



NOTICE OF PUBLIC MEETING of the Board of Directors of SOMERSET ACADEMY OF LAS VEGAS

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF SOMERSET ACADEMY OF LAS VEGAS, A PUBLIC CHARTER SCHOOL, WILL CONDUCT A PUBLIC MEETING ON FEBRUARY 27, 2023 BEGINNING AT 6:00 P.M. AT 7038 SKY POINTE DR., LAS VEGAS, NV 89131. THE PUBLIC IS INVITED TO ATTEND.

ATTACHED HERETO IS AN AGENDA OF ALL ITEMS SCHEDULED TO BE CONSIDERED. UNLESS OTHERWISE STATED, THE BOARD CHAIRPERSON MAY 1) TAKE AGENDA ITEMS OUT OF ORDER; 2) COMBINE TWO OR MORE ITEMS FOR CONSIDERATION; OR 3) REMOVE AN ITEM FROM THE AGENDA OR DELAY DISCUSSION RELATING TO AN ITEM.

REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMMODATE PHYSICALLY DISABLED PERSONS DESIRING TO ATTEND OR PARTICIPATE IN THE MEETING. ANY PERSONS REQUIRING ASSISTANCE MAY CONTACT DENA THOMPSON AT (702) 431-6260 OR DENA.THOMPSON@ACADEMICANV.COM TWO BUSINESS DAYS IN ADVANCE SO THAT ARRANGEMENTS MAY BE CONVENIENTLY MADE.

THE MEETING AGENDA, SUPPORT MATERIALS, AND MINUTES ARE AVAILABLE AT 6630 SURREY ST, LAS VEGAS, NV 89119, VIA EMAIL AT DENA.THOMPSON@ACADEMICANV.COM, OR BY VISITING THE SCHOOL'S WEBSITE AT [HTTPS://SOMERSETACADEMYOFLASVEGAS.COM/](https://somersetacademyoflasvegas.com/) FOR COPIES OF THE MEETING AUDIO, PLEASE EMAIL DENA.THOMPSON@ACADEMICANV.COM.

PUBLIC COMMENT MAY BE LIMITED TO THREE MINUTES PER PERSON AT THE DISCRETION OF THE CHAIRPERSON. **PLEASE EMAIL DENA.THOMPSON@ACADEMICANV.COM TO SUBMIT OR SIGN UP FOR PUBLIC COMMENT IN ADVANCE.** PUBLIC COMMENT CAN ALSO BE MADE IN PERSON AT THE MEETING.



We prepare students to excel in academics and attain knowledge through life-long learning by dedicating ourselves to providing Equitable, high-quality education for all students. We promote a culture that maximizes student achievement and fosters the development of accountable 21st Century learners in a safe and enriching environment.

Board of Directors

TRAVIS MIZER – *Board Chair*

SARAH MCCLELLAN – *Board Vice Chair*

LENORA BREDSGUARD – *Board Secretary*

WILL HARTY – *Board Treasurer*

CODY NOBLE – *Board Member*

JOHN BENTHAM – *Board Member*

RENEE FAIRLESS – *Board Member*

MEETING OF THE BOARD OF DIRECTORS FEBRUARY 27, 2023

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. 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.)



3. CONSENT AGENDA (FOR POSSIBLE ACTION) *(ALL ITEMS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER OR MEMBER OF THE PUBLIC SO REQUESTS, IN WHICH CASE THE ITEM(S) WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED ALONG WITH THE REGULAR ORDER OF BUSINESS.)*

- a. APPROVAL OF MINUTES FROM THE JANUARY 6, 2023 BOARD MEETING
- b. ACCEPTANCE OF THE FY23 MCKINNEY VENTO FUNDING
- c. APPROVAL OF RECOMMENDATIONS FROM THE FINANCE COMMITTEE
 1. SCHOOL FINANCIAL PERFORMANCE (NOT FOR ACTION)
 2. APPROVAL OF TEMPORARY PRICE INCREASE AMENDMENT FOR THE NATIONAL SCHOOL LUNCH PROGRAM

4. ANNUAL MEETING

- a. ANNUAL ELECTION OF BOARD OFFICERS (FOR POSSIBLE ACTION)

5. ACTION & DISCUSSION ITEMS

(ACTION MAY BE TAKEN ON THOSE ITEMS DENOTED "FOR POSSIBLE ACTION")

- a. SOMERSET PRINCIPAL REPORTS (FOR DISCUSSION)
 - ACADEMIC PROGRESS REPORTS
 - CAMPUS UPDATES
- b. REVIEW AND APPROVAL OF THE 2023/2024 MAXIMUM ENROLLMENT (FOR POSSIBLE ACTION)
- c. REVIEW AND APPROVAL OF THE SOMERSET ACADEMY OF LAS VEGAS ACADEMIC CALENDAR FOR THE 2023/2024 SCHOOL YEAR (FOR POSSIBLE ACTION)
- d. APPROVAL OF EOC 10% WEIGHTS FOR HIGH SCHOOL CORE COURSES (FOR POSSIBLE ACTION)

6. ANNOUNCEMENTS AND NOTIFICATIONS

7. MEMBER COMMENT

8. 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.)

9. ADJOURN MEETING



THIS NOTICE AND AGENDA HAS BEEN POSTED ON OR BEFORE 9 A.M. ON THE THIRD WORKING DAY BEFORE THE MEETING AT THE FOLLOWING LOCATIONS:

- 1) SOMERSET ALIANTE CAMPUS – 6475 VALLEY DR., NORTH LAS VEGAS, NV 89084
- 2) SOMERSET LONE MOUNTAIN CAMPUS – 4491 N. RAINBOW BLVD., LAS VEGAS, NV 89108
- 3) SOMERSET LOSEE CAMPUS – 4650 LOSEE ROAD, NORTH LAS VEGAS, NV 89081
- 4) SOMERSET NORTH LAS VEGAS CAMPUS – 385 W. CENTENNIAL PKWY, NORTH LAS VEGAS, NV 89084
- 5) SOMERSET SKY POINTE CAMPUS – 7038 SKY POINTE DR., LAS VEGAS, NV 89131
- 6) SOMERSET SKYE CANYON CAMPUS – 8151 N. SHAUMBER ROAD, LAS VEGAS, NV 89166
- 7) SOMERSET STEPHANIE CAMPUS – 50 N. STEPHANIE ST., HENDERSON, NV 89074
- 8) [HTTPS://SOMERSETACADEMYOFLASVEGAS.COM/](https://somersetacademyoflasvegas.com/)
- 9) [HTTPS://NOTICE.NV.GOV/](https://notice.nv.gov/)

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**
AGENDA ITEM: **3 – CONSENT AGENDA**
NUMBER OF ENCLOSURES: **0**

SUBJECT: CONSENT AGENDA

ACTION
 CONSENT AGENDA
 INFORMATION
 PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE THE ITEMS FOR ACTION ON THE CONSENT AGENDA.

FISCAL IMPACT:

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **2-3 MINUTES**

BACKGROUND: SUPPORT MATERIALS AND/OR BACKGROUND HAS BEEN PROVIDED TO THE BOARD. ALL ITEMS ON THE CONSENT AGENDA WHICH ARE FOR ACTION CAN BE APPROVED IN ONE MOTION; HOWEVER, INDIVIDUAL ITEMS MAY BE TAKEN OFF THE CONSENT AGENDA IF THE BOARD DEEMS THAT DISCUSSION IS NECESSARY.

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**

AGENDA ITEM: **3a – APPROVAL OF MINUTES FROM THE JANUARY 6, 2023 BOARD MEETING**

NUMBER OF ENCLOSURES: **1**

SUBJECT: **MINUTES APPROVAL**

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **MINUTES FROM THE JANUARY 6, 2023 BOARD MEETING SHOULD BE REVIEWED BY THE BOARD FOR POSSIBLE APPROVAL.**

**MINUTES
OF THE MEETING OF THE
BOARD OF DIRECTORS OF SOMERSET ACADEMY OF LAS VEGAS
JANUARY 6, 2023**

The Board of Directors of Somerset Academy of Las Vegas held a public meeting on January 6, 2023, at 8:00 a.m. via Zoom.

1. CALL TO ORDER AND ROLL CALL

Board Chair Travis Mizer called the meeting to order at 8:06 a.m. In attendance were Board members Travis Mizer, Will Harty, Cody Noble, and John Bentham.

Members Sarah McClellan, LeNora Bredsguard, and Renee Fairless were not in attendance.

Also present were Principal Lee Esplin, Principal Cesar Tiu, Principal Jessica Scobell, Principal Shannon Manning, Principal Mindi Palomeque, Principal Kate Lackey, and Principal David Fossett; as well as Somerset Inc. representatives Bernie Montero and Suzette Ruiz. Academica representatives Gary McClain and Marla Devitt were also in attendance.

2. PUBLIC COMMENT

There was no public comment.

3. ACTION & DISCUSSION ITEMS

a. REVIEW AND APPROVAL OF THE MINUTES FROM THE NOVEMBER 29, 2022 BOARD MEETING

MEMBER BENTHAM MOVED TO APPROVE THE MINUTES FROM THE NOVEMBER 29, 2022 BOARD MEETING. MEMBER HARTY SECONDED THE MOTION, AND THE BOARD VOTED UNANIMOUSLY TO APPROVE.

b. REVIEW AND APPROVAL OF THREE YEAR CONTRACT WITH DATA INSIGHTS FOR ALL SEVEN CAMPUSES

Principal Lee Esplin addressed the Board and explained that the agreement was with a company run by two former CCSD employees who were experts in data and informational systems. The company would provide a platform that allows students, staff, and parents to view all of their data in one place, including testing data, grades, and attendance. Teachers would also be able to create Read by Grade 3 plans on the platform, which would save them hours of time and make the process more efficient. The platform takes all of the data from Infinite Campus and puts it into one user-friendly location. Doral Academy had been using the platform for a few years. They have seen an increase in parent usage of the platform and feel it was a key component in achieving 5-star ratings at multiple campuses. The platform would empower students, parents, and teachers by making the data more accessible and understandable, and allowing for better communication and discussions.

Member Mizer inquired about the start date of the contract. In response, Principal Esplin explained that the company would promptly prepare the platform for all seven campuses. However, only five campuses would begin using the platform immediately, while the remaining two would start in the next academic year. The schools that were not utilizing the platform initially would not be charged

until they started using it. Principal Esplin also mentioned that it was more cost-effective to set up the complete system at once. When Member Mizer asked about a point of contact for platform problems, Principal Esplin clarified that any issues experienced in the Doral system were handled efficiently by the two developers, and the platform had a system for resetting passwords without hassle.

Member Noble raised a concern that the explanation only addressed the elementary campuses, and asked if the platform would benefit all grades. In response, Principal Esplin stated that the platform would be useful for high school teachers. It would allow them to see their students' transcripts, diploma type they were going for, and if they were on track with the classes they had completed. During the advisory period, teachers would discuss the progress and help students set goals to ensure they stayed on track for their diploma and graduation. The platform would also include a feature to display scores and how much each assignment affected the overall grade, along with access to creating IEPs and 504 plans. Therefore, it would be beneficial for all teachers.

Member Harty asked about the cost of the three-year contract. Principal Esplin explained that the company would offer a 15% discount for setting up the complete system and an additional 3% discount for agreeing to a three-year contract. The penalty for not fulfilling the contract's full term would require payment of the 3% for the unfulfilled portion. Principal Esplin also mentioned that the extra Title II funds received would cover the entire cost of the three-year fee, which would amount to \$241,508.

Member Bentham questioned why Lone Mountain and Skye Canyon would not start using the platform until the following year. Principal Lackey responded that they did not want to overwhelm parents with too many platforms, and Principal Tiu added that he wanted to provide training for the teachers in May to prepare for the platform's use in August.

MEMBER BENTHAM MOVED TO APPROVE THE THREE-YEAR CONTRACT, AS PRESENTED. MEMBER NOBLE SECONDED THE MOTION, AND THE BOARD VOTED UNANIMOUSLY TO APPROVE.

4. ANNOUNCEMENTS AND NOTIFICATIONS

There were no announcements.

5. MEMBER COMMENT

Board members thanked the principals.

6. PUBLIC COMMENT

There was no public comment.

7. ADJOURN MEETING

THE MEETING ADJOURNED AT 8:28 A.M.

