



**FUTURO ACADEMY CHARTER SCHOOL**  
PROPOSED AMENMDENT  
RFA 8: LOTTERY CHANGE

**RESPECTFULLY SUBMITTED BY IGNACIO PRADO**

**ON BEHALF OF THE BOARD OF TRUSTEES**

**Approved October 27, 2021**

## TABLE OF CONTENTS

<b>Executive Summary</b>	<b>1</b>
<b>Specific RFA 8: Lottery Change</b>	<b>3</b>
<b>Exhibit A - Lottery Policy Change</b>	
<b>Exhibit B - Articulation Agreement between Futuro Academy and Equipo Academy</b>	
<b>Exhibit C - Futuro Academy Application (Tentative 2022-23, Opening 1/4/2022)</b>	
<b>Exhibit D - Good Cause Exemption Request</b>	
<b>Exhibit E - Agenda for 10/27/21 Approval of Request</b>	
<b>Exhibit F - Draft Minutes of 10/27/21 (unapproved)</b>	

**EXECUTIVE SUMMARY**

---

**About Futuro Academy**

---

Through rigorous academics and personal excellence, Futuro Academy Charter School educates all K-5 scholars to excel through middle school, into high school, and at the university of their choice.

Inequity in educational outcomes across lines of race, language, and class are the civil rights issue of our time. Throughout our country, and here in the Las Vegas Valley, there remains a persistent achievement gap which begins in Kindergarten and has life-long implications for (a) success in all grades K-12, (b) equitable access to college and professional opportunities, and (c) the economic and democratic fabric of our city, state, and nation.

All students can achieve when given the real opportunity to do so through a quality public school that is designed and led to ensure their academic and life success. We embrace the challenge of serving an at-risk population in East Las Vegas as the most important work required to ensure a strong future for all of the children growing up in our city. As a founding team, we firmly believe that the success of our mission will change the community by creating, first, hundreds of high quality K-5 seats in a community that currently has scarce access, and over time, by creating a future of a strong, skilled, united Las Vegas in which all students have the necessary academic and character foundation to (1) be our next generation of business, political, educational, and community leaders and (2) build lives of opportunity for themselves and their families.

We are a K-5 college preparatory charter school currently with 480 currently enrolled students. Our goal is to work for the families of East Las Vegas, built upon rigorous academics and personal excellence, and that (a) draws upon the most successful practices of the highest achieving charter school across the country, (b) leverages the resources of and relationships with a national network of high performing schools on behalf of our staff and students, and (c) puts all children on the road to college and life success starting in Kindergarten.

**Proposed Amendment**

---

Futuro Academy is requesting a SPECIFIC RFA: Academic #8: Change(s) in lottery by entering into an articulation agreement with Equipo Academy, a public 6-12 college preparatory charter school in East Las Vegas. Futuro Academy is seeking to put in place an articulation agreement as governed by NRS388.456 s1(d):

Before a charter school enrolls pupils who are eligible for enrollment pursuant to [NRS 388A.453](#), a charter school may enroll a child who:  
(d) Is enrolled at a charter school with which the charter school has an articulation agreement, approved by the sponsor, providing for priority enrollment.

The requested lottery change, attached as Exhibit A in this amendment request, seeks to create:

1. Priority enrollment for students promoting from 5<sup>th</sup> grade at Futuro Academy into 6<sup>th</sup> grade at Equipo Academy
2. Put in place reciprocal priority enrollment for siblings enrolled at both campuses, and children of staff or board members employed at both campuses.

This request does not represent a change in academic model or target community, as both campuses are located in East Las Vegas approximately one mile from each other, and generally enroll students from within the same community.

The central goals of requesting this amendments are:

1. To provide an integrated, comprehensive K-12 education experience from two schools that share significant similarities in mission and vision
2. To promote greater collaboration in enhancing the family experience transitioning between elementary and secondary grades
3. To ultimately promote greater proficiency and mastery of academic content resulting college and career readiness of students in East Las Vegas enrolled at Futuro Academy and Equipo Academy

The schools are strictly and exclusively requesting to enter into an articulation agreement, attached as Exhibit B. There are no planned changes to governance, management, or fiscal structures in place for either charter holder, and no further amendments are being requested to any other facet of school operations for either charter holder as part of this amendment request.

