness to the targets and mastery of the content.
2. **Relevance** – The lesson is SLAMified by students researching in both portrait and text evidence mode, an athlete that has had a contribution on culture.
3. **Relationships** – Students use the Kagan strategy of think-pair-share in order to locate evidence, elaborate, and organize their work with a partner and their graphic organizer.
<table>
<thead>
<tr>
<th>5. Formative Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>List criteria for determining whether students have met each of the learning targets.</td>
</tr>
<tr>
<td>After the learning activity, students will be formatively assessed to determine whether they have met the learning targets addressed in the lesson.</td>
</tr>
<tr>
<td>The teacher will review the student’s graphic organizer and base the outcome on the following rubric:</td>
</tr>
<tr>
<td>0 = Graphic organizer fails to have all the pertinent information to be able to meet the learning target and does not adequately have a visual representation.</td>
</tr>
<tr>
<td>1 = Graphic organizer somewhat shows understanding of the learning target and/or provides an adequate visual representation.</td>
</tr>
<tr>
<td>2 = Graphic organizer fully shows understanding of the learning target and/or provides a strong visual representation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Summative Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe how students will demonstrate mastery of the Required Standard. Describe the criteria used to determine whether a student has mastered the Required Standard.</td>
</tr>
<tr>
<td>Criteria for how students demonstrate mastery of the required standard:</td>
</tr>
<tr>
<td>Proficiency will be 80% or higher based on students writing an explanatory text on an athlete utilizing the elements of a portrait and the pieces of an effective paragraph:</td>
</tr>
<tr>
<td>4 = Explanatory essay is thoughtfully planned and written, utilizes the elements of a portrait and all the pieces of an effective explanatory paragraph are used.</td>
</tr>
<tr>
<td>3 = Explanatory essay shows some planning and utilizes all of the elements of a portrait. All of the pieces of an effective explanatory paragraph are present.</td>
</tr>
<tr>
<td>2 = Explanatory essay lacks planning and does not utilize all of the elements of a portrait. Pieces of an effective explanatory paragraph are missing.</td>
</tr>
<tr>
<td>1 = Explanatory essay is not thought out or planned and does not use any of the elements of a portrait to support the writing. The explanatory paragraph does not make sense.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Remediation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe the processes available to provide support to students that do not meet the learning targets.</td>
</tr>
<tr>
<td>Processes available to provide support to students not meet the learning targets:</td>
</tr>
<tr>
<td>Teachers could modify activity using IUDL design framework: provide a different writing frame to help students organize their explanatory essays</td>
</tr>
<tr>
<td>EL students may be provided with an appropriate translation dictionary in order to determine the meanings of unfamiliar words and use visual representations</td>
</tr>
<tr>
<td>Some students may require additional one to one support from the teacher as a follow up</td>
</tr>
<tr>
<td>RtI/MTSS Process:</td>
</tr>
<tr>
<td>1. SLAM faculty will differentiate instruction as necessary, as well as offer tutoring services or others such assistance to ensure students remain successful. Student performance will be continuously assessed and students not making adequate progress towards mastery of the standards will be provided with appropriate supports and interventions as follows:</td>
</tr>
</tbody>
</table>
• Reading strategies in the content area will be facilitated through the curriculum to provide students with additional practice to those being taught during classes.
• Daily pullout tutoring, as well as after school tutoring may be required for those students consistently demonstrating non-mastery of the standards.

Students consistently demonstrating non-mastery of benchmarks on teacher generated quizzes, chapter tests, projects, investigations, and poor academic progress will be targeted for supplemental and intensive instruction/intervention.

2. Using real-time data from frequent assessment results, SLAM will provide the necessary individual, classroom and/or school-wide intervention programs which include: research-based specific targeted tutoring during and after school; supplemental intervention programs and support within the respective reading, math, science, and history classrooms through academic coaching, lesson modeling, computerized intervention programs; and pull out services (as needed).

1. When it is determined that the strategies/interventions and/or curriculum are not meeting the student needs, the team will make accommodations and adaptations as necessary to meet student needs and drive achievement of all students. Based on the data analysis, the principal and lead teachers collaboratively develop an instructional focus calendar with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of calendars, student assessment data will drive decisions for continuous improvement of the teaching and learning process.

2. Data will be used to modify curriculum or instruction and adjust interventions through the RTI tiered process, as necessary, depending upon the student’s academic growth and demonstration of proficiency.

3. The RTI team will be responsible for developing progress monitoring plans that identify assessments used for diagnosis, placement, and proven supports. If, after the RTI and differentiation process, it is found the student is still not mastering the standards, the Special Education team will be consulted for further evaluation.
### Instructional Analysis Templates for Kindergarten Math

**Provide a complete response for each component below (1 through 7) based on the listed Required Standard.**

Ensure that responses meet the listed criteria in the left-hand column and align with the new charter application package.

<table>
<thead>
<tr>
<th>Required Standard: <strong>K.CC.C.6</strong></th>
<th>Identify whether the number of objects in one group is greater than, less than, or equal to the number of objects in another group. (Include groups with up to ten objects).</th>
</tr>
</thead>
</table>

#### 1. Learning Targets

**Identify the objectives students must know that align with the Required Standard and can be assessed to demonstrate mastery of the Required Standard.**

**Students:**

1. must use counting strategies to help identify whether a group of objects is greater than, less than, or equal to another group of objects.
2. must count small numbers of objects and determine by comparing which is greater or less than the other when compared.
3. must identify more as greater than, fewer as less than, and same as equal to.
4. must match up objects from two sets to help determine which set has a greater amount.

#### 2. Prior Knowledge

**List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.**

**Students will need to know:**

- the definition of "greater" and "less" and
- be able to count at least up to 10.

Most kids have some idea of greater or less when it comes to things in their daily lives. For example, when a friend or sibling has more of something or less of something than they do. Using this idea, the teacher may have a conversation with the kids about how they decide if something is fair when sharing. This will begin to make the topic relevant - making a real-world connection to what will be introduced in the lesson. Students' responses will give the teacher an idea of how much they understand the concept and how deep into the lesson the teacher should delve.

#### 3. Instructional Plan

**Describe the process for presenting new information necessary for students to meet the learning targets. Describe the instructional strategies used to lead students to meet each of the learning targets identified.**

**Primary Instructional Practices to Differentiate Instruction (DI) –DI can be introduced through scaffolding. Scaffolding is a temporary support that allows students to accomplish task that they otherwise would be unable to complete. This comprises of creative teaching strategies, questioning strategies, student collaboration, whole-group discussions, making connections, and the use of graphic organizers. Teacher will present information through through modeling, models, real-world connections and applications, and making connections to other math topics. SLAM believes in the importance of providing open tasks and open-ended problems that promote student’s critical thinking and intuition. This allows students to be more engaged in the learning process. Teachers will use DI strategies that connect with individual student's learning needs. These instructional practices will include: Math Centers (focused on Reteach, enrichment, and technology), STEM Project-Based Learning, Active Participation, Real World Connections, Multi-Modal Learning, Think-Pair-Share, Think-aloud, Graphic organizers, Student-generated word problems, Real World Connections.**

#### 4. Instruction

**Describe the activity/tasks students will complete to meet**

**Whole group activity**

For this particular standard, instruction may begin with a floor activity as the guided practice piece with the teacher providing feedback to student
the learning targets. Identify components of the program of instruction and educational philosophy that are incorporated into Instruction.

responses and questions the students to help them explain their thinking and reasoning for the answers they give.

The teacher could have students sit in a circle on the floor around two distinct shapes drawn on the floor (e.g. a circle and a square. The teacher would have some kind of counting manipulative ready and put 3 in one shape and 5 in another in a pile. The class would determine which shape contains more items or has a greater number of items.

**Think-Pair-Share**

This activity allows students to think and then have them tell someone next to them which shape has more items. Two students share answers and explain their reasoning. Guiding Questions from the teacher should be along the lines of: "Why do you think there more in the ________? How did you get that answer?" and allow for each student to explain his/her reasoning. This allows for a variety of answers, such as, "I can just tell" or "I counted them." Probing questions promote higher order thinking: "If you counted, how do you know it is greater?" A sample response might be, "Because there are 3 in the circle and 5 in the square, I know that 5 is a bigger number than 3."

**Active participation**

The teacher could repeat this activity with the class several times doing the same thing for the concept of "less" just like the previous with "more". If students are incorrect when they answer, asking another student if they agree or disagree allows them to reason together. By doing so, the teacher acts a facilitator, which aligns with SLAM's philosophy that students should have ownership over their own learning.

Once the teacher feels students have an understanding by consistently answering correctly, he/she may have students move to an independent practice (in the form of a worksheet or graphic organizer).

**Modeling and Collaborative Learning**

Fifteen to twenty minutes of the class may focus on some form of collaborative or small group task. An example would be having groups of 2-3 students try to make their own sets of shapes on construction paper mats and place manipulatives within the shapes based on what the teacher models. The teacher may be using technology such as a document camera or Cleartouch board to place items into the shapes and model for students. Having partners place the items on the mat and the other partner has to close their eyes while this is being done. This makes one work on counting skills and the other partner has to determine which shape has a greater number of chips or which shape has less. Giving the students an opportunity to practice and share their thinking allows the teacher to assess how they are understanding the concept.

**5. Formative Assessment**

List criteria for determining whether students have met each of the learning targets.

#1) Teacher would ask student to give another word for "greater" and do the same for the word "less." Greater and less are the words we want the students to use, but it is important that they understand what these words mean. Students must have the understanding of these terms in order to meet the learning targets.

Teacher can ask students to discuss with their shoulder partner how they would know if a group of objects is greater than or less than another giving an example, such as drawing two circles on one side of the board, and three on the other. Students can stand up if they think it's the group of two and then stand up if they think it is the group of three. Teacher would then
ask them to then discuss why they chose the answer they stood up for. Teacher would do the same process for which group chose “less.”

**Criteria for Mastery:** Students have met the learning target #1 and #2 when:

a. they can correctly identify which pile has a greater number  
b. they can correctly identify which pile has a lesser number  
c. they show a proper understanding of the terms “greater than” and “less than” or equal in their rationale/explanation

#2) In their math journals, the students can illustrate a situation in which they have a greater number of an item (candy, pets, food) than someone else using the word greater and less in the illustration. They may use any illustration they want, but must be able to explain their drawing if it is not obvious to the teacher by the illustration that they have mastered the standard.

**Criteria for Mastery:** Students have met the learning target #3 and #4 when:

a. they can correctly match objects from two sets and identify which pile has a greater number  
b. they can correctly identify which pile has a lesser number  
c. Student is able to compare two concepts in the illustration and accurately depict which item is greater than or less than by correctly placing the words “greater” and “less” in the proper context in their drawing.

6. **Summative Assessment**

Describe how students will demonstrate mastery of the Required Standard. Describe the criteria used to determine whether a student has mastered the Required Standard.

Teachers will determine if the students have reached the learning objectives for this standard through the individual completion of teacher given problems. The following sample problems may be written on the board for students to record and answer on separate sheets of paper:

1. 9 ___ 5  
2. 3 ___ 8  
3. 4 ___ 1  
4. 2 ___ 7  
5. 0 ___ 3  
6. 2 ___ 2  
7. 3 ___ 4  
8. 7 ___ 7  
9. 0 ___ 0  
10. 8 ___ 7

Teacher will measure the impact of this lesson on student learning by the use of a rubric of the A,C,Z to determine the child's level of understanding.

A = mastered, 9/10 or more correct  
C = understand but not fully mastering skill, 7/10 or more correct  
Z = not mastered, any less than 6 correct
7. **Remediation**

Describe the processes available to provide support to students that do not meet the learning targets.

Teacher would use Differentiated Instruction (DI) strategies to support individual student's learning needs. The class may be divided into various Math Centers (the number of students in each group will vary based on understanding of the concept)

For struggling students, the teacher may provide scaffolding and support through:

- **Reteach Center** – Teacher works one-on-one or small group of students using worksheets for better understanding.
- **Strategies that will help them understand the difference between greater and less using probing questions such as: “How can I tell if my friend has less Skittles than I do?**
- **Technology Center** – teacher can assign a computer-based lesson (such as i-Ready) allowing students to practice the concept

**RtI/MTSS (Response to Intervention/ Multi-Tiered System of Supports)**

SLAM will use the RtI/MTSS (Response to Intervention/ Multi-Tiered System of Supports) framework for making informed decisions about students’ individual academic needs. Using this process, the school will be able to support the targeted student population and provide early interventions in order to prevent academic, social-emotion, and/or behavior difficulties early-on. The school will also gather data on other issues such as student homeless and will provide supports and services through partnership with local organizations.

**Student in need of additional supports** may receive additional instructional time in ELA or tutoring services. The school will monitor student progress using the Response to Intervention (RtI) process. RtI combines high quality core instruction, assessment, and intervention within a multi-tiered system to increase student achievement within the general education curriculum:

- **Tier 1 – Universal Instruction:** high-quality classroom instruction for all students. This tier ensures that students are not struggling due to poor instruction. Tier 1 instruction will focus on research-based instructional practices based on the AZ Standards and SLAM model for each specific content area. The recognition of diverse learners is essential in planning lessons since each individual has varying skills and experience with reading, writing, thinking, problem solving, and speaking. The teacher's responsibility will be to connect content, process, and product. For example, differentiating content will include using various delivery formats such as video, readings, lectures, or audio. Content may also be chunked, shared through graphic organizers, addressed through jigsaw groups, or used to provide different techniques for solving equations.

Differentiating process will include providing time for students to reflect and digest the learning activities before moving on to the next segment of a lesson. Furthermore, group work is essential to build upon social skills and implement the importance of collaboration. Providing time for group work allows students to engage in conversations and exchange thoughts and ideas amongst one another. Moreover, incorporating problem solving and real-world issues into class curriculum will enhance student's understanding of key concepts. Finally, choice is an important factor in the
incorporation of differentiated instruction. By giving students assignment options they feel they have a stake in their education and remain more engaged, while also revealing to teachers their students’ interests and diverse needs that can be used to develop future class content. To maximize instruction students will be offered more of the following:

- Repeated opportunities for practice and review;
- Additional opportunities for correction and feedback;
- Increased time on task, engaged in instruction and practice; and
- Drill repetition and/or practice review.

When Tier 1 strategies have been implemented and a student shows no signs of significant improvement, SLAM will provide additional attention, focus, and supports.

Tier 2 – Targeted Interventions: Students identified as “struggling” will receive research-based supports through small-group instruction. Tier 2 interventions will begin as soon as possible after students have been identified through screening or benchmark assessments and will be monitored more frequently than students in Tier I to ensure the effectiveness of the instruction or the specific interventions (academic or behavioral). Materials and strategies will be specialized, research or evidence-based interventions that are based on the needs of the students needing the intervention and will be implemented with fidelity. Materials and strategies will also be aligned with Tier 1 instruction, and will include more opportunities for modeling, providing examples, corrective feedback, and student practice.

Tier 3 – Intensive Interventions: Student not responding effectively to Tier 2 instruction, will receive individualized, targeted interventions. These will provide more frequent, intense, and individualized interventions. As soon as a student shows no significant improvement to Tier 2 strategies, the school’s RtI/MTSS team will provide the structure for Tier 3 interventions. These will be provided by a specialized teacher/counselor who is highly skilled in the particular area of weakness. Tier 3 interventions can happen in the general education classroom but will usually take place outside the classroom (could be before or after school). Materials and strategies will be specialized research or evidence-based interventions based on the needs of the students who will receive the intervention. Instruction will include more opportunities for modeling, providing multiple examples and a wider range of examples, corrective feedback, etc.

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**Instructional Analysis for Grade 1 in Reading**

_Provide a complete response for each component below (1 through 7) based on the listed Required Standard. Ensure that each response meets the criteria listed in the left-hand column and aligns with the new charter application package._

**Required Standard: 1.RL.2**

Retell stories, including key details, and demonstrate understanding of their main idea, central message, or lesson.

**1. Learning Targets**

Identify the objectives students must know that align with the Required Standard and can be assessed to demonstrate mastery of the Required Standard.

Students will:

1. ask and answer questions about a particular text: "The Tortoise and the Hare;" 
2. participate in a collaborative conversation with a partner 
3. describe the characters, setting, and events using key details from
2. **Prior Knowledge**

List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.

<table>
<thead>
<tr>
<th>Students should:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. be familiar with determining the genre of a text.</td>
</tr>
<tr>
<td>2. be able to recount the characters, setting, and events.</td>
</tr>
<tr>
<td>3. be familiar with graphic organizers, such as a story map and a compare and contrast chart.</td>
</tr>
<tr>
<td>4. know how to ask who, what, where, when, why, and how questions pertaining to the text.</td>
</tr>
<tr>
<td>5. know how to write a response to a text-based question using details, as well as grade-appropriate capitalization, punctuation, and organization.</td>
</tr>
<tr>
<td>6. have some experience with the central message/lesson.</td>
</tr>
</tbody>
</table>

**Before reading:** The teacher will ask students, "What makes a fictional text a fable?" allowing students time to think in order to get their thoughts together then pairing students to discuss their thoughts. The teacher could then randomly call on pairs to share their partners' responses and record their responses on chart paper.

3. **Instructional Plan**

Describe the process for presenting new information necessary for students to meet the learning targets. Describe the instructional strategies used to lead students to meet each of the learning targets identified.

<table>
<thead>
<tr>
<th>SLAM believes in making reading/literacy a primary school-wide focus. This begins with a print-rich classroom environment and creating classroom libraries at each grade level which contain quality literature and literacy materials (fiction and non-fiction) to accommodate varying reading levels.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Primary Instructional Strategies in the English Language Arts Classroom</strong></td>
</tr>
<tr>
<td>Teachers will use differentiated instructional (DI) strategies that connect with individual student's learning needs. DI strategies include: Systematic &amp; Explicit Instruction, Scaffold, Cooperative Learning, Inquiry-Based Learning, Information Processing Strategies, Close Reading, Stretch Texts, Word Walls, and use of Technology.</td>
</tr>
<tr>
<td>Teachers will present new information focusing on a topic, genre, idea or issue rather than simply a book, so that students can explore the relationship between course content and the real world. In the classroom, material will be analyzed and deconstructed so students may understand the text more clearly (as described in the example below for this particular Standard)</td>
</tr>
<tr>
<td><strong>Direct Instruction</strong></td>
</tr>
<tr>
<td><strong>First Reading: Determining the genre and the story's elements</strong></td>
</tr>
<tr>
<td><strong>The teacher will:</strong></td>
</tr>
<tr>
<td>1. Introduce the lesson by sharing a list of genres that the students are familiar with (e.g. non-fiction, mystery, fairy tales) asking</td>
</tr>
</tbody>
</table>
students to provide details about each of the genres. (This should be a word-wall in the classroom).

2. The teacher would then display "The Tortoise and the Hare" on the SMART board and ask students to clarify what other names are used for hare and tortoise. This sets the purpose for the first reading of the text by asking students to listen while the teacher reads and try to determine the text’s genre as well as identify the story elements (characters, setting, major events).

3. The teacher would read the text, stopping along the way to ask the following questions:
   - Who are the characters in the story?
   - Where is the setting? Does the setting change?
   - What is the problem in the story?
   - What are the important events in this story?
   - How is the problem solved?
   - What do the characters learn from what happened in the story?

**Read-along and read-aloud texts** will be common teaching practice. This strategy will keep students interested and engaged in the reading material, which helps to further develop their reading skills.

**Shared Inquiry**

**Active discussion** will be encouraged to not only develop communication skills, but also to assess student understanding and determine if they have mastered the learning targets.

The teacher will use **flexible grouping** to pair students in various ways and in flexible settings to accommodate varying reading levels and learning styles.

**High-Yield Instructional Strategies** (modeling, visuals, think-pair-share, compare/contrast) - High-yield instructional strategies – Students will be able to utilize visuals, graphic organizers, Kagan strategies, to assist in hitting the learning targets.

4. **Instruction**

   Describe the activity/tasks students will complete to meet the learning targets. Identify components of the program of instruction and educational philosophy that are incorporated into Instruction.

   **Shared Inquiry**
   - After reading, students share their thoughts on the text's genre. The teacher clarifies that the text is indeed a fable and reminds students that fables contain a central message, lesson, or moral.
   - The teacher would then encourage students to (orally) ask their own questions about the story and have other students actively finding the answers within the text.
Graphic Organizers - students will be guided through the completion of a story mapping ensures they have an understanding of story elements and meet the learning targets.

The components of the instructional program incorporated include:

1. Direct instruction – Students will receive explicit, direct instruction with the essential question, objective, each of the learning targets using multiple modes to address a variety of learners.
2. High-yield instructional strategies – Students will be able to utilize visuals, graphic organizers, Kagan strategies, to assist in hitting the learning targets.
3. Shared inquiry – Students will develop strategies for locating pertinent evidence by discussion.

### 5. Formative Assessment
List criteria for determining whether students have met each of the learning targets.

**During reading:** Students will participate in asking and answering text-dependent questions pertaining to the text throughout the close reading lesson. They will also be actively involved in using context clues for determining the meaning of unknown words.

**Criteria for determining whether students have met each of the learning targets:** The teacher will be able to assess the students’ understanding through the students’ active participation during whole class and partner discussions, as well as through oral responses to text-dependent questions. **Learning Targets #1 and #2.**

**Criteria for determining whether students have met learning targets #3-6:**

**After the 1st reading of the text:** Students complete the story map. This will demonstrate if the students understand how to identify and describe the characters, setting and major events of the text. (learning target 3)

**After the 2nd reading of the text:** Have the students complete the retelling/main idea cut and paste activity. This will demonstrate if students can retell the events of the text and identify the main idea of the text.

### 6. Summative Assessment
Describe how students will demonstrate mastery of the Required Standard. Describe the criteria used to determine whether a student has mastered the Required Standard.

**Writing a text-based response**

Students will write a response to the following text-based question:

What lesson does the author of the fable "The Tortoise and the Hare" want the reader to learn? Use details from the text to support your answer.

The teacher will introduce the rubric that will be used to assess their writing. The teacher will spend some time going over the various elements that will be reviewed in the writing as well as the value attached to the requirements.

Students have met the learning targets when they can retell a story including key details, and demonstrate understanding of the main idea, central message, or lesson in accordance with the rubric scoring.
7. Remediation
Describe the processes available to provide support to students that do not meet the learning targets.

Teacher can assist first grade students that have difficulty with writing by having them dictate their text-based response. Teachers can transcribe their responses on paper with a highlighter. Then the student can trace the written response.

Teachers can also provide a writing frame for the summative assessment for those students that struggle.

Students can work with a partner during the guided practice activities.

K-5 Centers will be set up throughout the classroom in various areas that allow students to work independently or in a small group setting. During this time, students are engaged in a variety of activities that reinforce and extend learning without the assistance of the classroom teacher.

Manipulatives such as magnetic letters and sound letter cards are used to increase active participation and provide additional guided practice through multi-sensory approaches. Finally, the incorporation of writing tasks provides insight into student intellect (journaling, story maps, etc.) Manipulatives such as magnetic letters and sound letter cards are used to increase active participation and provide additional guided practice through multi-sensory approaches. For example, during:
- guided reading center, students work with the teacher to read and practice the weekly reading strategies and skills using text at their level.
- technology center, students use technology and receive reading enrichment that challenges them according to their reading rate and comprehension level.
- Scaffolding: Teachers will identify the current developmental skills of individual students based on assessments and provide support structures to help students move to the next level.

RtI/MTSS (Response to Intervention/ Multi-Tiered System of Supports)

SLAM will use the RtI/MTSS (Response to Intervention/ Multi-Tiered System of Supports) framework for making informed decisions about students’ individual academic needs. Using this process, the school will be able to support the targeted student population and provide early interventions in order to prevent academic, social-emotion, and/or behavior difficulties early-on. The school will also gather data on other issues such as student homeless and will provide supports and services through partnership with local organizations.

Student in need of additional supports may receive additional instructional time in ELA or tutoring services. The school will monitor student progress using the Response to Intervention (Rti)process. RtI combines high quality core instruction, assessment, and intervention within a multi-tiered system to increase student achievement within the general education curriculum:

Tier 1 – Universal Instruction: high-quality classroom instruction for all students. This tier ensures that students are not struggling due to poor instruction. Tier I instruction will focus on research-based instructional
practices based on the AZ Standards and SLAM model for each specific content area. The recognition of diverse learners is essential in planning lessons since each individual has varying skills and experience with reading, writing, thinking, problem solving, and speaking. The teacher’s responsibility will be to connect content, process, and product. For example, differentiating content will include using various delivery formats such as video, readings, lectures, or audio. Content may also be chunked, shared through graphic organizers, addressed through jigsaw groups, or used to provide different techniques for solving equations.

Differentiating process will include providing time for students to reflect and digest the learning activities before moving on to the next segment of a lesson. Furthermore, group work is essential to build upon social skills and implement the importance of collaboration. Providing time for group work allows students to engage in conversations and exchange thoughts and ideas amongst one another. Moreover, incorporating problem solving and real-world issues into class curriculum will enhance student’s understanding of key concepts. Finally, choice is an important factor in the incorporation of differentiated instruction. By giving students assignment options they feel they have a stake in their education and remain more engaged, while also revealing to teachers their students’ interests and diverse needs that can be used to develop future class content. To maximize instruction students will be offered more of the following:

- Repeated opportunities for practice and review;
- Additional opportunities for correction and feedback;
- Increased time on task, engaged in instruction and practice; and
- Drill repetition and/or practice review.

When Tier 1 strategies have been implemented and a student shows no signs of significant improvement, SLAM will provide additional attention, focus, and supports.

**Tier 2 – Targeted Interventions:** Students identified as “struggling” will receive research-based supports through small-group instruction. Tier 2 interventions will begin as soon as possible after students have been identified through screening or benchmark assessments and will be monitored more frequently than students in Tier 1 to ensure the effectiveness of the instruction or the specific interventions (academic or behavioral). Materials and strategies will be specialized, research or evidence-based interventions that are based on the needs of the students needing the intervention and will be implemented with fidelity. Materials and strategies will also be aligned with Tier 1 instruction, and will include more opportunities for modeling, providing examples, corrective feedback, and student practice.

**Tier 3 – Intensive Interventions:** Student not responding effectively to Tier 2 instruction, will receive individualized, targeted interventions. These will provide more frequent, intense, and individualized interventions. As soon as a student shows no significant improvement to Tier 2 strategies, the school’s RtI/MTSS team will provide the structure for Tier 3 interventions. These will be provided by a specialized teacher/counselor who is highly skilled in the particular area of weakness. Tier 3 interventions can happen in the general education classroom but will usually take place outside the classroom (could be before or after school). Materials and strategies will be specialized research or evidence-based interventions based on the
needs of the students who will receive the intervention. Instruction will include more opportunities for modeling, providing multiple examples and a wider range of examples, corrective feedback, etc.
# Instructional Analysis for Grade 1 in Writing

Provide a complete response for each component below (1 through 7) based on the listed Required Standard. Ensure that each response meets the criteria listed in the left-hand column and aligns with the new charter application package.

## Required Standard: 1.W.1

Write opinion pieces in which they introduce the topic or name the book they are writing about, state an opinion, supply a reason for the opinion, and provide some sense of closure.

## 1. Learning Targets

Identify the objectives students must know that align with the Required Standard and can be assessed to demonstrate mastery of the Required Standard.

<table>
<thead>
<tr>
<th>Students will:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ask and answer questions about the provided text;</td>
</tr>
<tr>
<td>2. use illustrations and text to describe the main character and major events in two similar stories;</td>
</tr>
<tr>
<td>3. work with a partner to compare and contrast the two stories using a Venn diagram, focusing on the wolf character and his adventures;</td>
</tr>
<tr>
<td>4. use key details to describe characters, settings, and major events in the texts;</td>
</tr>
<tr>
<td>5. form an opinion on which version of the story they believe in response to a writing prompt</td>
</tr>
<tr>
<td>6. support their opinion with a reason(s) from the text and provide closure</td>
</tr>
</tbody>
</table>

## 2. Prior Knowledge

List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.

<table>
<thead>
<tr>
<th>Students should:</th>
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<tbody>
<tr>
<td>• be able to identify story elements, including characters, setting, and major events;</td>
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<tr>
<td>• be able to complete graphic organizers;</td>
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<tr>
<td>• be able to use context clues to determine the meaning of unknown words;</td>
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<tr>
<td>• know words associated with comparing and contrasting, such as “same,” “similar,” “different,” etc.</td>
</tr>
<tr>
<td>• know the difference between a fact and an opinion;</td>
</tr>
<tr>
<td>• know how to respond in writing to a prompt, including stating their opinion, providing a reason(s) and support, and including some sense of closure to their writing.</td>
</tr>
<tr>
<td>• be able to respond using grade-appropriate organization, grammar, and conventions.</td>
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</table>

The teacher will activate prior knowledge by introducing compare and contrast concepts using an anchor chart ([link](#) for an example). The teacher will bring up a boy and a girl from the class and design a Venn diagram on the board. Teacher will discuss the different things that they are wearing, how they look, their personalities, what they like to do, what they like to eat, etc. while reminding students of where to put the information within the graphic organizer (alike, same, different). The same can be done for a fact/opinion chart.

The teacher can then display the text *The Three Little Pigs* by James Marshall and ask students to share what they already know about this familiar folk tale.
3. **Instructional Plan**
Describe the process for presenting new information necessary for students to meet the learning targets. Describe the instructional strategies used to lead students to meet each of the learning targets identified.

1. After introducing the text, the teacher would ask students to listen carefully for characteristics about the wolf as he/she reads aloud. Teacher would remind students to look at the pictures for characteristics about the wolf.

   While reading the story, teacher should pause periodically to discuss the wolf's characteristics, such as:
   - What can we tell about the wolf when he says, "Then I'll huff, and I'll puff, and I'll blow your house in"? What characteristics can we see in the picture of the wolf?
   - :What did the wolf do? What word(s) can we use to describe him here?
   - Has the wolf changed any in the story? How do you know?
   - What did the wolf do here? What does the illustration make you think about the wolf?
   - How would you describe the wolf now? What is he trying to do? How does the picture support your description?
   - How would you describe the wolf here?
   - What word(s) do you think of when you see this picture of the wolf?
   - What happened in this part of the story? How did the wolf react?
   - How is the wolf acting now?

2. The teacher would then display a **Picture the Character** graphic organizer and ask students to provide describing words to describe the wolf in the story *The Three Little Pigs*. Guiding questions:
   - What are the characteristics of the wolf in this story?
   - What details in the story help you describe the wolf?
   - What events/experiences help you describe the wolf?
   - How do the illustrations help you to describe the wolf?
   - Is that characteristic "good" or "bad"? Why?

   Students write responses on the graphic organizer

---

**Primary Instructional Practices to Differentiate instruction in Writing**—
Students in grades K-12 will be required to write across the curriculum on a daily basis through the use of strategies including but not limited to *reader response logs, two-column notes, 3-column charts, perspective journal entries, completing framed paragraphs*.

Teachers will present new information necessary for students to meet learning targets various instructional strategies:

- Students writing in response to reading: quick-writes, mapping, brainstorming, essay questions and/or journal entries, writing a summary, a learning log entry, writing peer responses.

**Writing before, during, and after** the main story selection will provide systematic, explicit writing instruction and ample practice in spelling, grammar, usage, and mechanics daily. Conventions (capitalization, spelling, word usage, grammar and punctuation) will be emphasized at the start of the school year and continue through to the end of school.

**Kinesthetic Aids** - Prewriting and organizational skills are taught through the use of a graphic organizers. Examples include:

- RACE -(restate, answer, cite and explain) responses will be expected from students to instill the need for evidence-based answers
- RAFT - essay writing that includes a role, audience, format and a topic,
1. **Instruction**

Describe the activity/tasks students will complete to meet the learning targets. Identify components of the program of instruction and educational philosophy that are incorporated into Instruction.

With regard to learning targets for Standard 1.W1., students will complete various writing task as the teacher display the text *The Three Little Pigs* and reads aloud:

**Day 1**

1. As the teacher reads the text aloud, students use sticky notes to write down any words they do not know or questions they have as they listen. They can write the words on the sticky note to discuss after the story. **(Learning Target #1)**

2. Teacher then discusses each identified word and re-reads the sentence that contains the word so students can use context clues to determine the word's meaning. Teacher creates a vocabulary anchor chart with students while going over each word. **Three-Colum Chart with the headings** "Word," "Meaning," and "How I Know." The teacher models how to use context clues and picture clues to determine the meanings of the targeted words. Suggested words include: *fortune, annoyed, sturdy, solid, scrumptious, frightened,* and *stoked.*

3. Teacher Displays a story map and has groups of students assist in completing a story map for this book by asking guiding questions, such as:

   - Who are the characters in this story?
   - Where is the setting? Does the setting change?
   - What is the problem in the story?
   - What events occur in the beginning of the story? in the middle? at the end?
   - How is the problem solved?