Approved on: _____

**Secretary of the Board of Directors
Somerset Academy of Las Vegas**

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**

AGENDA ITEM: **3b – ACCEPTANCE OF THE FY23 MCKINNEY VENTO FUNDING**

NUMBER OF ENCLOSURES: **1**

SUBJECT: ACCEPTANCE OF FY23 MCKINNEY VENTO FUNDING

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **YES**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **SOMERSET ACADEMY HAS BEEN AWARDED MCKINNEY VENTO FUNDING IN THE AMOUNT OF \$6,360.80.**

**Nevada State Public
Charter School
Authority**

1749 North Stewart Street, Suite 40
Carson City, NV 89706
(Hereinafter referred to as "SPCSA")

Contact: Kieara Doren - kdoren@spsca.nv.gov - N/A

NOTICE OF SUBGRANT AWARD

Program Name: FY23 McKinney-Vento		Subrecipient Name: Somerset Academy of Las Vegas
Federal Award Date: 7/1/2021		Address: 1378 Paseo Verde Parkway, Suite 200 Henderson, NV 89012
Subgrant Period of Performance: 7/1/2022 - 9/30/2023		
School Year: 22-23	Subgrant Award: <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment Amendment #:	Subrecipient Information: EIN: 27-5393412 Vendor #: T29028358 UEI: K2NEHJKXX7A3

Project Description:

The McKinney-Vento Education for Homeless Children and Youth Program provides subgrant funds to offer such activities as coordination and collaboration with other agencies to provide comprehensive services to homeless children and youths and their families. Services also include expedited evaluations of the needs of homeless children to help them enroll in school, attend regularly, and achieve success.

Source of Funds:

Program	Source of Funds	ALN	FAIN
Formula	Federal	84.196A	S196A220029

R&D: Yes No

Indirect Cost Rate to State: Yes No

Indirect Cost Rate to Subrecipient: Yes No

Disbursement of funds will be as follows:

Payment will be made after completion of subrecipient's obligations and upon receipt and acceptance of a reimbursement request. Documentation is required to support reimbursement requests for actual expenditures specific to this subgrant. Total reimbursements will not exceed the TOTAL AWARD (as stated in Exhibit A) during the subgrant period of performance.

Terms and Conditions:

In accepting these grant funds, it is understood that:

1. Expenditures must comply with appropriate state and/or federal regulations;
2. This award is subject to the availability of appropriate funds; and
3. The recipient of these funds agrees to stipulations listed in the incorporated documents.

Incorporated Documents:

Please refer to the incorporated documents list found on page 2.

	Signature	Date
State Public Charter School Authority	<small>DocuSigned by:</small> <i>Jennifer Bauer</i> <small>27EEF279BEBB431...</small>	2/10/2023
Charter School Administrator	<small>DocuSigned by:</small> <i>Lee Esplin</i> <small>AD8CA2DC686349D...</small>	2/10/2023
Charter School Board President	<small>DocuSigned by:</small> <i>T...</i> <small>7B8D1A677B5B455...</small>	2/13/2023

Incorporated Documents:

Exhibit A - McKinney-Vento Approved Budget

Exhibit B - McKinney-Vento Certifications and Assurances

Exhibit C - McKinney-Vento Reimbursement Requests and Reporting Requirements

**Exhibit A - FY23 McKinney-Vento
Approved Budget**

Object Code	Object Code Description	Organization	Total	Narrative Description
100	Salaries	Somerset Academy of Las Vegas	\$1,008.00	Stipend pay for extra-duty hours for staff to provide supplemental before/after/during/summer school tutoring for up to a maximum of 32 hours, total. Extra-duty stipends to be based on max \$31.50/hr x 32 hours = \$1008.
100	Salaries	Somerset Academy of Las Vegas	\$5,000.00	Stipend for 1 Regional Charter School Community Support Coalitions Leader (Southwest region). 1 stipend x \$5000 = \$5000.
200	Retirement Fringe Benefits	Somerset Academy of Las Vegas	\$352.80	Retirement and fringe benefits for extra-duty stipend for staff to provide supplemental before/after/during/summer school tutoring. Extra-duty stipends to be based on max \$31.50/hr x 32 hours = \$1008 total, standard fringe calculated at ~35% of total to include PERS, group health, Workers Comp, Group Insurance, and Medicare=\$352.80.
		Totals	\$6,360.80	

Exhibit B - McKinney-Vento
Certifications and Assurances

As a condition of receiving sub granted funds from the SPCSA, the Subrecipient certifies and assures:

1. That the Subrecipient has the necessary legal authority to apply for and receive the proposed subgrant and agree to the terms and conditions.
2. That the Subrecipient will accept, expend, and request reimbursement of funds in accordance with all applicable federal and state statutes, regulations, policies, program plans, and applications and will administer the programs in compliance with all provisions of such statutes, regulations, policies, program plans, applications, and amendments thereto.
3. That the Subrecipient will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds paid to that entity under each program.
4. The Subrecipient assumes full responsibility for the overall program which includes (but is not limited to): fiscal administration, planning and implementation of program activities that are aligned to program requirements and the needs of program beneficiaries, timely submission of required reports, program management including personnel, and meeting the goals and objectives in the approved grant application.
5. The Subrecipient agrees to fully comply with subrecipient monitoring and evaluation/audit teams that will evaluate the effectiveness of this grant. Noncompliance may affect the subrecipient's eligibility for future awards or result in forfeiture of remaining funds.
6. Personnel employed, such as teachers and instructional aides, by the Subrecipient or personnel contracted to provide services to the Subrecipient shall be certified pursuant to the provisions of NRS 386.590 (as amended by Senate Bill 509 of the 2015 Session of the Nevada Legislature, Chapter 238, Statutes of Nevada (2015)).
7. The Subrecipient assures it will adhere to the 2 CFR 200 Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards as dictated by the Department of Education, through the SPCSA.
8. That the Subrecipient may not count tuition and fees collected from students toward meeting matching, cost sharing, or maintenance of effort requirements of a grant program.
9. That the Subrecipient will follow competitive bidding practices in compliance with all applicable procurement statutes, regulations, and policies.
10. Grant funds will not be used for other than the awarded purpose. In the event Subrecipient expenditures do not comply with this condition, that portion not in compliance will be refunded to the SPCSA.
11. Approval of subgrant budget by the SPCSA constitutes prior approval for the expenditure of funds for specified purposes included in the budget. The transfer of funds between Object Codes without written prior approval from the SPCSA is not allowed under the terms of this subgrant. The transfer of already-expended funds between Object Codes is not permitted. Requests to revise approved budgeted amounts will be made in writing, within the published timeframes, will contain sufficient narrative detail to determine justification, and are subject to review and approval by both the SPCSA and the Department of Education.
12. Subgrant accounting records will be accurately maintained, identifiable by subgrant program. Such records shall be maintained in accordance with the following:
Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Director of Finance & Operations of the SPCSA. Records may be destroyed by the Subrecipient six (6) calendar years after the final financial and narrative reports have been submitted to the SPCSA.
In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants. Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this subgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant program.
13. Any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award will be disclosed and the SPCSA reserves the right to disqualify any Subrecipient on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
14. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee, offeror for employment, student, or potential student because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
15. Compliance with the Americans with Disability Act of 1990, P.L. 101-36, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations and shall not discriminate against any employee, offeror for employment, student, or potential student based on disability.
16. Compliance with the Individuals with Disabilities Education Act (IDEA) of 1990, 20 U.S.C. § 1400, as amended, regulations adopted thereunder, and any relevant program-specific regulations. Subrecipient assures it shall not discriminate against any student or potential student with a disability.
17. Compliance with the requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA) of 1996, 20 U.S.C. § 1232g; 34 CFR Part 99, as amended, and agrees to exclude any confidential student information in its subgrant application or subgrant amendment requests.
18. Compliance, inclusive of the requirements above, Title 34 Education (34 CFR), Title 45 Public Welfare (45 CFR), Title 42 Public Health (42 CFR), the Safe and Drug Free Schools Act, and the Pro-Children Act of 1994.
19. Compliance with the requirements of the Boy Scouts of America Equal Access Act (Boy Scouts Act), 20 USC 7905, 34 CFR Part 108, and with other federal civil rights statutes enforced by the OCR.
20. That the Subrecipient, if administering a program for Education of Homeless Students, affirms that the Subrecipient will adopt policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless.
21. That the Subrecipient has no policy that prevents, or otherwise denies participation in constitutionally protected prayer in elementary and secondary public schools as set forth in the Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools dated February 7, 2003.
22. That the Subrecipient understands, in accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's

services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

23. That the Subrecipient understands federal grants, subawards, or contracts shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs.

24. That the Subrecipient agrees, in accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Subrecipient will treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

25. Whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

Any federal, state, county or local agency, legislature, commission, council, or board;

Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.

26. That Subrecipient understands personnel funded from federal grants and their subcontractors are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the US Department of Education).

27. That in the case of any project involving construction, the project is not inconsistent with overall state plans for the construction of school facilities, if applicable; and in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed under Section 504 of the Rehabilitation Act of 1973, in order to ensure that facilities constructed with federal (which become subsequently state) funds are accessible to and usable by handicapped individuals. For the construction of facilities with federal funds, the Subrecipient will comply with the provisions of the Davis-Bacon Act. For the construction of facilities with state funds, the Subrecipient will comply with Nevada Revised Statutes, Chapter 338 - Public Works.

28. Personnel employed as teachers and instructional aides by the Subrecipient or personnel contracted to provide such service to the Subrecipient shall be certified pursuant to the provisions of NRS 386.590 (as amended by Senate Bill 509 of the 2015 Session of the Nevada Legislature, Chapter 238, Statutes of Nevada (2015).

29. That the Subrecipient will maintain Time and Effort documentation, as required by 2 CFR 200.430(i), and any additional SPCSA policies, for all employees whose salaries are:

Paid in whole or in part with federal funds or

Used to meet a match/cost share requirement.

30. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every subrecipient receiving any payment in whole or in part from federal funds.

31. That Subrecipient understands and accepts SPCSA subgrants are subject to inspection and audit by representative of the SPCSA, Nevada Department of Education, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:

Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;

Ascertain whether policies, plans and procedures are being followed;

Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and

Determine reliability of financial aspects of the conduct of the project.

32. That Subrecipient understands and accepts any audit of Subrecipient's expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for and use of subgrant funds. It is the federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO: State Public Charter School Authority 1749 North Stewart Street, Suite 40 Carson City, NV 89706 This copy of the final audit must be sent to the SPCSA within nine (9) months of the close of the Subrecipient's fiscal year.

33. That Subrecipient agrees this subgrant award may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this award shall be terminated immediately if for any reason the SPCSA, the State, and/or federal funding ability to satisfy this Award is withdrawn, limited, or impaired.

Exhibit C - McKinney-Vento
Reimbursement Requests and Reporting Requirements

As a condition of receiving sub-granted funds from the SPCSA, the Subrecipient agrees to the following conditions:

1. Requests for Reimbursement are due on a monthly basis, based on the terms of this subgrant award, no later than the 15th of each subsequent month. If there has been no fiscal activity in a given month, a Request for Reimbursement claiming zero dollars is required to be submitted for the month.
2. Reimbursement is based on actual expenditures incurred during the period being reported.
3. Reimbursement Requests must be submitted with all SPCSA-required supporting back up documentation. The SPCSA has the authority to ask for additional supporting documentation at any time and the information must be provided within five (5) business days of the request.
4. All documentation, such as invoices or contracts, etc., should be maintained at the Subrecipient's principle place of business and readily available for examination upon request. If not, the Subrecipient must bear the cost of making original documents available for examination by the SPCSA. Subrecipients generally must retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant or may reasonably be considered pertinent to a grant for a period of six years from the end date of the subgrant award.
5. Requests for advance of payment will not be considered or allowed by the SPCSA.
6. Reimbursement may only be claimed for expenditures approved within the Notice of Subgrant Award.
7. Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for state officers and employees. It is the policy of the Board of Examiners to restrict contractors/subrecipients to the same rates and procedures allowed state employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
8. Reimbursement may not be processed without all required programmatic reporting being current.
9. All reports of expenditures and requests for reimbursement processed by the SPCSA are subject to audit.
10. Reimbursement requests must be submitted only for expenditures approved in the budget. Any additional expenditure beyond what is allowable based on approved line item budget amounts, without prior written approval by the SPCSA, may result in denial of reimbursement.
11. The SPCSA reserves the right to hold or deny reimbursement under this subgrant until or unless any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the SPCSA.
12. Final reimbursement requests are due to the SPCSA no later than 15 calendar days from the end of the subgrant period.
13. The Subrecipient is subject to annual risk assessment and related subrecipient monitoring activities performed by the SPCSA.
14. Onsite subrecipient monitoring (minimum once every three years) is a requirement for receiving funding from the SPCSA.
15. The SPCSA may apply remedies for noncompliance with federal statutes, or the regulations, terms, or conditions of a federal award according to 2 CFR 200.338.
16. Any activities that deviate from the scope of work/goals and objectives identified in submitted subaward application documents and the approved subaward budget require an amendment.
17. Changes in the total amount obligated for a budget detail item that exceeds the current amount approved requires an amendment.
18. The Subrecipient may submit subaward amendment requests according to SPCSA policies and procedures.
19. Subaward amendment requests must be received no later than March 1 for all subgrant periods ending June 30 or for budget revisions required before the end of the state fiscal year.
20. Subaward amendment requests must be received no later than June 30 for all subgrant periods ending September 30.

