

STATE PUBLIC CHARTER SCHOOL AUTHORITY



2022 CHARTER SCHOOL REQUEST FOR AMENDMENT TO CHARTER CONTRACT APPLICATION

For Additional Instructions, please see the [Amendment Application Guidance Document](#)

For the: **Oasis Academy**

Date Submitted: July 20, 2023

Current Charter Contract Start Date: July 1, 2023

Charter Contract Expiration Date: June 30, 2032

Key Contact: Melissa Mackedon

Key Contact title: CEO

Key Contact email and phone: 775-427-2347

Date of School Board approval of this application: Click or tap here to enter text.

Deadlines

	Spring Cycle	Fall Cycle
Notice ¹ of Intent to submit Request for Charter Amendment (RFA)	No Later Than: March 1	No Later Than: September 1
Request For Amendment (RFA)	Due between April 1 – 15	Due between October 1 – 15
Board Meeting for Possible Action (tentative and subject to change)	June board meeting	December board meeting

RFA application processing includes an initial high-level completeness check followed by an ongoing completeness check as specific, relevant sections of the application are reviewed in detail.

¹ Notice or Letter of Intent

Section I: Standard RFA Requirements

A) EXECUTIVE SUMMARY

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

Oasis Academy is a k-12 charter school founded in 2011, located in Churchill County Nevada. Oasis Academy serves 733 students. Oasis Academy has consistently been a 5-star school since it opened and has met standards on all organizational and financial frameworks.

2. Statement and overview of the mission and vision

Core Belief

We believe in the inherent worth and potential of each human and in the life- changing power of learning.

Mission Statement

Improving Lives Through Opportunity

Values

Students First- We start with the students' needs and advance outcomes individually. Students are central to all of our decisions and we never lose sight of our mission- *improving lives through opportunity*.

Deliver Results-We aim for quality results. Our actions are purposeful, focused on supporting ALL students. When setbacks arise, we act immediately on the challenge and do not settle.

Ownership -We are all owners striving for excellence, in big and small decisions. We base decisions on what's best for our students at all times. We seek long-term solutions.

Moving Forward- We believe in advancing through curiosity, creativity, learning, and care. We seek solutions that yield high-quality results by partnering with key collaborators. This may mean taking risks and having the courage to innovate. We invest in connecting others to the Oasis mission and core belief.

Integrity- We do what is right. Our actions and words show uncompromising adherence to honesty, kindness, and respect. This is core to how we interact with students, families, and one another. Oasis requires absolute integrity.

Communication- We simplify communication to magnify connection with all stakeholders. We consider timing, delivery methods, and diverse individuals to create an environment that harmonizes our work with the communities we serve. Our reputation is formed daily in all of our communication: physical, verbal, written.

3. Specific statement of the request

The Board of Oasis Academy, operating under a current contract with a start date of July 1,2023 and nine-year expiration of June 30,2032 requests that the SPCSA approve this request to amend its charter school contract with te SCPSA regarding:

- 1. Dual-Credit Programs
- 2. EMOs: Amend charter contract with an EMO or CMO
- 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): _____

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

Currently, Oasis Academy's 9th and 10th grade students attend school in the Pinion Building of the Western Nevada College Campus (WNC). In the fall of the 22-23 school year, WNC informed us that they would be adding an allied health program to the campus and that we would have to vacate the Pinion Building at the conclusion of the 23-24 school year. As such, the board of directors decided to build a new high school on parcel 373483 (no official address yet). This 8.9 acre property was purchased by Oasis Academy in 2021. The new building will be open and operational for the 24-25 school year.

5. Description of proposed target model and target communities

Oasis Academy will continue to serve its current population which is made up primarily of students who reside in Churchill County and Lyon County. We do have some students who reside in Washoe County, but that is a very small number. We will continue to enroll students from any county, per Nevada Law.

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

We expect to achieve the outcomes established annually in our School Improvement Plan. We expect to maintain our 5-Star status on the Nevada School Performance Framework.

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

No change

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.

Oasis Academy will update its behavior policies to comply with the changes coming from the most recent legislative session. It is our understanding that the SPCSA will notify us of those revisions and we will have to upload those materials to epicenter. Our current policy can be found [here \(Attachment 1\)](#).

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.

No change

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

Leadership team includes:

Melissa Mackedon, CEO

Dusty Casey, CFO

Rochelle Tisdale, CAO

This leadership team founded Oasis Academy and has successfully run the school for the past 12 years.

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

Key supporters and partners include:

William N. Pennington Foundation

B) MEETING THE NEED- NO CHANGE

C) ACADEMIC PLAN- NO CHANGE

D) FINANCIAL PLAN- NO CHANGE

E) OPERATIONS PLAN- NO CHANGE

Section II: SPECIFIC RFA SECTIONS

Facility RFAs

1. RFA: Occupy New or Additional Sites (NAC 388A.315)

- a. Complete the general sections above and the general and specific facility sections below
- b. If there is no change to any part of the below specific section or specific subsections from your current contract...state “No change to section” in a row inserted below the heading of the applicable section.
- c. 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.

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.

Oasis Academy had previously purchased our K-8 building located at 920 West Williams Ave. in Fallon, Nevada. Additionally, in February of 2021 Oasis Academy purchased 8.9 acres of land just North of the K-8 and WNC campuses for \$276,246. Oasis Academy’s board of directors, specifically Frank Woodliff, has extensive experience in managing build-out and renovations. He has worked on a number of public works projects, including schools in Churchill County over the course of his career. In September 2022 the board of directors established a building committee which included Melissa Mackedon, CEO, Dusty Casey, CFO, and Frank Woodliff, architect.

Oasis Academy has never had any construction delays which have impacted the school calendar. That said, we have developed two contingency plans should the construction of the new high school not be

complete by the first day of school in the 2024-2024 school year. Although no formal agreement has been reached, WNC President Kyle Dalpe has indicated that we can use space on their campus in the event we need to. Additionally, there is 10,000 Square feet of empty space in our 920 West Williams property that can, if necessary, be utilized.

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.

The Oasis Academy Board of Directors, through the use of a facility committee, will be responsible for acquiring and maintaining school facilities. There will be no EMO or third party involved.

Oasis Academy has, with conservative budgeting, been setting aside money for a facility since the school opened in 2011. In November of 2022, the school applied for, and was awarded, a grant from the William N. Pennington Foundation of \$3,736,499.00. Oasis Academy will contribute \$3,562,685, which includes the \$276,685 purchase of the land, from our facilities set aside account. The total cost for the project is estimated at \$7,299,184. This includes site work and the construction of a 12,750 square foot instructional building.

3. List names and roles of any parties which could be deemed financially interested and describe the potential or actual interest relating to the current or proposed facility. This includes any existing or potential conflicts of interest or existing, direct or indirect, potential ownership interests with the current and/or proposed facility.

William N. Pennington Foundation has awarded a grant of \$3,736,499 dollars. There are no conflicts of interests in the matter. The school will be the sole owner of the facility.

4. Show the fiscal impact of the proposed facility plan for the first three years after implementation of your plan using the SPCSA Financial Performance Ratings model (ask staff for a copy of the most recent model for your school). Explain plans to address any pro forma rating declines—if any—to at least the below areas from implementation of the plan.
 - a) Current Ratio (CR).

This metric, measured by current assets divided by current liabilities, will be reduced drastically due to the school's use of the majority of its reserves to fund the construction of the new high school. However, current liabilities will continue to remain low, as the school does not currently have any short-term debt instruments and carries very little, if any, AP balances on a month-to-month basis. We do not anticipate this metric falling below 1.0.

- b) Unrestricted Days Cash on Hand (UDCOH).

Currently, Oasis has approximately 190 UDCOH based on the upcoming FY24 approved budget. The construction of the new HS will require the majority of the school's reserves to match the grant from the Pennington Foundation. We are anticipating this number to fall to approximately 45 days at various intervals until the project's completion.

- c) Cash Flow (CF).

Cash flow will remain strong on a month-to-month basis due to the increased per-pupil funding and the project completion timeline of the new high school. The school will receive progress bills monthly from the general contractor over a period of 10-14 months, eliminating any drastic 1-time decreases in cash

balances. Furthermore, the Pennington grant will fund 50% upfront, boosting the school's current cash position in the short-term.

d) Debt to Asset Ratio (D/A).

The school's asset base will increase considerably with the construction of the new high school utilizing grant funding and avoiding debt, thus lowering the ratio by a large amount. If the value of the new high school is based on the construction cost, the school will increase its asset base by approximately \$3.7m, the amount of the Pennington grant.

e) Debt (or Lease) Service Coverage Ratio (DSCR or LSCR).

There is no change in the school's debt position with the new project. However, with the increase in per-pupil funding, and overall increase in pupils enrolled, the school's DSCR will improve on a monthly basis.

5. 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 388A.315 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**___.

Oasis Academy intends to build the school on 8.9 acres of land located just North of the K-8 and WNC campuses. A parcel map is located [here](#) (Attachment 2). Oasis Academy is the current owner of the land, escrow documents are located [here](#) (Attachment 3). Oasis Academy paid cash for the property in February of 2021. Currently, there is no physical address for the property. Oasis Academy is working with the City of Fallon to get this done prior to the school opening. This location was chosen because of its [proximity](#) (Attachment 4) to the K-8 campus, WNC campus, City-County Gym which Oasis Academy utilizes for athletics, and because it was within the city limits making utilities more accessible and reliable for the school. Additionally, the property was already zoned to allow for a school.

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 388A.315 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**___.

Parcel 373483 came on the market for an amazing price, 8.9 acres for just \$276,246.00. The Oasis Academy board of directors decided to purchase the land without knowing exactly how it would be utilized. There was discussion of building an entire K-12 campus or simply utilizing it for athletics and FFA. In September of 2022, we were notified by Western Nevada College that we would have to move our high school out of the Pinion Building, where it is currently housed, for the 24-25 school year. WNC is bringing an allied nursing program back to the campus and it will be housed in that building. After receiving this information, the board determined that it would use parcel 373483 to build an instructional building for the high school. The majority of 11th and 12th grade students take most classes at the WNC campus and will continue to do so. Ninth and 10th grade students will be housed at parcel 373483.

- 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 388A.315 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 388A.315 as an **Attachment** ____.

The Pennington Grant application required that we work with an architect and receive preliminary pricing on the cost of the building based on that work. Oasis Academy published an RFQ seeking an architect firm. We interviewed five companies based on that RFQ. Ultimately we went into [agreement](#) (Attachment 5) with Frame Architecture. After months of working with the Frame team, the plans are complete and can be viewed [here](#) (Attachment 6). The estimated cost of the total project is \$7,299,184 which includes site work and the completion of the approximately 12,000 square foot facility. The school will submit documentation of compliance with NAC 388A.315 prior to occupying the building.

- 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 388A.315 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** ____.

Oasis Academy is the current owner of parcel 373483, the proposed location of the new high school. They will be the sole owner of the facility upon completion. As such there are no conflicts of interest.

- e) A detailed construction project plan and timeline, including a Gantt 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 388A.315 as an **Attachment** ____.