2. Students complete a learning log: Today I learned about…. I have questions about….

**Connection to Program Component:** Writing before, during, and after the main story selection will provide systematic, explicit writing instruction and ample practice in spelling, grammar, usage, and mechanics daily. Conventions (capitalization, spelling, word usage, grammar and punctuation) will be emphasized at the start of the school year and continue through to the end of school.

This task directly links to learning target #1.

**Day 2**

The teacher repeats Day 1 activity with *The True Story of the 3 Little Pigs* by Jon Scieszka. Suggested vocabulary for this story includes: *diet, bright, dead as a doornail, spoil, rude, impolite, making a scene,* and *framed.*

**Day 3**

1. Student will reread the stories to look for key details that can describe the
main character in both stories, the wolf. Teacher displays a character graphic organizer with headings for each side of the picture frame on the graphic organizer: "appearance," "thoughts," "feelings," and "actions." Students listen to *The Three Little Pigs* again. This time, they are to listen for words to describe how the wolf looks, thinks, feels, and acts in the story.

2. Teachers reads the text, stopping periodically to discuss the wolf's appearance, thoughts, feelings, and actions. For example, teacher may stop when the wolf is called "the mean hungry wolf" and ask students where that description should go on the graphic organizer. Ask text-dependent questions, such as:
   - How is the wolf described on this page?
   - How does the illustration help to describe the wolf on this page?
   - How did the wolf act in this event?
   - What does that tell us about the wolf?

3. After reading the text, the teacher works with students to complete the graphic organizer. Students will focus on describing how the wolf looks, thinks, feels, and acts in the story.

4. Students complete a learning log.

**Connection to Program Components:** Students in grades K-12 will be required to write across the curriculum on a daily basis through the use of strategies including but not limited to reader response logs, two-column notes, 3-column charts, perspective journal entries, completing framed paragraphs.

Teachers will present new information necessary for students to meet learning targets using various instructional strategies: Students writing in response to reading: quick-writes, mapping, brainstorming, essay questions and/or journal entries, writing a summary, a learning log entry, writing peer responses.

This activity addresses learning targets: #2 Students will use illustrations and text to describe the main character and major events in two similar stories; #4 use key details to describe characters, settings, and major events in the texts;

**Day 4**

Repeat the Day 3 activity with *The True Story of the 3 Little Pigs*, again providing guidance for students by stopping and discussing the wolf's characteristics and actions.

**Day 5**

**Class Discussion:** Teacher ask the students:

1. What elements can we compare and contrast in two similar stories?
2. How does comparing and contrasting the adventures of characters help us better understand the story?

Teacher explains to students that they will be listening carefully to the text for a third time so they can compare and contrast the wolf in both of the stories. Teacher reads each story and displays the Venn diagram and model how to
use the information from the story maps and character graphic organizers to compare and contrast the characteristics and actions of the wolf.

Teacher guides students through several examples and then allows them to work with a partner to complete the Venn Diagram by asking text-dependent questions, such as:

- Look at how the wolf's appearance is described in both stories. What is the same? What is different?
- Look at how the wolf's actions are described in both stories. What is the same? What is different?
- Look at how the wolf's feelings are described in both stories. What is the same? What is different?
- Look at how the wolf's thoughts are described in both stories. What is the same? What is different?

3. Discuss the Venn diagram as a class and complete a class Venn diagram as an anchor chart.

This activity addresses learning Targets: #3 work with a partner to compare and contrast the two stories using a Venn diagram, focusing on the wolf character and his adventures;

3. **Formative Assessment**

List criteria for determining whether students have met each of the learning targets.

- As students are discussing and answering questions, the teacher will monitor students’ responses using anecdotal notes.
- After each day of the close read, have students fill out a learning response log.
- After the first reading, students will assist in completing a story map for each book. The teacher can evaluate student understanding of story elements based on student responses and participation in the activity.
- After the second reading, students will complete a character analysis graphic organizer to analyze the wolf's character in each book. The teacher will be able to evaluate student understanding based on their written responses on the graphic organizers.
- After the third reading, students will work together to complete a Venn diagram to compare and contrast the wolf's character in both stories. Student understanding will be assessed based on written responses on the Venn diagram.

4. **Summative Assessment**

Describe how students will demonstrate mastery of the Required Standard. Describe the criteria used to determine whether a student has mastered the Required Standard.

Students will write an opinion paragraph stating their opinion as to which text is the true version of the story. *(Learning Target #5).* Students can be provided with the following prompt:

*Write a paragraph stating your opinion about which version is the true version of the story. Use examples from the stories to support your opinion. Your paragraph needs to have a topic sentence that states your opinion, at least one supporting sentence, and a closing sentence.*

Students will use the Venn diagram to provide evidence to support their opinion. Student responses will be assessed using a rubric as the criteria to determine if they have mastered the learning target. Teacher will go over the rubric with students so that they understand the expectations before they
5. Remediation
Describe the processes available to provide support to students that do not meet the learning targets.

The teacher can work with small groups to reteach to struggling learners.

Other supports include:

- Allowing students to work in pairs or in small groups;
- Repeating, paraphrasing, or summarizing important ideas throughout the lesson while working with struggling group;
- Provided a writing frame and planning sheet for the opinion writing activity.
- Allowing students to complete all graphic organizers as a group or with a partner
- Adding visuals to the vocabulary anchor chart to help students remember the words’ meanings.

RtI/MTSS (Response to Intervention/ Multi-Tiered System of Supports)

SLAM will use the RtI/MTSS (Response to Intervention/ Multi-Tiered System of Supports) framework for making informed decisions about students’ individual academic needs. Using this process, the school will be able to support the targeted student population and provide early interventions in order to prevent academic, social-emotion, and/or behavior difficulties early-on. The school will also gather data on other issues such as student homeless and will provide supports and services through partnership with local organizations.

Student in need of additional supports may receive additional instructional time in ELA or tutoring services. The school will monitor student progress using the Response to Intervention (RtI)process. RtI combines high quality
core instruction, assessment, and intervention within a multi-tiered system to increase student achievement within the general education curriculum:

**Tier 1 – Universal Instruction:** high-quality classroom instruction for all students. This tier ensures that students are not struggling due to poor instruction. Tier I instruction will focus on research-based instructional practices based on the AZ Standards and SLAM model for each specific content area. The recognition of diverse learners is essential in planning lessons since each individual has varying skills and experience with reading, writing, thinking, problem solving, and speaking. The teacher’s responsibility will be to connect content, process, and product. For example, differentiating content will include using various delivery formats such as video, readings, lectures, or audio. Content may also be chunked, shared through graphic organizers, addressed through jigsaw groups, or used to provide different techniques for solving equations.

Differentiating process will include providing time for students to reflect and digest the learning activities before moving on to the next segment of a lesson. Furthermore, group work is essential to build upon social skills and implement the importance of collaboration. Providing time for group work allows students to engage in conversations and exchange thoughts and ideas amongst one another. Moreover, incorporating problem solving and real-world issues into class curriculum will enhance student’s understanding of key concepts. Finally, choice is an important factor in the incorporation of differentiated instruction. By giving students assignment options they feel they have a stake in their education and remain more engaged, while also revealing to teachers their students’ interests and diverse needs that can be used to develop future class content. To maximize instruction students will be offered more of the following:

- Repeated opportunities for practice and review;
- Additional opportunities for correction and feedback;
- Increased time on task, engaged in instruction and practice; and
- Drill repetition and/or practice review.

When Tier 1 strategies have been implemented and a student shows no signs of significant improvement, SLAM will provide additional attention, focus, and supports.

**Tier 2 – Targeted Interventions:** Students identified as “struggling” will receive research-based supports through small-group instruction. Tier 2 interventions will begin as soon as possible after students have been identified through screening or benchmark assessments and will be monitored more frequently than students in Tier I to ensure the effectiveness of the instruction or the specific interventions (academic or behavioral). Materials and strategies will be specialized, research or evidence-based interventions that are based on the needs of the students needing the intervention and will be implemented with fidelity. Materials and strategies will also be aligned with Tier 1 instruction, and will include more opportunities for modeling, providing examples, corrective feedback, and student practice.

**Tier 3 – Intensive Interventions:** Student not responding effectively to Tier 2 instruction, will receive individualized, targeted interventions. These will provide more frequent, intense, and individualized interventions. As soon as a student shows no significant improvement to Tier 2 strategies, the school’s Rtl/MTSS team will provide the structure for Tier 3 interventions. These will
be provided by a specialized teacher/counselor who is highly skilled in the particular area of weakness. Tier 3 interventions can happen in the general education classroom but will usually take place outside the classroom (could be before or after school). Materials and strategies will be specialized research or evidence-based interventions based on the needs of the students who will receive the intervention. Instruction will include more opportunities for modeling, providing multiple examples and a wider range of examples, corrective feedback, etc.
### Instructional Analysis Templates for Grade 8 in Reading

Provide a complete response for each component below (1 through 7) based on the listed Required Standard. Ensure that each response meets the criteria listed in the left-hand column and aligns with the new charter application package.

**Required Standard:**

8.RI.6

Determine an author’s point of view or purpose in a text and analyze how the author acknowledges and responds to conflicting evidence or viewpoints.

<table>
<thead>
<tr>
<th><strong>1. Learning Targets</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify the objectives students must know that align with the Required Standard and can be assessed to demonstrate mastery of the Required Standard.</td>
</tr>
<tr>
<td>1. Students will know author’s points of view are based on analyzing evidence and viewpoints.</td>
</tr>
<tr>
<td>2. Students will know the difference between point of view and perspective.</td>
</tr>
<tr>
<td>3. Students will know how rhetorical appeals can assist an author in developing their point of view, perspective, and purpose.</td>
</tr>
<tr>
<td>4. Students will determine an author's point of view, perspective and purpose in a text and analyze how the author acknowledges and responds to conflicting evidence or viewpoints.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>2. Prior Knowledge</strong></th>
<th>Knowledge/skills required prior to meeting learning targets:</th>
</tr>
</thead>
<tbody>
<tr>
<td>List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.</td>
<td>• RI 7.1 - Determine two or more central ideas in a text and analyze their development over the course of the text; provide an objective summary of the text.</td>
</tr>
<tr>
<td></td>
<td>• RI.8.1 - Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text.</td>
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<tr>
<td></td>
<td>• RI.8.4 - Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.</td>
</tr>
<tr>
<td>How prior knowledge will be used:</td>
<td>Students will use the academic vocabulary terms of point of view, evidence, view point, conflict, ethos, logos, and pathos in order to better understanding and fulfill the learning target of locating the information in a piece of informational text.</td>
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<tr>
<td></td>
<td>By understanding the learning target of an author’s point of view, perspective, and purpose in informational text can be influenced by the evidence located helps students to gain a real-world connection to what is occurring around them.</td>
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<td></td>
<td>Prior knowledge will also assist the teacher to become more of a facilitator, this increasing the rigor of the lesson as students learn to question, through locating evidence, the view point and purpose of an author.</td>
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</table>

<table>
<thead>
<tr>
<th><strong>3. Instructional Plan</strong></th>
<th>Direct Instruction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe the process for presenting new information necessary for students to meet the learning targets.</td>
<td>• Objective: I will determine an author’s point of view, perspective, and purpose by using the evidence provided in an article.</td>
</tr>
<tr>
<td>Describe the</td>
<td>• Essential Question: How can evidence and conflicting viewpoints assist in determining an author’s point of view, perspective, or purpose?</td>
</tr>
<tr>
<td></td>
<td>• Big Idea – Authors can use conflicting evidence to help prove their point of view, perspective, or purpose.</td>
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### Instructional Strategies

**Use to lead students to meet each of the learning targets identified.**

- Instruction will begin with an engaging review activity of the rhetorical appeals to improve recall.
- The teacher will directly model an example of an informational text sports article with an author’s clear point of view in a graphic organizer.

#### High Yield Instructional Strategies (graphic organizers, cooperative learning, and visuals, I do-You do)

- Teacher will model with a graphic organizer how a piece of informational text can be taken and broken down into evidence, point of view, and academic vocabulary (I do)
- Students will be purposefully assigned to small groups in order to practice with a different informational text article in which they annotate the text and locate the evidence, point of view, and academic vocabulary (We do)
- Students will be challenged to find pieces of evidence in the article that do not have bearing on the author’s purpose or point of view.

#### Shared Inquiry

- Through shared inquiry activities in small groups, students will be able to recognize key pieces of evidence that could help prove an author’s purpose or point of view through using the think aloud process to generate ideas.
- Through shared inquiry in the whole group setting, students will be able to verify their thought process through the answers of their classmates.

#### Independent Practice will be assessed quickly

Teacher will reteach specific skills in locating evidence and key details in informational text in a small group or individual setting. Enrichment groups will be challenged to SPADE (survey, predict, annotate, dissect, and find evidence) the article for deeper meaning.

#### Formative Assessment

Students will be given checks for understanding after each portion, especially the graphic organizer of the second article to determine mastery of the learning targets.

### Activity/Tasks:

- Teacher will introduce the essential question, objective, and Big Idea
  - **Essential Question:** How can evidence and conflicting viewpoints assist in determining an author’s point of view, perspective, or purpose?
  - **Objective:** I will determine an author’s point of view, perspective, and purpose by using the evidence provided in an article.
  - **Big Idea – Authors can use conflicting evidence to help prove their point of view, perspective, or purpose.**
- Students will spend 3 minutes in a free think/speak aloud where they call out both positives and negatives for schools having competitive sports.
- Teacher will hand out the two articles:
  - “Yes! It is Time to Scale Back,” by Amanda Ripley and “No! Sports are More Important Than Ever,” by Tim O’Shei.
- Teacher will model and guide the students in annotating the first paragraph of the
Students will be placed in small groups to annotate the remainder of the first article.

Students will further investigate the article as they actively participate in completing a graphic organizer that will help them trace the author’s point of view through evidence and use of rhetorical appeals.

Students will stand up-hand up-pair up to share pertinent pieces of evidence that were found in the first article.

Students will then be randomly called upon to share some of their pieces of evidence and rhetorical appeals.

Students will independently complete the graphic organizer for the second article – this will be taken as a formative assessment.

The components of the instructional program incorporated include:

1. Direct instruction – students receive explicit, direct instruction on the learning targets through the essential question, objective, big idea, and modeling activities.
2. High-yield instructional strategies – Students will be able to realize the learning target through the participation of modeling techniques, graphic organizers, cooperative learning, and Kagan strategies.
3. Shared inquiry – Students will participate in an inquiry-based approach of reading and annotating the text in a small group setting and having the opportunity to share information with their classmates.
4. Differentiation – Students will be given different level articles based upon their Lexile reading and writing levels.
5. ELL strategies – Students will engage in learning vocabulary and language development strategies through metacognition, graphic organizers, and peer tutors.

The components of the educational philosophy incorporated include:

1. **Rigor** – Learning targets are introduced in order to provide a high-level learning as students are purposefully grouped in order to have challenging articles for the Lexile level.
2. **Relevance** – The lesson is Ladified by using a current argument occurring in several schools about whether or not to abandon sports at a competitive level.
3. **Relationships** – Students effectively work collaboratively in order to build relationships through Kagan strategies and small and whole group activities.

### 5. Formative Assessment

| 1. Students will know author’s point of view are based on analyzing evidence and viewpoints. |
| 2. Students will know the difference between point of view and perspective. |
| 3. Students will know how rhetorical appeals can assist an author in developing their point of view, perspective, and purpose. |
| 4. Student will determine an author’s point of view, perspective and purpose in a text and analyze how the author acknowledges and responds to conflicting evidence or viewpoints. |

After the learning activity, students will be formatively assessed to determine whether they have met the learning targets addressed in the lesson.

**Students will create their graphic organizer to help trace the author’s purpose**
through evidence.

Students will briefly summarize the key points of evidence for the point of view and purpose of the author.

Student will apply knowledge of learning targets:
1. Students will know author’s points of view are based on analyzing evidence and viewpoints.
2. Students will know the difference between point of view and perspective.
3. Students will know how rhetorical appeals can assist an author in developing their point of view, perspective, and purpose.

Criteria for determining whether students have met each of the learning targets:
Teacher will assess students' ability to locate the key points through finding and stating the evidence on the graphic organizer.

Criteria for how students demonstrate mastery of the required standard:
Proficiency will be 80% or more based on the annotation and identification of the author's purpose and point of view through key pieces of evidence.

Students will show proficiency in the following:
1. Identification of key evidence in the article through highlighting the evidence in yellow.
2. Identification of rhetorical appeals in the article through highlighting the appeals in pink.
3. Identification of the author's main idea in the article through highlighting the purpose in green.

5. **Summative Assessment**
Describe how students will demonstrate mastery of the Required Standard.
Describe the criteria used to determine whether a student has mastered the Required Standard.

Students will be asked to answer an essay prompt of, “Explain the Author’s Point of View and purpose and analyze evidence that help to support the author’s purpose and point of view in this article.” (Learning target# 4)

The following Rubric will be used as criteria used to determine whether a student has mastered the Required Standard:
6. Remediation
Describe the processes available to provide support to students that do not meet the learning targets.

Processes available to provide support to students that do not meet the learning targets:
- Teachers could provide a different writing frame/graphic organizer to help students organize their summative assessment response
- EL students may be provided with an appropriate translation dictionary in order to determine the meanings of unfamiliar words
- Some students may require additional one to one support from the teacher. The teacher can monitor comprehension and task completion by using any of the following questions: *What made you select those words from the text to support your answer? Where did you find the text evidence to support this response? What do you think the author meant by _______________? (specific words or phrases from the text) How do you know? What evidence from the text can you use to support your inference?*

Rti/MTSS Process

1. SLAM faculty will differentiate instruction as necessary, as well as offer tutoring services or others such assistance to ensure students remain successful. Student performance will be continuously assessed and students not making adequate progress towards mastery of the standards will be provided with appropriate supports and interventions as follows:
   - Reading strategies in the content area will be facilitated through the
curriculum to provide students with additional practice to those being taught during classes.

- Daily pullout tutoring, as well as after school tutoring may be required for those students consistently demonstrating non-mastery of the standards.

Students consistently demonstrating non-mastery of benchmarks on teacher generated quizzes, chapter tests, projects, investigations, and poor academic progress will be targeted for supplemental and intensive instruction/intervention.

2. Using real-time data from frequent assessment results, SLAM will provide the necessary individual, classroom and/or school-wide intervention programs which include: research-based specific targeted tutoring during and after school; supplemental intervention programs and support within the respective reading, math, science, and history classrooms through academic coaching, lesson modeling, computerized intervention programs; and pull out services (as needed).

3. When it is determined that the strategies/interventions and/or curriculum are not meeting the student needs, the team will make accommodations and adaptations as necessary to meet student needs and drive achievement of all students. Based on the data analysis, the principal and lead teachers collaboratively develop an instructional focus calendar with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of calendars, student assessment data will drive decisions for continuous improvement of the teaching and learning process.

4. Data will be used to modify curriculum or instruction and adjust interventions through the RTI tiered process, as necessary, depending upon the student’s academic growth and demonstration of proficiency.

The RTI team will be responsible for developing progress monitoring plans that identify assessments used for diagnosis, placement, and proven supports. If, after the RTI and differentiation process, it is found the student is still not mastering the standards, the Special Education team will be consulted for further evaluation.
### 1. Learning Targets
Identify the objectives students must know that align with the Required Standard and can be assessed to demonstrate mastery of the Required Standard.

| Required Standard: 6.W.3 | 6.W.3 Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.  
| | b. Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters.  
| | c. Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one-time frame or setting to another. |

- Students will write a narrative using well-structured writing techniques.
- Students will create relevant and descriptive details to enhance their writing through the setting, characters, and plot development.
- Students will utilize appropriate dialogue, pacing, and description to develop events and characters.
- Students will use a variety of transition words and phrases to sequence their narrative in the most effective format.
- Students will use appropriate word choice and academic vocabulary in order to increase the rigor of their essay.

### 2. Prior Knowledge
List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.

| Knowledge/skills required prior to meeting learning targets: |
| 5.W.3a - Orient the reader by establishing a situation and introducing a narrator and/or characters; organize an event sequence that unfolds naturally.  
| 5.W.3b - Use narrative techniques, such as dialogue, description, and pacing, to develop experiences and events or show the responses of characters to situations.  
| 5.W.3c - Use a variety of transitional words, phrases, and clauses to manage the sequence of events.  
| 5.W.3d - Use concrete words and phrases and sensory details to convey experiences and events precisely.  
| 5.W.3e - Provide a conclusion that follows from the narrated experiences or events. |

How prior knowledge will be used:

- Students will need to review and recall writing vocabulary terms: narrative, dialogue, pacing, transitions, imagery, and sequence.

By understanding the academic vocabulary, students will have a clear understanding of creating a narrative based on real or imagined experience using effective techniques.

Knowing this information, students will be able to further achieve the learning target of using a variety of transition words and phrases to develop their narrative with appropriate pacing and dialogue.
### 3. Instructional Plan

Describe the process for presenting new information necessary for students to meet the learning targets. Describe the instructional strategies used to lead students to meet each of the learning targets identified.

<table>
<thead>
<tr>
<th><strong>Direct Instruction</strong></th>
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<tbody>
<tr>
<td>- Introduce the objective: I will write a narrative utilizing the effective techniques of dialogue, pacing, and description.</td>
</tr>
<tr>
<td>- Introduce the Essential Question: How are the techniques of dialogue, pacing, and description useful in creating a well-written narrative?</td>
</tr>
<tr>
<td>- Introduce the Big Idea: Sequencing in a narrative helps the reader understand the overall purpose.</td>
</tr>
<tr>
<td>- Teacher will conduct a brief KWL chart to gain prior knowledge.</td>
</tr>
<tr>
<td>- Teacher will model a brief narrative and locating the sequencing attributes.</td>
</tr>
<tr>
<td>- Teacher will review the academic vocabulary: narrative, dialogue, pacing, transitions, imagery, and sequence.</td>
</tr>
</tbody>
</table>

**High-Yield Instructional Strategies** (modeling, visuals, short informational text, cooperative learning, gallery walk, graphic organizer)

| - Students will be shown two engaging clips of the award-winning race horse, Barbaro in gallery sections around the room. |
| | o What is the sequence of each clip? |
| | o What verbal, descriptive details does the narrator use to describe the horse? |
| - Students will annotate the informational text about Barbaro in another rotation in their pre-determined small groups. |
| - Students will journey to the third station where they will collaboratively answer the question, "How were the video clips similar and how were they different?" |
| - Students are challenged to each decide on one descriptive word they can share with the class to describe either the videos or the informational text. |
| - Graphic organizers will be used for students to independently begin to organize their thoughts for their narrative. |

**Shared Inquiry**

| - Students will participate in an inquiry-based approach to the reading of the text in which students will collaboratively think about the pacing, sequencing of events, and the descriptions that engage the reader. |
| | o Why are these techniques effective for the author? |
| | o What could they have done differently to engage the reader further? |
| - Students will have the opportunity to share with one another the answers they develop during the gallery walk and share them whole group for the benefit of the class and different level learners. |

**Independent Practice** will be assessed quickly.

| - Teacher will reteach specific skills in small groups as necessary. |
| - Enrichment activities to challenge the students will be given for those students working at an accelerated pace, such as adding details to... |
**Formative Assessment**

- Students will be given brief checks for understanding after each gallery walk rotation to determine the mastery of the learning objectives.

**Response to Intervention**

- The lesson will close with a restatement of the learning objective and an exit ticket question will be used to alert the teacher to reteaching and enrichment tasks if necessary.

<table>
<thead>
<tr>
<th>4. <strong>Instruction</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe the activity/tasks students will complete to meet the learning targets. Identify components of the program of instruction and educational philosophy that are incorporated into Instruction.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity/Tasks:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Introduce the objective, essential question, and Big Idea for the lesson.</td>
</tr>
<tr>
<td>- Activate prior knowledge with a KWL chart about narratives – what do we know, what do we want to know, and what should we learn about the narratives. This is where the academic vocabulary can be reviewed and addressed.</td>
</tr>
<tr>
<td>- Project a brief narrative on the board and model for the students how they can quickly sequence the events that are occurring.</td>
</tr>
<tr>
<td>- Explain to the students they will be broken down into cooperative groups and will be journeying around the room for a gallery walk in which they will watch two separate videos about Barbaro – one positive and one negative and complete the task of listing 3 sequencing main events. They will also be annotating a brief narrative on Barbaro as to what happened during his career. They will also be answering a question about how the video clips were different from the narrative.</td>
</tr>
<tr>
<td>- Students will think of one descriptive word that describes either the video or the narrative text and will individually write their words on the white board.</td>
</tr>
<tr>
<td>- Students will be given a graphic organizer to assist them in writing a narrative on a real life, or imagined event:</td>
</tr>
<tr>
<td>- Choice #1 – Based on what you viewed in both of the videos and read in the narrative, “Barbaro, The Heart of the Winner’s Circle, write a personal narrative as if you were there the day Barbaro won the Kentucky Derby and then again the day at the Preakness Stakes.</td>
</tr>
<tr>
<td>- Choice #2 – Write as though you are a real or fictional racehorse. What are you thinking about the day of a big race and how do you handle the stress?</td>
</tr>
</tbody>
</table>

The components of the instructional program incorporated include:

1. Direct instruction – Students will receive explicit, direct instruction on
the objective, essential question, the big idea, and each of the learning targets.

2. High-yield instructional strategies – Students will be able to utilize visuals, graphic organizers, cooperative groups, and Kagan strategies in order to reach mastery of the learning targets.

3. Shared inquiry – Students will develop strategies in order to annotate and find pertinent sequencing ques from the narrative.

4. Differentiation – Students are purposefully placed in cooperative groups based on previous assessments. Students will learn through a gallery walk Kagan strategy to increase long-term memory and discussion.

The components of the educational philosophy incorporated include:

1. **Rigor** – The learning targets are broken apart in order to address different learning styles in an efficient manner. Formative and summative assessments allow for the mastery of the content and to challenge the students at their current levels.

2. **Relevance** – The lesson is SLAMified by students being exposed to a different type of sport – horse racing, and engages the students in order to gain knowledge on an area they may not be familiar.

3. **Relationships** – Students use the Kagan strategy of a gallery walk in order to share inquiry and locate sequencing, details, and dialogue that will assist them in their summative assessment.

### 5. Formative Assessment

List criteria for determining whether students have met each of the learning targets.

<table>
<thead>
<tr>
<th>After the learning activity, students will be formatively assessed to determine whether they have met the learning targets addressed in the lesson.</th>
</tr>
</thead>
<tbody>
<tr>
<td>- The teacher will review the students' tasks from the gallery walk after each station to quickly assess their understanding.</td>
</tr>
<tr>
<td>- The teacher will review the student's graphic organizer as to if the sequencing events make sense.</td>
</tr>
</tbody>
</table>

The exit ticket question of, “What is the importance of pacing, dialogue, and sequencing in the narrative you are creating? Give an example of each from your ideas.

Exit ticket will be assessed according to the following rubric:

0 = No importance was stated as to the pacing, dialogue, and sequencing in the narrative – no examples were provided.

1 = Some importance was stated as to the pacing, dialogue, and sequencing in the narrative – a weak example was provided.

2 = The importance was clearly stated as to the pacing, dialogue, and sequencing in the narrative – a strong example was provided.
6. **Summative Assessment**
Describe how students will demonstrate mastery of the Required Standard. Describe the criteria used to determine whether a student has mastered the Required Standard.

Proficiency will be 80% or higher based on the students **writing a narrative based on one of prompts**:

- **Choice #1** – Based on what you viewed in both of the videos and read in the narrative, “Barbaro, The Heart of the Winner’s Circle, write a personal narrative as if you were there the day Barbaro won the Kentucky Derby and then again the day at the Preakness Stakes.

- **Choice #2** – Write as though you are a real or fictional racehorse. What are you thinking about the day of a big race and how do you handle the stress?

Students will be graded according to the following rubric based on AzMerit Narrative writing:

4 = Highly Effective – Writer shows a clear understanding of the narrative elements learned and discussed in class.

3 = Effective – Writer shows understanding of the narrative elements learned and discussed in class.

2 = Basic – Writer shows little understanding of the narrative elements learned and discussed in class.

1 = Below Basic – Writer shows no understanding of the narrative elements learned and discussed in class.

7. **Remediation**
Describe the processes available to provide support to students that do not meet the learning targets.

**Processes available to provide support to students not meet the learning targets**:

- Teachers could provide a different writing frame/graphic organizer to help students organize their summative assessment response.
- EL students may be provided with an appropriate translation dictionary in order to determine the meanings of unfamiliar words.
- Some students may require additional guidance from the teacher during Guided Practice, including summarizing the key information and specific vocabulary instruction.

1. SLAM faculty will differentiate instruction as necessary, as well as offer tutoring services or others such assistance to ensure students remain successful. Student performance will be continuously assessed and students not making adequate progress towards mastery of the standards will be provided with appropriate supports and interventions as follows:

- Reading strategies in the content area will be facilitated through the curriculum to provide students with additional practice to those being taught during classes.
- Daily pullout tutoring, as well as after school tutoring may be required for those students consistently demonstrating non-
mastery of the standards. Students consistently demonstrating non-mastery of benchmarks on teacher generated quizzes, chapter tests, projects, investigations, and poor academic progress will be targeted for supplemental and intensive instruction/intervention.

2. Using real-time data from frequent assessment results, SLAM will provide the necessary individual, classroom and/or school-wide intervention programs which include: research-based specific targeted tutoring during and after school; supplemental intervention programs and support within the respective reading, math, science, and history classrooms through academic coaching, lesson modeling, computerized intervention programs; and pull out services (as needed).

3. When it is determined that the strategies/interventions and/or curriculum are not meeting the student needs, the team will make accommodations and adaptations as necessary to meet student needs and drive achievement of all students. Based on the data analysis, the principal and lead teachers collaboratively develop an instructional focus calendar with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of calendars, student assessment data will drive decisions for continuous improvement of the teaching and learning process.

4. Data will be used to modify curriculum or instruction and adjust interventions through the RTI tiered process, as necessary, depending upon the student's academic growth and demonstration of proficiency.

5. The RTI team will be responsible for developing progress monitoring plans that identify assessments used for diagnosis, placement, and proven supports. If, after the RTI and differentiation process, it is found the student is still not mastering the standards, the Special Education team will be consulted for further evaluation.
### Instructional Analysis for Grade 7 in Math

Provide a complete response for each component below (1 through 7) based on the listed Required Standard. Ensure that each response meets the criteria listed in the left-hand column and aligns with the new charter application package.

**Required Standard:** 7.EE.B.3

- Solve multi-step mathematical problems and problems in real-world context posed with positive and negative rational numbers in any form. Convert between forms as appropriate and assess the reasonableness of answers. For example, If a woman making $25 an hour gets a 10% raise, she will make an additional 1/10 of her salary an hour, or $2.50, for a new salary of $27.50 per hour.

### Learning Targets

- Identify the objectives students must know that align with the Required standard and can be assessed to demonstrate mastery of the Required standard.

1. Students will be able to solve proportions in real life situations.
2. Students will solve for specific percentages in a real-life situation.
3. Students will solve for specific variables or unknowns in a real-life situation.
4. Students will apply geometric methods to solve design problems.
5. Students will solve problems involving scale drawings of geometric figures, including computing actual lengths and areas.

### Prior Knowledge

- List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.

Knowledge/skills required prior to meeting learning targets:

- 6.NS.3 - Fluently add, subtract, multiply, and divide multi-digit decimals using the standard algorithm for each operation.
- 7.NS.3 - Solve real-world and mathematical problems involving the four operations with rational numbers.
- G-MG.3 – Apply geometric methods to solve design problems (e.g. designing an object or structure to satisfy physical constraints or minimize cost; working with typographic grid systems based on ratios).
- 7.G.1. – Solve problems involving scale drawings of geometric figures, including computing actual lengths and areas from a scale drawing and reproducing a scale drawing at a different scale.

By Grade 7 students start to see whole numbers, integers, and positive and negative fractions as belonging to a single system of rational numbers, and they solve multi-step problems involving rational numbers presented in various forms.

Students have already learned to solve proportions, percentages and for a specific variable. The teacher will use prior knowledge to introduce the learning strategies by providing guiding questions:

1. When could proportions and ratios be used in real life?
2. When would you need to solve for a specific variable?
3. Why would you want to know how to solve for a percent?