Certificate Of Completion

Envelope Id: 4BDD6D15ED3444A99A6CE4DE762B09AC	Status: Completed
Subject: Please sign FY23 McKinney-Vento 59000 Subaward Agreement	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	SPCSA Grants
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1749 N. Stewart Street
	Suite 40
	Carson City, NV 89706
	spcsagrants@spcsa.nv.gov
	IP Address: 64.207.219.136

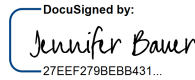
Record Tracking

Status: Original	Holder: SPCSA Grants	Location: DocuSign
2/9/2023 8:17:24 AM	spcsagrants@spcsa.nv.gov	

Signer Events

Jennifer Bauer
 jenniferbauer@spcsa.nv.gov
 Security Level: Email, Account Authentication (None)

Signature

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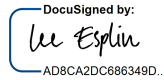
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Signature Adoption: Pre-selected Style
 Using IP Address: 167.154.66.102

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lee Esplin
 lee.esplin@somersetnv.org
 Security Level: Email, Account Authentication (None)

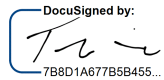
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Travis Mizer
 tmizer@bellagioresort.com
 Security Level: Email, Account Authentication (None)

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/13/2023 10:03:00 AM
Completed	Security Checked	2/13/2023 10:03:00 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Nevada State Public Charter School Authority:

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

To contact us by email send messages to: tcarl@spsca.nv.gov

To advise Nevada State Public Charter School Authority of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Nevada State Public Charter School Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tcarl@spsca.nv.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Nevada State Public Charter School Authority

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tcarl@spcsa.nv.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Nevada State Public Charter School Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Nevada State Public Charter School Authority during the course of your relationship with Nevada State Public Charter School Authority.

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**

AGENDA ITEM: **3c – APPROVAL OF RECOMMENDATIONS FROM THE FINANCE COMMITTEE**

NUMBER OF ENCLOSURES: **1**

SUBJECT: RECOMMENDATIONS FROM THE FINANCE COMMITTEE

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT:

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: THE FINANCE COMMITTEE HELD A MEETING ON FEBRUARY 17, 2023 TO DISCUSS ITEMS THAT IMPACT SOMERSET ACADEMY FINANCIALLY. THE DRAFT MINUTES FROM THE FINANCE COMMITTEE MEETING HAVE BEEN INCLUDED.

MINUTES
of the meeting of the
SOMERSET ACADEMY OF LAS VEGAS FINANCE COMMITTEE
February 17, 2023

Somerset Academy of Nevada Finance Committee held a public meeting on February 17, 2023, at 11:00 a.m. via Zoom meeting.

1. CALL TO ORDER AND ROLL CALL

Committee Member Will Harty called the meeting to order at 11:08 a.m. In attendance were Committee Members Will Harty, Jill Dayne, and John Bentham.

Also present were Principal Lee Esplin, Principal Jessica Scobell, Principal Mindi Palomeque, Principal Shannon Manning, Principal David Fossett, and Principal Cesar Tiu. Academica representatives Gary McClain, Sheri Cooper, Jenn Lindemon, Trevor Goodsell, Matt Padron, Kendra Thornton, and Marla Devitt were also in attendance.

2. PUBLIC COMMENT

There was no public comment.

3. ACTION & DISCUSSION ITEMS

a. REVIEW AND APPROVAL OF THE MINUTES FROM THE SEPTEMBER 30, 2022 FINANCE COMMITTEE MEETING

MEMBER BENTHAM MOVED TO APPROVE THE MINUTES FROM THE SEPTEMBER 30, 2022 FINANCE COMMITTEE MEETING. MEMBER DAYNE SECONDED THE MOTION, AND THE COMMITTEE VOTED UNANIMOUSLY TO APPROVE.

b. REVIEW AND DISCUSSION OF SOMERSET ACADEMY FINANCIAL PERFORMANCE

Ms. Sheri Cooper addressed the Committee and reviewed the financial performance through December 2022, as contained in the support materials. She reviewed the financial framework projections and other key financial information. She noted that the financial framework was calculated on actuals through December and estimates projected for the year.

Ms. Cooper reviewed the income statement and noted that revenue was over budget by \$292,000, with the State SPED showing a slight negative. Salaries and wages were under-expensed by \$32,000. There were some over expenses in the consumables line item. SPED contracted services were under budget by \$213,000, with substitute services and professional services over budget. The latter included audit legal fees and Raising the Bar (RTB) data services. She noted that RTB services were billed in two payments, both of which had already been paid; however, the budget amount was spread over 12 months.

Ms. Cooper reviewed various budget items and found that food expenditures were under budget, while building operations and maintenance were over budget. After researching, she found that she needed to move some expenses to construction so they could be capitalized. Utilities and electricity

expenses were over budget, which was unexpected. However, the school received \$360,000 in interest income.

Member Harty pointed out that the school had a positive net income largely due to interest income. However, he had questions about how the projected surplus of \$6.5 million reconciled with the reported income of \$80,000. Ms. Cooper explained that the surplus estimate was based on six months of actual expenses and six months of estimated expenses. Member Harty asked if the school would actually end up with a \$6.5 million surplus. Mr. Trevor Goodsell addressed the Committee and stated that he estimated that it would probably be closer to half that amount due to lower than expected enrollment numbers offsetting teacher bonuses and raises. Member Harty also asked about the days cash on hand at the end of the year, and Mr. Goodsell estimated it would be in the 170's.

c. REVIEW AND RECOMMEND APPROVAL OF TEMPORARY PRICE INCREASE AMENDMENT FOR THE NATIONAL SCHOOL LUNCH PROGRAM

Mr. Gary McClain reported that the meal vendor was affected by inflation and the government would provide more money for the program resulting in a maximum net impact of \$10,000, which would not affect the operating accounts. Ms. Jenn Lindemon addressed the Committee and confirmed Academica's support to Somerset and their collaboration with Renee Kohler, the new NSLP manager. She also clarified that the school would earn \$0.11 for each breakfast and \$0.83 for each lunch. Member Bentham asked about the agreement with Better 4 You Meals. Ms. Lindemon replied that it could be renewed for one more year, which would be presented to the board in the spring. Additionally, Member Harty sought clarification on the \$10,000 impact, and Ms. Lindemon explained that the impact would not affect the operating accounts. She noted that the State of Nevada would also be issuing supply chain issue funds of almost \$160,000 to Somerset.

MEMBER DAYNE MOVED TO RECOMMEND APPROVAL OF THE TEMPORARY PRICE INCREASE AMENDMENT FOR THE NATIONAL SCHOOL LUNCH PROGRAM, AS PRESENTED. MEMBER BENTHAM SECONDED THE MOTION, AND THE COMMITTEE VOTED UNANIMOUSLY TO APPROVE.

d. ENROLLMENT/BUDGET DISCUSSION

Mr. Goodsell stated that enrollment would be discussed at the next board meeting. Last year, the Board requested that the discussion item of whether to maintain the student-teacher ratios of 26 to one and 31 to one or revert to smaller ratios be brought up. Currently, the school was running budgets, and the biggest issue at this early stage was the uncertainty regarding the legislative session. The legislature has proposed increasing the budget by \$2,000 per student, but it remains to be seen if it would happen as promised. Therefore, there were many unknowns at the moment. The most significant challenge that the school will face was an increase in PERS of 3.75%, which would raise the rate from 29.75 to 33.5 starting next year. Mr. Goodsell acknowledged that inflation was affecting everyone, and he factored in a 1.5% increase in his budget projections. He also noted that if the school reverted to smaller student-teacher ratios of 25 to one and 30 to one, with the 1.5% increase in expenses, there would be a \$2.1 million difference. The budget was calculated using the current ratios, which would result in a positive budget of \$46,000. If the school were to maintain the current ratios, the budget would be positive by \$2 million. Mr. Goodsell suggested that the school should wait until the final funding number was known before making any decisions on enrollment. If the promised funding increase was realized, the school could reduce enrollment. He emphasized that this was just a preliminary discussion and would need to be a governing board decision.

Member Harty agreed that the class size discussion needed to be a board discussion. He expressed his preference for smaller class sizes but would reserve judgment until the board had a more in-depth

conversation. Principal Lee Esplin also addressed the committee and expressed the principals' desire for smaller class sizes. However, given the PERS increase and the competition for teachers, it would be challenging to reduce class sizes if the funding did not increase. The committee discussed the legislative session's potential impact on charter schools and per-pupil funding..

4. ANNOUNCEMENTS AND NOTIFICATIONS

There were no announcements.

5. MEMBER COMMENT

Member Bentham thanked the principals for their continued work.

6. PUBLIC COMMENT

There was no public comment

7. ADJOURN MEETING

THE MEETING WAS ADJOURNED AT 11:43 A.M.

Approved on:

**of the Finance Committee of
Somerset Academy of Las Vegas**

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**
AGENDA ITEM: **3c1 – SCHOOL FINANCIAL PERFORMANCE**
NUMBER OF ENCLOSURES: **1**

SUBJECT: SCHOOL FINANCIAL PERFORMANCE

ACTION
 CONSENT AGENDA
 INFORMATION
 PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT:

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **THE FINANCE COMMITTEE REVIEWED THE SCHOOL'S FINANCIAL PERFORMANCE DURING THE FEBRUARY 17, 2023 MEETING.**

Somerset Academy of Las Vegas

Financial Update

December 2022



ACADEMICA

Nevada SPCSA Financial Framework (w/ projections)

Current Year

Current Ratio	
Current Assets	51,895,163
Current Liabilities	5,165,998
Current Ratio	10.05

Unrestricted Days Cash on Hand	
Unrestricted Cash	35,537,646
Total Expenses (including grants)	73,595,903
Less: Depreciation	3,799,557
Total Cash Expenses	69,796,346
Total Cash Expenses / 365	191,223
Unrestricted Days Cash	185.84

Enrollment Forecast Accuracy	
Actual Avg ADE Enrollment	9,471
Projected Enrollment	9,825
Forecast Accuracy	96.40%

Debt Default	
Debt Default	No
Facility Lease Default	No

Total Margin	
Current Year Net Surplus	6,489,018
Current Year Total Revenues (including grants)	76,285,364
Current Total Margin	8.51%

Total Margin 3 Year	
Surplus Over Last 3 Years	21,134,204
Total Revenues Over Last 3 Years	237,939,309
Current Total Margin	8.88%

Debt to Asset Ratio	
Total Debt (Less: PERS)	132,512,611
Total Assets	171,187,260
Debt to Asset Ratio	77.41%

Cash Flow (including Restricted Cash)	
CY Unrestricted Cash	35,537,646
CY Restrictd Cash	12,209,484
CY Total Cash	47,747,130
PY Total Cash	49,171,058
Cash Increase (Decrease)	(1,423,928)

Prior Year

Current Ratio	
Current Assets	51,303,907
Current Liabilities	8,508,340
Current Ratio	6.03

Unrestricted Days Cash on Hand	
Unrestricted Cash	35,900,082
Total Expenses (including grants)	75,524,438
Less: Depreciation	3,799,557
Total Cash Expenses	71,724,881
Total Cash Expenses / 365	196,507
Unrestricted Days Cash	182.69

Enrollment Forecast Accuracy	
Actual Avg ADE Enrollment	9,541
Projected Enrollment	9,866
Forecast Accuracy	96.70%

Debt Default	
Debt Default	No
Facility Lease Default	No

Total Margin	
Current Year Net Surplus	5,863,870
Current Year Total Revenues (including grants)	79,255,093
Current Total Margin	7.40%

Total Margin 3 Year	
Surplus Over Last 3 Years	20,725,915
Total Revenues Over Last 3 Years	379,280,581
Current Total Margin	5.46%

Debt to Asset Ratio	
Total Debt (Less: PERS)	132,512,611
Total Assets	170,239,506
Debt to Asset Ratio	77.84%

Cash Flow (including Restricted Cash)	
CY Unrestricted Cash	35,900,082
CY Restrictd Cash	13,270,976
CY Total Cash	49,171,058
PY Total Cash	47,043,097
Cash Increase (Decrease)	2,127,961



Nevada SPCSA Financial Framework (w/ projections) continued...

