

STATE PUBLIC CHARTER SCHOOL AUTHORITY



2016 CHARTER SCHOOL FACILITIES AMENDMENT REQUEST

Schools Requesting to Relocate or Consolidate Campuses via an Amendment Which Does Not Result in an Increase in Contractual Enrollment Cap or a Reduction in Current Enrollment of Grade Levels

Amendment Requests Due 30 Days Prior to Scheduled Date of Board Meeting When School Desires the Request Be Considered

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Section I: Introduction

Dear Charter School Governing Body,

On behalf of the State Public Charter School Authority and our 25,000 incredible students, I thank you for considering the submission of an amendment request to relocate or to consolidate facilities under an amended and restated charter contract.

The development and release of this Amendment Request format reflects the sweeping education reforms adopted during the 2015 Legislative Session and our recognition of the opportunities and challenges that many of our existing operators have faced as they have grown their schools. The process of pursuing a new location and of closing down an existing facility and moving to another location can be quite complex, placing many demands on school leadership and members of the leadership team. Some schools have struggled with unanticipated expenses or other serious setbacks due to a lack of planning and appropriate due diligence by members of the governing body.

We have designed this process to allow governing bodies and leadership teams to assist in this process through an evaluation of their own capacity and determine where they will need to invest additional resources to ensure success. As with all submissions to the State Public Charter School Authority, this amendment request is intended to be a document which is the result of deep, thoughtful engagement by the governing body and staff employed by the school. While the Authority acknowledges and appreciates the contribution of vendors and contractors, including education management organizations, to the growth and vitality of the state's charter school movement, it is important to emphasize that the sole legal accountability for the promises and commitments made by the school to students, parents, families, the surrounding community, and to the people of Nevada and their authorized representative, the State Public Charter School Authority, lies with the governing body of the school and its direct, authorized employees.

The SPCSA is committed to quality in every aspect of our operation, and we firmly believe that quality authorizing leads to quality schools. Our statutory responsibility compels us to provide our students and families with the very best options the charter community can provide. We are confident that we have created a demanding, thorough, and transparent amendment request and review process.

As you complete your amendment request, please feel free to contact our team with any questions. Again, thank you for your interest in recommitting to this vital work and investing more of your time and talents in our effort to build and deliver a high quality public school option to every student in Nevada.

Sincerely,
Patrick J. Gavin
Executive Director

Section II: Instructions

OPERATOR APPLICANT INSTRUCTIONS

Specifications

- It is the responsibility of the applicant to ensure that the content is complete, detailed, and easily understood and followed by reviewers; external experts; and parents, families, and the general public.
- This request may be completed with responses following each question (e.g., the questions following the italicized headings.). Please leave the text of the question in the document to facilitate review and public transparency.
- All narrative elements of the application must be typed with 1-inch page margins and 11-point Cambria font, single-spaced.
- All headings must be in 11, 12, or 14 point Cambria font.
- Tables may be in either 11 or 10 point Cambria font.
- Each major section (Meeting the Need, Operations Plan, Financial Plan, etc.) must begin on a separate page, as indicated in the amendment request document.
- All pages must be consecutively numbered in the footer, including all attachments.
- The table of contents must identify the page number of each major section of the narrative and each required attachment.
- Schools are encouraged to utilize Microsoft Word's cross-referencing features to allow for automatic updates to page numbers within the document for any element discussed in more than one section. Simply referring reviewers to content in another section or expecting reviewers to seek out and infer an answer from information which may or may not be found in an attachment is unacceptable and will be deemed unresponsive. Petitioners are expected to exercise appropriate judgement in balancing responsiveness with excessively duplicative content. It is highly advisable to answer the question posed and refer the reviewer to additional contextual information that will inform review with transitional and referential phrases such as "As discussed in greater detail in the Section __ beginning on page __, the school will..." and "Reviewers seeking more information on __ may wish to refer to the section labeled __ beginning on page __. More specifically, the school will..."
- References and citations should be placed in the footer.
- The name of each major section and attachment, e.g. "Attachment 1," etc. must be placed in the footer to facilitate easy review and navigation of the materials. Bookmarking of individual sections and attachments in Acrobat is strongly encouraged to enhance readability and facilitate a thorough review.
- Schools are encouraged to use Microsoft Word's styles features (<http://shaunakelly.com/word/styles/stylesms.html>) to manage formatting, provide for bookmarking and cross-referencing, and facilitate the generation of the table of contents and other features through the heading styles functionality.
- If a particular question does not apply to your team or application, simply respond with an explanatory sentence identifying the reason this question is not applicable to your school AND including the term "not applicable" within the sentence.
- All questions, including those identified as "Not Applicable" and tables not utilized must be left in the document. Tables which are accompanied with directions permitting the school to modify the number of rows and to customize the designated content may be changed as indicated.

- Applicants **MUST** submit amendment requests electronically in Epicenter, the statewide document management center for school submissions to the State Public Charter School Authority. All documents, other than budget documents and data submissions better suited to Excel, must be submitted as PDF documents. All PDF documents, other than those individual pages containing signatures or facilities documentation, must be submitted as converted (not scanned) documents and must be clearly named to facilitate review and public transparency.
- The following is a list of attachments to accompany the application:

Attachments Necessary to Assess Facility Compliance

1. A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.
2. Agenda for Board Meeting Where Board Voted to Request an Amendment to Occupy a New or Additional Facility or to Consolidate Facilities Which Neither Increases Enrollment Beyond the Contractual Cap Nor Reduces Current Enrollment or Grade Levels
3. Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Occupy a New or Additional Facility or to Consolidate Facilities Which Neither Increases Enrollment Beyond the Contractual Cap Nor Reduces Current Enrollment or Grade Levels
4. If a facility has been identified, the physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility **OR**, if a facility has not been identified, a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
5. If a facility has been identified, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement **OR** a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
6. If a facility has been identified, a copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet **OR**, if a facility has not been identified, a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
7. If a facility has been identified, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school **OR** a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265
8. Full Certificate of Occupancy Indicating the Facility Has Sufficient Capacity to Accommodate the Current Enrollment or the Contractually Approved Enrollment **OR** a detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy for space sufficient to accommodate the current or contractually approved enrollment prior to the first day of school AND documentation of the inspection and approval processes and timelines for the

state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265

9. Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation **OR** a detailed construction project plan and timeline, including a Gantt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265.
10. Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265

Applicants are reminded that all requests for amendments are public records and are posted on the SPCSA web site. Once a request is approved, it is expected that the complete charter application and the approved amendments will be posted on the school's web site or will otherwise be made available via electronic means upon request from any member of the public. To ensure the broadest range of accessibility for public documents, the SPCSA strongly encourages applicants to consult the Accessibility Guidance offered by our peer authorizer, the Massachusetts Department of Elementary and Secondary Education:

<http://www.doe.mass.edu/nmg/MakingAccessibleDocuments.pdf>

and <http://www.doe.mass.edu/nmg/accessibility.html>.

The usage of the Microsoft Word styles feature discussed earlier will also help to facilitate accessibility.

Submission Instructions

1. Schools must submit their complete amendment request into the Charter Amendment section of Epicenter 30 days prior to the Board Meeting at Which the School Wishes the Amendment Request to be Considered
2. In order to complete and submit your request, you will need to meet the following minimum technology requirements:
 - a. A local copy of Microsoft Office Word 2007 and Microsoft Office Excel 2007
 - b. A local copy of Adobe Acrobat Standard or Professional or a third party PDF-creation solution that allows for converting, combining, and consecutively paginating files into portable document format
 - c. A local copy of Microsoft Office Project and Microsoft Office Visio or other software or a school-selected suitable web-based equivalent (e.g. Lucidchart for flowcharts) with the capacity to produce detailed Gantt charts, flowcharts, and explanatory graphics for inclusion in the Microsoft Word narrative or the requested attachments
 - d. Microsoft Internet Explorer Version 9 or above OR Google Chrome Version 40 or above
 - e. A reliable Internet connection
 - f. A laptop or desktop computer with at least 50 Mb of free space to store downloaded amendment request documents and local copies of your submission

3. Schools may upload amendment requests up to 5:00 pm PT on the due date. Once the request is submitted, schools will be unable to access, edit, or revise the documents.

Guidance and Resources for Applicants

Schools are encouraged to familiarize themselves with **current** Nevada law and regulations relating to charter schools. As Nevada's statutes and regulations are continuing to evolve, it is advisable to monitor and evaluate all changes to ensure that any proposed changes to the charter meet current expectations. The Authority does not have the capacity or the statutory authority to provide individual guidance or legal advice. Charter schools are encouraged to consult the Charter School Association of Nevada and an attorney who is well versed in charter school law for guidance in interpreting those elements of statute and regulation for which the Authority has not incorporated its policy expectations in this document.

Nevada Revised Statutes: NRS 386.490 et seq. contains the vast majority of law pertaining to charter schools: <https://www.leg.state.nv.us/NRS/NRS-386.html#NRS386Sec490>.

During the 2015 legislative session, the state adopted a number of reforms related to charter schools. Key bills which passed include:

- SB509: Balances additional operating flexibility for charter schools with broad changes in charter school authorizing and accountability:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB509_EN.pdf
- SB460: Provides for an accountability framework to evaluate the performance of a small subset of charter schools which have a mission to exclusively serve opportunity youth, students with disabilities, and other particularly vulnerable populations:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB460_EN.pdf
- SB208: Codifies existing minimum expectations regarding the notification of families when a new charter school is scheduled to open in a community and changes the expectations around recruiting and enrolling students:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB208_EN.pdf
- SB390: Permits but does not require charter schools to give admissions preference to students who attend overcrowded schools or underperforming schools within a 2 mile radius of a campus:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB390_EN.pdf
- SB200: Permits but does not require charter schools on military bases to give admissions preference to students of personnel residing on or employed by the military base:
https://www.leg.state.nv.us/Session/78th2015/Bills/SB/SB200_EN.pdf

Nevada Administrative Code: As a state with a biennial legislature, Nevada relies heavily on its regulatory framework to provide guidance on the interpretation and execution of its laws. The provisions of NAC 386.010 through 386.47 govern the administration of the state's charter school program:

<https://www.leg.state.nv.us/NAC/NAC-386.html>.

The state adopted a number of changes to the NAC regarding charter schools during the 2014 interim. Most of these modifications reflect the creation of the SPCSA in 2011 and the creation of a charter school accountability system in 2013. Some of these changes have not yet been codified into the existing NAC:

- R036-14A: <http://www.leg.state.nv.us/Register/2014Register/R036-14A.pdf>
- R069-14A: <http://www.leg.state.nv.us/Register/2014Register/R069-14A.pdf>
- R075-14A: <http://www.leg.state.nv.us/Register/2014Register/R075-14A.pdf>
- R076-14A: <http://www.leg.state.nv.us/Register/2014Register/R076-14A.pdf>

Due to the legislative changes during the 2015 session, schools should anticipate that many of these regulations will be revised to reflect the most current law during the fall of 2015 and all of 2016 as Nevada continues to adopt best authorizing and oversight practices and policies from other leading charter school states. This amendment request document is one of the first efforts to incorporate those changes.

Pursuant to SB509, the Authority may require that schools enter into amended and restated charter contracts as a condition of granting an amendment; this mechanism allows us to require schools to develop additional technical amendments and contractual changes as statutory and regulatory requirements evolve.

Additional Guidance and Resources for Schools

The Nevada charter school movement and the SPCSA have undergone dramatic changes in the past four years as a result of legislative changes in the 2013 legislative session and the sweeping education reforms adopted during the 2015 legislative session. As noted above, the policy and operating landscape for charter schools has undergone significant shifts, including some changes which have yet to be codified into regulation and standard practice.

In light of these changes and the Authority board's deep commitment to accountability and continuous improvement, the expectations and standards for charter application approval and for ongoing operation and expansion have continued to evolve and our process has become increasingly more rigorous. Consequently, schools are strongly cautioned against excessive borrowing of language from "boilerplate" Nevada charter application material and sample resources that are widely available on the internet, including legacy materials on a variety of state web sites, including documents maintained for a subset of existing schools on the SPCSA website.

Schools are encouraged to avoid quoting entire statutes or regulations, or including documents that could just as well be referred to rather than provided in their entirety in the application. Do not simply print materials off the Nevada Department of Education's website or the State Public Charter School Authority's website for inclusion in the amendment request; the Review Team can access those websites if necessary. Including documents and statutes and regulations in their entirety will result in an unmanageably large submission. Rather than quoting or including the entire text of statute, regulation and/or documents in the application, include only relevant excerpts or summarize the statute, regulation or document. Do not hesitate to provide citations of relevant statutes or regulations along with a thoughtful, original discussion of **how** the school intends to implement the requirements of the law, regulation, or process in a way which is **fully aligned** with the mission, vision, and program outlined in the application. In designing their policies, processes, and procedures, schools are encouraged to consider the who, what, where, when, and why for each element in the school's operating system.

Overview of the Spring 2016 Expansion Amendment Cycle

It is important to note that in contrast to other statewide independent charter school board authorizers with similarly sized portfolios, the SPCSA currently has very limited staff approved to manage school communications, the charter application process, the amendment request process, the pre-opening process for new charter schools and new campuses, performance management of existing charter contracts, or the process for renewing and closing charter schools based on performance issues. All State Public Charter School Authority employees other than the Director are primarily funded as either state agency fiscal support staff or as staff to the agency's district-like local education agency funding. Consequently, schools are cautioned that timelines for review and feedback may be subject to change or modification.

Section III: Request for Amendment

CAMPUSES OPENING FALL 2016 AND BEYOND

Please submit an amendment request that addresses the following questions / issues.

There are no page limits for individual.

Please keep in mind that your amendment request is a professional document. The quality of the document that you submit should reflect the quality of the school that you propose to expand. Review teams will be able to navigate well-organized, effectively edited documents easily, thereby focusing their energy on reviewing the content of each application. Grammar, spelling, and formatting all make an impression on a reviewer. Responsive answers are critical: ensure that you have fully answered the question and have thoroughly researched the relevant section of law, regulation, and policy. Organization and clarity are essential: use of appropriate cross-referencing by page number and, where appropriate, sub-section headings to linked areas of the application when elaborating on or demonstrating alignment to a key strategic element of the proposal will limit the possibility that an essential point is missed by a reviewer due to a lack of clarity and specificity.

EXECUTIVE SUMMARY

4 Page Limit

Provide a brief overview of your school, including:

- An overview of the mission and vision for the school.

Founders Academy (FALV) seeks to encourage the use of effective teaching methods and improve opportunities for students to learn and achieve.

Mission- The mission of FALV is to train the minds and improve the hearts of young people through a rigorous, classical education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue.

Vision- The Academy will provide students the benefit of a content-rich and academically rigorous classical liberal arts education with a strong civics component. Students will be challenged to excel both in academics and in moral discipline. The Academy's vision for its students is not limited solely to their academic achievement and scores on standardized tests. But, personal responsibility, ethics and discipline will be modeled and expected. FALV students will also be endowed with a sense of civic responsibility along with a belief in striving for individual achievement, producing the leaders Nevada needs for the next generation.

- A list of the current school campuses and any relocated or consolidated campuses proposed in this amendment request.

Identify the school's "founding campus" with the Roman numeral I, the second approved/proposed campus with the Roman numeral II, etc. For the sake of clarity, please also identify the local/marketing name of each campus (e.g. Charleston Campus, South Reno Campus, etc.) in parentheses.

FALV (I) located at 4025/4035/4039/4075/4145 N. Rancho, Las Vegas, Nevada 89130 will be relocated.

- Proposed facility and target communities.

FALV (II*) will construct a campus onto a portion of land on parcel # 138-01-401-003 at the intersection of Leon Avenue and Alexander Road in Las Vegas, Nevada 89130. The proposed location is 0.7 miles southeast of the existing location.

***This new location is not a second campus, but a relocation of the existing campus.**

Aligned with the FALV mission, the school's target population is made up of students who desire a content-rich, rigorous and time-tested learning curriculum in an atmosphere that promotes and builds strength of character. FALV believes this educational model should be available for all students, regardless of personal circumstance- including public, private and home-schooled students, as well as children just beginning school. FALV welcomes students from all neighborhoods in Las Vegas, but primarily serves students in the northwest quadrant of the city. In addition, the target population includes: Students with families who want high quality classical education, that have

high expectations for a quality, tuition-free education, or are currently on waiting lists for other local charter or magnet schools.

- The outcomes you expect to achieve at the new location.

With the relocation of FALV's current campus, FALV's goals and expected outcomes remain the same.

Educational goals/objectives: FALV has set the following goals for its students related to educational performance.

- **Student Gains.** 80% of students who score below "Proficient" status on Nevada's annual assessment prior to enrolling at FALV will achieve "Proficient" status after one year.
 - **Student Performance.** 90% of students at FALV will score "Proficient" or "Advanced" status on Nevada's annual assessment after three years of enrollment.
 - **Organizational/Management goals/objectives:** The following goals and objectives are related to organizational and management performance.
 - **Character and Civic Responsibility:** 95% of students will earn a citizenship mark of "Satisfactory" or "Outstanding" based on definitions of these descriptors outlined in the FALV Student Handbook.
 - **Parent Satisfaction.** FALV will demonstrate an 80% overall satisfaction rating in an annual survey administered to parents or designated legal guardians of students attending the school during each academic year.
 - **Professional Development.** All FALV teachers will demonstrate the skills necessary to implement a classical education, as documented through formal evaluations.
- The key components of your educational model for the relocated school.

With the understanding that FALV is only seeking to relocate its current campus, not add an additional campus, the educational philosophy will not change. The philosophy of FALV is best described as Classical Education. Classical Education values knowledge for its own sake; upholds the standards of correctness, logic, beauty, and importance intrinsic to the liberal arts; demands moral virtue of its adherents; and prepares human beings to assume their places as responsible citizens in the political order. FALV will initiate this philosophy of education through emphasis on the following:

- Centrality of the Western tradition in the study of history, literature, philosophy, and fine arts.
- Rich examination of American literary, moral, philosophical, political, and historical traditions.
- Use of explicit phonics instruction for the teaching of reading.
- Teaching of Latin.
- Content-rich curriculum based on the traditions and truths of a liberal arts education.
- School culture demanding moral virtue, decorum, respect, discipline, and studiousness among the students and faculty.
- Faculty where well-educated and articulate teachers explicitly convey real knowledge to students using traditional teaching methods.

- **Use of technology effectively, without diminishing the faculty leadership that is crucial to academic achievement.**
- The values, approach, and leadership accomplishments of your school or network leader and leadership team including: Key supporters, partners, or resources that will contribute to your relocated school's success.

FALV is based on a classical education model that has been successfully replicated in other states. Using Nevada standards, FALV has adapted FALV's goals from these successful schools as well as compelling research of the achievement gains using the Core Knowledge Sequence, which will be followed at FALV. Each of these is discussed below:

***Replicated Results.* Throughout the developmental phase and during operations, FALV will have the support and resources needed to achieve its goals. FALV is supported by the Barney Charter School Initiative (BCSI), a project of Hillsdale College devoted to the education of youth.**

Through this initiative, Hillsdale College supports the launch of K-12 charter schools that are based on the classical liberal arts model and that also provides a thorough grounding in civics and American history. Through BCSI, Hillsdale College has helped to open and design a number of successful charter schools across the country, including:

Schools opened in 2012-

- Founders Classical Academy of Lewisville (Lewisville, TX)**
- Estancia Valley Classical Academy (Moriarty, NM)**

Schools opened in 2013-

- Savannah Classical Academy (Savannah, GA)**
- Northwest Arkansas Classical Academy (Bentonville, AR)**
 - **The founding principal for the school in Bentonville was Timm Petersen. This school achieved an A+ rating as a Top Ten School in Arkansas. Mr. Petersen is currently the principal at FALV.**

Schools opened in 2014-

- Atlanta Classical Academy (Atlanta, GA)***
- Mason Classical Academy (Naples, FL)**
- Founders Classical Academy of Leander (Leander, TX)**
- FALV (Las Vegas, NV)**

Schools opened in 2015-

- Pineapple Cove Classical Academy (Palm Bay, FL)**
- Founders Classical Academy of Dallas (Dallas, TX)**
- Founders Classical Academy of Flower Mound (Flower Mound, TX)**
- Founders Classical Academy of Mesquite (Mesquite, TX)**
- Golden View Classical Academy (Golden, CO)**

Schools opened in 2016-

- Livingston Classical Academy (Brighton, MI)**
- Seven Oaks Classical School (Bloomington, IN)**
- Founders Classical Academy of Schertz (Schertz, TX)**

***A current professor at Hillsdale College who works closely with the BCSI (Dr. Moore) was the first principal of Ridgeview Classical Schools, which became one of the most successful charter schools in the nation. Dr. Moore is currently the principal at Atlanta Classical Academy. *US News and World Report* ranked Ridgeview Classical Schools' High**

School as 15th in the country. In the same report, the school ranked 4th for US charter schools and 4th for open-enrollment high schools. Through the BCSI, Hillsdale College provides FALV with models, resources, and guidance on academic programs and policies, curricula, instructional materials and teaching practices, including advice for improving the performance or progress of students when applicable. As recommended by Hillsdale College and its network of charter schools, FALV uses the Core Knowledge Sequence as its primary curriculum program to reach its academic goals. The Core Knowledge Sequence has been extensively implemented, studied, and proven to produce excellent results.

Core Knowledge Sequence. Researchers from Johns Hopkins University have studied the Core Knowledge Sequence in a study funded by the Brown Foundation and the Walton Family Foundation¹.

The study found that the Core Knowledge Sequence:

- Provides a broad base of knowledge and a rich vocabulary
- Motivates students to learn and creates a strong desire to learn more
- Promotes the knowledge necessary for higher learning²

The Johns Hopkins study found statistically significant and “educationally meaningful” improvement on test scores at schools that strongly implemented the Core Knowledge Sequence³. Most importantly, and perhaps the best argument for implementing the Core Knowledge Sequence, the study showed the effect of the strong implementation of the curriculum is cumulative, meaning the curriculum produces even more profound results in later grades as it is continuously implemented. The study predicted that gains in the grade levels beyond which the study covered would continue to accelerate. In other words, building a strong knowledge base from the beginning leads to exponentially better results in the end. Based on the proven track record of the Core Knowledge Sequence, the support of the Hillsdale College, BCSI, and the success of other schools following a similar model, FALV is confident its educational goals are achievable.

¹ See Marshall, Michael, Three Year National Study Confirms Effectiveness of Core Knowledge Sequence (Summarizing National Evaluation of Core Knowledge Sequence Implementation: Final Report).

² Id. at “Qualitative Outcomes.”

³ Id. at “Testing Outcomes.”

MEETING THE NEED

TARGETED PLAN

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

Plans for relocation include moving 0.7 miles. FALV's target population remains the same as in FALV's approved charter contract.

