

1. Public Comment. (Public comment pursuant to this item should be limited to items listed on the agenda.)
2. Approval of Flexible Agenda (Kathleen Conaboy, SPCSA Chair)
3. Approval of April 16, 2013 Meeting Minutes (Kathleen Conaboy, Chair) (**Page 1**)
4. Authority Update (Kathleen Conaboy, Chair) (**Page 9**)
5. Director's Report (Steve Canavero, PhD, Director, SPCSA) (**Page 10**)
6. SPCSA FY14 Budget (Brian Flanner, Administrative Services Officer, SPCSA; Katie Higday, Management Analyst, SPCSA)(**Page 11**)
  - A. New Federal Programs
  - B. Transition to a Stand-Alone Agency
7. Legislative Update (Steve Canavero, PhD, Director, SPCSA; Kathleen Conaboy, Legislative Liaison, Chair SPCSA; Robert McCord, Legislative Liaison, SPCSA Member; Nora Luna, Legislative Liaison, SPCSA Member ) (**Page 13**)
  - A. AB 205 <https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB205>
  - B. SB 384 <https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB384>
  - C. SB 443 <https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB443>
  - D. SB 471 <https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB471>
  - E. Other
8. Review of Academic Indicators and feedback from school administrator and governing board meetings (Steve Canavero, PhD, Director, SPCSA; Katherine Rohrer, Education Program Professional, SPCSA)(**Page 23**)
9. Approval of the State Public Charter School Authority Performance Framework for implementation in the FY14/SY2013-2014 (Steve Canavero, PhD, Director, SPCSA; Katherine Rohrer, Education Program Professional, SPCSA; Tom McCormack, Education Program Professional, SPCSA; Brian Flanner, Administrative Services Officer, SPCSA)(**Page 27**)
10. Discussion of the SPCSA designation as the Local Education Agency (LEA) for purposes of Special Education (Rorie Fitzpatrick, Interim Superintendent of Public Instruction, Nevada Department of Education; Marva Cleven, State Special Education Director, Nevada Department of Education)(**Page 53**)
11. Presentation of the charter contract consistent with statute revised by Assembly Bill 205 (Steve Canavero, PhD, Director SPCSA)(**Page 54**)
12. Consideration of the application for renewal submitted by Nevada Virtual Academy and recommendation to approve the Nevada Virtual Academy charter (Steve Canavero, PhD, Director SPCSA, Don Corry, Nevada Virtual Academy Board President; Representatives of Nevada Virtual Academy) (**Page 88**)
13. Discussion and development of policy related to the Director of the State Public Charter School Authority pursuit of other business as described in NRS 386.5115. (Steve Canavero, PhD) (**Page 110**)

14. Acknowledgement of Service (Steve Canavero, PhD, Director, SPCSA)(*Page 112*)
  - A. Elissa Wahl, SPCSA Vice Chair
  - B. Nora Luna, SPCSA Member
  - C. Marc Abelman, SPCSA Member
15. Member Comment (*Page 113*)
16. Public Comment. (Public comment pursuant to this item may be on any topic, principally those related to the Nevada State Public Charter School Authority.)
17. Next meeting date: Tentatively July 25 – 26 (Meeting and Retreat) (*Page*)
18. Adjournment

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T: Approval of April 16, 2013**

**Meeting Minutes**

<u>  /  /  </u>	Public Workshop
<u>  /  /  </u>	Public Hearing
<u>  /  /  </u>	Consent Agenda
<u>  /  /  </u>	Regulation Adoption
<u>  /  /  </u>	Approval
<u>  /  /  </u>	Appointments
<u>  /  x/  </u>	Information
<u>  /  x/  </u>	Action

MEETING DATE: June 21, 2013

AGENDA ITEM: 3

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S): Kathleen Conaboy, Chair, SPCSA**

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**RECOMMENDATION: Approve April 16, 2013 Minutes**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 10 mins**

**BACKGROUND:**

**SUBMITTED BY:** \_\_\_\_\_

**NEVADA STATE PUBLIC CHARTER SCHOOL AUTHORITY**

**April 16, 2013**

Department of Education  
700 East Fifth Street  
Board Conference Room  
Carson City, Nevada

And

Department of Education  
9890 South Maryland Pkwy  
Second Floor Conference Room  
Las Vegas, Nevada

**MINUTES OF THE REGULAR MEETING**  
**(Tele Conferenced)**

**AUTHORITY MEMBERS PRESENT:**

In Las Vegas:

**Robert McCord**

In Carson City:

**None**

Teleconference

**Marc Abelman**

**Elissa Wahl**

**Kathleen Conaboy**

**Melissa Mackedon**

**Michael Van**

**AUTHORITY MEMBERS ABSENT:**

**Nora Luna**

**AUTHORITY STAFF PRESENT:**

In Las Vegas:

Traci House, Business Process Analyst II, State Public Charter School Authority

In Carson City:

Steve Canavero, Director, State Public Charter School Authority

Katherine Rohrer, Education Program Professional, State Public Charter School Authority

Tom McCormack, Education Program Professional, State Public Charter School Authority

Angela Blair, Education Program Professional, State Public Charter School Authority

Allyson Kellogg, Management Analyst, State Public Charter School Authority

Katie Higday, Management Analyst, State Public Charter School Authority

Danny Peltier, Administrative Assistant, State Public Charter School Authority

**LEGAL STAFF PRESENT:**

**In Las Vegas:**

None

**In Carson City:**

Shane Chesney, Senior Deputy Attorney General

**AUDIENCE IN ATTENDANCE:**

**In Las Vegas:**

Hasan Deniz  
Maria DePina  
Fatih Ozer  
Marlene Battle  
Sebia Rabersen  
Ercan Aydogdu  
Cathy Ranstrom  
Nick Sarisahl  
Ryan Reeves  
M. Gunozu  
Danny Diamond  
Melissa Ozaki  
April Taggart  
Kriby Okuda  
Sarah Di Salvo  
Bettina Di Salvo  
Murhet Ecerslon  
Ferdar Yusekkaya  
John Hawk  
Kathy Kubrik  
Jesse Maloy  
David Disalw

**In Carson City:**

**CALL TO ORDER; ROLL CALL; PLEDGE OF ALLEGIANCE; APPROVAL OF AGENDA**  
Chair Conaboy called the meeting to order at 2:00p.m. with attendance as reflected above.

**Agenda Item 1 - Public Comment**

Members of Coral Academy's staff and students spoke on behalf of Coral Academy and the success the school has had over the past six years. Sarah DiSalvo started at Coral Academy in the 5<sup>th</sup> grade. She said the school and programs within the school has grown incredibly while she has been in attendance. She also spoke about the numerous Advanced Placement classes that Coral offers that help students' chances at being accepted into the college of their choice. Marlene Battle, instructional coach at Coal Academy said she had been at the school for three years. She started as a teacher and took over as the instructional coach. Ms. Battle said she really likes the small class sizes and the involvements teachers can have with the students and their parents.

She said Coral offers Differentiated instruction in order to help along different types of learners. She said the students know that there is a lot of rigorous involved in Coral Academy, but those students also know that within that is a love and true caring for their futures. Maria DePina, site director at 8185 Tamarus Drive campus of Coral Academy. She has been with Coral Academy for five years, and began her tenure with the school as the Dean of Students. She spoke about the experience she has had and how incredible the school environment is. She also complimented the parent involvement at the school, and the partnership they share with Coral Academy's staff in achieving success for the students of Coral Academy. Jesse Maloy, 5<sup>th</sup> grade English teacher, echoed what was said by the other staff members, but also included that the classroom environment is truly exceptional at Coral Academy and like none other that he has seen in is teaching experience.

### **Agenda Item 2 – Approval of January 8, 2013 SPCSA Board meeting minutes**

Chair Conaboy noted a few grammatical corrections.

**Member Van moved to approve the March 22, 2013 minutes. Member Mackedon seconded. The motion carried unanimously.**

### **Agenda Item 3 - Legislative Update**

Director Canavero began by mentioning how busy the legislative session has been and also thanking the legislative liaisons. SB 59, CCSD sponsored, was passed out of committee after the SPCSA decided to withdraw the amendment which looked to be stalling the bill. SB 471, Revolving Loan Account, was noted during the hearing that the Legislative Counsel Bureau (LCB) had suggested language for the bill that may make the bill better, and Director Canavero said that talks were still ongoing regarding the new language and the bill itself. SB 384, which provides for charter schools to access through a conduit issuer to tax-exempt bonds, no longer includes the Authority as the conduit to issue bonds. The language was changed to include business and industry to be the conduit to the bonds that charter schools would be accessing. SB 384 passed out of the Senate Committee and had moved onto the Assembly. Director Canavero also suggested that committee members keep an eye on SB311, which had been called a “parent trigger” bill, and it affects charter by providing the option for charter schools with 3 consecutive years of persistent underperformance to be improved by the parents of the children who attend the school and if that is unsuccessful the school could be converted to an Empowerment school.

In the Assembly, AB205, which creates charter performance contracts, changes language to the lottery language in NRS, and contains default closure language. Director Canavero said that after working with multiple parties, language had been agreed upon and the bill would be moving forward in the legislative process. Chair Conaboy also added that language in AB205 would accommodate both the Nevada School Performance Framework and the charter performance framework that the SPCSA had been working on. Director Canavero felt that automatic closures, while a good idea, needed to be clarified with regard to alternative schools that may not fit within the Nevada School Performance Framework.

Director Canavero finished by discussing SB453, which is a clean-up bill to existing charter school law. IT was authored to remove the Nevada Department of Education's role in reviewing charter applications on behalf of the sponsor of the charter school. The process of how sponsors can become sponsors also was clarified and increasing accountability for charter sponsors across the state.

### **Agenda Item 4 - Recommendation to renew the Coral Academy of Science-Las Vegas charter.**

Director Canavero read from the Coral Academy of Science Las Vegas Renewal Report, which can be seen below:

The Renewal Report for Coral Academy of Science – Las Vegas (CASLV) is a summary of the evidence collected by the State Public Charter School Authority (SPCSA) through its analysis of documentation, review

of the school's Renewal Application along with an analysis of academic performance throughout the charter term.

The decision to renew a charter for a subsequent six-year period is based on a comprehensive review of the school's performance guided by three questions:

1. Is the academic program a success?
2. Is the school fiscally sound?
3. Is the school a viable organization?

This report is structured around three sections: Academic, Fiscal, and Organizational. Each section contains an overview of key findings based on a review of evidence and concludes with the Authority's determination on each of the three guiding questions.

CASLV data from the Nevada School Performance Framework for the 2011-2012 school year are presented in the Authority's Academic Profile. Percentile rankings were determined using the Nevada School Performance Framework attribution tables released in January of 2013. Coral Academy of Las Vegas is identified as a Quality School per the Authority's draft framework using results from the 2011-2012 school year (the most current growth data).

- AYP designations since Coral opened have been Adequate or High Achieving.
  - FY2008 and FY 2009 AYP designations were High Achieving—Status;
  - FY 2010 and FY 2011 designations were adequate; and
  - FY2012 designation was High Achieving-Growth.
- Since the school opened, overall percentage of students achieving proficiency in ELA and Math has been consistently above the Annual Measurable Objectives set by the state.
- As measured by the NSPF attribution tables, proficiency rates for grades 3-6 in both Reading and Math rank above the 95<sup>th</sup> percentile in the state.
- As measured by the NSPF attribution tables, proficiency rates for grades 7-8 for Reading rank above the 75<sup>th</sup> percentile and for Math rank above the 95<sup>th</sup> percentile in the state.
- As measured by the NSPF attribution tables, the percentage of students meeting their Adequate Yearly Growth targets for grades 3-8 in both Reading and Math rank above the 75<sup>th</sup> percentile in the state.

As measured by the NSPF attribution tables, the Median Growth Percentile for grades 3-8 is above the 50<sup>th</sup> percentile for Reading and above the 75<sup>th</sup> percentile in Math.

Overall academic performance at the high school level is based on a small population of students. Although the school meets the N-count thresholds, the overall N-count may only include ten students.

- AYP designation for FY12 for the High School was Adequate
- As measured by the NSPF attribution tables, the percentage of students proficient for 11th grade Math ranks >25th percentile and <50th percentile in the state.
- As measured by the NSPF attribution tables, the percentage of students proficient for 11th grade Reading ranks >50th percentile but <75th percentile in the state.
- As measured by the NSPF attribution tables, the Median Growth Percentile for both Reading and Math ranks above the 75th percentile.
- The N-count for the 2012 grad rate was too small to allow for a statistically sound calculation.

An ongoing concern: Reporting of Subpopulations: The school consistently shows a low to non-existent subpopulation in FRL, IEP, and ELL as reported in the 11-12 NSPF and in all AYP reports posed for 2008-2012. Overall, is the academic program at CASLV a success? Yes.

Coral Academy of Science -Las Vegas is fiscally sound in the near term as indicated by their maintenance of adequate liquid assets to pay liabilities that will mature in the next year and the maintenance of adequate cash to pay over two months of operating expenses. Their fiscal sustainability outlook is positive as evidenced by their ability to pay debts that mature at dates farther than a year in the future, their sustained positive surplus margin over time and their positive annual cash flow.

Coral Academy of Science-Las Vegas' independent audit report annually shows that their financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate remaining fund information, and the respective changes in financial position in conformity with accounting principles generally accepted in the United States of America. The auditor's consideration of internal control over financial reporting did not identify any deficiencies in internal control considered to be material weaknesses. There were no ongoing fiscal concerns.

Longitudinal analysis of the Annual Performance Audit for CASLV 2007-2012: Identification of significant and/or repeat noncompliant findings.

19, 2, 7, 10, 22, 28, below, are subsections of NAC 386.410, Performance audits: Report of compliance.

19. A determination whether the charter school complies with NRS 386.590 regarding the employment of teachers and other educational personnel.

- Noncompliant for 2007-2008 and 2009-2010.
  - Coral Academy is currently compliant.

2. A determination whether the membership of the governing body of the charter school complies with NRS 386.549 and NAC 386.345, including, without limitation, whether:

- (a) The governing body consists of the number of teachers required by NRS 386.549;
- (b) A majority of the members of the governing body reside in the county in which the charter school is located; and
- (c) Each member of the governing body has filed an affidavit with the Department indicating that he or she:
  - (1) Has not been convicted of a felony or offense involving moral turpitude; and
  - (2) Has read and understands material concerning the roles and responsibilities of members of governing bodies of charter schools and other material designed to assist the governing bodies of charter schools, if such material is provided to him or her by the Department, as required pursuant to NRS 386.549.

- Noncompliant for 2008-2009 and 2010-2011.
  - Coral Academy is currently compliant.

7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management.

- Noncompliant for 2010-2011 and 2011-2012
  - Coral Academy has resolved this issue satisfactorily with their response to the SPCSA 2012-2013 Annual Performance Audit.

10. A determination whether the charter school complies with NRS 386.573 regarding orders for payment of money.

- Noncompliant for 2010-2011 and 2011-2012
  - Coral Academy has resolved this issue satisfactorily with their response to the SPCSA 2012-2013 Annual Performance Audit.

22. A description of the procedure for the enrollment of pupils in the charter school, including, without limitation, whether the charter school enrolls pupils on the basis of a lottery system if more pupils who are eligible for enrollment apply for enrollment than the number of spaces that are available.



- Noncompliant for 2010-2011 and 2011-2012.
  - The lottery/enrollment issue from the 2011-2012 APA was resolved by amendment of the charter approved by the Authority 1/23/13.

28. A determination whether the written inventory of equipment, supplies and textbooks that is maintained by the charter school pursuant to NAC 386.342 is current and accurate.

- Noncompliant for 2010-2011 and 2011-2012.
  - Inventory is inspected once per year.

### **Special Education**

Coral Academy of Las Vegas (CALV) Renewal – Special Education Review

- Coral Academy of Las Vegas has had no complaint reports filed with NDE for the years 2007 – 2013.
- Coral Academy of Las Vegas has had no due process hearings with NDE for the years 2007 –2013.
- Coral Academy of Las Vegas turns in all required reports on time and they are complete and compliant.
- Coral Academy of Las Vegas was monitored by NDE’s Special Education Department during the school years 2008-2009 and 2011-2012. Subsequently, the school had to develop and implement a Corrective Action Plan (CAP) for the following school years, 2009-2010 and 2012-2013, to address the noncompliance issues discovered during the monitoring phase. All noncompliance issues were of procedural and process errors. NDE is still reviewing documents submitted by CALV to complete their CAP plan for FY13. If all documents are correct, then CALV will be put back in NDE’s monitoring cycle; if there are still concerns, then CALV will continue to be monitored again during the 2013-2014 school year.

Ongoing concern:

- 1) The bylaws (Art. 3, Sec 3.2) should be updated to reflect the membership requirements of NRS 386.549.

- a. Coral indicated they plan to amend the bylaws at the next meeting of the governing body.

Consistent with best practices, CASLV should strive to ensure the governance of the school reflects the community in which they serve.

The staff of the State Public Charter School Authority recommends Coral Academy of Science charter be renewed based on the school’s overall academic, financial, and organizational performance.

After Director Canavero completed the SPCSA staff recommendation report, members of Coral Academy of Science Las Vegas spoke to Authority. Ercan Aydogdu, Executive Director of Coral Academy, spoke about the growth Coral had undergone over the past 6 years. He said that the school had grown from 100 pupils to over 1,000 in the past six years. He spoke about the focus on math and science that the school’s curriculum is based on and the successes they have had in moving their students on from the Academy to institutions of higher learning. Member McCord said they he thought it was important to emphasize the work Coral Academy has done with under-served student populations and that he wanted the school to continue their due diligence on the matter as the school moves forward.

**Member McCord moved for the approval of Coral Academy of Science Las Vegas’s renewal application. Member Abelman Seconded. The vote was unanimous.**

### **Agenda Item 5 - Discussion and possible action related to the Director of the State Public Charter School Authority pursuit of other business as described in NRS 386.5115**

Director Canavero began by explaining that NRS 386.5115 prohibits the Director from pursuing other business or occupation or any office of profit without the approval of the State Public Charter School Authority. He said

for the purpose of this agenda item, other business is defined by activities that fall outside of those duties that can be reasonably linked to the Director Duties as defined in NRS 386.512. Director Canavero asked for the Board's approval to engage in *other business* because the Director's participation builds productive relationships with leaders in the charter school field, raises the standing of Nevada within the charter school sector, develops core capacities in the Director's leadership, and keeps Nevada abreast of emerging talent as well as best practices of charter school sponsorship.

Such activities that are deemed to be *other business* shall only be pursued during non-compensated time by the State (i.e., furlough or annual leave). The Director shall report to the Authority Board on a quarterly basis any engagement in *other business* during the preceding quarter.

Member McCord said he believes these types of activities are a value-added activity for the SPCSA and all of Nevada. Chair Conaboy said that while she agreed with everything Member McCord said she had some concerns with the last part of the presentation regarding *activities that are deemed to be other business shall only be pursued during non-compensated time by the State (i.e., furlough or annual leave)*. She said that she felt that Director Canavero did not have to participate in the outside activities on non-compensated time. She said she felt it was part of expectations of the Authority that Director Canavero would take part in activities that better the charter school environment in Nevada and that he need not take his own personal time to engage in the activities. She said she had been singing Director Canavero's praises at the legislature for his membership on the NACSA Board of Directors and that membership help all Nevada Charter schools keep up-to-date on model charter law and national best practices. Member McCord recommended that the Authority approve the motion as written now, and then amend one proper counsel had been sought with regard to the compensation of the Director.

#### **Agenda Item 6 – Member Comment**

Member Wahl talked about meeting with Jim Rogers, owner of Channel 3 in Las Vegas. She appeared on "Inside Nevada" and recorded five different series for the television show. Each segment would be airing that week and would be focusing on homeschool, RISE Resource Center, charter schools, and educational options for Nevada parents as a whole.

#### **Agenda Item 7 – Public Comment**

None

#### **Agenda Item 8 – Next meeting Date**

The next SPCSA board meeting was scheduled for June 21, 2013.

**Member Van moved for adjournment. Member Abelman seconded. The vote was unanimous.**

The meeting was adjourned at 2:58 p.m.

**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

**SUPPORTING DOCUMENT**

**S U B J E C T: Authority Update**

<u>  /  /  </u>	Public Workshop
<u>  /  /  </u>	Public Hearing
<u>  /  /  </u>	Consent Agenda
<u>  /  /  </u>	Regulation Adoption
<u>  /  /  </u>	Approval
<u>  /  /  </u>	Appointments
<u>  /  x/  </u>	Information
<u>  /  /  </u>	Action

MEETING DATE: June 21, 2013

AGENDA ITEM: 4

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S): Kathleen Conaboy, Chair, SPCSA**

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**RECOMMENDATION:**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 10 mins**

**BACKGROUND:**

**SUBMITTED BY:** \_\_\_\_\_

**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

**SUPPORTING DOCUMENT**

**S U B J E C T: Director's Report**

<u>  /  /  </u>	Public Workshop
<u>  /  /  </u>	Public Hearing
<u>  /  /  </u>	Consent Agenda
<u>  /  /  </u>	Regulation Adoption
<u>  /  /  </u>	Approval
<u>  /  /  </u>	Appointments
<u>  /  x/  </u>	Information
<u>  /  /  </u>	Action

MEETING DATE: June 21, 2013

AGENDA ITEM: 5

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S): Steve Canavero, PhD, Director, SPCSA**

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**RECOMMENDATION:**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 10 mins**

**BACKGROUND:**

Subsection 7 Schools actively working through pre-opening requirements

NV Performance Academy (Carson City)

Doral Academy (Vegas)

Sterling South (Vegas)

Leadership Academy of Nevada (Vegas)

Learning Bridge (Ely)

Willie Brooks Soar Academy (Vegas) (not likely to open, but possible)

Subsection 7 Timeline and July August Meeting(s)

Federal Programs – Job Posting

Title I – FY13 First year, FY14 (NVVA SW, Elko SW, Connections TA, Imagine Mtn View TA)

Special Education (LEA)

**SUBMITTED BY:** \_\_\_\_\_

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**SUBJECT: SPCSA FY14 Budget and Expenses Update**

<u>  /  /  </u>	Public Workshop
<u>  /  /  </u>	Public Hearing
<u>  /  /  </u>	Consent Agenda
<u>  /  /  </u>	Regulation Adoption
<u>  /  /  </u>	Approval
<u>  /  /  </u>	Appointments
<u>  /  x/  </u>	Information
<u>  /  /  </u>	Action

MEETING DATE: June 21, 2013

AGENDA ITEM: 6

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S):** Brian Flanner, Administrative Services Officer, SPCSA; Katie Higday, Management Analyst, SPCSA

**RECOMMENDATION:**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES):** 10 mins

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**BACKGROUND:**

- A. New Federal Programs
- B. Transition to Stand-alone Agency

**SUBMITTED BY:** \_\_\_\_\_

The State Public Charter School Authority will pay the Nevada Department of Education over \$200,000 in indirect cost allocations for the fiscal year ending June 30, 2013 for accounting, administrative and payroll services. Beginning July 1, 2013 the SPCSA will not pay an indirect cost allocation and will operate as a stand-alone agency responsible for:

Operation and ongoing development of systems for

1. Nevada Accounting Procedures Law
  - a. NRS 353 - State Financial Administration &
  - b. NRS 353A - Internal Accounting and Administrative Control
2. State budgeting
  - a. Funding
  - b. Obligations
  - c. Work Programs
  - d. IFC
  - e. Budget Closing
3. Coding and reporting of all agency events in the State accounting system (Advantage)
4. Federal grant reporting
5. Payroll
6. Contracts
7. Leases
8. Work Performance Standards
9. Capital assets and inventories
10. Employee Prohibitions & Penalties
11. State internal audits
12. Fiscal year closing timelines
13. Use of forms for all State agencies
14. Controller's Office Policies and Procedures Manual
15. Government Accounting Standards Board (GASB) rules & regs,
16. Comprehensive Annual Financial Report (CAFR)

Systems of control – We have established and implemented written internal controls for:

1. Revenue
2. Expenditures
3. Requisitions
4. Direct Purchases
5. Billing Claims
6. Stale Warrants
7. Travel
8. Procurement Cards
9. Inventory
10. Reconciliations
11. Budget oversight and Preparation
12. Federal Grants
13. Contracts and Leases
14. Payroll and Personnel
15. Records Retention
16. State System Access

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T: Legislative Update**

<u>  /  /  </u>	Public Workshop
<u>  /  /  </u>	Public Hearing
<u>  /  /  </u>	Consent Agenda
<u>  /  /  </u>	Regulation Adoption
<u>  /  /  </u>	Approval
<u>  /  /  </u>	Appointments
<u>  /  x/  </u>	Information
<u>  /  x/  </u>	Action

MEETING DATE: June 21, 2013

AGENDA ITEM: 7

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S):** Steve Canavero, PhD, Director, SPCSA; Kathleen Conaboy, Legislative Liaison, Chair SPCSA; Robert McCord, Legislative Liaison, SPCSA Member; Nora Luna, Legislative Liaison, SPCSA Member

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**RECOMMENDATION:** Direct Authority Staff to work collaboratively with Legislative Liaisons, sponsors, SPCSA-sponsored charter schools, State Board of Education/Nevada Department of Education and other stakeholders in order to pursue changes to Nevada Administrative Code that are necessary to implement new law(s).