Oasis Academy completed the plans for the facility on June 15, 2023. The thirty day bid window opened on June 19, 2023. Sealed bids will be received until July 21, 2023 at 3 p.m. at which time they will be opened. Oasis Academy will take approximately one week to review and award the contract. A kick-off meeting with selected general contractor, architect and owner will happen August 1, 2023, with groundbreaking shortly thereafter. By July 1, 2024 the building will be substantially completed in order to provide the SPCSA an opportunity to visit the site. A certificate of occupancy will be issued by the first day school, which should be around August 19, 2023.

Oasis Academy has requested written processes and timelines from the City of Fallon. To date they have not been able to provide internal written processes. That said, the City of Fallon utilized a 3rd party, West Coast Code Consultants to review all plans. The company has already received the plans and submitted comments back to the architect on July 6, 2023.

- f) A detailed construction project plan and timeline, including a Gantt 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 388A.315 as an **Attachment** ____.

A comprehensive list of facility development activities are included and linked in question 5C. The timeline for completion of all work is July 1, 2023.

Oasis Academy has requested written processes and timelines from the City of Fallon. To date they have not been able to provide internal written processes. That said, the City of Fallon utilized a 3rd party, West Coast Code Consultants to review all plans. The company has already received the plans and submitted comments back to the architect on July 6, 2023.

- 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 388A.315 as an **Attachment** ____.

The facility is being designed by Frame Architecture which has a significant track-record in designing educational facilities in Nevada. The facility renovations and new construction will require a building permit, which will undergo review from the City of Fallon Development Department, Engineering, Fire, and Health Departments in advance of building permit issuance. The school will provide in advance of the start of school all documentation required per NAC 388A.315 to show facility compliance with all municipal, county, and state agencies

- h) The organization's plans/methods to finance these facilities, including:
 - i) Whether the school is seeking:
 - (1) A loan (CDFI or other),
 - (a) For Construction financing,
 - (b) For Permanent financing,
 - (c) Refinancing
 - (2) Bond Financing,
 - (a) For Construction financing,
 - (b) For Permanent financing,
 - (c) Refinancing
 - (d) Tax-exempt
 - (e) Rated
 - (f) Privately placed

- (3) Identification and description of bond instrument terms, including a schedule showing planned face amount, years/term to maturity, coupon/interest rate(s).
- (4) A schedule of bond or loan issuance costs, including legal, consultant, conduit, issuer fees, and planned/budgeted fees.

Oasis Academy will contribute \$3,562,685, which includes the \$276,685 purchase of the land in 2021, from our facilities set aside account. The William N. Pennington Foundation will contribute \$3,736,499.00. There will be no financing. A letter verifying the Pennington contribution can be found [here](#) (Attachment 6).

- i) Comparison schedule/table (using SPCSA MS Excel file to be completed and returned in working MS Excel file format) showing for the first five years from issuance the current full lease rates and conditioned space square footage information compared to the post issuance conditioned space annual payment schedule and square footage with amortization table showing principal and interest payments and principal balance, as well as any balloon or graduated payment increases and refinancing. (A 3 year requirement described earlier in this document regards the SPCSA financial performance ratings model compared with this 5 year comparison of facility costs under current and proposed conditions).

Not applicable

- j) What is the required “breakeven” enrollment number of students for the project to be feasible, as well as the breakeven percentage of the planned enrollments (Breakeven Enrollment/ Planned Enrollment), (e.g., “Breakeven Enrollment to Planned Enrollment is 380/420, or 90%”)?
 - i) State the planned total classroom student capacity of the new facilities (e.g., “24,750 sqft total planned for up to 450 students at 55 square feet per pupil”).

Not applicable

- k) Will the financing/refinancing trigger any prepayment penalties? Yes, No.
 - i) If “Yes”, describe the amount.

Not applicable

- l) May any interested parties be entitled to receive any success fees, loans, real estate or other equity interests or other financial interest(s) or gain from this transaction? Yes, No. If so, please identify the parties and describe the interest(s).

Not applicable

- m) Total overall project costs, with project cost breakdowns for land acquisition and improvements and developer/builder/contractor fees.

Line Item	Budget
Architecture & Civil Engineering	\$296,049
Tests & Inspections (Soils, compaction, etc.)	\$50,000
Utility Hookups	\$230,000
Sitework	\$1,523,950
Classroom Construction	\$4,462,500
Classroom Building FF&E, Security	\$460,000

Lot purchase (*incurred in FY21)	\$ 276,685
GRAND TOTAL	\$ 7,299,184

- n) Identify and describe recurring costs which will now be directly borne by the applicant which may currently be part of the applicant’s facility costs, such as utility and Common Area Maintenance costs and/or reserve expenses.

Oasis Academy will be responsible for maintenance costs and utility costs of the new high school. We are currently estimating a 25% increase in the school’s overall utility costs and are budgeting an additional custodial/maintenance position in FY25. However, because the school is not adding to its debt, and is increasing revenue, the increase in facility costs can be absorbed.

- o) Information (e.g., broker offering statements, web pages) on at least two comparable facilities considered/reviewed including location, acreage, square footage, cost/lease rates or purchase price of those facilities.

Not applicable

- p) Financing and financing assumptions. If leases will be used, show the year over year lease rates and lease escalator percentage rate(s) on unabated as well as abated rents, if applicable.

Not applicable

- q) Total facility costs, including debt service, lease, maintenance, utilities, reserves (e.g., capital, facility, contingencies, other reserves), etc., pursuant to NRS 388A.565.

Total facility costs, including utilities, debt service, maintenance, etc., is estimated at \$760k for FY25, which is an increase of approximately \$100k over FY24’s budgeted expenditures.

- r) A copy of the school’s traffic flow plan including exhibits showing the planned traffic flows during the arrival and pick up times, the associated times and the designated areas for the pickup and drop off activities.

A copy of the drop off/ pick up activities can be viewed [here](#) (Attachment 7).

Facility RFA Attachments required

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 Add Additional Grades, Expand Enrollment, or Occupy a New or Additional Facility
3. Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Add Additional Grades, Expand Enrollment, or Occupy a New or Additional Facility.

The meeting occurred July 18. We will send approved minutes upon completion.

4. If a facility has been identified, 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 OR, if a facility has not been identified, a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 388A.315
 5. If a facility has been identified, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement OR 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 388A.315
 6. If a facility has been identified, 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** OR, if a facility has not been identified, 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 388A.315
 7. If a facility has been identified, 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 OR 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 388A.315
 8. Full Certificate of Occupancy OR a detailed construction project plan and timeline, including a Gantt 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 388A.315
 9. 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 OR a detailed construction project plan and timeline, including a Gantt 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 388A.315.
 10. 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 388A.315
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920 W Williams Ave
Fallon, NV 89406

775.423.5437

OANV.org

Samantha Gomes

July 19, 2023

Board Chair

Charter School Amendment Request

Dear SPCSA Board and Staff,

Please accept this good cause exemption request to apply for a charter amendment outside the standard amendment cycle.

Please also accept this charter school amendment application which includes all of the documentation required.

Regards,

Samantha Gomes

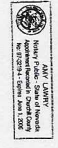
OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT EDWARD C. VENTURACCI, PARTNER OF EDWARD C. VENTURACCI & LOUIE VENTURACCI, PROFESSIONAL LAND SURVEYORS, LICENSED IN THE STATE OF NEVADA, HAS PREPARED AND SUBMITTED TO THE CITY OF FALCON, NEVADA, A PLAN CONSISTING OF 2 SHEETS THAT ACCORDANCE WITH AND FOR THE USES AND PURPOSES SET FORTH IN THE NEVADA REVISED STATUTES CHAPTER 278 AND 119 AND SUBSEQUENT AMENDMENTS AND ORDINANCES OF THE CITY OF FALCON, NEVADA, OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING: A) RIGHTS OF WAY AND EASEMENTS FOR WATER, GAS, SEWER, ROADS AND DRAINAGE; B) RIGHTS OF WAY AND EASEMENTS FOR TELEVISION SERVICE TOGETHER WITH ANY AND ALL APPURTENANCES THEREON, ON, OVER, ACROSS STRIPS OF LAND FIVE (5) FEET IN WIDTH, CONTIGUOUS TO THE FRONT LINES OF ALL LOTS AND CONTIGUOUS TO THE FRONT LINES OF ALL LOTS.

Edward C. Venturacci PARTNER
 EDWARD C. VENTURACCI
 LOUIE VENTURACCI PARTNER

STATE OF NEVADA }
 COUNTY OF CHURCHILL } S.S.

ON June 24, 2005 PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, EDWARD C. VENTURACCI AND LOUIE VENTURACCI, PARTNERS OF EDWARD C. VENTURACCI & LOUIE VENTURACCI, PROFESSIONAL LAND SURVEYORS, LICENSED IN THE STATE OF NEVADA, WHO ARE PARTNERS OF THE FIRM EDWARD C. VENTURACCI & LOUIE VENTURACCI, PROFESSIONAL LAND SURVEYORS, LICENSED IN THE STATE OF NEVADA, AND ACKNOWLEDGED TO ME THAT THEY ARE THE PERSONS WHO DEPOSITED THE ABOVE INSTRUMENT AND AGREED TO SIGN THE SAID INSTRUMENT FOR THE SAME FOR THE PURPOSES THEREON SET FORTH.



Louie Venturacci
 LOUIE VENTURACCI
 NOTARY PUBLIC

CITY OF FALCON

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF FALCON, COUNTY OF CHURCHILL, STATE OF NEVADA THIS 21ST DAY OF JUNE 2005.
 Mayor *Pat McPherson* 6/14/05 DATE
 Attest: *Patricia A. McPherson* 6/14/05 DATE
 CITY ENGINEER

ENGINEER'S CERTIFICATE

I, Edward C. Venturacci, hereby certify that I have examined the MAP CONSISTING OF TWO SHEETS AND THE INSTRUMENTS AND ORDINANCES APPLICABLE HAVE BEEN COMPLIED WITH AND THAT ALL TAXES FOR THE CURRENT YEAR ARE PAID IN FULL. I CERTIFY THAT THIS MAP IS TECHNICALLY CORRECT.
Edward C. Venturacci 7/29/05 DATE
 CITY ENGINEER

CHURCHILL COUNTY CLERK

TREASURER CERTIFICATE
 THE UNDERSIGNED, CHURCHILL COUNTY CLERK, TREASURER, DO HEREBY CERTIFY THAT THE ABOVE MAP AND INSTRUMENTS HAVE BEEN FILED AND ALL TAXES FOR THE CURRENT YEAR ARE PAID IN FULL.
Shirley L. Bell 7/29/05
 CHURCHILL COUNTY CLERK

FIRE MARSHAL CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS FINAL MAP AND I AM SATISFIED THAT IT COMPLIES WITH THE CITY OF FALCON FIRE CODE REQUIREMENTS.
Michael G. Gandy 6-22-05 DATE
 FIRE MARSHAL

SURVEYOR'S CERTIFICATE

AS A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, I CERTIFY THAT:
 (1) THIS PLAN REPRESENTS THE RESULT OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF ED & LOUIE VENTURACCI.
 (2) THE SURVEY WAS COMPLETED ON June 24, 2005.
 (3) THIS PLAN COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
 (4) THE MONUMENTS DEPICTED ON THE PLAN ARE OF THE CHARACTER SHOWN ON THE PLAN AND THE POSITION INDICATED AND ARE OF SUFFICIENT NUMBER AND DISTRIBUTION TO PROTECT THE INTERESTS OF THE PARTIES AND OF THE PUBLIC.

