

STATE OF NEVADA,
State Public Charter School Authority (SPCSA),

Petitioner

vs.

100 ACADEMY OF EXCELLENCE, INC. DBA
FUTUREEDGE CHARTER ACADEMY (FuturEdge),

Defendant

On Friday, July 31, 2026, the SPCSA held a public hearing in compliance with the procedures for adjudication of contested cases under Nevada Revised Statutes (NRS) Chapter 233B and made a final determination regarding the Notice of Termination of FuturEdge as approved by the SPCSA Board on June 26, 2026, in accordance. The Board issued the following findings of fact, conclusions of law, and order:

1. Board members present in person were: Chair Kurt Thigpen, Vice Chair Ty Whitaker, Member Janelle Addis, and Member Victoria Turner. Board members present online were: Member Ivett Aldaba, Member Victor Salcedo, and Member Courtney Stern.
2. Todd Weiss, Senior Deputy Attorney General, was present and appeared as counsel for the Board. Samantha King Powell, General Counsel for the SPCSA, was present and appeared as the prosecutor for the Board. Michael Marshall appeared as the acting president solely as a witness for the FuturEdge governing body. There was no representation present for FuturEdge.

NRS 388A.330 gives the SPCSA Board the authority to terminate a charter contract in compliance with the procedures for adjudication of contested cases under NRS Chapter 233B.

Based upon the record before the SPCSA Board and applying a preponderance-of-the-evidence standard, the Board makes the following Findings of Fact:

- FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER - 1

2. FuturEdge was provided an opportunity to cure identified deficiencies concerning its facility and bond obligations, governing body, relationship with Support Solutions Services, and financial condition and budget.
3. FuturEdge was required to cure the identified deficiencies by July 27, 2026.
4. The SPCSA issued a notice of termination on June 26, 2026, alleging that FuturEdge had violated multiple components of NRS 388A.330.
5. The SPCSA Board's Notice of Termination provided a list of four cure items that, if completed fully, would cure the violation of NRS 388A.330.
6. The SPCSA Board gave FuturEdge 31 days to cure the deficiencies.

IV. BOND DEFAULT AND FINANCIAL IMPAIRMENT

1. FuturEdge was required to demonstrate that it had secured a facility sufficient to support its continued operation.
2. As of July 27, 2026, FuturEdge had not provided evidence of a fully executed lease for a new facility meeting the requirements established by the SPCSA.
3. FuturEdge was also required to demonstrate that its outstanding bond obligation had been paid in full without incurring additional debt.
4. As of July 27, 2026, FuturEdge had not provided sufficient evidence demonstrating that the bond had been paid in full without the school incurring additional debt.
5. Accordingly, FuturEdge did not complete Cure Item 1 by the July 27, 2026 deadline.
6. FuturEdge was further required to submit a budget approved by a legally constituted governing body that accurately reflected the school's anticipated financial position and demonstrated its ability to continue operating.
7. The required budget was to account for, at a minimum, the costs associated with a new facility, all anticipated revenues and expenditures, the school's bond obligation and other debt, and a financially sustainable plan for continued operations.
8. As of July 27, 2026, FuturEdge had not adopted and submitted a governing-body-approved budget satisfying those requirements.
9. Accordingly, FuturEdge did not complete Cure Item 4 by the July 27, 2026 deadline.

1 V. GOVERNING BODY DEFICIENCIES

- 2 1. FuturEdge was required to establish and maintain a governing body that complied with Nevada law, its
3 charter contract, and the school's governing documents.
4 2. The governing body was required to possess and independently exercise responsibility for the
5 fiduciary, financial, and operational oversight of the school.
6 3. As of July 27, 2026, FuturEdge had not established and maintained a legally compliant governing body
7 satisfying these requirements.
8 4. Therefore, FuturEdge did not complete Cure Item 2 by the July 27, 2026, deadline.

9 VI. IMPROPER EMO CONTROL

- 10 1. FuturEdge had entered into a relationship with Support Solutions Services (SSS) under which SSS
11 served as the school's Educational Management Organization (EMO).
12 2. During that relationship, SSS exercised control over FuturEdge's bank accounts and financial
13 decisions.
14 3. Prior to the July 27, 2026 cure deadline, SSS resigned as FuturEdge's educational management
15 organization.
16 4. SSS's resignation terminated the management relationship and ended SSS's authority to act on behalf
17 of FuturEdge.
18 5. Accordingly, FuturEdge completed Cure Item 3 by the July 27, 2026, deadline.

19 VII. CONCLUSIONS OF LAW

20 Based upon the foregoing Findings of Fact and the record before it, and applying a preponderance-of-the-
21 evidence standard, the Board concludes as follows:

- 22 1. Completion of Cure Item 3 did not cure FuturEdge's failure to complete Cure Items 1, 2, and 4.
23 2. FuturEdge is financially impaired such that the charter school cannot continue to operate.
24 3. FuturEdge materially breached its charter contract and failed to comply with Nevada law by failing to
25 establish and maintain a legally compliant governing body capable of independently exercising the
26 fiduciary, financial, and operational oversight responsibilities of the school.
27 4. FuturEdge failed to comply with NRS 388A.393 because SSS exercised control over the school's bank
28 accounts and financial decisions.

1 VIII. ORDER

2 Having found by a preponderance of the evidence the Findings of Fact and Conclusions of Law set forth
3 herein and having unanimously voted, THE SPCSA BOARD HEREBY ORDERS:

4 1. Pursuant to NRS 388A.330, the charter contract between the State Public Charter School Authority and
5 100 Academy of Excellence, Inc., doing business as FuturEdge Charter Academy, is terminated effective July 31,
6 2026.

7 2. Brandi Adams Bressler is hereby appointed as the school closure administrator.

8 Dated this 27th day of August, 2026.

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10 NEVADA STATE PUBLIC CHARTER SCHOOL AUTHORITY

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Kurt Thigpen, Chair

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14 Submitted by:

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Samantha King Powell, Esq,
19 General Counsel, State Public Charter School Authority

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FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER - 4

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FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER - 5