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES):** 30 mins

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**BACKGROUND:**

- A. AB 205 <https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB205>
- B. SB 384 <https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB384>
- C. SB 443 <https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB443>
- D. SB 471 <https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB471>
- E. Other

**SUBMITTED BY:** \_\_\_\_\_

## 2013 Legislative Report

Bill #	Sponsor	Status	Notes
AB 205	Assembly Education	Approved by the Governor. Effective June 11, 2013.	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB205">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB205</a> Requires that a performance framework for a charter schools be incorporated into the charter contract; provides oversight and review of charter school sponsors by the Department of Education; sets forth the grounds for termination of a charter contract, based on rankings earned under the state's performance framework; extends enrollment lottery exceptions to all charter schools, not just at-risk schools.
SB 384	Senator Hammond	Approved by the Governor. Effective on July 1, 2013.	NELIS: <a href="http://www.leg.state.nv.us/Session/77th2013/Reports/history.cfm?ID=907">http://www.leg.state.nv.us/Session/77th2013/Reports/history.cfm?ID=907</a> Authorizes the Director of the Department of Business and Industry to issue bonds and other obligations to finance the acquisition, construction, improvement, restoration or rehabilitation of property, buildings and facilities for charter schools. Sec 10.7, sub 4 requires that bonded projects pay prevailing wage for construction.
SB 443	Senate Education	Approved by the Governor. Effective on July 1, 2013.	NELIS: <a href="http://www.leg.state.nv.us/Session/77th2013/Reports/history.cfm?ID=1009">http://www.leg.state.nv.us/Session/77th2013/Reports/history.cfm?ID=1009</a> Requires the Department of Education to adopt regulations prescribing: (1) the process and timeline for review of an application for authorization to sponsor charter schools; (2) the process for the Department to conduct a comprehensive review of sponsors of charter schools approved by the Department at least once every 3 years; and (3) the process for the Department to revoke the authorization of a board of trustees or a college or university to sponsor charter schools.  Removes responsibilities from the Department re: charter schools, including reviewing an application to form a charter school and providing appropriate information, education and training for charter schools and the governing bodies of charter schools concerning the applicable provisions of the laws and regulations; assigns those responsibilities to the sponsor of the charter school.
SB 500	Senate Education	Approved by the Governor. Effective June	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB500">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB500</a> Creates the Task Force on K-12 Public Education Funding to recommend a plan for implementing a funding formula that takes into account the needs of, and the costs to educate, pupils based upon



		<p>11, 2013, for the purpose of appointing members to the Task Force on K-12 Public Education Funding created by section 2 of this act and on July 1, 2013, for all other purposes. Expires by limitation on June 30, 2015</p> <p>Approved by the Governor. Effective on July 1, 2013.</p>	<p>the individual educational needs and demographic characteristics of pupils, including, without limitation, pupils from low-income families, pupils with disabilities and pupils who have limited proficiency in the English language. The director of the Charter School Authority is a member of the task force.</p>
SB 522	Senate Finance	<p>Approved by the Governor. Effective on July 1, 2013.</p>	<p>NELIS: <a href="http://www.leg.state.nv.us/Session/77th2013/Reports/history.cfm?ID=1188">http://www.leg.state.nv.us/Session/77th2013/Reports/history.cfm?ID=1188</a>  Education funding bill.  The basic support guarantee for operating purposes for Fiscal Year 2013-2014 is an estimated weighted average of \$5,590 per pupil. The basic support guarantee for school districts for operating purposes for Fiscal Year 2014-2015 is an estimated weighted average of \$5,676 per pupil.</p>
SB 3	Committee of the Whole	<p>Approved by the Governor. Effective June 13, 2013</p>	<p>NELIS: <a href="http://www.leg.state.nv.us/Session/27th2013Special/Reports/history.cfm?ID=4">http://www.leg.state.nv.us/Session/27th2013Special/Reports/history.cfm?ID=4</a>  Transfers the responsibility to administer the Account for Charter Schools from the Department to the State Public Charter School Authority and revises the maximum total amount of a loan that may be made to a charter school.</p>
SB 471	Senate Finance	<p>See special session, SB 3.</p>	<p>NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB471">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB471</a>  Transfers the responsibility to administer the Account for Charter Schools from the Department to the State Public Charter School Authority and revises the maximum total amount of a loan that may be made to a charter school.</p>

AB 79	Assembly Health and Human Services	Approved by the Governor. Effective May 24, 2013	<p><b>NELIS:</b> <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB79">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB79</a></p> <p>Establishes the Nevada Early Childhood Advisory Council with substantially the same duties as the Council created by executive order ; Council must also establish, in cooperation with the State Board of Education, guidelines for evaluating the school readiness of children.</p>
AB 224	Assemblyman Elliot Anderson	Enrolled and delivered to Governor, June 6	<p><b>NELIS:</b> <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB224">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB224</a></p> <p>Requires that the automated system of accountability information established and maintained by the Department of Education include a unique identifier for each pupil whose parent or guardian is a member of the Armed Forces or a reserve component thereof or the National Guard</p>
AB 259	Assembly Ways and Means	Approved by the Governor. Sections 3 and 4 effective May 24, 2013. Sections 1 and 2 effective July 1, 2013.	<p><b>NELIS:</b> <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB259">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB259</a></p> <p>Makes the Director of the Department of Employment, Training and Rehabilitation an ex officio nonvoting member of the Council; revises the duties of the Council by requiring the Council to address: (1) methods to ensure the successful transition of children from early childhood education programs to elementary school; (2) the development and oversight of a statewide longitudinal data system that links data relating to early childhood education programs and K-12 public education with data relating to postsecondary education and the state's workforce; and (3) a plan for collaborative research using data from that statewide LDS. The Council is renamed the P-20W Advisory Council.</p>
AB 288	Assemblywoman Diaz	Enrolled and delivered to Governor, June 10	<p><b>NELIS:</b> <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB288">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB288</a></p> <p>Requires the State Board of Education to select a high school equivalency assessment; provides for the recognition of a general educational development certificate, general educational development credential and general equivalency diploma; requires the State Board to select a college and career readiness assessment for pupils in grade 11 to replace the current high school proficiency exam; requires pupils to pass end-of-course examinations.</p>
AB 377	Assemblywoman Dondero Loop	Approved by the Governor. Chapter 387 Effective July 1, 2013	<p><b>NELIS:</b> <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB377">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB377</a></p> <p>Prohibits a person who is or was employed in a position of authority or who volunteers or volunteered in a position of authority at a public school or private school from engaging in sexual conduct with a pupil: (1) who is or was enrolled in or attending the public school or private school at which the person is or was employed or volunteering; or (2) with whom the person has had contact in the course of performing his or her duties as an employee or volunteer.</p>

AB 386	Assemblywoman Woodbury	Approved by the Governor Effective July 1, 2013	<p>NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB386">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB386</a> Establishes a pilot program in the Clark County School District and the Washoe County School District for the administration of mental health screenings to pupils enrolled in at least one secondary school within each school district.</p> <p>NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB414">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB414</a> Requires a course of study in health established by the State Board to include, for pupils enrolled in middle schools, junior high schools or high schools and to the extent money is available for this purpose, instruction in the administration of cardiopulmonary resuscitation and the use of an automated external defibrillator.</p>
AB 460	Assembly Education	Approved by the Governor. Effective July 1, 2013	<p>NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB460">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB460</a> The intended goal of the No Child Left Behind Act was to hold the states, local school districts and public schools accountable for improving the academic achievement of all pupils and to identify and turn around low performing schools. The Act's mechanism for determining the status of schools and school districts is based primarily upon an annual determination of whether the school or school district has made adequate yearly progress. In August 2012, the NDE received approval from the US Department of Education to implement an accountability system that allows for a waiver from some of the specific provisions of NCLB. Since the approval of the waiver, the NDE has developed the Nevada School Performance Framework for the statewide system of accountability for public schools.</p> <p>The bill establishes certain requirements for the statewide system of accountability, which must: (1) include a method to rate each public school based upon performance; (2) include a method to implement consequences, rewards and supports for public schools based upon the ratings; and (3) establish annual measurable objectives and performance targets for public schools.</p>
SB 58	Senate Education and Clark County School District	Approved by the Governor. Effective upon passage and approval.	<p>NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB58">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB58</a> Eliminates this requirement for a pupil to obtain the written permission of the board of trustees of the pupil's home district to enroll on a part-time basis in a distance education program in another district. Authorizes an unlicensed employee to supervise pupils attending a course of distance education while the pupils receive instruction from a licensed employee remotely.</p>
SB	Senator Kihuen	Approved by	<p>NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB125">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB125</a></p>

125		the Governor Effective on July 1, 2013	Provides that the rules and regulations adopted by the Nevada Interscholastic Activities Association must provide criteria to be used when determining whether to approve or disapprove the staging of all-star games, contests or meets by any other organization and the participation of all-star teams in games, contests and meets without approval from any other organization.
SB 127	Senator Parks	Approved by the Governor. Effective on October 1, 2013	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB127">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB127</a> Prohibits an employer from conditioning the employment of an employee or prospective employee on his or her consumer credit report or other credit information.
SB 157	Senator Hutchison	Approved by the Governor. Effective July 1, 2013	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB157">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB157</a> Requires the board of trustees of each school district to establish criteria for determining budgetary priorities that are directed at improving the achievement of pupils and improving classroom instruction.
SB163	Senator Cegavske	Approved by the Governor. Effective July 1, 2013	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB163">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB163</a> Requires public and private schools to provide pupils with instruction in civics as part of the required instruction in American government.
SB 164	Senator Parks	Approved by the Governor. Effective July 1, 2013	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB164">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB164</a> Requires each public school to disseminate information on bullying and the facilitation of positive relations among pupils during the annual "Week of Respect" proclaimed by the Governor. Revises the definition of bullying to include: (1) only repeated acts or conduct; and (2) acts or conduct that exploit an imbalance in power. Revises provisions governing the training of all administrators, principals, teachers and other school employees on the subject of bullying, cyber-bullying, harassment and intimidation.
SB 269	Senator Ford	Approved by the Governor. Effective January 1, 2015.	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB269">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB269</a> Revises the actions which the principal and the advisory board to review school attendance may take regarding truant students.
SB 345	Senator Woodhouse	Approved by the Governor.	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB345">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB345</a> Creates the Advisory Council on STEM within the Department of Education and requires the Council

		Effective on July 1, 2013.	to develop a strategic plan for the development of educational resources in STEM to serve as a foundation for workforce development, college preparedness and economic development. Council must conduct a survey of education programs and proposed programs relating to STEM fields in this State and other states to identify recommendations for the implementation of such programs.
SB 407	Senator Smith	Enrolled and delivered to the Governor.	<p>NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB407">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB407</a>          Delays the implementation of the performance pay and enhanced compensation for licensed teachers and administrators from the 2014-2015 school year to the 2015-2016 school year. The policies for the evaluation of teachers and administrators must: (1) designate an employee's overall performance as "highly effective," "effective," "minimally effective" or "ineffective"; and (2) provide that pupil achievement data must account for at least 50 percent of the evaluation. Creates an observation schedule for the evaluation process.</p> <p>The Teachers and Leaders Council currently makes recommendations to the State Board for the establishment of the statewide performance evaluation system for teachers and administrators. Requires the Council to also: (1) make recommendations for the evaluation of school counselors, librarians and other licensed educational personnel; and (2) develop and recommend to the State Board a process for peer evaluations of teachers by qualified educational personnel. Provides for a validation study of the statewide performance evaluation system for the 2013-2014 school.</p>
SB 447	Senate Education	Approved by the Governor. Effective on July 1, 2013.	<p>NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB447">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB447</a>          Revises the membership of the Statewide Council for the Coordination of the Regional Training Programs and requires the governing body of each regional training program to submit a proposed biennial budget to the Council for approval. The Office of Parental Involvement and Family Engagement will work in cooperation with the Statewide Council to establish a statewide training program for teachers and administrators concerning effective parental involvement and family engagement.</p>
SB 481	Senate Finance	Enrolled and delivered to the Governor June 6.	<p>NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB481">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB481</a>          Extends the temporary waiver for minimum expenditures on textbooks and instructional materials to June 30, 2015.</p>
SB 504	Senate Education	To enrollment. June 7.	<p>NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB504">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB504</a>          Creates the English Mastery Council; duties of the Council include: (1) making recommendations to the State Board for regulations concerning the development of policies for the instruction to teach</p>

		English to pupils who are limited English proficient; (2) reviewing the policies annually and making recommendations to the State Board and the school districts for improvement; (3) making recommendations to the Superintendent of Public Instruction and the Commission on Professional Standards in Education for regulations for an endorsement to teach English as a second language; (4) developing standards for curriculum for pupils who are limited English proficient; and (5) reviewing any courses of study offered by the Nevada System of Higher Education to teach English as a second language and making recommendations to the Board of Regents for improvement.
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**Dead/Vetoed Bills**

AB 230	Assemblyman Bobzien	Pursuant to Joint Standing Rule No. 14.3.4, no further action allowed.	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB230">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB230</a> Requires the board of trustees of each school district to establish a course of factual instruction in sex education and prescribes the topics which must be included in the course of instruction. Requires that the course be age-appropriate, comprehensive and, as applicable, medically accurate. Establishes the general rule that requires the consent in writing of the parent or guardian of a pupil before the pupil may participate in a course of instruction in sex education. This general rule does not apply if the board of trustees of a school district has adopted a policy that allows each pupil in the school district to attend a course of instruction in sex education unless the parent or guardian of the pupil opts the pupil out of the course of instruction.
AB 343	Assemblyman Kirner	Pursuant to Joint Standing Rule No. 14.3.1, no further action allowed.	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB343">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/AB343</a> Requires the board of trustees to approve the teacher to receive credit on the schedule of salaries for the specific level of education if the subject area if the course or courses is related to the subject area taught by the teacher.
SB 59	Senate Education	Pursuant to Joint Standing Rule No. 14.3.3, no	NELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB59">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB59</a> Eliminates a restriction which limits a charter school to using school buildings owned by a school district to times that are not regular school hours.

SB 180	Senator Segerblom	Returned to Senate with Governor's veto message.	<p>NEELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB180">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB180</a>  Veto Message: <a href="http://www.leg.state.nv.us/Session/77th2013/Reports/VetoMessages/SB180_77th_VetoMessage.pdf">http://www.leg.state.nv.us/Session/77th2013/Reports/VetoMessages/SB180_77th_VetoMessage.pdf</a>  Provides that if a court finds that an employee has been injured as the result of certain unlawful employment practices, the court must award to the employee, in addition to any other legal or equitable relief, damages, lost wages and benefits, costs and attorney's fees to the extent consistent with Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000e et seq.</p>
SB 182	Senator Smith	No further action taken.	<p>NEELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB182">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB182</a>  Requires the board of trustees of each school district and charter schools to establish, equip and maintain a full-day kindergarten in each elementary school which provides at least as many minutes of instruction per day as the other grade levels. Reduces the age of enrollment in kindergarten from 7 to 5, unless the parent or other guardian of the child elects for the child not to attend kindergarten by filing a waiver with the school district.</p>
SB 311	Senator Ford	No further action taken.	<p>NEELIS: <a href="https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB311">https://nelis.leg.state.nv.us/77th2013/App#/77th2013/Bill/Overview/SB311</a>  Provides for the conversion of underperforming public schools to operate as empowerment schools and for the conversion of underperforming empowerment schools to operate as charter schools.</p>

**2013 Special Session**

Bill #	Sponsor	Status	Notes
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FOR IMMEDIATE RELEASE  
June 14, 2013

### NACSA Praises Big Changes in Nevada's Charter School Law

Contact: Courtney Leigh Beisel, 312.376.2316, [courtneyb@qualitycharters.org](mailto:courtneyb@qualitycharters.org)

In a statement released today, [Greg Richmond](#), president and CEO of the [National Association of Charter School Authorizers](#), lauded Governor Brian Sandoval's signature of Nevada's revised charter law. He said:

"As both Nevada and its charter school sector continue to grow, they will be able to grow with strong, high-quality education options for families. Over the next several years, the state will reap the benefits of having created a system with strong standards and accountability provisions to back them up. Good schools will be allowed to flourish and poor performers will be forced to close. The impact cannot be overstated. We are pleased to add Nevada to the growing list of states that are getting serious about quality."

The new law puts in place performance-based contracts for each charter school, performance standards for renewal and closure, additional transparency by authorizers on school performance, and the default closure of consistently failing schools.

Richmond thanked the staff and members of the Nevada State Public Charter School Authority who have been working to put in place strong practices to support quality. He added, "They now have a strong law that fortifies their efforts."

*The National Association of Charter School Authorizers (NACSA) is committed to advancing excellence and accountability in the charter school sector and to increasing the number of high-quality charter schools across the nation. To accomplish this mission, NACSA works to improve the policies and practices of authorizers—the organizations designated to approve, monitor, renew, and, if necessary, close charter schools. NACSA provides training, consulting, and policy guidance to authorizers. It also advocates for laws and policies that raise the bar for excellence among authorizers and the schools they charter. In late 2012, NACSA launched its One Million Lives campaign to give one million more children the opportunity to attend a great school. Visit [www.qualitycharters.org](http://www.qualitycharters.org)*

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STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T: Review of Academic Indicators  
and feedback from school administrator and  
governing board meetings**

<u>  /  /  </u>	Public Workshop
<u>  /  /  </u>	Public Hearing
<u>  /  /  </u>	Consent Agenda
<u>  /  /  </u>	Regulation Adoption
<u>  /  /  </u>	Approval
<u>  /  /  </u>	Appointments
<u>  /  x/  </u>	Information
<u>  /  /  </u>	Action

MEETING DATE: June 21, 2013

AGENDA ITEM: 8

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S): Steve Canavero, PhD, Director, SPCSA; Katherine Rohrer, Education  
Program Professional, SPCSA**

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**RECOMMENDATION:**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 20 mins**

**BACKGROUND:**

At the March meeting, the board approved the Financial and Organizational Frameworks. However, the adoption of the Academic Framework was delayed to allow staff time to gain feedback from the schools concerning their draft academic profiles.

**SUBMITTED BY:** \_\_\_\_\_

### Academic Indicators

A Venn diagram with two overlapping circles. The left circle is labeled 'SPCSA Board Meeting' and the right circle is labeled 'June 21, 2013'. The intersection of the two circles is shaded with diagonal lines.

### School Meetings--Feedback

Three horizontal bars stacked vertically. The top bar has a calendar icon and the text 'May 2<sup>nd</sup> - June 12<sup>th</sup>'. The middle bar has a school building icon and the text '16 schools visited'. The bottom bar has an icon of people at a table and the text 'Administration and Boards'.

### Academic Data Timeline (11/12 Trial)

A vertical timeline with three downward-pointing chevrons. The top chevron is labeled 'Testing' and contains the text '• March-May (2012)' and '• Testing Windows'. The middle chevron is labeled 'Validation' and contains the text '• December-May (2012-2013)' and '• Validation Windows'. The bottom chevron is labeled 'Release' and contains the text '• SPCSA academic findings (April)' and '• NSPF academic findings (June)'.

### Feedback: General

- Few reluctant to embrace accountability but overall understanding it is necessary
- Performance to what standard/expectation?
- Importance of capturing the uniqueness of each school
- College and Career Readiness needs to be revisited

### Feedback: Philosophical

- Appearance of Standardizing "Unique" Schools
  - Voiced by some schools that are NOT typically defined by other states as alternative.
  - Parents chose our school due to XYZ
- Finally, we're only as strong as our poorest performing school.

### Feedback: Comparison Measure

Four vertical bars of varying heights. The second bar from the left contains the text 'Can be used to give the school something to aim for'. The other bars contain illegible text.

**Feedback: Technical**

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Small "N" sizes

Broken State Unique IIDs

Targets—Too high? –Too low?

**Feedback: Alternative Framework**

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- Creation of an Alternative Schools Rating Framework (ASRF) is currently being developed (NDE taskforce)
- Meaningful, Rigorous, and Reflective of the mission of the school
- "Alternative" School definition has yet to be agreed upon

**Feedback: CCR**

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**Current Measures**

- 4-Year and 5- Year Adjusted Cohort Graduation Rates
- Enrollment to Post-Secondary institutions in the fall following graduation
- Continuous enrollment to Post-Secondary institutions 18 month following graduation
- Employment or Military enlistment for students not enrolled in a post-secondary institution

**Feedback: CCR**

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Shift away from measuring where students go after graduation

Shift to measuring content and skill readiness while still in school

Possible Tools  
ACT, SAT, WorkKeys, ASVAB

**Feedback: CCR**

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**SAT and ACT**

College Content Readiness Benchmarks

**ACT WorkKeys**

Job skills Assessment System

**ASVAB**

Armed Services Vocational Aptitude Battery

**Moving Forward: Revisions for September**

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- Career and College Ready
  - 2013-2014: Exploration of tools with schools
  - Spring 2014: Set targets
  - 2014-2015: Implement
- Systems
  - School based UID validation
  - General data quality
- Alternative Framework
  - May 2013—Creation of a taskforce
  - Sept. 2013—Finalization of framework
  - 2013-2014—Beta testing

**Moving Forward: Professional Development**

The diagram consists of two rectangular boxes with a textured background, connected by a dashed arrow pointing from left to right. The left box contains the text "Formal Understanding of Standards" and the right box contains "Increased Understanding of Standards". Above the boxes, centered, is a small circle with a horizontal line extending from its center to the right, ending at the top edge of the diagram's frame.