Edward C. Venturacci
 EDWARD C. VENTURACCI
 PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 101132



POWER, UTILITY & CABLE COMPANY APPROVALS

THE EASEMENTS SHOWN ON THIS PLAN HAVE BEEN CHECKED AND APPROVED BY:
6-24-05 DATE
Edward C. Venturacci DATE
6-24-05 DATE
Edward C. Venturacci DATE
6-24-05 DATE
Edward C. Venturacci DATE
6-24-05 DATE
Edward C. Venturacci DATE
 OFFICE OF THE CITY ENGINEER
 CITY OF FALCON, NEVADA

PUBLIC UTILITY EASEMENTS

- 10' ON EXTERIOR BOUNDARY
- 5' ON EACH SIDE OF INTERIOR LOT LINES
- 7.5' ALONG ROAD EASEMENTS

ALL EASEMENTS ARE ESTABLISHED AS INDICATED EXCEPT WHERE SUCH EASEMENT OBTAINS BY RIGHT OR BY OPERATION OF LAW OR BY OPERATION OF DAMAGE EASEMENT. IN SUCH CASE THE APPROPRIATE EASEMENT SHALL BE ESTABLISHED BY THE APPROPRIATE AND CONTIGUOUS TO THE EXISTING EASEMENT.
 THAT PORTION OF ROAD EASEMENT, OUTSIDE OF THE EXISTING ROAD IMPROVEMENT, WHICH IS NOT SHOWN ON THIS MAP IS AN OVERTHROWING EASEMENT TO AN EXISTING NEVADA'S PAVEMENT PROJECT. THIS EASEMENT IS RELOCATED OR TERMINATED.
 THE DATE THAT THE UNDERLYING EASEMENT IS RELOCATED OR TERMINATED.

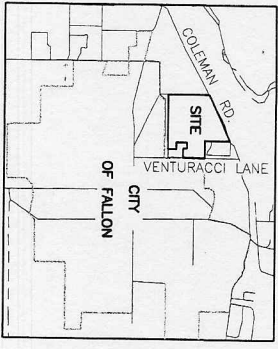
OWNER

EDWARD & LOUIE VENTURACCI
 FALCON NEVADA 89405
 APR. 008-301-14
 001-801-98
 ZONE: R2

NOTE: THE PARTS DEPICTED HEREON ARE, IN PART, HAVE WATER RIGHT APPURTENANT TO THE NEVADA STATE WATER RIGHT OF THAT WATER RIGHT HAS BEEN CHANGED THEREFORE, ALL OR PART OF THE PARCELS DEPICTED HEREON ARE NOT APPURTENANT WITH AND OWNERSHIP OF THE WATER RIGHT HAS BEEN FILED IN THE CHURCHILL COUNTY RECORDERS OFFICE UNDER FILE # 231588.

RECORDER'S CERTIFICATE

FILE NO. 372482
 FILED ON June 24, 2005 AT FALCON ON THE
21ST DAY OF JUNE 2005 IN THE
1ST MAP FILED OF CHURCHILL COUNTY, NEVADA.
Shirley L. Bell
 CHURCHILL COUNTY CLERK



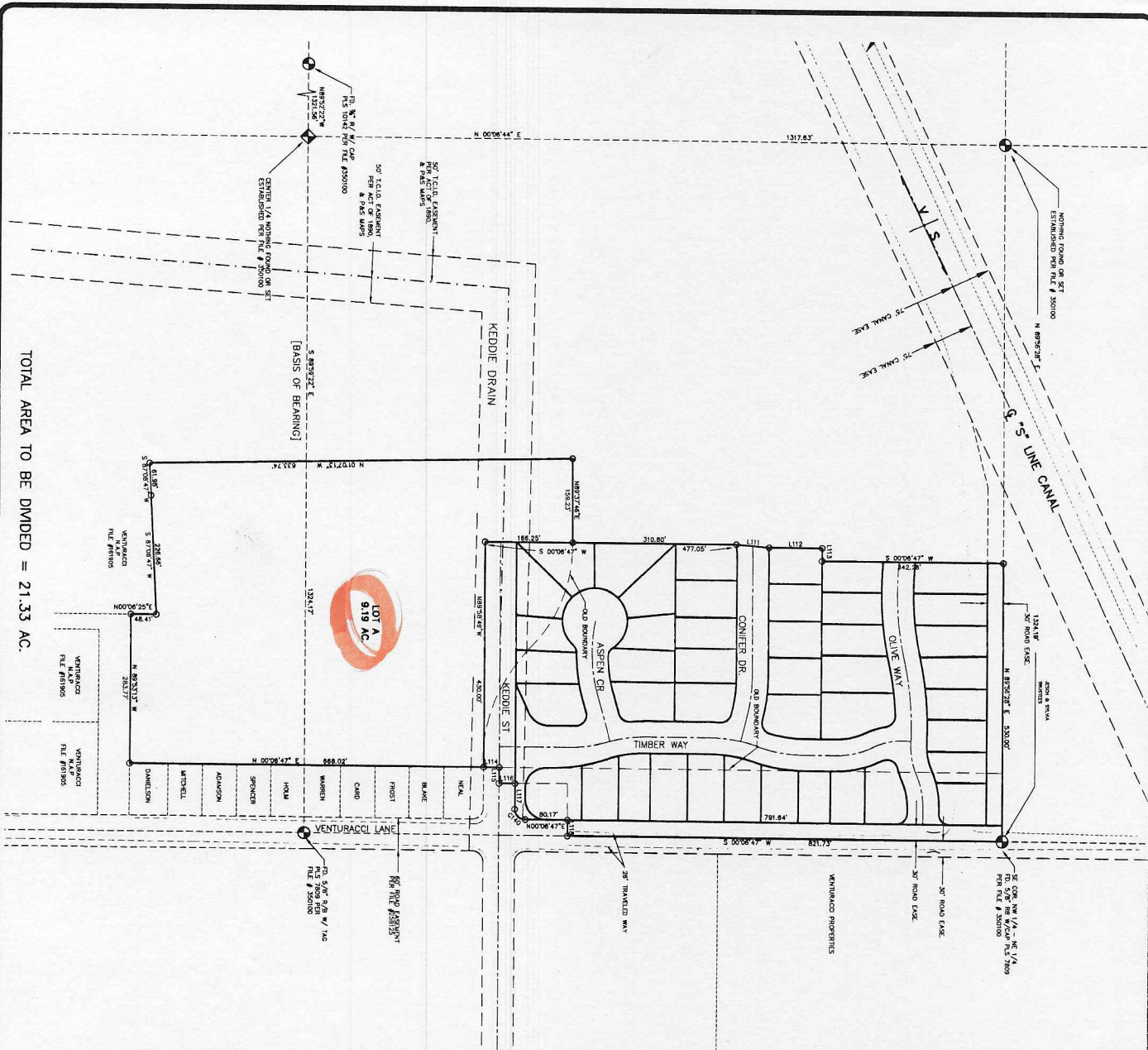
VICINITY MAP
 N.T.S.

NOTE: IN ACCORDANCE WITH NEVADA STATUTE 633.015, THIS IS AN OFFICIAL COPY OF THIS MAP FOR CHURCHILL COUNTY RECORDS.

PARCEL MAP FOR VENTURACCI & SONS

PARCEL 72 OF THE VENTURACCI PARCEL MAP, FILE # 351187
 MAP FILE # 25, TOWNSHIP 19, NORTH RANGE 28, EAST. M.D. B. 344.

Drawn By: ROR
 Date: 02/09/2005
 Drawing No.: 58999AL2.DWG



TOTAL AREA TO BE DIVIDED = 21.33 AC.

LINE	LENGTH	BEARING
L112	821.57	S 00°06'47" W
L113	28.00	N 89°32'27" E
L114	28.00	N 89°32'27" E
L115	28.00	N 89°32'27" E
L116	28.00	N 89°32'27" E
L117	28.00	N 89°32'27" E
L118	28.00	N 89°32'27" E
L119	28.00	N 89°32'27" E
L120	28.00	N 89°32'27" E

BASIS OF BEARING

N 89°32'27" E ALONG THE C 1/4 LINE OF SEC. 25, T.18N., R.23E., M.D.B.M., AS PER DOWER PARCEL RECORDS OF FILE # 20000 IN THE CHURCHILL COUNTY RECORDS OFFICE.

DEVELOPER

GHIGIA BRANCH & DEVELOPMENT
4800 SHELDON ROAD
FALCON, NEVADA 89408

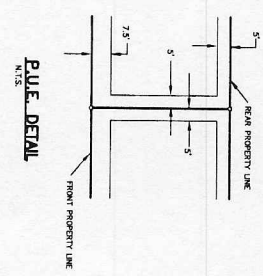
OWNER

ED VENTURACCI & SONS
441 VENTURACCI LANE
FALCON, NEVADA 89408

LEGEND

- 5/8" R/9 TO BE SET "PLUS 10142"
- FIND 5/8" R/9 P/S 10142 PER FILE #
- CURET "2" VERTICAL 10" WELL TO BE SET "PLUS 10142"
- POINT NOT FOUND OR SET
- OFFSET POINT TO ACTUAL PROP. CORNER
- POINT TO BE SET IN SHIPWALK
- ◊ 1/4 CORNER AS DESCRIBED
- ◊ 1/4 CORNER AS DESCRIBED

NOTE: THIS MAP COMPLES WITH N.A.S. 278.4925 WENGER & RESUBDIVISION



FINAL MAP
OF
NORTHGATE SUBDIVISION

LOTS 1 & 28 OF THE MEADOW VALLEY UNIT #9 SUBDIVISION MAP, FILE #283125, PARK PARCEL AS SHOWN ON DEDICATION MAP A PIN OF THE NE 1/4 OF SEC. 25, T.18N., R.23E., M.D.B.M. IN THE CHURCHILL COUNTY RECORDS OFFICE.

FILE # 283125
DATE 11/18/16



Western Nevada Title Company

2258 Reno Highway, Ste A • Fallon, NV 89406

Phone: (775) 423-7037 • (775) 423-0626 (fax)

February 15, 2021

Oasis Academy Charter School, a Domestic Nonprofit Corporation
920 W. Williams Ave. Ste 100
Fallon, NV 89406

RE: Escrow No. 01-43164-21
Property Address: Not Addressed, Fallon, NV 89406

Dear Karla Craig , President:

In connection with the above referenced escrow, enclosed herewith are the following for your review, signature and return to escrow.