### **Capacity and Assurances**

---

Futuro Academy is a single site school whose founding school leaders is still in place, (Ignacio Prado), and whose operational and instructional leadership teams are comprised of founding staff.

Futuro Academy engages in best practices for reviewing and revising all disciplinary policies and practices to ensure constant progress towards equitable practices and outcomes, including regular reviews disciplinary data for subgroup trends. Both campuses are committed to restorative practices and to maximizing instructional time by adding scaffolds and supports for students to succeed in a school setting. Analyzing trends since 2017, both the overall volume and disproportionality of all methods of discipline has significantly decreased as a result of intentional actions by school leadership and staff, including targeted development of all staff. Record keeping is maintained in Infinite Campus to ensure easy internal and external data access for analysis and compliance.

Furthermore, Futuro maintains a constant monitoring of enrollment trends to ensure a close match to community. Similarly, across all years of operation, Futuro Academy has made progress in reflecting the neighboring community schools enrollment, including having receiving the highest ratings by the SPCSA on all indicators except for students with IEPs for which Futuro Academy has a similar but still trailing gap in reflecting the neighboring community. Futuro Academy has made progress in closing that gap every year of operation, and is continuing to do so in 2021-22.

Our hope is that this enrollment articulation will create a venue for future collaboration with Equipo Academy in growing our capacity to meet all of the challenges above via collaboration across our educator and staff communities.

## **SPECIFIC RFA 8: Lottery Change**

---

### **Current Enrollment Plan**

---

Futuro Academy intends to effectively leave in place the same enrollment plan as prior years for the remainder of the charter contract, with only one material change – an amendment to priority policies to account for the articulation agreement attached as Exhibit B, resulting in the policy and enrollment plan attached as Exhibit A, described in the Executive Summary.

The potential change will be tentatively communicated with Futuro families via SchoolMint and via paper flyers beginning The last full week of November 2021 after successful submission of the Request for Amendment, with subsequent confirmation once the SPCSA provides final approval.

Additionally, the lottery priorities will be updated and posted on the Futuro Academy website once approved by the SPCSA, and then subsequently included in collateral produced in the course of the regular enrollment plan including but not limited to social media advertising, mailing campaigns, and in person events and orientations. A tentative application for Futuro Academy, expected to be open on January 4, 2021 is included as Exhibit C.

## Student Enrollment Policy

PROPOSED ENROLLMENT POLICY AMENDMENT – APPROVED 10/27/21

Per NRS 388A.456

1. Futuro Academy will enroll siblings of currently enrolled students
2. If space exists after planned enrollment in Tier 1 and if applicable, Futuro Academy will enroll any students who were enrolled in pre-kindergarten or early childhood programs that are free of cost and operated on a lottery basis and is associated with Futuro Academy
3. If space exists after planned enrollment in Tier 2, Futuro Academy will enroll any siblings of students enrolled at Equipo Academy Charter School as long as an articulation agreement remains in place between Futuro Academy and Equipo Academy
4. If space exists after planned enrollment in Tier 3, Futuro Academy will enroll children of current staff members or board members at Futuro Academy for applicable offered grades.
5. If space exists after planned enrollment in Tier 4, Futuro Academy will enroll children residing within two (2.0) miles of the Futuro Academy campus located at 920 N. Lamb Boulevard, Las Vegas, NV 89110.
6. If space exists after planned enrollment in Tier 5, Futuro Academy will enroll students residing in the state of Nevada.