Aligned with the mission, FALV's target population is made up of students who desire a content-rich, rigorous and time-tested learning curriculum in an atmosphere that promotes and builds strength of character. FALV believes this educational model should be available for all students in the Las Vegas community regardless of their circumstances. The previous detailed marketing plan and other activities open opportunities for FALV to grow its student population and develop the kind of relationship needed for continued success.

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

As an SPCSA sponsored public charter school, FALV improves and influences public education in Nevada through efforts to reach the targeted population and meet an unfilled need for quality education options for grades K-12 in the targeted community.

STRATEGIC PLANNING

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

- a. Inability to secure facilities/facilities financing;

Funding for the relocation has been secured. In the event that funding was compromised, FALV would remain at its current location.

Difficulty raising philanthropic funding to support the relocation or consolidation in the new location;

Although it is not intended that philanthropic funding will be used to support the relocation, FALV continues to seek alternate sources of funds.

- b. Insufficient talent pipeline/difficulty transferring and recruiting faculty to the new location;

FALV is planning on retaining on all its teachers and staff after the relocation to the new facilities. FALV has been able to find a very strong group of teachers

and staff and strongly believes that the majority of them will not leave after FALV relocates to the nearby facilities. No teacher or staff member has any voiced concern about the relocation.

- c. Insufficient leadership pipeline/difficulty transferring and recruiting school leaders to the new location;

Existing staff and administration will transfer to the new location. Therefore, the long term staffing plan for FALV will not alter from original projections.

- d. Misalignment between the needs of the school which are prompting the relocation or consolidation and the needs of parents who may have selected the current campus due to geographic considerations.

FALV is currently established and in alignment with the neighborhood and does not anticipate any geographic concerns from the currently enrolled families. FALV has communicated the relocation to the parents and has not received any complaints.

- 2. Discuss lessons learned during the schools past facilities experience and those of any replicated school or organization from another jurisdiction. For example: specifically identify each challenge encountered and how the school addressed them, as well as how the school would minimize such challenges for the proposed campuses.

FALV's facilities experience consists of the four buildings that it is leasing in an industrial park. These four buildings are not contiguous, with a couple of buildings in between the leased buildings. There are three leases among those four buildings. Two of the buildings are leased from two separate entities. The other two buildings are leased from Charter School Development Corporation.

FALV had to oversee the process of building the tenant improvements on its existing leased facilities. FALV worked with a contractor that was hired by a landlord to ensure that the tenant improvements were completed on time. The project succeeded, and the improvements were completed on time. Through this project, the management at FALV learned how to meet government regulations, coordinate with multiple parties, and manage tight deadlines that are demanded by facilities projects. While the relocation will certainly be a more difficult challenge, FALV is confident in its team and staff to accomplish what they need to do.

PARENT AND COMMUNITY INVOLVEMENT

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

FALV believes that grassroots efforts from community members in the neighborhood are the most effective way to educate the public about FALV's program and enrollment opportunities. FALV understands that some students and families may have limited access to the Internet or the means to purchase newspapers on a regular basis. Therefore, FALV employs strong grassroots efforts to provide information on a personal level that both advocates for underserved families and recruits prospective students. FALV's Principal and Board follows up with low income and other underserved students to educate them about the opportunity available at FALV.

Grassroots efforts include:

- **Open Houses are held regularly to explain the school's educational philosophy, its advantages, and encourage enrollment.**
- **Meetings with staff and parents from organizations serving targeted students, including community-based organizations such as churches and community centers.**
- **Attending neighboring sponsored choice fairs and middle school events where elementary and high school choices are highlighted.**
- **FALV's board member contacts and word-of-mouth campaign are a powerful recruitment strategy. FALV's Board is comprised of members that are experienced, professional and embedded in the community. Outreach from the Board, throughout the network of contacts, aids in recruitment and enrollment at FALV.**
- **FALV participates in media opportunities through radio, television and newspaper. Through this outreach medium, FALV not only targets prospective students and their parents, but local businesses and community-based organizations that are also community stakeholders and will act as referral sources.**
- **Maintain a 90+% re-enrollment in subsequent school years and to help grow the school through information sharing with family, neighbors, and friends.**
- **FALV has developed a strong reputation as a trusted school within the community and target population, thereby assisting in FALV's advertising efforts.**

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

To date, the FALV Governing Board has formed a committee of staff and parents. The Board has also held open meetings with the community and the local Neighborhood Area Residents Association (NARA) to share plans and discuss ideas with the residents adjacent to the proposed facility location.

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

FALV has established quality parental and volunteer involvement that will continue upon the relocation of the new campus, including a Parent Teacher Organization with excellent participation that has raised over \$100,000.00 in the first 2 years.

(4) Discuss the community resources that will be available to students and parents at the relocated or consolidated campus. Describe any new strategic partnerships the relocated or consolidated campus will have with community organizations, businesses, or other educational institutions that are part of the school's core mission, vision, and program to support this transition.

FALV plans to bring a number of community resources to students after relocation, including guest speakers, field trips, extracurricular activities, student social activities, prom and other similar events. FALV will not only be a place to learn but also a vital community resource that provides for the social and emotional development of the youth in the community.

FALV also plans to partner with local businesses and community organizations for community events, if possible. FALV believes it has built strong relationships within its existing community and plans to strengthen those relationships as it relocates to its new campus that will be more accommodating to community events, extracurricular activities, special events, and other such activities.

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

Having been part of the target community for over 2 years, FALV will continue to strengthen partnerships and relationships. FALV will build relationships in the community by continuing to make facilities available for community organizations and being involved in serving the community.

The management and staff at FALV will continue to listen carefully to students and community members. Events such as open house meetings and neighborhood choice fairs will allow for close interaction among FALV, students, and community members.

(6) Identify any organizations, agencies, or consultants that are partners in planning and relocating or consolidating the campus, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the campus development.

The FALV Governing Board has invited NARA and surrounding residents to be part of the planning process. FALV has held open meetings with NARA and residents in the nearby area to share ideas and refine plans that will compliment everyone involved.

PRE-KINDERGARTEN PROGRAMS *(All Operators Currently Operating or Proposing to Operate Pre-K)*

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

This section is Not Applicable. FALV does not intend to provide services for Pre-K students.

- (1) Identify whether the school plans to offer pre-kindergarten in the first year of operation at the new/consolidated campus or in any subsequent year of the charter term.
- (2) Identify whether the school will offer fee-based pre-kindergarten services. If the school does plan to offer fee-based pre-kindergarten, explain how the school will ensure that parents will be informed both initially and on an ongoing basis that both state and federal law preclude a K-12 charter school from giving admissions preference to students to whom it has previously charged tuition.
- (3) Describe the school's plans for ensuring that the pre-kindergarten program aligns with the mission, vision, and program of the school's other grades and meets all other state requirements.
- (4) Explain how the school's proposed pre-kindergarten program may meet the federal pre-kindergarten expansion grant criteria.

OPERATIONS PLAN

(1) Organization Governance Structure & Board Development:

- (a) Describe how the organization’s governance structure will adapt to oversee and support the transition plan. Include any impact on: (1) the composition of the Board, the Board’s roles and responsibilities, and the Board’s development priorities and (2) the Board’s relationship to individual campus(es).

FALV does not anticipate any changes to the governance structure as a result of the relocation to the new facilities.

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

<u>Name</u>	<u>Position</u>	<u>Professional Affiliation / Occupation</u>
Richard Moreno	Chair	Pres. Moreno and Associates
Mark Hesiak, Esq.	Vice-Chair	Associate, Bailey Kennedy
Dr. Jeff Geihs	Secretary	Academic Manager of Turnaround Schools, CCSD, ex High School Principal
Bob Beers, C.P.A.	Treasurer	Councilman, City of Las Vegas
Dr. Stavros Anthony	Board Member	Councilman, City of Las Vegas
Matt Fowers	Board Member	COO, Fullam Enterprises
Brenda Flank, MBA	Board Member	Small Business Owner
Louis J. Markouzis	Board Member	Principal at Lowman Elementary School

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

FALV does not anticipate any changes to the board or board policy after moving to the new site. Because FALV’s policies have worked well so far, FALV believes that its best plan of action is to keep the current policies in place.

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

Bob Beers and Stavros Anthony are fellow Las Vegas City Council members. As members of FALV's board, both Bob Beers and Stavros Anthony are fully aware of Nevada's conflict of interest statutes.

In addition, a number of the board members have known each other. Bob Beers and Dr. Stavros Anthony are friends of Richard Moreno. Matt Fowers is the former neighbor of Richard Moreno.

Please see Attachment 13 for the Board's policy on conflicts of interest.

(5) Organization Charts and Decision-Making Authority:

(a) Provide the following organizational charts:

- *Current- Attachment*
- *Vision for school in three years (clearly identify both campuses requested in this amendment request as well as any additional campuses operated by the school)*
- *Vision for school in six years (clearly identify both campuses requested in this amendment request as well as any additional campuses operated by the school)*

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

Please see Attachment 14 for the Board's organizational chart.

The Current Organizational Chart for FALV represents the staffing plan up to a maximum capacity of 702 students. Therefore, the chart represents not only the current situation, but also the vision for 3 and 6 years.

(6) Describe the proposed organizational model for the campus and the school as a whole.

FALV is modelled as an alternative K-12 education program. FALV provides students the benefit of a content-rich and academically rigorous classical liberal arts education with a strong civics component. Students are challenged to excel both in academics and in moral discipline. Students learn reading, math, and science through time-tested methods and learn an account of history based on the reading of primary source documents. The Academy's aim is to develop the academic potential and personal character of each of its students, regardless of background, socio-economic status or ability, and to graduate them fully prepared to participate as intelligent, responsible, and active members of their community.

FALV's vision for its students is not limited solely to their academic achievement and scores on standardized tests. Personal responsibility, ethics and discipline are modeled and expected. FALV's students are endowed with a sense of civic responsibility along with a belief in striving for individual achievement. Students educated through the classical approach of FALV become confident individuals with a strong work ethic and embrace, rather than shun, the difficult challenges facing their communities and their country in the 21st century. FALV is organized to produce the leaders Nevada needs for the next generation.

(7) Describe the leadership team's individual and collective qualifications for implementing the transition plan successfully, including capacity in areas such as:

- (a) Facilities development;
- (b) School leadership;
- (c) School business operations and finance;
- (d) Governance management and support to the Board;
- (e) Logistics and transportation;
- (f) Parent and community engagement both to maximize the number of students who relocate to the new/combined facility and to backfill any vacancies that result.

FALV is fortunate to have a Principal, Timm Petersen who has started and relocated numerous charter schools and private schools over the past 10 years in Texas and Arkansas and a governing board consisting of 8 members including community members, parents, business leaders and educational professionals. The Board is governed in accordance with its bylaws and the duties of Chairman, Vice-Chairman, Treasurer and Secretary, and members include governance, setting school policy, approving curricula and academic models, hiring and evaluation of the Principal and key staff, legal and financial oversight as well as oversight of School and student performance. Standing Board Committees have been established to facilitate the mission and vision of the Founders. The committees are:

Academics Committee: Reports to and make recommendations to the Board on matters related to the academic affairs of the school including but not limited to academic performance, testing, Special Education and ESL performance and compliance, conformity with state and/or district-mandated programs, and faculty performance and development. **Committee on Directors:** Oversee matters pertaining to the Governing Board of Directors and its committees. In particular, the Committee shall be responsible for monitoring and overseeing matters relating to the nomination and performance of directors, the Board's governance processes, and the Board's compliance with applicable legal and regulatory requirements, and ethical programs and policies established by the Board.

Development Committee: Develops fundraising strategies, to recommend policies, and to oversee development activities designed to ensure that the School has the non-public resources, financial and otherwise, needed to carry out the mission and achieve the priorities of the Board.

Engagement Committee: Facilitates constructive communications between the Board, administration, employees, and FALV's families primarily through the use of surveys.

Executive Committee: Acts upon all matters pertaining to the welfare and management of FALV between regular meetings of the Board.

Facilities Committee: Accountable for the school's short, medium, and long-range facilities plan. The role of the Facilities Committee is to collaborate with the Administration, PTO, parent body, and other committees to develop facilities requirements and options and to present recommendations to the Board.

Finance Committee: Oversees the financial affairs of the school and review and make recommendations to the Board about financial policies of FALV.

(8) What systems are in place in your leadership team structure to ensure redundancies in knowledge and skill?

The succession plan for the governing body members and key school leadership is to sustain the school's mission and seek to improve opportunities for students to learn and achieve academically and remain focused on training the minds and improving the hearts of young people. In summary, FALV's succession plan is to have in place qualified and well-trained people on the Board and staff from which to draw should the need arise to replace someone - thereby limiting the time, perhaps 1 to 2 weeks, for replacement and minimizing the impact of such changes to maintain stability of school operations.

STUDENT RECRUITMENT AND ENROLLMENT

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

(1) As a new or expanded campus, the mandates of SB208 (2015 session) apply to any school which is seeking to relocate or consolidate facilities. Explain the plan for student recruitment and marketing for the new/consolidated campuses that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208. Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure. For schools which are giving one or more statutorily permissible admissions preferences pursuant to NRS 386.580 or SB390 (2015 session), please indicate if you plan to focus your student recruitment efforts in specific communities or selected attendance areas.

Relocating to the new campus of 0.7 miles away keeps us in the same vicinity to recruit and enroll, therefore giving us the opportunity to reinforce and saturate the currently targeted community.

FALV will continue marketing and communication through the following means:

- **Maintain the FALV website and Facebook page.**
- **Students and families can subscribe to “e-blasts”, Remind, and Infinite Campus message alerts.**
- **Enrollment Forms, Information Packets and written materials can be accessed through the website.**
- **Promotional flyers are distributed to families, community centers and businesses in the target neighborhoods.**
- **FALV creates press releases for local publications to highlight educational highlights and the classical education approach.**
- **Posting signage/billboards on and surrounding the campus.**
- **Sponsoring open house events and other grassroots efforts including word-of-mouth campaigns, radio and television interviews and attending school choice fairs.**

(2) Provide a detailed discussion of the school's track record in recruiting and retaining students that reflect the ethnic, socio-economic, linguistic, and special needs diversity of the current charter school and each campus to at least the level reflected by the attendance zones where the charter school currently operates facilities. Please provide the school's past enrollment and retention performance for all years since the inception of the school broken out by race, ethnicity, language other than English, disability and 504 status, and eligibility for free and reduced priced lunch both as a school and in comparison to the school's current zoned schools.

While FALV does not have information on other current zoned schools, FALV can provide information about itself. FALV currently has 564 students enrolled and 207 students in the waitlist as of September 30, 2016.

Recruiting and Retaining Students:

- Website and electronic promotion – School website was created and is maintained, and a Facebook page is also utilized.
- Create and distribute information packets about Founders Academy for families in the area.
- Promotional flyers and brochures are posted and/or circulated at local community centers.
- Articles and Press Releases have been used in various local newspapers.
- Signage/Billboard on campus and in and around the targeted population.
- Sponsor Open Houses at FALV on a regular basis to stay engaged in the community.
- Staff has distributed flyers and brochures at various Back-to-School Fairs conducted in the Las Vegas community.
- FALV has maintained a 90% plus re-enrollment/retention for both the 2015-16 and 2016-17 school years. The following is a breakdown of FALV’s percentages for student retention in the identified years:

	Student Retention
2014-15	NA
2015-16	93.30%
2016-17	98.14%

In addition, please see below for the percentages for special populations enrolled in the identified years:

	Ethnicity %	IEP %	FRL %	ELL %
2014-15	33.25%	6.00%	13.86%	4.16%
2015-16	39.04%	8.60%	14.04%	1.00%
2016-17	40.78%	11.00%	11.17%	3.36%

Please see Attachment 12 for FALV’s 2014-2015 Accountability Report for additional information.

(3) Detail how the school’s programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the

community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a weighted lottery⁴ which provides additional opportunities for specific target populations to be admitted to the school in a manner consistent with state and federal law; and (5) other enrollment policies and strategies which have had a demonstrated track record of success in dramatically increasing the diversity of student populations in a high achieving charter school to at least the poverty, disability, and ELL profile of the zoned school.

FALV shall adhere to and implement services for special student populations in conformance with all federal, state, and local laws, including but not limited to the Individuals with Disabilities Act (IDEA) and Section 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act of 1990, Bulletin 1706, and other relevant regulations/legislation. The initial evaluation shall consist of procedures to determine the education needs of each student. Identification and screening procedures include:

-An academic interview with the students to assess needs upon enrollment. An evaluation of students' previous school records (if applicable) to determine current cognitive level.

-A request for a student's comprehensive academic history by the School Registrar will determine if a student has a current IEP and appropriate services will be provided. For students exhibiting low cognitive skills, Founders will conduct a pre-assessment upon academy entry with teacher observations and teacher created tests to determine if special education services are needed.

-Using a variety of assessment tools and strategies to gather relevant functional and development information, including information provided by the parent that may assist in determining whether the student is a student with a disability, gifted and talented, an English Language Learner and the content of the student's IEP.

-Using technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.

-Assessment tools and strategies to ascertain relevant information that directly assists teachers and staff in determining the educational needs of the student. Meeting the learning needs of all students begins with thorough identification of learning problems and a professional culture in which all staff strive to solve those problems- whatever they may be. Students' daily schedules will be based on their learning needs, as indicated on placement tests and on-going assessment throughout the year. For example, students in fifth grade may take Algebra I if academic performance indicates a need for more rigorous math instruction. For under-performing students, a dual-certified special education teacher may teach one content area course for all students

⁴ See <http://www.publiccharters.org/wp-content/uploads/2015/09/CCSP-Weighted-Lottery-Policy-factsheet-updated-GS-8-27-2015-2.pdf> for one possible approach in this evolving area of charter school policy.

and then provide self-contained special education instruction or consultation services during other class periods- depending on the learning needs outlined in students' IEPs. During an intensive remediation course designed to provide additional instruction in reading and writing, special education teachers will serve a highly trained linguistic specialists in phonemic awareness, phonics, reading fluency and writing skills and will utilize the Riggs program for remediation. This intensive linguistic training will occur during pullout times and as elective courses for students who demonstrate language-based learning deficiencies. In high school, students will be offered Basic Composition for remediation in writing as well as assistance with writing assignments in content area classes. Furthermore, teachers will provide tutoring sessions weekly to ensure all students receive the academic support they need.

In addition to the school-wide initiatives described above, FALV has the following procedures to meet the unique needs of particular student populations:

-ELL students will be in mainstream classrooms. All ELL students' English speaking skills will be assessed through the Nevada English Language Proficiency Assessment on a yearly basis.

-If a student is identified as Gifted or Talented, through either previous school records or evaluation by an educational psychologist, pre-assessment will be paramount. Using pre-assessment data, the student will be enrolled in courses that meet his or her needs.

-All students on 504 Plans will be placed in the caseload of the special education teacher, who will be responsible for monitoring adherence to the 504 Plan in all subject areas and for providing consultation to teachers regarding accommodations and modifications if needed.

-When students are identified as underperforming and have not been identified as requiring special education services, they will be placed within the RTI process in order to receive the necessary interventions.

(4) What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting applications and how long the enrollment window will last prior to conducting a lottery.

Annually, reenrollment begins the second week in December and ends the second week in January. Open enrollment begins the first week in January and ends at the end of February.

(5) What enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination? What are the minimum, planned, and maximum projected enrollment at each grade level? Outline specific targets in the table below.

Administration is responsible for monitoring enrollment. 90%+ reenrollment is anticipated based on data from the 2015-2016 and 2016-2017 school years.

FALV expects student retention to maintain at least the historical levels based on the fact that the new facilities will be a significant improvement from the current facilities.

The new facilities will accommodate extracurricular activities, including sports. A common complaint from parents is that FALV does not have adequate athletic facilities for its students. This move will address their concerns and likely improve student retention.

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

Consistent and on-going training are included in FALV’s staff development to ensure compliance with the legal requirements.

(7) Describe the student recruitment plan once your school has opened. In what ways will it be different than your pre-opening year, in terms of the strategies, activities, events, persons responsible and milestones? How will the school backfill vacancies in existing grades?

FALV intends to continue to use the student recruitment and retention plan currently in use as it has been successful in meeting FALV’s enrollment goals thus far.

(8) Complete the following tables for the new campus in 2017-18 (If campus will relocate/consolidate in 2016-17, please adjust the tables accordingly).

(a) Minimum Enrollment

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	N/A	N/A	N/A	N/A	N/A	N/A
K	41	41	41	41	41	41
1	41	41	41	41	41	41
2	41	41	41	41	41	41
3	41	41	41	41	41	41
4	41	41	41	41	41	41
5	41	41	41	41	41	41
6	41	41	41	41	41	41
7	41	41	41	41	41	41
8	41	41	41	41	41	41
9	41	41	41	41	41	41
10	34	41	41	41	41	41
11	20	34	41	41	41	41
12	7	19	34	41	41	41
Total	466	498	520	527	527	527

(b) Planned Enrollment

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	N/A	N/A	N/A	N/A	N/A	N/A
K	54	54	54	54	54	54
1	54	54	54	54	54	54
2	54	54	54	54	54	54
3	54	54	54	54	54	54
4	54	54	54	54	54	54
5	54	54	54	54	54	54
6	54	54	54	54	54	54
7	54	54	54	54	54	54
8	54	54	54	54	54	54
9	54	54	54	54	54	54
10	45	54	54	54	54	54
11	27	45	54	54	54	54
12	9	25	45	54	54	54
Total	621	664	693	702	702	702

(c) Maximum Enrollment (Note: Enrolling more than 10 percent of the planned enrollment described in subsection b will necessitate a charter amendment)

Grade Level	Number of Students					
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K	N/A	N/A	N/A	N/A	N/A	N/A
K	54	54	54	54	54	54
1	54	54	54	54	54	54
2	54	54	54	54	54	54
3	54	54	54	54	54	54
4	54	54	54	54	54	54
5	54	54	54	54	54	54
6	54	54	54	54	54	54
7	54	54	54	54	54	54
8	54	54	54	54	54	54
9	54	54	54	54	54	54
10	54	54	54	54	54	54
11	54	54	54	54	54	54
12	54	54	54	54	54	54
Total	702	702	702	702	702	702

Please note that FALV's charter is approved for 750 students. At this time, FALV is planning to work with a maximum of 702 students.

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

FALV has a pre-planned maximum capacity of 702 students. The priority is academic achievement, parental involvement and overall student success. The mission of FALV is to train the minds and improve the hearts of young people through a rigorous, classical education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue.

BOARD GOVERNANCE

(10) Explain the governance philosophy that will guide the board, including the nature and extent of involvement of key stakeholder groups in making decisions which impact students and families.

The Board supports a governance philosophy where the Board makes broad policies based on school obligations, mission, and goals, and where the Board provides oversight and governance, focusing on productivity and results. FALV strives to have each Board member bring value to the school through active participation and to sustain cooperation and harmony among the teachers and staff, key stakeholders and the Board. Lastly, FALV recognizes that the success of its school lies in part in its ability to govern with commitment and skill. Key stakeholder groups (including community groups, booster clubs, parent teacher organization, etc.) shall act in an advisory capacity and not have a governance role. It should be noted, however, that recruitment efforts may include members of stakeholder groups onto the Board.