- ◆ Estimated Settlement Statement
- ◆ Escrow Disclaimer
- ◆ Escrow Instructions
- ◆ Commitment for Title Insurance - page 7 or 8 to be signed “read and approved” and a copy is also enclosed for your files
- ◆ Privacy Policy and Good Funds Information (enclosed for your files ONLY---no signature required)
- ◆ Vesting Sheet
- ◆ Wiring Instructions
- ◆ FIRPTA – Notice to Buyer and Seller
- ◆ FIRPTA – Buyers Affidavit

Copies available upon request.

Should you have any questions regarding the enclosures or at any other time during this transaction, please give me a call.

Sincerely,

Rena Alvarez
Escrow Officer
Enclosures



American Land Title Association

Estimated ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

Western Nevada Title Company

2258 Reno Hwy., Suite A • Fallon, NV 89406

(775) 423-7037 • (775)423-0626 fax

ALTA ID: 1035106

File No./Escrow No.: 01-43164-21
 Print Date & Time: 02/16/2021 08:24 AM
 Officer/Escrow Officer: Rena Alvarez
 Settlement Location: 2258 Reno Highway, Ste A, Fallon, NV 89406

Property Address: Not Addressed, Fallon, NV 89406
 Buyer: Oasis Academy Charter School, a Domestic Nonprofit Corporation
 920 W. Williams Ave. Ste 100, Fallon, NV 89406
 Seller: Ed Venturacci & Sons, a Nevada general partnership
 1313 Venturacci Lane, Fallon, NV 89406
 Lender:
 Settlement Date: 02/17/2021
 Closing (Consummation) Date:
 Disbursement Date:

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sales Price of Property	275,000.00	
Prorations/Adjustments		
Property Tax @ 1,753.29 per 12 month(s) 2/17/2021 to 7/01/2021	652.62	

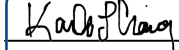
Description	Borrower/Buyer	
	Debit	Credit
Title Charges & Escrow/Settlement Charges		
Settlement Agent Fee: Western Nevada Title Company	400.00	
Wire Fee: Western Nevada Title Company	20.00	
Erecording fee: Simplifile	5.00	
Government Recording and Transfer Charges		
Deed Recording Fee: Churchill County Recorder	43.00	
Real Estate Transfer Tax: Churchill County Recorder	563.75	
	Debit	Credit
Subtotals	276,684.37	
Due From Borrower		276,684.37
Totals	276,684.37	276,684.37

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize the Western Nevada Title Company to cause the funds to be disbursed in accordance with this statement.

Oasis Academy Charter School, a Domestic Nonprofit Corporation

DocuSigned by:



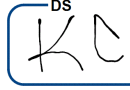
6ED3B9DEFBA94B4
Karla Craig, President

Rena Alvarez, Escrow Officer

Western Nevada Title Company

2258 Reno Highway, Ste A•Fallon, NV 89406

(775) 423-7037 • (775) 423-0626



Wiring Instructions

Bank Name: U.S. Bank
2397 Casey Rd.
Fallon, NV 89406

Federal Reserve Routing

Number: 121201694

Account Name: Western Nevada Title Company

Account Number: 153758449893

Escrow Number: 01-43164-21

Please reference the escrow number for proper credit of funds.

Escrow Officer: Rena Alvarez
Special Instructions:

ATTENTION:

ACH OR ONLINE BANKING DEPOSITS ARE NOT ACCEPTED AT ANY TIME.

DIRECT DEPOSITS OR OVER-THE-COUNTER DEPOSITS MAY NOT BE ACCEPTED AND WILL DELAY CLOSINGS.

PERSONAL CHECKS CANNOT BE ACCEPTED PURSUANT TO NRS 645A.171

THANK YOU FOR USING WESTERN NEVADA TITLE COMPANY

ESCROW DISCLAIMER

Escrow No.: 01-43164-21

Escrow Officer: Rena Alvarez

Property: Not Addressed, Fallon, NV 89406

Date: February 15, 2021

To: Western Nevada Title Company

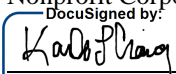
The undersigned parties acknowledge that the Escrow Agent's function is to be a neutral third party, taking mutual instructions from the parties to a transaction for preparation of documents to complete the parties prior agreements to facilitate a real estate transaction between the below parties.

The Escrow Agent is **NOT AN ATTORNEY** and **CAN IN NO WAY ADVISE** the parties as to any legal remedy, tax or business consequences of any provision or instrument set forth or prepared in connection with this transaction. BY EXECUTION HEREOF, the undersigned acknowledge they have read and understand each document which they have signed and have authorized and instructed escrow in the manner in which any blanks remaining in any documents are to be completed. The undersigned understand that this escrow shall close in accordance with the matters set forth in the documents they have signed.

DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ AND AGREED TO THE MATTERS SET FORTH ABOVE. SHOULD YOU STILL HAVE QUESTIONS WITH REGARD TO THE ABOVE, YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL.

Date 2/16/2021

Oasis Academy Charter School, a Domestic
Nonprofit Corporation

DocuSigned by:

By: Karla Craig President

Ed Venturacci & Sons, a Nevada general partnership

BY: The Eddie & Gloria Venturacci Family Trust
Its: General Partner

BY: Marlea Pointer, Successor Trustee

BY: Louie I Venturacci Trust dated December 14,
2006
Its: General Partner

BY: L. Steven Venturacci, Successor Trustee



Western Nevada Title Company

2258 Reno Highway, Ste A • Fallon, NV 89406

(775) 423-7037 • (775) 423-0626

ESCROW INSTRUCTIONS

TO: Western Nevada Title Company
Attn Rena Alvarez,

RE: Escrow No. 01-43164-21
Property Address: Not Addressed, Fallon, NV 89406

The undersigned Ed Venturacci & Sons, a Nevada general partnership (“SELLER”), and Oasis Academy Charter School, a Domestic Nonprofit Corporation, (“BUYER”), hereby authorize, direct, and instruct WESTERN NEVADA TITLE COMPANY (“ESCROW”), as follows:

1. BUYER and SELLER have entered into that certain PURCHASE AND SALE AGREEMENT DATED November 9, 2020 and Addendums thereto (“AGREEMENT”), a copy of which is attached hereto as EXHIBIT “A”. Pursuant to the AGREEMENT, SELLER shall sell and BUYER shall buy certain real property of SELLER, described in the AGREEMENT.
2. BUYER and SELLER desire to use ESCROW to receive and cause to be delivered various documents and funds to be exchanged pursuant to the AGREEMENT, and to cause the following title policy to be issued: ALTA Standard Owners policy insuring the buyer herein and subject to items 2-9, 11-24 of the Title Commitment issued in connection with this escrow.
3. These Escrow Instructions do not modify or amend the AGREEMENT between SELLER and BUYER unless such modification or amendment is specifically set forth herein.
4. ESCROW is hereby authorized and directed to examine the AGREEMENT and is empowered to perform all acts set forth in the AGREEMENT that are within the control of ESCROW and are necessary or appropriate to close the transaction contemplated by the AGREEMENT.
5. ESCROW is released from any liability or responsibility for any condition, agreement, or provision in the AGREEMENT not within the control of ESCROW or not necessary or appropriate to accomplish the closing.
6. Prorations, if required, shall be made on the basis of a thirty (30) day month.
7. “Close of Escrow” shall mean the day documents are recorded.
8. BUYER and SELLER agree that the execution of these instruction is advise to ESCROW in writing that the conditions of this escrow have been complied with, ESCROW is authorized to deliver the instruments and funds required in connection with this escrow to the persons entitled thereto. ESCROW will at close of escrow record the necessary Deeds, Deeds of Trust, and any other instruments and issue the title insurance set forth in the AGREEMENT.
9. From funds due SELLER, ESCROW shall pay any encumbrances against the real property, except as set forth in AGREEMENT.

3. CONTINGENCY PERIODS

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

4. REPORTS

As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

5. INFORMATION FROM AFFILIATED COMPANIES

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

6. RECORDATION OF INSTRUMENTS/DOCUMENTS

Escrow Holder is authorized to record any documents delivered through this escrow, the recording of which is necessary or proper in the issuance of the requested policy(ies) of title insurance.

7. COPIES OF DOCUMENT; AUTHORIZATION TO RELEASE

Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. If requested by Escrow Holder, the originals of such document shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded **MUST** contain original signatures. Escrow Holder may furnish copies of any and all documents to the lender(s), the real estate broker(s), the attorney(s), and/or the accountant(s) involved in this transaction upon request of the lenders, brokers, attorneys, or accountants. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

8. PERSONAL PROPERTY TAXES

No examination, UCC Search or insurance as to personal property and/or the amount of payment of personal property taxes is required unless otherwise instructed in writing.

9. REAL PROPERTY TAXES

Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes may be assessed as a result of a change in ownership or completion of construction. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments.

10. CANCELLATION OF ESCROW

Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Holder. Within a reasonable time after receipt of such notice, Escrow Holder shall send by regular mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Holder by a party within 10 days after date of mailing, Escrow Holder is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Holder, Escrow Holder is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Holder's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

11. CONFLICTING INSTRUCTIONS & DISPUTES

If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs (including the funds held fees) and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorneys' fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

12. FUNDS LEFT IN ESCROW

A. FUNDS HELD CHARGE

If funds remain in escrow pursuant to parties instructions, or as a result of insufficient instructions, past the date which is ninety (90) days after Close of Escrow or if escrow has not closed, ninety (90) days after the estimated closing date set forth in these instructions, then a monthly funds held fee of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds or fraction thereof remain in escrow.

B. DORMANCY CHARGE

If checks issued by Escrow Holder are not cashed a dormancy fee of \$50.00 per year shall accrue on any funds that remain in escrow 180 days or more after the date (or estimated date) of the closing of the transaction pursuant to which the funds were deposited.

C. RELEASE OF MONTHLY AND ANNUAL CHARGES

Escrow Holder is authorized to deduct the monthly funds held fee directly from the funds held on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.) and/or the annual dormancy fee. The parties acknowledge and agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminder and other notifications and processing of the funds so held.

13. USURY

Escrow Holder is not to be concerned with any usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

14. AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

15. INSURANCE POLICIES

In all matters relating to insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless the Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

16. COOPERATION REGARDING INADVERTENT ERROR

Should adjustments be required after close of escrow due to clerical errors or oversight, the parties shall cooperate as required to assist Escrow Holder in effecting such corrections including, but not limited to, the payment of funds, execution of documents, etc.

17. EXECUTION IN COUNTERPART

The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

18. SPECIAL PROPERTY DISCLOSURES

A. NEVADA PROPERTY DISCLOSURE

Nevada law mandates that a seller of residential property deliver to the buyer (a) a "Sellers Property Disclosure Form" or "Waiver Form" at least ten (10) days prior to transfer of the property, and (b) copies of homeowner association by-laws, minutes and financial statements prior to the transfer of the property. Buyer and Seller agree that these deliveries shall be made between the parties outside of escrow and Escrow Holder is not to be concerned with this matter.