Ignacio Prado 11/17/2021 3:28 PM

**Comment [1]:** Tier added conditional on approval and MOU with Equipo being in place

Ignacio Prado 11/17/2021 3:28 PM

**Comment [2]:** Amended to include board member parallel Equipo policy

Futuro Academy will use strategies in English and Spanish that will minimally include, but not be limited to:

- Direct mailing promotional materials within two (2) miles of the site of Futuro Academy

- Purchase of targeted demographic lists to reach families likely to enroll students and residing within two (2) miles of Futuro Academy
- Conduct comprehensive outreach program of all community organizations and events within two (2) miles of the site of Futuro Academy
- Conduct online promotion using typical channels such as social media and online advertising, and leveraging our website as a digital portal for intent to enroll forms and application portals
- Establish strategic partnerships with day care and pre-Kindergarten providers within a five-mile radius of Futuro Academy
- Establish strategic partnerships with programs serving students considered at-risk, including students with disabilities, students in poverty, and students at risk of academic failure

The level and methods of outreach reflect our priority to ensure that the neighborhood population of Futuro Academy is given fair notice about the opportunity to attend, and therefore to produce a student population that reflects and serves the community in which the school is located.

Generally, Futuro Academy will operate based on these enrollment policies in perpetuity, which it will publish and make public for the benefit all applicants and currently enrolled families: (1) If the number of applications received during an enrollment window does not exceed the number of spaces available, including by grade, all pupils who applied shall be enrolled in our school. (2) If the number of applications received during the window exceeds the number of spaces available, including by grade, **all** enrollment applications received during the window will be subject to the lottery. The lottery will be conducted immediately after the close of the enrollment window. (3) Pupils whose applications are not selected by the lottery, if they wish, will be placed on an enrollment waiting list **in the order determined by the lottery**. (4) Pupils who seek enrollment after the lottery in 2 and 3, above, is conducted (after the window closes) will be added to the enrollment waiting list, **and are assigned a waiting list number on a first-come, first-serve basis behind all applicants sorted in the lottery**. (5) An enrolled pupil will not be required to re-enroll through lottery. That is, once a pupil has been enrolled, they will be able continue their schooling at the school. The school will request information affirming that the pupil intends to return to the school for the next grade, but pupils will not be denied the opportunity to return to our school for the next grade level unless they are voluntarily unenrolled. (6) Our school will not “close enrollment” except as described in NAC 383.353. Enrollment is always “open” in that our school will always accept enrollment applications. Applications received after an enrollment window closes are placed on an enrollment waiting list if the school or grade is “full” per NAC 386.353. Pupils will be chosen for enrollment from the waiting list as described above. (7) If/when we add new, higher grades, the

pupils in our school's formerly highest grade will automatically be enrolled in the school's new next grade provided their parent/guardian has answered in the affirmative to return in the next school year.

**LEGISLATIVE CITATION:**

**NRS 388A.456 Priority enrollment for certain children; timeline for lottery; school districts required to create, maintain and post list regarding enrollment.**

1. Before a charter school enrolls pupils who are eligible for enrollment pursuant to [NRS 388A.453](#), a charter school may enroll a child who:

(a) Is a sibling of a pupil who is currently enrolled in the charter school.

(b) Was enrolled, free of charge and on the basis of a lottery system, in a prekindergarten program at the charter school or any other early childhood educational program affiliated with the charter school.

(c) Is a child of a person:

(1) Who is employed by the charter school;

(2) Who is a member of the committee to form the charter school;

(3) Who is a member of the governing body of the charter school; or

(4) Who resides on or is employed on the federal military installation, if the charter school is located on a federal military installation;

(d) Is enrolled at a charter school with which the charter school has an articulation agreement, approved by the sponsor, providing for priority enrollment.

(e) Is in a particular category of at-risk pupils and the child meets the eligibility for enrollment prescribed by the charter school for that particular category.



(f) At the time his or her application is submitted, is enrolled in a public school of a school district with an enrollment that is more than 25 percent over the public school's intended capacity, as reported on the list maintained by the school district pursuant to subsection 4. If a charter school enrolls pupils who are enrolled in such a public school before enrolling other pupils who are eligible for enrollment, the charter school must enroll such pupils who reside within 2 miles of the charter school before enrolling other such pupils.

(g) At the time his or her application is submitted, is enrolled in a public school that received an annual rating established as one of the two lowest ratings possible indicating underperformance of a public school, as determined by the Department pursuant to the statewide system of accountability for public schools for the immediately preceding school year. If a charter school enrolls pupils who are enrolled in such a public school before enrolling other pupils who are eligible for enrollment, the charter school must enroll such pupils who reside within 2 miles of the charter school before enrolling other such pupils.