In analyzing the guiding questions, students will be able to apply real-world mathematical situations, such as building a fence around a pool.

### Instructional Plan

- Describe the process for presenting new information necessary for students to meet the learning targets. Describe the instructional strategies used to lead students to meet each of the learning targets identified.

### Direct Instruction

- Introduce the Objective: I will be able to use mathematical reasoning skills to solve multi-step problems in a real-world context.
- Introduce the Essential Question: Which steps must in mathematical reasoning must I take to correctly build a fence with specific measurements?
- Teacher will model a quick scale fence drawing in order to give the students an idea of what their diagrams should model.
- Teacher will review key academic vocabulary necessary for this lesson: estimate, proportion, horizontal, vertical, area, square feet, scale, unit cost.
- Teacher will show students specific examples of real-life fences and measurements that can assist them with their mathematical reasoning and calculations.
The teacher will provide the students with the following details:

**Details:**
- Lot Size: 72’ x 120’
- Gate Size: 48” wide
- Materials: Cedar privacy fence (1” x 4” x 6’)
  - 4” x 4” posts at 8’ on center
  - Two gates: 4’ wide and 5’ high (leaving 6” at both bottom and top)
  - 2”x4”x8’ horizontal supports
  - Metal fasteners for the supports
  - Quorate to set the posts

High-Yield Instructional Strategies – visuals, cooperative groups, table talks, modeling)

- The teacher will model a quick scale fence drawing in order to give the students an idea of what theirs should resemble.
- Students will be placed in pre-determined small groups based on previous assessments.
- Groups will complete a table talk in which each student takes a turn to talk about the best way in which to go about building the fence.
- The recorder of the group will sketch out the fence, making sure to use the appropriate scale.

**Shared Inquiry**

- The teacher will guide the discussion in the beginning as she models the fence drawing.
- The teacher will facilitate as the students complete their table talks in determining the best course of action for their fence diagram drawing.
- Students will have 15 minutes in which to determine their course of action for their scale drawing.

**Independent Practice** will be assessed quickly.

- Teacher will reteach specific skills in small groups for students who are struggling to grasp the concept of scale drawings and measurements. Enrichment activities such as students not only drawing, but building their scale models will be provided for students who are progressing at an accelerated pace.

**Formative Assessment**

- Students will be given brief checks for understanding after each lesson component to determine mastery of learning objectives.

**Response to Intervention**

- The lesson will close with a restatement of the learning objectives, as well as the exit ticket of the student’s formula diagram page for their scale model.

---

**Instruction**

Describe the activity/tasks students will complete to meet the learning targets. Identify components of the program of instruction and educational philosophy that are incorporated into instruction.

**Activity/Tasks:**

- Introduce the following instructions to the class:

  1. Using the street setback per city code of a minimum of 16’, draw a scaled diagram of the fence project, determine the costs of the fencing and supplies needed from two local lumber yards, and put together a recommendation of which lumber yard would be the most cost effective. Provide your reasoning using the cost chart below and write a letter to the client identifying and explaining your recommendation.
2. Indicate on your diagram that you observed the minimum setbacks, the scale you used, and where the gates and posts will be placed.

3. Explain any decisions or additional assumptions made to accomplish the bid in your letter to the client, including the level of decision in your measurements.

4. What is the total area of fenced backyard? What would be the maximum number of square feet available for the pool and surrounding areas, based on your diagram of the fenced yard?

The components of the instructional program incorporated include:

1. Direct instruction – Students will receive explicit, direct instruction in each of the learning targets addressed in the standard.
2. High-yield instructional strategies – Students will be able to utilize visuals, cooperative groups, table talks, and modeling to hit the objective and answer the essential question.
3. Shared inquiry – Students will develop strategies for justifying, reflecting, and reasoning of other to adjust their final project.
4. Differentiation – Students are purposefully grouped in order to maximize learning.

The components of the educational philosophy incorporated include:

1. Rigor – The standard was deconstructed into learning targets so students may meet the learning targets in this real-life mathematical process. Students must think logically and see their errors in order to reflect and adjust.
2. Relevance – The lesson shows the use relevance of this project as it is the law that pools must be fenced.
3. Relationships – Students worked together in small groups to investigate, reflect, and adjust their thinking.

**Formative Assessment**

List criteria for determining whether students have met each of the learning targets.

After the learning activity, students will be formatively assessed to determine whether they have met the learning targets addressed in the lesson.

- The teacher will go and briefly look at each student’s graph for each lumber yard to be sure their reasoning, assumptions, and calculations are correct.

The following ratings system will be used for the formative assessment:

<table>
<thead>
<tr>
<th>Lumber Yard A</th>
<th>Lumber Yard B</th>
</tr>
</thead>
<tbody>
<tr>
<td># needed</td>
<td>Unit cost</td>
</tr>
<tr>
<td>Cedar slats (1”x 4” x 6’)</td>
<td>$ 1.66</td>
</tr>
<tr>
<td>Posts (4” x 4” x 8’)</td>
<td>$ 4.50</td>
</tr>
<tr>
<td>Supports (2” x 4” x 8’)</td>
<td>$ 1.45</td>
</tr>
<tr>
<td>Gate (48&quot;)</td>
<td>$ 32.40</td>
</tr>
<tr>
<td>Boxes of Fasteners</td>
<td>$ 16.50</td>
</tr>
<tr>
<td>Quikrete Concrete Bag</td>
<td>$4.50</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>
### Summative Assessment
Describe how students will demonstrate mastery of the required Standard.
Describe the criteria used to determine whether a student is mastered the Required Standard.

#### Criteria for how students demonstrate mastery of the required standard:

Proficiency will be 80% or higher based on the student’s final submission of their fence project based on the rubric:

#### Task-to-Mathematical Practice Alignment Recording Sheet

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Aligned CCSS</th>
<th>C</th>
<th>P</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP – 1 Make sense of problems and persevere in solving.</td>
<td>N/A</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>MP – 2 Reason abstractly and quantitatively</td>
<td>N/A</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>MP – 3 Construct viable arguments and critique the reasoning of others</td>
<td>N/A</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>MP – 4 Model with mathematics</td>
<td>N/A</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>MP – 6 Attend to precision</td>
<td>N/A</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

#### Task Comments

- **MP – 1 Make sense of problems and persevere in solving:** Students are required to analyze given problems, constraints, relationships, and goals. They must make conjectures about the form and meaning of the solution and plan a solution pathway. They must check the reasonableness of their solution, continually asking themselves, “Does this make sense?”

- **MP – 2 Reason abstractly and quantitatively:** This task involves quantitative relationships. It requires that students make sense of quantities and their relationships in the problem situation. They must attend to the meaning of the quantities and pay attention to units as they represent the quantities and measures in a table and then translate to a report to the client.

- **MP – 3 Construct viable arguments and critique the reasoning of others:** Students are required to justify their conclusions. There is no requirement to critique the reasoning of others.

- **MP – 4 Model with mathematics:** This task is an application from everyday life requiring that the student create a mathematical representation (model) that can replace the situation described in the prompt. Students must identify important quantities in the practical situation and use them to answer the questions posed. Students are required to explain their decisions and assumptions.

- **MP – 6 Attend to precision:** This task requires that students communicate precisely, organizing their information, as they show their mathematical thinking. Students must also attend to appropriate level of precision in their calculations.

#### Alignment Comments

- Standards selection: partial alignment
- Reasons for rating: effectiveness, etc.

#### Task Comments

- This is a multi-stage problem with real life applications and considerations. Students must identify measurements and lengths to determine costs, using both abstract reasoning and quantitative calculations.

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Attachment 25 - Scope & Sequence

SLAM! Nevada
Remediation

Describe the processes available to provide support to students that do not meet the learning targets.

Processes available to provide support to students that do not meet the learning targets:

Teacher would use Differentiated Instruction (DI) strategies to support individual student’s learning needs. The class may be divided into various Math Centers (the number of students in each group will vary based on understanding of the concept).

For struggling students, the teacher may provide scaffolding and support through:

- Reteach Center – Teacher works one-on-one or small group of students using worksheets for better understanding.
- Technology Center – teacher can assign a computer-based lesson (such as i-Ready) allowing student to practice the concept

Rti/MTSS Process

1. SLAM faculty will differentiate instruction as necessary, as well as offer tutoring services or others such assistance to ensure students remain successful. Student performance will be continuously assessed and students not making adequate progress towards mastery of the standards will be provided with appropriate supports and interventions as follows:
   - Reading strategies in the content area will be facilitated through the curriculum to provide students with additional practice to those being taught during classes.
   - Daily pullout tutoring, as well as after school tutoring may be required for those students consistently demonstrating non-mastery of the standards.

Students consistently demonstrating non-mastery of benchmarks on teacher generated quizzes, chapter tests, projects, investigations, and poor academic progress will be targeted for supplemental and intensive
Using real-time data from frequent assessment results, SLAM will provide the necessary individual, classroom and/or school-wide intervention programs which include: research-based specific targeted tutoring during and after school; supplemental intervention programs and support within the respective reading, math, science, and history classrooms through academic coaching, lesson modeling, computerized intervention programs; and pull out services (as needed).

3. When it is determined that the strategies/interventions and/or curriculum are not meeting the student needs, the team will make accommodations and adaptions as necessary to meet student needs and drive achievement of all students. Based on the data analysis, the principal and lead teachers collaboratively develop an instructional focus calendar with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of calendars, student assessment data will drive decisions for continuous improvement of the teaching and learning process.

4. Data will be used to modify curriculum or instruction and adjust interventions through the RTI tiered process, as necessary, depending upon the student’s academic growth and demonstration of proficiency.

5. The RTI team will be responsible for developing progress monitoring plans that identify assessments used for diagnosis, placement, and proven supports. If, after the RTI and differentiation process, it is found the student is still not mastering the standards, the Special Education team will be consulted for further evaluation.

### Instructional Analysis for Grade 8 in Science

Provide a complete response for each component below (1 through 7) based on the listed Required Standard. Ensure that each response meets the criteria listed in the left-hand column and aligns with the new charter application package.

<table>
<thead>
<tr>
<th>Required Standard: <strong>8.PSI.3</strong></th>
<th>Obtain and evaluate information regarding how scientists identify substances based on unique physical and chemical properties.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Learning Targets</strong></td>
<td>Identify the objectives students must know that align with the Required Standard and can be assessed to demonstrate mastery of the Required Standard.</td>
</tr>
<tr>
<td></td>
<td>• Students will compare and classify the properties of compounds.</td>
</tr>
<tr>
<td></td>
<td>• Students will use appropriate tools to conduct a science investigation.</td>
</tr>
<tr>
<td></td>
<td>• Students will produce a piece of writing which is appropriate for a scientific investigation.</td>
</tr>
<tr>
<td><strong>2. Prior Knowledge</strong></td>
<td>List the knowledge/skills that are required prior to meeting learning targets. Describe how prior knowledge will be used to introduce the learning targets.</td>
</tr>
<tr>
<td></td>
<td>Knowledge/skills required prior to meeting learning targets:</td>
</tr>
<tr>
<td></td>
<td>1. Students should be familiar with basic lab procedures and safety (ex. wearing goggles, no tasting of substances, use of gloves, caution with glassware).</td>
</tr>
<tr>
<td></td>
<td>2. Students should be familiar with the concepts of physical and chemical properties.</td>
</tr>
<tr>
<td></td>
<td>3. Students should know how to use tables to collect data.</td>
</tr>
<tr>
<td>Guiding Questions:</td>
<td>What are some properties of matter that can be used to identify an unknown substance?</td>
</tr>
</tbody>
</table>
How can you determine the identity of an unknown substance using known substances?
What is the difference between physical properties and chemical properties of matter?

### 3. Instructional Plan

Describe the process for presenting new information necessary for students to meet the learning targets. Describe the instructional strategies used to lead students to meet each of the learning targets identified.

#### Direct Instruction

- Teacher will introduce the objective: I will obtain and evaluate information as to how scientists identify physical and chemical properties.
- Teacher will introduce the Essential Question: How can a scientific investigation be useful for identifying physical and chemical properties?
- Teacher will review key academic vocabulary: scientific method, cause/effect, energy/matter, stability, change, and structure/function.

#### High-Yield Instructional Strategies (visuals, cooperative learning, graphic organizer notes, guided questions)

- Students will be placed in small groups with a specific job given to each member for maximum time use.
- Students will be

#### Shared Inquiry

- Students will review their guided notes with one another in their small groups.

#### Independent Practice will be assessed quickly

- Teacher will reteach specific skills in small groups for students who are struggling to grasp the concept of the scientific method, or identifying physical and/or chemical properties. Students who are accelerating through the material will be challenged to think deeper and find physical and/or chemical items that have not been mentioned.

#### Formative Assessment

- Students will be given brief checks for understanding as the teacher circles the classroom and discusses specific physical and chemical items with the small groups.

#### Response to Intervention

- The lesson will close with a restatement of the learning objectives as well as a brief writing of one of the materials that was investigated.
4. **Instruction**  
Describe the activity/tasks students will complete to meet the learning targets. Identify components of the program of instruction and educational philosophy that are incorporated into Instruction.

<table>
<thead>
<tr>
<th>Activity/Tasks:</th>
</tr>
</thead>
<tbody>
<tr>
<td>It is suggested to first talk with the relevant staff members to make sure they are willing to play along with the situation presented (if done appropriately with humor, students and staff can share the experience well).</td>
</tr>
</tbody>
</table>

**Situation:** Students enter the classroom to find some prominent object missing (picture, flag, something off of the teacher's desk... something humorous would help make the lesson lighthearted) and are told that someone broke into the classroom overnight and stole the object. The only evidence left behind was a mysterious white powder. The only people with access to the room at night are the custodian (who uses white powdered soap), the principal (who has a fondness for sugar donuts), the assistant principal (who took antacid for a stomach ache), the teacher across the hall (who stayed late to grade student projects made with corn starch), and the art teacher (who had made clay out of flour). The students' job will be to use their skills as scientists to identify the unknown powder and write a letter to a "judge" presenting the evidence and requesting the object be returned (again, humor is important here...the students should write with detail and purpose but not malice).

*Option:* instead of a stolen object scenario, the students could be told that while the teacher was cleaning out the supply closet he/she came across a jar of white powder that was unlabeled and the students are tasked with helping to identify the powder. The teacher knows that the following substances should have been in the closet: sugar, baking soda, corn starch, flour, and powdered soap. Their final task will be to summarize their findings so that the teacher can confidently re-label the powder and use it in future labs.

**Investigate:** What question(s) will students be investigating? What process will students follow to collect information that can be used to answer the question(s)?

The guiding questions should be used as the investigation questions but overall the question for students to investigate is: What is the identity of the mystery powder and what evidence do we have to support that?

Teachers should guide the students through the tests that they can use to identify the unknown powder using a known powder not included in the investigation (such as salt).

Suggested tests (although others may be appropriate): pH (with cabbage juice or other liquid indicator), starch (with iodine liquid), reaction to water, and reaction to vinegar

Students should also practice being very descriptive with physical characteristics (more than just "white" and "powder"), have them describe the shade of white and whether the powder is crystalline, clumped, etc... Smell and texture could be included in the physical description but not taste.

Once the practice is finished, students should be given samples of each of the known powders and access to the testing materials and should complete Part A of the lab sheet (attached). At the teacher's discretion, the mystery powder (the lesson does not define what the mystery powder should be-- teacher should...
select the mystery powder they want to use) should be given once the students have completed Part A of the lab sheet. Part B of the lab sheet should be filled out while students repeat the tests with the unknown.

Analyze: How will students organize and interpret the data collected during the investigation?

Lab Sheet (example attached) should be used to collect data

Mystery_Powder_Investigation_LabSheetKEY.docx
Mystery_Powder_Investigation_LabSheet.docx

*Teacher prep required:

- Students should be organized into small groups of 3-4 with one unknown per group (suggest giving different unknowns to different groups).

- I suggest putting powders in small plastic bags pre-labeled with the identity of the powder, spoon in each bag, and remind students to use a small amount (less than a tsp) per test.

- I suggest using small paper cups for tests (require 4 per powder so each group should get 20 cups).

- Each group will need enough cabbage juice, vinegar, and water for tests (100-200 mL) and then a dropper of iodine.

Closure: What will the teacher do to bring the lesson to a close? How will the students make sense of the investigation?

Closure will depend on the scenario.

Stolen-object scenario: Students will write the letter to a "judge" (example rubric for letter attached). Students may read each other’s letters, and the teacher can then possibly select one letter to "deliver" and see if the object is returned based on a convincing argument.

Unlabeled jar scenario: Students can write a short summary of their findings to submit to the teacher, and then the teacher could have other science teachers read the summary and "vote" whether they feel confident in the identification enough to use the powder with their students.

The components of the instructional program incorporated include:

1. Direct instruction – Students will receive explicit instruction as to the objective, essential question, and instructions as to the lab.

2. High-yield instructional strategies – Students will be able to utilize visuals, cooperative learning, graphic organizers, and guided notes in order to reach the objective and the learning targets.

3. Shared inquiry – Students will develop strategies to work with one another on analyzing and evaluating the task.

4. Differentiation – Students are purposefully grouped in order to maximize
The components of the educational philosophy incorporated include:

1. **Rigor** – The standards were deconstructed in order of the learning targets to be met through a student-centered learning environment that encourages critical thinking and higher-order questioning through opportunities to manipulate physical materials to construct models.

2. **Relevance** – The lesson shows relevance in that students will interact with physical and chemical properties of items that will increase their natural curiosity of the world around them.

3. **Relationships** – Students will work together in small groups to hypothesize, analyze, elaborate, and increase their higher order questioning skills.

### 5. **Formative Assessment**

**List criteria for determining whether students have met each of the learning targets.**

After the learning activity, students will be formatively assessed to determine whether they have met the learning targets addressed in the lesson.

**Pre-test: Mystery Powder Investigation prepost.docx**

- Teachers can use the results of the pre-test to determine areas of need with different students and look for opportunities to probe further throughout the lesson.

### 6. **Summative Assessment**

**Describe how students will demonstrate mastery of the Required Standard. Describe the criteria used to determine whether a student has mastered the Required Standard.**

Criteria for how students demonstrate mastery of the required standard:

**Mystery Powder Investigation prepost.docx**

Also, Closure Activity could serve as more in-depth assessment:

Closure will depend on the scenario.

Stolen-object scenario: Students will write the letter to a "judge" (sample rubric); I suggest having students read each other's letters, possibly select one letter to "deliver" and see if the object is returned based on a convincing argument.
Unlabeled jar scenario: Students can write a short summary of their findings to submit to the teacher, and then the teacher could have other science teachers read the summary and “vote” whether they feel confident in the identification enough to use the powder with their students.

<table>
<thead>
<tr>
<th>10 points</th>
<th>5 points</th>
<th>0 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mystery powder is identified as one of the knowns</td>
<td>Evidence from every test has been mentioned</td>
<td>Evidence from 2 or less tests has been mentioned</td>
</tr>
<tr>
<td>Evidence has been identified correctly as either physical or chemical properties</td>
<td>Evidence has been identified as either physical or chemical properties with minor errors</td>
<td>Evidence has not been correctly identified as either physical or chemical properties</td>
</tr>
<tr>
<td>Scenario accurately identifies the suspect related to the known</td>
<td>Scenario and suspect are not referenced</td>
<td></td>
</tr>
<tr>
<td>Grammar and sentence structure are appropriate</td>
<td>Grammar and/or structure have major issues</td>
<td></td>
</tr>
</tbody>
</table>

7. Remediation

Describe the processes available to provide support to students that do not meet the learning targets.

Processes available to provide support to students not meet the learning targets:

Accommodations:

- Student groups can be structured heterogeneously. The teacher may choose to put a high, medium, and low-performing student in each group.
- Some students will need assistance working in groups, communicating in a positive and effective way, as well as taking the criticism of other students constructively.
- Science vocabulary that is used in the lesson should be posted; a picture with definitions can be added for ELL students.

Remediation

- Teachers could modify activity using UDL design framework: provide a different writing frame to help students organize their response (Graphic organizer)
- EL students may be provided with an appropriate translation dictionary in order to determine the meanings of unfamiliar words and use visual
representations

• Some students may require additional one to one support from the teacher as a follow up

1. SLAM faculty will differentiate instruction as necessary, as well as offer tutoring services or others such assistance to ensure students remain successful. Student performance will be continuously assessed and students not making adequate progress towards mastery of the standards will be provided with appropriate supports and interventions as follows:

• Reading strategies in the content area will be facilitated through the curriculum to provide students with additional practice to those being taught during classes.

• Daily pullout tutoring, as well as after school tutoring may be required for those students consistently demonstrating non-mastery of the standards. Students consistently demonstrating non-mastery of benchmarks on teacher generated quizzes, chapter tests, projects, investigations, and poor academic progress will be targeted for supplemental and intensive instruction/intervention.

2. Using real-time data from frequent assessment results, SLAM will provide the necessary individual, classroom and/or school-wide intervention programs which include: research-based specific targeted tutoring during and after school; supplemental intervention programs and support within the respective reading, math, science, and history classrooms through academic coaching, lesson modeling, computerized intervention programs; and pull out services (as needed).

3. When it is determined that the strategies/interventions and/or curriculum are not meeting the student needs, the team will make accommodations and adaptations as necessary to meet student needs and drive achievement of all students. Based on the data analysis, the principal and lead teachers collaboratively develop an instructional focus calendar with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of calendars, student assessment data will drive decisions for continuous improvement of the teaching and learning process.

4. Data will be used to modify curriculum or instruction and adjust interventions through the RTI tiered process, as necessary, depending upon the student’s academic growth and demonstration of proficiency.

5. The RTI team will be responsible for developing progress monitoring plans that identify assessments used for diagnosis, placement, and proven supports. If, after the RTI and differentiation process, it is found the student is still not mastering the standards, the Special Education team will be consulted for further evaluation.
## GENERAL INFORMATION

<table>
<thead>
<tr>
<th>PARCEL NO.</th>
<th>161-34-202-003</th>
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<tbody>
<tr>
<td>OWNER AND MAILING ADDRESS</td>
<td>NEVADA SPORTS PROPERTIES LLC 6340 SUNSET DR MIAMI FL 33143</td>
</tr>
<tr>
<td>LOCATION ADDRESS</td>
<td>1095 FIELDERS ST</td>
</tr>
<tr>
<td>CITY/UNINCORPORATED TOWN</td>
<td>HENDERSON</td>
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<tr>
<td>ASSESSOR DESCRIPTION</td>
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<tr>
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<td>VESTING</td>
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<td>COMMENTS</td>
<td>SF 212-93</td>
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</table>

*Note: Only documents from September 15, 1999 through present are available for viewing.*

## ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT

| TAX DISTRICT | 528 |
| APPRAISAL YEAR | 2018 |
| FISCAL YEAR | 2019-20 |
| SUPPLEMENTAL IMPROVEMENT VALUE | 0 |
| INCREMENTAL LAND | 0 |
| INCREMENTAL IMPROVEMENTS | 687841 |

## REAL PROPERTY ASSESSED VALUE

| FISCAL YEAR | 2018-19 | 2019-20 |
| LAND | 301321 | 338987 |
| IMPROVEMENTS | 3938911 | 4706379 |
| PERSONAL PROPERTY | 0 | 0 |
| EXEMPT | 0 | 0 |
| GROSS ASSESSED (SUBTOTAL) | 4240232 | 5045366 |
| TAXABLE LAND+IMP (SUBTOTAL) | 12114949 | 14415331 |
| COMMON ELEMENT ALLOCATION ASSD | 0 | 0 |
| TOTAL ASSESSED VALUE | 4240232 | 5045366 |
| TOTAL TAXABLE VALUE | 12114949 | 14415331 |

## ESTIMATED LOT SIZE AND APPRAISAL INFORMATION

| ESTIMATED SIZE | 5.49 Acres |
| ORIGINAL CONST. YEAR | 2016 |
| LAST SALE PRICE MONTH/YEAR | 620000 |
| SALE TYPE | R - Recorded Value |
| LAND USE | 41.410 - Offices, Professional and Business Services. Schools |
| DWELLING UNITS | 0 |

## PRIMARY RESIDENTIAL STRUCTURE

<p>| 1ST FLOOR SQ. FT. | 0 |
| CASITA SQ. FT. | 0 |
| ADDN/CONV | 0 |</p>
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<tr>
<th>2ND FLOOR SQ. FT.</th>
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<th>CARPORT SQ. FT.</th>
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<tr>
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<td>TYPE OF CONSTRUCTION</td>
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<tr>
<td>FINISHED BASEMENT SQ. FT.</td>
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<td>ROOF TYPE</td>
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<td>TOTAL GARAGE SQ. FT.</td>
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This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

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

MAP LEGEND

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

ASSESSOR'S PARCELS - CLARK COUNTY, NV.
Briana Johnson - Assessor

T21S R62E
34
S 2 NW 4
161-34-2

SCALE: 1" = 200'

Rev: 8/14/2019

U S 95 FWY
STEPHANIE PL
CRUMBLING RIDGE ST
102-10PB

PT 161-34-302-006

L=386.3
80.85

L=940.07
611.34
75

L=362.17
89.08

L=293.64
189.02
120.84

L=691.98
457.05
50

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LEASE AGREEMENT

NEVADA SPORTS PROPERTIES LLC
AS LANDLORD

-and-

SLAM ACADEMY OF NEVADA
AS TENANT

PREMISES: Approximately 66,129 rentable square foot charter school facility located south of Russell Road Recreation Complex in Henderson, Nevada

DATE: As of June 1, 2016
THIS LEASE AGREEMENT ("Lease") is made as of June 1, 2016, by and between Nevada Sports Properties LLC, a Nevada limited liability company, having an office at 6457 Sunset Drive, Miami, Florida 33143 ("Landlord"), and SLAM Academy of Nevada, a political subdivision of the State of Nevada, having an address of 1378 Pasco Verde Parkway, Suite 200, Henderson, Nevada 89012 ("Tenant").

RECITALS:

WHEREAS, Landlord is the owner of that certain parcel of property located in Clark County, Nevada more particularly described on Schedule A attached hereto and made a part hereof (the "Land") and the Improvements, as further defined herein, on the Land (the Land and the Improvements, collectively, shall be referred to as the "Property");

WHEREAS, the Tenant desires to lease from the Landlord the Property for the sole purpose of operating a public charter school for grades 6 through 12, as more particularly hereinafter set forth;

WHEREAS, Landlord agrees to lease the Property to Tenant for Tenant’s purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, Landlord and Tenant agree to the terms, provisions, covenants and conditions of this Lease as follows:

WITNESSETH:

1.1 Recitals and Definitions. Each of the foregoing recitals is true and correct, are incorporated in this Lease, and are made an integral part of this Lease. In addition to other terms which may be defined herein, the following terms shall have the meanings set forth in this Article 1 unless the context otherwise requires:

1.2 "Additional Rent" shall have the meaning set forth in Section 4.6.

1.3 "Affiliate" means, when used with reference to a specified Person (i) any Person who directly or indirectly controls, is controlled by or is under control with the specified Person, (ii) any Person who is an officer, member or trustee of, or serves in a similar capacity with respect to, the specified Person, or for which the specified Person is an officer, member or trustee or serves in a similar capacity, (iii) any Person who, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the owner of ten percent (10%) or more of any class of equity securities, (iv) any relative of the specified Person, and (v) any Person controlling, controlled by or under common control with, directly or indirectly, the specified Person.
1.4 “Buildings” shall mean the school facilities, together with parking and ancillary facilities, described in the attached Schedule F, to be constructed by Landlord.

1.5 “Capacity Enhancements” shall mean the additional surface parking (together with a pedestrian way connecting such parking to the Land) to be located on the property commonly known as 1001 New Beginnings Drive, Henderson, Nevada (the “Church Parking Area”), internal roadways, landscaping and local government and utility capacity fees and charges, necessary to allow enrollment at the Demised Premises to exceed 850, but not more than 1,020, students.

1.6 “Charter” means that certain Charter School Agreement between Tenant and the Nevada State Board of Education (the “Board”), dated [date], 201_, pursuant to which Tenant operates or will operate a charter school on the Property (the “School”).

1.7 “Demised Premises” shall mean the Land and the Improvements.

1.8 “Environmental Laws” shall have the meaning set forth in Section 6.2.

1.9 “Event of Default” shall have the meaning set forth in Article 21.

1.10 “Expiration” and “Expiration Date” shall mean the date upon which this Lease actually expires or terminates, whether at the end of the Initial Term or Extended Term or upon any earlier termination hereof for any reason whatsoever.

1.11 “Extended Term” shall have the meaning set forth in Section 3.2.

1.12 “First Mortgage” shall mean any first mortgage (deed of trust) lien that now or hereafter encumbers Landlord’s fee or other interest in the Property.

1.13 “Fixed Charges” shall mean as to any measuring period: (i) all base rent (i.e. payments under leases of real property or equipment of an original term of more than one year) due, plus (ii) all principal and interest due in respect of borrowed money (including payments under guaranties, financial support agreements and the like with respect to which the underlying obligation is in default for non-payment), plus (iii) all installment payments due in respect of installment purchase contracts of an original term of more than one year.

1.14 “Fixed Charge Coverage Ratio” shall mean, for any fiscal year of the Tenant, the ratio of (i) Net Revenues Available for Fixed Charge Payments to (ii) the total Fixed Charges for such period.

1.15 “Fixed Rent” shall have the meaning set forth in Section 4.1.

1.16 “Governmental Authorities” shall mean all federal, state, county, municipal, town, village and local governments, and all departments, commissions, boards, bureaus, agencies, offices and officers thereof, having or claiming jurisdiction over all or any part of the Property or the use thereof.

1.17 “Hazardous Materials” shall have the meaning set forth in Section 6.2.
1.18 "Impositions" shall mean all duties, taxes, water and sewer rents, rates and charges, assessments (including all assessments for public improvement or benefit), charges for public utilities, excises, levies, license and permit fees (excluding any license or permit fees relating to the development of the Initial Improvements), sales tax on rent, commercial rent tax, gross receipts tax based on rent, fees and assessments imposed by any owners' association and other charges, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which have been or may be laid, levied, assessed or imposed upon or become due and payable during the Term out of or in respect of, or become a lien on, the Property, Tenant's Personal Property or any other property or rights included in the Property, or any part thereof or appurtenances thereto, or which are levied or assessed against the rent and revenues (but not taxes levied with respect to the net income of the Landlord) received by Landlord from the Property, by virtue of any present or future law, order or ordinance of the United States of America, the State or of any state, county, city or local government or of any department, office or bureau thereof or any other Governmental Authority.

1.19 "Improvements" shall mean the improvements now or hereafter constructed on, over or under the Land, including, without limitation, the Buildings and all replacements thereof and additions thereto, all walkways, parking and road improvements of whatever nature, utility and sewage lines (to the extent of Landlord's interest therein) and all apparatus, machinery, devices, fixtures, appurtenances and equipment necessary for the proper operation and maintenance of the foregoing now or hereafter owned by Landlord or hereafter acquired by Tenant and, as herein provided, to be surrendered to Landlord upon the Expiration of this Lease and attached to and used in connection with the Buildings and the Land.

1.20 "Initial Term" shall have the meaning set forth in Section 3.1.

1.21 "Land" shall mean the land described in Schedule A annexed hereto and incorporated herein by reference.

1.22 "Landlord" shall mean Nevada Sports Property LLC and its successors and assigns as landlord under this Lease.

1.23 "Landlord's Mortgages" shall have the meaning set forth in Section 28.1.

1.24 "Law" or "Laws" shall have the meaning set forth in Article 9.

1.25 "Lease Date" shall mean the date that the facilities described in Schedule F (other than the gymnasium) are made tenantable and granted a certificate of occupancy or a temporary certificate of occupancy (in the latter case, if and only if a certificate of occupancy is subsequently issued without material interruption of Tenant's use of the applicable facilities), but no sooner than August 15, 2016. Landlord shall provide notice to Tenant on or before July 25, 2016, of Landlord's reasonable conclusion that the Lease Date will be later than August 31, 2016.

1.26 "Lease Interest Rate" shall mean the lesser of (a) the highest lawful rate which at the time may be charged by Landlord to Tenant under the Laws of the State or (b) 15% per annum.
1.27 “Lease Year” shall mean the twelve (12) calendar month period commencing on each July 1 during the Term of this Lease; provided however that the period commencing on the Lease Date and ending on June 30, 2017 shall be treated as the first Lease Year.