Cash Flow 3 Years Ago	
Total CY Cash	47,747,130.17
Total Cash 3 Years Ago	34,035,452.00
Cash Increase (Decrease)	13,711,678

Debt Service Coverage Ratio	
Net Surplus	6,489,018
Plus: Depreciation	3,799,557
Plus: Interest	578,234
Plus: Lease Expense	38,095
Plus: Debt Issuance Cost	-
Net Surplus, Net	10,904,903

Annual Principal	3,126,008
Interest Expense	578,234
Lease Expense	38,095
Total Debt Payments	3,742,337

DSCR	2.914
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Cash Flow 3 Years Ago	
Total CY Cash	49,171,058.19
Total Cash 3 Years Ago	34,035,452.00
Cash Increase (Decrease)	15,135,606

Debt Service Coverage Ratio	
Net Surplus	5,863,870
Plus: Depreciation	3,799,557
Plus: Interest	6,019,654
Plus: Lease Expense	553,766
Plus: Debt Issuance Cost	-
Net Surplus, Net	16,236,847

Annual Principal	3,126,008
Interest Expense	6,019,654
Lease Expense	553,766
Total Debt Payments	9,699,428

DSCR	1.674
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Other Key Financial Information

Average Daily Enrollment

Somerset System	
Projected	9,825.00
Q1	9,424.95
Q2	9,517.21
Q3	
Q4	
Avg ADE	9,471.08
ADE to Projected	96.40%

Aliante	
Projected	1,200.00
Q1	1,174.03
Q2	1,188.81
Q3	
Q4	
Avg ADE	1,181.42
ADE to Projected	98.45%

Lone Mountain	
Projected	1,017.00
Q1	1,005.84
Q2	1,014.57
Q3	
Q4	
Avg ADE	1,010.21
ADE to Projected	99.33%

Losee	
Projected	2,590.00
Q1	2,408.81
Q2	2,448.88
Q3	
Q4	
Avg ADE	2,428.85
ADE to Projected	93.78%

North Las Vegas	
Projected	799.00
Q1	761.76
Q2	784.48
Q3	
Q4	
Avg ADE	773.12
ADE to Projected	96.76%

Sky Pointe	
Projected	2,215.00
Q1	2,111.35
Q2	2,113.48
Q3	
Q4	
Avg ADE	2,112.42
ADE to Projected	95.37%

Skye Canyon	
Projected	1,008.00
Q1	1,006.43
Q2	1,007.74
Q3	
Q4	
Avg ADE	1,007.09
ADE to Projected	99.91%

Stephanie	
Projected	996.00
Q1	956.73
Q2	959.25
Q3	
Q4	
Avg ADE	957.99
ADE to Projected	96.18%

EBIDA	
Net Surplus	2,004,440
Plus: Depreciation	-
Plus: Interest	3,046,681
EBIDA	5,051,121

Somerset Academy of Las Vegas
Income Statement Budget vs. Actual
From July 2022 to December 2022

	Actual	Budget	Variance
Income			
Distributive School Account (DSA)	\$ 34,585,585	\$ 34,321,377	\$ 264,208
English Learners	341,115	328,014	-
At Risk Pupil	284,235	280,194	-
State Special Education	1,548,058	1,596,522	(48,465)
Federal Grant	1,791,575	1,726,808	64,767
Donations from Private Sources	108,133	96,050	12,083
Total - Income	\$ 38,658,701	\$ 38,348,965	\$ 292,593
Expense			
Salaries	\$ 15,991,701	\$ 14,190,563	\$ (1,801,138)
Bonus	694,998	375,561	(319,438)
SPED Salaries	877,337	1,617,363	740,025
SPED Bonus	46,518	-	(46,518)
Retirement Contributions (PERS)	3,521,297	4,696,434	1,175,137
Total Salaries and PERS	21,131,851	20,879,921	(251,931)
Employee Taxes and Benefits	2,510,019	2,793,938	283,918
Total Salaries and Benefits	\$ 23,641,871	\$ 23,673,858	\$ 31,987
Tuition Reimbursement	\$ 16,950	\$ 33,000	\$ 16,050
Training and Development	\$ 54,510	38,750	(15,760)
Affiliation Fee Training	32,040	234,611	202,571
Consumables	\$ 1,505,587	1,358,420	(147,167)
Supplies	\$ 563,742	412,249	(151,494)
SPED Supplies	\$ 17,667	74,756	57,088
Textbooks	\$ 38,954	25,000	(13,954)
Technology	\$ 110,605	41,906	(68,699)
SPED - Contracted Services	\$ 661,227	874,640	213,413
Substitute Services	\$ 457,738	309,413	(148,326)
Contracted Services - Data Analysis	\$ -	-	-
Athletics	\$ 98,289	102,500	4,211
Affiliation Fee Inc	\$ 213,354	176,914	(36,439)
Professional Services	\$ 2,698,325	2,594,243	(104,083)
State Administrative Fee	\$ 432,320	449,888	17,569
Operations	\$ 439,445	402,865	(36,580)
Food Expenditures	\$ 881,401	1,135,797	254,396
Building Operations and Maintenance	\$ 1,349,269	1,052,072	(297,197)
Utilities	\$ 751,261	657,072	(94,189)
Total - Expense	\$ 33,967,720	\$ 33,647,953	\$ (319,767)
Other Income and Expenses			
Interest Income	\$ 360,140	-	360,140
Bond Issuance Cost	-	-	-
Interest Expense	4,968,050	4,968,050	-
Net Income	\$ 83,071	\$ (267,038)	\$ 350,109

40010 - Basic Support per Student	DSA
40012 - English Learners	ELL
40013 - At-Risk Pupil	Risk
40020 - State Special Education Revenue	SPED
41010 - State Government Restricted Funding and Grants-in-Aid	State Grant
42010 - Restricted Grants-in-Aid From the Federal Government Through	Federal Grant
43020 - Daily Sales-Reimbursable Programs	NSLP R
44000 - Contributions and Donations from Private Sources	Donations
44001 - Academica NV Contributions and Donations	Donations
45000 - Miscellaneous	Donations
60010 - Salaries of Regular Employees Paid to Teachers	Salaries
60011 - Bonus - Teachers	Bonus
60013 - SPED - Salaries of Regular Employees Paid to Teachers	SPED Salaries
60014 - SPED - Bonus - Teachers	SPED Bonus
60020 - Salaries of Regular Employees Paid to Instructional Aides or	Salaries
60021 - Bonus - Instructional Aides	Bonus
60022 - SPED - Salaries of Regular Employees Paid to Instructional A	Salaries
60023 - SPED - Bonus - Instructional Aides	Bonus
60030 - Salaries of Regular Employees Paid to Substitute Teachers (V	Salaries
60031 - Bonus - Long Term Subs	Bonus
60036 - Salaries of Regular Employees Paid to Licensed Administratio	Salaries
60037 - Bonus - Licensed Administration	Bonus
60041 - Salaries of Regular Employees Paid to Non-licensed Administr	Salaries
60042 - Bonus - Non-licensed Administration	Bonus
60056 - SPED - Salaries of Regular Employees Paid to Other Licensed	Salaries
60059 - Bonus - Other Licensed Staff	Bonus
60070 - Salaries of Regular Employees Paid to Other Classified / Sup	Salaries
60071 - Bonus - Support Staff	Bonus
60102 - Additional Compensation Paid to Teachers	Taxes
60220 - Employee Benefits for Non-licensed Administration	Taxes
60301 - Employee Insurance	Taxes
60305 - Group Insurance for Teachers	Taxes
60310 - Group Insurance for Instructional Aides or Assistants	Taxes
60325 - Group Insurance for Non-licensed Administration	Taxes
60401 - Social Security	Taxes
60405 - Social Security Contributions for Teachers	Taxes
60410 - Social Security Contributions for Instructional Aides or Ass	Taxes
60411 - SPED - Social Security Contributions for Instructional Aides	Taxes
60415 - Social Security Contributions for Substitute Teachers (Vacan	Taxes
60425 - Social Security Contributions for Non-licensed Administratio	Taxes
60435 - Social Security Contributions for Other Classified / Support	Taxes
60501 - Retirement Contributions	PERS
60505 - Retirement Contributions for Teachers	PERS
60506 - SPED - Retirement Contributions for Teachers	PERS
60510 - Retirement Contributions for Instructional Aides or Assistan	PERS
60511 - SPED - Retirement Contributions for Instructional Aides or A	PERS
60515 - Retirement Contributions for Substitute Teachers (Vacant Pos	PERS
60520 - Retirement Contributions for Licensed Administration	PERS
60525 - Retirement Contributions for Non-licensed Administration	PERS
60535 - Retirement Contributions for Other Classified / Support Staf	PERS
60601 - Medicare	Taxes

60605 - Medicare Payments for Teachers	Taxes
60606 - SPED - Medicare Payments for Teachers	Taxes
60610 - Medicare Payments for Instructional Aides or Assistants	Taxes
60611 - SPED - Medicare Payments for Instructional Aides or Assistan	Taxes
60615 - Medicare Payments for Substitute Teachers (Vacant Positions)	Taxes
60620 - Medicare Payments for Licensed Administration	Taxes
60625 - Medicare Payments for Non-licensed Administration	Taxes
60635 - Medicare Payments for Other Classified / Support Staff	Taxes
60701 - Unemployment Insurance	Taxes
60705 - Unemployment Compensation for Teachers	Taxes
60706 - SPED - Unemployment Compensation for Teachers	Taxes
60710 - Unemployment Compensation for Instructional Aides or Assista	Taxes
60711 - SPED - Unemployment Compensation for Instructional Aides or	Taxes
60715 - Unemployment Compensation for Substitute Teachers (Vacant Po	Taxes
60720 - Unemployment Compensation for Licensed Administration	Taxes
60725 - Unemployment Compensation for Non-licensed Administration	Taxes
60735 - Unemployment Compensation for Other Classified / Support Sta	Taxes
60801 - Workers' Compensation	Taxes
60805 - Workers' Compensation for Teachers	Taxes
60901 - Health Benefits	Taxes
60905 - Health Benefits for Teachers	Taxes
60906 - SPED - Health Benefits for Teachers	Taxes
60910 - Health Benefits for Instructional Aides or Assistants	Taxes
60911 - SPED - Health Benefits for Instructional Aides or Assistants	Taxes
60915 - Health Benefits for Substitute Teachers (Vacant Positions)	Taxes
60920 - Health Benefits for Licensed Administration	Taxes
60925 - Health Benefits for Non-licensed Administration	Taxes
60935 - Health Benefits for Other Classified / Support Staff	Taxes
61251 - Tuition Reimbursement for Teachers	Tuition Reimbursement
61254 - Tuition Reimbursement for Licensed Administration	Tuition Reimbursement
61256 - Tuition Reimbursement for Other Licensed Staff (including co	Tuition Reimbursement
61257 - Tuition Reimbursement for Other Classified / Support Staff	Tuition Reimbursement
61331 - Training and Development Services - Teachers (Instructional	Training and Development
61332 - Training and Development Services - Instructional Aides or A	Training and Development
61333 - Training and Development Services - Substitute Teachers	Training and Development
61334 - Training and Development Services - Licensed Administrative	Training and Development
61335 - Training and Development Services - Non-Licensed Administrat	Training and Development
61336 - Training and Development Services - Other Licensed Personnel	Training and Development
61337 - Training and Development Services - Other Classified/support	Training and Development
61581 - Travel - Teachers (Instructional Licensed Personnel)	Training and Development
61584 - Travel - Licensed Administrative Personnel	Training and Development
61585 - Travel - Non-Licensed Administrative Personnel	Training and Development
61586 - Travel - Other Licensed Personnel	Training and Development
61589 - Travel - Non-Staff Individuals	Training and Development
62400 - Printing and Binding	Operations
62480 - Supplies/Equipment - Non-tech Furniture and Fixtures	Supplies
62481 - Consumables - Furniture and Fixtures	Consumables
62550 - Supplies - Technology - Software	Technology
62551 - Consumables - Software	Consumables
62552 - SPED - Software	SPED Supplies
62553 - Infinite Campus	Technology
62560 - Supplies Technology-Related	Technology