(h) Resides within the school district and within 2 miles of the charter school if the charter school is located in an area that the sponsor of the charter school determines includes a high percentage of children who are at risk. If space is available after the charter school enrolls pupils pursuant to this paragraph, the charter school may enroll children who reside outside the school district but within 2 miles of the charter school if the charter school is located within an area that the sponsor determines includes a high percentage of children who are at risk.

2. If more pupils described in this section who are eligible apply for enrollment than the number of spaces available, the charter school shall determine which applicants to enroll pursuant to this section on the basis of a lottery system.

3. A lottery held pursuant to subsection 2 must be held not sooner than 45 days after the date on which a charter school begins accepting applications for enrollment unless the sponsor of the charter school determines there is good cause to hold it sooner.

4. Each school district shall create and maintain a list which specifies for each public school of the school district, the maximum enrollment capacity for each school, the actual number of pupils enrolled at each school and the percentage by which enrollment at each school exceeds the intended enrollment capacity, if applicable. Each school district shall post the list on the Internet website maintained by the school district as soon as practicable after the count of

pupils is completed pursuant to [NRS 387.1223](#) but not later than November 1 of each year.

(Added to NRS by [1997, 1850](#); A [1999, 3301](#); [2001, 3135](#); [2003, 2960](#); [2005, 1537, 1664, 2404, 2540](#); [2007, 3029](#); [2009, 261, 580](#); [2013, 2929](#); [2015, 242, 1127, 1254, 1835, 3299](#); [2017, 3397](#)) — (Substituted in revision for part of NRS 386.580)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is made as of \_\_\_\_\_ by and between Futuro Academy, a Nevada Non-Profit Corporation and Public Charter School (“Futuro”), and Equipo Academy, a Nevada Non-Profit Corporation and Charter School (“Equipo”) and shall continue in force until terminated pursuant to its provisions herein. Futuro and Equipo are referred to collectively as the “Parties” or individually as a “Party”.

WHEREAS, Futuro and Equipo would like to provide an academic college preparatory Kingergarten to Twelfth Grade educational experience through an enrollment pipeline governed by a mutual agreement (the “Articulation Compact”) for students in kindergarten through twelfth grade attending their schools located at the Futuro campus at 920 N. Lamb Boulevard, Las Vegas, 89110 and the Equipo Campus at 4131 E. Bonanza Road, Las Vegas Nevada 89110 (the “Campuses”);

WHEREAS, Futuro Academy has developed a grades K-5 program and Equipo has developed a grades 6-12 sponsored by the Nevada State Public Charter School Authority (the “Sponsor”); and

WHEREAS, the Parties are desirous of entering into a relationship whereby Futuro and Equipo will to provide the agreement on an exclusive basis for students attending the Parties Campuses;

THEREFORE, the parties voluntarily enter into this binding Agreement that sets forth the mutual goals and agreement between the parties in regard to the Articulation Compact:

1. The Parties agree to amend their enrollment policies and lottery procedures (the “Lotteries”) to provide lottery tier priority to students enrolled at each Parties’ Campus, second only to lottery priority tiers enabling siblings of current campus students and Prekindergarten students located at each school’s Campus, attached as Exhibit A,
2. The Parties agree to mutually implement Lotteries, including at a minimum identical open enrollment and lottery dates, and identical application of post lottery enrollment priority policies by August 30 annually for the subsequent school year.
3. The Parties agree to maintain a common application and initial enrollment system, and to make all reasonable efforts in verification of priority applications involving students applying and enrolled at both Campuses,
4. Both Parties shall, at their own cost and expense, maintain and keep in force at all times their own minimum staffing and related expenses regarding enrollment management at their respective Campus.
5. The Parties shall not charge a fee for its students or staff to participate in the Articulation Compact.