1.28 “Net Revenues Available for Fixed Charges” shall mean, for any period, the sum of (i) all revenues of the Tenant (from any source), less (ii) the sum of all costs and expenses of operations and maintenance (determined in accordance with generally accepted accounting principles) of the Tenant, except for Fixed Charges.

1.29 “Notices” shall have the meaning set forth in Section 24.1.

1.30 “Option Notice” shall have the meaning set forth in Article 47.

1.31 “Option Period” shall have the meaning set forth in Article 47.

1.32 “Owner” shall mean the Owner of the fee title to the Land.

1.33 “Permits” shall have the meaning set forth in Article 9.

1.34 “Permitted Encumbrances” shall mean those certain liens, easements, rights of way and other encumbrances set forth on Schedule B annexed hereto and incorporated herein by reference.

1.35 “Person” shall mean and include any individual, corporation, partnership, limited liability company, unincorporated association, trust, Governmental Authority or other entity.

1.36 "Plans" shall mean the plans and specifications for charter school buildings, including the site plan, detailed design drawings and materials specifications prepared by Ethos Three Architecture under project number 2015102, last revised March 24, 2016.

1.37 “Pro Forma Fixed Charge Coverage Ratio” shall mean the Fixed Charge Coverage Ratio calculated upon the assumption that a particular additional Fixed Charge obligation is undertaken by Tenant, and that the associated revenues and other expenses accrue to Tenant, all such assumptions based upon reasonable business projections documented in writing to or by the board of Tenant, and forming the basis for the decision of the board of Tenant to undertake or not undertake such additional Fixed Charge obligation.

1.38 “Property” shall mean the Demised Premises.

1.39 “Provisions” shall have the meaning set forth in Article 34.

1.40 “Renewal Notice” shall have the meaning set forth in Section 3.2.

1.41 “Repairs” shall have the meaning set forth in Section 8.1.
1.42 "Restorations" shall have the meaning set forth in Section 16.2.

1.43 "School" shall have the meaning set forth in Section 1.6.

1.44 "State" shall mean the State of Nevada, the state in which the Demised Premises are located.

1.45 "Tenant" shall mean the Tenant named herein and, at any given time, its permitted successors and assigns as tenant under this Lease.

1.46 "Tenant Alterations" shall mean each and every (a) demolition of the whole or any part of any Improvement now or hereafter erected upon the Land; (b) excavation at any time made or to be made in, on or about the Demised Premises; (c) repair, addition, installation, betterment, rebuilding, or fixturing made by Tenant of, to, in, on or about the Property or any part thereof; (d) play field or other recreational or athletic field or improvement whatsoever; and (e) construction of any additional Improvements by Tenant upon the Land.

1.47 "Tenant’s Architect” and “Tenant’s Engineer” shall mean, respectively, a duly qualified architect and engineer, licensed in the State, selected and paid by Tenant.

1.48 "Tenant Deliveries" means the following instruments and documents to be executed, acknowledged and/or delivered by Tenant to Landlord and at such time or times as the same are reasonably requested by Landlord, including, without limitation, in conjunction with a sale of the Property by Landlord: (a) Tenant Estoppel Certificate in form acceptable to Landlord and its lenders or potential purchasers of the Property; (b) the Short Form Lease Agreement in the form attached hereto as Schedule C; (c) the insurance certificate required pursuant to Section 10.4; (d) the subordination, non-disturbance and attornment agreement provided for in Section 29.2; and (e) one or more legal opinions from outside counsel for Tenant licensed in the State and/or jurisdiction of their state and nation of formation acceptable to Landlord (“Tenant’s Counsel Opinion”), stating that (A) Tenant is duly formed, validly existing, and in good standing under the laws of its state of formation and is qualified to conduct business in the State; (B) the person executing the Lease is duly appointed and authorized by Tenant to execute the Lease; (C) the Lease has been duly authorized, executed and delivered by Tenant, and constitutes a legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms subject to exceptions relating to bankruptcy, insolvency and the application of equitable principles; (D) Tenant has full power and authority to execute, deliver and perform its obligations under the Lease and to carry on its businesses as presently conducted; (E) to the current, actual knowledge of Tenant's counsel based on due inquiry to Tenant, the execution, delivery and performance of the Lease will not conflict with or result in a breach or violation of any term or provision of, or constitute a default under (1) the Articles of Incorporation or Bylaws of Tenant, (2) any loan agreement, mortgage, deed of trust, lease, license or other agreement or instrument to which Tenant is a party or by which Tenant is bound, (3) any statute, order, rule or regulation of any governmental body or agency or instrumentality thereof, or (4) any order, writ, injunction or decree of any court or any arbitrator having jurisdiction over Tenant; and (F) such other matters as Landlord may reasonably require. Tenant shall permit, and shall cause Tenant's counsel to permit, any holder of the First Mortgage to rely on Tenant’s Counsel Opinion if one or more subject
matters of such opinion is (are) (x) required by the holder of the First Mortgage as a condition to the closing of the First Mortgage and (y) of the type customarily required by institutional lenders.

1.49 "Tenant's Personal Property" shall mean (a) all items that are owned by third parties and leased to Tenant, (b) Tenant's trade fixtures, (c) inventory and moveable equipment at the Demised Premises owned by Tenant, and (d) all other items of personal property purchased or otherwise acquired by Tenant, except in discharge of Tenant's obligations hereunder.

1.50 "Term" shall have the meaning set forth in Article 3 and shall include the Initial Term and any Extended Term.

1.48 "Unavoidable Delays" shall mean causes or events which are beyond a party's reasonable control which prevent such party's performance under this Lease which events may include: acts of God, fire, earthquake, flood, storm, explosion, war, invasion, insurrection, civil commotion, embargo, riots, mob violence, vandalism, lockouts, strikes, sabotage, picketing, inability to procure or general shortage of labor, equipment, facilities, supplies or materials, failure of transportation, litigation, condemnation, requisition, governmental restriction, including inability or delay in obtaining governmental consents or approvals, material adverse weather conditions, or any other cause, whether similar or dissimilar to the foregoing, not within such party's control; provided reasonably satisfactory evidence of the occurrence of each instance thereof shall be furnished by the party claiming Unavoidable Delays to the other party. Financial inability of a party shall not be the basis of an Unavoidable Delay.

2. **Demise.** Landlord, for and in consideration of the rents hereinafter reserved by Landlord and the Provisions herein contained on the part of Tenant to be paid, kept and performed, has leased, rented, let and demised, and by these presents does hereby lease, rent, let and demise to Tenant, and Tenant does hereby take and hire from Landlord, the Property, upon and subject to the Provisions herein set forth. Subject to completion of the Buildings substantially in accordance with the Plans, the lease of the Property is "As Is, Where Is" and "WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN," in its present state and condition as of the effective date of the Lease and again as of the date of the Certificate of Use/Occupancy following construction of the Improvements, with no rights or recourse, set-off, or counterclaim against Landlord (or any Landlord parties or any other related or affiliated party) with respect to such state or condition. Tenant acknowledges that Tenant has been given a full and complete opportunity to conduct its own inspections and investigations as to any and every matter, fact, condition, circumstance or issue, which might influence or affect Tenant's decision to lease the Demised Premises. Tenant has made thorough independent inspections and investigations of the Demised Premises and all pertinent matters thereto, without exception, including, but not limited to, the following: state of title; zoning; use; fitness of the Land; land surveys; soil conditions, as to every aspect thereof; access; utility services (availability and adequacy); sewers; storm drainage (collectively, the "Property Conditions"). Tenant represents and warrants as of the effective date, that Tenant is not relying on any representations, promises or agreements of Landlord, other than those if any, expressly set forth herein. Tenant understands and acknowledges that Landlord makes no representations or warranties, expressed or implied, regarding, and will not have any liability, whatsoever, to Tenant with respect to, the Property Conditions. Landlord hereby assigns to Tenant all of the warranties of Landlord's contractor (including its subcontractors and equipment manufacturers) for the Buildings (except as to those elements of the Buildings for
which Landlord is responsible hereunder for repair and maintenance), and Landlord has notified and received consent from its contractor for such assignment.

AS A MATERIAL PART OF THE INDUCEMENT TO LANDLORD FOR THE LEASING OF THE PROPERTY, TENANT, ON BEHALF OF ITSELF, AND ITS SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY FOREVER DISCHARGES AND RELEASES LANDLORD AND ITS RESPECTIVE PARTNERS, MEMBERS, PRINCIPALS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, ATTORNEYS AND EMPLOYEES (COLLECTIVELY, THE "LANDLORD PARTIES") FROM ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, DEMANDS, OBLIGATIONS, DAMAGES, CAUSES OF ACTION (AT LAW OR IN EQUITY) AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, OTHER THAN THOSE FOR BREACH OF LANDLORD'S REPRESENTATIONS AND WARRANTIES, IF ANY, EXPRESSLY SET FORTH HEREBIN, THAT ARE BASED DIRECTLY OR INDIRECTLY ON, ARISE FROM OR IN CONNECTION WITH, OR ARE, IN ANY MANNER WHATSOEVER, RELATED TO: (A) ANY PAST, PRESENT OR FUTURE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS MATERIALS AT THE PROPERTY, (B) ANY AND ALL STATEMENTS, REPRESENTATIONS, WARRANTIES, DETERMINATIONS, CONCLUSIONS, ASSESSMENTS, ASSERTIONS, OR ANY OTHER INFORMATION CONTAINED IN ANY OF THE DOCUMENTS PREPARED BY THIRD PARTIES AND DELIVERED TO TENANT IN CONNECTION HEREWITH AND THE PROPERTY, OR (C) ANY DEFECT, INACCURACY OR INADEQUACY IN THE CONDITION OF TITLE TO THE PROPERTY, LEGAL DESCRIPTION OF THE PROPERTY, OR ANY COVENANTS, RESTRICTIONS, ENCUMBRANCES, OR OTHER MATTERS OF RECORD, OR ENCROACHMENTS WHICH AFFECT THE PROPERTY.

SUBJECT, however, to the following:

2.1 Present and future building, environmental, zoning, use and other laws of all Governmental Authorities.

2.2 The condition and state of repair of the Property or any part thereof as the property may be on the Lease Date.

2.3 Rights, if any, of others relating to water, gas, sewer, electric, telephone and other utility lines, wires, poles, pipes, conduits and other equipment of any kind whatsoever and the maintenance thereof.

2.4 Liens for Impositions attributable to the period from and after the Lease Date (but not prior thereto).

2.5 The Permitted Encumbrances.

3. **Term.**

3.1 This Lease shall continue in force for a period commencing on the Lease Date and ending at 11:59 P.M. on June 30, 2036 (the “Initial Term”), unless extended as provided in Section 3.2 or sooner terminated as herein provided. Notwithstanding anything to the contrary
set forth herein, in the event that Landlord has not delivered the Buildings (other than the
gymnasium, as to which the delivery date is intended to be not later than January 31, 2017, and
shall not be later than July 1, 2017, it being understood that Landlord has given Tenant a rent
concession reflected in Schedule D as to the later delivery of the gymnasium and other matters) to
Tenant in tenantable condition on or before August 31, 2016, Landlord shall either make available
to Tenant alternative temporary facilities adequate to conduct Tenant's business intended to be
conducted on the Property until Landlord is able to deliver the Buildings (other than the
gymnasium, as noted above) in tenantable condition (the cost of such temporary facilities to be
borne by Landlord), or Tenant shall be entitled to terminate this Lease as of right, upon which all
obligations of Landlord and Tenant hereunder shall terminate and be of no further force and effect.

3.2 Tenant shall have the right to extend the Term for two successive additional
periods of five (5) years each, the first of which commencing on the day following the last day of
the Initial Term and ending on the day preceding the fifth (5th) anniversary thereof (as so extended
and subsequently extended, the “Extended Term”), provided that (i) Landlord receives a notice
from Tenant exercising its right to extend the Term (each, a “Renewal Notice”) not less than one
hundred and eight (180) calendar days and not more than four hundred fifty (450) calendar days
prior to the expiration of the Initial Term (or of the first Extended Term, respectively), and (ii)
there is no Event of Default outstanding at the time of the Renewal Notice or at the expiration of
the Initial Term (or of the Extended Term), unless such Event of Default is waived in writing by
Landlord. The second right to extend is subject to the conditions and requirements stated above
for the first such right to extend, and the further condition that the first extension has been granted
and performed.

3.3 The Fixed Rent payable during the Extended Term shall be as set forth in
Section 4.2. Upon the giving of the Renewal Notice, and the satisfaction of the conditions
applicable thereto, this Lease shall thereupon be deemed extended for the Extended Term with the
same force and effect as if such Extended Term had been originally included in the Term.

3.4 All other terms, provisions, covenants and conditions of this Lease shall
continue in full force and effect during the Extended Term except that Fixed Rent shall be as
provided in Section 4.2 and there shall be no further renewal terms.

4. **Rent.**

4.1 During the Initial Term, Tenant covenants and agrees to pay to Landlord
rent for the Property (“Fixed Rent”) in the amounts set forth in Schedule D attached hereto, as the
same shall be modified by agreement of the parties in the event of additional phases of the charter
school facilities on the Land, by written amendment to this Lease.

4.2 During the Extended Term, if any, Tenant covenants and agrees to pay to
Landlord Fixed Rent in the amounts set forth in Schedule E attached hereto.

4.3 Fixed Rent shall be accounted for and paid by Tenant to Landlord in
monthly payments, made in advance starting on the Lease Date, and thereafter on the first day of
each calendar month during the Term. Fixed Rent for any period during the Term which is less
than one full month shall be prorated based upon the actual number of days of the month involved. All Fixed Rent shall be payable without defense, set-off, or counterclaim.

4.4 All Fixed Rent and all Additional Rent (as hereinafter defined) payable to Landlord shall be paid by Tenant to Landlord by payment to Landlord at its address set forth herein, or to such other place and Person as Landlord shall direct in writing.

4.5 If Tenant shall fail to make payment of any installment of Fixed Rent or Additional Rent payable to Landlord hereunder within five (5) calendar days from the date upon which the same shall first have been due hereunder then and in each such event Tenant shall pay Landlord on demand, in addition to the installment or other payment due, as Additional Rent hereunder, a late payment fee in the amount of five (5%) percent of the amount due to compensate Landlord for legal, accounting and other expenses incurred by Landlord in administering the delinquent account by reason of such late payment. For the purposes of this Section 4.5, payments shall be deemed made upon the date of actual receipt by Landlord or as directed by Landlord at the place specified in or pursuant to Section 4.4 hereof. The late payment fee required to be paid by Tenant pursuant to this Section 4.5 shall be in addition to all other rights and remedies provided herein or by Law to Landlord for such nonpayment.

4.6 It is the purpose and intent of Landlord and Tenant that the Fixed Rent shall be net to Landlord and that Tenant shall pay as additional rent ("Additional Rent"), without notice or demand, and without abatement, deduction, defense, counterclaim or set-off, and save Landlord harmless from and against, all costs, Impositions, insurance premiums to which the Demised Premises is subject and all other expenses and obligations of every kind and nature whatsoever related to, or arising in connection with, the use and occupancy of the Property or any portion thereof or as otherwise provided in this Lease (including reasonable attorneys' fees and disbursements incurred in connection with any Event of Default hereunder, in the event that there is any Event of Default, whether or not a suit or proceeding is brought to enforce any right or remedy of Landlord) which may arise or become due prior to or during the Term, other than (a) payments under any mortgage or other indebtedness of Landlord; and (b) other obligations, if any, which are the specified responsibility of Landlord under the terms of this Lease. Tenant acknowledges that on the Lease Date it will give notice to all public and private utilities that it is in possession of the Demised Premises and will assume liability for all such charges imposed by such utility companies from and after the Lease Date to the Expiration of the Lease, including but not limited to, charges for water, gas, electric and other utilities and shall prorate with Landlord any utility bill for a period during which the Lease Date occurs. In the event of any nonpayment of any of the foregoing, Landlord shall have, in addition to all other rights and remedies, all of the rights and remedies provided for herein or by law in the case of nonpayment of Fixed Rent. Landlord agrees that it will give Tenant prompt notice of any intent to pay any sum which would be deemed Additional Rent and Landlord will make such payment only if it does not receive assurance to its reasonable satisfaction (and including written evidence) that such payment has been or is being timely made by or on behalf of Tenant within five (5) days of Tenant's notice; provided however, nothing herein shall be deemed to preclude Landlord from paying any amount which would otherwise be deemed to be Additional Rent directly and immediately if, in Landlord's judgment, there is an emergency or an extraordinary circumstance warranting such payment.
5. **Payment of Impositions.**

5.1 During the Initial Term and the Extended Term, except as set forth herein, Tenant shall pay all Impositions, or cause the same to be paid, as and when due and payable, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof; provided however, that:

(a) If, by Law, any Imposition, at the option of the taxpayer may be, and customarily is, paid in installments, whether or not interest shall accrue on the unpaid balance of such Imposition, Tenant may, so long as no Event of Default shall then exist under this Lease, exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event shall pay such installments as may become due during the Term together with any interest thereon as the same respectively become due and before any fine, penalty, additional interest or cost may be added thereto; and

(b) Any Imposition (including assessments which have been converted into installment payments by Tenant) relating to a fiscal period of a taxing authority, a part of which is included within the Term and a part of which is included in a period of time prior to the Lease Date or after the Expiration Date shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect of or become a lien upon the Property, or any part thereof, or shall become due and payable during the Term) be prorated between Landlord and Tenant as of the Lease Date or the Expiration of this Lease, as the case may be so long as, in the case of any proration in favor of Tenant, no Event of Default shall then exist hereunder.

5.2 Except as provided in this Section, Tenant shall not be required to pay income taxes assessed against Landlord, or any capital levy, corporation franchise, or gross receipts tax based on Landlord’s income, excess profits, estate, succession, inheritance taxes or transfer, documentary, excise or similar taxes of Landlord; provided however, that if at any time during the Term, the present method of taxation shall be changed so that in lieu of or as a substitute for the whole or any part of any Impositions on real estate and the improvements thereon there shall be levied, assessed or imposed on Landlord a new capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents or the present or future Improvements, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term “Impositions” for the purposes hereof, but only to the extent that the same would be payable if the Property were the only property of Landlord, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Impositions. In the event that the present method of taxation is changed as aforesaid, Landlord and Tenant agree to meet to equitably adjust the Impositions to be paid by Tenant.

5.3 Tenant shall obtain and after payment shall furnish to Landlord official receipts of the appropriate entity levying such Imposition, or other evidence reasonably satisfactory to Landlord, evidencing the payment of any Impositions.

5.4 Landlord and Tenant acknowledge that, pursuant to NRS 361.096(1), the Property is eligible for exemption from ad valorem taxation as of the Lease Date based upon its permitted use under the education exemption granted (public charter school), and that otherwise
ad valorem taxes would be included within Additional Rent hereunder, payable by the Tenant. The amount of payment required by the charter school pursuant to the agreement is reduced in an amount which is at least equal to the amount of tax that would have been imposed if the property were not exempt pursuant to subsection 1 of NRS 361.096. The parties agree to cooperate to obtain and maintain such ad valorem tax exemption (including that Landlord shall provide to Tenant a copy of this lease to deliver to the county assessor with cover letter from Landlord), at the expense of Tenant. Notwithstanding the foregoing, should there come due during the Lease Term any other Impositions (whether as a result of a change in law or interpretation or otherwise, and whether or not in lieu of ad valorem taxes), Tenant shall pay, prior to delinquency, all such Impositions as Additional Rent. Tenant agrees to use its best efforts in assisting Landlord with obtaining any and all ad valorem property tax exemptions including, without limitation, by submitting information and executing documents as may be reasonably requested by Landlord and shall otherwise reasonably cooperate with Landlord in obtaining same.

5.5 During the Term, Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition (it being understood that it is Tenant’s obligation to timely prepare and deliver to Landlord the documents necessary to obtain exemption from ad valorem taxes pursuant to the use exemption for public charter schools), by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof in which event Tenant shall have the right to postpone or defer payment of such Imposition, in each case only if:

(a) Neither the Property nor any part thereof would by reason of such postponement or deferment be in imminent danger of being subjected to foreclosure proceedings, forfeited or lost; and

(b) Tenant shall either (i) have posted with Landlord the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may be assessed against or become a charge on the Property or (ii) have posted with Landlord or with the authority imposing the Imposition or a court of competent jurisdiction security reasonably satisfactory to Landlord or a bond by a surety company approved by Landlord, whereby such surety undertakes to pay such Imposition in the event that Tenant shall fail to pay the same upon the final disposition of the contest (including appeals) or the Property or any part thereof is, in the reasonable judgment of Landlord in imminent danger of being forfeited or lost during the pendency of such contest. The initial deposit or bond shall be in an amount equal to 125% of the amount so contested and unpaid. Any deposit made by Tenant under the Provisions of this subsection, together with any additions thereto and all interest, if any, earned thereon, shall be held in trust and disposed of as hereinafter provided.

5.6 Upon the termination of any proceeding (including appeals), conducted pursuant to Section 5.5 hereof, or if Tenant should so elect, at any time prior thereto, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceeding, the payment of which may have been deferred during the prosecution of such proceeding, together with any costs, fees, interest, penalties or other liabilities in connection therewith, and upon such payment, Landlord shall return any amount deposited with it (and not previously applied by it as herein provided) with respect to such Imposition. Such payment, at Tenant’s request, shall be
made by Landlord out of and to the extent of the amount deposited with it with respect to such Imposition, any balance due shall promptly be paid by Tenant, and any balance remaining shall be paid to Tenant with interest, if any, accrued thereon. If, at any time during the continuance of such proceeding, the Property or any part thereof is, in the reasonable judgment of Landlord, in imminent danger of being forfeited or lost, Landlord may require the amount theretofore deposited with Landlord to be applied to the payment of such Imposition (or Landlord may require application of the bonded amount by the surety company, if a bond has been furnished) as provided in the preceding sentence, any balance due shall promptly be paid by Tenant, and any balance remaining due shall be returned to Tenant with interest, if any, accrued thereon. Notwithstanding anything to the contrary set forth in this Section, no such deposit held by Landlord, or any part thereof, or interest thereon, shall be returned to Tenant so long as any Event of Default shall then exist hereunder.

5.7 Landlord shall have the right: (a) to seek a reduction in the valuation or other basis of the Demised Premises and/or the Improvements and/or any portion or part thereof assessed or measured for Imposition purposes; (b) at Landlord’s expense to participate in any such proceeding commenced by Tenant at Landlord’s insistence or otherwise; and (c) to commence a proceeding with Notice to Tenant, or to intervene in and prosecute any proceeding commenced by Tenant, for a reduction of such assessed valuation or other basis which shall in whole or in part be for any period of time subsequent to the Expiration of this Lease. Tenant shall be obligated to reimburse Landlord in connection with any proceeding referenced in clauses (a) and (c) above (including reasonable attorney’s fees), but only to the extent of the aggregate amount of savings in Impositions that are actually realized by Tenant during the Term as a result of such proceeding.

5.8 To the extent to which any tax refund payable as a result of any proceeding which Landlord or Tenant may institute, or payable by reason of compromise or settlement of any such proceeding, may be based upon a payment made by or for the account of Tenant and shall not relate to a period prior to the Lease Date or subsequent to the Expiration of this Lease, subject to Tenant’s obligation to reimburse Landlord forthwith as Additional Rent hereunder for any expense incurred by Landlord in connection with such proceeding (including reasonable attorney’s fees), and so long as no Event of Default shall exist, Tenant shall be authorized to collect the same.

5.9 Landlord shall not be required to join in any proceeding referred to in Section 5.5 hereof unless the provisions of any Law at the time in effect shall require that such a proceeding be brought by and/or in the name of Landlord or any owner of the Property, in which event Landlord shall, upon written request, join in such proceeding or permit the same to be brought in its name, upon compliance by Tenant with the requirements of Section 5.5 and this Section. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any costs or expenses (including reasonable attorneys’ fees) or liabilities in connection with any such proceeding, if such proceeding has been requested or initiated by Tenant.

5.10 The certificate, advice or bill of the appropriate official designated by Law to make or issue the same or to receive payment of any Imposition, of payment or non-payment of such Imposition, shall be prima facie evidence that such Imposition is paid or due and unpaid at the time of the making or issuance of such certificate, advice or bill.
As set forth above, Landlord, with Tenant’s cooperation including timely delivery of necessary documentation to Landlord, shall apply for any applicable ad valorem tax exemption that may be allowed by Law. In the event that the foregoing exemption is granted, then, the exempted amount of taxes (i.e. one of the types of Impositions) shall be deducted from the Additional Rent. This paragraph is meant to clarify the benefit to be derived by the Tenant and provided for by law, it being understood that the rent paid by Tenant herein is composed of Fixed Rent and Additional Rent and that the benefit derived by any exemption shall be applied against the Additional Rent otherwise due hereunder.

5.12 In the event that Tenant fails to timely comply with its monetary obligations contained in Article 5, any amounts not paid when due shall accrue interest at the Lease Interest Rate.

6. **Use and Operation of Property.**

6.1 (a) Tenant shall have the right to use and occupy the Property for the sole purpose of operating a charter school and for such other lawful purposes as may be incidental thereto (including a pre-kindergarten program of Tenant’s choice). Tenant shall be responsible for all of its obligations under this Lease notwithstanding the loss of its Charter or any permits or authorizations needed or convenient to the operation of the School; provided however that in the event of loss of the Charter, enforcement of the obligations of Tenant hereunder shall be limited to recourse to the assets (funds and any other tangible or intangible assets) of the Tenant, and there shall be no personal liability of any member of the board or other governing body of the Tenant for Fixed Rent or Additional Rent, or any deficiency judgment against the Tenant for Fixed Rent or Additional Rent, except for sums due hereunder as a result of the willful misconduct of Tenant (or, as to a member of its board or governing body, the willful misconduct of such member).

(b) Tenant agrees that it will at all times maintain the Property in a state of repair and maintenance as required under Article 8; will not commit waste, overload the floors or structure of the Buildings or subject the Demised Premises to any use that would damage the Demised Premises; and will provide adequate security for the Property.

6.2 (a) Without the prior written consent of Landlord, Tenant shall not use, maintain, permit or allow the use, or maintenance of the Demised Premises or any part thereof to treat, store, dispose of, transfer, release, convey or recover, or permit or suffer these to be present on, under or about the Demised Premises, any Hazardous Materials nor shall Tenant otherwise, in any manner, possess or allow the possession of any Hazardous Materials on or about the Demised Premises, except for incidental cleaning, educational and landscaping supplies used and stored in compliance with all Environmental Laws (as hereinafter defined), whether such Hazardous Materials existed on the Demised Premises prior to the Lease Date or after the Lease Date. Should Landlord consent in writing to Tenant bringing, using, storing or treating any Hazardous Material(s) in or upon the Demised Premises or if Tenant is allowed to bring, use store or treat Hazardous Materials in or upon the Demised Premises pursuant to this Section, Tenant shall strictly obey and adhere to any and all Environmental Laws, which in any way regulate, govern or impact Tenant’s possession, use, storage, treatment or disposal of said Hazardous Material(s).
(b) "Hazardous Materials" shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (x) cause or significantly contribute to an increase in mortality or in serious illness, or (y) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable Laws (collectively "Environmental Laws").

(c) Tenant shall immediately notify Landlord of the presence or suspected presence of any Hazardous Materials, on or about the Demised Premises and shall deliver to Landlord any notice received by Tenant relating thereto.

6.3 Landlord and its employees, contractors and agents shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon at any time to determine whether or the extent to which there is Hazardous Materials on the Demised Premises. Landlord shall have the right to immediately enter upon the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant’s business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant’s property or business caused thereby, unless such loss or damage results from Landlord’s gross negligence or willful misconduct. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Materials, then, the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent. Tenant shall execute affidavits, representations and estoppels from time to time, in form reasonably acceptable to Tenant, at Landlord’s request, concerning Tenant’s knowledge and belief regarding the presence of any Hazardous Materials on the Demised Premises or Tenant’s intent to store or use Hazardous Materials on the Demised Premises. Tenant shall indemnify, defend, and hold harmless Landlord from any and all claims, loss, liability, costs, expenses or damage, including reasonable attorneys’ fees and other costs of remediation, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

6.4 Tenant shall not use or occupy or permit the Property or any part thereof to be used or occupied, for any unlawful purpose or in violation of the Charter or any certificate of occupancy, certificate of compliance, Permit or Law covering or affecting the use of the Property or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Demised Premises or any part thereof which may, in Law, constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

6.5 Tenant shall not use, occupy or improve or permit the Property or any part thereof to be used, occupied or improved, so as to violate any of the terms, conditions or covenants of the Permitted Encumbrances or any other easements, restrictions, covenants or agreements hereafter affecting the Property.
7. **Surrender of the Property; Holding Over.**

7.1 Tenant shall, on the Expiration of this Lease, or upon any re-entry by Landlord upon the Demised Premises pursuant to this Lease, surrender and deliver up the Property into the possession and use of Landlord, without delay and in the same state of repair and maintenance as the state of repair and maintenance of the Property on the Lease Date, ordinary wear excepted and casualty damage excepted, free and clear of all lettings and occupancies, free and clear of all liens, charges and encumbrances except (i) the Permitted Encumbrances and any easements, restrictions, covenants, charges or other encumbrances existing as of the Lease Date, (ii) the First Mortgage, if any, together with any other instruments securing the indebtedness secured by the First Mortgage, and (iii) all those which Landlord causes after the Lease Date or to which Landlord expressly consents in writing (which, for the purposes of this Section 7.1, shall be deemed to be additional Permitted Encumbrances). On the Expiration of this Lease, title to and ownership of the Improvements shall automatically vest in Landlord without the execution of any further instrument and without any payment therefor by Landlord. On or about sixty (60) days prior to the Expiration of the Lease, Landlord and Tenant shall conduct a joint inspection of the Property to determine its physical condition and Tenant’s compliance with its obligations hereunder, including without limitation, those set forth in Article 8. Landlord’s participation in such inspection shall not be deemed to preclude or stop Landlord from thereafter making a claim against Tenant with respect to any condition, circumstance or event related to the Property for which Tenant is responsible under this Lease or otherwise, provided that Landlord must make any claim for such condition, circumstance or event within ninety (90) days of the later of (a) the Expiration Date, and (b) the date on which Landlord regains physical possession of the Property, and provided further that the foregoing time limit on Landlord’s right to assert claims shall not apply to conditions which are not readily ascertainable with reasonable diligence or without resort to invasive testing, including by way of example and not limitation, subsurface soil and water conditions that exist as a result of Tenant’s use of the Property. Tenant shall remove all its signs from the Property upon expiration of this Lease and shall promptly repair any damage to the Improvements and the Land resulting from such removal. Tenant shall remove Tenant’s Personal Property upon Expiration of this Lease and Tenant shall promptly repair any damage to the Improvements and the Land resulting from such removal. Any of Tenant’s signs or other Personal Property remaining on the Demised Premises in excess of sixty (60) days following the Expiration of this Lease shall, at the option of Landlord, be deemed abandoned and become Landlord’s property. In addition, Landlord shall have the right to remove any of Tenant’s Personal Property upon the Expiration of this Lease, and to store the same, all at the sole cost and expense of Tenant. Tenant shall, on demand, execute, acknowledge and deliver to Landlord a written instrument, in recordable form, confirming such Expiration, as well as any further assurances of title to the Improvements as Landlord may reasonably request, together with instruments in recordable form evidencing the Expiration of this Lease and the Memorandum of this Lease of even date herewith.

7.2 In the event of any holding over by Tenant after Expiration or in the event Tenant continues to occupy the Property after the termination of Tenant’s right of possession pursuant to this Lease, occupancy of the Property subsequent to such termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but Tenant shall, throughout the entire holdover period, pay rent (on a per month basis without reduction for any partial months during any such holdover if such holdover exceeds five (5) calendar days and on a per diem basis if such holdover is five (5) calendar days or less) equal to
one hundred fifty percent (150%) of the Fixed Rent due for the period immediately preceding such holding over and the actual Additional Rent accruing on a prorata basis during the holdover period, provided that in no event shall Fixed Rent and Additional Rent during the holdover period be less than the fair market rental for the Property. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Term of this Lease shall be construed to extend the Term or prevent Landlord from recovery of immediate possession of the Property by summary proceedings or otherwise. Tenant shall be liable to Landlord for all actual damage which Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify Landlord against any and all proved claims made by any other tenant or prospective tenant against Landlord for delay by Landlord in delivering possession of the Property to such other tenant or prospective tenant.