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

FALV understands that as a result of SB509 that FALV may be required to enter into amended and restated charter contracts as a condition of being granted an amendment. FALV will strive to comply with all requests in the event that the Authority requires FALV to develop additional technical amendments and contractual changes as statutory and regulatory requirements evolve.

The purpose of FALV's conflict of interest policy is to protect FALV's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of FALV or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Governing Board and members of committees considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Governing Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the governing board meeting but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the Governing Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Governing Board shall determine whether FALV can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board shall determine by a majority vote of the disinterested Governing Board whether the transaction or arrangement is in FALV's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

a. If the Governing Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If after hearing the member's response and after making further investigation as warranted by the circumstances, the Governing Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action and/or up to immediate termination.

FALV believes that its existing standards and procedures are effective in and will not be making any changes to its Bylaws, Code of Ethics, and Conflict of Interest policy.

(12) Identify any existing, proposed, or contemplated relationships that could pose actual or perceived conflicts if the relocation/consolidation request is approved, including but not limited to any connections with landlords, developers, vendors, or others which will receive compensation or other consideration directly or indirectly from the school. This includes any relationship within the third degree of consanguinity or affinity between a board member or school employee and any party who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school. Discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts, including the new requirements of a Code of Ethics in SB509 and the nepotism regulations applicable to charter schools.

FALV does not anticipate any relationships that could pose actual or perceived conflicts due to the relocation of FALV's students. Should the board become aware, FALV's policy is to disclose conflicts of interest immediately and follow appropriate procedures addressing such conflict if a conflict of interest is determined.

According to the Nevada Ethics in Government Manual, as provided by the Nevada Commission on Ethics, a public office is a public trust and shall be held for the sole benefit of the people, and a public officer or employee must commit himself to avoid conflicts between his private interests and those of the general public whom he serves. FALV's policies are designed to supplement and meet these ideals.

FALV understands that SB509 included broad changes in charter school authorizing and accountability and will strive to comply with any new requirements posed by the Authority as accountability standards evolve.

- (13) Describe any advisory bodies or councils to be formed to inform the board of stakeholder input regarding the relocation or consolidation, including the roles and duties of those bodies. Describe the planned composition; the strategy for achieving that composition; the role of parents, students, and teachers (if applicable); and the reporting structure as it relates to the school's governing body and leadership.

To date, the FALV Governing Board has formed a committee of staff and parents. The Board has also held open meetings with the community and the local Neighborhood Area Residents Association (NARA) to share plans and discuss ideas with the residents adjacent to the proposed facility location.

- (14) Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school related to the relocation or consolidation.

Parents at FALV have been informed about the relocation. To FALV's knowledge, no parent has provided any objection to this project.

If a stakeholder sends a significant negative complaint, FALV will consider any comments seriously, and FALV's board will vote upon such matters. The new facilities will be 0.7 miles away and will provide sports and other activities. A common complaint from parents is that FALV does not have adequate athletic facilities for its students. This move will address their concerns. In the unlikely event that a negative issue would be brought forward by a stakeholder, then those concerns would be amply discussed by the board.

SERVICES

(1) Provide a description of how the school leadership team will support operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below. In this space and in the finances section, demonstrate how you will fund the provision of these services.

- (a) Transportation: Describe your plans for providing student transportation. If the school will not provide transportation, please identify how the school will ensure that this does not serve as a barrier to enrollment or ongoing attendance for students whose parents may have selected the former campus due to transportation accessibility.

FALV does not provide student transportation.

- (b) Food Service: Outline your plans for providing food service at the relocated or consolidated campus, including whether and how you will be your own school food authority or will contract with another provider. If the school will not provide food service, please identify how the school will ensure that this does not serve as a barrier to enrollment or ongoing attendance.

A cost effective lunch program is available to students with the option to provide lunch from home. To date, these options have not become an issue with FALV's families. If a concern arises, FALV will develop a plan to meet the needs of FALV's families.

- (c) Facilities maintenance (including janitorial and landscape maintenance) for the new/consolidated facility.

FALV's current janitorial staff and independent contractors will transition to the new location. A landscape maintenance company will be hired for the exterior premises.

- (d) Safety and security (include any plans for onsite security personnel) for the new/consolidated facility.

FALV's current security staff will transition to the new location and on-site cameras and monitoring equipment will be relocated. FALV's current security will be more than sufficient for the new campus and facility.

FACILITIES

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

FALV's facilities experience consists of the four buildings that it is leasing in an industrial park. These four buildings are not contiguous, with a couple of buildings in between the leased buildings. There are three leases among those four buildings. Two of the buildings are leased from two separate entities. The other two buildings are leased from Charter School Development Corporation.

FALV had to oversee the process of building the tenant improvements on its existing leased facilities. FALV worked with a contractor that was hired by a landlord to ensure that the tenant improvements were completed on time. The project succeeded, and the improvements were completed on time. Through this project, the management at FALV learned how to meet government regulations, coordinate with multiple parties, and manage tight deadlines that are demanded by facilities projects. While the relocation will require more attention and coordination, FALV has been through these kinds of challenges before and is prepared to meet them.

FALV has never had to adjust its organizational structure or board due to facilities challenges. FALV believes that its current staff is adequately prepared to meet these challenges.

(2) Detail the school's plan for the future of the facility which it is vacating, identifying all tasks, activities, and costs related to vacating the facility, including moving expenses, lease termination, subletting, or sale of the facility. Describe contingency plans in the event that any sublease or other critical path assumption falls through.

The existing leases are still a work in progress. FALV is searching for tenants for its existing facilities either on a sublease or new lease basis. So far, FALV has found two schools that are interested in taking on FALV's existing leases.

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

Founders Academy of Las Vegas will be the purchasing entity. There will be no third party involvement.

(4) If a proposed facility has been identified and requires no construction or renovation prior to the commencement of instruction, please provide:

Land has been identified and will require construction. Not Applicable.

- (a) The physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4
- (b) A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5
- (c) A copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet as Attachment 6
- (d) The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any familial or business connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7
- (e) A copy of the Certificate of Occupancy at Attachment 8
- (f) Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as Attachment 9
- (g) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10

(5) If a proposed facility has not been identified or the proposed facility requires any construction or renovation prior to occupancy by the full student body, please provide:

- (a) Either a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit the documentation required in 1(a) for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 4 **OR** the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as Attachment 4

The new facilities will be 0.7 miles away and will provide sports and other activities. A common complaint from parents is that FALV does not have adequate athletic facilities for its students. This move will address their concerns.

FALV will construct a campus onto a portion of land on parcel # 138-01-401-003 at the intersection of Leon Avenue and Alexander Road in Las Vegas, Nevada 89130.

- (b) Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 5 **OR**, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as Attachment 5

FALV will comply with all local, state, and federal regulations as required. FALV will submit the required reports from NAC 386.3265 if FALV has not done so already. Please see Attachment 5 for the executed purchase and sale agreement and amendments to the agreement.

- (c) Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 6 **OR**, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance that the school will submit final documentation in compliance with NAC 386.3265 as Attachment 6

FALV will comply with all local, state, and federal regulations as required. FALV will submit the required reports from NAC 386.3265 if FALV has not done so already. Please see Attachment 6 for the proposed floor plan.

- (d) Either a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as Attachment 7 **OR**, If a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as Attachment 7

FALV will submit the required reports from NAC 386.3265 if FALV has not done so already. Please see Attachment 7, "Information on Current Landowner."

- (e) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 8

FALV will comply with all local, state, and federal regulations as required. FALV will submit the required reports from NAC 386.3265 if FALV has not done so already. Please see Attachment 8A for the detailed construction project plan and timeline and Attachment 8B for the Certificate of Occupancy.

- (f) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as Attachment 9

FALV will comply with all local, state, and federal regulations as required. FALV will submit the required reports from NAC 386.3265 if FALV has not done so already. Please see Attachment 9 for the code inspection report from the Department of Building & Safety.

- (g) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as Attachment 10

To be completed upon completion of the building.

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

FALV intends to develop new campuses in Nevada. At this time, we are concentrating on this relocation. Upon completion of this project, FALV will develop a strategic plan to “train the minds and improve the hearts of young people” and reach out to as many young Nevada citizens as possible.

- (a) Describe the strategy and process for identifying and securing multiple facilities, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, bond or third party financing, etc.
- (b) Charter school facilities must comply with health and safety requirements and all other mandates prescribed in statute and regulation. In addition, charter schools must be prepared to follow applicable county and municipal review procedures which vary significantly between jurisdictions. Schools are expected demonstrate that they have thoroughly researched the different local requirements and adjust their permitting, construction, and inspection timelines accordingly. Discuss the research and planning that has occurred to date for each of the targeted jurisdictions, including both municipalities and unincorporated areas. Provide documentation of the current inspection and approval processes and timelines for the state, municipal, or county agencies within your proposed jurisdictions which will issue each Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of Attachment 8. Provide documentation of building, fire, safety, health and sanitation code compliance inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all such code inspections within your proposed jurisdictions, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of Attachment 9.

(7) Please include the organization's plans to finance these facilities, including:

- (a) Total project cost for each facility

FALV will acquire land and finance a new ground up construction project to be completed in August 2017. The project is expected to cost \$8.7 million, in addition to purchasing property for \$1.5 million, and paying off short-term debt for approximately \$435,000. This is the only project, as FALV will not be acquiring any other facilities at this time.

- (b) Financing and financing assumptions

FALV seeks to finance the acquisition of land and construction with tax-exempt and taxable bonds. Please see below for the sources and uses of the expected bond financing:

	Tax-Exempt	Taxable	Total
Par Amount	12,430,000	900,000	13,330,000
	Tax-Exempt	Taxable	Total
Project Fund & Repay Soft Costs	8,700,000	-	8,700,000
Purchase of Property	1,500,000	-	1,500,000
Short-Term Debt Payoff	-	434,723	434,723
Capitalized Interest Fund	1,450,167	105,000	1,555,167
Debt Service Reserve Fund	533,800	38,650	572,450
Cost of Issuance	131,627.24	168,372.76	300,000
Underwriter's Discount	116,972.74	149,627.26	266,600
Additional Proceeds	-2,566.61	3,626.94	1,060.33

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

The projections below show that the income derived from the new campus will be able to support the debt service on the proposed bond financing, with above 1.10x maximum annual debt service ('MADS') coverage, as typically required by charter school bond covenants, starting in FY 2019. Please note that capitalized interest covers debt service paid on FY 2018 so that FALV will effectively not be paying net debt service in FY 2018.

	PROJECTED			
	FY 2018	FY 2019	FY 2020	FY 2021
State Revenue	3,999,258	4,279,666	4,467,074	4,526,272
Local Revenue	210,472	217,336	224,004	227,761
Total Revenue	4,209,730	4,497,003	4,691,077	4,754,033
Certificated Salaries	1,288,991	1,328,131	1,367,271	1,406,411
Classified Salaries	395,216	395,216	395,216	395,216
Employee Benefits	591,421	602,581	613,772	624,992
Instruction	426,141	439,578	453,009	466,982
Support Services	390,550	1,209,803	1,329,834	1,370,710
Total Expense	3,092,319	3,975,309	4,159,102	4,264,311
Δ in Net Assets	1,117,411	521,693	531,977	489,722
+ Building Lease	-	809,787	920,067	950,900
Income Avail. for DS	1,117,411	1,331,480	1,452,044	1,440,622
PRO FORMA				
OPERATING RATIOS	FY 2018	FY 2019	FY 2020	FY 2021
PF Ann DS Coverage	N/A	1.39x	1.46x	1.41x
PF MADS Coverage	0.98x	1.16x	1.27x	1.26x
Operating Margin	26.5%	11.6%	11.3%	10.3%
LEVERAGE RATIOS	FY 2018	FY 2019	FY 2020	FY 2021
PF MADS-to-Revenue	27.2%	25.5%	24.4%	24.1%
PF MADS-to-Expenses	37.0%	28.8%	27.5%	26.8%

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

FALV currently has a Crisis Response Plan (CRP) and works with the Metropolitan Police Department (Metro). Upon completion of the new facility, Metro will be invited to tour and provide insight into concerns to include in the update of the CRP. FALV administrators are responsible for implementation of the CRP. Campus Security consists of staff members of FALV and will relocate to the new campus. Cameras from existing campus will be relocated to provide surveillance of both inside and outside of the facility.

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

FALV currently holds all required insurance certificates and will increase liability coverage as enrollment increases and will increase worker's compensation coverage as staffing increases.

FINANCIAL PLAN

(10) Provide a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative in. Include the following:

- (a) Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.
- (b) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of Attachment 10. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.
- (c) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.
- (d) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.

Revenue assumptions for the per-pupil revenue are as follows:

DSA:

Calculated at 2016 - 2017 rates with no increases

SPED & Kinder grant funding:

Calculated at 2016 - 2017 rates with no increases

Enrollment assumptions are as follows:

Current enrollment is 564 as of September 30, 2016

Projected enrollment for 17 - 18 school year is 621

Projected enrollment for 18 - 19 school year is 664

Projected enrollment for 19 - 20 school year is 693

Projected enrollment for 20 - 21 school year is 702

Staffing assumptions:

Increase staff by 2.5 full time employees for school year 2017 - 2018

Increase staff by 1 for each subsequent year

Expenses assumptions:

Increases for expenses range from a 2% to 5% COLA

(11) Submit a completed financial plan for the proposed new/consolidated campus as Attachment 11. The format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

Please see Attachment 11 for the financial plan.

(12) In the case of a multi-site school: submit, as Attachment 12, a detailed budget for the school at the network level. The format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative.

FALV intends to have one campus in Las Vegas at this time. Not Applicable.

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

FALV does not plan to rely on having fundraising money to support its programming as it moves into the new campus. However, FALV does receive donations for athletic equipment, teacher assistance, classroom material assistance, and others. Last year, FALV received \$78,500 in donations, of which \$50,000 was for teacher bonuses. This year, FALV projects to receive \$82,000 in donations, of which \$50,000 is for teacher bonuses.

ATTACHMENT 1 - LETTER OF TRANSMITTAL



September 30, 2016

Patrick J. Gavin
Executive Director
State Public Charter School Authority
1749 North Stewart Street Suite 40
Carson City, Nevada 89706

Dear Mr. Gavin:

On behalf of Founders Academy of Las Vegas ("FALV"), we would like to thank the State Public Charter School Authority for the opportunity to submit our 2016 Charter School Facilities Amendment Request. Please accept the enclosed 2016 Charter School Facilities Amendment Request and supporting attachments.

We plan to construct a campus onto a portion of land on parcel #138-01-401-003 at the intersection of Leon Avenue and Alexander Road in Las Vegas, Nevada 89130. The proposed location is 0.7 miles southeast of our existing location. We request an amendment to our charter contract to relocate our operations to the proposed location.

In preparing this request, we gathered information from the governing body and staff employed by our school. We understand that we are legally accountable for the promises and commitments made by us to the students and surrounding community. Our Board of Directors unanimously voted in favor of the 2016 Charter School Facilities Amendment Request on July 13, 2016.

We included our responses and a number of attachments as outlined by the table of contents. Please let us know if you need any additional information.

Thank you for your consideration.

A handwritten signature in black ink that reads 'Rich Moreno'.

Rich Moreno
Chairman of the Board

ATTACHMENT 2 - NOTICE OF BOARD MEETING



NOTICE OF GOVERNING BOARD MEETING FOR FOUNDERS ACADEMY OF LAS VEGAS

Notice is hereby given that the Governing Board of Founders Academy of Las Vegas Charter School will conduct a public, special session board meeting at **5:00 p.m. on Wednesday, July 13th, 2016**. This meeting will be via teleconference. The call in number is (712) 432-0490 access code 767630*. Members of the public have the opportunity to listen to discussions and votes by the members at the Founders Academy of Las Vegas.

Attached is an agenda of all items scheduled to be considered. Unless otherwise stated, items might be taken out of the order presented on the agenda, combined for consideration, or removed from the agenda at any time, at the discretion of the Chairperson.

Reasonable efforts will be made to assist and accommodate physically impaired persons desiring to attend the meeting. Contact Founders Academy at (702) 998-8368.

The supporting materials are available for the public at the meeting or may be requested by contacting Founders Academy at bmanager@foundersacademylv.com.

The public is hereby noticed that the FALV Chairman reserves the right to take agenda items out of posted order, and items may be pulled or removed from the agenda at any time and items may be combined for consideration. A time for public comment is provided at the beginning and at the conclusion of the meeting. Individuals providing testimony should fill out a Visitor Card, which will be numbered in order received by the Board Assistant. Time limit: A time limit (three minutes) will be imposed by the FALV Chair on public testimony in order to afford all members of the public who wish to comment an opportunity to do so within the timeframe available.

This Notice and Agenda have been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations:

1. Rainbow Library, 3150 N. Buffalo Dr., Las Vegas, NV 89128
2. Centennial Hills Library, 6711 N. Buffalo Dr., Las Vegas, NV 89131
3. Starbucks, 6020 W. Craig Road #110, Las Vegas, NV 89130
4. Founders Academy of Las Vegas 4025 N. Rancho Dr., Las Vegas, NV 89130
5. Founders Academy of Las Vegas Website, www.foundersacademylv.com

FOUNDERS ACADEMY OF LAS VEGAS

"In the footsteps of the Founders"



**FOUNDERS ACADEMY OF LAS VEGAS GOVERNING BOARD
AGENDA**

July 13, 2016 5:00PM

(Action may be taken on those items denoted “for possible action”)

1. Call to order
2. Roll call
3. Approval of Agenda (For Possible Action)
4. Public Comment (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)
5. Approval of Minutes from 6/7/16 Meeting (For Possible Action)
6. Discussion and Approval of Charter School Management Company and Founders Education Legacy as Educational Management Organizations to comply with NAC 386 (For Possible Action)
7. Discussion and Approval to Request an Amendment to occupy a new facility which neither increases enrollment beyond the contractual cap, nor reduces current enrollment or grade levels. (For Possible Action)
8. Discussion and Acceptance of the EMO Revenue Expenditure Reports received from both Charter School Development Corporation and Founders Education Legacy to comply with NAC 386 (For Possible Action)
9. Discussion of Budget-to-Actual Report through May, Presented by David Fike, Charter School Management Company (For Discussion)
10. Board Member Comments
11. Public Comment. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

12. Discussion of next scheduled meeting (For Possible Action)

13. Adjournment. (For Possible Action)

ATTACHMENT 3 - MINUTES OF BOARD MEETING



FOUNDERS ACADEMY OF LAS VEGAS GOVERNING BOARD
July 13, 2016 5:00 p.m.
Teleconference

MINUTES of MEETING
(Unapproved)

Agenda Item 1. Meeting called to order by Chairman Moreno at 5:00 p.m..

Agenda Item 2. Roll Call was conducted.

Board Members Present:

Rich Moreno, Brenda Flank, Jeff Geihs, Stavros Anthony and Mark Hesiak joined at 5:02 p.m..

Board Member Absent:

Bob Beers and Matt Fowers

D'Ann Blatt stated that a quorum was established.

Audience Attendance:

Nick Driver

David Fike

FALV Staff Attendance:

Timm Petersen

D'Ann Blatt

Agenda Item 3. Approval of Agenda

No changes. Agenda accepted as written.

Agenda Item 4. Public Comment

Chairman Moreno asked if any of the members of the public in attendance would like to comment. No members came forward.

Agenda Item 5. Approval of Minutes from Meetings on 6/7/16

Minutes stand as approved.

Agenda Item 6. Discussion and Approval of Charter School Management Company and Founders Education Legacy as Educational Management Organizations to comply with NAC 386.402

Mark Hesiak moved that if it is finally determined by the SPCSA Board that CSMC is providing services to FALV that qualify CSMC as an Education Management Organization under the laws of Nevada, FALV will petition to amend its charter to include its contract with CSMC. Motion seconded by Brenda Flank. Unanimously approved.

Mark Hesiak moved that if it is finally determined by the SPCSA Board that Founders Education Legacy is providing services to FALV that qualify Founders Education Legacy as an Education Management Organization under the laws of Nevada, FALV will petition to amend its charter to include a contract with Founders Education Legacy.

Motion seconded by Brenda Flank. Unanimously approved.

Mark Hesiak moved that the Finance Committee draft a proposed contract with Founders Education Legacy that includes the details of the employee leasing that are being provided and includes a provision that Founders Education Legacy will collect no fees from FALV for providing those services.

Brenda Flank seconded. Unanimously approved.

Agenda Item 7. Discussion and Approval to Request an Amendment to occupy a new facility which neither increases enrollment beyond the contractual cap, nor reduces current enrollment or grade levels.

Mark Hesiak moved to request an amendment to occupy a new facility that neither increases enrollment beyond the contractual cap, nor reduces current enrollment or grade levels.

Brenda Flank seconded. Unanimously approved.

Agenda Item 8. Discussion and Acceptance of the EMO Revenue Expenditure Reports received from both Charter School Development Corporation and Founders Education Legacy to comply with NAC 386.405 (For Possible Action)

Mark Hesiak moved to accept the year-end Revenue Expenditure Report provided by CSMC.

Brenda Flank seconded. Unanimously approved.

Mark Hesiak moved to accept the year-end Revenue Expenditure Report provided by FEL.

Jeff Geihs seconded. Unanimously approved.

Agenda Item 9. Discussion of Budget-to Actual Report through May, Presented by David Fike, Charter School Management Company (Discussion Only)

David Fike stated overall expense totals were on track with the exception of the expense for the Hillsdale Training. June should close with a positive cash balance. We are officially in budget year 2016-2017.

Agenda Item 10. Board Member Comments

None.

Agenda Item 11. Public Comment

Chairman Moreno asked if any of the members of the public in attendance would like to comment. No members came forward.

Agenda Item 12. Discussion of next scheduled meeting

Teleconference- Tuesday, July 19, 2016 at 5:00p.m..

Agenda Item 13. Adjournment

Mark Hesiak moved to adjourn. The meeting was adjourned at 5:47 p.m. on July 13, 2016.