19. TAX REPORTING, WITHHOLDING & DISCLOSURE

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. *WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW HOLDER AGREES IN WRITING.*

A. TAXPAYER IDENTIFICATION NUMBER REPORTING

Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT ACT, certain taxpayer identification information (including, but not limited to the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing. Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

B. FEDERAL WITHHOLDING & REPORTING

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

C. OTHER STATE'S WITHHOLDING OBLIGATIONS

If withholding is required by the laws of any state other than Nevada, that withholding obligation is the sole responsibility of the parties and Escrow Holder is not obligated to withhold or to notify the parties of any such obligation.

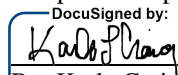
D. TAXPAYER IDENTIFICATION DISCLOSURE

Federal and State laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TIN in their tax returns. Escrow Holder is authorized to release a party's Tin's and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.

THE GENERAL PROVISIONS PRINTED ABOVE HAVE BEEN READ AND ARE HEREBY APPROVED BY THE UNDERSIGNED.

Signature page for escrow instruction

Oasis Academy Charter School, a Domestic
Nonprofit Corporation

DocuSigned by:

By: Karla Craig, President

Ed Venturacci & Sons, a Nevada general partnership

BY: The Eddie & Gloria Venturacci Family Trust
Its: General Partner

BY: Marlea Pointer, Successor Trustee

BY: Louie I Venturacci Trust dated December 14,
2006
Its: General Partner

BY: L. Steven Venturacci, Successor Trustee



Western Nevada Title Company

2258 Reno Highway, Ste A • Fallon, NV 89406

(775) 423-7037 • (775) 423-0626

SUPPLEMENTAL ESCROW INSTRUCTIONS

Escrow No.: 01-43164-21

Escrow Officer: Rena Alvarez

Date: February 16, 2021

To: Western Nevada Title Company

BY EXECUTION HEREOF, ALL PARTIES ACKNOWLEDGE that all conditions and/or contingencies regarding the close of this escrow have been fully satisfied and Western Nevada Title Company, is authorized and instructed to consummate this transaction.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL INSTRUCTIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

2/16/2021

Date: _____

Oasis Academy Charter School, a Domestic
Nonprofit Corporation

DocuSigned by:

By: ~~Karla Craig~~ President

Ed Venturacci & Sons, a Nevada general partnership

BY: The Eddie & Gloria Venturacci Family Trust
Its: General Partner

BY: Marlea Pointer, Successor Trustee

BY: Louie I Venturacci Trust dated December 14,
2006
Its: General Partner

BY: L. Steven Venturacci, Successor Trustee

WESTERN NEVADA TITLE COMPANY

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of the following companies. Such companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf.

Former Customer

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**NEVADA GOOD FUNDS LAW
IMPORTANT INFORMATION REGARDING FUNDS TO CLOSE ESCROW**

NRS 645A.171 Limitations on disbursements of money deposited in escrow account.

1. An escrow agent shall not disburse money from an escrow account unless deposits which are at least equal in value to the proposed disbursements and which relate directly to the transaction for which the money is to be disbursed have been received.

To allow your escrow to close on time in compliance with the above law, please note the following:

TO INSURE THAT YOUR ESCROW CLOSES ON TIME, PLEASE USE ONE OF THE FOLLOWING METHODS OF DEPOSIT FOR ESCROW FUNDS:

- Wire transfers are the best method for deposit for escrow funds. Wired funds are considered good funds immediately upon receipt by the escrow agent's bank.
- Cashier's check drawn on financial institutions authorized to do business in the State of Nevada. These checks must be deposited one day prior to close of escrow.
- Cashier's check drawn on financial institutions not authorized to do business in the State of Nevada will require 3-5 business days to clear after deposit into escrow.

DEPOSIT OF FUNDS IN ANY OF THE FOLLOWING WAYS WILL DELAY THE CLOSING:

- 1. PERSONAL CHECKS WILL NOT BE ACCEPTED UNLESS THERE IS SUFFICIENT TIME FOR THE CHECK TO CLEAR.**
 - The time for a personal check to clear varies. As a rule, we will require a minimum of 15 business days after deposit of a personal check prior to closing escrow.
- 2. DIRECT DEPOSITS OR OVER-THE-COUNTER DEPOSITS MAY NOT BE ACCEPTED AND WILL DELAY CLOSINGS.**
- 3. ACH OR ONLINE BANKING DEPOSITS ARE NOT ACCEPTED AT ANY TIME AND WILL DELAY CLOSINGS.**

**STATE OF NEVADA
DECLARATION OF VALUE**

- 1. Assessor Parcel Number(s)
 - a) **1-801-97**
 - b) _____
 - c) _____
 - d) _____

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book:	_____ Page: _____
Date of Recording:	_____
Notes:	_____

- 2. Type of Property:

<ul style="list-style-type: none"> a) <input checked="" type="checkbox"/> Vacant Lot c) <input type="checkbox"/> Condo/Twnhse e) <input type="checkbox"/> Apt. Bldg. g) <input type="checkbox"/> Agricultural <input type="checkbox"/> Other _____ 	<ul style="list-style-type: none"> b) <input type="checkbox"/> Single Fam. Res. d) <input type="checkbox"/> 2-4 Plex f) <input type="checkbox"/> Comm'l/Ind'l h) <input type="checkbox"/> Mobile Home
---	---

3. Total Value/Sales Price of Property \$275,000.00
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$275,000.00
 Real Property Transfer Tax Due \$ 1,127.50

- 4. **If Exemption Claimed:**
 - a. Transfer Tax Exemption per NRS 375.090, Section _____
 - b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS.375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature/Grantor _____ **Capacity** _____

Signature/Grantee DocuSigned by:
Karlo P. Wang
6ED3B9DEFBA94B4... _____ **Capacity** _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)


Print Name: see attached
 Address: 1313 Venturacci Lane
 City: Fallon
 State: NV Zip: 89406

Print Name: See attached
 Address: 920 W. Williams Ave. Ste 100
 : Fallon
 : NV Zip: 89406

COMPANY REQUESTING RECORDING

Print Name: Western Nevada Title Company Escrow # 01-43164-21
 Address: 2258 Reno Hwy., Suite A
 City: Fallon State: NV Zip: 89406

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION


The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:Issuing Agent: **Western Nevada Title Company**Issuing Office: **2258 Reno Highway, Ste A
Fallon, NV 89406**Issuing Office's ALTA® Registry ID: **1035106**

Loan ID No.:

Commitment No.: **01-43164-21**Issuing Office File No.: **01-43164-21**Title Officer: **Rachelle Lunger**Property Address: **Not Addressed, Fallon, NV 89406**Escrow Officer: **Rena Alvarez**

Revision No.:

SCHEDULE A1. Commitment Date: **January 28, 2021 at 7:30 A.M.**

2. Policy to be issued:

(a) **ALTA® Standard Owners Policy**Proposed Insured: **Oasis Academy Charter School, a Domestic Nonprofit Corporation**Proposed Policy Amount: **\$275,000.00**(b) **ALTA® Policy**

Proposed Insured:

Proposed Policy Amount: **\$**(c) **ALTA® Policy**

Proposed Insured:

Proposed Policy Amount: **\$**3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**4. The Title is, at the Commitment Date, vested in: **Ed Venturacci & Sons, a Nevada general partnership**

5. The land referred to in this Commitment is situated in the County of Churchill, State of Nevada and is described as follows:

Parcel 2C of the Parcel Map for Venturacci & Sons, recorded August 2, 2005 as Document No. 373483, Official Records, Churchill County, Nevada.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:




Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: **01-43164-21****SCHEDULE B, PART I****Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Owners Affidavit
6. With respect to Ed Venturacci & Sons, a Nevada general partnership:

A full copy of the partnership agreement and any amendments; OR

A record-able statement of partnership, executed and verified by all general partners;


Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: **01-43164-21****SCHEDULE B, PART II****Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Exceptions 2-7 will be omitted on extended coverage policies

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.
8. Water rights, claims or title to water, whether or not shown by the public record.
9. Any taxes that may be due, but not assessed, in the Office of the Churchill County Assessor, per Nevada Revised Statute 361.4725.
10. Taxes for the fiscal year 2020-2021, including any secured personal property tax, a lien now due and payable.

APN:	#1-801-97
Total:	\$1,753.29
1st Installment:	\$438.45 paid
2nd Installment:	\$438.28 paid
3rd Installment:	\$438.28 (\$219.14 paid; \$227.91 still due)
4th Installment:	\$438.28 Due March 1, 2021
Land	\$38,062.00
Improvements	\$8,372.00
Exemptions	\$0

11. Reservations, provisions, conditions and stipulations contained in Patent:
Recorded: in Book 5, Page 193, as File No. 144, Deed Records, Churchill County, Nevada.
12. Reservations, provisions, conditions and stipulations contained in
Patent No.: 3320
Recorded: in Book 5, Page 394, Miscellaneous Records, Churchill County, Nevada.
13. Agreements by and between W.W. Williams and the United States of America recorded in Book 8, Page 489, under Document No. 9756; Book 9, Page 163, under Document No. 12185; Book 17, Page 345, under Document No. 79798, Miscellaneous Records, Churchill County, Nevada.
14. Easements, rights of way and any and all matters as disclosed or dedicated on the Map to Accompany Dedication of Venturacci Park to the City of Fallon, Nevada recorded December 21, 1993, under File No. 279046, Official Records, Churchill County, Nevada.
15. Easements, rights of way and any and all matters as disclosed or dedicated on the Venturacci Annexation Map to Support the Annexation of Certain Lands to the City of Fallon, Nevada, recorded January 7, 1994, under File No. 279431, and Certificate of Amendment recorded April 19, 1994, under File No. 281858, Official Records, Churchill County, Nevada.
16. Matters as contained in the Water Right Agreement by and between Venturacci & Sons and the Truckee-Carson Irrigation District recorded August 2, 1995, under Document No. 291488, Official Records, Churchill County, Nevada.
17. Easements, rights of way and any and all matters as disclosed or dedicated on the Parcel Map for Edward & Louie Venturacci, recorded May 25, 2001, under File No. 336445, Official Records, Churchill County, Nevada.
18. Easements, rights of way and any and all matters as disclosed or dedicated on the Parcel Map for Venturacci & Sons, recorded May 13, 2004, under File No. 361187, Official Records, Churchill County, Nevada.
19. Easements, rights of way and any and all matters as disclosed or dedicated on the Subdivision Map for Northgate Subdivision Unit #1, recorded July 30, 2004, under File No. 363405, Official Records, Churchill County, Nevada.
20. Easements, rights of way and any and all matters as disclosed or dedicated on the Venturacci & Son's Annexation Map to Support the Annexation of Certain Lands to the City of Fallon, Nevada, recorded August 2, 2005, under File No. 373482, Official Records, Churchill County, Nevada.
21. Easements, rights of way and any and all matters as disclosed or dedicated on the Parcel Map for Venturacci & Sons, recorded August 2, 2005, under File No. 373483, Official Records, Churchill County, Nevada.

NOTE: We find no open deeds of trust. Escrow please confirm before closing.