7.3 The Provisions of this Article 7 shall survive the Expiration of this Lease.

8. Repairs and Maintenance.

8.1 Throughout the Term, Tenant, at its sole cost and expense, shall: (a) maintain in first-class condition and repair the interior and exterior of the Demised Premises, including but not limited to: the electrical systems (except as set forth in Paragraph 8.7), heating and air conditioning systems, plate glass, windows and doors; sprinkler, plumbing (except as set forth in Paragraph 8.7) and sewage systems and facilities; fixtures; interior and exterior walls; floors; ceilings; gutters, downspouts, sidewalks, parking lot pavement, parking areas, grounds, recreational and landscaped areas of the Demised Premises; all electrical facilities and equipment including but not limited to, interior and exterior lighting fixtures, lamps, fans and any exhaust equipment and systems; electrical motors; and kitchen and all other appliances, fixtures and equipment of every kind and nature located in, upon or about the Demised Premises; and all glass, both interior and exterior (and any broken glass shall be promptly replaced at Tenant's expense by glass of like kind, size and quality); (b) keep the Property in the same order, repair and condition as of the applicable Lease Date with respect to each phase, respectively; and (c) make all necessary or appropriate repairs, replacements and renewals, and all necessary or appropriate alterations and restorations thereto, interior and exterior, ordinary and extraordinary, and foreseen and unforeseen (collectively, "Repairs"). Without limiting the generality of the foregoing, Tenant shall, at its expense, contract with a professional HVAC contractor reasonably acceptable to Landlord for the maintenance and repair of all HVAC components, including for purposes of ensuring proper seasonal preventive maintenance on the heating, ventilating and air conditioning systems, and shall provide a report to Landlord showing compliance with this requirement. Tenant shall provide to Landlord a copy of such agreement (and replacement agreements from time to time as entered) when entered, and written notice of termination or default under such agreement.

8.2 The necessity for and adequacy of Repairs to the Property made or required to be made pursuant to Section 8.1 shall be measured by standards which are appropriate for school buildings of similar age and containing similar facilities in the locality and which are necessary to maintain the Property in a state of repair and maintenance as close as reasonably possible to the state of repair and maintenance of the Property as at the applicable Lease Date as to each phase, respectively. Whenever a portion of the Demised Premises must be replaced in order to comply with the requirements of this Article 8, new equipment and materials of a quality equal to or superior to the quality of the equipment and/or materials being replaced shall be used. Tenant
shall, within thirty (30) days after demand by Landlord, begin to make such Repairs, or perform such items of maintenance, to the Property as Landlord may reasonably require in order to maintain the Property at the standards required by this Lease and thereafter Tenant shall diligently and continuously pursue and promptly complete such Repairs.

8.3 Landlord shall not be required to furnish any services or facilities or to make any Repairs in or about the Property or any part thereof, Tenant hereby assuming the full and sole responsibility for all Repairs to, and for the condition, operation, maintenance and management of, the Property as of the Lease Date and during the Term.

8.4 Tenant shall, at its sole cost and expense, keep the sidewalks, curbs, entrances, passageways, roadways and parking spaces, planters and shrubbery and public areas adjoining (excluding areas not the responsibility of Landlord under applicable Law) or appurtenant to or constituting part of the Property in a clean and orderly condition, free of ice, snow, rubbish and obstructions.

8.5 Tenant shall be entitled to the benefit of any and all third-party warranties given or running in favor of Landlord with respect to the Property which would in any way be useful to Tenant in fulfilling its obligations under this Article 8; and Landlord shall have the obligation to cooperate with Tenant in making available to Tenant the benefit of any and all third-party warranties given or running in favor of Landlord with respect to the Property which would in any way be useful to Tenant in fulfilling its obligations under this Article 8. Further, Landlord agrees that it will cooperate with Tenant in a commercially reasonable manner in connection with claims against third parties regarding Tenant’s repair and maintenance obligations hereunder upon Tenant’s request and provided Tenant shall be responsible for the reasonable costs and expenses incurred by Landlord as a result of such cooperation.

8.6 The foregoing obligations of Tenant and Landlord are subject to the provisions of Articles 11, 12, and 16 and, in the event of a conflict between this Article 8 and Articles 11, 12, or 16, the provisions of Articles 11, 12, or 16, as the case may be, shall control.

8.7 Tenant shall immediately upon discovery give to Landlord telephonic notice, followed immediately by written notice, of any damage to the roof or roof structural components. Except for damages caused by the Tenant’s negligence (or Tenant’s licensees or invitees), Landlord shall be responsible for the maintenance of the roof and roof structural components. With regard to plumbing and electrical systems, notwithstanding the above responsibilities of Tenant, the Landlord shall be responsible for Repairs to the plumbing (from the source of water to the point of connection to the fixtures but excluding any such damages caused by the Tenant or the Tenant’s licensees or invitees) or electrical wiring (from the source of electricity (i.e. the utility meter) to the point of connection to the fixtures but excluding any such damages caused by the Tenant or the Tenant’s licensees or invitees) that originate with the walls.

8.8 If Tenant fails to perform any repair or maintenance for which it is responsible and such failure is not corrected within five (5) days after written notice from Landlord, Landlord may perform such work and be reimbursed by Tenant for the cost thereof, together with interest thereon at the Lease Interest Rate, within thirty (30) days after demand therefor. Notwithstanding anything to the contrary contained herein: (i) Tenant shall bear the full cost of
any repair of damage to any part of the Demised Premises that is caused by Tenant, its agents, employees, invitees, or contractors, or exacerbated by Tenant's delay in repair or maintenance obligations; and (ii) Landlord shall be entitled to take all action necessary at any time and at the sole expense of Tenant necessary, in the sole determination of Landlord, to protect the Demised Premises from loss, damage or waste and to assure Tenant's compliance with this Section 8.

9. Compliance with Laws; Maintenance of Licenses and Charter; Rate Covenant; Operating Reserve.

9.1 Throughout the Term, Tenant, at its own sole cost and expense, shall comply with all present and future laws, ordinances, statutes, administrative and judicial orders, rules, regulations and requirements, including, without limitation, the Americans with Disabilities Act (each individually, a “Law,” and collectively, “Laws”) of all Governmental Authorities, foreseen and unforeseen, ordinary as well as extraordinary, applicable to the Property or any part thereof, the appurtenances thereof and, to the extent required by any Laws, the sidewalks, curbs, alleyways and passage-ways, adjoining the Demised Premises, or to the use or manner of use of the Property or the owners, tenants or occupants thereof whether or not any such Laws necessitate structural changes or improvements or interfere with the use or enjoyment of the Property. Tenant shall also procure, pay for and maintain all permits, licenses, approvals and other authorizations (collectively, “Permits,”) necessary for the lawful operation of its business at the Demised Premises and the lawful use and occupancy of the Property in connection therewith.

9.2 Tenant shall, at its own sole cost and expense, observe and comply with all of the obligations of Tenant under the Charter, and shall operate the School in accordance therewith and with all applicable Laws. Tenant shall give immediate written notice to Landlord of any default or breach under the Charter, or of any suspension, termination, amendment or extension thereof. Tenant shall timely make application for extension of the Charter such that the Charter shall remain in full force and effect for the Term.

9.3 Upon Landlord's written consent, Tenant shall have the right to contest by appropriate legal proceedings, conducted in good faith, in the name of Tenant or Landlord or both, the validity or application of any Laws of the nature referred to in Section Section 9.1, and Landlord, in its discretion, may execute and deliver any appropriate papers which may be necessary or proper to permit Tenant so to contest the validity or application of any such Law, subject to the following:

(a) If by the terms of any such Law, compliance therewith pending the prosecution of any such proceedings may legally be delayed without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, and without subjecting the Property or any part thereof to any lien, charge, forfeiture, loss or suspension of operations, and Tenant (i) furnishes security reasonably satisfactory to Landlord against loss or injury by reason of such contest or delay and (ii) diligently and continuously prosecutes the contest to completion, then Tenant may delay compliance therewith until the final determination of any such proceeding.

(b) Tenant agrees that it will indemnify, defend, and hold Landlord harmless against any costs, expenses or liabilities it may sustain by reason of any act or
thing done or omitted to be done by Tenant pursuant to this Section 9.3, up to the limits set forth in NRS 40.035. The limits of NRS 40.035 shall not operate to limit the ability to indemnify, defend, and hold Landlord harmless to the extent of proceeds available through any applicable insurance policy.

9.4 Tenant represents and warrants to Landlord that it has complied with the public meeting requirements applicable to it with respect to all meetings of its board concerning the execution and delivery of this Lease (including public notice), and with all Laws applicable to its operation of the School.

9.5 Tenant covenants and agrees to maintain, for each fiscal year of Tenant commencing with the fiscal year ending June 30, 2017, a Fixed Charge Coverage Ratio of not less than 1.10 to 1.00. In the event of (i) Tenant’s failure to comply with this covenant, or (ii) a default in the payment obligations of the Tenant (without limiting Landlord’s right to exercise other remedies upon the occurrence of any such or other default hereunder), Tenant shall employ promptly a Financial Consultant for purposes of obtaining a report of such firm containing recommendations as to changes in the operating policies of Tenant designed to maintain its Fixed Charge Coverage Ratio at not less than 1.10 to 1.00, and shall follow such recommendations to the full extent practicable until such failure is remedied.

9.6 In addition to the foregoing covenant, Tenant covenants and agrees that it will not undertake any additional material obligation for Fixed Charges unless the Pro Forma Fixed Charge Coverage Ratio is not less than 1.10 to 1.00.

10. Insurance.

10.1 Tenant, at its sole cost and expense, shall throughout the Term procure and maintain:

(a) Comprehensive general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Demised Premises, such insurance to (i) be on the so-called “occurrence” form; (ii) afford immediate protection at the Lease Date to the limit of not less than $2,000,000 per occurrence and $5,000,000 aggregate (including any umbrella coverage); (iii) continue at not less than the said limits until required to be changed by Landlord in writing by reason of changed economic conditions making such protection inadequate; and (iv) cover at least the following hazards: (A) premises and operations; and (B) independent contractors on an “if any” basis;

(b) Workers’ compensation insurance in an amount not less than the statutory requirements and adequate employee’s liability insurance covering all persons employed by Tenant at the Demised Premises;

(c) At all times when Tenant Alterations are being made, Tenant shall have insurance providing the following coverage for its Tenant Alterations (i) owner’s contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned comprehensive general public liability insurance policy; (ii) contractual liability insurance covering the indemnity contained in Section 20.1 hereof; and (iii) builder’s risk completed value coverage (A) for 100% of the contract price, (B) on a nonreporting form,
(C) deleting all co-insurance provisions, (D) against all risks insured against pursuant to Section 10.1(a) hereof with the addition of damage due to faulty materials, workmanship and errors in design, and (E) including permission to occupy the Demised Premises;

(d) Casualty/property damage insurance, all risk, on the Improvements (including flood insurance, if Property is in a designated flood zone) on a replacement cost basis and for an amount not less than the loan amount under any First Mortgage financing (with deductibles as to wind coverage not greater than 5%, and as to other coverages, not greater than $100,000); and

(e) Such other insurance, including auto liability coverage, and in such amounts as may from time to time be reasonably required by Landlord, or the holder of the First Mortgage, if any, against other insurable hazards.

10.2 Reserved.

10.3 In the event of failure of Tenant to maintain such coverages as are determined under this Article 10, Landlord may at its option place such insurance (or as similar thereto as Landlord is able to procure) and the cost thereof, plus interest at the Lease Interest Rate, shall become Additional Rent due hereunder, or terminate this Lease.

10.4 All insurance provided for in this Article 10 shall be effected under valid and enforceable policies, in such forms and, from time to time after the Lease Date, in such amounts as is required hereunder, issued by financially sound and responsible insurance companies having a Best Policyholder Rating of not less than "A-", a financial rating of not less than XI or such higher rating as the holder of the First Mortgage may require, and authorized to do business in the State. On or before one day prior to the Lease Date and not less than 30 calendar days prior to the expiration dates of the policies thenceforth furnished pursuant to this Article, Acord Form 28 certificates of insurance (or substantively comparable certificates) evidencing such policies and payment therefore shall be delivered by the party responsible for obtaining the subject insurance to the other party. In addition, in the event that Landlord conveyed its interest in the Property and this Lease, Tenant shall provide an Acord Form 28 certificate of insurance (or substantively comparable certificates) naming the grantee of such conveyance as an additional insured of the insurance required to be maintained by Tenant pursuant to this Article 10 (excluding workers' compensation insurance); such insurance certificate shall be delivered to Landlord within five (5) business days of its request therefor. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article 10 to be furnished by, or which may be reasonably required to be furnished by, Landlord unless Landlord is included therein as an additional insured, with loss payable to Landlord. Tenant shall immediately notify Landlord of the taking out of any such separate insurance and shall cause the certificates therefor to be delivered as required in this Section 10.4.

10.5 All policies of insurance provided for or contemplated by this Article to be obtained by Tenant shall name Tenant as the insured and, other than workers' compensation insurance, Landlord as an additional insured and loss payee and the holder of the First Mortgage as an additional insured and loss payee, as their respective interests may appear. Such policies of insurance shall, to the extent obtainable, contain clauses or endorsements to the effect that:
(a) No act or negligence of Tenant, or anyone acting for Tenant, which might otherwise result in a forfeiture of such insurance or any part thereof shall in any way affect the validity or enforceability of such insurance insofar as Landlord, or the holder of the First Mortgage are concerned;

(b) Such policies shall not be changed or canceled without at least 30 days’ written notice to Landlord and; if required under the First Mortgage, to the holder thereof; and

(c) Neither Landlord nor the holder of the First Mortgage shall be liable for any premiums thereon or subject to any assessments thereunder.

10.6 All insurance policies required hereunder shall provide for waiver of subrogation as to Landlord.

11. **Damage or Destruction by Fire or Other Casualty.**

11.1 In the event of any damage or loss by fire or other casualty or cause whatsoever (including by title defect) to the Demised Premises or any part or portion thereof during the Term, Tenant shall give immediate Notice thereof to Landlord. If, with respect to any such damage or loss, (a) the period to restore the Demised Premises, as reasonably estimated by Landlord and Tenant, or if Landlord and Tenant are unable to agree, according to the written estimate of a qualified contractor selected by Landlord and reasonably satisfactory to Tenant, exceeds 365 days from the date of the damage, or (b) any such damage or loss occurs during the last year of the Term and the period of time to restore the Demised Premises, as reasonably estimated by Landlord and Tenant, or if Landlord and Tenant are unable to agree, according to the written estimate of a qualified contractor selected by Landlord and reasonably satisfactory to Tenant, exceeds 120 days from the date of the damage, then Landlord or Tenant may elect to terminate this Lease upon notice to the other party within thirty (30) days after the determination of the estimated restoration period. All insurance proceeds (plus any retention or deductible of Tenant, which shall be delivered within 30 days of the event of loss) shall be paid over to Landlord, to be applied to repair and restoration of the Demised Premises if so required hereunder and otherwise applied by Landlord in its sole discretion. In addition, Landlord shall have the right to terminate this Lease upon the occurrence of any damage or loss by fire or other casualty or cause whatsoever (including by title defect) which would require or permit Landlord to prepay in whole any Landlord’s Mortgage financing applicable to the Demised Premises, and all insurance proceeds (plus any retention or deductible of Tenant which shall be delivered to Landlord within 30 days of the event of loss) shall be the delivered to Landlord.

11.2 In the event of any damage or loss by fire or other casualty or cause whatsoever to the Demised Premises for which neither Landlord nor Tenant has the right to terminate this Lease (or, if such right exists, but neither Landlord nor Tenant elects to terminate this Lease), then Landlord shall, but solely from insurance proceeds available under policies or other coverage maintained on the Demised Premises under Article 10 (including self-insured retention or deductible to be paid by Tenant, or repair reserves or other funds or obligations of Tenant, all of which funds shall be timely delivered by Tenant), as soon as reasonably possible, but in any event within sixty (60) days after the settlement of the insurance (or such other sums) with respect to such damage or
loss, commence to rebuild or repair the Demised Premises and shall proceed with reasonable diligence
to restore the Premises to substantially the same condition in which they were immediately prior to
the happening of the casualty (subject to the Laws), except that Landlord shall not be required to
rebuild, repair or replace any part of Tenant’s Personal Property or any Tenant Alterations which
may have been placed by Tenant on the Demised Premises. Notwithstanding any contrary provision
contained herein: (i) in the event the holder of any First Mortgage should require that the insurance
proceeds be used to retire the mortgage debt, or (ii) the insurance or other loss proceeds are materially
inadequate to pay the costs of rebuilding, repairing or replacing the damaged Demised Premises, then
in either case Landlord shall have no obligation to rebuild and this Lease shall terminate upon notice
to Tenant. Any insurance that is carried by Landlord against loss or damage to the Demised Premises
shall be for the sole benefit of Landlord and under its sole control.

11.3 In the event of any damage or loss by fire or other casualty or cause
(including loss of title) to the Demised Premises, unless such damage or loss is the result of the
negligence or intentional tortious conduct of Tenant or Tenant’s employees, agents, contractors or
invitees (excluding Landlord or any Affiliate of Landlord), then during the period from the occurrence
of the damage or loss until the substantial completion of the required rebuilding or repairs, the Fixed
Rent payable by Tenant hereunder shall be equitably reduced by an amount which takes into
account the reduction in useable classroom space (in accordance with all Laws) which materially
and adversely interferes with Tenant’s permitted use of the Demised Premises. The foregoing
shall not apply to the extent that such damage does not render more than 15% of the building space
in the Buildings unusable by Tenant and so long as the number of students allowed to occupy the
Buildings is not diminished.

11.4 Any replacement Improvements to be constructed shall be as nearly as
possible of a size, type and character equal to the damaged or destroyed Improvements, subject to
changes in building codes and other then-current Laws.

11.5 Except as otherwise specifically provided in this Article 11, no destruction
of or damage to the Improvements or any part or item thereof, by fire or other casualty or cause
whatsoever, whether such damage or destruction be partial or total or otherwise, shall entitle or
permit Tenant to surrender or terminate this Lease or shall relieve Tenant from its liability to pay
in full the Fixed Rent and Additional Rent hereunder, or from any of its other obligations under
this Lease.

12. Tenant Alterations.

12.1 Tenant shall have no right at any time to undertake or cause to be made,
Tenant Alterations, except with the Landlord’s express written consent in each case. In no event
shall Tenant make any Tenant Alterations which (i) would preclude or materially increase the costs
of the Phase 2 Facilities (defined in Section 14.3 below), or (ii) add student capacity to the Demised
Premises until completion of the Phase 2 Facilities. Any Tenant Alterations which violate the
terms of the preceding sentence may be removed or demolished by Landlord without compensation
of any kind to Tenant.
12.2 Tenant covenants and agrees that any Tenant Alterations to which Landlord has given its consent will be made in compliance with, and Tenant hereby covenants that it will comply with, each of the following Provisions:

(a) All Tenant Alterations shall be made with reasonable diligence and dispatch (subject to Unavoidable Delays) in a first class manner and with materials and workmanship comparable to the quality of the Improvements existing on the Lease Date;

(b) Tenant shall furnish copies of plans and specifications prepared in connection with any Tenant Alteration to Landlord, which plans and specifications shall be subject to Landlord’s prior approval, which approval shall not be unreasonably withheld or delayed;

(c) Before any Tenant Alterations are begun, Tenant shall procure, at its own sole cost and expense, all necessary Permits from all Governmental Authorities and shall deliver photocopies thereof to Landlord. Upon Tenant’s request, Landlord shall join in the application for such Permits whenever such action is necessary, and Tenant covenants that Landlord will not suffer, sustain or incur any costs, expense or liability by reason thereof;

(d) All Tenant Alterations shall be made in compliance and conformity with all applicable (a) Laws of all Governmental Authorities (including all building and zoning Laws); (b) Permits; and (c) rules, regulations, orders and requirements of Insurance Boards;

(e) In making any Tenant Alterations, Tenant shall not violate the terms or conditions of any insurance policy obtained or required pursuant to the Provisions hereof affecting or relating to the Property or any part thereof, or the terms of any covenants, restrictions or easements affecting the Demised Premises;

(f) Promptly after the completion of any Tenant Alterations, Tenant shall procure, at Tenant’s sole cost and expense, all Permits of Governmental Authorities, if any, for the complete Tenant Alterations as may be required by any applicable Laws of Governmental Authorities, and all Insurance Boards’ approvals, if any, as may be required or customary in connection therewith, and on demand, shall promptly deliver photocopies thereof to Landlord;

(g) Tenant shall pay all costs, expenses and liabilities arising out of, in connection with, or by reason of any Tenant Alterations, and shall keep the Property free and clear of all liens, claims and encumbrances in any way arising out of, in connection with, or by reason of, any Tenant Alterations, subject to the Provisions of Article 13 hereof;

(h) No Tenant Alterations shall create any encroachment upon any easement, street or adjacent premises;

(i) No Tenant Alterations shall be made which would tie in or connect any Improvement with any other building or structure located outside the boundary lines of the Demised Premises without prior written consent, which consent may be granted or withheld in Landlord’s sole and absolute discretion for any reason or no reason;

(j) Unless Tenant Alterations (i) are performed entirely within the enclosed walls of any Improvement then existing on the Demised Premises, or (ii) would not be
reflected on a survey of the Demised Premises, Tenant shall, upon completion thereof, promptly deliver to Landlord a copy of an ALTA “as built” survey of the Demised Premises showing such Tenant Alterations;

(k) No Tenant Alterations shall be made which would render title to the Demised Premises or any part thereof unmarketable, or which would reduce the value of the Property for the uses permitted herein below the value thereof immediately prior to the making of such Tenant Alterations;

(l) Landlord shall not be required to make any contribution to the cost of any Tenant Alterations or any part thereof, and Tenant covenants that Landlord shall not be required to pay any cost, expense or liability arising out of or in connection with or by reason of any Tenant Alterations.; and

(m) Tenant shall at all times comply with NRS Chapter 108 in order to allow Landlord to properly record and effectuate notices of non-responsibility, including, without limitation, NRS 108.2403 and NRS 108.2407.


13.1 Tenant shall not create or permit to be created or to remain, and shall promptly pay and discharge, any lien, encumbrance or charge levied on account of any Imposition or any mechanic’s, contractor’s, subcontractor’s, laborer’s, or materialman’s lien for which Tenant is responsible under this Lease, or any mortgage, deed of trust or otherwise which might or does constitute a lien, encumbrance or charge upon the Property or any part thereof, or the income therefrom, unless the same arises from any act of Landlord, and, other than matters created by Landlord, Tenant will not suffer any other matter or thing whereby the estate, rights and interests of Landlord in the Property or any part thereof might be impaired; provided that any Imposition may, after the same becomes a lien on the Property, be paid or contested in accordance with Article 5 hereof, and any mechanic’s, laborer’s, or materialman’s lien may be discharged in accordance with Section 13.2 hereof.

13.2 If any such mechanic’s, laborer’s or materialman’s lien shall at any time be filed against the Property or any part thereof, other than matters created by Landlord, Tenant, within 30 days after filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within such period then, in addition to any other right or remedy, Landlord may (after so notifying Tenant), but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor, with interest, costs and allowances. In any event, if any suit, action or proceedings shall be brought to foreclose or enforce any such lien (whether or not the prosecution thereof was so compelled by Landlord), Tenant shall, at its own sole cost and expense, promptly pay, satisfy and discharge any final judgment entered therein, in default of which Landlord, at its option, may so. Any and all amounts so paid by Landlord as in this Section provided, and all costs and expenses paid or incurred by Landlord in connection with any or all of
the foregoing matters, including reasonable attorneys’ fees, together with interest thereon at the
Lease Interest Rate from the respective dates of Landlord’s making of such payments, shall be
paid by Tenant to Landlord on demand as Additional Rent hereunder.

13.3 Nothing in this Lease contained shall be deemed or construed in any way as
constituting the consent or request of Landlord, express or implied by inference or otherwise, to
any contractor, subcontractor, laborer, materialman, architect or engineer for the performance of
any labor or the furnishing of any materials or services for or in connection with the Property or
any part thereof. Notice is hereby given that Landlord shall not be liable for any labor or materials
or services furnished or to be furnished to Tenant upon credit, and that no mechanic’s or other lien
for any such labor, materials or services shall attach to or affect the fee or reversionary or other
estate or interest of Landlord in the Property or in this Lease. At Landlord’s request, Tenant shall
execute a written instrument to be recorded for the purpose of providing notice of the existence of the
provisions of the preceding sentence, and take all such other actions as may be necessary to effectuate
the foregoing in accordance with Nevada law.

14. **Condition of and Title to Property.**

14.1 Subject to the provisions of this Article 14, Landlord hereby covenants to
improve the Demised Premises with the facilities substantially as shown in the plans and
specifications listed on **Schedule F** attached hereto, including all approved revisions or
modification (the “Plans”), and in accordance with all applicable laws, regulations and rules of
governmental entities having jurisdiction thereover. Such Improvements shall be completed in
tenantable condition (certificate of occupancy or temporary certificate of occupancy issued, and
punch list items excepted) on or before August 25, 2016, subject to force majeure events. In the
event that Landlord is unable to deliver the first phase of the Improvements in tenantable condition
by such date, Landlord shall give written notice thereof to Tenant not later than July 25, 2016.
Tenant’s sole remedy for delay by Landlord beyond August 31, 2016, subject to force majeure
events, shall be the right to defer commencement of the date on which Rent shall begin to accrue;
provided however if occupancy of the first phase of the Improvements is not provided by
September 30, 2016, then Tenant’s sole additional remedy shall be to terminate this Lease.
Notwithstanding the foregoing, the gymnasium building constituting a portion of the
Improvements, is not required to be delivered in tenantable condition prior to January 31, 2017.
In addition, upon written request of Tenant delivered to Landlord not less than one hundred fifty
(150) days prior to the date on which the same is requested to be completed, Landlord hereby
covenants to complete the Capacity Enhancements at its sole cost and expense, subject to the terms of
that certain Mutual Access Easement Agreement, between Landlord and Central Christian
Church, a Nevada nonprofit corporation (“Church”), dated as of January 12, 2016 and recorded as
Instrument Number 20160121-0000334, in the public records of Clark County, Nevada (as
amended, the “Easement Agreement”), at the sole cost and expense of Landlord, providing access
for construction, for shared use of the parking lot to be constructed on a portion of the property
owned by the Church. In such event, the Landlord’s costs of insurance, indemnity expenses, and
maintenance and repair expenses associated with the Easement Agreement and associated
pedestrian ways shall be reimbursed by Tenant as Additional Rent.

14.2 Landlord shall assign all contractor or materialman warranties with respect
to such Improvements to Tenant, subject to Landlord’s rights to enforce such warranties on its own
behalf as to repair or replacement obligations of Landlord under this Lease or in the event of a failure by Tenant to discharge its repair or replacement obligations under this Lease. Tenant acknowledges and agrees that except as otherwise expressly set forth in this Lease, no representations, statements, or warranties, express or implied, as to merchantability, fitness for a particular purpose or use, or otherwise, have been made by or on behalf of Landlord in respect of the Demised Premises, the status of title, physical condition, income, profit potential or expenses of operation thereof, the zoning or other Laws, regulations, rules and orders applicable thereto, Impositions, or of any other matter or thing affecting or relating to the Property, and that Tenant has relied on no such representations, statements or warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY TENANT OF THE PROPERTY, OR ANY PORTION THEREOF. TENANT ACKNOWLEDGES THAT LANDLORD IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT TENANT IS LEASING THE PROPERTY AS IS. Landlord hereby assigns all of the manufacturers’ and contractors’ warranties related to the Improvements to Tenant, without representation or warranty; provided that the foregoing assignment shall not apply as to any warranties applicable to those elements of the Improvements as to which Landlord retains an obligation for maintenance or repair under this Lease, or to the extent that such assignment would void or terminate a particular warranty.

14.3 Landlord and Tenant acknowledge and agree that it is the intent of the parties that the School enrollment increase over time, and that to accommodate such growth (in addition to the growth in enrollment provided by the Capacity Enhancements), Tenant may need, and Landlord may provide, an additional classroom wing on the Demised Premises for up to an additional 400 students (the “Phase 2 Facilities”). In the event that enrollment demand exceeds the capacity of the Buildings (taking into account the Capacity Enhancements, whether then constructed or not), the parties shall negotiate in good faith the provision of the Phase 2 Facilities, including delivery schedule, capacity, associated rent, revisions to the purchase option provided in Section 45 of this Lease, and related terms and conditions of this Lease.

15. **Entry on Property by Landlord.**

15.1 Tenant shall permit Landlord and its authorized representatives and designees to enter the Property at all reasonable times upon reasonable prior notice for the purposes of (a) completing improvements in accordance with the Plans and the Capacity Enhancements, (b) completing the Phase 2 Facilities in the event that the parties agree thereto, (c) inspecting the Property, and (d) making any Repairs thereto and performing any work therein that may be necessary by reason of Tenant’s failure to perform the same for five (5) days after Notice from Landlord (or without Notice in case of emergency). Nothing herein contained shall be construed as imposing any duty upon Landlord to do any work not otherwise required by the terms of this Lease. The performance thereof by Landlord shall not constitute a waiver of Tenant’s default in failing to perform the same, and Landlord shall have the right to receive reimbursement in respect thereof as provided in Article 27.
15.2 Landlord may, during the progress of any work at the Demised Premises performed or caused to be performed by it in accordance with this Article, keep and store thereon all necessary materials, tools, supplies and equipment. Landlord shall not be liable for reasonable inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of the making of Repairs pursuant to Section 15.1 or the performance of any such work, or on account of bringing materials, tools, supplies and equipment into or through the Demised Premises during the course thereof, except due to its gross negligence or willful misconduct, and the obligations of Tenant under this Lease shall not be affected thereby. In making any Repairs pursuant to Section 15.1 or doing any such work, Landlord shall proceed with such work so as to avoid to the extent possible unreasonable inconvenience to Tenant, including dangerous or unsafe conditions for Tenant, staff, faculty and students.

15.3 Landlord and its designees shall have the right to enter the Demised Premises at all reasonable times during usual business hours upon reasonable prior notice for the purpose of showing the Property to prospective purchasers and mortgagees and, during the last two (2) years of the Term or following any Event of Default by Tenant for so long as such default remains uncured or if Tenant has vacated the Demised Premises for more than thirty (30) days, to prospective tenants.

15.4 In exercising its right of entry pursuant to this Article 15, Landlord shall use commercially reasonable efforts to minimize any disruption of Tenant’s business operations at the Demised Premises.

16. **Condemnation.**

16.1 If at any time during the Term hereof all or a material portion (as defined in Section 16.7 hereof) of the Demised Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement in lieu of condemnation between Landlord and those authorized to exercise such right (a) the obligations of Tenant to comply with the Provisions of this Lease which are unaffected by such taking shall continue unimpaired until the date of the taking; (b) this Lease and the Term shall Expire on the date of such taking; (c) the Fixed Rent and all Additional Rent hereunder shall be apportioned and paid to the date of such taking; and (d) the entire award received (exclusive of the award that Tenant is entitled to by virtue of the taking pursuant to Section 16.6) shall be paid to Landlord.

16.2 If at any time during the Term (a) less than a material portion of the Demised Premises shall be taken, or (b) if any appurtenances to the Demised Premises or any areas outside the boundaries of the Demised Premises or rights in, under or above the streets adjoining the Demised Premises, or the rights and benefits of light, air or access from or to such streets, shall be so taken, or the grade of any such streets shall be changed (each a “Partial Taking”), except as provided in Section 16.3 below, this Lease shall continue in full force and effect without reduction, abatement or effect of any nature whatsoever upon the Term or the liability of Tenant to pay in full the Fixed Rent or any Additional Rent hereunder. Tenant shall give prompt Notice of any Partial Taking to Landlord and Landlord shall proceed, with reasonable diligence, and to the full extent of the award for such Partial Taking, to perform any necessary repairs and restorations (subject to the Laws), including any necessary alterations (collectively, “Restoration”). All awards
payable as a result of any such Partial Taking (exclusive of any award made directly to Tenant for any taking of Tenant’s Personal Property or otherwise pursuant to Section 16.6) shall be paid to Landlord.

16.3 In the case of any Partial Taking, the Fixed Rent payable by Tenant hereunder shall be equitably reduced by an amount which takes into account the actual amount of the Improvements taken, any other part of the Demised Premises or any other right, privilege or easement appurtenant to the Demised Premises taken which materially and adversely interferes with Tenant’s permitted use of the Demised Premises. The foregoing shall not apply to the extent that such taking does not render more than 15% of the building space in the Buildings unusable by Tenant or so long as the number of students allowed to occupy the Buildings is not diminished.