6. Each party agrees to indemnify and hold the other harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the other party that result from the acts or omissions of the first party, that party's employees, if any, and that party's agents.
7. If any portion, provision or part of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part of this Agreement shall be severed from the remaining portions or parts of this Agreement and shall not in any way affect the validity or enforceability of such remaining portions, provisions or parts.
8. The Parties to this Agreement and their attorney(s) have reviewed this Agreement, and accordingly, the normal rule of construction that any ambiguities are to be construed or resolved against the drafting party will not be employed in the interpretation of this Agreement.
9. This Agreement contains the complete understanding between the Parties, and no other promises or agreements shall be binding unless signed by the Parties thereto. In signing this Agreement, the Parties are not relying on any fact, statement or assumption not set forth in this Agreement.
10. By signing below, the Parties indicate that they have carefully read and understood the terms and conditions of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions.
11. This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada, without regard to conflict of law provisions. The exclusive venue for any action brought to enforce the terms of this Agreement, or any claim based on or arising out of this Agreement, shall be in Clark County, Nevada.
12. This Agreement shall not be amended or modified except in a written instrument executed by both of the Parties hereto. The Parties shall not assign their rights or obligations under this Agreement without the prior written consent of the other Party.
13. This Agreement shall be automatically renewed for annual terms unless otherwise terminated by one of the Parties. Either Party shall have the right to terminate this Agreement at any time, for any reason, upon 60 days prior written notice to the other or by May 30 annually for the subsequent school year, which notice shall be delivered via postage pre-paid first class U.S. mail and same day Email with receipt requested. All notices required to be given under this agreement shall be sent as follows:

To Futuro:  
Ignacio Prado  
920 N. Lamb Blvd.  
Las Vegas, NV 89110  
Email: [director@futuroacademy.org](mailto:director@futuroacademy.org)

To Equipo:  
Ben Salkowe  
4131 Bonanza Ave.  
Las Vegas, NV 89110  
Email: [ben.salkowe@equipoacademy.org](mailto:ben.salkowe@equipoacademy.org)

14. This Agreement may be executed in counter-parts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

FUTURO ACADEMY  
a Nevada Non-Profit Corporation

EQUIPO ACADEMY  
a Nevada Non-Profit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
It's authorized representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
It's authorized representative



# Application for Admission 2022-2023 School Year

Futuro Academy Charter School is a new free and public charter school that is currently accepting applications for students entering Kindergarten through Fifth Graders in the 2022-23 school year.

**To apply, a student must meet the following criteria:**

- ✓ Student is a resident of Nevada at the time of the application
- ✓ If applying to kindergarten, the student must turn 5 years old by September 30, 2022
- ✓ If applying to first grade, the student will have successfully completed kindergarten prior to the first day of school

To submit an application, you may visit [www.futuroacademy.org](http://www.futuroacademy.org) to complete an online application, or mail this application to Futuro Academy, 920 N. Lamb Boulevard, Las Vegas NV 89110.

## Student Information (Every Student Requires a Separate Application)

**Student Name** (As it appears on birth certificate) \_\_\_\_\_

Male  Female

Age: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Current Grade:	Not in School <input type="checkbox"/>	Preschool <input type="checkbox"/>	K-3 <sup>rd</sup> Grade <input type="checkbox"/>
Grade Applying For (2018-19):	Kindergarten <input type="checkbox"/>	First Grade <input type="checkbox"/>	Second Grade <input type="checkbox"/> Third Grade <input type="checkbox"/> Fourth Grade <input type="checkbox"/>

Current School (if any): \_\_\_\_\_

Zone District School: \_\_\_\_\_

Zone school information at <https://ccsd.net/schools/zoning/>

Student Home Address: \_\_\_\_\_

Street number and name

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Siblings applying/attending Futuro Academy? \_\_\_ No \_\_\_ Yes- Names: \_\_\_\_\_

Siblings attending Equipo Academy? \_\_\_ No \_\_\_ Yes- Names: \_\_\_\_\_

## Parent/Guardian Information

**Mother/Guardian Name:** \_\_\_\_\_  Lives w/ child?

Phone Number #1: \_\_\_\_\_

Phone Number #2: \_\_\_\_\_

Email: \_\_\_\_\_

Language Preference \_\_\_\_\_

**Father/Guardian Name:** \_\_\_\_\_  Lives w/ child?

Phone Number #1: \_\_\_\_\_

Phone Number #2: \_\_\_\_\_

Email: \_\_\_\_\_

Language Preference \_\_\_\_\_

How did you hear about Futuro Academy? (Check all that apply)

- Mailing     Head Start     Website     Facebook     Door hanger/Visit by volunteer    Other \_\_\_\_\_

## Parent/Guardian Signature

I, the undersigned, certify that the above information is correct and that I will notify Futuro Academy Charter School of any changes to the information provided on this form. This application is no way an obligation to attend Futuro Academy.