Academica Nevada
Virtual Parent : Somerset Academy of Las Vegas
Balance Sheet
End of Dec 2022

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
10200 - Cash In Bank	
10207 - Somerset Academy of Las Vegas - OPERATING	\$871,672.84
10248 - Somerset Academy of Las Vegas - Lunch Account	\$388,532.11
10288 - Somerset Aliante - SGF	\$134,189.28
10289 - Somerset Executive Director - SGF Account	\$140.48
10290 - Somerset Lone Mountain Campus - SGF Account	\$272,088.24
10291 - Somerset Losee Campus - SGF Account	\$83,111.42
10292 - Somerset Losee MH Campus - SGF Account	\$132,621.20
10293 - Somerset N Las Vegas - SGF Account	\$286,069.93
10294 - Somerset Pointe MH Campus - SGF Account	\$269,169.70
10295 - Somerset Sky Pointe - SGF Account	\$25.00
10296 - Somerset Skye Canyon - SGF	\$87,236.78
10297 - Somerset Stephanie Campus - SGF Account	\$194,016.63
Total - 10200 - Cash In Bank	\$2,718,873.61
11000 - Cash with Fiscal Agents	
11175 - Somerset Las Vegas 7451: BOND OBLIGATED REVENUE F	\$4,074,639.17
11176 - Somerset Las Vegas 7451A: BOND OBI PRINCIPAL ACCT	\$6,360.38
11177 - Somerset Las Vegas 7451B: BOND OBLIGATED INTEREST	\$33,157.12
11178 - Somerset Las Vegas 7451D: BOND OBLIGATED RESERVE	\$2,816,531.26
11180 - Somerset Las Vegas 7451G: BOND OBLIGATED EXP FUND	\$9,935.15
11181 - Somerset Las Vegas 7451H: BOND OBLIGATED R&R FUNC	\$450,000.01
11182 - Somerset Las Vegas 7451I: BOND OBI T&I FUND	\$111,800.67
11183 - Somerset Las Vegas 7451J: BOND OBLIGATED OPERATIN	\$27,555,177.57
11184 - Somerset Las Vegas 7451K: BOND OBL. PRINCIPAL FUND	\$4,089.26
11185 - Somerset Las Vegas 7451L: BOND - SUB INTEREST ACCT	\$38,741.64
11186 - Somerset Las Vegas 7451M: BOND OBL RESERVE 2018	\$3,141,875.00
11187 - Somerset Las Vegas 7451N: BOND OBL. PROJECT FUND 2	\$7,457.87
11189 - Somerset Las Vegas 7452A: BOND OBLI CUSTODY ACCT	\$2.42
11190 - Somerset Las Vegas 7452B: NON BOND FINANCIAL CUSTC	\$1.03
11191 - Somerset Las Vegas 7452C: BOND OBLI CUSTODY ACCT L	\$0.74
11198 - Somerset Las Vegas 7456: ESCROW 3	\$294,794.20
11203 - Somerset Las Vegas 7459: BOND OBLIGATED REVENUE F	\$2,109,560.38
11204 - Somerset Las Vegas 7459A: BOND OBI PRINCIPAL ACCT	\$1,859.50
11205 - Somerset Las Vegas 7459B: BOND OBLIGATED INTEREST	\$10,785.54
11206 - Somerset Las Vegas 7459C: BOND OBLIGATED RESERVE	\$851,500.00
11207 - Somerset Las Vegas 7459D: BOND OBLIGATED PROJECT	\$349,409.12
11210 - Somerset Las Vegas 7459G: BOND OBLIGATED EXP FUND	\$5,530.11
11212 - Somerset Las Vegas 7459i: BOND OBI T&I FUND	\$54,532.10
11213 - Somerset Las Vegas 7459J: 2021AB Principal Fund	\$2,901.87
11214 - Somerset Las Vegas 7459K: 2021AB Interest Fund	\$23,817.81
11215 - Somerset Las Vegas 7459L: 2021AB Reserve Fund	\$1,921,950.00
11216 - Somerset Las Vegas 7459M: 2021AB Project Fund	\$1,151,846.64
Total - 11000 - Cash with Fiscal Agents	\$45,028,256.56
Total Bank	\$47,747,130.17
Accounts Receivable	
12001 - Accounts Receivable Grants	\$3,755,053.57

12100 - Other accounts receivable	
12100 - Other accounts receivable	\$188,433.32
12101 - SGF Accounts Receivable	\$69,666.46
Total - 12100 - Other accounts receivable	\$258,099.78
Total Accounts Receivable	\$4,013,153.35
Other Current Asset	
15000 - Deposits	\$134,879.11
Total Other Current Asset	\$134,879.11
Total Current Assets	\$51,895,162.63
Fixed Assets	
16100 - Land and Land Improvements	\$24,561,211.42
16200 - Buildings and Building Improvements	\$103,452,511.38
16250 - Accumulated Depreciation on Buildings and Building Improve	(\$11,390,259.91)
16300 - Equipment	
16301 - Capital Lease - Curriculum	\$3,200,052.86
16302 - Capital Lease - Technology	\$4,776,391.57
16303 - Capital Lease - Furniture and Fixtures	\$3,573,483.00
Total - 16300 - Equipment	\$11,549,927.43
16350 - Accumulated Depreciation on Equipment	(\$10,260,746.80)
16400 - Site Improvements	\$997,068.16
16450 - Accumulated Depreciation on Site Improvements	(\$104,183.43)
16900 - Construction in Progress	\$486,569.08
Total Fixed Assets	\$119,292,097.33
Other Assets	
19000 - DEFERRED OUTFLOW OF RESOURCES	\$33,583,787.64
Total Other Assets	\$33,583,787.64
Total ASSETS	\$204,771,047.60
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
20100 - Accounts Payable	\$2,222,206.22
Total Accounts Payable	\$2,222,206.22
Other Current Liability	
20200 - ACCRUED PAYROLL AND RELATED BENEFITS	
20200 - ACCRUED PAYROLL AND RELATED BENEFITS	\$1,311,179.01
20201 - Accrued Salaries	(\$11,423.82)
Total - 20200 - ACCRUED PAYROLL AND RELATED BENEFITS	\$1,299,755.19
20400 - Compensated Absences - Current	\$308,695.30
20500 - Interest Payable	
20501 - Accrued Bond Interest	\$0.01
Total - 20500 - Interest Payable	\$0.01
21100 - Deferred Revenues	\$19,134.55
23200 - Capital Lease Obligations - Current	\$265,353.34
24000 - Other Current Liabilities	
24000 - Other Current Liabilities	\$967,871.63
24001 - SGF Accounts Payable	\$82,981.54
Total - 24000 - Other Current Liabilities	\$1,050,853.17
Total Other Current Liability	\$2,943,791.56
Total Current Liabilities	\$5,165,997.78
Long Term Liabilities	
20300 - Accrued Annual Requirement Contribution Liability	\$36,320,063.00
25200 - Capital Lease Obligations - Long Term	\$683,498.20
25400 - Bonds Payable - Long Term	\$129,255,000.00
25900 - Unamortized Premiums on Issuance of Bonds	\$2,574,113.05
29000 - DEFERRED INFLOWS OF RESOURCES	\$29,891,621.00
Total Long Term Liabilities	\$198,724,295.25
Equity	
31000 - UNRESTRICTED NET POSITION	(\$9,423,604.75)

Retained Earnings	\$8,561,815.77
Net Income	\$1,742,543.55
Total Equity	\$880,754.57
Total Liabilities & Equity	\$204,771,047.60

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**
AGENDA ITEM: **3c2 – APPROVAL OF TEMPORARY PRICE INCREASE AMENDMENT FOR THE NATIONAL SCHOOL LUNCH PROGRAM**
NUMBER OF ENCLOSURES: **1**

SUBJECT: **TEMPORARY PRICE INCREASE FOR NSLP**

ACTION
 CONSENT AGENDA
 INFORMATION
 PUBLIC HEARING

PRESENTER(S): **BOARD**

PROPOSED WORDING FOR MOTION/ACTION:

CONSENT

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **DUE TO CONTINUED SUPPLY CHAIN SHORTAGES AND INFLATION, THE MEAL VENDOR IS PROPOSING A TEMPORARY PRICE INCREASE PER MEAL IN ORDER TO CONTINUE TO PROVIDE QUALITY MEALS AND SERVICE. THE NEW PROPOSED PRICES WOULD BE \$3.50 FOR LUNCH AND \$2.15 FOR BREAKFAST AS OF DECEMBER 1, 2022 WITH THE FEDERAL REIMBURSEMENT RATE OF \$4.33 FOR LUNCH AND \$2.26 FOR BREAKFAST. SOMERSET WILL BE RECEIVING \$159,494.00 IN SUPPLY CHAIN ASSISTANCE FUNDS FROM THE STATE OF NEVADA. THESE FUNDS WILL GO TOWARDS PAYING THE VENDOR.**



Kendra Thornton
Federal and State Programs Manager
Academica Nevada
6630 Surrey Street
Las Vegas, Nevada 89119

Greeting Kendra,

This is following up to my brief conversations a few weeks back regarding possible temporary price adjustments. Back in January 2022, we asked all schools in CA and Nevada to consider sharing the unexpected and unbudgeted midyear reimbursement increase to help us offset rapidly rising fuel, food, and supply costs. The increase from the USDA and CDE was solely intended to help schools offset the rising food, delivery, supply, and employee costs.

All schools supported by Academica Nevada showed amazing partnership with the swift approval of the increase request and it made a huge difference in the manner of which B4YM was able to operate for the remainder of the school year. Academica Nevada schools also stood by us while we addressed our Bankruptcy reorganization, and despite all the fiscal auditors telling us not to, we were committed to executing a renewal agreement with as many Academica Nevada schools as wanted to renew. The reason we were getting advised not to renew was that the renewal rates were significantly lower than current bid/market prices. But in the shared spirit of partnership and appreciation that was something we didn't hesitate to do.

At the time we were also hopeful that as things stabilized a bit more, prices would begin to correct themselves. Unfortunately, not only has that correction not occurred, our renewal rate was artificially capped by the Consumer Price Index, which only captured a small subset of the total increases we have taken on as the vendor. If you'll recall, B4YM's 22-23 contract increases were capped at around 6%, but at the same time we have seen raw ingredient food costs continue to rise 10%-20%, fuel is still up over 40%, and supplies are up 20%.

But a major change for both our organizations happened in July when the USDA and NDA announced the reimbursement rates for NV public schools would be at an all-time high of \$2.67 for breakfast and \$4.41 for Lunch, representing a 33% increase from last year.

We fully understand your school's own staffing costs have likely increased over the last year so we are humbly asking you to consider the temporary increase for this school year. This requested increase would only represent a portion of the allocated increase by the USDA, and the remaining reimbursement amount for the schools would still be higher than when the contract started in 2020. Back in 2020 the schools had a remaining reimbursement of \$.37 for breakfast and \$.59 for lunch.

As I mentioned earlier, these increased reimbursements are intended to support the SFAs foodservice program during these inflationary times, as the buyer of all your food products, inflation is directly affecting our ability to serve your students at the peak levels we strive to. Fortunately, the USDA and NDA fully understands that School Food Authorities with vendors, like yourselves, can properly use these funds to support their vendor who is incurring the higher costs.

This request would only be for this 2022-2023 school year.

Our entire family at Better 4 You Meals thanks you for your understanding and consideration in this matter and I look forward to speaking with you further.

Sincerely,

A handwritten signature in black ink that reads "Steven Holguin". The signature is written in a cursive style with a large, sweeping initial "S".

Steven Holguin
Vice President of Sales
Better 4 you Meals



EMERGENCY CONTRACT AMENDMENT TEMPORARY AMENDMENT

Between Better 4 You Meals, Inc. and Somerset Academy of Las Vegas

This agreement made on _____ between **Better 4 You Meals Inc.**, and Somerset Academy of Las Vegas is created for the purpose of amending the per meal rates of for the current service year and applies to all schools or service sites identified in the original service agreement and subsequent renewals.

WHEREAS, the parties entered into an Agreement for the 2022 – 2023 school year (the “Agreement”) whereby Better 4 You Meals would provide National School Lunch Program and School Breakfast Program compliant meals to Somerset Academy at agreed upon per meal rates.