16.4 If the temporary use of the whole or any part of the Demised Premises shall be taken at any time during the Term for any public or quasi-public purpose by any lawful power or authority or by the exercise of the right of condemnation or eminent domain or by agreement in lieu of condemnation between Tenant and those authorized to exercise such right, the Term shall not be affected in any way, and Tenant’s obligations for the payment of Fixed Rent and Additional Rent hereunder shall continue unabated, and, subject to the other Provisions of this Section, Tenant shall be entitled to receive any award or payment for such use. If such award or payment made for such use is paid in a lump sum, such award shall be paid to Landlord, and after deducting an amount equal to the present value (computed on the basis of a discount equal to the current yield of United States Government securities having a term as near as possible to the period of such temporary taking) of the Fixed Rent and Additional Rent due or which will become due during the period covered by such lump-sum award (it being agreed that the amount of such lump sum award retained by Landlord shall be deemed to satisfy Tenant’s Fixed Rent and Additional Rent obligation for such period), Landlord shall remit the balance to Tenant except to the extent allocable to a period subsequent to the Expiration of this Lease. In the event that such taking, condemnation or use is for the balance of the Term of this Lease and is for all or a material portion of the Demised Premises, the provisions of Section 16.1 shall apply. If and to the extent that the amount of any Additional Rent for such period is not ascertained or ascertainable as at the date of the payment of such lump-sum award, Landlord shall estimate the amount thereof, subject to adjustment at such time as the amount thereof is ascertained. If such taking results in changes or alterations in the Demised Premises which would necessitate an expenditure, after repossession, to repair the Demised Premises to their former condition, and such award or payment includes an amount to compensate for such expenditure and is made prior to the Expiration of this Lease, then the amount of such award or payment specified as compensation for the expenses of such repair shall be paid to Landlord. If possession of the Demised Premises shall revert to Tenant prior to the Expiration of this Lease, Tenant shall, at its sole cost and expense, repair the Demised Premises so that the Demised Premises in every material respect shall, upon completion of such repair, be the same as though no such taking had occurred, and when Landlord shall have received evidence satisfactory to it that such repair has been completed and paid for, the portion of such award or payment deposited with and held by Landlord for such purpose shall be paid over to Tenant. If Tenant shall not so repair the Demised Premises, the sum so deposited with Landlord shall be paid to Landlord to be applied by Landlord toward Landlord’s damages occasioned by such default.

16.5 If, for the purposes of Sections 16.1, 16.2 and 16.4 hereof, Landlord or Tenant shall dispute whether there has been a taking of all or a material portion of the Demised
Premises, either party may submit the matter to binding appraisal by Notice to that effect to the other party and shall in such Notice appoint an MAI Appraiser who has been a member of The American Institute of Real Estate Appraisers for not less than ten (10) years and has performed appraisals of net leased commercial properties in the State throughout that period (an "Appraiser") who shall have had experience in appraising commercial properties for financial institutions, as Appraiser on its behalf. Within twenty (20) days thereafter, the other party shall by Notice to the first party appoint a second disinterested Appraiser on its behalf. If the two Appraisers thus appointed cannot reach agreement on the question presented on the basis aforesaid within 45 days after the appointment of the second Appraiser, then the Appraisers thus appointed shall appoint a third disinterested Appraiser possessing all of the other aforesaid qualifications, and such third Appraiser shall alone as promptly as possible determine the question presented, provided that:

(a) If the second Appraiser shall not have been appointed as aforesaid, the first Appraiser shall alone proceed to determine such matter; and

(b) If the two Appraisers appointed by the parties shall be unable to agree, within 45 days after the appointment of the second Appraiser, either on the question presented or on the appointment of a third Appraiser, they or either of them shall give Notice of such failure to agree to the parties, and, if the parties fail to agree upon the selection of such third Appraiser within 15 days after the Appraisers appointed by the parties have given such Notice, then within 30 days thereafter either of the parties, upon Notice to the other party, may request such appointment by the American Arbitration Association (or any successor thereto) in the State or on its failure, refusal or inability to act, may apply for such appointment to a court of competent jurisdiction.

(c) The determination made as above provided shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The Appraiser(s) chosen by the parties appointed as above provided shall give Notice to the parties stating their or his determination, and shall furnish to each party a signed copy of such determination.

(d) Each party shall pay the fees and expenses of the Appraiser appointed by such party and one-half of the other expenses of the appraisal properly incurred hereunder.

16.6 Subject to the provisions of Section 16.4, as applicable, Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking of the Demised Premises; provided, however, that Tenant shall have the right to make a separate claim with the condemning authority for (a) any moving expenses incurred by Tenant as a result of such taking, (b) any costs incurred and paid by Tenant in connection with any Tenant’s Alterations, (c) the value of any of Tenant’s Personal Property taken, and (d) any other separate claim which Tenant may be permitted to make, provided that any claim under this Section 16.6 shall not reduce or adversely affect the amount of Landlord’s award.

16.7 As used in this Article 16, a taking of all or a material portion of the Demised Premises shall mean a taking: (a) of 16% or more of the net classroom area of the Buildings on the Demised Premises; or (b) which renders unavailable access to the Demised
Premises, and access reasonably necessary for Tenant’s operations cannot be restored; or (c) which otherwise renders the continued operation of the remainder of the Property not economically feasible as determined by Landlord in its reasonable discretion; provided, however, that an election to treat a taking as a taking of all or a material portion of the Demised Premises, as hereinabove provided, shall be made by Notice to the other party given within 45 days after the taking. Any dispute as to whether there has been a Partial Taking or a taking of all or a material portion of the Demised Premises shall be submitted to arbitration and appraisal in accordance with Section 16.5 hereof.

17. Memorandum of Lease. Concurrently with the execution hereof, Landlord and Tenant are executing and acknowledging a Short Form Lease Agreement, in form annexed as Schedule C, which shall be recorded in the appropriate public land records. Upon the Expiration of this Lease, Tenant shall promptly execute, acknowledge, and deliver to Landlord a document in recordable form acknowledging and confirming that this Lease is expired and/or terminated.

18. Estoppel Certificates; Counsel Opinion.

18.1 Tenant agrees at any time and from time to time, upon request from Landlord or the holder of any Landlord’s mortgage, to execute, acknowledge and deliver, without charge, to Landlord or to any Person designated by Landlord or the holder of any Landlord’s Mortgage, a statement in writing certifying that: (a) this Lease is unmodified (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof); (b) Tenant has not received any Notice of default or Notice of termination of this Lease (or if Tenant has received such a Notice, that it has been revoked, if such be the case); (c) to Tenant’s knowledge, that no Event of Default exists hereunder (or if any such Event of Default does exist, specifying the same and stating that the same has been cured, if such be the case); (d) that Tenant has no claims or offsets against Landlord hereunder (or if Tenant has any such claims or offsets, specifying the same); (e) the dates to which Fixed Rent and Additional Rent payable by Tenant hereunder have been paid; and (f) such other information as may be reasonably requested by Landlord or the holders of any Landlord’s mortgage and can be supplied by Tenant without unreasonable expense. Failure to timely deliver the foregoing estoppel certificate shall constitute an Event of Default under this Lease. Tenant also agrees at any time and from time to time, upon request from Landlord or the holder of any Landlord’s mortgage, to deliver, without charge, to Landlord or to any Person designated by Landlord or the holder of any Landlord’s mortgage, a Tenant’s Counsel Opinion.

18.2 Landlord agrees at any time and from time to time, upon not less than fifteen (15) days’ Notice by Tenant, to execute, acknowledge and deliver, without charge, to Tenant, or to any Person designated by Tenant, a statement in writing certifying that: (a) this Lease is unmodified (or if there be modifications, identifying the same by the date thereof and specifying the nature thereof); (b) that no Notice of default or Notice of termination of this Lease has been served on Tenant (or if Landlord has served such Notice, that the same has been revoked, if such be the case); (c) that to Landlord’s knowledge, no Event of Default exists under this Lease (or if any such Event of Default does exist, specifying the same); and (d) the dates to which Fixed Rent and Additional Rent have been paid by Tenant.
19. **Assignment and Subletting.**

19.1 Tenant shall not assign or transfer this Lease or any interest therein or sublease or grant any license, concession or other right of occupancy of the Property or any portion thereof or otherwise permit the use of the Property or any portion thereof by any party other than Tenant (any of which events is hereinafter called a “Transfer”) without the prior written consent of Landlord.

   (a) In addition, except as set forth herein, Tenant shall not encumber, mortgage, assign or collaterally assign its interest in this Lease or the Property or any portion thereof as security for any loan, obligation or liability of Tenant or any Affiliate of Tenant without Landlord’s prior written consent, which consent may be granted or withheld in Landlord’s sole and absolute discretion for any reason or no reason.

   (b) Any attempted Transfer in violation of the terms of this Article shall, at Landlord’s option, be void. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord’s rights as to any subsequent Transfers.

   (c) In the event Landlord consents to any such Transfer, the documentation effecting the Transfer shall be in a form reasonably acceptable to Landlord, including but not limited to, a written agreement satisfactory to Landlord wherein the transferee assumes and agrees to be bound by all of the terms and conditions of this Lease, if an assignment, and if a sublease (which term shall include any grant of right of occupancy other than an assignment), an acknowledgement that such sublease is subject and subordinate to the terms and conditions of this Lease applicable to the portion of the Demised Premises being sublet, and Tenant shall bear all third party out-of-pocket costs and expenses incurred and paid by Landlord in connection with the review and approval of such documentation including reasonable attorneys’ fees and expenses.

19.2 In addition to any other rights Landlord may have in connection with an Event of Default by Tenant hereunder which has not been cured prior to the expiration of applicable cure periods, Landlord shall have the right to contact any transferee and require that all payments made pursuant to the Transfer shall be made directly to Landlord up to the amount then due and payable by Tenant under the Lease.

19.3 If Tenant is a corporation and if at any time during the Term the Person or Persons who own a majority of the voting shares at the time of the execution of this Lease cease for any reason, including, but not limited to, merger, consolidation or other reorganization involving another corporation, to own a majority of such shares, or if Tenant is a partnership or limited liability company and if at any time during the Term the partner(s) or member(s) who own a majority of the partnership interests in the partnership or membership interests in the limited liability company at the time of the execution (or, in the case of a permitted assignee, assumption) of this Lease, cease for any reason to own a majority of such interests [except as the result of transfers by gift, bequest or inheritance to or for the benefit of members of the immediate family of such original shareholder(s) or partner(s) or member(s)], such an event shall be deemed to be a Transfer. The preceding sentence shall not apply whenever either Tenant is a corporation, the outstanding stock of which is listed on a recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another corporation, the voting stock of which is so listed.
19.4 Any Transfer (regardless of whether the consent of Landlord is required) shall be only for the permitted use pursuant to Section 6.1 and for no other purpose, and in no event shall any Transfer release or relieve Tenant or any guarantor or surety of Tenant’s obligations under this Lease from any obligations under this Lease.

20. **Indemnification; Subrogation.**

20.1 Tenant shall indemnify, defend, and save Landlord harmless from and against, and promptly upon demand shall reimburse Landlord for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, in contract or otherwise, including reasonable architects’ and attorneys’ fees and costs, which may be imposed upon or incurred or paid by or asserted against Landlord or Landlord’s interest in the Property by reason of or in connection with any of the following occurring during the Term of this Lease:

(a) The completion of any Tenant Alterations and anything done in, on or about the Property or any part thereof in connection therewith;

(b) The use, non-use, possession, occupation, condition, operation, maintenance or management of the Property, or any part thereof, or, to the extent that Tenant is legally responsible therefor, any street, alley, sidewalk, curb, passageway or space adjacent thereto;

(c) Any negligent or tortious act on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees, to the extent of insurance coverage and thereafter up to the limits set forth in NRS 41.035;

(d) Any accident, injury, death or damage to any Person or property occurring in, or about the Property or, to the extent that Tenant is legally responsible therefor, any part thereof of any street, alley, sidewalk, curb, passageway or space adjacent thereto, to the extent of insurance coverage and thereafter up to the limits set forth in NRS 41.035;

(e) Any failure on the part of Tenant to perform or comply with any of the Provisions contained in this Lease on its part to be performed or complied with; and

(f) Any violation of the Permitted Encumbrances by Tenant, its officers, employees or agents.

20.2 Nothing contained in Section 20.1 shall be deemed to require Tenant to indemnify Landlord for any acts or omissions of Landlord, its agents, contractors, servants, employees, licensees or invitees or breach of this Lease by Landlord except to the extent covered by Tenant’s insurance obligations under Section 10.

20.3 In case any action or proceeding is brought against Landlord by reason of any claim referred to in this Section 20, Tenant, upon Notice from Landlord, shall, at Tenant’s expense, resist or defend such action or proceeding, in Landlord’s name, if necessary, by counsel for the insurance company, if such claim is covered by insurance, otherwise by counsel approved
by Landlord, which approval shall not be unreasonably withheld or delayed. Landlord agrees to
give Tenant prompt Notice of any such claim or proceeding.

20.4 The Provisions of this Section 20 shall not in any way be affected by the
absence in any case of any covering insurance or by the failure or refusal of any insurance company
to perform any obligation on its part. If any provision of this Lease requires that either Landlord
or Tenant provide indemnification to the other with respect to any claim or liability identified
therein, the indemnified party shall promptly give Notice of any such claim or liability to the
indemnifying party and said indemnifying party shall have the right to participate in the
prosecution and/or settlement of any such claim or liability.

20.5 Notwithstanding any contrary provision contained in this Lease, Landlord
and Tenant hereby, on behalf of themselves, their respective agents, employees, invitees,
successors, assigns, and subrogees, each waive and release all liability against the other for any
claims, losses or damages relating to property and caused by fire or other insurable property peril
that may have been caused by the fault or neglect of the other party or anyone for whom the other
party may be legally responsible, to the extent insured by either party hereunder or required to be
insured by the claimant party to this Lease, and accordingly do hereby release each other from any
and all liabilities and responsibilities and all rights of action against the other or owing to the other
or anyone else claiming through or under or by way of subrogation or otherwise, for any loss or
damage to property caused by fire or property peril to the extent insured by either party hereunder
or required to be insured by the claimant party to this Lease, that may have been caused by the
fault or neglect of the other party or anyone for whom the other party may be legally responsible.
To the extent of any deductibles carried by either party with respect to any insurance coverage
obtained, the foregoing waivers of liability and of subrogation shall be operative to the same extent
as if third party insurance (with appropriate clauses permitting a waiver of subrogation or liability)
had been provided. Landlord and Tenant agree, further, that the “all-risk” policies, and other
insurance covering the Premises or the contents, furniture, fixtures, inventory, equipment and
improvements therein shall contain a waiver of subrogation in favor of the other party and a clause
or endorsement providing in substance that the insurance shall not be prejudiced if the insureds
have waived right of recovery from any person or persons prior to the date and time of loss or
damage, if any.

20.6 Tenant shall carry and maintain the insurance coverages required hereunder,
 naming Landlord as an additional insured; notwithstanding the foregoing, and the potential or
actual recovery by Tenant or Landlord under such policies of insurance, Tenant does not waive
the liability limitations set forth in NRS 41.035.


21.1 The following shall constitute events of default ("Events of Default")
hereunder:

(a) If default shall be made in the due and punctual payment to Landlord
of any installment of Fixed Rent payable under this Lease when and as the same shall have become
due and payable, and the same remains uncured for a period ending on the fifth day after such due
date; or
(b) If default shall be made in the due and punctual payment of any Additional Rent payable by Tenant under this Lease when and as the same shall become due and payable, or if default shall be made in the delivery of any Tenant Deliveries when due, and the same remains uncured for a period ending on the fifth day after such due date; or

(c) If (i) the Demised Premises shall be abandoned by Tenant and Tenant shall fail to make adequate arrangements for the maintenance and security of the Property during the period Tenant is not occupying the Demised Premises or (ii) if default shall be made by Tenant in the performance of or compliance with any of the provisions contained in this Lease other than those referred to in the foregoing subsections 21.1(a) or 21.1(b), or if any representation or warranty of Tenant contained herein is untrue as of the date made, and either such default shall continue for a period of 30 days after Notice thereof from Landlord to Tenant, or, in the case of a default or a contingency which is susceptible of being cured but which cannot with due diligence be cured within such period of 30 days, Tenant fails to commence with all due diligence within such period of 30 days to cure the same and thereafter to continuously prosecute the curing of such default with all due diligence [it being intended that in connection with a default susceptible of being cured but which cannot with due diligence be cured within such period of 30 days that the time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the curing thereof continuously and with all due diligence but in no event to exceed 120 days in the aggregate]; or

(d) Subject to the Provisions of Section 21.3 hereof, if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any present or future Federal Bankruptcy Code or any other present or future applicable Law (“Bankruptcy Law”) that is not discontinued or otherwise vacated within 90 days, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as the same become due (collectively, “Acts of Bankruptcy”); or

(e) Subject to the Provisions of Section 21.3 hereof, if within 90 days after the commencement of any proceedings against Tenant seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any Bankruptcy Law, such proceedings shall not have been dismissed, or if, within 90 days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of Tenant, or of all or any substantial part of its properties or the Property (other than a result of Landlord’s acts unrelated to the enforcement of Landlord’s rights under this Lease), such appointment shall not have been vacated or stayed on appeal or otherwise, or within 90 days after the expiration of any such stay such appointment shall not have been vacated, or if within 60 days, an execution, warrant, attachment, garnishment levied or fixed against the Property, or any part thereof, or against Tenant (other than as a result of Landlord’s acts unrelated to the enforcement of Landlord’s rights under this Lease), shall not be bonded, vacated or discharged (each of such events also being an “Act of Bankruptcy”); or
(f) If Tenant shall fail at any time to obtain and keep in full force and effect any insurance required under this Lease on the terms and conditions set forth herein, whether or not Landlord gives notice of such failure to Tenant; or

(g) If there is any default under the Charter or the Charter fails to be in full force and effect for any reason.

21.2 Upon the occurrence of any Event of Default, Landlord at any time thereafter (but prior to the curing of such Event of Default) may give Notice to Tenant stating that this Lease and the Term shall have terminated and expired, and on the date of such Notice this Lease and the Term shall expire with the same force and effect as though the date so specified were the date herein originally fixed as the Expiration Date of the Term, but Tenant shall remain liable as hereinafter provided.

21.3 No Act of Bankruptcy of Tenant set forth in subsection 21.1(d) or 21.1(e) occurring or taken by or against Tenant shall be grounds for an Event of Default pursuant to this Article unless the same shall be taken or brought by or against the Person which then is the owner of the interests of tenant under this Lease.

21.4 Upon any Expiration of this Lease or upon re-entry by Landlord hereunder, Tenant shall quit and peaceably surrender the Property. Landlord, in addition to all other remedies herein reserved to it, upon or at any time after such Expiration or re-entry, may, without further Notice, enter upon and re-enter the Demised Premises and possess and repossess itself thereof by summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and all other Persons and property from the Property, and may have, hold and enjoy the Property and the right to receive all income of and from the same.

21.5 At any time or from time to time after any such Expiration or re-entry by Landlord hereunder, or otherwise, Landlord may relet the Property or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions (which may include concessions, free rent and alterations) as Landlord, in its reasonable discretion, may determine, and may collect and receive the rent therefor. Tenant agrees to pay Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination of the Lease, whether through inability to relet the Property on satisfactory terms or otherwise, including all costs of such reletting and any deficiency that may arise by reason of any reletting or failure to relet.

21.6 No Expiration of this Lease or re-entry by Landlord hereunder shall relieve Tenant of its liability under this Lease, and such liability shall survive any such Expiration or re-entry. In the event of any such Expiration or re-entry, whether or not the Property or any part thereof shall have been relet, Tenant shall pay Landlord the Fixed Rent and Additional Rent to be paid by Tenant up to the time of such Expiration of this Lease, and thereafter Tenant, until the end of what would have been the Term in the absence of such Expiration or re-entry, shall be liable to Landlord for, and shall pay Landlord, as and for liquidated and agreed current damages for Tenant’s default, (a) the equivalent of the amount of Fixed Rent and Additional Rent which would be payable under this Lease by Tenant if this Lease were still in effect, less the proceeds, if any,
of any reletting effectuated pursuant to the Provisions of Section 21.5 hereof, and (b) an amount equal to all of Landlord's actual expenses in connection with such reletting, including, but not limited to, brokerage commissions, attorneys' fees, the cost of cleaning, renovation, repair and alteration of the Demised Premises, advertisements, marketing, the cost of caring for the Property while vacant, free rent and other concessions to a new tenant. Tenant shall pay the damages provided for in subdivision (a) above ("Deficiency") to Landlord monthly on the days on which Fixed Rent would have been payable under this Lease if this Lease were still in effect (provided that Landlord has given Tenant reasonable advance notice of the amount of the Deficiency then due), and Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise or shall have the right to accumulate monthly Deficiencies and sue to recover the same from time to time as Landlord may determine. Tenant shall pay to Landlord the damages provided for in subdivision (b) above on demand. At any time after such Expiration, whether or not Landlord shall have collected any monthly Deficiency as aforesaid, Landlord, at Landlord's election, shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present worth of the excess of the Fixed Rent reserved under this Lease from the date of such Expiration over the fair and reasonable rental value of the Property for what would be the then unexpired portion of the Term if the same had remained in effect (less any Fixed Rent paid by Tenant for the period after the Expiration Date), said present worth to be computed on the basis of a discount equal to the current yield of United States Government securities having a term as near as possible to the amount of time remaining on the Term of this Lease and on a net lease basis. For the purposes of this Section 21.6, to the extent the Fixed Rent for the unexpired portion of the Term cannot be ascertained with certainty, the highest annual Fixed Rent in effect during the three (3) most recently ended Lease Years or, if fewer than three (3) Lease Years shall have elapsed since the Lease Date, then during all prior Lease Years, or portions thereof, which have so elapsed.

21.7 Landlord and Tenant each agrees that it will refrain from exercising any legal or equitable remedy available to it until the expiration of the applicable cure periods set out herein. All notice and cure periods set forth in this Article 21 shall run concurrent with any and all statutory notice and/or cure periods.

21.8 No failure by either party to insist upon the strict performance of any Provision of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any breach, shall constitute a waiver of any such breach or such Provision. No Provision of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every Provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

21.9 Except as may be otherwise provided in this Lease, in the event of any breach or if Landlord has knowledge of a threatened breach by Tenant of any of the Provisions of this Lease, Landlord shall be entitled to enjoin such breach or threatened breach.

21.10 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity and, subject to the provisions of Section 21.7, the
exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity. Each right and remedy of Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity and, subject to the provisions of Section 21.7, the exercise or beginning of the exercise by Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by Tenant of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity. Notwithstanding the foregoing, in no event shall Tenant have the right or remedy of termination of this Lease, unless the same is expressly provided elsewhere herein, but shall have its other remedies available at Law or hereunder.

21.11 Landlord shall not be deemed to be in default under this Lease unless (a) Tenant has given Notice to Landlord specifying the default claimed, and (b) Landlord has failed for 30 days (or for such longer period as may be required with the exercise of due diligence) to cure such default, if curable, or to institute and diligently pursue reasonable corrective or ameliorative efforts towards a non-curable default. In the event Landlord shall fail to repair any damage or perform any other acts for which Landlord is responsible under this Lease and has had prior notice of such obligation and Tenant’s intention to perform the same, or in the event Landlord’s default results in an emergency or life threatening condition and such default is not promptly cured after notice from Tenant of such default and Tenant’s intention to cure the same, Tenant shall have the right to perform such obligation and to receive reimbursement from Landlord of the reasonable costs associated therewith, plus interest at the Lease Interest Rate, within thirty (30) days after delivery to Landlord of invoices supporting such reimbursement claim.

21.12 In the event that either Landlord or Tenant commences a suit for the collection of any amounts for which the other may be in default or for the performance of any other covenant or agreement hereunder, the prevailing party, as determined by the court having jurisdiction over the suit, shall be entitled to recover its reasonable costs and expenses, including, but not limited to, all attorneys’ fees and expenses incurred in enforcing such obligations and/or collecting such amounts, as determined by such court.

21.13 In addition to its other rights hereunder, in the event of a default hereunder by Tenant, Landlord shall have the right to engage a financial advisor to review the books, records, operating procedures, staffing, management and all other aspects of Tenant, and Tenant shall permit such financial advisor full access (to the extent permitted by law) to its books, records, facilities and personnel, and to the extent permitted by Law, Tenant shall comply with the recommendations of such financial advisor to effect improvement to Tenant’s business and financial condition. Failure by Tenant to comply with the requirements of this paragraph shall constitute an Event of Default hereunder.

21.14 Notwithstanding anything to the contrary contained herein, enforcement of the obligations of Tenant hereunder, whether or not as a result of an event of default, shall be limited to recourse to the assets (funds and any other tangible or intangible assets) of the Tenant,
and there shall be no personal liability of any member of the board or other governing body of the Tenant, or any deficiency judgment against the Tenant, except for sums due hereunder as a result of the willful misconduct of Tenant (or, as to a member of its board or governing body, the willful misconduct of such member).

22. **Representations and Warranties of Tenant and Landlord.**

Tenant represents and warrants to Landlord, which representations and warranties shall be deemed to be continuing throughout the Term:

(a) **Organization and Power.** Tenant is a governmental entity, and is duly organized and validly existing, under the laws of the State, and has all requisite power and authority and all necessary licenses and permits to own, lease and operate its properties and to carry on its business as it is now being conducted and as it is presently proposed to be conducted. Tenant has all requisite power and authority and all necessary licenses and permits to own, lease and operate its properties and to carry on its business as it is now being conducted and as it is presently proposed to be conducted.

(b) **Pending Litigation and Taxes.** Except as otherwise disclosed to Landlord, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Tenant, after making due inquiry with respect thereto, threatened against or affecting Tenant in any court or by or before any governmental authority or arbitration board or tribunal, which involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Tenant, or the ability of Tenant to perform its obligations under this Lease, or which, in any way, would adversely affect the validity or enforceability of any agreement or instrument to which Tenant is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby, nor is Tenant aware of any facts or circumstances presently existing which would form the basis for any such actions, suits, or proceedings. Tenant is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Tenant have been duly filed, and all taxes, assessments, and other governmental charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Tenant in good faith, have been paid or adequate reserves have been made for the payment thereof.

(c) **Agreements Are Authorized.** The execution and delivery by Tenant of this Lease, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of Tenant, (ii) do not conflict with or constitute on the part of Tenant a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (except as set forth herein) upon any property of Tenant under the provisions of any bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Tenant is a party or by which Tenant or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or
demand of any court or governmental agency or body having jurisdiction over Tenant, or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Tenant. This Lease is the valid, legal, binding, and enforceable obligation of Tenant, subject to the customary exceptions for bankruptcy and the application of equitable remedies. The officers of Tenant executing this Lease are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of Tenant.

(d) Governmental Consents. Neither Tenant nor any of its business or properties, nor any relationship between Tenant and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Tenant of its obligations under this Lease is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of Tenant in connection with the execution, delivery, and performance of this Lease, consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, other than the filing of financing statements or instruments effective as financing statements perfecting the security interests created by hereby.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or which, with the lapse of time or with the giving of notice or both, would become an Event of Default. Tenant is not in default or violation in any material respect under the Charter, its charter documents, or other agreement or instrument to which it is a party or by which it may be bound. The Charter is in full force and effect and to the best of Tenant’s knowledge, there are no grounds for termination prior to expiration of its term.

(f) Compliance with Law. Tenant is not in violation of any laws, ordinances, or governmental rules or regulations to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, and conditions (financial or otherwise) of Tenant.

(g) Restrictions on Tenant. Except as otherwise disclosed to Landlord, Tenant is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its business, properties, assets, operations, or condition (financial or otherwise).

(h) Tax-Exempt Organization. As of the date of this Lease, (i) Tenant is a governmental entity under the laws of Nevada (N.R.S. 361.096) and is exempt from taxation under the Internal Revenue Code of 1986 (a “Tax-Exempt Organization”), (ii) such status as a Tax-Exempt Organization has not been adversely modified, limited, or revoked, and (iii) the facts and circumstances which formed the basis for the status of Tenant have not materially changed, and substantially exist for Tenant. Tenant is organized and operated exclusively for governmental purposes and not for pecuniary profit and no
part of the net earnings of Tenant inures to the benefit of any Person, private stockholder or individual.

(i) **Disclosure.** The representations of Tenant contained in this Lease and in any certificate, document, written statement, or other instrument furnished by or on behalf of Tenant to the Landlord or the Board in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that Tenant has not disclosed to the Landlord that materially and adversely affects or in the future may (so far as Tenant can now reasonably foresee) materially and adversely affect the operation of the School or the properties, business, operations, prospects, profits, or condition (financial or otherwise) of Tenant, or the ability of Tenant to perform its obligations hereunder.

(j) **Licenses and Permits.** Tenant currently has or will secure all necessary permits, consents, licenses and authorizations for the operation of the School from all appropriate governmental entities, agencies, departments and bureaus which permits, consents, licenses and authorizations.

(l) **Financing Statements.** Except as set forth herein, there are no currently effective Uniform Commercial Code financing statements naming Tenant as debtor, except as shall have been disclosed by Tenant to Landlord prior to the effective date hereof.

Landlord represents and warrants to Tenant as of the date of this Lease:

(i) **Organization and Power.** Landlord is a Nevada limited liability company duly organized, validly existing, and its status is “active” under the laws of the State of Nevada, and has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as it is now being conducted and as it is presently proposed to be conducted.

(ii) **Pending Litigation.** To the knowledge of Landlord, there are no actions, suits, proceedings, inquiries, or investigations pending or threatened against or affecting Landlord in any court or by or before any governmental authority or arbitration board or tribunal, which involve the likelihood of materially and adversely affecting the ability of Landlord to perform its obligations under this Lease.

(iii) **Agreements Are Authorized.** The execution and delivery by Landlord of this Lease, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (x) are within the power, legal right, and authority of Landlord, (y) do not conflict with or constitute on the part of Landlord a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (except as set forth herein) upon any property of Landlord under the provisions of any bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Landlord is a party or by which Landlord or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction,
decree, or demand of any court or governmental agency or body having jurisdiction over Landlord, or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Landlord. This Lease is the valid, legal, binding, and enforceable obligation of Landlord, subject to the customary exceptions for bankruptcy and the application of equitable remedies. The agents of Landlord executing this Lease are fully authorized and empowered to execute the same for and on behalf of Landlord.

(iv) Governmental Consents. Landlord's performance of its obligations under this Lease do not require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority.

(v) No Defaults. To the knowledge of Landlord, no event has occurred and no condition exists that would constitute an event of default on the part of Landlord under this Lease or which, with the lapse of time or with the giving of notice or both, would become an event of default on the part of Landlord under this Lease.

(vi) Compliance with Law. To the knowledge of Landlord, Landlord is not in violation of any laws, ordinances, or governmental rules or regulations to which it is subject with respect to the lease of the Demised Premises.

(vii) Restrictions on Landlord. Landlord is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that precludes the entry into this Lease by Landlord.

23. Invalidity of Particular Provisions. If any Provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such Provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each Provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.


24.1 All notices, requests, demands, consents, approvals and other communications which may or are required to be served or given hereunder ("Notices") shall be in writing and shall be personally delivered with a receipt signed by the recipient, sent by electronic mail as to which proof of receipt is received by sender, or sent by a nationally recognized courier service providing evidence of delivery addressed as follows:

If to Landlord: Nevada Sports Properties LLC
6457 Sunset Drive, Miami, Florida 33143
Attention: Rosanne Wright

with a copy to: David Cohen, Esq.
Edwards Cohen
200 West Forsyth Street
Suite 1300
Jacksonville, Florida 32202
If to Tenant: SLAM Academy of Nevada
1378 Paseo Verde Parkway, Suite 200
Henderson, Nevada 89012
Attention: Chairman

with a copy to: ________________________________
__________________________, Nevada 89___

24.2 Either party may, by Notice, change its address for all subsequent Notices. Notice given by counsel for a party shall be deemed Notice by such party; provided however that notice is properly given hereunder for all purposes when it is given to the party to be notified, whether or not such party's counsel receives a copy of such notice.

24.3 Except where otherwise expressly provided to the contrary in this Lease, Notices shall be deemed given when received or, when delivery is refused.

25. Quiet Enjoyment. Landlord covenants that Tenant, upon paying when due Fixed Rent and Additional Rent herein provided for and observing and keeping all Provisions of this Lease on its part to be observed and kept, shall quietly have and enjoy the Property during the Term of this Lease, without hindrance or molestation by Landlord, or anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations, and Provisions of this Lease.