Unapproved Minutes Approved on: _____

Signed by: _____

Richard Moreno, Chairman- Founders Academy of Las Vegas Governing Board

ATTACHMENT 4 - ASSESSOR'S PARCEL MAP

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

MAP LEGEND

- Parcel Boundary
- Sub Boundary
- PM/LD Boundary
- Road Easement
- Match / Leader Line
- Historic Lot Line
- Historic Sub Boundary
- Historic PM/LD Boundary
- Section Line
- Condominium Unit
- Air Space PCL
- Right of Way PCL
- Sub-Surface PCL

007 PARCEL NUMBER
001 ROAD NUMBER
1.00 ACREAGE
202 PARCEL SUB/SEC NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GLS GOV LOT NUMBER

ASSESSOR'S PARCELS - CLARK CO., NV.
Michele W. Shafer - Assessor

BOOK
T20S R60E

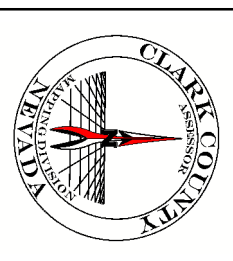
SEC.
1

MAP
S 2 SW 4

138-01-4

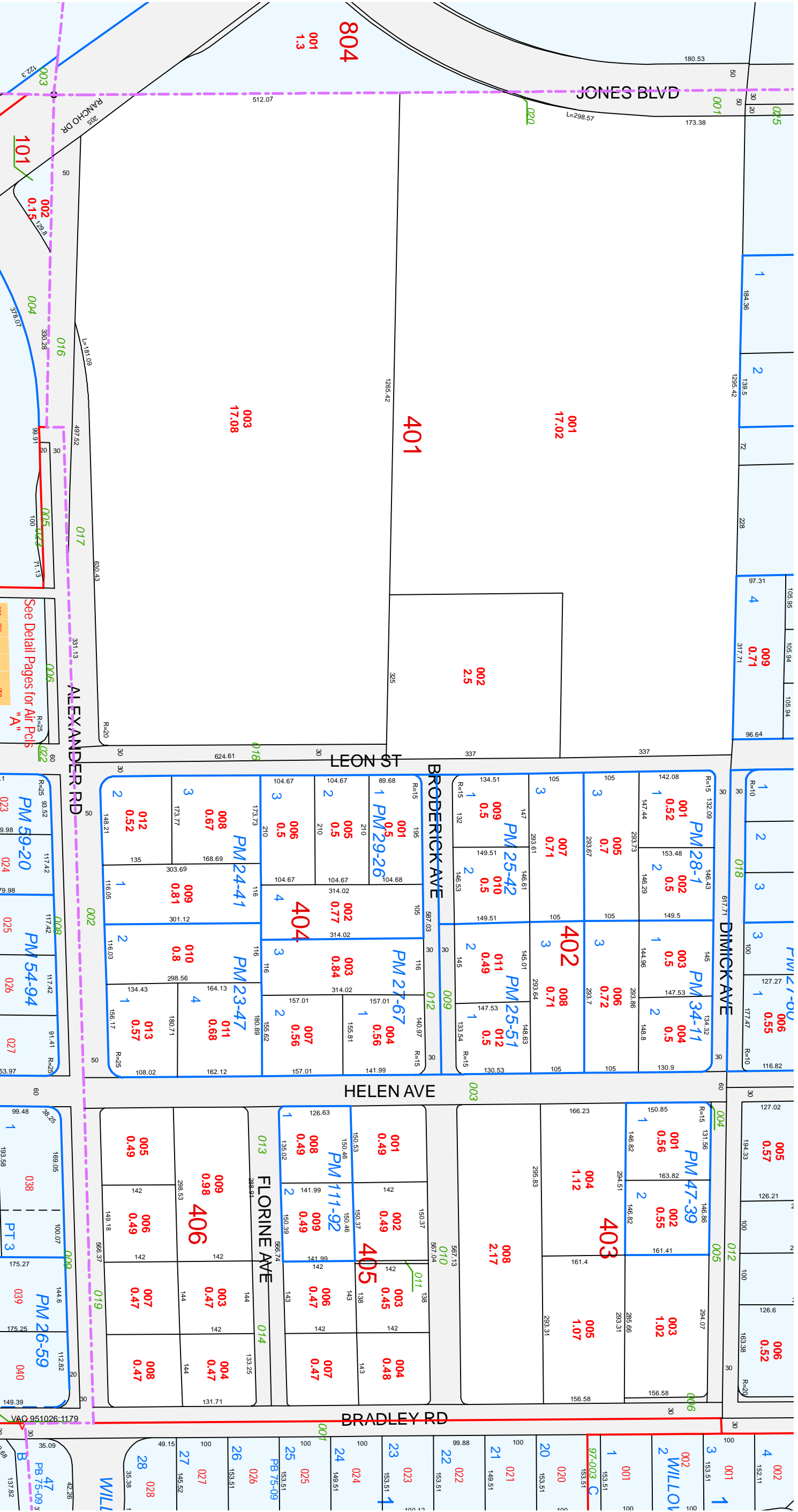
099	100	101	102
126	125	124	123
137	138	139	140
164	163	162	161

6	5	4	3	2	1
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36



Scale: 1" = 200'

Rev: 02/09/2011



TAX DIST 200

ATTACHMENT 5A- EXECUTED PURCHASE & SALE AGREEMENT

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this “**Agreement**”) is made and entered into as of this 13 day of May 2016 (the “**Effective Date**”), by and between PRE RANCHO JONES LLC, a Nevada limited liability company (“**Seller**”), and FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation (“**Buyer**”). Seller and Buyer are sometimes collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

RECITALS:

A. Seller owns the Property (as defined in Section 1 of this Agreement).

B. Buyer wishes to purchase the Property from Seller and Seller desires to sell the Property to Buyer upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENTS:

1. **Purchase and Sale.** Seller hereby agrees to sell and Buyer hereby agrees to buy that certain real property comprising approximately 6.11 acres of land, and any improvements thereon, located near the intersection of North Rancho Drive and North Jones Boulevard, Las Vegas, Clark County, Nevada (being a portion of Clark County Assessor Parcel Number 138-01-401-003) (the “**Land**”), which is shown on that certain plan entitled “Short 40, Parris Robinson Eastern, LLC ALTA/ASCM Land Title Survey” prepared by G.C. Wallace Companies attached hereto as Exhibit A (the “**Survey Plan**”) such real property being more particularly described on **Exhibit “A,”** attached hereto and incorporated herein by this reference, along with all rights and privileges appurtenant thereto, including, without limitation, all appurtenances, oil and gas rights, privileges, easements, water and mineral rights and any right, title or interest in and to any land lying in any adjacent public street or road benefitting such property (the “**Property**”), upon the terms and conditions set forth herein.

2. **Purchase Price.** The purchase price shall be One Million Three Hundred Thousand Dollars (\$1,300,000.00) (the “**Purchase Price**”). The Purchase Price shall be payable as follows:

2.1 Within three Business Days after the execution of this Agreement by the Parties, Buyer shall deposit Ten Thousand Dollars (\$10,000.00) into Escrow (as defined in Section 3 of this Agreement) as earnest money for this transaction (the “**Earnest Money Deposit**” and, together with any interest earned on the Earnest Money Deposit, the “**Earnest Money**”). Escrow Agent (as defined in Section 3 of this Agreement) shall deposit the Earnest Money Deposit into a federally-insured depository account acceptable to Buyer and, at Buyer’s option, such account shall bear interest which shall be credited to Buyer, or, in the event the Earnest Money Deposit is returned to Buyer, such interest shall be paid to Buyer; and

2.2 At the Closing (as defined in Subsection 3.2 of this Agreement), the Earnest Money shall be applied toward the Purchase Price and Buyer shall deposit the balance of the Purchase Price by cashier’s check or wire transfer of immediately available funds to the account of Escrow Agent.

3. **Escrow.** This Agreement concerns that certain Escrow No. NCS-792519 (the “**Escrow**”) at First American Title Insurance Company, National Commercial Services (“**Escrow Agent**”).

3.1 The opening of escrow (the “**Opening of Escrow**”) shall be the date on which: (i) this Agreement has been signed by the Parties; (ii) this Agreement has been received by Escrow Agent; (iii) the Earnest Money Deposit has been received by Escrow Agent; and (iv) Escrow Agent has executed the “Agreement and Consent By Escrow Agent” appended hereto. Escrow Agent shall immediately notify the parties indicated under Subsection 14.1 hereof, in writing, of the date of the Opening of Escrow.

3.2 The close of escrow (the “**Closing**” or the “**Closing Date**”) shall be defined as the recording, with the Clark County Recorder, Clark County, Nevada, of all documents necessary to legally transfer marketable, fee simple title to the Property to Buyer and, except as otherwise permitted herein or as otherwise agreed between the Parties in writing, shall occur within 30 days after the expiration of the Approval Period. Upon 48 hours’ prior written notice to Seller and Escrow Agent, Buyer shall have the right to waive any unused portion of this Closing period and accelerate the Closing.

3.3 This Agreement, along with any standard-form escrow instructions, shall constitute escrow instructions for Escrow Agent. Any standard-form escrow instructions shall be construed as applying solely to Escrow Agent’s engagement, and if there are any conflicts between such standard-form escrow instructions and this Agreement, this Agreement shall govern and control. Any provisions in the standard-form escrow instructions: (i) pertaining to the procedure for cancellation are superseded by this Agreement; and (ii) indemnifying Escrow Agent for negligence or granting any broker or other third party any interest in the Escrow are hereby deleted.

4. **Personal Property.** The Property shall include, without limitation, at no additional cost to Buyer and free and clear of all liens and encumbrances, all fixtures and permanently attached or affixed improvements to the real property located in, on or about the Property, including, without limitation any: utility lines and systems; water lines and systems; electrical distribution systems and fixtures; lighting fixtures; telephone distribution systems, lines, jacks and connections; data-communications distribution systems, wiring, lines, jacks and connections; and fencing (if any).

5. **Prorations; Costs.** All property taxes, assessments and other real-property charges (if any) shall be prorated as of the Closing Date. At or before the Closing, Seller shall pay: (i) for the cost of an ALTA extended-coverage owner’s policy of title insurance in the amount of the Purchase Price; (ii) one half of the fees and costs of Escrow; and (iii) all costs to document the transfer of the Property to Buyer. At or before the Closing, Buyer shall pay: (a) the cost differential between the cost of the ALTA extended-coverage owner’s policy of title insurance in the amount of the Purchase Price and the cost of the ALTA extended-coverage owner’s policy of title insurance in the amount of the purchase financing; (b) one half of the fees and costs of Escrow; (c) the cost of any title policy endorsements requested by Buyer or its lender and the cost of any survey updates; and (d) all fees and costs associated with the purchase financing of the Property, including, without limitation, the cost of the loan policy of title insurance. Each Party shall pay its own legal and accounting costs. All other costs and expenses shall be allocated or prorated as of the Closing Date in the manner customary in Clark County, Nevada, for transactions of this type.

6. **Title Insurance.** At the Closing and as a condition to Buyer’s obligations hereunder, the title insurer must furnish and deliver to Buyer an ALTA extended-coverage owner’s policy of title insurance and to Buyer’s lenders an ALTA extended-coverage loan policy of title insurance (or the unconditional commitment of title insurer to issue such policies), issued in the full amount of the purchase financing or loan amount as the case may be, insuring the priority of the deed of trust for Buyer’ lender and insuring Buyer that marketable, fee-simple title to the Property is vested in Buyer effective as of the Closing Date, subject only to those exceptions permitted by Buyer or its lenders in writing, together with all title endorsements required by Buyer or its lenders. Buyer shall pay the cost of any endorsements as requested

by Buyer or its lenders. In the event the title insurer is unwilling or fails to issue the title policy to Buyer at the Closing (or an unconditional commitment to do so) that satisfies all the conditions and requirements contained in this Section 6, then Buyer, at its option may terminate this Agreement by notice to Seller and Escrow Agent at any time prior to the Closing. In the event Buyer exercises such termination right, Escrow Agent shall refund the Earnest Money to Buyer.

7. **Buyer's Feasibility Contingencies.** Until 6:00 p.m. (local time) on that date that is sixty (60) calendar days from the Opening of Escrow (which period shall be referred to herein as the "**Feasibility Period**"), Buyer shall have the absolute right to terminate this Agreement for any reason whatsoever (or no reason); provided however, that until Buyer so terminates, Buyer shall proceed in good faith to carry out Buyer's preliminary investigations with respect to the Property. Unless Buyer gives written notice of termination prior to the expiration of the Feasibility Period, Buyer shall be deemed to have waived its right to terminate under this Section 7. All costs associated with Buyer's investigations and entitlement of the Property shall be borne by Buyer, except as otherwise provided herein (including Seller's obligation to replat the Property at Seller's expense). In the event Buyer decides to terminate this Agreement under this Section 7, Buyer shall, by written notice transmitted to Seller and Escrow Agent, notify Seller and Escrow Agent of Buyer's election to terminate this Agreement, whereupon this Agreement shall terminate and be of no further force or effect whatsoever (excepting only those provisions that expressly survive the termination of this Agreement). Seller hereby agrees to reasonably cooperate with Buyer to facilitate Buyer's investigations and further, grants Buyer, its agents, employees and independent contractors, the right to enter across and upon the Property for the purposes contemplated by this Agreement. Buyer agrees to repair any damage to the Property caused by Buyer, its agents, employees or independent contractors in connection with Buyer's investigation of the Property and the conducting of studies with respect thereto, and agrees to indemnify and hold Seller free and harmless from any loss, liability, cost, expense and reasonable attorneys' fees should Buyer fail or refuse so to do, or as may otherwise be incurred by reason of the exercise of the right of entry herein granted. This indemnity shall survive the Closing or the termination of this Agreement. Notwithstanding the foregoing, upon 48 hours' prior written notice to Seller and Escrow Agent, Buyer shall have the right to waive any unused portion of the Feasibility Period and accelerate the Closing.

7.1 **Phase I Environmental Report.** At its option and expense, Buyer may have a Phase I Environmental Assessment, and such other environmental studies as Buyer deems necessary (the "**Environmental Report**"), prepared for the Property by licensed and certified environmental engineers of Buyer's choosing.

7.2 **Title.** Seller shall be obligated to deliver good, free record and marketable fee simple title to the Property subject only to any encumbrances or restrictions of record that are not expressly objected to by Buyer within the time period provided for in Section 7.3 below, or to which objection is subsequently waived by Buyer (collectively, the "Permitted Exceptions"). Notwithstanding the foregoing, such Permitted Exceptions expressly exclude any existing deeds of trust or other lien, or any lis pendens, judgment liens or other encumbrances that secures a liquidated sum of money that encumber the Property, or any portion thereof (collectively, the "Non Permitted Liens"), all of which Seller shall be obligated to be release on or before the Closing. Within five (5) Business Days after the Effective Date, Seller shall deliver full-sized copy and an electronic copy of the Survey Plan to Buyer and cause the Title Company to deliver to Buyer a Preliminary Title Report, together with true, complete and the most legible copies of all documents referred to therein (together, the "Title Report"). Seller shall not alter the condition of title during the pendency of the Escrow except as expressly provided herein.

7.3 Survey. Buyer, at its expense, shall cause Seller's Survey Plan of the Property to be updated by a registered land surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" established in 2016 (the "**Updated Survey**"), which Updated Survey shall be acceptable to Escrow Agent (and the title insurer), Buyer, Buyer's attorney and Buyer's lenders, and certified accurate and correct to the title insurer, each participant in the project financing, Buyer, Buyer's lenders and their respective agents. The Updated Survey: (i) shall set forth the legal description and gross area of the Property; (ii) shall locate all items indicated on "Schedule B" of the Title Report that are capable of physical representation; (iii) shall certify Table A items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 13, 14, 16; (iv) shall contain all information needed to issue the ALTA, extended-coverage owner's policy of title insurance, and any endorsements thereto; and (v) may contain such other information as Buyer may reasonably require. Seller agrees, at no monetary cost to Seller, to cooperate with Buyer in obtaining the Updated Survey, including, without limitation, directing its surveyor or civil engineer to work with Buyer to produce the Updated Survey.

7.4 Property Valuation. At its option and expense, Buyer may have the Property appraised by a MAI-certified appraiser for the purpose of establishing an opinion of value (the "**Appraisal**").

7.5 Other Investigations. Buyer, at its sole cost, shall have until the expiration of the Feasibility Period to procure or conduct and approve such economic studies, soil tests, engineering reports, flood hazard reports, system tests or inspections, entitlements and feasibility studies (including zoning, use and occupancy restrictions but excluding any intrusive excavation or other tests without Seller's prior consent), as Buyer may deem necessary or desirable. Buyer will provide Seller with copies of all final nonproprietary reports, plans, surveys or results prepared by third parties (collectively, the "**Investigation Results**") generated by its investigations promptly following receipt thereof by Buyer, however, such delivery shall be without any representation and/or warranty to Seller with respect to the accuracy, completeness or reliability of any such Investigation Results. Buyer agrees to indemnify, defend and hold harmless Seller from any loss, claim, costs or damages incurred by Buyer with its third-party consultants in connection with its investigations of any portion of the Property, and such agreement shall survive termination of this Agreement. Buyer agrees that it will not allow any liens to be filed on any portion of the Property prior to the Closing and agrees to promptly restore or repair any damage caused by its inspections. Prior to any entry on the Property by Buyer or its agents before the Closing, Buyer shall secure and maintain or cause its consultants or agents to obtain (and provide certificates thereof to Seller) a comprehensive general liability and property damage policy in an amount of not less than One Million Dollars (\$1,000,000) per occurrence with a deductible (or self-insured retention) in an amount reasonably acceptable to Seller, which will (i) cover the activities of Buyer and its agents and consultants on the Property, (ii) include coverage for owned and non-owned vehicles, and (iii) name Seller as an additional insured thereunder.

7.6 Disapproved Exceptions or Defects. Buyer shall have until the expiration of the Feasibility Period, to review and to give Seller and Escrow Agent written notice of any objections in Buyer's sole and absolute discretion, to any environmental issue, title exception, title defect, defect in the Updated Survey, zoning or use restrictions, other feasibility issue, encroachment or other property concern whatsoever (collectively a "**Property Issue**"), which is unacceptable to Buyer. If Buyer gives notice of its objection as to any Property Issue prior to the expiration Feasibility Period, Seller shall have until 6:00 p.m. (local time) on the third Business Day following receipt of Buyer's objections (but in no event later than five (5) Business Days prior to the Closing Date) to notify Buyer and Escrow Agent whether Seller will eliminate such disapproved Property Issue.

7.6.1 If Seller elects, at its sole discretion, costs and expense, to eliminate any Property Issue to which Buyer objects, Seller shall use its reasonable commercial efforts to eliminate the same on or before the earlier of: (i) 6:00 p.m. (local time) on the date which is 10 days after the expiration of the Feasibility Period; or (ii) 6:00 p.m. (local time) on the day which is five (5) Business Days prior to the Closing Date.

7.6.2 If Seller elects in its sole discretion not to eliminate any Property Issue to which Buyer objects or, having agreed to correct such Property Issue, fails to do so within the time periods permitted herein, Buyer shall have the option to: (i) extend the time for Seller's elimination of such Property Issue if so requested by Seller; (ii) accept title subject to such disapproved Property Issue; or (iii) terminate this Agreement and both Parties shall thereupon be relieved of all further obligations hereunder (excepting only those obligations that expressly survive the termination of this Agreement). Buyer shall exercise such option by giving written notice of extension, acceptance or termination to Seller and Escrow Agent on or before 6:00 p.m. (local time) on the third Business Day after Buyer receives notice of Seller's election not to cure such objection(s) or Seller's time for eliminating such Property Issue expires (but in no event shall such notice be delivered later than the Closing Date).

7.6.3 If Seller has elected neither of the alternatives specified in Subsections 7.6.1 or 7.6.2 of this Section 7, it shall be conclusively presumed that Seller has elected not to eliminate any Property Issue to which Buyer objects and Buyer may, by written notice transmitted to Escrow Agent and Seller, elect any of the options specified in Subsection 7.6.2 hereof. Buyer shall exercise such option by giving written notice to Seller and Escrow Agent on or before 6:00 p.m. (local time) on the third Business Day after Seller's election period expires (but in no event shall such notice be delivered later than the Closing Date).

7.7 Additional Defects. In the event any new Property Issue arises after Buyer's initial receipt of an Environmental Report, Title Report, Updated Survey, governmental requirements or other Property report, the procedure as to the added exceptions or defects shall repeat the procedure as defined in this Section 7 and, if repeating such procedures cannot be accomplished prior to the scheduled Closing Date, Buyer shall have the option to reasonably extend the Closing Date for the minimum period of time required to complete the repeated procedures, but in any event, not more than 45 days.

7.8 Failure to Object. Buyer's failure to object to any Property Issue before the expiration of the Feasibility Period, or to timely terminate following receipt of Seller's notice that Seller will not eliminate or cure Buyer's objections, if any, shall be deemed an acceptance of the Property Issue(s) and a waiver of Buyer's right to terminate this Agreement under this Section 7.

8. Seller Documents; Investigation; Wells; Cooperation; Seller's Obligations.

8.1 Seller Documents. On or before the date that is ten (10) Business Days after the Opening of Escrow, Seller shall deliver to Buyer any of the following items that Seller or its agents have in their possession or control: (i) copies of any leases or use agreement affecting the Property; (ii) a list of and copies of all continuing warranties that apply to any improvements on the Property; (iii) a copy of current property taxes that apply to the Property; (iv) a list of and copies of any maintenance or service contracts that apply to the Property or improvements thereon; (v) copies of all documents relating to existing loans related to the Property; (vi) existing Property surveys; (vii) existing environmental assessments of the Property; (viii) copies of any other Property inspections or reports; (ix) copies of any current assessments or other governmental encumbrances affecting the Property; and (x) copies of any and all county or city related entitlements, zoning and permitting information relevant to the Property.

8.2 Wells. If any wells (including dry wells) are located on the Property, Seller shall deliver to the Escrow Agent for the benefit of Buyer, before the Closing, a copy of properly-filed registration for such wells that are in Seller's possession. Escrow Agent is hereby authorized to file a Change of Well Information form with the appropriate state or local agency.

8.3 Cooperation. The Property is part of a larger tract of land consisting of multiple parcels. Seller and Buyer agree to cooperate in the platting, planning and approval process to permit development of the Property by Buyer for its purposes while at the same time providing for the rights of Seller to pursue redevelopment of larger parcels. During the Feasibility Period, Seller and Buyer agree to work cooperatively to meet with regulatory officials and identify the appropriate permitting process for the Seller's parcels and the Property and to share all information and reports developed by either Seller or Buyer regarding access, utilities, site conditions and other site constraints. Seller and Buyer shall also negotiate in good faith any necessary agreements related to easements, access, restrictions, covenants, utilities or other matters as shall be reasonably required by any governing authority to close on the sale of the Property.

8.4 Plat.

8.4.1 Platting Period. Seller, at its sole cost and expense, shall prepare and obtain approval from all applicable governmental authorities of a plat (the "**Plat**") of the Property as is required in order to convey the Property as a separate legal parcel at Closing (including obtaining a separate assessor parcel number for the Property). Seller agrees that, within five (5) Business Days after the Opening of Escrow, Seller will engage one or more licensed and qualified surveyors or civil engineers to prepare the Plat and thereafter reasonably pursue completion of the Plat. Seller will provide periodic progress reports to Buyer, not less frequently than monthly, of the status of the Plat and updates of the approval timeline. For purposes hereof, the "Platting Period" shall be the period from the Opening of Escrow until the date which is ninety (90) days thereafter or such earlier date on which the final plat of the Property is approved. Upon completion and final approval of the Plat by all required parties, Seller shall cause the Plat to be filed in the appropriate map, plat or real property records of Clark County, Nevada and, in any event, before Closing.