WHEREAS, the current term of the Agreement expires on June 30, 2023; and

WHEREAS, the parties wish to AMEND the Agreement until June 30, 2023.

WHEREAS, The parties and acknowledge that this Temporary Amendment is permitted under the rules and regulations of the USDA and the Nevada Department of Agriculture.

The Agreement is hereby amended for the period commencing December 1, 2022 and ending June 30, 2023.

Pricing

- a. Better 4 You Meals will charge Somerset Academy:

Meal Type	Meal Price
Breakfast	\$2.15
Lunch	\$3.50

This agreement will end June 30, 2023. A future renewal would not include this temporary price increase and would be based on the original contractual rate of \$1.89 per breakfast and \$2.99 per lunch.

All other terms and conditions of the Agreement remain in full force and effect.

Name & Title of Somerset Academy Representative	Address
Signature	Date
Name & Title of Better 4 You Meals Representative Steven Holguin, Vice President of Sales & Marketing	Address 5743 Smithway St, Commerce, CA 90040
Signature	Date

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**
AGENDA ITEM: **4 – ANNUAL MEETING**
NUMBER OF ENCLOSURES: **1**

SUBJECT: ANNUAL MEETING

ACTION
 CONSENT AGENDA
 INFORMATION
 PUBLIC HEARING

PRESENTER(S): **GARY MCCLAIN**

PROPOSED WORDING FOR MOTION/ACTION:

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **PURSUANT TO THE BOARD OF DIRECTOR'S BYLAWS, AN ANNUAL MEETING IS REQUIRED TO TAKE PLACE IN JANUARY OR FEBRUARY OF EACH YEAR.**

BYLAWS
OF
SOMERSET ACADEMY OF LAS VEGAS

ARTICLE I
INTRODUCTION AND
LEGAL STATUS

Section 1. Name, Location and Address. The name of the charter school is Somerset Academy of Las Vegas (hereinafter referred to as the “School”) also known as Somerset Academy of Las Vegas, Inc., a non-profit corporation. The School, is located in Clark County. The address is _____.

Section 2. Legal Status. The School is a charter school pursuant to Nevada Revised Statute 388A.025 sponsored by the Nevada State Public Charter School Authority. The Governing Board of the School is an independent body under the authorization of the State Public Charter School Authority and a non-profit corporation pursuant to NRS 388A.095(2). The Board plans and directs all aspects of the school’s operations.

Section 3. Statutes. The School shall operate in accordance with Nevada Revised Statutes, Chapter 388A, and all other applicable Nevada laws and regulations.

ARTICLE II
PURPOSE AND
MISSION

Section 1. Purpose and Mission. The purpose and mission of the School is to provide a high quality education to children from Kindergarten (K) to Twelfth (12th) grade and shall be operated exclusively for educational objectives and purposes.

Additionally, the purpose of the School is to engage in any lawful act or activity for which corporations may be organized under Chapter 82 of the Nevada Revised Statutes, as limited by Chapter 388A of the Nevada Revised Statutes. Within the framework and limitations of the foregoing, the School is organized exclusively for one or more of the purposes as contemplated and specified in Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code.

Section 2. Non-Discrimination. The School shall not discriminate on the basis race, color, religion, age, sex, national origin, marital status, disability, or other reason prohibited by law in hiring or other employment practices. Further, the School shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies on the basis of basis of race, color, religion, age, sex, national origin, marital status, disability, or other reason prohibited by law. The School shall conduct all of its activities in accordance with all applicable local, state and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of the charter public schools in the State of Nevada.

ARTICLE III GOVERNING BODY

Section 1. Powers and Duties. For the foregoing purposes, the School shall operate in accordance with Chapters 82 and 388A of the Nevada Revised Statutes. The business, affairs, and property of the School shall be managed by a Board of Directors. The founding committee to form the school will become the first governing body of the School. Without limiting the general powers conferred by these Bylaws and provided by law, the Board shall have, in addition to such powers, the following powers:

- (a) Perform any and all duties imposed on the Board collectively or individually by law or by these Bylaws;
- (b) To make and change policies, rules and regulations not inconsistent with law, or with these Bylaws, for the management and control of the School and its affairs, and of its employees, and agents; to lease, purchase, or otherwise acquire, in any lawful manner, for and in the name of the School, any and all real and personal property, rights, or privileges deemed necessary or convenient for the conduct of the School's purpose and mission.
- (c) To develop an annual School schedule of events and activities;
- (d) Establish and approve all major educational and operational policies;
- (e) To enter into agreements and contracts with individuals, groups of individuals, corporations, or governments for any lawful purpose;
- (f) To hire, supervise and direct an individual who will be responsible for the day-to-day operations of the School;
- (g) To develop and approve the annual budget and financial plan which shall be monitored and adjusted as necessary throughout the year;
- (h) To submit a final budget to the state pursuant to statute and regulation;
- (i) To cause to be kept a complete record of all the minutes, acts and proceedings of the Board;
- (j) To cause an annual inspection or audit of the accounts of the School, as well as any other audits required by law, to be made by an accountant to be selected by the Board, showing in reasonable detail all of the assets, liabilities, revenues and expenses of the School and its financial condition.
- (k) To ensure ongoing evaluation of the School and provide public accountability;

- (l) To uphold and enforce all laws related to charter school operations;
- (m) To improve and further develop the School;
- (n) To strive for a diverse student population, reflective of the community;
- (o) To ensure adequate funding for operation;
- (p) Solicit and receive grants and other funding consistent with the mission of the School with the objective of raising operating and capital funds;
- (q) Carry out such other duties as required or described in the School's Charter.

Section 2. Prohibited Purposes and Powers. Notwithstanding the foregoing statement of purposes and powers, the School shall have and exercise only such powers and engage in only such activities as are contemplated and permitted to be carried on by a corporation exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) thereunder and by a corporation described in and contributions to which are deductible for federal income tax purposes under Section 170(c)(2) of the Internal Revenue Code.

Section 3. Prohibited Acts. The School shall not, incidentally or otherwise, afford or pay any pecuniary gain, dividends, or other pecuniary remuneration to any director or officer of the School or any other private person, and no part of the net income or net earnings of the School shall directly or indirectly, be distributable to or otherwise inure to the benefit of any private person; provided, however, that the School may pay reasonable compensation for services rendered to or for the benefit of the School and may make such other payments and distributions to nonprofit corporation members as permitted by these Bylaws herein. The School shall not carry on propaganda or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code. The School shall not participate in nor intervene in (including, without limitation, the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 4. Formation. The first Board formed after the approval of a charter issued pursuant to NRS 388A.270(1) shall consist of the members of the Committee to Form the School. Former Committee members prohibited from membership on the Board by NAC 388A.525 or other applicable statute or regulation shall resign from the Board at its first meeting. Remaining Board Members shall fill all vacancies created by resignations or these Bylaws at the first meeting. The election of all new Board Members to fill vacancies on the board, both at the initial Board meeting and at all future meetings where elections take place, shall include candidates whose election to the Board will maintain compliance with NAC 388A.525 and all other applicable statutes.

Section 5. Qualifications; Election; Tenure. The Board shall be composed of five to nine (5-9) Directors unless and until changed by amendment of these Bylaws. Any amendments will be discussed in an open meeting and approved by the School's Sponsor.

- (a) The Board shall adhere to the statutory requirements of NRS 388A.320 which requires one (1) active or retired teacher licensed by the State of Nevada, one active or retired teacher licensed by the State of Nevada or an active or retired school administrator licensed by any State, one (1) parent of a student enrolled in the School who is not a teacher or administrator at the School, and two (2) members who possess knowledge and experience in one or more of the following areas:
- (1) Accounting;
 - (2) Financial services;
 - (3) Law; or
 - (4) Human resources.
- (b) A majority of Directors shall be residents of the county in which the school is located.
- (c) All Directors shall be devoted to the purpose and mission of the School and shall represent the interests of the community.
- (d) Board Member Terms. A standard term shall consist of five (5) years.
1. Directors Serving on October 6, 2020: All Directors currently serving on the board as of October 6, 2020, may serve two (2) standard terms of five (5) years each. If the first term of the currently serving board member was four (4) years or less in length, the board member may serve two (2) additional standard terms.
 2. New Directors: New Directors are eligible to serve two (2) consecutive standard terms, that commence on the date they are elected to the Board of Directors. New Directors will begin serving on the Board immediately following their election to the Board.
- (e) When the term of a Director has expired or when a Director resigns, the remaining Board Members shall elect a new Director to fill the vacancy. It is incumbent upon the Board to fill any vacancies as soon as practicable. If, for any reason, the Board membership should drop below five (5) members, the only action that may be taken by the Governing Body is action to add members who will bring the governing body back into compliance with statute and its bylaws. Furthermore, once any board vacancy has been open for more than ninety (90) days, the only action that may be taken by the Governing Body is action to add members who will bring the governing body back into compliance with statute and its bylaws.
- (f) It is the responsibility of existing Directors to identify new persons to serve on the Board of Directors. The Board must seek candidates which adhere to the statutory requirements of NRS 388A.320. To assist in identifying the best qualified candidates, the Board shall advertise a vacancy on the School's website and through direct (email, letter, text, or phone, etc.) communication to the parents of enrolled students. The Board may not rely upon the School Administrator or any EMO contracted by the school to identify candidates for the Board. Insofar as is practical, the Board shall represent the diversity of the community it serves and shall be free from domination of members of the same religious, ethnic or racial

group or related parties (by birth or marriage).

- (g) The School shall notify its sponsor and the Department of Education within ten days of the selection of a new Director, and provide the sponsor and the Department of Education with the new Director's resume and affidavit as required pursuant to NRS 388A.320(2) and (3).
- (h) Directors shall be fingerprinted according to the NRS 388A.515 procedures for employees of the school.
- (i) The Board shall develop an orientation and training program for new Directors and an annual continuing program for existing Directors. Directors will avail themselves of charter school conferences which offer workshops on governance, financial oversight, budget, academic accountability, among others.

Section 6. Conflict of Interest. The Board shall follow the Board adopted Conflict of Interest Policy.

Section 7. Annual Meeting. The annual meeting of the Board shall be held at the School in January or February of each year as the Board may determine. The annual meeting shall take the place of the regularly scheduled quarterly meeting. Written notice stating the place, day, and hour of the meeting shall be given personally or mailed to each member of the Board at least three (3) business days prior to the date fixed for the annual meeting. Notice of the meeting must also be provided in accordance with Nevada Open Meeting Law. The annual meeting shall be for the purpose of electing officers and new Board Members and for the transaction of such business as may come before the meeting.

Section 8. Regular and Special Meetings. The Board shall establish a regular day and place for regular meetings that shall occur no less frequently than once per quarter and shall be held in the county in which the School is located. Special meetings of the Board may be called at any time by the Chairperson or by a majority of the Board. Special meetings shall be held at such time and place as may be designated by the authority calling such meeting. Notice of the meeting must be provided in accordance with Nevada Open Meeting Law. Notice of the time and place of every regular or special meeting shall be given to each member of the Board by first class mail at least three (3) business days before the date fixed for the meeting and to all those individuals who request notice of relevant meetings. The purpose of any regular or special meeting must be specified in the notice of such meeting. Meetings shall be audio recorded. Minutes of each Board meeting shall be taken and shall be approved by the Board. Said minutes shall be kept at the School and will be made available to the public, upon request.

Section 9. Agenda. An agenda must be produced for each regularly scheduled board meeting in order to provide effective and efficient meeting practice. The agenda shall be prepared in accordance with NRS 241.020(2). In addition to previously requested agenda items, any Board Member may provide additional agenda items for the following meeting by providing, via e-mail, fax or regular mail, the School's supervising employee or administrator the request, noting its appropriate place on the normal agenda format, and a realistic time requirement for such item. Such requests must be received at least 24 hours prior to the posting deadline pursuant to Nevada Open Meeting Law.

Section 10. Quorum. A quorum at all meetings of the Board shall consist of a majority of the number of Directors then in office. Except as provided specifically to the contrary by these Bylaws, the act of a majority of the Directors in office at a meeting at which a quorum is present shall be the act of the Board. Proxy voting is not permitted.

Section 11. Ex-Officio Members. There shall be no ex-officio governing body members.