26. Excavation and Shoring. If any excavation shall be made or contemplated to be made for building or other purposes upon property or streets adjacent to or nearby the Property from and after the Lease Date, Tenant shall do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the Improvements from injury or damage and to support the same by proper foundations. All such work done by Tenant shall be at Tenant's sole cost and expense. Tenant shall not, by reason of any such excavation or work, have any claim against Landlord for damages or indemnity, except work done by or on behalf of Landlord, or for suspension, diminution, abatement or reduction of rent under this Lease.

27. Landlord's Right to Perform Tenant's Covenants.

27.1 If Tenant shall at any time fail to pay any Imposition in accordance with the Provisions of Article 5 hereof, or to take out, pay for, maintain or deliver any of the insurance policies to be provided by Tenant in Article 10 hereof, or shall fail to make any other payment on its part to be made, then Landlord, without Notice and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to):

(a) Pay any Imposition payable by Tenant pursuant to the Provisions of Article 5 hereof; or

(b) Take out, pay for and maintain any of the insurance policies to be provided by Tenant in Article 10 hereof; or
(c) Make any other payments on Tenant’s part to be made as provided in this Lease; and

(d) May enter upon the Property for any such purpose and take all reasonable action thereon as may be necessary therefor.

27.2 All sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon at the Lease Interest Rate from the respective dates of Landlord’s making of each such payment or incurring of each such cost and expense, shall be paid by Tenant to Landlord on demand as Additional Rent hereunder, and Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant’s failure to provide and keep in force insurance as aforesaid to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the minimum amount of insurance required by the Provisions of this Lease, and damages, costs and expenses of suit suffered or incurred by reason of damage to, or destruction of, the Improvements occurring during any period when Tenant shall have failed or neglected to provide such insurance.

28. **Landlord’s Right to Mortgage, Sell or Assign Rents.**

28.1 Landlord shall have the right at any time and from time to time to place one or more mortgages or deeds of trust (including the First Mortgage) on all or any part of the Property (the First Mortgage and all such mortgages or deeds of trust and any increases, renewals, modifications, consolidations, refinancing, replacements and extensions thereof being collectively called “Landlord’s Mortgages”). It is understood and agreed that wherever in this Lease Tenant may be required to make any policies of insurance payable to the holder of the First Mortgage, such requirements shall apply to the holder of any Landlord’s Mortgage of which Landlord gives Tenant Notice, but (as to insurance) only to the extent of Landlord’s entitlement to such proceeds under the Provisions of this Lease.

28.2 Except as otherwise provided in this Section, nothing contained in this Lease shall be deemed in any way to limit, restrict or otherwise affect Landlord’s absolute right at any time or times to convey its interest in the Property, subject to this Lease, or to assign its interest in this Lease, or to assign from time to time the whole or any portion of Fixed Rent or Additional Rent at any time paid or payable hereunder by Tenant to Landlord, to a transferee which assumes in writing Landlord’s obligations under this Lease and is designated by Landlord in a Notice to Tenant, and in any such case Tenant shall pay Fixed Rent and Additional Rent payable by Tenant to Landlord, or the portion thereof so assigned, subject to the Provisions of this Lease, to Landlord’s designee at the address mentioned in any such Notice. In addition, Landlord may assign this Lease and sums due hereunder, for collateral purposes, from time to time without notice to or consent from Tenant.
29. **Subordination and Non-Disturbance.**

29.1 Subject to the provisions of Section 28.2, Tenant accepts this Lease subject and subordinate to any Landlord’s Mortgage. This clause shall be self-operative and no further instrument of subordination shall be required. In the event Tenant fails to execute a subordination document consistent with this Article 28 within ten (10) business days of receipt of a request by Landlord and Tenant provides no reasonable objection to Landlord’s request, Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any Landlord’s Mortgage, and Tenant agrees upon demand to execute such further instruments subordinating this Lease, acknowledging the subordination of this Lease or attorning to the holder of any such Landlord’s Mortgage as Landlord may request. If any person shall succeed to all or part of Landlord’s interests in the Property whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if and as so requested or required by such successor-in-interest, Tenant shall, without charge, attorn to such successor-in-interest, provided said successor-in-interest shall agree that so long as no unsecured Event of Default exists under the Lease, Tenant’s right to quiet possession shall not be disturbed and the terms of the Lease shall remain unchanged.

29.2 The mortgage loan documents with respect to the First Mortgage and any other Landlord’s Mortgage shall provide (or shall require that the holder thereof shall enter into an agreement providing) that Tenant’s rights under this Lease shall not be disturbed in the event of foreclosure, sale or otherwise, so long as Tenant attorns to such mortgagee or transferee and there is not otherwise an unsecured Event of Default under this Lease. Tenant shall promptly execute and deliver one or more agreements reasonably requested by the holder of any such Landlord’s Mortgage in form and substance common in the commercial mortgage lending industry.

30. **Unavoidable Delays.** Except for the obligation to pay Fixed Rent, Additional Rent and other charges or sums payable hereunder which shall continue without deferral or extension of time, whenever a party is required to perform an act under this Lease by a certain time, said time shall be deemed extended so as to take into account events of Unavoidable Delays.

31. **Financial Statements.** Tenant shall keep adequate records and books of account with respect to its business activities in which proper entries are made in accordance with [generally accepted accounting principles ("GAAP")][is this correct?] reflecting all its financial transactions, and cause to be prepared and furnished to Landlord the following (all to be prepared in accordance with GAAP applied on a consistent basis, unless the Tenant’s certified public accountants concur in any change therein and such change is disclosed to Landlord and is consistent with GAAP):

(a) not later than 120 days after the close of each fiscal year, Tenant’s audited financial statements (which term includes balance sheets and statement of activities and changes in net assets) as of the end of such year, certified by a firm of independent certified public accountants of recognized standing selected by Tenant and reasonably satisfactory to Landlord;

(b) not later than 45 days after the close of each fiscal quarter, Tenant’s financial statements as of the end of such quarter, certified by the chief financial officer of
Tenant, together with student enrollment information and discussion of variances to budget, in form and substance reasonably satisfactory to Landlord, and such other financial statements reasonably requested by Landlord; and

(c) not later than 30 days after the date on which such survey is required to be delivered to the Board, each enrollment survey in respect of the School.

32. **Obligations Absolute.** Fixed Rent, Additional Rent and all other sums payable by Tenant pursuant to this Lease are the absolute and unconditional obligations of Tenant, and shall not be subject to set-off, defense, deduction, counterclaim or abatement, and except as expressly set forth to the contrary in this Lease, Tenant shall not be entitled to any credit against such payment obligations for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Property or any part thereof; (iii) any restriction or interference with Tenant’s use of the Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Property or any part thereof; or (v) any dispute between Tenant and Landlord, any vendor or manufacturer of any part of the Property, or any other person.

33. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, all such counterparts together shall constitute one and the same instrument, and signature pages from one counterpart may be removed and added to another counterpart to create a single, integrated counterpart with all necessary signatures.

34. **Provisions Deemed Conditions and Covenants.** All of the terms, covenants, agreements, limitations, conditions and provisions of this Lease (collectively, “Provisions”) shall be deemed and construed to be “conditions” and “covenants” as though the words specifically expressing or importing covenants and conditions were used in each separate Provision hereof.

35. **Reference to Termination.** Any reference herein to the termination of this Lease shall be deemed to include any termination hereof by Expiration, or pursuant to Article 11, 16, or 21 hereof, or otherwise.

36. **No Waste.** Tenant shall not do or suffer any waste to the Property or any part thereof.

37. **Captions and Construction.**

37.1 The captions and table of contents in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Lease nor in any way shall affect this Lease or the construction of any Provision hereof.

37.2 The terms “include,” “including” or words of like import shall be construed as meaning “including, without being limited to.”

37.3 Wherever the context so requires in this Lease, the neuter gender includes the masculine and/or feminine gender, and the singular number includes the plural.

37.4 The phrase “provided no default [or Event of Default] shall exist hereunder
...” and any similar phrase shall be construed in this Lease as meaning “provided no uncured default [or Event of Default] exists as to the payment of a liquidated sum of money, and no other uncured default [or Event of Default] exists as to which Landlord has notified Tenant; however, if any such default [or Event of Default] exists and is later cured within the applicable time period set forth in this Lease, but in any event before the Expiration of this Lease, all remaining rights of Tenant hereunder shall be restored, including but not limited to the right to receive funds or proceeds but for such default [or Event of Default].”

38. **No Partnership or Joint Venture.** Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other Person, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other Person.

39. **Oral Change or Termination.** This Lease and the documents referred to herein contain the entire agreement between the parties pertaining to the subject matter hereof, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Lease cannot be changed or terminated orally.

40. **Successors and Assigns.** The Provisions in this Lease shall bind and inure to the benefit of Landlord and Tenant, and, except as otherwise provided in this Lease, their respective legal representatives, executors, successors and assigns.

41. **Governing Law.** This Lease shall be governed by, and interpreted under, the laws of the State of Nevada, without regard to conflict of laws principles. Any action to enforce or interpret the terms hereof shall be exclusively in a court with competent jurisdiction in Clark County, Nevada.

42. **Suits by Tenant.** TENANT HEREBY COVENANTS THAT, PRIOR TO THE FILING OF ANY SUIT FOR AN ALLEGED DEFAULT BY LANDLORD HEREUNDER, IT SHALL GIVE ALL MORTGAGEES WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES ON THE PROPERTY (TOGETHER WITH THEIR RESPECTIVE NOTICE ADDRESSES), NOTICE AND TIME TO CURE SUCH ALLEGED DEFAULT BY LANDLORD AS ARE PROVIDED IN SECTION 21.11, MEASURED FROM THE DATE OF RECEIPT OF NOTICE.

43. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO SUITS BY TENANT FOR ANY MONETARY DAMAGES OR JUDGMENT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY (INCLUDING RENTAL INCOME AND THE PROCEEDS FROM THE SALE OF THE PROPERTY), AND TENANT AGREES TO LOOK SOLELY TO LANDLORD’S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT LANDLORD SHALL NOT BE PERSONALLY LIABLE NOR SHALL ANY OF LANDLORD’S OTHER ASSETS BE SUBJECT TO ANY LIABILITY FOR ANY JUDGMENT.
44. **US Patriot Act.** Tenant represents and warrants to Landlord that (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) Tenant is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) neither Tenant (nor any person, group, entity or nation which owns or controls Tenant, directly or indirectly) has conducted or will conduct business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person.

45. **Option to Purchase.** For a period commencing on July 1, 2020 and ending at 5:00 p.m., Henderson, Nevada time on June 30, 2021 (the "Option Period"), Tenant shall have the option to purchase the Demised Premises (the "Option") in accordance with the terms and conditions set forth in this Section below; provided, however that in the event that the parties have determined to negotiate for the delivery of the Phase 2 Facilities, this Section 45 shall be amended as part of such negotiations, including as to the Purchase Price:

(a) Tenant shall exercise the Option by delivering written notice (the "Option Notice") to Landlord at any time during the Option Period.

(b) The purchase price ("Purchase Price") for the Demised Premises pursuant to the Option shall be Seventeen Million Five Hundred Thousand Dollars ($17,500,000.00).

(c) The closing pursuant to the Option shall be conducted through an escrow established at a title company acceptable to Landlord. All deliveries shall be deposited in escrow and all closing deliveries and disbursements shall be made through the escrow. The closing shall occur on the date specified in the Option Notice (the "Closing Date"), which shall be not earlier than 90 calendar days nor later than 180 calendar days after the date of delivery of the Option Notice. During the period following the delivery of the Option Notice, through the Closing Date, this Lease shall remain in full force and effect, and if for any reason Tenant fails to close on the Property, this Lease shall continue in full force and effect (with any defaults in existence at such time remaining as such unless and until cured by Tenant, provided that failure to close under the Option shall not itself constitute and event of default under this Lease). At closing, each party shall pay its own legal fees. Landlord shall pay the cost of removing any title exceptions which are not permitted below. All other closing costs (including documentary stamps on the deed, search fees, escrow fees, title insurance premiums, recording costs, financing costs and transfer taxes) shall be paid by Tenant. There shall be no proration of taxes or other expenses. At closing, any rent
payable by Tenant shall be prorated (with any rent paid by Tenant attributable to the period from and after the Closing Date to be credited against the Purchase Price).

(d) The absence of any Event of Default, or event or circumstance which would, with the passage of time or the giving of notice, or both, constitute an Event of Default under this Lease, and the absence of any taking, order of taking, or other proceeding or notice of eminent domain by any governmental entity with respect to the Demised Premises (in whole or in part), shall be conditions precedent to both the effectiveness of any Option Notice (as of the date thereof) and the closing of acquisition of the Demised Premises (as of the date thereof). If there is any default or Event of Default under this Lease, or any such proceeding or notice of proceeding as of the scheduled Closing Date, Landlord shall have the right to revoke the exercise of the Option, in which event Landlord shall have no obligation to sell to Tenant, and Tenant shall have no right to purchase from Landlord, the Demised Premises.

(e) Landlord shall convey to Tenant fee simple title to the Demised Premises by special warranty deed (warranting title by, through, or under Landlord, but not otherwise) subject only to the Permitted Encumbrances, any matters created by or through Tenant and those matters which a correct survey would show. In addition, if the Capacity Enhancements have been provided, Landlord shall also convey, by quit claim or similar instrument, its interests in the Parking Easement. Tenant may revoke its election to exercise the Option by giving notice to Landlord at any time before the closing if (i) the Demised Premises is materially damaged by casualty, (ii) the Demised Premises suffers environmental contamination not caused by Tenant, its agents, contractors, employees, subtenants, customers or invitees, or (iii) any condemnation has occurred or is pending or threatened which in Tenant's reasonable opinion could materially, adversely affect the use of the Demised Premises for Tenant's intended purposes. In the event of such revocation, or of any failure of Tenant to close for any reason (other than nonperformance by Landlord) Tenant's Option shall terminate and be of no further force and effect, and this Lease shall continue in full force and effect as if such Option had not existed.

(f) THE DEMISED PREMISES SHALL BE CONVEYED TO AND ACCEPTED BY TENANT IN "AS IS" CONDITION IN ALL RESPECTS, IT BEING AGREED THAT LANDLORD HAS NOT MADE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER PERTAINING TO THE DEMISED PREMISES, THE CONDITION THEREOF, THE VALUE THEREOF, THE SUITABILITY FOR TENANT'S INTENDED USE, OR ANY OTHER MATTER WHATSOEVER, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE DEED, AND LANDLORD SHALL HAVE NO OBLIGATION TO MAKE OR REMOVE ANY IMPROVEMENTS WHATSOEVER WITH RESPECT TO THE DEMISED PREMISES AS REGARDS THE OPTION TO PURCHASE THE DEMISED PREMISES.

(g) Tenant's exercise of the Option is irrevocable except as expressly provided in paragraphs (d) and (e) above. Time is of the essence. Tenant may not assign this Option.

(h) If Tenant exercises the Option and fails to close on the purchase of the Demised Premises for any reason other than a default by Landlord or a revocation of the exercise of
the Option as expressly provided in paragraphs (d) and (e) above, then the Option shall terminate and be of no further force and effect, and this Lease shall continue in full force and effect in all other respects.

(i) Any termination of this Lease prior to the expiration of the Option Period shall terminate the Option.
IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

WITNESSES:

LANDLORD:
NEVADA SPORTS PROPERTIES LLC
a Nevada limited liability company
By: Rosanne Wright
Name: Rosanne Wright
Title: Manager

TENANT:
SLAM ACADEMY OF NEVADA
a Nevada charter school
By: Matthew Oveitam
Name: Matthew Oveitam
Title: Chairman
SCHEDULE A

LEGAL DESCRIPTION OF LAND

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34,
TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF (S 1/2) OF THE
NORTHWEST QUARTER (NW 1/4) OF SECTION 34; THENCE NORTH 89°23'21" WEST
ALONG THE NORTH LINE OF SAID SOUTH HALF (S 1/2) OF THE NORTHWEST
QUARTER (NW 1/4) OF SECTION 34, A DISTANCE OF 996.42 FEET TO THE POINT OF
BEGINNING; THENCE SOUTH 40°17'54" WEST, A DISTANCE OF 959.46 FEET TO THE
NON-TANGENT CURVE, SAID POINT ALSO BEING ON THE NORTHEASTERLY
RIGHT-OF-WAY LINE OF U.S. 95 FREEWAY (I-515); THENCE NORTHEASTERLY
ALONG SAID RIGHT-OF-WAY, ALONG SAID CURVE TO THE LEFT (WITH A RADIAL
BEARING OF SOUTH 39°53'21" WEST), HAVING A RADIUS OF 5,150.00 FEET, A
CENTRAL ANGLE OF 03°24'55", AN ARC LENGTH OF 306.99 FEET; THENCE NORTH
53°31'34" WEST, A DISTANCE OF 101.90 FEET TO THE POINT ON A NON-TANGENT
CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT WITH A
RADIAL BEARING OF NORTH 62°49'35" WEST, HAVING A RADIUS OF 1,000.00 FEET,
A CENTRAL ANGLE OF 29°06'09", AN ARC LENGTH OF 507.94 FEET TO A POINT ON
THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW
1/4) OF SAID SECTION 34; THENCE SOUTH 89°23'21" EAST, A DISTANCE OF 834.00
FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN REAL PROPERTY DESCRIBED IN
DOCUMENTRecordedJULY31,2013INBOOK20130731ASINSTRUMENTNO.
03873OFOFFICIALRECORDS.
SCHEDULE B

PERMITTED ENCUMBRANCES

1. Water rights, claims or title to water, whether or not shown by the public records.

2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.

3. Any taxes that may be due as provided under NRS 361.4725.

4. General and special taxes and assessments.


6. A relinquishment of access to and from U.S. Highway No. 95, as contained in that certain Final Order of Condemnation recorded March 25, 1987 in Book 870325 as Instrument No. 00924 of Official Records.

7. The effect of a map purporting to show the land and other property, filed in File 56, Page 35 of Record of Surveys.


10. An easement for a temporary construction easement to facilitate the construction of the Lower Pittman Channel improvements and incidental purposes in the document recorded January 8, 2003 in Book 20030108 as Instrument No. 02138 of Official Records.


15. The following matters disclosed by an ALTA/ACSM survey made by G.C. Wallace Companies on August 4, 2015, designated Job No. Central Christian - North Parcel:

   • Variation between the location of the chain link fence and the southeast boundary line.
   • Variation between the location of the concrete curb and the north boundary line.
   • South face of concrete curb lies up to 0.7 feet south of the north boundary line.
   • South face of concrete curb lies up to 0.3 feet north of the north boundary line.
   • Area lights lie up to 4.0 feet north of the northerly boundary line.
   • Gate within chain link fence at the southwest corner. Except to the rights of third parties to use, access and maintain.
   • Unrecorded access easement as noted on survey. Except to the rights of third parties to use and access.
   • Failure of the right of access to the nearest public right of way.

16. **Mutual Access Easement Agreement** by and between Central Christian Church, a Nevada nonprofit corporation ("Church"), and Nevada Sports Properties LLC, a Nevada limited liability company, dated January 12, 2016 and recorded January 21, 2016 in Book 20160121 as Instrument No. 0000334.


18. Any statutory lien for labor or materials arising by reason of any work of improvement arising from Las Vegas Paving Corporation's use of the property for the purposes described in Agreement between Las Vegas Paving Corporation and Central Christian Church dated January 19, 2015.
SCHEDULE C

SHORT FORM LEASE AGREEMENT

(See Attached)
Facility Attachment 5 - Copy of Lease Agreement

SHORT FORM LEASE AGREEMENT

This Short Form Lease Agreement is made as of June 1, 2016, between Nevada Sports Properties LLC, a Nevada limited liability company, with an address of 6457 Sunset Drive, Miami, Florida 33143, hereinafter designated as Lessor, and SLAM Academy of Nevada, a Nevada charter school, with an address of 1378 Paseo Verde Parkway, Suite 200, Henderson, Nevada 89012, hereinafter designated as Lessee.

WITNESSETH:

Lessor, upon the terms and conditions more particularly set forth in that certain Lease Agreement dated as of even date herewith by and between Lessor and Lessee (the "Lease Agreement"), which terms and conditions are incorporated herein by reference, and in consideration of the rent and covenants therein provided, does hereby lease to Lessee, and Lessee hereby accepts that certain property more particularly described on Exhibit A attached hereto and incorporated herein by reference ("the Property") for an initial term commencing on or about August 31, 2016 and ending on June 30, 2036, upon the terms and conditions set forth in the Lease Agreement.

1. Lessee further has the option to extend the initial term for up to two successive additional periods of five years each upon the terms and conditions set forth in the Lease Agreement (the "Extension Option"). For purposes of providing notice to third parties hereunder, it shall be presumed that the Extension Option has been exercised in the future unless Lessee executes and records in the public records an instrument which indicates that an Extension Option has not been exercised or this Short Form has been terminated. Lessee has the option to purchase the Property upon the terms and conditions set forth in the Lease Agreement.

2. Lessor covenants that Lessee, on paying the rent and performing the covenants set forth in the Lease Agreement, shall peaceably and quietly have, hold and enjoy the Property.

3. AS PROVIDED IN THE LEASE, NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS OR SERVICES FURNISHED OR TO BE FURNISHED TO TENANT UPON CREDIT, AND THAT NO MECHANIC'S OR OTHER LIEN FOR ANY SUCH LABOR, MATERIALS OR
SERVICES SHALL ATTACH TO OR AFFECT THE FEE OR REVERSIONARY OR OTHER ESTATE OR INTEREST OF LANDLORD IN THE PROPERTY OR IN THIS LEASE. PRIOR TO COMMENCING ANY IMPROVEMENTS, TENANT SHALL EXECUTE, DELIVER TO ITS CONTRACTOR AND RECORD IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA A WRITTEN INSTRUMENT PROVIDING NOTICE OF THE EXISTENCE OF THE PROVISIONS OF THE PRECEDING SENTENCE IN ACCORDANCE WITH SECTIONS 108.2403 AND 108.2407, N.R.S.

4. It is understood that this is a Short Form Lease Agreement, which is for the same rents and upon the same Agreement, which Lease Agreement is incorporated herein by reference and shall be a part of this instrument as fully and completely as if the same were set forth herein.

IN WITNESS WHEREOF, Lessor and Lessee have signed, sealed and delivered this Short Form Lease Agreement as of the date and year first above written for the purpose of providing recorded notice of Lessee’s rights under the Lease Agreement.

Signed, sealed and delivered in the presence of:

Witness:

Lessor:
Nevada Sports Properties LLC

Witness:

Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this day of , 2016, by , the Manager of Nevada Sports Properties LLC, on behalf thereof. He is personally known to me or who has produced as identification.

NOTARY PUBLIC

Print Name:
My Commission Expires:
(NOTARY SEAL)

Signed, sealed and delivered in the presence of:

Witness:

Lessee:
SLAM Academy of Nevada

Name:
Title:
Witness: Chad Olson

STATE OF NEVADA
COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 16th day of June, 2016 by Matthew Dulan, the Chairperson of SLAM Academy of Nevada on behalf thereof. He is personally known to me or who has produced Nevada drivers license as identification.

Notary Public

Print Name: Nancy Lynn Babas
My Commission Expires: 5-4-2017
(NOTARY SEAL)
EXHIBIT A

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34; THENCE NORTH 89°23'21'' WEST ALONG THE NORTH LINE OF SAID SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, A DISTANCE OF 996.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40°17'54'' WEST, A DISTANCE OF 959.46 FEET TO THE NON-TANGENT CURVE, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. 95 FREEWAY (I-515); THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, ALONG SAID CURVE TO THE LEFT (WITH A RADIAL BEARING OF SOUTH 39°53'21'' WEST), HAVING A RADIUS OF 5,150.00 FEET, A CENTRAL ANGLE OF 03°24'55'', AN ARC LENGTH OF 306.99 FEET; THENCE NORTH 53°31'34'' WEST, A DISTANCE OF 101.90 FEET TO THE POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT WITH A RADIAL BEARING OF NORTH 62°49'35'' WEST, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 29°06'09'', AN ARC LENGTH OF 507.94 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 34; THENCE SOUTH 89°23'21'' EAST, A DISTANCE OF 834.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN REAL PROPERTY DESCRIBED IN DOCUMENT RECORDED JULY 31, 2013 IN BOOK 20130731 AS INSTRUMENT NO. 03873 OF OFFICIAL RECORDS.
SCHEDULE D
FIXED RENT

From Lease Date through June 30, 2017:

Fixed Rent: Fixed Rent shall be $37,369.17 a month which is obtained by multiplying the amount of $6.56 per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2017 through June 30, 2018:

Fixed Rent: Fixed Rent shall be $64,321.75 a month which is obtained by multiplying the amount of $11.28 per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, ) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2018 through June 30, 2019:

Fixed Rent: Fixed Rent shall be $89,547.92 a month which is obtained by multiplying the amount of $15.71 per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2019 through June 30, 2020:

Fixed Rent: Fixed Rent shall be $93,407.21 a month which is obtained by multiplying the amount of $16.95 per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2020 through June 30, 2021:

Fixed Rent: Fixed Rent shall be $94,784.90 a month which is obtained by multiplying the amount of $17.20 per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

The Fixed Rent shall be adjusted annually ("Adjusted Fixed Rent") as set forth below.

Adjustment Computation. Commencing on July 1, 2021, and thereafter on each annual anniversary of such date, the Fixed Rent shall be adjusted from time to time as follows:

(a) The Fixed Rent in effect for each Lease Year shall be equal the product of the Initial Fixed Rent, multiplied by the fraction in which the Adjustment CPI (as defined below) is the numerator and Base CPI (as defined below) is the denominator. In no event shall any adjustment made pursuant to this Schedule or any decrease in the CPI ever result in a decrease in the Fixed Rent for any Lease Year below the Fixed Rent in effect at the end of the preceding Lease Year, which Fixed Rent shall, in that event, continue in effect until the next adjustment hereunder. Payment of the
Adjusted Fixed Rent amount shall begin on the first day of the first calendar month of the Lease Year to which such Adjusted Fixed Rent applies.

(b) If (i) the CPI (as defined below) ceases using the 1982-1984 average of 100 as the basis of calculation, (ii) a significant change is made in the number or nature (or both) of items used to determine the CPI, (iii) Landlord and Tenant agree that the Adjustment CPI does not accurately reflect, in relationship to the Base CPI, the purchasing power of the dollar, or (iv) the CPI shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the CPI, together with information which will make possible the conversion to the new index in computing the Adjusted Fixed Rent hereunder. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, Landlord and Tenant shall instead accept and use such other index or comparable statistics on the cost of living in the city or region in which the Premises is located that is computed and published by an agency of the United States or a responsible financial periodical of recognized authority.

(c) If for any Lease Year the adjustment in the Fixed Rent as set forth above is less than 2.5%, then in such case the Fixed Rent for the subject Lease Year shall be 2.5% higher than the Fixed Rent for the immediately prior Lease Year.

Payment Dates. All Fixed Rent, together with applicable sales tax, shall be due and payable on the 1st day of each calendar month, in advance, commencing on the Lease Date (on which date, if the same is not the first day of a calendar month, the partial month Fixed Rent and the next calendar month's full Fixed Rent shall be due and payable). All other Additional Rent shall be due and payable within ten days of receipt of written notice thereof from Landlord. Fixed Rent for any period during the Term which is less than one full month shall be prorated based upon the actual number of days of the month involved.

Definitions. As used herein, the term "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. As used herein, the term "Base CPI" means the most recently published CPI as of the last day of the last month immediately preceding July 1, 2021. As used herein, the term "Adjustment CPI" means the most recently published CPI as of the last day of the last month immediately preceding the commencement of the Lease Year for which the adjustment in Fixed Rent is being determined. Unless otherwise specifically defined in this Schedule, capitalized terms shall have the same respective meanings as set forth in the Lease.
SCHEDULE E
FIXED RENT FOR EXTENDED TERM

Fixed Rent. The Fixed Rent (annually, subject to adjustment as set forth below) for the first Lease Year of the Extended Term shall be computed as product obtained by multiplying 106% of the per square foot Fixed Rent rate for the last year of the Initial Term times the square footage of the Building ("Initial Fixed Rent"). The Initial Fixed Rent shall be adjusted annually ("Adjusted Fixed Rent") as set forth below.

Adjustment Computation. Commencing with the first day of the second Lease Year during the Extended Term, and thereafter on each annual anniversary of such date during the Extended Term (including via the exercise of the option to extend for the second five-year extension period), the Fixed Rent shall be adjusted from time to time as follows:

(a) The Fixed Rent in effect for each Lease Year shall be equal the product of (i) the Initial Fixed Rent, multiplied by (ii) the greater of (A) one (1) or (B) the fraction in which the Adjustment CPI (as defined below) is the numerator and Base CPI (as defined below) is the denominator. In no event shall any adjustment made pursuant to this Schedule or any decrease in the CPI (as defined below) ever result in a decrease in the Fixed Rent for any Lease Year below the Fixed Rent in effect at the end of the preceding Lease Year, which Fixed Rent shall, in that event, continue in effect until the next adjustment hereunder. Payment of the Adjusted Fixed Rent amount shall begin on the first day of the first calendar month of the Lease Year to which such Adjusted Fixed Rent applies.

(b) If (i) the CPI ceases using the 1982-1984 average of 100 as the basis of calculation, (ii) a significant change is made in the number or nature (or both) of items used to determine the CPI, (iii) Landlord and Tenant agree that the Adjustment CPI does not accurately reflect, in relationship to the Base CPI, the purchasing power of the dollar, or (iv) the CPI shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the CPI, together with information which will make possible the conversion to the new index in computing the Adjusted Fixed Rent hereunder. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, Landlord and Tenant shall instead accept and use such other index or comparable statistics on the cost of living in the city or region in which the Premises is located that is computed and published by an agency of the United States or a responsible financial periodical of recognized authority.

Definitions. As used herein, the term “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. As used herein, the term “Base CPI” means the most recently published CPI as of the last day of the last month of the Initial Term. As used herein, the term “Adjustment CPI” means the most recently published CPI as of the last day of the last month immediately preceding the commencement of the Lease Year for which the adjustment in Fixed Rent is being determined. Unless otherwise specifically defined in this Schedule, capitalized terms shall have the same respective meanings as set forth in the Lease.
**SCHEDULE F**
**DESCRIPTION OF FACILITY**

A 66,129 square foot (more or less, not subject to measurement) charter school facility, plus gymnasium, to be located on an approximate 8.5-acre tract, including ingress and egress, and parking areas, substantially as described in the following drawings prepared by Ethos Three Architecture, under Job No. 2015102, last revised March 24, 2016. The charter school facility, other than the gymnasium, is intended to be substantially complete on or before August 25, 2016, and the gymnasium is intended to be completed on or before January 31, 2017. See attached Lease for provisions regarding late delivery of such facilities.

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<td>Overall Floor Plan</td>
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ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT ("Addendum") is made and is effective as of April ____, 2018, by and between Nevada Sports Properties LLC, a Nevada limited liability company, having an office at 6457 Sunset Drive, Miami, Florida 33143 ("Landlord"), and SLAM Academy of Nevada, a political subdivision of the State of Nevada, having an address of 6630 Surrey Street, Las Vegas, Nevada 89119 ("Tenant").

WITNESSETH:

WHEREAS, the Landlord and Tenant have entered into that certain Lease Agreement, dated as of June 1, 2016 (the “Original Lease;” capitalized terms used and not otherwise defined herein have the meanings assigned thereto in the Original Lease);

WHEREAS, the Tenant has requested that Landlord construct certain additional improvements on a portion of the open space within the Demised Premises, as described in Schedule 1 attached hereto (the “Classroom Facility”), consisting of an agreed-upon 13,509 square feet of leaseable area, and Landlord has agreed to construct the Classroom Facility, pursuant to the terms and conditions set forth herein;

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

1. Demise. For and in consideration of the rents hereinafter reserved by Landlord and the Provisions contained herein on the part of Tenant to be paid, kept and performed, Landlord by these presents does hereby lease, rent, let and demise to Tenant, and Tenant does hereby take and hire from Landlord, the Classroom Facility, upon the Completion Date (defined below) and subject to the Provisions herein set forth. The Classroom Facility is hereby made a part of the Demised Premises and of the Property for all purposes under the Original Lease, including the Term, but with the rent provisions herein contained.