8.4.2 Extensions. In the event that Plat has not been approved by the date which is five (5) days prior to the expiration of the Platting Period, then the Buyer or the Seller may extend the Platting Period for an additional thirty (30) days ("**Extended Platting Period**") by written notice to the other party delivered not later than the scheduled expiration of the Platting Period during which Seller will continue its efforts to obtain the approval of the Plat. If (i) applicable government authorities deny approval of the Plat during the Platting Period or Extended Platting Period, or (ii) the Preliminary Plat has not been approved on or before the last day of the Platting Period or Extended Platting Period as the case may be, Buyer shall have the right to cancel this Agreement by written notice to Seller delivered no later than two (2) Business Days after expiration of the Platting Period or Extended Platting Period, as the case may be, whereupon this Agreement shall terminate without recourse to the parties (except for indemnification and other obligations which survive termination), and Buyer shall receive a refund of the Earnest Money. Buyer agrees that the termination right set forth in this Subsection 8.4(b) is solely for Seller's inability to obtain the approval of the Plat.

8.5 Approvals.

8.5.1 Approval Period. As used herein, the term "**Approvals**" shall mean (i)

any necessary change in zoning classification of the Property to accommodate Buyer's intended development of the Property as a charter school and related improvements (the "Project"); and (ii) any and all state and local land use permits and site approvals necessary to develop the Property for the Project. Notwithstanding the foregoing, Approvals shall be limited to governmental entitlements, including zoning, site and use approvals, and shall not include building or sign permits or other approvals based on construction drawings of Buyer's proposed improvements. As used herein the term "**Approval Period**" shall mean the period beginning at the expiration of the Feasibility Period and extending until the date that all Approvals are obtained or denied (and all appeal rights are exhausted). Buyer and Seller will share all information and reports developed by either Seller or Buyer regarding access, utilities, site conditions and other site constraints; provided, however, that such information and reports shall be delivered without any representation and/or warranty as to the accuracy, completeness or reliability of such information or reports.

8.5.2 Pursuit of Approvals. Buyer agrees that it will submit all necessary applications for Approvals during the Feasibility Period and thereafter reasonably pursue the issuance of all such Approvals. Buyer will provide periodic progress reports to Seller, not less frequently than monthly, of the status of the Approvals and updates of the permitting timeline and will provide Seller advance notice and the opportunity to attend meetings with regulatory authorities and public hearings relating to the Approvals. Seller agrees to cooperate fully with Buyer to facilitate zoning approvals at the earliest possible date. For all purposes of this Agreement, an Approval shall not be deemed to have been obtained until all appeal periods related thereto have expired. Seller agrees to cooperate, at no cost to Seller (except as expressly set forth in this Agreement), in Buyer's efforts to obtain the Approvals, including executing applications as owner of the Property or authorizing Buyer to make such applications within five (5) Business Days of Buyer's request for such signatures or authorization, provided all information in such application is complete, accurate and consistent with the terms hereof. Notwithstanding anything to the contrary contained herein, the Approval Period shall be deemed to have expired immediately upon Buyer obtaining the Approvals and any unexercised right to terminate this Agreement under this Subsection 8.5.3 of this Subsection 8.5 shall be null and void upon Buyer obtaining such Approvals.

8.5.3 Termination Right. If Buyer is unable to obtain the Approvals, then Buyer shall have the right to cancel this Agreement by written notice to Seller, whereupon the Earnest Money shall be returned to Buyer, and thereafter this Agreement shall be void without recourse to the parties, except for obligations which expressly survive termination. Buyer agrees that the termination right set forth in this Subsection 8.5.3 is solely for Buyer's inability to obtain all necessary Approvals for the Project as determined by Buyer in Buyer's sole discretion and for no other reason. If Buyer fails to exercise the foregoing termination right in the time frames required hereby, time being of the essence, then Buyer shall be deemed to have waived its termination rights under this Subsection 8.5.3 and the Earnest Money shall be deemed nonrefundable except as maybe otherwise provided for herein. If Buyer terminates this Agreement pursuant to the termination right set forth in this Subsection 8.5.3, Buyer shall deliver and assign, to the extent assignable, to Seller all of Buyer's right, title and interest in and to any and all Approvals which have been obtained with respect to the Project together with all applications and plans related thereto (excluding any Proprietary Information), within a reasonable period after such termination date. Buyer and Seller agree to execute and deliver a commercially reasonable form of assignment and assumption in connection therewith; provided, however, any such assignment shall be made by Buyer to Seller without any representation and/or warranty as to the accuracy, completeness, reliability, effect, enforceability and/or assignability of such Approvals or related plans.

8.6 No Opposition. As a material inducement to Seller to enter into this Agreement

with Buyer, Buyer agrees that it will not appeal or oppose, directly or indirectly, the development or operation of all or any portion of any land owned by Seller, its successors, assigns, or its affiliates (other than the Land being acquired by Buyer) except that the foregoing shall not restrict Buyer from opposing the issuance of permits and approvals for the construction and operation of any of the following uses on land owned by Seller, its successors, assigns or affiliates that lies within a distance of 500 feet of the property lines of the Land being acquired by Buyer: (i) bars, nightclubs or similar businesses whose primary source of revenue is the sale of alcoholic beverages; (ii) so called "adult entertainment" businesses, including without limitation, massage parlors, escort services, facilities with nude or partially nude models or dancers, or other retail stores or theaters that feature XXX rated movies, videos or other pornographic materials; or (iii) any use that violates any governmental site approvals or statutory or regulatory restrictions of the State of Nevada, Clark County, the City of Las Vegas, the Nevada Department of Education or the State Public Charter School Authority.

8.7 Covenant to Improve Property. Buyer agrees that, without the prior written consent of Seller, Buyer will not use or permit any successor, assignee or third party to use, the Property for uses other than as a not for profit charter school and ancillary uses operated concurrently with and in conjunction with a not for profit charter school on the Property (the "Approved Uses") until the Approved Uses have been opened for business and operated for at least one (1) business day on the Property. This covenant shall be satisfied, terminated and extinguished upon the recording by Buyer of a copy of a certificate of occupancy for the Approved Uses or an affidavit or other evidence indicating that the Approved Uses have been open and operating on the Real Property for one (1) day. Buyer agrees that any conveyance of all or any portion of the Property by deed, lease or otherwise, to any unaffiliated third party prior to the satisfaction of the foregoing covenant shall be subject to the following: (i) Buyer shall give not less than thirty (30) days prior written notice of such conveyance, and (ii) Buyer shall provide written notice to the transferee of the Property of this provision and shall provide Seller with a written agreement by the transferee to be bound by this covenant. This Subsection 8.7 shall not apply to any mortgagee, construction lender or other lender exercising its rights under any deeds of trusts or other financing liens granted to finance the Project. Buyer agrees that Seller shall have the right to enforce the foregoing covenant by any and all legal or equitable remedies, including, without limitation, injunctive or other relief. This provision shall survive the Closing, but not the termination of this Agreement, and will be binding on successors, assigns and transferees of Buyer.

9. Pre-Closing and Closing Requirements.

9.1 On or before the date that is two Business Days before the Closing Date, Seller shall deliver to the Escrow Agent, to be held by Escrow Agent for the benefit of Buyer:

9.1.1 an executed and acknowledged Special Warranty Deed, in the form attached hereto as **Exhibit "B."**

9.1.2 a certificate of non-foreign status acceptable to Buyer and Escrow Agent, stating that Seller is not a foreign "person" and is a United States "person," as defined in the Internal Revenue Code of 1986, as amended (the "**Code**").

All documents and instruments required by this Subsection 9.1 must be acceptable to Buyer and its legal counsel.

9.2 At the Closing, Buyer shall deliver to the Escrow Agent for the benefit of Seller:

9.2.1 an executed Affidavit of Property Value; and

9.2.2 the balance of the Purchase Price, as required by Subsection 2.2 of this Agreement.

All documents and instruments required by this Subsection 9.2 must be acceptable to Seller and its legal counsel.

9.3 Buyer and Seller shall execute such further closing documents or instruments as may be reasonably necessary or contemplated by this Agreement.

9.4 Exclusive possession of the Property shall be delivered to Buyer at the Closing.

10. **Seller's Representations and Warranties.**

10.1 Seller hereby represents and warrants to Buyer that:

10.1.1 Seller is the owner of 100 percent of fee simple title to the Property and has not conveyed, granted, optioned, assigned or otherwise transferred any estate or interest in the Property to any other party;

10.1.2 To Seller's knowledge, there are no contracts, leases, liens, encumbrances, claims of liens or encumbrances, or any defects, or claims of defects to the title to the Property which do not appear in the Title Report;

10.1.3 To Seller's knowledge, there are no pending or threatened claims, actions, suits or proceedings relating to Seller or the Property which could have an adverse effect on the title to or the use of the Property, or which could interfere with the consummation of this Agreement;

10.1.4 Neither Seller nor the Property is the subject of any bankruptcy, insolvency or probate proceeding;

10.1.5 To Seller's knowledge, there are no condemnation proceedings, special taxes or assessments pending or contemplated by any governmental authority, nor violations of any city, county, state or federal zoning, safety, building, fire or health laws, codes, statutes, ordinances, regulations or rules filed, pending, issued or threatened in regard to the Property;

10.1.6 Seller has paid for all services, labor, materials, rentals, machinery, fixtures and tools furnished with 180 days immediately preceding the Closing and relating in any way to the Property or in connection with any construction, alteration or repair of any structure or improvement on the Property;

10.1.7 Except as disclosed in any Phase 1 Reports delivered by Seller to Buyer, Seller has not received any report, study advisory or notice that the Property, or any adjacent properties, are affected by, contaminated or contain any recognized environmental condition or hazardous materials (as "recognized environmental condition" and "hazardous material" are defined or used in any applicable federal, state or local environmental laws, regulations or ordinances);

10.1.8 Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada, and has full power and authority to enter into and to perform its obligations under this Agreement. The person executing this Agreement on behalf of Seller has full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement;

10.1.9. Each entity action on the part of Seller and its constituents which is required for the execution, delivery and performance by Seller of this Agreement and each of the documents and agreements to be delivered by Seller at the Closing has been duly and effectively taken;

10.1.10 This Agreement and each of the documents and agreements to be delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a court of law or equity);

10.1.11 Neither the execution of this Agreement nor the performance by Seller of its obligations under this Agreement will result in any breach or violation of: (i) to Seller's actual knowledge, the terms of any law, rule, ordinance, or regulation; or (ii) any decree, judgment or order to which Seller or any affiliate or constituent member of Seller is a party now in effect from any court or governmental body. The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under Seller's organizational documents or any indenture, mortgage, lease, agreement or other instrument to which Seller is a party or by which Seller or any of its assets may be bound; and

10.1.12 Seller is not nor will be (i) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") list of restrictions and prohibit persons ("**Prohibited Person**") (which lists can be accessed at the following web address: <http://www.ustreas.gov/offices/enforcement/ofac/>), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224 dated September 23, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; or (iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

10.2. Continuing Disclosure; Survival. Seller further represents and warrants that each of its representations and warranties made herein shall be true and accurate upon execution of this Agreement, throughout the term of the Escrow and at and upon the Closing. If Seller is notified or becomes aware, at any time prior to and including the Closing Date, of any information that would make its representations and warranties made herein materially untrue, inaccurate or misleading, Seller shall immediately notify Buyer and Escrow Agent of the same in writing. Seller's representations and warranties, as made herein, shall survive the Closing and any termination of this Agreement for 180 days following the Close of Escrow.

10.3 Property Maintenance. Seller agrees that it shall not: (i) enter into any leases, lease amendments or other agreements related to the Property with third parties that will not be terminated, discharged or released at or prior to the Closing; (ii) grant any third parties any rights to possession or use of the Property that will not be terminated, discharged or released at or prior to the Closing; or (iii) otherwise encumber the Property in any manner that will not be terminated, discharged or released at or prior to the Closing.

10.4 No Further Warranty. Except as expressly set forth in this Agreement, Buyer acknowledges that: (i) Seller is selling the Property in its "AS IS" and "WHERE IS" condition; and (ii) Seller has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate Buyer for same; (iii) Buyer will undertake all such physical inspections and examinations of the Property as Buyer deems necessary or appropriate under the circumstances, and that based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its agents and officers, and Buyer is and will be fully satisfied that the purchase price is fair and adequate consideration for the Property; (iv) except as expressly set forth in this Agreement and documents at Closing, Seller is not making and has not made any warranty or representation with respect to all or any part of the Property (including, but not limited to, any matters contained in documents made available or delivered to Buyer in connection with this Agreement) as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose. All of the provisions of this Section 10.4 shall survive the Closing and/or termination of this Agreement.

11. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that:

11.1 Buyer is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, is qualified to do business in the State of Nevada and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Buyer have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement;

11.2 Each entity action on the part of Buyer and its constituents which is required for the execution, delivery and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been duly and effectively taken;

11.3 This Agreement and each of the documents and agreements to be delivered by Buyer at the Closing, constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a court of law or equity);

11.4 Neither the execution of this Agreement nor the performance by Buyer of its obligations under this Agreement will result in any breach or violation of: (i) to Buyer's actual knowledge, the terms of any law, rule, ordinance, or regulation; or (ii) any decree, judgment or order to which Buyer or any constituent member of Buyer is a party now in effect from any court or governmental body. The execution and delivery of this Agreement and performance by Buyer of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under Buyer's organizational documents or any

indenture, mortgage, lease, agreement, or other instrument to which Buyer is a party or by which Buyer or any of its assets may be bound; and

11.5 Buyer is not nor will be (i) conducting any business or engaging in any transaction or dealing with any person appearing on the OFAC list of Prohibited Persons, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224 dated September 23, 2001, relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”; or (iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

11.6 Litigation/Bankruptcy. Buyer has not, and no affiliate of Buyer has, filed for bankruptcy protection or made a general assignment for the benefit of creditors and there is no pending litigation that will interfere with Buyer’s ability to perform its obligations hereunder or Seller’s ability to enforce such obligation.

11.7 Continuing Disclosure; Survival. Buyer further represents and warrants that each of its representations and warranties made herein shall be true and accurate upon execution of this Agreement, throughout the term of the Escrow and at and upon the Closing. If Buyer is notified or becomes aware, at any time prior to and including the Closing Date, of any information that would make its representations and warranties made herein materially untrue, inaccurate or misleading, Buyer shall immediately notify Seller and Escrow Agent of the same. Buyer’s representations and warranties, as made herein, shall survive the Closing and any termination of this Agreement for 180 days.

12. Default; Remedies.

12.1 In the event Buyer breaches this Agreement, and such failure continues for five days after written notice of breach is given by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. The Parties hereby agree that the amount of the Earnest Money shall be and constitutes liquidated damages for Buyer’s breach of this Agreement, Buyer and Seller acknowledging and agreeing that it is difficult or impossible to determine the actual damages Seller would suffer as a result of Buyer’s breach of this Agreement and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. In the event of a termination pursuant to this Section 12.1, Buyer shall pay any costs of cancellation required by Escrow Agent. Except as expressly stated otherwise herein, Buyer shall not have any further liability for any obligation created under this Agreement. Seller waives all other rights and remedies arising by reason of Buyer’s breach, except for those that are expressly stated to survive the termination of this Agreement. Notwithstanding anything to the contrary, the foregoing limitations on Seller's remedies shall not apply to Buyer's indemnification obligations set forth in this Agreement.

12.2 In the event Seller breaches this Agreement and such failure continues for five days after written notice of breach is given by Buyer to Seller, Buyer may elect to: (i) terminate this Agreement by written notice to Seller and Escrow Agent, in which event Buyer shall be entitled to the return of its Earnest Money, Seller shall pay any costs of cancellation required by Escrow Agent and Buyer shall be entitled to recover Buyer’s direct, out-of-pocket costs incurred pursuant to this Agreement, including attorneys’ fees; or (ii) proceed with the purchase of the Property, in which event Buyer shall be entitled to specific performance of this Agreement, which election to pursue specific performance of this

Agreement must be made, if at all, within 45 days after Seller's five-day cure period following the notice required in this subsection. The remedies provided in this Subsection 12.2 shall be Buyer's sole remedies and Buyer waives all other rights and remedies arising by reason of Seller's breach, except for those that are expressly stated to survive the termination of this Agreement. Notwithstanding anything to the contrary, the foregoing limitations on Buyer's remedies shall not apply to Seller's indemnification obligations set forth in this Agreement.

13. **Condemnation; Risk of Loss.** In the event of the condemnation (or sale in lieu thereof) of any material part of the Property prior to the Closing, Buyer shall have the right to either: (i) terminate this Agreement by written notice to Seller, in which event Buyer shall be entitled to the return of its Earnest Money and this Agreement shall be of no further force or effect whatsoever; or (ii) elect to receive all awards or payments made for the Property by the condemning authority and to which Seller may have been entitled, and thereupon Close the purchase-and-sale transaction contemplated by this Agreement and pay the Purchase Price as provided herein. In either event, Buyer shall be entitled to its own claim for damages as against the condemning authority for all of Buyer's damages arising from the taking or incurred under this Agreement, including, without limitation, lost profits, loss of property appreciation, costs of feasibility studies, planning associated with the development and use of the Property, costs of cancellation required by Escrow Agent, attorneys' fees and other damages and documented costs incurred. The risk of loss by damage, destruction, casualty or otherwise shall be on Seller until the Closing, and thereafter upon Buyer.

14. **General Provisions.**

14.1 **Notices.** Notwithstanding any contrary provision of the standard-form escrow instructions, all notices required or permitted under this Agreement shall be in writing and shall be deemed received upon personal delivery to Seller, Buyer or Escrow Agent (by hand delivery or courier), three days after being sent by registered or certified United States mail, return receipt requested, postage fully prepaid, or one day after being sent by a reputable, overnight express-mail service, addressed to Escrow Agent or the respective Parties at their respective addresses set forth below, or to such other address as Escrow Agent or either Party shall, from time to time, specify in the manner provided herein:

If to Seller: PRE Rancho Jones LLC
 c/o Eastern Real Estate LLC
 120 Presidential Way, Suite 300
 Woburn, MA 01801
 rmurphy@eastern-re.com

If to Buyer: Mr. Rich Moreno
 Founders Education Legacy, Inc.
 4025 North Rancho Drive
 Las Vegas, Nevada 89130
 nvrch@gmail.com

With copy to: Terry D. Warren, Esq.
 Warren Charter Law, PLC
 7702 East Doubletree Ranch Road
 Suite 300
 Scottsdale, Arizona 85258
 twarren@warrencharterlaw.com

With a copy of all
Notices to:

First American Title Insurance Company
National Commercial Services
2425 E. Camelback Road, S-300
Phoenix, AZ 85016
Tel: 602-567-8111
Fax: 602-567-8101
sfhunter@firstam.com

14.2 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns.

14.3 Tax Reporting. Escrow Agent, as the party responsible for closing the transaction contemplated hereby within the meaning of Section 6045(e)(A) of the Code, shall file all necessary information reports, returns, and statements (collectively, the “**Tax Reports**”) regarding the transaction required by the Code, including, but not limited to, the Tax Reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold Buyer, Seller and their respective attorneys and brokers harmless from and against any and all claims, costs, liabilities, penalties or expenses resulting from Escrow Agent's failure to file the Tax Reports Escrow Agent is required to file pursuant to this Subsection 14.3.

14.4 Brokers. Seller agrees to pay Newmarket Advisors a commission on the purchase and sale of the Property as required by separate agreement. Except for the commission to Newmarket Advisors, each Party represents to the other that they have not used any broker, finder or salesperson in connection with the transaction contemplated by this Agreement. If any other person or entity should assert a claim to a fee, commission or other compensation as a broker, finder or salesperson in connection with this transaction, the Party under whom the broker, finder or salesperson is claiming shall indemnify and hold harmless the other Party against and from any such claim or any action or proceeding brought on such claim (including, without limitation, attorney and witness fees and court costs in defending against such claim).

14.5 Time Periods. Unless expressly stated otherwise, any computation of time periods permitted or required herein stated in “days” shall mean calendar days. Any day which is not a Saturday, Sunday or legal holiday and on which Escrow Agent's offices are open for business is referred to herein as a “Business Day.” The time for performance of any obligation or other action under this Agreement shall be deemed to expire at 6:00 p.m. (local time) on the last day of the applicable time period provided for herein. If the time for performance of any obligation or other action under this Agreement expires on a day which is not a Business Day, the time for performance shall be extended to the next succeeding Business Day.

14.6 Attorney's Fees. If attorneys are engaged, or any action is brought, by either Party in respect of its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court costs, expert witness fees, fees paid to investigators, arbitration costs and costs of appeal.

14.7 Time is of the Essence. Time is of the essence with respect to the performance of all terms, conditions, and provisions of this Agreement.

14.8 Counterparts; Signatures. This Agreement, and any amendments or modifications thereto between Buyer and Seller, may be signed in counterparts, with each counterpart to be deemed an

original and all of which shall constitute the entire document. Facsimile and portable-document-format (“pdf”) signatures shall be fully binding upon the Parties and shall be deemed as if originals.

14.9 Governing Law. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by, the internal, substantive laws of the State of Nevada, without reference to any choice-of-law or conflicts-of-law principles or provisions. Suit to enforce any provision of this Agreement or to obtain any remedy with respect thereto shall be brought in the Clark County District Court, Clark County, Nevada, or the United States District Court, District of Nevada – Las Vegas; and each Party hereto expressly and irrevocably consents to the jurisdiction of said courts.

14.10 Headings and Captions. Captions, headings and subheadings are for the convenience of the reader only and shall not alter the interpretation of any provision or be used in construing this Agreement.

14.11 Severability. To the fullest extent possible each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Agreement is declared entirely void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

14.12 Waivers. The waiver by one Party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement, nor shall it be considered to be a waiver by that Party of any other covenant or condition under this Agreement. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. No waiver shall be binding unless executed in writing, signed by the Party to be bound.

14.13 Survival of Indemnities; Attorneys’ Fees. Notwithstanding any provision contained in this Agreement, it is specifically agreed that all indemnity provisions contained in this Agreement shall survive any rescission or termination (if such indemnities are time limited, to the extent of such limitation) and likewise the provisions of Subsection 14.6, entitled “Attorneys’ Fees,” shall also survive any rescission or termination.

14.14 Entire Agreement: Amendment. This Agreement, together with all exhibits attached to and incorporated herein, is the entire agreement between the Parties covering everything agreed upon or understood in connection with the sale of the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement or in effect between the Parties. No modification or addition may be made to this Agreement except by a written agreement executed by the Parties.