Section 12. Vacancies. Any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the Directors at a regular or special meeting of the Board. A Director elected to fill a vacancy resulting from death shall be elected for the unexpired term of such person's predecessor in office and shall hold such office until such person's successor is duly elected and qualified. Any Director elected to fill a vacancy resulting from removal or resignation shall be elected for a new term.

Section 13. Committees. The Board may designate from among its members, by resolution adopted by a majority of the entire Board, an Academic Committee, a Governance Committee, a Financial Committee, and one or more other committees, each of which shall consist of at least one Board Member and which shall have and may exercise such authority in the management of the School as shall be provided in such resolution or in these Bylaws. The Board shall not be permitted to delegate their power to contract nor their budget making authority. Any delegated activity or decision making authority may be unilaterally revoked at any time. All committee meetings shall be conducted in accordance with Nevada Open Meeting Law.

1. Academic Committee: The Academic Committee shall consist of at least one Board member, the School Principal/Administrator, at least one licensed teacher employed by the School, and at least one parent of an enrolled child. The Academic Committee shall meet at least two (2) times per school year. The purpose of the Academic Committee shall be to review school data, ensure academic expectations and goals are being met, and provide insight into instructional activities that meet the specific needs of the students.
2. Governance Committee: The Governance Committee shall consist of at least two Board members, one of whom shall be an elected Officer of the Board. The Governance committee shall meet at least two (2) times per school year. The purpose of the Governance Committee shall be to plan and develop Board Member orientation and training and ensure Board operations and policies are updated and compliant with State law.
3. Financial Committee: The Financial Committee shall consist of at least two Board members, one of whom shall be the Board's Treasurer, and the School Principal/Administrator. The Financial Committee shall meet at least two (2) times per school year. The purpose of the Financial Committee shall be to prepare annual budgets for full Board review and approval, coordinate the Annual Audit, and develop long-term financial goals and plans for full Board consideration.

Section 14. Removal. Any member of the Board may be removed by the affirmative vote of two-thirds (2/3) of the Directors then in office, excluding the member at issue whenever in their judgment such removal would serve the best interests of School.

Section 15. Resignation. A resignation by a Director shall be effective upon receipt by the Chairperson of a written communication of such resignation.

Section 16. Participation by Telephone. To the extent permitted by law, any member of the Board or committee thereof may participate in a meeting of such Board or committee by means of a conference telephone network or similar communications method by which all persons participating in the meeting can hear each other, and participation in such a fashion shall constitute presence in person at such meeting.

Section 17. Proxy Voting. Proxy voting is not permitted.

Section 18. Compensation. No member of the Board shall receive any compensation for serving in such office, except as allowable under NRS 388A.320 and specifically authorized by a majority vote of the Board of Directors. The School may reimburse any member of the Board for reasonable expenses incurred in connection with service on the Board. Any such reasonable expenses that are not reimbursed by the School shall be construed as a gift to the School.

Section 19. Closed Sessions. Any director may call a closed session during any special or regular Board meeting for issues concerning personnel or other matters requiring confidentiality as approved by Nevada Open Meeting Law. All persons except Directors may be excluded from such closed sessions at the discretion of the Chair. Following such meetings, an officer shall provide a general description of the matters discussed to be provided as the minutes of said closed session. No action may be taken in a closed session.

Section 20. Protocol. The Board shall use Robert's Rules of Order, unless stated otherwise herein. If a Board Member is unable to attend a Board meeting, the Board Member shall contact the Chairperson, Administrator or designated supervising employee prior to the meeting.

Section 21. Public Comment. Time shall be set aside at each Board and Committee meeting for public comment. After the speaker identifies his or her name, address and affiliations, public comment shall be limited and shall be stated as such on the Agenda.

Section 22. Emeritus Board Members. There shall be a category of board member known as an emeritus board member who is nominated and elected by the Board of Directors. All emeritus board members shall be entitled to receive all written notices and information provided to the Board of Directors, to attend all board meetings, to participate in discussions and deliberations of the Board of Directors, to be members of committees, and encouraged to attend all other events conducted by the Board of Directors. An emeritus board member shall not be subject to any attendance policy or in determining if a quorum is present at a meeting, entitled to hold office, or entitled to vote at any board meeting.

Eligibility. In order to be considered for designation as an emeritus board member, a person must be a current or former board member of the Board of Directors who has:

- Served on the Board of Directors for at least two (2) standard terms as defined in Article III, section 5(d), above; or,
- Served as the Chairperson of the Board of Directors for at least three (3) one (1) year terms.

Election. At the end of a board member's term or at the annual meeting, a member of the Board of Directors may nominate a potential candidate for an emeritus board member position. A simple majority vote of directors at a meeting at which a quorum is present is sufficient to approve an appointment.

ARTICLE IV OFFICERS

Section 1. Number. The officers of the School shall include a Chair, Vice-Chair, Secretary, Treasurer, and such other officers as the Board shall deem necessary to elect.

Section 2. Election and Term of Office. The Board shall elect and appoint all officers of the School at the annual meeting of the Board, which officers shall be installed in office at such annual meeting to serve for terms of one (1) year and until their successors have been duly elected and qualified. Board Officers may serve no more than three (3) consecutive one-year terms in any office. Should there be more than one (1) nominee for a vacancy, the nominee receiving the greatest number of votes shall be declared elected and shall be installed in office at the annual meeting.

Section 3. Removal of Officers. Any officer of the School may be removed, either with or without cause, by a two-thirds (2/3) majority of the Directors then in office at any regular or special meeting of the Board.

Section 4. Chair. The Chair of the Board shall preside at all meetings of the Board. The Chair of the Board shall possess the power to sign all certificates, contracts or other instruments of the School which are approved by the Board. The Chair of the Board shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

Section 5. Vice-Chair. In the absence of the Chair of the Board or in the event of the Chair's disability, inability or refusal to act, the Vice-Chair of the Board shall perform all of the duties of the Chair and in so acting, shall have all of the powers of the Chair. The Vice-Chair shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or by the Chair.

Section 6. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board may order of all meetings of the Board with the time and place of holding, whether regular or special and if special, how authorized, the notice thereof given, the name or names of those present at the Board meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all the meetings of the Board required by these Bylaws or by law to be given and perform such other duties as may be prescribed by the Board from time to time. The Secretary of the Board shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

Section 7. Treasurer. The Treasurer shall have oversight responsibility and shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the School, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Board Member. The Treasurer shall be charged with safeguarding the assets of School and he or she shall sign financial documents on behalf of the School in accordance with the established policies of the School. He or she shall have such other powers and perform such other duties as may be prescribed by the Board from time to time.

Section 8. Vacancies. A vacancy in any office, held by an officer, because of death,

resignation, removal, disqualification, or otherwise, may be filled by the Board by majority vote for the unexpired portion of the term. The unexpired portion of the remaining term shall count as a full term and against the allotted three consecutive terms referenced in Article IV Section 2.

**ARTICLE V
STAFF**

The Board shall appoint one employee to function as the administrator of the School (the “Administrator”). Such person may be delegated the authority to act in the absence of a specified policy provided that such action is consistent with the purpose and objectives of the Board and the School. Such person shall administer the School in accordance with Board direction and generally accepted educational practice.

**ARTICLE VI
CONTRACTS,
LOANS, AND
DEPOSITS**

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the School, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted for or on behalf of the School and no evidence of indebtedness shall be issued in the name of the School unless authorized by a resolution of the Board. Such authority shall be confined to specific instances. No loan shall be made to any officer or Board Member of the School.

Section 3. Checks, Drafts, and Notes. All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the School shall be signed by such officer or officers, or agents of the School and in such manner as shall be determined by the Board. The Chair and Administrator are authorized and required to sign all checks over the amount of \$25,000.

Section 4. Deposits. All funds of the School not otherwise employed shall be deposited to the credit of the School in such banks, trust companies, or other custodians located in the State of Nevada as the Board may select.

Section 5. Gifts. The Board may accept on behalf of the School any contribution, gift, bequest or devise for the general purposes or any special purpose of the School.

Section 6. Fiscal Year. The fiscal year of the School shall begin on July 1 and end on June 30.

**ARTICLE VII
PROPERTY**

The property of the School shall be held and applied in promoting the general purposes of the School declared in these Bylaws. No property, including real estate, belonging to the School shall be conveyed or encumbered except by authority of a majority vote of the Board. Any such conveyance or encumbrance shall be executed by the Chair in the name of the School, and such

instrument shall be duly approved by the Secretary or Treasurer of the Board.

**ARTICLE VIII
INDEMNIFICATION**

The Board of Directors may authorize the School to pay or cause to be paid by insurance or otherwise, any judgment or fine rendered or levied against a present or former Board Member, officer, employee, or agent of the School in an action brought against such person to impose a liability or penalty for an act or omission alleged to have been committed by such person while a Board Member, officer, employee, or agent of the School, provided that the Board shall determine in good faith that such person acted in good faith and without willful misconduct or gross negligence for a purpose which he reasonably believed to be in the best interest of the School. Payments authorized hereunder include amounts paid and expenses incurred in satisfaction of any liability or penalty or in settling any action or threatened action.

**ARTICLE IX
AMENDMENTS**

These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Board of Directors by an affirmative vote of two-thirds (2/3) of all the Directors then in office at any meeting of the Board, provided that the full text of the proposed amendment, alteration, or repeal shall have been delivered to each Director at least five (5) days prior to the meeting. Bylaws may not be amended without the approval of the school’s sponsor.

**ARTICLE X
DISSOLUTION**

Revocation of Charter or Dissolution. Upon the dissolution of the School, assets shall be distributed for one or more purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the School is then located, exclusively for such purposes or to such organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. If, at any time and for any reason, the School’s charter is revoked or the School is dissolved, all assets of the School, after satisfaction of all outstanding claims by creditors, shall be disposed of to the State of Nevada or the sponsor to dispose of according to NRS 388A.306 and other applicable laws and appropriate regulations.

**ARTICLE XI
PURPOSE OF THE
BYLAWS**

These Bylaws are adopted for the sole purpose of facilitating the discharge, in an orderly manner, of the purposes of the School. These Bylaws shall never be construed in any such way as to impair the efficient operation of the School.

CERTIFICATION

I hereby certify that I am the duly elected and acting Secretary of the School, and that the foregoing Bylaws constitute the Bylaws of the School, as duly adopted by unanimous vote of the Board of Directors.

DATED this day of _____, 20__.

_____, Secretary.

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**
AGENDA ITEM: **4a – OFFICE ELECTIONS**
NUMBER OF ENCLOSURES: **0**

SUBJECT: OFFICER ELECTIONS

ACTION
 CONSENT AGENDA
 INFORMATION
 PUBLIC HEARING

PRESENTER(S): BOARD

PROPOSED WORDING FOR MOTION/ACTION:

NOMINATIONS OF BOARD OFFICERS

“THE CHAIR WILL NOW TAKE NOMINATIONS FROM THE FLOOR FOR THE BOARD OF DIRECTORS CHAIRPERSON POSITION.”

NOMINATIONS NEED NOT BE SECONDED.

THE CHAIR SHOULD INQUIRE IF THERE ARE ANY FURTHER NOMINATIONS. IF NONE, ANNOUNCE **“NOMINATIONS ARE CLOSED.”**

PROCEED WITH VOTE AND ANNOUNCE THE RESULT, **“_____ HAS BEEN ELECTED AS THE CHAIRPERSON ON THE BOARD OF DIRECTORS FOR SOMERSET ACADEMY OF LAS VEGAS”.**

“THE CHAIR WILL NOW TAKE NOMINATIONS FROM THE FLOOR FOR THE BOARD OF DIRECTORS VICE CHAIRPERSON POSITION.”

NOMINATIONS NEED NOT BE SECONDED.

THE CHAIR SHOULD INQUIRE IF THERE ARE ANY FURTHER NOMINATIONS. IF NONE, ANNOUNCE **“NOMINATIONS ARE CLOSED”.**

PROCEED WITH VOTE AND ANNOUNCE THE RESULT, “ _____ HAS BEEN ELECTED AS THE VICE CHAIRPERSON OF THE BOARD OF DIRECTORS FOR SOMERSET ACADEMY OF LAS VEGAS”.

“THE CHAIR WILL NOW TAKE NOMINATIONS FROM THE FLOOR FOR THE BOARD OF DIRECTORS SECRETARY POSITION.”

NOMINATIONS NEED NOT BE SECONDED.

THE CHAIR SHOULD INQUIRE IF THERE ARE ANY FURTHER NOMINATIONS. IF NONE, ANNOUNCE **“NOMINATIONS ARE CLOSED”**.