\_\_\_\_\_  
**Signature**



## Aplicación para Admisión Año Escolar 2022-2023

Futuro Academy Charter School es escuela nueva gratis y publica que esta aceptando aplicaciones para estudiantes entrando Kindergarten a Quinto Grado el año escolar 2022-23.

### Para aplicar, un estudiante:

- ✓ Tiene que residir en el estado de Nevada a el tiempo de aplicación
- ✓ Si aplica por kindergarten, el estudiante tiene que cumplir 5 años antes de 30 de Septiembre, 2022
- ✓ Si aplica por el primer grado, el estudiante necesita haber completado Kindergarten antes de el primer día de escuela

Para entregar su aplicación, puede visitar [www.futuroacademy.org](http://www.futuroacademy.org) para aplicación online, o mande por correo a Futuro Academy, 920 N. Lamb Boulevard, Las Vegas NV 89110.

### Información de Estudiante (Cada Estudiante Necesita su Propia Aplicación)

Nombre Legal de Estudiante \_\_\_\_\_

Masculino  Femenino  Edad: \_\_\_\_\_ Fecha de Nacimiento: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Grado Corriente: No en la Escuela  Preschool  K-3er Grado

Grade Aplicando (2018-19): Kindergarten  Primer Grado  Segundo Grado  Tercer Grado  Cuarto Grado

Escuela Corriente (o no): \_\_\_\_\_ Escuela de Distrito por Zona : \_\_\_\_\_  
Información de zonas escolares <https://ccsd.net/schools/zoning/>

Dirección de Estudiante : \_\_\_\_\_  
Numero y Nombre de Calle

Cuidad \_\_\_\_\_ Condado \_\_\_\_\_ Estado \_\_\_\_\_ Zip Code \_\_\_\_\_

Tiene hermano/a aplicando/asistiendo a Futuro Academy? \_\_\_ No \_\_\_ Si-Nombre/s: \_\_\_\_\_

Tiene hermano/a asistiendo a Equipo Academy? \_\_\_ No \_\_\_ Si-Nombre/s: \_\_\_\_\_

### Información de Padres/Apoderados

Madre/Apoderada- Nombre: \_\_\_\_\_  Vive con el niño?

Teléfono #1: \_\_\_\_\_ Teléfono #2: \_\_\_\_\_

Email: \_\_\_\_\_ Lenguaje de preferencia \_\_\_\_\_

Padre/Apoderado- Nombre: \_\_\_\_\_  Vive con el niño?

Teléfono #1: \_\_\_\_\_ Teléfono #2: \_\_\_\_\_

Email: \_\_\_\_\_ Lenguaje de preferencia \_\_\_\_\_

Como se entero de Futuro Academy? (Chequea cada que aplique)

Correo  Preschool  Website  Facebook  Visita de un voluntario Otro \_\_\_\_\_

### Firma de Familiar/Apoderado

Yo certifico que la información en esta aplicación es correcta y que notificare a Futuro Academy Charter School por cualquier cambio a esta información en esta aplicación. Esta aplicación no es una obligación a atender Futuro Academy.

\_\_\_\_\_  
Firma



**Futuro Academy Charter School**

**920 N. Lamb Boulevard**

**Las Vegas, NV 89110**

**Tel: 702-509-1612**

From: Khanh Andersen, Futuro Board of Trustees President

Date: 11/16/21

Subject: Contract Amendment Request and Good Cause Exemption

To:

State Public Charter School Authority (SPCSA)