14.15 Assignment. Provided that (a) Buyer is not in default of its obligations under this Agreement beyond any applicable notice and cure period, (b) Buyer provides (i) prior written notice thereof to Seller not less than two (2) Business Days before the Closing Date and (ii) on or before the Closing Date, a fully executed original of an assignment and assumption agreement to Seller, and (c) the proposed assignee is an affiliate of Buyer (defined as an entity that is at least partially owned by Buyer or such individuals or entities that control Buyer and/or which is controlled and/or managed by Buyer or such individuals or entities that control and/or manage Buyer), Buyer shall have the right to assign its rights and delegate its duties under this Agreement; provided, however, that Buyer shall remain liable for

the obligations of the buyer under this Agreement accruing prior to such assignment and in no event shall any assignment delay the Closing Date. Except as set forth in the preceding sentence, Buyer may not assign, transfer or convey its rights or obligations under this Agreement at any time without the prior written consent of Seller, which Seller may withhold in its reasonable discretion.

14.16 1031 Exchange. The Parties agree to cooperate with each other if either or both of them elect to consummate the transaction(s) contemplated by this Agreement as a like-kind exchange of property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "**Exchange**"), which cooperation shall include executing documents therefor, provided that the requesting Party is not in default of its obligations under this Agreement and the following terms and conditions are satisfied: (a) the exchanging Party provides prior written notice to the other Party not less than five (5) Business Days prior to the Closing Date, (b) the exchanging Party provides the other Party with copies of all exchange documents that must be executed by the other Party not less than five (5) Business Days prior to the Closing Date; (c) the non-exchanging Party shall in no way be obligated to pay any facilitator charges, escrow costs, brokerage commissions, title charges, survey costs, recording costs or other charges incurred with respect to the Exchange; (d) in no way shall the Closing be contingent or otherwise subject to the consummation of the Exchange, and the Escrow shall timely Close in accordance with the terms of this Agreement despite any failure, for any reason, to consummate the Exchange; (e) the non-exchanging Party shall have no responsibility or liability to any third party involved in the Exchange; (f) the non-exchanging Party shall not be required to make any representations or warranties nor assume any obligations, including but not limited, incurring any debt, taking title to any other property, expending any sum, or incurring any liability whatsoever in connection with the Exchange; (g) neither Party's rights against the other Party under this Agreement, nor either Party's obligations under this Agreement, shall be reduced or excused in any manner as the result of the Exchange; and (h) the exchanging Party shall indemnify, defend and hold the non-exchanging Party harmless from and against any and all causes, claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, court costs and costs of appeal, as a result of or in connection with the Exchange.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

PRE RANCHO JONES LLC, a Nevada limited liability company

By: Brian Kelly

Printed Name: Brian J. Kelly

Title: Manager

FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation

By: _____

Printed Name: _____

Title: _____

PRE RANCHO JONES LLC, a Nevada limited liability company

By: _____

Printed Name: _____

Title: _____

FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation

By: WR Moreno

Printed Name: W. RICHARD MORENO

Title: Pres

5-13-16

AGREEMENT AND CONSENT BY ESCROW AGENT

First American Title Insurance Company, as Escrow Agent, hereby agrees to: (i) accept the foregoing Purchase Agreement and Escrow Instructions as escrow instructions for the purchase and sale of the Property; (ii) act as Escrow Agent to close the transaction contemplated by this Agreement and to secure title insurance under said Agreement in consideration of its fees normally charged in such transactions; and (iii) be bound by this Agreement in the performance of its obligations as the Escrow Agent.

Dated this ____ day of May 2016.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION

[TO BE ADDED UPON RECEIPT OF TITLE REPORT AND UPDATED SURVEY]

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

When Recorded Mail To:
Terry D. Warren, Esq.
Warren Charter Law, PLC
7702 East Doubletree Ranch Road
Suite 300
Scottsdale, Arizona 85258

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, PRE RANCHO JONES LLC, a Nevada limited liability company (“**Grantor**”), does hereby sell and convey to FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation (“**Grantee**”), the following described real property, situated in Clark County, Nevada described as follows (the “Real Property”):

See **Exhibit “A,”** attached hereto and incorporated herein by this reference.

TOGETHER with all rights and privileges appurtenant thereto, including, without limitation, all tenements, hereditaments and appurtenances, including easements, if any, thereto belonging or appertaining, and any air rights, water rights and stock, reversions, remainders, rents, issues or profits thereof.

SUBJECT TO: current taxes, assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record in the records of the Clark County Recorder, Clark County, Nevada.

AND Grantor hereby binds itself and its respective successors and assigns to warrant and defend the title against all acts of Grantor and no other, subject to the matters referred to above.

Dated this [___] day of [___] 2016.

GRANTOR:

PRE RANCHO JONES LLC, a Nevada limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF CALIFORNIA)
) ss.
County of)

The foregoing instrument was acknowledged before me this [____] day of [____] 2016, by [____], as the [____] of PRE RANCHO JONES LLC, a Nevada limited liability company, on behalf of the company.

Notary Public

My Commission Expires: _____

Exhibit A
(to Special Warranty Deed)

Legal Description

[TO BE ADDED UPON RECEIPT OF TITLE REPORT AND UPDATED SURVEY]

ATTACHMENT 5B- FIRST AMENDMENT PURCHASE & SALE AGREEMENT

**FIRST AMENDMENT TO PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Amendment**"), entered into as of this 7 day of July 2016 (the "**Effective Date**"), by and between **PRE RANCHO JONES LLC** ("**Seller**"), and FOUNDERS EDUCATION LEGACY, INC. ("**Buyer**"). Hereinafter, reference to a "**Party**" shall mean Buyer or Seller, individually and as the context may require, and reference to the "**Parties**" shall mean Buyer and Seller, collectively.

RECITAL:

A. The Parties, who entered into that certain Purchase Agreement and Escrow Instructions having an effective date of May 13, 2016 (the "**Contract**") with regard to the sale and purchase of a parcel of land located near the intersection of North Rancho Drive and North Jones Boulevard, Las Vegas, Clark County, Nevada and being more particularly described in the Agreement, now wish to amend the Agreement as hereinafter provided.

B. To increase the Purchase Price by \$200,000.

C. To increase the acreage of the Land.

D. To allow additional time for the platting period, the Parties now desire to amend the Agreement to extend the Platting Period.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true. Capitalized terms not defined in this Amendment will have the same meanings given to them in the Agreement.

2. The Agreement is amended as follows:

(a) The "**Purchase Price**" shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00).

(b) The "**Land**" will comprise of approximately 7.44 acres of land.

(c) The "**Platting Period**" shall be the period from the execution of this Amendment until the date which is one hundred twenty (120) days hereafter or such earlier date on which the final plat of the Property is approved.

3. The Agreement is in full force and effect and is enforceable in accordance with its terms, neither Party has any knowledge of any default of any covenants of the Agreement and the

Agreement is unmodified, except as expressly set forth in this Amendment. This Amendment may be executed in any number of counterparts and by different Parties to this Amendment on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same Amendment. Any signature electronically delivered by a Party will be deemed to be an original signature. The "**Effective Date**" of this Amendment shall be the date last signed by all of the Parties, without any change or amendment to this Agreement as presented, and delivered to Buyer.

The Parties hereto, intending to be legally bound, have caused this Amendment to be duly executed, which Amendment is effective as of the Amendment Effective Date.

BUYER:

SELLER:

FOUNDERS EDUCATION LEGACY, INC.
a Nevada nonprofit corporation

PRE RANCHO JONES LLC
a Nevada limited liability company

By: WR M Reed
7-6-16

By: Brian Kelly
7-7-16

ATTACHMENT 5C- SECOND AMENDMENT PURCHASE & SALE AGREEMENT

**SECOND AMENDMENT TO PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Amendment**"), entered into as of this 14th day of July 2016 (the "**Effective Date**"), supplements and modifies that certain Purchase Agreement and Escrow Instructions, dated as of May 13, 2016 (the "**Purchase Agreement**"), as amended by the First Amendment to Purchase Agreement and Escrow Instructions, dated as of July 6, 2016 (the "**First Amendment**" and, together with the Purchase Agreement, the "**Agreement**"), by and between PRE RANCHO JONES LLC, a Nevada limited liability company ("**Seller**"), and FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation ("**Buyer**"). Seller and Buyer shall sometimes be referred to herein individually as a "**Party**" and collectively as the "**Parties.**" In the event of any inconsistency between the Agreement and this Amendment, this Amendment shall govern and control.

IN CONSIDERATION of the terms, conditions and premises contained in this Amendment and the Agreement, the following terms and conditions contained in the Agreement are hereby modified, amended, supplemented and/or included as part of the Agreement.

1. **Substitution of Buyer; Novation.** The Parties agree that Founders Academy of Las Vegas, a Nevada public charter school, shall be substituted for all purposes as the "Buyer" under the Agreement and that Founders Education Legacy, Inc., a Nevada nonprofit corporation, shall be immediately and irrevocably released as the Buyer under the Agreement, that all of Founders Education Legacy, Inc.'s rights, duties and obligations under the Agreement shall be novated and Founders Education Legacy, Inc. shall have no further obligations or liabilities whatsoever under the Agreement. The Parties agree that all references to "Buyer" under the Agreement shall mean Founders Academy of Las Vegas, a Nevada public charter school.

2. **State Approval.** Because Founders Academy of Las Vegas is a Nevada public charter school, the Agreement and the consummation of the transaction contemplated by the Agreement is subject to the approval of the Nevada State Public Charter School Authority (the "NSPCSA"). Buyer agrees to provide such approval prior to the expiration of the Feasibility Period. In the event the NSPCSA fails or refuses to approve the Agreement and the consummation of the transaction contemplated by the Agreement, Buyer shall, by written notice transmitted to Seller and Escrow Agent, notify Seller and Escrow Agent that the Agreement is terminated and, upon such notice, the Agreement will terminate and be of no further force or effect whatsoever (excepting only those provisions that expressly survive the termination of this Agreement).

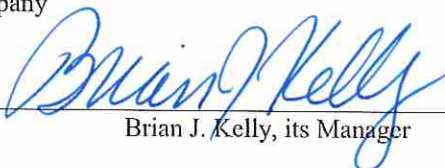
3. **Defined Terms; Ratification of the Agreement.** All defined terms used in this Amendment that are not otherwise defined herein shall have the meanings assigned to such terms in the Agreement. Except as specifically and expressly modified by this Amendment, the Agreement is hereby confirmed, ratified and approved in all other respects.

4. **Miscellaneous.** This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute only one agreement. Facsimile and portable-document-format ("pdf") signatures shall be fully binding upon the Parties and shall be deemed as if originals. The Parties agree that this Amendment satisfies the requirements of Subsection 14.14 of the Agreement and is a valid and enforceable modification to the Agreement.

Dated (and agreed between the Parties to be effective) as of the date first written above.

...
...
...

PRE RANCHO JONES LLC, a Nevada limited liability company


By: 
Brian J. Kelly, its Manager

FOUNDERS EDUCATION LEGACY, INC., a Nevada nonprofit corporation

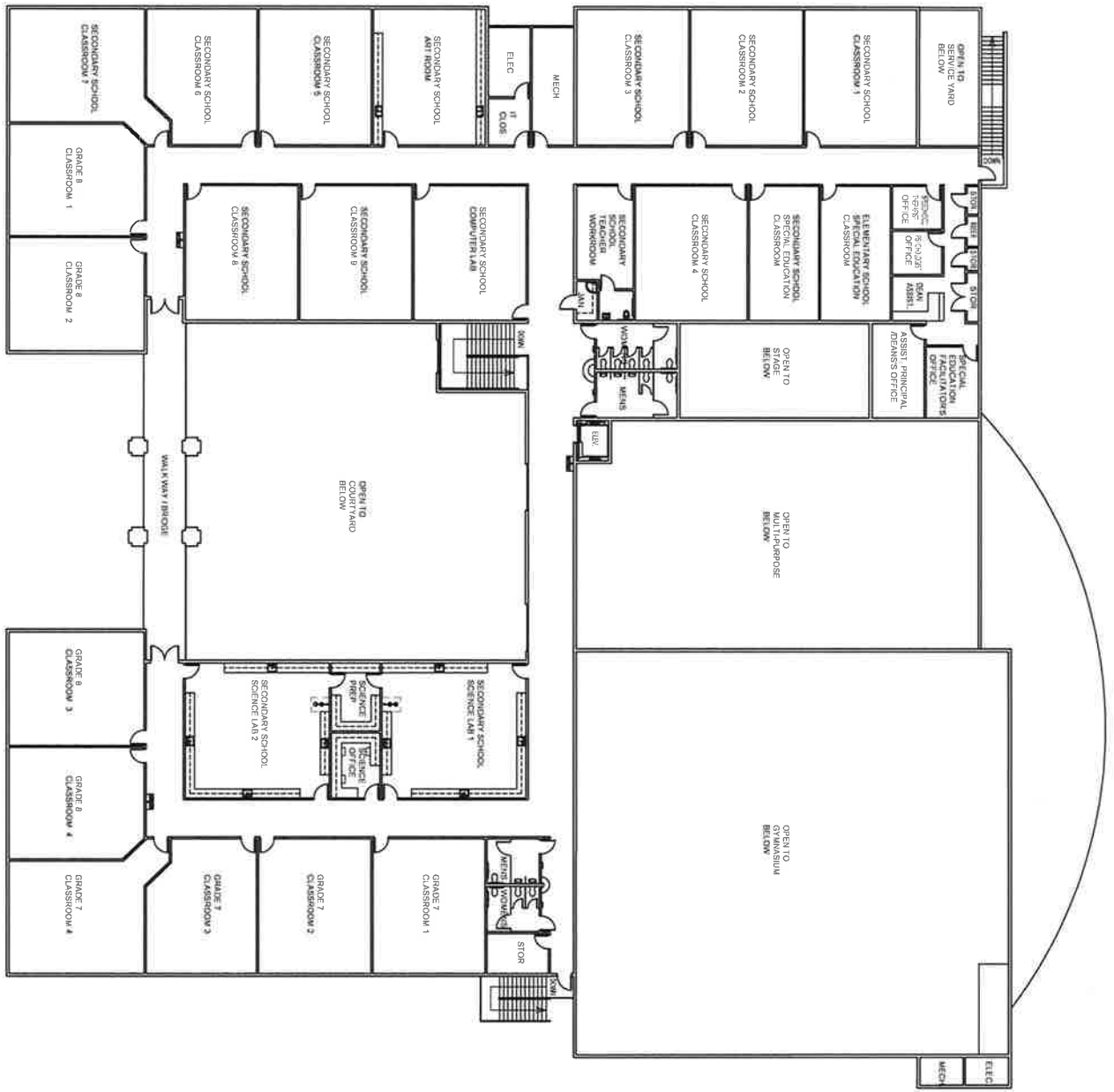
By: 
W. Richard Moreno, its President

AUTHORIZED, APPROVED AND
ACCEPTED BY:

FOUNDERS ACADEMY OF LAS VEGAS,
a Nevada public charter school

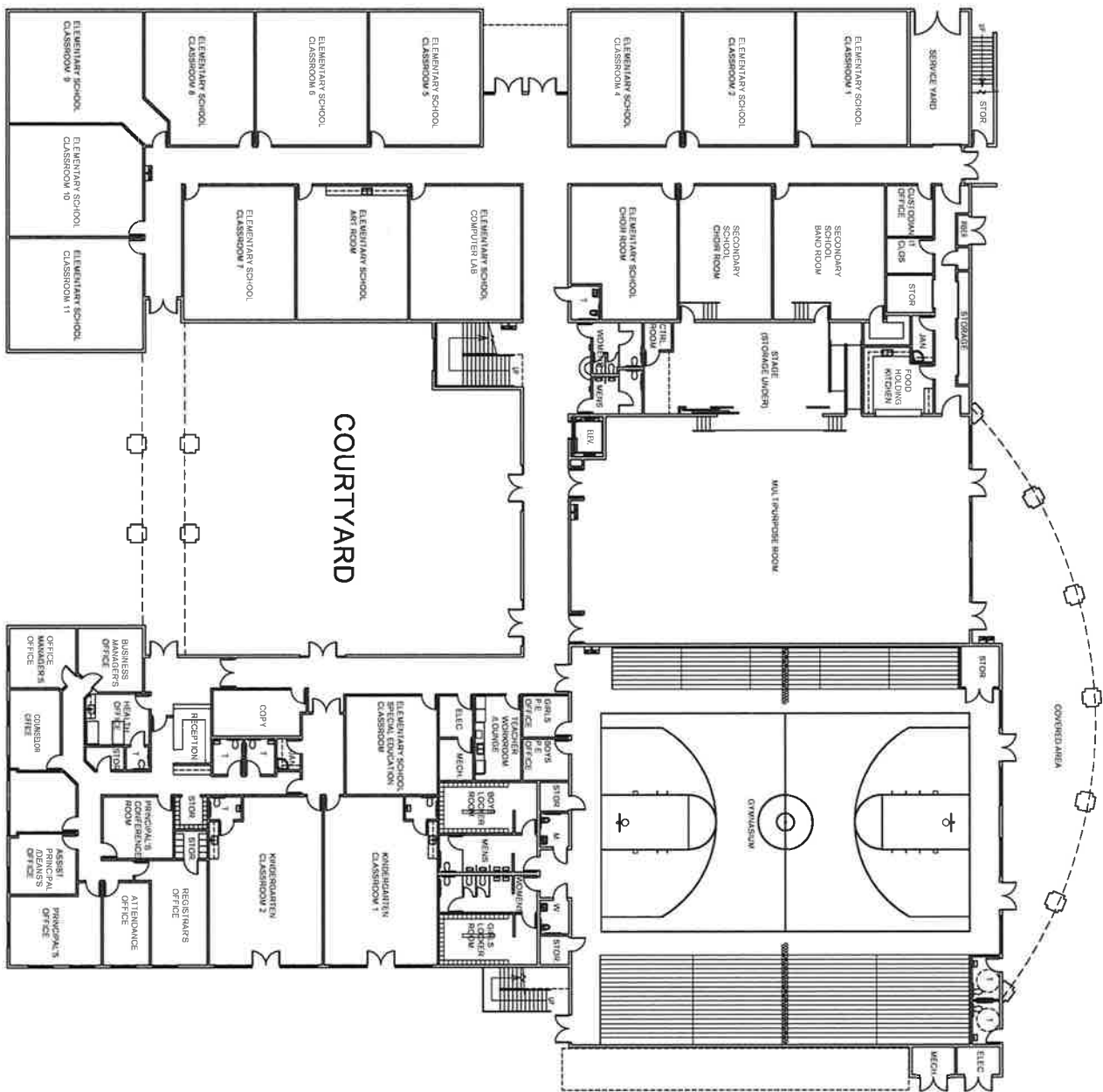
By: 
W. Richard Moreno, its ~~President~~
chair

ATTACHMENT 6 - FLOOR PLAN



SECOND FLOOR PLAN

SCALE: 1/16"=1'-0"



FIRST FLOOR PLAN

SCALE: 1/16"=1'-0"

FIRST FLOOR PLAN 37,762 SF
 SECOND FLOOR PLAN 24,515 SF
 TOTAL 62,277 SF



FLOOR PLANS

FOUNDERS ACADEMY OF LAS VEGAS
 ALEXANDER ROAD
 LAS VEGAS, NV 89108



5075 CAMERON SUITE #H
 LAS VEGAS, NEVADA 89118
 (702) 262-6032, FAX (702) 262-6150
 NEVADA LIC. # 0042596A

CONTRACTOR:

The use of these drawings is limited to the specific project for which they were prepared and for the construction of that project.

LM CONSTRUCTION CO.
 (Company Name)
 # 0042596A
 (Contractors License #)
 Larry Monkovich
 (Plans Prepared By)

(Signature)

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ATTACHMENT 7 - INFORMATION ON LANDOWNER

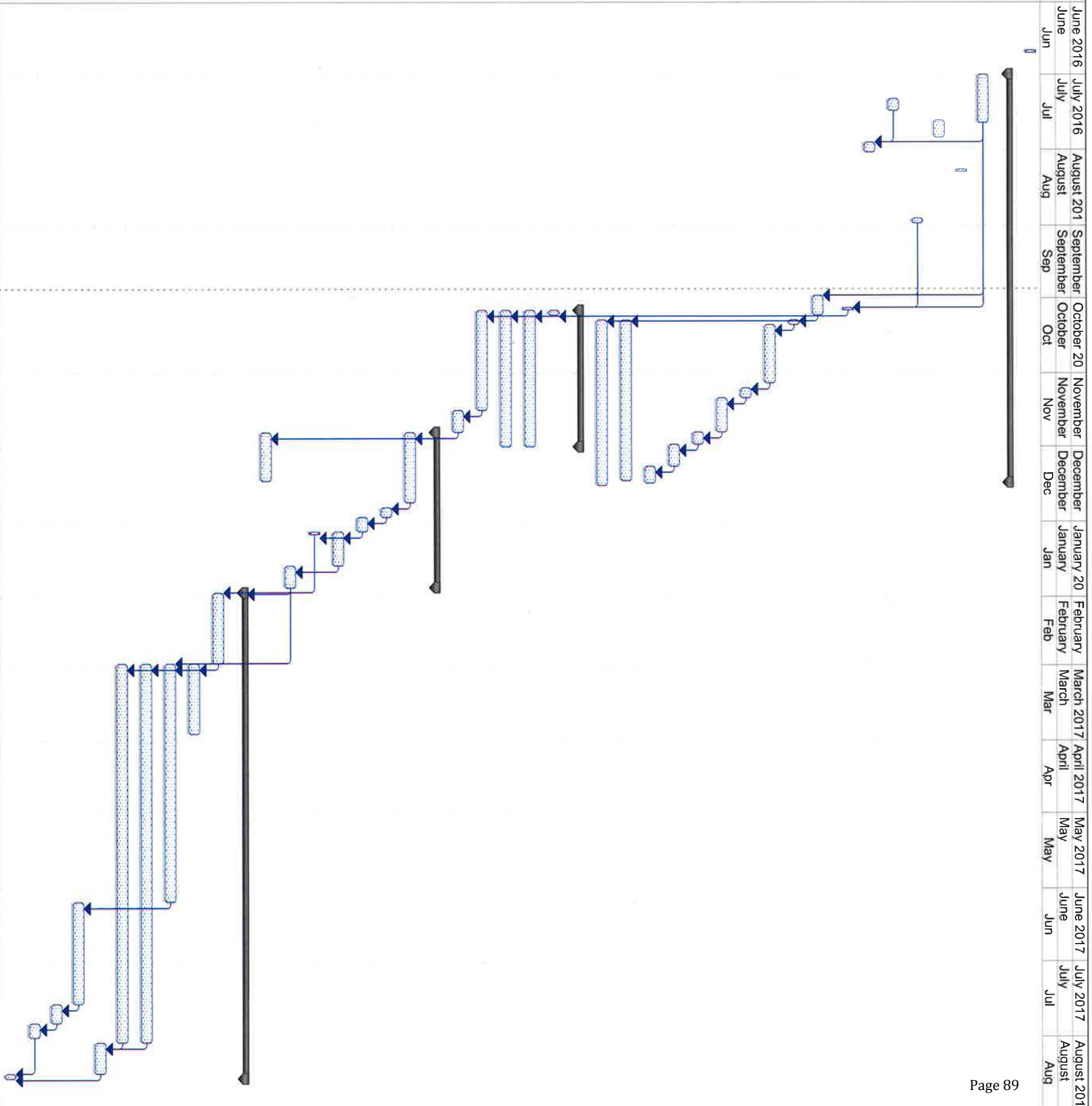
Please see below for information on the current landowner:

**PRE Rancho Jones LLC
c/o Eastern Real Estate LLC
120 Presidential Way, Suite 300
Woburn, MA 01801**

To FALV's knowledge, the landowner is not a relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with FALV.