NOTE: The following matter pertaining to the Buyer needs to be considered and/or cleared prior to close of Escrow: (none)

NOTE: According to the public records, there have been no Deeds conveying the land described herein within a period of 24 months prior to the date of this Report, except as follows:
(none)

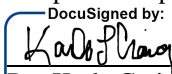
PROPERTY ADDRESS: Not Addressed, Fallon, NV 89406.

NOTE: This report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this report or a resulting title policy for such rights or ownership.

NOTE: The map attached, if any, may or may not be a survey of the land depicted thereon. Western Nevada Title Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provision of the title insurance policy, if any, to which this map is attached.

The foregoing Title Commitment has been read and approved as to form and content:

Oasis Academy Charter School, a Domestic
Nonprofit Corporation

DocuSigned by:

By: Karl Craig, President

Ed Venturacci & Sons, a Nevada general partnership

The Eddie & Gloria Venturacci Family Trust
Its: General Partner

BY: Marlea Pointer, Successor Trustee

BY: Louie I Venturacci Trust dated December 14,
2006
Its: General Partner

BY: L. Steven Venturacci, Successor Trustee

01-43164-21
APN: 1-801-97

EXHIBIT "A"

Parcel 2C of the Parcel Map for Venturacci & Sons, recorded August 2, 2005 as Document No. 373483, Official Records, Churchill County, Nevada.

Western Nevada Title Company

Escrow No.: **01-43164-21**

Date: **February 16, 2021**

NOTICE TO ALL BUYERS AND SELLERS OF REAL ESTATE The Foreign Investment in Real Property Tax Act (FIRPTA)

BUYER'S RESPONSIBILITY TO WITHHOLD: Section 1445 of the Internal Revenue Code requires all Buyers who purchase real property in the United States from foreign Sellers to withhold either ten percent (10%) or fifteen percent (15%) of the total purchase price and to pay that amount to the Internal Revenue Service (IRS) within twenty (20) days of the date escrow closes unless an exemption from withholding applies. **IF BUYER FAILS TO WITHHOLD AND TIMELY PAY THE IRS THE CORRECT WITHHOLDING AMOUNT ON A NON-EXEMPT SALE, BUYER WILL BE LIABLE TO THE IRS FOR THE AMOUNT OF THE TAX OWED AND ALL APPLICABLE PENALTIES AND INTEREST.**

If two or more persons are joint Buyers, each is obligated to withhold. However, the obligation of each will be met if one of the joint Buyers withholds and transmits the required amount to the IRS.

WHO IS A FOREIGN SELLER? In general, a foreign person is a non-resident alien individual, foreign corporation, foreign trust or foreign estate, but not a resident alien individual.

BUYERS: Buyer will not be required to withhold under FIRPTA if Buyer obtains from Seller, a certification of non-foreign status pursuant to the IRS regulations, unless Buyer has knowledge that the Seller's certification is false. This certification must (1) state that Seller is not a foreign person; (2) set forth Seller's name, taxpayer identifying number and address; and (3) be signed by Seller under penalties of perjury. Buyer must retain this certification until the end of the fifth taxable year following the taxable year in which the sale takes place and to make the certification available to the IRS when requested.

QUALIFIED SUBSTITUTE: Seller may furnish the Non-Foreign Affidavit to a "Qualified Substitute" instead of the buyer provided that the Qualified Substitute furnishes a statement to the buyer stating, under penalty of perjury, that the Qualified Substitute is in possession of the Non-Foreign Affidavit. A Qualified Substitute is defined as: (1) the person (including any attorney or title company) responsible for closing the transaction, other than the seller's agent, and (2) the buyer's agent. (See IRC § 1445(f)(6)).

FOREIGN SELLERS: Foreign Sellers should consult with an attorney familiar with FIRPTA before entering into any negotiations or contracts for the sale of their property. If a foreign Seller acts promptly, such Seller may be able to have the IRS: (1) issue a withholding certificate that either reduces or eliminates the withholding requirements for the transfer of Seller's property; (2) make an early refund to Seller of the amount withheld; or (3) establish that no gain is recognized under pertinent provisions of the Internal Revenue Code or the provisions of any United States treaty.

If one or more foreign persons and one or more U.S. persons jointly transfer a U.S. real property interest, the amount realized from the transfer must be allocated among the transferors based on their capital contribution to the property. For this purpose, a husband and wife are treated as having contributed 50% each unless it is specifically indicated otherwise.

EXEMPTIONS: Below are some examples of when the IRS would generally not require withholding under FIRPTA.

1. Buyer is purchasing the property for Buyer's use as a residence for a certain period of time and the total amount paid for the property is \$300,000.00 or less.
2. Either Buyer or Seller applies for and obtains a withholding certificate from the IRS that specifies: (1) Seller is exempt from paying taxes on the gain; or (2) Seller has entered into an agreement with the IRS to pay the tax owed.
3. Gain on the sale is not recognized under certain provisions of the Internal Revenue Code or the provisions of any United States treaty. **BUYERS AND SELLERS ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY OR TAX PROFESSIONAL REGARDING WHETHER ANY GAIN IS RECOGNIZED UNDER THE PROVISIONS OF THE INTERNAL REVENUE CODE AND THE PROCEDURES THAT MUST BE FOLLOWED IF THE BUYER DOES NOT WITHHOLD BASED ON THE FACT THAT NO GAIN IS RECOGNIZED.**

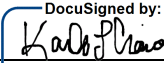
Neither **Keller Williams Group One, Inc. or Berney Realty, Ltd.** nor its agents are qualified to determine the rights and obligations of any particular individual under the Foreign Investment in Real Property Tax Act. If you have any questions regarding the applications of FIRPTA, your obligations under the act or whether you are a foreign person as defined in the act, please seek the advice of an attorney.

Receipt of a copy of this Notice is hereby acknowledged.

2/16/2021

Date: _____

Oasis Academy Charter School, a Domestic
Nonprofit Corporation

DocuSigned by:

By: Karla Craig, President

Ed Venturacci & Sons, a Nevada general partnership

Certificate Of Completion

Envelope Id: 583B023B61D24C459AD168D3018CF5C6	Status: Completed
Subject: 01-43164-21 - Buyer Escrow Pakage	
Source Envelope:	
Document Pages: 26	Signatures: 7
Certificate Pages: 4	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Rena Alvarez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2258 Reno Highway Ste A
	Fallon, NV 89406
	Rena@wntco.com
	IP Address: 64.113.173.209

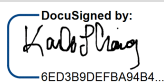
Record Tracking

Status: Original	Holder: Rena Alvarez	Location: DocuSign
2/16/2021 9:21:24 AM	Rena@wntco.com	

Signer Events

Karla Lynn Craig
karlalynn6@yahoo.com
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 38.70.238.31
Signed using mobile

Timestamp

Sent: 2/16/2021 9:36:35 AM
Viewed: 2/16/2021 6:00:04 PM
Signed: 2/16/2021 6:01:33 PM

Electronic Record and Signature Disclosure:
Accepted: 7/30/2019 4:45:39 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/16/2021 9:36:35 AM
Certified Delivered	Security Checked	2/16/2021 6:00:04 PM
Signing Complete	Security Checked	2/16/2021 6:01:33 PM
Completed	Security Checked	2/16/2021 6:01:33 PM

Payment Events

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Western Nevada Title Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Western Nevada Title Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rhonda@wntco.com

To advise Western Nevada Title Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rhonda@wntco.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Western Nevada Title Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rhonda@wntco.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Western Nevada Title Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to rhonda@wntco.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

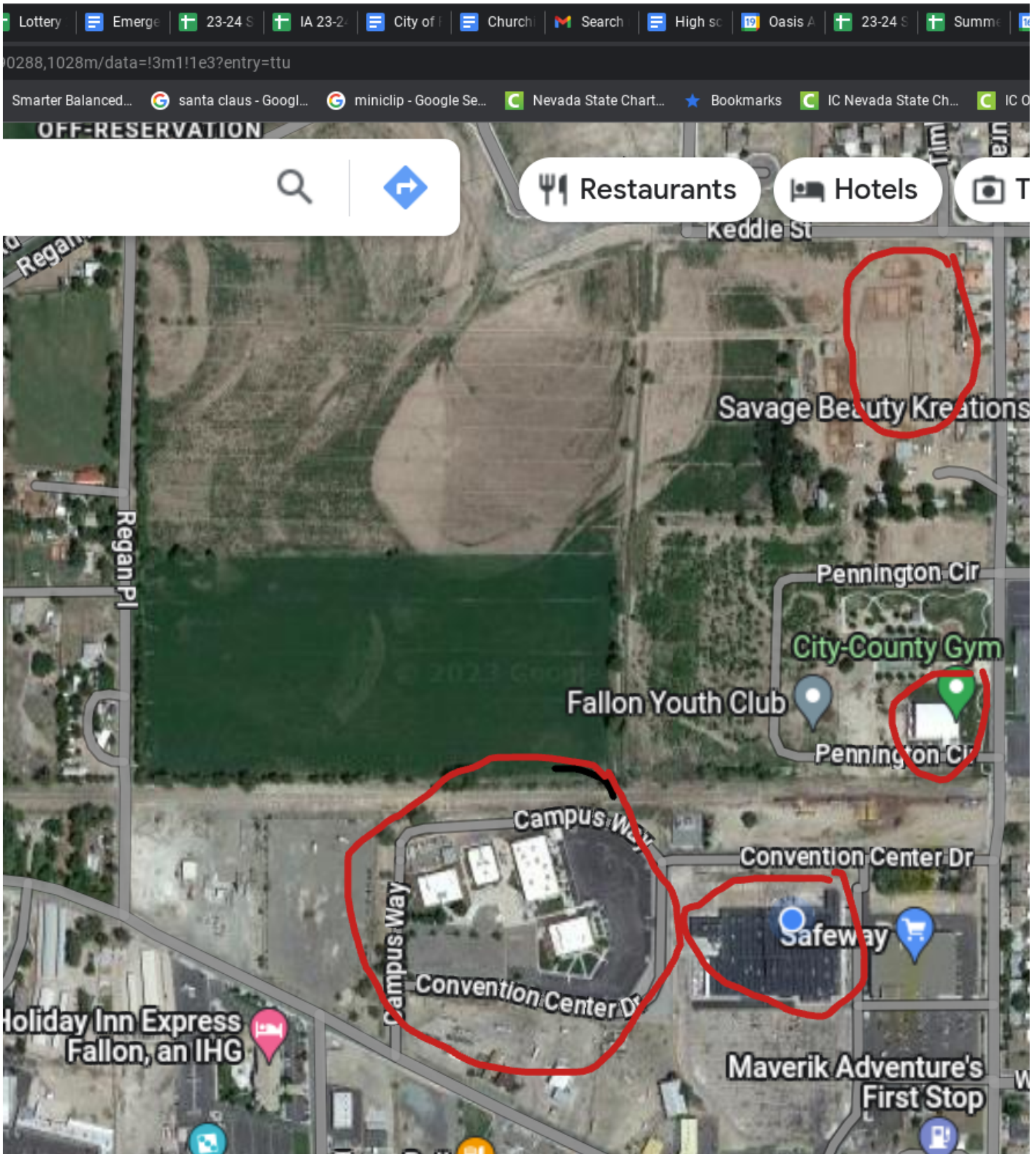
Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Western Nevada Title Company as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Western Nevada Title Company during the course of my relationship with you.