**Moving Forward: Performance Framework**

- Sept./Oct. 2013
  - Notify each school concerning their 2012-2013 performance against Authority expectations
- Essential to incorporate into each charter contract

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T: Approval of the State Public Charter School Authority Performance Framework processes for implementation in the FY14/SY2013-2014**

<u>  /  /  </u>	Public Workshop
<u>  /  /  </u>	Public Hearing
<u>  /  /  </u>	Consent Agenda
<u>  /  /  </u>	Regulation Adoption
<u>  /  /  </u>	Approval
<u>  /  /  </u>	Appointments
<u>  /  x/  </u>	Information
<u>  /  x/  </u>	Action

MEETING DATE: June 21, 2013

AGENDA ITEM: 9

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S): Steve Canavero, PhD, Director, SPCSA; Katherine Rohrer, Education Program Professional, SPCSA; Tom McCormack, Education Program Professional, SPCSA; Brian Flanner, Administrative Services Officer, SPCSA**

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**RECOMMENDATION: Approve the Charter School Performance Framework in its entirety and direct staff to make the necessary adjustments needed for full implementation so long as the adjustments do not change, in a material way, the approved Framework.**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 30 mins**

**BACKGROUND:**

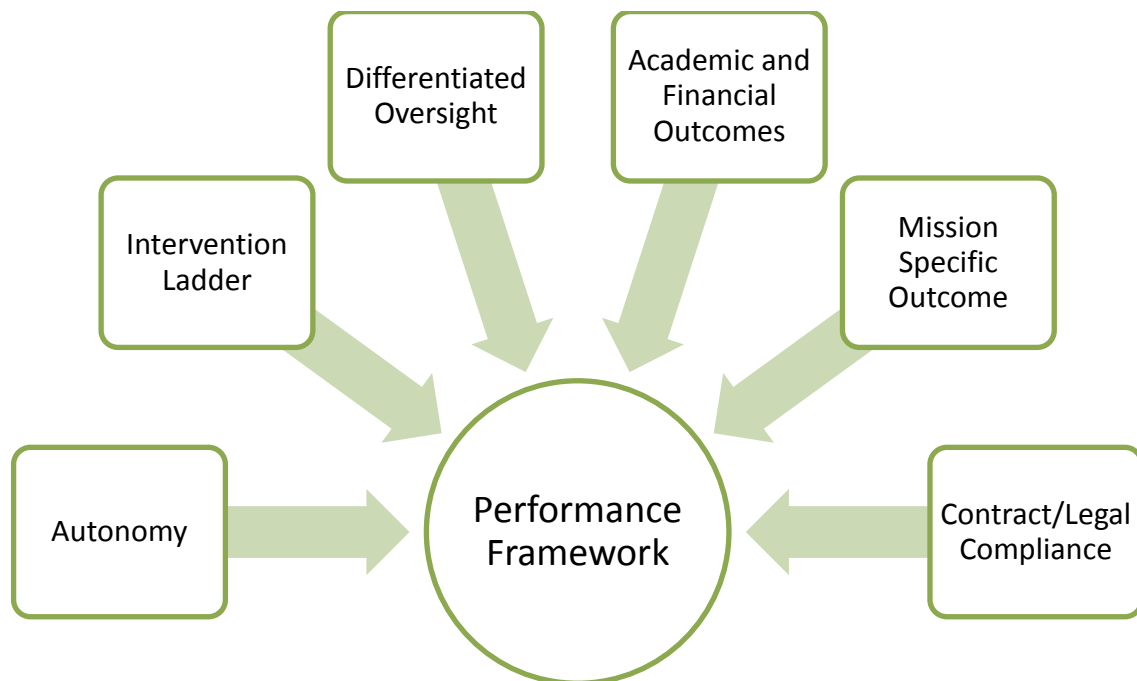
**SUBMITTED BY:** \_\_\_\_\_

# Charter School Performance Framework

## Objective:

To provide charter school boards and leaders with clear expectations, fact-based oversight, and timely feedback while ensuring charter autonomy.

- Clear standards, timely feedback, and maximum transparency
- Objective information for schools, students, and families
- Differentiated oversight including incentives for charter schools designated as quality
- Comprehensive information to guide charter renewal determinations



## **Section 1: Introduction**

This document describes the Charter School Performance Framework, the accountability mechanism for all charter schools sponsored by the State Public Charter School Authority (Authority).

This document provides:

- A conceptual overview of the Charter School Performance Framework (the body of the document); along with
- The specifics regarding Performance Framework implementation, and the academic, financial, organizational and mission specific performance standards.

In addition to establishing performance criteria for charter schools, the Charter School Performance Framework also ensures that the Authority is accountable to charter schools.

The Authority is accountable for implementing a rigorous and fair oversight process that respects the autonomy that is vital to charter school success. This mutual obligation drives the Charter School Performance Framework – a collaborative effort with the common mission of improving and influencing public education in Nevada by sponsoring public charter schools that prepare all students for college and career success and by modeling best practices in charter school sponsorship.

### **Charter School Performance Framework Authority Obligations**

- Clearly communicate standards and expectations to schools;
- Conduct a transparent, consistent, and predictable oversight process;
- Conduct an oversight process that is respectful of schools' autonomy;
- Emphasis on student outcomes rather than compliance and process;
- Provide fact-based feedback to schools and communities indicating where schools stand relative to performance framework standards and expectations.

## Section 2: Objective of the Charter School Performance Framework

Through its mission, the Authority has the responsibility to ensure its sponsored schools prepare all students for college and career success and to model best practices in charter school sponsorship.

The Authority acknowledges that charter schools need autonomy in order to develop and apply the policies and educational strategies that maximize their effectiveness.

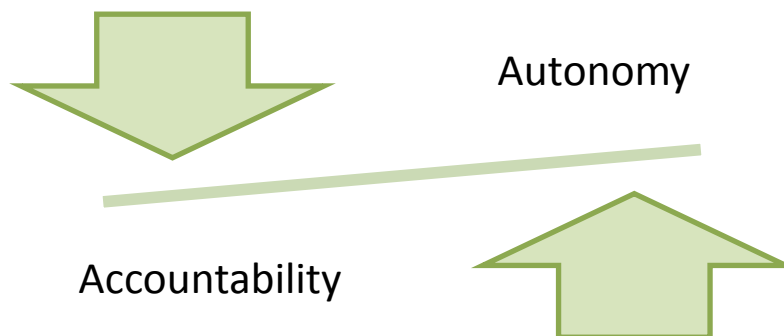
The Charter School Performance Framework balances these two considerations.

The objective of the Charter School Performance Framework is to provide charter school boards and leaders with clear expectations, fact-based oversight, and timely feedback while ensuring charter school autonomy.

In addition to achieving this objective, the Performance Framework should deliver important secondary benefits:

- Incentives for charter schools designated as quality that regularly achieve their academic, financial, organizational, and mission specific performance standards;
- Comprehensive information for data-driven and merit-based charter renewal and contract revocation/termination;
- Differentiated oversight based on each school's performance and maturity;
- Maximum transparency so all stakeholders can understand where charter schools are meeting or exceeding performance standards, and where they are failing to achieve performance standards; and
- Objective information for students and families who want to learn more about the charter schools in their community.

The Performance Framework describes methods that seek the optimal balance between oversight and autonomy, while delivering the secondary benefits important to each targeted stakeholder. The Performance Framework is a dynamic process subject to continuous review and improvement.





### Section 3: Performance Framework Components

The Performance Framework provides for the evaluation of schools based on their ability to operate as sound, independent entities that successfully serve all students. The Authority has selected components that strike the balance between easy-to-submit documents and data that provide fact-based insight on school performance.

#### **Routine Year Round Submissions**

During the year, schools are required to submit a variety of documents to the Authority and the Department of Education. It is vital that this information is submitted by the given due date. These required submissions are often linked to funding allotments or federal reporting requirements. See the Reporting Requirements Manual for greater detail on each requirement and its function.

#### **Academic, Financial, Organizational and Mission Specific Indicators**

**Academic** – Academic achievement determinations for all schools will be based on student progress over time (growth), student achievement (status), and college and career readiness.

**Financial** – The near term fiscal health of schools is assessed through four measures: 1) Current Ratio; 2) Unrestricted Days Cash on Hand; 3) Enrollment Forecast Accuracy; and 4) Debt Default. The fiscal sustainability of schools is assessed through four different measures: 1) Total Margin; 2) Debt to Asset Ratio; 3) Cash Flow; and 4) Debt Service Coverage Ratio. These measures will be evaluated quarterly and a profile published annually based on each school’s audited financial statements.

**Organizational** – Defines the operational standards to which a charter school should be accountable to its sponsor and the public. It is designed to treat all schools as though they are the same only in terms of meeting minimum legal and ethical requirements.

**Mission Specific** – The Authority may, upon request of the governing body of a charter school, include additional rigorous, valid and reliable performance indicators that are specific to the mission of the charter school and complementary to the existing framework measures.

#### **Annual Review**

The annual review is a process that compiles data from the routine year-round submissions; academic, financial, organizational and mission specific indicators and oversight to provide an evaluation of school performance. In the annual review, each school will receive an academic and financial profile, an organizational overview of compliance, and a review of mission specific indicators

Annual reviews will be provided to charter school boards and school leaders each fall following the release of the State’s star ratings. We are committed to clearly communicating information from the annual review to families, schools, and the public. These reviews will also be posted on the Authority website.

#### **Mid-Term Review**

The mid-term review is a process that compiles all annual reviews and provides a three year longitudinal evaluation of school performance. The mid-term review includes a site visit to gather qualitative data that complements the quantitative findings. The results of the mid-term review provide stakeholders with a multi-year analysis of school performance and status of the school related to expectations at time of renewal.

## Section 4: Performance Framework Process Description

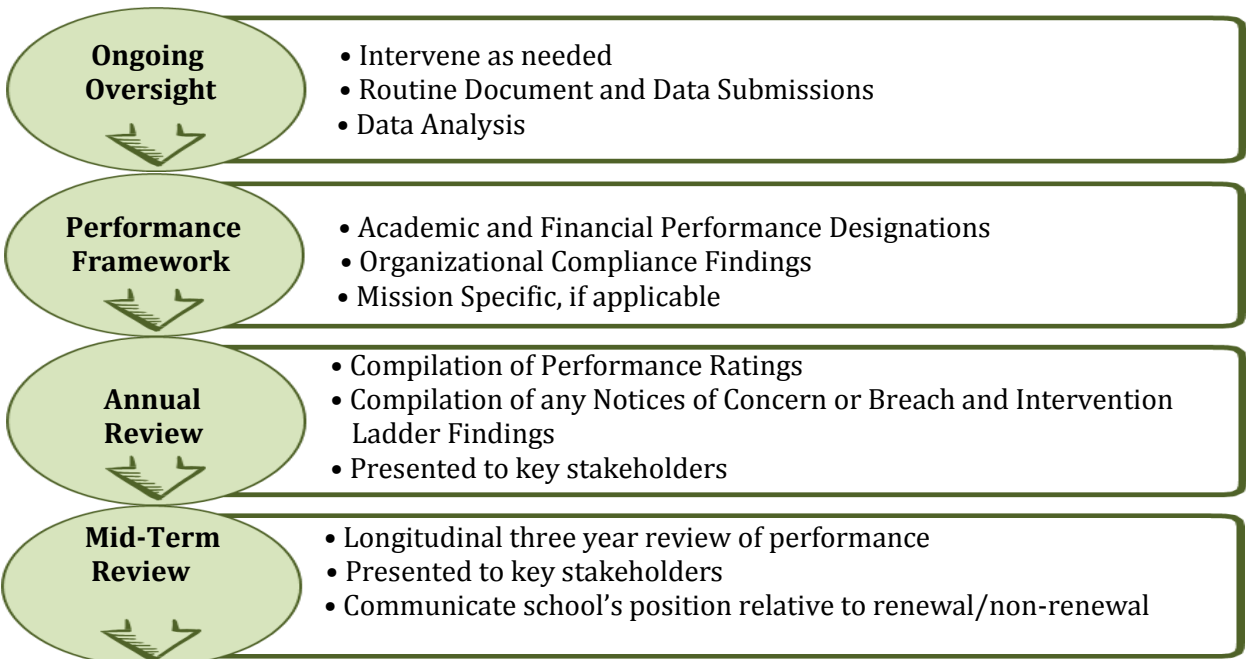
The Authority has studied best practices to develop the Performance Framework process depicted in this flowchart. Throughout the school year, every charter school will submit scheduled documents and data that enable us to assess their compliance with laws and regulations, and their progress in achieving important school milestones.

The routine year round submissions are indicated in the Reporting Requirements Manual.

The Authority believes in conducting its oversight in a manner that is respectful of school autonomy and differentiated based upon charter school performance and maturity. Charter schools with a track record of compliance and performance do not need the same level of oversight as charter schools without such a track record. The Authority's oversight plan includes the opportunity for schools during their first three years of operation, based on compliance and performance, to transition from demonstrated compliance to assumed compliance.

Every charter school will receive an Annual Review and a three year Mid-Term review. The reviews analyze a school's academic, financial, organizational, and mission specific performance along with information collected from the ongoing oversight processes. The parameters of these analyses are indicated in detail in Appendix A, "Detailed Academic Performance Indicator Descriptions", Appendix B, "Detailed Financial Performance Indicator Descriptions", and Appendix C, "Detailed Organizational Performance Indicator Descriptions." The mission specific indicators will be finalized at the beginning of the second school year using the first school year as the baseline.

Site visits afford a sponsor with an opportunity to appreciate a qualitative aspect of the school not directly measured in ways other than observation or personal interaction. The Authority has two types of official site visits: Mid-Term Review and Targeted. The Mid-Term Review site visit is guided by a clear purpose and rubric that complements the quantitative findings. A Targeted site visit is driven by specific circumstances where the frequency and intensity of the visit will depend upon a particular circumstance.



## Section 5: Intervention Ladder

Occasionally, the routine Performance Framework process will result in adverse findings. Charter schools may fall out of compliance on important legal or contractual requirements. Academic standards may not be met. Financial sustainability may become an issue. When these situations occur, the Authority may need to intervene.

### Level 1: Notice of Concern

A school enters Level 1 upon receiving a Notice of Concern.



### Level 2: Notice of Breach

A school enters Level 2 when it fails to comply with a material term or condition of its charter contract.



### Level 3: Intent to Revoke

A school enters Level 3 when it fails to meet its requirements or schedule to remedy a Notice of Breach.

All schools begin outside of the intervention ladder and are considered to be in Good Standing. Schools in good standing receive non-intrusive regular oversight and submissions tracking. Schools must meet performance targets and expectations including compliance and maintain open communication with us in exchange for this level of non-intrusive oversight.

Schools can enter Level 1 of the intervention ladder if the Authority receives a verified complaint of material concern, or if regular oversight generates significant questions or concerns. We will communicate with school leaders, parents, and any other necessary stakeholders to verify complaints. We will contact the Board president and school leaders to issue a formal Notice of Concern. The Notice of Concern contains specific actions and due dates required to remedy the concern. Upon remedying the concern, the school returns to Good Standing. If the concern is not remedied in the time allotted, the school progresses to Level 2 of the intervention ladder.

At Level 2, the school is issued a Notice of Breach. The Notice of Breach outlines the actions necessary to cure the breach. A school can enter the ladder at Level 2 if it fails to comply with a material term or condition of its charter contract. Once a Notice of Breach is issued, the Authority monitors the school's implementation of the steps required to cure the breach. Once the school has met the Notice of Breach requirements, they exit from Level 2 and return to Good Standing.

Failure to meet the requirements specified in the Notice of Breach will result in entry to Level 3, charter school revocation/termination review. The review may include additional visits to the school or an in-depth audit to assess financial and organizational health. Schools in Level 3 are at risk of contract revocation/termination. Schools may also progress on the ladder to Level 3 if they receive repeated Notices of Breach in the same school year. Findings from the Intent to Revoke will determine whether a school enters into revocation/termination proceedings or is granted a revised Notice of Breach, returning to Level 2.

In unfortunate cases, data gathered from the Performance Framework process can be used to directly initiate charter school revocation/termination proceedings. The Authority recognizes the severity of this process and will use this right only in the case of persistent shortcomings or a grave incident that threatens the health, safety, or welfare of children.

## Section 6: High-Stakes Decisions

The Authority will consider the collective record of a school’s academic, financial, organizational and mission specific performance when making high-stakes decisions, though the academic performance will be the most important factor in most decisions.

### Contract Renewal

The Performance Framework provides information necessary for merit-based charter renewal decisions. Decisions will be made in accordance with statute and regulation and based on longitudinal information over a school’s charter term. Once a school is recommended for renewal and approved by the Authority the school will receive a renewal term length of six years as defined by law.

### Performance Expectation

- Academic: Schools seeking renewal must be designated “Adequate” or above on the Authority Academic Framework plus receive a three-star rating or above on the Nevada School Performance Framework in the preceding school year.
- Financial: Schools must be rated as financially sustainable.
- Organization: Schools must be considered compliant with the material terms and conditions of its charter contract.

### Streamlined Renewal

Schools designated as quality schools by the Authority may qualify for the streamlined renewal process. Quality schools are schools ranked on the Authority Academic Framework as “Exceeds” or “Exceptional” and on the Nevada School Performance Framework as a four or five-star school.

### Contract Termination

The following performance outcomes may be cause for revocation/termination of a school’s charter:

- Persistent Underperformance: A school with any combination of “Unsatisfactory” or “Critical” designations on the Authority Framework and two-star or one star ranking on the Nevada School Performance Framework for three consecutive academic reporting cycles.

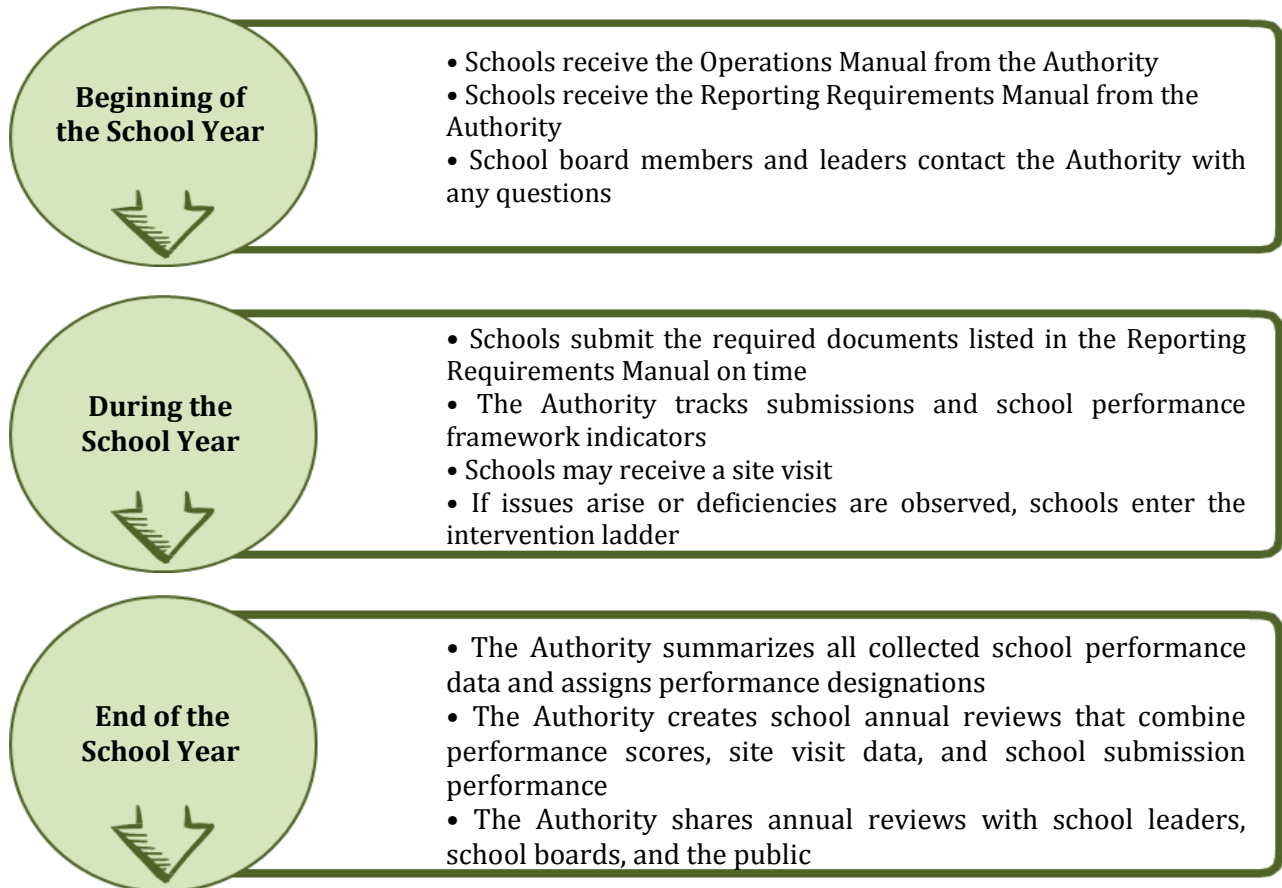
### Auto-Termination

As defined by law, starting with the 2013-2014 school year, a charter school must be closed after obtaining three consecutive ratings of one-star on the Nevada School Performance Framework.

Performance Framework Ranking/Designation				
Designation	NSPF		Authority	Timeframe
Contract Renewal Expectation	3-stars or above	AND	“Adequate” or above	Preceding Year
Quality	4-star or 5-star	AND	“Exceptional” or “Exceeds	Preceding Year
Contract Termination	Any combination of 1-star or 2 star	AND	Any combination of “Unsatisfactory” & “Critical”	Three consecutive years
Auto-Termination	1-star			Three consecutive years starting in 2013-2014

## Section 7: Performance Framework Timeline

The Performance Framework is implemented according to an annual timeline. The goals of the timeline: a) to set clear expectations for the Authority interaction with schools; while b) standardizing the oversight process.



***Schools should contact the Authority at any time for additional support on and information about meeting any of the Performance Framework components.***

## Appendix A: Detailed Academic Performance Indicator Descriptions

Designations			Points awarded for designation
Quality	Exceptional	EX	97.5
	Exceeds	EC	85.5
Meets Standard	Adequate	AD	62.5
Does Not Meet Standard	Approaches	AP	37.5
	Unsatisfactory	U	15
	Critical	C	2.5
	Missing or not applicable	NA	

Designations		Minimum score for designation	Maximum score for designation
Quality	EX	95	100
	EC	75	94.9
Meets Standard	AD	50	74.9
Does Not Meet Standard	AP	25	49.9
	U	5	24.9
	C	0	4.9

Indicator	Growth	Status	
Weight	60.00%	40.00%	

Elementary

Indicator	Growth	Status	
Weight	60.00%	40.00%	

Middle School

Indicator	Growth	Status	College & Career Readiness
Weight	40.00%	30.00%	30.00%

High School

**2.1 Student Progress Over Time (Growth)**

2.1.a Are schools making adequate progress based on the school’s Median Student Growth Percentiles in reading?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.1.b Are schools making adequate progress based on the school’s Median Student Growth Percentiles in math?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.1.c Are schools making adequate growth based on the percentage of students meeting AGP in reading?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds :	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.1.d Are schools making adequate growth based on the percentage of students meeting AGP in math?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.1.e Using Adequate Growth results, are schools meeting AGP in reading when compared with the traditional schools that charter school student would otherwise attend? **The difference between the AGP of the charter and the weighted AGP of the traditional school is:**

Exceptional:	$\geq 20$
Exceeds:	$> 10$ and $< 20$
Adequate:	$\geq 0$ and $< 10$
Approaches:	$\geq -10$ and $< 0$
Unsatisfactory:	$\geq -20$ and $< -10$
Critical:	$< -20$

2.1.f Using Adequate Growth results, are schools meeting AGP in math when compared with the traditional schools that charter school student would otherwise attend? **The difference between the AGP of the charter and the weighted AGP of the traditional schools is:**

Exceptional:	$\geq 20$
Exceeds:	$\geq 10$ and $< 20$
Adequate:	$\geq 0$ and $< 10$
Approaches:	$\geq -10$ and $< 0$
Unsatisfactory:	$\geq -20$ and $< -10$
Critical:	$< -20$

2.1.g Are students in sub-groups (FRL, ELL, IEP) making adequate growth based on the percentage of students meeting AGP in reading?

Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.1.h Are students in sub-groups (FRL, ELL, IEP) making adequate growth based on the percentage of students meeting AGP in math?

Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile



## 2.2 Student Achievement (Status)

2.2.a Are students achieving proficiency on state examinations in reading?

Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.2.b Are students achieving proficiency on state examinations in math?

Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.2.c Using proficiency rates, are schools achieving proficiency in reading when compared with the traditional schools that charter school student would otherwise attend? **The difference between the proficiency rate of the charter school and the weighted proficiency rate of the traditional schools is:**

Exceptional:	$\geq 30$
Exceeds:	$\geq 15$ and $< 30$
Adequate:	$\geq 0$ and $< 15$
Approaches:	$\geq -15$ and $< 0$
Unsatisfactory:	$\geq -30$ and $< -15$
Critical:	$< -30$

2.2.d Using proficiency rates,, are schools achieving proficiency in math when compared with the traditional schools that charter school student would otherwise attend? **The difference between the proficiency rate of the charter school and the weighted proficiency rate of the traditional schools is:**

Exceptional:	$> 30$
Exceeds:	$\geq 15$ and $< 30$
Adequate:	$\geq 0$ and $< 15$
Approaches:	$\geq -15$ and $< 0$
Unsatisfactory:	$\geq -30$ and $< -15$
Critical:	$< -30$

2.2.e Are students in sub-groups (FRL, ELL, IEP) achieving proficiency on state examinations in reading?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

2.2.f Are students in sub-groups (FRL, ELL, IEP) achieving proficiency on state examinations in math?	
Exceptional:	$\geq 95^{\text{th}}$ percentile
Exceeds:	$\geq 75^{\text{th}}$ percentile and $< 95^{\text{th}}$ percentile
Adequate:	$\geq 50^{\text{th}}$ percentile and $< 75^{\text{th}}$ percentile
Approaches:	$\geq 25^{\text{th}}$ percentile and $< 50^{\text{th}}$ percentile
Unsatisfactory:	$\geq 5^{\text{th}}$ percentile and $< 25^{\text{th}}$ percentile
Critical:	$< 5^{\text{th}}$ percentile

### 2.3: Career and College Readiness

2.3.a Based on scores obtained from EXPLORE and PLAN, are students making adequate growth for being college ready by the time they graduate?	
Exceptional:	Average growth for all students in Math would be $\geq 3$ points Average growth for all students in English would be $\geq 3$ points
Exceeds:	Average growth for all students in Math would be $\geq 2.3$ points and $< 3$ points Average growth for all students in English would be $\geq 2.4$ and $< 3$ points
Adequate:	Average growth for all students in Math would be $\geq 2$ points and $< 2.3$ points Average growth for all students in English would be $\geq 2$ points and $< 2.4$ points
Approaches:	Average growth for all students in Math would be $\geq 1.5$ points and $< 2$ points Average growth for all students in English would be $\geq 1.5$ points and $< 2$ points
Unsatisfactory:	Average growth for all students in Math would be $\geq 1$ point and $< 1.5$ points Average growth for all students in English would be $\geq 1$ point and $< 1.5$ points
Critical:	Average growth for all students in Math would be $< 1$ point Average growth for all students in English would be $< 1$ point

2.3.b Are students on target for being college ready by the time they graduate as measured by the EXPLORE and PLAN college readiness bench marks in English and Math?

**English**

Exceptional:  $\geq 76\%$

Exceeds  $\geq 66\%$  and  $< 76\%$

Adequate:  $\geq 56\%$  and  $< 66\%$

Approaches:  $\geq 46\%$  and  $< 56\%$

Unsatisfactory:  $\geq 36\%$  and  $< 46\%$

Critical:  $< 36\%$

**Math**

Exceptional:  $\geq 45\%$

Exceeds  $\geq 35\%$  and  $< 45\%$

Adequate:  $\geq 25\%$  and  $< 35\%$

Approaches:  $\geq 15\%$  and  $< 25\%$

Unsatisfactory:  $\geq 5\%$  and  $< 15\%$

Critical:  $< 5\%$

2.3.c Are students graduating from high school?

- Based on a four-year adjusted cohort graduation rate
- Based on a five-year adjusted cohort graduation rate

Exceptional:  $\geq 95^{\text{th}}$  percentile

Exceeds:  $\geq 75^{\text{th}}$  percentile and  $< 95^{\text{th}}$  percentile

Adequate:  $\geq 50^{\text{th}}$  percentile and  $< 75^{\text{th}}$  percentile

Approaches:  $\geq 25^{\text{th}}$  percentile and  $< 50^{\text{th}}$  percentile

Unsatisfactory:  $\geq 5^{\text{th}}$  percentile and  $< 25^{\text{th}}$  percentile

Critical:  $< 5^{\text{th}}$  percentile

2.3.d Do students have the content and skill knowledge needed to succeed beyond high school?

Exceptional:

Exceeds:

Adequate:

Approaches:

Unsatisfactory:

Critical:

## Appendix B: Detailed Financial Performance Indicator Descriptions

The Financial Performance Framework is composed of both near term and sustainability indicators, each having four measures. It is important to note that the Framework is not designed to evaluate a school's spending decisions. It does not include indicators of strong financial management practices, which are laid out in the organizational performance framework. The Financial Performance Framework analyzes the financial *performance* of a charter school, not its processes for managing that performance.

<b>Near Term</b>	<b>Indicator</b>
<b>1.a. Current Ratio:</b> <b>Current Assets divided by Current Liabilities</b>	<b>Measure</b>
<b>Meets Standard:</b> <input type="checkbox"/> Current Ratio is greater than 1.1 or <input type="checkbox"/> Current Ratio is between 1.0 and 1.1 <i>and</i> one-year trend is positive (current year ratio is higher than last year's)	<b>Metric</b>
<b>Note:</b> For schools in their first or second year of operation, the current ratio must be greater than 1.1.	<b>Target</b>
<b>Does Not Meet Standard:</b> <input type="checkbox"/> Current Ratio is between 0.9 and 1.1 Or <input type="checkbox"/> Current Ratio is between 1.0 and 1.1 <i>and</i> one-year trend is negative	
<b>Falls Far Below Standard:</b> <input type="checkbox"/> Current ratio is less than 0.9	

### Near Term Measures

1) ***The current ratio depicts the relationship between a school's current assets and current liabilities.***

**Overview:** The current ratio measures a school's ability to pay its obligations over the next twelve months. A current ratio of greater than 1.0 indicates that the school's current assets exceed its current liabilities, thus indicating ability to meet current obligations. A ratio of less than 1.0 indicates that the school does not have sufficient current assets to cover its current liabilities and is not in a satisfactory position to meet its financial obligations over the next 12 months.

**Source of Data:** Audited balance sheet.

<b>Near Term</b>
<b>Current Assets divided by Current Liabilities</b>
<b>Meets Standard:</b> <input type="checkbox"/> Current Ratio is 1.1 or greater. or <input type="checkbox"/> Current Ratio is between 1.0 and 1.1 <i>and</i> one-year trend is positive. <b>Note:</b> For schools in their first or second year of operation, the current ratio must be greater than 1.1.
<b>Does Not Meet Standard:</b> <input type="checkbox"/> Current Ratio is between 0.9 and .99 Or <input type="checkbox"/> Current Ratio is between 1.0 and 1.1 <i>and</i> one-year trend is negative.
<b>Falls Far Below Standard:</b> <input type="checkbox"/> Current ratio is less than 0.9

**2) The unrestricted days cash on hand ratio indicates how many days a school can pay its operating expenses without another inflow of cash.**

**Overview:** The unrestricted days cash ratio defines whether or not the school has sufficient cash to meet its day-to-day obligations.

**Source of Data:** Audited balance sheet and income statement.

Near Term
<b>Unrestricted Cash divided by (Total Expenses/365)</b>
<p><i>Meets Standard:</i></p> <p><input type="checkbox"/> 60 Days Cash or more</p> <p>or</p> <p><input type="checkbox"/> Between 30 and 60 Days Cash <i>and</i> one-year trend is positive</p> <p><b>Note:</b> For schools in their first or second year of operation, they must have a minimum of 30 Days Cash.</p>
<p><i>Does Not Meet Standard:</i></p> <p><input type="checkbox"/> Days Cash is between 15 and 29 days</p> <p>Or</p> <p><input type="checkbox"/> Days Cash is between 30 and 60 days <i>and</i> one-year trend is negative</p>
<p><i>Falls Far Below Standard:</i></p> <p><input type="checkbox"/> Less than 15 Days Cash</p>

**3) Enrollment forecast accuracy tells authorizers whether or not the school is meeting its enrollment projections, thereby generating sufficient revenue to fund ongoing operations.**

**Overview:** The enrollment forecast accuracy depicts actual versus projected enrollment. A school budgets based on projected enrollment but is funded based on actual enrollment; therefore, a school that fails to meet its enrollment targets may not be able to meet its budgeted expenses.

**Source of Data:**

- Projected enrollment – Charter school board-approved enrollment budget for the year in question.
- Actual enrollment.

Near Term
<b>Actual Enrollment divided by Enrollment Projection in Board-Approved Budget</b>
<p><i>Meets Standard:</i></p> <p><input type="checkbox"/> Enrollment Forecast Accuracy equals or exceeds 95% in the most recent year <i>and</i> equals or exceeds 95% each of the last three years</p> <p><b>Note:</b> For schools in their first or second year of operation, Enrollment Forecast Accuracy must be equal to or exceed 95% for each year of operation.</p>
<p><i>Does Not Meet Standard:</i></p> <p><input type="checkbox"/> Enrollment Forecast Accuracy is between 85% and 94% in the most recent year</p> <p>or</p> <p><input type="checkbox"/> Enrollment Forecast Accuracy is 95% or greater in the most recent year <i>but does not</i> equal or exceed 95% or greater each of the last three years</p>
<p><i>Falls Far Below Standard:</i></p> <p><input type="checkbox"/> Enrollment Forecast Accuracy is less than 85% in the most recent year</p>

**4) Debt default indicates if a school is not meeting debt obligations or covenants.**

**Overview:** This metric addresses whether or not a school is meeting its loan covenants and/or is delinquent with its debt service payments.

**Source of Data:** Notes to the audited financial statements.

<b>Near Term</b>
<i>Meets Standard:</i> <input type="checkbox"/> School is not in default of loan covenant(s) and is not delinquent with debt service payments
<i>Does Not Meet Standard:</i> <input type="checkbox"/> Not Applicable
<i>Falls Far Below Standard:</i> <input type="checkbox"/> School is in default of loan covenant(s) or is delinquent with debt service payments

## Sustainability Measures

**1) Total margin measures the deficit or surplus a school yields out of its total revenues; in other words, whether or not the school is living within its available resources**

**Overview:** The total margin measures if a school operates at a surplus (more total revenues than expenses) or a deficit (more total expenses than revenues) in a given time period. The aggregated three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations on the single year total margin indicator.

**Source of Data:** 3 years of audited income statements

<b>Sustainability</b>
<b>Net Surplus divided by Total Revenue</b>
<b>Aggregated Total Margin:</b>
<b>Total 3 Year Net Surplus divided by Total 3 Year Revenues</b>
<p><i>Meets Standard:</i></p> <p><input type="checkbox"/> Aggregated Three-Year Total Margin is positive <i>and</i> the most recent year Total Margin is positive or</p> <p><input type="checkbox"/> Aggregated Three-Year Total Margin is greater than -1.5%, the trend is positive for the last two years, <i>and</i> the most recent year Total Margin is positive</p> <p><b>Note:</b> For schools in their first or second year of operation, the aggregate Total Margin must be positive.</p>
<p><i>Does Not Meet Standard:</i></p> <p><input type="checkbox"/> Aggregated Three-Year Total Margin is greater than -1.5%, but the trend is negative.</p>
<p><i>Falls Far Below Standard:</i></p> <p><input type="checkbox"/> Aggregated Three-Year Total Margin is less than -1.5% or</p> <p><input type="checkbox"/> Current year Total Margin is less than -10%</p>

**2) The debt to asset ratio measures the amount of liabilities a school owes versus the assets they own; the extent to which the school relies on borrowed funds to finance its operations.**

**Overview:** The debt to asset ratio compares the school’s liabilities to its assets. Simply put, the ratio demonstrates what a school owes against what it owns. A lower debt to asset ratio generally indicates stronger financial health.

**Source of Data:** Audited balance sheet

<b>Sustainability</b>
<b>Total Liabilities divided by Total Assets</b>
<p><i>Meets Standard:</i></p> <p><input type="checkbox"/> Debt to Asset Ratio is less than 0.90</p>
<p><i>Does Not Meet Standard:</i></p> <p><input type="checkbox"/> Debt to Asset Ratio is between 0.90 and 1.0</p>
<p><i>Falls Far Below Standard:</i></p> <p><input type="checkbox"/> Debt to Asset Ratio is greater than 1.0</p>

**3) The cash flow measure indicates a school's change in cash balance from one period to another.**

**Overview:** Cash flow indicates the trend in the school's cash balance over a period of time. This measure is similar to days cash on hand, but indicates long-term stability versus near-term. Since cash flow fluctuations from year-to-year can have a long-term impact on a school's financial health, this metric assesses both three year cumulative cash flow and annual cash flow.

**Source of Data:** 4 years of audited balance sheets

<b>Sustainability</b>
<p>Three-Year Cash Flow = (Prior Year 3 Total Cash) – (Year 0 Total Cash)                  One-Year Cash Flow = (Prior Year 1 Total Cash) – (Year 0 Total Cash)</p>
<p><i>Meets Standard:</i></p> <p><input type="checkbox"/> Three-year cumulative cash flow is positive <i>and</i> cash flow is positive each year.                  or  <input type="checkbox"/> Three-year cumulative cash flow is positive, cash flow is positive in two of three years, <i>and</i> cash flow in the most recent year is positive.</p> <p><b>Note:</b> For schools in their first or second year of operation, they must have positive cash flow.</p>
<p><i>Does Not Meet Standard:</i></p> <p><input type="checkbox"/> Three-year cumulative cash flow is positive, but the trend is negative.</p>
<p><i>Falls Far Below Standard:</i></p> <p><input type="checkbox"/> Three year cumulative cash flow is negative.</p>

**4) The debt service coverage ratio indicates a school's ability to cover its current year debt obligations.**

**Overview:** This ratio measures whether or not a school can pay the principal and interest due on its debt based on the current year's net income. Depreciation expense is added back to the net income because it is a non-cash transaction and does not actually cost the school money. The interest expense is added back to the net income because it is one of the expenses an entity is trying to pay, which is why it is included in the denominator.

**Source of Data:**

- Net income: audited income statement
- Depreciation expense: audited cash flow statement
- Interest expense: audited cash flow statement
- Principal and interest obligations: provided from the school

<b>Sustainability</b>
<b>(Net Income + Depreciation + Interest Expense)/(Principal and Interest Payments)</b>
<p><i>Meets Standard:</i></p> <p><input type="checkbox"/> Debt Service Coverage Ratio is equal to or exceeds 1.10</p>
<p><i>Does Not Meet Standard:</i></p> <p><input type="checkbox"/> Debt Service Coverage Ratio is less than 1.10</p>
<p><i>Falls Far Below Standard:</i></p> <p><input type="checkbox"/> Blank</p>



## Appendix C: Detailed Organizational Performance Indicator Descriptions

### I. Educational Program

#### 1. Essential terms of the charter agreement

- a. The school complies with the essential terms of the education program as stated in the charter.
- b. The school, if intended primarily for at-risk pupils, complies with NRS 386.500 and NAC 386.150(9) regarding serving at-risk pupils.

#### 2. Education requirements

- a. The school complies with NRS 386.550(1)(i) and NRS 389.018(1) by providing instruction in the core academic subjects.
- b. The school complies with NRS 386.550(1)(i) by providing the courses of study required for promotion or graduation.
- c. The school complies with NRS 386.550(1)(f) and NAC 386.350(7) regarding amount of instructional time.
- d. The school complies with NRS 386.583 regarding academic retention requirements.
- e. The school complies with applicable promotion and graduation requirements.
- f. The school complies with applicable statutes and regulations regarding the state's adopted curriculum content standards.
- g. The school complies with NRS 386.550(1)(g) and Chapters 389 of NRS and NAC regarding state assessments and testing practices.
- h. The school complies with all applicable requirements regarding programming and reporting resulting from federal or non-DSA state funding including Title I, Title IIa, and Title III.

#### 3. Students with disabilities

- a. The Charter School assures that it will adopt procedures that align with state and federal requirements in the following areas: [special education].

#### 4. English Language Learner Students

- a. Proper steps for identification of students in need of ELL services.
- b. Appropriate and equitable delivery of services to identified students.

- c. Appropriate accommodations on assessments.
- d. Evaluation of ELLs': English Language Progress and Attainment (Exiting from program-Proficiency), and content Achievement.
- e. Ongoing monitoring of exited students (for 2 years after program exit).
- f. Assess the success of the ELL program and modify it where needed.
- g. Collection and Reporting of Timely and Accurate Data upon Request of the NDE/SPCSA.

## II. Financial Management and Oversight

### 1. Financial Reporting and compliance

- a. The school complies with NAC 387.625, NAC 387.775(5), NAC 387.775(6) and NAC 387.775(9) regarding completion and on-time submission of the annual independent audit and corrective action plans, if applicable.
- b. The school complies with NRS 386.570 regarding all money received must be deposited in a financial institution in this state.
- c. The school complies with NRS 386.550, NAC 387.720 and NAC 387.725 regarding the adoption of a budget.
- d. The governing body of the school complies with NRS 387.303 regarding the annual report of budget.
- e. The governing body of the school complies, in writing, with NRS 386.573 regarding orders for payment of money.
- f. The school has submitted required expenditure reporting to In\$ite (Schoolnomics Consulting Services) required by the Legislative Counsel Bureau as authorized by **NRS 218E.625 and NRS 386.605**: yes/no.

### 2. Financial management and oversight

- a. An unqualified audit opinion in an annual independent audit as required by NAC 387.625 and NAC 387.775.
- b. An annual independent audit, as required by NAC 387.625 and NAC 387.775, devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses.

- c. An annual independent audit, as required by NAC 387.625 and NAC 387.775 that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report.
- d. The school's governing body has adopted written financial policies.
- e. Internal control consideration as a basis for design of the annual independent audit in conformity with NAC 387.625 and NAC 387.775.
- f. Financial Transaction Testing in conformity with NAC 387.625 and NAC 387.775.

### III. **Governance and Reporting**

#### 1. **Governance and reporting**

- a. Board policies adopted by the board and housed in AOIS' Permanent Files, if such policies have been adopted by the board and submitted into AOIS.
- b. NRS 386.520, Board bylaws as approved by the sponsor.
- c. NRS 386.550, Open Meeting Law.
- d. NRS 386.549, Conducting at least quarterly meetings.
- e. NRS 386.549, Salary for meeting attendance.
- f. NRS 386.549, Submission of signed and notarized affidavit for board service.
- g. NRS 386.549, Board composition/required membership.
- h. NAC 387.770(3), Designation of the person responsible for the maintenance of property, equipment and inventory records.
- i. NRS 386.605, Annual report of accountability.
- j. NRS 385.357(6), Plan to improve the achievement of pupils.

#### 2. **Management accountability**

- a. NAC 386.405(5), Evaluation of any EMO with which the school has contracted, per the written performance agreement between the board and the EMO if applicable.
- b. NAC 386.405(6), Provision by the EMO, if applicable, of the financial report.
- c. NAC 386.410(5), Evaluation of the performance of each entity with whom the board has entered into a contract, including the school administrator.

- d. NAC 386.405(4), If applicable, approval of the appointment of key personnel who are directly employed and provided to the school by an EMO.

**3. Reporting requirements**

- a. The school complies with reporting requirements as described in the AOIS Reporting Requirements Manual including those related to the AOIS Permanent Files.
- b. The school complies with reporting requirements related to an authorizer-imposed corrective action plan or notice of concern, if applicable.

**IV. Students and Employees**

**1. Rights of students**

- a. The school's lottery method, maintenance of an enrollment waiting list, and enrollment practices are consistent with guidance provided by the Authority on its website.
- b. The school's enrollment recruiting and advertising comply with the school's charter school application as stated in Required Element A.7.4 and elsewhere.
- c. The school collects, protects and uses student information appropriately.
- d. The school complies with NRS 386.555 regarding the prohibition of support by or affiliation with religion or religious organizations.
- e. The school complies with NRS 386.585 and NRS 392.4655-.4675 regarding school discipline.

**2. Attendance goals**

- a. The school complies with NAC 386.350 regarding attendance.

**3. Staff credentials**

- a. The school complies with NRS 386.590 regarding staff credentialing.

**4. Employee rights**

- a. The school complies with NRS 386.595 regarding employee rights.

**5. Background checks**

- a. The school complies with NRS 386.588 regarding criminal history of employees.

## V. School Environment

### 1. Facilities and transportation

- a. Have current fire, building, health and asbestos inspection documents and approvals, including the certificate of occupancy, been submitted into AOIS in compliance with NAC 386.170?
- b. The school complies with NAC 386.215 regarding insurance coverage by submitting into AOIS the current Affidavit for Provision of Insurance Coverage.
- c. The school complies with Section C.4 of its charter school application and NRS 392.300-392.410 regarding pupil transportation.

### 2. Health and safety

- a. The school complies with NRS 389.065 (sex education); NRS 391.207-391.208 (nursing services); NRS 392.420, 392.425, 392.430, 392.435, 392.437, 392.439, 392.443, 392.446, and 392.448 (school health and safety); and NAC 389.2423, 389.2938, 389.381, and 389.455.
- b. The school complies with NRS 392.616 regarding establishment of a crisis and emergency response development committee.
- c. The school complies with NRS 392.624 regarding annual review and update of the NRS 392.620 plan for responding to a crisis or emergency.

### 3. Information management

- a. The school complies with the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment, and the Military Recruiter Provisions of the NCLB Act of 2001.
- b. The school complies with applicable state or federal freedom of information requirements.
- c. The school complies with applicable student record transfer requirements.
- d. The school complies with applicable requirements for the proper and secure maintenance of testing materials.

## VI. Additional Obligations

### 1. Additional obligations

- a. The school and its governing body comply with the terms and conditions of its charter.

- b.** The school complies with NAC 386.342 and NAC 387.770 regarding inventory documentation.
- c.** The school (applicable only to high schools) complies with NRS 386.550(1)(m) and NAC 386.350(10) regarding notification of accreditation status.
- d.** The school complies with NRS 386.550(1)(c) and Section C.2 of its charter school application regarding fees.
- e.** The school complies with requirements regarding maintenance of personnel records.
- f.** The school complies with NAC 386.345(2) and NRS 332.800 regarding purchasing and prohibition of board member interest in contracts.
- g.** The school complies with NRS 392.040 regarding age of enrollment in grades K, 1 and 2.

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T: Discussion of the designation of the SPCSA as the Local Education Agency (LEA) for purposes of Special Education**

  /  /   Public Workshop  
  /  /   Public Hearing  
  /  /   Consent Agenda  
  /  /   Regulation Adoption  
  /  /   Approval  
  /  /   Appointments  
  /  x/   Information  
  /  /   Action

MEETING DATE: June 21, 2013  
AGENDA ITEM: 10  
NUMBER OF ENCLOSURE(S): 0

**PRESENTER(S): Rorie Fitzpatrick, Interim Superintendent of Public Instruction, Nevada Department of Education; Marva Cleven, State Director of Special Education, Nevada Department of Education**

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**RECOMMENDATION:**

---

**FISCAL IMPACT:**

---

**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 20 mins**

**BACKGROUND:**

**SUBMITTED BY:** \_\_\_\_\_

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T:** Presentation of the charter contract consistent with statue revised by Assembly Bill 205

- /  /   Public Workshop
- /  /   Public Hearing
- /  /   Consent Agenda
- /  /   Regulation Adoption
- /  /   Approval
- /  /   Appointments
- /  x/   Information
- /  /   Action

MEETING DATE: June 21, 2013

AGENDA ITEM: 11

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S):** Steve Canavero, PhD, Director SPCSA

**RECOMMENDATION:** \_\_\_\_\_

**FISCAL IMPACT:** \_\_\_\_\_

**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):** \_\_\_\_\_

**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES):** 30 mins

**BACKGROUND:**

**SUBMITTED BY:** \_\_\_\_\_



**CHARTER SCHOOL CONTRACT**

**between**

**State Public Charter School Authority**

**and**

**[SCHOOL]**

**DRAFT**

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**Charter School Performance Framework**

**EXHIBIT #2**

**Articles and Bylaws**

**EXHIBIT #3**

**Memorandum of Understanding**

**EXHIBIT #4**

**Renewal Application**

**EXHIBIT #5**

**Charter Application**

DRAFT

# CHARTER CONTRACT

This agreement constitutes a Charter Contract (the "Charter Contract") executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2 \_\_\_\_\_ by and between the State Public Charter School Authority (the "Authority"), and \_\_\_\_\_ (the "Applicant(s)") (collectively, the "Parties") to establish and operate the \_\_\_\_\_ CHARTER SCHOOL (the "Charter School"), an independent and autonomous public school authorized to operate in the State of Nevada.