ATTACHMENT 8A - CONSTRUCTION TIMELINE

ID	Task Name	Duration	Start	Finish	Predecessors	June 2016	July 2016	August 2016	September 2016	October 2016	November 2016	December 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	
1	Pre-Application Meeting with the City	1 day	Tue 6/21/16	Tue 6/21/16		Jun															
2	Civil Engineering	120 days	Fri 7/1/16	Thu 12/15/16																	
3	Submit for Tentative Map - By Seller	14 days	Fri 7/1/16	Wed 7/20/16																	
4	NARA Meeting	1 day	Tue 8/9/16	Tue 8/9/16																	
5	Planning Commission Submittal/Approval	5 days	Wed 7/20/16	Tue 7/26/16																	
6	Engage Civil Engineer	2 days	Mon 8/29/16	Tue 8/30/16																	
7	Voluntary Neighborhood Meeting	5 days	Mon 7/11/16	Fri 7/15/16																	
8	Submit Traffic Study	2 days	Fri 7/29/16	Mon 8/1/16																	
9	City Council Approval	1 day	Wed 10/5/16	Wed 10/5/16																	
10	Initial Drainage Study/Grading Plan	6 days	Fri 9/30/16	Fri 10/7/16	6.3																
11	Submit Drainage Study	2 days	Mon 10/10/16	Tue 10/11/16	10																
12	1st Review of DS by City of Las Vegas	18 days	Wed 10/12/16	Fri 11/4/16	11																
13	Address Comments to Drainage Study	4 days	Mon 11/7/16	Thu 11/10/16	12																
14	2nd Review of DS by City of Las Vegas	10 days	Fri 11/11/16	Thu 11/24/16	13																
15	Address Comments to Drainage Study	3 days	Fri 11/25/16	Tue 11/29/16	14																
16	3rd Review by City of Las Vegas	7 days	Wed 11/30/16	Thu 12/8/16	15																
17	Final Comments and Approval of Drainage Study	5 days	Fri 12/9/16	Thu 12/15/16	16																
18	Water Reclamation Review	48 days	Mon 10/10/16	Wed 12/14/16	10																
19	Las Vegas Valley Water District Review	50 days	Mon 10/10/16	Fri 12/16/16	10																
20	Design Architectural/Structural/M,P&E	40 days	Thu 10/6/16	Wed 11/30/16	9																
21	Architectural Backgrounds to Engineers	2 days	Thu 10/6/16	Fri 10/7/16	9																
22	Structural Plans 100%	40 days	Thu 10/6/16	Wed 11/30/16	9																
23	Architectural Plans 100%	40 days	Thu 10/6/16	Wed 11/30/16	9																
24	M,P & E Plans 100%	29 days	Thu 10/6/16	Tue 11/15/16	9																
25	Internal Plan check w/ Modifications	7 days	Wed 11/16/16	Thu 11/24/16	24																
26	Building Permit Submittal to City	46 days	Fri 11/25/16	Fri 1/27/17	25																
27	Initial Review	21 days	Fri 11/25/16	Fri 12/23/16	27																
28	Correction Letter from LV Building Dept	4 days	Mon 12/26/16	Thu 12/29/16	27																
29	Address Correction Letter(s) & Resubmit changes	4 days	Fri 12/30/16	Wed 1/4/17	28																
30	Final Review	10 days	Thu 1/5/17	Wed 1/18/17	29																
31	Grading Permit Issued	1 day	Thu 1/5/17	Thu 1/5/17	29																
32	Building Permit Issued	7 days	Thu 1/19/17	Fri 1/27/17	30																
33	Bid Process for Entire Project	14 days	Fri 11/25/16	Wed 12/14/16	25																
34	CONSTRUCTION	144 days	Mon 1/30/17	Thu 8/17/17	32																
35	ON SITE CONSTRUCTION (PAD)	21 days	Mon 1/30/17	Mon 2/27/17	31																
36	ON SITE DRAINAGE	21 days	Tue 2/28/17	Tue 3/28/17	35																
37	OFF SITE CONSTRUCTION	70 days	Tue 2/28/17	Mon 6/5/17	32.35																
38	SHELL CONSTRUCTION	112 days	Tue 2/28/17	Wed 8/2/17	35																
39	TENANT IMPROVEMENT CONSTRUCTION	112 days	Tue 2/28/17	Wed 8/2/17	35																
40	STATE FIRE MARSHALL INSPECTION	9 days	Thu 8/3/17	Tue 8/15/17	38.39																
41	PUBLIC WORKS PRE FINAL	30 days	Tue 6/6/17	Mon 7/17/17	37																
42	PUBLIC WORKS FINAL	6 days	Tue 7/18/17	Tue 7/25/17	41																
43	BUILDING FINAL	4 days	Wed 7/26/17	Mon 7/31/17	42																
44	CERTIFICATE OF OCCUPANCY	2 days	Wed 8/16/17	Thu 8/17/17	43.40																



ATTACHMENT 8B - CERTIFICATE OF OCCUPANCY

Certificate of Occupancy

City of Las Vegas, Nevada
Department of Building & Safety

This Certificate issued pursuant to the requirements of the Uniform Building Code indicating that at the time of issuance this structure was in substantial compliance with the various Structural, Fire, and Life Safety Codes of the City regulating building construction or use. Any Certificate of Occupancy presuming to authorize a violation of the code or other ordinance is declared invalid.

Plan Check # L-1749-07

759461

Building Permit No.

07002498

Building Address 4075 N RANCHO DR

Suite No.

III-N

E1, B

Type of Construction

Occupancy Classification

Area:

9334

S.F.

Building Owner's Name:

SPECKMAN DAVID

Owner's Address:

WESTCARE CHARTER SCHOOL

Tenant's Name:

TENANT IMPROVEMENT BUILDOUT - SCHOOL

Description of Use:

Dena Williams

Prepared By:

Date:

DECEMBER 17, 2007

By:

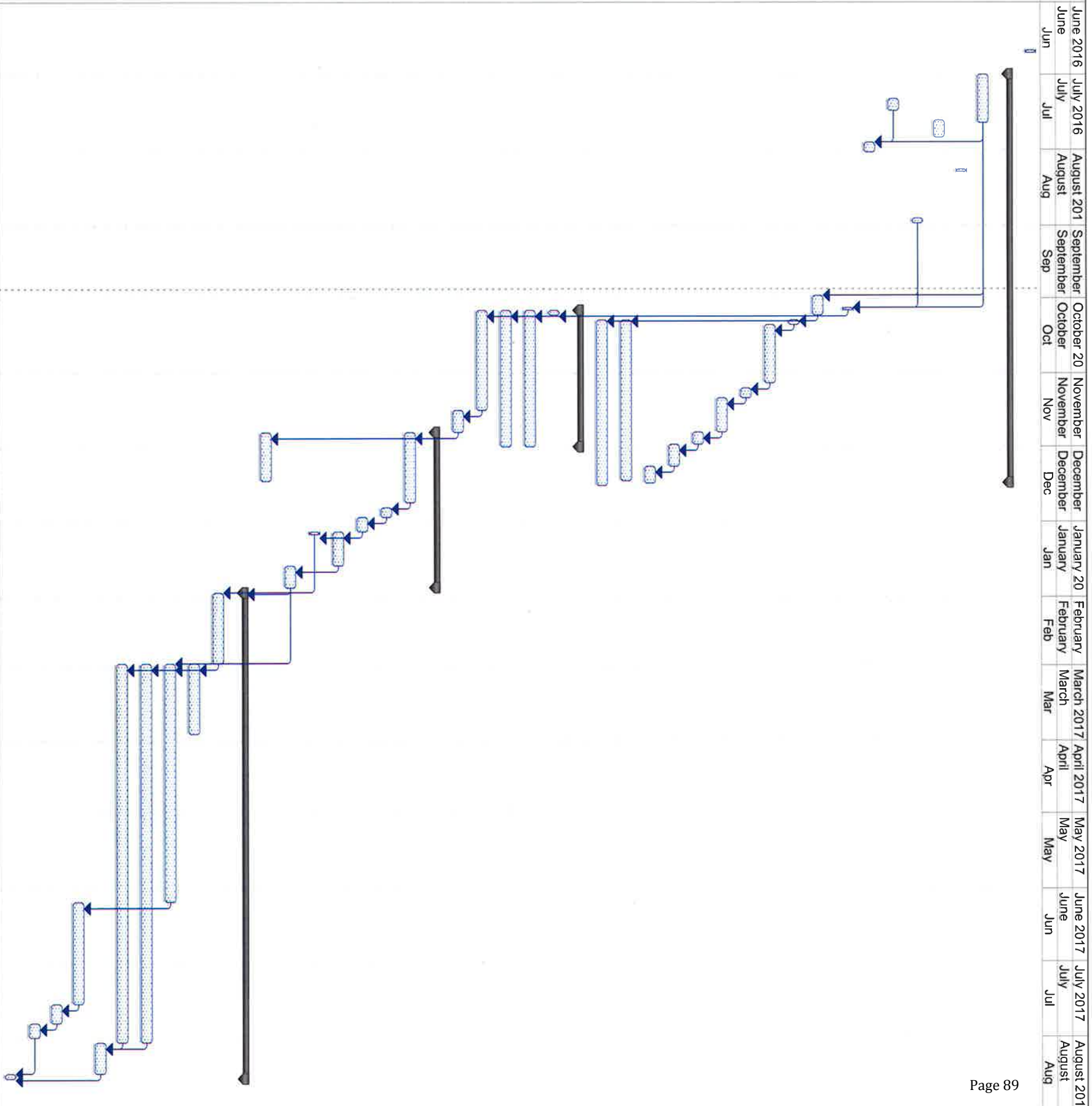
Paul K. Wilkins

Paul K. Wilkins
Building Official

POST IN CONSPICUOUS PLACE

ATTACHMENT 9 - CODE INSPECTION REPORT

ID	Task Name	Duration	Start	Finish	Predecessors	June 2016	July 2016	August 2016	September 2016	October 2016	November 2016	December 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	
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44	CERTIFICATE OF OCCUPANCY	2 days	Wed 8/16/17	Thu 8/17/17	43.40																





DEPARTMENT OF BUILDING & SAFETY-CITY OF LAS VEGAS, NEVADA

FOR INSPECTION CALL 229-2071

Approved Plans Must Be on Job Site During Construction

JOB ADDRESS 4075 N RANCHO DR
 MAP NO. 1819 78 DATE ISSUED 08/10/07
 DESCR. OF WORK TI BUILD-OUT FOR C OF U
 CONTRACTOR WESTCARE WORKS INC
WESTCARE CHARTER SCHOOL
 OWNER _____

DESCRIPTION	TYPE	PERMIT NO.
BUILDING		07002498
Electrical		07002625

NOTICE: DO NOT COVER WORK REQUIRING INSPECTION UNTIL INSPECTION IS MADE. REQUIRED INSPECTION MAY VARY FROM THOSE DESIGNATED BELOW.

INSPECT	DESCRIPTION	APPROVED	DATE
<input type="checkbox"/> 101	FOOTING, LAYOUT, REBAR, ZONING		
<input type="checkbox"/> 201	UNDERGROUND ELECTRIC		
<input type="checkbox"/> 203	UNDERGROUND		
<input type="checkbox"/> 407	MECH./PLBG. INSP. 82 CLV	DHL	8-20-07
<input type="checkbox"/> 103	STEM WALL-FORMS & REBAR		
<input type="checkbox"/> 105	PRE SLAB		
<input type="checkbox"/> 131	WALL GROUT & STEEL		

Pour No Concrete Until Above is Signed

<input type="checkbox"/> 107	ROOF SHEATHING		
<input type="checkbox"/> 109	SHEAR		
<input type="checkbox"/> 220	ROUGH ELECT. INSP. 70 CLV	u	11/13/07
<input type="checkbox"/> 223	LOW VOLTAGE ELECTRIC		
<input type="checkbox"/> 320	MECH./PLBG. INSP. 82 CLV	DHL	10-26-07
<input type="checkbox"/> 420	MECH./PLBG. INSP. 82 CLV	DHL	9-20-07
<input type="checkbox"/> 120	FRAMING BLDG. INSP. 50 CLV	J.S.	10-26-07
<input checked="" type="checkbox"/> 121	FRAMING BLDG. INSP. 50 CLV	J.S.	10-26-07
<input type="checkbox"/> 126	HOOD SHAFT		

Do Not Sheetrock Until Above is Approved

<input type="checkbox"/> 125	DRYWALL NAILING BLDG. INSP. 50 CLV	J.S.	10-29-07
<input type="checkbox"/> 127	CEILING GRID BLDG. INSP. 50 CLV	J.S.	11-13-07
<input type="checkbox"/> 129	EXTERIOR LATH		
<input type="checkbox"/> 405	BUILDING SEWER (YARD LINES)		
<input type="checkbox"/> 240	FINAL ELECTRIC INSP. 70 CLV	u	12/13/07
<input type="checkbox"/> 340	FINAL PLBG. INSP. 82 CLV	DHL	12-13-07
<input type="checkbox"/> 423	FINAL PLBG. INSP. 82 CLV	DHL	12-12-07
<input type="checkbox"/> 440	FINAL PLBG. INSP. 82 CLV	DHL	12-12-07
<input type="checkbox"/> 140	FINAL BUILDING BLDG. INSP. 50 CLV	J.S.	11-17-07
<input type="checkbox"/> 150	OTHER BUILDING BLDG. INSP. 93 CLV	J.S.	11-30-07
<input type="checkbox"/> 225	SIGN INSPECTION		
<input type="checkbox"/> 231	SERVICE CHANGE		
<input type="checkbox"/> 235	EMERGENCY ELECTRICAL INSP. 70 CLV	u	11/30/07
<input type="checkbox"/> 239	POLE/CONST. POWER		
<input type="checkbox"/> 250	OTHER ELECTRICAL		
<input type="checkbox"/> 305	HOOD		
<input type="checkbox"/> 323	MECHANICAL GAS LINE		
<input type="checkbox"/> 350	OTHER MECHANICAL		
<input type="checkbox"/>	III - N 93340		
<input type="checkbox"/>	EI, B School		
	Speckman David		

INSPECT	DESCRIPTION	APPROVED	DATE
<input type="checkbox"/> 401	ON SITE SEWER (MAIN)		
<input type="checkbox"/> 403	ON SITE WATER		
<input type="checkbox"/> 441	IRRIGATION		
<input type="checkbox"/> 450	OTHER PLUMBING		
<input type="checkbox"/> 501	UNDER/ABOVE GROUND TANK		
<input type="checkbox"/> 503	HOOD SYSTEM		
<input type="checkbox"/> 505	UNDERGROUND FINAL/FLOW		
<input checked="" type="checkbox"/> 507	SPRINKLER SYSTEM HYDRO/OVERHD	J.S.	12/12/07
<input checked="" type="checkbox"/> 509	FIRE ALARM SYSTEM	J.S.	12/12/07
<input type="checkbox"/> 513	EXTINGUISHING SYSTEM		
<input type="checkbox"/> 516	MEDICAL GAS		
<input type="checkbox"/> 517	LIQUID PETROLEUM GAS		
<input checked="" type="checkbox"/> 519	SUPERVISION/MONITORING	J.S.	12/10/07
<input checked="" type="checkbox"/> 540	FINAL FIRE	J.S.	12/12/07
<input type="checkbox"/> 543	KICKER/FLUSH (FIRE)		
<input type="checkbox"/> 545	UNDERGROUND HYDRO (FIRE)		
<input type="checkbox"/> 550	OTHER FIRE		
<input type="checkbox"/> 640	FINAL PLANNING		
<input type="checkbox"/> 650	OTHER		
<input type="checkbox"/> 901	POOL PRE-GUNITE		
<input type="checkbox"/> 903	POOL POOL GAS TEST		
<input type="checkbox"/> 905	POOL PRE-DECK		
<input type="checkbox"/> 910	POOL PRE-PLASTER/FINAL		
<input type="checkbox"/> 913	TRAILER		
<input type="checkbox"/> 938	CERT. OF COMPLETION		
<input type="checkbox"/> 939	TEMP CERT OF OCCUPANCY		
<input type="checkbox"/> 940	CERT. OF OCCUPANCY BLDG. INSP. 50 CLV	J.S.	12/17/07
<input type="checkbox"/> 950	OTHER POOL		

Occupancy Approval

Planning Dept. [Signature] 12/14/07
 (229-6301)
 Const. Serv. [Signature]
 (229-6337)
 Fire Serv. [Signature] 12/12/07
 (229-2071)
 Bldg. Dept. [Signature] 12/17/07
 (229-2071)
 James T. Smith

POST THIS CARD ON FRONT OF BUILDING

FOR SCHEDULING ASSISTANCE CALL: 229-6914

BRING HARD CARD WITH FIRE, CONST. SERV. & PLANNING APPROVALS SIGNED OF TO

ATTACHMENT 10 - NOT APPLICABLE

ATTACHMENT 11 - FINANCIAL PLAN

Founders Academy of Las Vegas
Budget Projection 17/18 to 20/21



		2017-18	2018-19	2019-20	2020-21
State Revenue					
3110	Distributive School Account (DSA) Per Pupil	\$3,843,722	\$4,119,464	\$4,305,430	\$4,363,144
3115	Special Education Per Pupil	\$46,652	\$48,051	\$49,493	\$50,977
	295 Kinder Grant	\$108,884	\$112,151	\$112,151	\$112,151
1980	Refund of Prior Year Expenditures	\$0	\$0	\$0	\$0
State Revenue		\$ 3,999,258	\$ 4,279,666	\$ 4,467,074	\$ 4,526,272
Federal Revenue					
		\$0	\$0	\$0	\$0
Local Revenue					
1910	Rent Income	\$80,340	\$82,750	\$85,233	\$85,233
1310	Tuition from Individuals (Kinder Fees)	\$0	\$0	\$0	\$0
1920	Community & Private Sources (Pledges)	\$56,650	\$58,350	\$60,100	\$61,903
6000	SGF Revenue	\$53,953	\$55,572	\$57,239	\$58,956
1510	Interest	\$671	\$675	\$678	\$678
1920	Other Revenues	\$2,500	\$2,500	\$2,500	\$2,500
1940	Book Fees	\$16,357	\$17,490	\$18,254	\$18,491
Local Revenue		\$210,472	\$217,336	\$224,004	\$227,761
Total Revenue		\$ 4,209,730	\$ 4,497,003	\$ 4,691,077	\$ 4,754,033
Certificated Salaries					
101	Teachers' Salaries	\$1,235,155	\$1,274,295	\$1,313,435	\$1,352,575
103	Substitute Teacher Salaries	\$0	\$0	\$0	\$0
104	Licensed Administration Salaries	\$0	\$0	\$0	\$0
106	Other Licensed staff salaries (counselors)	\$53,836	\$53,836	\$53,836	\$53,836
1000	Subtotal	\$ 1,288,991	\$ 1,328,131	\$ 1,367,271	\$ 1,406,411
Classified Salaries					
102	Instructional Aides Salaries	\$90,125	\$90,125	\$90,125	\$90,125
105	Non Licensed Administration Salaries	\$94,760	\$94,760	\$94,760	\$94,760
107	Other Classified Staff	\$210,331	\$210,331	\$210,331	\$210,331
2000	Subtotal	\$ 395,216	\$ 395,216	\$ 395,216	\$ 395,216
Employee Benefits					
230	Public Employees' Retirement System, classified	\$295,410	\$300,890	\$306,369	\$311,849
220	OASDI	\$0	\$0	\$0	\$0
240	Medicare	\$22,025	\$22,592	\$23,160	\$23,727
280	Health & Welfare Benefits	\$240,878	\$244,998	\$249,118	\$253,238
260	State Unemployment Insurance	\$18,919	\$19,487	\$20,071	\$20,673
270	Worker Compensation Insurance	\$14,189	\$14,614	\$15,053	\$15,504
290	Other Benefits	\$0	\$0	\$0	\$0
Subtotal		\$ 591,421	\$ 602,581	\$ 613,772	\$ 624,992
Total Personnel Expenses		\$ 2,275,628	\$ 2,325,928	\$ 2,376,258	\$ 2,426,619
Instruction					
320	Purchased Educational Services	\$352,915	\$363,502	\$374,407	\$385,640
640	Books & reference other than textbooks	\$16,634	\$17,786	\$18,563	\$18,804
641	Textbooks	\$32,960	\$33,949	\$34,967	\$36,716
651	Software	\$4,062	\$4,184	\$4,310	\$4,439
652	Non-capitalized Equipment	\$19,570	\$20,157	\$20,762	\$21,385
653	Web Based Programs	\$0	\$0	\$0	\$0
Subtotal		\$ 426,141	\$ 439,578	\$ 453,009	\$ 466,982
Support Services- General Administration					
310	Administrative Services	\$2,991	\$3,081	\$3,173	\$3,268
330	Training/Development	\$16,143	\$16,627	\$17,126	\$17,640
340	Purchased Financial Services	\$75,000	\$75,000	\$75,000	\$75,000
350	Purchased Technical Services	\$9,270	\$9,548	\$9,835	\$10,130
530	Communications (postage, telephone, data)	\$14,420	\$14,853	\$15,298	\$15,757
540	Advertising	\$2,060	\$2,122	\$2,185	\$2,251
550	Printing & Binding	\$5,150	\$5,305	\$5,464	\$5,628
900	SGF Expenses	\$53,953	\$55,572	\$57,239	\$58,956
610	General Supplies	\$39,140	\$40,314	\$41,524	\$42,769
810	Dues & Fees	\$1,194	\$1,230	\$1,266	\$1,304
832	Interest on Borrowed Funds	\$0	\$0	\$0	\$0
Subtotal		\$ 390,550	\$ 1,209,803	\$ 1,329,834	\$ 1,370,710
Support Services- Operation & Maintenance of Plant					
410	Utilities Other than Energy	\$11,842	\$12,197	\$12,563	\$12,940
420	Cleaning Services	\$26,376	\$27,168	\$27,983	\$28,822
430	Repairs & Maintenance	\$4,635	\$4,774	\$4,917	\$5,065
700	Building Lease Payments	\$0	\$809,787	\$920,067	\$950,900
400	CAM Charges	\$0	\$0	\$0	\$0
442	Rent of Equipment	\$14,783	\$15,226	\$15,683	\$16,153
500	Other Purchased Services	\$22,660	\$23,340	\$24,040	\$24,761
520	Insurance (other than employee)	\$36,050	\$37,132	\$38,245	\$39,393
580	Travel (transportation, meals, lodging)	\$2,353	\$2,423	\$2,496	\$2,571
620	Energy	\$52,530	\$54,106	\$55,729	\$57,401
Subtotal		\$ 390,550	\$ 1,209,803	\$ 1,329,834	\$ 1,370,710
Total Non-Personnel Expenses		\$816,691	\$1,649,381	\$1,782,842	\$1,837,692
Total Expenses		\$3,092,319	\$3,975,309	\$4,159,101	\$4,264,311
Surplus/(Deficit)		\$1,117,411	\$521,693	\$531,977	\$489,722

ATTACHMENT 12 - ACCOUNTABILITY REPORT

Founders Academy of Las Vegas

State Charter School Authority

4025 N. Rancho Drive
Las Vegas, NV 89130
Ph: 702-998-8368, Fax: 702-998-1328

Carol Leavitt, Principal
Grade Levels: 0K-10
Website: www.foundersacademylv.com



2014-2015 School Accountability Report

For more information visit www.nevadareportcard.com

Mission Statement

The mission of Founders Academy of Las Vegas is to train the minds and improve the hearts of young people through a rigorous, classical education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue.