1749 N. Stewart Street, Suite 40

Carson City, NV 89706

---

Dear Honorable Members of the SPCSA and SPCSA Staff,

On behalf of Futuro Academy Charter School in East Las Vegas (Futuro), I am requesting the SPCSA grant us a Good Cause Exemption to amend our charter outside of the traditional amendment cycle. Over the past two years, Futuro has engaged in a robust process with Equipo Academy to gather community input into lottery priority including board members, staff, and family input. This process included school visits, surveys and various other forms of input gathering that predate the COVID-19 crisis, but that were put on hold while both schools navigated the uncertain landscape of school re-openings and operations during the crisis. Since earlier this fall, our school leadership representatives coordinated our timeline with SPCSA staff to accommodate this Good Cause Exemption in support of providing this lottery priority for our first class of students promoting out of 5<sup>th</sup> grade at Futuro, and to do so in a practicable timeline to meet Futuro and Equipo's application and lottery windows in time for School Year 2022-23 enrollment.

The Futuro Board of Trustees unanimously approved this request to amend our charter at our meeting held October 27, 2021.

Thank you for your consideration of our request.

Khanh Andersen

Printed Name of Charter School Representative

A handwritten signature in black ink, appearing to read "Khanh Andersen", written over a horizontal line.

Board President

Title





**Board of Trustees Meeting - Rescheduled  
October 27, 2021  
920 N. Lamb Boulevard, Las Vegas, NV  
Room – Conference Room**

**I. Call To Order**

A Meeting of the Futuro Academy Charter School, a Nevada nonprofit corporation, was held on October 27, 2021 and was called to order at approximately 6:09 pm. Those in attendance did constitute a quorum:

**Present (remotely):** Khanh Andersen, Sylvia Espinoza (Ex-Officio Non-Voting), Mark Mendiana, Grace Funcion, Ela Garcia, Brian Rosenberg, Richard Manhattan

**Absent:** Julio Meza, Abigayle Farris

**Also in attendance:**

- In person - Ignacio Prado (Lead Founder & Executive Director)
- Remote – Kristin Dietz (EdTec, back office support)
- Remote – Jamie Williams, Derrick DeBruyne (CLA, Audit Presentation)

**II. Public Comment – 6:12 pm**

None present.

**III. Approval of Previous Minutes**

Motion to approve the September 1 2021 minutes made by Garcia. Seconded by Mendiana.

-Passed Without Dissent

**Reports**

**IV. Executive Director Report**

- Prado delivered the Executive Director report attached, along with any official communications from the NDE or SPCSA as applicable.

**V. Committee Reports**

**Academic Committee**

- Did not meet

**Facility Committee**

- Did not meet

**Finance Committee**

- Did not meet

**Development Committee**

- Did not meet

**Governance Committee**

- Did not meet

## Information/Possible Action

### **VI. Financial Presentation – FY 2021-22 Cash Update**

Discussion: The board received a presentation from Kristin Dietz (EdTec). There are some ongoing difficulties with managing reimbursement of federal grants both regular and pandemic related due to delays with processing at the State Public Charter School Authority and the Nevada Department of Education. As such, we have had to utilize our line at CAM to maintain appropriate cash balances. Biggest unknowns are timing of Title I revenues, and ESSER I and ESSER II revenues that have been spent, but not yet reimbursed. Kristin provided an up to date pending reimbursement total exceeding \$500,000 going back to FY20 Consolidated Grants, which is expected to clear in the fall of 2021. The annual forecast was provided with various updated categories due to actuals, with a re-budget expected in the upcoming mid-year meeting.

### **VII. CLA Audit Report – FY21**

Discussion: The representatives from CLA presented the Audit report for FY21 as attached. This is a clear audit, with an improvement in the school's net position despite the GASB convention of assuming Futuro's share of unfunded PERS liability. The representatives covered the financial reporting and the required board communication for acknowledgement.

Motion to acknowledge and accept the FY21 audit by Rosenberg. Seconded by Manhattan.

-Passed Without Dissent

### **VIII. 900-920 North Lamb Lease Amendment**

Discussion: The Executive Director indicated that the City of Las Vegas attorney recommended changes to the approved lease on 9/1/21 to include language clarity on a few clauses, but to make no material changes to the terms or costs of the facility. The redlined draft was presented for correlation of the various technical changes.