## RECITALS

"WHEREAS, The primary consideration of the legislature in enacting legislation to authorize charter schools is to serve the best interests of all pupils, including pupils who may be at risk; and

WHEREAS, The intention of the legislature is to provide:

1. The board of trustees of school districts with a method to experiment with providing a variety of independent public schools to the pupils of this state;
2. A framework for such experimentation;
3. A mechanism by which the results achieved by charter schools may be measured and analyzed; and
4. A procedure by which the positive results achieved by charter schools may be replicated and the negative results may be identified and eliminated; and

WHEREAS, It is further the intention of the legislature to provide teachers and other educational personnel, parents, legal guardians and other persons who are interested in the system of public education in this state the opportunity to:

1. Improve the learning of pupils and, by extension, improve the system of public education;
2. Increase the opportunities for learning and access to quality education by pupils;
3. Encourage the use of different and innovative teaching methods;

4. Establish appropriate measures for and assessments of the learning achieved by pupils who are enrolled in charter schools;
5. Provide a more thorough and efficient system of accountability of the results achieved in public education in this state; and
6. Create new professional opportunities for teachers and other educational personnel, including, without limitation, the opportunity to increase the accessibility and responsibility of teachers and other educational personnel for the program of learning offered;"

WHEREAS, The Authority is authorized by the Legislature to sponsor charter schools pursuant to NRS 386.509; and

WHEREAS, on [DATE], the State Board of Education approved the proposed charter application as set forth in Exhibit #5 (initially or as amended, the "Charter Application") and incorporated herein; and

WHEREAS, on [DATE], the Parties have previously entered into an agreement (the "Written Agreement") dated [DATE] for the establishment of the School; and

WHEREAS, on [DATE], the Parties previous Written Agreement will expire; and

WHEREAS, on [DATE], the Authority approved the renewal application as set forth in Exhibit #4 ("Charter Renewal Application") the terms of which are incorporated by reference herein, subject to conditions outlined in the Authority motion; and

WHEREAS, the Parties' intend that this Charter Contract serve as a performance contract that succeeds and replaces the Written Agreement and that governs the operation of the Charter School;

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and Charter School agree as follows:

## **Part I: Continued Operation of the School**

### **1.1 Continued Operation**

- 1.1.1 As authorized by the Nevada Revised Statute (NRS) 386.509, the Authority hereby authorizes the continued operation of the Charter School with the aforementioned conditions, and in accordance with the terms and conditions set forth in this Charter Contract.
- 1.1.2 This Charter Contract is entered into between the Charter School its governing body and the Authority.

### **1.2 Parties**

- 1.2.1 The person authorized to sign the Charter Contract on behalf of the Charter School is the President of the governing body (“Charter School Representative”).
- 1.2.2 The person authorized to sign on behalf of the Authority is the Chair of the Authority or, in the absence of the Chair, the Acting Chair.
- 1.2.3 The Charter School Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter School and has authority to sign this Charter Contract on behalf of the Charter School.

### **1.3 Term of Charter Contract**

- 1.3.1 The Term of this Charter shall be six (6) years.
- 1.3.2 This Charter Contract is effective upon execution, and the term of the Charter Contract begins [DATE] and will terminate on [DATE], unless earlier terminated as provided herein.

### **1.4 General**

- 1.4.1 The Charter School shall not operate for profit and may be incorporated as a nonprofit corporation pursuant to the provision of chapter 82 of NRS.
- 1.4.2 The Charter School certifies that all contracts obligating the Charter School have been and will be undertaken by the Charter School in accordance with NRS 386.553.
- 1.4.3 The Charter School and its governing body (the “Charter Board”) shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authority policies applicable to charter schools.
- 1.4.4 The Charter School shall be deemed a public school subject to all applicable provisions of local, state and federal law and regulation, specifically including but not limited to health and safety, civil rights, student assessment and assessment administration, data collection, reporting, grading, and remediation requirements, except to the extent such provisions are inapplicable to charter schools.
- 1.4.5 The Charter School is considered a school of the Local Education Agency pursuant to NRS 386.513.

### **1.5 Charter School Governing Body**

- 1.5.1 The Charter School shall be governed by the Charter Board, and deemed a public

body, in a manner that is consistent with the terms of this Charter Contract so long as such provisions are in accordance with applicable state, federal, and local law and regulation. (NRS 386.549)

- 1.5.2 The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the Charter School, and the fulfillment of the Charter Contract.
- 1.5.3 The Charter Board shall be the final authority in matters affecting the Charter School, including but not limited to staffing, job titles, employee salary and benefits, financial accountability and curriculum.
- 1.5.4 The Charter Board shall act in accordance with and is subject to the Nevada Open Meeting Law, Public Records Law, and Nevada Local Government Purchasing laws (NRS 332.039-.148)
- 1.5.5 The Charter Board shall have authority for and be responsible for policy and operational decisions of the Charter School. The Charter Board shall govern the Charter School pursuant to the following terms and conditions:
  - 1.5.5.1 Articles and/or Bylaws. The articles of incorporation, if applicable, and bylaws of the Charter Board shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law, regulation and this Charter Contract. The articles of incorporation, if applicable, and bylaws are set forth in Exhibit #2 (initially or as amended, the "Articles and Bylaws") and incorporated herein by reference. Any modification of the Articles and Bylaws constitutes a material amendment of the Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.
  - 1.5.5.2 Composition. The composition of the Charter Board shall at all times be determined by and consistent with the Articles and Bylaws and all applicable law and regulation. The complete roster of the Charter Board and each member's affidavit, resume, and Request for Information shall be maintained in the Authority's established document library (e.g., AOIS). The Charter Board shall notify the Authority of any changes to the Board Roster and submit an amended Board Roster to the documents library within five (5) business days of their taking effect.
  - 1.5.5.3 Affiliation. Notwithstanding any provision to the contrary in the Charter Contract or the Articles and Bylaws, in no event shall the Charter Board, at any time, include more than two directors, officers, employees, agents or other affiliates of any single entity, with the exception of the Charter School itself, regardless of whether said entity is affiliated or otherwise partnered with the Charter School. (NAC 386.345(3))
  - 1.5.5.4 Conflicts of Interest. The Charter Board shall adopt a conflicts of interest policy (the "Conflicts of Interest Policy"), including provisions related to



nepotism and consistent with this section and of applicable law by [DATE]. The Charter Board shall, at all times, comply with the provisions of the Conflicts of Interest Policy. The adopted and approved Conflict of Interest Policy shall be maintained in the Authority's established document library. Any modification of the Conflicts of Interest policy must be submitted to the Authority within five (5) days of approval by the Charter Board.

- 1.5.5.5 Non-Commingling. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authority.

**1.6 Location**

- 1.6.1 The Charter School shall provide educational services, including delivery of instruction, at the location(s):


**1.7 Facilities**

- 1.7.1 The building(s) in which the Charter School is to be located shall be known as the Charter School Facilities (the "Facilities").
- 1.7.2 The Authority or its designee may, at the Authority's discretion, conduct a health and safety inspections of the Facilities.
- 1.7.3 The Facilities shall meet all applicable health, safety and fire code requirements and shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public charter schools.
- 1.7.4 The Charter School's relocation to different Facilities shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.
- 1.7.5 In the event that legally viable Facilities and/or necessary certificates and permits are not in place, the Charter School may not provide instruction at the Facilities or otherwise admit pupils into the Facilities. In such event, the Authority reserves the right to enforce any of the consequences for failure to act in accordance with the material terms and conditions of this Charter Contract.

**1.8 Charter School Independence**

- 1.8.1 Pursuant to NRS 386.565, the board of trustees of a local school district in which the Charter School is located shall not assign any pupil who is enrolled in a public school or any employee who is employed in a public school to the Charter

School, or interfere with the operation and management of the Charter School except as authorized by NRS 386.490-.610, inclusive, and any other statute or regulation applicable to the Charter School or its officers or employees.

- 1.8.2 The Charter School will be subject to review of its operations and finances by the Authority, including related records, when the Authority, in its sole discretion, deems such review necessary.

## **Part 2: School Operations**

### **2.1 Open Meetings and Public Records**

- 2.1.1 The Charter School shall maintain and implement policies and procedures to ensure that it complies with all applicable laws and regulations relating to public meetings and records.

### **2.2 Mission Statement**

- 2.2.1 The Charter School's mission statement (initially or as amended, the "Mission Statement") shall be as presented in the approved Charter Application appearing in Exhibit #5 and incorporated by reference herein. Any change to the Mission Statement shall be a material amendment to this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

### **2.3 Age; Grade Range; Number of Students**

- 2.3.1 The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter Contract as identified in the Charter Application appearing in Exhibit #5.
- 2.3.2 The Charter School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition patterns provided such modifications are consistent with this Charter Contract.
- 2.3.3 Elimination of a grade level that the Charter School was scheduled to serve, expansion to serve grade levels not identified in 2.3.1, and an annual increase/decrease in total enrollment by more than 10% shall be a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Authorization to expand may require the Charter School to demonstrate satisfactory academic and financial performance, and organizational compliance.

### **2.4 Non-discrimination**

- 2.4.1 The Charter School shall not discriminate against any student, employee or other person on the basis of race, color, creed, ethnicity, national origin, gender, marital status, religion, ancestry, disability, need for special education services,

income level, athletic ability, proficiency in the English language or any other ground that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.

## **2.5 Student Recruitment, Enrollment and Attendance**

- 2.5.1 The Charter School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the Charter School limit admission based on race, ethnicity, national origin, gender, disability, income level, athletic ability, or proficiency in the English language, except as authorized by NRS 386.580(8).
- 2.5.2 The Charter School shall adopt and adhere to a Truancy and Absence Policy pursuant to NAC 386.180(5).
- 2.5.3 If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
- 2.5.4 Pursuant to NRS 386.580, Charter School may give enrollment preference based upon criteria established in law and regulation. Should state laws or regulations be amended to alter the nature or application of enrollment preferences, Charter School shall comply therewith upon the effective date of the changes. Before the Charter School enrolls pupils who are eligible for enrollment, the Charter School may enroll a child who:
  - 2.5.4.1 Is a sibling of a pupil currently enrolled;
  - 2.5.4.2 Was enrolled in a tuition-free prekindergarten program at the Charter School or affiliated program with the Charter School;
  - 2.5.4.3 Is a child of a person who is:
    - 2.5.4.3.1 Employed by the Charter School;
    - 2.5.4.3.2 A member of the Committee to Form the Charter School; or
    - 2.5.4.3.3 A member of the Charter Board;
  - 2.5.4.4 Is in a particular category of at-risk and the child meets the eligibility requirements prescribed by the Charter School for that particular category; or
  - 2.5.4.5 Resides within the school district and within two (2) miles of the Charter School if the Charter School is located in an area that the Authority determines includes a high percentage of children who are at-risk.

## **2.6 Tuition, Fees and Volunteer Requirements**

- 2.6.1 The Charter School shall not charge tuition or fees of any kind as a condition of enrollment. The Charter School may not impose any fees that a school district would be prohibited by applicable law or regulation from imposing.
- 2.6.2 Nothing in this section shall be interpreted to prohibit the Charter School from

imposing fees that a school district would be permitted to impose.

- 2.6.3 Any requirement that a parent commit a number of volunteer hours shall be prohibited unless such a requirement considers individual family circumstances and allows for a waiver of volunteer hours.

## 2.7 **School Calendar; Hours of Operation**

- 2.7.1 The Charter School shall adopt a school calendar with an instructional program to provide annually at least as many days of instruction as are required of other public schools located in the same school district as the Charter School is located, unless written approval from the Superintendent of Public Instruction provides for a waiver of this requirement. (NRS 386.550)

## 2.8 **Student Conduct and Discipline**

- 2.8.1 The Charter School shall adopt and adhere to a student discipline policy (the "Discipline Policy") pursuant to NRS 386.585 and regulation. The Charter School may not remove, withdraw, suspend or expel a pupil against a parent's wishes for reasons other than the reasons for suspension or expulsion stated in NRS 392.4655 – 392.467 or other applicable statute or regulation. Nothing in this provision precludes the Charter School from withdrawing a pupil from the Charter School consistent with applicable law and regulation.

## 2.9 **Service Agreements, Contracts, Facility Lease or Purchase**

- 2.9.1 Nothing in this Charter shall be interpreted to prevent the Charter School from entering into a contract or other agreement related to the operation of the school. The Charter School shall include in any agreement or contract entered into that the provisions of any such agreement are enforceable only to the extent they are compliant with applicable law and regulation. The Charter Board is responsible to ensure all contracts or other agreements are compliant with existing law and regulation.
- 2.9.2 The Charter School shall clearly indicate to vendors and other entities and individuals with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the State of Nevada, the Authority, or the Department of Education.

## 2.10 **Contracts with an Educational Management Organization**

- 2.10.1 The provisions appearing under 2.9 apply to contracts with an EMO.
- 2.10.2 Should the Charter School intend to enter into an agreement with an educational management organization (EMO) as defined by NRS 386.562, the following provisions shall apply:
  - 2.10.2.1 The Charter School shall comply with all Authority requests for information about the EMO that are reasonably related to the Authority's duty to ensure that the Charter School is in compliance with all provisions of this Charter Contract and NRS 386.562; and NAC 386.400, 386.405, 386.407, 386.180,

and 386.204 or other applicable statute and regulation.

- 2.10.2.2 In no event shall the Charter Board of the Charter School delegate or assign its responsibility for fulfilling the terms of this Charter Contract.
- 2.10.2.3 Any management contract entered into by Charter School shall include an indemnification provision as follows: "The management company shall indemnify, save and hold harmless against any and all claims, demands, suits, actions, proceedings, losses, costs, judgments, damages, or other forms of liability to third parties, of every kind and description, actual or claimed, including but not limited to attorneys' fees and/or litigation expenses, including but not limited to injury to property or persons (including but not limited to civil rights violations), occurring or allegedly occurring, in connection with the operation of the Charter School, or from conduct committed or alleged to have been committed on the premises of the Charter School or by the Charter School, or from conduct committed by the management, or by its employees, officers, directors, subcontractors, or agents, during the term of this Charter Contract or any renewal thereof. The management company shall defend the Authority in any such action or proceedings brought thereon. This provision shall survive the termination of this contract."
- 2.10.2.4 Should the Charter School propose to enter into a contract with an EMO, the Charter School agrees to submit all information requested by Authority regarding the management arrangement, including a copy of the proposed contract and a description of the EMO, with identification of its principals and their backgrounds. Entering into a management contract is considered a material amendment of the Charter Contract and Charter School shall not enter into such agreement without written Authority approval.
- 2.10.2.5 The termination or change of an EMO shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

## 2.11 **Employment Matters**

- 2.11.1 All employees of the Charter School shall be deemed public employees.
- 2.11.2 In general, the Charter School agrees to comply with the provisions of NRS 386.595 regarding employment status and NRS 386.590 regarding teacher licensure.
- 2.11.3 Neither the Charter School, nor its employees, agents, nor contractors are employees or agents of the Authority; or are either the Authority or its employees, agents, or contractors employees or agents of the Charter School. None of the provisions of this Charter Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of

employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Charter Contract.

- 2.11.4 The Charter School shall have ultimate responsibility for employment, management, dismissal and discipline of its employees, including key personnel employed by an EMO. The Charter School will establish and implement its own dispute resolution process for employment matters.
- 2.11.5 The Charter School may not employ instructional personnel whose certificate or license to teach has been revoked or is currently suspended by the state board of education in this state or another state. (NRS 386.590(a))
- 2.11.6 An employee of a charter school is eligible for all benefits for which the employee would be eligible for employment in a public school, including, without limitation, participation in the Public Employees Retirement System in a manner consistent with NRS 386.595.
- 2.11.7 The Charter School shall conduct criminal background checks and act in accordance with NRS 386.588.
- 2.11.8 The Charter School shall maintain employee files as identified in the Operations Manual, which are subject to audit by the Authority or other appropriate entity.
- 2.11.9 If the Charter School receives Title I funding, it must ensure that 100% of teachers in core academic subjects are Highly Qualified (as defined in the Elementary and Secondary Education Act) or are working pursuant to a plan to achieve Highly Qualified status.
- 2.12 **Student Health, Welfare and Safety**
  - 2.12.1 The Charter School shall comply with all applicable federal and state laws and regulations concerning student health, welfare, and safety, including but not limited to state laws regarding the reporting of child abuse, accident prevention and disaster response, and any applicable state and local regulations governing the operation of school facilities.
- 2.13 **Transportation**
  - 2.13.1 If applicable, the Charter School shall be responsible for providing students transportation consistent with the plan proposed in the approved Charter Application appearing in Exhibit #5 and incorporated herein.
  - 2.13.2 The termination or change of transportation shall constitute a material amendment of this Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

## **Part 3: Educational Program**

### **3.1 Design Elements**

- 3.1.1 The Charter School shall have control over and responsibility for delivery of the educational program and for attainment of the performance standards as set forth in the charter school performance framework (the "Charter School

Performance Framework”) Exhibit #1 incorporated herein. The Charter School shall have discretion to modify, amend, adapt, and otherwise change the educational program as it deems necessary to achieve the performance standards so long as such changes are consistent with the Charter Application and the Charter Contract.

- 3.1.2 In determining whether or not the Charter School complies with the essential terms of the educational program, the Authority will use the Charter Application (initial or as amended) as the basis to assess fidelity.

### 3.2 **Curriculum**

- 3.2.1 The Charter School’s educational program shall meet or exceed Nevada’s content standards.
- 3.2.2 Any modification to the curriculum, either individually or cumulatively, that are of such a nature or degree as to cause the curriculum described within the approved Charter Application to cease to be in operation will be considered a material amendment of the Charter Contract and shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority.

### 3.3 **Student Assessment**

- 3.3.1 Charter School shall be subject to and comply with all requirements related to the state assessment and accountability system for public schools.
- 3.3.2 Nothing in this section prohibits the Charter School or the Authority from assessing student learning outside of and in addition to the state’s testing program.
- 3.3.3 Educational program matters not specifically identified in this Charter Contract shall remain within Charter School’s authority and discretion.

### 3.4 **Special Education**

- 3.4.1 The Authority is the “local education agency” (“LEA”) for purposes of compliance with the Individuals with Disabilities Act (“IDEA”).
- 3.4.2 The Charter School shall provide services and accommodations to students with disabilities as set forth in the Charter Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the “IDEA”), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the “ADA”), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to enrolled students with disabilities in accordance with the individualized education program (“IEP”) recommended by a student’s IEP team. The Charter School shall comply with all applicable requirements of state law and regulation concerning the provision of services to students with disabilities.

3.4.3 The Charter School shall implement and act in accordance with the provisions of the Memorandum of Understanding set forth in Exhibit #3 and incorporated herein, which defines the rights and responsibilities of the Charter School acting as a school of the LEA and the Authority acting as LEA.

3.5 **English Language Learners**

3.5.1 The Charter School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The Charter School shall adhere to policies and procedures for identifying, assessing and exiting English language learners, consistent with all applicable laws and regulations. The Authority and the Charter School will work to assure compliance with any and all requirements of the state and federal law regarding services to English language learners.

## **Part 4: Charter School Finance**

### **4.1 Financial Management**

4.1.1 The Charter School shall control and be responsible for financial management and performance of Charter School including budgeting and expenditures. The Charter School shall operate on a fiscal year that begins July 1 and ends June 30.

4.1.2 At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls, including without limitation: (1) commonly accepted accounting practices and the capacity to implement them; (2) a bank account maintained within this State; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of monthly and quarterly financial reports, including identification of the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with applicable federal and state law.

4.1.3 The Charter School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by a certified public accountant each fiscal year. The results of the audit will be provided to the Authority in written form in accordance with the date established by law and regulation as identified in the Reporting Requirements Manual. The Charter School shall pay for the audit.

4.1.4 The Charter School shall prepare quarterly financial reports for the Authority in compliance with this Charter Contract. Such reports shall be submitted to the Authority no later than fifteen (15) days following the end of each quarter, as defined in the Reporting Requirements Manual.



- 4.1.5 The Charter School agrees to maintain financial records in accordance with the governmental accounting method required by the Nevada Department of Education (the "Department") and/or Authority and to make such records available upon request.
- 4.1.6 The Charter School shall use and follow the chart of accounts and any grant codes as defined by the Department in the Nevada Common Elements for Accounting and Reporting K-12 Educational Finances.
- 4.1.7 The Charter School shall assure that all financial records for the school are maintained, posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.
- 4.1.8 The Charter School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School's budget.
- 4.1.9 Pursuant to NAC 387.770, the Charter School shall maintain a complete and current inventory of all school property and shall perform a physical inventory annually. Any asset acquired by the Charter School is the property of the Charter School for the duration of the Charter Contract and any subsequent renewals. The Charter School shall take reasonable precautions to safeguard assets acquired with public funds. The Charter School shall manage all assets consistent with the requirements of applicable law and regulation, including without limitation NAC 387.335, 387.342 and 387.360; and NRS 386.536.
- 4.1.10 If the Charter School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.
- 4.1.11 Except as may be expressly provided in this Contract, as set forth in any subsequent written agreement between the Charter School and the Authority pursuant to NRS 386.561, or as may be required by law, neither the Charter School nor the Authority shall be entitled to the use of or access to the services, supplies, or facilities of the other. Any service agreements between the Authority and the Charter School shall be subject to all terms and conditions of this Charter Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this contract or set forth in any subsequent written agreement between the Charter School and the Authority or required by law, shall not be a condition of the approval or continuation of this contract.
- 4.1.12 The Charter School shall comply with other requirements as may be imposed through state law or regulation, from time to time, on charter school finances, budgeting, accounting, and expenditures, provided that the Authority shall provide annual technical assistance regarding material changes to state law and regulation, and the Parties will collaborate to assure that they each remain reasonably current on the impact of any modifications on charter schools. The

Parties agree that the Charter School retains primary responsibility for compliance with state law and regulation.

- 4.1.13 The Charter School is solely responsible for all debt it incurs, and the Authority shall not be contractually bound on Charter School's account to any third party. A statement to this effect shall be a provision of any and all contracts entered into by the Charter School.

#### 4.2 **Budget**

- 4.2.1 In accordance with law and regulation as identified in the Reporting Requirements Manual, the Charter School shall submit to the Department and the Authority the school's tentative budget for the upcoming fiscal year and the Charter School shall submit to the Department and the Authority the school's final budget for the upcoming fiscal year. The budget shall:

- 4.2.1.1 Be presented on forms prescribed by the Nevada Department of Taxation; and

- 4.2.1.2 Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues plus beginning fund balances.

#### 4.3 **Charter School Funding**

- 4.3.1 Charter School shall receive, directly from the Department, state and local aid in an amount equal to its weighted count of enrollment multiplied by the per pupil Distributive School Account amount for the county of residence of each student plus the per pupil Outside Revenue amount for that county. The count of pupils for calculating the basic support for distribution to a charter school is the weighted count of enrollment of pupils on the last day of the first school month of the school district in which the charter school is located for the school year ("Count Day"). The first school month is the thirty day period beginning on the first day of a school year, so long as that thirty day period includes at least twenty school days.

- 4.3.2 The Charter School shall maintain and transmit all necessary student information in the format prescribed by the Department to evidence enrollment and attendance of students for purposes of receiving state aid. The Charter School will receive state payment from the Distributive School Account directly from the Department, based on the number of pupils enrolled on Count Day.

- 4.3.3 The Charter School shall receive state aid payments quarterly unless the quarterly payments exceed \$500,000 at which time the Department will pay state aid in monthly installments directly to the Charter School.

- 4.3.4 All state aid payments to the Charter School are subject to correction pending the outcome of the Department's annual Pupil Enrollment and Attendance Audit.

#### 4.4 **Authority Funding**

- 4.4.1 The yearly sponsorship fee for the Authority must be in an amount of money

not to exceed two (2) percent but at least one (1) percent of the total amount of money apportioned to the Charter School during the school year pursuant to NRS 387.124. (NRS 386.570)

- 4.4.2 The Authority shall notify the Charter School in February of the fee anticipated to be charged pursuant to NRS 386.570 in the following fiscal year.

## **Part 5: Insurance and Legal Liabilities**

### **5.1 Insurance**

- 5.1.1 The Charter School shall provide and maintain, at its sole expense without reimbursement, adequate insurance, pursuant to NAC 386.215, necessary for the operation of the school, including but not limited to, property insurance, general liability insurance, workers' compensation insurance, unemployment compensation insurance, motor vehicle insurance, and errors and omissions insurance covering the Charter School and its employees. Should the State legislature or State Board of Education change the amount and/or type of insurance coverage required, Charter School shall take necessary steps to ensure compliance with the law or regulation within thirty (30) days of receiving notice by the Authority of such change. The Authority shall be named as additional insured under all insurance policies identified under NAC 386.215.