AIA[®] Document B104[®] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 3rd day of April in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Oasis Academy Charter School
920 West Williams Avenue
Suite 100
Fallon, NV 89406

and the Architect:
(Name, legal status, address and other information)

Frame Architecture, Inc A Nevada Subchapter S Corporation
4090 South McCarran Blvd, Unit E
Reno, NV 89502

for the following Project:
(Name, location and detailed description)

New approximately 12,500 sf High School
Churchill County apn 001-801-97
8.7 acre parcel is south of Keddie Street and west of Venturacci Lane

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

New 12,750 sf High School based on the programmatic design plan provided by the client. Project to include site master planning of site for future gymnasium, athletic fields and expansion of High School.

Owner's budget for the cost of work is \$5,406,250 including site improvements.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation, by change order signed by both Architect and Owner.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

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party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000
- .2 Automobile Liability
\$1,000,000
- .3 Workers' Compensation
\$100,000
- .4 Professional Liability
\$2,000,000 Occurrence / \$3,000,000 Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical, engineering and landscape architecture services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, and by written change order signed by Owner and Architect the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits,

the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Interior Design, Furnishings Fixtures and Equipment - \$25,000

Planning Entitlements, including but not limited to Special Use Permit, Zone Change, Variance, etc – Cost +15%

Civil Engineering Agency Permitting and Additional Work – Cost +15%

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Forty (40) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

(Paragraph deleted)

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§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 180 days after the Architect submits the Construction Documents to the Owner shall adjust their budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

(Paragraph deleted)

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- [X] Arbitration pursuant to Section 8.3 of this Agreement
- [] Litigation in a court of competent jurisdiction
- [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$25,000

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional

credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

\$296,049.00

.2

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

to be negotiated by a written change order signed by both Owner and Architect at time of request of supplemental services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Cost + 15%

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Thirty Five	percent (35	%)
Construction Documents Phase	Forty Five	percent (45	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

Init.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached Fee Schedule

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

18 % Eighteen

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

none

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Samantha Gomes Chair
(Printed name and title)



ARCHITECT (Signature)

Jeffery L Frame, Owner, NV License #3904
(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:03:25 ET on 05/23/2023.

PAGE 1

AGREEMENT made as of the 3rd day of April in the year 2023

...

Oasis Academy Charter School
920 West Williams Avenue
Suite 100
Fallon, NV 89406

...

Frame Architecture, Inc A Nevada Subchapter S Corporation
4090 South McCarran Blvd, Unit E
Reno, NV 89502

...

New approximately 12,500 sf High School
Churchill County apn 001-801-97
8.7 acre parcel is south of Keddie Street and west of Venturacci Lane

PAGE 2

New 12,750 sf High School based on the programmatic design plan provided by the client. Project to include site master planning of site for future gymnasium, athletic fields and expansion of High School.

Owner's budget for the cost of work is \$5,406,250 including site improvements.

§ 1.2 ~~The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~ compensation, by change order signed by both Architect and Owner.

PAGE 3

\$1,000,000

...

\$1,000,000

...

\$100,000

...

\$2,000,000 Occurrence / \$3,000,000 Aggregate

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering ~~electrical, engineering~~ and landscape architecture services. Services not set forth in this Article 3 are Supplemental or Additional Services.

...

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, and by written change order signed by Owner and Architect the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

PAGE 4

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project ~~and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

...

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, ~~update the estimate for the Cost of the Work~~ and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents ~~and of the latest estimate of the Cost of the Work,~~ shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

PAGE 6

Interior Design, Furnishings Fixtures and Equipment - \$25,000

Planning Entitlements, including but not limited to Special Use Permit, Zone Change, Variance, etc – Cost +15%

Civil Engineering Agency Permitting and Additional Work – Cost +15%

...

§ 4.2.2 The Architect has included in Basic Services Forty (40) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 7

~~§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the~~

~~Project, and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.~~

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90-180 days after the Architect submits the Construction Documents to the Owner ~~the Owner's shall adjust their~~ budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

~~§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

PAGE 9

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 11

\$0.00

...

\$25,000

PAGE 12

\$296,049.00

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

...

to be negotiated by a written change order signed by both Owner and Architect at time of request of supplemental services

...

Cost + 15%

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:

...

Design Phase	<u>Thirty Five</u>	percent (<u>35</u>	%)
Construction Documents Phase	<u>Forty Five</u>	percent (<u>45</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)

PAGE 13

See attached Fee Schedule

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

...

An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

18 % Eighteen
PAGE 14

none

...

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this agreement.)~~

...

~~.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

...

Samantha GomesChair

Jeffery L Frame, Owner, NV License #3904

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jeffery L. Frame, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:03:25 ET on 05/23/2023 under Order No. 2114437779 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

OWNER

(Dated)

6.15.2023

WILLIAM N. PENNINGTON

FOUNDATION

RICHARD P. BANIS
Director

FRED V. SCARPELLO
Director

July 5, 2023

Ms. Melissa Mackedon, CEO
Oasis Academy
920 W. Williams Avenue
Fallon, NV 89406

Dear Ms. Mackedon:

On May 31, 2023, the Trustees for the William N. Pennington Foundation approved a grant in the amount of \$3,736,499 to Oasis Academy, Fallon, Nevada. The grant is specifically for the proposed construction of a new school building in Fallon, Nevada.

It should be noted that grant funding from the Pennington Foundation is totally contingent upon Oasis Academy entering into a fully executed construction contract with a building contractor and total costs for the project in the construction contract do not exceed the total costs represented by Oasis Academy in the grant application submitted to the Pennington Foundation.

Please contact my office at 775-333-9100 if you require any additional information.

Sincerely,



Butch Anderson
CPA/CFO

250 RESTORATIVE JUSTICE

At Oasis Academy we believe in providing opportunities for personal growth for all students in a safe and accepting environment. To do this, we utilize restorative disciplinary practices in accordance with NRS Chapter 392.

RESTORATIVE JUSTICE

Restorative Justice means nonpunitive intervention and support provided by the school to a pupil to improve the behavior of the pupil and remedy any harm caused by the pupil. Restorative justice requires more focus on repairing relationships, mediation techniques, alternative accountability, and community collaboration in working with the holistic development and improvement of each student.

Nevada Law SB 354 was passed in 2021. It amended NRS 392.4644 to read as follows:

1. The board of trustees of each school district shall establish a plan to provide for the restorative discipline of pupils and on-site review of disciplinary decisions. The plan must:
 - (a) Be developed with the input and participation of teachers, school administrators and other educational personnel and support personnel who are employed by the school, pupils who are enrolled in schools within the school and the parents and guardians of pupils who are enrolled in schools within the charter school.
 - (b) Be consistent with the written rules of behavior prescribed in accordance with NRS 392.463.
 - (c) Include, without limitation, provisions designed to address the specific disciplinary needs and concerns of each school within the charter school.
 - (d) Provide restorative disciplinary practices which include, without limitation:
 - (1) Holding a pupil accountable for his or her behavior;
 - (2) Restoration or remedies related to the behavior of the pupil;
 - (3) Relief for any victim of the pupil; and
 - (4) Changing the behavior of the pupil.
 - (e) Provide for the temporary removal of a pupil from a classroom or other premises of a public school in accordance with NRS 392.4645.
 - (f) Provide for the placement of a pupil in a different school within the school district in accordance with NRS 392.466.

(g) Include the names of any members of a committee to review the temporary alternative placement of pupils required by NRS 392.4647.

(h) Be in accordance with the statewide framework for restorative justice developed pursuant to NRS 388.1333, including, without limitation, by addressing the occurrences of the suspension, expulsion, or removal of pupils from school that disproportionately affect pupils who belong to a group of pupils listed in subsection 2 of NRS 385A.250.

(i) Be posted on the Internet website maintained by the charter school.

DISCRETION

In all circumstances, school administrators will make decisions based upon the health, safety, and welfare of all students. Decisions will be made regardless of real or perceived race, creed, religion, sex, sexual orientation, gender identity, economic status, and/or disability status with a focus on student success and their pathway to graduation. The use of restorative justice can be used in conjunction with progressive discipline as needed, *at the administrator's discretion*.

WRITTEN RULES OF BEHAVIOR

Per NRS 392.463, Oasis Academy has its written rules of behavior documented in its policies – 525 SCHOOL RULES, 258 PROHIBITED CONDUCT, 262 SUSPENSIONS, 266 EXPULSION AND LONG-TERM SUSPENSION, 264 REMOVAL FROM A SPECIFIC CLASS, and 268 STUDENT DISCIPLINE HEARING. All of Oasis Academy's policies are posted to the website. The policies with the restorative discipline plan in it are revised every year and approved by the Board.

COMPLIANCE DATES

On or before September 15 of each year: Input from Stakeholders

Oasis Academy's Restorative Discipline Plan must be reviewed in consultation with teachers, school administrators, other educational and support personnel, parents/guardians, and students who are enrolled in the school. Oasis Academy will determine whether and to what extent the occurrences of the suspension, expulsion or removal of pupils from school disproportionately affect pupils who belong to a group of pupils listed in subsection 2 of NRS 385A.250. After the review, recommendations for revisions. Thereafter, a copy of the plan or revised plan shall be posted on Oasis Academy's website and then distributed to each teacher, school administrator and all educational support staff, by written or electronic means.

On or before November 15 of each year: Report to the Superintendent's Office

Each Board of Trustees shall submit a written report to the Superintendent of Public Instruction that describes the progress made by the charter school with respect to complying with the requirements of NRS392.4644(3)(a). The progress report shall be posted on the school's website.

Each quarter of each year: Suspension & Discipline Reporting

The administrator of each school must report data related to student discipline to the Board of Trustees which must include, without limitation: the number of expulsions and suspensions of pupils and the number of placements of pupils in another school. Such data must be disaggregated into subgroups of students and types of offense. Oasis Academy shall, to the extent allowed by Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, post the data on their website.

PLAN OF ACTION BEFORE REMOVAL, SUSPENSION, OR EXPULSION

Oasis Academy provides the below examples of plans of action, based on restorative justice, as options to be used prior to removing a pupil from a classroom or premises, or prior to suspension or expulsion. This is not an exhaustive list and other options may be determined appropriate under the circumstances. Additionally, these plans are only to be used to the extent reasonable and practicable and are inapplicable as provided in NRS 392.466.

Positive Behavioral Interventions & Supports (PBIS)

PBIS practices have been incorporated into this restorative discipline plan. PBIS is multi-tiered structure for implementing practices and the systematic use of data provide a framework for using Restorative Practices that include a process for including youth, staff, and community voice within that framework. PBIS provides for tiers in working with students who make poor decisions. Administrators and staff use the appropriate tier when it comes to specific students and specific cases.

Tier 1 Supports (Preventive/Proactive Practices) - Focuses on the prevention of problem behavior by emphasizing universal support.

Oasis Academy utilizes various forms proactive approaches to prevent poor decisions, including, but are not limited to, positive behavior supports, character recognition, behavioral support teams, social and emotional learning curriculum.