2. Rent. Schedule D attached to the Original Lease is hereby deleted and replaced by “Schedule D” attached hereto, effective as of the date hereof. The term “Completion Date” shall mean the first business day following delivery by Landlord to Tenant of a permanent or temporary certificate of occupancy for the Classroom Facility (provided that a final certificate of occupancy is issued prior to the expiration of the temporary certificate of occupancy, as extended). Increases in Additional Rent occasioned by the existence of the Classroom Facility shall be due and payable as provided for existing sums constituting Additional Rent under the Original Lease, commencing on and as of the Completion Date.
3. **Amendment to Purchase Option.** Section 45 of the Original Lease is hereby deleted in its entirety and replaced by the following:

**45. Option to Purchase.** For a period commencing on July 1, 2020 and ending at 5:00 p.m., Henderson, Nevada time on June 30, 2021 (the “Option Period”), Tenant shall have the option to purchase the Demised Premises (the "Option") in accordance with the terms and conditions set forth in this Section below:

(a) Tenant shall exercise the Option by delivering written notice (the "Option Notice") to Landlord at any time during the Option Period.

(b) The purchase price ("Purchase Price") for the Demised Premises pursuant to the Option shall be Twenty-One Million Three Hundred Fifty Thousand Dollars ($21,350,000.00).

(c) The closing pursuant to the Option shall be conducted through an escrow established at a title company acceptable to Landlord. All deliveries shall be deposited in escrow and all closing deliveries and disbursements shall be made through the escrow. The closing shall occur on the date specified in the Option Notice (the “Closing Date”), which shall be not earlier than 90 calendar days nor later than 180 calendar days after the date of delivery of the Option Notice. During the period following the delivery of the Option Notice, through the Closing Date, this Lease shall remain in full force and effect, and if for any reason Tenant fails to close on the Property, this Lease shall continue in full force and effect (with any defaults in existence at such time remaining as such unless and until cured by Tenant, provided that failure to close under the Option shall not itself constitute and event of default under this Lease). At closing, each party shall pay its own legal fees. Landlord shall pay the cost of removing any title exceptions which are not permitted below. All other closing costs (including documentary stamps on the deed, search fees, escrow fees, title insurance premiums, recording costs, financing costs and transfer taxes) shall be paid by Tenant. There shall be no proration of taxes or other expenses. At closing, any rent payable by Tenant shall be prorated (with any rent paid by Tenant attributable to the period from and after the Closing Date to be credited against the Purchase Price).

(d) The absence of any Event of Default, or event or circumstance which would, with the passage of time or the giving of notice, or both, constitute an Event of Default under this Lease, and the absence of any taking, order of taking, or other proceeding or notice of eminent domain by any governmental entity with respect to the Demised Premises (in whole or in part), shall be conditions precedent to both the effectiveness of any Option Notice (as of the date thereof) and the closing of acquisition of the Demised Premises (as of the date thereof). If there is any default or Event of Default under this Lease, or any such proceeding or notice of proceeding as of the scheduled Closing Date, Landlord shall have the right to revoke the exercise of the Option, in which event Landlord shall have no
obligation to sell to Tenant, and Tenant shall have no right to purchase from Landlord, the Demised Premises.

(e) Landlord shall convey to Tenant fee simple title to the Demised Premises by special warranty deed (warranting title by, through, or under Landlord, but not otherwise) subject only to the Permitted Encumbrances, any matters created by or through Tenant and those matters which a correct survey would show. In addition, if the Capacity Enhancements have been provided, Landlord shall also convey, by quit claim or similar instrument, its interests in the Parking Easement. Tenant may revoke its election to exercise the Option by giving notice to Landlord at any time before the closing if (i) the Demised Premises is materially damaged by casualty, (ii) the Demised Premises suffers environmental contamination not caused by Tenant, its agents, contractors, employees, subtenants, customers or invitees, or (iii) any condemnation has occurred or is pending or threatened which in Tenant's reasonable opinion could materially, adversely affect the use of the Demised Premises for Tenant’s intended purposes. In the event of such revocation, or of any failure of Tenant to close for any reason (other than nonperformance by Landlord) Tenant’s Option shall terminate and be of no further force and effect, and this Lease shall continue in full force and effect as if such Option had not existed.

(f) THE DEMISED PREMISES SHALL BE CONVEYED TO AND ACCEPTED BY TENANT IN “AS IS” CONDITION IN ALL RESPECTS, IT BEING AGREED THAT LANDLORD HAS NOT MADE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER PERTAINING TO THE DEMISED PREMISES, THE CONDITION THEREOF, THE VALUE THEREOF, THE SUITABILITY FOR TENANT’S INTENDED USE, OR ANY OTHER MATTER WHATSOEVER, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE DEED, AND LANDLORD SHALL HAVE NO OBLIGATION TO MAKE OR REMOVE ANY IMPROVEMENTS WHATSOEVER WITH RESPECT TO THE DEMISED PREMISES AS REGARDS THE OPTION TO PURCHASE THE DEMISED PREMISES.

(g) Tenant’s exercise of the Option is irrevocable except as expressly provided in paragraphs (d) and (e) above. Time is of the essence. Tenant may not assign this Option.

(h) If Tenant exercises the Option and fails to close on the purchase of the Demised Premises for any reason other than a default by Landlord or a revocation of the exercise of the Option as expressly provided in paragraphs (d) and (e) above, then the Option shall terminate and be of no further force and effect, and this Lease shall continue in full force and effect in all other respects.

(i) Any termination of this Lease prior to the expiration of the Option Period shall terminate the Option.
4. Miscellaneous.

a. The anticipated Completion Date for the Classroom Facility is on or before September 30, 2018. In the event that the Completion Date is delayed beyond September 30, 2018, Base Rent and Additional Rent due under the Original Lease shall continue as if the Classroom Facility did not exist until the Completion Date. Base Rent and Additional Rent shall be prorated for any partial month. Tenant grants to Landlord all necessary access and occupation of the existing Demised Premises necessary or convenient for the prosecution of the improvements described herein, and Landlord agrees to use commercially reasonable efforts to minimize disruptions to Tenant’s operation of its schools on the Demised Premises, it being understood that Landlord will necessarily block access to the site of construction and related laydown areas.

b. The Original Lease, as modified herein, is and remains in full force and effect. All references in the Original Lease to “this Lease” shall be deemed to be references to the Original Lease as modified in this Addendum.

c. Tenant shall execute and deliver such amended or additional subordination, non-disturbance and attornment agreements pursuant to Article 29 of the Original Lease as Landlord shall reasonably request, with respect to the amendment of the Original Lease by this Addendum. Tenant shall execute and deliver such Memorandum of Lease or Short Form Lease (or amendments thereto), including the terms of this Addendum, in recordable form, as Landlord shall reasonably request, which may be recorded at Landlord’s option. Tenant’s address for notices is as set forth on the first page of this Addendum.

d. All representations and warranties of the parties set forth in the Original Lease are hereby remade by each party, respectively, as of the date hereof. Tenant represents and warrants that there is no default, event of default, or condition or occurrence which would, with the passage of time or the giving of notice, constitute a default or event of default on the part of Landlord, and that Tenant has accepted without condition all of the Improvements and the other components of the Demised Premises, under the Original Lease, any such claims to the contrary by Tenant in respect thereof as of the date hereof being hereby voluntarily waived and released.

e. This Addendum may be executed in several counterparts, each of which shall be deemed an original, all such counterparts together shall constitute one and the same instrument, and signature pages from one counterpart may be removed and added to another counterpart to create a single, integrated counterpart with all necessary signatures.
f. Mold and mildew can occur in buildings under certain circumstances, unless care is taken to avoid such occurrence. The occurrence of mold or mildew may pose health hazards to certain individuals. Landlord has not investigated AND MAKES NO REPRESENTATION CONCERNING the existence or non-existence of mold or mildew in the Classroom Facility as of the Completion Date, or thereafter. The Tenant is taking the Classroom Facility in its "As Is" condition as of the Completion Date (except as expressly set forth to the contrary herein) and shall make all of its own investigations concerning mold and mildew. It is the obligation of Tenant to maintain the Demised Premises, including the Classroom Facility, in good condition, which includes the prevention and elimination of mold or mildew or the factors that could lead to the presence thereof and as otherwise provided in the Original Lease.

g. This Addendum cannot be changed or terminated orally. The provisions in this Addendum shall bind and inure to the benefit of Landlord and Tenant, and, except as otherwise provided in the Lease, their respective legal representatives, executors, successors and assigns.

5. Condition of Property.

Landlord hereby covenants to construct the Classroom Facility substantially as shown in the plans and specifications prepared by Ethos Three listed on Schedule 1 attached hereto, including all approved revisions or modifications (the "Plans"), and in accordance with all applicable laws, regulations and rules of governmental entities having jurisdiction thereover. Landlord shall assign all contractor or materialman warranties with respect to the Classroom Facility to Tenant, subject to Landlord's rights to enforce such warranties on its own behalf as to repair or replacement obligations of Landlord under this Lease or in the event of a failure by Tenant to discharge its repair or replacement obligations under this Lease. Tenant acknowledges and agrees that except as otherwise expressly set forth in this Lease, no representations, statements, or warranties, express or implied, as to merchantability, fitness for a particular purpose or use, or otherwise, have been made by or on behalf of Landlord in respect of the Classroom Facility. EXCEPT AS EXPRESSLY SET FORTH IN THIS ADDENDUM OR THE ORIGINAL LEASE, LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY TENANT OF THE PROPERTY, OR ANY PORTION THEREOF. TENANT ACKNOWLEDGES THAT LANDLORD IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT TENANT IS LEASING THE PROPERTY AS IS. Landlord hereby assigns all of the manufacturers' and contractors' warranties related to the Classroom Facility to Tenant, without representation or warranty; provided that the foregoing assignment shall not apply as to any warranties applicable to those elements of the Classroom Facility as to which Landlord retains an obligation for maintenance or repair under this Lease, or to the
extent that such assignment would void or terminate a particular warranty, in which case Landlord shall enforce such warranty on behalf of Tenant.

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

WITNESSES:

Print Name: Annette M. Irasi

Print Name: David T. Pena

LANDLORD:

NEVADA SPORTS PROPERTIES LLC, a Nevada limited liability company

By: Rozanne Wright
Name: Rozanne Wright
Title: Manager

TENANT:

SLAM ACADEMY OF NEVADA, a Nevada charter school

By: Matthew Duffton
Name: Matthew Duffton
Title: Chairman
**SCHEDULE 1**

**DESCRIPTION OF CLASSROOM FACILITY**

13,509 square foot Classroom Facility as shown on the below-referenced site plan, substantially as described in the following drawings prepared by Ethos Three, under Project No. 2017133:

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<th>Drawing Number</th>
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<tr>
<td>A1.10</td>
<td>Site Plan</td>
<td>2-15-18</td>
</tr>
<tr>
<td>A2.10</td>
<td>Floor Plans</td>
<td>3-6-18</td>
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<tr>
<td>A5.10</td>
<td>Exterior Elevations</td>
<td>2-15-18</td>
</tr>
</tbody>
</table>
SCHEDULE D
FIXED RENT

From Lease Date through June 30, 2017:
Fixed Rent shall be $37,369.17 per month which is obtained by multiplying the amount of $6.787114 [correction: scrivenor’s error in Original Lease] per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2017 through June 30, 2018:
Fixed Rent shall be $64,321.75 per month which is obtained by multiplying the amount of $11.67205 [correction: scrivenor’s error in Original Lease] per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises,) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2018 through June 30, 2019:
Fixed Rent shall be (i) prior to the Completion Date, $89,547.92 per month, which is obtained by multiplying the amount of $16.24968 [correction: scrivenor’s error in Original Lease] per square foot times 66,129 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises prior to the Completion Date, not subject to measurement) and then dividing that sum by 12 months (to obtain a monthly amount), and pro rata for any partial month; or (ii) on and after the Completion Date, the amount of $110,993.46, which is obtained by multiplying the amount of $16.7247 per square foot times 79,638 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises upon the Completion Date, not subject to measurement) and then dividing that sum by 12 months (to obtain a monthly amount).

From July 1, 2019 through June 30, 2020:
Fixed Rent shall be $115,496.11 per month which is obtained by multiplying the amount of $17.40317 per square foot times 79,638 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises upon the Completion Date, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

From July 1, 2020 through June 30, 2021:
Fixed Rent shall be $117,536.47 a month which is obtained by multiplying the amount of $17.71061 per square foot times 79,638 sq.ft. (which represents the agreed-upon rentable square footage of Demised Premises, not subject to measurement) and then dividing that number by 12 months (to obtain a monthly amount).

The Fixed Rent shall be adjusted annually ("Adjusted Fixed Rent") as set forth below.
Adjustment Computation. Commencing on July 1, 2021, and thereafter on each annual anniversary of such date, the Fixed Rent shall be adjusted from time to time as follows:

(a) The Fixed Rent in effect for each Lease Year shall be equal the product of the Fixed Rent for the Lease Year ending June 30, 2021, multiplied by the fraction in which the Adjustment CPI (as defined below) is the numerator and Base CPI (as defined below) is the denominator. In no event shall any adjustment made pursuant to this Schedule or any decrease in the CPI ever result in a decrease in the Fixed Rent for any Lease Year below the Fixed Rent in effect at the end of the preceding Lease Year, which Fixed Rent shall, in that event, continue in effect until the next adjustment hereunder. Payment of the Adjusted Fixed Rent amount shall begin on the first day of the first calendar month of the Lease Year to which such Adjusted Fixed Rent applies.

(b) If (i) the CPI (as defined below) ceases using the 1982-1984 average of 100 as the basis of calculation, (ii) a significant change is made in the number or nature (or both) of items used to determine the CPI, (iii) Landlord and Tenant agree that the Adjustment CPI does not accurately reflect, in relationship to the Base CPI, the purchasing power of the dollar, or (iv) the CPI shall be discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the CPI, together with information which will make possible the conversion to the new index in computing the Adjusted Fixed Rent hereunder. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, Landlord and Tenant shall instead accept and use such other index or comparable statistics on the cost of living in the city or region in which the Premises is located that is computed and published by an agency of the United States or a responsible financial periodical of recognized authority.

(c) If for any Lease Year the adjustment in the Fixed Rent as set forth above is less than 2.5%, then in such case the Fixed Rent for the subject Lease Year shall be 2.5% higher than the Fixed Rent for the immediately prior Lease Year.

Payment Dates. All Fixed Rent, together with applicable sales tax, shall be due and payable on the 1st day of each calendar month, in advance, commencing on the Lease Date (on which date, if the same is not the first day of a calendar month, the partial month Fixed Rent and the next calendar month's full Fixed Rent shall be due and payable). All other Additional Rent shall be due and payable within ten days of receipt of written notice thereof from Landlord. Fixed Rent for any period during the Term which is less than one full month shall be prorated based upon the actual number of days of the month involved.

Definitions. As used herein, the term "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. As used herein, the term "Base CPI" means the most recently published CPI as of the last day of the last month immediately preceding July 1, 2020. As used herein, the term "Adjustment CPI" means the most recently published CPI as of the last day of the last month immediately preceding the commencement of the Lease Year for which the adjustment in Fixed Rent is being
determined. Unless otherwise specifically defined in this Schedule, capitalized terms shall have the same respective meanings as set forth in the Lease.
**KEYNOTES:**

- **PROPERTY LINE:**
  - EXISTING CONCRETE PAVING, WALKWAY, STAIRS
  - PREVIOUSLY APPROVED CLASSROOM BUILDING
  - EXISTING CHARTER SCHOOL
  - "DRA-201500245-A3 AND/OR RAMPS TO REMAIN
  - EXISTING TRASH ENCLOSURE TO REMAIN
  - NEW ASPHALT PARKING AREA WITH LANDSCAPE
  - NEW CONCRETE PAVING, WALKWAY, AND/OR RETAINING WALLS
  - ISLANDS - PAINTED STRIPING
  - COURTYARD
  - ACCESSIBLE ROUTE
  - LANDSCAPE

- **EXISTING PARKING AREA TO REMAIN**
  - 24'-0" TYP.
  - 8'-0" TYP.
  - 7'-3" TYP.
  - 5'-1" TYP.
  - 3'-10" TYP.
  - ISLANDS - PAINTED STRIPING
  - ACCESSIBLE PARKING PER 19.7.4.I

- **BUILDING CANOPY**
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- **EXISTING TRASH ENCLOSURE TO REMAIN**
  - 24'-0" TYP.
  - 8'-0" TYP.
  - 7'-3" TYP.
  - 5'-1" TYP.
  - 3'-10" TYP.
  - ISLANDS - PAINTED STRIPING
  - ACCESSIBLE PARKING PER 19.7.4.I

- **SERVICE AREA (SERVICE AREA TO BE COORDINATED WITHIN EXISTING BUILDING)**
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  - 3'-10" TYP.
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  - ACCESSIBLE PARKING PER 19.7.4.I
Property Owner Contact Information:

Nevada Sports Properties LLC
6457 Sunset Drive
Miami, FL 33143
Attn: Rosanne Wright
CERTIFICATE OF OCCUPANCY

THIS CERTIFICATE IS ISSUED PER THE BUILDING AND FIRE SAFETY ADMINISTRATIVE CODE

At the time of issuance, this building was deemed to be in substantial compliance with fire, safety and structural provisions of the adopted building codes and based upon periodic inspections of work during construction. This certificate of occupancy should not be relied upon as evidence that the construction is in actual compliance with all applicable building codes or that the construction meets the minimum standards of a specific industry.

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**Project: 20191002 SLAM Schedule Ow Date: Wed 10/2/19**

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**SLAM! Nevada**

**Facility Attachment 8 - Certificate of Occupancy**

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**Page 1**
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**Project: 20191002 SLAM Schedule Ow**

**Date: Wed 10/2/19**

**Facility Attachment 8 - Certificate of Occupancy**

**SLAM! Nevada**
August 18, 2016

Academica Nevada
1378 Paseo Verde Parkway
Suite #200
Henderson, NV 89012

NON-USE OF ASBESTOS CERTIFICATION

PROJECT NAME: SLAM ACADEMY

PROJECT ADDRESS: 1095 Fielders Street, Henderson, NV 89011

I certify that for the project described above that no asbestos-containing material (ACBM) was specified as a building material in any construction document for the building, or, to the best of my knowledge, no ACBM was used as any building material.

ethos three ARCHITECTURE

John C. Lopeman, AIA
## Facility Information

**Permit #:** PR0119496  
**Sr #:**  
**Name:** SLAM ACADEMY  
**SLAM ACADEMY 6-12 KIT:**  
**FPR - HIGH SCHOOL KITCHENS:**  
**Address:** 1095 FIELDS ST  
**Henderson, NV 89011**  
**District:** 18  
**Location:**  
**Risk Cat:**  
**Miles:**  
**Travel Time:**

### Nevada Clean Indoor Air Act
- **Compliance:**  
- **Required:**  
- **Exempt:**  
- **Contact Person:**

### Current Action
- **EH Action:**  
- **Service:**  
- **Date:** 8-24-16  
- **Time In:** 9:10  
- **Time Out:** 9:30  
- **Pending:**  
- **Result:**

### Special Notes:
929

### Comments:

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### General Food Establishment Equipment

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### Bar/Beverage Specific Equipment

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PERMIT APPROVED; RELEASED TO DISTRICT EHS.
PERMIT IS NOT APPROVED; CALL REPRESENTATIVE TO SCHEDULE INSPECTION.

Received by (signature): [Signature]  Reviewed by: [Signature]
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| ADDRESS |
| 1095 FIELDERS ST |
| Henderson, NV 89011 |

| CONTACT PERSON: |
| SLAM! Nevada |

<p>| SPECIAL NOTES |</p>
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**In = In compliance  OUT = Not In compliance  N/O = Not observed  N/A = Not applicable  COS = Corrected on-site during inspection  R = Repeat violation**

### Iminent Health Hazards - Notify SNHD and cease Operations as Directed

- Loss or interruption of electrical service other utility required for the operation of the heating and air conditioning. (NAC 444.56822 2.b.1)
- Interruption or contamination of potable water supply. (NAC 444.56822 2.b.3)
- Presence of insects, rodents or other vermin that constitutes a significant threat to health or safety. (NAC 444.56822 2.b.5)
- Improper disposal of sewage or liquid waste. (NAC 444.56822 2.b.4)
- Any condition or equipment used that constitutes unreasonable risk of physical injury. (NAC 444.56822 2.b.8)
- Presence of toxic material that is labeled, stored or used improperly. (NAC 444.56822 2.b.6)
- Toxic or noxious gases, vapors, fumes, mist or particulates in concentrations which are dangerous to life or health. (NAC 444.56822 2.b.7)
- Classrooms and other areas that occupy students or staff that has ambient temperatures less than 60 or more than 93 degrees Fahrenheit. (NAC 444.56822 2.b.9)

### SECTION 1 - Student Health

1. Isolation of sick students ensured. Resting surfaces of non-absorbing material cleaned and sanitized before use by a student.  

### SECTION 2 - Classrooms/Instruction and Vocational

2. Medications stored inaccessible to students in cabinets or in locked container in refrigerator.  

### SECTION 3 - Gym and Locker Rooms

8. Gym, locker rooms and associated activity or storage rooms maintained clean, in good condition, with sound surfacing and free from hazards.  

### SECTION 4 - Utilities, Custodial, Facilities

10. Custodians prepared to remediate areas contaminated by hazardous, biological or chemical materials.  

11. Drinking fountains accessible to students in classrooms or nearby study/work areas, clean and in good operating condition; supply of drinking water provided at outdoor events and gymnasiums.  

12. Lighting adequate as required. Bulbs/tubes lit and fixtures in good condition.  

13. Utility rooms/areas (electrical panels, riser, boiler, chiller) in good order, clean and secured inaccessible to unauthorized persons. GFCI installed and functioning as and where required.
### SECTION 4 - Utilities, Custodial, Facilities

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

### SECTION 5 - Playgrounds, Field, External Grounds

<p>| | | | | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Playground and field equipment properly installed, and maintained to CPSC requirements in a clean condition.</td>
<td>IN</td>
<td>OUT</td>
<td>N/A</td>
<td>COS</td>
<td>NO</td>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Playground/Field surfacing in good condition. Area clean and free from hazards. Meets CPSC requirements.</td>
<td>IN</td>
<td>OUT</td>
<td>N/A</td>
<td>COS</td>
<td>NO</td>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Walkways properly constructed and maintained</td>
<td>IN</td>
<td>OUT</td>
<td>N/A</td>
<td>COS</td>
<td>NO</td>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Garbage/refuse properly disposed of</td>
<td>IN</td>
<td>OUT</td>
<td>N/A</td>
<td>COS</td>
<td>NO</td>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Exterior of facility clean and free from litter and hazards</td>
<td>IN</td>
<td>OUT</td>
<td>N/A</td>
<td>COS</td>
<td>NO</td>
<td>R</td>
<td></td>
<td></td>
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</tbody>
</table>

### SECTION 6 - Food Service

<p>| | | | | | | | | | | | | |</p>
<table>
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<tr>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>Food storage in approved location; Refrigerators protected from vermin/spoilage</td>
<td>IN</td>
<td>OUT</td>
<td>N/A</td>
<td>COS</td>
<td>NO</td>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Snack bar or student store maintained and operating as required by health permit.</td>
<td>IN</td>
<td>OUT</td>
<td>N/A</td>
<td>COS</td>
<td>NO</td>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Unpermitted food activities occurring on campus.</td>
<td>IN</td>
<td>OUT</td>
<td>N/A</td>
<td>COS</td>
<td>NO</td>
<td>R</td>
<td></td>
<td></td>
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</tbody>
</table>

### VIOLATION COMMENTS

**Violations and Corrective Actions:**

<table>
<thead>
<tr>
<th>Violation</th>
<th>Corrective Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>No violations.</td>
<td></td>
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**Overall Inspection Comments:**

Gym not completed at time of final inspection. Contact SNHD to schedule inspection of gym when complete. 118.00 special circumstance fee will apply.

**Inspector name and phone number:**

John Cataline (702) 757-0579

Reviewed by: [Signature]  
Received by (signature): [Signature]  
Received by (printed):  
EHS (signature): [Signature]
## Facility Attachment 9 - Building Code Compliance

**FIELD SCHOOL BUILDING PLAN REVIEW CHECKLIST**

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

### FACILITY INFORMATION

<table>
<thead>
<tr>
<th>PERMIT #</th>
<th>ESTABLISHMENT NAME</th>
<th>PHONE #</th>
<th>COMPLIANCE SCHEDULE DUE</th>
<th>PRIMARY USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR0119495</td>
<td>SLAM ACADEMY</td>
<td>(702) 715-5915</td>
<td>EE7000665</td>
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</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>DISTRICT</th>
<th>LOCATION</th>
<th>MILES</th>
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<tbody>
<tr>
<td>1095 FIELDS ST</td>
<td>18</td>
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</table>

**SLAM! Nevada**

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>EHS</th>
<th>SERVICE</th>
<th>DATE</th>
<th>TIME IN</th>
<th>TIME OUT</th>
<th>PERMIT STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>653</td>
<td>910</td>
<td>8-24-16</td>
<td>9:30</td>
<td>9:50</td>
<td>PENDING</td>
</tr>
</tbody>
</table>

### SPECIAL NOTES

<table>
<thead>
<tr>
<th>PERSON ACTION</th>
<th>DATE</th>
</tr>
</thead>
</table>

**YES = In compliance  NO = Not In compliance  N/A = Not applicable**

### CLASSROOMS

1. LAVS H/C/TEMP 110 degrees
   - □ YES □ NO □ N/A

2. DURABLE
   - □ YES □ NO □ N/A

3. CLEANABLE
   - □ YES □ NO □ N/A

4. NON-ABSORBENT
   - □ YES □ NO □ N/A

### LIGHTING

5. CLASS 30 F/C
   - □ YES □ NO □ N/A

6. Art / Labs. 50 F/C
   - □ YES □ NO □ N/A

7. OTHER 20 F/C
   - □ YES □ NO □ N/A

8. FOUNT. 189° FR. LAV
   - □ YES □ NO □ N/A

### HVAC

9. CHILLER BACKFLOW
   - □ YES □ NO □ N/A

10. TOWER TREATMENT
    - □ YES □ NO □ N/A

11. 65 degrees - 85 degrees
    - □ YES □ NO □ N/A

### LABORATORIES/ART

12. E&W & SHOWER STA.
    - □ YES □ NO □ N/A

13. CHEM. RESISTENT
    - □ YES □ NO □ N/A

14. SINK W/H/C 110 degrees
    - □ YES □ NO □ N/A

15. FUME HOOD
    - □ YES □ NO □ N/A

16. SAFETY CABINETS
    - □ YES □ NO □ N/A

17. GAS SHUT OFF
    - □ YES □ NO □ N/A

18. GFCI CIRCUITS
    - □ YES □ NO □ N/A

19. TILE FLOORS
    - □ YES □ NO □ N/A

20. DW BACKFLOW
    - □ YES □ NO □ N/A

21. LOCKED STORAGE
    - □ YES □ NO □ N/A

22. VENTED KILN HOOD
    - □ YES □ NO □ N/A

### VOCATIONAL

23. SAFE STORAGE
    - □ YES □ NO □ N/A

24. SINK W/H/C 110 degrees
    - □ YES □ NO □ N/A

25. SECURED EQUIPMENT
    - □ YES □ NO □ N/A

26. SAFETY ZONES MARKED
    - □ YES □ NO □ N/A

27. POSTED ZONES/ INSTR.
    - □ YES □ NO □ N/A

28. E&W
    - □ YES □ NO □ N/A

29. GAS CYLINDER SECURED
    - □ YES □ NO □ N/A

### HOME ECONOMICS

30. DOMESTIC KITCH. OK
    - □ YES □ NO □ N/A

31. VENTHOODS
    - □ YES □ NO □ N/A
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>GFCI</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>33</td>
<td>SINK W/ H/C 110 degrees</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>34</td>
<td>H/C ALL SINKS 110 degrees</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>35</td>
<td>LOCKED CABINETS</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>36</td>
<td>TILE/CLEANABLE</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>37</td>
<td>E/W</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>38</td>
<td>GFCI</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>39</td>
<td>NON-ABSORBENT</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>40</td>
<td>ISOLATED</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>41</td>
<td>LOCKED ACCESS</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>42</td>
<td>BOILER BACKFLOW</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>43</td>
<td>MOPSINKS</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>44</td>
<td>DRAINAGE</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>45</td>
<td>SURFACE MEDIA</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>46</td>
<td>MEDIA DEPTH</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>47</td>
<td>RESTRICT. HEIGHT 8#</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>48</td>
<td>APPROVED EQUIP.</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>49</td>
<td>ACCESS / COVER</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>50</td>
<td>FALL ZONES 6#</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>51</td>
<td>NON-PHF SEALED</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>52</td>
<td>DOMESTIC OK</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>53</td>
<td>TILE (NO CARPET)</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>54</td>
<td>LIGHT COLOR</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>55</td>
<td>VERMIN PROOF</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>56</td>
<td>SHELVING</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>57</td>
<td>APPROVED (WELL)</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>58</td>
<td>20 PSI</td>
<td>□ YES □ NO □ N/A</td>
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<td>59</td>
<td>CROSS-CONNECTION CONTROL</td>
<td>□ YES □ NO □ N/A</td>
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<td>60</td>
<td>ADEQUATE HOT DISTR</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>61</td>
<td>NON-POTABLE MARK.</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>62</td>
<td>BACKFLOW (OTHER)</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>63</td>
<td>NO LEAD</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>64</td>
<td>APPROVED SYSTEM</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>65</td>
<td>NO CHEMICAL TOILET</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>66</td>
<td>CLEANABLE/NONAB</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>67</td>
<td>250 FT. MAX CLASS</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>68</td>
<td>TP/SOAP DISP.</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>69</td>
<td>H/C/TEMP SINK 110 degrees</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>70</td>
<td>FAUCET 20 SECS.</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>71</td>
<td>TOWELS/DRYERS</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>72</td>
<td>FOUNT. @ PG/GYM</td>
<td>□ YES □ NO □ N/A</td>
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<tr>
<td>73</td>
<td>SHOWERS 110 degrees PER UPC</td>
<td>□ YES □ NO □ N/A</td>
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<tr>
<td>74</td>
<td>TILE / IMPERVIOUS</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>75</td>
<td>1 LAV / 2 WC</td>
<td>□ YES □ NO □ N/A</td>
</tr>
<tr>
<td>76</td>
<td>ES BOYS 1:30</td>
<td>□ YES □ NO □ N/A</td>
</tr>
</tbody>
</table>
Facility Name: SLAM Academy

Date: 8-24-16

RESTROOMS/GYM (UPC GUIDES)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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<tbody>
<tr>
<td>77</td>
<td>ES GIRLS 1:25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>78</td>
<td>MS/HS BOYS 1:40</td>
<td></td>
<td></td>
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<tr>
<td>79</td>
<td>MS/HS GIRLS 1:30</td>
<td></td>
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<tr>
<td>80</td>
<td>KG 15# TOILETS</td>
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</table>

WASTE

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<th>NO</th>
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<tbody>
<tr>
<td>81</td>
<td>DUMPSTER AREA</td>
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</tr>
<tr>
<td>82</td>
<td>CAN WASH AREA</td>
<td></td>
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<tr>
<td>83</td>
<td>OTHER:</td>
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</table>

VIOLATION COMMENTS

Violations and Corrective Actions:

<table>
<thead>
<tr>
<th>Violation</th>
<th>Corrective Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Overall Inspection Comments:

Gym not completed at time of inspection. Contact SNHD for gym inspection when complete. $18,000 special circumstance fee will apply for additional inspection.

Approved for operation.

Inspector's name: Susan Lang

Reviewed by: [Signature]

Received by: [Signature]
<table>
<thead>
<tr>
<th>Date</th>
<th>Building Code Compliance ID</th>
<th>Result</th>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>08-19-2016</td>
<td>9899 - FIRE FINAL</td>
<td>PASS</td>
<td>STASIK, BRADLEY</td>
<td>702-275-6523</td>
</tr>
</tbody>
</table>
August 4, 2016

Mr. Jacob Smoot
Facility Manager
SLAM Academy of Nevada
1378 Paseo Verde Parkway, Suite 200
Henderson, NV 89012

Dear Mr. Smoot:

This letter confirms your August 4, 2016 request for an on-site consultation survey.

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

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

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

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

In addition, if you have a union work force, an employee representative must be offered the opportunity to participate in the opening conference, physical inspection of the facility, and the closing conference. If there is an objection to holding joint opening and closing conferences, the
consultant will conduct separate conferences with the employer and the employee representatives. If you have a union workforce, please ensure that the employee representatives are notified of the opening and closing conference dates and times.

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

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

Sincerely,

Bob Harris
Consultation Supervisor