### **5.2 Liability**

- 5.2.1 As required by NRS 386.550, the Charter School agrees that the Authority is not liable for the acts or omissions of the Charter School, its officers, agents, or employees. The Charter School agrees to defend, indemnify, and hold the Authority, its agents and employees, harmless from all liability, claims and demands on account of contract, injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the Charter School's operations.
- 5.2.2 If the Charter School files a voluntary petition for bankruptcy or is declared bankrupt during a school year, neither the State of Nevada nor the Authority may be held liable for any claims resulting from the bankruptcy pursuant to NRS 386.575.

## **Part 6: Transparency and Accountability**

### **6.1 Charter School Reporting**

- 6.1.1 Authority shall provide Charter School with a Reporting Requirements Manual on or before the commencement of the contract year and updated at least annually. Authority shall endeavor to make the Reporting Requirements Manual as complete as possible. Charter School shall be responsible for submitting timely and complete reports in accordance with the Reporting Requirements Manual.

6.1.2 Authority shall provide Charter School with an Operations Manual on or before the commencement of the contract year and updated at least annually.

**6.2 Additional Reporting**

6.2.1 Charter School shall be responsible for additional reporting as required for compliance with state law and regulation, federal requirements, and other applicable external reporting requirements.

**6.3 Authority Reporting**

6.3.1 Authority shall produce and make available reports to the Charter School in a manner consistent with the Reporting Requirements Manual.

**Part 7: Oversight**

**7.1 Authority**

7.1.1 Pursuant to NRS 386.509, the Authority shall have broad oversight authority over Charter School and may take all reasonable steps necessary to confirm that Charter School is and remains in material compliance with this Charter Contract, the Charter Application, and applicable law and regulation. The Authority's oversight of Charter School shall include, but not be limited to, the following activities:

- 7.1.1.1 Oversight, intervention, termination, renewal, and closure processes and procedures for Charter School;
- 7.1.1.2 Reviewing the performance and compliance of the Charter School within the terms of this Charter Contract and applicable laws, policies and regulations;
- 7.1.1.3 Ensuring the Charter School compliance with reporting requirements;
- 7.1.1.4 Monitoring the educational, legal, fiscal, and organizational condition of the Charter School; and
- 7.1.1.5 Providing guidance to the Charter School on compliance and other operational matters.

**7.2 Inspection**

7.2.1 All records established and maintained in accordance with the provisions of this Charter Contract, applicable policies and/or regulations, and federal and state law shall be open to inspection by Authority and other applicable agencies, entities, or individuals within a reasonable period of time after request is made.

**7.3 Site Visits**

7.3.1 Authority shall visit the Charter School at least once as a component of the Mid-Term evaluation as defined in the Charter School Performance Framework. Authority may, at its discretion, conduct formal targeted school visits. Such site visits may include any activities reasonably related to fulfillment of its oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by the Charter

School; and interviews of school and other stakeholders.

**7.4 Notification**

- 7.4.1 The Charter School shall notify Authority immediately of any conditions that it knows are likely to cause it to violate the terms of this Charter Contract or the Charter Application. Such notification shall not be construed as relief from the Charter School's responsibility to correct such conditions.
- 7.4.2 The Charter School shall notify the Authority immediately of any circumstances requiring the closure of the Charter School, including but not limited to natural disaster, other extraordinary emergency, or destruction of or damage to the school facility.
- 7.4.3 The Charter School shall immediately notify the Authority of the arrest or charge of any members of the Charter Board or any Charter School employee for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, any crime or misdemeanor constituting an act against a minor child or student, or of the investigation of a member of the Charter Board or any Charter School employee for child abuse.
- 7.4.4 The Charter School shall notify the Authority immediately of any change to its corporate legal status.
- 7.4.5 The Charter School shall notify the Authority immediately of any default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 7.4.6 The Charter School shall notify the Authority immediately if at any time the Charter School receives notice or is informed that the Charter School or the Authority are parties to a legal suit.

**7.5 Intervention**

- 7.5.1 Consistent with any oversight practices set out in the Charter School Performance Framework, the Authority shall follow a progressive system of notification and calls for corrective action on the part of the Charter School.
- 7.5.2 Any complaints or concerns received by the Authority about the Charter School or its operation including but not limited to complaints filed with the Office for Civil Rights, the Nevada Attorney General's Office, and Equal Employment Opportunity Commission, shall be forwarded promptly by the Authority to the Charter School.
- 7.5.3 The Charter School shall promptly forward to the Authority any formal complaints or concerns received by the Charter School filed with or from the Office for Civil Rights, the Nevada Attorney General's Office, Equal Employment Opportunity Commission, and/or formal grievances filed by any party with the Charter Board. Such forwarding of complaints or concerns shall not relieve Charter School of the responsibility of resolving the complaints or concerns.
- 7.5.4 The Charter School shall indemnify the Authority for any costs, attorney fees,

and/or financial penalties imposed on Authority by state and/or federal authorities due to actions or omissions of the Charter School relative to regulatory compliance.

- 7.5.5 To the extent that concerns or complaints received by the Authority about the Charter School may trigger Authority intervention, including termination or non-renewal of the Charter Contract, the Authority may monitor the Charter School's handling of such concerns or complaints. In such cases, the Authority may request and the Charter School shall provide information regarding the Charter School's actions in responding to those concerns or complaints.

## **Part 8: Termination and Default Termination**

### **8.1 Termination**

8.1.1 As provided by law, this Charter Contract may at any time be terminated by the Authority before its expiration upon determination and majority vote of the Authority that the Charter School, its officers or its employees:

- 8.1.1.1 Committed a material breach of the terms and conditions of the Charter Contract;
- 8.1.1.2 Failed to comply with generally accepted standards of fiscal management;
- 8.1.1.3 Failed to comply with the provisions of NRS 386.490 to 386.610, inclusive, or any other statute or regulation applicable to charter schools;  
or
- 8.1.1.4 Persistently underperformed, as measured by the performance indicators, measures and metrics set forth in the Charter School Performance Framework for the Charter School.

8.1.2 The Charter Contract may be terminated by the Authority if the Charter School has filed for a voluntary petition of bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the Charter School cannot continue to operate.

8.1.3 The Charter Contract may be terminated by the Authority if the Authority determines that termination is necessary to protect the health and safety of the pupils who are enrolled in the Charter School or persons who are employed by the Charter School from jeopardy, or to prevent damage to or loss of the property of the school district or the community in which the Charter School is located.

8.1.4 In any instance of termination, the Authority shall provide to the Charter School written notice of termination, which notice shall include its findings and reasons for such action and adhere to the process outlined in NRS 386.535.

### **8.2 Default Termination**

8.2.1 The Authority shall terminate the Charter Contract if the school receives three consecutive annual ratings established as the lowest rating possible indicating

underperformance of a public school, as determined by the Department pursuant to the statewide system of accountability for public schools. The Charter School's annual rating for any school year before the 2013-2014 school year must not be included in the count of consecutive annual ratings.

### 8.3 **Other Remedies**

- 8.3.1 The Authority may impose other appropriate remedies for breach including, but not limited to, a required corrective action plan.

## **Part 9: Closure**

### 9.1 **Closure**

- 9.1.1 In the event that Charter School is required to cease operation for any reason, including but not limited to non-renewal, termination, or voluntary surrender of the Charter Contract, the Charter School shall cooperate fully with the Authority to ensure the orderly closure of the Charter School in a manner consistent with state law and regulation (NRS 386.536), including, but not limited to:

- 9.1.1.1 Securing student records; assisting students with their enrollment in other schools; financial responsibilities and preserving financial records.

## **Part 10: Dispute Resolution**

### 10.1 **Dispute Resolution**

- 10.1.1 Parties agree to implement the following dispute resolution plan in good faith:

In the event a dispute arises between the Charter School and the Authority or its staff, the charter school shall submit, in writing, a statement outlining its complaint and proposed resolution to the Director of the Authority or his/her designee for review. The Director will respond to the complaint and proposed resolution, in writing, within thirty (30) calendar days outlining whether or not he/she agrees with the complaint and whether he/she accepts the proposed resolution or offers an alternative resolution to the complaint. If the charter school is not satisfied with the response from the Director, it may request, in writing, a review by the President of the Authority. The President of the Authority will respond, in writing, within fifteen (15) calendar days stating whether or not he/she agrees with the complaint and if so, whether he/she agrees with the proposed resolution, or proposing an alternative resolution to the charter school. In the event these representatives are unable to resolve the dispute informally, pursuant to this procedure, the complaint and proposed resolution will be submitted to the Authority at the next available meeting for its consideration. The Authority will decide whether or not it agrees with the complaint or any proposed resolution. Any decision by the Authority is final.

## Part 11: School Performance Standards and Review

### 11.1 Performance Standards

11.1.1 The Charter School Performance Framework is composed of indicators, measures, metrics, targets, and ratings to measure the academic, financial, organizational and mission specific, if applicable, performance of the Charter School. Pursuant to NRS 386.527, the performance framework is incorporated into this Charter Contract as set forth in the Charter School Performance Framework in Exhibit #1.

11.1.1.1 The Authority may, upon request for a material amendment from the Charter Board, include additional rigorous, valid and reliable performance indicators that are specific to the Mission of the Charter School and complementary to the existing measures.

11.1.1.2 The Charter School Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Charter Application, Charter Renewal Application and not explicitly incorporated into the Charter School Performance Framework. The specific terms, form and requirements of the Charter School Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authority and will be binding on the Charter School.

11.1.2 According to the Charter School Performance Framework, the Charter School shall annually:

11.1.2.1 Meet or exceed standards on the academic indicators;

11.1.2.2 Demonstrate financial sustainability through meeting standards on the financial indicators;

11.1.2.3 Operate in compliance with the terms and conditions of this Charter Contract; and

11.1.2.4 If applicable, demonstrate sound performance on mission specific indicators.

### 11.2 Review

11.2.1 The Authority shall monitor and periodically report on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Charter School Performance Framework. Such reporting shall take place at least annually.

11.2.2 The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Charter School Performance Framework shall provide the basis upon which the Authority will decide whether to renew the Charter Contract at the end of the term.

11.2.3 The Parties intend that, where this Charter Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable



modification or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the Charter School Performance Framework, may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Charter School Performance Framework as initially established in the Charter Contract.

## **Part 12: Contract Construction**

### **12.1 Entire Charter Contract**

12.1.1 The Parties intend this Charter Contract, including all exhibits hereto, to represent a final and complete expression of their agreement, which shall be considered the Charter Contract. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Charter Contract may be approved from time to time hereafter.

### **12.2 Authority**

12.2.1 The individual officers, agents and employees of the Parties do hereby individually represent and warrant that they have full power and lawful authority to execute this Charter Contract.

### **12.3 Notice**

12.3.1 Any notice required, or permitted, under this Charter Contract, shall be in writing and shall be effective upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid to the following:

In the case of State Public Charter School Authority:  
Director  
1749 N. Stewart St, Suite 40  
Carson City, NV 89706

In the case of Charter School:

12.4 **Waiver**

12.4.1 The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or taken to constitute a waiver of any succeeding or other breach.

12.5 **Non-Assignment**

12.5.1 Neither party to this Charter Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Charter Contract unless the other party agrees in writing to any such assignment.

12.6 **Applicable Law**

12.6.1 This Charter Contract shall be governed by and construed in accordance with the laws of the State of Nevada, including all requirements imposed by regulation and Authority policy, and all applicable federal laws of the United States.

12.6.2 The Parties intend that, where this Charter Contract references federal or state laws, they be bound by any amendments to such laws upon the effective date of such amendments.

12.7 **Material Amendments**

12.7.1 Material amendments require Authority approval. Pursuant to NRS 386.527(6) any amendment to this Charter Contract will be effective only if approved in writing by the Authority. The proposed amendment must be submitted in a manner consistent with applicable law and regulation as defined in the Operations Manual. An amendment shall not become effective and the Charter School shall not take action or implement the change requested in the amendment until the amendment is approved, in writing, by the Authority. Changes in operation that are considered material and require the Charter School to obtain an amendment to this Charter Contract include, but are not limited to, the following:

12.7.1.1 Change in the Charter School's location (change of site and/or adding or deleting sites);

12.7.1.2 Changes to the Bylaws and/or Articles of Incorporation;

12.7.1.3 Elimination of grade level/Expansion to serve grade levels/Increase or Decrease in total enrollment;

12.7.1.4 Changes to the name of the Charter School;

12.7.1.5 Proposal to enter into a contract with an Educational Management Organization or termination of a contract with an Educational Management Organization;

12.7.1.6 Changes to the Mission Specific indicators; and

12.7.1.7 Changes to the curriculum that are of such a nature to cause the curriculum within the Charter Application to cease to be in operation.

12.8 **Non-Material Change - Notification Required**

12.8.1 Changes to this Charter Contract listed below do not require amendment as described in NRS 386.527(6); rather, such changes shall be accomplished through written notification. Changes requiring notification include, but are not limited to:

12.8.1.1 Mailing address, phone and fax number of the Charter School;

12.8.1.2 Changes in the lead administrator of the Charter School; and

12.8.1.3 Changes in the composition of the Charter Board.

12.9 **Other Changes – Determination as Material or Non-Material, Requiring Notification or Not.**

12.9.1 The Charter School may, from time to time, contemplate a change to the Charter School that is not identified within this Charter Contract as a Material Amendment or as a Non-Material Change that requires notification. In such an event, the Charter School is obligated to request, in writing, the determination of the Authority as to whether or not such a change requires a Material Amendment (12.7) or Notification (12.8).

12.10 **Severability**

12.10.1 The provisions of this Charter Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Charter Contract shall remain in effect unless otherwise terminated by one or both of the Parties.

12.11 **Third Parties**

12.11.1 This Charter Contract shall not create any rights in any third parties who have not entered into this Charter Contract; no shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Charter Contract.

12.12 **Counterparts; Signatures**

12.12.1 The Charter Contract may be signed in counterparts, which shall together constitute the original Charter Contract. Signatures received by facsimile or email by either of the Parties shall have the same effect as original signatures.

12.13 **Material Breach**

12.13.1 A violation of this Charter Contract which is substantial and significant as determined by the Authority.

## Signature Page

IN WITNESS WHEREOF, the Parties have executed this Charter Contract to be effective [DATE].

\_\_\_\_\_  
President, Charter Board

Please print your name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chair, State Public Charter School Authority

Please print your name: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT #1

## Charter School Performance Framework

DRAFT

# **EXHIBIT #2**

## **Articles and Bylaws**

**DRAFT**

# EXHIBIT #3

## Memorandum of Understanding

DRAFT

# EXHIBIT #4

## Renewal Application

DRAFT



# EXHIBIT #5

## Charter Application

DRAFT

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T:** Recommendation to renew the Nevada Virtual Academy charter

<u>  /  /  </u>	Public Workshop
<u>  /  /  </u>	Public Hearing
<u>  /  /  </u>	Consent Agenda
<u>  /  /  </u>	Regulation Adoption
<u>  /  /  </u>	Approval
<u>  /  /  </u>	Appointments
<u>  /  x/  </u>	Information
<u>  /  x/  </u>	Action

MEETING DATE: June 21, 2013

AGENDA ITEM: 12

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S):** Steve Canavero, PhD, Director SPCSA; Don Curry, President, Nevada Virtual Academy; Representatives of Nevada Virtual Academy

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**RECOMMENDATION:** Renewal of the Nevada Virtual Academy written agreement as a Charter Contract; incorporating all the provisions appearing on page 10 of the staff recommendation into the Charter School Performance Framework as Appendix D.

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES):** 60 mins

**BACKGROUND:**

**SUBMITTED BY:** \_\_\_\_\_

# *Nevada Virtual Academy*

## *Charter School Renewal Report and Recommendation*

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## Purpose of the Report

The Renewal Report is a summary of the evidence collected by the State Public Charter School Authority (SPCSA) through its analysis of documentation and review of the school's Renewal Application, along with an analysis of academic performance throughout the charter term. Additionally, Authority staff was able to meet with members of the Nevada Virtual Academy Governing Board to discuss the renewal application and evidence gathered to inform the renewal decision.

The decision to renew a charter for a subsequent six-year period is based on a comprehensive review of the school's performance guided by three questions:

1. Is the academic program a success?
2. Is the school fiscally sound?
3. Is the school a viable organization?

This report is structured around three sections: Academic, Fiscal, and Organizational. Each section contains an overview of key findings based on a review of evidence and concludes with the Authority's determination on each of the three guiding questions.

Appendix A – Nevada Virtual Academy Academic Performance

Appendix B – Nevada Virtual Academy Financial Performance

## Academic Program

Appendix A presents graphs of the academic performance, continuous enrollment, and Highly Qualified status of teachers for Nevada Virtual Academy as well as the academic profile of performance based on the Authority's Academic Indicators. Percentile rankings were determined using the Nevada School Performance Framework attribution tables released in January of 2013.

### Elementary/Middle School Observations

Review of these data result in the following observations:

- 2011-2012 Nevada School Performance Framework (NSPF)
  - 2 stars for both the Elementary and Middle School—Two star schools fall between the 5<sup>th</sup> and 24<sup>th</sup> percentiles of all Nevada public schools.
  
- Except for their opening year, the K-8 school has not made Adequate Yearly Progress (AYP).
  - 2007-2008 Adequate
  - 2008-2009 Watch
  - 2009-2010 In Need of Improvement, Year 1
  - 2010-2011 In Need of Improvement, Year 2
  - 2011-2012 In Need of Improvement, Year 3
  
- 2008-2009 is the only year in English language arts (ELA) that the K-8 school met the State's Annual Measurable Objective (AMO).
  
- Since 2008-2009, the K-8 school has consistently failed to meet the State's AMO in ELA.
  
- From 2008-2012, the K-8 school has consistently failed to meet the State's AMO in Math.
  
- For 2011-2012, the percentage of 4<sup>th</sup>-5<sup>th</sup> grade students obtaining their Adequate Growth Percentile (AGP) was 51% in reading and 36.8% in math.
  - Using the NSPF attribute tables, this places the school between the 25<sup>th</sup> and 50<sup>th</sup> percentiles in reading and between the 5<sup>th</sup> and 25<sup>th</sup> percentiles in math.
  
- For 2011-2012, the percentage of 7-8<sup>th</sup> grade students obtaining their AGP was 38.6% in reading and 15.4% in math.
  - The NSPF attribute tables place the school between the 25<sup>th</sup> and 50<sup>th</sup> percentiles in reading and between the 5<sup>th</sup> and 25<sup>th</sup> percentiles in math.
  
- For 2011-2012, in grades 4-6, the Median Growth Percentile (MGP) for both reading and math are between the 25<sup>th</sup> and 50<sup>th</sup> percentiles.

- For 2011-2012, in grades 7-8, the MGP for reading is between the 25<sup>th</sup> and 50<sup>th</sup> percentiles and for math the MGP is below the 5<sup>th</sup> percentile.
- For 2011-2012, in grades 4-6, the percentage of students identified as FRL, IEP, and/or ELL obtaining their AGP in reading was 42.7%, slightly above the 25<sup>th</sup> percentile. In math, the percentage was 25.7%, below the 5<sup>th</sup> percentile.
- For 2011-2012, in grades 7-8, the percentage of students identified as FRL, IEP, and/or ELL obtaining their AGP in reading was 32.4%, slightly below the 75<sup>th</sup> percentile. In math, the percentage was 11.6%, slightly above the 5<sup>th</sup> percentile.
- Continuous enrollment is below the state's average continuous enrollment. FY 12 percentage of students continuously enrolled was 57.70% compared to 94.5% at the state level. Nevada Virtual's continuous enrollment is also below a virtual school compilation of continuous enrollment percentage of 78.61% for FY 12.
  - Continuous enrollment for years 2008-2012 averaged 59.07%. This means that only a little over half of the student population enrolled on count day was still enrolled when testing begins in March of each school year.

## High School Observations

- 2011-2012 Nevada School Performance Framework
  - 1 star—Schools among the lowest 5% of schools within the NSPF form the basis for a one-star rating.
- Adequate Yearly Progress
  - 2009-2010 Watch
  - 2010-2011 High Achieving-Growth
  - 2011-2012 Watch
- Growth increases from FY10 to FY11 earned the high school an AYP designation of High Achieving Growth. However, drops in proficiency rates in FY12, moved the high school back to an AYP Watch designation.
- Overall performance at the high school level is between the 25<sup>th</sup> and 50<sup>th</sup> percentile in both reading and math.
- The exception is the MGP in reading which is below the 5<sup>th</sup> percentile.
- Graduation rates for 2011 and 2012 are between the 25<sup>th</sup> and 50<sup>th</sup> percentile.

- Transfer numbers reported by the state indicate 69% of the original 2011 cohort left before graduation and 72% of the original 2012 cohort left before graduation.
- From 2009-2012, proficiency rates in both reading and math are below the State's AMO.
- The percentage of students above the State's AMO is consistently negative in both reading and math.
- Continuous enrollment is below the state's average continuous enrollment. FY12 percentage of students continuously enrolled was 48.90% compared to 94.5% at the state level. NV Virtual's continuous enrollment is also below a virtual school compilation of continuous enrollment percentage of 86.00% for FY 12.
  - Continuous enrollment for years 2009-2012 averaged 54.43%. This means that only a little over half of the student population enrolled on count day was still enrolled when testing begins in March of each school year.

Additional observations:

- With the exception of FY2011, the percentage of core classes without highly qualified teachers from 2007-2012 is higher than the percentage at the state.
  - FY 2008, 66.70% versus 15.60%
  - FY 2009, 26.30% versus 12.20%
  - FY 2010, 12% versus 7.90%
  - FY 2012, 13.6% versus 4.30%
- However from 2007-2011, the percentage of courses without highly qualified teachers has consistently dropped.
- As a Title I School, percentage of teachers not highly qualified is a concern.

### **Is the academic program at Nevada Virtual Academy a success?**

Citing the persistent academic underperformance in both reading and math; low continuous enrolled percentages; and low graduation rates coupled with a high percentage of students transferring out before graduation, the Authority Staff conclude that Nevada Virtual's academic program has not been a success.

## Fiscal

Appendix B presents the financial profile of performance based on the Authority's Financial Indicators.

### Observations

#### Strengths

Nevada Virtual Academy's independent audit report annually shows that their financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate remaining fund information, and the respective changes in financial position in conformity with accounting principles generally accepted in the United States of America. The auditor's consideration of internal control over financial reporting did not identify any deficiencies in internal control considered to be material weaknesses.

#### Concern: Near Term Viability and Fiscal Sustainability.

Based on the Financial Indicators, Nevada Virtual Academy is marginally fiscally sound in the near term as indicated by their maintenance of barely sufficient liquid assets to pay liabilities that will mature in the next year and the maintenance of adequate cash to pay over one month of operating expenses. Their fiscal sustainability outlook is guardedly positive as evidenced by their annual position of debt in an amount almost exactly equal to their assets, their annual surplus margin equal to virtually zero, balanced by their positive annual cash flow.

In each of the past four fiscal years the Nevada Virtual Academy Governing Board has approved expenditures that exceed total revenues resulting in a deficit at the conclusion of each fiscal year. The annual "accommodation credit" issued by Nevada Virtual Academy's Educational Management Organization (i.e., K12, Inc.) to erase the annual deficit, resulting in a 3-year cumulative Change in Net Assets of only 63/100 of 1% on funding of over \$53 million is troubling. Absent that "accommodation credit", which the EMO is not required to issue, Nevada Virtual Academy would quickly become insolvent.

#### Accommodation credits received to date

FY08 - \$360,905

FY09 - \$1,219,634

FY10 - \$730,574

FY11 - \$2,290,042

FY12 - \$3,362,681

Total - \$7,963,836

#### Concern: Fiscal Accountability



The FY13 Annual Performance Audit (APA) performed by the Authority included a follow-up on the implementation of school based systems to resolve prior (APA) findings. The Authority found Nevada Virtual non-compliant on a matter the Authority deemed to be material (i.e., significant).