Tier 2 Supports (Responsive Practices) - Designed to prevent the development and escalation of problem behaviors for students who are identified as being at risk for developing chronic behavior problems.

Oasis Academy provides targeted support to students who aren't successful with Tier 1 support alone. This level is more focused and based on behavior data and documentation, and includes, but is not limited to, small group social skills instruction, academic small group support, parental support, mentoring, and alternative conflict resolution.

Tier 3 Supports (Restorative and Reintegrative Practices) - Designed to reduce the intensity, frequency, and/or complexity of problem behaviors by providing individualized behavior support using evidence-based interventions.

Oasis Academy provides individualized interventions and supports to reduce the occurrences and/or intensity of undesirable behaviors. Students requiring Tier 3 support are referred to our Behavior Support Team. Possible intervention includes, but is not limited to, a tribunal meeting known as a Restorative Justice Action Plan, mentoring, counselor referral, behavior contract/plan with rewards or goals, and student check-ins.

Trauma-Informed Practice

Trauma-Informed practices have been incorporated into this restorative discipline plan. Trauma is an emotional, psychological, physical, and/or neurological response to a real or perceived threat to life, well-being, or safety. When a traumatic experience occurs, a person's or community's sense of safety and well-being can be damaged such that the usual ways of coping don't seem to work. Oasis provides the following strategies and plans for trauma:

Provide comfortable environment that enhances safety and minimizes arousal – provide distractions (Fidget toys, art, access to door, food, or beverages), ask (What can we do to make you feel as good as possible in this room?), and limit physiological arousal (loud voices, crowded spaces).

Watch for signs of re-traumatization – avoiding eye contact, repetition, getting quiet, withdrawal, denial, blaming others, avoidance, and minimization of problem.

Required Parent Conference

A Required Parent Conference (RPC) can be used by campus leadership when a student parent conference or temporary removal of a student is required by NRS 392.4646. Except as otherwise provided, not later than 3 school days after a pupil is removed from a classroom or any other premises of a public school, a conference must be held with, the pupil, a parent or legal guardian, the administrator, and staff member who removed pupil. Written or oral notice will be provided by the administrator. The conference and notices must comply with NRS 392.4646.

Homeless Pupil

Before removing a pupil from a classroom or any other premises for more than 1 school day, the administrator must contact the local educational agency liaison for homeless pupils designated in accordance with the McKinney-Vento Homeless Assistance Act of 1987, 42 U.S.C. §§ 11301 et seq., or a contact person at a school, including, without limitation, a school counselor or school social worker, to make a determination of whether the pupil is a homeless pupil as required by NRS 293.4646

RESTORATIVE DISCIPLINE

Restorative Practice for Offending Student

When students make poor decisions or demonstrate unacceptable behaviors, the administration will implement a Restorative Action Plan for the student in addition to progressive disciplinary consequences as needed. This is based on the infraction and its severity, student discipline history, the effect on campus safety & culture, the remorsefulness of the offender.

If future offenses are committed by the same student, actions may be implemented, including, but not limited to, the following:

- Increased Amount of Restorative Practices
- Restorative Action Plan (revision based on behavior)
- Behavior Development Plan
- Community Intervention Plan
- Behavior Contract
- Discipline Committee Review

These plans focus on interventions which provide the student with community support, socioemotional learning support, building accountability, and repairing harm done to the victim(s). This opportunity allows the offending student to reflect on the poor decision made and make the choice to improve.

It is important to note that common sense and good judgment will prevail in all cases. Oasis Academy students are expected to show respect for themselves and others. Students are expected to behave in ways that are acceptable to classmates and conducive to learning. Behavior can be generally corrected when parents and teachers work together. Continued disregard for school rules is a key factor for including progressive consequences. Restorative action is also commensurate to the severity of the offense.

Administration will make the final decision on disciplinary actions. If the administration determines that Restorative Action Plan would not be practicable or more punitive action is needed, the following discipline measures may be imposed: Required Parent Conference, Suspension, or Expulsion.

If the student continues to exhibit disruptive, dangerous, defiant, or otherwise undesired behavior and/or the student violates their Restorative Action Plan, parents must come to campus and attend a Required Parent Conference. The conference may include members of the Restorative Justice Team, members of the leadership team, the parent(s)/guardian(s), and the student.

Oasis Academy's Restorative Action Plan Template is included in this policy.

Relief for Victims

The victim shall report any retaliatory behavior and any improper communication directed at the victim. Oasis Academy shall be available for the care and support for the victim's wellbeing. The following are potential steps to be taken:

1. The necessary staff members will be apprised of the situation and will make every effort to provide support.
2. Any school staff who witness or are otherwise made aware of any harassing, intimidating, cyberbullying, bullying, or retaliatory behavior directed toward the student will intervene immediately and will report such behavior to the administrator.
3. A teacher will be designated as the student's primary point of contact (trusted adult) on staff.
4. A leadership administrator or student support staff member will meet with the student as much as needed, even daily.

If a pupil is the victim of a violent offense while at school, or on the grounds of the school in which the pupil is enrolled, that pupil must be offered the choice to attend another public school, including, without limitation, a charter school consistent with NRS 392.017.

Suspension

Only students who are at least 11 years old may be removed from Oasis Academy, suspended, or expelled with the following exceptions:

Any student in possession of a firearm or dangerous weapon under NRS 392.466(3) or under extraordinary circumstances, in which case a school may request an exception to this prohibition from the Board of Trustees or their designee. NRS 392.466(9), NRS 392.467(1).

In the cases where student safety is of concern, the board designates the senior administrator on site to review the circumstances and approve short term suspension until the required parent conference and PBIS, Trauma Informed Practices, and/or Restorative Practices can be put in place.

Accordingly, suspension or expulsion of students in Oasis Academy will occur only in compliance with all state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act, as applicable. When city, state or federal laws have been violated, a referral will be made to the proper legal authorities.

Additionally, Oasis Academy will provide restorative justice intervention and action plan prior to the expulsion or removal of a student for infractions, to the extent practicable.

A suspension lasting for 3 days or longer shall be deemed a Significant Suspension.

See also 262 Suspensions & 266 Expulsion and Long-Term Suspension.

Habitual Disciplinary Problem

If a student has been suspended from Oasis Academy, school administrators will develop a Restorative Action Plan. This intervention and action plan should be designed to prevent the student from being deemed a habitual disciplinary problem. If infractions continue despite the implementation of the action plan with fidelity, a student will be considered a Habitual Disciplinary Problem (HDP). Written evidence must be providing within one school year the student has:

1. The pupil has either threatened or extorted, or attempted to threaten or extort, another pupil, a teacher, or other personnel employed by the school, two or more times, or the pupil has a record of five significant suspensions from the school for any reason;
2. The pupil has not entered into and participated in a behavior plan; and
3. The behavior of the pupil was not caused by homelessness, as determined in consultation with the local educational agency liaison for homeless pupils designated in accordance with the McKinney-Vento Homeless Assistance Act of 1987, 42 U.S.C. §§ 11301 et seq., or a contact person at a school, including, without limitation, a school counselor or school social worker.

A student who is declared a Habitual Disciplinary Problem (NRS 392.455) and is at least 11 years old, will be suspended or expelled from school for a period not to exceed one school semester as determined by the seriousness of the acts which were the basis for the discipline or expelled from school under extraordinary circumstances.

See also 262 Suspensions & 266 Expulsion and Long-Term Suspension.

Expulsion

See also 266 EXPULSION AND LONG-TERM SUSPENSION.

Appeals Hearing and Placement as Different School

At an Appeals Hearing, the Board of Directors will consider all evidence, including evidence from the investigation, witness statements, live testimony, etc. The decision by the Board of Directors will be final. If the hearing is waived or the Board of Directors confirms the decision to expel, according to NRS 392.466(3), a parent/guardian must know they may:

- a. Enroll their child in a private school pursuant to chapter 394 of NRS or homeschool their child;
- or b. Enroll their child in a program of independent study provided pursuant to NRS 389.155 for pupils who have been suspended or expelled from public school or a program of distance education provided pursuant to NRS 388.820 to 388.874, inclusive, if the pupil qualifies for enrollment and is accepted for enrollment in accordance with the requirements of the applicable program.

Parent(s)/Guardian(s) may also enroll their child in the zoned school. The zoned school has the choice of whether to enroll the student or not as a student expelled from public school.

Legal References:

NRS 385A.250
NRS 386.585
NRS Chapter 388
NRS 389.155
NRS 392.017
NRS 392.455
NRS 392.4644
NRS 392.466
NRS 392.467

BELOW IS A TEMPLATE OF OASIS ACADEMY'S RESORATIVE ACTION PLAN

OASIS ACADEMY'S RESORATIVE ACTION PLAN

[School Letter Head]

[Insert Date]

Student Name:

DOB:

Grade:

Parent/Guardian(s):

Discipline Administrator:

Other People Present in the Meeting:

Meeting Date, Time & Location:

Restorative Interventions and Explanation

Support by Community

- Starting on [date], [student name] will have weekly check-ins with [staff name], [staff position]. [student name] will also be able to request to meet with [second staff] 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 (SEL)

- [Student] will participate in [SEL activity] tailored to their needs, starting with a lesson on respect (towards others and themselves) on [date]. [Student] will complete the assignment and participate in a debriefing with a [staff name].
 - This intervention was selected to intentionally teach students 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], [student] participated in [restorative justice practice] with [staff name] to discuss the events leading up to the incident, how [student] 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 [student] 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], [student] elected to write a letter of apology a to [victim], the [victim] in [student incident]. The letter was sincere and addressed the situation thoroughly. The letter was shared with [victim].
- [Student] was offered the opportunity to sit down with [victim] to discuss the matter. [Write Outcome, i.e.: [victim/student] 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 [student]. [student] has had the opportunity to reflect on their actions and see the impact their choices have had on the educational environment. [student] 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 [student] with access to multiple staff members and opportunities to seek assistance, we are helping [student] to see that there are many people on campus who care about them and their success. We want to ensure [student] knows that they can come to any of us for help or assistance and we can help them work through their struggles.

Students can also earn progressive discipline in conjunction with this restorative action plan based on the severity of the offense, history of the offender, and the administrator's discretion.

For future re-offenses, student will face any of these restorative interventions:

- Behavior Development Plan
- Community Intervention Plan
- Behavior Contract
- Discipline Committee Review

If a student decides to not sign or to not agree to this restorative justice action plan, or chooses to not participate in any step of this restorative justice action plan, this will lead to progressive discipline, which school leadership can determine at their discretion considering the incident, severity, and any past behavioral history. Progressive discipline includes (but is not limited to):

- Detention
- In-School Suspension (length TBD)
- Out-of-School Suspension (length TBD)
- Expulsion Review

Student Comments or Concerns:

Parent/Guardian's Comments or Concerns:

The following have read, acknowledge, and agree to the above Restorative Action Plan.

Student Signature: _____ Date: _____

Parent or Guardian's Signature: _____ Date: _____

Administrator Signature: _____ Date: _____