PROCEED WITH VOTE AND ANNOUNCE THE RESULT, “ _____ HAS BEEN ELECTED AS THE SECRETARY ON THE BOARD OF DIRECTORS FOR SOMERSET ACADEMY OF LAS VEGAS”.

“THE CHAIR WILL NOW TAKE NOMINATIONS FROM THE FLOOR FOR THE BOARD OF DIRECTORS TREASURER POSITION.”

NOMINATIONS NEED NOT BE SECONDED.

THE CHAIR SHOULD INQUIRE IF THERE ARE ANY FURTHER NOMINATIONS. IF NONE, ANNOUNCE **“NOMINATIONS ARE CLOSED”**.

PROCEED WITH VOTE AND ANNOUNCE THE RESULT, “ _____ HAS BEEN ELECTED AS THE TREASURER ON THE BOARD OF DIRECTORS FOR SOMERSET ACADEMY OF LAS VEGAS”.

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **0 MINUTES**

BACKGROUND: **PURSUANT TO THE BOARD OF DIRECTOR’S BYLAWS, AN ANNUAL ELECTION OF BOARD OFFICERS IS REQUIRED TO TAKE PLACE. SARAH McCLELLAN HAS SERVED THE MAXIMUM NUMBER OF CONSECUTIVE YEARS AS VICE CHAIR. THE OTHER OFFICERS ARE ELIGIBLE TO REMAIN IN THEIR OFFICES IF THE BOARD CHOOSES.**

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**

AGENDA ITEM: **5a – SOMERSET PRINCIPAL REPORTS**

- **ACADEMIC PROGRESS REPORTS**
- **CAMPUS UPDATES**

NUMBER OF ENCLOSURES: **0**

SUBJECT: SOMERSET PRINCIPAL REPORTS

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **SOMERSET PRINCIPALS**

PROPOSED WORDING FOR MOTION/ACTION:

FISCAL IMPACT: **No**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **20-30 MINUTES**

BACKGROUND: **THE SOMERSET PRINCIPALS WILL PROVIDE ACADEMIC PROGRESS REPORTS AND CAMPUS UPDATES.**

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**

AGENDA ITEM: **5b – REVIEW AND APPROVAL OF THE 2023/2024 MAXIMUM ENROLLMENT**

NUMBER OF ENCLOSURES: **1**

SUBJECT: **2023/2024 MAXIMUM ENROLLMENT**

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **GARY McCLAIN/TREVOR GOODSSELL**

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE THE MAXIMUM ENROLLMENT FOR THE 2023/2024 SCHOOL YEAR, AS PRESENTED.

FISCAL IMPACT: **YES**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **7-10 MINUTES**

BACKGROUND: **IT IS NECESSARY FOR THE BOARD TO APPROVE MAXIMUM ENROLLMENT FOR ALL SOMERSET CAMPUSES.**

****FY 22-23 is based upon enrollment pulled on 11/22/22**

Somerset Academy of Las Vegas

Aliante	22-23	23-24
Total Students (FTEs)	1,193	1,175
Kinder	128	130
1st Grade	129	130
2nd Grade	130	130
3rd Grade	130	130
4th Grade	130	130
5th Grade	135	130
6th Grade	138	140
7th Grade	137	140
8th Grade	136	115
9th Grade	-	-
10th Grade	-	-
11th Grade	-	-
12th Grade	-	-
Total Students (FTEs)	1,193	1,175
Growth Needed		(18)

Lone Mtn	22-23	23-24
Total Students (FTEs)	1,015	996
Kinder	103	104
1st Grade	104	104
2nd Grade	104	104
3rd Grade	104	104
4th Grade	111	104
5th Grade	112	104
6th Grade	128	124
7th Grade	126	124
8th Grade	123	124
9th Grade	-	-
10th Grade	-	-
11th Grade	-	-
12th Grade	-	-
Total Students (FTEs)	1,015	996
Growth Needed		(19)

Losee	22-23	23-24
Total Students (FTEs)	2,413	2,460
Kinder	123	130
1st Grade	128	130
2nd Grade	140	130
3rd Grade	138	130
4th Grade	136	130
5th Grade	139	130
6th Grade	272	270
7th Grade	268	270
8th Grade	273	270
9th Grade	225	270
10th Grade	261	240
11th Grade	192	210
12th Grade	118	150
Total Students (FTEs)	2,413	2,460
Growth Needed		47

NLV	22-23	23-24
Total Students (FTEs)	789	780
Kinder	128	130
1st Grade	128	130
2nd Grade	130	130
3rd Grade	134	130
4th Grade	135	130
5th Grade	134	130
6th Grade	-	-
7th Grade	-	-
8th Grade	-	-
9th Grade	-	-
10th Grade	-	-
11th Grade	-	-
12th Grade	-	-
Total Students (FTEs)	789	780
Growth Needed		(9)

Sky Pointe	22-23	23-24
Total Students (FTEs)	2,115	2,180
Kinder	130	130
1st Grade	130	130
2nd Grade	130	130
3rd Grade	130	130
4th Grade	129	130
5th Grade	130	130
6th Grade	123	155
7th Grade	156	155
8th Grade	162	155
9th Grade	256	270
10th Grade	250	250
11th Grade	209	230
12th Grade	180	185
Total Students (FTEs)	2,115	2,180
Growth Needed		65

240
200

Skye Canyon	22-23	23-24
Total Students (FTEs)	1,008	996
Kinder	104	104
1st Grade	104	104
2nd Grade	104	104
3rd Grade	108	104
4th Grade	108	104
5th Grade	108	104
6th Grade	124	124
7th Grade	124	124
8th Grade	124	124
9th Grade	-	-
10th Grade	-	-
11th Grade	-	-
12th Grade	-	-
Total Students (FTEs)	1,008	996
Growth Needed		(12)

Stephanie	22-23	23-24
Total Students (FTEs)	962	996
Kinder	101	104
1st Grade	103	104
2nd Grade	105	104
3rd Grade	108	104
4th Grade	106	104
5th Grade	107	104
6th Grade	102	124
7th Grade	125	124
8th Grade	105	124
9th Grade	-	-
10th Grade	-	-
11th Grade	-	-
12th Grade	-	-
Total Students (FTEs)	962	996
Growth Needed		34

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**

AGENDA ITEM: **5c – REVIEW AND APPROVAL OF THE SOMERSET ACADEMY OF LAS VEGAS ACADEMIC CALENDAR FOR THE 2023/2024 SCHOOL YEAR**

NUMBER OF ENCLOSURES: **1**

SUBJECT: 2023/2024 ACADEMIC CALENDAR

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): LEE ESPLIN/SOMERSET PRINCIPALS

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE THE SOMERSET ACADEMY OF LAS VEGAS ACADEMIC CALENDAR, AS PRESENTED.

FISCAL IMPACT: YES

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): 3-5 MINUTES

BACKGROUND: EACH YEAR THE STATE REQUIRES THAN AN ACADEMIC CALENDAR BE SUBMITTED WITH THE BOARD’S APPROVAL.

Somerset Academy of Las Vegas 2023-2024 OFFICIAL SCHOOL CALENDAR

Teachers' Work Year - 1st Semester: July 31, 2023- December 17, 2023; 2nd Semester: January 3, 2024 - May 24, 2024

Students' Work Year - 1st Semester: August 9, 2023- December 15, 2023; 2nd Semester: January 2, 2023 - May 23, 2023

Week	Days	Su	M	T	W	Th	F	Sa	Su
	0								
	0								
1	3								
2	8								
3	13								
4	18								
5	22								
6	27								
7	32								
8	37								
9	42								
10	47								
12	52								
13	56								
14	61								
15	65								
16	70								
	70								
17	75								
18	80								
19	85								
20	89								
21	94								
22	98								
23	103								
24	108								
25	113								
26	118								
27	122								
28	127								
29	132								
	132								
30	137								
31	142								
32	146								
33	151								
34	156								
35	161								
36	166								
37	171								
38	176								
39	180								

July	Su	M	T	W	Th	F	Sa	Su	
	23	24	25	26	27	28	29		July 26 -28: New Teacher Work Days (no students)
August	30	31	1	2	3	4	5		July 31 - August 8: Teacher Work Days (no students)
	6	7	8	9	10	11	12		August 9: Students's First Day to attend
	13	14	15	16	17	18	19		
	20	21	22	23	24	25	26		
September	27	28	29	30	31	1	2		
	3	4	5	6	7	8	9		September 4: Labor Day Holiday- No School
	10	11	12	13	14	15	16		
	17	18	19	20	21	22	23		September 20: DATA Day (Half day for students)
	24	25	26	27	28	29	30		October 2: Site-based PD Day (No School for Students)
October	1	2	3	4	5	6	7		October 6: End of First Quarter (41 days)
	8	9	10	11	12	13	14		October 13: Parent Conference- (No School for Students)
	15	16	17	18	19	20	21		
	22	23	24	25	26	27	28		October 27: Nevada Day- No School
November	29	30	31	1	2	3	4		
	5	6	7	8	9	10	11		November 10: Veterans Day (observed)- No School
	12	13	14	15	16	17	18		
	19	20	21	22	23	24	25		November 20-24: Thanksgiving Holiday Break- No School
December	26	27	28	29	30	1	2		
	3	4	5	6	7	8	9		December 15: Last day of 1st SEMESTER /End of First Quarter (43 days)
	10	11	12	13	14	15	16		December 15: DATA Day (Half day for students)
	17	18	19	20	21	22	23		December 18 - 29: Winter Break
	24	25	26	27	28	29	30		
January 2024	31	1	2	3	4	5	6		January 1: No School Students & Staff
	7	8	9	10	11	12	13		January 15: Dr. Martin Luther King Jr. Day- No School
	14	15	16	17	18	19	20		January 17: DATA Day (Half day for students)
	21	22	23	24	25	26	27		
February	28	29	30	31	1	2	3		
	4	5	6	7	8	9	10		ACT will be given in Feb/March and only HS students will attend HS that day
	11	12	13	14	15	16	17		February 12: Site-based PD Day (No School for Students)
	18	19	20	21	22	23	24		February 19: Presidents' Day -No School
March	25	26	27	28	29	1	2		March ACT Testing will be held and only students in HS taking test will attend
	3	4	5	6	7	8	9		March 6: DATA Day (Half day for students)
	10	11	12	13	14	15	16		March 8: 3rd Quarter Ends (47 days)
	17	18	19	20	21	22	23		March 11-15: Spring Break -No School
	24	25	26	27	28	29	30		March 29: Good Friday -No School
April	31	1	2	3	4	5	6		
	7	8	9	10	11	12	13		
	14	15	16	17	18	19	20		April 19: Site-based PD Day (No school for students)
	21	22	23	24	25	26	27		
May	28	29	30	1	2	3	4		
	5	6	7	8	9	10	11		
	12	13	14	15	16	17	18		
	19	20	21	22	23	24	25		May 23: Last Day for Students
June	26	27	28	29	30	31	1		May 24: Last day for Teachers
									May 23: Last Day of 2nd SEMESTER - 93 Student Days /4th Quarter Ends (48 days)
									May 27: Memorial Day
									May 28, 29 & 30th: Make up Days if Needed

SOMERSET ACADEMY OF LAS VEGAS

SUPPORT SUMMARY

MEETING DATE: **FEBRUARY 27, 2023**

AGENDA ITEM: **5d – APPROVAL OF EOC 10% WEIGHTS FOR HIGH SCHOOL CORE COURSES**

NUMBER OF ENCLOSURES: **0**

SUBJECT: EOC 10% WEIGHTS FOR HS CORE COURSES

ACTION

CONSENT AGENDA

INFORMATION

PUBLIC HEARING

PRESENTER(S): **LEE ESPLIN/SOMERSET PRINCIPALS**

PROPOSED WORDING FOR MOTION/ACTION:

MOVE TO APPROVE EOC 10% WEIGHTS FOR HIGH SCHOOL CORE COURSES, AS PRESENTED.

FISCAL IMPACT: **NO**

ESTIMATED LENGTH OF TIME FOR CONSIDERATION (IN MINUTES): **3-5 MINUTES**

BACKGROUND: IT IS NECESSARY FOR THE BOARD TO ESTABLISH THE WEIGHT OF END-OF-COURSE (EOC) EXAMS IN ALGEBRA I, GEOMETRY, ENGLISH 9, AND ENGLISH 10. THE RECOMMENDED WEIGHT FOR EACH EOC EXAM IN THESE CLASSES IS 10%.