Statement from FY13 Annual Performance Audit and NVVA response:

*Submit into AOIS a statement signed by the Governing Board Treasurer, Head of School and Finance Manager, describing and confirming the implementation of the procedure to which they committed during the 2011-2012 APA, to review K12 invoices for accuracy and to ensure that duplication charges do not occur. If this cannot be accomplished by April 5, submit into AOIS the date of the next board meeting, at which approval of this action will be accomplished. This item should be submitted into AOIS in the 2012-2013 school year folder under "Annual Performance Audit", as a document titled "APA-FY12 APA Commitment to Review K12 Invoices"*

*School response in document submitted into AOIS titled "APA - Procedures for Testing Accuracy of K12 Billing - Revised2.docx" was "New procedures have been recently developed and these procedures for testing will be implemented beginning with the 2013-2014 School Year. No testing of K12 billings was done during the 2012-2013 School Year."*

*Required action: For the 2012-2013 school year, perform the actions defined in the newly developed policy for November 2012, March 2013 and April 2013. Report findings to the State Public Charter School Authority by June 28, 2013.*

### **Is Nevada Virtual Academy financially sound?**

As evidenced by deficit spending of almost \$8 million between fiscal years 2008 and 2012 the school is not financially sound. It is the Governing Board's statutory responsibility to maintain fiduciary accountability of their organization and spend within budgeted resources. Absent the in-kind contribution of almost \$8 million by the EMO with which it contracts, Nevada Virtual Academy would cease to be a going concern and would be forced to halt operations and liquidate its assets – displacing thousands of Nevada students.

# Organizational Compliance

## Observations

Longitudinal Analysis of the Annual Performance Audit for Nevada Virtual Academy 2007-2012:  
Identification of Significant and/or Repeat Findings

16, 19, 2, 25, 23, 7, 10, 28, below, are subsections of NAC 386.410, Performance audits: Report of compliance.

16. If pupils with disabilities are enrolled in the charter school, a determination whether the provision of special educational services and programs to those pupils complies with the requirements set forth in chapters 388 and 395 of NRS and NAC 388.150 to 388.450, inclusive.

During the 2008-2009 Nevada Virtual Special Education Compliance monitoring, there were findings made in technical and procedural processes. During the 2009-2010 school year, Nevada Virtual was on a Corrective Action Plan (CAP). They made all necessary corrections with their IEP's and their CAP plan was completed by the end of that school year. Nevada Virtual will have their IEP's monitored by NDE in May 2013, as part of DOE's monitoring rotation cycle for the state. Nevada Virtual has had no complaint reports filed with NDE for the years 2009 – 2013. Nevada Virtual turns in all required reports on time and they are complete and compliant

Nevada Virtual has had one due process hearing with NDE in August 2011. The school prevailed on all 7 issues brought forward by the Petitioner (parents).

19. A determination whether the charter school complies with [NRS 386.590](#) regarding the employment of teachers and other educational personnel.

- Noncompliant for both 2007-2008 and 2009-2010.

As a Title I designated school, all teachers will have to be Highly Qualified or on a plan to meet the federal definition of Highly Qualified.

23. If the charter school provides instruction to pupils enrolled in kindergarten, first grade or second grade, a determination whether the charter school complies with [NRS 392.040](#) regarding the ages for enrollment in those grades.

- Noncompliant for 2009-2010 and 2011-2012.

25. A determination whether the charter school provides written notice to the parents and legal guardians of pupils enrolled in grades 9 to 12, inclusive, whether the charter school is accredited by the Commission on Schools of the Northwest Accreditation Commission.

- Noncompliant for 2008-2009 and 2009-2010.

28. A determination whether the written inventory of equipment, supplies and textbooks that is maintained by the charter school pursuant to [NAC 386.342](#) is current and accurate.

- Noncompliant for 2010-2011 and 2011-2012.

2. A determination whether the membership of the governing body of the charter school complies with [NRS 386.549](#) and [NAC 386.345](#), including, without limitation, whether:

- (a) The governing body consists of the number of teachers required by [NRS 386.549](#);
- (b) A majority of the members of the governing body reside in the county in which the charter school is located; and
- (c) Each member of the governing body has filed an affidavit with the Department indicating that he or she:
  - (1) Has not been convicted of a felony or offense involving moral turpitude; and
  - (2) Has read and understands material concerning the roles and responsibilities of members of governing bodies of charter schools and other material designed to assist the governing bodies of charter schools, if such material is provided to him or her by the Department, as required pursuant to [NRS 386.549](#).

- Noncompliant for 2008-2009, 2010-2011, and 2011-2012.

Authority Staff await Nevada Virtual's response to requests for updated submissions related to compliance reporting for the Governing Body (e.g., affidavits and resumes, and corrected Board Roster) and revisions to the school's bylaws.

7. A determination whether the charter school has complied with generally accepted standards of accounting and fiscal management.

- Noncompliant for 2010-2011 and 2011-2012

10. A determination whether the charter school complies with [NRS 386.573](#) regarding orders for payment of money.

- Noncompliant for 2011-2012.

### **Is Nevada Virtual Academy a viable organization?**

Outside of the concerns stated in the Financial section of the review that may be considered under organizational viability and in consideration of the items noted above, the Authority staff conclude that Nevada Virtual is a viable organization.

## Recommendation

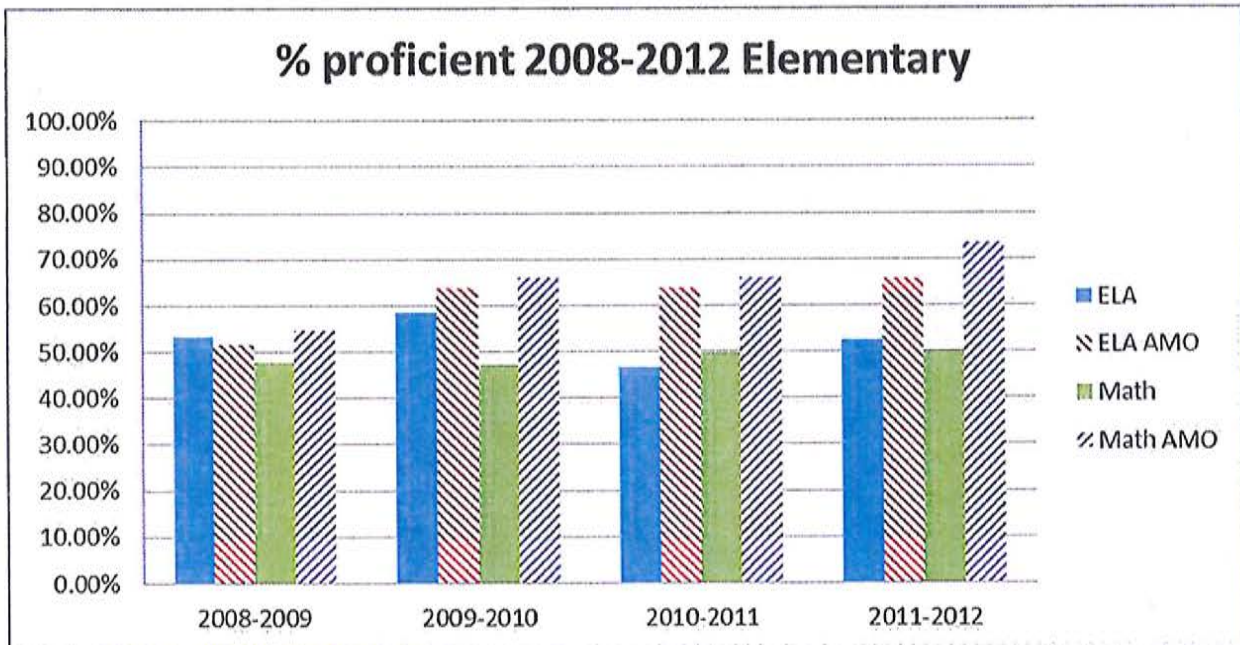
### *Recommendation*

*Authority Staff believe there are two options to consider. First, is non-renewal of the school's written charter. The second option is to renew the written charter. Authority Staff recommend that the Authority Board consider renewal of Nevada Virtual Academy's written charter with the following provisions:*

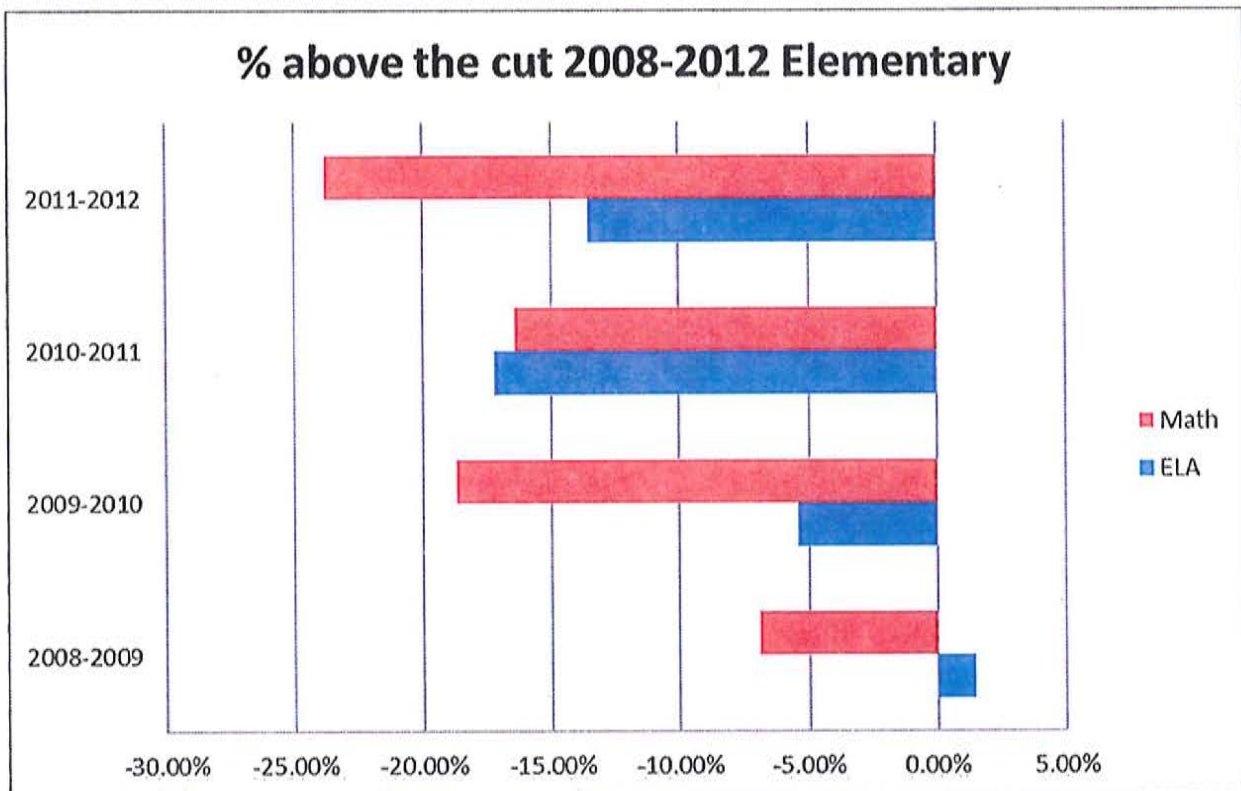
- 1. Make clear that this hearing serves as formal notice to Nevada Virtual Academy that the school's academic and financial performance are below the Authority's expectation;*
- 2. The Charter Contract resulting from renewal of the charter shall include the following provisions specific to Nevada Virtual Academy;*
  - a. The Governing Body must operate at all times within available revenues with no future credit accommodations from its chosen EMO; and*
  - b. In consideration of the academic performance, a cap shall be placed upon Nevada Virtual's student enrollment that is equal to the lesser of the audited actuals from Count Day 2013 or the pupil count at Count Day 2014. The cap shall be a material term and condition within the Charter Contract.*
- 3. Direct Authority Staff to conduct a high stakes review of Nevada Virtual's performance, against the Authority's expectations, and report findings and recommendations to the Authority Board that may include contract termination due to persistent underperformance or material breach of the terms and conditions of the charter contract, or a return to good standing. The review and recommendation(s) shall be presented to the Authority Board in fall, 2015 at which point Nevada Virtual must demonstrate substantial progress towards meeting the Authority's academic performance expectations.*
  - a. Substantial progress will be based on the school's aggregate academic performance based on the Authority's academic indicators that will result in closing the gap between baseline (SY12/13) performance and "Adequate", as described in the performance framework within three years.*
- 4. It is important to note that the presence of the high stakes review does not interfere with the Authority's ability to take action prior to fall, 2015.*

# Appendix A

## Elementary Academic Performance

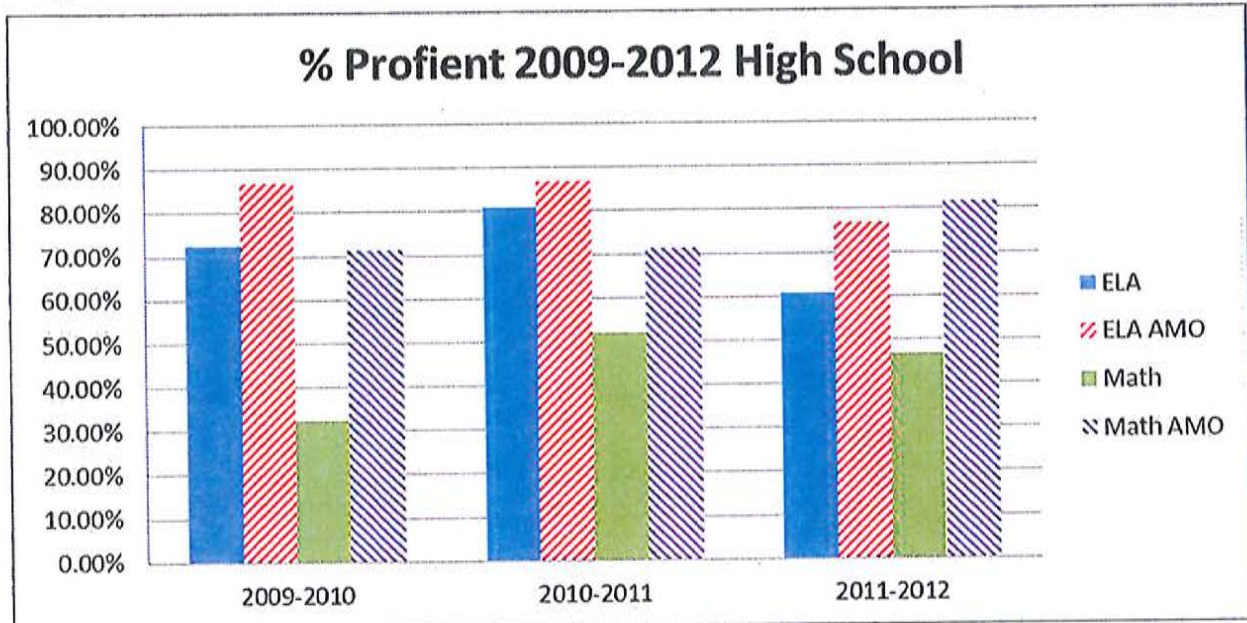


Source: [www.nevadareportcard.com](http://www.nevadareportcard.com)

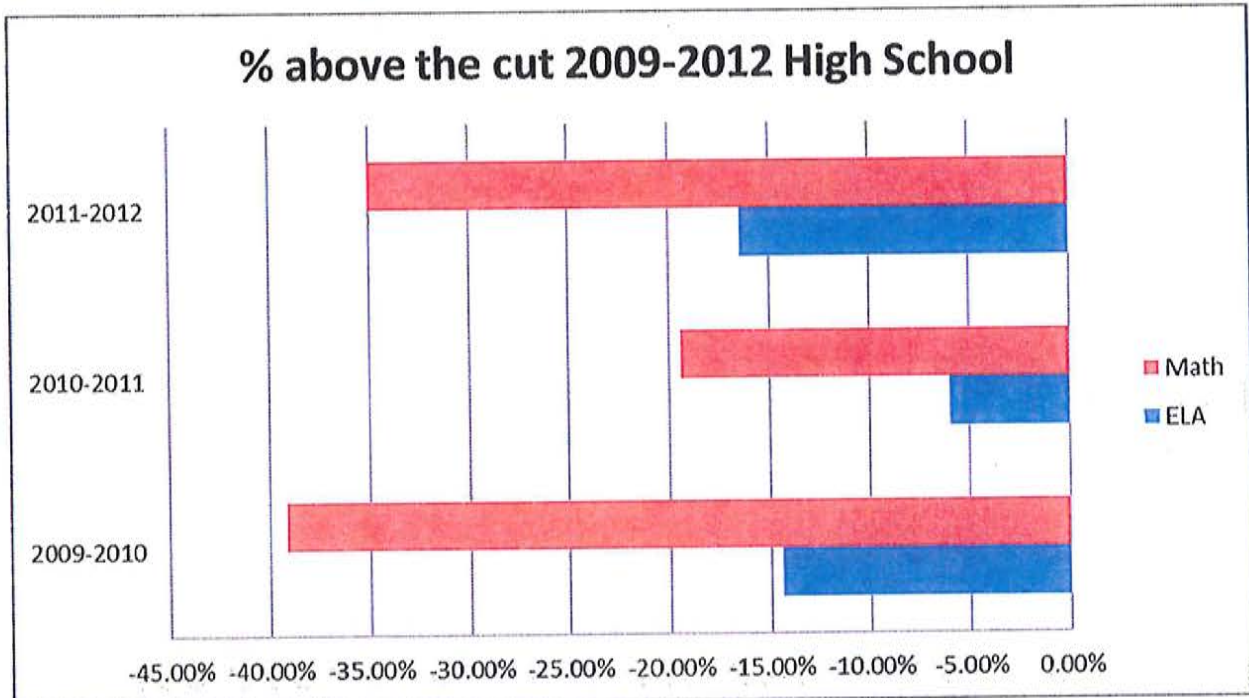


Source: [www.nevadareportcard.com](http://www.nevadareportcard.com)

## High School Performance

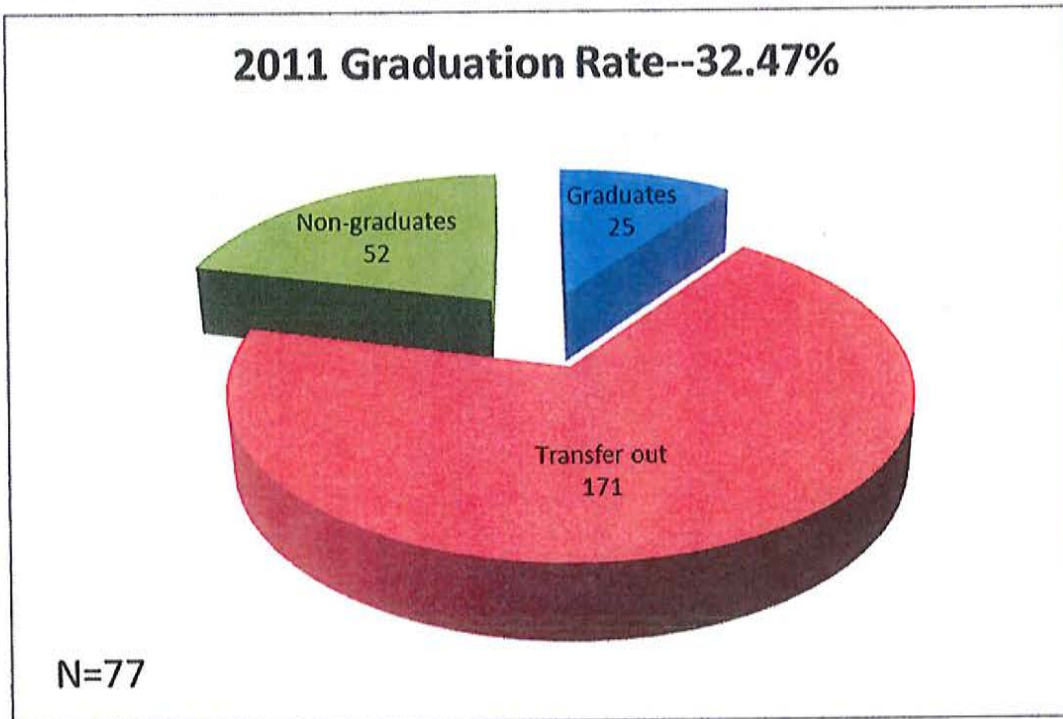


Source: [www.nevadareportcard.com](http://www.nevadareportcard.com)

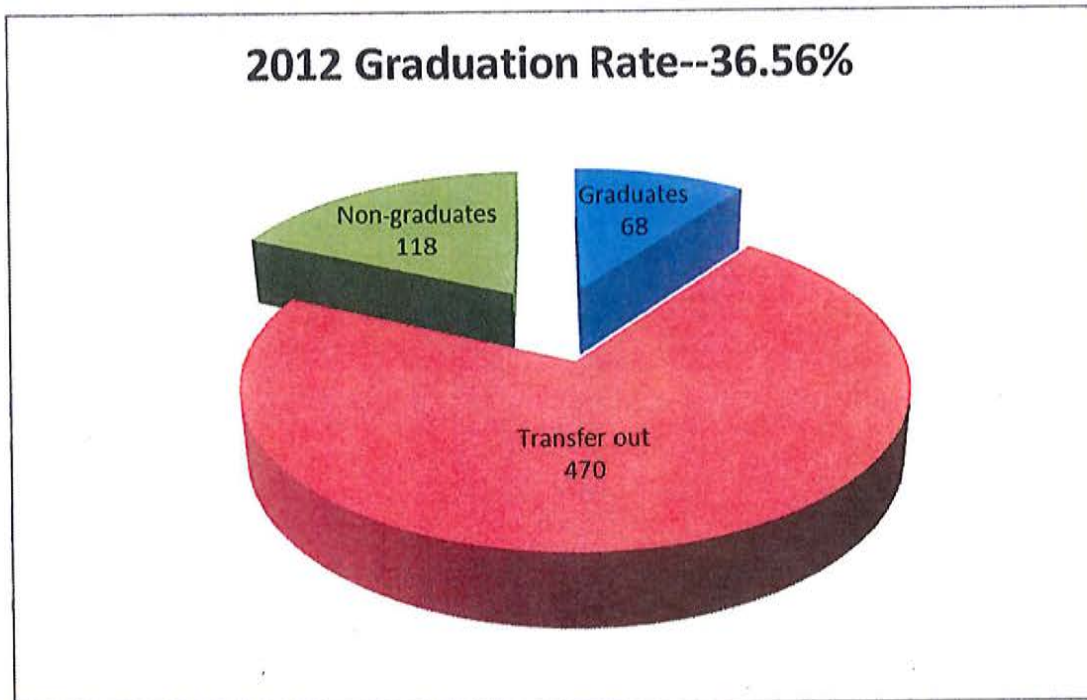


Source: [www.nevadareportcard.com](http://www.nevadareportcard.com)