Principal's Highlights

Enthusiasm and a contagious sense of excitement surrounded the opening of the new Founders Academy of Las Vegas.

- Ten elementary teachers were trained in and implemented the RIGGS phonics program for reading in grades K-5.
- More than 80% of the enrolled families attended the first all-school Fall Festival.
- All middle- and high-school students are enrolled in a classical studies program that includes the study of Latin.
- A lottery system is used to enroll students in grades K-6 from a waiting list.
- Jr. Classical League joined the State and National organizations and supports established by-laws and activities of the state and national Latin program.
- All teachers have embraced the classical liberal arts curriculum model as the basis for traditional style instruction.
- Sixth-tenth grade students take advantage of planned club activities that provide for social growth.
- Sixth grade students prepared and presented one classical play each semester for an audience of parents, staff, and community members.
- An all-school student and staff talent show, including patriotic and classical numbers, was presented for families, community members, and staff.

Goals and Objectives

Goal 1

Founders Academy students will increase proficiency testing scores after one year.

Objective(s):

Eighty-percent of students who score below "Proficient" status on Nevada's annual assessment prior to enrolling at Founders Academy will achieve "Proficient" status after one year.

Goal 2

Founders Academy will achieve overall parent satisfaction

Objective(s):

Founders Academy will demonstrate an 80% overall satisfaction rating in an annual survey administered to parents or designated legal guardians of students attending the school during the first academic year.

School Communication Efforts

The philosophy of the school reflects the belief that effective and frequent parent/school communication is relative to student success at every grade level. The school community receives communication in a variety of methods. A beginning of the year course syllabus is prepared and distributed to middle and high school students by teachers. Elementary teachers provide a weekly information sheet to parents regarding grade level curriculum. The principal prepares and distributes to families a weekly "Principal's Notes" containing the school calendar, hot lunch menu, and all information relative to current school issues. The School Handbook is available on-line and contains all school information. The Infinite Campus program is updated weekly for parents to view their student's academic progress. Staff and parents communicate via e-mail on a regular basis as well as through scheduled parent/teacher conferences. Formal parent conferences are held periodically for all grades.

Demographics and Student Information

Data are provided by the Nevada Department of Education from the state student information system. Gender, race/ethnicity, and special student populations are reported as of count day.

	#	Ethnicity														Gender			
		Am In/ AK Native		Asian		Hispanic		Black		White		Pacific Islander		Two or More Races		Male		Female	
		#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
State	459,095	4,649	1.01%	25,276	5.51%	188,701	41.10%	46,667	10.16%	160,997	35.07%	6,220	1.35%	26,585	5.79%	236,666	51.55%	222,429	48.45%
State Public Charter Schools	20,104	186	0.93%	1,118	5.56%	3,861	19.21%	1,836	9.13%	11,503	57.22%	327	1.63%	1,273	6.33%	9,937	49.43%	10,167	50.57%
State Public Charter Schools	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Founders Academy of Las Vegas	433	-	-	14	3.23%	79	18.24%	11	2.54%	282	65.13%	-	-	40	9.24%	228	52.66%	205	47.34%

Data as of: Count Day

** indicates that the data was not available.

'*' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

District totals do not include state or district sponsored charter school data. (2008-Current)

'N/A' indicates that this population was not present.

Special Populations

	#	IEP		ELL		FRL		Migrant	
		#	%	#	%	#	%	#	%
State	459,095	54,312	11.83%	74,889	16.31%	244,120	53.17%	178	0.04%
State Public Charter Schools	20,104	1,577	7.84%	767	3.82%	4,585	22.81%	0	0.00%
State Public Charter Schools	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Founders Academy of Las Vegas	433	26	6.00%	18	4.16%	60	13.86%	0	0.00%

Data as of: Count Day

IEP= Students with disabilities

'*' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

ELL= Students who are English Language Learners

'N/A' indicates that this population was not present.

FRL= Students qualifying for Free/Reduced Price Lunch

** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Student Average Daily Attendance (ADA)

Student Average Daily Attendance (ADA) is the percentage of the school enrollment in attendance on an "average school day" as of the 100th day of school.

	All Students	Am In/ AK Native	Asian	Hispanic	Black	White	Pacific Islander	Two or More Races	IEP	ELL	FRL
State	94.60%	93.40%	96.90%	94.50%	93.60%	94.70%	94.70%	94.70%	93.30%	95.20%	94.30%
State Public Charter Schools	94.40%	94.80%	96.90%	94.70%	95.40%	94.00%	95.80%	95.00%	93.50%	95.80%	92.80%
Founders Academy of Las Vegas	95.70%	-	97.30%	95.50%	92.30%	95.00%	-	96.00%	95.20%	95.60%	93.90%

2014-2015 School Accountability Report

ADA Data as of: First 100 days of instruction

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

'**' indicates that the data was not available.

IEP = Students with disabilities

ELL = Students who are English Language Learners

FRL = Students qualifying for Free/Reduced Price Lunch

District totals do not include state or district sponsored charter school data. (2008-Current)

Transiency, Truancy, and Discipline

	Transiency		Discipline	
	Transiency Rate**	# of Students		
		Habitual Disciplinary Problems	Habitual Truants	
State	26.50%	187	1,788	
State Public Charter Schools	22.60%	54	42	
Founders Academy of Las Vegas	17.40%	-	0	

	# of Incidents (Suspensions or Expulsions)					
	Violence to Students	Violence to Staff	Weapons	Dist. Controlled Substances	Possession/ Use Controlled Substances	Possession/ Use of Alcohol
State	7,098	547	754	150	2,050	350
State Public Charter Schools	143	15	11	0	4	5
Founders Academy of Las Vegas	5	0	0	0	0	0

	# of Incidents Bullying			# of Incidents Cyber Bullying		
	Incidents Reported	Incidents Determined to be so after an Investigation	Incidents Suspension/ Expulsion	Incidents Reported	Incidents Determined to be so after an Investigation	Incidents Suspension/ Expulsion
State	5,158	4,481	932	480	458	166
State Public Charter Schools	254	104	50	27	17	9
Founders Academy of Las Vegas	20	3	0	0	0	0

Data as of: End of school year

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

'**' indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Discipline and Transiency incidents are reported at the school where the action occurred.

**The purpose of some alternative programs is to enroll students for a short period of time until they can reenroll in a comprehensive school; therefore, transiency rates may be greater than 100% or N/A. Data reported as of the end of the school year.

Retention

	K		1		2		3		4		5		6		7		8	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
State	703	2.10%	905	2.40%	413	1.10%	226	0.60%	136	0.40%	52	0.20%	368	1.10%	524	1.50%	489	1.40%
State Public Charter Schools	-	-	-	-	-	-	-	-	-	-	-	-	11	0.60%	13	0.80%	-	-
Founders Academy of Las Vegas	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Data as of: Count Day

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

'**' indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Because of the changes in law (NAC 387.659) in 2009-2010 that affected the way credit deficient students are identified, results prior to this date and post this date cannot be compared.

Credit Deficiency

	9		10		11		12	
	#	%	#	%	#	%	#	%
State	281	0.80%	4,064	11.80%	5,521	16.60%	5,791	18.20%
State Public Charter Schools	94	7.40%	129	12.80%	113	11.40%	125	12.60%
Founders Academy of Las Vegas	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Data as of: Count Day

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Because of the changes in law (NAC 387.659) in 2009-2010 that affected the way credit deficient students are identified, results prior to this date and post this date cannot be compared.

Student/Teacher Ratio

	All Schools#	Kindergarten++	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade
State	23:1	21:1	21:1	21:1	23:1	28:1	28:1	21:1	13:1	12:1
State Public Charter Schools	22:1	34:1	25:1	26:1	25:1	25:1	26:1	14:1	14:1	11:1
Founders Academy of Las Vegas	27:1	33:1	27:1	24:1	27:1	25:1	27:1	+	+	+

Data as of: December 1st

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

"+" Teachers may serve multiple grade levels as needed. Student/Teacher Ratio is reported for the school as a whole.

"++" Kindergarten ratios are based on the number of classes, not teachers.

District totals do not include state or district sponsored charter school data. (2008-Current)

Average Class Size

Average Class Size is listed for all classes where students rotate to different teachers for different subjects.

	English	Mathematics	Science	Social Studies
State	22	23	25	25
State Public Charter Schools	17	17	18	18
Founders Academy of Las Vegas	16	7	14	18

Data as of: December 1st

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'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Dropout Rate: Class of 2014

	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12
	%	%	%	%	%	%
State	0.82	1.49	1.27	1.69	2.45	1.83
State Charters	1.02	4.01	4.95	5.60	4.97	4.84

Dropout Rate: Class of 2014

	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12
	%	%	%	%	%	%
Founders Academy of Las Vegas	0.00	0.00	0.00	NA	NA	0.00

Data as of: Previous School Year

'-' Indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present

'**' indicates that the data was not available.

Data in grade 9-12 excludes pupils:

who successfully completed HSE assessment

who are enrolled in approved courses for an adult standard diploma

withdrew from school to attend another school.

Data is not displayed for a group where enrollment information is missing.

Nevada System of Higher Education (NSHE) (Fall 2014)

Students enrolled in remedial courses within the Nevada System of Higher Education (NSHE) do not reflect all graduates. Some graduates do not attend college or they attend college out of state.

	# Enrolled	# Remediated	% Remediated
State	9,451	3,919	41.50%
State Public Charter Schools	119	32	26.90%
Founders Academy of Las Vegas	N/A	N/A	N/A

Data as of: End of school year

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

'N/A' indicates that this population was not present.

'**' indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

Graduation Rate: Class of 2014

	Gender		Ethnicity							Total
	Female	Male	Am In/ AK Native	Asian	Black	Hispanic	Two or More Races	Pacific Islander	White	Graduation Rate
	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	Graduation Rate	
State	73.58%	66.56%	52.33%	84.33%	53.87%	64.59%	75.65%	73.94%	76.91%	70.00%
State Public Charter Schools	58.37%	48.53%	-	83.33%	52.70%	55.86%	47.73%	52.63%	53.06%	54.01%

'-' indicates data not presented for groups fewer than 10.

'N/A' indicates that this population was not present.

'**' indicates that the data was not available.

For further explanation on cohort graduation indicators and other terminology, please see the glossary section.

Cohort Graduation Rate is lagging data, which means that for 2012-2013 Report Card, data from 2011-2012 school year (class of 2012) is being reflected. Likewise, in the 2011-2012 Report Card, data from 2010-2011 (class of 2011) school year is reflected.

High School Completion Indicators: Class of 2014

	Adjusted Diploma		Adult Diploma		Advanced Diploma		Certificates of Attendance and HSE+		Standard Diploma		HSE	
	#	%	#	%	#	%	#	%	#	%	#	%
State	1,145	4.50%	506	2.00%	7,069	28.00%	28	0.10%	16,083	63.70%	84	0.30%
State Public Charter Schools	-	-	-	-	80	14.90%	-	-	416	77.60%	-	-

'-' indicates data not presented for groups fewer than 10.

'N/A' indicates that this population was not present.

'**' indicates that the data was not available.

For further explanation on cohort graduation indicators and other terminology, please see the glossary section.

Cohort Graduation Rate is lagging data, which means that for 2012-2013 Report Card, data from 2011-2012 school year (class of 2012) is being reflected. Likewise, in the 2011-2012 Report Card, data from 2010-2011 (class of 2011) school year is reflected.

Summary of Standards-Based Test Performance

Nevada uses criterion referenced tests (CRTs) and the High School Proficiency Exam (HSPE) to measure student achievement relative to Nevada's academic standards. For grade specific assessment results and other assessment information, refer to the Nevada Report Card Website at www.nevadareportcard.com.

ED = Percentage of students performing in the lowest range of achievement (Emergent/Developing)

AS = Percentage of students performing in the Approaches Standards range of achievement

MS = Percentage of students performing in the Meets Standards range of achievement

ES = Percentage of students performing in the highest range of achievement (Exceeds Standards)

K-8 assessment data: Reading, Writing, and Mathematics data are from NAA. Science data is from CRT and NAA.

9-12 assessment data: Reading, Writing, Mathematics and Science data are Grade 11 HSPE and NAA.

K-8	Reading				Writing				Mathematics				Science			
	ED	AS	MS	ES	ED	AS	MS	ES	ED	AS	MS	ES	ED	AS	MS	ES
State	18%	24%	39%	19%	49%	19%	21%	11%	13%	39%	39%	9%	16%	23%	40%	21%
State Public Schools	-	-	-	-	N/A	N/A	N/A	N/A	-	-	-	-	11%	18%	44%	28%
Founders Academy of Las Vegas	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4%	8%	51%	38%

Data as of: December 1st

*** indicates that the data was not available.

'-' indicates data not presented for groups fewer than 10. This data is suppressed due to FERPA regulations.

District totals do not include state or district sponsored charter school data. (2008-Current)

'N/A' indicates that this population was not present.

Per-Pupil Expenditures 2013-2014

The Nevada Department of Education in consultation with In\$ite adjusted the formula used to calculate per pupil expenditures beginning with the 2009-2010 Annual Reports of Accountability. Therefore, we have two appropriate comparisons sets; comparisons 2003-04 SY through 2008-09 SY and comparisons of 2009-10 SY and forward.

State Charters Total Cost Per Pupil = \$5994 District Total Cost Per Pupil = \$8576

	Instruction		Instruction Support		Operations		Leadership		Total Expenditures	
	\$	%	\$	%	\$	%	\$	%	\$	%
State	\$5,023.00	58.60%	\$931.00	10.90%	\$1,959.00	22.80%	\$663.00	7.70%	\$8,576.00	100.00%
State Public Charter Schools	\$4,307.00	71.90%	\$402.00	6.70%	\$734.00	12.20%	\$551.00	9.20%	\$5,994.00	100.00%

'N/A' indicates that this population was not present.

Schools only showing up with \$0 are new and data was not collected for prior year.

*** indicates that the data was not available.

NDE in consultation with In\$ite adjusted formula used to calculate per pupil expenditures with the Annual Reports of Accountability, rendering comparisons between the year and past years data.

District totals do not include state or district sponsored charter school data. (2008-Current)

Personnel Information

Classes Not Taught by Highly Qualified Teachers

Highly qualified teachers hold a minimum of a bachelor's degree, are licensed to teach in the State of Nevada, and have demonstrated competence in their teaching area. Data were obtained from the Office of Teacher Licensure as of May 2015.

	English/ Reading/ Lang. Arts	Mathematics	Science	Social Studies	Foreign Languages	Arts	Elementary	Poverty Level
	%	%	%	%	%	%	%	
State	7.10%	7.10%	6.90%	5.00%	2.50%	1.00%	6.30%	
State Public Charter Schools	2.90%	2.20%	9.00%	13.60%	0.00%	7.70%	4.70%	
Founders Academy of Las Vegas	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	L

Teacher Data as of: May 1st (2008-Current)

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

(H) = High Poverty School - defined as being within the bottom quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

(L) = Low Poverty School - defined as being within the top quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

Teacher ADA and Licensure Information

	Average Daily Attendance	Teachers Providing Instruction		
		# Pursuant to NRS 391.125	# Pursuant to Waiver	# w/ o Endorsement
State	95.70%	0	354	216
State Public Charter Schools	96.50%	0	2	48
Founders Academy of Las Vegas	96.30%	0	0	1

Teacher Data as of: May 1st (2008-Current)

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008-Current)

(H) = High Poverty School - defined as being within the bottom quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

(L) = Low Poverty School - defined as being within the top quartile throughout the state of percentages of students who qualify for free or reduced-price lunch

Parent/Teacher Conference Attendance

	Accountability Year	Parent/ Teacher Conference Attendance
Founders Academy of Las Vegas	2015	93.00%

Data as of: Fall

'N/A' indicates that this population was not present.

*** indicates that the data was not available.

District totals do not include state or district sponsored charter school data. (2008- Current)

School NSPF Results: Not Rated

Founders ES

Information on the ratings or rankings of schools in the Nevada School Performance Framework (NSPF) can be found via the Nevada School Performance Framework website at <http://nspf.doe.nv.gov/>

Due to its unique configuration and mission, currently the performance of this school cannot be meaningfully measured using the Nevada School Performance Framework (NSPF).

In the future, this school may qualify to be rated using the Alternative School Rating Framework (ASRF). Beginning in the 2013-2014 school reporting year, qualifying schools will be rated using the ASRF. ASRF rating determinations will be based on a qualified school's progress in meeting the goals and objectives of its school performance plan as measured by outcomes approved within the ASRF.

School NSPF Results: Not Rated

Founders MS

Information on the ratings or rankings of schools in the Nevada School Performance Framework (NSPF) can be found via the Nevada School Performance Framework website at <http://nspf.doe.nv.gov/>

Due to its unique configuration and mission, currently the performance of this school cannot be meaningfully measured using the Nevada School Performance Framework (NSPF).

In the future, this school may qualify to be rated using the Alternative School Rating Framework (ASRF). Beginning in the 2013-2014 school reporting year, qualifying schools will be rated using the ASRF. ASRF rating determinations will be based on a qualified school's progress in meeting the goals and objectives of its school performance plan as measured by outcomes approved within the ASRF.

School NSPF Results: Not Rated

Founders HS

Information on the ratings or rankings of schools in the Nevada School Performance Framework (NSPF) can be found via the Nevada School Performance Framework website at <http://nspf.doe.nv.gov/>

Due to its unique configuration and mission, currently the performance of this school cannot be meaningfully measured using the Nevada School Performance Framework (NSPF).

In the future, this school may qualify to be rated using the Alternative School Rating Framework (ASRF). Beginning in the 2013-2014 school reporting year, qualifying schools will be rated using the ASRF. ASRF rating determinations will be based on a qualified school's progress in meeting the goals and objectives of its school performance plan as measured by outcomes approved within the ASRF.

Note: District totals do not include state or district sponsored charter school data.

The development of this annual state accountability report is a joint effort among the Nevada Department of Education and Nevada school districts. This report is provided to the public as required by the federal No Child Left Behind Act and NRS 385.347. A comprehensive listing of all accountability data, including student test data, may be accessed on the Nevada Annual Reports of Accountability website at www.nevadareportcard.com.

ATTACHMENT 13 - CONFLICT OF INTEREST POLICY



Founders Academy of Las Vegas

Conflict of Interest Policy

Purpose:

The purpose of the conflict of interest policy is to protect Founders Academy of Las Vegas' interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Founders Academy of Las Vegas or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Definitions:

1. Interested Person-

Any director, principal officer, key employee or member of a committee, or Governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest-

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which Founders Academy of Las Vegas has a transaction or arrangement.
- b. A compensation arrangement with Founders Academy of Las Vegas or with any entity or individual with which Founders Academy of Las Vegas has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which Founders Academy of Las Vegas is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

Procedures:

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Governing Board and members of committees considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Governing Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board meeting but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the Governing Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Governing Board shall determine whether Founders Academy of Las Vegas can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board shall determine by a majority vote of the disinterested Governing Board whether the transaction or arrangement is in Founders Academy of Las Vegas' best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the Governing Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If after hearing the member's response and after making further investigation as warranted by the circumstances, the Governing Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action and/or up to immediate termination.

Records of Proceeding:

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present and the governing board of director's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Annual Statements:

Each Governing Board member shall annually sign a statement that affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and

Periodic Reviews:

To ensure Founders Academy of Las Vegas operates in a manner consistent with the Conflict of Interest Policy periodic reviews shall be conducted. The periodic reviews, shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to Founders Academy of Las Vegas written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in impermissible private benefit.

When conducting the periodic reviews as provided for in this policy, Founders Academy of Las Vegas may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Governing Board of its responsibility for ensuring periodic reviews are conducted.

**Founders Academy of Las Vegas:
Board Chairman Conflict of Interest Acknowledgement**

I, _____, Board Chairman of Founders Academy of Las Vegas hereby certify that as of the date that this certification is made and except as fully described in the signed statement attached hereto:

1. That I do not have and am aware that it is impermissible for me to have a financially beneficial relationship resulting in excess benefit transaction with any competitor, client, supplier or subordinate of Founders Academy of Las Vegas which impairs my ability to exercise good judgment on behalf of Founders Academy of Las Vegas, creating an actual or potential conflict of interest. I understand this includes family relationship by virtue of blood (i.e. grandparents, parents, brothers, sisters and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, director, board member or partner.
2. That I have not and will not receive any compensation from the parties mentioned above for any services as an officer, board member or authorized agent or otherwise.
3. That if any of the types of relationships or situations described above should arise, I will immediately and fully disclose (not to exceed 10 business days) the relevant circumstances to an immediate supervisor or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists.
4. That if an actual or potential conflict is determined, Founders Academy of Las Vegas may take whatever corrective action appears appropriate according to the circumstances and that failure to disclose facts shall constitute grounds for disciplinary action and/or up to termination.
5. That I have received and fully read Founders Academy of Las Vegas' Conflict of Interest Policy. I understand Founders Academy of Las Vegas' Conflict of Interest Policy and accept and agree to comply with the information contained within Founders Academy of Las Vegas' Conflict of Interest Policy

Print Name

Signature

Date

Conflict of Interest Policy Board Approved On



Founders Academy of Las Vegas: Conflict of Interest Acknowledgement

I, _____, _____, of Founders Academy of Las Vegas hereby acknowledge that I have received a copy of the Conflict of Interest Policy. I have read and understand the Conflict of Interest Policy and I agree to comply with the Conflict of Interest Policy.

Print Name

Signature

Date

ATTACHMENT 14 - ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

Organizational Chart