Motion to approve 900-920 North Lamb Leas Amendment as modified by the City of Las Vegas made by Manhattan. Seconded by Garcia.

-Passed Without Dissent

### **IX. Futuro Academy – Equipo Articulation Agreement**

Discussion: The Executive Director presented various documents in including draft motion language, and Articulation MOU and a memo detailing the process to arrive at an agreement for an Articulation Agreement with Equipo Academy Charter School specifically. Some board members raised some concerns regarding this being an exclusive partnership, which was clarified to indicate that this articulation agreement allows a family to take advantage of a lottery priority, but does not preclude families from making other choices in enrollment after 5<sup>th</sup> grade, nor does it obligate Futuro Academy to perpetuate this agreement due to termination clauses, nor does it exclude other partnerships from being formed. Other board members presented input from participation in past retreats where this topic was addressed, and expressed support for proceeding with the partnership.

Motion to adopt the following motion: **"The Board of Futuro Academy Charter School, operating under a current contract with a start date of July 1, 2020 and a six-year expiration date of June 30, 2026, requests that the SPCSA approve this request via Good Cause Exemption to amend its charter school contract with**

**the SPCSA so as to enter into an articulation agreement with Equipo Academy as permitted under NRS 388A.456(1)(d)” made by Garcia. Seconded by Mendiana.**

-Passed Without Dissent

**X. Safe and Inclusive Schools Policy**

Discussion: The board did not take up this item, and instead remanded to committee for further review.

**XI. Adoption of the Qualified Retirement Plan – Futuro Academy 401k**

Discussion: The Executive Director requested approval of the presented board resolution as part of the process of installing a 401k plan option for Futuro Academy employees to provide an investment vehicle, but no matching or vesting.

Motion to approve the 401k Board Resolution made by Manhattan. Seconded by Rosenberg

-Passed Without Dissent

**XII. CAM – Increase of Line of Credit from \$400,000 to \$800,000**

Discussion: The Executive Director requested the increase indicated by the amended agreement in order to conform with two challenges: a. the ongoing delay in receiving federal and state fund reimbursements exceeding the entire line limit, and b. the natural growth of Futuro Academy since it’s ratification in 2019 when intended to be between 60-90 days cash, but which now \$400,000 is significantly less than that. The \$800,000 line is closer to 90 days cash, and should allow cash management to absorb for reimbursement and ADE adjustments.

Motion to ratify the CAM LOC amendment by Manhattan. Seconded by Garcia.

-Passed Without Dissent

**XIII. Futuro Reopening Policies and Protocols – Amendment**

Discussion: The Executive Director requested approval of modifications to the protocols to reckon with evolving guidance by the SNHD which includes tight contact tracing by seating chart, as well as to anticipate the availability of pediatric vaccines. Policies are amended to reduce the number of cohort quarantines and to shift toward seat based contact tracing, as well as to govern applying vaccination information gathering and subsequent exemptions. The proposed changes are presented in red-line format for approval.

Motion to ratify the Reopening Policies and Protocols Amendment by Manhattan. Seconded by Garcia.

-Passed Without Dissent

**XIV. ACES (Assessment and Comprehensive Educational Services) Agreement for Contract Services**

Discussion: The Executive Director requested approval of the presented agreement to add capacity to contract further psychologist and special education facilitator needs as there is a high demand for addressing special education services and our current provider is finding some positions hard to fill. The board indicated support, in particular due to the easy termination clause included in the agreement.

Motion to approve the ACES Agreement made by Manhattan. Seconded by Mendiana.

-Passed Without Dissent

**XV. Futuro Board Recruitment and Requirements**

Discussion: The President indicated that we have at least 2 board positions that we are looking to fill in the upcoming calendar year, to be vetted and voted upon by 12/15/21. The president indicated referrals should be provided to the President for next steps, including background check processes for appointees. The same processes may need to be audited and redone for any ASD era appointments, or COVID appointments that were not met due to closures, etc.

**XVI. Public Comment – 8:17 pm**

None present

Closed Public Comment at 8:17 pm.

**XIII. Adjournment**

Motion to adjourn by Funcion at approximately 8:18 pm.

\_\_\_\_\_  
**Date of Approval**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Date Signed**