### High School 4-Year Adjusted Cohort Graduation Rate



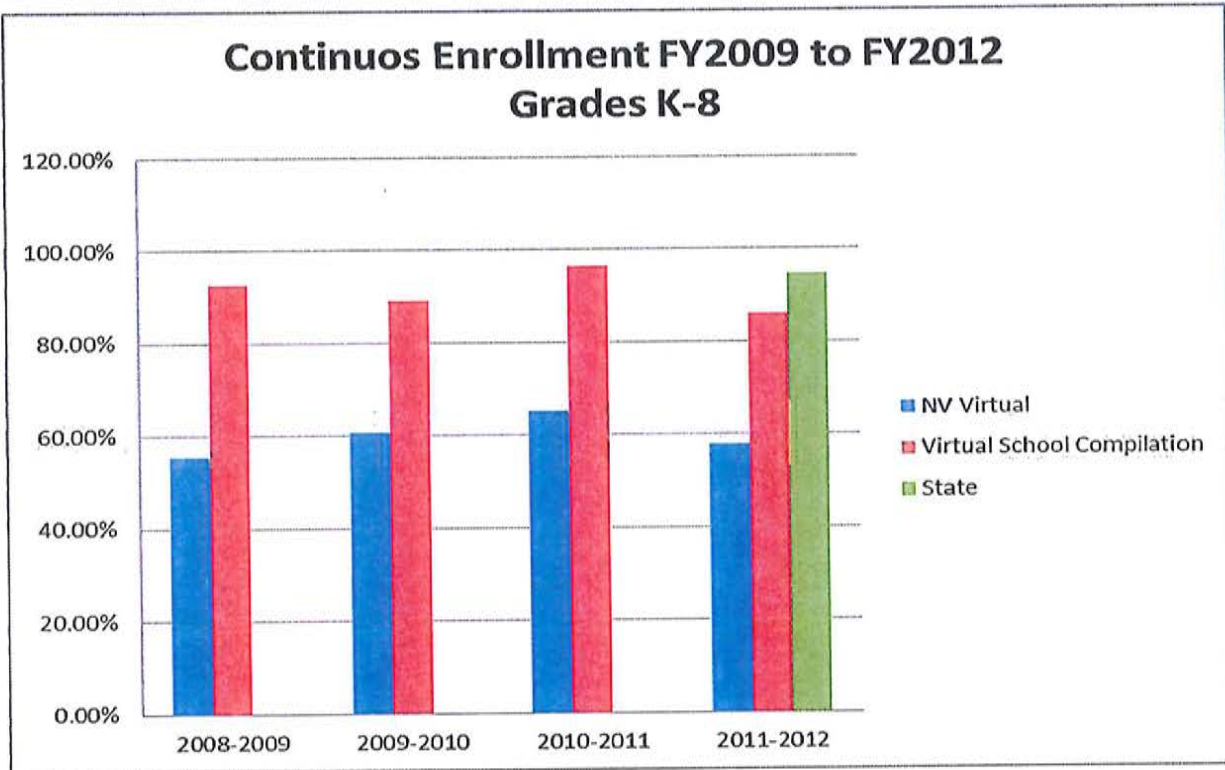
Source: [www.nevadareportcard.com](http://www.nevadareportcard.com)



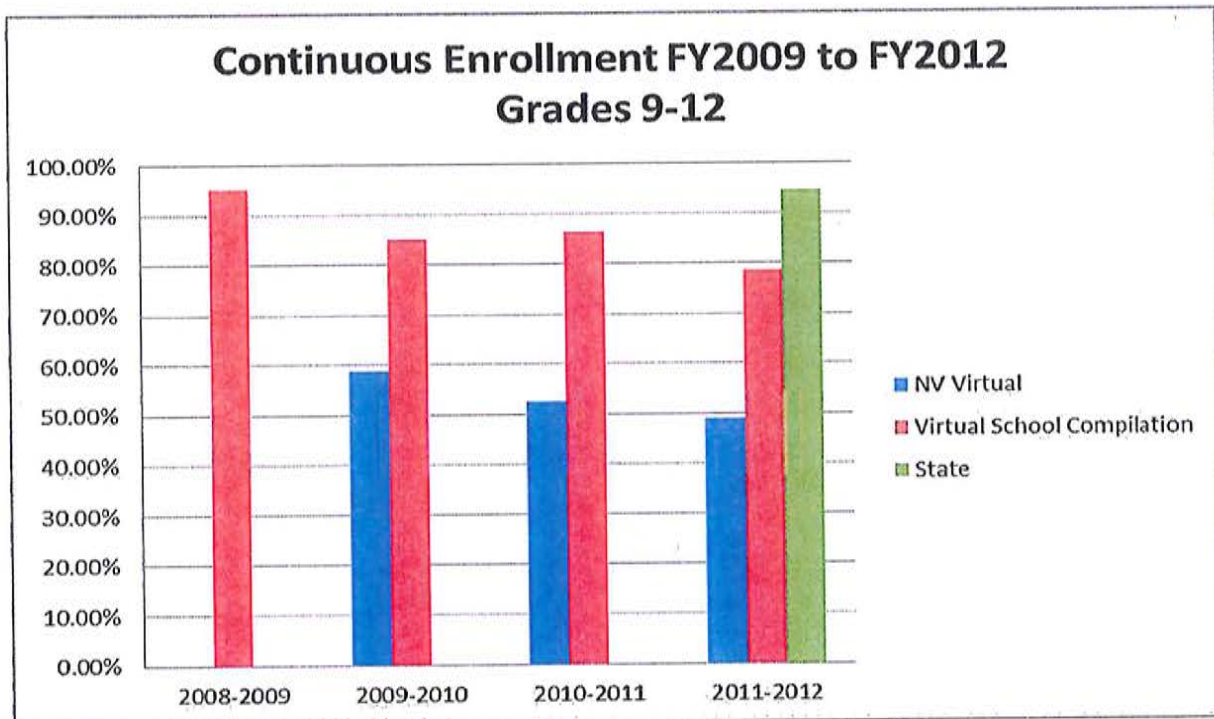
Source: [www.nevadareportcard.com](http://www.nevadareportcard.com)



## Nevada Virtual Continuous Enrollment



Source: [app.nv.gov/AYP\\_Results\\_County](http://app.nv.gov/AYP_Results_County)



Source: [app.nv.gov/AYP\\_Results\\_County](http://app.nv.gov/AYP_Results_County)

Nevada Virtual Academy  
K-12 school with a student population of 3582

	GROWTH			COMPARISON		STATUS			GAP			CAREER & COLLEGE READY						
	AGP Reading (EL, MS)	AGP Math (EL, MS)	MGP Reading (EL, MS, HS)	MGP Math (EL, MS, HS)	EXPLORE to PLAN Growth (HS)	EXPLORE to PLAN GROWTH (HS)	EXPLORE to PLAN GROWTH (Reading (HS))	EXPLORE to PLAN GROWTH (Math (HS))	EXPLORE Proficiency (MS, HS)	PLAN Proficiency (MS, HS)	GAP Reading AGP (EL, MS)	GAP Math AGP (EL, MS)	GAP Reading Proficiency (HS)	GAP Math Proficiency (HS)	Graduation Rate (HS)	Post Secondary Fall (HS)	Post Secondary 18 months (HS)	Employment (HS)
404.1	AP	U	U	U	AP	AP	AP	U	Not Available	AP	C	X	X	X	X	X	X	Not Available
404.2	AP	U	U	C	AP	AP	AP	U	Not Available	AD	U	X	X	X	X	X	X	Not Available
404.3	X	X	C	U	AP	U	U	U	Not Available	X	X	X	X	X	X	X	X	Not Available

Whole School

Meets Standard	EX	Exceptional	>95
Doesn't Meet Standard	EC	Exceeds	>75 and <95
	AD	Adequate	>50 and <75
	AP	Approaches	>25 and <50
	U	Unsatisfactory	>5 and <25
	C	Critical	<5

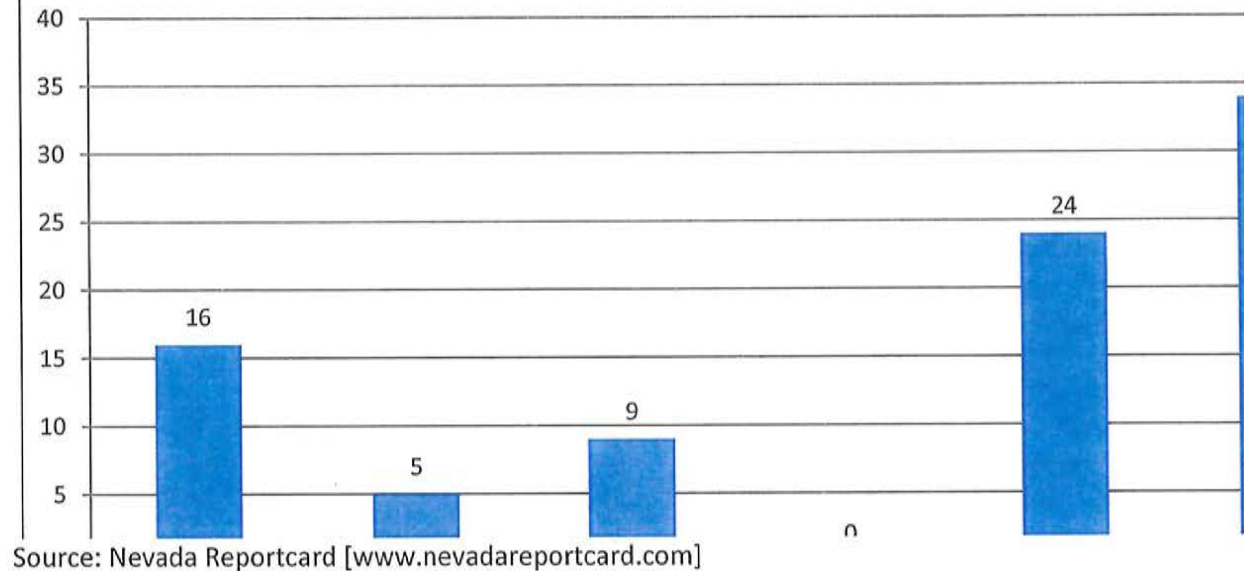
Overall School Rating 3089

868	0.281	6.64
848	0.275	7.464
1373	0.444	6.058
		20.16
		U

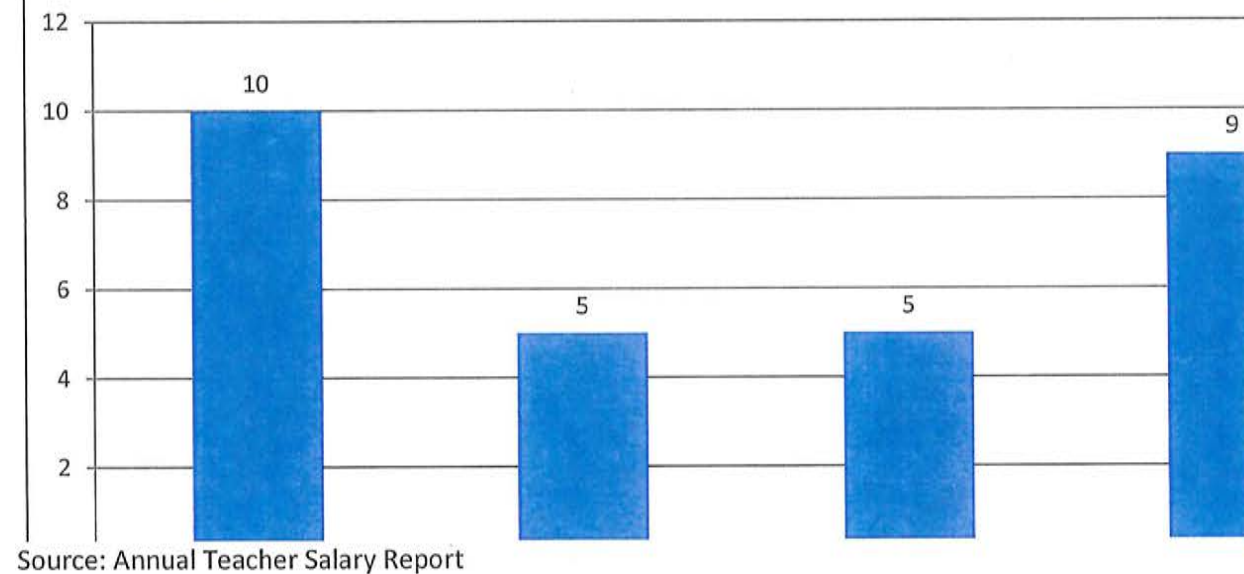
Testing Population	
Grade Level	Percentage of students continuously enrolled
404.1 & 404.2	57.68%
State of NV	94.55%
404.3	48.93%
State of NV	94.50%

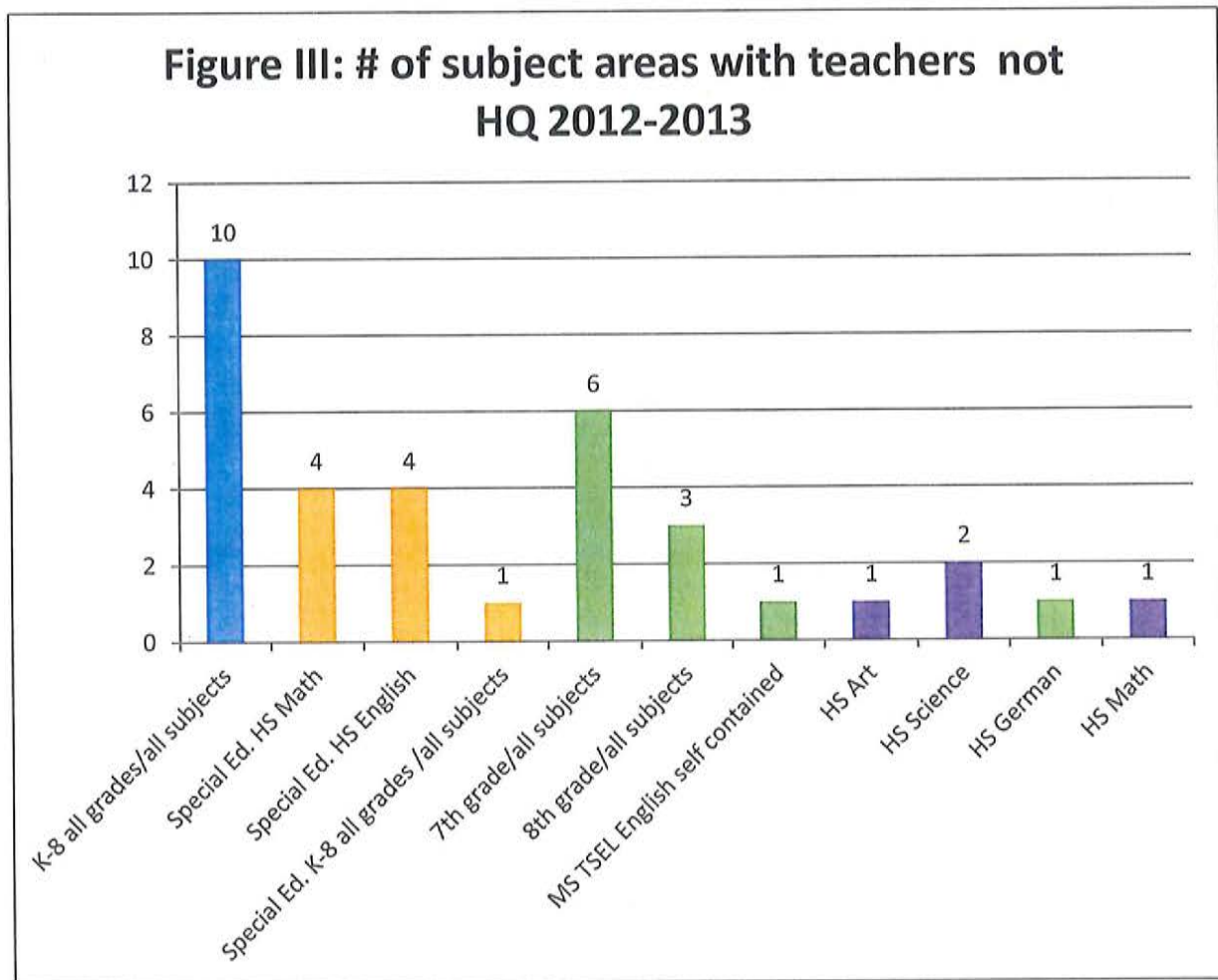
NSPF Rating	
404.1	2-star
404.2	2-star
404.3	1-star

**Figure I: # of core subject areas with teachers not HQ 2007-2013**



**Figure II: # of teachers by grade level not HQ 2012-2013**





Source: Annual Teacher Salary Report

# Appendix B

**NEVADA VIRTUAL**  
**FINANCIAL PERFORMANCE FRAMEWORK**  
**FYE 06/30/12**

**1. NEAR TERM INDICATORS**

**1A - Current Ratio (Working Capital Ratio): Current Assets divided by Current Liabilities**

*Meets Standard:*

Current Ratio is greater than 1.1

or

Current Ratio is between 1.0 and 1.1 *and* one-year trend is positive (current year ratio is higher than last year's)

**1B - Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses/365)**

*Meets Standard:*

60 Days or more Cash

or

Between 30 and 59 Days Cash *and* one-year trend is positive

**2. SUSTAINABILITY INDICATORS**

**2A - Total Margin: Net Income divided by Total Revenue &  
Aggregated Total Margin: Total 3 Year Net Income divided by Total 3 Year Revenue**

*Meets Standard:*

Aggregated Three-Year Total Margin is positive *and* the most recent year Total Margin is positive

or

Aggregated Three-Year Total Margin is greater than -1.5%, the trend is positive for the last two years, *and* the most recent year Total Margin is positive

**2B - Debt to Asset Ratio: Total Liabilities divided by Total Assets**

*Does Not Meet Standard:*

Debt to Asset Ratio is between 0.91 and 1.0

**2C - Cash Flow**

*Meets Standard*

Three-year cumulative cash flow is positive, cash flow is positive in at least two of three years, *and* cash flow in the most recent year is positive

Nevada Virtual Academy

Nevada Virtual	Audited F/S 6/30/2012	FY11-FY12 Change	Audited F/S 6/30/2011	FY10-FY11 Change	Audited F/S 6/30/2010	3-Year Cumulative
Cash	2,375,563	99%	1,194,075	988%	109,736	
Current Assets	3,483,125	8%	3,225,722	125%	1,434,638	
Non Current Assets	37,357	-35%	57,905	-24%	75,916	
Total Assets	3,520,482	7%	3,283,627	117%	1,510,554	
Current Liabilities	3,457,464	7%	3,220,609	122%	1,447,536	
Non-Current Liabilities	0	0%	0	0%	0	
Total Liabilities	3,457,464	7%	3,220,609	122%	1,447,536	
Net Assets	63,018	0%	63,018	0%	63,018	
Funding	23,815,866	37%	17,436,856	45%	12,009,718	53,262,441
Expenditures	23,795,319	36%	17,436,856	45%	11,996,722	53,228,898
Change in Net Assets	20,547		0		12,996	33,543
Current Ratio	1.01	1%	1.00	1%	0.99	
Unrestricted Days Cash	36.44	46%	25.00	649%	3.34	
Debt to Asset Ratio	0.98	0%	0.98	2%	0.96	
Surplus Margin	0.1%		0.0%	-100%	0.1%	0.1%
Cash Flow	1,181,488	-9%	1,084,339	897%	(136,008)	2,129,828

FY10, 11 &

12

\$6,383,297 0.119846

\$53,262,441

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T: Director pursuit of other business**

<u>  /  /  </u>	Public Workshop
<u>  /  /  </u>	Public Hearing
<u>  /  /  </u>	Consent Agenda
<u>  /  /  </u>	Regulation Adoption
<u>  /  /  </u>	Approval
<u>  /  /  </u>	Appointments
<u>  /  x/  </u>	Information
<u>  /  /  </u>	Action

MEETING DATE: June 21, 2013

AGENDA ITEM: 13

NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S): Steve Canavero, PhD, Director SPCSA**

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**RECOMMENDATION: Direct Authority Staff to create a draft policy for possible action at a meeting of the Authority.**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 15 mins**

**BACKGROUND:** FROM APRIL 16, 2013 MEETING NRS 386.5115 prohibits the Director from pursuing other business or occupation or hold any office of profit without the approval of the State Public Charter School Authority. For purposes of this agenda item, *other business* (a term used to encompass all of NRS 386.5115), is defined by activities that fall outside of those duties that can be reasonably linked to the Director Duties defined in NRS 386.512.

From time to time the Director is asked to engage in *other business* such as:

- Speaking engagements (e.g., request to present at WestEd Board Mtg)
- National activities related to charter school sponsorship (e.g., NACSA Leadership)

I seek the Board's approval to engage in *other business* because the Director's participation builds productive relationships with leaders in the charter school field, raises the standing of Nevada within the charter school sector, develops core capacities in the Director's leadership, and keeps Nevada abreast of emerging talent as well as best practices of charter school sponsorship.

Such activities that are deemed to be *other business* shall only be pursued during non-compensated time by the State (i.e., furlough or annual leave). The Director shall report to the Authority Board on a quarterly basis any engagement in *other business* during the preceding quarter.



**Relevant Statute**

**NRS 386.509 Creation; purpose.** The State Public Charter School Authority is hereby created. The purpose of the State Public Charter School Authority is to:

1. Authorize charter schools of high-quality throughout this State with the goal of expanding the opportunities for pupils in this State, including, without limitation, pupils who are at risk.
2. Provide oversight to the charter schools that it sponsors to ensure that those charter schools maintain high educational and operational standards, preserve autonomy and safeguard the interests of pupils and the community.
3. Serve as a model of the best practices in sponsoring charter schools and foster a climate in this State in which all charter schools, regardless of sponsor, can flourish.

(Added to NRS by [2011, 2353](#))

**NRS 386.5115 Director: Pursuing other employment or holding other office for profit prohibited without approval of State Public Charter School Authority.** The Director shall not pursue any other business or occupation or hold any other office of profit without the approval of the State Public Charter School Authority.

(Added to NRS by [2011, 2355](#))

**NRS 386.512 Director: Duties.** The Director shall:

1. Execute, direct and supervise all administrative, technical and procedural activities of the State Public Charter School Authority in accordance with the policies prescribed by the State Public Charter School Authority;
2. Organize the State Public Charter School Authority in a manner which will ensure the efficient operation and service of the State Public Charter School Authority;
3. Serve as the Executive Secretary of the State Public Charter School Authority;
4. Ensure that the autonomy provided to charter schools in this State pursuant to state law and regulations is preserved; and
5. Perform such other duties as are prescribed by law or the State Public Charter School Authority.

(Added to NRS by [2011, 2355](#))

**SUBMITTED BY:** \_\_\_\_\_

STATE PUBLIC CHARTER SCHOOL AUTHORITY

SUPPORTING DOCUMENT

**S U B J E C T: Acknowledgement of Service**

<u>  /  /  </u>	Public Workshop
<u>  /  /  </u>	Public Hearing
<u>  /  /  </u>	Consent Agenda
<u>  /  /  </u>	Regulation Adoption
<u>  /  /  </u>	Approval
<u>  /  /  </u>	Appointments
<u>  /  x/  </u>	Information
<u>  /  /  </u>	Action

MEETING DATE: June 21, 2013  
AGENDA ITEM: 14  
NUMBER OF ENCLOSURE(S): 1

**PRESENTER(S): Steve Canavero, PhD, Director, SPCSA**

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**RECOMMENDATION:**

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**FISCAL IMPACT:**

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**BUDGET ACCOUNT (FOR PRINTING CHARGES ONLY):**

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**LENGTH OF TIME EXPECTED FOR PRESENTATION (IN MINUTES): 20 mins**

**BACKGROUND:**

- A. Elissa Wahl, SPCSA Vice Chair
  - i. Reappointed for a term of July 1, 2013 – June 30, 2016
- B. Nora Luna, SPCSA Member
  - i. Reappointed for a term of July 1, 2013 – June 30, 2016
- C. Marc Abelman, SPCSA Member

**SUBMITTED BY:** \_\_\_\_\_

# STATE PUBLIC CHARTER SCHOOL AUTHORITY BOARD MEMBERS

First Name	Last Name	Email	Appointed By (NRS 386.5095)	Expiration of Term	Officer
Michael	Van	<a href="mailto:Michael@ShumwayVan.com">Michael@ShumwayVan.com</a>	Charter School Association of Nevada	June 30, 2015	
Robert	McCord	<a href="mailto:robert.mccord@unlv.edu">robert.mccord@unlv.edu</a>	Senator Horsford	June 30, 2015	
Nora	Luna	<a href="mailto:noraluna5@hotmail.com">noraluna5@hotmail.com</a>	Senator Denis	June 30, 2016	
Melissa	Mackedon	<a href="mailto:mmackedon@oasisacademyfallon.us">mmackedon@oasisacademyfallon.us</a>	Assemblyman Ocegüera	June 30, 2015	
Marc	Abelman	<a href="mailto:Marc@insidestylehome.com">Marc@insidestylehome.com</a>	Assemblyman Ocegüera	June 30, 2013	
Kathleen	Conaboy	<a href="mailto:kconabov@mcdonaldcarano.com">kconabov@mcdonaldcarano.com</a>	Governor Sandoval	June 30, 2015	Chair
Elissa	Wahl	<a href="mailto:briansmom99@yahoo.com">briansmom99@yahoo.com</a>	Governor Sandoval	June 30, 2016	Vice Chair